

PASCO COUNTY, FLORIDA
INTEROFFICE MEMORANDUM

TO: Honorable Chairman and
Members of the Board of County
Commissioners

DATE: 11/6/14 FILE: PDD15-7104

THRU: Don Rosenthal, M.B.A.
Assistant County Administrator
(Development Services)

SUBJECT: EPCO Ranch North
MPUD Master Planned Unit
Development -
BCC: 11/05/14, 1:30 p.m., DC
Recommendation: Approval
with Conditions
No Funding Required

FROM: Carol B. Clarke, AICP
Zoning Administrator/Assistant
Planning and Development
Administrator

STAFF: Corelynn Burns
Planner II

REFERENCES: Land Development Code,
Section 522, Master
Planned Unit Develop-
ment District; Section
407.5 Alternative
Standards; Comm. Dist. 1

It is recommended that the data presented herein be given formal consideration by the Board of County Commissioners (BCC).

DESCRIPTION AND CONDITIONS:

Proposed is a rezoning request for a change in zoning from an MPUD (Master Planned Unit Development) District to an MPUD to allow a total of 1,795 single-family detached, villas, townhomes, and multiple-family units on 1,051 acres, m.o.l.

Additionally, the applicant/developer sought approval from the Development Review Committee (DRC) for an alternative standard from Section 901.1, Transportation – Corridor Spacing, which as granted, relieved the applicant/developer of EPCO Ranch North MPUD from providing a major collector roadway that is spaced one mile from an existing or proposed arterial or collector road.

This proposed development was previously a portion of the Epperson Ranch DRI. The DRI is currently undergoing abandonment concurrently with the three separate MPUD rezonings.

EPCO Ranch North MPUD proposes 1,795 dwelling units on approximately 1,051 acres. The Epperson Ranch MPUD had approximately 1,811 units in this location. Additionally, EPCO Ranch North MPUD proposes a new villa product not previously used in the Epperson Ranch MPUD/DRI.

The property is located on the west side of Curley Road (CR 577) extending south from Tyndall Road to Elam Road with additional parcels reaching the proposed Overpass Road extension (Parcel ID Nos. 23-25-20-0000-01300-0000; 22-25-20-0000-00200-0000; 22-25-20-0000-01200-0000; 23-25-20-0000-01400-0000; 26-25-20-0000-00300-0000; 26-25-20-0000-00200-0000; 26-25-20-0000-00200-0010; 26-25-20-0000-00200-0020; 26-25-20-0000-00200-0030; 27-25-20-0000-00100-0000; 27-25-20-0000-00200-0000).

Commission District:	The Honorable Theodore J. Schrader
Project Name:	EPCO Ranch North MPUD
Applicant's Name:	EPCO Ranch, Inc.; Abbitt, James Main, Jr. and Alice Adeline; Epperson, George B. Trust; and Abbitt Alpha Family Trust
Zoning District:	MPUD
Future Land Use Classification:	RES-3 (3du/ga)
Flood Zone:	"X"
Water/Sewage:	Pasco (Central)
Acreage:	1,051 acres, m.o.l.
No. of Dwelling Units:	1,795
Type of Dwelling Units:	Single-Family Detached/Single-Family Attached (Villas/Townhomes) and Multiple-Family
Access/Roads:	Public/Tyndall, Curley, Elam, and Overpass Roads Private/Internal Subdivision Roads

BACKGROUND:

1. On November 5, 2008, the Board of County Commissioners (BCC) adopted a Comprehensive Plan Amendment which allowed the applicants/developers changing the Future Land Use from RES-1 (Residential - 1 du/ga) and AG (Agricultural - 1 du/10 ga) to RES-3 (Residential - 3/du/ga) (CPAD258; Ordinance 08-46).
2. On November 8, 2008, the BCC approved a Development Agreement (DA) for the Epperson Ranch DRI, as recorded in OR Book 7972, Pages 295-363. The DA will be revoked with the abandonment of the Epperson Ranch DRI.
3. On July 14, 2009, the BCC approved a rezoning from A-C Agricultural and A-R Agricultural-Residential Districts to an MPUD Master Planned Unit Development District for Epperson Ranch (RZ Petition No. 6859).
4. On October 9, 2014, pursuant to Section 407.5.C of the Land Development Code (LDC) the DRC approved the applicant's alternative standards request to deviate from the LDC, Section 901.1.E, Spacing Requirements, granting applicant's relief from certain arterial and major collectors.

FINDINGS OF FACT:

1. Presently, the subject site is characterized as agriculture land with three existing homesteads.
2. The surrounding zoning district/ current use/Future Land Use are as follows:

	<u>Zoning District</u>	<u>Existing Use</u>	<u>Future Land Use</u>
North:	Tyndall Road	Roadway	Roadway
South:	Elam Road/MPUD	Roadway/AG	RES-3 (3 du/ga)
East:	Curley Road/MPUD	Roadway/AG	Roadway/RES 3
West:	A-C (Agricultural)	Citrus Grove/SF/ Pasco Reclaim Facility	AG (Agricultural 1du/10ga) RES-1 (1 du/ga)

3. Previously, the subject property was part of the Epperson Ranch DRI/MPUD. A separate owner/developer is now the sole purchase contractor and the property will be developed pursuant to EPCO Ranch North MPUD approval. The remaining portions of the Epperson Ranch DRI/MPUD (owned by Epperson Ranch LLC) will be known as Epperson Ranch South MPUD and Epperson Ranch Town Center MPUD. Along with the rezoning applications, the Development of Regional Impact (DRI) will be abandoned.
4. The original Epperson Ranch MPUD allowed a total of 3,905 dwelling units that were a mix of single-family detached, single-family attached (townhouses and duplexes), and multi-family. The EPCO Ranch North MPUD has proposed 1,795 dwelling units with a mix of single-family detached, single-family attached (townhouses and villas) and multi-family.
5. The project has been redesigned to eliminate significant wetland impacts.
6. The proposed request is consistent with the Pasco County Land Development Code, Chapter 400, Subsection 402.2 Zoning Amendment – MPUD, and with the applicable provisions of the Pasco County Comprehensive Plan.

ALTERNATIVE STANDARD (AS ALREADY APPROVED BY THE DRC):

Section 901.1, Transportation – Corridor Spacing

Applicant’s Request:

The applicant is requesting relief from the requirements of Subsection 901.1.E, Spacing Requirements. This section of the Code requires that, in a Future Land Use designation of RES-3 and higher, a proposed development is required to provide a major collector roadway within one mile of either an existing or proposed arterial or collector roadway (Attachment No. 3).

Applicant is requesting this alternative standard because there is no feasible engineering or construction solutions that can be applied to satisfy the regulation. The applicant states:

“There are inherent cross access limitations posed by King Lake and associated Category I Wetlands.

"The County Vision Map includes McKendree Road as a parallel alternative collector to Curley Road at 1.6 +/-, mile spacing. Elam Road serves as a parallel alternative collector to Tyndall at 1.5 +/- mile spacing. As specified in the proposed MPUD conditions of approval, right-of-way conveyances for Elam, Tyndall, Overpass and Curley support expansion of the area wide roadway network.

"The future McKendree Road connection through the southwestern edge of the MPUD facilitates the County's ability to provide an alternative to Curley Road. The developer has agreed to provide the right-of-way for the McKendree Road subject to the terms of proposed conditions of approval. Additionally, the developer is providing a series of site access requirements that will, when combined with the existing roadway network, ensure that the existing collector/arterial roadway capacity and travel times are maintained without increasing the severity of accidents".

