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**DEVELOPMENT AGREEMENT BETWEEN
PASCO COUNTY AND BEHNKE LAND TRUST NUMBER ONE
FOR
LEGACY MASTER PLANNED UNIT DEVELOPMENT**

PAULA S. O'NEIL, PASCO CLERK & COMPTROLLER
01/14/10 01:35pm 1 of 52
OR BK 8251 PG 528

THIS DEVELOPMENT AGREEMENT (the "Agreement") 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 BEHNKE LAND TRUST NUMBER ONE, referred to herein as "OWNER."

WITNESSETH:

WHEREAS, the COUNTY is authorized by the Florida Local Government Development Agreement Act, sections 163.3220-163.3243, Florida Statutes, and section 403 of the Pasco County Land Development Code (the "Code") 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 December 18, 2007, Pasco County approved, with conditions, Rezoning Petition No. 6668, filed by OWNER, seeking a change in zoning from an A-C Agricultural District to an Master Planned Unit Development District ("MPUD") for a proposed development known as Legacy Master Planned Unit Development, located on a parcel of real property in Pasco County, Florida, legally described in Exhibit "A", attached hereto (the "Property"), and incorporated herein by reference; and

WHEREAS, the COUNTY'S conditions of approval of the rezoning petition imposed transportation exactions which OWNER objected to; and

WHEREAS, OWNER filed a request for relief under the Florida Land Use and Environmental Dispute Resolution Act, section 70.51, Florida Statutes, hereinafter the “Act”, contending the required exactions were unauthorized, unconstitutional and unduly burdened the Property; and

WHEREAS, the COUNTY and OWNER mediated the dispute before a Special Magistrate, as provided by the Act, and reached an agreement to resolve the dispute, pursuant to which the Special Magistrate recommended the COUNTY approve and enter into with OWNER a development agreement pursuant to sections 163.3220-163.3243, Florida Statutes, the terms and conditions of which are set forth herein; and

WHEREAS, the development agreement contemplates initiation by the COUNTY of an amendment of the Future Land Use Plan category of the Property to Planned Development (“PD”), and amendment of the previously approved MPUD Master Development Plan and conditions of approval (hereafter the “Project”); and

WHEREAS, it is the intent of the COUNTY and OWNER that satisfaction, performance, and the implementation of this Agreement will be in full and final settlement of any and all claims that OWNER may have against the COUNTY arising from the approval and adoption of the conditions of the Legacy MPUD approval of December 18, 2007, as amended by this agreement; and

WHEREAS, The COUNTY and OWNER agree and acknowledge that the period of limitations applicable to all such claims have been and will continue to be tolled until such time as all conditions precedent to satisfaction of this development agreement have been fully satisfied.

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

A. WHEREAS CLAUSES

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

B. PURPOSE

It is the purpose and intent of this Agreement to further set forth terms and conditions of the development approval of the Project as revised hereunder. All terms and conditions of this development agreement shall be interpreted in a manner consistent with, and in furtherance of, the intent and purposes as set forth herein.

C. GENERAL REQUIREMENTS

1. Legal Description: The land subject to this development agreement is identified on Exhibit "A". The holder of legal title is Behnke Land Trust Number One. Pursuant to Section 163.3239, Florida Statutes, the benefits and burdens of this Agreement shall be binding upon and inure to Behnke Land Trust Number One and all successors in interest to the Agreement, and it shall run with the land.

2. Duration: Subject to any conditions precedent or termination provisions herein or mutual agreement, the term of this development agreement shall be twenty (20) years from the date both parties have approved and executed this Agreement.

3. Development Uses of Land: The Property is designated as a Master Planned Unit Development ("MPUD"), under the Code, which allows those uses set forth under this Agreement and the MPUD conditions of approval.

4. Public Facilities: Adequate transportation facilities for the Project will be provided by internal roads and the surrounding public road network, primarily State Road ("S.R.") 54, as well as through other roadway and mobility improvements in the COUNTY'S Capital Improvements Program ("CIP") and Capital Improvements Element ("CIE"). Adequate potable water and wastewater services for the Project are available through the COUNTY'S existing water and sewer lines along S.R. 54, subject to a Utilities Service Agreement with the COUNTY. Adequate solid waste 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 OWNER in accordance with the terms and conditions of the COUNTY'S approved construction plans and satisfaction of all County, State, and Federal regulations. Other public facilities, such as transit, fire/EMS, parks, libraries, schools, and law enforcement, shall be addressed for the Project in accordance with the MPUD conditions of approval, and applicable provisions of the Land Development Code, Code of Ordinances, and Comprehensive Plan.

5. Reservations or Dedications for Public Purposes: All reservations and dedications for public purposes shall be provided only as set forth in this Agreement.
6. Local Development Permits Needed: Subject to paragraph C.7 of this Agreement, the OWNER shall obtain any necessary further County development approvals in accordance with the Code prior to the construction of the Project.
7. County Laws and Policies Governing Development: Except as otherwise provided hereafter, the land use types, densities and intensities of use approved hereunder together with the traffic impact equivalencies thereof are deemed vested for the duration of this Agreement. Specifically, the County laws and policies governing transportation concurrency and impact mitigation, critical wildlife linkages, access management (except as otherwise provided herein), land preservation or dedication for road right-of-way and other roadway related facilities (such as drainage, floodplain compensation, open space, wetland preservation, wetland mitigation, and tree protection facilities associated with roadways), shall be those in effect as of December 18, 2007; such vesting shall expire on December 31, 2020 for transportation concurrency laws and policies and on the expiration date of this Agreement for other laws and policies. This Agreement shall not vest OWNER with respect to impact or mobility fees (except to the extent they include assessment for the rights-of-way donated hereunder), transit oriented design regulations, or generally applicable laws relating to generation of revenue, such as taxes, special assessments and user fees, or any concurrency or development impact mitigation regulations other than transportation. Vesting for all other regulations adopted after December 18, 2007 will be

governed by section 163.3233, Florida Statutes, and the County's vested rights regulations, which include common law vesting. Nothing herein shall constitute waiver of OWNER's rights to assert vested rights or equitable estoppel in a judicial forum based on Florida common law once any required, non-futile administrative remedies have been exhausted. Owner reserves the right to elect to be governed by any County laws and policies enacted after December 18, 2007. Nothing in this paragraph exempts the OWNER from obtaining all other permits required by other agencies with jurisdiction over the Project.

8. Consistency Finding: The COUNTY finds that, with amendment of the Future Land Use Map as provided hereafter and amendment of the MPUD Master Development Plan as provided in Exhibit "B" and the MPUD conditions of approval as provided in Exhibit "C", the Project will be consistent with applicable provisions of the Pasco County Comprehensive Plan and applicable land development regulations.

9. 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 this Agreement and within the conditions of approval for Rezoning Petition No. 6668, as amended pursuant to Exhibit "C" of this Agreement.

10. Compliance with Legal Requirements and Permitting: Except as otherwise provided in paragraph C.7. of this Agreement, the failure of this Agreement to address a particular permit, condition, term, or restriction in existence at the time of approval of this Agreement shall not relieve the OWNER of the necessity of complying with the law governing the said permitting requirement, condition, term, or restriction..

11. Zoning, Comprehensive Plan and Critical Wildlife Corridor Issues: The Project is currently designated Residential-3 ("RES-3") under the Future Land Use Map of the Pasco County Comprehensive Plan. The Project is zoned Master Planned Unit Development ("MPUD") under the Code. Immediately upon approval and execution of this Agreement by both parties, the County, with the cooperation of

the OWNER, shall initiate, diligently process, and take final action on, an amendment to the Future Land Use Map, as applied to the Property, to change the land use plan designation to Planned Development ("PD") consistent with the Revised Master Development Plan and Amended MPUD Conditions of Approval attached hereto as Exhibits "B" and "C". This amendment shall be processed and final action taken thereon pursuant to sections 70.051(26) and 163.3184(16)(d), Florida Statutes, without regard to the twice-a-year limit on plan amendments.

Immediately upon approval and execution of this Agreement by both parties, the County, in accordance with the procedures in section 303.2 of the Code and with the cooperation of the OWNER, shall initiate, diligently process, and take final action on, an amendment to the currently approved MPUD zoning of the Project to conform said zoning and conditions of approval to this Agreement, to the PD land use designation contemplated hereunder, and to the Revised Master Development Plan and Amended MPUD Conditions of Approval attached hereto as Exhibits "B" and "C". The final adoption hearing for the MPUD zoning amendment shall be on the same date as the final adoption hearing for the Plan amendment.

The County hereby waives any and all fees otherwise chargeable for the filing and processing of both the Plan amendment and MPUD zoning amendment, and agrees to either (1) provide, at the County's expense, any additional data and analysis required to support the Plan amendment and MPUD zoning amendment that has not already been provided by the OWNER as of the execution date of this Agreement, or (2) obtain relief from the requirement to provide such data and analysis pursuant to section 70.051(26), Florida Statutes, the Pasco County Land Development Code, or other applicable law.

The conditions of approval for Rezoning Petition No. 6668 required OWNER to dedicate an 1,100-foot critical wildlife corridor linkage by way of a conservation easement as depicted in Exhibits B1 and B2 to the Amended MPUD Conditions of Approval attached hereto as Exhibit "C". OWNER is agreeable to such condition provided that it is able to utilize the upland remnant portion of such linkage for floodplain

compensation purposes in connection with the development of the Property. The COUNTY is agreeable to and hereby authorizes such use consistent with Exhibits B1 and B2 to the Amended MPUD Conditions of Approval attached hereto as Exhibit "C" attached hereto and subject to the review and approval of the Southwest Florida Water Management District.

Immediately upon approval and execution of this Agreement by both parties, OWNER shall provide the County with land use or planning data and reports in its possession relating to the property that would provide support for the plan and zoning amendment, including the Legacy Traffic Impact Study dated November 16, 2005, and the Legacy Turn Lane and Proportionate Share Study dated September 11, 2009, which is consistent with the Revised Master Development Plan, Amended MPUD Conditions of Approval and Permitted Land Uses attached hereto as Exhibits "B" and "C", respectively. The foregoing, together with the information, data, and reports previously submitted by OWNER in connection with the initial MPUD rezoning are deemed sufficient and complete to satisfy the plan amendment and MPUD zoning amendment submittal requirements, and no additional submittals shall be required by the County as a precondition to the initiation and processing to conclusion of either the Plan Amendment or the MPUD zoning amendment. The plan and MPUD zoning amendments, including conditions of approval, shall conform to and be consistent with this Agreement and these exhibits. The zoning amendment shall become effective upon final adoption of the plan amendment.

D. AMENDMENT OF THE MPUD CONDITIONS

1. General: The Legacy Master Planned Unit Development Conditions of Approval Rezoning Petition No. 6668 shall be amended as set forth in the Amended MPUD Conditions of Approval attached hereto and made a part hereof as Exhibit "C".

E. AMENDMENT OF THE MPUD MASTER PLAN

1. General: The approved MPUD Master Development Plan shall be amended consistent with the Revised MPUD Master Development Plan attached hereto and made part hereof as Exhibit "B".

2. It is the intent of this Agreement that OWNER have geographic flexibility to locate the land uses authorized hereunder within the overall project subject to the restrictions on the MPUD Master Development Plan, the MPUD conditions of approval, and applicable open space, set back, landscaping, buffer and other site development regulations, and to exchange between individual land use types based on vehicle traffic trip equivalencies for individual land use types.

F. PROPORTIONATE FAIR SHARE TRAFFIC MITIGATION

1. General: The transportation concurrency impacts for a particular increment of the development contemplated hereunder shall be deemed fully mitigated by the donation of right of way required by the MPUD conditions of approval and payment to the COUNTY of applicable transportation impact or mobility fees otherwise chargeable by the COUNTY.

G. TRAFFIC STUDY

In connection with the original MPUD rezoning, the Legacy Transportation Improvement Study, dated November 11, 2005, was submitted and accepted by the County. In connection with this Agreement, further transportation analysis entitled Legacy Turn Lane and Proportionate Share Analysis, dated September 11, 2009, was submitted and accepted by the County. These transportation analyses are deemed sufficient and no further transportation concurrency analysis is required in support of the plan or MPUD amendments or this Agreement. Unless OWNER seeks preliminary plan/preliminary site plan approval of development that cumulatively generates materially greater traffic impacts than those assumed for the overall

Project as a whole, no further concurrency traffic studies may be required from the OWNER in support of the Project through December 31, 2020.

Additional access management analysis/improvements may be required at the time of preliminary plan/preliminary site plan approval if the uses proposed in the preliminary plan/preliminary site plan will generate driveway traffic trip characteristics at any particular driveway that are materially different than those assumed in the Legacy Turn Lane and Proportionate Share Analysis, or if the County Engineer determines, pursuant to section 618.3 of the Land Development Code (1) that the information in the Legacy Turn Lane and Proportionate Share Analysis is inadequate to determine compliance with the County's access management regulations (in effect on December 18, 2007), or (2) that the analysis or improvements are necessary to protect the public health, safety or general welfare.

H. CREDITS FOR TRANSPORTATION EXACTIONS

In the event the County adopts a transportation impact or mobility fee which includes assessment for roadway right-of-way and/or roadway related right-of-way or facilities for drainage and floodplain compensation for Tower Road and/or the North-South Road, OWNER shall be entitled to credit against such fees for the roadway and roadway related right-of-way donation required hereunder, subject to the requirements of the applicable transportation impact fee or mobility fee ordinance. If the OWNER obtains transportation impact fee or mobility fee credits for any portion of the right-of-way, and has also obtained favorable tax treatment for the donation of such right of way pursuant to paragraph K., the OWNER shall bear responsibility (including defending, indemnifying, and holding the County harmless) for: (1) the reporting of such credits to the Internal Revenue Service (or other applicable tax reporting entity), if such reporting is required by law, and (2) any taxes or penalties associated with such credits.

TIME FOR COMPLETION

If the plan amendment and MPUD zoning amendment are not finally approved and non-appealable, on terms and conditions consistent with this Agreement within one (1) year of the date of execution of this Agreement by both parties, OWNER may elect to terminate this Agreement.

I. CONCURRENCY CERTIFICATE EXTENSION

Based on the Legacy Turn Lane and Proportionate Share Analysis, the initial concurrency certificate for transportation concurrency is hereby extended until December 31, 2020.

J. CONDITIONS PRECEDENT

The following are conditions precedent either to this Agreement or to development under this Agreement as is appropriate to the context: (i) final, non-appealable amendment of the Legacy MPUD Master Development Plan and Conditions of Approval consistent with this Agreement; and (ii) final adoption by the COUNTY of the plan amendment contemplated hereunder on terms and conditions that are consistent with this Agreement, and a final, non-appealable determination by the Department of Community Affairs that the plan amendment is in compliance with the requirements of chapter 163, Florida Statutes.

K. COOPERATION REGARDING TAX TREATMENT OF PROPORTIONATE SHARE CONTRIBUTIONS

The County has requested that OWNER and Owner has agreed to donate the critical wildlife corridor linkage and roadway right-of-way and roadway related right-of-way for drainage and floodplain compensation for Tower Road and the North-South Road as provided in the Amended MPUD Conditions of Approval attached hereto as Exhibit "C". Upon request, the COUNTY shall take such steps as are reasonably necessary to enable OWNER to secure favorable tax treatment of such donations. However, if the COUNTY has provided, or unconditionally agreed to provide, transportation impact fee or mobility fee credits for the

roadway right-of-way or the roadway related right-of-way pursuant to paragraph H., the COUNTY shall not be required to take any steps to secure favorable tax treatment for the creditable portion of the right-of-way.

