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**AMENDED AND RESTATED DEVELOPMENT AGREEMENT (2014) BETWEEN PASCO COUNTY, WESLEY CHAPEL LAKES, LTD., CLEARWATER BAY ASSOCIATES, INC., MAXCY DEVELOPMENT GROUP HOLDINGS - MEADOW POINTE IV, INC., PASCO HEIGHTS DEVELOPMENT CORPORATION, AND MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT FOR WESLEY CHAPEL LAKES DEVELOPMENT OF REGIONAL IMPACT NO. 166**

This Amended and Restated Agreement (the "Restated D.A. 2014") is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "COUNTY," and WESLEY CHAPEL LAKES, LTD., a Florida limited partnership, hereinafter referred to as "WCL", and CLEARWATER BAY ASSOCIATES, INC., a Florida corporation, hereinafter referred to as "CBA", and MAXCY DEVELOPMENT GROUP HOLDINGS - MEADOW POINTE IV, INC., a Florida corporation, hereinafter referred to as "SPE" (collectively "WCL LANDOWNERS"); and PASCO HEIGHTS DEVELOPMENT CORPORATION, a Florida corporation hereinafter referred to as "PHDC"; and MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government, hereinafter referred to as (the "DISTRICT"). PHDC, SPE and the DISTRICT are hereinafter collectively referred to as the "DEVELOPER."

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER  
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WITNESSETH:

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

WHEREAS, on January 11, 2011, Pasco County approved an Amended and Restated Development Order approving with conditions, the Wesley Chapel Lakes Development of Regional Impact No. 166 (hereinafter "the D.O.") in response to a Notice of Proposed Change (NOPC) for DRI No. 166, on a parcel of real property in Pasco County, Florida, legally described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter the "Project"); and

WHEREAS, Table 1, attached hereto as Exhibit B, describes those roadways and intersections significantly impacted by Phase 1 of the Project and the required improvements that are needed to be constructed to ensure maintenance of the adopted level of service for such roadways and intersections based

on the results of the transportation analysis conducted in conjunction with the NOPC application; and

WHEREAS, Rule 9J-2.045, Florida Administrative Code, allows the COUNTY to elect one of several transportation mitigation alternatives in order for the DEVELOPER to mitigate the transportation impacts of Phase 1 of the Project, including the payment by the DEVELOPER of its proportionate share contribution for the roadway and intersection improvements identified in Table 1; and

WHEREAS, Rule 9J-2.045, Florida Administrative Code, allows the DEVELOPER'S proportionate share contribution to be applied to expeditiously construct one or more of the roadway improvements identified in Table 1; and

WHEREAS, the D.O. establishes the amount of \$6,321,218.95 as the DEVELOPER'S proportionate share contribution for the transportation impacts of Phase 1 of the Project and requires the DEVELOPER to apply the proportionate share contribution toward the construction of an extension of S.R. 56 in order to mitigate the transportation impacts of Phase 1 of the Project; and

WHEREAS, on November 19, 2002, Pasco County approved a Development Agreement with the WCL LANDOWNERS and the DEVELOPER (the "Original D.A."); and

WHEREAS, on November 25, 2008, Pasco County approved an Amended and Restated Development Agreement with the WCL LANDOWNERS and the Developer (the "2008 DA"); and

WHEREAS, on June 7, 2011, Pasco County approved an Amended and Restated Development Agreement (2011) (the "2011 DA"); and

WHEREAS, the COUNTY has entered that certain "Right-of-Way Acquisition, Road Design, Permitting and Construction Agreement for Wiregrass Ranch/Wesley Chapel Lakes S.R. 56 Project" with Wiregrass Ranch, Inc. ("Wiregrass") and the DEVELOPER (the "Joint S.R. 56 Agreement"); and

WHEREAS, the PD&E for the S.R. 56 Extension and the Eastern Segment (defined in Section D.2., below) has been completed and approved by the COUNTY, the FDOT and the Federal Highway Administration ("FHWA"); and

WHEREAS, the COUNTY has approved the Wiregrass Ranch DRI Development Order (the "Wiregrass D.O.") with conditions requiring the construction of an expanded S.R. 56 extension from C.R. 581 to Meadow Pointe Boulevard, which conditions affect the implementation of the Joint S.R. 56 Agreement, and the Original

D.A., the D.O. and the Joint S.R. 56 Agreement have been amended accordingly; and

WHEREAS, on September 8, 2008, the COUNTY approved the S.R. 56 Roadway Agreement between Locust Branch, LLC, Pasco County, Florida and Meadow Pointe IV Community Development District, as amended on May 11, 2010 (the "S.R. 56 Roadway Agreement"), which terminated and replaced the Joint S.R. 56 Agreement; and

WHEREAS, the Florida Department of Transportation ("FDOT") has agreed to accept the application of the DEVELOPER'S proportionate share contribution toward the construction of the S.R. 56 Extension as detailed in the S.R. 56 Roadway Agreement plus the DEVELOPER'S obligation to design, permit, provide right-of-way, easements, drainage and mitigation areas outside of such right-of-way for, and provide funding for the construction of the Eastern Segment as described herein as adequately mitigating the extra-jurisdictional impacts of Phase 1 of the Project on the significantly impacted state and regional roadways; and

WHEREAS, FDOT and the COUNTY have acknowledged and agreed that the S.R. 56 Extension as defined in the S.R. 56 Roadway Agreement will be a project of the DISTRICT, the funding for which shall be provided as set out in the S.R. 56 Roadway Agreement; and

WHEREAS, the Project has also received zoning approval as a Master Planned Unit Development by Rezoning Petition No. 5828, as amended (the "MPUD Approval"); and

WHEREAS, CBA and WCL, having been and continuing to be in the cattle ranching business and other agricultural businesses and not in the real estate development business, and having no ability and no intention whatsoever to be real estate developers but acknowledging that the land owned by them within the Wesley Chapel Lakes DRI is subject to the obligations under the D.O. and this Restated D.A. 2014, have arranged for the Developer to fulfill the obligations under the D.O. and this Restated D.A. (2014); and

WHEREAS, the Developer, the WCL Landowners and the County agree that compliance with this Restated DA 2014 fully mitigates the transportation impacts of Phase 1 of the Project.

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

A. WHEREAS CLAUSES

The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this Restated D.A. (2014).

B. PURPOSE

It is the purpose and intent of this Restated D.A. (2014) to set forth the terms and conditions of development approval for Phase 1 of the Project, as defined pursuant to the D.O., as the same relates to the design, right-of-way, easements, and drainage and mitigation area acquisition, permitting, and construction of the S.R. 56 Extension and the Eastern Segment associated with Phase 1 of the Project. This Restated D.A. (2014) is intended to define the terms and conditions of the COUNTY'S, the WCL LANDOWNERS and the DEVELOPER'S participation in the S.R. 56 Extension, as defined in the S.R. 56 Roadway Agreement. All terms and conditions of this Restated D.A. (2014) shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

C. GENERAL REQUIREMENTS

1. Legal Description: The land subject to this Restated D.A. (2014) is identified on Exhibit A. The original holders of legal title are WCL, CBA, and Pasco Heights Development Corporation. Pursuant to Section 163.3239, F.S., the burdens of this Restated D.A. (2014) shall be binding upon and the benefits of the Restated D.A. (2014) shall inure to all such legal and equitable owners and their successors in interest.

2. Duration: This Restated D.A. (2014) shall be for a duration of ten (10) years from the date of execution of the Restated D.A. (2014), subject to any conditions precedent or termination provisions herein or termination by mutual agreement.

