

PASCO COUNTY, FLORIDA
INTEROFFICE MEMORANDUM

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

DATE: 5/19/15 FILE: PDD15-1032

THRU: Don L. Rosenthal, M.B.A
Assistant County Administrator

SUBJECT: Mitchell 54 West MPUD
Master Planned Unit
Development Petition No. 7116

FROM: Richard Gehring
Planning and Development
Administrator

BCC: 5/19/15, 1:30 p.m., NPR
Recommendation: Approval
with Conditions

STAFF: Justyna Buszewski
Planner II

REFERENCES: Land Development Code,
Section 522,
MPUD Petition No. 7116
CPAL10-1(08)Western Hub
Comm. Dist. 3

The following is presented to the Board of County Commissioners for consideration.

PROJECT DESCRIPTION:

Project Name:	Mitchell 54 West MPUD (Master Planned Unit Development) Petition
Applicant's Name:	Kitson & Partners
Location:	Southwest corner of SR 54 and Little Road
Acreage:	333 acres, m.o.l.
Zoning District:	MPUD Master Planned Unit Development
Future Land Use:	PD (Planned Development) CPAL10-1(08) Western Hub
Commercial, and Mixed-Use	980,000 square feet, subject to the provisions of the Equivalency Matrix
No. of Dwelling Units:	800 Dwelling Units, in a variety of single and multi-story buildings, subject to the provisions of the Equivalency Matrix
Wetlands and Isolated Uplands	72.8 acres

Mitchell 54 West MPUD is a proposed 333-acre mixed-use compact walkable development located at the southwest corner of SR 54 and Little Road, within the larger Mitchell Ranch Western Hub PD. Mitchell 54 West MPUD qualifies as a Mixed-Use Trip Reducing Project.

The Project will be developed as a fully-integrated, pedestrian-friendly, mixed-use community with several interconnected activity nodes. These are anticipated to include a neighborhood convenience shopping center, an open-air lifestyle center, and power center/big box anchored center, together with a mixture of multi-family, attached and detached residential home product types. Large connected systems of existing wetlands will be preserved. Pedestrian/bicycle trails will provide connectivity throughout, while being sensitive to natural features. Attention will be paid to urban form, with the flexibility to evolve into more dense and intense development in the coming years, as the market changes and regional transit becomes available.

FINDINGS OF FACT

1. The proposed Mitchell 54 West MPUD is within the Western Hub Subarea with designated Future Land Use (PD) Planned Development approved on July 27, 2010. The proposed Mitchell Ranch South MPUD is consistent with the Western Hub Subarea.
2. The Project complies with LDC Section 901.13 Mixed-Use Trip Reduction Measures and qualifies as a Mixed-Use Trip Reducing Project. The overall design provides for connectivity and walkability between uses/parcels, efficient traffic circulation and maximum internal capture, as demonstrated in in the MPUD Master Plan attached to the conditions of approval (“COA”) as Exhibit “B” and the MUTRM Master Plan attached in the COA as Exhibit “C”. The Compact Development Area for the Project, as shown on the MUTRM Master Plan, exceeds a ¼ mile radius, but has been approved by the Planning and Development department based on the Project’s walkability in accordance with LDC Section 901.13. Additionally, the Planning and Development Department has found that the development of the intended commercial areas within the Project, including the lifestyle center, satisfies the requirements Section 901.13 concerning the Neighborhood Center and local-serving commercial/retail uses.
3. The Project provides for an integrated system of parks, trails and sidewalks that will provided for the Project through the Generalized Pedestrian, Trails, Parks and Mobility Plan, the present form of which is attached to the COA as Exhibit “D”.
4. The Project encourages transit opportunities and provides for a minimum of three transit facilities depicted in the COA as Exhibit “E” the “Transit Accommodations Plan”. The COA also create the flexibility to allow the developer to potentially include transit oriented development phases (at the developer’s sole discretion) in the future upon the provision of certain additional transit facilities.
5. The applicant/developer has submitted a Master Roadway Phasing Plan attached in the COA as Exhibit “J” (the “MRP”). The MRP sets forth the proposed road network and typology for all major streets and roads within the Project, the required right-of-way widths, roadway cross sections, number of lanes, intersection geometry, design speed, required interconnects, and the alignment of Welbilt Boulevard. All streets and roads in the Project comply with the cross-sections and typology shown on the MRP, as amended from time to time.
6. The Applicant/developer has provided an access management study (the “**Access Management Study**”) for external site access points/intersections (collectively, the

“External Site Access Improvements”). The applicant/developer agrees to construct or bond in accordance with the LDC, and site-access improvements identified in the COA.

7. The attached COA are in compliance with school impact fees and concurrency requirements.
8. The attached COA are in compliance with all environmental and wetland requirements and review comments.
9. The attached COA are in compliance with all internal and external review agency requirements and review comments.
10. The COA's obligate the developer of the Project to construct an extension of Welbilt Boulevard from its present northern terminus to Mitchell Ranch Road through the Project in consideration of the County giving the developer of the Project mobility fee credits for the cost of the same. The specific rights and obligations of the County and the developer concerning the Welbilt Extension as are set out in the Development Agreement for the Welbilt Extension, which will be considered by the DRC (and the BOCC) as a separate agenda item to be heard concurrently with the MPUD and COA.
11. On April 23, 2015 the Development Review Committee approved the following Alternative Standards:
 - a. Cross access and interconnection requirements as set forth in Section 901.3 of the LDC, which relieves the applicant/developer of the requirement to provide vehicular cross-access to the School Board site south of the Project.
 - b. Access spacing as set forth in 901.3.I of the LDC, which provides alternative access spacing for the Project based on existing roadway design and approvals.
 - c. Prop Share for Substandard Road Analysis as set forth in Section 901.4.F, which allows Applicant/developer to make the payment as required under Condition No. 25 for the pending Welbilt Boulevard paving assessment. Applicant/developer acknowledges that this Alternative Standard request will be effective upon the County's adoption of certain amendments to Sections 407 and/or 901.4.F of the LDC to permit Alternative Standard requests for Prop Share payments under 901.4.F.