Staff Analysis:

Staff has reviewed the applicant's request and recommends approval. Staff has determined that one-mile spacing for collector roadway(s) can not be achieved for this project because of a Category I Wetland system. The wetland lies directly in the path of any proposed east/west or north/south collector roadway. The ideal east/west collector roadway would be McKendree Road; however, McKendree Road has been realigned in order to avoid the same Category I Wetland system (Attachment No. 4). Any north/south collector roadway would impact the same wetland system.

This being said, north/south internal roadway will not function as a major collector, and is not required to be public. The Developer may elect to retain ownership of the Project's roadways or may convey ownership of any of the internal roadways to (a) the County, if it elects to accept the dedication of any such roads, (b) a CDD(s) or (c) a homeowners' association(s). If the Developer opts for private roads, the County will not be responsible for the maintenance of such.

DRC Action:

On October 9, 2014, pursuant to Section 407.5.C of the Land Development Code (LDC), the DRC approved the applicant's alternative standards request to deviate from the LDC, Section 901.1.E, Spacing Requirements, granting applicant's relief from certain arterial and major collectors.

ALTERNATIVES AND ANALYSIS:

1. Approve the rezoning request with the attached conditions.
2. Deny the rezoning request.
3. Recommend an alternative course of action.

RECOMMENDATION AND FUNDING:

The Planning and Development Department recommends that the BCC approve Alternative No. 1 and,

- Authorize the Chairman to sign and execute four original Resolutions, and
- Direct the Board Records Department to retain one original Resolution, and distribute the other three as follows:
 - Planning and Development Department
Attention: Carol B. Clarke, AICP, Zoning Administrator/Assistant
Planning and Development Administrator
 - Pasco County Property Appraiser
Attention: Vicki Lewis, Senior Land Records Analyst
 - Clarke G. Hobby, Esq.
Hobby & Hobby, P.A.
109 N. Brush St. Suite 250
Tampa, FL 33602

No Funding Required.

ATTACHMENTS:

- 1a. Aerial - Location Map
- 1b. Zoning – Location Map
2. Resolution
3. Exhibit A, B and C

DEVELOPMENT REVIEW COMMITTEE ACTION: (10-9-14)

Approved Staff Recommendation With Revised Conditions:

30. **As provided in Chapter 190, Florida Statutes, and subject to the BCC's separate approval, the CDD is 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 rezoning approval. Further, any obligations of the developer contained in this approval 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 levy assessments on any property either owned or to be owned by the County or School Board (Public Properties) 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:**
 - a. **Public Properties shall not be considered benefited properties and shall not be assessed by the CDD.**
 - b. **No debt or obligation of such CDD shall constitute a burden on any Public Property.**

BOARD OF COUNTY COMMISSIONERS ACTION: (11/5/14)

Approved Staff Recommendation With Amended Conditions:

10. (a) **Community Docks**

The project may not have more than two community boat docks/boat launches. **All community docks shall be permitted by the SWFWMD or DEP.**

Developer shall not store in, nor make available through, its amenity center/boat house a boat with a composition engine having more than 10 horsepower (hp).

10. (c) **No Boat Storage in Driveways**

Developer shall specifically prohibit the storage of boats in driveways in the project through the adoption of a declaration of restrictive covenants by the mandatory homeowners'/property owners'/condominium owners' association for the portion of the project lying north of Elam Road.

16. Prior to approval of the first record plat containing any of the following improvements, or where platting is not required, prior to approval of the first construction plan for the associated parcel or phase, the developer shall construct or bond in accordance with the LDC the following site-access improvements, as to each applicable phase, unless determined otherwise at the time of preliminary development plan review based on a subsequent access management analysis:

- a. Project Driveway A-1 (Elam Road): Developer shall construct a full access connection to Elam Road with an eastbound-to-northbound left-turn lane **and a westbound-to-northbound right-turn lane** on Elam Road.
- b. Project Driveway A-2 (Curley Road): Developer shall construct a full access connection to Curley Road with a northbound-to-westbound left-turn lane on Curley Road and a southbound-to-westbound right-turn lane on Curley Road.
- c. Project Driveway A-3 (Tyndall Road): Developer shall construct a full access connection to Tyndall Road **with an eastbound-to-southbound right-turn lane and a westbound-to-southbound left-turn lane.**

**EPCO RANCH NORTH
MASTER PLANNED UNIT DEVELOPMENT
CONDITIONS OF APPROVAL
REZONING PETITION NO. 7104**

Master Development Plans

1. Development shall be in accordance with the application, plans, and information submitted February 27, 2014; September 9, 2014; and the Land Development Code (LDC) unless otherwise stipulated or modified herein.

Open Space/Buffering

2. The post-development wetlands on site shall be protected and buffered by natural existing habitat, swales, and stormwater ponds that are created for stormwater attenuation and treatment. Buffers around on-site, post-development, Category I wetlands shall be maintained and enhanced with native vegetation where appropriate. Prior to PDP/PSP where there is a Category I wetland, a plan for buffer enhancement shall be submitted for that development phase and approved by the County Biologist.
3. The developer shall comply with Southwest Florida Water Management District (SWFWMD) rules with regard to appropriate use of wetlands for stormwater treatment.
4. In order to protect surface-water quality, stormwater exiting the site shall meet all applicable State water quality standards. Prior to issuance of the first hard-copy. Site Development Permit, the applicant/developer shall institute a surface-water quality monitoring program reviewed and approved by Pasco County, which may consult SWFWMD, Florida Department of Environmental Protection (FDEP) and Tampa Bay Water (TBW) in its review and approval of the same. The surface-water quality monitoring program shall be instituted before commencement of development and continue for a period expiring twelve (12) months after the completion of development activities for the development north of Elam Road. Access to the monitoring sites shall be made available to the County and to any state agency with jurisdiction over surface-water quality. The purpose of the monitoring program is to ensure that no unpermitted adverse impact to Category I Wetland System and no adverse impact to King Lake results from the Project. The following parameters shall be included within any required water quality monitoring program:
 - a. Sampling locations and specific parameters including nutrients, pesticides, herbicides, and stormwater parameters; frequency (minimum of twice annually) of monitoring; and reporting shall be subject to Pasco County approval, along with FDEP, and other applicable regulatory bodies' approval.
 - b. All water quality analytical methods and procedures shall be thoroughly documented and shall comply with the Environmental Protection Agency/FDEP quality-control standards and requirements.
 - c. The monitoring results shall be submitted to the County, FDEP, and other applicable regulatory bodies'.



Should the monitoring indicate that applicable State water quality standards are not being met the violation shall be reported to Pasco County and any state agency with jurisdiction over surface-water quality. In the event there is a violation of any State water quality standards caused by development activities of the Project and not attributable to background conditions or the acts of third parties outside of the Project, the specific construction or other activity identified as causing the violation shall cease until the violation is corrected.