3. Development Uses of Land: The Project is designated as an MPUD Master Planned Unit Development, under the Pasco County Land Development Code, which allows those, permitted uses set forth in the MPUD Approval.

4. Public Facilities: Transportation facilities for the Project will be provided through S.R. 54 and S.R. 56, Meadow Pointe Boulevard and Beardsley Drive, subject to the provisions of this Restated D.A. (2014). Potable water and wastewater services for the Project are available through the COUNTY'S existing water and sewer lines along S.R. 54 at the Project entrance and through existing water and sewer lines in the Meadow Pointe subdivision, subject to the Utilities Service Agreement with the COUNTY. Disposal services for the

Project are available through existing licensed collectors and the COUNTY'S Solid Waste Disposal and Resource Recovery System. All drainage improvements necessary to serve the Project will be provided by the DEVELOPER in accordance with the terms and conditions of the COUNTY'S approved construction plans and satisfaction of all State and Federal regulations.

5. Reservations or Dedications for Public Purpose: All reservations ("**Reservations**") and dedications for public purposes ("Right[s]-of-Way") shall be provided in accordance with the S.R. 56 Roadway Agreement, this Restated D.A. (2014) and the MPUD Approval.

6. Local Development Permits Needed: The Developer shall complete the design of the Eastern Segment as described in this Restated D.A. (2014), and shall obtain the SWFWMD ERP permit, ACOE permit (if applicable), and the FDOT permit for the construction of the Eastern Segment. Notwithstanding any other provisions in this Restated DA (2014), the Developer, when requested by the County, shall assign all such Eastern Segment permits to the COUNTY or its designee and thereafter shall have no further obligations or liability to maintain or update any of said permits.

7. Findings: The COUNTY has found that the Project, as permitted and proposed, is consistent with those provisions of the Pasco County Comprehensive Plan that are applicable to DRI Development Order, MPUD and Development Agreement approvals. To the extent not vested, the Project will be subject to the Pasco County Land Development Code. All date extensions herein are inclusive of, and not in addition to, all applicable statutory extensions including extensions adopted through the effective date of this Amended and Restated DA.

8. Requirements Necessary for the Public Health, Safety and Welfare: The conditions, terms, restrictions, and other requirements determined to be necessary by the COUNTY for the public health, safety, or welfare of its citizens are identified and included within the zoning and other development approvals for the Project.

9. Compliance with Legal Requirements and Permitting: The failure of this Restated D.A. (2014) to address a particular permit, condition, term, or restriction shall not relieve the DEVELOPER of the necessity of complying with the law governing said permitting requirement, condition, term, or restriction.

10. Zoning and Comprehensive Plan Issues: The Project is designated ROR (Retail Office

Residential), RES-6 (Residential - 6 du/ga), and RES-3 (Residential - 3 du/ga) under the Future Land Use Map in the Pasco County Comprehensive Plan. The Project is zoned, under the Pasco County Land Development Code, as MPUD Master Planned Unit Development and C-2. The MPUD Master Planned Unit Development and C-2 zoning of the Project is consistent with the land use designation for the Project established in the Future Land Use Element of the Pasco County Comprehensive Plan.

D. PIPELINE PROJECT:

1. General: The DEVELOPER and COUNTY agree that the DISTRICT'S and DEVELOPER'S compliance with the terms and conditions of the S.R. 56 Roadway Agreement and this Restated D.A. (2014) will fully mitigate the transportation capacity impacts of Phase 1 of the Project and satisfy transportation concurrency for Phase 1 of the Project through the DRI Phase 1 buildout date.

2. Eastern Segment: The DEVELOPER shall be responsible for designing, permitting and, together with the WCL Landowners, dedicating all necessary right of way and easements for S.R. 56 from Meadow Pointe Boulevard to the eastern boundary of the Project (the "Eastern Segment") as a four (4) lane divided rural cross section roadway (unless otherwise approved by FDOT and the COUNTY) with a wide median (at least 74 feet wide, unless otherwise approved by FDOT and the COUNTY) to allow the addition of two (2) interior lanes after four (4) lanes of the roadway have been constructed for an ultimate six (6) lane roadway including all shoulders, striping, signalization, signage, medians, stormwater management facilities, flood plain mitigation, wetland mitigation, guardrails, multi-modal paths, sidewalks, transit stops, frontage roads, and other roadway appurtenances, all as determined by the COUNTY, FDOT, and other permitting agencies to be necessary for the ultimate six (6) lane roadway ("Roadway Appurtenances"). The DEVELOPER and WCL Landowners shall also provide funds for the construction of the Eastern Segment in accordance with the terms of Section G.7. below. DEVELOPER shall obtain 100% design approval from FDOT consistent with the previously approved PD&E, modified as necessary to accommodate the initial 4-lane construction, and obtain all necessary SWFWMD, Army Corp of Engineers and FDOT permits for the Eastern Segment by April 30, 2015.

Within sixty (60) days of the 100% design approval of the Eastern Segment by FDOT and the COUNTY, the Developer and WCL LANDOWNERS shall convey to the COUNTY, in accordance with Section E.6. of this Restated D.A. (2014), any additional right of way or easements that are necessary for the

construction of the Eastern Segment, including any right of way or easements needed for Roadway Appurtenances. The DEVELOPER shall coordinate the design and permitting of the Eastern Segment with the owners/developers of the Wyndfields MPUD to ensure that S.R. 56 from Meadow Pointe Boulevard to Wyndfields Boulevard is designed and permitted as a unified roadway segment, and in accordance with the previously approved PD&E, modified as necessary to accommodate the initial 4-lane construction, and other FDOT requirements.

3. Default: If the DEVELOPER and/or WCL LANDOWNERS fail to meet any of the time frames set forth in the S.R. 56 Roadway Agreement or herein, unless extended pursuant to Section J.22. of this Restated D.A. (2014), the COUNTY may declare a default of this Restated D.A. (2014) entitling the COUNTY to enforce the terms of the S.R. 56 Roadway Agreement and this Restated D.A. (2014). Upon said default, or any other DEVELOPER and/or WCL Landowners default under this Restated D.A. (2014) or the D.O., the COUNTY may require that development activities and the issuance of Phase 1 permits, certificates of occupancy, plats or other development approvals shall cease until the default has been cured to the satisfaction of the COUNTY.

In addition, the DEVELOPER and WCL LANDOWNERS acknowledge that the COUNTY has the right to allow third parties to construct the Eastern Segment and to utilize the plans and permits therefore, in which event, the DEVELOPER and WCL LANDOWNERS will be deemed to have assigned the plans and any related permits to the COUNTY or its designee, and the COUNTY shall have the right to utilize and make available to a third party all such permits and plans for the purpose of enabling such third party to complete such improvements. In addition, at the COUNTY'S request, the DEVELOPER and/or WCL LANDOWNERS shall immediately assign to the COUNTY or its designee all plans and permits relating to the Eastern Segment. The DEVELOPER and WCL LANDOWNERS further agree that it has no vested right in any development approval, plat or permit issued after an uncured event of default of this Restated D.A. (2014), and acknowledge and agree that the COUNTY has the right to revoke any development approval, plat or permit issued after an uncured event of default of this Restated D.A. (2014).