STAFF ANALYSIS

The Planning and Development Department recommends approval of the MPUD Master Planned Unit Development subject to the attached rezoning Conditions of Approval, Petition No. 7116 and the attached Exhibits.

DEVELOPMENT REVIEW COMMITTEE ACTION

On April 23, 2015, the Development Review Committee (DRC) unanimously recommended approval of the proposed Mitchell 54 West MPUD with Conditions of Approval (COA).

ALTERNATIVES AND ANALYSIS

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

RECOMMENDATION:

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

ATTACHMENTS:

1. MPUD Conditions of Approval
2. COA Exhibits A through J
3. Resolution

**MITCHELL 54 WEST
MASTER PLANNED UNIT DEVELOPMENT
CONDITIONS OF APPROVAL
REZONING PETITION NO. RZ-7116**

Master Development Plans

1. Development shall be in accordance with the application, plans, and information submitted for the MPUD (the “**Project**”), unless otherwise stipulated or modified herein.

Ordinances

2. In addition to the MPUD Master Planned Unit Development conditions of approval, the applicant/developer shall comply with all Pasco County ordinances, including all impact/mobility fees and concurrency ordinances, subject to the provision of Condition No. 39 concerning School Concurrency.

Land Use

3. Land uses and entitlements may be exchanged by applicant/developer in accordance with the Land Use Equivalency Matrix attached hereto as **Exhibit “A”**. Land use exchange requests shall be submitted to the Planning and Development Administrator or designee for verification as to implementation and administrative approval in accordance with the Land Use Equivalency Matrix.
4. The nonresidential dimensional standards for the entire project (including the Compact Development Area (“**CDA**”) and Non-Compact Development Area (“**Non-CDA**”) shall be as follows:
 - a. Minimum Building Line Setback of 20 Feet from external project boundaries (Type “B” landscape buffer along south end of the Project)
 - b. Maximum height of 100 Feet (additional height for monumentation/architectural features may be allowed subject to approval by Planning and Development Administrator or designee)
 - c. Maximum Lot Coverage of 100 percent
5. The multifamily unit dimensional standards for the entire project (including the CDA and Non-CDA) shall be as follows:
 - a. Minimum Building Line Setback of 20 Feet from external project boundaries (Type “B” landscape buffer along south end of the Project)
 - b. Maximum Building Height of 100 Feet
 - c. Maximum Lot Coverage of 100 percent
6. The County acknowledges that the lifestyle center portion of the Project may contain a variety of individual uses, such as a movie theater, that have different individual parking requirements under the LDC. Based on its urban design, walkability, mixed use and off peak needs, parking for the lifestyle center shall be based on the total number of parking spaces within, or provided for, the lifestyle center and the minimum number of parking spaces provided for the lifestyle center as a whole (regardless of individual use) shall be 4.5 parking spaces per 1,000 SF of gross floor area.
7. The non-residential components within the entire project (including the CDA and Non-CDA) may be mixed with the multifamily component as follows, but not to exceed the approved entitlements:
 - a. Residential may be located above commercial.
8. The MPUD Master Plan for Mitchell 54 West includes three land use areas, listed below with the uses in each:
 - a) **Mixed-Use:** Retail, professional services, office, entertainment (including theaters), civic, cultural, restaurants, hotels/motels, single family (attached and detached) and multi-family residential, including without limitation, mixed-use, commercial, services, office (including

administrative, medical and professional, medical facilities and clinics), adult congregate living facilities, daycare, churches, public service and educational facilities, support commercial/retail and services, and permanent and temporary retail and service kiosks.

b) **Commercial:** Retail, professional services, office, entertainment, civic, cultural, restaurants, hotels/motels, including without limitation, mixed-use, commercial, services, office (administrative, medical and professional, medical facilities and clinics), adult congregate living facilities, residential treatment and care facilities, daycare, churches, public service facilities, and support commercial/retail and services.

c) **Single Family Residential:** Single family detached units

*- Residential areas within the Project may include “garage apartments” or “guest suites” under the following terms and conditions:

- Garage apartments and guest suites shall be accessory units and shall not be considered separate residential units for purposes of the MPUD Entitlements.
- Garage apartments and guest suites may be constructed as part of the original home construction or as a post-construction addition.
- For-sale lots in the Project (attached or detached product) may have either a garage apartment or a guest suite, but in no instance may they have both.
- Garage apartments and guests suites may have a kitchen, in addition to other typical amenities, such as a living area, bathroom, and, bedroom(s).
- Garage apartments and guests suites shall be served by the same water meter and electric meter as the primary residence.
- Garages with garage apartments or guest suites may NOT be sold as separate dwelling units independent of the primary residence through a lot split, subdivision or other conveyance.