5. Prior to commencement of any construction/development for each phase or increment of development, the developer or master developer shall:
 - a. If construction commences in nesting season, preconstruction breeding surveys shall be conducted at all appropriate/suitable wetlands for the Florida sandhill crane. If such areas are found, conservation and mitigation measures shall be compiled in cooperation with the FFWCC and the County.
 - b. Preconstruction surveys for Sherman's fox squirrels shall be conducted during their breeding seasons (May to August and November through January). If nests are found, the FFWCC shall be contacted for review and consultation to determine appropriate preconstruction conservation and mitigation measures.
 - c. Preconstruction surveys shall be conducted for southeastern American kestrels. If any are found, preservation and mitigation measures shall be proposed for impacts to habitats potentially utilized by southeastern American kestrels. All survey and habitat delineation methods as well as associated mitigation requirements should follow procedures as described in "Ecology and habitat protection needs of the southeastern American kestrel (*Falco sparverius paulus*) on large-scale development sites in Florida" (Stys, B. 1993, Florida Game and Fresh Water Fish Commission, Nongame Wildlife Program, Technical Report No. 13). FFWCC and the County shall be contacted for review and consultation.
 - d. Prior to PDP/PSP approval, the developer shall develop a Bald Eagle Management Plan (BEMP) to establish an appropriate protection zone and shall provide the County Biologist with a copy of the BEMP as approved by the USFWS and FFWCC for its review of same. All protection zones as identified in the BEMP shall be depicted on the PDP/PSP.
6. Prior to preliminary development plan/preliminary plan approval, the developer shall complete a Gopher Tortoise Survey in accordance with the FFWCC survey guidelines. A copy of this survey shall be sent to the PDD for further review and approval by the County Biologist and to the FFWCC.
7. Prior to the issuance of the hard-copy Site Development Permit, the applicant/developer shall submit a copy of any required permit and after action report issued by the FFWCC to the PDD for the gopher tortoises, if applicable.
8. A plan shall be prepared to address preservation and management during construction of any wood stork roosting area(s) or wood stork rookeries as required by the USFWS. If such areas are found, this information shall be compiled in coordination with the USFWS, the County and FFWCC prior to issuance of the hard-copy Site Development Permit.



9. Prior to the issuance of the hard-copy Site Development Permit, the developer shall submit to the PDD a copy of the Environmental Resource Permit.

10. (a) **Community Docks**

The project may not have more than two community boat docks/boat launches. All community docks shall be permitted by the SWFWMD or DEP.

Developer shall not store in, nor make available through, its amenity center/boat house a boat with a combustion engine having more than 10 horsepower (hp).

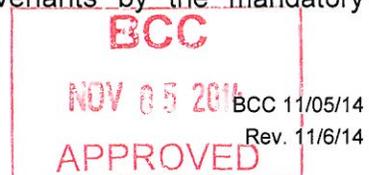
(b) **Residential Docks**

The project may have one recreational dock per lot. There shall be no docking or mooring for boats with combustion engines. Each such dock shall conform to the following design standards:

- a. be 1,000 square feet or less, unless the dock complies with Condition # 11,
- b. one dock per lot,
- c. extends no further out than 25% of the width of the waterbody,
- d. access walkway is no more than 4 feet wide (unless required for ADA compliance),
- e. terminal platform is no more than 160 square feet,
- f. the access walkway and terminal platform are 4 feet above the ordinary high water line (established at 102.5 feet NGVD29 per SWFWMD Formal Determination of Wetlands dated December 9, 2011, Petition No. 42026736.010/634344),
- g. boards used to construct the surface of the dock are no more than 8 inches wide and are spaced ½ inch apart,
- h. docks must have a 25 foot setback from the neighboring property lines and docks shall be perpendicular to the rear lot line if the length of the shoreline is 65 feet or greater, and
- k. any structures built on docks shall not be enclosed. The structure cannot be used for living or commercial activities, and any storage over the water shall be counted in the square footage of the calculation for the dock.

(c) **No Boat Storage in Driveways**

Developer shall specifically prohibit the storage of boats in driveways in the project through the adoption of a declaration of restrictive covenants by the mandatory



homeowners'/property owners'/condominium owners' association for the portion of the project lying north of Elam Road.

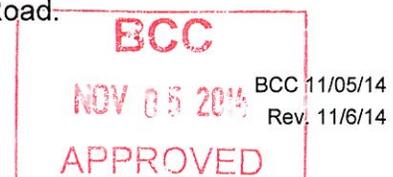
11. Docks greater than 1,000 square feet shall apply for a permit from SWFWMD or DEP, and all residential docks must also conform to all other design standards listed above in Condition 10(b).
12. The applicant/developer shall ensure that Condition No. 8 and 9 are recorded in the HOA deed restrictions. The applicant/developer shall provide the County with a copy of such restrictions at the time of record platting for any development or phase.
13. The developer shall provide an enhanced buffer as follows unless otherwise approved by the Planning and Development Department with the associated preliminary development plan:
 - a. Tyndall Road - Type D buffer in accordance with the Land Development Code (LDC), Section 905, along with a minimum 18-inch berm.
 - b. Parcel A - western boundary: A 15-foot wide buffer, Type B plantings, in accordance with the LDC, Section 905. The developer shall use the natural buffer to the extent possible, enhancing it where necessary and removing invasive species.
 - c. Abutting Curley Road: A Type D buffer in accordance with the LDC, Section 905, along with a minimum 18-inch berm.

In any case, the plantings within the buffers shall not be less than what the code requires.

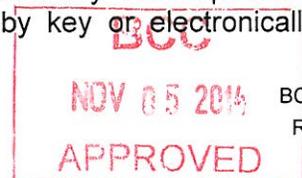
Transportation/Circulation

Access Management

14. Roadway/pedestrian crossings of Category I wetlands shall be limited to those crossings as shown on the approved master plan unless otherwise approved with the associated preliminary development plan by the Planning and Development Department.
15. At each PDP/PSP approval, the County may require, if recommended by the County Engineer, or designee, pursuant to the LDC, further site specific intersection improvements. Intersection improvements shall be determined in accordance with the LDC and Access Management Standards as amended.
16. Prior to approval of the first record plat containing any of the following improvements, or where platting is not required, prior to approval of the first construction plan for the associated parcel or phase, the developer shall construct or bond in accordance with the LDC the following site-access improvements, as to each applicable phase, unless determined otherwise at the time of preliminary development plan review based on a subsequent access management analyses:
 - a. Project Driveway A-1 (Elam Road): Developer shall construct a full access connection to Elam Road with an eastbound-to-northbound left-turn lane and a westbound-to-northbound right-turn lane on Elam Road.



- b. Project Driveway A-2 (Curley Road): Developer shall construct a full access connection to Curley Road with a northbound-to-westbound left-turn lane on Curley Road and a southbound-to-westbound right-turn lane on Curley Road.
 - c. Project Driveway A-3 (Tyndall Road): Developer shall construct a full access connection to Tyndall Road with an eastbound-to-southbound right-turn lane and a westbound-to-southbound left-turn lane.
 - d. Project Driveway B-1 (Elam Road): Developer shall construct a full access connection to Elam Road with a westbound-to-southbound left-turn lane on Elam Road.
 - e. Project Driveway B-2 (Elam Road): Developer shall construct a full access connection to Elam Road with a westbound-to-southbound left-turn lane on Elam Road.
 - f. Project Driveway B-3 (Overpass Road): Developer shall construct a right-in/right-out access connection to Overpass Road.
 - g. Project Driveway B-4 (Overpass Road): Developer shall construct a full access connection to Overpass Road with an eastbound-to-northbound left-turn lane on Overpass Road.
 - h. Project Driveway B-5 (Overpass Road): Developer shall construct a right-in/right-out access connection to Overpass Road.
 - i. Project Driveway C-1 (Elam Road): Developer shall construct a full access connection to Elam Road.
17. All roads that will be used to access public-purpose sites, such as public school, park, library, and fire/rescue sites (as determined by the School Board, Parks and Recreation Department, Libraries Services Department, Emergency Services Department, or Development Review Committee (DRC), as applicable) shall be public roadways and constructed in accordance with applicable County/FDOT design, construction, and signage standards; e.g., F.S. 316, and *Manual of Uniform Traffic Control Devices* standards. Such roadways shall be deeded in fee simple to the County or FDOT, as applicable, prior to or concurrent with the first record plat containing such roadways, or where no record plat is required prior to or concurrent with the issuance of the first CO for a building utilizing such roadways.
18. Major internal roadways and all access point locations, type, and design for individual residential parcels from major internal roadways are conceptually shown on the MPUD Master Plan and shall be finalized at the time of PDP/PSP review and approval in accordance with the LDC; Access Management Standards, as amended.
19. Any gates located within gated communities shall be setback sufficiently in order to provide vehicular stacking for a minimum of three vehicles, unless a greater distance is determined to be required at the time of each preliminary development plan or preliminary site plan review. All entrances accessed by key or electronically coded