E. S.R. 56 PROJECT DESIGN AND PERMITTING PHASE

1. Design Requirements: All design and permitting shall be in accordance with the previously

approved PD&E modified as necessary to accommodate the initial 4-lane construction, and the standards promulgated by FDOT in accordance with Section 336.045, Florida Statutes. All wetland and flood plain impacts and compensation shall be included in the design and indicated on the plans.

a. Roadway Drainage Facilities: Roadway drainage facilities, either onsite or offsite, if not commingled or combined with drainage facilities of the Project, shall be owned, operated and maintained by the FDOT or COUNTY subsequent to the expiration of the applicable maintenance guarantee period. If roadway drainage facilities are commingled/combined with drainage facilities of the Project, all the drainage facilities shall be permitted, owned, operated and maintained by DEVELOPER or the DISTRICT; appropriate easements shall be provided to the FDOT or COUNTY for the drainage facilities associated with the S.R. 56 Extension and the Eastern Segment so the FDOT or COUNTY has the ability to maintain the facilities in the event DEVELOPER or the DISTRICT defaults on its obligation to maintain the facilities.

b. Wetland and Flood Plain Mitigation: In the event that the permitted wetland and/or flood plain mitigation area(s) for the impacts associated strictly with the S.R. 56 Extension and the Eastern Segment are permitted and constructed separately and distinctly from those associated with other Project impacts, the FDOT or COUNTY will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted wetland and flood plain mitigation areas related to the S.R. 56 Extension and the Eastern Segment are commingled/combined with drainage facilities of the Project or any adjacent facilities or developments, all the wetland and flood plain mitigation areas shall be permitted, owned, operated and maintained by DEVELOPER; appropriate easements shall be provided to the FDOT or COUNTY for the wetland and flood plain mitigation areas associated with the S.R. 56 Extension and the Eastern Segment so the FDOT or COUNTY has the ability to maintain the facilities in the event DEVELOPER defaults on its obligation to maintain the facilities.

2. COUNTY/FDOT Review and Approval of Design: The DEVELOPER shall complete thirty (30), sixty (60), ninety (90), and 100 percent design plans for the S.R. 56 Extension and the Eastern Segment and shall be required to submit the design plans to FDOT for review and approval based on the previously approved

PD&E, modified as necessary to accommodate the initial 4-lane construction, and to the COUNTY for review and approval for consistency with the terms and conditions of this Restated (2014) which approval shall not be unreasonably withheld by the COUNTY. All plans, once submitted to the FDOT and COUNTY, shall become the property of the FDOT and COUNTY.

3. Permitting Requirements: The DEVELOPER shall obtain any and all required permits from the COUNTY and any and all applicable local, State, and Federal regulatory agencies for the S.R. 56 Extension and the Eastern Segment.

4. County Cooperation: The COUNTY shall upon DEVELOPER'S request cooperate with the DEVELOPER in processing permit applications, and the DEVELOPER agrees to use their best efforts to expeditiously secure all permits that are necessary for the design and construction of the S.R. 56 Extension and the Eastern Segment.

5. County and FDOT Review: The DEVELOPER agrees and recognizes that the COUNTY and FDOT shall not be held liable or responsible for any claims which may result from any actions or omissions of the DEVELOPER in which the COUNTY or FDOT participated, either through review or concurrence of the DEVELOPER'S actions. In reviewing, approving, or rejecting any submissions or acts of the DEVELOPER, the COUNTY and FDOT in no way assume or share any of the responsibility or liability of the DEVELOPER or its consultants, contractors, or registered professionals (architects and/or engineers) under this Restated D.A. (2014). All work covered under this Restated D.A. (2014) shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The COUNTY and FDOT will review the DEVELOPER'S submittals, although detailed checking will not necessarily be done. The DEVELOPER remains solely responsible for the work and is not relieved of that responsibility by review comments.

6. Right-of-Way: Prior to the COUNTY'S acceptance of any DEVELOPER or WCL LANDOWNERS owned right-of-way, and as a condition precedent for final acceptance, the DEVELOPER shall cause such right-of-way, including right-of-way for Roadway Appurtenances within the Project, as appropriate, to be conveyed to the COUNTY in fee simple, free of financial encumbrances or other encumbrances which restrict its use for road or Roadway Appurtenance purposes.

F. SATISFACTION OF DEVELOPER'S TRAFFIC MITIGATION OBLIGATION

Compliance by the DISTRICT and the DEVELOPER with their obligations under the S.R. 56 Roadway Agreement and this Restated D.A. (2014) shall fully mitigate the transportation capacity impacts for Phase 1 of the Project through the Phase 1 DRI build out date in accordance with Section 380.06, Florida Statutes, and Rule 9J-2.045, F.A.C. Nothing in this Restated D.A. (2014) shall be considered a waiver or fulfillment of DEVELOPER'S obligations to mitigate the transportation impacts of Phases II, III and IV of the Project in accordance with the D.O.

G. IMPACT FEES AND IMPACT FEE CREDITS

1. Mobility Fees: The DEVELOPER shall pay mobility fees and be entitled to mobility fee credits or reimbursements in accordance with the County's Land Development Code as amended, the S.R. 56 Roadway Agreement and this Restated D.A. (2014).

2. Project Improvements: Design, permitting, right of way dedication and construction costs for on-site Project access improvements to serve the Project (including, but not limited to, acceleration, deceleration, storage lanes, turn lanes, traffic signage and striping, and signalization, if warranted pursuant to the Manual on Uniform Traffic Control Devices and approved by the regulating agencies, improvements at the S.R. 56/Meadow Pointe Boulevard intersection, and other improvements to accommodate Project traffic at intersections of collector and/or arterial roads within the Project), shall be included in the design, permitting, right of way dedication and construction of S.R. 56, and are the responsibility of the DEVELOPER and are not eligible for mobility fee credits or reimbursements, except as provided in the S.R. 56 Roadway Agreement.

3. Roadway Drainage Facilities: If S.R. 56 Extension and the Eastern Segment related roadway drainage facilities are commingled with Project-related drainage facilities, the portions of the design, permitting and construction costs for Project-related drainage facilities are not eligible for mobility credits.

4. Wetland and Floodplain Mitigation: If S.R. 56 Extension and the Eastern Segment related wetland and floodplain mitigation areas are commingled with Project-related wetland and floodplain mitigation areas, the portions of the design, permitting, and construction costs for Project-related mitigation are not eligible for mobility fee credits.

5. Mobility Fee Credits.

a. The process for DEVELOPER to receive mobility fee credits against the roadway/interstate (SIS) and bicycle/pedestrian shares of the mobility fees ("MF Credits") for the creditable portion of the actual, reasonable amounts spent or contributed for the Eastern Segment is set forth in this section. Creditable expenditures or land donations shall include actual, reasonable amounts spent by the DEVELOPER for design and permitting costs in excess of two (2) lanes and dedications of land for road right-of-way and related drainage and mitigation areas in excess of the land needed for four (4) lanes ("Creditable Expenditures"). Land donations shall be valued in accordance with COUNTY regulations.

b. The DEVELOPER shall be eligible to apply for and receive MF Credits upon completion of the following:

- i. 100% complete design and permitting of four (4) lanes approved by the FDOT.
- ii. Conveyance of all related right-of-way, drainage, mitigation and easements.

c. The DEVELOPER shall be assigned MF Credits in an account (Wesley Chapel Lakes/Meadow Pointe IV) based on Creditable Expenditures. Requests for credits may be submitted to the COUNTY at a frequency no greater than monthly and such requests shall be in accordance with the guidance outlined in the County's Developer Pipeline Project Provisions document, unless otherwise provided for herein. After the DEVELOPER is eligible to apply for MF Credits, COUNTY shall establish a credit in the Wesley Chapel Lakes/Meadow Pointe IV Credit Account for all undisputed Creditable Expenditures within sixty (60) days of DEVELOPER's submittal to COUNTY of all supporting evidence thereof. Any disputed amounts not approved by the COUNTY prior to the end of the sixty (60) day period, will be carried over to the next submittal for credit or denial. Should any amount be denied for credit, the DEVELOPER may appeal such decision in a manner consistent with the adopted mobility fee regulations. The COUNTY agrees to place the design, permitting, and right-of-way credits for the Eastern Segment in the CIP as a developer project and to keep such credits in the CIP to the extent necessary to allow for the monetization of the MF Credits provided for herein.

