

**A RESOLUTION AMENDING RESOLUTIONS 07-291, 08-06, 10-376, 10-399, 13-29, 13-99 AND 13-245 FOR THE WIREGRASS RANCH DEVELOPMENT OF REGIONAL IMPACT NO. 260.**

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, on September 7, 2010 the Board of County Commissioners adopted an amended, consolidated and restated Development Order (Resolution 10-376) (Amended and Restated DO) which included the following changes:

1. Change the Applicant and Developer of Record to Locust Branch, LLC;
2. Modify the Land Use Equivalency Matrix (LUEM) attached hereto and incorporated herein as Exhibit F to a) update the LUEM to reflect allowable conversions consistent with the revised land use table, b) allow the introduction of light industrial uses through a land use exchange, c) revise the cap on conversions of approved uses from 10% per phase to 10% of the total specifically approved entitlements, and d) add a maximum/minimum table to the LUEM;
3. Amend the requirements for land use conversions;
4. Change name of Porter Boulevard to Wiregrass Ranch Boulevard;
5. Modify the Master Development Plan (Map H) to reflect: a) an exchange of locations and associated Project entitlements between Parcels O3 and M13; b) re-designation of Parcel V4 as Parcel M18 to allow mixed uses; c) addition of

- 50± acres of Parcel S3 to Parcel O3 to allow Office development; d) increase in the size of the Town Center (Parcel M7) to 138 acres and Parcel M15 by 10± acres; e) reduction in the size of Parcel S4 by 148± acres;
6. Modify Exhibit E/Map H-3 (Land Use Schedule) to reflect the changes in Parcel acreages and conceptual entitlement allocations;
  7. Modify Exhibit I, the Wiregrass DRI Transportation Mitigation Terms and Conditions, to: a) reflect the renaming of Porter Boulevard to Wiregrass Ranch Boulevard; b) extend the due dates associated with the required performance guarantees; c) increase the Phase 1 proportionate share credit to reflect the hospital, medical office and hotel, employment center uses and community college limited exemption use; d) allocate entitlements attributable to each pipeline improvement; e) update the proportionate share mitigation dollar amount of phases 1-3 to reflect the Florida Department of Transportation July 2009 cost index and update Exhibit H, Proportionate Share Calculations as applicable;
  8. Modify the Land use Table to a) correct a scrivener's error to recognize that 1,000 not (400) of the Phase 1 and 1,500 (not 600) of the Phase 2 single-family residential units will be retirement housing; and b) to establish 99,180 sq. ft. of Medical Office as a subset of the approved 400,000 square feet of the Office uses approved for Phase 1 (which included 90,000 square feet assumed in the traffic study plus 9,180 square feet which corresponds to a reduction in 34 single-family residential units from Phase 3);
  9. Extend the build-out dates associated with Phases 1-3 by three (3) years from December 31, 2016 to December 31, 2019 and the development order expiration date by three (3) years from December 31, 2020 to December 31, 2023;
  10. Recognize the conversion of 84 single-family residential units from Phase 3 to a 707-student Community College campus advanced to Phase 1;
  11. Amend the development order to correct various scrivener's errors and to provide for internal consistency within the development order;
  12. Revise the required annual reporting requirement to biennial;
  13. Define and explain the term "Limited Exemption" uses within the project;
  14. Revise the assignment of DRI entitlements requirements and add an Exhibit Q which lists vested assignments for DRI entitlements;
  15. Provide sub-phases for Phase 1 consistent with the revised Exhibit I;
  16. Modify the GPS control point due date;
  17. Acknowledge submittal and approval of the EMP and GSMP;
  18. Amend the deadline for approval of the Development Agreement;
  19. Modify the requirements for the Community and District Parks;
  20. Revise the Master Development Plan (Map H) to reflect: a) an exchange of locations and associated conceptual entitlements on Exhibit E (Map H-3) between Parcel O3, M13, and a portion of S5; b) creation of Parcel M20 along S.R. 56; c) a decrease in Parcel S-5 by 118 acres d) an increase in Parcel O3 by 36 acres; e) addition of 50+ acres of Parcel S3 to Parcel M8 to allow mixed use;
  21. (a) provide for Attractions and Recreation Facilities (ARF) as a new land use in the LEUM; convert and advance 837 SFD units from Phase 2 to 300,000 square feet of ARF in Phase 1A; (b) convert and advance 250 SFD units from Phase 3 to 360 hotel rooms in Phase 1A; (c) convert and advance 250,000 square feet of office in Phase 3 to 100,000 square feet of medical office in Phase 1A;

22. Further clarify land use exchange provisions and entitlement advancement provisions;
23. Correct scrivener's error to reflect the 18-hole golf course in Table 1; and,
24. Provide a revised severability clause; and,

**WHEREAS**, on September 21, 2010 the Board of County Commissioners adopted the DO Amendment (Resolution 10-399) which amended the Amended and Restated DO and which included the following changes:

1. Modify Subsection 1.e. of the Amended and Restated DO to reflect the changes in the Comprehensive Plan Future Land Use Classifications from MU (Mixed-Use), RES-3 (Residential – 3 du/ga) and CON (Conservation Lands) to PD (Planned Development) and CON (Conservation Lands); and
2. Modify Subsection 5.b(4)(a) of the DO to recognize the underlying Future Land Use classification change from MU (Mixed Use) to PD (Planned Development); and,

**WHEREAS**, on October 23, 2012, pursuant to Section 380.06(19(e)2.k, Florida Statutes, the Board of County Commissioners adopted the DO Amendment (Resolution 13-29) which amended the Amended and Restated DO and which included the following changes:

1. Revise Exhibit F, The Land Use Equivalency Matrix (LUEM), to increase the maximum number of hospital beds from 110 beds to 175 beds; and
2. Revise the Land Use Table in Section 4(3) to reflect the land use exchange of 97 single-family dwelling units in Phase 3 to 75 hospital beds in Phase 1; and,

**WHEREAS**, on February 5, 2013, the Board of County Commissioners adopted the DO Amendment (Resolution 13-99) which amended the Amended and Restated DO and which included the following changes:

1. extend all dates by four (4) years pursuant to the 4-year Extension;
2. extend all dates an additional 306 days pursuant to the 306-day Extension;
3. extend all dates an additional 120 days plus one (1) year pursuant to the 2012 Extension;
4. vest office entitlements, subject to conditions, pursuant to the phasing and duration provisions;
5. add provisions regarding Pasco County's adoption of an Urban Service Area, a Transportation Concurrency Exception Area and mobility fees in lieu of transportation concurrency;
6. clarify language which already allows land uses and entitlements that may be advanced to an earlier phase;
7. provide for land uses and entitlements that may be added to a phase without transportation analysis;
8. replace all references from "Department of Community Affairs/DCA" to "Department of Economic Opportunity/DEO";

9. update and change the land use table, Table 1;
10. convert 251 single family detached units (216 from Phase 2 and 35 from Phase 3) to 196 hospital beds and advance them to Phase 1;
11. advance all specifically approved office entitlements to Phase 1;
12. add University to the approved land uses and the LUEM;
13. add Light Industrial to Table 1;
14. revise parcel names, configurations and designations on Exhibit G (Map H);
15. replace Exhibit E with an entitlement tracking chart and clarify the entitlement assignment process;
16. allow the Town Center to be located on another parcel(s) and revise the applicable standards;
17. revise the location and standards of the Corporate Business Park;
18. revise the development standards for hotel;
19. add definitions for TND and TOD;
20. delete the temporary provision for land use consistency;
21. revise the provision for interconnectivity;
22. revise the conditions and maximum land use and entitlements of the land use exchange matrix and land use exchange requirements and make them consistent with the Comprehensive Plan;
23. update the GSMP baseline monitoring and reporting status;
24. update Exhibit L, Conservation Corridor Exhibit;
25. update the EMP implementation status;
26. update the GPS control point provisions;
27. update the approval date of the Developer's Agreement;
28. clarify the responsibility for and conceptual nature of Exhibit J;
29. update and clarify trip generation monitoring program to adjust trip monitoring thresholds for any entitlements moved from one phase to another phase;
30. update or remove various specific land development code, Florida Statutes, and Florida Administrative Code section citations;
31. clarify when mobility fees and credits are applicable;
32. update the status of the MRP;
33. identify which parcels have been conveyed to the School Board;
34. provide alternative locations for a District Park;
35. revise the provisions for a general government service center, and clarify reservation of and responsibility for 75,000 square feet of office entitlements for government services buildings;
36. delete Exhibits M and O;
37. revise Exhibit I;
38. advance 2,000 single family detached residential units from Phases 1C and 1D to Phase 1A and adjust the proportionate share per trip fee for Phase 1C and 1D accordingly;
39. revise the conditions for when the easement agreement for Park & Ride Facility (Item #11) must be provided; and
40. revise the location and conditions for the Park & Ride Facility (Item #11); and,

**WHEREAS**, on June 11, 2013, the Board of County Commissioners adopted the DO Amendment (Resolution 13-245) which amended the Amended and Restated DO and which included the following changes:

1. revise Exhibit C (Legal Description) to add the 24 acre “National Tennis Center” Parcel (new Parcel M4-E) to the DRI and legal description;
2. revise Exhibit D (Development Commitment);
3. revise Exhibit F (LUEM);
4. revise Exhibit G (Map H) to:
  - a. add an additional 24 acres of land (formerly the National Tennis Center Parcel) to the DRI as new Parcel M4-E;
  - b. relocate the Community Park and the District Park to Parcel M21;
  - c. redesignate “Proposed County Park” adjacent to Parcel M23 as part of Parcel M23;
  - d. reconfigure Parcels O2 and M11; and
  - e. revise alignment of the 581 Bypass/Loop Road.
5. revise Exhibit H (Proportionate Share Calculations) to reflect a change in the transportation proportionate share calculation for the Wiregrass Ranch DRI as a result of recalculation of the proportionate share contribution for the Wiregrass Ranch DRI meeting the requirements of Sections 380.06(19)(e)6 and 163.3180(5)(h), Florida Statutes;
6. revise Exhibit I to:
  - a. reflect a change in the transportation proportionate share calculation and mitigation plan for the Wiregrass Ranch DRI in accordance with Sections 380.06(19)(e)6 and 163.3180(5)(h), Florida Statutes, Rule 73C-40.045, F.A.C., and the County’s transportation mitigation requirements;
  - b. collapse and consolidate previously designated Phases 1-3 into a single specifically approved Phase 1;
  - c. redesignate previously designated Phase 4 as Phase 2;
  - d. eliminate development conditions, explanations and provisions based on or relating to pipeline projects, credits, timing and phasing that are no longer necessary or applicable due to the changes in the proportionate share contribution, the mitigation plan and the phasing;
  - e. revise construction completion deadlines from 18 months to two (2) years to allow sufficient time to complete;
  - f. eliminate the explanation and certain provisions relating to the SR 56 (Pipeline Projects 1-3) history and obligations;
  - g. adjust the cost estimates for transportation projects to reflect June 2012 cost estimates and eliminate inapplicable cost provisions;
  - h. change Limited Exemption Uses to Exempt Uses;
  - i. reflect that the SR 581 Realignment project has been changed to the 581 Bypass/Loop Road project;
  - j. eliminate references and conditions related to the CR 54 pipeline project; and
  - k. eliminate the proportionate share credit formula for limited exemption uses;
7. change Limited Exemption Uses to Exempt Uses;

8. collapse and consolidate previously designated Phases 1-3 into a single specifically approved Phase 1, and redesignate previously designated Phase 4 as Phase 2;
9. clarify concurrency reservation, guarantee and vesting for public facilities and clarify transportation mitigation requirements;
10. delete provision for advancing certain land uses and entitlements to an earlier phase;
11. clarify and define the Effective Period;
12. revise Table 1 to reflect consolidation of three phases into a single specifically approved Phase 1 and renumber Phase 4 to Phase 2;
13. delete repetitive provisions regarding the County's Urban Service Area/Transportation Concurrency Exception Area;
14. consolidate the retirement housing figures into a single phase and require approval from the Master Developer for any changes and allow the Master Developer to convert age restricted housing units to non-age restricted housing units through the land use equivalency matrix and by providing for any incremental increase in mobility fees or fee credits;
15. revises the town center requirements to reflect updated requirements for TND, TOD and MUTRM;
16. clarify Exempt Use status for community college, university, and hotel uses and revise provisions pertaining to same;
17. relocate definition of TND;
18. delete requirements for Limited Exemption Uses because they are no longer referenced and have been converted and/or replaced by Exempt Uses;
19. change SR 581 Realignment to the 581 Bypass/Loop Road throughout the DO;
20. delete land use exchange conditions relating to exchanges between phases;
21. delete land use exchange conditions relating to hospital beds, medical office and community college uses;
22. change land use exchange conditions for age restricted uses to allow, but not require, additional analysis for purposes of educational facilities impact analysis;
23. delete land use exchange conditions restricting the exchange or conversion in excess of ten percent (10%) of the total specifically approved entitlements for any individual use;
24. delete land use exchange conditions relating to any other amendments to the land use mix or proposed phasing schedule;
25. reflect a change in the transportation proportionate share calculation and mitigation plan for the Wiregrass Ranch DRI in accordance with Sections 380.06(19)(e)6 and 163.3180(5)(h), Florida Statutes, Rule 73C-40.045, F.A.C., and the County's transportation mitigation requirements;
26. eliminate transportation mitigation conditions based on phasing because the phasing has been consolidated into a single specifically approved Phase 1;
27. eliminate and clarify trip generation monitoring provisions to eliminate phases and the distinctions and adjustments between phases;
28. clarify neighborhood park, District Park, and Community Park requirements;
29. clarify and update the general conditions; and
30. make such other changes as may be included herein; and

**WHEREAS**, on October 30, 2013, in accordance with Section 380.06(19), Florida Statutes, as amended, Locust Branch LLC (Master Developer) filed a NOPC to the previous ADA for the Project (NOPC No. 5). The NOPC, collectively with the ADA, are referred to herein as the application (Application); and,

**WHEREAS**, the NOPC requested the following:

1. Add the following Exempt Uses (which are exempt from Transportation Mitigation Requirements) pursuant to Section 4.a.(5), and reflect the new entitlement figures in Table 1 of Section 4.b(3):
  - a. Add 120 Hotel Rooms; and
  - b. Add 1,440,920 square feet of office (this total reflects the land use exchange approved by the County on September 26, 2013 which reduced the office entitlements to 559,080 and increased the medical office entitlements to 399,180); and
  - c. Add 200,820 square feet of medical office (this total reflects the land use exchange approved by the County on September 26, 2013 which reduced the office entitlements to 559,080 square feet and increased the medical office entitlements to 399,180 square feet); and
  - d. Add 229 Hospital Beds which are subject to the Corporate Business Park criteria contained in Section 522.5.D.1.a(1)-(3) of the LDC; and
  - e. Add 3,293 f.t.e. students of Community College; and
  - f. Add 1,000,000 square feet of Light Industrial.

The addition of such land uses and entitlements to the specifically approved land uses and entitlements of the Project do not cumulatively exceed the maximum levels of development allowed under Subarea Policy FLU 7.1.8, Wiregrass Ranch Subarea Policies, of the Comprehensive Plan; and

2. Revise the Maximum/Minimum Land Use Threshold Chart (chart in the lower left quadrant) of Exhibit F (the Land Use Equivalency Matrix) to reflect the proposed land uses as described above; and
3. Make such format changes as may be included herein (Proposed Changes); and

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

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

**WHEREAS**, the Pasco County Board of County Commissioners held duly noticed public hearing(s) on the NOPC, and reviewed the NOPC as well as all related testimony and evidence submitted by each party and members of the general public; and,

**WHEREAS**, the Pasco County Board of County Commissioners wishes at this time to further amend the Amended and Restated DO in accordance herewith; and,

**WHEREAS**, the Amended and Restated DO as amended by this amendment shall be referred to as the "Development Order" or "DO".

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled that the NOPC No. 5 for the Project is approved with conditions, as set forth in this DO, which is hereby adopted by the Board of County Commissioners (words ~~stricken~~ are deletions; words underlined are additions):

#### **WIREGRASS RANCH DEVELOPMENT ORDER**

1. Introduction and General Findings of Fact.

This Resolution shall constitute an Amendment to the Amended and Restated DO as previously amended.

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

- a. The foregoing “Whereas” clauses are hereby incorporated as Findings of Fact.
- b. The NOPC No. 5 Application is incorporated into this DO by reference as Exhibit A.
- c. The nature, type, scope, intensity, costs, and general impact of the Project, as revised, are summarized in the NOPC No. 5 Application and the Tampa Bay Regional Planning Council (TBRPC) DRI Final Report, and the TBRPC NOPC Report, which collectively are incorporated into this DO by reference as Exhibit B.
- d. A description of the real property (Property) is attached hereto as Exhibit C which is made part of this DO.
- e. The current Pasco County Comprehensive Plan (Comprehensive Plan) Future Land Use Map classifications for the Property are PD (Planned Development) and CON (Conservation Lands). The proposed development is consistent with the applicable provisions of the PD (Planned Development) and CON (Conservation Lands), and other applicable Goals, Objectives, and Policies of the Comprehensive Plan.
- f. The current zoning designation for the Property is MPUD Master Planned Unit Development, and the proposed development is consistent with the applicable provisions of the MPUD.
- g. On \_\_\_\_\_, the TBRPC notified the County that the TBRPC had prepared its NOPC Report and that the local government should act upon the pending application.
- h. The Board of County Commissioners scheduled and held a public hearing on the NOPC application on January 14, 2014.
- i. Notice of the hearing has been published in a newspaper of general circulation at least fifteen (15) days prior to the date set for the Board of County Commissioners hearing.
- j. At such public hearing, all parties were afforded the opportunity to present evidence and argument on all issues and submit rebuttal evidence.

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

l. The Board of County Commissioners has received and considered the TBRPC NOPC Report on the NOPC No. 5 application.

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

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

o. The DO is a valid final development order within the provisions of Section 163.3167(5), Florida Statutes, affecting the Property.

## 2. Conclusions of Law.

The Board of County Commissioners hereby finds as follows:

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

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

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

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

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

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

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

3. Approval Stipulations.

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

In the event the Pasco County Administrator or his designee (Administrator) determines that a violation of the provisions hereof has occurred, the Administrator may issue a Notice of Noncompliance to the Developer or its Successors in Interest. If noncompliance is not cured by the date stated in the Notice of Noncompliance, the Administrator may require that all development related to the violation shall cease until the violation has been corrected. The Developer, or its Successors in Interest if applicable, may appeal the determination to the Board of County Commissioners pursuant to the Land Development Code. Notwithstanding the foregoing, violations of the Development Agreement (DA) hereinafter described, if required, shall be addressed in accordance with the provisions of the DA.

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

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

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

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

d. The approved DRI shall not be subject to downzoning, unit density reduction, or intensity reduction until March 1, 2030, unless the County can demonstrate that substantial changes in the conditions underlying the approval of the DO have occurred; or that the DO was based on substantially inaccurate information provided by the Developer; or that the change is clearly established by the local government to be essential to the public health, safety, or welfare. Compliance with this DO, the DA, the MPUD Master Planned Unit Development conditions, the Comprehensive Plan, and the LDC, shall not constitute downzoning, unit density reduction, or intensity reduction for purposes of the prohibition contained in this paragraph.

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

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

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

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

g. Exempt Uses. For the purposes of this Development Order, "Exempt Uses" shall include those uses exempt from traffic impact studies pursuant to Section 901.5 of the LDC and transportation analysis review pursuant to Section 901.12(c) of the LDC, including, but not limited to, government buildings, offices and medical offices, hotels, light industrial uses, corporate business parks, community colleges, universities, and TOD uses. In applying this definition, government buildings, community colleges, universities, office, medical office, hotels, industrial, light industrial, corporate business park and TOD uses that have previously been defined as "limited exemption projects" under Section 1301.4.A of the LDC and the DRI DO shall also be considered to be and treated as Exempt Uses. TOD uses shall be those that meet the requirements of the County's mobility fee regulations found in Section 1302.2.F.2.i of the LDC, or shall be TOD Neighborhoods designated and approved within Mixed Use Transportation Reduction Measures (MUTRM) Designated Parcels pursuant to the MPUD and DA.

#### 4. Phasing, Vesting and Duration.

##### a. Phasing, Vesting, Concurrency, and Transportation Mitigation Requirements.

(1) Phasing. Phase 1 of the DRI is specifically approved subject to requirements of this DO. Phase 2 of the DRI is conceptually approved. Specific approval of Phase 2 shall be granted upon submittal and approval of additional analyses of the project's impacts on

Transportation and Air Quality, only, performed pursuant to the requirements of Section 380.06, Florida Statutes.

(2) Vesting Against Concurrency. Specific approval shall not be a reservation or guarantee of concurrency capacity for any public facility other than transportation, transit and parks and recreation. For fire/EMS services, sheriff/public safety services, affordable housing and governmental administrative facilities, the County shall credit any land, facilities and cash mitigation payments provided under this DO against future concurrency requirements. Any concurrency requirements for schools shall be determined by Exhibit N attached to this DO and applicable law. The reservation and guarantee of, and vesting against, concurrency capacity for parks shall be through the Effective Period of the DO subject to any extensions granted by Pasco County or applicable law, and subject to compliance with the Recreation and Open Space conditions of the DO.

(3) Vesting Against Transportation Mitigation Requirements. The reservation and guarantee of, and vesting against, transportation concurrency capacity and any and all transportation timing and phasing, adequate public facilities (for transportation), transportation, transit and roadway capacity, and transportation analysis requirements and mitigation, excluding County access management requirements as provided in the Development Agreement (DA) and on-site transportation infrastructure required for a particular site plan (collectively referenced herein as "transportation mitigation requirements"), for Phase 1 shall be through the Effective Period of the DO; subject to any extensions granted by Pasco County or applicable law, and subject to compliance with the transportation conditions of this DO and any associated DA. The Project shall be exempt from the transportation mitigation requirements and traffic impact study requirements subject to compliance with the transportation conditions of this DO or any associated DA.

(4) Economic Development Project. A large 1,000,000 square foot office user (Economic Development Project) has been induced by Pasco County and the Master Developer to locate its offices and facilities on Parcel M8 and surrounding adjacent lands within the Project. The

Economic Development Project is anticipated to provide significant economic benefits to the area, including creating numerous well-paying jobs, creating significant additional taxable sales, adding valuable property to tax rolls, serving as a catalyst for future economic development, reducing reliance on regional commuting, and generally enhancing economic development of the County. As part of the inducement, the County agreed to “vest” the Economic Development Project as described herein. Therefore, upon the issuance of building permits for office use entitlements in excess of 100,000 square feet in the aggregate on Parcel M8, 1,000,000 square feet of office use entitlements shall be deemed fully vested against, and no longer subject to, any: DRI review; DRI mitigation; or transportation mitigation requirements; of any kind or nature, whatsoever.

(5) Additional Uses Exempt from Transportation Mitigation Requirements.

Notwithstanding the land use and entitlement limitations as set forth herein, the Master Developer may add to this DRI Exempt Uses as defined in Section 3.g, without any requirement for any DRI or County transportation analysis or any transportation mitigation requirements. Any such additions shall: (i) be made by the Master Developer in writing; (ii) state the type and number of entitlements added to the Project (e.g., 100,000 square feet of office use entitlements); (iii) be included in the updated accounting required in Section 4.e(2); (iv) state that the addition of such land uses and entitlements to the specifically approved land uses and entitlements of the Project do not cumulatively exceed the maximum levels of development allowed under Subarea Policy FLU 7.1.8, Wiregrass Ranch Subarea Policies, of the Comprehensive Plan; and (v) be recognized through the NOPC process.

b. Effective Date, Effective Period, Duration and Land Uses.

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

(2) The Effective Period of this DO shall be until March 1, 2030 (Effective Period). The Effective Period may be extended by the Board of County Commissioners upon a showing of good cause and as otherwise provided by law and in accordance with Section 380.06, F.S. Application for such an extension shall be made at least sixty (60) days prior to the expiration date or as otherwise provided by law.

(3) Subject to other provisions of this DO, development of the Project shall proceed in general accordance with Map H attached hereto and incorporated herein as Exhibit G and the schedule indicated in Table 1 below:

Land Use	Phase 1 – 3/1/26	Phase 2** – 3/1/30	TOTAL
Residential. (d.u.)	10,473	1,000	11,473
(Single family)	(6,947)*		(6,947)
(Multi family)	(3,526)	(1,000)	(4,526)
Retail (s.f.)	2,720,800	460,000	3,180,800
Hotel (rooms)	600		600
Office (s.f.)	2,000,000		2,000,000
Medical Office (s.f.)	600,000		600,000
Hospital (beds)	600***		600
Community College (f.t.e. students)	4,000 (f.t.e.)		4,000 f.t.e.
University (f.t.e. students)	0		0
Light Industrial (s.f.)	1,000,000		1,000,000
Attractions & Recreation Facilities (ARF) (s.f.)	300,000		300,000
Golf Course	18 holes		18 holes
Elementary Schools	3	1	4

\*Includes 2,500 Retirement Housing units

\*\* Conceptually approved only

\*\*\*229 Hospital beds shall be subject to the Corporate Business Park criteria contained in Section 522.5.D.1.a(1)-(3) of the LDC.

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

d. Build-Out of Project. Unless extended by the Board of County Commissioners or in accordance with applicable law and in accordance with Section 380.06, F.S., the build-out date of the specifically approved portions of the Project shall be March 1, 2026.

e. Assignment of DRI Entitlements.

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

(a) specifically identifies the type and number of entitlements assigned, advanced or exchanged to the specific DRI parcel(s), or portions thereof, that is the subject of the permit application (e.g., 100,000 s.f. office use entitlements for Parcel M25);

(b) specifically states the DRI phase for which said entitlements are assigned, advanced or exchanged;

(c) is dated and executed by the Master Developer, witnessed by two witnesses, and notarized;

(d) includes an accurate metes and bounds legal description of the specific DRI parcel(s), or portions thereof, to which the entitlements have been assigned, advanced or exchanged; and,

(e) is recorded in the public records of Pasco County, Florida.

(2) All such assignments, advancements and exchanges of entitlements shall be reported to the County on Exhibit E (Entitlement Tracking Chart). This reporting consists of an updated accounting on the Entitlement Tracking Chart which identifies the type and amount of entitlements assigned to each parcel and the gross and net acreage amounts for each parcel, and the updated Entitlement Tracking Chart shall also be included in the next biennial report for the DRI. The allocation, assignment, advancement, exchange, or use of DRI entitlements and land uses shall be controlled by the Master Developer and shall be subject to the "Assignment of Wiregrass DRI Entitlements" requirements. For clarification, any and all reassignments, transfers or conveyances of DRI entitlements from a property particularly described in a previously recorded "Assignment of DRI Entitlements" to a lesser included property or a different property shall be treated as a new assignment and be subject to the "Assignment of DRI Entitlements" requirements and require the preliminary plan/preliminary site plan applicant to provide to the County a new original executed "Assignment of DRI Entitlements" including items (a) through (e), above, along with the following additional item: (f) is dated and executed by the authorized assignor of such entitlements, witnessed by two witnesses, and notarized. No allocation, assignment, advancement, exchange or use of DRI entitlements or land uses shall be valid, effective, binding or authorized unless approved by the Master Developer as required in this subsection. Only the Master Developer shall be authorized to amend or submit Exhibit E (Entitlement Tracking Chart), subject to the Land Use Exchange provisions of Section 5.c of this DO. All assignments are subject to compliance with the applicable zoning or MPUD Master Planned Unit Development Conditions of Approval and shall be consistent with the underlying Future Land Use classification.

(3) Exhibit Q lists the Assignment of Wiregrass DRI Entitlements that have been issued by the Applicant/Owner or Master Developer. The Assignment of Wiregrass DRI Entitlements issued on or before September 7, 2010 and listed in Exhibit Q shall be governed by the terms of Section 4.e as set forth in the Original DO as amended by the DO Amendment (Resolution 07-291 adopted on July 17, 2007, as amended by Resolution 08-06 adopted on October 9, 2007) (also set forth for convenience in Exhibit Q) in lieu of the terms of Section 4.e(1) and (2) above. Notwithstanding any provision to the contrary set forth in this DO or in any private agreement (other than an Assignment of Wiregrass DRI Entitlements), entitlements for use on the property described in each Assignment of Wiregrass DRI Entitlements listed in Exhibit Q shall be recognized by the County in the order in which development applications for such entitlements are submitted to the County, provided, however, that such entitlements shall not be recognized by the County if such entitlements would cause the cumulative total of entitlements to exceed the total entitlements assigned to such property. The named assignees of the listed Assignment of Wiregrass DRI Entitlements have acknowledged that this "first-come, first-served" method of allocating entitlements for use on the property described in each Assignment identified in Exhibit Q will result in the County denying site plans or building permits once the entitlements assigned in that Assignment of Wiregrass DRI Entitlements have been exceeded, even if the overall DRI has remaining entitlements that have not yet been used or assigned.

5. Specific Conditions.

a. Development Components. Subject to other provisions of this DO, the Project consists of the land uses shown on Map H (Exhibit G) and described in Table 1 of Section 4.b(3). Land uses may be exchanged in accordance with the Land Use Equivalency Matrix attached hereto and incorporated herein as Exhibit F, subject to the restrictions set forth in Specific Condition 5.c.

b. Land Use Development.

(1) Retirement Housing.

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

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

(c) Notwithstanding the foregoing, the Master Developer may elect to convert pursuant to the LUEM the age-restricted housing dwelling units, in whole or in part, to conventional (non-age restricted) residential units provided the Developer provides to Pasco County the incremental increase in mobility fees or fee credits due for applicable non-age restricted, conventional residential units.

(2) Town Center/Employment Center.

(a) Town Center. The Town Center in Parcel M7 of Map H, or another parcel that may be designated as the Town Center by the Master Developer and approved by the County, shall be designed and constructed in accordance with either (i) the Town Center provisions of the TND; or (ii) a Transit Oriented Development; or (iii) as a Mixed Use Neighborhood or TOD Neighborhood approved pursuant to the MUTRM Development Standards set forth in the DA and MPUD. A TND Master Plan, TOD Station Area Plan or MUTRM Neighborhood Plan shall be approved prior to any development within Parcel M7, or another parcel that may be designated as the Town Center by the Master Developer and approved by the County, or prior to final plat or construction plan approval of fifty (50) percent of the specifically approved residential entitlements in the DRI.