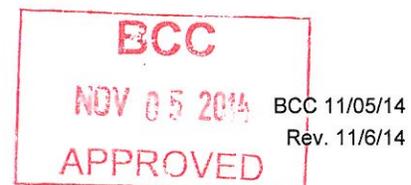
systems shall be equipped with a system approved by the Emergency Services Director to allow fire or other emergency vehicles immediate access to the development. Upon replacement of any existing gated system, the replacement shall be equipped with a system acceptable to Pasco County. In addition, the access lane widths and clearance between fixed structures shall be a minimum of 15 feet in width.

Dedication of Right-of-Way

20. With the exception of the portion of McKendree Road that is planned to go through the Project (but which developer is not obligated to build) and Overpass Road as depicted on the MPUD Master Plan, streets may be private, but shall be constructed to County standards. In case of private streets, dedication and maintenance shall be the responsibility of a Homeowner's Association or CDD. Pasco County will not be responsible for the maintenance of any private streets.

21. Subject to the provisions of the LDC, Section 901.2.J. (Transportation-Corridor Management; Dedication-Rough Proportionality) the owner/developer shall convey, at no cost to Pasco County as depicted on the MPUD Master Plan: (a) the required right-of-way to achieve 135 feet total for the portion of Elam Road bounded by the Project on both sides and the required right-of-way to achieve 67.5 feet from centerline of existing maintained right-of-way for the portion of Elam Road bounded by the Project on one side; (b) the required right-of-way to achieve 135 feet total for Tyndall Road; (c) one hundred (100) feet total of right-of-way for the portion of Curley Road lying north of Keifer Road; and (d) the required right-of-way to achieve 152 feet total for the portion of Overpass Road that will be extended through the Project.

In addition, the developer shall, at no cost to Pasco County, provide sufficient drainage/retention, and floodplain mitigation facilities on the developer's property or at another site acceptable to the County to mitigate all impacts associated with the initial and future planned (i.e., in the current County Comprehensive Plan Transportation Element or Metropolitan Planning Organization Long-Range Plan) improvements of Elam Road, Tyndall Road, Curley Road and Overpass Road within or adjacent to the boundaries of the developer's property including, but not limited to, mitigation for initial and future lanes of travel, shoulders, frontage roads, sidewalks, multimodal paths, medians, and other roadway appurtenances. The required drainage/retention, wetland, and floodplain mitigation facilities shall be determined at the time of the Stormwater Management Master Plan review for the portion(s) of the project adjacent to Elam Road, Tyndall Road Curley Road and Overpass Road, and this paragraph of this condition shall expire after such stormwater management plans have been approved, unless such facilities are required pursuant to a development agreement approved pursuant to the LDC, Section 403. All stormwater management plans, reports, or calculations for the developer's project shall include a detailed scope of design and permitting parameters and a signed and sealed certification that such plans, reports, or calculations comply with this condition. Developer's obligation to construct any improvements or facilities shall expire if no construction plans for the portion of the Elam Road, Tyndall Road, Overpass Road and Curley Road, respectively, have been completed as of the date of approval of the stormwater-management plan for the portion(s) of the Project adjacent to such respective roads; however, developer's obligation to dedicate/convey such land as required by this condition shall not expire.



22. To the extent that any of the conditions of this approval constitute monetary or property exactions that are subject to *Nollan v. California Coastal Comm'n*, 483 U.S. 825 (1987), and *Dolan v. City of Tigard*, 512 U.S. 374 (1994), the applicant/owner, and successors and assigns (a) agrees that there is a nexus and rough proportionality between such conditions and the impacts of this project/development, and that such conditions are necessary to ensure compliance with the criteria of the LDC and Comprehensive Plan that are applicable to this approval, and (b) waives any claims based on such conditions. This agreement/waiver was entered into voluntarily, in good faith, for valuable consideration, and with an opportunity to consult legal counsel, but does not affect the applicant/owner's ability to seek variances, administrative remedies, or modifications of the conditions of this approval through applicable processes in the LDC.
23. The County has finalized the Route Study for the McKendree Road Extension (the "McKendree Extension"), which shows that a small portion of such McKendree Extension runs through the Project. Therefore, subject to the transportation mobility fee credits provided below, the developer shall donate and convey at no cost to Pasco County 166 feet, unless otherwise approved by the County, of right-of-way for the portions of the Project on which the McKendree Extension lies, as depicted on the Master Plan.

In addition, the developer shall, at no cost to Pasco County, provide for appropriate and sufficient drainage/retention, and floodplain mitigation facilities on the developer's property or at another site acceptable to the County to mitigate all impacts associated with the initial and future planned (i.e., in the current County Comprehensive Plan Transportation Element or Metropolitan Planning Organization Long-Range Plan) improvements of the McKendree Extension within or adjacent to the boundaries of the developer's property including, but not limited to, mitigation for initial and future lanes of travel, shoulders, frontage roads, sidewalks, multimodal paths, medians, and other roadway appurtenances. Developer's obligation to construct any stormwater improvements or facilities shall expire if no construction plans for the portion of McKendree Extension have been completed as of the date of approval of the stormwater-management plan for the portion(s) of the Project adjacent to the McKendree Extension Road; however, developer's obligation to dedicate/convey such land as required by this condition as shown on the Master Plan shall not expire. Under no circumstances shall Developer be obligated to construct any portion of the McKendree Extension. Notwithstanding any other provision of these conditions to the contrary, any dedications to be made by developer pursuant to this condition shall be mobility fee creditable (for the roadway and bicycle/pedestrian portions of the mobility fees paid to the County from the development of the Project, and not the transit, SIS, or administrative portions of the mobility fees paid to the County from the development of Project) in accordance with Section 1302 of the LDC. Such mobility fee credits, once established, shall be placed into an account maintained by the County and entitled the "EPCO Ranch North Paid Fee Account. Developer may be entitled to mobility fee credits for construction or improvements undertaken by Developer for McKendree Road if a separate development agreement is entered into between developer and the County that authorizes such credits.

Design/Construction Specifications

24. The developer shall provide an internal roadway access from its adjacent residential development to the school site. Further, a pedestrian interconnection shall be provided

(Petition # 7104)
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BCC 11/05/14
Rev. 11/6/14

from its Parcel B (west of the proposed school site) to the property to the east known as Epperson Ranch South (shown as single-family attached on "conceptual only" plan).