6. Transfer of Credits: Impact fee credits pursuant to the S.R. 56 Roadway Agreement, this Restated D.A. (2014) and the D.O. can only be transferred outside the Project upon buildout of the Project in accordance with the D.O. except as provided in the mobility fee regulations. Transfers of credits within the

Project shall be in accordance with the S.R. 56 Roadway Agreement and the Land Development Code.

7. Funding: Funding for the improvements required by this Restated D.A. (2014) shall be provided as required under the S.R. 56 Roadway Agreement, except for the Eastern Segment, which shall be funded as set forth herein.

a. Pursuant to Section 5 of the S.R. 56 Roadway Agreement, the COUNTY agreed to assign Transportation Impact Fee (TIF) Credits to the District for creditable expenses related to the S.R. 56 Extension that exceeded the WCL TIF paid to the COUNTY as of the date of the S.R. 56 Roadway Agreement. The District assigned those TIF Credits to WCL LANDOWNERS who contributed to the costs of the S.R. 56 Extension for the benefit of their land. The WCL LANDOWNERS will fund the costs of the Eastern Segment to the extent they are able to monetize their TIF Credits or their equivalent in mobility fee credits by selling them to builders, homebuyers or others. The DEVELOPER and WCL LANDOWNERS have deposited and shall deposit into the Escrow Account as defined below an amount equal to the TIF or roadway/interstate (SIS) and bicycle/pedestrian share of the mobility fee due for each residential or nonresidential lot that is sold ("**DEVELOPER's Escrow Amount**") and shall issue the lot buyer TIF/Mobility Credit Letters for the same amount until, all DEVELOPER and WCL LANDOWNERS credits have been sold and the proceeds deposited into the Escrow Account. If such fees are inadvertently paid directly to the COUNTY (in lieu of being satisfied through credit letters from the DEVELOPER and WCL LANDOWNERS), the COUNTY shall pay the DEVELOPER's Escrow Amount into the Escrow Account from such fees and reduce the WCL Credit Account by an equal amount. The DEVELOPER and WCL LANDOWNERS are not entitled to any credits against the transit and administration portions of the mobility fee, and shall not include any assignment of credits against such portions in their TIF/Mobility Credit Letters.

b. The parties agree that the proceeds of the monetized Impact Fee or Mobility Fee Credits as described in Subsection 7.a. above will be deposited with and held in escrow by U.S. Bank National Association as Trustee (Trustee) under a Construction Escrow Agreement among the Trustee, the District and the COUNTY ("**Escrow Account**"), which agreement names the Wyndfields developer as a third party beneficiary to the extent the Wyndfields developer constructs the Eastern Segment. A revised Construction Escrow Agreement consistent with this Restated DA (2014) shall be approved and executed no later than one

hundred and eighty (180) days from the approval of this Restated DA. (2014); provided however, this Restated DA (2014) shall be effective and control notwithstanding any delay in the approval and execution of the revised Construction Escrow Agreement.

c. The parties further agree that if the COUNTY or the developer of the Wyndfields project, or another third party approved by the COUNTY elects to construct the Eastern Segment (the "Constructing Entity"), the DEVELOPER and the WCL LANDOWNERS agree that the Constructing Entity shall have (i) access to the escrowed funds to pay for the costs to complete the Eastern Segment in accordance with the Construction Escrow Agreement for the Eastern Segment, and the Construction Escrow Agreement shall direct the Trustee to disburse the escrowed funds accordingly, and (ii) access to the credits held in the WCL Credit Account in accordance with Subsection 7.d. below. In addition, the DEVELOPER and the WCL LANDOWNERS shall cause the Construction Escrow Agreement to provide that, in the event of an uncured event of default under this Restated D.A. (2014), the Trustee under the Construction Escrow Agreement will release to the COUNTY immediately upon the COUNTY's demand therefore, the escrowed funds for use by the Constructing Entity in constructing the Eastern Segment. The Escrow Agreement shall include a requirement for the Trustee to issue monthly Escrow Statements that will include individual deposit amounts and the corresponding addresses/permit numbers for each deposit. The Escrow Agreement shall also include a requirement that the Trustee provide the COUNTY with all expenditure details (vendor(s), invoice number(s), check number(s), posting date(s), requisition number(s), and payment amount(s)) once construction for the Eastern Segment begins.

d. In implementation of this Section 7, DEVELOPER and the WCL LANDOWNERS hereby assign the WCL Credits to the COUNTY for the benefit of the Constructing Entity; provided, however, that until the COUNTY provides written notice to the DEVELOPER and the WCL LANDOWNERS that the Constructing Entity has elected to construct the Eastern Segment, or portions thereof, the DEVELOPER and/or WCL LANDOWNERS may continue to sell the WCL Credits and deposit the proceeds of such sales into the Escrow Account. From and after the COUNTY'S delivery of such written notice, the COUNTY may re-assign the remaining WCL Credits and allow third parties to sell the WCL Credits, provided the proceeds are used for the Eastern Segment, and provided that the COUNTY continues to honor WCL Credits sold by the

DEVELOPER and WCL LANDOWNERS prior to the delivery of the written notice.

H. INDEMNIFICATION AND INSURANCE

1. Indemnification: For and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the DEVELOPER shall defend, hold harmless, and indemnify the COUNTY and FDOT and all of their agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY or FDOT may sustain, suffer, or incur, or be required to pay by reason of DEVELOPER'S fraud, defalcation, or dishonesty; or arising out of any negligent act, action, or omission by the DEVELOPER or the DISTRICT, respectively, during the performance of this Restated D.A. (2014), any work under this Restated D.A. (2014), or any part thereof, whether direct or indirect; or by reason or result of injury caused by the DEVELOPER'S or the DISTRICT'S negligent maintenance of the property over which the DEVELOPER or the DISTRICT, respectively, has control; or by reason of a judgment over and above the limits provided by the insurance required under this Restated D.A. (2014); except that neither the DEVELOPER nor the DISTRICT will be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the negligence of the entity responsible for constructing the Eastern Segment and its agents and employees, or the COUNTY or FDOT or any of their agents or employees, unless such COUNTY or FDOT negligence arises from the COUNTY or FDOT review referenced in paragraph E.3. of this Restated D.A. (2014). Each party's obligation to indemnify, defend, and pay for the defense, or at the COUNTY'S or FDOT'S option participate and associate with the COUNTY or FDOT in the defense and trial of any damage claim or suit and any related settlement negotiations shall arise within seven (7) days of receipt by said party of the COUNTY'S or FDOT'S written notice of claim for indemnification to the said party. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in Section J.5. The party's obligation to defend and indemnify within seven (7) days of receipt of such written notice shall not be excused because of a party's inability to evaluate liability or because the a party evaluates liability and determines said party is not liable or determines the COUNTY or FDOT is solely negligent. Only a final adjudication judgment finding the COUNTY solely negligent shall excuse performance of this provision by the DEVELOPER and the DISTRICT. If a judgment finding the COUNTY or FDOT solely

negligent is appealed and the finding of sole negligence is reversed, the DEVELOPER or the DISTRICT as applicable shall be obligated to indemnify the COUNTY or FDOT for the cost of the appeal(s). The DEVELOPER or the DISTRICT as applicable shall pay all costs and fees related to this obligation and its enforcement by the COUNTY or FDOT.

