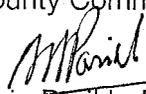
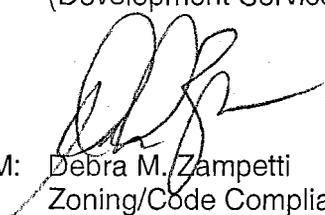


PASCO COUNTY, FLORIDA  
INTEROFFICE MEMORANDUM

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TO: Honorable Chairman and Members of the Board of County Commissioners      DATE: 6/28/07      FILE: ZN07-413

THRU:  Bipin Parikh, P.E.      SUBJECT: Wyndfields MPUD Master Planned Unit Development Amendment; Assistant County Administrator (Development Services)      Rezoning Petition No. 6448      BCC: 8/7/07, 1:30 p.m., DC      Recommendation: Approve with Conditions

FROM:  Debra M. Zampetti      REFERENCES: Land Development Code, Zoning/Code Compliance Administrator      Section 522.6, Modifications; Comm. Dist. 2

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

Commission District:	The Honorable Pat Mulieri, Ed.D.
Project Name:	Wyndfields
Developer's Name:	Schickendanz Brothers - Hammock Pines, Ltd., and Pasco County Associates I LLLP
Location:	On the south side of S.R. 54, approximately 250 feet east of Fox Ridge Boulevard, extending south for approximately 2.5 miles, portions of Sections 14, 23, and 26, Township 26 South, Range 20 East.
Parcel ID Nos.:	14-26-20-0000-00200-0020, 14-26-20-0000-00200-0040, 23-26-20-0000-00100-0000, 23-26-20-0000-00100-0050, 23-26-20-0000-00200-0000, 23-26-20-0000-00300-0000, 26-26-20-0000-00100-0000, 26-26-20-0000-00100-0020, 26-26-20-0000-00100-0030, and 26-26-20-0000-00100-0040
Zoning District:	MPUD Master Planned Unit Development
Future Land Use Classification:	RES-3 (Residential - 3 du/ga)
Acreage:	1,173.43 Acres, m.o.l.
Water/Sewage:	Public/Public (Pasco)
No. of Dwelling Units:	1,999
Type of Dwelling Units:	Single-Family Detached and Single-Family Attached
Commercial Acres/Square Feet:	35.7 Acres/185,000 Square Feet
Professional Office Acres/Square Feet:	9.9 Acres/41,000 Square Feet

BACKGROUND:

1. On December 19, 2000, the Board of County Commissioners (BCC) approved the Wyndfields MPUD Master Planned Unit Development, Petition No. 5593.
2. On May 19, 1987, the BCC approved Rezoning Petition No. 3638, rezoning 1,393.4 acres of the subject property from A-R Agricultural-Residential District to R-MH Mobile Home, C-1 Neighborhood Commercial, C-2 General Commercial, C-3 Commercial/Light Manufacturing, and MF-2 Multiple Family High Density Districts.
3. On May 27, 1987, the BCC approved Special Exception Petition No. 3642 for a recreational vehicle park with conditions in an A-R Agricultural-Residential District for 64.4 acres of the subject property.
4. On May 27, 1987, the BCC approved Special Exception Petition No. 3643 for a golf course and related facilities with conditions in an A-R Agricultural-Residential District for 119.6 acres of the subject property.

5. On October 25, 2005, the BCC approved a substantial modification (Petition No. 6448) of the MPUD Master Planned Unit Development which increased the total number of units from 1,599 to 1,999, increased nonresidential acreages, realigned Wyndfields Boulevard, increased the right-of-way widths for collector roads, added a portion of a regional park and an elementary school, and extended the development's expiration date to October 25, 2010.

FINDINGS OF FACT:

1. The Zoning/Code Compliance Department has received a formal request from the developer of Wyndfields to amend the existing Master Development Plan to allow the following:

Amend the existing master plan to correct acreages and calculations in Village Nos. 1, 7, 8, and 9 due to the realignment of Wyndfields Boulevard, in compliance with Condition No. 2 of the MPUD Master Planned Unit Development, with no change to the approved entitlements.