25. The developer shall design and permit, at no cost to Pasco County, Overpass Road which runs through the development as an arterial six (6) lane divided urban roadway within the required 152-foot right-of-way including all roadway appurtenances needed for the ultimate six-lanes. Prior to the record plat for the 607th dwelling unit within the Epperson Ranch South MPUD, or by December 31, 2021, whichever occurs first, the developer shall construct, (or cause to be constructed), at no cost to Pasco County, at least the two lanes for the section of Overpass Road from the existing terminus west of the project to the proposed site entrance as generally depicted on the approved master plan, except for any portions of such roadway that have already been constructed by others, including the necessary drainage/retention, wetland, and floodplain mitigation facilities, to accommodate the ultimate six-lane roadway and any bicycle and/or pedestrian facilities.
26. Except as otherwise authorized by the EPCO Ranch North MPUD, prior to final record plat approval for residential, or where platting is not required, prior to the issuance of any Building Permits occurring after December 31, 2025, the developer shall submit an updated timing and phasing analysis utilizing a methodology approved by Pasco County. The County may impose additional conditions based upon the updated timing and phasing analysis as approved by Pasco County.
27. Because the roadways in the Project may be private at developer's option, no Master Roadway Plan shall be required. However, the developer may, at its option, submit a Master Roadway Plan to the PDD for review and approval. If developer elects to do so, the plan shall include, at a minimum, right-of-way widths, roadway cross sections, number of lanes, intersection geometry, phasing, design speed, internal access points, required interconnects, and alignment for major County collector and arterial roadways within the MPUD.
28. The developer may submit an overall pedestrian/bike path plan to the PDD for review and approval prior to approval of the first PDP/PSP, which provides a path circulation in accordance with the Pasco County LDC as amended or an alternative method acceptable to the County and in compliance with the handicapped provisions of F.S. 336.045 or other applicable law. In the absence of an approved pedestrian/bike path plan, compliance with the LDC is required.
29. The developer shall comply with applicable County and Pasco County Public Transportation requirements to accommodate mass transit service for the Project by providing the right-of-way and/or facilities on public roadways (i.e., Tyndall, Overpass, Elam, and/or Curley) as determined with the associated PDP/PSP for that parcel/phase of development. The applicant/developer and/or its successors agree to maintain any required transit-accommodation facilities in good, working condition as determined by the PCPT and further agree to assume all liability, including obtaining additional insurance if necessary, for the transit-accommodation facilities. The applicant/developer and its successors shall not refuse the PCPT, or any other transit authority, or any of its users/patrons access to such facilities.
30. As provided in Chapter 190, Florida Statutes, and subject to the BCC's separate approval, the CDD is 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 rezoning approval. Further, any obligations of the developer contained in this approval 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 levy assessments on any property either owned or to be owned by the County or School Board (Public Properties) 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:

- a. Public Properties shall not be considered benefited properties and shall not be assessed by the CDD.
 - b. No debt or obligation of such CDD shall constitute a burden on any Public Property.
31. Developer shall perform a signal warrant analysis for the signal defined herein, upon development exceeding 600 single family residential units. Developer shall be responsible, in conjunction with the developer(s) of Epperson Ranch South MPUD, (collectively, with its successors and assigns) for the installation of a traffic signal at the intersection of Boyette Road/Overpass Road (the "Signal") when warranted by MUTCD criteria, or prior to the last record plat for the EPCO Ranch MPUD, whichever occurs first. At such time, Developer shall, at its election, either (a) install the Signal and seek a reimbursement in the amount equal to fifty percent (50%) of the cost of the Signal from Epperson Ranch South MPUD (or the County if Epperson Ranch South MPUD has paid its proportionate share to the County in accordance herewith and its applicable conditions of approval) or (b) pay the County an amount equal to fifty percent (50%) of the cost of the Signal, which represents Developer's proportionate share of the Signal. Notwithstanding the foregoing, the requirements of this condition shall only be effective and applicable to developer in the absence of a private agreement between the developers of the EPCO Ranch North MPUD, and Epperson Ranch South MPUD that requires one or more of the developers of such projects to construct all of the improvements required by this condition.
32. Prior to the record plat for the 351st unit within Parcel A, the developer shall construct the following turn lanes at the intersection of Curley Road/Elam Road, unless determined otherwise through a subsequent access management analyses at the time of preliminary development/construction plan review:
- a. Northbound-to-westbound left-turn lane.
 - b. Southbound-to-westbound right-turn lane.
 - c. Eastbound-to-southbound right-turn lane.
33. Concurrent with the construction of project driveway A-3 and its connection to Tyndall Road, the developer shall construct a northbound-to-westbound left-turn lane at the intersection of Curley Road/Tyndall Road, unless determined otherwise through a subsequent access management analyses at the time of preliminary development/-construction plan review for the adjacent phases served by driveway A-3.
34. The applicant/developer has submitted a Substandard Roadway Analysis which requires the following improvement to be completed concurrent with the construction of project driveway A-3 and its connection to Tyndall Road:



Developer shall reconstruct Tyndall Road as a paved, two-lane, undivided road to County standards (based on a pavement width of 24 feet and the cross-section for a 135' right-of-way, unless a smaller pavement width and/or cross section is subsequently approved by the County), from the limits of Curley Road to driveway A-3.

Utilities/Drainage/Water Service/Wastewater Disposal

- 35. A revised Utilities Service Plan (f/k/a Master Utility Plan for the entire development) shall be submitted to the Utilities Services Branch for review and approval prior to or concurrent with the submittal of the first construction plan. This utility plan shall minimally show the following:
 - a. Trunk sewer lines and lift stations
 - b. Main potable water lines and nonpotable water lines, if applicable.
 - c. Sewage treatment facility locations, including discussion of the proposed method of treatment and the feasibility of a nonpotable water system for irrigation.
 - d. Method of lighting all nonlocal roads shall be submitted at the time of record plat submittal for each unit or phase as applicable.
 - e. The Utility Service Plan shall be presented in a written format in conformance with the Utilities Service Plan guidelines implemented by the Utilities Services Branch. Prior to the first construction plan approval, the developer and the County shall enter into a Utilities Service Agreement.

- 36. The developer shall construct all water and wastewater facilities within the development to current Pasco County standards. A complete set of instructions may be obtained from the Utilities Services Branch.

- 37. In consideration of Pasco County's agreement to provide potable water and/or reclaimed water to the subject property, the developer/owner and its successors and assigns agree to the following:
 - a. In the event of production failure or shortfall by Tampa Bay Water (TBW), as set forth in Section 3.19 of the Interlocal Agreement creating TBW, the developer/owner shall transfer to Pasco County any and all Water Use Permits or water-use rights the developer/owner may have to use or consume surface or ground water within Pasco County.
 - b. Prior to the developer/owner selling water, Water Use Permits, or water-use rights, the developer/owner shall notify Pasco County, and Pasco County shall have a right of first refusal to purchase such water, Water Use Permits, or water-use rights.