I. GENERAL PROVISIONS

1. Independent Capacity: The DEVELOPER, the DISTRICT and any consultants, contractors, or agents are, and shall be, in the performance of all work, services, and activities under this Restated D.A. (2014), independent contractors, and not employees, agents, or servants of the COUNTY or joint venturers with the COUNTY. Neither the DEVELOPER nor the DISTRICT has the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Restated D.A. (2014). The COUNTY shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to the DEVELOPER or the DISTRICT in connection with this Restated D.A. (2014), or for debts or claims accruing to such parties against the DEVELOPER or the DISTRICT. There is no contractual relationship expressed or implied, between the COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to the DEVELOPER or the DISTRICT as a result of actions pursuant to this Restated D.A. (2014).

2. Termination: The COUNTY may terminate this Restated D.A. (2014) upon the DEVELOPER'S failure to comply with the terms and conditions of this Restated D.A. (2014). The COUNTY shall provide the DEVELOPER, the DISTRICT and WCL with a written Notice of Termination, stating the COUNTY'S intent to terminate and describing those terms and conditions with which the DEVELOPER or the DISTRICT has failed to comply. If the DEVELOPER or the DISTRICT has not remedied the failure or initiated good faith efforts to remedy the failure within thirty (30) days after receiving the Notice of Termination, or thereafter is not proceeding with due diligence to remedy the failure, the COUNTY may terminate this Restated D.A. (2014) without further notice and the DEVELOPER shall not be entitled to further permits or approvals for the Project beyond those allowed pursuant to the MPUD Approval, as the same may be amended from time to time, until the COUNTY has determined that the DEVELOPER is proceeding in compliance with this Restated D.A. (2014). This paragraph is not intended to replace any other legal or equitable remedies available to COUNTY under Florida

law or under this Restated D.A. (2014), but it is in addition thereto.

3. Contracts: All contracts entered into by the DEVELOPER or the DISTRICT pursuant to the Restated D.A. (2014) shall be made in accordance with all applicable laws, rules, and regulations; shall be specified by written contract or Restated D.A. (2014); and shall be subject to each paragraph set forth in this Restated D.A. (2014). The DEVELOPER and the DISTRICT shall monitor all contracts on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to COUNTY and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

a. The DEVELOPER and the DISTRICT shall cause all of the relevant provisions of this Restated D.A. (2011) in its entirety to be included and made a part of any contract for the S.R. 56 Extension and the Eastern Segment.

b. The DEVELOPER and the DISTRICT agree to include in all construction contracts a retainage clause providing that upon completion of all work the retainage will be reimbursed.

4. Notice: Whenever any party gives notice to any other party concerning any of the provisions of this Restated D.A. (2011), including notice of termination, such notice shall be given by certified mail, return receipt requested. Said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows:

WCL Wesley Chapel Lakes, Ltd.  
 Attention: Jared Brown  
 635 Court Street, Suite 120  
 Clearwater, FL 33756-5512

PHDC Pasco Heights Development Corporation  
 Attention: Lee E. Arnold, Jr.  
 311 Park Place Boulevard, Suite 600  
 Clearwater, FL 33759

CBA Clearwater Bay Associates, Inc.  
 Attention: Lee E. Arnold, Jr.  
 311 Park Place Boulevard, Suite 600  
 Clearwater, FL 33759

SPE Maxcy Development Group Holdings - Meadow Pointe IV, Inc.  
 Attention: Harry Lerner

5020 W. Linebaugh Avenue, Suite 250  
Tampa, FL 33624

With a copy to:

Keith W. Bricklemyer, Esq.  
Bricklemyer Law Group, P.L.  
400 North Ashley Drive, Suite 1100  
Tampa, FL 33602

DISTRICT Meadow Pointe IV Community Development District  
Attention: Mark Straley, Esq.  
Straley & Robin  
1510 W. Cleveland Street  
Tampa, FL 33606

COUNTY PASCO COUNTY  
c/o Don Rosenthal, MBA, Assistant County Administrator (Development Services)  
West Pasco Government Center  
8731 Citizens Drive, Suite 340  
New Port Richey, FL 34654

Florida Department of Transportation  
Planning Manager, District Seven  
11201 N. McKinley Drive  
Tampa, Florida 33612

These addresses may be changed by giving notice as provided for in this paragraph.

5. Entire Agreement: This Restated D.A. (2014) and the S.R. 56 Roadway Agreement embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein, and this Restated D.A. (2014) supersedes all prior and contemporaneous agreements, understandings, representations, communications, and statements, either oral or written, provided, however, that nothing shall relieve the DEVELOPER of any development approval or D.O. requirements or conditions previously imposed or authorized to be imposed under the COUNTY'S Land Development Code for future permits required by the DEVELOPER except as stated herein. The COUNTY agrees that this Restated DA (2014) will be substituted as Exhibit I to the D.O. and that, in the event of any conflict between the D.O. and the Restated DA (2014), the Restated DA (2014) shall govern.

6. Modification: Neither this Restated D.A. (2014), nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except as authorized by law pursuant to an instrument in

writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

7. Waiver: The failure of any party to this Restated D.A. (2014) to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Restated D.A. (2014) shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct.

8. Contact Execution: This Restated D.A. (2014) may be executed in several counterparts, each constituting a duplicate original, but all such counterparts shall constitute one (1) and the same agreement.

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

10. Headings: All article and descriptive headings of paragraphs in this Restated D.A. (2014) are inserted for convenience only and shall not affect the construction or interpretation hereof.

11. Severability: In case any one (1) or more of the provisions contained in this Restated D.A. (2014) is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Restated D.A. (2014) shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Restated D.A. (2014) or the failure of consideration.

12. Construction: The parties hereby agree that each has played an equal part in the negotiation and drafting of this Restated D.A. (2014), and in the event any ambiguity should be realized in the construction or interpretation of this Restated D.A. (2014), the result of such ambiguity shall be equally assumed and realized by each of the parties to this Restated D.A. (2014).

13. Cancellation: This Restated D.A. (2014) may be canceled by mutual consent of the parties to the agreement.

14. Third Party Beneficiaries: Except where this Restated D.A. (2014) specifically benefits FDOT, nothing in this Restated D.A. (2014) shall be construed to benefit any person or entity not a party to this Restated D.A. (2014).

15. Strict Compliance with Laws: The DEVELOPER and the DISTRICT agree that acts to be

performed by them in connection with this Restated D.A. (2014) shall be performed in strict conformity with all applicable Federal, State, and local laws, rules, regulations, standards, and guidelines.

16. Nondiscrimination: The DEVELOPER and the DISTRICT will not discriminate against any employee employed in the performance of this Restated D.A. (2014) or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The DEVELOPER and the DISTRICT shall insert a similar provision in all contracts for the S.R. 56 Extension and the Eastern Segment.

17. Signatories Authority: By the execution hereof, the parties covenant that the provisions of this Restated D.A. (2014) have been duly approved and signatories hereto are duly authorized to execute this Restated D.A. (2014).

18. Controlling Law: This Restated D.A. (2014) shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this Restated D.A. (2014) shall be in Pasco County, Florida.