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

- a. Presently, the subject site is undeveloped.
- b. The subject property is located in Flood Zones "A," "AE," and "X," and development within the areas designated "A" and "AE" is subject to the requirements of Article 700, Flood Damage Prevention, of the Land Development Code (LDC).
- c. The surrounding area is characterized by residential development.
- d. Access to the site is proposed from S.R. 54, which has been designated as a four-lane arterial facility requiring 166 feet of right-of-way, 83 feet from the centerline on Map 7-22, 2025 Future Number of Lanes, and Map 7-24, 2025 Future Roadway Functional Classification Map, of the Comprehensive Plan currently in effect.
- e. Future access is also proposed from S.R. 56, which has been designated as a four-lane, arterial facility on Map 7-22, 2025 Future Number of Lanes, and Map 7-24, 2025 Future Roadway Functional Classification Map, of the Comprehensive Plan currently in effect.
- f. On February 24, 2004, the BCC approved the route study for Chancey Road which provides access to the site. Chancey Road has been designated as a two-lane, collector facility on Map 7-22, 2025 Future Number of Lanes, and Map 7-24, 2025 Future Roadway Functional Classification Map, of the Comprehensive Plan currently in effect.

ANALYSIS:

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

1. "There is a proposed increase of greater than five (5) percent in the total number of dwelling units proposed for the MPUD Master Planned Unit Development."

**FINDING:** No increase is proposed.

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 not proposed.

3. "There is a decrease of proposed preservation or conservation areas involving more than five (5) percent of the original area set forth in the MPUD Master Planned Unit Development Plan."

**FINDING:** There is no proposed decrease of preservation or conservation areas.

4. "There is an increase in the size of areas proposed for nonresidential uses of more than five (5) percent."

**FINDING:** There is no proposed increase of nonresidential uses.

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:** There is no adverse impact to the development.

ALTERNATIVES:

1. Approve the proposed changes.
2. Approve the proposed changes with additional modifications or conditions.
3. Deny the proposed changes.
4. Direct staff as to other action desired by the BCC.

RECOMMENDATION:

The Zoning/Code Compliance Department staff recommends that the BCC approve Alternative No. 1. Based upon the foregoing and the criteria established within the LDC, Section 522.6, Modifications, the Zoning/Code Compliance Department staff has determined that the proposed amendment does not constitute a substantial change.

ATTACHMENTS:

1. Visuals
2. Wyndfields MPUD Master Planned Unit Development Conditions of Rezoning Petition No. 6448

DMZ/DMN/zn/wyndfl06/04

**BCC**

**AUG 07 2007**

**APPROVED**

APPROVED AGENDA ITEM FOR

DATE \_\_\_\_\_

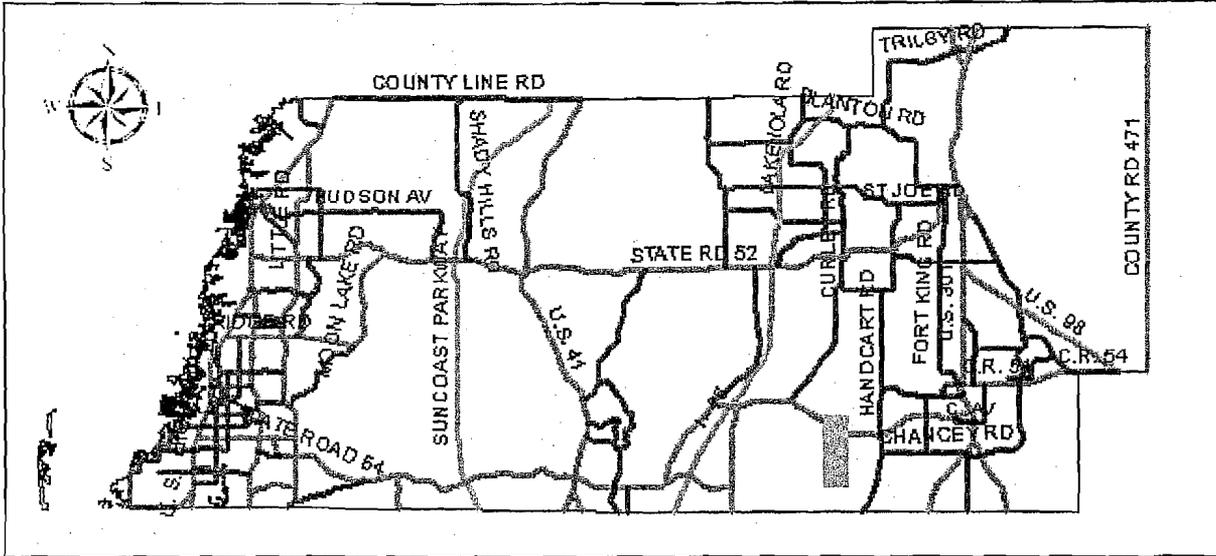
BY \_\_\_\_\_

PETITION # RZ6448

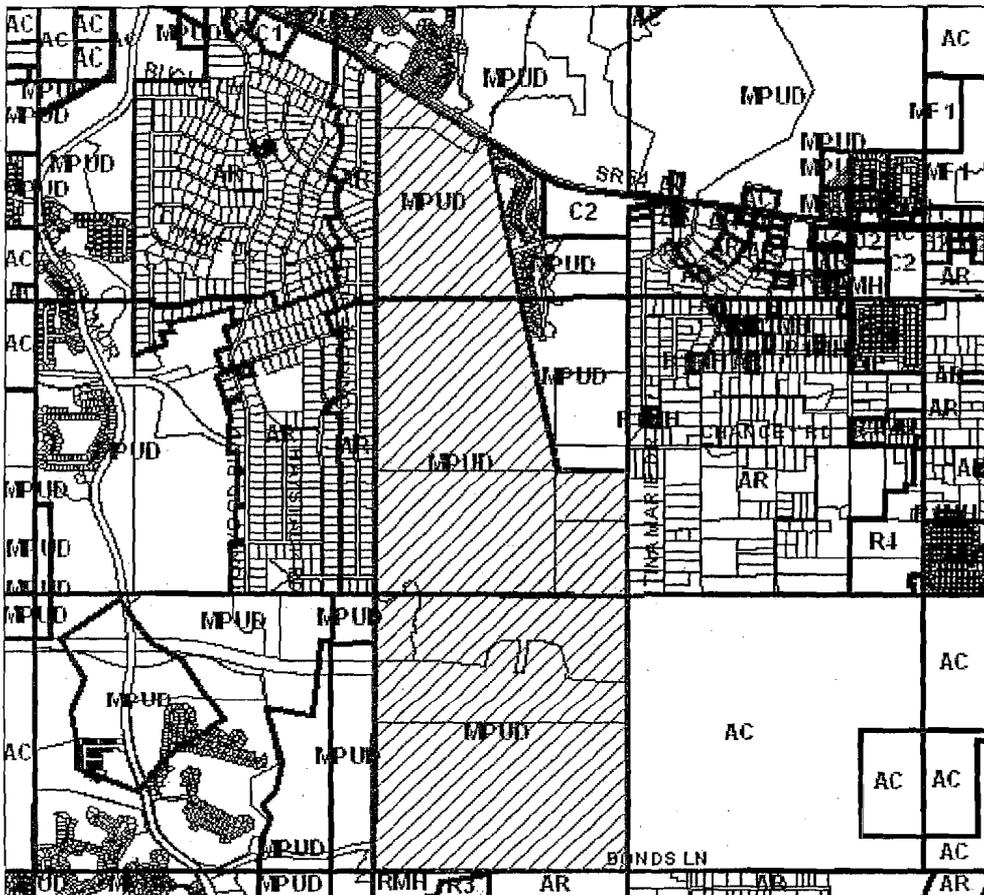
SECTION(S): 14, 23, 26

T. 26 S.

R. 20 E.



PASCO COUNTY, FLORIDA



TAZ: 241, 245

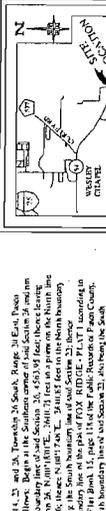
COMMISSION DISTRICT: 2

SECTIONS 14, 23 AND 26, TOWNSHIP 26 SOUTH, RANGE 20 EAST

AREA TABULATION

RESIDENTIAL	COMMERCIAL	INDUSTRIAL	OFFICE	RECREATION	OTHER	TOTAL
1. SINGLE-FAMILY DWELLING (R-1)	1. OFFICE (C-1)	1. INDUSTRIAL (I-1)	1. OFFICE (C-2)	1. RECREATION (R-2)	1. OTHER (O-1)	
2. SINGLE-FAMILY DWELLING (R-2)	2. OFFICE (C-2)	2. INDUSTRIAL (I-2)	2. OFFICE (C-3)	2. RECREATION (R-3)	2. OTHER (O-2)	
3. SINGLE-FAMILY DWELLING (R-3)	3. OFFICE (C-3)	3. INDUSTRIAL (I-3)	3. OFFICE (C-4)	3. RECREATION (R-4)	3. OTHER (O-3)	
4. SINGLE-FAMILY DWELLING (R-4)	4. OFFICE (C-4)	4. INDUSTRIAL (I-4)	4. OFFICE (C-5)	4. RECREATION (R-5)	4. OTHER (O-4)	
5. SINGLE-FAMILY DWELLING (R-5)	5. OFFICE (C-5)	5. INDUSTRIAL (I-5)	5. OFFICE (C-6)	5. RECREATION (R-6)	5. OTHER (O-5)	
6. SINGLE-FAMILY DWELLING (R-6)	6. OFFICE (C-6)	6. INDUSTRIAL (I-6)	6. OFFICE (C-7)	6. RECREATION (R-7)	6. OTHER (O-6)	
7. SINGLE-FAMILY DWELLING (R-7)	7. OFFICE (C-7)	7. INDUSTRIAL (I-7)	7. OFFICE (C-8)	7. RECREATION (R-8)	7. OTHER (O-7)	
8. SINGLE-FAMILY DWELLING (R-8)	8. OFFICE (C-8)	8. INDUSTRIAL (I-8)	8. OFFICE (C-9)	8. RECREATION (R-9)	8. OTHER (O-8)	
9. SINGLE-FAMILY DWELLING (R-9)	9. OFFICE (C-9)	9. INDUSTRIAL (I-9)	9. OFFICE (C-10)	9. RECREATION (R-10)	9. OTHER (O-9)	
10. SINGLE-FAMILY DWELLING (R-10)	10. OFFICE (C-10)	10. INDUSTRIAL (I-10)	10. OFFICE (C-11)	10. RECREATION (R-11)	10. OTHER (O-10)	