MUTRM Design Standards

9. Unless otherwise approved by the County or as otherwise set forth herein, the Project shall comply with LDC Section 901.13 Mixed-Use Trip Reduction Measures.
10. The Project shall be developed in substantial compliance with the MPUD Master Plan, which is attached hereto as **Exhibit “B”** and the MUTRM Master Plan, which is attached hereto as **Exhibit “C”**. The Project qualifies as a Trip Reducing Project in accordance with Comprehensive Plan Policy TRA 2.4.1 and LDC Section 901.13. The CDA portion of the Project (as depicted on the MUTRM Master Plan) is entitled to reduced mobility fees in accordance with LDC Section 901.13. Modifications to the MUTRM Master Plan, including, but not limited to, the roadway alignment, block structure and CDA, may be administratively approved by Planning and Development Administrator or designee, consistent with LDC Section 901.13 Mixed Use Trip Reduction Measures and, if administratively approved, shall not constitute an amendment to the MPUD conditions of approval or the MPUD Master Plan.
11. In accordance with Section 901.13.E.2.a interconnectivity within the Project is being provided as shown on the MRP (as hereinafter defined) and the Parks and Mobility Plan (as hereinafter defined).

Parks, Open Spaces and Trails

12. Applicant/developer has submitted a Parks and Pedestrian Plan, which is attached as **Exhibit “D”** (the “**Parks and Mobility Plan**”), which has been approved by DRC and found to meet the requirements of LDC Section 905.1. Any future modifications to the Parks and Mobility Plan shall ensure that parks and open spaces are integrated in the mixed use and multifamily areas in the form of squares, plazas, parks, and/or greenbelts. Modifications to the Parks Master Plan may be administratively approved by the Planning and Development Administrator or designee and, if administratively approved, shall not constitute an amendment to the MPUD conditions of approval or the MPUD Master Plan.

13. The applicant/developer shall construct a multiuse path in compliance with the Parks and Mobility Plan. The multiuse path shall be planted with a canopy tree at 60 feet on center average. Park bench seating located next to a canopy tree will be required for every one quarter mile along the multiuse path.

Transit Accommodations Plan

14. The applicant/developer shall be required to provide such facilities as set forth on **Exhibit "E"** attached hereto (the "**Transit Accommodations Plan**"). Modifications to the Transit Accommodations Plan may be administratively approved by the Planning and Development Administrator or designee and, if administratively approved, shall not constitute an amendment to the MPUD conditions of approval or the MPUD Master Plan. Any proposed modification to the Transit Accommodations Plan shall be submitted to the Planning and Development Department and PCPT for review and approval by the Planning and Development Administrator or designee as provided above. Additionally, any such proposed modification shall, unless otherwise approved by the Planning and Development Administrator or designee, be subject to PCPT review 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 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.

Potential Transit Oriented Development (TOD) Phases

15. Applicant/developer shall not be required to include a transit-oriented design area (individually, a "**TOD Phase**" or collectively, the "**TOD Phases**") within the Project. However, if applicant/developer, in its sole discretion, elects to include a TOD Phase within the Project, then, in order to obtain the additional densities and intensities that are permitted within the Transit Center Overlay area (as provided in the Comprehensive Plan), applicant/developer shall be required to submit a transit-oriented design plan (a "**TOD Plan**") showing the proposed TOD Phase(s) and any transit facilities required to serve the proposed TOD Phase(s) (the "**TOD Facilities**"). Any such TOD Plan shall be submitted to the Planning and Development Department and PCPT for review and approval by the Planning and Development Administrator or designee based on a review of the TOD Plan in accordance (a) with the County's transit oriented design ordinance, if one has been adopted by the County at the time of submittal of such a TOD Plan or (b) if no such transit oriented design ordinance has been adopted by the County at the time of submittal of such a TOD Plan, with Section 1302.F.2.i of the LDC (referencing certain transit oriented station plan requirements and design principles). The applicant/developer and its successors shall not refuse the PCPT, or any other transit authority, or any of its users/patrons access to any such proposed TOD Facilities.

The applicant/developer shall include and show on any preliminary plan/preliminary site plan for a TOD Phase the TOD Facilities required for such TOD Phase by the Transit Plan. The TOD Facilities for each TOD Phase shall be constructed with the infrastructure improvements of each applicable TOD Phase unless alternative phasing is approved by the Planning & Development Administrator or designee.

Only those phases of the Project developed as TOD Phases shall be classified as "transit oriented development" for purposes of mobility fees and any credits or incentives permitted by the LDC or otherwise by the County. Modifications to the TOD Plan (if a TOD Phase is proposed by applicant/developer) may be administratively approved by the Planning and Development Administrator or designee and, if administratively approved, shall not constitute an amendment to the MPUD conditions of approval or the MPUD Master Plan. Furthermore, any amendment to the MPUD that is proposed by applicant/developer as a result of the inclusion of a TOD Phase shall be deemed to be a nonsubstantial modification to the MPUD that may be administratively approved by Planning and Development Administrator or Zoning Administrator.