L. GENERAL PROVISIONS

1. Independent Capacity: OWNER and any consultants, contractors, or agents are, and shall be, in the performance of all work, services, and activities under this Agreement, independent contractors, and not employees, agents, or servants of the COUNTY or joint venturers with the COUNTY. OWNER does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Agreement. The COUNTY shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to OWNER in connection with the Project, or for debts or claims accruing to such parties against OWNER. 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 OWNER as a result of the Project.

2. Termination: Either party may terminate this Agreement upon the others failure to comply with the terms and conditions of this Agreement. The party seeking to terminate shall provide OWNER with a written Notice of Termination, stating the party's intent to terminate and describing those terms and conditions with which the other party has failed to comply. If the party against whom termination is sought 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 party seeking termination may terminate this Agreement immediately without further notice. This paragraph is not intended to replace any other legal or equitable remedies available to the parties under Florida law, but it is in addition thereto.

3. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this Agreement, including notice of termination, such notice shall be given by certified mail, return receipt requested. The said notice shall be deemed given when it is deposited in the U.S. Mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows: Behnke Land Trust Number One, c/o Brickleyer, Smolker & Bolves, P.A., 500 East Kennedy Boulevard, Suite 200, Tampa, Florida 33602 with copies to Jean Behnke, 14325 Black Lake Road, Odessa, Florida 33556 and Ann Behnke Pepper, 1533 North Arcadia Avenue, Arcadia, Florida 34266; and to Pasco County c/o County Administrator, West Pasco Government Center, Suite 340, 7530 Little Road, New Port Richey, Florida 34654. These addresses may be changed by giving notice as provided for in this paragraph.

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

5. Modification. Neither this Agreement, nor any portion hereof, may be waived, modified, amended, discharged, or 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.

6. Release. If all the Conditions Precedent to this Agreement, as provided in paragraph K of this Agreement, are met within one (1) year of the date of execution of this Agreement by both parties and the terms and conditions of each such non-appealable approval are satisfactory to OWNER, and in no other event, OWNER, on behalf of itself, and any predecessor or successor, releases the COUNTY, its officers,

employees, and each of their respective successors, heirs, and assigns (the "Released Parties") jointly and severally, of and from any and all rights, claims, demands, damages, actions, and causes of action, of any nature whatsoever, whether arising at law or in equity, whether known or unknown, matured or immature, which OWNER may have had, may now have, or may hereinafter have against the said Released Parties arising out facts, circumstances, or conditions imposed by the December 18, 2007 approval and adoption by the Pasco County Board of County Commissioners of Petition No. 6668, MPUD zoning plan, with conditions, known as the Legacy MPUD, as amended pursuant to this Agreement.

7. Waiver: The failure of any party to this Agreement 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 Agreement shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct.

8. Contract Execution: This Agreement 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 and the male gender shall include the female gender, the neuter, and vice versa.

10. Headings: All article and descriptive headings of paragraphs in this Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement; and in the event any ambiguity should be realized in the construction or interpretation of this Agreement, the result of such ambiguity shall be equally assumed and realized by each of the parties to this Agreement.

13. Cancellation: This Agreement may be canceled by mutual consent of the parties to the Agreement.

14. Third Party Beneficiaries: Nothing in this Agreement shall be construed to benefit any person or entity not a party or successor in interest to a party to this Agreement.

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

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

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

18. Successors and Assigns: The terms of this Agreement shall run with the land and be binding upon the OWNER and its successors and assigns. The OWNER may assign this Agreement and all its rights and obligations hereunder 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 purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant.

19. Force Majeure: In the event the OWNER'S or COUNTY'S performance of this Agreement is prevented or interrupted by consequence of an act of God; public enemy; national emergency; governmental restriction upon the use or availability of labor or materials; civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty, disaster, or catastrophe; judgment, restraining order, or injunction of any court, OWNER or the COUNTY shall not be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts the OWNER'S or COUNTY'S performance of this Agreement as reasonably determined by the other party. This paragraph shall not apply to force majeure events caused by OWNER or under OWNER'S control, or caused by the COUNTY or under the COUNTY'S control, as applicable. In the event that performance by the OWNER or COUNTY of the commitments set forth in this Agreement shall be interrupted or delayed in connection with acquisition of necessary governmental permits, or approvals, and which interruption or delay is caused through no fault of the party with a delayed performance, then the party with a delayed performance shall submit documentation to the other party regarding such event for review and concurrence. If such documentation shows that such event(s) have taken place, then the party with a delayed performance shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, provided, however, in no event shall any such extension exceed three (3) months. Any requested extensions beyond such three (3) month period may only be accomplished by an amendment to this Agreement.

20. Effective Date of Agreement: This Agreement shall be effective in accordance with Section 163.3239, Florida Statutes; provided, however, that the land use and development entitlements and related obligations set forth in this Agreement shall not be effective until the plan and MPUD zoning amendments are final.

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



Rhonda Sandar
PAULA S. O'NEIL, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA **APPROVED**

BY: *[Signature]* DEC 15 2009
PATRICIA MULIERI, Ed.D., CHAIRMAN
Michel Cox, Vice Chairman **BOCC**
Date: December 15, 2009

WITNESSES:

Rosalie Wynick

Gerard P. Parker

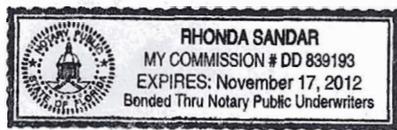
STATE OF Florida
COUNTY Pinellas

BEHNKE LAND TRUST NUMBER ONE
BY: *Jean A. Behnke*
_____, TRUSTEE
Date: 01/12/10

The foregoing instrument was acknowledged before me this 1-12-10 (date), by Jean A. Behnke Trustee of Behnke Land Trust Number One, on behalf of the trust. He/she is personally known to me or has produced Fl. D.C. (type of identification) as identification.

Seal:

Rhonda Sandar
NOTARY



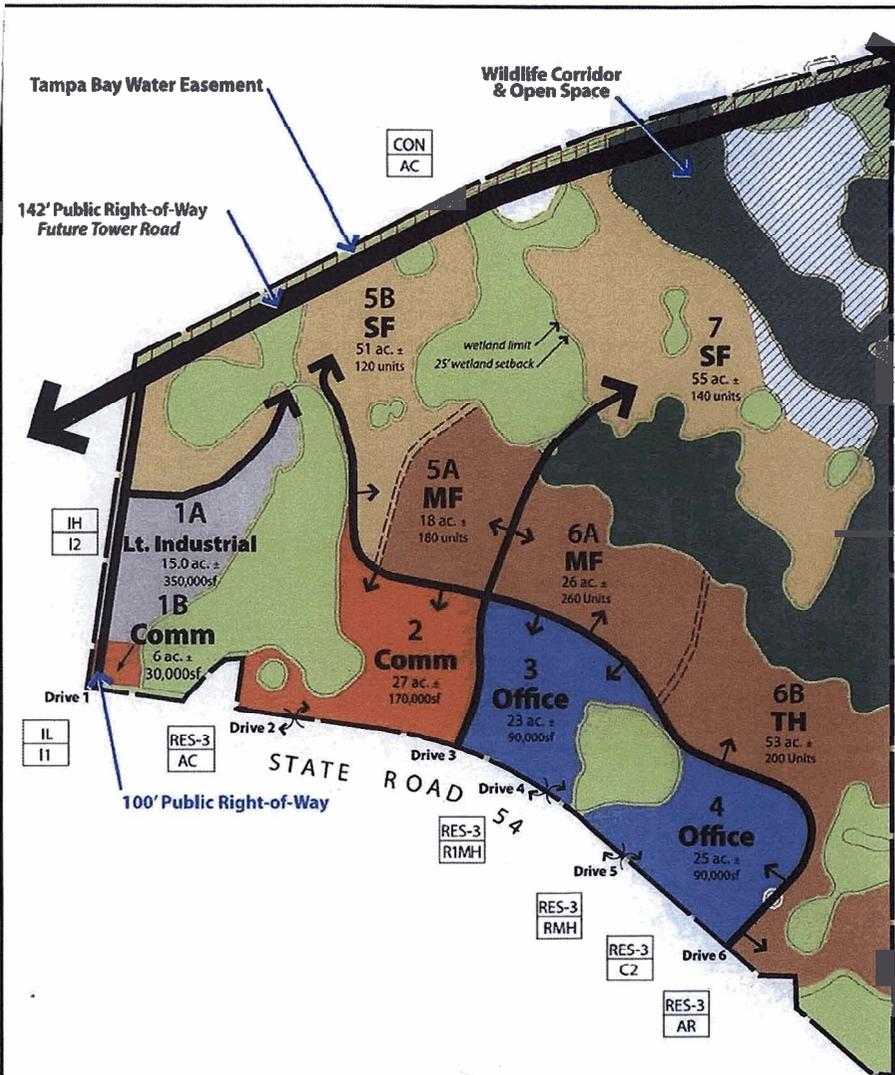
LEGAL DESCRIPTION (LEGACY):

A parcel of land lying within Sections 24, 25, 26 and 36, Township 26 South, Range 17 East, Pasco County, Florida being further described as follows:

COMMENCE at the East 1/4 Corner of Section 24 Township 26 South, Range 17 East, Pasco County Florida; thence $S00^{\circ}12'05''W$, along the East Line of the Southwest 1/4 of Section 24 Township 26 South, Range 17 East (being the basis of bearings for this legal description), for 428.33 feet to the point of intersection with the Northerly line of the former Seaboard Coastline Railroad right-of-way; thence $S72^{\circ}52'02''W$, along said Northerly line of the former Seaboard Coastline Railroad right-of-way, for 3,463.77 feet to the POINT OF BEGINNING; thence leaving said Northerly line of the former Seaboard Coastline Railroad right-of-way, $S00^{\circ}23'37''W$ along a line 3309.55 feet West of and parallel with the East boundary of Section 25 Township 26 South, Range 17 East, for 3,825.02 feet; thence continue along said line 3309.55 feet West of and parallel with said East boundary of section 25, $S00^{\circ}16'14''W$, for 3,277.64 feet to the point of intersection with the Southerly line of Tract 2 according to the plat of "Revised Map of Keystone Park Colony" as recorded in Plat Book 1, Page 64 of the Public Records of Pasco County Florida; thence leaving said line 3309.55 feet West of and parallel with the East boundary of said section 25, $N89^{\circ}08'18''W$ along said Southerly line of Tract 2, for 133.59 feet to the point of intersection with the Northerly right-of-way line of State Road 54 according to that certain State of Florida Department of Transportation right of way map for State Road 54, w.p. item\seg.:256337-1, prepared by Cumby and Fair, Inc., dated 10-13-1999. same being the point of intersection with a non-tangent curve concave Northeasterly; thence Southeasterly along the arc of said curve from a radial bearing of $S40^{\circ}19'04''W$, having a radius of 1785.19 feet, a central angle of $01^{\circ}20'58''$, an arc length of 42.04 feet, and a chord bearing $N49^{\circ}00'27''W$ for 42.04 feet to the point of tangent; thence $N48^{\circ}21'08''W$ along said Northerly right-of-way line of State Road 54, for 640.78 feet to the point of intersection with the Westerly line of said Tract 2; thence leaving said Northerly right-of-way line of State Road 54 $N00^{\circ}21'12''E$ along said Westerly line of Tract 2, for 222.14 feet to the point of intersection with the Northerly line of Tract 3 according to said plat of "Revised Map of Keystone Park Colony"; thence $N89^{\circ}02'24''W$ along said Northerly Line of Tract 2, for 256.03 feet to the point of intersection with the Northerly right-of-way line of State Road 54 as described in Official Records Book 4926, Page 1228 of the Public Records of Pasco County Florida; thence the following (12) twelve courses along said Northerly right-of-way line of State Road 54; (1) thence $N48^{\circ}21'18''W$, for 1,596.81 feet to a point of curvature of a curve concave southwesterly; (2)thence northwesterly along the arc of said curve, having a radius of 2,634.51 feet, a central angle of $33^{\circ}31'20''$, an arc length of 1,541.38 feet, and a chord bearing $N65^{\circ}06'58''W$ for 1,519.49 feet to the point of tangent; (3)thence $N81^{\circ}52'38''W$, for 987.56 feet; (4)thence $N08^{\circ}07'22''E$, for 3.28 feet; (5)thence $N81^{\circ}52'27''W$, for 46.54 feet; (6) thence $N08^{\circ}22'17''E$, for 345.57 feet; thence (7) $S84^{\circ}41'06''W$, for 124.98 feet; thence (8) $S50^{\circ}56'38''W$, for 162.91 feet; thence (9) $S39^{\circ}19'24''W$, for 107.87 feet; thence (10) $S50^{\circ}17'42''W$, for 72.02 feet; thence (11) $S31^{\circ}04'25''W$, for 59.37 feet; thence (12) $N81^{\circ}52'38''W$, for 661.88 feet; thence leaving said Northerly right-of-way line of State Road 54; $N08^{\circ}34'47''E$, for 2,318.66 feet to the point of intersection with

said Northerly line of the former Seaboard Coastline Railroad right-of-way; thence the following three (3) courses along said Northerly line of the former Seaboard Coastline Railroad right-of-way; (1)thence N63°11'52"E, for 2,546.66 feet to a point of curvature of a curve concave southerly; (2)thence Easterly along the arc of said curve, having a radius of 5,789.58 feet, a central angle of 09°39'05", an arc length of 975.25 feet, and a chord bearing N68°01'25"E for 974.09 feet to the point of tangent; (3)thence N72°50'58"E, for 2,117.62 feet to the POINT OF BEGINNING.

Containing 23,275,245 square feet or 534.326 acres, more or less.



Legacy MPUD - Land Use Data Table

Parcel	Land Use	Acres (2)	Amount (3)	Density/Intensity (4)
1A	Lt. Industrial	15	350,000 sf	0.54 FAR
1B	Commercial	6	30,000 sf	0.11 FAR
2	Commercial	27	170,000 sf	0.14 FAR
3	Office	23	90,000 sf	0.09 FAR
4	Office	25	90,000 sf	0.08 FAR
5A	Residential-Multifamily	18	180 du	10 units/acre
5B	Residential-Single Family detached	51	120 du	2.4 units/acre
6A	Residential-Multifamily	26	260 du	10 units/acre
6B	Residential-Townhouse	53	200 du	3.8 units/acre
7	Residential-Single Family detached	55	140 du	2.5 units/acre
Developable Area: 299				
Wetlands (5)				
Open Space (6)				
Tampa Bay Water Easement				
Future Public Road R/W (7)				
Total Project Site: 534				

Table Notes:

- The maximum number of single-family detached residential units which may be constructed in the project is 550 units. All single-family detached units in excess of 360 units (up to an additional maximum of 190 units) shall be developed in accordance with the Traditional Neighborhood Design standards.
- Limits and areas of development parcels are approximate and subject to change following final environmental review, detailed engineering and agency review and permitting.
- Represents estimated maximum development within parcel.
- Density/Intensity by parcel is approximate and based on gross area. Areas deemed necessary for stormwater management, floodplain impact and compensation, buffers, required Neighborhood Park areas, local roads and other land requirements may alter final density/intensity.
- Approximate acreage subject to change following jurisdictional acceptance, permitted impact and mitigation. Wetland classifications as defined by the Comprehensive Plan are shown on figure.
- Includes upland areas with designated wildlife corridor and along future road r/w; however, does not include wetland buffers, required buffers or required yards/setbacks within development parcels. Areas designated as Open Space on this plan may be used for stormwater management facilities, wetland mitigation areas, or flood plain compensation areas.
- Includes required public road dedication for north/south road (4.7bc +/-) and future Tower Road r/w (18.Sac +/-). Area is approximate and subject to change following roadway design, stormwater retention requirements, wetland mitigation impacts, floodplain impacts and compensation areas.