(b) Employment Center/Economic Development Project. Parcel M8 and a portion of Parcel M21, with the potential to expand on adjacent parcels, on a minimum of 64 acres, must be developed in accordance with the "Corporate Business Park or Targeted Primary Businesses or Light Industrial Uses" categories portion of the Employment Center requirements of the County's adopted Comprehensive Plan and the Land Development Code, unless comparable quantities of said development type is constructed on other DRI parcels, and approved by a 4/5 majority vote of the Pasco County Board of County Commissioners, or such other uses that may be approved by the Pasco County Board of County Commissioners. The Corporate Business Park or Targeted Primary Business developed on a portion of Parcel M8, a portion of Parcel M21 and/or adjacent parcels shall be developed consistent with the requirements of the Wiregrass Ranch MPUD

conditions of approval including the quantity of office as shown in the MPUD. Notwithstanding the above requirements, Parcels M8 and M21, with the potential to expand on adjacent parcels, shall be allowed to be developed with support commercial uses developed between SR 56/Wiregrass Ranch Boulevard and the proposed reverse frontage road. Such support commercial uses may include, but shall not be limited to, restaurants, banks, office supply stores, grocery stores, cafes, coffee shops, dry cleaners, day care facilities, electronics retailers, health clubs, gas stations, personal services, hotel or other similar retail uses. These support commercial uses shall only be considered Exempt Uses if qualified pursuant to the Land Development Code. A minimum of 64 gross acres of Parcels M8 and M21, with the potential to expand on adjacent parcels, shall be reserved for the "Office" development as defined above exclusive of support commercial that is not an Exempt Use.

(c) Infrastructure for Town Center and Employment Center. Unless otherwise approved by the Board of County Commissioners, the Developer shall be responsible for designing and constructing all necessary public infrastructure for the Town Center in Parcel M7 and Office/Employment Center areas in Parcel M8, including all road, intersections, and utility improvements, prior to approval of the first record plat(s) or construction plan approval(s) for fifty (50) percent of the specifically approved residential entitlements in the DRI, or as necessary to serve adjacent development or development within the Town Center and/or the Office/Employment Center areas, whichever occurs first. Such improvements shall be designed and constructed in accordance with the approved Map H, and shall be sized to accommodate the approved entitlements assigned to the Town Center and the Office/Employment Center uses. The construction of Wiregrass Ranch Boulevard, and the sewer and water lines along Wiregrass Ranch Boulevard, from SR 56 to the entrance of Parcel M7 or the entrance of Parcel M8, along Wiregrass Ranch Boulevard, pursuant to the approved construction plans for same, shall be deemed to satisfy all requirements and conditions of this subparagraph for Parcel M7 and Parcel M8 respectively.

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

(4) Community College or University.

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

(b) If Parcel M18 or any other parcel is developed as a Community College or University, that portion of the project shall qualify as an Exempt Use and shall be exempt from transportation mitigation requirements. As such, neither the Community College or University, nor the Master Developer, shall be subject to any transportation mitigation requirements, or required to pay any proportionate share mitigation, for any trips that may be generated in association with the Exempt Uses. The Community College shall be as defined in Section 1004.65, Florida Statutes. In no event shall the Community College or University uses on M18, or any other parcel where permitted by the MPUD, utilize or reduce the DRI entitlements other than the quantity of specifically approved entitlements for f.t.e. students.

(5) Attractions and Recreation Facilities (ARF). Phase 1 includes the entitlements for Attractions and Recreation Facilities (ARF). The ARF may include any uses described in Section 380.0651(3)(b), Florida Statutes, and retail uses, subject to the MPUD rezoning conditions of approval. Subject to separate BCC or County Administrator approval, the ARF may be approved as an Exempt Use.

(6) Transit Oriented Development (TOD) and Traditional Neighborhood Development (TND).

(a) "Transit Oriented Development" or "TOD" shall mean development in areas in the Project identified in the Comprehensive Plan which are reserved for existing or planned regional transit facilities. These areas must be compact, have moderate to high density developments, be of mixed-use character, interconnected, bicycle and pedestrian friendly, and designed to support frequent transit service operating through regional transit facilities, and otherwise meet the requirements of Section 1302.2.F.2.i of the LDC.

(b) Traditional Neighborhood Development (TND) is generally defined in the LDC as creating livable areas and communities through traditional design standards, which may include but are not limited to, the use of mixed use Village and Town Centers, neighborhoods that embrace a full range of urban facilities, including neighborhood retail centers; a variety of housing types; public/civic space; and open-space amenities, as well as walkable streets, an interconnected circulation network that prioritizes pedestrians and bicycle features and links neighborhoods to shopping areas, civic uses, parks, and other recreational features.

(7) Interconnectivity.

(a) The Developer shall design development in Parcels M20, M21, C5 and M8 that lie between the Town Center (M7) and "lifestyle" center (C6) to ensure adequate pedestrian/bicycle/vehicular traffic connections between the Town Center in Parcel M7 and lifestyle center in Parcel C6. Such connections shall allow users of both centers to reduce usage of SR 56 and Wiregrass Ranch Boulevard. The reverse frontage road (a/k/a public access frontage road) approved in the Wiregrass Master Roadway Plan, along with the sidewalk on the north side of SR 56, shall be deemed to fully satisfy the requirements of this subparagraph.

(b) Unless otherwise approved by the County, prior to the issuance of any approvals or permits for any retail or office uses along SR 56, Wiregrass Ranch Boulevard, Chancey Road from SR 581 to Wiregrass Ranch Boulevard, or the 581 Bypass/Loop Road, as

applicable, or prior to approval of the final design plans for the applicable roadway submitted by the developer, whichever occurs first, the Developer shall submit to the County for review and approval, a plan depicting pedestrian/bike crossing design and standards for the applicable road or shall have incorporated such design and standards into the construction plans for the applicable roadway. This subparagraph has been fully satisfied for retail or office use along SR 56, Wiregrass Ranch Boulevard (from SR 56 to the Parcel S1/S2 entrance intersection), and Chancey Road (west of Wiregrass Ranch Boulevard). The following accredited publications shall be used as references for pedestrian facility design:

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

(c) The alignment of Wiregrass Ranch Boulevard and the 581 Bypass/Loop Road may change consistent with the settlement agreement with Pasco County and the Florida Department of Transportation (FDOT) dated December 22, 2006, attached here for reference as Exhibit M, or in accordance with Exhibit I, or as otherwise approved by the County and FDOT. The Developer's obligations in the settlement agreement are incorporated herein as additional conditions of approval.

(8) Parcel M23. The southernmost 760 feet of Parcel M23 shall be limited to residential uses.

c. Land Use Exchange.

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

(a) Office entitlements within the Project, consisting of the minimum of 64 gross acres of the land area allocated to such entitlements (Parcels M8 and a portion of Parcel M21, with the potential to expand on adjacent parcels), shall not be reduced, exchanged or traded off for any other approved uses in the Project, except for medical office or light industrial provided the medical office or light industrial is a Targeted Primary Business or is constructed consistent with the Corporate Business Park requirements of the LDC, or unless otherwise approved by a 4/5 majority vote by the Pasco County Board of County Commissioners.

(b) Hospital beds, medical office, university, and community college uses may be exchanged to university, office, medical office, light industrial, community college or other corporate business park, target industry, employment center or Exempt Uses.

(c) Retail use shall not be reduced, exchanged or traded off for any other approved uses in the project if it results in a reduction of the jobs to housing ratio below the ratio assumed in the County's MUTRM analysis.

(d) Retail entitlements in the Town Center in Parcel M7 shall not be reduced unless approved by the County in conjunction with a Town Center Master Plan.

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

(2) Land use exchange requests may only be requested by the Master Developer. The land use exchange request shall be provided to the County, with "information only"

copies to the DEO and the TBRPC, for review and verification by the County that the requested land use will be consistent with the LUEM, this DO, the Comprehensive Plan, and the MPUD Master Planned Unit Development conditions of approval. Upon such verification, which shall not be unreasonably withheld or delayed, the Planning and Growth Management Department shall submit such exchange for approval (based on the same verification criteria stated above) on the consent agenda at the next available DRC meeting which is at least fourteen (14) days from submittal to the County, DEO, and TBRPC. The use of the LUEM shall be reported in the next biennial report and if applicable shall include an updated Exhibit E.

d. Water Quality and Drainage.

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

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

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

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

(c) The Developer or other responsible entities shall ensure that the stormwater management system is being properly maintained in keeping with its design and is

providing the level of stormwater storage and treatment as established in the Environmental Resource Permit (ERP) or by Pasco County ordinance, whichever is most stringent.

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

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

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

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

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

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

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

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

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

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

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

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

(o) On-site stormwater wet-detention ponds shall be designed in accordance with Southwest Florida Water Management District (SWFWMD) and Pasco County standards to include littoral zones constructed on slopes no steeper than a 4:1 horizontal to vertical

ratio and shall be planted with or allowed to be colonized by native emergent and submergent vegetation. The Developer shall ensure, by supplemental replanting if necessary, that at least eighty (80) percent cover by native aquatic vegetation is established within the littoral zone (to include at a minimum the area between ordinary high water and ordinary low-water). At such time as SWFWMD releases the Developer from further obligation to provide certification of operation and maintenance as defined in the permit, the Developer shall be relieved of this obligation.

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

(4) No wetland outlet or conveyance, either natural or man-made, should be lowered in elevation, which could cause lower water levels and reduced hydroperiods. No changes to wetland outlets or conveyances should occur unless to restore artificially connected or drained wetlands to a more natural state such that historic wetland water levels and flow quantities are restored. The development activities shall not breach the clay-confining layer (aquiclude). A breach of the aquiclude shall be defined as any excavation into the confining layer that degrades the integrity of that confining layer as determined by SWFWMD or the County on a site-by-site basis. In those geographical areas of the County where there is no aquiclude present, excavation shall not proceed to within five feet of the underlying limestone which is part of a groundwater aquifer as identified by the geotechnical engineer of record and confirmed by the County and SWFWMD. It shall be assumed that excavation which exceeds either of these criteria shall constitute adverse groundwater effects. Applicant's/Developer's responsibilities to prevent this occurrence and any remedial actions that are required should it occur shall be required to be addressed by the Developer prior to development. At the time the master drainage plan is submitted to the County, the Developer shall also submit the plan to Tampa Bay Water (TBW).

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

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

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

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

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

(a) A Ground Water and Surface Water Monitoring Plan (GSMP) has been approved by Pasco County (on January 15, 2010) that includes a ground water monitoring component and a surface water monitoring component. The Developer has developed the GSMP in accordance with Rules 62-4.246, 62-522 and 62-520.600, FAC and in coordination with the Florida Department of Environmental Protection (FDEP), SWFWMD, and TBW in order to establish parameters, methodology, sampling frequency, establishment of baseline data and locations of monitoring sites. The GSMP includes a surface water component to include sampling of those stormwater discharge points exiting the site and upstream and downstream sampling points within surface water systems adjacent to the site as described in the GSMP. The Monitoring Plan shall identify, measure and report any continuous and/or long term pre- and post- development changes in water quality. The Monitoring Plan shall include the establishment of baseline conditions at points where surface water enters the property and where it exits the property as approved within the GSMP. Analysis shall include all primary drinking water standards contaminants as approved within the GSMP. If reclaimed water for irrigation purposes is used in the future, the GSMP may be amended as required for the use of reclaimed water.

(b) The GSMP was submitted to the FDEP, SWFWMD, TBW and Pasco County within 180 days of DO approval. The GSMP was approved by Pasco County and

SWFWMD on January 15, 2010. The GSMP shall be instituted within 90 days of approval of the GSMP. Baseline monitoring and reporting has been completed and submitted to the Pasco County Engineering Services. Subsequent monitoring shall continue through the build-out of the project/site unless otherwise determined by Pasco County Engineering Services. Analysis and reporting shall be annual unless degradations are identified and then monthly monitoring for the degradations until such time as the degradations are corrected. Degradations are any increase in any contaminant (as defined by applicable water quality criteria) that adversely impacts human health or causes a water to become impaired. There can be no increase in any current impairment that exists as defined by the baseline data. The Developer shall comply with any existing or future state or federal water quality criteria pursuant to SWFWMD, Pasco County, FDEP and/or U.S. Environmental Protection Agency (USEPA) rules and/or Pasco County Ordinance. Should FDEP determine that Total Maximum Daily Load (TMDL) contaminants occur at levels exceeding established standards/thresholds within the Wiregrass Ranch Watershed, the Developer shall amend the GSMP to incorporate TMDL monitoring and reporting in accordance with adopted future water quality criteria/rules.

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

(d) Should the Developer wish to add new land areas to the DRI which are not subject to the GSMP in place at the time of a NOPC submittal, the developer shall

update the GSMP and such update shall be submitted to the County, TBW, FDEP and SWFWMD unless FDEP or SWFWMD and the County determine that the GSMP update/revision is not necessary.

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

e. Wellfield Protection.

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

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

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

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

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

(c) Visually inspect the affected area.

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

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

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

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

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

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

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

f. Wetlands.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

g. Flood Plains/Disaster Preparedness.

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

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

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

h. Vegetation and Wildlife.

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

(2) The Developer shall conduct breeding season surveys for documented on site listed species, including Florida Sandhill Cranes, Sherman's Fox Squirrel, Wood Storks and Wading birds, within and adjacent to any parcel which contains suitable habitat (as defined through ADA surveys) and is planned for development immediately preceding or coinciding with the breeding season of these listed species. The results of the surveys shall be submitted to Pasco County Planning & Growth Management Department, Pasco County Biologist and the Florida Fish and Wildlife Conservation Commission (FFWCC) for review and approval of conditions to protect listed species and their habitat consistent with statutory and rule requirements, including Section 68A-27, F.A.C. , Rule 9J-2, F.A.C., and Policy CON 1.1.2. Such conditions if appropriate shall be incorporated into the DO at the next time the DO is amended.

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

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

(5) Conservation Corridor.

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

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

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

(d) Planned roadway crossings and transit alignments within the Conservation Corridor shall be consistent with crossing locations depicted on the Master Roadway

Plan and all roadway and preliminary/construction plan under review or approved prior to DO adoption.

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

- i. Undercrossings shall be above seasonal high water;
- ii. All undercrossings shall incorporate vegetation extending from the Wildlife undercrossing to an adjacent natural system that is designed to guide target wildlife species from the natural system thru the Wildlife undercrossing and to the adjacent natural system and provide cover for the safe hiding of small wildlife (such as rabbits, rodents, and amphibians);
- iii. All undercrossings shall incorporate berms and/or fencing outward of the funnel edges near the road to discourage wildlife from crossing the roadway outside a designated crossing.
- iv. Conspan designs are not acceptable for small mammal under crossings.

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

(6) Environmental Management Plan (EMP).

(a) The Developer has submitted an Environmental Management Plan for review and approval by Pasco County Planning & Growth Management Department, Pasco County Biologist, and the FFWCC. The EMP has been approved by Pasco County Planning & Growth Management Department and the Pasco County Biologist and is incorporated by reference

into the DO as Exhibit P. Implementation of the EMP shall be the responsibility of the CDD or another entity acceptable to Pasco County.

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

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

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

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

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

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

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

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

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

viii. Conservation Corridor.

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

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

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

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

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

b. Undercrossings shall be above seasonal high water;

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

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

e. Where undercrossings are not specified (Exhibit L) but protective measures are determined to be necessary to promote continuity of the Conservation Corridor, wildlife crossing signage shall be provided as recommended by the County on a case-by-case basis.

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

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

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

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

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

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

i. Air Quality.

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

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

j. Land.

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

(2) Within 60 days after completion of S.R. 56 construction from SR 581 to Meadow Pointe Blvd., the Developer shall provide the Pasco County Engineering Services Department, Survey Division, with one (1) pair of Global Positioning Satellite (GPS) control points with twenty-four (24) hour access. The foregoing sentence has been fully satisfied. Within 60 days after completion of Wiregrass Ranch Boulevard construction from SR 56 to SR 54, the Developer

shall provide the Pasco County Engineering Services Department, Survey Division, with one (1) pair of Global Positioning Satellite (GPS) control points with twenty-four (24) hour access. The Developer and the County Surveyor shall mutually determine the location. The Developer's existing survey shall be valid for permitting purposes until final plat approval is requested. All final plats will be referenced from this point in accordance with Rule 61G17-6, FAC. All the GPS points shall be installed in accordance with standards contained in Rule 61G17-6, FAC.

k. Utilities.

(1) Water Supply and Wastewater Treatment.

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

(b) Pasco County has determined that capacity exists subject to the County receiving all the necessary permits and approvals to implement and construct the planned system improvements and plan expansions needed to serve the development, and water and wastewater services will be provided by Pasco County in accordance with Section 110 of the Pasco County Code of Ordinances as amended. The Developer shall construct all water and wastewater facilities within the development to Pasco County standards in effect when construction drawings are approved by the Pasco County Utilities Services Branch (PCUSB).

(c) The Developer has provided, and the PCUSB has approved a Utility Service Plan for Water, Wastewater, and Reclaimed Water (USP), as may be amended from time to time. The Master Developer has also provided the PCUSB with a Utilities Services Agreement/First Amendment to Water Supply, Wastewater Treatment Service, and Reclaimed Water Supply Agreement (USA) to be approved by the PCUSB and the Board of County Commissioners .

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

(e) The Developer shall encourage the use of high-efficiency, low-volume, plumbing fixtures; appliances; and irrigation throughout the project through the establishment

of an educational program. Water conservation educational materials shall be distributed to all homeowners, other landowners, and businesses.

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

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

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

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

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

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

iii. Water meters on all irrigation systems

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

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

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

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

(a) In the event of production failure or shortfall by TBW, as set forth in Section 3.1 9 of the Interlocal Agreement creating TBW, the Developer, regardless of the permitted use, shall grant Pasco County access to, and shall cooperate with the County in the allocation of water generated within the project pursuant to any and all Water Use Permits or water use rights the Developer may have to use or consume surface or ground water within Pasco County.

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

(3) Solid/Hazardous/Biohazardous Waste and Recycling.

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

(b) Development and operation of the project shall not cause the LOS for solid-waste collection/disposal to fall below the acceptable LOS established in the

Comprehensive Plan. Documentation of adequate disposal capacity, including assurance of adequate hazardous/biohazardous waste and material disposal to service the project, shall be obtained from Pasco County or other appropriate entities.

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

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

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

I. Energy.

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

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

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

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

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

(d) Institute recycling programs.

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

m. Transportation.

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

(1) Proportionate Share and Mitigation Alternatives.

In recognition of either the County's Urban Service Area/Transportation Concurrency Exception Area or the County's later rescission of transportation concurrency, Pasco County no longer requires proportionate share mitigation or analysis, and has determined that the transportation mitigation measures set forth in Exhibit I and the DA satisfy alternate transportation mitigation requirements of Rule 73C-40.045, F.A.C., and Pasco County's alternate transportation mitigation system. For purposes of demonstrating statutory compliance for other reviewing agencies, the Proportionate Share reflects a change in the transportation proportionate share calculation and mitigation plan for the Wiregrass Ranch DRI as a result of recalculation of the proportionate share contribution for the Wiregrass Ranch DRI meeting the requirements of Sections 380.06(e)6 and 163.3180(5)(h), Florida Statutes. The Developer's proportionate share mitigation dollar amount for Wiregrass Ranch DRI is Forty-Nine Million, Three Hundred and Four Thousand, Four Hundred and Fifty-Eight and 00/100 Dollars (\$49,304,458.00) in June 2012 Dollars (the "Proportionate Share") as provided in Exhibit H. This Proportionate Share is less than the cost of the transportation mitigation measures set forth in Exhibit I and the DA. Therefore, the Developer will fully mitigate the transportation impacts related to the Project through the mitigative measures as set forth in Exhibit I and the DA. To the extent that the proportionate share remains a requirement of the Wiregrass Ranch

DRI, and to the extent that the costs of the transportation mitigation measures set forth in Exhibit I and the DA continue to exceed the proportionate share, the Master Developer may add to this DRI new entitlements without additional DRI transportation mitigation to the extent that the costs of the transportation mitigation measures set forth in Exhibit I and the DA exceed the proportionate share. The Developer's compliance with this DO and the DA shall satisfy the Developer's transportation mitigation requirements through the Effective Period, as may be extended by the County or pursuant to applicable laws.

(2) Development Agreement. The County and Developer have entered into a development agreement (DA) effective April 16, 2013, as may be amended from time to time. Such DA sets forth the terms and conditions governing the design, permitting, construction, and right-of-way acquisition for the remaining Pipeline Projects in Exhibit I. The DA was prepared consistent with Exhibits H and I. In addition, the DA contains: (a) the agreed schedule for the remaining Pipeline Projects to ensure such Pipeline Projects are expeditiously constructed; (b) a requirement that if the Developer should fail to adhere to the schedule in the DA, then certain development approvals shall not be issued until the Pipeline Projects obligations have been recommenced to the satisfaction of Pasco County; (c) provisions for assistance from Pasco County in the acquisition of right-of-way, for the remaining Pipeline Projects as needed; (d) requirements for financial performance guarantees to be provided by the Developer to ensure that the remaining Pipeline Projects will be completed in accordance with the applicable schedule; (e) provisions addressing the required payment of mobility fees, or mobility fee credits, and any required cash mitigation payments; (f) insurance and indemnification requirements; and (g) other provisions as deemed appropriate by Pasco County. Changes to the DA which materially affect the requirements in Exhibit I, or which remove any condition required by Rule 73C-40.045, FAC, shall be amended in the DO through the NOPC process pursuant to Chapter 380, Florida Statutes. All other amendments to the DA shall not require an NOPC or DO amendment.

(3) Site Access/Intersection Improvements. All access and intersection improvements, number of access points, spacing, and geometry of access points shown on page 1 of 2 of Exhibit J (Site Access/Intersection Improvements) attached hereto are conceptual and may be revised or modified subject to compliance with the provisions of Pasco County's and the FDOT's access-management regulations. Each parcel developer shall be responsible for construction of the applicable access improvements shown on Exhibit J unless otherwise approved by the County prior to or concurrent with construction of infrastructure improvements to serve the portions of the project necessitating such improvements as determined by the County at the time of preliminary plan/preliminary site plan approval and/or at the time of issuance of access permits for the project, except where the DA provides a different deadline for such construction. At each preliminary plan/preliminary site plan approval, the County may also require further site access/site-related intersection improvements and site access/site-related improvements in accordance with the DA. Except where specifically allowed pursuant to the DA or this DO or another County development approval or permit, these improvements are not creditable against the Proportionate Share or against the mobility fee requirements of the development.

(4) Trip Generation Monitoring.

(a) Eighteen (18) months following construction plan approval for vertical construction of fifty (50) percent of the 11,381 p.m. peak-hour project trip generation (pursuant to Phase 1 as of September 7, 2010), or prior to construction plan approval for vertical construction of sixty-five (65) percent of the 11,381 p.m. peak-hour project trip generation (pursuant to Phase 1 as of September 7, 2010), or March 1, 2021, whichever occurs first, the Developer shall institute a monitoring program to provide external p.m. peak-hour counts and projected counts at the project entrances as set forth below. Monitoring shall continue on a biennial basis until project build-out. Each monitoring event shall be conducted within a six (6) month period from the due date of each biennial report to ensure that the counts are relatively current.

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

(c) The results of each monitoring event shall be submitted to Pasco County, TBRPC, and FDOT, and shall include any MUTRM trip reporting required by the DA.

(5) Public Transit.

The Developer shall comply with applicable County and Pasco County Public Transportation Department (PCPT) requirements to accommodate mass transit service to and within the project. In addition, the County and Developer shall enter into an agreement which shall be approved by the Board of County Commissioners prior to any preliminary plan/preliminary site plan approval within Parcel M7. The agreement shall set forth the terms and conditions governing the dedication and construction of public transit easements and amenities within the project including but not limited to: (a) ingress and egress route(s) for buses; (b) bus stop amenities to service the project, such as benches, bicycle racks, shelters, lighting, pedestrian walkways, and landscaping; (c) locations for bus stop pads along both sides (within the right of way) of all major roadways and frontage roadways at appropriate intervals as shown on the Wiregrass Ranch Master Roadway Plan (MRP) and along such roadways at major activity locations, such as high school, town center, employment center, and major commercial development areas, unless otherwise approved by PCPT, the DRC, or the Board of County Commissioners. For purposes of this requirement major roadways shall include those roadways shown on the MRP that have not received construction plan approval or 100 percent

design approval as of the adoption date of this DO. Major roadways and frontage roadways (as defined above) shall be designed and constructed to accommodate bus stop amenities without retrofit to existing roadway cross section improvements (i.e., sidewalk, landscaping, drainage, etc.) at the time when installation of bus stop amenities is required by PCPT. The Developer shall incur the cost for purchase, installation and maintenance of all shelters and accompanying concrete pads as required by the PCPT, DRC or the Board of County Commissioners. Transit amenities within the Traditional Neighborhood Development Town Center shall be reviewed for conformance with the LDC at the time of preliminary plan/preliminary site plan review and approval for Parcel M7. Preliminary and construction plan submittals/approvals for Parcel M7, and for all major roadways and frontage roadways (as defined above) shall satisfy the foregoing requirements. The Developer will be eligible for credits for any land areas dedicated for transit in accordance with the County's mobility fee regulations and the Development Agreement. The Developer and/or their successors agree to maintain the transit accommodations facilities on privately maintained roadways and property in good working condition as determined by PCPT. The Developer and their successors shall not refuse PCPT or any other transit authority, or any of their users/patrons, reasonable access to such facilities.

(6) Transportation Demand Management (TDM Program).

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

(7) Master Roadway Plan (MRP).

The Developer has obtained approval of a MRP which includes, subject to any approved variances or alternative standards, right-of-way widths (including right-of-way widths

consistent with the Comprehensive Plan Corridor Preservation Table), roadway cross sections, number of lanes, intersection geometry, construction phasing, design speed, internal access points, bus stop pads, and alignment for all major County collector and arterial roadways within or adjacent to the DRI and not required by the Wiregrass Transportation Mitigation Table and Development Agreement. The MRP has demonstrated compliance with the County's collector and arterial design and spacing standards of the LDC, subject to any approved variances or alternative standards.

n. Educational Facilities.

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

(2) The development of the Wiregrass Ranch DRI will generate the need for educational facilities. The Applicant/Owner and the Pasco County School Board (School Board) have determined that there will be a need for one (1) high school site, one (1) middle school site, and up to four (4) elementary school sites. On March 2, 2004, the Applicant/Owner and the School Board entered into an Agreement intended to identify and address the school site needs described herein. This Agreement, as currently constituted and as it may be amended, is an enforceable obligation of the Developer. The Agreement provides for the conveyance of the school sites described herein and directs the Developer to provide road access and utility facilities to each school site. The Agreement with the School Board is hereby incorporated by reference into and made part of this DO as Exhibit N. The on and off-site infrastructure needed for the school sites in the Project shall be the responsibility of the Developer and/or School Board pursuant to the foregoing Agreement, or the responsibility of the School Board to the extent such infrastructure needs are not addressed in the foregoing Agreement. Pasco County shall not have any responsibility for the on and off-site infrastructure needed for the school sites in the Project pursuant to any existing interlocal agreements between the School Board and Pasco County, except to the extent Pasco County has specifically agreed to be responsible for the Project infrastructure as a whole in this DO or is otherwise required to provide

such infrastructure pursuant to state law. The Developer is not entitled to school impact fee credits for the parcels purchased by the School Board.

(3) As of the date of this DO Amendment, the School Board has purchased one (1) high school, one (1) middle school, and one (1) elementary school, and educational facilities have already been constructed on the high school and middle school parcels. The Developer and School Board have identified parcels for three (3) elementary schools. The parcels are shown as V1, V2, and V3 on Map H. Parcel V1 is owned by the School Board. The location of the fourth elementary school parcel has not been determined as of the date of adoption of this DO. The Developer and School Board anticipate that this parcel will be selected at a later date, pursuant to the Agreement, if the School Board determines such site is necessary. The Developer and the School Board have agreed that each parcel will be provided road access and utility service to the parcel boundary by the Developer. Based upon the foregoing, it is a condition of this DO that Pasco County shall not, without prior written agreement of the School Board, approve amendments to this DO or Map H which would cause or require the relocation or realignment of the road network depicted on Map H so as to either: (i) restrict or eliminate the required public road access to the school parcels selected by the School Board, or (ii) create an unsafe condition for the school sites which contravenes acceptable access management standards. This provision applies to public access serving the fourth elementary school once the location of said parcel is determined by the Developer and the School Board.

o. Recreation and Open Space.

Compliance with the following shall be deemed to satisfy the Recreation and Open Space requirements for the Project: (a) The Wiregrass Conceptual Master Parks Plan approved by the DRC on May 26, 2011, as amended, (b) the Agreement for Charitable Contribution, Sports Park Donation Property, between Wiregrass Ranch, Inc., Flycatcher Enterprises, LLC, and the County, dated November 7, 2012, as amended (the "Park Donation Agreement"), (c) the Wiregrass Ranch Neighborhood Parks Variance Conditions of Approval, approved by the DRC and dated May

26, 2011, as amended, and (d) payment of applicable parks and recreation impact fees, or use of approved credits in lieu of such payment, to the extent such credits are permitted by the Park Donation Agreement.

p. Fire/Police/Libraries/General Government Services.

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

(2) The Developer shall convey to the County without compensation other than impact fee credit, three (3) sites for (i) a general government service center, (ii) fire/EMS facility, and (iii) sheriff substation in one or more of the following parcels (unless the Developer and County otherwise agree in writing): M7, M15, M4B or M6 of Map H. The specific location of each site shall be identified and agreed to by Pasco County and the Developer no later than the approval of the master plan for the Town Center in Parcel M7 by Pasco County. In addition, if Pasco County has not agreed to the specific location for each site prior to preliminary plan/preliminary site plan submittals for Parcels M15, M4B, and M6, the Developer shall consult with the County Administrator, or his designee, regarding the location of the foregoing sites, and provide written evidence of the results of such consultation with the preliminary plan/preliminary site plan submittals for Parcels M15, M4B, and M6. If Pasco County has agreed to locate any of the foregoing sites within any of the foregoing parcels, the preliminary plan/preliminary site plan submittal for such parcel shall depict the location, size and required infrastructure for such site. The fire/EMS site will be a maximum of 2 upland developable acres, and the sheriff substation will be a maximum of 1 upland developable acre (the County may agree to less acreage depending on the exact location and developer accommodation of parking, drainage/floodplain mitigation, etc.). The government services center site must be large enough to accommodate a 25,000 square foot building footprint for a 3-story building (total of 75,000

square feet) including sufficient parking, drainage/floodplain mitigation areas, etc., to accommodate such a building. Part of the government services center building may include a library. Subject to Pasco County and Sherriff's Office approval, the fire/EMS site and sheriff substation site may be combined into one site. Within 90 days of written request by Pasco County, each site, as applicable, shall be conveyed to the County and the Developer shall provide the County a legal description, sketch, and all other conveyance documents as required by the County for such site. The conveyances shall be deed-restricted to the foregoing governmental purposes. The Developer shall provide all off-site infrastructure, including but not limited to, access roads, intersection improvements, and utilities (including but not limited to water, sewer, electric, cable and telephone) to the proposed entrance to each site, and all such connections shall be brought to the physical boundaries of such site such that no additional jack and bore work will be required under any access roads. Such infrastructure shall be completed prior to approval of the first record plat or construction plan approval of fifty percent (50%) of the specifically approved residential entitlements in the DRI or as necessary to serve adjacent development or development within the Town Center. Except as set forth in this paragraph, the Developer shall not have any transportation mitigation requirements or obligations for such sites. If sufficient office entitlements are added pursuant to Section 4.a(4), the Developer shall allocate 75,000 square feet of office entitlements for the government services center building, and Pasco County shall be responsible for any and all transportation proportionate share and transportation mitigation improvements, impact fees or mobility fees, and other mitigation and/or contribution of funds, land or facilities reasonably attributable to such entitlements; provided, however, the County reserves the right to exempt such entitlements from any such requirements that are imposed or enforced solely by the County, except for access management, stormwater and utility requirements for which waiver could adversely affect any other development within the DRI.