Land Use

38. The residential dimensional standards are as follows:

a. Single Family Detached (Parcels A, B and C)*

*Minimum 60% of Units in Parcel A Shall Be Single Family Detached

**40-Foot wide lots in Parcels A, B & C is restricted to a maximum of 450

- (1) Minimum Lot Width of 40 Feet **
- (2) Minimum Lot Depth of 110 Feet
- (3) Minimum Front-Yard Setbacks:

Primary Structure	20 Feet	(e)
Front Load Garage	25 Feet	(h)
Side Load Garage	20 Feet	(h)
- (4) Minimum Side-Yard Setback of 5 Feet (j)
- (5) Minimum Rear-Yard Setback of 15 Feet
- (6) Maximum Lot Coverage of 65 Percent (f)
- (7) Maximum Building Height of 35 Feet

b. Single Family Attached Villas (Parcels A, B and C)

- (1) Minimum Lot Width for Parcel B & C of 25 Feet
- (2) Minimum Lot Width for Parcel A of 35 Feet
- (3) Minimum Lot Depth of 110 Feet
- (4) Minimum Front-Yard Setback

Primary Structure	20 Feet	(e)
Front Load Garage	25 Feet	(h)
- (5) Minimum Side-Yard Setback of 5 Feet (j)
- (6) Minimum Rear-Yard Setback of 15 Feet
- (7) Maximum Lot Coverage of 75 Percent (f)
- (8) Maximum Building Height of 35 Feet



- c. Single Family Attached Townhouses (Parcels A, B and C)
 - (1) Minimum Lot Width of 15 Feet
 - (2) Minimum Lot Depth of 60 Feet
 - (3) Minimum Front-Yard Setback

Primary Structure	10 Feet	(h)
Front Load Garage	25 Feet	(h)
 - (4) Minimum Side-Yard Setback of 10 Feet
 - (5) Minimum Rear-Yard Setback of 15 Feet
 - (6) Maximum Lot Coverage of 100 Percent (f)
 - (7) Maximum Building Height of 45 Feet

- d. Multiple Family Apartments (Parcel B Only) – Maximum 300 Units
 - (1) Minimum Lot Width of N/A
 - (2) Minimum Lot Depth of N/A
 - (3) Minimum Front-Yard Setback of 10 Feet
 - (4) Minimum Side-Yard Setback of 10 Feet
 - (5) Minimum Rear-Yard Setback of N/A
 - (6) Maximum Lot Coverage of 75 Percent (f)
 - (7) Maximum Building Height of 65 Feet

- e. Single Family Detached and Attached Villas Front Yard Setback – On corner lots where there is more than one front, one front-yard setback may be reduced to 15 feet.

- f. Maximum Lot Coverage – Includes principal and accessory structure.

- g. Accessory structures including, but not limited to, swimming pools, pool decks, utility sheds, detached garages, and screened rooms, shall be set back a minimum of 5 feet from any rear or side lot line and shall not encroach into any easements.

- h. Front Setback - For all non TND residential product, front loaded garages shall be set back a minimum of 25 Feet. Single-family detached side loaded garages shall be setback a minimum of 20 Feet. Townhouse garage setbacks shall be measured from back of curb or sidewalk. For townhouses with on-street parking, the building shall be setback a minimum of 10 Feet from the right-of-way.



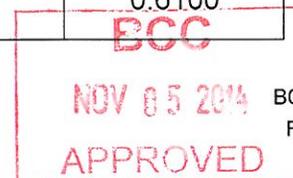
- i. Single-Family Attached (Townhouses and Villas): Land considered for the neighborhood park requirements or used for stormwater retention/detention shall be a minimum of 20 feet from the rear of the structure and a minimum of 15 feet from the side of the structure.
 - j. The use of 5-foot side setbacks must be in compliance with the LDC, Section 902.2.K.2.b; otherwise, the minimum side-yard setback shall not be less than 7.5'.
39. Recreation center development standards shall be in accordance with the C-1 Neighborhood Commercial District.
40. The developer may designate, on the PDP for any residential village or parcel increment, a site or sites which do not exceed a total of two acres to be used for recreational vehicle storage for the exclusive use of EPCO Ranch North residents. Such site(s) shall have appropriate landscape buffering in compliance with the LDC, Section 905.2. The site(s) must obtain site plan approval prior to development and be owned by the mandatory homeowners'/property owners'/condominium owners'/merchants' association or CDD.
41. Development entitlements within the Project may be exchanged pursuant to the following Land Use Equivalency Matrix. All approved land use exchanges shall be reported to the Zoning Administrator (together with an update Master Planned Unit Development), but shall not constitute an amendment (substantial or non-substantial) to the MPUD.

Trade-Off Rates

Change From	Change To		
	S.F. Residential	Apartment	Townhouse
S.F. Residential	NA	1.4013	1.5862
Apartment	0.7136	NA	1.1319
Townhouse	0.6304	0.8834	NA

Trade-Off Rates Based on the Following Units
(Residential Trip Rates)

Land Use	Units	Total Trips	Effective Rate (Trips/ Unit)
Single Family Residential	1315	1124	0.8548
Apartment	300	183	0.6100



Townhouse	180	97	0.5389
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Example 1: Trade-off 100 Apartments for S.F. Residential Units
= 100 x 0.7136 = 71 S.F. Residential Units

Example 2: Trade-off 100 S.F. Residential Units for Townhouses
= 100 x 1.5862 = 159 Townhouses

- 42. The total aggregate number of dwelling units within the MPUD shall not exceed 1,795 units.
- 43. Parcels may be developed out of numerical sequence and in multiples as long as the parcels being developed do not rely upon infrastructure construction of future parcels.
- 44. The portions of the property which contain existing or interim silvicultural and/or agricultural activities shall be permitted until commencement of development for that portion of the proposed project.
- 45. Residential use may not be intensified within any one increment following approval of the plat or final site plan for the first unit in that increment without review and approval by the BCC.

Education Facility

Payment of Impact Fees

- 46. The developer shall pay school impact fees for the impacts of the residential component of the MPUD to the District School Board of Pasco County (School Board) in accordance with the terms of the School Impact Fee Ordinance, No. 01-06, adopted February 27, 2001, as amended.

School Concurrency

- 47. The developer shall be required to comply with all applicable provisions of the adopted School Concurrency Ordinance and the requirements to provide for school capacity as mandated.

Potential Conveyance of Land

- 48. The Developer shall convey at no cost to the School District, other than the credits hereinafter described, land for one-half (1/2) of the school site (11 acres total from Developer) proposed to serve the EPCO Ranch North MPUD and surrounding developments (School Site). The Developer of Epperson Ranch South will be required by the County and/or School District to provide the remaining land adjacent to EPCO Ranch North's school site location, as necessary to accommodate the remainder of the total School Site.
 - a. The total School Site shall accommodate an elementary school, adjacent to Elam Road and as depicted on the approved master plan. The School Site shall be a total minimum of twenty-two (22) acres of contiguous, developable uplands and the School District shall assume responsibility for the construction and maintenance of stormwater/drainage within such twenty-two (22) acre area.



Wetlands, required buffers around wetland areas, and jurisdictional buffers shall not be eligible to be counted toward the required acreages for the foregoing conveyances. Ditches, rivers, or other water boundaries that would preclude development shall also not be eligible to be counted toward the required acreage(s) for the foregoing conveyances.