Legacy MPUD - General Notes

Open Space -
To comply with the PD Plan Category Open Space Requirement, the total Open Space shall be composed of Open Space, Tampa Bay Water Easement, Future Public Road Right-of-Way all as shown in the Land Use Data Table above; Class 2 and 3 Wetlands; and may also include other lands designated as Open Space located within development parcels. The project's total Open Space will be a minimum of 90 acres, which is 25% of the project's developable acreage.

Wildlife Corridor -
The Wildlife Corridor and Open Space includes uplands which may be used for drainage areas, floodplain compensation or other mitigation construction. Any open water areas within the Wildlife Corridor are subject to review and approval by the Development Review Division (DRD) and the County Biologist. No other construction or use will be permitted in the Wildlife Corridor.

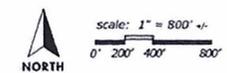
Access -
Drive 1: Left In, Right In / Right Out access
Drives 2, 4, 5 and 6: Right In / Right Out only access
Drive 3: Full access driveway aligned with existing median opening on SR 54

Permitted Land Uses -
The land uses allowed in the MPUD include residential uses, office uses, neighborhood and general commercial uses, light industrial uses and targeted businesses; the specific uses in each category are shown on the Exhibit of Legacy MPUD Allowable Land Uses.

The general locations for land uses are shown on this MPUD Master Plan and land uses may be exchanged between and among any parcels consistent with the Land Use Trade-Off Table. Land use exchanges shall not be subject to either the minor or substantial modification processes of the MPUD Zoning District but may proceed upon submittal of an exchange request to and approval by the Zoning Administrator. Approval by the Zoning Administrator shall be limited to a review of the trip generation trade-off calculations.

Project Phasing -
The timing of development of specific land uses and development parcels may proceed as determined by the developer. There is no required geographic phasing for the project. The development parcels shown on the Master Plan do not imply or require phasing of any type.

Legacy MPUD



LEGEND

- Property Boundary
- 25' Wetland Setback
- Wetlands Category 1:
- Category 2 & 3:
- Open Space
- SF Single Family Residential
- TH Townhome/MF Multifamily
- Office
- Comm Commercial
- Proposed Access
- Proposed Roadway
- Proposed Wildlife Corridor
- Future Land Use RES-3
- Existing Zoning AC
- Lt. Industrial

MPUD Master Development Plan

Figure 9

August 2009

plan\legacy 2131\Figure9.mxd

ZONING PETITION REVIEW REPORT

TO:	Pasco County Planning Commission	FILE: ZN10-6668
		PETITION #6668
		Commission District #3
FROM:	Debra M. Zampetti Zoning/Code Compliance Administrator	Development Review Committee Hearing Date: 10/22/09, NPR
SUBJECT:	Rezoning Request South Central Pasco County	Planning Commission Hearing Date: 11/4/09, DC
APPLICANT:	BEHNKE LAND TRUST NUMBER ONE/LEGACY MPUD	Board of County Commissioners Hearing Date: 12/15/09, NPR
		TAZ #107

PETITION SUMMARY:

Petition No. 6668 in the name of Behnke Land Trust Number One/Legacy MPUD has been filed for a substantial change to an MPUD Master Planned Unit Development District pursuant to a Settlement Agreement. The property is located on the north side S.R. 54, approximately three-quarters mile east of Gunn Highway (C.R. 587) (Parcel ID Nos. 23-26-17-0000-00200-0000, 24-26-17-0000-00200-0000, 25-26-17-0000-00100-0020, and 36-26-17-0010-0NW02-0000) and contains 534.32 acres, m.o.l.

Project Name:	Legacy
Future Land Use Classification:	PD (Planned Development)
Water/Sewage:	Central (Pasco)/Central (Pasco)
No. of Dwelling Units:	785 (Subject to use of Trade Off Matrix)
Type of Dwelling Units:	Single-Family Detached (550 du), Single-Family Attached (Townhouses) (60 du), Multi-Family (175 du)
Commercial Acres/Square Feet:	200,000 s.f.
Office Square Feet:	184,000 s.f.
Light Industrial Square Feet:	350,000 s.f.

The surrounding zoning districts and land uses are as follows:

	<u>Zoning District</u>	<u>Land Use</u>
North:	A-C Agricultural	Starkey Preserve
East:	MPUD, Master Planned Unit Development; A-C Agricultural	Undeveloped
South:	A-C Agricultural	S.R. 54
West:	I-2, General Industrial Park	PAWS Recycling

BACKGROUND:

1. On December 18, 2007, the BCC approved the Legacy MPUD Master Planned Unit Development, Petition No. 6668.
2. Behnke Land Trust Number One, the property owner, objected to the conditions of approval imposing transportation and other exactions and filed a request for relief under the Florida Land Use and Environmental Dispute Resolution Act, Section 70.51, Florida Statutes. The property owner contended that the required exactions were unauthorized, unconstitutional and unduly burdened the Property. The property owner and Pasco County mediated the dispute before a Special Magistrate and reached an agreement to resolve the dispute with a Development Agreement between the parties. The Development Agreement contemplates that Pasco County will initiate a Land Use Plan Amendment to the PD Plan Category and an amendment to the

previously approved MPUD Master Development Plan and conditions of approval.

FINDINGS OF FACT:

1. The applicant and Pasco County are proposing to amend the currently approved master plan from 860 single-family detached and attached units to a mixed use project consisting of residential, office, retail and light industrial uses in accordance with the entitlements listed above.
2. Presently, the subject site is vacant.
3. Access to the property is from S.R. 54 located in a Florida Department of Transportation-maintained district, which has 250 feet of right-of-way with 135 feet of pavement, and has been designated a six-lane arterial facility on Map 7-22, 2025 Future Number of Lanes, and Map 7-24, 2025 Future Roadway Functional Classification, of the Comprehensive Plan.
4. The subject property is located in Flood Zones "X" and "AE," and development within these areas are subject to the requirements of Article 700, Flood Damage Prevention, of the Land Development Code.
5. The surrounding area is characterized by agricultural and residential zonings.
6. Water and sewer are to be serviced by Pasco County Utilities Water and Sewer Department.
7. On May 10, 2005, the Board of County Commissioners adopted the Corridor Preservation Tables in the Transportation Element of the Comprehensive Plan necessitating the preservation of right-of-way along certain roadways.

8. Staff has reviewed the applicant's request and finds the following:

The proposed plan amendment along the S.R. 54 transportation corridor represents the type of emerging development trend toward mixed- use and employment center projects the County supports in the South Market area. The mixed- use nature of the project provides employment opportunities and shopping convenience for residents living within Legacy. In addition, the proposed development provides a variety of housing options including single-family detached, townhouse and multifamily units.

The vision for the South Market area is one that capitalizes on its distinct and dual role as the gateway to and from Pasco County. The proposed development achieves the goals and vision of the ULI Report for the South Market Area.

The South Market area will be the premier location for employers in Pasco County. Here, commercial office should be dense and vertical, supported by a good road system and a transit system. This area should attract mixed-use development, including attached for sale housing, apartments, neighborhood retail, and office buildings of various heights.

The County is working in partnership with TBARTA to develop an intensive transit program along the SR 54 Corridor. Currently, TBARTA's Adopted Master Plan Vision anticipated S.R. 54 to have express bus managed lanes. The County has committed to adding Bus Rapid Transit (BRT) or Light Rail.

The proposed development is adjacent to the Northwest quadrant of a major node of the S.R. 54 and the Suncoast Expressway interchange. The area is envisioned to be a major activity center with Regional significance.

Development in this activity center shall follow Transit Oriented Development (TOD) design principles that encourage compact, mixed-use and pedestrian-friendly neighborhoods with a variety of housing types, employment centers, retail, entertainment, parks and civic facilities within a 5 to 10 minute walk from the transit station.

The proposed amended master plan addresses the County's vision for the South Market Area.

MPUD Master Planned Unit Development amendments must be reviewed in accordance with Section 522.6, Modifications, of the Pasco County Land Development Code (LDC) to determine if the proposed changes area substantial. A substantial change is deemed to exist where:

1. "There is a proposed increase of greater than five percent in the total number of dwelling units proposed for the MPUD Master Planned Unit Development."
FINDING: The total number of dwelling units are increasing from 860 dwelling units to 900 dwelling units, a 4.7 percent increase.
2. "There is a proposed major redistribution of density within individual phases of the MPUD Master Planned Unit Development."
FINDING: A major redistribution of density is proposed to create a mixed use development.
3. "There is a decrease of proposed preservation or conservation areas involving more than five percent of the original area set forth in the MPUD Master Planned Unit Development Plan."
FINDING: There is no decrease of proposed preservation or conservation areas.
4. "There is an increase in the size of areas proposed for nonresidential uses of more than five percent."
FINDING: Nonresidential uses were not proposed in the original MPUD Master Planned Unit Development Plan and are being introduced into the amended master plan.
5. "There is a substantial increase in the adverse impact of the development due to modifications or failure to comply with conditions or stipulations authorized in the original approval."
FINDING: N/A

RECOMMENDATION:

The Zoning/Site Development Department staff recommends that the DRC approve Alternate No. 1. Based upon the foregoing and the criteria established within the Pasco County LDC, Section 522.6, Modifications, the Zoning/Site Development Department staff has determined that the proposed amendment does constitute a substantial change.

ATTACHMENTS:

1. Visuals
2. Master Plan
3. Legacy MPUD Master Planned Unit Development Conditions of Approval, Rezoning Petition No. 6668
4. Exhibit D – Land Use Exchange Matrix

DEVELOPMENT REVIEW COMMITTEE ACTION: (10/22/09)

Approval of Staff Recommendation with Amended Conditions

AMENDED CONDITIONS:

48. All site plans and plats generated and/or submitted by the applicants/developers during the course of permitting and development activities shall show the locations of the Tampa Bay Water transmission mains/pipeline easements and the location of all Tampa Bay Water infrastructure located therein. The applicants/developers shall **provide Tampa Bay Water with copies of all such site plans and plats of their submittal to the County and shall demonstrate to Tampa Bay Water's reasonable satisfaction** that development activities will not cause any adverse impact to existing and future Tampa Bay Water infrastructure located within Tampa Bay Water's easements, or otherwise interfere with Tampa Bay Water's rights pursuant to its easements.
50. The development design standards are as follows:
 - a. Single-Family Detached
 - (1) Minimum Lot Width of 45 Feet*
 - (2) Minimum Lot Depth of 100 Feet
 - (3) Minimum Front-Yard Setback of 20 Feet

- (4) Minimum Side-Yard Setback of 7.5 Feet*
- (5) Minimum Rear-Yard Setback of 15 Feet
- (6) Minimum Lot Area of 5,000 Square Feet
- (7) Maximum Lot Coverage of 55 Percent—Principal Structure
- (8) Maximum Lot Coverage of 20 Percent—Accessory Structure
- (9) Prior to the first preliminary plan approval in Parcel 5A, the applicant shall declare whether or not their total single family units will exceed 360 dwelling units. If the applicant elects to exceed 360 dwelling units, then any additional single family shall be developed as part of a small mixed use Traditional Neighborhood Development, in accordance with the County's TND regulations, to be located within the mixed use parcel created pursuant to Condition 2.c.
- (10) Single family detached development abutting any other use with the exception of single family development within Parcel 7, shall transition to the smallest available lot size, utilizing an urban grid system and design features.

*** Minimum lot width may be reduced to 40 feet with five foot side yards only if the project is developed as TND, in accordance with County regulations. Minimum side yard setbacks may be reduced to 5 feet if the following conditions are met:**

Prior to any construction on the lot, proper erosion and sedimentation controls shall be installed.

Lots that back up to drainage-retention areas and wetland areas shall be "Type B" graded with high points at the midpoint of the side lot line and slopes toward both the front and rear yards. Discharge into wetlands shall only be allowed where the wetlands are designed and permitted to receive discharge. A minimum 15-foot-wide drainage and access easement shall be provided along all rear lot lines. Drainage and access easements shall extend to the road right-of-way at block ends. Side-yard, cross-access easements shall be provided connecting the rear-yard easement to the front right-of-way.

Lots graded as "Type A" which back up to other lots shall require the installation of gutters on the sides and backs directing drainage to the front.

Lots graded as "Type B" or "Type C" which back up to other lots shall require that traffic-bearing grates be installed upon a Florida Department of Transportation (FDOT) inlet placed within each rear lot-line easement. Culverts connecting rear-yard inlets to acceptable outfalls shall be installed and shall be reinforced concrete pipe with premium sealed joints, designed to sustain an H-20 loading. A minimum 15-foot-wide drainage and access easement shall be provided along all rear lot lines. Drainage and access easements shall extend to the road right-of-way at block ends. Side-yard, cross-access easements shall be provided connecting the rear-yard easement to the front right-of-way.

Side-yard swales shall be sloped to create positive outfall to the front and/or rear of each lot with velocities no greater than allowable for grassed stabilization, as in the FDOT *Drainage Manual*.

A minimum 15-foot-wide drainage and access easement shall be provided along all rear lot lines. Drainage and access easements shall extend to the road right-of-way at block ends. Side-yard, cross-access easements shall be provided connecting the rear-yard easement to the front right-of-way.

A maintenance entity, other than and acceptable to the County, shall be designated to provide perpetual maintenance to all drainage and access easements. The approved maintenance entity shall provide annual inspections of side- and rear-yard easements and drainage facilities to verify that no modifications have been made to the grading and ground cover and to inspect any inlets and pipes to verify that no hydraulic restrictions exist. Any modification or hydraulic restriction observed at any time shall be corrected.

Additional inspections shall be performed if requested by an adjoining resident or the County. The maintenance entity shall have the right to file a lien to charge property owners for corrections or modifications and collect sufficient funds to perform required maintenance.

No obstruction/service equipment shall be permitted in the side yard between houses. This includes, but is not limited to, air conditioning systems, water softeners, pumps, fences, etc.

Walkways shall be allowed if they do not create any obstruction and are flush with grade.

Gutters and roof structures shall be installed so as to reduce direct discharge to the side-yard swales.

The engineer of record shall provide to Pasco County signed and sealed design calculations for each typical lot demonstrating compliance with Pasco County's drainage criteria. The typical site-grading plan shall identify elevations, grades, ground cover, allowable tolerances, and a quality-control plan addressing construction and postconstruction phases. In addition, the engineer of record shall inspect the lot upon completion of construction and complete the "as-built" certification, including the signature and sealing of the same, prior to the issuance of the Certificate of Occupancy (CO) or use of the structure associated with the lot.

g. Office development standards shall be in accordance with the PO-2, Professional Office, district, with the following exceptions:

- (1) Maximum building height shall not exceed 60 feet
- (2) Maximum of a single drive-aisle with parking on either side row of parking between buildings and front setback along S.R. 54, unless otherwise approved by the DRC
- (3) Exact building orientation/separation and parking field shall be determined prior to submittal of the preliminary plan/preliminary site plan review stage during the review of the conceptual plan
- (4) Office entitlements may not be reduced below 1500,000 square feet, however; office entitlements may be exchanged pursuant to MPUD condition No. 57.
- (5) The side and/or rear of office buildings shall be treated with architectural design standards similar to the front of the building, as determined by their location and reviewed by the Zoning and Site Development Department to provide walkable access from the retail and residential parcels.

k. Light industrial development standards shall be in accordance with the I-1, Light Industrial Park, district with the following exception:

- (1) Light industrial entitlements may not be increased pursuant to Condition No. 57. reduced below 100,000 square feet.
- (2) The 350,000 square feet of light industrial entitlements and the 28 acres of land area necessary to develop such entitlements may not be utilized or exchanged for residential land uses. Parcel 1A shall not be converted to residential use unless approved by the DRC.