(3) In addition, the Developer shall mitigate any isolated wetlands located within each site's boundaries, if required to accommodate the improvements, prior to approval of the first record plat or construction plan approval of fifty percent (50%) of the specifically approved

residential entitlements in the DRI or as necessary to serve adjacent development or development within the Town Center. To the extent necessary, Pasco County shall provide all necessary consents, easements, approvals, or other permit applications requested by Developer that are necessary for Developer to provide such roads, utilities, and mitigation. All conveyances shall be in a form acceptable to the County, free and clear of all liens, exempt from assessments and architectural/design requirements and/or design approval of all special districts, and exempt from all covenants and deed restrictions, except the specified public use.

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

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

(6) The Developer shall receive impact fee credit against the land portion of each applicable existing impact fee ordinance for the foregoing conveyances in the amount of 115% of the County Property Appraiser's land value at the time of conveyance. Impact fee credits for all applicable impact fee ordinances shall not begin to accrue until such conveyance is complete. Credits for sites containing more than one public facility (i.e. fire/EMS and law enforcement) shall be prorated based on the percentage of the site occupied by each creditable public facility determined by the County Administrator or his designee.

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

(8) The Developer shall review the concepts of "fire safe communities," as provided by the Florida Division of Forestry, and implement all appropriate measures.

q. Hurricane Preparedness.

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

r. Affordable Housing.

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

\$100 per single family residential unit

\$80 per multi-family residential unit

\$0.35 per gross square foot of retail space

\$0.25 per gross square foot of office space

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

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

(3) The cash mitigation payments shall be placed into a designated County special revenue fund for "Wiregrass Ranch DRI Affordable Housing Mitigation Fund" for a period of not less than three (3) years after final approval of this Development Order, pending the potential approval of one (1) or more "on-site" affordable housing programs as set forth below. At the end of said three (3) year period, Pasco County may utilize the then-existing special revenue fund and any

future cash mitigation payments, in its discretion within its affordable housing program(s), if no such "on-site" program has been proposed and approved for the Project.

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

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

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

(7) Pasco County will proceed diligently and in good faith with development of an ordinance to adopt mandatory affordable housing requirements throughout its jurisdiction, including DRI level and sub-DRI level development projects, and to apply substantially consistent

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

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

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

i. Any entity within the Wiregrass Ranch DRI that sells a housing unit at an affordable price with an assumable equity mortgage satisfying the requirements of this subsection shall be entitled to a credit against the required cash mitigation requirement at the time the assumable equity mortgage is assigned to, and accepted by, Pasco County. An assumable equity mortgage is a mortgage equivalent to the difference in value between the affordable price for the housing unit and the appraised market price for the housing unit at the time it is sold, and provided to the seller of the housing unit in consideration for the seller agreeing to sell the housing unit at a reduced affordable price, which is sometimes referred to as an equity mortgage. To qualify for a credit against the required affordable housing cash payment, the assumable equity mortgage must: (a) be a recorded assignable and assumable first or second mortgage on the property, (b) require repayment at closing in the event the housing unit is resold at a price that is not affordable, (c) have a value that is no less the value of the credit for one housing unit, as calculated pursuant to the formula set forth below and (d) is sold to a household that earns less than 120% of the adjusted

median income for the Tampa-St. Petersburg-Clearwater SMSA. In the event of a repayment of an assumable equity mortgage, the County shall utilize the repayment proceeds in accordance with subsection r.(3).

ii. Unless the County-wide affordable housing ordinance discussed in subsection r.(7) allows for a different credit amount, the amount of the credit for each assumable equity mortgage assigned to the County shall be determined in accordance with the following formula:  $([\$100 \times \text{specifically approved single family units}] + [\$80 \times \text{specifically approved multi-family units}] + [\$0.35 \times \text{specifically approved retail square footage}] + [\$0.25 \times \text{specifically approved office square footage}] / (\$0.10 \times \text{specifically approved total dwellings for the project})$ . For example, if the Wiregrass Ranch DRI is specifically approved for the following entitlements: 8,500 single family units, 4,000 multi-family units, 2,740,000 square feet of retail, and 1,200,000 square feet of office, the amount of the credit for each assumable equity mortgage assigned to the County would be \$1,943.00, computed as follows:

$$([8500 \times \$100] + [4000 \times \$80] + [2,740,000 \times \$0.35] + [1,200,000 \times \$0.25]) / (12,500 \times 0.1) = \$1,943$$

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

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

ii. Unless the County-wide affordable housing ordinance discussed in subsection r.(7) allows for a different credit amount, the amount of the credit for land or

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

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

s. Historical and Archaeological.

Should any historical or archaeological resources be encountered within the project, measures shall be taken in coordination with the Florida Department of State, Division of Historical Resources, and Pasco County to either protect and preserve the site(s) in place or to mitigate any adverse impacts consistent with the requirements in Rule 73C-40.043, FAC. This DO shall be amended to incorporate any required mitigation consistent with Rule 1A-46, FAC. If any

significant resources are found, a Certificate of Appropriateness must be obtained from Pasco County pursuant to requirements of the Land Development Code.

t. General Conditions.

(1) Any outstanding amount for initial review by the TBRPC shall be paid within thirty (30) days after a detailed billing in accordance with the rule. Payment for any future activities of the TBRPC with regard to this development including, but not limited to, monitoring or enforcement actions, shall be paid to the TBRPC by the Developer in accordance with the Rule 73C-40.0252, FAC.

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

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

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

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

(6) Should development significantly depart from the parameters set forth in the Application to an extent that such departure or change creates a reasonable likelihood of additional regional impact, or creates any type of regional impact not previously reviewed by the

regional planning agency, the project will be subject to substantial deviation review pursuant to Section 380.06, Florida Statutes.

(7) Approval of Wiregrass Ranch DRI satisfies the provisions of Subsection 380.06(15), Florida Statutes, and the following provisions of the FAC, Rule 73C-40.041, Listed Plant and Wildlife Resources Uniform Standard Rule; Rule 73C-40.044, Hazardous Material Usage, Potable Water, Wastewater, and Solid Waste Facilities Uniform Standard Rule; Rule 73C-40.043, Archaeological and Historical Resources Uniform Standard Rule; Rule 73C-40.045, Transportation Uniform Standard Rule; and 73C-40.048, Adequate Housing Uniform Standard Rule.

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

u. Procedures.

(1) Biennial Reports.

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

(b) The Developer shall provide a biennial report on the required form to the Pasco County Planning & Growth Management Department, the TBRPC, and the DEO on the two (2) year anniversary date of final adoption of the Original DO as amended by the DO Amendment on October 9, 2007 and every two (2) years thereafter during the term of this DO. The contents of the biennial report shall meet the requirements of Section 380.06(18), Florida Statutes, and Section 73C-40.025(7) FAC, and shall include all additional data and information, as required in this DO.

(c) If the biennial report is not submitted within sixty (60) days after the due date, Pasco County shall notify the Developer and shall declare the project not to be in compliance with this DO. Should the report not be submitted within thirty (30) days after such notification, all on-going development activity, the further issuance of Building Permits, and the

extension of services to the project shall cease immediately pursuant to Section 380.06(17), Florida Statutes, as amended, until a public hearing has been held pursuant to Section 380.06(19), Florida Statutes, as amended, to determine if a substantial deviation has occurred.

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

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

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

iii. A synopsis of all DRI and zoning amendments.

iv. A synopsis of ownership (major parcels).

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

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

vii. An updated Entitlement Tracking Chart, if applicable.

(2) Amendments/Substantial Deviations.

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

(3) Notice of Adoption.

(a) A Notice of Adoption of this resolution shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(15)(f), Florida Statutes, as amended.

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

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

(4) Severability.

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

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

DONE AND RESOLVED this 14 day of January, 2014



BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

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

Jack Mariano  
JACK MARIANO, CHAIRMAN

## EXHIBITS

- A. Application\* (ADA and Sufficiency Responses)
- B. TBRPC DRI Final Report\* and NOPC Report
- C. Legal Description
- D. Developer's Commitments
- E. Entitlements Tracking Chart
- F. Land Use Equivalency Matrix
- G. Map H – Master Plan
- H. Proportionate Share Calculation
- I. Wiregrass Ranch DRI Transportation Mitigation Table
- J. Site Access/Intersections
- K. Wetlands Categorization Map
- L. Conservation Corridor
- M. Settlement Agreement with Pasco County and FDOT dated December 22, 2006\*
- N. Agreement with School Board
- O. Agreement with Florida Department of Community Affairs dated October 8, 2004\*
- P. Environmental Management Plan\*
- Q. Assignment of DRI Entitlements by Master Developer (as of September 7, 2010)

\*Incorporated by reference only

**EXHIBIT A**

**WIREGRASS RANCH DRI NO. 260**

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

**\*INCORPORATED BY REFERENCE AND ON FILE WITH THE PLANNING AND  
DEVELOPMENT DEPARTMENT**

**EXHIBIT B**

**WIREGRASS RANCH DRI NO. 260**

**TBRPC FINAL REPORT\* AND NOPC REPORT**

**\*INCORPORATED BY REFERENCE AND ON FILE WITH THE PLANNING AND  
DEVELOPMENT DEPARTMENT**



# NOPC

## Notice of Proposed Change Report

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

### **DRI #260 - WIREGRASS RANCH PASCO COUNTY**

On December 27, 2012 (dated same), the Applicant submitted a Notice of Proposed Change application requesting modifications to the Development Order. Supplemental information was provided on March 8, 2013 (dated same). The following constitutes a summary of project entitlements and history, a description of the proposal, and the Council recommendation.

#### **PROJECT DESCRIPTION**

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

With the Development Order being modified initially to resolve an appeal by the Florida Department of Community Affairs, whereby Exhibit I was amended to clarify the Phases 2 and 3 proportionate share mitigation requirements (i.e. October 9, 2007/Resolution No. 07-291), the Order had subsequently been modified three times, most recently on February 5, 2013 (Resolution No. 13-99). The Amendments have cumulatively: changed the Developer of Record to "Locust Branch, LLC; authorized Light Industrial, University, and Attraction/Recreation facility as potential uses which could be attained through the utilization of the Land Use Equivalency Matrix (LUEM); modified the limits of flexibility granted in association with the LUEM; modified the Master Development Plan (Map H); modified Exhibit E/Map H-3/"Land Use Schedule," which contains project acreages and designates parcel development by phase; modified Exhibit I (entitled "Wiregrass DRI Transportation Mitigation Terms and Conditions") to reflect renaming of "Porter Boulevard" as "Wiregrass Ranch Boulevard", extend the due dates associated with the required "Letters of Credit", increase the Phase 1 proportionate share credit for the hospital and medical office employment center uses, allocate entitlements attributable to each pipeline improvement and the subphasing of improvements 6 and 7, update the proportionate share costs to reflect July 2009 FDOT cost indexes; added "the Pasco County 2 year extension" to construction start dates and financial assurance column; modified the Land Use Table; modified numerous tables within Exhibit H to reflect the use of June 2009 FDOT cost indexes; extended all phase buildout and Development Order expiration dates; recognized conversions of 34 Single-Family residential units (from Phase 3) for 9,180 sq. ft. of Medical Office to be advanced to Phase 1, 84 Single-Family residential units (from Phase 3) to 707-student Community College campus to be advanced to Phase 1, and 251 Single-Family Detached Units (216 from Phase 2 & 35 from Phase 3) to 196 Hospital Beds and advanced to Phase 1; modified the underlying Future Land Use classifications assigned to the project from MU (Mixed Use) and RES-3

(Residential - 3 units/acre) to PD (Planned Development) within Subsections 1.e and 5.b.(4)(a) of the Development Order for consistency with the Pasco County Comprehensive Plan; Vested Office entitlements subject to conditions; Added provisions to recognize Pasco County’s adoption of an Urban Service Area, a Transportation Concurrency Exception Area and allowance for Mobility Fees in lieu of Transportation Concurrency; clarified language that already allows potential advancement of Land Uses and entitlements to an earlier phase; recognized land uses and entitlements that may be added to a phase without transportation analysis (i.e. “Exempt Uses”); replaced all references from “Department of Community Affairs” (DCA) to “Department of Economic Opportunity” (DEO); advanced all specifically approved Office entitlements to Phase 1; replaced Exhibit E with “Entitlement Tracking Chart” and clarified entitlement assignment process; authorized the Town Center to potentially be located on another Parcel(s) and revised the applicable standards; revised the locations and development standards of the Corporate Business Park and Hotel; added definitions for Traditional Neighborhood Design (TND) and Transit-Oriented Development (TOD); revised the provision for interconnectivity; updated the Ground Water and Surface Water Monitoring Plan (GSMP) Baseline Monitoring and reporting status; updated Exhibit L (Conservation Corridor Exhibit) and the Environmental Management Plan implementation status; updated the GPS Control Point provisions; updated the approval date of the Developer’s Agreement; clarified the responsibility for and conceptual nature of Exhibit J (Site Access/Intersections); updated and clarified trip generation monitoring program to adjust trip monitoring thresholds for any entitlements moved from one phase to another phase; clarified when Mobility Fees and Credits are applicable; updated the status of the Master Roadway Plan; identified which Parcels have been conveyed to the School Board; provided alternative locations for a District Park; revised the provisions for a general Government Service Center and clarify reservation of and responsibility for 75,000 sq. ft. of Office entitlements for government services buildings; made Exhibit M (“Settlement Agreement with Pasco County and FDOT dated December 22, 2006”) and Exhibit O (“Agreement with Florida Department of Community Affairs dated October 8, 2004”) reference only; revised Exhibit I (“Wiregrass Ranch DRI Transportation Mitigation Table”); advanced 2,000 Single-Family Detached from Phases 1C & 1D to Phase 1A and adjusted the Proportionate Share Per Trip Fee for Phases 1C & 1D accordingly; and revised the Conditions for when the Easement Agreement for the Park & Ride Facility must be provided, as well as the location and conditions for the Park & Ride Facility.

The following constitutes the revised/approved phasing schedule:

LAND USE		PHASE 1 (Buildout: 3/01/2026)	PHASE 2 (Buildout: 3/01/2026)	PHASE 3 (Buildout: 3/01/2026)	PHASE 4 <sup>2</sup> (Buildout: 3/01/2030)	TOTAL
<b>RESIDENTIAL</b>	<b>#</b>	6,000	4,473	0	1,000	11,473
	(Single-Family)	(4,000) <sup>1</sup>	(2,947) <sup>1</sup>	( 0)	( 0)	(6,947)
	(Multi-Family)	(2,000)	(1,526)	( 0)	(1,000)	(4,526)
<b>RETAIL</b>	<b>Sq. Ft.</b>	1,580,800	800,000	340,000	460,000	3,180,800
<b>OFFICE</b>	<b>Sq. Ft.</b>	1,059,080	0	0	875,000	1,934,080
<b>MEDICAL OFFICE</b>	<b>Sq. Ft.</b>	199,180	0	0	0	199,180
<b>HOTEL</b>	<b>Rooms</b>	480	0	0	0	480
<b>HOSPITAL</b>	<b>Beds</b>	371	0	0	0	371

LAND USE		PHASE 1 (Buildout: 3/01/2026)	PHASE 2 (Buildout: 3/01/2026)	PHASE 3 (Buildout: 3/01/2026)	PHASE 4 <sup>2</sup> (Buildout: 3/01/2030)	TOTAL
ATTRACTION & REC.	Sq. Ft.	300,000	0	0	0	300,000
COMM. COLLEGE	Students	707	0	0	0	707
UNIVERSITY	Students	0	0	0	0	0
LT. INDUSTRIAL	Sq. Ft.	0	0	0	0	0
GOLF	Holes	18	0	0	0	18
SCHOOLS/ELEMENTARY	#	1	1	1	1	4

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

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

### PROPOSED CHANGES UNDER THIS NOPC

The Applicant has requested the following modifications to the Development Order:

- 1 Add a 24-acre parcel to the project. The parcel was formerly dedicated to the County for construction of a “National Tennis Center”;
- 2 Revise Developer Commitments (*Exhibit D*) to reflect those Commitments which have been modified or are superseded by Conditions of the adopted Development Order;
- 3 Revise the Land Use Equivalency Matrix (*Exhibit F*) to reflect all conversion rates;
- 4 Revise the Master Development Plan (*Exhibit G/Map H*) to reflect addition of Tennis Center parcel and to relocate the Community Park & District Park to Parcel M21;
- 5 Revise the Proportionate Share Calculations (*Exhibit G*) based on new methodology procedures approved by the legislature and the current FDOT costs. The analysis techniques and procedures were contained in the Transportation Methodology Statement that was agreed to by the transportation review entities;
- 6 Revise the required transportation mitigation (*Exhibit I*) to reflect pipeline projects which have been revised or removed, consolidation of the former Phases 1-3 into a single phase, replace existing transportation obligations with only those resulting from the revised transportation analyses, update listing based on completed improvements, and rename “581 Bypass/Loop Road” pipeline project; [*Exhibit I & Condition 5.m.(1)*]
- 7 Change “Limited Exemption Uses” reference to “Exempt Uses” based on revised terminology contained in the Development Order; [*Stipulation 3.g. & Condition 5.b.(8)*]
- 8 Consolidate all specifically-approved phases (i.e. Phases 1-3) into a single phase to be known as “Phase 1.” Additionally, rename former “Phase 4” as “Phase 2,” while retaining its conceptual-approval status; [*Condition 4.a.(1) & Condition 4.b.(3)/Table 1*]

- 9 Clarify concurrency reservation, guarantee and vesting for public facilities, and transportation mitigation requirements for consistency with Development Agreement and Urban Service Area provisions; [*Conditions 4.a.(1)-(4)*]
- 10 Delete provision regarding potential advancement of land uses and entitlements to an earlier phase since specifically approved phases are being combined; [*Condition 4.a.(4)*]
- 11 Clarify and define the “Effective Period”; [*Conditions 4.b.(1)-(3)*]
- 12 Delete repetitive provisions regarding the County’s Urban Service Area/Transportation Concurrency Exception Area; [*Condition 4.d.(2)*]
- 13 Consolidate the retirement housing figures into a single phase and require Master Developer approval of any/all conversion(s) from age-restricted to *non* age-restricted housing units with corresponding increase in mobility fees; [*Conditions 5.b.(1)(a)-(c)*]
- 14 Revise Town Center designation to reflect updated requirements for *Traditional Neighborhood Development* (TOD), *Transit-Oriented Development* (TOD) and *Mixed-Use Trip Reduction Measures* (MUTRM); [*Condition 5.b.(2)(a)*]
- 15 Clarify “Exempt Use” status for Hospitals, Community College/University, Hotel, Attraction/Recreation facilities in accordance with the County’s Land Development Code; [*Conditions 5.b.(3)-(6)*]
- 16 Relocate the definition of “Traditional Neighborhood Design” (TND); [*Condition 5.b.(7)*]
- 17 Clarify the pedestrian/bike crossing design standards/requirements and change reference from “SR 581 Realignment” to “581 Bypass/Loop Road” to reflect renaming of roadway; [*Conditions 5.b.(9)(b)-(c)*]
- 18 Delete land use exchange provision related to potential exchange between phases since specifically approved phases are proposed for consolidation; [*Condition 5.c.(1)(a)*]
- 19 Delete land use exchange restrictions for Hospitals, Medical Office and Community College uses since these are would be considered “Exempt Uses”; [*Condition 5.b.(1)(c)*]
- 20 Change land use exchange conditions related to age-restricted housing units and allow for potential conversion(s). Any such conversion may/would require additional analyses and/or mitigation; [*Condition 5.c.(1)(f)*]
- 21 Delete the current restriction allowing a ten-percent increase of the total specifically-approved entitlements for any individual use. Alternatively, the maximum amount of each use will be governed by the Pasco County Comprehensive Plan; [*Conditions 5.c.(1)(g)-(h)*]
- 22 Delete land use exchange conditions related to any other amendments to the land use mix or proposed phasing schedule; [*Condition 5.c.(3)*]
- 23 Eliminate the phasing component of transportation mitigation since all specifically-approved phases are proposed for consolidation; [*Condition 5.m.(1)*]
- 24 Modify the trip generation monitoring provisions to recognize independent thresholds for Phases 1, 2 and 3 since phases are being consolidated; [*Condition 5.m.(4)*]
- 25 Clarify Neighborhood Park, District Park and Community Park as well as existing School conveyances; [*Condition 5.o.(1)*] and
- 26 Clarify and update several “General” conditions. [*Conditions 5.t.(2), 5.t.(3), 5.t.(6), 5.t.(7) and 5.t.(8)*]

**CONSISTENCY WITH SUBSECTION 380.06(19), FLORIDA STATUTES**

The following statutory citations apply to this proposal:

<b>SUBSECTION REFERENCE #</b>	<b>SUBSECTION VERBIAGE AND COMMENTARY (WHERE APPLICABLE)</b>
380.06(19)(a)	<i>Any proposed change to a previously approved development which creates a reasonable likelihood of additional regional impact, or any type of regional impact created by the change not previously reviewed by the regional planning agency, shall constitute a substantial deviation and shall cause the proposed change to be subject to further development-of-regional-impact review. There are a variety of reasons why a developer may wish to propose changes to an approved development of regional impact, including changed market conditions.</i>
380.06(19)(b)10.	<p><i>A 15-percent increase in the number of external vehicle trips generated by the development above that which was projected during the original development of regional impact review... shall constitute a substantial deviation and shall cause the development to be subject to further development-of-regional-impact review without the necessity for a finding of same by the local government.</i></p> <p>The proposal includes a provision to allow an expansion of potential “exempt uses” (i.e. County promoted and/or desired uses) which could be approved without a requirement for additional transportation analysis. While transportation mobility fees associated with “exempt uses” would be assessed and offset by County funding, an increase of project-related trips beyond the 15 percent identified in this citation could be experienced as a result of future expansion(s).</p>
380.06(19)(e)2.i.	<i>“Any renovation or redevelopment within a previously approved development of regional impact which does not change land use or increase density or intensity of use” [is not a Substantial Deviation]. However, adversely, any future intensification of project-related uses in any form or fashion would be presumed to constitute a Substantial Deviation.</i>
380.06(19)(e)3.	<i>“Except for the change authorized by subsubparagraph 2.f., any addition of land not previously reviewed or any change not specified in paragraph (b) or paragraph (c) shall be presumed to create a substantial deviation. This presumption may be rebutted by clear and convincing evidence.”</i>

**DISCUSSION**

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

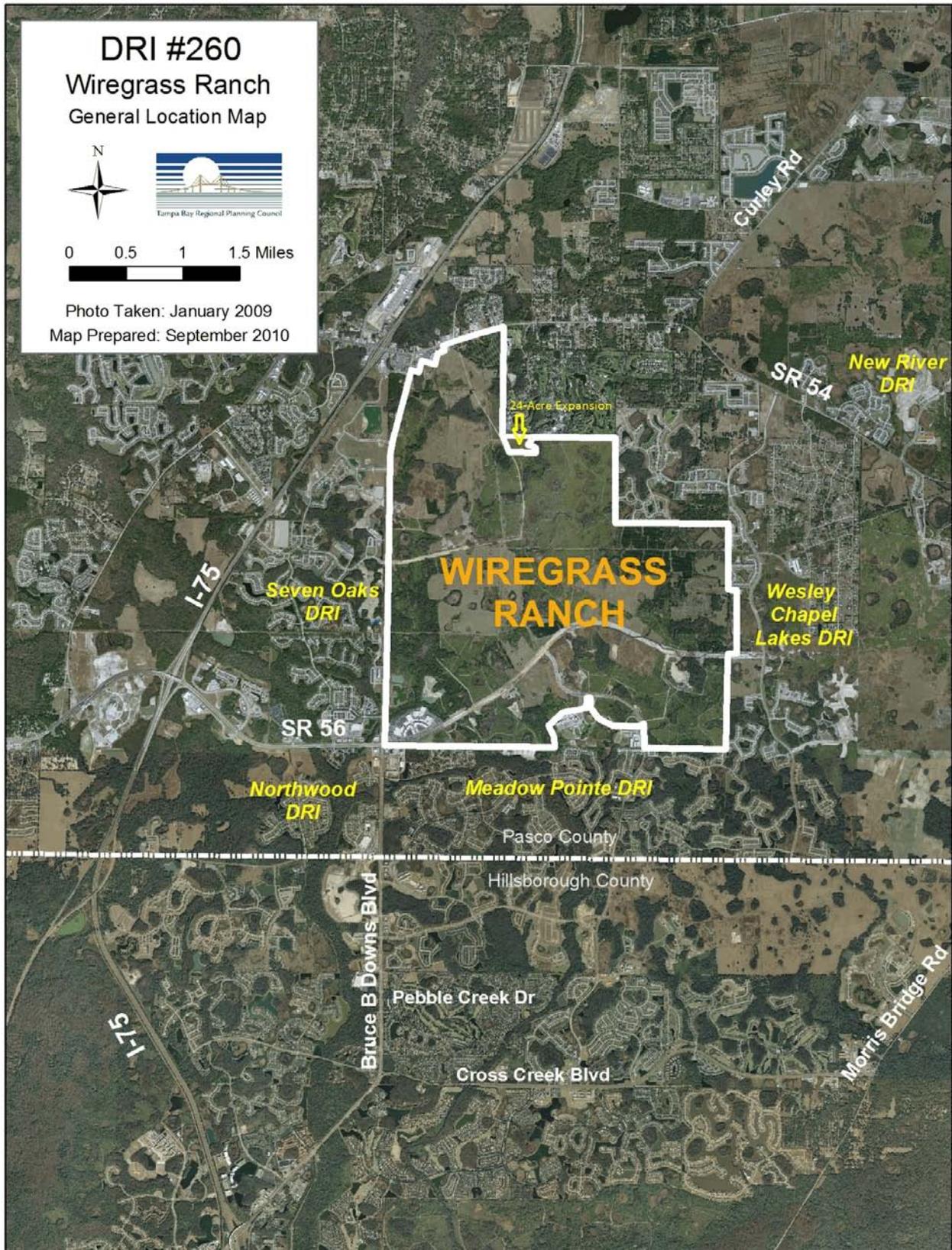
1. A 24-acre parcel was previously dedicated to Pasco County for construction of a “National Tennis Center” by Wiregrass Ranch. However, since this facility will not be constructed, “*Pasco County will be returning the parcel of land to Wiregrass Ranch*” for inclusion within the DRI. (March 8, 2013 correspondence/Page 1/Response to TBRPC #2)
2. The Applicant has proposed modifications to several Developer Commitments (Exhibit D) due to the fact that the particular Commitments have been superseded by Development Order provisions or are no longer relevant. (March 8, 2013 correspondence/Pages 2-3/Response to TBRPC #3)
3. The modifications to the Master Development Plan (Map H) requested are “*limited to the addition of the 24-acre National Tennis Center parcel (M4-E) and the relocation of the park site to Parcel M21*” (March 8, 2013 correspondence/Page 2/Response to TBRPC #6). It was subsequently acknowledged that Pasco County may additionally expand the boundary of Parcel O2 (with a corresponding reduction of Parcel M11 boundary) to reflect the location of the Hospital.
4. *Phase 2 (fka Phase 4) will remain conceptually-approved only.* (March 8, 2013 correspondence/Page 3/Response to TBRPC #8.A., Page 4/Response to TBRPC #11, and Page 4/Response to TBRPC #14)
5. The proposed consolidation of specifically-approved Phase 1-3 “*does not alter Phase 2 in any way and does not advance any conceptually-approved entitlements.*” (March 8, 2013 correspondence/Page 4/Response to TBRPC #12)
6. Potential exchanges of age restricted units to non-age restricted are proposed in accordance with the established conversion formulas identified in the LUEM. In addition:
  - By nature of the LUEM, any such conversion(s) would result in a comparable number of trips but fewer units overall (March 8, 2013 correspondence/Page 5/Response to TBRPC #15.A.).
  - No break down of housing types (i.e. age restricted vs. non-age restricted) was taken into account when conducting the education/student generation assessment in the initial DRI application. Therefore, any reduction of units would result in fewer projected students identified in the original analysis. (March 8, 2013 correspondence/Page 5/Response to TBRPC #15.B.)
  - No additional demands are anticipated for public utilities or parklands since each type is assessed on a per unit basis. (March 8, 2013 correspondence/Page 5/Response to TBRPC #15.C. & Page 6/Response to TBRPC #15.D., respectively)
7. The original DRI Transportation Analysis reviewed and approved for Wiregrass is still in effect and fully satisfies the DRI transportation analysis requirements of Sections 380.06(19)(e)(6) and 163.3180(5)(h), F.S. (March 8, 2013 correspondence/Page 9/Response to TBRPC #22.E.)
8. Section 5.b.(2)(a) of the proposed Amendatory language “*still requires a master plan for Parcel M7 be approved prior to any development in that parcel.*” (March 8, 2013 correspondence/Page 11/Response to TBRPC #30)

9. The acreage associated with the “Economic Development Project” is proposed to be reduced by one-acre (from 65 to 64 acres). However, *“the user still intends to develop up to 1,000,000 sq. ft. of Office uses by going vertical. The reduction of acreage is also a direct result of the Master Developer providing offsite infrastructure (e.g. stormwater retention, floodplain compensation, wetland mitigation, etc.) to serve the project.”* (March 8, 2013 correspondence/Page 12/Response to TBRPC #31)
10. *The Development Order currently allows for the addition of exempt uses up to the maximum allowed by Subarea Policy 7.1.8. and must be recognized through the NOPC process.* (March 8, 2013 correspondence/ Page 20/Response to FDOT #3)
11. Subsequent to the initial Wiregrass Ranch DRI approval, Pasco County has adopted a countywide Mobility Fee Ordinance whereby DRI and non-DRI level developments are assessed transportation fees based on trips being generated (transportation impacts) and location of entitlements. The projected total impact cost of Wiregrass Ranch DRI is estimated to be \$110 million. The projected Mobility Fee amount for the specifically approved uses that the Developer will be responsible for within the project is approximately \$65 million. The remainder of the mobility fees (~\$45 million) will be borne by Pasco County through a variety of funding sources in order to offset the anticipated impacts associated with the County’s desired and “exempt” uses. The revised proportionate share was calculated to be \$49,304,458 for all specifically-approved development with the project. Therefore, the Developer’s payment of their mobility fees or the completion of the transportation mitigation, or a combination thereof, fully satisfies the proportionate share obligation for the DRI. The County’s “Timing & Phasing Analysis” will be utilized to determine the timing associated with the transportation improvements.
12. Since Pasco County will be responsible for funding of the mobility fees associated with the “Exempt” project uses, it would up to Pasco County’s discretion to allow or recognize potential conversion(s) from “Exempt” to “Non-Exempt” uses within the Land Use Equivalency Matrix.