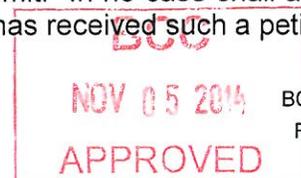
- b. EPCO Ranch North MPUD's portion of the School Site shall be conveyed to the School District prior to issuance of a building permit for the 500th residential dwelling unit within EPCO Ranch North MPUD, unless otherwise required by the School District to commence school site construction at an earlier date. The Developer shall provide the School District with a legal description, sketch, and all other conveyance documents, as required by the School District for such School Site, within thirty (30) days after notice of such required conveyance. All conveyances shall be in a form acceptable to the School District, be free and clear of all liens, be exempt from boundaries of all special districts, and be exempt from all covenants and deed restrictions.
- c. The Developer shall provide all off-site infrastructure as applicable, including but not limited to access roads, sidewalks (sidewalks shall not be required on Elam Road by developer since the site fronts on Elam Road), intersection improvements, stormwater drainage and utilities (including but not limited to potable water, sewer, electric, cable, and telephone) in accordance with the LDC, and where applicable, the Utility Services Plan, to the proposed entrance to the School Site; 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. The School District shall provide the Developer a minimum six (6) month written notice regarding commencement of construction; whereupon the Developer shall cooperate with the School District to provide both temporary construction water and temporary construction access to the boundaries of the school site. Notwithstanding the foregoing, the obligation to provide the infrastructure to the school site shall remain the obligation of the Developer and/or School District and the County shall have no responsibility to provide such infrastructure.
- d. Access to the school site shall be consistent with the study prepared by Volkert and Associates, Inc. "*School Related Traffic Impact Study – Traffic Related Guidelines to Assist with School Site Selection for Public Schools in Pasco County*" dated October 1, 2008.
- e. Landscape buffers shall be provided along all County collector roadways in accordance with the Land Development Code as amended.
- f. If a roadway conveyance or if the School Site conveyance creates a strip of land between the proposed access roads and the School Site, the Developer shall be required to adjust or provide additional conveyances as requested by, and at no cost to, the School District.
- g. To the extent necessary, the School District shall provide all necessary consents, easements, approvals, or other permit applications requested by the Developer that are necessary for the Developer to provide roadway, potable water, sewer, and drainage facilities required by this condition.



- h. The Developer shall receive credit against School Impact Fees and concurrency requirements for the foregoing conveyance in the amount of 115 percent of the Pasco County Property Appraiser's value at the time of conveyance if such conveyance shall occur within 120 days of this MPUD approval date. Should the conveyance occur after 120 days of the MPUD approval date, the Developer shall receive said credits for the foregoing conveyance in the amount of 115 percent of the Pasco County Property Appraiser's value at the time of conveyance and which shall not exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per upland acre actually conveyed to the School District. Said credits shall not begin to accrue until such conveyance is complete. The credit shall be based on eleven (11) acres or the actual acreage conveyed.
- i. Any request(s) by the Developer to change any of the Developer's deadlines pursuant to this section must be approved by the School District and the DRC or Board of County Commissioners no later than one (1) year in advance of the deadline.

Procedures

- 49. For any bubble or increment proposed to have a mix of single-family detached and single-family attached units, the applicant/developer shall provide to PDD for review and approval prior to submittal of the PDP/PSP for each such bubble or increment, a conceptual plan showing the layout of the mix of product types. The applicant may appeal any denial to the DRC.
- 50. A disclosure statement regarding the construction of all major future roadways abutting and through the MPUD shall be included in all sales contracts for residential sales with the MPUD. This disclosure shall include the future roadway's number of lanes and construction timing, if applicable.
- 51. Unless required elsewhere within the conditions of approval, all conveyances shall occur at record plat or where record platting is not required, then construction site plan/construction plan approval, or within 90 days of the County's request, whichever occurs first. All conveyances shall include access easements, be in a form acceptable to the Real Estate Division, and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.
- 52. If a PDP/PSP for the entire MPUD is not submitted and approved by December, 31, 2030, the conditions of approval for those portions of the MPUD that do not have (unexpired) PDP or PSP approval shall expire. If the MPUD expires, a new MPUD must be applied for and approved by the BCC, and the conditions of approval shall be in accordance with the Comprehensive Plan and Land Development Code in effect at that time.
- 53. Unless otherwise approved by the Emergency Services Director, the development shall be included into a Pasco County Municipal Fire Service Taxing Unit to provide fire protection. The developer shall submit a petition for inclusion into the Pasco County Municipal Fire Service Taxing Unit at the time of record plat submission, or when no plat is required, prior to the issuance of the first Building Permit. In no case shall a Building Permit be issued until the Emergency Services Director has received such a petition.



54. A preliminary plan/preliminary site plan must be approved for an entire increment (bubble) prior to any phased construction plan/construction site plan approval. The maximum density and intensity of each increment shall not exceed the limits shown on the approved MPUD. A preliminary site plan must also be approved for each multifamily (nonfee simple), recreational vehicle, or commercial increment (if applicable) in its entirety prior to any phased construction site plan approval.
55. Preliminary development plan/preliminary site plan submittals shall include a detailed breakdown of the individual plan approvals, including the plan name and increment or phase designation as it relates to the Master Development Plan, acreage of the site, total number of units, or gross floor area ratio of commercial space which have received preliminary development plan/preliminary site plan approval, construction plan/construction site plan approval, and/or record plat approval.
56. In addition to complying with the above conditions, no further plan approvals will be granted until such time as the acknowledgment portion of the BCC approved document is completed (including notarization) and received by the PDD **after the BCC action**.
57. All conditions of this MPUD Master Planned Unit Development approval are material to the BCC approval. Accordingly, the conditions are not severable. In the event any section, subsection, sentence, clause, or provision of these conditions or the rezoning resolution is challenged and declared illegal, invalid, or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination, the remainder of the conditions and MPUD Master Planned Unit Development approval shall be suspended until such time that the BCC modifies the MPUD Master Planned Unit Development conditions of approval to address the illegal or invalid provision, provided that such suspension shall not exceed nine months in duration. However, such determination shall not affect the validity of 1) MPUD Master Planned Unit Development entitlements for which a complete application has been submitted, or approval has been received, for a preliminary development plan, preliminary site plan, construction plans, final plat, Building Permit, or CO; or 2) any MPUD Master Planned Unit Development mitigation committed to or performed as of the date the determination is made, unless such approvals or mitigation are specifically declared to be illegal, invalid, or unenforceable. Requests for BCC-approved modifications to the MPUD Master Planned Unit Development or the MPUD Master Planned Unit Development Conditions of Approval shall not be considered challenges and decisions by the BCC regarding any modification or the like shall not have the effect of suspending the conditions and the MPUD Master Planned Unit Development approval under any circumstances. Notwithstanding the foregoing, the MPUD shall not be suspended as to certain lands within the MPUD if the developer for such lands agrees to abide by all of the provisions of the MPUD until an amendment is adopted to modify the MPUD in order to address the illegal or invalid provision. Notwithstanding the foregoing, if a third party challenges any section, subsection, sentence, clause, or provision of this MPUD and the challenged portion is subsequently declared illegal or invalid, the MPUD 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 MPUD is declared illegal or invalid as the result of a third party challenge, the Master Developer shall cooperate with the County to amend this MPUD to address the portion which has been declared invalid or illegal.