11. SINGLE-FAMILY DWELLING (R-11)	11. OFFICE (C-11)	11. INDUSTRIAL (I-11)	11. OFFICE (C-12)	11. RECREATION (R-12)	11. OTHER (O-11)	
12. SINGLE-FAMILY DWELLING (R-12)	12. OFFICE (C-12)	12. INDUSTRIAL (I-12)	12. OFFICE (C-13)	12. RECREATION (R-13)	12. OTHER (O-12)	
13. SINGLE-FAMILY DWELLING (R-13)	13. OFFICE (C-13)	13. INDUSTRIAL (I-13)	13. OFFICE (C-14)	13. RECREATION (R-14)	13. OTHER (O-13)	
14. SINGLE-FAMILY DWELLING (R-14)	14. OFFICE (C-14)	14. INDUSTRIAL (I-14)	14. OFFICE (C-15)	14. RECREATION (R-15)	14. OTHER (O-14)	
15. SINGLE-FAMILY DWELLING (R-15)	15. OFFICE (C-15)	15. INDUSTRIAL (I-15)	15. OFFICE (C-16)	15. RECREATION (R-16)	15. OTHER (O-15)	
16. SINGLE-FAMILY DWELLING (R-16)	16. OFFICE (C-16)	16. INDUSTRIAL (I-16)	16. OFFICE (C-17)	16. RECREATION (R-17)	16. OTHER (O-16)	
17. SINGLE-FAMILY DWELLING (R-17)	17. OFFICE (C-17)	17. INDUSTRIAL (I-17)	17. OFFICE (C-18)	17. RECREATION (R-18)	17. OTHER (O-17)	
18. SINGLE-FAMILY DWELLING (R-18)	18. OFFICE (C-18)	18. INDUSTRIAL (I-18)	18. OFFICE (C-19)	18. RECREATION (R-19)	18. OTHER (O-18)	
19. SINGLE-FAMILY DWELLING (R-19)	19. OFFICE (C-19)	19. INDUSTRIAL (I-19)	19. OFFICE (C-20)	19. RECREATION (R-20)	19. OTHER (O-19)	
20. SINGLE-FAMILY DWELLING (R-20)	20. OFFICE (C-20)	20. INDUSTRIAL (I-20)	20. OFFICE (C-21)	20. RECREATION (R-21)	20. OTHER (O-20)	
21. SINGLE-FAMILY DWELLING (R-21)	21. OFFICE (C-21)	21. INDUSTRIAL (I-21)	21. OFFICE (C-22)	21. RECREATION (R-22)	21. OTHER (O-21)	
22. SINGLE-FAMILY DWELLING (R-22)	22. OFFICE (C-22)	22. INDUSTRIAL (I-22)	22. OFFICE (C-23)	22. RECREATION (R-23)	22. OTHER (O-22)	
23. SINGLE-FAMILY DWELLING (R-23)	23. OFFICE (C-23)	23. INDUSTRIAL (I-23)	23. OFFICE (C-24)	23. RECREATION (R-24)	23. OTHER (O-23)	
24. SINGLE-FAMILY DWELLING (R-24)	24. OFFICE (C-24)	24. INDUSTRIAL (I-24)	24. OFFICE (C-25)	24. RECREATION (R-25)	24. OTHER (O-24)	