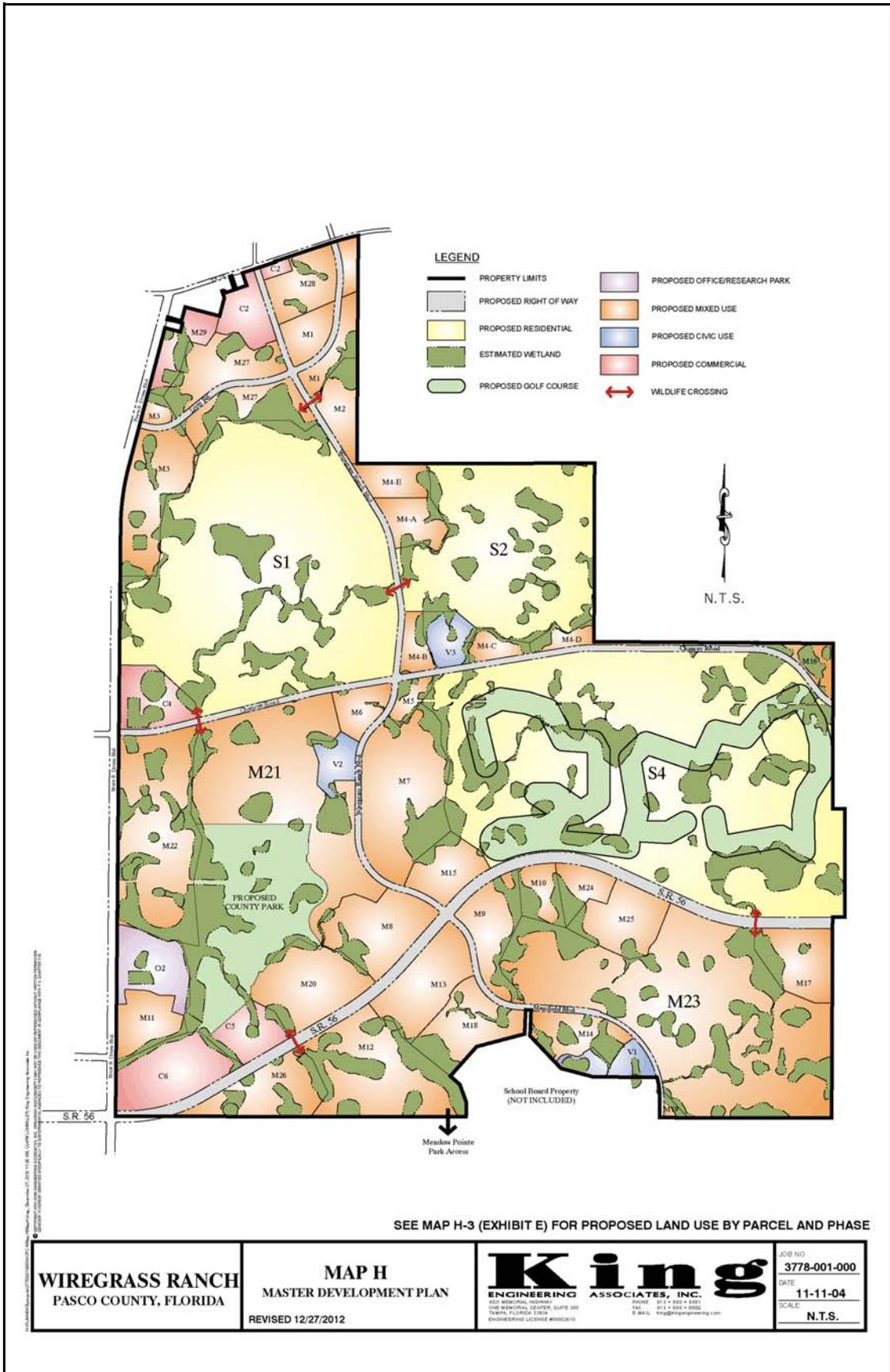
### **RECOMMENDED ACTION**

Indicate to Pasco County and the State Land Planning Agency that the proposal is presumed to create a Substantial Deviation, as defined above. However, it is the opinion of this agency that no unmitigated regional impacts would be expected upon inclusion of the recommendations/representations referenced above within the amendatory language, as may be appropriate.

**EXHIBIT 1  
GENERAL LOCATION MAP**



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



**EXHIBIT C**

**WIREGRASS RANCH DRI NO. 260**

**LEGAL DESCRIPTION**

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

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

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

815.00 FEET TO THE SOUTHEAST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27; THENCE N.89°54'24"W., A DISTANCE OF 270.00 FEET TO THE SOUTHWEST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27, SAID POINT ALSO BEING ON THE EAST LINE OF SAID SECTION 28; THENCE S.00°16'42"W., ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 4,472.09 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE N.89°56'42"W., ALONG THE SOUTH LINE OF SAID SECTION 28, A DISTANCE OF 2,652.67 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 28; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 28, N.89°34'44"W., A DISTANCE OF 1,172.72 FEET; THENCE LEAVING SAID LINE N.00°25'16"E., A DISTANCE OF 395.38 FEET TO A POINT OF CURVATURE; THENCE 506.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,940.00 FEET, DELTA 14°56'41", CHORD BEARING AND DISTANCE N.07°03'04"E., 504.59 FEET; THENCE N.89°34'44"W., A DISTANCE OF 1,421.64 FEET; THENCE N.75°14'58"W., A DISTANCE OF 737.43 FEET; THENCE N.43°32'32"W., A DISTANCE OF 1,001.00 FEET; THENCE N.02°23'47"E., A DISTANCE OF 35.94 FEET; THENCE N.02°23'47"E., A DISTANCE OF 536.40 FEET; THENCE N.86°22'56"W., A DISTANCE OF 120.03 FEET; THENCE S.02°23'47"W., A DISTANCE OF 538.96 FEET; THENCE S.75°15'08"W., A DISTANCE OF 1,105.62 FEET; THENCE S.41°40'57"W., A DISTANCE OF 878.18 FEET; THENCE S.48°19'03"E., A DISTANCE OF 283.03 FEET; THENCE S.20°01'02"E., A DISTANCE OF 408.18 FEET; THENCE S.00°06'28"W., A DISTANCE OF 330.06 FEET TO THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 29; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 29, N.89°58'04"W., A DISTANCE OF 2,518.69 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE N.89°58'27"W., ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 2,675.07 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 30; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 30, N.89°58'40"W., A DISTANCE OF 2,602.65 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) (A 200' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. N.00°29'34"E., A DISTANCE OF 13,100.79 FEET TO A POINT OF CURVATURE; 2. THENCE 1,389.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 5,629.80 FEET, DELTA 14°08'19", CHORD BEARING AND DISTANCE N.07°33'44"E., 1,385.72 FEET; 3. THENCE N.14°37'52"E., A DISTANCE OF 3,183.89 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.75°21'08"E., A DISTANCE OF 353.01 FEET; THENCE N.14°37'03"E., A DISTANCE OF 201.80 FEET; THENCE N.75°23'12"W., A DISTANCE OF 292.99 FEET; THENCE S.14°38'06"W., A DISTANCE OF 10.00 FEET; THENCE N.75°16'55"W., A DISTANCE OF 59.94 FEET; THENCE N.14°41'33"E., A DISTANCE OF 55.90 FEET; THENCE S.75°22'18"E., A DISTANCE OF 81.92 FEET; THENCE S.66°23'33"E., A DISTANCE OF 38.47 FEET; THENCE S.75°21'54"E., A DISTANCE OF 177.94 FEET; THENCE N.55°20'58"E., A DISTANCE OF 30.59 FEET; THENCE N.14°38'33"E., A DISTANCE OF 296.41 FEET; THENCE S.75°21'37"E., A DISTANCE OF 791.07 FEET; THENCE N.14°37'57"E., A DISTANCE OF 416.31 FEET; THENCE N.18°18'45"W., A DISTANCE OF 164.96 FEET; THENCE N.71°41'15"E., A DISTANCE OF 58.70 FEET; THENCE S.18°18'45"E., A DISTANCE OF 65.00 FEET; THENCE N71°41'15" E., A DISTANCE OF 207.00 FEET; THENCE N.18°18'45" W., A DISTANCE OF 310.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.71°41'15" E., A DISTANCE OF 50.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.18°18'45" E., A DISTANCE OF 310.00 FEET; THENCE N.71°41'15" E., A DISTANCE OF 245.00 FEET; THENCE N.18°18'45" W., A DISTANCE OF 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 (R/W VARIES); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1. N.71°40'25"E., A DISTANCE OF 580.63 FEET; 2. THENCE N.71°43'50"E., A DISTANCE OF 187.70 FEET; 3. THENCE N.18°18'45"W., A DISTANCE OF 20.00 FEET; 4. THENCE N.71°41'08"E., A DISTANCE OF 1,301.84 FEET TO A POINT OF CURVATURE; 5. THENCE 637.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5,729.58 FEET, DELTA 06°22'41", CHORD BEARING AND DISTANCE S.74°54'21"E., 637.49 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID SECTION 7 AND THE POINT OF BEGINNING.

CONTAINING 5,118.640 ACRES, MORE OR LESS

## TOGETHER WITH:

### LEGAL DESCRIPTION: INTERNATIONAL TENNIS CENTER

ALL THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 17 AND THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON CORNER BETWEEN SECTIONS 7, 8, 17 AND 18, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S00°17'04"W., ALONG THE LINE BETWEEN SAID SECTIONS 17 AND 18, A DISTANCE OF 1,322.31 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/4 OF SAID SECTION 17 FOR A POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF THE NORTH 1/4 OF SAID SECTION 17, N89°54'52"E., A DISTANCE OF 1,496.41 FEET; THENCE LEAVING SAID LINE S.27°24'42"E., A DISTANCE OF 19.26 FEET; THENCE S.27°24'42"E., A DISTANCE OF 30.32 FEET; THENCE S.81°20'00"E., A DISTANCE OF 73.87 FEET; THENCE S.11°10'34"W., A DISTANCE OF 16.14 FEET; THENCE S.84°40'35"W., A DISTANCE OF 60.61 FEET; THENCE S.25°30'52"E., A DISTANCE OF 22.26 FEET; THENCE S.18°00'53"E., A DISTANCE OF 45.22 FEET; THENCE S.27°45'10"W., A DISTANCE OF 52.04 FEET; THENCE N.76°54'12"W., A DISTANCE OF 43.86 FEET; THENCE S.81°19'08"W., A DISTANCE OF 29.73 FEET; THENCE S.41°18'54"W., A DISTANCE OF 43.25 FEET; THENCE S.66°14'45"W., A DISTANCE OF 33.96 FEET; THENCE S.70°30'07"W., A DISTANCE OF 30.27 FEET; THENCE S.24°21'42"W., A DISTANCE OF 40.47 FEET; THENCE S.49°32'44"W., A DISTANCE OF 37.70 FEET; THENCE S.88°45'05"W., A DISTANCE OF 27.00 FEET; THENCE S.07°56'04"E., A DISTANCE OF 51.58 FEET; THENCE S.46°01'59"W., A DISTANCE OF 51.53 FEET; THENCE S.26°14'40"W., A DISTANCE OF 55.86 FEET; THENCE S.28°06'22"E., A DISTANCE OF 18.09 FEET; THENCE N.70°44'48"E., A DISTANCE OF 50.36 FEET; THENCE N.66°03'28"E., A DISTANCE OF 43.33 FEET; THENCE S.84°10'42"E., A DISTANCE OF 46.39 FEET; THENCE S.61°50'08"E., A DISTANCE OF 36.84 FEET; THENCE S.66°07'39"E., A DISTANCE OF 43.71 FEET; THENCE S.67°22'47"E., A DISTANCE OF 56.94 FEET; THENCE N.53°29'29"E., A DISTANCE OF 3.88 FEET; THENCE S.42°01'17"E., A DISTANCE OF 74.66 FEET; THENCE S.35°23'51"E., A DISTANCE OF 35.73 FEET; THENCE S.28°14'49"E., A DISTANCE OF 48.81 FEET; THENCE S.00°16'25"E., A DISTANCE OF 34.10 FEET; THENCE S.15°01'14"E., A DISTANCE OF 37.26 FEET; THENCE S.10°07'36"W., A DISTANCE OF 47.77 FEET; THENCE S.58°17'36"W., A DISTANCE OF 18.29 FEET; THENCE S.01°21'00"E., A DISTANCE OF 34.15 FEET; THENCE S.89°54'52"W., A DISTANCE OF 1,235.69 FEET TO THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF PORTER BOULEVARD (A PROPOSED 140' R/W); THENCE ALONG SAID PROPOSED RIGHT-OF-WAY LINE, N32°00'57"W., A DISTANCE OF 901.62 FEET; THENCE LEAVING SAID LINE N89°54'52"E., A DISTANCE OF 122.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.000 ACRES MORE OR LESS.

**EXHIBIT D**

**WIREGRASS RANCH DRI NO. 260**

**DEVELOPER'S COMMITMENTS**

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

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

**GENERAL**

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

~~Site, Governmental Services Site, Fire/EMS Facility Site, Sheriff's Operations Facility Site, and Employment Center(s). (SR4/Page 9-4)~~

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

## **VEGETATION AND WILDLIFE**

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

*average 25-foot upland buffer. Maintenance of these areas in their natural condition should ensure the future survival of these plant species on the Wiregrass property. (SR2/page12-6)*

8. *Roadway crossings of selected streams within the Wiregrass property, where necessary to provide access to developable upland areas, will include appropriately sized culverts to maintain adequate hydrologic connectivity. Wildlife undercrossings (box culverts) will also be specified at such crossings to enable post-development wildlife movement. (SR2/Page 12-7)*
9. *The Applicant agrees to conduct pre-development breeding season surveys for listed species including the Florida sandhill crane (within appropriate onsite wetland habitats), Sherman's fox squirrel (within onsite woodland pasture or live oak hammock areas subject to development), wood storks and wading birds (within appropriate nesting habitat subject to development impacts). It is understood that such surveys will only be required when proposed development activities within any onsite parcel will immediately precede or coincide with the recognized breeding season for these listed species (i.e., between late January and May for the Florida sandhill crane and wood stork, between June and September for wading birds, and either May through August or November through March for Sherman's fox squirrel). (SR4/Page 12-1)*
10. *Onsite creation mitigation areas are being designed and constructed so as to create a matrix of shallow and deep zones which will serve to maximize potential for wading bird foraging opportunities and will potentially afford additional habitat for nesting by Florida sandhill cranes. (SR4/Page 12-2)*

## **WETLANDS**

1. *There will be no effort to further drain the site or lower wetland hydroperiods by way of drainage ditch construction. Where such artificial drainage ditches do occur, each will be assessed individually for potential abandonment at the construction plan development stage. (ADA/Page 13-3)*
2. *With 377± acres of creation mitigation identified on the conceptual site plan, the current plan represents greater than 2 acres of wetland creation for each acre to be impacted. (ADA/Page 13-8)*
3. *Wetland buffers will be provided as well as the maintenance of acceptable hydroperiods. (ADA/Page 14-4)*
4. *While certain offsite connectivity locations for these roadways are fixed (pre-determined by local government), the Applicant intends to propose an alignment for each of these roadways that accomplishes avoidance and minimization of wetland impacts to the greatest extent practicable. Similarly, site plans for each of the individual residential development parcels will include avoidance and minimization of wetland impacts (especially to higher quality wetlands) to the greatest extent practicable. (SR1/Page 13-8)*
5. *Prior to permitting and site development for any portion of the project, onsite wetlands will be delineated, surveyed and field verified/approved by the appropriate regulatory agencies to*

*further refine the jurisdictional boundaries of onsite wetlands. (SR2/Page 13-1)*

6. *[In order to facilitate the development of viable wetland habitats in close proximity to active production wells], Applicant agrees to consult with Tampa Bay Water regarding the creation of any wetlands within the southwestern portion of the site (Parcels C5, C6, C7 and M12). (SR2/Page 13-4)*
7. *The golf course is not to be located in the environmentally sensitive north/south wetland corridor... The Applicant has agreed to design the golf course in conformance with the Audubon Signature Silver Program. (SR3/Page 10-12)*
8. *The Applicant agrees to show [all conservation easements, wildlife corridors and wildlife crossing locations with buffer areas] on all future plan submittals. (SR3/Page 13-1)*
9. *The Applicant will commit to design the stormwater management system to provide full treatment prior to discharge into Wetland H25. (SR3/Page 13-4)*
10. *The Applicant further commits to the provision of a natural upland buffer around the perimeter of Wetland H25 which will have an average width of greater than 25', with portions of the buffer expanding well beyond 25' in width. In addition, the proposed stormwater treatment ponds adjacent to Wetland H25 will serve to further buffer the wetland from surrounding residential lots and roadways in the post-development condition. (SR3/Page 13-4)*
11. *In order to promote long-term persistence of the existing pitcher plant colony associated with Wetland H25, the applicant will implement a management plan for this wetland. The management plan (under the responsibility of the CDD) [Developer Clarification: or other permanent maintenance entity] will include semi-annual mechanical thinning of invasive woody (shrubs & small trees) and weedy (grasses and tall herbs) vegetation. Removal of any grass or leaf build up (by use of hand rakes or other non-invasive means) will also occur during these periodic maintenance events. (SR3/Page 13-4)*
12. *This wetland [Wetland H25] will be preserved (as will other wetlands within the project) via recording of a conservation easement to be dedicated to Pasco County or the CDD [Developer Clarification: or other permanent maintenance entity]. (SR3/Page 13-4)*

## **WATER QUALITY**

1. *Accepted engineering practices will be utilized within on-site retention, detention, and filtration stormwater management facilities. (ADA/Page14-3)*
2. *On-site surface waters within Wiregrass Ranch DRI will be protected from construction impacts by various measures, including the use of staked hay bales and silt screen fences in order to reduce both erosion and sediment transport into wetland areas. (ADA/Page 14-4)*
3. *The deeper clayey semi-confining unit materials will not be excavated for stormwater pond/lake construction; therefore, they will remain in place and provide protection to the Floridan Aquifer*

system. (SR1/Page 14-1)

4. *During the project design phase, prior to permitting, as required by SWFWMD and Pasco County, the project geotechnical engineer will perform a geotechnical assessment of each proposed stormwater pond/lake area, via a series of Standard Penetration Test borings per ASTM D-1586... (SR1/Page 14-8)*
5. *The Applicants will provide SWFWMD Public Awareness Brochures such as “Protect Your Family and Our Water Resources from Household Chemicals” and “Florida Friendly Landscaping” within its sales and leasing centers... (SR1/Page 14-11)*
6. *As presented within Exhibit 14-5, Wiregrass “Ecosystem and Watershed Planning” narrative and the riverine habitat corridor exhibit, the Applicant is also providing a ±250 acre open space corridor adjacent to this resource [i.e. on-site tributary to Trout Creek] to further protect it in the post development condition [Developer Clarification: as depicted in the ADA]. (SR2/Page 10-3)*
7. *The Applicant does not propose any golf course in, or adjacent to, the North South Wetland Corridor Preservation Area. (SR2/Page 10-12)*
8. *The Applicant will create a Groundwater Management Plan to include groundwater and surface water monitoring. The Applicant will consult with FDEP on background water quality sampling points and monitoring requirements. (SR2/Page 14-2)*
9. *The issue of sinkhole potential will be properly and carefully evaluated in any significant site planned or contemplated effluent holding or storage ponds, and in specific larger scale building or structures areas where deep SPT borings are necessary to the limestone level for prudent geotechnical evaluation/assessment. Appropriate subsurface remediation and/or site plan changes will be made, if necessary, based on geotechnical studies specifically designed related to this matter, at the time such studies are warranted. (SR2/Page 14-9)*
10. *The applicant commits to preparing a groundwater monitoring plan, and will incorporate this requirement into the Development Order as a condition of approval. (SR2/Page 14-10)*
11. *The Applicant understands the environmental sensitivity of these off-site water resources [i.e. Trout Creek, Clay Gully/Locust Branch and other tributaries to the Hillsborough River] and has agreed to provide a significant buffer to the Category I wetland on-site that is a tributary to Trout Creek [Developer Clarification: as depicted in the ADA]. (SR3/Page 10-11)*
12. *The Applicant has agreed to include these items (i.e. Phase I Assessment, all historical test bore subsurface data, and a focus on site-specific areas where rapid or direct discharge of reclaimed water to the Floridan aquifer is to be avoided] in the Groundwater Monitoring Plan. (SR3/Page 14-1)*

## **SOILS**

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

## **FLOODPLAINS**

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

## **WATER SUPPLY**

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

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

- A. *In the event of production failure or shortfall by Tampa Bay Water, as set forth in Section 3.19 of the Interlocal Agreement creating Tampa Bay Water, the Developer, regardless of the permitted use, shall grant Pasco County access to, and shall cooperate with, the County in the allocation of water generated within the project pursuant to any and all*

*Water Use Permits or water use rights the Developer may have to use or consume surface or groundwater with Pasco County.*

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

### **WASTEWATER MANAGEMENT**

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

### **STORMWATER MANAGEMENT**

- 1. It is the applicant's intent to seek opportunities within the design to help restore wetlands on site that possess degraded hydrology by using isolated wetlands for stormwater treatment. (ADA/Page 10-18 & SR3/Page 10-18 [Revised General Project Description])*
- 2. Where stormwater is routed through an isolated wetland system, a sedimentation basin will be provided on the upstream side of the isolated system. Where lakes or ponds are to be constructed adjacent to isolated system, littoral zone areas, as well as deeper sump areas, will be constructed as part of the new system. When new wetland systems are to be created, they shall include the construction of a littoral zone that presents a favorable environment for establishment of suitable native aquatic vegetation. (ADA/Page 19-2)*
- 3. The developer and/or his assigns, including possible purchasers of individual development tracts, will assume the responsibilities to manage the [stormwater] system at full development. (ADA/Page 19-4)*
- 4. The applicant agrees to demonstrate through modeling that stormwater discharge volumes are not reduced by the development of this project. (SR3/Page 19-2)*

### **TRANSPORTATION**

- ~~1. [Wiregrass Ranch] is providing rights of way for three new regional roadway extensions, and will construct such roadways as part of its transportation mitigation plan. (ADA/Page 10-17 & SR3/Page 10-17 [Revised General Project Description])~~ Superseded by the adopted Development Order.*

2. *All primary access points and major internal collector roadways have been designed and constructed to provide sufficient geometry to accommodate transit vehicles. (ADA/Page 21-8)*
3. ~~*The Applicant has acknowledged that a Development Order Condition will be prepared to require the mitigation of any assumed transportation improvements that have not been completed and were outside of the five year work program. (SR2/Page 21-7) Superseded by the adopted Development Order.*~~
4. ~~*The Applicant also will cooperate to insure there is no disproportionate mitigation burden placed upon office or other employment uses, versus the residential uses, in the mitigation and pipeline approval process with the County, for approval of the Development Order. (SR5/Page 21-15) Superseded by the adopted Development Order.*~~

### **AIR QUALITY**

*To minimize wind erosion, clearing and grubbing operations will be performed only on individual parcels of land where construction is scheduled to proceed. (ADA/Page 22-1)*

### **RECREATION AND OPEN SPACE**

1. ~~*Wiregrass Ranch, Inc. has agreed to donate to Pasco County, Florida a 24-acre site adjacent to Wiregrass Ranch DRI, for a National Tennis Center and recreational complex, which will be a public facility. (ADA/Page 10-11 & SR3/Page 10-13 [Revised General Project Description]) Superseded by the adopted Development Order.*~~
2. *Parks will be planned for the individual residential tracts within Wiregrass. (SR1/Page 26-1)*
3. *One golf course presently is planned for Wiregrass DRI, in Parcel S-4. This 18-hole golf course will be accessible to the public. (SR1/Page 26-1)*

### **ENERGY**

1. *The developer will provide natural gas based on available capacity to serve the project at a reasonable cost and consumer demand. (SR1/Page 29-1)*
2. *The applicant is also working with Withlacoochee River Electric Cooperative and Florida Power to provide an energy substation on-site to provide an efficient energy distribution system. (SR1/Page 29-1)*

**EXHIBIT E**

**WIREGRASS RANCH DRI NO. 260**

**ENTITLEMENT TRACKING CHART**



**EXHIBIT F**

**WIREGRASS RANCH DRI NO. 260**

**LAND USE EQUIVALENCY MATRIX**

**EXHIBIT F**  
**WIREGRASS DRI LAND USE EQUIVALENCY MATRIX**  
 (Revised 12/11/13)

ITE LUC		To Single Family (Units)	To Multi Family (Units)	To Town House (Units)	To Elderly Housing Detached (Units)	To Elderly Housing Attached (Units)	To Office (1,000 s.f.)	To Retail (1,000 s.f.)	To Medical Office (1,000 s.f.)	To Hospital (1 bed)	To Golf Course (1 hole)	To Hotel (1 occupied room)	To Jr/Community College (1 FTE student)	To University/ College (1 student)	To General Light Industrial (1000 s.f.)	To Attractions & Recreation Facility (1000 s.f.)	To Movie Theater (1 screen)
210	From Single Family - Detached	-	1.63	1.94	3.88	9.18	0.68	0.27	0.27	0.78	0.37	1.44	8.42	6.73	1.03	0.36	0.07
220	From Multi Family units	0.61	-	1.19	2.38	5.64	0.42	0.17	0.17	0.48	0.23	0.89	5.17	4.13	0.63	0.22	0.05
230	From S.F. Attached/Townhouse units	0.51	0.84	-	2.00	4.73	0.35	0.14	0.14	0.40	0.19	0.74	4.33	3.47	0.53	0.18	0.04
251	From Elderly Housing Detached units	0.26	0.42	0.50	-	2.36	0.17	0.07	0.07	0.20	0.09	0.37	2.17	1.73	0.27	0.09	0.02
252	From Elderly Housing Attached units	0.11	0.18	0.21	0.42	-	0.07	0.03	0.03	0.08	0.04	0.16	0.92	0.73	0.11	0.04	0.01
820	From Retail (1,000's sq. ft.)	3.71	6.05	7.21	14.42	34.09	2.52	-	1.01	2.88	1.37	5.36	31.25	25.00	3.83	1.33	0.27
720	From Medical Office (1,000's sq. ft.)	3.68	6.00	7.15	14.31	33.82	2.50	0.99	-	2.86	1.36	5.31	31.00	24.80	3.80	1.32	0.27
430	From Golf Course (1 hole)	2.71	4.42	5.27	10.54	24.91	1.84	0.73	0.74	2.11	-	3.91	22.83	18.27	2.80	0.97	0.20
610	From Hospital (1 bed)	-	-	-	-	-	0.87	-	0.35	-	-	1.86	10.83	8.67	1.33	-	0.10
310	From Hotel ( 1 occupied room)	0.69	1.13	1.35	2.69	6.36	0.47	0.19	0.19	0.54	0.26	-	5.83	4.67	0.71	0.25	0.05
540	From Jr/Community College (1 FTE student)	-	-	-	-	-	0.08	-	0.03	0.09	-	0.17	-	-	0.12	0.04	0.01
710	From Office (1,000 sq. ft.)	-	-	-	-	-	-	-	0.40	-	-	-	-	-	1.52	-	0.11
110	From General Light Industrial (1,000's sq. ft.)	-	-	-	-	-	0.66	-	0.26	0.75	-	1.40	8.17	6.53	-	0.35	0.07
n/a	Attractions & Recreation Facility (1,000 sq.ft.)	2.79	4.55	5.42	10.85	25.64	1.89	0.75	0.76	2.17	1.03	4.03	23.50	18.80	2.88	-	0.21
550	From University (1 Student)	0.15	0.24	0.29	0.58	1.36	0.10	0.04	0.04	0.12	0.05	0.21	1.25	-	0.15	0.05	0.01
445	From Movie Theater (1 screen)	13.50	22.00	26.23	52.46	124.00	9.15	3.64	3.67	10.49	4.98	19.49	113.67	90.93	13.92	4.84	-

- Note: 1. Office may be exchanged for medical office and light industrial uses subject to the requirements of the Dev. Order.  
 2. Hospital beds may be exchanged for office, medical office and light industrial uses subject to the requirements of the Dev. Order.  
 3. The land use trade-offs may occur pursuant to the thresholds defined within the Development Order and the table below.  
 4. Trip rate of 2.82 was used for the proposed Attraction & Recreation Facility, which was based on the weighted average of the PM peak hour trip rates for Ice Skating Rink (ITE LUC 465) and Shopping Center (ITE LUC 820).