19. Successors and Assigns: The terms of this Restated D.A. (2014) shall run with the land and be binding upon the DEVELOPER, the DISTRICT and their respective successors and assigns. Any party may assign this Restated D.A. (2014) and any or all of its rights and obligations hereunder with the consent of the other parties to this Restated D.A. (2014), which consent should not be unreasonably withheld or delayed, to any person, firm, corporation or other entity, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of assignor hereto, and shall, for all purposes hereof, be substituted for such participant. Until such time as an assignment is consented to by the COUNTY, each of the parties to this Restated D.A. (2014) referred to collectively as DEVELOPER shall be jointly and severally liable for the performance of the DEVELOPER'S obligations set forth in this Restated D.A. (2014). The COUNTY, at its option, may assume any of the rights and obligations of FDOT set forth in this Restated D.A. (2014).

20. Force Majeure: In the event that the performance by the DEVELOPER or the DISTRICT of the commitments set forth in this Restated D.A. (2014) shall be interrupted or delayed by war, riot, civil commotion or natural disaster, then the DEVELOPER or the DISTRICT shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, as reasonably

**Table of Exhibits**

Exhibit A - Legal Description

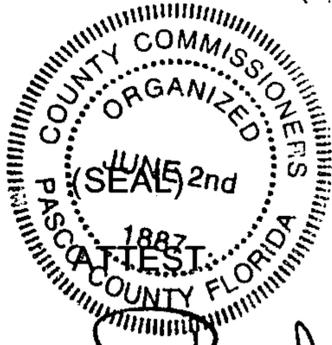
Exhibit B - Table 1 - Roadway and Intersection Improvements

determined by the COUNTY. Further, in the event that performance by the DEVELOPER or the DISTRICT of the commitments set forth in this Restated D.A. (2014) shall be interrupted or delayed in connection with acquisition of necessary governmental approvals for the construction of the Eastern Segment and which interruption or delay is caused through no fault of the DEVELOPER or the DISTRICT, then the DEVELOPER or the DISTRICT shall submit documentation regarding such event(s) to Pasco County for review and concurrence. If such documentation shows that such event(s) have taken place, then the DEVELOPER or the DISTRICT shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, provided, however, in no event shall any such extension exceed three (3) months. Any requested extensions beyond such three (3) month period may only be accomplished by an amendment to this Restated D.A. (2014). Force majeure events for the S.R. 56 Extension shall be governed by the force majeure provision of the S.R. 56 Roadway Agreement.

21. Interpretation: This Restated D.A. (2014) has been reviewed and revised by legal counsel for the COUNTY, the DISTRICT and the DEVELOPER, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Restated D.A. (2014).

22. Further Actions: The DEVELOPER and the COUNTY agree that if the provisions of this Restated D.A. (2014) necessitate conforming amendments to the S.R. 56 Roadway Agreement or the D.O., the parties agree to expedite the processing of said amendments.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Restated D.A. (2014) on the dates set forth below.



BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

BY: Paula S. Oneal  
CLERK

BY: Jack Yarnall  
APPROVED CHAIRMAN  
IN SESSION

DATE: MAY 6 2014

PASCO COUNTY  
BCC

WITNESSES:

[Signature]  
[Signature]

WESLEY CHAPEL LAKES, LTD.

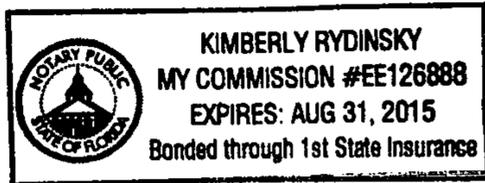
BY: [Signature]  
PRESIDENT OF WESLEY CHAPEL LAKES, INC.,  
TITLE: GENERAL PARTNER FOR WESLEY CHAPEL LAKES, LTD.

DATE: 5/14/2014

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this MAY 14, 2014 (date), by JARED D. BROWN PRESIDENT (name of officer or agent, title of officer or agent acknowledging) of WESLEY CHAPEL LAKES, LTD. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

Seal:



[Signature]  
NOTARY

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

CLEARWATER BAY ASSOCIATES, INC.

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ (date), by \_\_\_\_\_ (name of officer or agent, title of officer or agent acknowledging) of CLEARWATER BAY ASSOCIATES, INC. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

Seal:

\_\_\_\_\_  
NOTARY

WITNESSES:

PASCO HEIGHTS DEVELOPMENT CORPORATION

WITNESSES:

WESLEY CHAPEL LAKES, LTD.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ (date), by \_\_\_\_\_ (name of officer or agent, title of officer or agent acknowledging) of WESLEY CHAPEL LAKES, LTD. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

Seal:

\_\_\_\_\_  
NOTARY

WITNESSES:

CLEARWATER BAY ASSOCIATES, INC.

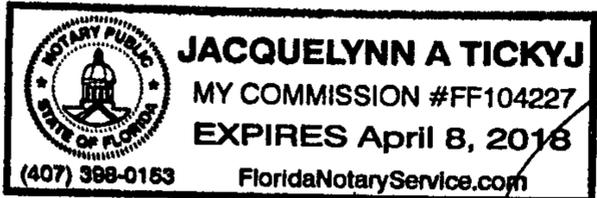
Alan Rogers  
John

BY: [Signature]  
TITLE: PRESIDENT  
DATE: 5-16-2014

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 16th of May (date) 2014 by Lee E. Arnold Jr. (name of officer or agent, title of officer or agent acknowledging) of CLEARWATER BAY ASSOCIATES, INC. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

Seal:



[Signature]  
NOTARY

WITNESSES:

PASCO HEIGHTS DEVELOPMENT CORPORATION

Alon Zogon

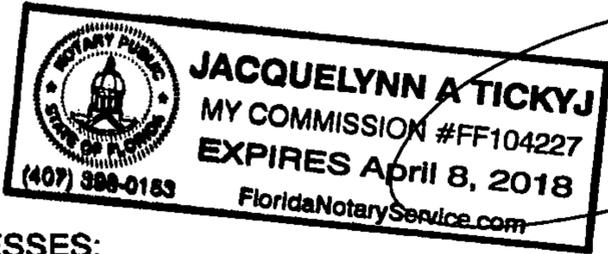
[Signature]

BY: [Signature]  
TITLE: PRESIDENT  
DATE: 5-16-2014

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 16<sup>th</sup> of May (date) 2014 by Lee E. Arnold Jr. (name of officer or agent, title of officer or agent acknowledging) of PASCO HEIGHTS DEVELOPMENT CORPORATION. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

Seal:



[Signature]  
NOTARY

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ (date), by \_\_\_\_\_ (name of officer or agent, title of officer or agent acknowledging) of MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

Seal:

\_\_\_\_\_  
NOTARY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ (date), by \_\_\_\_\_ (name of officer or agent, title of officer or agent acknowledging) of PASCO HEIGHTS DEVELOPMENT CORPORATION. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

Seal: \_\_\_\_\_  
NOTARY

WITNESSES:

MEADOW POINTE IV COMMUNITY  
DEVELOPMENT DISTRICT

*[Handwritten Signature]*  
*[Handwritten Signature]*

BY: *[Handwritten Signature]*  
TITLE: Chair  
DATE: 6/10/14

STATE OF Florida  
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this June 10, 2014 (date), by Arlene Andrews, Chair (name of officer or agent, title of officer or agent acknowledging) of MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

Seal:



*[Handwritten Signature]*  
NOTARY

WITNESSES:

[Signature]

[Signature]

MAXCY DEVELOPMENT GROUP HOLDINGS - MEADOW  
POINTE IV, INC.