58. This MPUD rezoning order and its effectiveness as to the subject property are contingent upon the Pasco County Board of County Commissioners adopting, simultaneously with the approval of this MPUD, an order pursuant to that certain Application for Abandonment of a Development of Regional Impact for the DRI ("Abandonment Application") filed in accordance with Section 380.06(26), F.S., on December 7, 2012 by and Epperson Ranch, LLC (and joined by the other landowners within the DRI, as hereinafter defined) to (a) abandon the Epperson Ranch Development of Regional Impact, DRI No. 258 (the "DRI"), (b) terminate and rescind that certain Amended and Restated Development Order for the DRI dated November 3, 2009 approved pursuant to Pasco County Resolution No. 10-54 (the "DO") and (c) terminate and rescind that certain Amended and Restated Development Agreement between Pasco County and Epperson Ranch, LLC for the DRI approved by the Board of County Commissioners on November 5, 2008 and recorded at Official Records Book 8233, Page 655 of the Public Records of Pasco County, Florida (the "DA"), subject to no appeals being filed within 30 days of the BCC approval of the Abandonment application, or if any such appeals having been timely filed, the same have been settled or otherwise disposed of in a final form (with prejudice) on terms and conditions acceptable to Epperson Ranch, LLC and the other landowners within the DRI, such that the subject property is no longer bound by the DRI, the DO or the DA, and may be used for the uses and entitlements created by this MPUD.

[OWNER'S/DEVELOPER'S ACKNOWLEDGEMENTS TO FOLLOW]



OWNER'S/DEVELOPER'S ACKNOWLEDGMENT:

The owner/developer acknowledges that it has read, understood, and accepted the above-listed conditions of approval. **Do not sign until you receive a copy of this petition with the BCC results.**

(Date)

I hereby certify on this _____ day of _____, _____, A.D., before me personally appeared the owner/developer, to me known to be the person described in and who executed the foregoing document and severally acknowledged the execution thereof to be its free act and deed for the uses and purposes therein expressed.

Witness my hand and seal at _____, _____
County, Florida, the day and year aforesaid.

My commission expires:

(Date)

Notary Public,
State of _____ at Large



OWNER'S/DEVELOPER'S ACKNOWLEDGMENT:

The owner/developer acknowledges that it has read, understood, and accepted the above-listed conditions of approval. **Do not sign until you receive a copy of this petition with the BCC results.**

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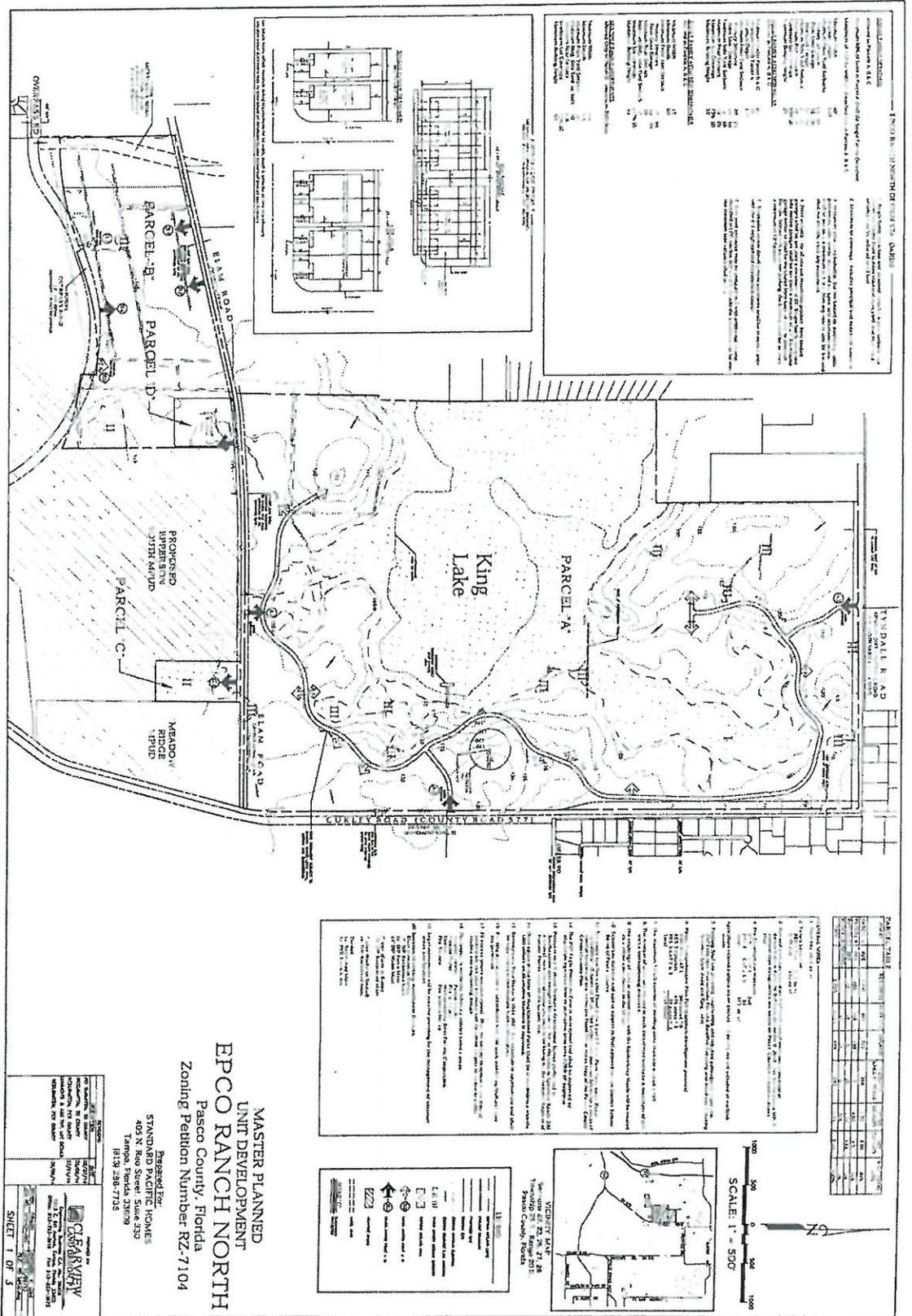
Witness my hand and seal at _____, _____
County, Florida, the day and year aforesaid.

My commission expires:

(Date)

Notary Public,
State of _____ at Large





GENERAL NOTES

1. All dimensions are in feet and inches.
2. All dimensions are to the centerline of the road unless otherwise noted.
3. All dimensions are to the centerline of the road unless otherwise noted.
4. All dimensions are to the centerline of the road unless otherwise noted.
5. All dimensions are to the centerline of the road unless otherwise noted.
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9. All dimensions are to the centerline of the road unless otherwise noted.
10. All dimensions are to the centerline of the road unless otherwise noted.

TABLE

NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAN	11/15/13
2	REVISED PLAN	11/15/13
3	REVISED PLAN	11/15/13
4	REVISED PLAN	11/15/13
5	REVISED PLAN	11/15/13
6	REVISED PLAN	11/15/13
7	REVISED PLAN	11/15/13
8	REVISED PLAN	11/15/13
9	REVISED PLAN	11/15/13
10	REVISED PLAN	11/15/13

**MASTER PLANNED
UNIT DEVELOPMENT
EPCO RANCH NORTH**
Pasco County, Florida
Zoning Petition Number RZ-7104

Resubmitted For:
STANDARD PACIFIC HOMES
405 N. Road Street, Suite 432
Tampa, Florida 33609
813.286.7125

CLASAMVIEW
11700 N. Highway 19, Suite 100
Tampa, Florida 33613
813.286.7125

PREPARED BY:
CLASAMVIEW
11700 N. Highway 19, Suite 100
Tampa, Florida 33613
813.286.7125

DATE:
11/15/13

SHEET 1 OF 5

BCC
NOV 05 2014
APPROVED