Land Use	Proposed	Min. Dev.	Max. Dev. <sup>(1)</sup>
Residential	10,473	9,425	16,000
Office and Medical Office (msf)	<del>1,26</del> 2,6	1.13	2.60
Retail (msf)	2,72	2.45	3.50
Hospital (beds)	<del>321</del> 600	300	600
Hotel rooms	<del>480</del> 600	432	600
Attractions and Recreation Facilities (ARF) <sup>(2)</sup> (sf)	300,000	270,000	330,000
Community College (f.l.e. students)	<del>707</del> 4,000	636	4,000
Golf Course (holes)	18	0	36
Light Industrial (sf)	1,000,000	0	1,000,000
University		0	1,700
Movie Theater (screen)		0	24 screens

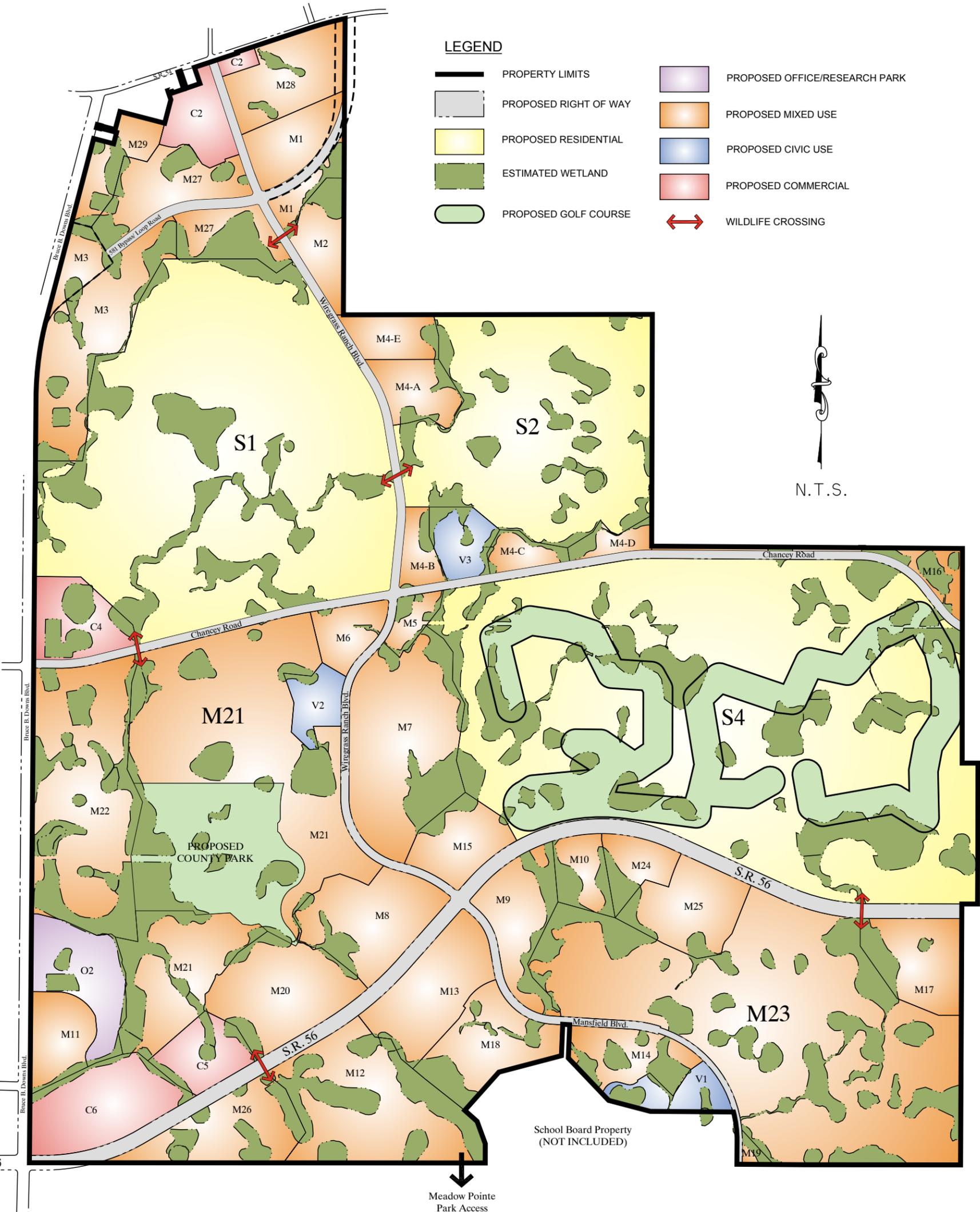
Land Use	Hour Trip Generation
Single Family Detached (unit)	1.01
Single Family Attached/Townhouse (unit)	0.52
Multi-family (unit)	0.62
Elderly Detached (unit)	0.26
Elderly Attached (unit)	0.11
Office (1,000s.f.)	1.49
Retail (1,000s.f.)	3.75
Medical Office (1,000s.f.)	3.72
Hospital (bed)	1.3
Golf Course (hole)	2.74
Hotel (room)	0.7
Community College (FTE student)	0.12
University/College (student)	0.15
Light Industrial (1,000 s.f.)	0.98
Movie Theater (screen)	13.64
Attraction and Recreation Facility	2.82

<sup>(1)</sup> Maximum thresholds shown above shall be the maximum allowed pursuant to Subarea Policy FLU 7.1.8, Wiregrass Ranch Subarea Policies, in the Comprehensive Plan.  
<sup>(2)</sup> Attraction and Recreation Facilities shall not exceed a 6,000 seats facility and 24 movie theater screens.

**EXHIBIT G**

**WIREGRASS RANCH DRI NO. 260**

**MAP H – MASTER PLAN**



**LEGEND**

- PROPERTY LIMITS
- PROPOSED RIGHT OF WAY
- PROPOSED RESIDENTIAL
- ESTIMATED WETLAND
- PROPOSED GOLF COURSE
- PROPOSED OFFICE/RESEARCH PARK
- PROPOSED MIXED USE
- PROPOSED CIVIC USE
- PROPOSED COMMERCIAL
- WILDLIFE CROSSING



SEE MAP H-3 (EXHIBIT E) FOR PROPOSED LAND USE BY PARCEL AND PHASE

H:\PLANNING\projects\3778\01\000\HOPC.dwg, May 17, 2013 8:22 AM, CLARK C. LOHMILLER, King Engineering Associates, Inc.  
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**WIREGRASS RANCH**  
PASCO COUNTY, FLORIDA

**MAP H**  
MASTER DEVELOPMENT PLAN

REVISED 5/16/2013

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JOB NO.  
**3778-001-000**

DATE:  
**11-11-04**

SCALE:  
**N.T.S.**

**EXHIBIT H**

**WIREGRASS RANCH DRI NO. 260**

**PROPORTIONATE SHARE CALCULATION**



**Wiregrass DRI Improvement Costs - REVISED ~~10/26/2009~~ 12/20/2012**  
**Concept Plans - Link Improvement Costs**

Intersection	Phase(s)*	Total- Construction- Cost	PE-Design- (15%)	CEI (15%)	ROW-Cost	Total-Project Cost	Reduced- Total- Project- Cost**	Reduced Total Project Cost**
<b>Links</b>								
I-75 from I-275 to SR 56	1,2 and 3	\$11,409,000	\$1,711,350	\$1,711,350	\$7,187,400	\$22,019,100	\$14,464,347	\$11,397,086
I-75 from SR 56 to Overpass Road	1,2 and 3	\$54,241,000	\$8,136,150	\$8,136,150	\$8,300,000	\$78,813,300	\$51,772,457	\$40,793,764
I-75 from Overpass Road to SR 52	1,2 and 3	\$22,389,000	\$3,358,350	\$3,358,350	\$2,286,900	\$31,392,600	\$20,624,799	\$16,248,810
SR 54 from US 41 to CR 54/SR 56	1	\$35,734,000	\$5,360,100	\$5,360,100	\$27,192,450	\$73,646,650	\$48,378,484	\$38,119,506
SR 54 from US 41 to CR 54/SR 56	2 and 3	\$22,029,000	\$3,304,350	\$3,304,350	\$27,192,450	\$55,830,150	\$36,674,826	\$28,897,686
SR 581 (Bruce B Downs)	1,2 and 3	\$10,730,000	\$1,609,500	\$1,609,500	\$0*	\$13,949,000	\$9,163,098	\$7,220,002

\*ROW included in intersection concept plan

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

		Reduced Total Project Cost**
I-75 from I-275 to 56:	\$22,019,100	\$11,397,086
I-75 from 56 to 54:	\$41,809,492	\$21,640,593
I-75 from 54 to 52:	\$68,396,408	\$35,401,981

		Reduced Total Project Cost**
Phase 1		
SR 54 from US 41 to Collier:	\$43,123,000	\$22,320,465
SR 54 from Collier to Livingston:	\$4,492,657	\$2,325,399
SR 54 Livingston to SR 56:	\$26,030,993	\$13,473,642

		Reduced Total Project Cost**
Phase 2 and 3		
SR 54 from US 41 to Collier:	\$33,926,800	\$17,560,512
SR 54 from Collier to Livingston:	\$3,223,869	\$1,668,675
SR 54 Livingston to SR 56:	\$18,679,481	\$9,668,499

\*\*Concept plan costs were reduced by ~~34.31%~~ 48.24%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June ~~2009~~ 2012.

% Change 34.31% 48.24%

Above %reduction is applied to concept plans throughout

TABLE 21-14C  
 WIREGRASS DRI - PHASE 1  
 PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS  
 REVISED 10-26-09 12-20-2011

Intersection	Improvement <sup>2</sup>	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost (June '09)	Total Improvement Cost (June '11)	% Contribution <sup>3</sup>	% Contribution <sup>1</sup>	Proportionate Cost (June '09)	Proportionate Cost (June '11)
SR 54 @ CR 581 <sup>4</sup>	NBR						\$831,214				\$831,214
	EBR										
	SBL	3342	13,347	14,432	1,085	\$117,168,237	\$376,578	53.86%	100.00%	\$63,137,453	\$376,578
	WBL 45-over										
	Signal Timings						\$46,513				\$46,513
SR 54 @ Morris Bridge	Receiving lane for EBL						\$3,209,708	\$1,092,233		\$466,878	
	Receiving lane for EBF						\$3,209,708	\$1,092,233		\$466,878	
	WBT Auxiliary Lane	588	5,693	6,997	1,304	\$3,209,708	\$1,092,233	20.68%	45.09%	\$666,878	\$838,334
	EBR						\$433,645	\$376,578		\$67,027	
	NBR						\$908,652	\$831,214		\$206,472	\$374,811
	EBR						\$908,652	\$831,214		\$206,472	
Signal Timings						\$68,216	\$46,513		\$42,440	\$20,974	
SR 54 @ Curley Road	Receiving lane for EBL						\$3,209,708	\$1,092,233		\$708,644	
	EBL						\$433,645	\$376,578		\$161,833	
	SBL	1460	8,565	8,799	234	\$3,209,708	\$376,578	32.07%	100.00%	\$161,833	\$376,578
	Receiving lane for EBF						\$3,209,708	\$1,092,233		\$708,644	
	WBF Auxiliary Lane						\$3,209,708	\$1,092,233		\$708,644	
Signal Timings						\$68,216	\$46,513		\$48,828	\$46,513	
Bruce B Downs Blvd @ Dona Michelle Rd	Receiving lane for SBL						\$3,209,708	\$1,092,233		\$3,076,644	\$1,092,233
	Receiving lane for NBF						\$3,209,708	\$1,092,233		\$3,076,644	
	NBF Auxiliary Lane	1466	15,036	15,416	380	\$3,209,708	\$1,092,233	93.07%	100.00%	\$2,076,644	
	SBL						\$433,645	\$376,578		\$445,165	\$376,578
	Signal Timings						\$68,216	\$46,513		\$65,428	\$46,513
Bruce B Downs Blvd @ Regents Park	Receiving lane for SBL						\$3,209,708	\$1,092,233		\$1,469,633	
	Receiving lane for NBL						\$3,209,708	\$1,092,233		\$1,469,633	
	SBL						\$433,645	\$376,578		\$248,533	
	NBL	2515	13,452	13,463	11	\$3,209,708	\$376,578	52.47%	100.00%	\$248,533	
	NBF Auxiliary Lane						\$3,209,708	\$1,092,233		\$1,469,633	
	Receiving lane for NBT						\$3,209,708	\$1,092,233		\$1,469,633	\$1,092,233
	EBL						\$433,645	\$376,578		\$248,533	\$376,578
Signal Timings						\$68,216	\$46,513		\$30,810	\$46,513	
Bruce B. Downs @ Pebble Creek	NBT Auxiliary Lane						\$3,209,708	\$1,092,233		\$929,262	\$837,804
	SBL	2490	7,067	12,988	5,921	\$433,645	\$376,578	42.05%	42.05%	\$499,185	\$358,365
	Signal Timings						\$68,216	\$46,513		\$33,602	\$19,560
Bruce B Downs Blvd @ Highlands Preserve	Receiving lane for SBL						\$3,209,708	\$1,092,233		\$3,188,166	\$1,092,233
	SBL						\$433,645	\$376,578		\$288,345	\$376,578
	NBR	1719	14,054	14,055	1	\$908,652	\$831,214	100.00%	100.00%	\$1,421,320	\$831,214
	WBL						\$433,645	\$376,578		\$98,345	\$376,578
	Signal Timings						\$68,216	\$46,513		\$23,840	\$46,513
County Line Road @ SR 581	NBR						\$908,652	\$831,214		\$745,833	
	SBL						\$433,645	\$376,578		\$353,761	
	EBL	3302	13,186	13,372	186	\$433,645	\$376,578	74.69%	100.00%	\$443,761	\$376,578
	WBL						\$433,645	\$376,578		\$353,761	
	NBL						\$433,645	\$376,578		\$353,761	
	Signal Timings						\$68,216	\$46,513		\$43,824	\$46,513

TABLE 21-14C  
 WIREGRASS DRI - PHASE 1  
 PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS  
 REVISED 10-26-09 12-10-2011

Intersection	Improvement <sup>1</sup>	Project Traffic	Before Capacity	After Imp. Capacity	Difference In Capacity	Total Improvement Cost (June '09)	Total Improvement Cost (June '12)	% Contribution <sup>2</sup>	% Contribution <sup>3</sup>	Proportionate Cost (June '09)	Proportionate Cost (June '12)
Bruce B. Downs @ Cross Creek	Receiving Lane for SBL					\$2,209,708	\$1,092,233			\$2,209,708	
	EBL	2110	12,750	13,050	300	\$423,645	\$376,578			\$423,645	\$376,578
	NBH					\$423,645	\$376,578	100.00%		\$423,645	
	SBL					\$423,645	\$376,578			\$423,645	
	Signal Timings					\$68,216	\$46,513			\$68,216	\$46,513
Bruce B. Downs @ Amberly Drive	NBH					\$423,645	\$376,578			\$423,645	
	WBL	227	10,016	10,026	1,010	\$423,645	\$376,578	2.89%	2.89%	\$423,645	
	SBL					\$423,645	\$376,578			\$423,645	
	Signal Timings					\$68,216	\$46,513			\$68,216	\$46,513
	Bruce B. Downs @ Tampa Palms	NBH					\$423,645	\$376,578			\$423,645
WBL		227	11,097	11,882	785	\$423,645	\$376,578	1.01%	100.00%	\$423,645	\$376,578
SBL						\$423,645	\$376,578			\$423,645	
Signal Timings						\$68,216	\$46,513			\$68,216	\$46,513
Bruce B. Downs @ Commerce Palms		Receiving Lane for SBL					\$2,209,708	\$1,092,233			\$2,209,708
	NBL	671	9,499	12,794	3,295	\$423,645	\$376,578	15.90%	15.90%	\$423,645	\$59,878
	SBL					\$423,645	\$376,578			\$423,645	\$59,878
	Signal Timings					\$68,216	\$46,513			\$68,216	\$7,316
	Bruce B. Downs @ Hearts	Receiving Lane for NBH					\$2,209,708	\$1,092,233			\$2,209,708
NBH		208	8,300	11,005	2,705	\$423,645	\$376,578	0.83%	0.83%	\$423,645	
EBL						\$423,645	\$376,578			\$423,645	
SBL						\$423,645	\$376,578			\$423,645	
Signal Timings						\$68,216	\$46,513			\$68,216	\$6,274
Bruce B. Downs @ Slipper Road	NBH	228	5,014	10,385	5,371	\$423,645	\$376,578	9.22%	9.22%	\$423,645	
	Signal Timings					\$68,216	\$46,513			\$68,216	\$5,111
Bruce B. Downs @ Lake Forest Road	SBL	103	9,117	12,516	3,399	\$423,645	\$376,578	3.45%	3.45%	\$423,645	
	Signal Timings					\$68,216	\$46,513			\$68,216	\$7,023
Cullin Flory @ County Line Rd.	EBL					\$423,645	\$376,578			\$423,645	
	WBL	128	5,274	6,230	956	\$908,623	\$831,214	14.44%	14.44%	\$1,444,169	
	Signal Timings					\$68,216	\$46,513			\$68,216	\$8,476
US 41 @ County Line Road	NBL					\$908,623	\$831,214			\$908,623	
	EBL					\$423,645	\$376,578			\$423,645	
	WBL	148	5,308	6,911	1,603	\$423,645	\$376,578	9.23%	9.23%	\$423,645	\$43,230
	EBF Auxiliary Lane					\$2,209,708	\$1,092,233			\$2,209,708	\$204,024
	Receiving Lane for EBF					\$2,209,708	\$1,092,233			\$2,209,708	\$104,024
	Signal Timings					\$68,216	\$46,513			\$68,216	\$5,121
SH 44 @ Old Passes Road	EBL	520	4,638	6,906	2,268	\$423,645	\$376,578	21.06%	21.06%	\$1,041,010	
	Signal Timings					\$68,216	\$46,513			\$68,216	\$12,594
Marris Bridge @ Cross Creek	Receiving Lane for EBL					\$2,209,708	\$1,092,233			\$2,209,708	\$509,014
	NBH	86	4,071	4,407	336	\$423,645	\$376,578	0.25%	25.00%	\$423,645	\$46,163
	Signal Timings					\$68,216	\$46,513			\$68,216	\$11,305

TABLE 21-14C  
WIREGRASS DRI - PHASE 1  
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS  
REVISED 10-26-09 12-29-2012

Intersection	Improvement <sup>1</sup>	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement-Cost (Lane-Yr)	Total Improvement-Cost (Lane-Yr)	% Contribution <sup>2</sup>	% Contribution <sup>3</sup>	Proportionate-Cost (Lane-Yr)	Proportionate-Cost (Lane-Yr)
SR 51 @ US 41	EBT-Auxiliary Lane					\$2,209,708	\$1,092,233			\$149,541	
	Receiving lane for EBT					\$2,209,708	\$1,092,233			\$149,541	
	WBT-Auxiliary Lane					\$2,209,708	\$1,092,233			\$149,541	
	Receiving lane for WBT					\$2,209,708	\$1,092,233			\$149,541	
	NBT Auxiliary Lane	105	6,115	7,184	1,069	\$2,209,708	\$1,092,233	6.41%	9.82%	\$149,541	\$195,681
	Receiving lane for NBT					\$2,209,708	\$1,092,233			\$149,541	\$195,681
	SBT Auxiliary Lane					\$2,209,708	\$1,092,233			\$149,541	\$195,681
	Receiving lane for SBT					\$2,209,708	\$1,092,233			\$149,541	\$195,681
	NBI					\$423,648	\$376,676			\$35,622	
	Signal Timings					\$58,216	\$46,513			\$4,276	\$4,269
SR 54 @ Coats Road	EBR					\$908,623	\$831,214			\$246,640	\$335,114
	FBI					\$423,648	\$376,676			\$146,078	
	Receiving lane for FBI					\$2,209,708	\$1,092,233			\$445,761	
	NBI	306	2,212	5,008	2,797	\$423,648	\$376,676	24.70%	40.32%	\$146,078	
	Receiving lane for NBI					\$2,209,708	\$1,092,233			\$445,761	
	SBR					\$908,623	\$831,214			\$246,640	
	Signal Timings					\$58,216	\$46,513			\$14,408	\$18,252
SR 54 @ SR 56 <sup>4</sup>	SBR										
	EBI Fly-over										
	Receiving lane for EBT	971	11,111	16,553	5,442	\$72,688,317		10.73%	45.33%	\$7,709,416	
	WBT-Auxiliary Lane						\$531,214				\$176,803
	Signal Timings						\$46,513				\$21,685
Reese-B-Duane @ I-25	NBI-at-WB Ramp	1225	11,648	14,000	2,352	\$423,648	\$376,676	100.00%	100.00%	\$423,648	
	Signal Timings					\$58,216	\$46,513			\$28,216	
SR 54 @ Suncoast Pkwy NB Ramp	WBT					\$4,410,292	\$3,684,417			\$107,298	
	NBI					\$423,648	\$376,676			\$21,498	
	Receiving lane for EBT	182	5,072	10,016	4,944	\$2,209,708	\$1,092,233	4.48%	4.48%	\$98,808	
	Receiving lane for FBI					\$2,209,708	\$1,092,233			\$98,808	
	Acceleration lane for NBI					\$2,209,708	\$1,092,233			\$98,808	
Signal Timings					\$58,216	\$46,513			\$3,628		
SR 54 @ Porter Blvd.	WBT Auxiliary Lane	2223	11,128	12,897	1,769	\$2,209,708	\$1,092,233	100.00%	100.00%	\$2,209,708	\$1,092,233
	Receiving lane for EBT					\$2,209,708	\$1,092,233			\$2,209,708	\$1,092,233
Culter Pkwy @ SR 54 <sup>5</sup>	Interchange SR 54 Fly-over, SBL	810	8,844	10,328	1,484	\$106,285,628	\$83,825,854	7.73%	2.21%	\$8,219,416	
CR 54 @ I-75 <sup>6</sup>	Interchange-Reconstruction NBI, SBL	2343	19,781	21,434	1,653	\$65,820,700	\$3,929,871	36.31%	35.31%	\$46,135,587	\$1,112,355
	Interchange-Reconstruction EBI, NBI, SBL	1668	18,644	27,842	9,198	\$18,755,204	\$22,652,474	26.67%	26.67%	\$18,674,552	
US 41 @ SR 54	Interchange <sup>7</sup> EBI, EB Fly-over, NBI, EBR, WBT - free-flow lanes	207	10,753	21,830	11,077	\$124,145,000	\$124,145,000	3.64%	3.88%	\$5,734,405	
SR 56 @ SR 581 <sup>8</sup>	Each Approach - Triple-Left, Three-Through, Evtl-Right (EB Dual Right)	5028	8403	13,161	4,758	\$2,125,650	\$2,337,538	100%	100.00%	\$2,125,650	\$2,337,538
							\$337,616,437		Intersection Total	\$187,042,023	\$23,949,377

TABLE 21-14C  
 WIREGRASS DRI - PHASE 1  
 PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS  
 REVISED 10/26/09 12/20/2012

Intersection	Improvement <sup>7</sup>	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost (June '09)	Total Improvement Cost (June '12)	% Contribution <sup>8</sup>	% Contribution <sup>9</sup>	Proportionate Cost (June '09)	Proportionate Cost (June '12)
Notes:						Passes	\$298,627,400			Passes	\$141,061,494
							\$28,953,337			Bill Through	\$25,013,420
Future Proportionate Share payments will be adjusted to account for inflation based on the actual year of when the road improvement is to be constructed											\$11,015,291
(1) D7 June 2009 2012	Construction Cost for 300 feet exclusive right turn lane is		\$261,000	\$705,971							\$2,025,662
	Construction cost for 300 feet exclusive left turn lane is		\$110,070	\$94,675							
For intersection turn lanes, assume each turn lane leg is 0.1 miles											
	Total Construction Cost for 0.1 mile exclusive right turn lane is		\$441,884	\$767,294							
	Total Construction Cost for 0.1 mile exclusive left turn lane is		\$200,222	\$166,628							
To obtain the total cost for the turn lane improvement, Right-of-way cost at a rate of 120% of construction cost (less scope contingency) was added to the construction costs											
	Total Improvement Cost for 0.1 mile exclusive right turn lane is		\$600,622	\$831,214							
	Total Improvement Cost for 0.1 mile exclusive left turn lane is		\$475,442	\$376,578							
(2) For through lanes, a transition length of 0.25 miles was used.											
	Construction Cost for adding one mile of one (1) through lane on the inside		\$3,911,146	\$1,526,059							
	Total Improvement Cost for adding 0.25 miles of one (1) through lane, including right-of-way cost at the rate of 120% of construction cost is						\$2,200,206				\$1,927,221
(3) Before and After Improvement capacities were considered from HCS and Synchro software for the respective intersections											
(4) Total cost for new interchange at SR 54 and US 41 is			\$2,211,460	\$2,214,600							
(5) Cost for modifying signal timings and or phasing =			\$46,710	\$46,511							
15% of the construction cost for traffic signal was considered as PE Design Cost for signal timing.											
(6) Updated using costs from detailed concept plans - for detailed cost breakdowns, see attached worksheet											
The concept plan costs were reduced by 2.3% to 18.71%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2012											
(7) Improvements provided are in addition to the existing plan. <del>Construction of improvements on the exception of SR 56 to SR 54 improvements required under this and rd conditions</del>											
(8) Dual left turn lanes and exclusive right turn lanes on all approaches, two through lanes along SR 56 required under background conditions											

Project Related Intersection Improvements \$13,949,372

**EXHIBIT I**

**WIREGRASS RANCH DRI NO. 260**

**WIREGRASS RANCH TRANSPORTATION MITIGATION TABLE**

# WIREGRASS - PHASE 1 TRANSPORTATION MITIGATION

Rev. January 17, 2013

**Proportionate Share**  
**\$49,304,458**

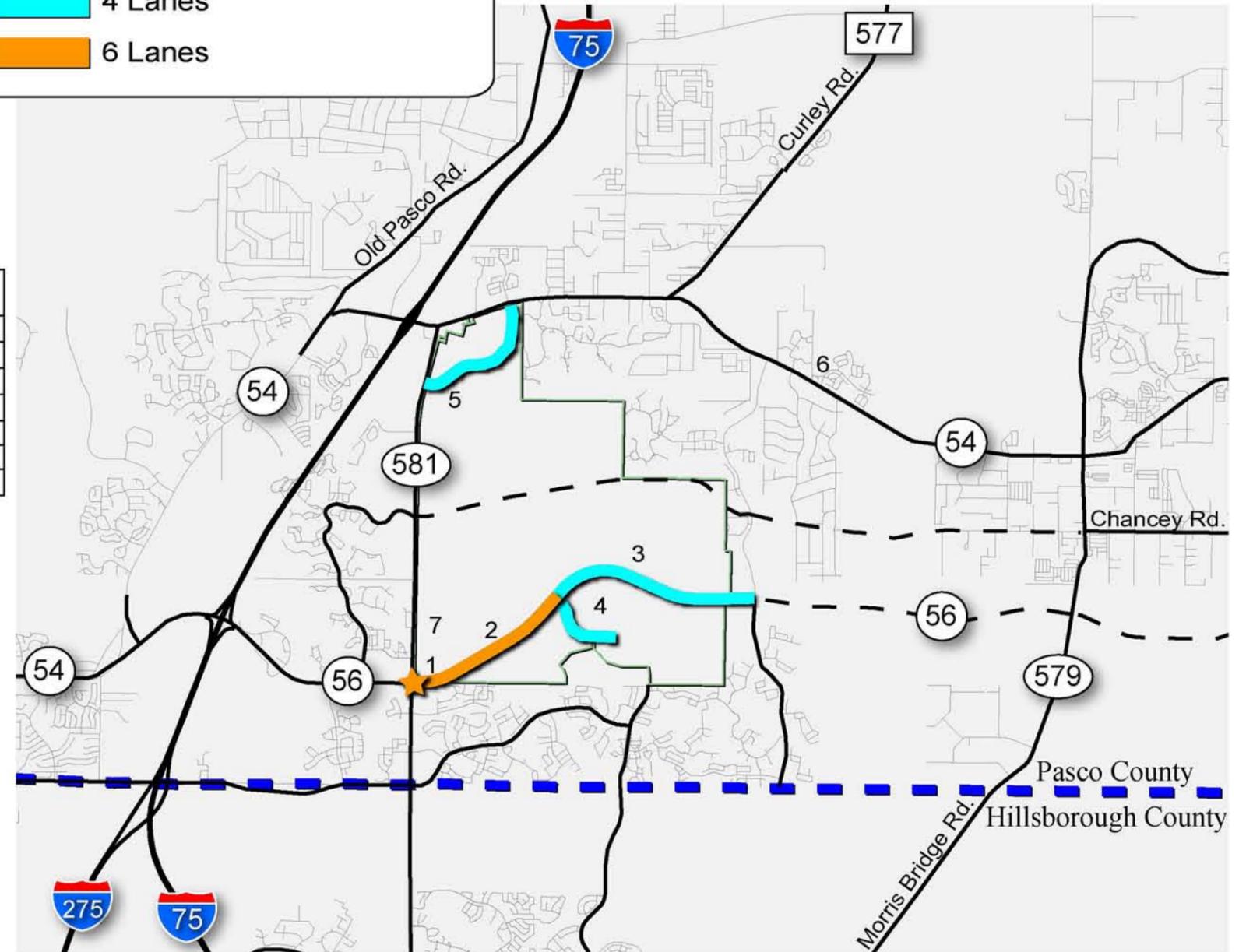
Proposed Phase 1 Pipeline Projects  
Agreed Proportionate Share Credits (Mitigation Plan)

Roadway <sup>(3)(4)</sup>	Total Cost <sup>(8)</sup>	Proportionate Share Credit	Financial Assurance <sup>(1)</sup>	Start Date <sup>(2)</sup>
1 SR 56 / 581 Intersection	\$ 2,337,528	100%	3/31/2008 <sup>(5)</sup>	1/1/2008 <sup>(5)</sup>
2 SR 56 - 581 to Wiregrass Ranch Blvd. <sup>(6)</sup>	\$ 15,609,375	100%	3/31/2008 <sup>(5)</sup>	1/1/2008 <sup>(5)</sup>
3 SR 56 - Wiregrass Ranch Blvd. to Meadow Pointe Blvd. <sup>(6)</sup>	\$ 10,095,662	100%	3/31/2008 <sup>(5)</sup>	1/1/2008 <sup>(5)</sup>
4 Mansfield Blvd.	\$ 4,213,939	50%	3/31/2008 <sup>(5)</sup>	6/1/2008 <sup>(5)</sup>
5 581 Bypass/Loop Road	\$ 20,191,325	100%	5/31/2023	12/1/2023
6 SR 54 ROW Acquisition Fund	\$ 5,000,000	100%	N/A	N/A
7 Park & Ride Facility	TBD <sup>(7)</sup>	100%	N/A <sup>(7)</sup>	N/A <sup>(7)</sup>
<b>Total</b>	<b>\$ 55,340,859</b>			

- <sup>(1)</sup> A letter of credit, bond or other form of financial assurance shall satisfy this requirement.
- <sup>(2)</sup> Schedule shown does not preclude the developer from initiating construction of the improvements earlier than the dates required.
- <sup>(3)</sup> Additional proportionate share credit in excess of the required Phase 1 proportionate share identified above shall be applied to any additional entitlements not included within Phase 1 to the extent provided in Section 5.M.(1) of the DRI Development Order and Section 5 of this Exhibit I.
- <sup>(4)</sup> All Impact/Mobility fee credits applicable to the pipeline projects are addressed in the Wiregrass Ranch DRI Development Agreement.
- <sup>(5)</sup> These obligations have been satisfied.
- <sup>(6)</sup> Wiregrass Ranch Boulevard is formerly known as Porter Boulevard.
- <sup>(7)</sup> To be determined in accordance with the Easement Agreement.
- <sup>(8)</sup> All costs indentified are based on June 2012 FDOT cost index.

**Proposed Improvements  
Final Configuration**

- 4 Lanes
- 6 Lanes



**LEGEND**

- Major Roads
- All Roads
- Future Roads
- Wiregrass
- County Line

**King**  
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EXHIBIT "I" page 1 of 10

**PASCO COUNTY**

**TABLE 1  
PROPOSED MITIGATION FOR WIREGRASS DRI - PHASE 1  
Date 1/18/13**

Item	Description	Improvement	Cost/Mile (D7 June 2012)	Reference	Link Length (feet)	Link Length (mile)	Total Project Cost Source: District 7 June 2012 Cost	Percentage Proportionate Share Credit	Total Proportionate Share Credit (D7 June 2012)
1	SR 56/ SR 581 (FDOT ultimate intersection)	n/a	n/a	Proportionate Share Tables	n/a	n/a	\$2,337,528	100%	\$2,337,528
2	SR 56 - from SR 581 to Wiregrass Ranch Blvd.	2 lanes to 6 lanes	n/a	Proportionate Share Tables	8,501	1.61	\$15,609,375	100%	\$15,609,375
3	SR 56 - from Wiregrass Ranch Blvd. to Meadow Pointe Blvd.	2 lanes to 4 lanes	n/a	Proportionate Share Tables	8,976	1.70	\$10,095,662	100%	\$10,095,662
4	Mansfield Blvd. - from SR 56 to School Entrance	New 4 lanes	\$7,331,004	VII	3,035	0.57	\$4,213,939	50%	\$2,106,969
5	<sup>1</sup> 581 Bypass/Loop Road	New 4 lanes	\$11,877,250	I	8,976	1.70	\$20,191,325	100%	\$20,191,325
6	<sup>2</sup> SR 54 ROW Acquisition Fund	n/a	n/a	n/a	n/a	n/a	\$5,000,000	100%	\$5,000,000
7	Park & Ride Facility	n/a	n/a	Meeting 07/12/07	n/a	n/a	TBD	100%	TBD
<b>Total</b>							<b>\$57,447,829</b>		<b>\$55,340,859</b>

Note:

1)<sup>1</sup> Realignment length was taken from County's Mitigation Proposal 06/13/07

2)<sup>2</sup> To Be paid on a "per trip" basis from the inception of Phase 1 development.