Transportation/Circulation

Access Management

16. **Internal Access Points:** All internal roadways and intersections shall be built in accordance with the MRP.
17. **External Access Points:** The Applicant/developer has provided an access management study (the "**Access Management Study**") for the following external site access points/intersections (collectively, the "**External Site Access Improvements**") The applicant/developer shall construct or bond in accordance with the LDC, the following site-access improvements:

- a. SR 54 and Project Driveway A: The applicant/developer shall construct a directional median opening connection to SR 54 for Project Driveway A. The access connection shall include a westbound left turn lane and an eastbound right turn lane as shown on **Exhibit "F-1"**.
- b. SR 54 and Project Driveway B: The applicant/developer shall construct a full access connection to SR 54 for Project Driveway B. The applicant/developer shall signalize the intersection when warranted. The access connection shall include westbound dual left turn lanes, an eastbound right turn lane, northbound dual left turn lanes, northbound through lane and a northbound right turn lane as shown on **Exhibit "F-2"**.
- c. SR 54 and Project Driveway C: The applicant/developer shall construct a directional median opening connection to SR 54 for Project Driveway C. The access connection shall include a westbound left turn lane and an eastbound right turn lane as shown on **Exhibit "F-3"**.
- d. SR 54 and Project Driveway D: The applicant/developer shall construct a right-in only access to SR 54 for Project Driveway D. The access connection shall include an eastbound right turn lane as shown on **Exhibit "F-4"**.
- e. Little Road and Project Driveway E: The applicant/developer shall construct a right-in/right-out access to Little Road for Project Driveway E. The access connection shall include a southbound right turn lane as shown on **Exhibit "F-5"**.
- f. Little Road and Project Driveway F: The applicant/developer shall construct a directional median opening on Little Road for Project Driveway F. The access connection shall include a southbound right turn lane and a northbound left turn lane as shown on **Exhibit "F-6"**.
- g. Little Road and Project Driveway G: The applicant/developer shall construct a full access on Little Road for Project Driveway G. The applicant/developer shall signalize the intersection when warranted. The access connection shall include a southbound right turn lane, a northbound left turn lane, an eastbound left turn lane and a westbound through/right lane as shown on **Exhibit "F-7"**.
- h. Welbilt Boulevard Extension at Project Driveway H: The applicant/developer shall construct a full access on Welbilt Boulevard Extension for Project Driveway H as shown on **"Exhibit "F-8"**.
- i. Welbilt Boulevard Extension at Project Driveway I: The applicant/developer shall construct a full access on Welbilt Boulevard Extension for Project Driveway I as shown in **Exhibit "F-9"**.
- j. Welbilt Boulevard Extension at Project Driveway J: The applicant/developer shall construct a full access on Welbilt Boulevard Extension for Project Driveway J. The applicant/developer shall construct a southbound left turn lane as shown on **Exhibit "F-9"**.
- k. Welbilt Boulevard Extension at Braydon Drive: The applicant/developer shall extend Braydon Drive to a full access connection with Welbilt Boulevard Extension as shown in **Exhibit "F-10"**.
- l. Welbilt Boulevard Extension at Project Driveway L: The applicant/developer shall construct a full access on Welbilt Boulevard Extension for Project Driveway L as shown on **"Exhibit "F-10"**.

Applicant/developer shall be responsible for the construction of the External Site Access Improvements in phases prior to or concurrent with construction of the infrastructure improvements to serve the portions of the Project necessitating such improvements. At the time of each preliminary site plan approval, applicant/developer shall provide to the County for its review and approval, the list of External Site Access Improvements that have been or will be constructed to serve the existing phases of the Project and the phase(s) that are being considered for approval as part of such site plan approval. Provided that the County confirms that such proposed External Site Access Improvements are adequate to serve such existing and proposed phase(s) of the Project based on **Exhibit "G"**, applicant/developer shall be permitted to construct the External Site Access Improvements in the phases as proposed by applicant/developer. If the Project trips as depicted in **Exhibit "G"** are exceeded for any access point, then the applicant/developer shall be required to either: 1) construct additional access points necessary to maintain the trip thresholds in **Exhibit "G"** or 2) demonstrate

through additional access management analysis, as approved by the County, that the County's adopted Level of Service standards will be maintained at each access point.

18. The construction by the Applicant/developer of the External Site Access Improvements as set forth in **Exhibit "F"** shall vest the Project against further required external access requirements for County purposes through December 31, 2025, subject to the following conditions (Note: some of the External Site Access Improvements are subject to FDOT approval at the time of development and FDOT may require additional improvements as applicable):
 - a. Trip Generation Monitoring
 - (1) Eighteen (18) months following construction plan approval for vertical construction of fifty percent (50%) of the MPUD entitlements in terms of the gross p.m. peak-hour Project trip generation (based on the Trip Generation Monitoring Table attached hereto as **Exhibit "H"**), or prior to construction plan approval for vertical construction of sixty percent (60%) of the MPUD entitlements in terms of gross p.m. peak-hour Project trip generation (based on the Trip Generation Monitoring Table attached hereto as **Exhibit "H"**), applicant/developer shall institute a monitoring program to compare current traffic counts with total future traffic projections (also shown on **Exhibit "H"**) from the Access Management Study.
 - (2) Monitoring shall continue on a biennial basis until Project build-out and shall be submitted to the Planning and Development Department biennially from the date of commencement. Should the County Engineer or his/her designee determine (in between biennial reporting dates) that storage bay queues entering the Project from SR 54 or Little Road are spilling into thru lanes on SR 54 or Little Road, the County Engineer or his/her designee may request an interim monitoring evaluation to evaluate and confirm if there is such a deficiency in storage length (to accommodate the queues) and propose possible improvements to cure such deficiency. Each monitoring event shall be conducted within a sixty (60) day period from the due date of each event to ensure that the counts are relatively current and shall be conducted when Pasco County schools are in session.
 - (3) The monitoring program shall consist of weekday, p.m. peak-hour directional counts from 4:00 p.m. to 6:00 p.m., with subtotals at fifteen (15) minute increments at all of the Project's external access points on SR 54, Little Road and Welbilt Boulevard. The trips at all external access points will be compared to the total future traffic forecasts identified in **Exhibit "H"**.
 - (4) The monitoring program shall also monitor the storage bays entering the site at the intersections on SR 54 and Little Road to ensure that the queues do not spill out into thru traffic on SR 54 or Little Road.
 - (5) The results of each monitoring event shall be submitted to the Planning and Development Department.
 - (6) If monitoring results demonstrate that the traffic exceeds the projected traffic volumes identified in **Exhibit "H"** or if the storage bays along SR 54 or Little Road are inadequate to accommodate queues, the County may require a re-evaluation of the Access Management Study and additional access improvements may be required. Improvements shall be determined in accordance with the LDC and Access Management Standards, as amended.
19. All roads that will be used to access public-purpose sites, such as public school, public park, library, and fire/rescue sites, if any (as determined by the School Board, Parks and Recreation Department, Libraries Services Department, Emergency Services Department, or DRC, as applicable) shall be public roadways and constructed in accordance with applicable County/FDOT design, construction, and signage standards; e.g., F.S. 316, and *Manual of Uniform Traffic Control Devices* standards. Such roadways shall be deeded in fee simple to the County or FDOT, as applicable, prior to or concurrent with the first record plat containing such roadways, or where no record plat is required prior to or concurrent with the issuance of the first CO for a building utilizing such roadways.