25. SINGLE-FAMILY DWELLING (R-25)	25. OFFICE (C-25)	25. INDUSTRIAL (I-25)	25. OFFICE (C-26)	25. RECREATION (R-26)	25. OTHER (O-25)	
26. SINGLE-FAMILY DWELLING (R-26)	26. OFFICE (C-26)	26. INDUSTRIAL (I-26)	26. OFFICE (C-27)	26. RECREATION (R-27)	26. OTHER (O-26)	
27. SINGLE-FAMILY DWELLING (R-27)	27. OFFICE (C-27)	27. INDUSTRIAL (I-27)	27. OFFICE (C-28)	27. RECREATION (R-28)	27. OTHER (O-27)	
28. SINGLE-FAMILY DWELLING (R-28)	28. OFFICE (C-28)	28. INDUSTRIAL (I-28)	28. OFFICE (C-29)	28. RECREATION (R-29)	28. OTHER (O-28)	
29. SINGLE-FAMILY DWELLING (R-29)	29. OFFICE (C-29)	29. INDUSTRIAL (I-29)	29. OFFICE (C-30)	29. RECREATION (R-30)	29. OTHER (O-29)	
30. SINGLE-FAMILY DWELLING (R-30)	30. OFFICE (C-30)	30. INDUSTRIAL (I-30)	30. OFFICE (C-31)	30. RECREATION (R-31)	30. OTHER (O-30)	
31. SINGLE-FAMILY DWELLING (R-31)	31. OFFICE (C-31)	31. INDUSTRIAL (I-31)	31. OFFICE (C-32)	31. RECREATION (R-32)	31. OTHER (O-31)	
32. SINGLE-FAMILY DWELLING (R-32)	32. OFFICE (C-32)	32. INDUSTRIAL (I-32)	32. OFFICE (C-33)	32. RECREATION (R-33)	32. OTHER (O-32)	
33. SINGLE-FAMILY DWELLING (R-33)	33. OFFICE (C-33)	33. INDUSTRIAL (I-33)	33. OFFICE (C-34)	33. RECREATION (R-34)	33. OTHER (O-33)	
34. SINGLE-FAMILY DWELLING (R-34)	34. OFFICE (C-34)	34. INDUSTRIAL (I-34)	34. OFFICE (C-35)	34. RECREATION (R-35)	34. OTHER (O-34)	
35. SINGLE-FAMILY DWELLING (R-35)	35. OFFICE (C-35)	35. INDUSTRIAL (I-35)	35. OFFICE (C-36)	35. RECREATION (R-36)	35. OTHER (O-35)	
36. SINGLE-FAMILY DWELLING (R-36)	36. OFFICE (C-36)	36. INDUSTRIAL (I-36)	36. OFFICE (C-37)	36. RECREATION (R-37)	36. OTHER (O-36)	
37. SINGLE-FAMILY DWELLING (R-37)	37. OFFICE (C-37)	37. INDUSTRIAL (I-37)	37. OFFICE (C-38)	37. RECREATION (R-38)	37. OTHER (O-37)	
38. SINGLE-FAMILY DWELLING (R-38)	38. OFFICE (C-38)	38. INDUSTRIAL (I-38)	38. OFFICE (C-39)	38. RECREATION (R-39)	38. OTHER (O-38)	