3) Concept plan costs were reduced by 48.24%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2012.

Source:

**Table 1A- Obtained from District 7 Transportation Cost Estimates (June 2012)**

Ref.	Urban Road	District 7 June 2012 Costs		
		Construction Cost Per Mile	Design & CEI Cost Per Mile	Total Cost Per Mile
I	6 Lane Roadway	\$11,186,843	\$3,356,053	<b>\$14,542,896</b>
II	4 Lane Roadway	\$9,136,346	\$2,740,904	<b>\$11,877,250</b>
III	2 Lane Roadway	\$6,472,344	\$1,941,703	<b>\$8,414,047</b>
VI	Add Lanes(2 to 4)	\$7,088,925	\$2,126,678	<b>\$9,215,603</b>
V	Add Lanes(4 to 6)	\$7,833,837	\$2,350,151	<b>\$10,183,988</b>

**Table 1B- County Methodology for Cost Calculations**

Ref.	Urban Road	District 7 June 2012 Costs				
		FDOT Subtotal Construction Cost Per Mile	Pasco County Construction Cost Per Mile	Design & CEI Cost Per Mile	Scope Contingency	Total Cost Per Mile
VI	6 Lane Roadway	\$8,949,474	\$7,607,053	\$608,564	\$760,705	<b>\$8,976,322</b>
VII	4 Lane Roadway	\$7,309,077	\$6,212,715	\$497,017	\$621,272	<b>\$7,331,004</b>
VIII	2 Lane Roadway	\$5,177,876	\$4,401,195	\$352,096	\$440,119	<b>\$5,193,410</b>
IX	Add Lanes(2 to 4)	\$5,671,140	\$4,820,469	\$385,638	\$482,047	<b>\$5,688,153</b>
X	Add Lanes(4 to 6)	\$6,267,070	\$5,327,010	\$426,161	\$532,701	<b>\$6,285,871</b>

Calculation:

1. Subtotal construction cost per mile was taken from District 7 June 2012 costs.

2. Total construction cost per mile is 85% of FDOT District 7 June 2012 costs.

3. Design and CEI is 8% of the Pasco County construction costs.

4. Contingency cost is 10% of the Pasco County construction cost.

Exhibit I (Continued from Pages 1 & 2)

Wiregrass DRI Transportation Mitigation Terms and Conditions:

1. The Master Developer and the County have agreed on the specific pipeline projects required for Phase 1 as identified on Page 1 of this Exhibit I. Each and every one of the pipeline projects listed on Page 1 of this Exhibit I consists of one or more mobility improvements that will benefit a regionally significant transportation facility. For purposes of proportionate share credits, the cost estimates on Page 1 of Exhibit I shall be used for all the pipeline projects, except for the Park and Ride Facility, Pipeline Project 7, for which a conceptual cost estimate is not available, in which case the cost estimate is "To Be Determined", or "TBD", by agreement between the County and the Master Developer. The total cost for Pipeline Projects 1-6 exceed and fully satisfy the proportionate share contribution for Wiregrass Ranch DRI without regard for Pipeline Project 7 for which a cost has yet "To Be Determined". To the extent the total costs of all pipeline projects for Wiregrass Ranch DRI, as set forth on Page 1 of this Exhibit I and the DA, exceed the proportionate share contribution for the Wiregrass Ranch DRI, and to the extent that proportionate share continues to be a requirement of the Wiregrass Ranch DRI, then such credit excess shall be applied to the proportionate share contribution calculated or required for future additional entitlements not currently included in Phase I, at the time the proportionate share contribution for such future entitlements is calculated.

2. As reflected in the tables set forth on page 1 of this Exhibit I, Wiregrass DRI shall receive proportionate share credit for the pipeline projects to the extent, and as set forth, on Page 1 of this Exhibit I. All such proportionate share credits shall be provided at the same cost as set forth in this Exhibit I (except for the Pipeline Project 7 for which cost estimates are "TBD" as set forth in Note 1, above), regardless of the actual cost of construction for such pipeline project. Such cost estimates shall not be binding on the County for purposes of mobility fee credits, which shall be determined based on actual construction costs, and in accordance with the requirements of the DA.

3. The deadlines for provision of a letter of credit, bond, or other form of financial assurance acceptable to the County for each pipeline project are set forth in the tables contained on Page 1 of this Exhibit I. Similarly, the deadline for each construction commencement date is set forth in these tables. All construction completion deadlines shall be two (2) years after the commencement of construction, unless extended in the DA or otherwise agreed to in writing by the County (based upon particular circumstances related to such pipeline). For purposes of these deadlines, construction "commencement" shall be defined as the date that a bid package is submitted to the County for the applicable pipeline project in accordance with the requirements of the DA, and construction "completion" shall be defined as the date that applicable pipeline project is open to the traveling public and the required maintenance guarantee has been provided.

4. The cost basis for the proportionate share obligation for each pipeline improvement and proportionate share credits is set forth on page 1 of this Exhibit I. With respect to FDOT projects, the June 2012 cost estimates published by FDOT District 7 have been utilized, as required by FDOT. The remaining Phase 1 pipeline projects that require construction (the 581 Bypass/Loop and Park & Ride Facility) shall be constructed by the Master Developer, or its designee, regardless of actual cost. In the event the FDOT published cost figures utilized herein for the current DRI proportionate share calculations are decreased subsequent to adoption of this DO, and to the extent proportionate share remains a requirement of the Wiregrass Ranch DRI, then the Applicant/Owner shall have the right to recalculate the required proportionate share amount for Phase 1 based upon such adjusted FDOT cost figures. Any required adjustment shall be substituted as Exhibits H and I to this DO, after approval thereof by the County, and required adjustments shall be reflected by appropriate amendment(s) to any related DA for Wiregrass Ranch DRI.

5. To the extent that the Proportionate Share remains a requirement of the Wiregrass Ranch DRI and it exceeds the transportation mitigation measures set forth in Exhibit I and the DA, the Project shall receive proportionate share credit for Exempt Uses. Pasco County shall address and be responsible for the proportionate share credit amount for compliant Exempt Use (as defined in the DO) entitlements and uses and entitlements identified in Section 4.a(5) of the DO through the application of mobility fees or other revenue sources toward one or more of the improvements listed in Exhibit H (the Proportionate Share Calculation Table) or toward alternate road or mobility improvements that benefit the improvements in Exhibit H. Furthermore, to the extent that the proportionate share remains a requirement of the Wiregrass Ranch DRI, and to the extent that the costs of the transportation mitigation measures set forth in Exhibit I and the DA continue to exceed the proportionate share, the Master Developer may add to this DRI new Exempt Use entitlements without additional DRI and County transportation mitigation.

6. Mobility fee credits will be provided (and may be assigned) in accordance with the DO and the DA and the County's mobility fee regulations. Without limiting the foregoing sentence, and for additional clarification, with respect to the Western Portion of Chancey Road from SR 581 to Wiregrass Ranch Boulevard referenced in Exhibit S of the DA, the County has agreed that, notwithstanding the elimination of the Western Portion of Chancey Road as a Pipeline Project, the mobility fee credits shall be awarded subject to the terms and conditions of the DA and the separate future DA for the Western Portion of Chancey Road.

7. The alignment for the 581 Bypass/Loop Road through Wiregrass DRI shall be mutually agreed by the Applicant/Owner and the County. The County agrees that impacts to wetlands shall be avoided where practical, provided that County road design requirements can be met, and provided that the alignment is flexible to allow Wiregrass DRI to maximize the feasibility and marketability of frontage parcels along the 581 Bypass/Loop Road (due to the increased quantity of donated right-of-way acreage that is required for such re-alignment). The County also agrees to support the request for signalization at the Wiregrass Ranch Blvd. and the 581 Bypass/Loop Road intersections at SR 54, subject to the FDOT design approval and permitting process for such signalization. No frontage road system will be required within Wiregrass DRI for the 581 Bypass/Loop Road, due to the increased quantity of donated right-of-way that is required for such pipeline project, provided however, that appropriate interconnects will be required between adjacent parcels in accordance with LDC.

8. The Phase 1 SR 54 Right-of-Way fund contribution (Curley Road to Morris Bridge Road) shall be made on a per-trip basis, at the rate of \$576.57 per trip (\$5,000,000/8,672 peak hour

trips in the original Phase I analysis), payable at the same time as mobility fees through the permitting of Phase 1 entitlements until the total \$5,000,000 is paid to the County, but in any event prior to March 1, 2026. Once the total aggregate contribution of all the SR 54 Right-of-Way fund being paid to the County equals \$5,000,000, no additional SR 54 Right-of-Way payments shall be required for any remaining Phase 1 entitlements. No bond or other form of financial assurance is required for this mitigation item. The payment of the Phase 1 SR 54 Right-of-Way fund is in addition to any transportation impact or mobility fees that may be required. Payment of the SR 54 Right of Way Fund shall be fully creditable to the Master Developer toward mobility fees in accordance with the DO and the DA.

9. The Park & Ride Facility (Pipeline Project 7) may be located by the Master Developer within Parcel O2. Unless the Master Developer and the County agree otherwise, the facility shall consist of 150 parking spaces to be designed, permitted and constructed by Master Developer, or its designee. Fee simple ownership and use of the land containing the facility may remain titled in owner or its designee, and a permanent, non-exclusive easement agreement for use of the 150 park-and-ride spaces (or other amount agreed to by the Master Developer), in favor of the County or its designated agency, shall suffice for dedication or provision of said facility as the required mitigation pipeline contemplated herein. The Park and Ride Facility shall also be made available to the Hillsborough Regional Transit Authority (HARTline). The required easement agreement for Pipeline Project 7 shall be provided no later than December 31, 2013 by Master Developer or its designee.

**EXHIBIT J**

**WIREGRASS RANCH DRI NO. 260**

**SITE ACCESS/INTERSECTIONS**

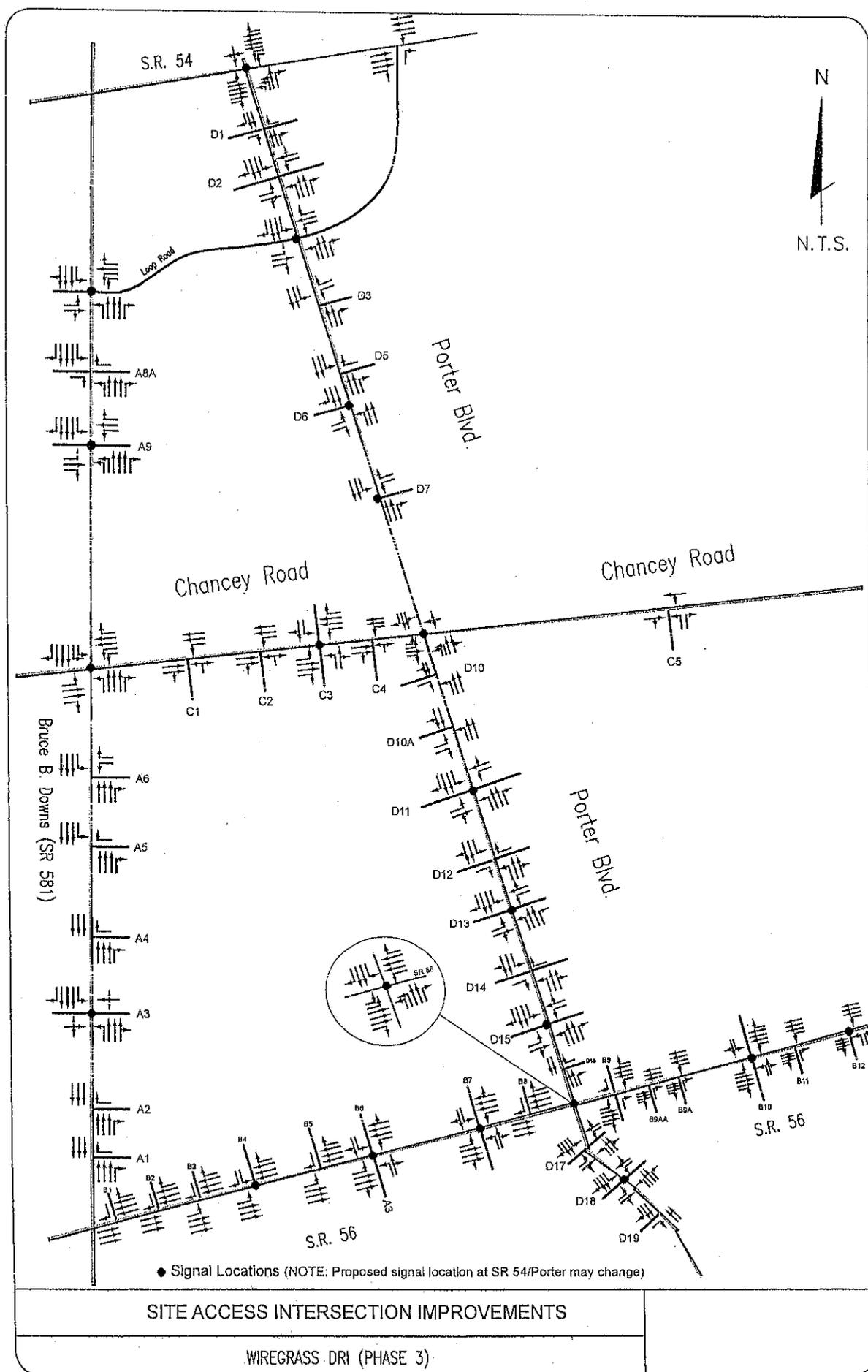


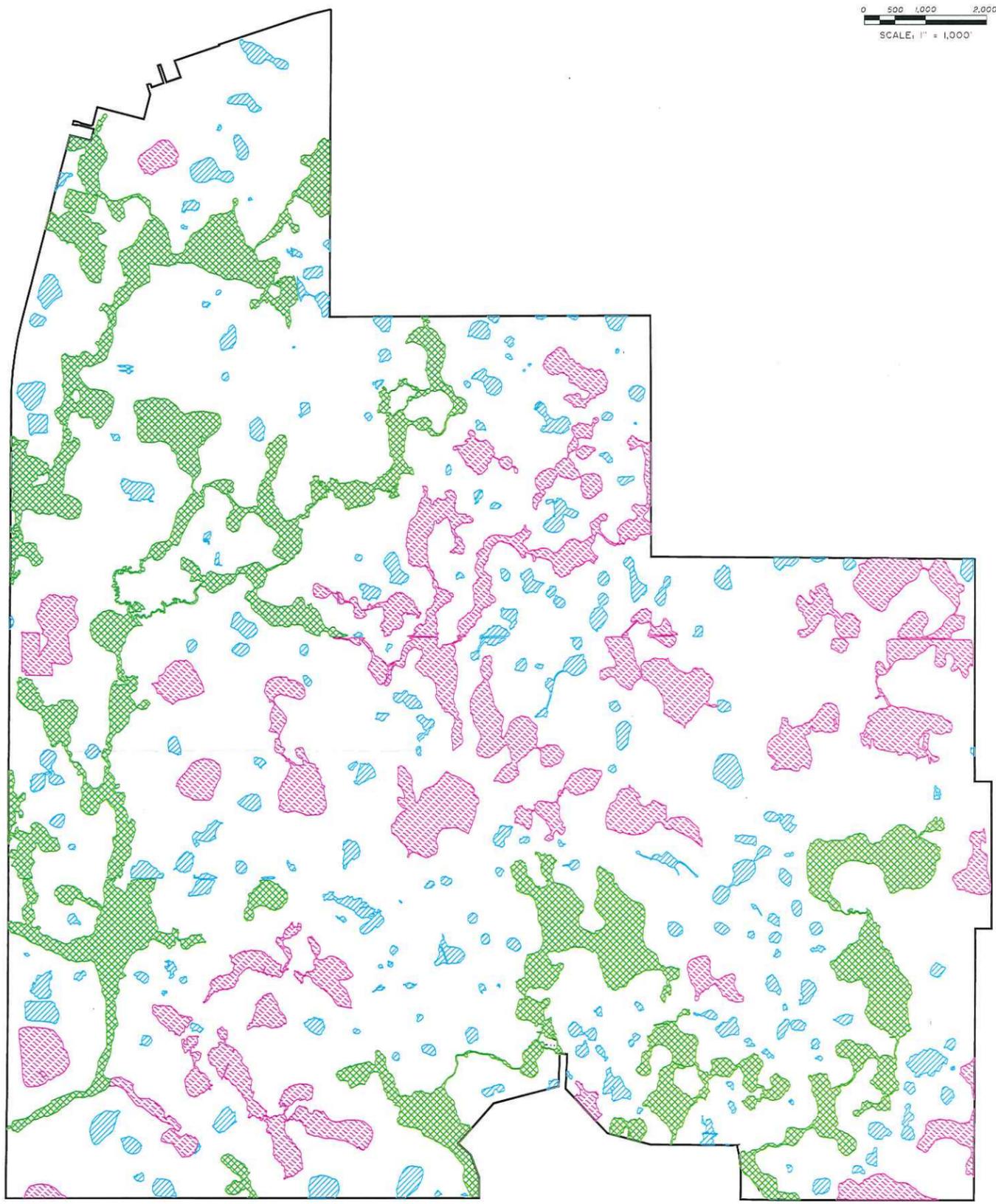
EXHIBIT J



**EXHIBIT K**

**WIREGRASS RANCH DRI NO. 260**

**WETLANDS CATEGORIZATION MAP**



**LEGEND**

	CATEGORY I
	CATEGORY II
	CATEGORY III

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

**EXHIBIT K  
 PRELIMINARY WETLAND  
 CATEGORY EXHIBIT  
 WIREGRASS  
 PASCO COUNTY, FLORIDA**

PREPARED BY:

**King**  
 ENGINEERING ASSOCIATES, INC.

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

NO.	DATE	DESCRIPTION	APP'D BY

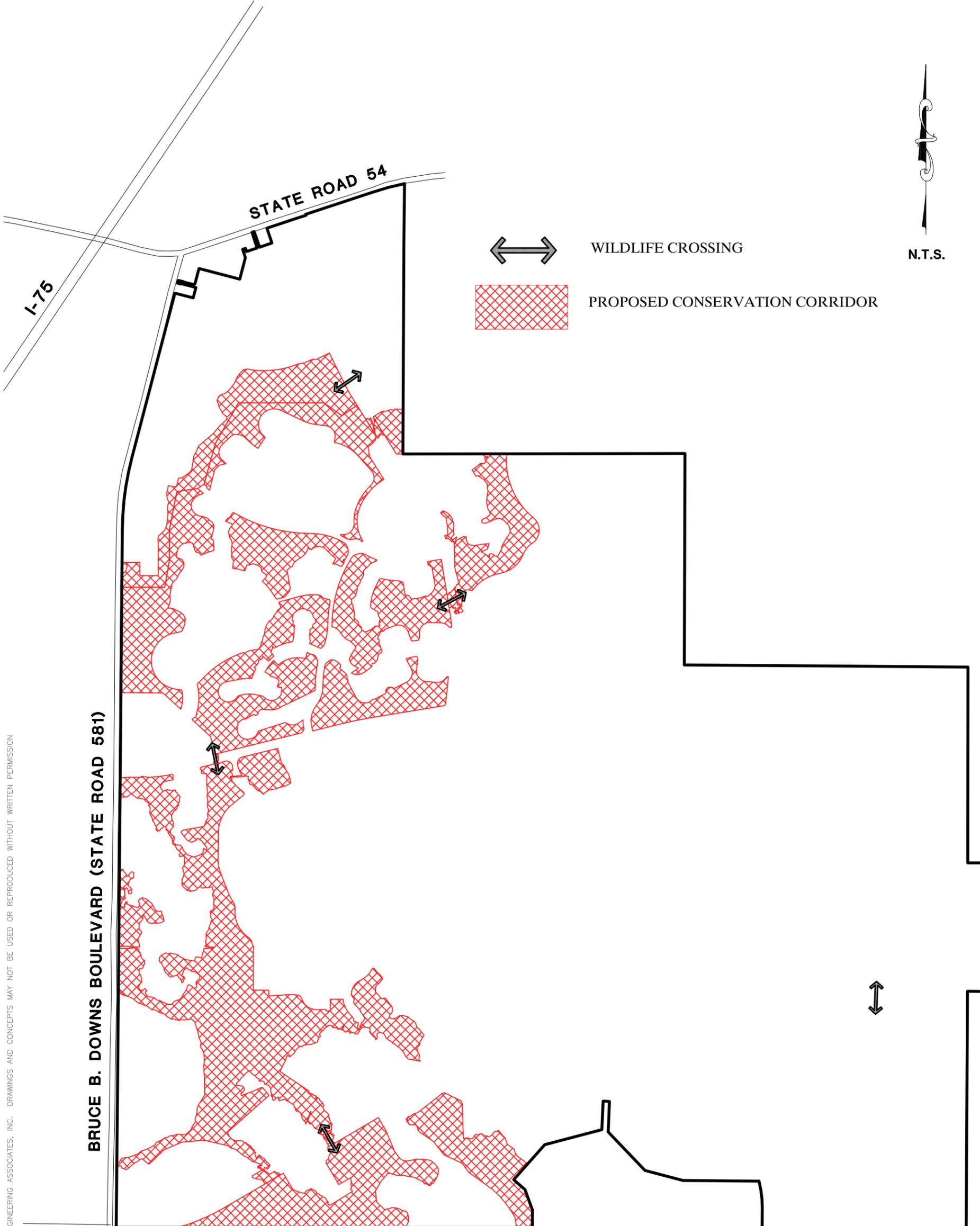
H:\PLANNING\Projects\3778\001\000\NORPC 3\Exhibit K - Wetland Categories\Exhibit K.dwg, December 27, 2012 2:59 PM, CLARK LOHMILLER, King Engineering Associate Inc.  
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**NOTE:**  
 THIS IS A PRELIMINARY LAYOUT AND IS FOR ILLUSTRATIVE PURPOSES ONLY. THE LATEST AVAILABLE GIS DATA HAS BEEN UTILIZED, HOWEVER, KING MAKES NO GUARANTEES ON ITS ACCURACY. THE CONCEPT SHOWN IS SUBJECT TO CHANGE BASED ON FINAL ENGINEERING, FIELD SURVEY, ENVIRONMENTAL AND GOVERNMENTAL APPROVALS.

**EXHIBIT L**

**WIREGRASS RANCH DRI NO. 260**

**CONSERVATION CORRIDOR**



**WIREGRASS DRI**  
PASCO COUNTY, FLORIDA

**DEVELOPMENT ORDER**  
**EXHIBIT L**  
**CONSERVATION CORRIDOR**

**King**  
ENGINEERING ASSOCIATES, INC.  
4921 MEMORIAL HIGHWAY  
ONE MEMORIAL CENTER, SUITE 300  
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ENGINEERING LICENSE #00002610

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E-MAIL king@kingengineering.com

JOB NO.  
**3778-001-000**

DATE:  
**12-12-12**

SCALE:  
**N.T.S.**

**EXHIBIT M**

**WIREGRASS RANCH DRI NO. 260**

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

**\*INCORPORATED BY REFERENCE**

**EXHIBIT N**

**WIREGRASS RANCH DRI NO. 260**

**AGREEMENT WITH SCHOOL BOARD**

AGREEMENT FOR SALE  
WIREFRASS RANCH SCHOOL SITES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

[Signature]  
[Signature]  
As to Seller

"SELLER"

Wiregrass Ranch, Inc.

By: [Signature]  
Thomas M. Porter  
Title: Vice President  
Date: 3/02/04

"BUYER"

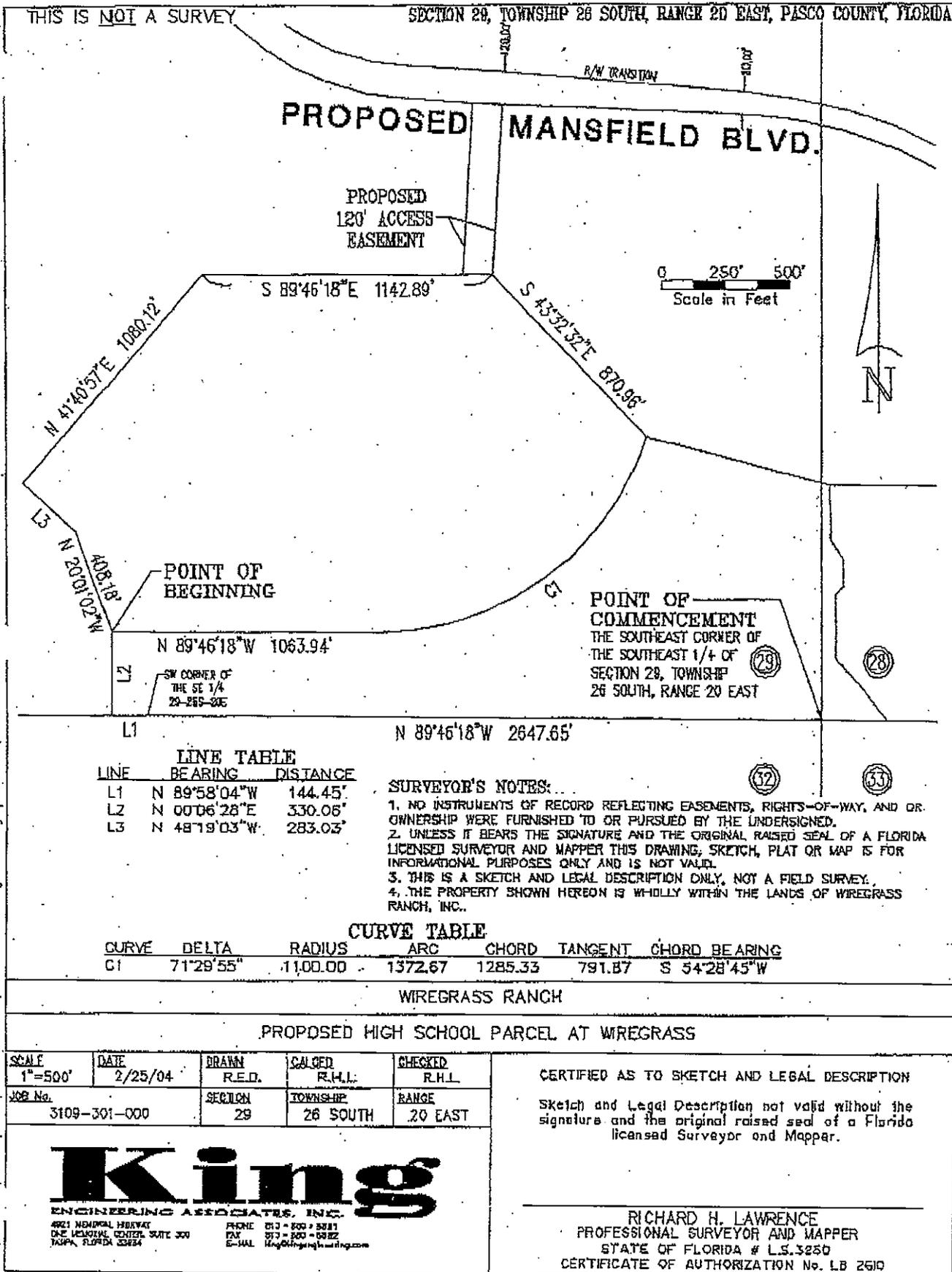
School District of Pasco County, Florida  
through its School Board

[Signature]  
[Signature]  
As to Buyer  
Date: 3/16/04

By: [Signature]  
Printed Name: Jean Larkie Weightman  
Chairperson  
Date: 3/16/04

List of Exhibits

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



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 89°58'04"W	144.45'
L2	N 00°06'28"E	330.06'
L3	N 48°19'03"W	283.03'

**SURVEYOR'S NOTES:**

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

**CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	71°29'55"	1100.00	1372.67	1285.33	791.87	S 54°28'45"W

WIREGRASS RANCH

PROPOSED HIGH SCHOOL PARCEL AT WIREGRASS

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=500'	2/25/04	R.E.D.	R.H.L.	R.H.L.
JOB No.	SECTION	TOWNSHIP	RANGE	
3109-301-000	29	26 SOUTH	20 EAST	

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

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

**King**

ENGINEERING ASSOCIATES, INC.  
 4921 MEMORIAL HIGHWAY  
 ONE MEMORIAL CENTER SUITE 300  
 TAMPA, FLORIDA 33624  
 PHONE 813-833-8281  
 FAX 813-833-0882  
 E-MAIL King@king-engineering.com

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

THIS IS NOT A SURVEY

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

PARCEL DESCRIPTION:

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

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

Containing 59.174 acres more or less.

WIREGRASS RANCH

PROPOSED HIGH SCHOOL PARCEL AT WIREGRASS

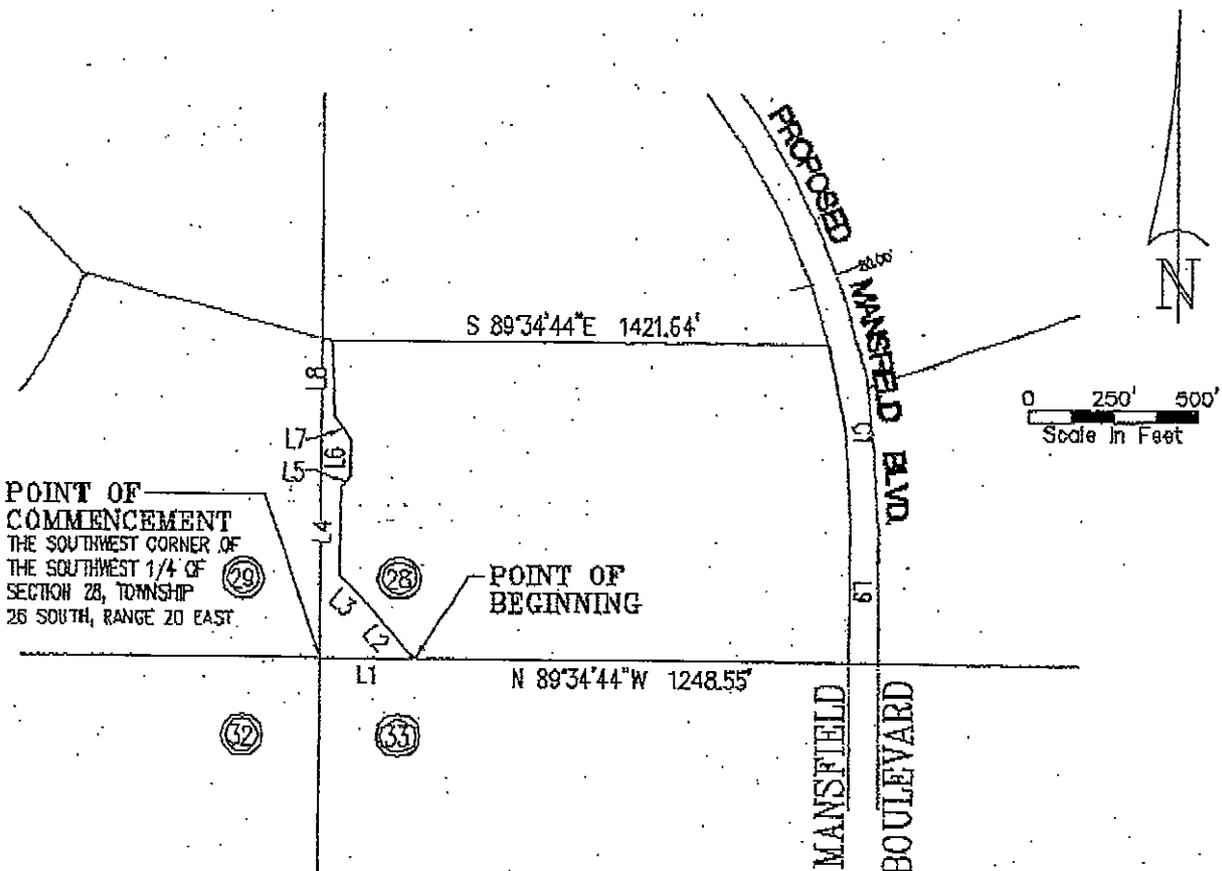
**King**  
ENGINEERING ASSOCIATES, INC.