20. The County has approved Applicant's requests for Alternative Standards for the following:
- a. Cross access and interconnection requirements as set forth in Section 901.3 of the LDC, which relieves applicant/developer of the requirement to provide vehicular cross-access to the School Board site south of the Project.
 - b. Access spacing as set forth in 901.3.I of the LDC, which provides alternative access spacing for the Project based on existing roadway design and approvals.
 - c. Prop Share for Substandard Road Analysis as set forth in Section 901.4.F, which allows Applicant/developer to make the payment as required under Condition No. 25 for the pending Welbilt Boulevard paving assessment. Applicant/developer acknowledges that this Alternative Standard request will be effective upon the County's adoption of certain amendments to Sections 407 and/or 901.4.F of the LDC to permit Alternative Standard requests for Prop Share payments under 901.4.F.
21. Any gates located within gated communities shall be setback sufficiently in order to provide vehicular stacking for a minimum of three vehicles, unless a greater distance is determined to be required at the time of each preliminary development plan or preliminary site plan review. All entrances accessed by key or electronically coded systems shall be equipped with a system approved by the Emergency Services Director to allow fire or other emergency vehicles immediate access to the development. Upon replacement of any existing gated system, the replacement shall be equipped with a system acceptable to Pasco County. In addition, the access lane widths and clearance between fixed structures shall be a minimum of 15 feet in width.

Dedication of Right-of-Way

22. Unless otherwise determined at the PDP/PSP review, streets may be private but shall be constructed to County standards. In case of private streets, dedication and maintenance shall be the responsibility of a Homeowner's/Property Owner's Association or CDD, as applicable. Pasco County will not be responsible for the maintenance of any private streets.
23. Subject to the provisions of the LDC, Section 901.2.J. (Transportation-Corridor Management; Dedication-Rough Proportionality) the applicant/developer shall convey, at no cost to the County, (a) the right-of-way for the portion of SR 54 lying adjacent to the Project depicted on **Exhibit "I"** (which provides 125 feet from centerline of construction of SR 54); (b) the right-of-way for the portion of Little Road lying adjacent to the Project depicted on **Exhibit "I"** (which provides 105 feet from centerline); (c) the right-of-way for the portion of Mitchell Ranch Road lying adjacent to the Project depicted on **Exhibit "I"** (which provides 40 feet from centerline); and (d) a total of 60 feet of right-of-way for Welbilt Boulevard for the portion of Welbilt Boulevard to be extended through the Project. (All per Pasco County Corridor Preservation Table, as amended, located in the Comprehensive Plan, Transportation Element, for arterial/collector and major intersection right-of-way requirements.)

In addition, the applicant/developer shall, at no cost to Pasco County, provide sufficient drainage/retention, wetland and floodplain mitigation facilities on the applicant/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 SR 54, Little Road, Mitchell Ranch Road and Welbilt Boulevard within or adjacent to the boundaries of the applicant/developer's property including, but not limited to, mitigation for initial and future lanes of travel, shoulders, frontage roads, sidewalks, multimodal paths, medians, slope easements (if applicable, once grade of roadway is set) and other roadway appurtenances. The required drainage/retention, wetland, and floodplain mitigation facilities shall be determined at the time of the Stormwater Management Master Plan review for the portion(s) of the project adjacent to SR 54, Little Road, Mitchell Ranch Road and Welbilt Boulevard, and this paragraph of this condition shall expire after such stormwater management plans have been approved, unless such facilities are required pursuant to a development agreement approved pursuant to the LDC, Section 403. All stormwater management plans, reports, or calculations for the applicant/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. Applicant/developer's obligation to construct any improvements or facilities shall expire if no construction plans for the portion of SR 54, Little Road, Mitchell Ranch Road or Welbilt Boulevard, respectively, have been completed as of the date of approval of the stormwater-management plan for the portion(s) of the Project adjacent to such respective roads;

however, applicant/developer's obligation to dedicate/convey such land as required by this condition shall not expire.