51. The land use entitlements set forth in Condition No. 36 may be converted from one approved land use type to another in accordance with the Permitted Land Use and Land Use Trip Generation Table attached hereto as Exhibit D. All land use exchanges shall be submitted to the Zoning and Site Development Department for verification as to implementation in accordance with the Land Use Trip Generation Table together with an updated MPUD Master Planned Unit Development master plan. Should there be a discrepancy with regard to implementation of the Land Use Trip Generation Table or compatibility, then the matter shall be set for hearing before the Development Review Committee. The land use conversion entitlements set forth herein are subject to the following restrictions and limitations:

a. Commercial uses shall be in accordance with C-1 and C-2 uses with the exception of all conditional uses and the following:

- (1) New and preowned passenger and commercial vehicle, truck, trailer, motorcycle, boat, and recreational vehicle sales and leasing and incidental displays and/or storage and/or service departments;

- (2) Amusement Park;
- (3) Kennels (outdoor);
- (4) Lumber Yard;
- (5) Mortuary, Funeral Home, Crematorium;
- (6) Plant Nurseries (unless as an accessory use to larger general retail commercial use);
- (7) Sales of Pottery and Statues (unless as an accessory use to larger general retail commercial use);
- (8) Propane Sales (unless as an accessory use to larger general retail commercial use);
- (9) Septic Tank Sales and Installation;
- (10) Sod Sales;
- (11) Warehouse and General Storage (except for mini-storage warehouse uses in association with residential use);
- (12) **Travel Trailer Parks**

- 54. Development shall occur within the Project as shown on the Revised MPUD Master Development plan, unless otherwise authorized under Condition No 57 or otherwise stipulated or modified herein or in the Development Agreement contemporaneously entered into between the Developer and the County. **The Developer shall develop at least four of the land uses authorized hereunder, including at least three non-residential uses.**
- 55. If the County adopts generally applicable Transit Oriented Development requirements for the S.R. 54 corridor, such design standards shall supersede the design standards set forth above **with respect to any preliminary plans/preliminary site plans not previously approved as of the effective date of such design standards.**

STAFF RECOMMENDATION:

Approval of DRC Recommendation with Conditions

CONDITIONS:

Attached

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)
at Large

Notary Public, State of _____

PLANNING COMMISSION ACTION:

Approval of Staff Recommendation With An Amended Condition: 8 Ayes; 0 Nays

AMENDED CONDITION:

- 45. Finished floor elevations for all habitable structures shall be ~~at or above the 100-year floodplain elevation~~ **in accordance with the Land Development Code, as amended**. All preliminary plan/preliminary site plan submittals shall provide 100-year flood elevation data.

BOARD OF COUNTY COMMISSIONERS ACTION:

**LEGACY
MASTER PLANNED UNIT DEVELOPMENT
AMENDED CONDITIONS OF APPROVAL
REZONING PETITION NO. 6668**

Master Development Plans

1. Development shall be in accordance with the application, plans, and information submitted December 12, 2005, as amended by the Revised MPUD Master Development Plan attached hereto as Exhibit A unless otherwise stipulated or modified herein or by the Development Agreement contemporaneously entered into between the developer and the County (hereafter the "Project"). The Revised MPUD Master Development Plan approved hereunder authorizes the following land uses: (i) 260 single-family dwelling units,; (ii) 200 multi-family/townhouse units; (iii) 440 multi-family units; (iv) 200,000 square feet of commercial use; (iv) 184,000 square feet of office use; and (v) 350,000 square feet of light/ office industrial use. These approved land use entitlements may be converted by type and relocated pursuant and subject to Condition Nos. 36, 50, 51, 53, 55, and 56.

Instructions

2. The developer shall submit, within 45 days of the Board of County Commissioners (BCC) approval, 20 sets of the revised MPUD Master Planned Unit Development Plan to the Planning and Zoning and Site Development Department, for review and approval, that addresses all applicable conditions set forth and the following specific instructions. Without the submittal and approval of revised MPUD Master Planned Unit Development plans, preliminary plans/preliminary site plans will not be accepted for review.
 - a) Add wetlands and acreages to the master plan
 - b) Enlarge Parcel 1A to 28 acres which will include all upland areas abutting the north-south road to Tower Road and shall be designated Industrial Light/Office.
 - b) Provide a connection between Parcel 1A and 5B and show connections to Tower Road from Parcels 5B and 7.
 - c) Create one mixed use parcel which includes Parcels 2, 3, 4, 5A, 6A and 6B.
 - d) Revise General Notes, Wildlife Corridor to reflect the uses authorized by condition No. 4.

Open Space/Buffering

3. Wetlands (conservation/preservation areas) shall be as defined by the Pasco County Comprehensive Plan, Chapter 3, Conservation Element, Wetlands Protection, CON Policy Nos. 1.3.3, 1.3.4, and 1.3.5; and shown on all preliminary plans/preliminary site plans and construction plans/construction site plans. Jurisdictional boundaries shall be delineated in accordance with CON Policy 1.3.2. These boundaries may be adjusted following appropriate permit approval and shall be shown on each preliminary plan/preliminary site plan. Removal, encroachment, alteration, or development within wetlands shall be in accordance with the Pasco County Comprehensive Plan, Chapter 3, Conservation Element, CON Policy Nos. 1.3.6, 1.3.8, and 1.3.11; however, no removal, encroachment, alteration, or development shall be permitted within any wetland used to obtain a Comprehensive Plan or Land Development Code density credit. All permits for encroachments, alterations, or development within Category I wetlands shall be obtained and submitted to Pasco County prior to construction plan/construction site plan approval.
4. The developer shall convey to the County the 1,100-foot critical linkage described as the "Starkey to South Pasco Linkage" in the 2002 Habitat Study, *"Assessment of Measures to Protect Wildlife Habitat in Pasco County,"* in the form of a conservation easement (the Critical Linkage Conservation Easement). Pursuant to Policy No. CON 1.2.1 and 1.2.2.b, Critical Linkage Map, the County has agreed to shift the western border of the critical linkage shown on Map 3-4 to the east in accordance with Exhibit B attached hereto and incorporated herein.
 - a. The Critical Linkage Conservation Easement shall be executed and recorded in favor of Pasco County. Such easement and legal description shall be in a form acceptable to the County Attorney's office, the Environmental lands Acquisition Division, and the Real Estate Division and

shall include a plan which illustrates the limits of the entire critical linkage corridor and the 50-foot buffer on the western edge of the critical linkage as illustrated in Exhibits B1 and B2, attached hereto and incorporated herein.

- b. After acceptance by the County and prior to the first construction plan approval, the Critical Linkage Conservation Easement shall be recorded by the applicant/developer in the Public Records of Pasco County, unless the County requests in writing that such easement shall be recorded prior to submittal of the first preliminary plan/preliminary site plan.
 - c. The Critical Linkage Conservation Easement shall be net of any areas to be modified for floodplain compensation, wetland mitigation, and flatwoods creation pursuant to No. 5 below.
5. The developer is authorized to use portions of the critical linkage for floodplain compensation, wetland mitigation, and flatwoods creation. Such areas shall be generally consistent with Exhibits B1 and B2, and shall be surveyed, described, and specifically depicted on a mitigation plan (the Critical Linkage Mitigation Survey/Property Description). Such Critical Linkage Mitigation Survey/Property Description shall be signed and sealed by a registered Florida land surveyor.
 6. The developer shall be responsible for the completion of a mitigation, monitoring and maintenance plan (the CLMP) for those areas on the Critical Linkage Mitigation Survey/Property Description. The CLMP shall be submitted for review and for review and approval to the County and the Southwest Florida Water Management District (SWFWMD) prior to approval of the first preliminary plan. The mitigation plan will address the creation of floodplain compensation areas within the critical linkage, the method of operation for transfer of soil material from the compensation areas, and the comprehensive mitigation/restoration plan, which will enhance the uplands to a condition which improves the existing condition (pasture) and that meets or exceeds the standards for upland wildlife mitigation restoration, consistent with Policy No. CON 1.2.2.g. This plan shall include, at a minimum, information regarding the base soils to remain after borrow activities (pH, soil amendments, elevations, modified seasonal high water elevations, and a soil profile description to 72 inches below the new base grade) and recommended species and planting schedule for the creation of an upland wildlife habitat.
- The County reserves the right to the mitigation credits created as a result of the preservation and enhancement of the critical linkage. These credits will be permitted as a Regional Off-Site Mitigation Area for the future impacts of Tower Road or other public infrastructures as determined by the County.
7. Prior to preliminary plan approval, the developer shall post a Performance Bond, or other financial guarantee (the Performance Guarantee), guaranteeing the success of the CLMP for a period of five years following completion and conveyance. The amount of the Performance Guarantee will be determined and agreed upon between the Development Review Committee (DRC) and the developer based on the details of the CLMP at the time of CLMP approval by the DRC. Such Performance Guarantee shall be issued in a form and by an issuer acceptable to the Risk Manager and the County Attorney's Office.
 8. The developer shall submit an annual monitoring and performance report (Annual CLMP Report) to the County on the status of their mitigation and maintenance efforts to restore and enhance the critical linkage in accordance with the approved CLMP. The CLMP and the Annual CLMP Reports shall be reviewed by the County and SWFWMD at the end of the five-year monitoring period to determine the overall success of the project and compliance with the stated goals in the CLMP. The applicant may at that time be released of the maintenance obligation and the Performance Guarantee returned. Upon release of the Performance Guarantee, the CLMP shall be determined to have fulfilled the requirements of a Environmental Management Plan pursuant to Policy No. CON 1.2.6 of the Comprehensive Plan.
 9. Within 90 days of the release of the Performance Guarantee, the developer shall convey to Pasco County in fee simple title the enhanced critical linkage which shall include those areas depicted in the Critical Linkage Mitigation Survey/Property Description and the portion of the project that is within the Critical Linkage Conservation Easement.
 10. Prior to the issuance of the Site Development Permit, the developer shall submit the Floodplain Compensation Plan and the required easements for the stormwater and flood-control elements of the development, provide the County with the required floodway and drainage way easements related to South Branch Creek. The developer shall be responsible for the maintenance of these areas; however, at its sole discretion, the County may assume responsibility for the operation and maintenance of the floodway.
 11. In order to protect surface-water quality, stormwater exiting the site shall meet all applicable State water quality standards. The applicant/developer shall develop a surface-water quality monitoring program

reviewed by Pasco County, SWFWMD, Florida Department of Environmental Protection (FDEP) and Tampa Bay Water (TBW), and approved by Pasco County, and shall be instituted before commencement of development as defined in the Pasco County Land Development Code and continue through build-out of the development. Access to the monitoring sites shall be made available to the agencies above. One of the purposes of these monitoring programs is to ensure no adverse impact to the South Branch Creek. 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, FDEP, and other appropriate 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 FDEP, SWFWMD, TBW, and Pasco County. Should the monitoring indicate that applicable State water quality standards are not being met; the violation shall be reported to Pasco County and the above-mentioned agencies immediately. In the event there is a violation of any State water quality standards, the specific construction or other activity identified as causing the violation shall cease until the violation is corrected. In the event that the specific on-site construction or other on-site activity causing the violation cannot be identified, all construction in the subbasin shall cease until the activity causing the violation is identified.
12. The applicant/developer shall comply with the current Wellhead Protection Ordinance (LDC, Section 612, as amended).

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

Should any noticeable soil slumping or sinkhole formation become evident, the applicant/developer shall immediately notify Pasco County, TBW, and SWFWMD and adopt one or more of the following procedures as determined to be appropriate by Pasco County and SWFWMD:

- a. If the slumping or sinkhole formation becomes evident before or during construction activities, stop all work (except for mitigation activities) in the affected area and remain stopped until the County and SWFWMD approve resuming construction activities.
 - b. Take immediate measures to ensure no surface water drains into the affected areas.
 - c. Visually inspect the affected area.
 - d. Excavate and backfill as required to fill the affected area and prevent further subsidence.
 - e. Use geotextile materials in the backfilling operation when appropriate.
 - f. If the affected area is in the vicinity of a water-retention area, maintain a minimum distance of five feet from the bottom of the retention pond to the surface of the limerock, clay, or karst connection.
 - g. If the affected area is in the vicinity of a water-retention area and the above methods do not stabilize the collapse, relocate the retention area.
 - h. Discharge stormwater into depressions with a direct or demonstrated hydrologic connection to the Floridan aquifer shall be prohibited.
 - i. The historic average rainfall volume discharged from the project shall not be decreased postdevelopment. The applicant/developer shall propose stormwater design solutions which achieve this goal (i.e., use of swale systems and reducing treatment volume requirements) in cooperation with TBW and to the extent of the permitting agencies (Pasco County and SWFWMD) can allow.
13. The developer has submitted an environmental/habitat study which has been reviewed and the following conditions shall apply:

- d. The applicant's preliminary plan/preliminary site plan shall identify all on-site wetlands and provide categorization of these units employing the current categorization system (Categories I, II, or III). Impacts to Categories II or III wetland units shall be mitigated either within the critical linkage or immediately adjacent in order to buffer the core corridor from the adjacent proposed development wherever practical.
 - e. The developer shall, to the fullest extent practicable, locate and design any abutting infrastructure so as to prevent primary and secondary impacts to the critical linkage.
 - f. Street lighting shall be focused toward roads and away from the critical linkage. Lighting for entry features/signs shall be erected at the monuments/signs. No streetlights shall be installed within 50 feet of any wildlife crossing(s).
 - g. To the maximum extent practicable, littoral shelves on adjacent surface-water-management ponds, mitigation wetlands, and passive parks shall be designed to expand the effective width of the critical linkage by providing additional width, cover, and food sources.
 - h. Wildlife-crossing signs shall be in locations and numbers approved by Pasco County at the time of the first applicable preliminary plan approval and at a minimum shall be provided along the access roads connecting from Tower Road to the north and S.R. 54 to the south.
14. Prior to any clearing or grubbing associated with the preliminary plan/preliminary site plan approval of any unit or phase, the developer shall submit a copy of any required Incidental Take Permit or Relocation Permit issued by the Florida Fish and Wildlife Conservation Commission to the Development Review Division (DRD).
15. Prior to construction plan/construction site plan approval, the developer shall submit to the DRD a copy of the Environmental Resource Permit Application as submitted to the SWFWMD. Prior to the issuance of the Site Development Permit, the developer shall submit to the DRD a copy of the Environmental Resource Permit.
16. The developer has submitted an Archaeological/Historical Survey, which was reviewed and found acceptable by Pasco County on October 16, 2006. Although no archaeological sites eligible for the National Register of Historic Places were found, the following statement shall be placed on all future site plans:
- "If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundations are discovered, work shall come to an immediate stop, and Pasco County and the Florida Division of Historical Resources shall be notified within two working days."
17. The developer shall create a mandatory homeowners'/property owners'/condominium owners'/merchants' association in the form of a nonprofit corporation registered with the Secretary of State, State of Florida, or, if approved by the BCC, a Community Development District (CDD) shall encompass the entire boundaries of the MPUD Master Planned Unit Development except for any real property to be conveyed to the County or the District School Board of Pasco County. The developer shall convey in fee simple to the association or the CDD, for ownership and maintenance, all open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special purpose areas unless the said area(s) is/are required to be dedicated to another governmental entity. Recreation areas and neighborhood parks shall be conveyed to the association as well, but only to the CDD if such special power pursuant to Section 190.012(2), Florida Statutes, is consented to by the County. All such conveyances shall be for a value that does not exceed the fair market value of the land. Prior to platting the first unit or phase, homeowners'/property owners'/condominium owners'/merchants' association or CDD documents, including Articles of Incorporation with proof of being filed with the Secretary of State, State of Florida, restrictive covenants, and all exhibits, shall be submitted to the Engineering Services Department for review along with copies of instruments to be used to convey in fee simple the above-mentioned areas to the said association or the CDD. Impact fee credits for improvements or dedications shall go to the association or the CDD which funded such improvements as applicable.