4821 MEMORIAL PARKWAY PHONE 813-222-2221  
ONE MEMORIAL COURT, SUITE 500 FAX 813-222-2222  
TAMPA, FLORIDA 33624 E-MAIL [king@kingeng.com](mailto:king@kingeng.com)

Q:\SU\3108\301\SK&LEGAL\S\Post-Boundary-Survey\SCHOOL PARCEL

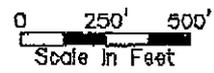
THIS IS NOT A SURVEY

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



POINT OF COMMENCEMENT  
THE SOUTHWEST CORNER OF  
THE SOUTHWEST 1/4 OF  
SECTION 28, TOWNSHIP  
26 SOUTH, RANGE 20 EAST.

POINT OF BEGINNING



LINE TABLE

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

SURVEYOR'S NOTES:

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

CURVE TABLE

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

WIREGRASS RANCH

PROPOSED MIDDLE SCHOOL PARCEL AT WIREGRASS

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

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION  
Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

**King**  
ENGINEERING ASSOCIATES, INC.

4021 MONROE HIGHWAY  
ONE MONROE CENTRAL PLAZA 200  
TALLAHASSEE, FLORIDA 32304  
PHONE 913-850-1881  
FAX 913-850-1882  
E-MAIL King@kingeng.com

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

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

THIS IS NOT A SURVEY

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

### PARCEL DESCRIPTION:

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

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

Containing 29.192 acres more or less.

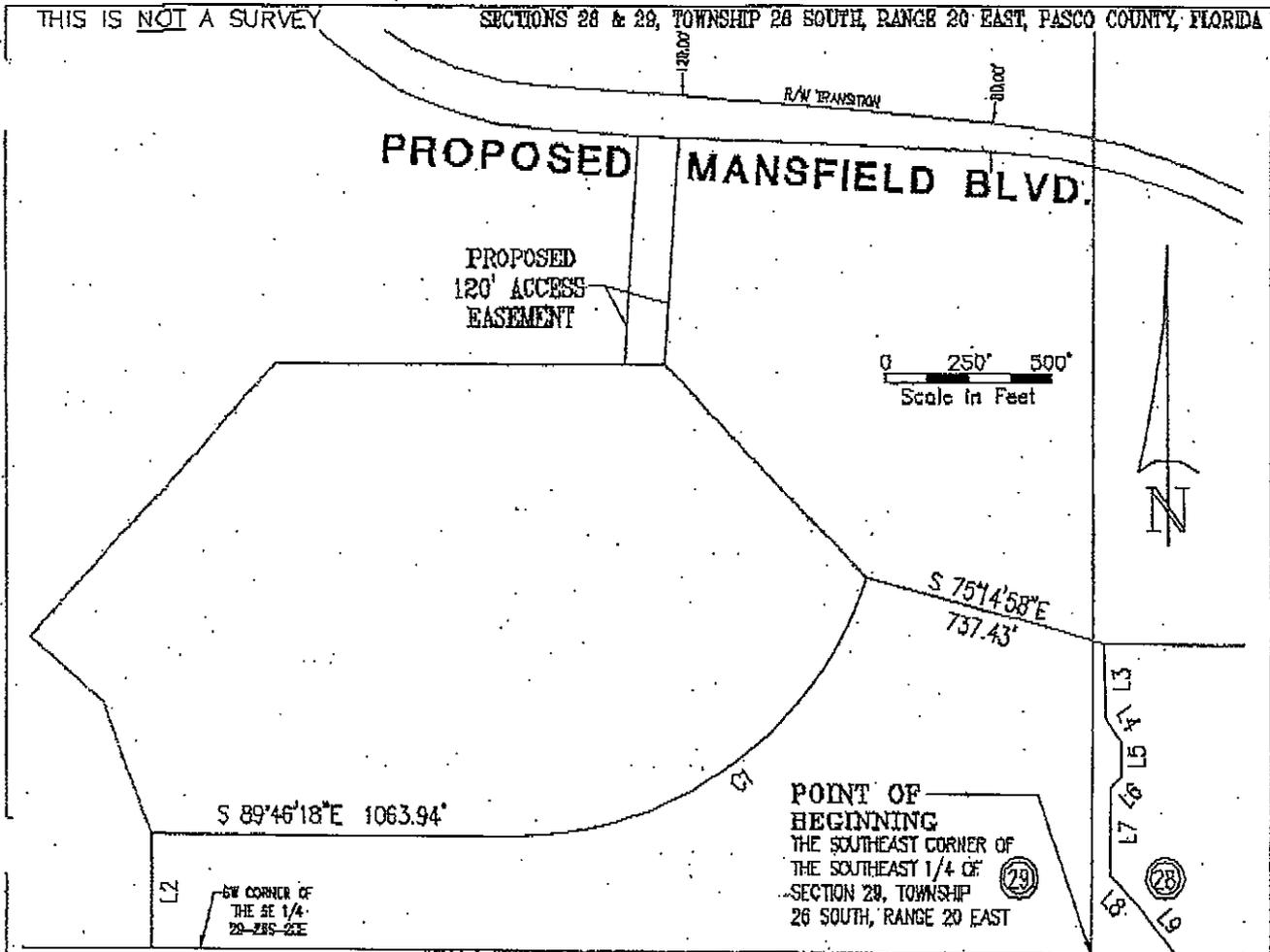
WIREGRASS RANCH.

PROPOSED MIDDLE SCHOOL PARCEL AT WIREGRASS

# King

ENGINEERING ASSOCIATES, INC.  
4621 MEMORIAL HORTWAY      PHONE 813 • 880 • 8881  
5101 MEMORIAL HORTWAY, SUITE 500      FAX 813 • 880 • 8882  
TAMPA, FLORIDA 33624      E-MAIL [king@kingengineering.com](mailto:king@kingengineering.com)

3108\301\SK&LEGALS\Post--Boundary--Survey\SCHOOL PARCEL  
Q:\50



L1

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

N 89°46'18"W 2647.65'

**SURVEYOR'S NOTES:**

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

**CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	71°29'55"	1100.00	1372.67	1285.33	791.87	N 54°28'45"E

WIREGRASS RANCH

**PROPOSED DRAINAGE/MITIGATION EASEMENT AT WIREGRASS**

SCALE 1"=500'	DATE 2/26/04	DRAWN R.E.D.	CALC'D R.H.L.	CHECKED R.H.L.
JOB No. 3109-301-000	SECTION 28 & 29	TOWNSHIP 26 SOUTH	RANGE 20 EAST	

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION  
Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.



**King**  
ENGINEERING ASSOCIATES, INC.  
4821 MEMPHIS HIGHWAY  
ONE MEMPHIS CENTER SUITE 300  
MEMPHIS, FLORIDA 38114  
PHONE 904-880-3441  
FAX 904-880-9482  
E-MAIL king@kingeng.com

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

Q:\109\301\SK&LEGAL\Post-Boundary-Survey\SCHOOL PARCEL

THIS IS NOT A SURVEY

SECTIONS 28 & 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PARCEL DESCRIPTION:

All that portion of the South 1/2 of Sections 28 & 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Beginning at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W., along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32; a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet; thence S.89°46'18"E., a distance of 1,063.94 feet to a point of curvature; thence 1,372.67 feet along the arc of a tangent curve to the left, concave Northwesterly, having a radius of 1,100.00 feet, delta 71°29'55", chord bearing and distance N.54°28'45"E., 1,285.33 feet; thence S.75°14'58"E., a distance of 737.43 feet; thence S.02°14'18"E., a distance of 210.69 feet; thence S.34°14'03"E., a distance of 84.30 feet; thence S.00°00'00"W., a distance of 103.15 feet; thence S.43°44'49"W., a distance of 44.38 feet; thence S.00°57'59"W., a distance of 248.15 feet; thence S.45°30'18"E., a distance of 125.95 feet; thence S.39°10'55"E., a distance of 189.87 feet to the South line of the Southwest 1/4 of said Section 28, said line also being the North line of the Northwest 1/4 of said Section 33; thence N.89°34'44"W., a distance of 263.85 feet to the POINT OF BEGINNING.

Containing 38.072 acres more or less.

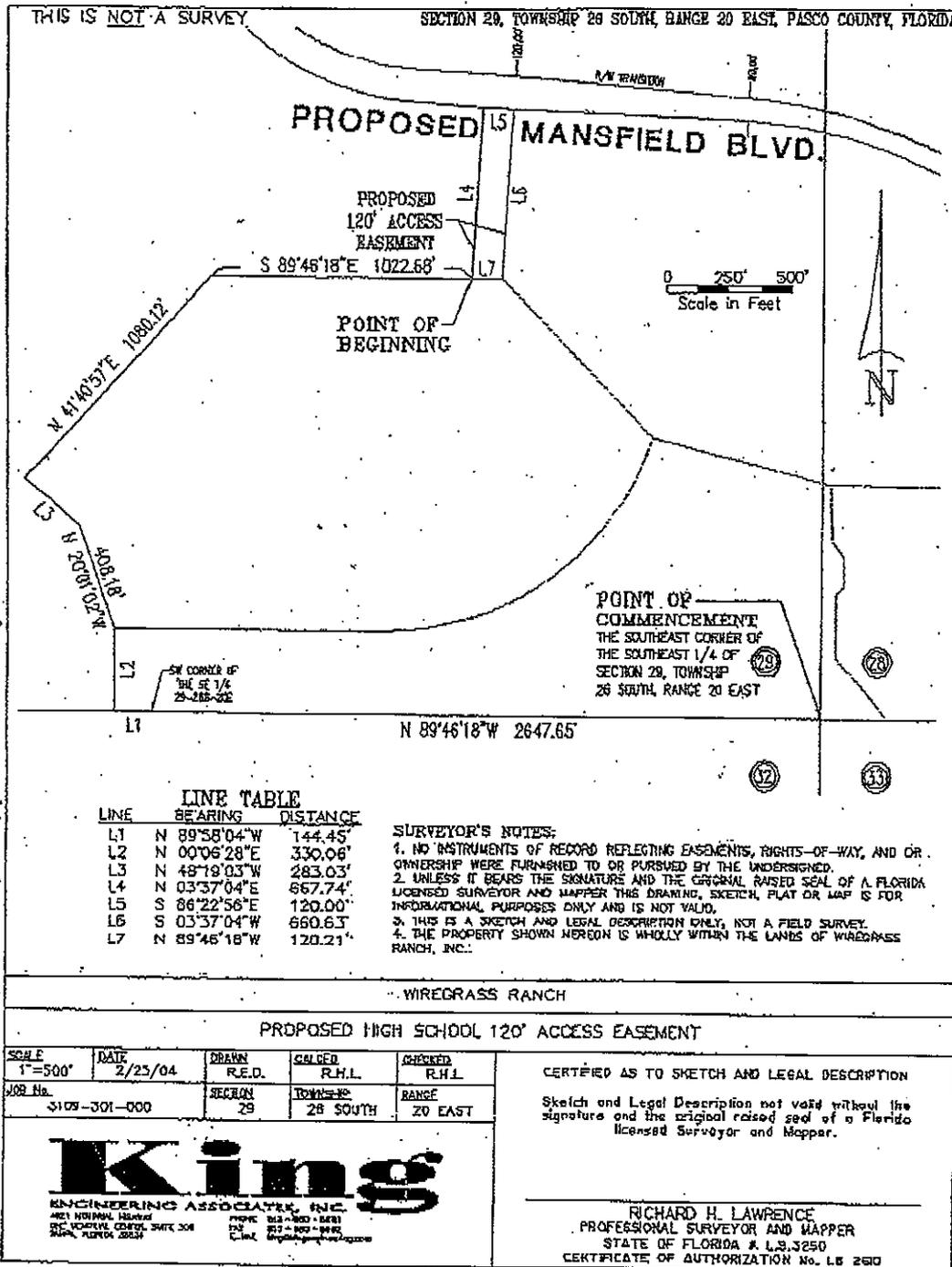
WIREGRASS RANCH

PROPOSED DRAINAGE/MITIGATION EASEMENT AT WIREGRASS

King

ENGINEERING ASSOCIATES, INC.  
2011 W. UNIVERSITY BLVD., SUITE 200  
TALLAHASSEE, FLORIDA 32310  
PHONE: 904-224-4434  
FAX: 904-224-4435  
E-MAIL: info@kingeng.com

C:\Survey\3108\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL-PARCEL.C.dwg



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THIS IS NOT A SURVEY

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

PARCEL DESCRIPTION:

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

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W., along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32, a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet; thence N.20°01'02"W., a distance of 408.18 feet; thence N.48°19'03"W., a distance of 283.03 feet; thence N.41°40'57"E., a distance of 1,080.12 feet; thence S.89°46'18"E., a distance of 1,022.68 feet for a POINT OF BEGINNING; thence N.03°37'04"E., a distance of 667.74 feet to the intersection of the proposed southerly right-of-way line of Mansfield Boulevard (120' R/W); thence S.86°22'56"E., along said right-of-way a distance of 120.00 feet; thence leaving said right-of-way S.03°37'04"W., a distance of 650.65 feet; thence N.89°46'18"W., a distance of 120.21 feet to the POINT OF BEGINNING.

Containing 1.830 acres more or less.

WIREGRASS RANCH

PROPOSED, HIGH SCHOOL 120' ACCESS EASEMENT

**King**

ENGINEERING ASSOCIATES, INC.  
4811 Highway 19 North  
P.O. Box 10000, Tampa, FL 33610  
PHONE: 813-200-8881  
FAX: 813-200-8882  
E-MAIL: k@kingeng.com

C:\Survey\3108\301\SR&LEGAL\S\Post-Boundary-Survey\SCHOOL PARCEL 0.dwg

**EXHIBIT O**

**WIREGRASS RANCH DRI NO. 260**

**AGREEMENT WITH FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS  
DATED OCTOBER 8, 2004\***

**\*INCORPORATED BY REFERENCE AND ON FILE WITH THE PLANNING AND  
DEVELOPMENT DEPARTMENT**

**EXHIBIT P**

**WIREGRASS RANCH DRI NO. 260**

**ENVIRONMENTAL MANAGEMENT PLAN\***

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

**EXHIBIT Q**

**WIREGRASS RANCH DRI NO. 260**

**ASSIGNMENT OF ENTITLEMENTS**

Exhibit Q

Wiregrass Ranch DRI No. 260  
Assignments of Wiregrass DRI Entitlements  
As of September 7, 2010

1. Assignment of Wiregrass DRI Entitlements dated 01/29/2008 (as per attached)  
Assignor(s): Wiregrass Ranch, Inc.  
Assignee: Goodforest LLC  
DRI Entitlements: 233,601 square feet of retail entitlements  
Parcel: Parcel C5 (the "Mall Expansion Parcel") (as more particularly described  
in attached metes and bounds legal description)  
Phase: Phase 1A

**ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS**

Wiregrass Ranch, Inc hereby assigns to Goodforest LLC Two Hundred Thirty Three Thousand Six Hundred One (233,601) square feet of retail entitlements pursuant to Phase 1 of the Development of Regional Impact development order issued pursuant to Florida Statute Section 380.06 adopted by Pasco County, Florida, by Resolution No. 07-291, for use on that real property described on Exhibit "A" attached hereto and made a part hereof by reference.

Dated as of the \_\_\_ day of \_\_\_\_\_, 2008.

"Assignor"

Wiregrass Ranch, Inc.  
a Florida corporation

By: William H. Porter  
Printed Name: William H. Porter  
Title: President

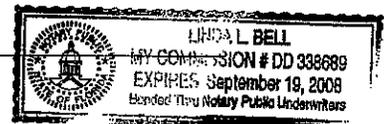
(SEAL)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 29th day of January, 2008, by William H. Porter as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the corporation. He she is personally known to me or has produced Florida DRIVERS LICENSE as identification.

Linda L Bell  
NOTARY PUBLIC-STATE OF FLORIDA  
Printed Name: LINDA L BELL

My commission expires: \_\_\_\_\_



**Exhibit "A"**

(insert legal description of Sale Parcel II)

SALE PARCEL II  
(a/k/a)  
PARCEL C-5

All that portion of Section 30, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commencing at the Southwest corner of the Southwest 1/4 of Section 30, Township 26 South, Range 20 East, Pasco County, Florida; thence South 89° 58'40" East, along the South line of the Southwest 1/4 of said Section 30, a distance of 99.24 feet to the Easterly right-of-way line of County Road 581 (Bruce B. Downs Boulevard - a 200 foot right-of-way); thence North 00° 29'34" East, along the Easterly right-of-way line of said County Road 581, a distance of 125.00 feet to the intersection of the Proposed Northerly right-of-way line of State Road 56 (250 foot right-of-way); thence along said Northerly right-of-way line, South 89° 58'40" East, a distance of 222.16 feet to a point of curvature; thence 1,725.70 feet along the arc of a curve to the left, concave Northwesterly, having a radius of 3,255.00 feet, delta 30° 22'35", chord and bearing of North 74° 50'03" East, 1,705.56 feet; thence North 59° 38'45" East, a distance of 1,150.12 feet to the POINT OF BEGINNING; thence leaving said right-of-way line North 61° 39'12" West, a distance of 380.67 feet; thence North 50° 22'10" West, a distance of 651.40 feet; thence North 48° 49'28" East, a distance of 1,300.74 feet; thence South 63° 21'14" East, a distance of 596.94 feet; thence South 31° 22'45" East, a distance of 681.00 feet to the said Northerly right-of-way line of Proposed State Road 56; thence South 59° 38'45" West, along said right-of-way, a distance of 1,194.19 feet to the POINT OF BEGINNING.

Exhibit Q

Wiregrass Ranch DRI No. 260  
Assignments of Wiregrass DRI Entitlements  
As of September 7, 2010

2. Assignment of Wiregrass DRI Entitlements dated 01/29/2008 (as per attached)  
Assignor(s): Wiregrass Ranch, Inc.  
Assignee: Goodforest LLC  
DRI Entitlements: 647,500 square feet of retail entitlements  
Parcel: As per attached  
Phase: Phase 1B

**ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS**

Wiregrass Ranch, Inc. hereby assigns to Goodforest LLC Six Hundred Forty Seven Thousand Five Hundred (647,500) square feet of retail entitlements pursuant to Phase 1 of the Development of Regional Impact development order issued pursuant to Florida Statute Section 380.06 adopted by Pasco County, Florida, by Resolution No. 07-291, for use on that real property described on Exhibit "A" attached hereto and made a part hereof by reference.

Dated as of the \_\_\_ day of \_\_\_\_\_, 2008.

"Assignor"

Wiregrass Ranch, Inc.  
a Florida corporation

By: William H. Porter  
Printed Name: William H. Porter  
Title: President

(SEAL)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 29th day of January, 2008, by William H. Porter as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced FL DRIVER LICENSE as identification.

Linda L Bell  
NOTARY PUBLIC-STATE OF FLORIDA  
Printed Name: Linda L Bell

My commission expires:



**Exhibit "A"**

(insert legal description of Sale Parcel I)

SALE PARCEL I  
(a/k/a)  
PARCEL C-6

All that portion of the South 1/2 of Section 30, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commencing at the Southwest corner of the Southwest 1/4 of Section 30, Township 26 South, Range 20 East, Pasco County, Florida; thence South 89° 58'40" East, along the South line of the Southwest 1/4 of said Section 30, a distance of 99.24 feet to the Easterly right-of-way line of County Road 581 (Bruce B. Downs Boulevard - a 200 foot right-of-way); thence North 00° 29' 34" East, along the Easterly right-of-way line of said County Road 581, a distance of 125.00 feet to the intersection of the Proposed Northerly right-of-way line of State Road 56; thence South 89° 58'40" East, along said right-of-way line, a distance of 222.16 feet to a point of curvature; thence 1,121.46 feet along the arc of a curve to the left, concave North, having a radius of 3,255.00 feet, delta 19° 44'26" and a chord bearing and distance of North 80° 09'07" East, 1,115.92 feet to the POINT OF BEGINNING; thence leaving said right-of-way line, North 00° 29'39" East, a distance of 1,460.87 feet; thence North 72° 01'12" East, a distance of 275.31 feet; thence North 82° 05'43" East, a distance of 252.03 feet; thence South 50° 22'10" East, a distance of 882.94 feet; thence South 61° 39'12" East, a distance of 380.67 feet to the Proposed Northerly right-of-way line of State Road 56; thence South 59° 38'45" West, along said right-of-way line, a distance of 1,150.12 feet to a point of curvature; thence 604.24 feet along the arc of a curve to the right, concave North, having a radius of 3,255.00 feet, delta 10° 38'10", and a chord bearing and distance of South 64° 57'50" West, 603.37 feet to the POINT OF BEGINNING.

Exhibit Q

Wiregrass Ranch DRI No. 260  
Assignments of Wiregrass DRI Entitlements  
As of September 7, 2010

3. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)  
Assignor(s): Wiregrass Ranch, Inc., and Locust Branch LLC  
Assignee: Goodforest LLC  
DRI Entitlements: 172,500 square feet of retail entitlements  
Parcel: As per attached  
Phase: Phase 1B



Prepared by and return to:  
 G. Matthew Brockway, Esq.  
 Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.  
 2033 Main Street, Suite 600  
 Sarasota, Florida 34237

Rept: 1323704 Rec: 35.50  
 DS: 0.00 IT: 0.00  
 09/01/10 S. Shultz, Dpty Clerk

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER  
 09/01/10 01:29pm 1 of 4  
 OR BK 8410 PG 776

**ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS**

**SR 56 Commercial Parcel, a portion of Parcel C6**

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to GOODFOREST LLC, a Florida limited liability company, maintaining a principal place of business of 50 Public Square, Suite 1100, Cleveland, Ohio 44113 ("Goodforest") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

**RECITALS:**

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statutes, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 172,500 square feet of retail entitlements pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as the "SR 56 Commercial Parcel", as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to the SR 56 Commercial Parcel, including, but not limited to, the Development Rights Agreement dated January 30, 2008 and recorded in Book 7751, Page 952 of the Official Records of Pasco County.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

*{SIGNATURES ON FOLLOWING PAGE}*

OWNER/APPLICANT

Wiregrass Ranch, Inc.,  
a Florida corporation

By: William H. Porter  
Print: William H. Porter  
Title: President  
Date: 9/1/10

Witness: [Signature]

Printed Name: SCOTT SHERIDAN

Witness: [Signature]

Printed Name: WILLIAM W. MERRITT

DEVELOPER OF RECORD

Locust Branch, LLC,  
a Florida limited liability company

By: [Signature]  
Print: David J. Evans  
Title: Manager  
Date: Sep 1, 2010

Witness: [Signature]

Printed Name: SCOTT SHERIDAN

Witness: [Signature]

Printed Name: WILLIAM W. MERRITT

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is  personally known to me, or  produced FL DL P636-928-52-453-0 as identification.

By: Patrice A. Wallace  
Notary Public, State of Florida

Print: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

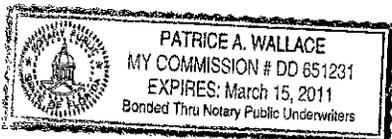
STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is  personally known to me, or  produced FL DL E152-170-49-296 as identification.

By: Patrice A. Wallace  
Notary Public, State of Florida

Print: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"****LEGAL DESCRIPTION OF THE SR 56 COMMERCIAL PARCEL,  
A PORTION OF PARCEL C6**

ALL THAT PORTION OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING A PORTION OF GOVERNMENT LOTS 3 AND 4, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S89°58'40"E, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 SAID SECTION 30, A DISTANCE OF 99.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD – A 200' R/W); THENCE N00°29'34"E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 581, A DISTANCE OF 125.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N00°29'34"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1010.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N72°15'04"E, A DISTANCE OF 85.00 FEET; THENCE S50°28'38"E, A DISTANCE OF 75.00 FEET; THENCE N59°10'51"E, A DISTANCE OF 535.00 FEET; THENCE N84°26'10"E, A DISTANCE OF 210.00 FEET; THENCE N62°14'03"E, A DISTANCE OF 43.47 FEET; THENCE N44°47'06"E, A DISTANCE OF 61.21 FEET; THENCE N56°28'07"E, A DISTANCE OF 87.31 FEET; THENCE N61°57'11"E, A DISTANCE OF 39.49 FEET; THENCE N44°20'16"E, A DISTANCE OF 48.69 FEET; THENCE N52°42'43"E, A DISTANCE OF 62.69 FEET; THENCE N47°35'43" E, A DISTANCE OF 54.48 FEET; THENCE N85°30'57"E, A DISTANCE OF 79.15 FEET; THENCE S82°54'03"E, A DISTANCE OF 53.61 FEET; THENCE N78°01'35"E, A DISTANCE OF 39.60 FEET; THENCE N64°21'53"E, A DISTANCE OF 36.83 FEET; THENCE S00°29'39"W, A DISTANCE OF 1355.62 FEET TO THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 56; THENCE ALONG SAID RIGHT-OF-WAY 1121.46 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3255.00 FEET, DELTA 19°44'26"; CHORD AND BEARING OF S80°09'07"W, 1115.92 FEET; THENCE N89°58'40"W, A DISTANCE OF 222.16 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 AND THE POINT OF BEGINNING.

CONTAINING 36.712 ACRES, MORE OR LESS.

Exhibit Q

Wiregrass Ranch DRI No. 260  
Assignments of Wiregrass DRI Entitlements  
As of September 7, 2010

4. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)  
Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC  
Assignee: Wal-Mart Stores East, LP  
DRI Entitlements: 217,522 square feet of retail entitlements  
Parcel: Portion of Parcel C2 (the "Wal-Mart Parcel") (as more particularly  
described in attached metes and bounds legal description)  
Phase: Phase 1B



Prepared by and return to:  
 G. Matthew Brockway, Esq.  
 Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.  
 2033 Main Street, Suite 600  
 Sarasota, Florida 34237

Rept: 1323704 Rec: 35.50  
 DS: 0.00 IT: 0.00  
 09/01/10 S. Shultz, Dpty Clerk

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER  
 09/01/10 01:29pm 1 of 4  
 OR BK 8410 PG 780

**ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS**

**Wal-Mart Parcel, a portion of Parcel C2**

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to WAL-MART STORES EAST, LP, a Delaware limited partnership authorized to transact business in Florida, maintaining a principal place of business of 702 S.W. 8<sup>th</sup> Street, Bentonville, Arkansas 72716-0555 ("Wal-Mart") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

**RECITALS:**

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statutes, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 217,522 square feet of retail entitlements pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as the "Wal-Mart Parcel", as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to the Wal-Mart Parcel.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

*{SIGNATURES ON FOLLOWING PAGE}*

OWNER/APPLICANT

Wiregrass Ranch, Inc.,  
a Florida corporation

By: William H. Porter  
Print: William H. Porter  
Title: President  
Date: 9/1/2010

Witness: [Signature]  
Printed Name: SCOTT SHERIDAN

Witness: [Signature]  
Printed Name: WILLIAM W. MERRILL III

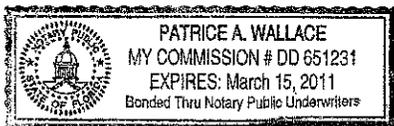
STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is  personally known to me, or  produced FLDL P636-928-52-453 as identification.

By: Patrice A. Wallace  
Notary Public, State of Florida

Print: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



DEVELOPER OF RECORD

Locust Branch, LLC,  
a Florida limited liability company

By: David J. Evans  
Print: David J. Evans  
Title: Manager  
Date: Sept. 2010

Witness: [Signature]  
Printed Name: SCOTT SHERIDAN

Witness: [Signature]  
Printed Name: WILLIAM W. MERRILL III

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is  personally known to me, or  produced FLDL E152-170-49-296 as identification.