24. To the extent that any of the conditions of this approval constitute monetary or property exactions that are subject to *Nollan v. California Coastal Comm'n*, 483 U.S. 825 (1987), and *Dolan v. City of Tigard*, 512 U.S. 374 (1994), the applicant/owner, and successors and assigns (a) agrees that there is a nexus and rough proportionality between such conditions and the impacts of this project/development, and that such conditions are necessary to ensure compliance with the criteria of the LDC and Comprehensive Plan that are applicable to this approval, and (b) waives any claims based on such conditions. This agreement/waiver was entered into voluntarily, in good faith, for valuable consideration, and with an opportunity to consult legal counsel, but does not affect the applicant/owner's ability to seek variances, administrative remedies, or modifications of the conditions of this approval through applicable processes in the LDC.

Design/Construction Specifications

25. Prior to, or concurrent with, 1) the issuance of a certificate of occupancy by the County for the first large scale commercial-retail building (Big Box) in the "Mixed Use" area in the northwest portion of the Project, or 2) the County's approval of the first plat for residential development in the "Single Family Residential" area along Welbilt Boulevard with a roadway connection to Welbilt Boulevard as depicted on the MPUD Master Plan, applicant/developer shall construct (or post performance security acceptable to the County) a 2-lane extension of Welbilt Boulevard within the 60 feet of right-of-way provided from applicant/developer pursuant to Condition No. 23 above, from its present northern terminus near the southwest corner of the Project through the Project to Mitchell Ranch Road, including the improvements at Mitchell Ranch Road and S.R. 54, all as more particularly described on the MRP (the "**Welbilt Extension**"). The cross section of the Welbilt Extension is depicted on the MRP. Concurrent with the approval of the subject MPUD, applicant/developer and the County are entering into a development agreement (the "**Development Agreement**"), which provides that Applicant/developer is entitled to mobility fee credits for the designing, permitting and construction of the Welbilt Extension and sets forth a more complete description of the facilities to be constructed as part of the Welbilt Extension.

The Project shall be assessed the sum of \$243,327.37 as part of the paving assessment project for the existing section of Welbilt Boulevard (PVAS No. 3067), in full satisfaction of any obligations that the Project might have under the aforementioned paving assessment or under a Substandard Road Analysis. Applicant/developer's obligation to pay the foregoing sum is contingent upon there not being any timely appeals filed of this MPUD, or if there any such appeals, such appeals being resolved to the satisfaction of applicant/developer.

26. Except as otherwise authorized by the Mitchell 54 West MPUD prior to final record plat approval for residential, or where platting is not required, prior to the issuance of any Building Permits occurring after December 31, 2025, the applicant/developer shall submit an updated timing and phasing analysis utilizing a methodology approved by Pasco County. The County may impose additional conditions based upon the updated timing and phasing analysis as approved by Pasco County.
27. The applicant/developer has submitted a Master Roadway Phasing Plan attached hereto as **Exhibit "J"** (the "**MRP**"), which has been approved by DRC. The MRP sets forth the proposed road network and typology for all major streets and roads within the Project, the required right-of-way widths, roadway cross sections, number of lanes, intersection geometry, design speed, required interconnects, and the alignment of Welbilt Boulevard. All streets and roads in the Project shall comply with the MRP and cross-sections set forth therein. By its approval of the MRP, the DRC also granted certain alternative standards for the Project's street typology (sizes, right-of-way widths, and on-street parking). The MRP may be modified administratively by the Planning and Development Administrator or designee and, if administratively approved, shall not constitute an amendment unless it is inconsistent with these MPUD conditions of approval or the MPUD Master Plan.

Environmental

28. The applicant/master developer or parcel developer shall complete preconstruction surveys for Sherman's fox squirrels, which shall be conducted during their breeding seasons (May to August and November through January). If nests are found, the FFWCC and the Pasco County Biologist shall be contacted for review and consultation to determine appropriate preconstruction conservation and mitigation measures.

29. The applicant/master developer or parcel developer shall complete a Gopher Tortoise Survey in accordance with the FFWCC survey guidelines. A copy of this survey shall be sent to the Planning and Development Department for further review and approval by the County Biologist and to the FFWCC prior to preliminary development plan/preliminary plan site plan approval. A copy of the FFWCC After Action Report shall be submitted prior to issuance of the site development permit. If the Project is delayed follow-up surveys shall be conducted no less than 90 days and no less than 72 hours prior to commencing gopher tortoise capture and relocation activities. All surveys shall be sent to Planning and Development, the Pasco County Biologist, and FFWCC for further review and approval.
30. The applicant/master developer or parcel developer shall submit a breeding season survey for the Southeastern American Kestrel in accordance with FFWCC survey guidelines. Surveys shall be conducted prior to anticipation of construction activities commencing for any phase that is within the Southeastern American Kestrel breeding season. If nests are found, the FFWCC and the Pasco County Biologist shall be contacted for review and consultation to determine appropriate preconstruction conservation and mitigation measures.
31. The applicant/master developer or parcel developer shall submit a breeding season survey for the Florida Sandhill Crane in accordance with FFWCC survey guidelines. Surveys shall be conducted prior to anticipation of construction activities commencing for any phase that is within the Florida Sandhill Crane breeding season. If nests are found, the FFWCC and the Pasco County Biologist shall be contacted for review and consultation to determine appropriate preconstruction conservation and mitigation measures.
32. If, during construction activities, any evidence of the presence of State and Federally protected plant and/or animal species is discovered that would result in a take, work shall come to an immediate stop, and Pasco County shall be notified within two working days. Work may resume if construction activities are consistent with state and/or federal rules, guidelines or all pertinent permits have been obtained.