BY: Harry Lerner

TITLE: President

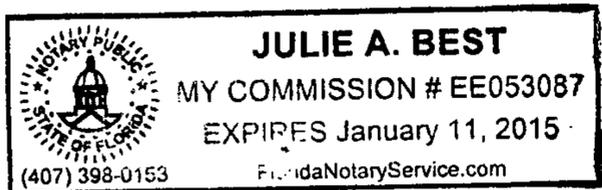
DATE: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this May 19, 2014 (date),  
by Harry Lerner (name of officer or agent, title of officer or  
agent acknowledging) of MAXCY DEVELOPMENT GROUP HOLDINGS - MEADOW POINTE IV, INC. He/she  
is personally known to me or who has produced (type of identification) as identification.

Seal:

[Signature]  
NOTARY Julie A. Best



**EXHIBIT A - Legal Description**

A portion of Section 10; a portion of Section 15; a portion of Section 22; the West 780.00 feet of Section 26; Section 27 less the North 815.00 feet of the West 270.00 feet thereof; the West 780.00 feet of Section 35; that portion of Section 34 lying North of the Northerly right-of-way line of Strickland Road and a portion of the Southeast 1/4 of Section 33, all lying in Township 26 South, Range 20 East, Pasco County, Florida being further described as follows:

Commence at the Northeast corner of said Section 27, also being the Northwest corner of said Section 26 for a point of beginning; thence run north 89°55'06" west, 1833.08 feet Along the North boundary line of said Section 27, also being the South boundary line of Fox Ridge-Plat one as shown on Plat recorded in Plat Book 15, Pages 118 through 128 inclusive and the South boundary line of Fox Ridge-Phase two unit two as shown on Plat recorded in Plat Book 19, Pages 36 through 41 inclusive of the public records of Pasco County, Florida; thence North 00°00'22" East, 917.55 feet along the Westerly boundary line of said Fox Ridge Phase Two, Unit Two; thence South 89°59'38" East, 261.58 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 148.67 feet along said Westerly boundary line; hence North 00°00'22" East, 581.00 feet along said Westerly boundary line; thence South 89°59'38" East, 148.67 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 581.00 feet along said Westerly boundary line; thence South 89°59'38" East, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 290.50 feet along said Westerly boundary line; thence North 89°59'38" West, 150.00 feet along said Westerly boundary line; thence North 00°00'22" East, 450.00 feet along said Westerly boundary line; thence North 02°34'00" East, 163.79 feet along said Westerly boundary line; thence North 07°03'20" West, 139.09 feet along said Westerly boundary line; thence North 19°22'38" West, 118.30 feet along said Westerly boundary line; thence 41.32 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 62.50 feet, a chord of 40.57 feet bearing North 38°30'17.9" East; thence 22.28 feet along the arc of a curve concaved to the right along said Westerly boundary line, having a radius of 25.00 feet, a chord of 21.55 feet bearing North 45°05'42.5" East, thence North 70°37'22" East, 221.95 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 221.95 feet along said Westerly boundary line; thence 22.28 feet along the arc of a curve concave to the right along said Westerly boundary line, having a radius of 25.00 feet, a chord of 21.55 feet bearing North 83°50'58.8" West; thence 30.41 feet along the arc of a curve concaved to the left, along said Westerly boundary line, having a radius of 62.50 feet, a chord of 30.11 feet bearing North 72°15'37.1" West; thence North 19°22'38" West, 446.82 feet along said Westerly boundary line; thence North 70°37'22" East, 265.40 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 125.56 feet along said Westerly boundary line; thence North 19°22'38" West, 333.79 feet along

said Westerly boundary line; thence North 71°20'47" East, 265.19 feet along said Westerly boundary line; thence North 19°22'38" West, 382.90 feet along said Westerly boundary line; thence 156.92 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 920.00 feet, a chord of 156.73 feet bearing north 75°30'33.1" East; thence North 70°37'22" East, 157.12 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 138.34 feet along said Westerly boundary line; thence North 00°20'59" East, 238.36 feet along said Westerly boundary line; thence South 77°04'41" West, 1159.01 feet along the Southerly boundary line of Fox Ridge Phase Two Unit Four as shown on Plat recorded in Plat Book 19, Pages 113, 114, and 115 of the Public Records of Pasco County, Florida; thence South 19°22'38" East, 159.35 feet along aforesaid Southerly boundary line; thence North 89°39'01" West, 190.00 feet along aforesaid Southerly boundary line; thence South 07°52'46" East, 264.78 feet along aforesaid Southerly boundary line; thence South 70°37'22" West, 155.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right, along aforesaid Southerly boundary line; having a radius of 25.00 feet, a chord of 35.36 feet bearing North 64°22'38.1" West; thence South 70°37'22" West, 60.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right along aforesaid southerly boundary line, having a radius of 25.00 feet, a chord of 35.36 feet bearing South 25°37'22" West; thence South 70°37'22" West, 173.30 feet along aforesaid Southerly boundary line; thence 141.39 feet along the arc of curve concaved to the right along aforesaid Southerly boundary line, having a radius of 417.94 feet, a chord of 140.72 feet bearing South 80°18'52" West; thence North 00°00'22" East, 978.93 feet along the West boundary line of said Fox Ridge Phase Two Unit Four; thence North 00°20'59" East, 3962.43 feet along aforesaid West boundary line and its North extension, also being the West boundary line of Fox Ridge Phase Two Unit Three and its North and South extension as shown on Plat recorded in Plat Book 19, Pages 42 through 45 inclusive of the public records of Pasco County, Florida; thence North 89°32'44" East, 1280.00 feet; thence North 00°23'46" East, 504.21 feet along the West boundary line of Fox Ridge Phase Two Unit one as shown on Plat recorded in Plat Book 18, pages 61 through 64 inclusive of the public records of Pasco County, Florida; thence South 89°29'04" West, 497.71 feet; thence North 00°23'46" East, 1433.31 feet to a point on the Southerly right-of-way line of County Road No. 54 as now established; thence North 64°23'47" West, 1331.53 feet along said southerly right-of-way line; thence South 00°03'51" West, 1200.29 feet; thence South 00°26'12" West, 1321.74 feet along the approximate maintained centerline of Smith Road and its South extension is now established; thence South 89°31'38" West, 167.88 feet; thence South 57°42'55" West, 337.80 feet; thence South 62°34'40" West, 929.92 feet; thence South 19°39'09" West, 177.19 feet to a point on the West boundary line of said Section 15; thence South 00°23'19" West, 3192.61 feet along the West boundary line of said Section 15 to the Southwest corner of said Section 15, also being the Northwest corner of said Section 22; thence South 00°03'23" West, 3678.07 feet along the West boundary line of said Section 22; thence South 89°55'06" East, 270.00 feet; thence South 00°03'23" West, 1600.00 feet parallel to the West boundary line of said Section 22; thence South 00°15'55" West, 815.00 feet parallel to the West boundary line of said Section 27; thence North 89°55'06" west, 270,00 feet to a point on the West boundary line of said Section 27; thence South 00°15'55" West, 4472.16 feet along the West boundary line of said Section 27 to the Southwest corner of said Section 27, also being the Northwest corner of Section 34; thence