By: Patrice A. Wallace  
Notary Public, State of Florida

Print: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

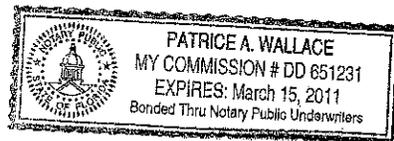


EXHIBIT "A"LEGAL DESCRIPTION OF THE WAL-MART PARCEL, A PORTION OF PARCEL C2

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 388.14 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'45"E., A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING; THENCE S.18°18'45"E., A DISTANCE OF 925.00 FEET; THENCE S.18°18'45"E., A DISTANCE OF 432.95 FEET; THENCE S.71°41'15"W., A DISTANCE OF 259.57 FEET; THENCE S.17°43'05"E., A DISTANCE OF 39.89 FEET; THENCE S 67°19'14" W., A DISTANCE OF 293.50 FEET; THENCE N 62°05'36" W., A DISTANCE OF 146.12 FEET; THENCE N.33°50'30"W., A DISTANCE OF 404.45 FEET; THENCE S 71°41'15" W., A DISTANCE OF 17.62 FEET; THENCE N 84°15'19" W., A DISTANCE OF 87.81 FEET; THENCE S 70°32'35" W., A DISTANCE OF 74.02 FEET; THENCE S 50°09'28" W., A DISTANCE OF 42.27 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE; THENCE 172.04 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 550.00 FEET, DELTA 17°55'20", CHORD AND BEARING OF N.84°19'34"W, 171.34 FEET; THENCE N.75°21'54"W., A DISTANCE OF 137.96 FEET; THENCE N.14°38'06"E., A DISTANCE OF 372.03 FEET; THENCE N.14°38'06"E., A DISTANCE OF 416.31 FEET; THENCE N.18°18'45"W., A DISTANCE OF 164.96 FEET; THENCE N.71°41'15"E., A DISTANCE OF 58.70 FEET; THENCE S.18°18'45"E., A DISTANCE OF 65.00 FEET; THENCE N.71°41'15"E., A DISTANCE OF 207.00 FEET; THENCE N.71°41'15"E., A DISTANCE OF 50.00 FEET; THENCE N.71°41'15"E., A DISTANCE OF 245.00 FEET; THENCE N.71°41'15"E., A DISTANCE OF 256.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.016 ACRES, MORE OR LESS

Exhibit Q

Wiregrass Ranch DRI No. 260  
Assignments of Wiregrass DRI Entitlements  
As of September 7, 2010

5. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)  
Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC  
Assignee: First Chapel Associates, LP  
DRI Entitlements: 9,978 square feet of retail entitlements  
Parcel: Portion of Parcel C2 (the "SR 54 Outparcels") (as more particularly  
described in attached metes and bounds legal description)  
Phase: Phase 1B

Prepared by and return to:  
G. Matthew Brockway, Esq.  
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.  
2033 Main Street, Suite 600  
Sarasota, Florida 34237



Rept: 1323704 Rec: 52.50  
DS: 0.00 IT: 0.00  
09/01/10 S. Shultz, Dpty Clerk

PAULA S. O'NEIL, PH.D. PASCO CLERK & COMPTROLLER  
09/01/10 01:29pm 1 of 6  
OR BK 8410 PG 784

## ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

### SR 54 Outparcels, a portion of Parcel C2

This ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to FIRST CHAPEL ASSOCIATES LP, a Delaware limited partnership authorized to transact business in Florida, maintaining a principal place of business of 777 South Flagler Drive, Suite 1101-E, West Palm Beach, Florida 33401 ("First Chapel") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

### RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statutes, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 9,978 square feet of retail entitlements pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as "SR 54 Outparcels", as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to SR 54 Outparcels, including, but not limited to, the Development Rights Agreement dated January 30, 2008 and recorded in Book 7751, Page 952 of the Official Records of Pasco County.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

*{SIGNATURES ON FOLLOWING PAGE}*

OWNER/APPLICANT

Wiregrass Ranch, Inc.,  
a Florida corporation

By: William H. Foster  
Print: William H. Porter  
Title: President  
Date: 9/1/2010

Witness: Scott Sheridan  
Printed Name: SCOTT SHERIDAN

Witness: William W. McRae III  
Printed Name: William W. McRae III

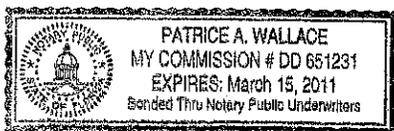
STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is  personally known to me, or  produced FDL 1636-928-52-453 as identification.

By: Patrice A. Wallace  
Notary Public, State of Florida

Print: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



DEVELOPER OF RECORD

Locust Branch, LLC,  
a Florida limited liability company

By: David J. Evans  
Print: David J. Evans  
Title: Manager  
Date: Sep. 1, 2010

Witness: Scott Sheridan  
Printed Name: SCOTT SHERIDAN

Witness: William W. McRae III  
Printed Name: William W. McRae III

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is  personally known to me, or  produced FDL E152-170-49-296 as identification.

By: Patrice A. Wallace  
Notary Public, State of Florida

Print: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

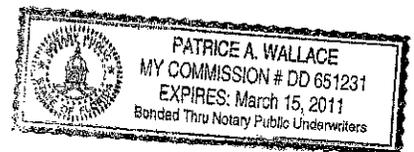


EXHIBIT "A"

LEGAL DESCRIPTION OF SR 54 OUTPARCELS, A PORTION OF PARCEL C2

**PARCEL DESCRIPTION: WALMART OUTLOT "A" - LESS SIGN PARCEL**

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 132.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, N 71°41'15" E., A DISTANCE OF 256.00 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., A DISTANCE OF 300.00 FEET; THENCE SOUTH 71 DEGREES 41 MINUTES 15 SECONDS WEST, A DISTANCE OF 254.00 FEET; THENCE NORTH 18 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 215.64 FEET; THENCE NORTH 71 DEGREES 36 MINUTES 39 SECONDS EAST, A DISTANCE OF 10.36 FEET; THENCE NORTH 32 DEGREES 43 MINUTES 57 SECONDS EAST, A DISTANCE OF 12.39 FEET; THENCE NORTH 18 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 25.24 FEET; THENCE NORTH 71 DEGREES 33 MINUTES 20 SECONDS EAST, A DISTANCE OF 159.00 FEET; THENCE NORTH 18 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 2.00 FEET; THENCE SOUTH 71 DEGREES 33 MINUTES 20 SECONDS WEST, A DISTANCE OF 180.99 FEET; THENCE NORTH 18 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 49.37 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 AND THE POINT OF BEGINNING.

CONTAINING 1.729 ACRES, MORE OR LESS.

**PARCEL DESCRIPTION: WALMART OUTLOT "B"**

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-

WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 528.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N.71°41'15"E., A DISTANCE OF 225.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'45"E., A DISTANCE OF 300.00 FEET; THENCE S.71°41'15"W., A DISTANCE OF 225.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PROPOSED PORTER BOULEVARD; THENCE N.18°18'45"W., ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 AND THE POINT OF BEGINNING.

CONTAINING 1.550 ACRES, MORE OR LESS

**PARCEL DESCRIPTION: WALMART OUTLOT "C"**

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 753.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: N.71°41'15"E., A DISTANCE OF 147.33 FEET; (2) N.18°18'45"W., A DISTANCE OF 20.00 FEET; (3) N.71°41'15"E., A DISTANCE OF 77.67 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'45"E., A DISTANCE OF 320.00 FEET; THENCE S.71°41'15"W., A DISTANCE OF 225.00 FEET; THENCE N.18°18'45"W., A DISTANCE OF 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 AND THE POINT OF BEGINNING.

CONTAINING 1.585 ACRES, MORE OR LESS

**PARCEL DESCRIPTION: WALMART OUTLOT "D"**

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58

FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 900.47 FEET; (6) THENCE N 18°18'45" W., A DISTANCE OF 20.00 FEET; (7) THENCE N 71°41'15" E., A DISTANCE OF 77.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N.71°41'15"E., A DISTANCE OF 225.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'45"E., A DISTANCE OF 320.00 FEET; THENCE S.71°41'15"W., A DISTANCE OF 225.00 FEET; THENCE N.18°18'45"W., A DISTANCE OF 320.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 AND THE POINT OF BEGINNING.

CONTAINING 1.653 ACRES, MORE OR LESS

Exhibit Q

Wiregrass Ranch DRI No. 260  
Assignments of Wiregrass DRI Entitlements  
As of September 7, 2010

6. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)  
Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC  
Assignee: Sierra BBD Property, LLC  
DRI Entitlements: 2,000 single family residential dwelling units, of which 1380 units shall be detached single family residential dwelling units and 620 units shall be attached single family residential units (townhouse)  
Parcel: Parcel S1, Parcel S3A, and Parcel C4 (as more particularly described in attached metes and bounds legal description)  
Phase: Phase 1B



Rcpt: 1323704 Rec: 52.50  
 DS: 0.00 IT: 0.00  
 09/01/10 S. Shultz, Dpty Clerk

Prepared by and return to:  
 G. Matthew Brockway, Esq.  
 Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.  
 2033 Main Street, Suite 600  
 Sarasota, Florida 34237

PAULA S. O'NEIL, Ph. D. PASCO CLERK & COMPTROLLER  
 09/01/10 01:29pm 1 of 6  
 OR BK 8410 PG 790

**ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS**

**Parcel S1, Parcel S3A, and Parcel C4**

This ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to SIERRA BBD PROPERTY, LLC, a Florida limited liability company, maintaining a principal place of business at 509 Guisando de Avila, Suite 200, Tampa, Florida 33613-5253 ("Sierra") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

**RECITALS:**

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statutes, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign entitlements consisting of 2,000 single family residential dwelling units, of which 1,380 units shall be detached single family residential dwelling units and 620 units shall be attached single family residential units (townhouse), pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as "Parcel S1", "Parcel S3A", and "Parcel C4", as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order and the Entitlement Allocation Agreement dated August 9, 2007 and recorded in Book 7602, Page 629 of the Official Records of Pasco County.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

*{SIGNATURES ON FOLLOWING PAGE}*

OWNER/APPLICANT

Wiregrass Ranch, Inc.,  
a Florida corporation

By: William H. Porter  
Print: William H. Porter  
Title: President  
Date: 9/1/2010

Witness: [Signature]  
Printed Name: SCOTT SHERIDAN

Witness: [Signature]  
Printed Name: WILLIAM W. MERRITT

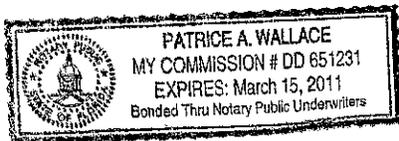
STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is  personally known to me, or  produced FLDL P636-928-52-453 as identification.

By: Patrice A. Wallace  
Notary Public, State of Florida

Print: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



DEVELOPER OF RECORD

Locust Branch, LLC,  
a Florida limited liability company

By: [Signature]  
Print: David J. Evans  
Title: Manager  
Date: Sep 1, 2010

Witness: [Signature]  
Printed Name: SCOTT SHERIDAN

Witness: [Signature]  
Printed Name: WILLIAM W. MERRITT

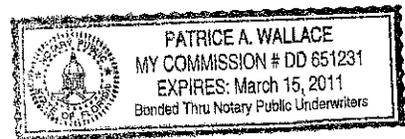
STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is  personally known to me, or  produced FLDL E152170-49-296 as identification.

By: Patrice A. Wallace  
Notary Public, State of Florida

Print: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PARCEL S1, PARCEL S3A, AND PARCEL C-4**

ALL THAT PORTION OF SECTIONS 17, 18, 19 & 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING A PORTION OF GOVERNMENT LOTS 2, 3 AND 4, OF SECTION 18 AND BEING A PORTION OF GOVERNMENT LOT 1, OF SECTION 19 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S.89°58'40"E., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 99.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD - A 200' R/W); THENCE N.00°29'34"E., ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 581, A DISTANCE OF 10,048.57 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N.00°29'34"E., A DISTANCE OF 1,981.41 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.89°56'28"E., A DISTANCE OF 805.09 FEET; THENCE N.10°04'47"E., A DISTANCE OF 498.44 FEET; THENCE N.00°00'00"E., A DISTANCE OF 590.15 FEET; THENCE N.10°55'16"E., A DISTANCE OF 729.50 FEET; THENCE N.81°39'31"E., A DISTANCE OF 498.05 FEET; THENCE N.15°23'12"E., A DISTANCE OF 860.67 FEET; THENCE N.29°39'53"E., A DISTANCE OF 878.90 FEET; THENCE N.90°00'00"E., A DISTANCE OF 1,603.17 FEET; THENCE S.53°48'13"E., A DISTANCE OF 410.19 FEET; THENCE N.55°14'13"E., A DISTANCE OF 348.50 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PROPOSED PORTER BOULEVARD (140' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1. THENCE S.32°00'57"E., A DISTANCE OF 2,411.88 FEET TO A POINT OF CURVATURE; 2. THENCE 805.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,030.00 FEET, DELTA 22°44'38", CHORD AND BEARING S 20°38'38" E., 800.54 FEET; 3. THENCE S.09°16'19"E., A DISTANCE OF 1,197.44 FEET TO A POINT OF CURVATURE; THENCE 529.10 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 2,030.00 FEET, DELTA 14°56'01", CHORD AND BEARING S 01°48'19"E., 527.60 FEET; 4. THENCE S.05°39'41"W., A DISTANCE OF 1,104.54 FEET TO A POINT OF CURVATURE; 5. THENCE 65.45 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, DELTA 75°00'00", CHORD AND BEARING S.43°09'41"W., 60.88 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD (140' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. THENCE S.80°39'41"W., A DISTANCE OF 1,324.57 FEET TO A POINT OF CURVATURE; 2. THENCE 647.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 8,070.00 FEET, DELTA 04°35'38", CHORD AND BEARING S 78°21'52" W., 646.86 FEET; 3. THENCE S.76°04'04"W., A DISTANCE OF 2,407.64 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE N.13°55'56"W., A DISTANCE OF 355.04 FEET; THENCE N.47°17'26"W., A DISTANCE OF 1,209.82 FEET; THENCE N.89°30'26"W., A DISTANCE OF 792.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 AND THE POINT OF BEGINNING.

CONTAINING 677.235 ACRES, MORE OR LESS.

AND

THAT PORTION OF SECTIONS 19 AND 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING A PORTION OF GOVERNMENT LOTS 2, 3 AND 4, OF SECTION 19 AND A PORTION OF GOVERNMENT LOTS 1 & 2, OF SECTION 30 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE NORTH 00°15'13" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2,642.48 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE NORTH 00°40'56" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2,641.89 FEET TO THE NORTHWEST CORNER OF SAID SECTION 30 AND THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 19; THENCE NORTH 00°31'33" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 1,552.85 FEET; THENCE LEAVING SAID LINE NORTH 83°07'00" EAST, A DISTANCE OF 111.56 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD, A 210' RIGHT-OF-WAY, 110' FROM CENTER OF RIGHT-OF-WAY) AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1. NORTH 00°29'34" EAST, A DISTANCE OF 835.50 FEET; 2. NORTH 89°30'26" WEST, A DISTANCE OF 10.00 FEET TO A 200' RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (100' FROM CENTER OF RIGHT-OF-WAY); 3. NORTH 00°29'34" EAST, ALONG SAID LINE A DISTANCE OF 766.73 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD (A 140' RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: 1. SOUTH 89°30'26" EAST, A DISTANCE OF 4.97 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE; 2. NORTHEASTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 56.07 FEET, A CENTRAL ANGLE OF 64°14'59", AND A CHORD BEARING AND DISTANCE OF NORTH 58°22'04" EAST, 53.18 FEET; 3. SOUTH 89°30'26" EAST, A DISTANCE OF 367.20 FEET TO A POINT OF CURVATURE; 4. EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2,570.00 FEET, AN ARC LENGTH OF 647.04 FEET, A CENTRAL ANGLE OF 14°25'30", AND A CHORD BEARING AND DISTANCE OF NORTH 83°16'49" EAST, 645.33 FEET; 5. NORTH 76°04'04" EAST, A DISTANCE OF 795.54 FEET; THENCE LEAVING SAID LINE SOUTH 16°35'41" WEST, A DISTANCE OF 538.07 FEET; THENCE SOUTH 02°51'22" WEST, A DISTANCE OF 1,446.88 FEET; THENCE SOUTH 14°39'02" WEST, A DISTANCE OF 34.21 FEET; THENCE SOUTH 25°15'11" EAST, A DISTANCE OF 626.56 FEET; THENCE SOUTH 12°09'05" WEST, A DISTANCE OF 947.33 FEET; THENCE SOUTH 04°41'16" EAST, A DISTANCE OF 1,473.65 FEET; THENCE NORTH 78°21'22" WEST, A DISTANCE OF 395.52 FEET; THENCE NORTH 52°28'44" WEST, A DISTANCE OF 88.98 FEET; THENCE SOUTH 83°41'37" WEST, A DISTANCE OF 242.64 FEET; THENCE NORTH 65°48'39" WEST, A DISTANCE OF 630.02 FEET; THENCE NORTH 75°46'16" WEST, A DISTANCE OF 456.42 FEET; THENCE NORTH 89°27'52" WEST, A DISTANCE OF 104.12 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (A 200' RIGHT-OF-WAY, 100' FROM CENTER OF RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1. NORTH 00°29'34" EAST, A DISTANCE OF 1,718.35 FEET; 2. SOUTH 89°30'26" EAST, A DISTANCE OF 10.00 FEET TO A 210' RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (110' FROM CENTER OF RIGHT-OF-WAY); 3. NORTH 00°29'34" EAST, A DISTANCE OF 864.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 178.705 ACRES, MORE OR LESS.

AND

ALL THAT PORTION OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING A PORTION OF GOVERNMENT LOTS 1 AND 2, OF SECTION 19, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 58 MINUTES 40 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 99.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD - A 200' R/W); THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 581, A DISTANCE OF 8,671.21 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD (A 140' RIGHT-OF-WAY) FOR A POINT OF BEGINNING; THENCE CONTINUE, NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1,377.36 FEET; THENCE LEAVING SAID LINE SOUTH 89 DEGREES 30 MINUTES 26 SECONDS EAST, A DISTANCE OF 792.24 FEET; THENCE SOUTH 47 DEGREES 17 MINUTES 26 SECONDS EAST, A DISTANCE OF 1,209.82 FEET; THENCE SOUTH 13 DEGREES 55 MINUTES 56 SECONDS EAST, A DISTANCE OF 355.04 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. THENCE SOUTH 76 DEGREES 04 MINUTES 04 SECONDS WEST, A DISTANCE OF 778.68 FEET TO A POINT OF CURVATURE; 2. THENCE 611.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 2,430.00 FEET, DELTA 14 DEGREES 25 MINUTES 30 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 83 DEGREES 16 MINUTES 49 SECONDS WEST, 610.18 FEET; 3. THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 367.20 FEET TO A POINT OF CURVATURE; 4. THENCE 78.54 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, DELTA 90 DEGREES 00 MINUTES 00 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 44 DEGREES 30 MINUTES 26 SECONDS WEST, 70.71 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 AND THE POINT OF BEGINNING.

CONTAINING 44.487 ACRES, MORE OR LESS.

Exhibit Q

Wiregrass Ranch DRI No. 260  
Assignments of Wiregrass DRI Entitlements  
As of September 7, 2010

7. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)  
Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC  
Assignee: Florida Hospital Zephyrhills, Inc.  
DRI Entitlements: 90,000 square feet of medical office entitlements and 100  
hospital bed entitlements  
Parcel: Parcel O2 (as more particularly described in attached metes and bounds  
legal description)  
Phase: Phase 1A

Prepared by and return to:  
G. Matthew Brockway, Esq.  
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.  
2033 Main Street, Suite 600  
Sarasota, Florida 34237



Rept: 1323704 Rec: 35.50  
DS: 0.00 IT: 0.00  
09/01/10 S. Shultz, Dpty Clerk

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER  
09/01/10 01:29pm 1 of 4  
OR BK 8410 PG 796

## ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

### Parcel O2

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to FLORIDA HOSPITAL ZEPHYRHILLS, INC., a Florida corporation, maintaining a principal place of business of business of 7050 Gall Boulevard, Zephyrhills, Florida 33541 ("FHZ") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

### RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statutes, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 90,000 square feet of medical office entitlements and 100 beds of hospital entitlements pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as Parcel O2, as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This assignment shall only become effective once the Resolution Adopting an Amended, Consolidated, and Restated Development Order Approving, with Conditions, the Wiregrass Ranch Development of Regional Impact No. 260, scheduled for adoption by the Pasco County Board of County Commissioners at a public hearing on September 7, 2010, is effective and no longer subject to appeal or challenge.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to Parcel O2.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

*{SIGNATURES ON FOLLOWING PAGE}*

OWNER/APPLICANT

Wiregrass Ranch, Inc.,  
a Florida corporation

By: William H. Porter  
Print: William H. Porter  
Title: President  
Date: 9/1/2010

Witness: [Signature]  
Printed Name: SCOTT SHERIDAN

Witness: [Signature]  
Printed Name: WILLIAM W. MERRILL III

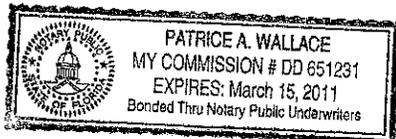
STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is  personally known to me, or  produced FDL P636-928-52-453 as identification.

By: Patrice A. Wallace  
Notary Public, State of Florida

Print: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



DEVELOPER OF RECORD

Locust Branch, LLC,  
a Florida limited liability company

By: David J. Evans  
Print: David J. Evans  
Title: Manager  
Date: Sep 1, 2010

Witness: [Signature]  
Printed Name: SCOTT SHERIDAN

Witness: [Signature]  
Printed Name: WILLIAM W. MERRILL III

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is  personally known to me, or  produced E152-170-49-296-0 as identification.

By: Patrice A. Wallace  
Notary Public, State of Florida

Print: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

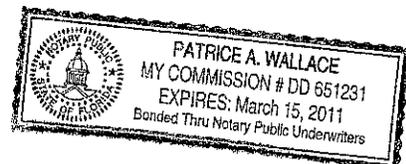


EXHIBIT "A"LEGAL DESCRIPTION OF PARCEL O2

THAT PORTION OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 AND GOVERNMENT LOTS 1, 2 AND 3 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE NORTH 00°40'56" EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 322.23 FEET; THENCE LEAVING SAID LINE, NORTH 89°59'11" EAST, A DISTANCE OF 109.20 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581, (BRUCE B. DOWNS BOULEVARD, BASED ON THE RIGHT-OF-WAY CONTROL SURVEY FOR COUNTY ROAD 581 SEGMENT 405492 1 PREPARED BY ECHEZABAL & ASSOCIATES, INC., FINAL DATE 7/21/05 AND THE POINT OF BEGINNING; THENCE NORTH 00°29'34" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 A DISTANCE OF 1,303.00 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 7602, PAGE 620, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF SAID LANDS SOUTH 89°27'52" EAST, A DISTANCE OF 104.12 FEET; THENCE SOUTH 75°46'16" EAST, A DISTANCE OF 456.42 FEET; THENCE SOUTH 65°48'39" EAST, A DISTANCE OF 630.02 FEET; THENCE NORTH 83°41'37" EAST, A DISTANCE OF 242.64 FEET; THENCE SOUTH 52°28'44" EAST, A DISTANCE OF 88.98 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 5300, PAGE 1713; THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 5300, PAGE 1713, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA SOUTH 17°08'23" EAST, A DISTANCE OF 406.24 FEET; THENCE SOUTH 08°35'31" WEST, A DISTANCE OF 55.29 FEET; THENCE SOUTH 20°56'46" EAST, A DISTANCE OF 187.10 FEET; THENCE SOUTH 01°11'14" EAST, A DISTANCE OF 132.14 FEET; THENCE SOUTH 08°18'53" WEST, A DISTANCE OF 85.50 FEET; THENCE SOUTH 04°23'06" EAST, A DISTANCE OF 250.82 FEET; THENCE SOUTH 01°25'46" WEST, A DISTANCE OF 103.27 FEET; THENCE SOUTH 00°47'20" EAST, A DISTANCE OF 88.53 FEET; THENCE SOUTH 01°41'15" EAST, A DISTANCE OF 100.25 FEET; THENCE SOUTH 31°35'03" WEST, A DISTANCE OF 206.97 FEET; THENCE SOUTH 25°56'27" WEST, A DISTANCE OF 75.83 FEET; THENCE NORTH 72°07'45" WEST, A DISTANCE OF 281.75 FEET; THENCE NORTH 13°08'45" EAST, A DISTANCE OF 364.40 FEET; THENCE NORTH 88°33'55" WEST, A DISTANCE OF 372.54 FEET; THENCE NORTH 65°48'44" WEST, A DISTANCE OF 215.81 FEET; THENCE NORTH 77°35'12" WEST, A DISTANCE OF 83.05 FEET; THENCE NORTH 86°50'56" WEST, A DISTANCE OF 477.21 FEET; THENCE SOUTH 00°22'35" WEST, A DISTANCE OF 104.74 FEET; THENCE SOUTH 03°46'07" EAST, A DISTANCE OF 62.94 FEET; THENCE SOUTH 16°52'44" EAST, A DISTANCE OF 98.01 FEET; THENCE SOUTH 03°44'29" EAST, A DISTANCE OF 74.82 FEET; THENCE SOUTH 89°59'10" WEST, A DISTANCE OF 220.76 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581; THENCE NORTH 00°29'34" EAST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 469.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 51.533 ACRES, MORE OR LESS.

Exhibit Q

Wiregrass Ranch DRI No. 260  
Assignments of Wiregrass DRI Entitlements  
As of September 7, 2010

8. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)  
Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC  
Assignee: The District Board of Trustees of Pasco-Hernando Community College, Florida, a political subdivision of the State of Florida  
DRI Entitlements: 700 full time equivalent student entitlements  
Parcel: A portion of Parcel M18 and a portion of Parcel M13 (as more particularly described in attached metes and bounds legal description)  
Phase: Phase 1A



Prepared by and return to:  
 G. Matthew Brockway, Esq.  
 Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.  
 2033 Main Street, Suite 600  
 Sarasota, Florida 34237

Rept: 1323704 Rec: 35.50  
 DS: 0.00 IT: 0.00  
 09/01/10 S. Shultz, Dpty Clerk

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER  
 09/01/10 01:29pm 1 of 4  
 OR BK 8410 PG 800

**ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS**

**Portions of Parcel M18 and Parcel M13**

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to The District Board of Trustees of Pasco-Hernando Community College, Florida, a political subdivision of the State of Florida ("PHCC"), for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

**RECITALS:**

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statutes, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 700 full-time equivalent student entitlements for use as a community college pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as portions of Parcel M18 and Parcel M13, as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This assignment shall only become effective once the Resolution Adopting an Amended, Consolidated, and Restated Development Order Approving, with Conditions, the Wiregrass Ranch Development of Regional Impact No. 260, scheduled for adoption by the Pasco County Board of County Commissioners at a public hearing on September 7, 2010, is effective and no longer subject to appeal or challenge.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to Parcel M18 and M13.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

*{SIGNATURES ON FOLLOWING PAGE}*

OWNER/APPLICANT

Wiregrass Ranch, Inc.,  
a Florida corporation

By: William H. Porter  
Print: William H. Porter  
Title: President  
Date: 9/1/2010

Witness: [Signature]  
Printed Name: SCOTT SHERIDAN

Witness: [Signature]  
Printed Name: WILLIAM W. MERRILL

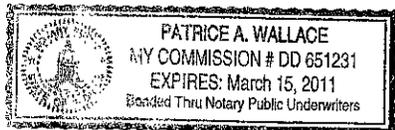
STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is  personally known to me, or  produced FLDL P636-928-52-453-8 as identification.

By: Patrice A. Wallace  
Notary Public, State of Florida

Print: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



DEVELOPER OF RECORD

Locust Branch, LLC,  
a Florida limited liability company

By: [Signature]  
Print: David J. Evans  
Title: Manager  
Date: Sep. 1, 2010

Witness: [Signature]  
Printed Name: SCOTT SHERIDAN

Witness: [Signature]  
Printed Name: WILLIAM W. MERRILL

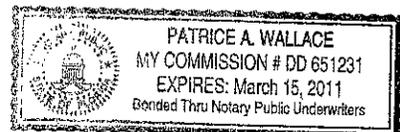
STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is  personally known to me, or  produced FLDL E152-170-49-296-8 as identification.

By: Patrice A. Wallace  
Notary Public, State of Florida

Print: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"****LEGAL DESCRIPTION OF PORTIONS OF PARCEL M18 AND PARCEL M13**

THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 29, SAID CORNER BEING THE COMMON CORNER OF SECTIONS 28, 29, 32 AND 33, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF SECTION 29 THE FOLLOWING TWO (2) COURSES: 1. NORTH 89°46'18" WEST, A DISTANCE OF 2,647.65 FEET TO THE SOUTH 1/4 CORNER OF SECTION 29; 2. NORTH 89°58'04" WEST, A DISTANCE OF 144.45 FEET; THENCE LEAVING SAID LINE, NORTH 00°06'28" EAST, A DISTANCE OF 330.06 FEET; THENCE NORTH 20°01'02" WEST, A DISTANCE OF 408.18 FEET; THENCE NORTH 48°19'03" WEST, A DISTANCE OF 283.03 FEET TO A POINT ON THE NORTHEASTERLY LINE OF PARCEL M12 AS DESCRIBED IN O.R. BOOK 6179, PAGE 783 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE NORTH 50°42'55" WEST, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL M12 A DISTANCE OF 1,139.21 FEET; THENCE LEAVING SAID LINE NORTH 42°31'25" EAST, A DISTANCE OF 1,159.01 FEET; THENCE NORTH 31°25'50" EAST, A DISTANCE OF 193.01 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 21.55 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 679.00 FEET, A CENTRAL ANGLE OF 01°49'05", AND A CHORD BEARING AND DISTANCE OF NORTH 32°20'23" EAST 21.55 FEET; THENCE NORTH 56°45'05" WEST, A DISTANCE OF 48.18 FEET; THENCE NORTH 33°45'37" EAST, A DISTANCE OF 150.56 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 487.08 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 36°00'36", AND A CHORD BEARING AND DISTANCE OF NORTH 51°45'55" EAST 479.11 FEET; THENCE NORTH 69°46'13" EAST, A DISTANCE OF 104.92 FEET TO THE POINT ON A NON-TANGENT CURVE TO THE LEFT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MANSFIELD BOULEVARD (A 140 FOOT RIGHT-OF-WAY) AS DESCRIBED IN O.R. BOOK 7802, PAGES 561 & 570 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1. SOUTHEASTERLY 1,306.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,070.00 FEET, A CENTRAL ANGLE OF 69°57'26", AND A CHORD BEARING AND DISTANCE OF SOUTH 51°24'13" EAST 1,226.80 FEET; 2. SOUTH 86°22'56" EAST, A DISTANCE OF 184.91 FEET TO THE INTERSECTION OF THE WESTERLY LINE OF A A HIGH SCHOOL 120' ACCESS PARCEL AS DESCRIBED IN O.R. BOOK 5834, PAGE 826 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE WESTERLY LINE OF SAID ACCESS PARCEL, SOUTH 02°23'47" WEST, A DISTANCE OF 528.96 FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF A HIGH SCHOOL PARCEL AS DESCRIBED IN O.R. BOOK 5834, PAGE 826 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID LINE SOUTH 75°15'08" WEST, A DISTANCE OF 1,105.62 FEET; THENCE SOUTH 41°40'57" WEST, A DISTANCE OF 878.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 61.565 ACRES, MORE OR LESS.

## Exhibit Q

### Wiregrass Ranch DRI No. 260 Assignments of Wiregrass DRI Entitlements As of September 7, 2010

For convenience of reference, Section 4.e as set forth in the Original DO as amended by the DO Amendment (Resolution 07-291 adopted on July 17, 2007, as amended by Resolution 08-06 adopted on October 9, 2007) states as follows:

e. Assignment of DRI Entitlements. Because the DRI entitlements authorized in this DO are not geographically assigned to specific development parcels within the DRI, the Applicant/Owner shall control the allocation and assignment of the phased entitlements to specific geographic parcels within the DRI Property, by written instrument executed by an authorized officer of Applicant/Owner. Prior to the issuance of any preliminary plan/ preliminary site plan within the DRI, the plan applicant must provide to the County an original, executed "Assignment of Wiregrass DRI Entitlements" that (i) specifically identifies the type and number of entitlements assigned to the specific DRI parcel(s) that is the subject of the permit application (i.e., 100,000 sf office use entitlements for Parcel 0-3); (ii) specifically states the DRI phase for which said entitlements are assigned (i.e., Phase 1, 2 or 3); and (iv) [sic] is dated, executed by the Applicant/Owner, and notarized. All such assignments of entitlements shall be reported in the next biennial report for the DRI.