Wetlands

33. Wetlands (conservation/preservation areas) shall be as defined by the Pasco County Comprehensive Plan, Chapter 3, Conservation Element, Wetlands, Policy 1.3.1, and shown on all preliminary plans/preliminary site plans and construction plans/construction site plans.
34. Where impacts to Category I, II and III wetlands are proposed, the application shall include a narrative statement of the proposed impact. The narrative statement should include all wetland impacts itemized by wetland size and type. A table shall be provided that details the following wetland impact information: impact area number, wetland category, the acreage of the impact area, mitigation area number where the impact will be mitigated, and the acreage of the mitigation area. Where possible, it is preferred that mitigation be within or immediately adjacent to critical linkages; parcels immediately adjacent to existing public conservation lands; or within ecological planning units in areas that are adjacent to conservation lands. For impacts to Category I Wetlands, the applicant shall coordinate the wetland mitigation plan for these wetlands with Pasco County and applicable agencies. Approval of this rezoning does not guarantee approval of the conceptual site plan wetland impacts.
35. Any wetland mitigation proposed in a Critical Linkage shall be reviewed and approved by the County. A preferred mitigation plan in such a Critical Linkage will consist of a combination of upland and wetland habitats.

Unless otherwise authorized by the County, there shall be a buffer around all Category I wetlands of 25 feet, not inclusive of any lots. Wetland buffers around Category II and Category III wetlands shall be required in accordance with the SWFWMD or other regulatory agencies and shall not be inclusive of any lots. The upland buffer is not required at the location where an impact to a wetland is permitted.

36. A copy of the SWFWMD ERP shall be sent to the Planning and Development Department prior to issuance of the Site Development Permit.

Community Development District

37. As provided in Chapter 190, Florida Statutes, and subject to the BCC's separate approval, the CDD is hereby authorized to undertake the funding and construction of any of the projects, whether within or outside the boundaries of the CDD, that are identified within this rezoning approval. Further, any obligations of the applicant/developer contained in this approval may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by the

County. However, such CDD shall not be authorized to levy assessments on any property either owned or to be owned by the County or School Board (Public Properties) that are located within the boundary of the CDD. All applicable documents pertaining to the undertaking of funding and construction by the CDD shall reflect the following:

- a. Public Properties shall not be considered benefited properties and shall not be assessed by the CDD.
- b. No debt or obligation of such CDD shall constitute a burden on any Public Property.

Education Facilities

Payment of Impact Fees

38. The applicant/developer or its successors shall pay school impact fees for the impacts of the residential component of the MPUD to the District School Board of Pasco County (the “**School Board**”) in accordance with Section 1302.3 of the LDC.

School Concurrency

39. The applicant/developer shall be required to comply with all applicable provisions of the adopted School Concurrency Ordinance, but shall not be required to provide an on-site school.

Contribution toward Multiuse Path

40. Within ten (10) days after the County’s approval of the first residential plat for the portion of the Project that abuts the School Board property to the south, applicant/developer shall make a contribution in the amount of \$15,000.00 to be used by the School Board for its construction of a multiuse path on the School Board’s property lying south of the Project to provide limited (as controlled by the School Board) pedestrian access from the Project for students and their families.

Utilities/Drainage/Water Service/Wastewater Disposal

41. The applicant/developer shall construct all water and wastewater facilities within the Project to current FGUA standards.
42. The applicant/developer shall submit a Stormwater Management Plan and Report for each development phase or increment in accordance with the Pasco County LDC, as amended. The plans shall be approved prior to or simultaneous with the 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 Planning and Development Department.

Procedures

43. A disclosure statement regarding the construction of all future public roadways abutting and through the MPUD Master Planned Unit Development shall be included in all sales contracts for residential and nonresidential sales with the MPUD Master Planned Unit Development. This disclosure shall include the future roadway’s number of lanes and construction timing, if applicable.
44. 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.
45. 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 applicant/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.

46. The portions of the Project which contain existing or interim silvicultural and/or agricultural activities shall be permitted until commencement of development for that portion of the Project.
47. Preliminary development plan/preliminary site plan submittals shall include a detailed breakdown of the individual plan approvals, including the plan name and increment or phase designation as it relates to the Master Development Plan, acreage of the site, total number of units, or gross floor area ratio of commercial space which have received preliminary development plan/preliminary site plan approval, construction plan/construction site plan approval, and/or record plat approval.
48. In addition to complying with the above conditions, no further plan approvals will be granted until such time as the acknowledgment portion of the **BCC approved** document is completed (including notarization) and received by the Planning and Development Department after the final BCC action.
49. All conditions of this MPUD Master Planned Unit Development approval are material to the BCC approval. Accordingly, the conditions are not severable. In the event any section, subsection, sentence, clause, or provision of these conditions or the rezoning resolution is challenged and declared illegal, invalid, or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination, the remainder of the conditions and MPUD Master Planned Unit Development approval shall be suspended until such time that the BCC modifies the MPUD Master Planned Unit Development conditions of approval to address the illegal or invalid provision, provided that such suspension shall not exceed nine months in duration. However, such determination shall not affect the validity of 1) MPUD Master Planned Unit Development entitlements that have received plat, Building Permit, or CO approval; or 2) any MPUD Master Planned Unit Development mitigation committed to or performed as of the date the determination is made, unless such approvals or mitigation are specifically declared to be illegal, invalid, or unenforceable. Requests for BCC-approved modifications to the MPUD Master Planned Unit Development or the MPUD Master Planned Unit Development conditions of approval shall not be considered challenges and decisions by the BCC regarding any modification or the like shall not have the effect of suspending the conditions and the MPUD Master Planned Unit Development approval under any circumstances.