Ordinances

18. In addition to the MPUD Master Planned Unit Development conditions of approval, the developer shall comply with all Pasco County ordinances, including all impact fee ordinances, except as set forth in the Development Agreement. In the event ordinances/resolutions adopted at public hearing are subsequently adopted by the BCC including, but not limited to, solid waste, public safety, or wildlife ordinances, the owner/developer shall be required to comply with such ordinances/resolutions adopted at public hearing except as set forth in the Development Agreement.

Transportation/Circulation

Access Management

19. The developer shall provide a secondary functional access and emergency access to each increment in accordance with the Land Development Code as amended. The emergency access may be barricaded in a manner found acceptable by the DRD and the Emergency Services Department.
20. Prior to final site/construction plan approval of any project abutting a State roadway, the owner/developer shall furnish to the DRD a Letter of Intent indicating approval and/or an approved Driveway Permit from the Florida Department of Transportation (FDOT). Prior to the issuance of the first Certificate of Occupancy, the owner/developer shall provide a letter from the FDOT stating that the improvements within the State right-of-way have been inspected and completed to their satisfaction.
21. At each preliminary plan/preliminary site plan approval, the DRC may also require, as recommended by the County Engineer, further intersection improvements along the internal road intersections, the north-south public road on the west project boundary, Tower Road (but only if it exists), and the main project access road at S.R. 54.
22. 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 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.
23. The access points and any interconnects shown on the master plan are not approved. The developer/applicant is required to submit a separate Master Roadway Plan for approval. All accesses shall meet Access Management criteria.

Donation/Dedication of Right-of-Way

24. Public roadways shall be required unless otherwise approved by the DRC through an alternative standards request prior to the first preliminary plan/preliminary site plan approval.
25. In the case of private streets, dedication and maintenance shall be the responsibility of an appropriate entity other than Pasco County.
26. Vehicular-access rights along the rear of all double-frontage lots that abut roads within or adjoining the project shall be dedicated to Pasco County concurrent with final record platting for each phase of any increment or where no plat is required prior to final site plan approval.
27. The developer shall donate and convey at no cost to Pasco County 142 feet of right-of-way for Tower Road abutting the southern limits of the 32-foot Pinellas County Water Transmission Main Easement (O.R.B. 706, Page 277) located south of the north project boundary (Table 7-4, Pasco County Corridor Preservation Table, located in the Comprehensive Plan, Transportation Element, for arterial/collector and major intersection right-of-way requirements).

In addition, the developer 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 Tower 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, and floodplain mitigation facilities shall be determined at the time of stormwater-management plan review for the portion(s) of the project adjacent to Tower Road, and this paragraph of this condition shall expire after such stormwater-management plans have been approved. The

drainage and floodplain mitigation facilities contemplated hereunder shall be determined in accordance with laws and rules existing as of December 18, 2007. 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.

In the event the County adopts a transportation impact or mobility fee which includes assessment for roadway right-of-way and/or roadway related right-of-way or facilities for drainage and floodplain compensation for Tower Road, owner/developer shall be entitled to credit against such fees for the roadway and roadway related right-of-way donation or facilities required hereunder, subject to the requirements of the applicable transportation impact fee or mobility fee ordinance.

The developer shall, at no cost to Pasco County, convey in fee simple the remnant northeast corner of the parcel lying east of the critical linkage to address some or all of the above requirements.

28. The developer shall convey at no cost to Pasco County 100 feet of right-of-way for the north-south road located on the west boundary of the subject property and an additional 35 feet of right-of-way for the north-south road to total 135 feet at the intersections of the north-south road and S.R. 54, for a distance of 660 feet from the said intersection.

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 the north-south road located on the west boundary of the subject property 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 stormwater-management plan review for the portion(s) of the project adjacent to the north-south road located on the west boundary of the subject property, and this paragraph of this condition shall expire after such stormwater-management plans have been approved. The drainage and floodplain mitigation facilities contemplated hereunder shall be determined in accordance with laws and rules existing as of December 18, 2007. 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.

In the event the County adopts a transportation impact or mobility fee which includes assessment for roadway right-of-way and/or roadway related right-of-way or facilities for drainage and floodplain compensation for the north-south road, owner/developer shall be entitled to credit against such fees for the roadway and roadway related right-of-way donation or facilities required hereunder, subject to the requirements of the applicable transportation impact fee or mobility fee ordinance.

Design/Construction Specifications

29. Prior to preliminary plan/preliminary site plan submittal, the developer shall supply evidence that it has coordinated with the developer(s) and engineer(s)/surveyor(s) of the adjoining parcels to the east to identify and provide the location of the required interconnecting roadway. The following information shall be shown on all preliminary plans/preliminary site plans and construction plans/construction site plans that include or abut the interconnecting roadway: location (by State plane coordinates), centerline, right-of-way width, cross section, elevation of centerline, grade, and centerline geometry (tangent bearing/curve geometry) to provide a seamless continuation of this road at property lines.
30. Prior to the issuance of the Site Development Permit, the applicant shall submit a License and Maintenance Agreement application to the DRD for any allowed interim uses in the transportation corridor. The License and Maintenance Agreement shall be executed by all parties prior to record plat or prior to the issuance of the first Certificate of Occupancy within the development site where a record plat is not required. The applicant agrees to discontinue and remove, at the applicant's sole expense, the interim uses in the S.R. 54 and Tower Road transportation corridors, and the north-south public road located on the west property boundary no later than the beginning of the first fiscal year in which monies for the acquisition of right-of-way within the affected transportation corridor are first programmed by either the County in the County's Five-Year Capital Improvement Plan, or Capital Improvement Element, or the FDOT in the FDOT's Five-Year Transportation Improvement Program (the "Termination Date"). This agreement shall be evidenced by an affidavit which shall state that the

interim uses shall be discontinued no later than the Termination Date. The affidavit shall be recorded against the development site in the Public Records of Pasco County of the Clerk of the Circuit Court of Pasco County, and a copy of the recorded affidavit shall be provided to Pasco County prior to the issuance of the first Building Permit within the development site. The Termination Date may be extended by written correspondence from the County or FDOT, as applicable, for a time period not to exceed one year for each extension.

The property owner or another common ownership entity other than Pasco County shall continue to maintain the interim uses until the interim uses are physically removed.

31. No excavation within the area of future lanes of multilane facilities will be allowed with the exception of excavation for drainage structures, permitted removal of wetlands, excavation to match existing grade, or as directed by the Engineering Services Director.
32. Alternative roadway-design standards may be considered and approved by the DRC at the time of each preliminary plan/preliminary site plan approval.
33. The developer has submitted traffic studies which were reviewed by the staff of the County. Prior to approval of the first record plat, or where platting is not required prior to approval of the first construction plan/construction site plan, the developer shall construct or bond the following site-access improvements:
 - a. S.R. 54 and project Driveway One (west project boundary): At no cost to Pasco County, the developer shall construct a westbound, right-turn lane on S.R. 54, with deceleration and storage length of 430 feet, including a taper length of 50 feet, two southbound left turn lanes, a southbound right turn lane, and signalize the intersection when warranted by the MUTCD.
 - b. S.R. 54 and project Driveway Two: At no cost to Pasco County, the developer shall construct a westbound, right-turn lane on S.R. 54, with deceleration and storage length of 430 feet, including a taper length of 50 feet.
 - c. S.R. 54 and project Driveway Three (center main access): At no cost to Pasco County, the developer shall construct a second eastbound left turn lane on S.R. 54 with a deceleration and storage length of 505 feet, including taper length of 50 feet, and corresponding dual northbound receiving lanes, a westbound, right-turn lane on S.R. 54, with deceleration and storage length of 430 feet, including a taper length of 50 feet, two southbound left turn lanes, a southbound right turn lane, and signalize the intersection when warranted by the MUTCD, subject to approval at time of preliminary plan/preliminary site plan and by the County Engineer.
 - d. S.R. 54 and project Driveway Four: At no cost to Pasco County, the developer shall construct a westbound right-turn lane on S.R. 54 with deceleration and storage length of 430 feet, including a taper length of 50 feet.
 - e. S.R. 54 and project Driveway Five: At no cost to Pasco County, the developer shall construct a westbound right-turn lane on S.R. 54 with deceleration and storage length of 430 feet, including taper length of 50 feet.
 - f. S.R. 54 and project Driveway Six: At no cost to Pasco County, the developer shall construct a westbound right-turn lane on S.R. 54 with deceleration and storage length of 430 feet, including a taper length of 50 feet.
34. Off-site improvements shall be in accordance with the approved Development Agreement.
35. Prior to final plat or preliminary site plan/construction site plan approval occurring after December 31, 2020, the developer shall submit an updated traffic study utilizing a methodology approved by Pasco County. The DRC may impose additional conditions based upon the traffic study as approved by Pasco County.
36. The traffic study submitted by the applicant assumes the following land uses: 260 single-family dwelling units, 200 condominium/townhouse units, 440 multi-family units, 206,000 square feet of commercial use, 184,000 square feet of office use and 350,000 square feet of light industrial use. The gross p.m. peak hour trips for the Project is 2,551 trips. The developer may develop any of the land uses specified herein subject to a maximum of 2,551 p.m. peak hour trips for the Project. At the time of each preliminary plan/preliminary site plan submittal, the developer shall include the specific uses, the corresponding ITE Trip generation land use classification, and the corresponding trip calculation(s) in accordance with the most recent ITE Trip Generation Handbook as prescribed in Exhibit "C". Each preliminary plan/preliminary site plan submittal shall include an accounting of all prior trip allocations

pursuant to all prior preliminary plan/preliminary site plan approvals and reservation of any unbuilt trip allocations for the minimum required amounts of Commercial, Light Industrial, and Office uses. Any development of land use(s) that cumulatively generate(s) trips in excess of the 2,551 trips above, an updated traffic study shall be required utilizing a methodology approved by Pasco County. In addition, where a traffic study assumes retirement, age restricted, 55 and older, or 62 and older housing, prior to approval of each plat, or where platting is not required, prior to approval of each construction plan, the developer shall provide to the County Attorney's office executed and recorded covenants or deed restrictions that restrict the said plat or construction plan to housing for persons 55 and older or 62 and older, as applicable. The said covenants, if satisfactory to the County Attorney's office, may also be used to satisfy the first tier of the School Impact Fee Waiver and Transportation Impact Fee reduction process. If the applicant or development fails to timely provide the required covenants or deed restrictions, or fail to comply with such covenants or deed restrictions, the applicant or development shall be required, in addition to any County remedies set forth in the County-approved covenants/deed restrictions, to submit an updated traffic study without any reduction in trip generation based on retirement, age restricted, 55 and older, or 62 and older housing; and additional approvals within the development shall be held in abeyance until the County approves the updated traffic study and determines the appropriate transportation mitigation. The DRC, BCC, or County Administrator or his designee, may impose additional conditions on the applicant or development based on the updated County approved traffic study.

37. Prior to approval of the first record plat, or where platting is not required, prior approval of the first construction plan/construction site plan, the developer shall provide a Letter of Credit acceptable to Pasco County for 125 percent of the proportionate-share cost of the signalization at project Driveway One. Prior to approval of the last record plat for Parcels 1A and 1B, the developer shall pay for and perform a signal warrant study. If warranted, the developer shall pay for the proportionate-share cost of signalization or install the signal.
38. Prior to approval of the first record plat, or where platting is not required, prior approval of the first construction plan/construction site plan, the developer shall provide a Letter of Credit acceptable to Pasco County for 125 percent of the proportionate-share cost of the signalization at project Driveway Three. Prior to approval of the last record plat, or anytime at the County's request, the developer shall pay for and perform a signal warrant study. If warranted, the developer shall pay for the proportionate-share cost of signalization or install the signal.
39. Prior to the first preliminary plan/preliminary site plan submittal, the developer shall submit a Master Roadway Plan to the Zoning and Site Development Department for review. 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, and alignment for major County collector and arterial roadways within the MPUD Master Planned Unit Development. The plan shall also demonstrate compliance with the County's collector and arterial design and spacing standards of the Land Development Code, Section 610.3. Approval of this plan must be obtained from the DRC prior to the first preliminary plan/preliminary site plan submittal. The County shall reserve the right to require specific dates or deadlines for completion of construction for any portion of these roads and inter sections.
40. The developer shall comply with the County and Pasco County Public Transportation (PCPT) requirements to accommodate mass transit service to and within the project. A detailed description of the overall transit-accommodations plan shall include, but is not limited to, a proposed ingress and egress route for buses and bus stops proposed to service the project including, but not limited to, benches, shelters, lighting, pedestrian walkways, landscaping, and placement as required by the County or PCPT. The developer shall submit the detailed description of the overall transit-accommodations plan to the Zoning and Site Development Department for review and the DRC's approval prior to preliminary plan/preliminary site plan submittal of the first unit or phase within the development. Approval of the detailed description of the overall transit-accommodations plan is subject to PCPT review and approval in accordance with the *PCPT Transit Infrastructure Guidelines* (June 2005), as may be amended from time to time, or any subsequent ordinance adopted by Pasco County. The developer shall include and show on any preliminary plan/preliminary site plan submittal the DRC-approved transit-accommodation facilities, which shall be constructed with the infrastructure improvements of each affected preliminary plan/preliminary site plan unless an alternative phasing of transit-accommodation-facilities construction is approved with the overall transit-accommodations plan. The applicant/developer and/or its successors agree to maintain the 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.

41. The developer shall submit an overall multiuse path plan to the Zoning and Site Development Department for review and approval concurrent with the submittal and approval of the first preliminary plan/preliminary site plan. At a minimum, the multiuse path master plan shall provide pedestrian connections between uses within the site at a minimum width of ten feet with the incorporation of green space, shade trees, and benches; and shall incorporate the western boundary of the critical linkage, other wetlands and wet pond areas into the multiuse path as amenity areas. Interconnections for pedestrian walkways shall be such that the residential/multi-family component can easily access office or commercial components by the proximity of the pedestrian walkways to the buildings and the use of dual entry features (access from front and rear) to encourage walkability. The multiuse path shall be intermittently landscaped every 60 feet with a canopy tree, intermittent ground cover, shrubs and understory plantings. Park bench seating located next to a canopy tree will be required for every one-quarter mile along the multiuse path.
42. Prior to the submittal of each preliminary plan/preliminary site plan a conceptual plan and building renderings for each development increment shall be submitted for review and approval by the Zoning and Site Development Department to determine that the proposed site plan reasonable integrates the retail, office and residential uses for the project. The conceptual plan and renderings shall illustrate building orientation, architectural design, color scheme and lighting. The plan shall also include the multiuse path master plan. Each conceptual plan submitted shall include conceptual plans from previous increment approvals. Should the applicant be aggrieved by the decision of the department, the applicant may appeal the decision to the Development Review Committee.