South 00°10'16.5" West, 3969.28 feet along the West boundary line of said Section 34 also the East boundary line of said Section 33; thence North 89°53'20" West, 1340.04 feet; thence South 00°10'00" West, 1264.47 feet to a point on the Northerly right-of-way line of Strickland Road as now established; thence North 73°44'23" East, 185.90 feet along said Northerly right-of-way line; thence North 84°27'34" East, 68.25 feet along said Northerly right-of-way line; thence South 74°53'42" East, 466.42 feet along said Northerly right-of-way line; thence North 89°58'16" East, 502.09 feet along said Northerly right-of-way line, also being the South boundary line of said Section 33; thence North 63°12'07" East, 1182.47 feet along said Northerly right-of-way line; thence North 87°58'49" East, 1413.82 feet along said Northerly right-of-way line; thence South 76°37'16" East, 2500.05 feet along said Northerly right-of-way line to a point on the South boundary line of the Southeast 1/4 of said Section 34; thence North 89°58'34" East, 579.61 feet along the South boundary line of the Southeast 1/4 of said Section 34 to the Southeast corner of said Section 34, also being the Southwest corner of said Section 35; thence North 89°54'26" East, 780.00 feet along the South boundary line of the Southwest 1/4 of said Section 35; thence North 00°09'14" East, 5285.57 feet parallel to the West boundary line of said Section 35 to a point on the North boundary line of said Section 35, also being a point on the South boundary line of said Section 26; thence North 00°15'13" East, 5281.395 feet parallel to the West boundary line of said Section 26 to a point on the North boundary line of said Section 26, also being the Southeast corner of said Fox Ridge-Plat One; thence North 89°58'09" West, 780.00 feet along the North boundary line of said Section 26, also being the South boundary line of said Fox Ridge-Plat One to the point of beginning. Subject to easements and rights-of-way of record.

PARCEL 1:

The NW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SW 1/4 of the SE 1/4 of the NE 1/4 of Section; and the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 16; all in Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 2:

The NE 1/4 of the SE 1/4 of the NE 1/4 of Section 16, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 3:

All that part of the SW 1/4 of the NW 1/4 lying North and West of graded road in Section 15, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 1:

A tract of land lying in Section 10, Township 26 South, Range 20 East, Pasco County, State of Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence continue along the previous course, a distance of 558.99 feet to a point intersecting the Southerly right-of-way line of S.R. No. 54 (100' R/W); thence run S. 64°23'47" E., along the aforementioned right-of-way, a distance of 550.0 feet to a point; leaving said right-of-way, run S. 0°23'46" W., a distance of 316.50 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to the Point of Beginning.

PARCEL 2:

A tract of land lying in Section 10 and Section 15, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence run N. 89°30'34" E., a distance of 497.71 feet to a point; thence run S. 0°23'46" W., a distance of 875.21 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to a point; thence run N. 0°23'46" E., a distance of 875.21 feet to the Point of Beginning.

Containing 2149.890 acres more or less.

**TOGETHER WITH:**

**IN TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA:**

**Section 33:** The SW ¼ of SE ¼ and the E ½ of SE ¼ of SE ¼, and the triangular SE ½ of SE ¼ of NE ¼ of SW ¼ and the triangular SW ½ of NW ¼ of SE ¼ and that part of the SE ¼ of SE ¼ lying South of the road.

**Section 34:** That part of the S ¼ lying South of the road.

Containing 118 acres, more or less.

***Exhibit B - Table 1 - Roadway and Intersection Improvements***

WESLEY CHAPEL LAKES PHASE 1  
ROADWAY PROPORTIONATE SHARE COSTS  
(REVISED 10/1/01)

EXHIBIT B  
TABLE 1

INTERSECTION	FROM	TO	Project Traffic		Total Traffic		REC'D LANE	NEW CAPACITY		OLD FORMULA		COST/TALE		OLD FORMULA FAIR SHARE COST			
			NB/EB % OF Capacity	SB/WB	NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB	LENGTH	NB/EB	SB/WB	TOTAL		
CR 581 @ COUNTY LINE RD.	175 Donna Mitchell	Donna Mitchell	7.45%	6.65%	5,188	3,827	BLF	6,930	6,930	2.53%	1.59%	\$53,136,320	\$53,136,320	0.30	\$403,762.06	\$253,754.20	\$657,516.26
	Highwoods	Highwoods	8.36%	7.39%	5,204	3,837	BLF	6,930	6,930	2.84%	1.77%	\$3,136,320	\$3,136,320	0.20	\$17,828.27	\$11,106.98	\$28,935.25
	Huntlers Green	Huntlers Green	12.68%	11.28%	5,980	2,522	BLF	6,930	6,930	4.31%	2.65%	\$78,136,320	\$78,136,320	0.40	\$673,797.35	\$413,520.18	\$1,087,317.50
	Cross Creek	Cross Creek	12.68%	11.28%	4,517	2,338	BLF	5,080	5,080	6.71%	2.92%	\$38,545,440	\$38,545,440	0.60	\$1,034,068.44	\$450,272.19	\$1,484,340.63
	Pebble Creek	Pebble Creek	16.21%	14.41%	3,102	1,736	BLD	3,180	2,410	8.38%	0.00%	\$2,840,823	\$2,840,823	1.30	\$142,858.42	\$0.00	\$142,858.42
	County Line Rd	County Line Rd	23.30%	11.83%	2,010	2,124	BLD	2,110	2,780	0.00%	0.00%	\$961,890	\$961,890	1.00	\$0.00	\$0.00	\$961,890
SR 54 @ 175 WEST RAMP	SR 54	SR 54	8.99%	10.60%	1,545	1,409	4LD	1,850	1,410	0.00%	0.00%	\$514,870	\$514,870	1.00	\$0.00	\$0.00	\$514,870
	SR 54	SR 54	8.90%	24.28%	1,434	685	4LD	1,850	1,410	0.00%	7.00%	\$514,870	\$514,870	3.10	\$0.00	\$111,674.70	\$111,674.70
SR 54 @ 175 EAST RAMP	SR 54	SR 54	6.74%	2.70%	1,903	1,995	BLD	2,110	2,780	0.00%	0.00%	\$1,134,168	\$1,134,168	2.00	\$0.00	\$0.00	\$0.00
	CR 577 Project	CR 577 Project	11.89%	6.00%	1,540	1,898	BLD	2,110	2,780	0.00%	0.00%	\$1,134,168	\$1,134,168	0.30	\$0.00	\$0.00	\$0.00
SR 54 @ 175 WEST RAMP	SR 54	SR 54	58.55%	62.22%	1,377	1,063	4LD	1,750	1,330	52.08%	47.00%	\$943,428	\$943,428	1.00	\$491,357.14	\$443,410.22	\$834,767.36
	Morris Bridge Rd. Coates Rd.	Morris Bridge Rd. Coates Rd.	28.83%	54.34%	922	1,322	4LD	1,330	1,750	24.14%	35.15%	\$943,428	\$943,428	2.20	\$728,863.87	\$1,081,114.85	\$1,789,978.82
SR 54 @ 175 WEST RAMP	SR 54	SR 54	6.75%	28.10%	656	635	4LD	1,750	1,330	0.00%	0.00%	\$943,428	\$943,428	2.20	\$0.00	\$0.00	\$0.00
	SR 54	SR 54	7.16%	3.68%	1,590	2,136	BLD	2,110	2,780	0.00%	0.00%	\$1,134,168	\$1,134,168	0.90	\$0.00	\$0.00	\$0.00
SR 54 @ 175 EAST RAMP	SR 54	SR 54	49.43%	48.60%	784	684	2LU	1,230	930	0.00%	0.00%	\$1,927,764	\$1,927,764	3.20	\$0.00	\$0.00	\$0.00
	SR 54	SR 54	49.43%	48.60%	784	684	2LU	1,230	930	0.00%	0.00%	\$1,927,764	\$1,927,764	3.20	\$0.00	\$0.00	\$0.00
TOTAL																	
TOTAL PROPORTIONATE SHARE																	
ROADWAYS																	
INTERSECTIONS																	
TOTAL																	

EXHIBIT B  
TABLE 1

OR BK 9048 PG 32

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