- Exhibits:
- "A" - Land Use Equivalency Matrix
 - "B" - MPUD Master Plan
 - "C" - MUTRM Master Plan
 - "D" - Parks and Mobility Plan
 - "E" - Transit Accommodations Plan
 - "F" - External Site Access Improvements
 - "G" - Phasing Information for External Site Access Improvements
 - "H" - Trip Generation Monitoring Table
 - "I" - Right-of-Way Dedications
 - "J" - MRP (Master Roadway Phasing Plan)

[EXECUTION PAGE TO FOLLOW]

OWNER'S/DEVELOPER'S ACKNOWLEDGMENT:

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

David Dewey Mitchell

Rebecca Leigh Mitchell

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2015, by David Dewey Mitchell, who is personally known to me or has produced a driver's license as identification.

Notary Public

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2015, by Rebecca Leigh Mitchell, who is personally known to me or has produced a driver's license as identification.

Notary Public

[SIGNATURE PAGE TO FOLLOW]

MITCHELL RANCH PARTNERSHIP, LTD.,
a Florida limited partnership

By: MITCHELL RANCH MANAGEMENT, INC.,
its General Partner

By: _____
D. Dewey Mitchell, President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2015, by D. Dewey Mitchell, as President of Mitchell Ranch Management, Inc., the General Partner of Mitchell Ranch Partnership, Ltd., a Florida limited partnership, on behalf of the limited partnership. He is personally known to me or has produced a driver's license as identification.

Notary Public

[SIGNATURE PAGE TO FOLLOW]

BREAZEAL LTD., a Florida limited partnership

By: _____
D. Dewey Mitchell, as Trustee of the Samantha Boyer Irrevocable Trust Agreement dated December 20, 1989, its General Partner

By: _____
D. Dewey Mitchell, as Trustee of the Mary Pfaffko Irrevocable Trust Agreement dated December 20, 1989, its General Partner

By: _____
D. Dewey Mitchell, as Trustee of the Arthur James Dean Pfaffko Irrevocable Trust Agreement dated December 20, 1989, its General Partner

By: _____
D. Dewey Mitchell, as Trustee of the Derek James Mitchell Irrevocable Trust Agreement dated December 20, 1989, its General Partner

By: _____
D. Dewey Mitchell, as Trustee of Carly Jean Mitchell Irrevocable Trust Agreement dated December 20, 1989, its General Partner

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2015, by D. Dewey Mitchell, as Trustee of the Samantha Boyer Irrevocable Trust Agreement dated December 20, 1989, its General Partner. He is personally known to me or has produced a driver's license as identification.

Notary Public

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2015, by D. Dewey Mitchell, as Trustee of the Mary Pfaffko Irrevocable Trust Agreement dated December 20, 1989, its General Partner. He is personally known to me or has produced a driver's license as identification.

Notary Public

[ACKNOWLEDGEMENT PAGE TO FOLLOW]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2015, by D. Dewey Mitchell, as Trustee of the Arthur James Dean Pfaffko Irrevocable Trust Agreement dated December 20, 1989, its General Partner. He is personally known to me or has produced a driver's license as identification.

Notary Public

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2015, by D. Dewey Mitchell, as Trustee of the Derek James Mitchell Irrevocable Trust Agreement dated December 20, 1989, its General Partner. He is personally known to me or has produced a driver's license as identification.

Notary Public

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2015, by D. Dewey Mitchell, as Trustee of the Carly Jean Mitchell Irrevocable Trust Agreement dated December 20, 1989, its General Partner. He is personally known to me or has produced a driver's license as identification.

Notary Public

[SIGNATURE PAGE TO FOLLOW]

JAMES W. MITCHELL, SR. NON-EXEMPT
FAMILY TRUST F/B/O D. DEWEY MITCHELL

By: _____
D. Dewey Mitchell as Co-Trustee of the
James W. Mitchell, Sr. Non-Exempt
Family Trust f/b/o D. Dewey Mitchell

By: _____
Thomas D. Masterson as Co-Trustee of
the James W. Mitchell, Sr. Non-Exempt
Family Trust f/b/o D. Dewey Mitchell

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2015,
by D. Dewey Mitchell, as Co-Trustee of the James W. Mitchell, Sr. Non-Exempt Family Trust f/b/o D.
Dewey Mitchell. He is personally known to me or has produced a driver's license as
identification.

Notary Public

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2015,
by Thomas D. Masterson, as Co-Trustee of the James W. Mitchell, Sr. Non-Exempt Family Trust f/b/o
D. Dewey Mitchell. He is personally known to me or has produced a driver's license as
identification.

Notary Public

[SIGNATURE PAGE TO FOLLOW]

JAMES W. MITCHELL, SR. NON-EXEMPT
FAMILY TRUST F/B/O MARY MITCHELL

By: _____
Mary Mitchell as Trustee of the James
W. Mitchell, Sr. Non-Exempt Family
Trust f/b/o Mary Mitchell

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2015,
by Mary Mitchell, as Trustee of the James W. Mitchell, Sr. Non-Exempt Family Trust f/b/o Mary Mitchell.
She is personally known to me or has produced a driver's license as identification.

Notary Public

[SIGNATURE PAGE TO FOLLOW]

MRPBI LAND CO., LLC, a Florida limited liability company

By: _____
D. Dewey Mitchell, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2015, by D. Dewey Mitchell, as Manager of MRPBI LAND CO., LLC, a Florida limited liability company. He is personally known to me or has produced a driver's license as identification.

Notary Public