Utilities: Drainage, Water Service, Wastewater Disposal

43. The developer shall submit a Stormwater Management Plan and Report for each development phase or increment in accordance with the Pasco County Land Development Code as amended. The plans shall be approved prior to or simultaneous with application for construction plan review for the development phase/increment in question. No design for an individual increment/phase or portion of an increment/phase shall be dependent upon the ultimate construction of future increments/phases, unless an interim design for drainage is approved by the DRD.
44. The developer shall convey a drainage easement providing a continuous flow way to the County over the critical linkage area, located to the east of Parcel 7 as generally shown on Exhibit A, for the purpose of maintaining natural drainage and free flow of stormwater and other surface waters with a limited right of ingress and egress to perform maintenance activities related thereto for the County's agents and necessary equipment. The easement, encumbering SWFWMD jurisdictional wetlands only, shall be dedicated with the final record plat approval for the first dwelling unit for Parcel 7, but in no event shall the easement be dedicated later than the time provided in Condition No. 4 for dedication of the conservation easement for the critical linkage area. The easement dedication shall essentially be in the form as attached Exhibit A except as maybe modified as requested by the SWFWMD and the dedication shall not prohibit the use of the easement for other environmental or passive recreational use. It is expressly understood and agreed that the developer will reserve onto itself rights of ownership of the easement premises not inconsistent with the easement rights granted in the easement to the County including the grant of additional rights not in conflict with the rights granted in the easement, provided however, that the developer shall not conduct nor allow development on the easement premises.
45. Finished floor elevations for all habitable structures shall be in accordance with the Land Development Code, as amended. All preliminary plan/preliminary site plan submittals shall provide 100-year flood elevation data.
46. A Master Utility Plan for the entire development shall be submitted to the Utilities Services Branch for review and approval prior to submittal of the first construction plan/construction site plan. This utility plan shall minimally show the following:
 - a. Trunk sewer lines and lift stations.
 - b. Main potable water lines and nonpotable water lines, if applicable.
 - c. Sewage treatment facility locations, including discussion of the proposed method of treatment and the feasibility of a nonpotable water system for irrigation.
 - d. Method of lighting all nonlocal roads shall be submitted at the time of record plat submittal for each unit or phase.

- e. Master utility plans shall be presented in a written format in conformance with the Master Utility Plan guidelines implemented by the Utilities Services Branch. Prior to the first construction plan/construction site plan approval, the developer and the County shall enter into a Utilities Service Agreement.
47. 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.
 48. All site plans and plats generated and/or submitted by the applicants/developers during the course of permitting and development activities shall show the locations of the Tampa Bay Water transmission mains/pipeline easements and the location of all Tampa Bay Water infrastructure located therein. The applicants/developers shall provide Tampa Bay Water with copies of all such site plans and plats at the time of their submittal to the County and shall demonstrate that development activities will not cause any adverse impact to existing and future Tampa Bay Water infrastructure located within Tampa Bay Water's easements, or otherwise interfere with Tampa Bay Water's rights pursuant to its easements.
 49. 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

50. The general and specific land uses set forth herein and in Exhibit "C" shall be permitted subject to the following restrictions, limitations and design standards:
 - a. Single-Family Detached
 - (1) Minimum Lot Width of 45 Feet*
 - (2) Minimum Lot Depth of 100 Feet
 - (3) Minimum Front-Yard Setback of 20 Feet
 - (4) Minimum Side-Yard Setback of 7.5 Feet*
 - (5) Minimum Rear-Yard Setback of 15 Feet
 - (6) Minimum Lot Area of 5,000 Square Feet*
 - (7) Maximum Lot Coverage of 55 Percent—Principal Structure
 - (8) Maximum Lot Coverage of 20 Percent—Accessory Structure
 - (9) The total number of single-family detached dwelling units shall not exceed 550 units. Prior to the first preliminary plan approval in Parcel 5A, the applicant shall declare whether or not their total single family units will exceed 360 dwelling units. If the applicant elects to exceed 360 dwelling units, then any additional single family shall be developed as part of a small mixed use Traditional Neighborhood Development village, in accordance with the County's TND regulations, to be located within the mixed use parcel created pursuant to Condition 2.c.
 - (10) Single family detached development abutting any other use with the exception of single family development within Parcel 7, shall transition to the smallest available lot size, utilizing an urban grid system and design features.

* Minimum lot width, lot area and lot setbacks may be reduced below the minimum standards set forth above provided that the lot and unit configuration and design of the single-family units proposed for such development are approved by the Development Review Committee (DRC) at a public hearing. Additionally,

minimum side yard setbacks may be reduced to 5 feet where there is a TND design or as otherwise approved by the Development Review Committee (DRC). Such setbacks shall comply with the following conditions:

Prior to any construction on the lot, proper erosion and sedimentation controls shall be installed.

Lots that back up to drainage-retention areas and wetland areas shall be "Type B" graded with high points at the midpoint of the side lot line and slopes toward both the front and rear yards. Discharge into wetlands shall only be allowed where the wetlands are designed and permitted to receive discharge. A minimum 15-foot-wide drainage and access easement shall be provided along all rear lot lines. Drainage and access easements shall extend to the road right-of-way at block ends. Side-yard, cross-access easements shall be provided connecting the rear-yard easement to the front right-of-way.

Lots graded as "Type A" which back up to other lots shall require the installation of gutters on the sides and backs directing drainage to the front.

Lots graded as "Type B" or "Type C" which back up to other lots shall require that traffic-bearing grates be installed upon a Florida Department of Transportation (FDOT) inlet placed within each rear lot-line easement. Culverts connecting rear-yard inlets to acceptable outfalls shall be installed and shall be reinforced concrete pipe with premium sealed joints, designed to sustain an H-20 loading. A minimum 15-foot-wide drainage and access easement shall be provided along all rear lot lines. Drainage and access easements shall extend to the road right-of-way at block ends. Side-yard, cross-access easements shall be provided connecting the rear-yard easement to the front right-of-way.

Side-yard swales shall be sloped to create positive outfall to the front and/or rear of each lot with velocities no greater than allowable for grassed stabilization, as in the FDOT *Drainage Manual*.

A minimum 15-foot-wide drainage and access easement shall be provided along all rear lot lines. Drainage and access easements shall extend to the road right-of-way at block ends. Side-yard, cross-access easements shall be provided connecting the rear-yard easement to the front right-of-way.

A maintenance entity, other than and acceptable to the County, shall be designated to provide perpetual maintenance to all drainage and access easements. The approved maintenance entity shall provide annual inspections of side- and rear-yard easements and drainage facilities to verify that no modifications have been made to the grading and ground cover and to inspect any inlets and pipes to verify that no hydraulic restrictions exist. Any modification or hydraulic restriction observed at any time shall be corrected. Additional inspections shall be performed if requested by an adjoining resident or the County. The maintenance entity shall have the right to file a lien to charge property owners for corrections or modifications and collect sufficient funds to perform required maintenance.

No obstruction/service equipment shall be permitted in the side yard between houses. This includes, but is not limited to, air conditioning systems, water softeners, pumps, fences, etc.

Walkways shall be allowed if they do not create any obstruction and are flush with grade.

Gutters and roof structures shall be installed so as to reduce direct discharge to the side-yard swales.

The engineer of record shall provide to Pasco County signed and sealed design calculations for each typical lot demonstrating compliance with Pasco County's drainage criteria. The typical site-grading plan shall identify elevations, grades, ground cover, allowable tolerances, and a quality-control plan addressing construction and postconstruction phases. In addition, the engineer of record shall inspect the lot upon completion of construction and complete the "as-built" certification, including the signature and sealing of the same, prior to the issuance of the Certificate of Occupancy (CO) or use of the structure associated with the lot.

b. Townhomes

- (1) Minimum Lot Width of 16 Feet
- (2) Minimum Lot Depth of 100 Feet
- (3) Minimum Front-Yard Setback of 20 Feet from Back of Curb or Sidewalk

- (4) Minimum Side-Yard Setback of 0 Feet for Interior Property Lines; 10 Feet for Exterior Property Lines** (20 Feet Side Separation)
- (5) Minimum Rear-Yard Setback of 15 Feet
- (6) Maximum Lot Coverage of 100 Percent—Principal Structure
- (7) Maximum Building Height Shall Not Exceed 45 Feet
- (8) Land Considered for Neighborhood Park Requirements or Used for Stormwater Retention/Detention Shall Be a Minimum of 20 Feet from the Rear of Any Units and a Minimum of 15 Feet from the Side of Any Units

**The average distance between structures for any building containing more than four units shall be 30 feet with no point closer than 20 feet:

- c. Multi-Family development standards shall be in accordance with the MF-2, or MF-3 High Density Multi-Family districts with the following exceptions:
 - (1) Lot Width: N/A
 - (2) Lot Depth: N/A
 - (3) Lot Coverage: 100 percent
- d. Recreation-center development standards shall be in accordance with the C-1 Neighborhood Commercial District.
- e. 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 units and a minimum of 15 feet from the side of the units.
- f. Single family detached buildings shall have varying front setbacks if developed conventionally. Townhomes shall have varying facades and/or elevations.
- g. Office development standards shall be in accordance with the PO-2, Professional Office, district, with the following exceptions:
 - (1) Maximum building height shall not exceed 60 feet
 - (2) Maximum of a single drive-aisle with parking on either side between buildings and front setback along S.R. 54, unless otherwise approved by the DRC
 - (3) Exact building orientation/separation and parking field shall be determined prior to submittal of the preliminary plan/preliminary site plan review stage during the review of the conceptual plan
 - (4) Office entitlements may not be reduced below 100,000 square feet.
 - (5) The side and/or rear of office buildings shall be treated with architectural design standards similar to the front of the building, as determined by their location and reviewed by the Zoning and Site Development Department to provide walkable access from the retail and residential parcels.
- h. All uses permitted in the C-1, Neighborhood Commercial and C-2, General Commercial zoning districts shall be permitted consistent with Exhibit "C" in accordance with the C-1, Neighborhood Commercial and C-2, General Commercial Districts with the exception of all conditional uses and the following:
 - (1) New and preowned passenger and commercial vehicle, truck, trailer, motorcycle, boat, and recreational vehicle sales and leasing and incidental displays and/or storage and/or service departments;
 - (2) Amusement Park;
 - (3) Kennel (outdoor);
 - (4) Lumber Yard;
 - (5) Mortuary, Funeral Home, Crematorium;
 - (6) Plant Nursery (unless as an accessory use to a larger general retail commercial use);
 - (7) Sales of Pottery and Statues (unless as an accessory use to a larger general retail commercial use);
 - (8) Propane Sales (unless as an accessory use to a larger general retail commercial use);

- (9) Septic Tank Sales and Installation;
- (10) Sod Sales;
- (11) Warehouse and General Storage (except for mini-storage warehouse uses in association with residential use);
- (12) Travel Trailer Parks

General and neighborhood commercial type development shall be in accordance with the standards set forth in the C-2, General Commercial, and C-1, Neighborhood Commercial, districts, respectively with the following exception:

- (1) A total of three drive-throughs may be allowed; however, only one of the drive-throughs may be used for a drive-in/fast-foot restaurant, unless otherwise approved by the Development Review Committee.
 - (2) The side and/or rear of retail buildings shall be treated with architectural design standards similar to the front of the building, as determined by their location and reviewed by the Zoning and Site Development Department to provide walkable access from the office and residential parcels.
 - (3) Commercial entitlements may not be reduced below 140,000 square feet.
- i. Building(s) shall be oriented so as to establish open green space areas that shall promote walkability and serve as an amenity for employees to sit outside and eat or converse.
 - j. Mixed use areas shall be designed to encourage walkability and connectivity among the retail, professional office and residential parcels and shall incorporate prominent green space areas, attractive view sheds, and focal points, such as park benches, landscaping, lighting, and/or fountains/sculptures.
 - k. All uses permitted in the I-1, Light Industrial Park zoning district shall be permitted consistent with Exhibit "C" in accordance with the I-1, Light Industrial Park District with the exception of all conditional uses and the following:
 - (1) Carpenter, electrical, plumbing, welding, heating or sheet metal shop;
 - (2) Contractor's offices also involving storage;
 - (3) Pest control office and storage;
 - (4) Wholesale warehousing and storage (unless as an accessory use to a distribution warehouse use);
 - (5) Recycling operations
 - (6) Transfer stations
 - (7) Utility operations (except those needed for the PD);
 - (8) All uses must be in an enclosed building.

Light industrial type development shall be in accordance with the standards set forth in the I-1, Light Industrial Park, district with the following exception:

- (1) Light industrial entitlements may not be reduced below 100,000 square feet.
 - (2) Parcel 1A shall not be converted to residential use unless approved by the DRC.
- l. Targeted business development shall be permitted and may be entitled to any build-out extensions and exemptions authorized under section 402.7. and 522.8.D of the Land Development Code
 - m. Governmental development, including public and quasi-public development, including County, State and Federal buildings, shall be determined by the Zoning Administrator at the time of preliminary plan/preliminary site plan review.
 - n. Other compatible development shall be determined by the Zoning Administrator at the time of preliminary plan/preliminary site plan review using the zoning district standards most similar in intent and purpose to the proposed use.

- o. The total aggregate amount of development for the Legacy MPUD Master Planned Unit Development shall not exceed the total aggregate traffic impact equivalent of the uses enumerated in Condition No. 36.
 - p. The vesting for the maximum density or square footage shall be as set forth in the DA.
 - q. 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.
51. Any overall increase to density/intensity or decrease in open space shall be calculated cumulatively from the last substantial amendment.
52. The developer may designate, on the Master Development Plan, 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 Legacy MPUD Master Planned Unit Development residents. Such site(s) shall have appropriate landscape buffering in compliance with Pasco County Landscaping and Irrigation Ordinance No. 02-04 as amended and shall be shown on the approved Master Development Plan. The site(s) must obtain preliminary site plan approval prior to development and be owned by the mandatory homeowners'/property owners'/condominium owners'/merchants' association or CDD.
53. Development shall occur within the Project as shown on the Revised MPUD Master Development plan, unless otherwise authorized under Condition Nos. 51 and 57 or otherwise stipulated or modified herein or in the Development Agreement contemporaneously entered into between the Developer and the County. The Developer shall develop at least four of the land use types authorized hereunder, including at least three non-residential uses.
54. If the County adopts generally applicable Transit Oriented Development requirements for the S.R. 54 corridor, such design standards shall supersede the design standards set forth above with respect to any preliminary plans/preliminary site plans not previously approved as of the effective date of such design standards; provided, however, that such adoption shall not require compliance with existing Article 800 of the Land Development Code, except as provided in Condition No. 50.
55. If the County adopts an Urban Service Area that includes the subject property then the applicant/owner shall have the ability to increase entitlements (with the exception of Single-Family detached) in accordance with the Land Development Code in effect at that time.

Land Use Entitlement Modifications

56. The land use entitlements set forth in Condition No. 36 may be increased or decreased and relocated within the project boundaries subject to the following limitations and procedures:
- a. The use is permitted or allowable under these conditions of approval and Exhibit "C";
 - b. The effect of any increase or decrease in use does not trigger a Development of Regional Impact except as provided in Condition No. 55;
 - c. The aggregate traffic trip generation does not exceed 2,551 gross p.m. peak hour trips;
 - d. The maximum and minimum use restrictions set forth in these conditions of approval are not violated;
 - e. Parcel 1.A. shall not be developed with residential uses; and
 - f. In connection with submittal and review of the conceptual plan required under Condition No. 42
 - (1) Each land use modification request shall be submitted together with an updated MPUD, Master Planned Unit Development master plan to the Zoning and Site Development Department for verification that the modification satisfies Condition No. 56.a-e. and will not result in internal or external land use incompatibilities
 - (2) Each land use modification request must include assurance that any additional utility demands associated with the proposed exchange can be accommodated.
 - (3) Any additional park and school impacts as appropriate must be mitigated.
 - (4) Each land use modification request must include a Development of Regional Impact threshold calculation traffic trip generation calculation to verify that a Development of Regional Impact is not triggered, that any unbuilt trip allocations reserved for the minimum required amounts of Commercial, Light Industrial and Office uses will not be

consumed and that the traffic trips set forth in Condition No. 36 will not be exceeded as a result of the proposed modification request.

- b Upon verification of the items listed above, the requested modification shall be approved administratively by the Zoning Administrator. In the event the Zoning Administrator does not approve the exchange, the developer may request that the exchange be considered by the DRC. Such request for DRC consideration must be submitted in writing to the Zoning and Site Development Department.

Procedures

- 57. A disclosure statement regarding the construction of all future roadways abutting and through the MPUD Master Planned Unit Development shall be included in all sales contracts for residential and nonresidential sales within the MPUD Master Planned Unit Development. This disclosure shall include the future roadway number of lanes and construction timing, if applicable.
- 58. Unless required elsewhere within the conditions of approval, all conveyances shall occur at record plat or construction plan approval where a record plat is not required or within 90 days of the County's request, whichever occurs first. All conveyances shall include access easements, be in a form acceptable to the Real Estate Division, and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.
- 59. If a complete preliminary plan or preliminary site plan for the first phase of the MPUD Master Planned Unit Development is not submitted and approved within five years after approval of this amendment to Rezoning Petition No. 6668, the conditions of approval and any density approved shall expire. If the MPUD Master Planned Unit Development expires, a new MPUD Master Planned Unit Development must be applied for and approved by the BCC, and the conditions of approval shall be in accordance with the Comprehensive Plan and Land Development Code in effect at that time.
- 60. 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.
- 61. A preliminary plan/preliminary site plan must be approved for an entire increment/phase prior to any phased construction drawing approval. The maximum number of units and the density of each residential increment and the square footage of each non-residential increment shall not exceed the limits shown on the Master Development Plan, as may be modified pursuant to the Condition No. 57. A preliminary site plan must also be approved for each multifamily (nonfee simple), recreational vehicle, or commercial increment in its entirety prior to any phased site plan approval.
- 62. Preliminary 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 plan/preliminary site plan approval, construction plan approval, and/or record plat approval.
- 63. Development shall occur in accordance with Section 402, Concurrency Management System, of the Pasco County Land Development Code.
- 64. Rezoning of this property with conditions of approval does not constitute a final development order, nor does it relieve any developer of responsibilities under the State of Florida Zoning and Site Development Legislation as implemented by the Florida Department of Community Affairs and Pasco County.
- 65. In addition to complying with the above conditions, no activity shall commence on site until such time as the acknowledgment portion of the BCC-approved document is completed (including notarization) and received by the Zoning/Code Compliance Department after the BCC action.
- 66. This 2009/2010 revisions to this MPUD Master Planned Unit Development shall not be effective until the corresponding PD (Planned Development) Land Use Classification change is effective.

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 Board of County Commissioners results.**

(Date)

BEHNKE LAND TRUST NUMBER ONE

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.

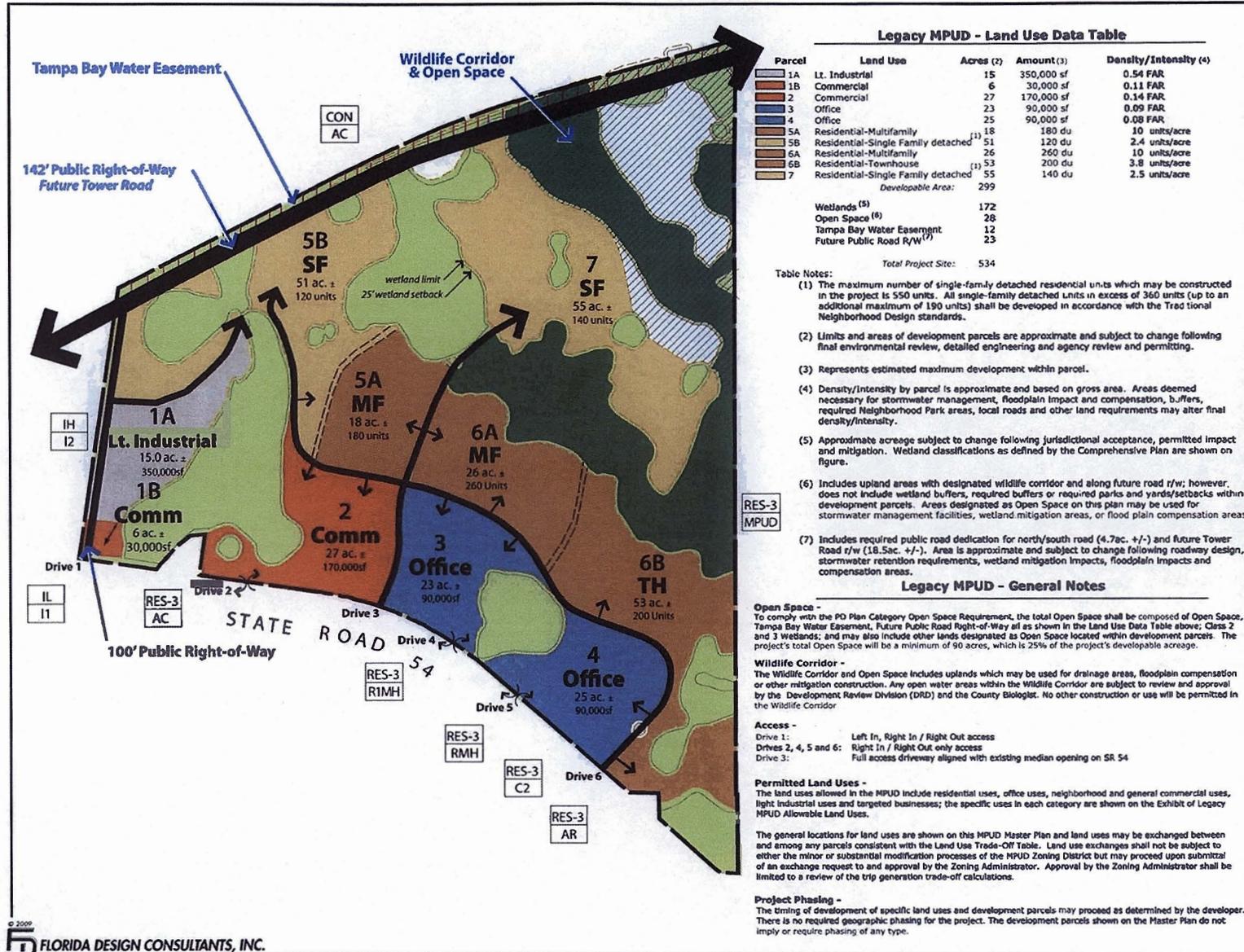
Witness my hand and seal at _____,
County, Florida, the day and year aforesaid.

My commission expires:

(Date)

Notary Public, State of _____ at Large

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Legacy MPUD - Land Use Data Table

Parcel	Land Use	Acres (2)	Amount (3)	Density/Intensity (4)
1A	Lt. Industrial	15	350,000 sf	0.54 FAR
1B	Commercial	6	30,000 sf	0.11 FAR
2	Commercial	27	170,000 sf	0.14 FAR
3	Office	23	90,000 sf	0.09 FAR
4	Office	25	90,000 sf	0.08 FAR
5A	Residential-Multifamily	(1) 18	180 du	10 units/acre
5B	Residential-Single Family detached	51	120 du	2.4 units/acre
6A	Residential-Multifamily	26	260 du	10 units/acre
6B	Residential-Townhouse	(1) 53	200 du	3.8 units/acre
7	Residential-Single Family detached	55	140 du	2.5 units/acre
Developable Area: 299				
Wetlands (5) 172				
Open Space (6) 28				
Tampa Bay Water Easement 12				
Future Public Road R/W (7) 23				
Total Project Site: 534				

- Table Notes:**
- (1) The maximum number of single-family detached residential units which may be constructed in the project is 550 units. All single-family detached units in excess of 360 units (up to an additional maximum of 190 units) shall be developed in accordance with the Traditional Neighborhood Design standards.
 - (2) Limits and areas of development parcels are approximate and subject to change following final environmental review, detailed engineering and agency review and permitting.
 - (3) Represents estimated maximum development within parcel.
 - (4) Density/Intensity by parcel is approximate and based on gross area. Areas deemed necessary for stormwater management, floodplain impact and compensation, buffers, required Neighborhood Park areas, local roads and other land requirements may alter final density/intensity.
 - (5) Approximate acreage subject to change following jurisdictional acceptance, permitted impact and mitigation. Wetland classifications as defined by the Comprehensive Plan are shown on figure.
 - (6) Includes upland areas with designated wildlife corridor and along future road r/w; however, does not include wetland buffers, required buffers or required parks and yards/setbacks within development parcels. Areas designated as Open Space on this plan may be used for stormwater management facilities, wetland mitigation areas, or flood plain compensation areas.
 - (7) Includes required public road dedication for north/south road (4.7ac. +/-) and future Tower Road r/w (16.5ac. +/-). Area is approximate and subject to change following roadway design, stormwater retention requirements, wetland mitigation impacts, floodplain impacts and compensation areas.

Legacy MPUD - General Notes

Open Space -
To comply with the PD Plan Category Open Space Requirement, the total Open Space shall be composed of Open Space, Tampa Bay Water Easement, Future Public Road Right-of-Way all as shown in the Land Use Data Table above; Class 2 and 3 Wetlands; and may also include other lands designated as Open Space located within development parcels. The project's total Open Space will be a minimum of 90 acres, which is 25% of the project's developable acreage.

Wildlife Corridor -
The Wildlife Corridor and Open Space includes uplands which may be used for drainage areas, floodplain compensation or other mitigation construction. Any open water areas within the Wildlife Corridor are subject to review and approval by the Development Review Division (DRD) and the County Biologist. No other construction or use will be permitted in the Wildlife Corridor.

Access -
Drive 1: Left In, Right In / Right Out access
Drives 2, 4, 5 and 6: Right In / Right Out only access
Drive 3: Full access driveway aligned with existing median opening on SR 54

Permitted Land Uses -
The land uses allowed in the MPUD include residential uses, office uses, neighborhood and general commercial uses, light industrial uses and targeted businesses; the specific uses in each category are shown on the Exhibit of Legacy MPUD Allowable Land Uses.

The general locations for land uses are shown on this MPUD Master Plan and land uses may be exchanged between and among any parcels consistent with the Land Use Trade-Off Table. Land use exchanges shall not be subject to either the minor or substantial modification processes of the MPUD Zoning District but may proceed upon submittal of an exchange request to and approval by the Zoning Administrator. Approval by the Zoning Administrator shall be limited to a review of the trip generation trade-off calculations.

Project Phasing -
The timing of development of specific land uses and development parcels may proceed as determined by the developer. There is no required geographic phasing for the project. The development parcels shown on the Master Plan do not imply or require phasing of any type.

Legacy MPUD

scale: 1" = 800' +/-
0' 200' 400' 800'

NORTH

LEGEND

Property Boundary	
25' Wetland Setback	
Wetlands Category 1:	
Wetlands Category 2 & 3:	
Open Space	
SF Single Family Residential	
TH Townhome/MF Multifamily	
Office	
Comm Commercial	
Proposed Access	
Proposed Roadway	
Proposed Wildlife Corridor	
Future Land Use	RES-3
Existing Zoning	AC
Lt. Industrial	

MPUD Master
Development Plan

Figure 9

August 2009

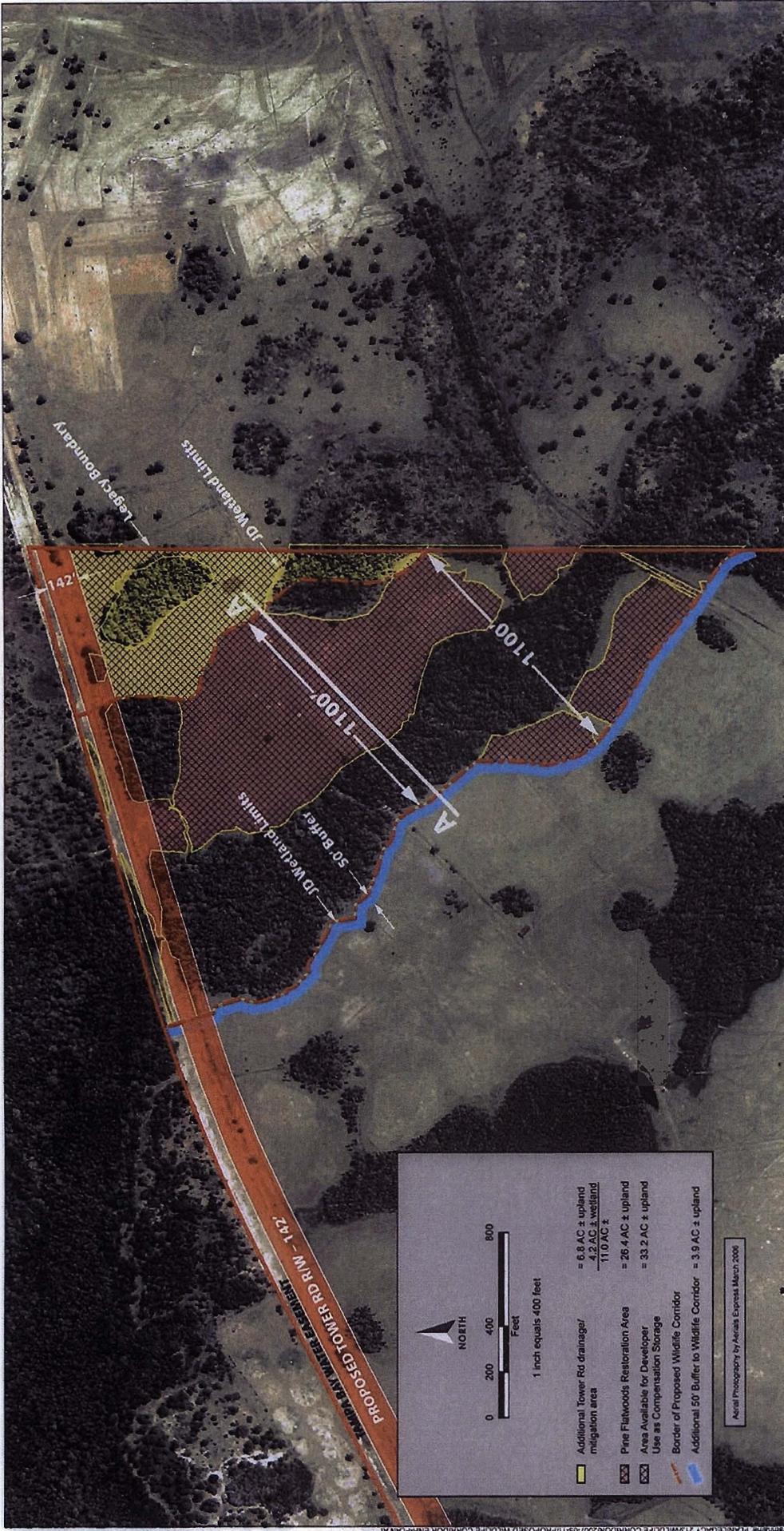


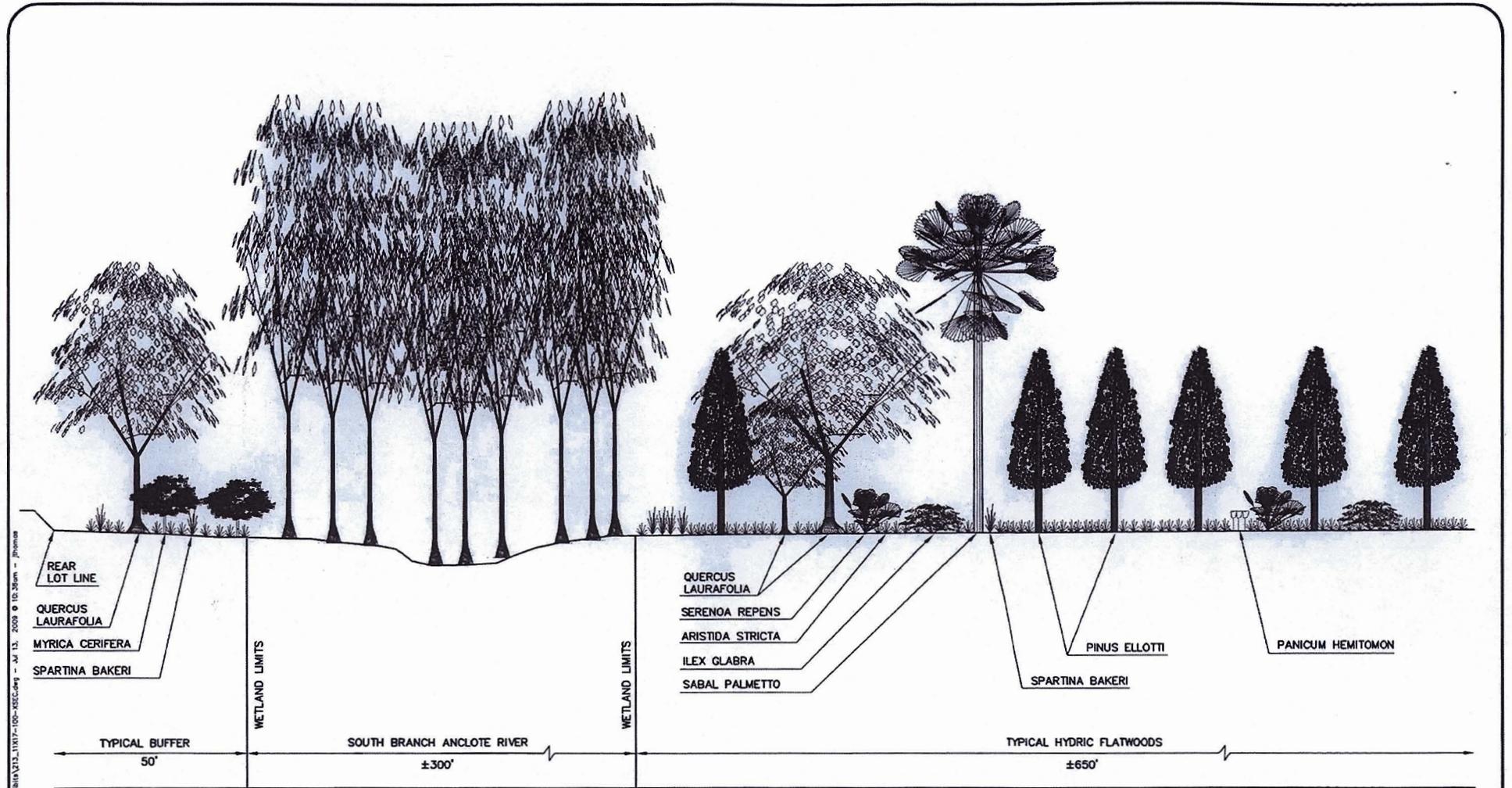
Exhibit B-1

Legacy

Proposed Wildlife Corridor Enhancement Plan



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GRAPHIC—NOT TO SCALE
 FINAL PLANT SPECIES, DENSITY, AND LOCATION SUBJECT TO SITE CONDITION AT TIME OF PLANTING.

 FLORIDA DESIGN CONSULTANTS, INC. ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 6321 Grand Blvd. New Port Richey FL, 34652 Tel: (727) 849-7588 - Fax: (727) 848-3648 E.B. No. 7421	FOR: THE BEHNKE LAND TRUST NUMBER ONE 14325 BLACK LAKE ROAD ODESSA, FLORIDA 33556	DESCRIPTION: LEGACY EXHIBIT B-2 SECTION "A"	PROJECT No. 506-100A	DATE: 7-10-09	FIGURE: 2 OF 2
			SCALE: NOT TO SCALE	DRAWN BY: JST	

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**EXHIBIT C
LEGACY MPUD
TABLE OF ALLOWABLE LAND USES**

Purpose of Exhibit C

The Allowable Land Use Table, Exhibit C, identifies all of the allowable uses for the project within the respective residential, office, commercial and light industrial parcels. The titles of land uses shown in the left column of the Table of this Exhibit C are the allowable uses for the project as defined in Pasco County's Zoning Code. The right column of the table of this Exhibit C is the name and reference number of the ITE Land Use Code to be used to calculate the number of trips for the proposed land use.

Methodology

To request development approval of a specific land use within the MPUD and to calculate the number of trips generated by that land use, the steps are as follows:

1. Use Exhibit C, Table of Allowable Land Uses, to confirm that the proposed land use is included in the left column of the Table as a Permitted Use and is therefore allowed in the MPUD.
2. On the Table, identify the ITE Land Use Code in the right column of the Table that is in the same row as and corresponds to the proposed land use in the left column.
3. Use the latest edition of the ITE Trip Generation Report to find the corresponding ITE Land Use Code identified in Step 2.
4. Use the latest edition of the ITE Trip Generation Report to calculate the number of PM peak hour trips generated by the proposed land use.

Development of the MPUD can continue until the total of all approved development reaches a maximum of 2,551 PM peak hour trips. A cumulative summary of the trips generated by the approved projects in the MPUD shall be maintained and submitted with each application for development approval.

Residential Parcels

The following table identifies all permitted uses allowed for development in the Residential Parcels and the category to be referenced in the Land Use Trade-Off Table if a land use exchange is proposed:

Permitted Use	Category in Land Use Trade-off Table ITE LUC/ Land Use
Single Family	210, Single Family
Townhouse	230, Townhome
Multi-family Dwellings	220, Apartments (If rental units) 230, Condominium (If for-sale units)

Office Parcels

The following table identifies all permitted uses allowed for development in the Office Parcels and the category to be referenced in the Land Use Trade-Off Table if a land use exchange is proposed:

Permitted Use	Category in Land Use Trade-off Table ITE LUC/ Land Use
Professional Offices	710, Office
Medical Offices	720, Medical/Dental Office
Business Services	710, Office
Financial Services	710, Office
Financial Institutions *	820, Shopping Center OR 912, Drive-In Bank
Public and quasi-public buildings including county, state, and federal offices	730, Government Office
Post office *	820, Shopping Center OR 732, U.S. Post Office
Police or Fire Station	Allowed Use- No trips generated by use
Hospital or Clinic	610, Hospital 630, Clinic
Library	590, Library
Museum	710, Office
Church	560, Church

Notes

* If the proposed use is located within the same master parcel as or contiguous to the shopping center, the trip generation calculated for the use shall be 820, Shopping Center. If the proposed use is not located within the same master parcel as or contiguous to the shopping center, the trip generation calculated for the use shall be the alternative ITE LUC shown in this table.

Exhibit C
Legacy MPUD Allowable Uses
November 2, 2009

Commercial and Industrial Parcels

The following table identifies all permitted uses allowed for development in the Commercial and Industrial Parcels and the category to be referenced in the Land Use Trade-Off Table if a land use exchange is proposed:

Permitted Use	Category in Land Use Trade-off Table ITE LUC/ Land Use
Neighborhood Commercial Uses	
Retail Sales for local, neighborhood or community needs	820, Shopping Center, OR 814, Specialty Retail, OR 881, Pharmacy/ Drugstore with Drive – through Window
Eating places, restaurants *	820, Shopping Center, OR 931, Quality Restaurant 932, High Turnover Sit-Down Restaurant 934, Fast Food Restaurant With Drive-through
Personal Services	820, Shopping Center
Day-care center	565, Day-care Center
Financial Services	710, Office
Financial Institutions *	820, Shopping Center, OR 912, Drive-In Bank
Police or Fire Station	Allowed Use- No trip generation
Medical or Dental Laboratory	130, Industrial Park
Radio and Television Broadcasting studio	130, Industrial Park
Residential Treatment Facility	253, Congregate Care Facility, OR 254, Assisted Living
Public & quasi-public buildings including county, state and federal offices	730, Government Office
Post office *	820, Shopping Center OR 732, U.S. Post Office
Church	560, Church
School	520, Elementary School, OR 522, Middle School, OR 530, High School
Miniwarehouse and Storage Units <i>Note: Allowed only if in association with a residential development</i>	151, Mini-Warehouse

General Commercial Uses	
Sales of Automobile Parts	843, Automobile Parts Sales
Automobile Washing	947, Self Serve Car Wash, OR 948, Automatic Car Wash
Bicycle sales and repair	820, Shopping Center
Bowling Alley	437, Bowling Alley
Cabinet & Carpentry Shops	130, Industrial Park
Dancing Halls or Dancing Academies	820, Shopping Center
Dry Cleaning	820, Shopping Center
Sales & Repair of Appliances	820, Shopping Center
Wholesale Food Distribution	110, General Light Industrial
Hotels, motels and condotels	310, Hotel, OR 312, Business Hotel, OR 320, Motel, OR
Laundry	820, Shopping Center
Rental, Sales & Service of Lawn Mowers	820, Shopping Center
Mortuary, Funeral Home and Crematorium <i>Note: Allowed on Parcel 1A only</i>	130, Industrial Park
Sales & Repair of Music, Radio and Televisions	820, Shopping Center
Plant Nurseries <i>Note: Allowed as accessory to principal retail use only</i>	N.A.
Pawn Shops	820, Shopping Center
Pet Shops	820, Shopping Center
Plumber Shops	820, Shopping Center
Sales of Pottery and Statues <i>Note: Allowed as accessory to principal retail use only</i>	N.A.
Propane Sales <i>Note: Allowed as accessory to principal retail use only</i>	N.A.
Secondhand Stores	820, Shopping Center
Indoor Shooting and Archery Range	130, Industrial Park
Sign Painting Shop	130, Industrial Park
Printing shops and Publishing Plants	130, Industrial Park
Residential Treatment Facility	253, Congregate Care 254, Assisted Living

Exhibit C
Legacy MPUD Allowable Uses
November 2, 2009

EXHIBIT C
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PAGE 30

Light Industrial Uses	
Research Laboratory	130, Industrial Park
Schools for Business or Industrial Training	130, Industrial Park
Garment Assembly and Sewing	130, Industrial Park
Ornamental Iron Manufacturing	140, Manufacturing
Furniture & Upholstery Manufacturing	130, Industrial Park
Furniture upholstering shop	130, Industrial Park
Contractor's Office <i>Note: Outdoor storage not allowed</i>	130, Industrial Park
Building Materials Supplies, storage and manufacturing	140, Manufacturing
Dairy Products manufacturing	140, Manufacturing
Distributing plants, beverage bottling and distribution	140, Manufacturing
Manufacture of Electrical Equipment, appliances, electronic instruments and devices	140, Manufacturing
Manufacture of ceramic products, merchandise, food products, pharmaceuticals, musical instruments and similar products	140, Manufacturing
Wholesale, warehousing and storage <i>Note: Allowed on Parcel 1A only as long as accessory to a Distribution Use</i>	150, Warehouse
Utility Operations <i>Note: Allowed to serve project only</i>	N.A.
Targeted Businesses	
State of Florida QTI Target Industries	
Manufacturing Facilities	140, Manufacturing
Finance & Insurance Services	710, Office
Corporate Headquarters	714, Corporate Headquarters
Information Industries	130, Industrial Park
Professional, Scientific & Technical Services	130, Industrial Park
Wholesale Trade & Distribution	130, Industrial Park
Administrative & Support Services	715, Single Tenant Office

Pasco Economic Development Council Targeted Industry Listing	
Diagnostic Substances	130, Industrial Park
Biological Products	130, Industrial Park
X-ray Apparatus and Tubes	130, Industrial Park
Electro Medical Equipment	130, Industrial Park
Hospital and Medical Service Plans	710, Office
Pension, Health and Welfare Funds	710, Office
Data Processing and Preparation	710, Office
Medical Laboratories	130, Industrial Park
Testing Laboratories	130, Industrial Park
Periodicals	130, Industrial Park
Miscellaneous Publishing	130, Industrial Park
Medicinals and Botanicals	130, Industrial Park
Pharmaceutical Preparations	130, Industrial Park
Semiconductors and Related Devices	130, Industrial Park
Electronic Connectors	130, Industrial Park
Analytical Instruments	130, Industrial Park
Optical Instruments and Lenses	130, Industrial Park
Surgical and Medical Instruments	130, Industrial Park
Accident and Health Insurance	710, Office
Fire Marine and Casualty Insurance	710, Office
Commercial Physical Research	130, Industrial Park
Book Publishing	130, Industrial Park
Pumps and Pumping Equipment	130, Industrial Park
Packaging Machinery	130, Industrial Park
Speed Changers, Drives and Gears	130, Industrial Park
Power Transmission Equipment	130, Industrial Park
General Industrial Machinery	110, General Light Industrial
Industrial Machinery Nec.	110, General Light Industrial
Laboratory Apparatus and Furniture	130, Industrial Park
Process Control Devices	130, Industrial Park
Life Insurance	710, Office
Computer Programming Services	710, Office
Prepackaged Software	130, Industrial Park
Information Retrieval Services	130, Industrial Park
Commercial Nonphysical Research	130, Industrial Park
Computer Integrated Systems Design	130, Industrial Park

Exhibit C
Legacy MPUD Allowable Uses
November 2, 2009

EXHIBIT C
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Notes

* If the proposed use is located within the same master parcel as or contiguous to the shopping center, the trip generation calculated for the use shall be 820, Shopping Center. If the proposed use is not located within the same master parcel as or contiguous to the shopping center, the trip generation calculated for the use shall be the alternative ITE LUC shown in this table.

The sale or consumption of alcoholic beverages within alcoholic beverage business establishments may be permitted as accessory to the principal use.