39. SINGLE-FAMILY DWELLING (R-39)	39. OFFICE (C-39)	39. INDUSTRIAL (I-39)	39. OFFICE (C-40)	39. RECREATION (R-40)	39. OTHER (O-39)	
40. SINGLE-FAMILY DWELLING (R-40)	40. OFFICE (C-40)	40. INDUSTRIAL (I-40)	40. OFFICE (C-41)	40. RECREATION (R-41)	40. OTHER (O-40)	
41. SINGLE-FAMILY DWELLING (R-41)	41. OFFICE (C-41)	41. INDUSTRIAL (I-41)	41. OFFICE (C-42)	41. RECREATION (R-42)	41. OTHER (O-41)	
42. SINGLE-FAMILY DWELLING (R-42)	42. OFFICE (C-42)	42. INDUSTRIAL (I-42)	42. OFFICE (C-43)	42. RECREATION (R-43)	42. OTHER (O-42)	
43. SINGLE-FAMILY DWELLING (R-43)	43. OFFICE (C-43)	43. INDUSTRIAL (I-43)	43. OFFICE (C-44)	43. RECREATION (R-44)	43. OTHER (O-43)	
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47. SINGLE-FAMILY DWELLING (R-47)	47. OFFICE (C-47)	47. INDUSTRIAL (I-47)	47. OFFICE (C-48)	47. RECREATION (R-48)	47. OTHER (O-47)	
48. SINGLE-FAMILY DWELLING (R-48)	48. OFFICE (C-48)	48. INDUSTRIAL (I-48)	48. OFFICE (C-49)	48. RECREATION (R-49)	48. OTHER (O-48)	
49. SINGLE-FAMILY DWELLING (R-49)	49. OFFICE (C-49)	49. INDUSTRIAL (I-49)	49. OFFICE (C-50)	49. RECREATION (R-50)	49. OTHER (O-49)	
50. SINGLE-FAMILY DWELLING (R-50)	50. OFFICE (C-50)	50. INDUSTRIAL (I-50)	50. OFFICE (C-51)	50. RECREATION (R-51)	50. OTHER (O-50)	
51. SINGLE-FAMILY DWELLING (R-51)	51. OFFICE (C-51)	51. INDUSTRIAL (I-51)	51. OFFICE (C-52)	51. RECREATION (R-52)	51. OTHER (O-51)	
52. SINGLE-FAMILY DWELLING (R-52)	52. OFFICE (C-52)	52. INDUSTRIAL (I-52)	52. OFFICE (C-53)	52. RECREATION (R-53)	52. OTHER (O-52)	
53. SINGLE-FAMILY DWELLING (R-53)	53. OFFICE (C-53)	53. INDUSTRIAL (I-53)	53. OFFICE (C-54)	53. RECREATION (R-54)	53. OTHER (O-53)	
54. SINGLE-FAMILY DWELLING (R-54)	54. OFFICE (C-54)	54. INDUSTRIAL (I-54)	54. OFFICE (C-55)	54. RECREATION (R-55)	54. OTHER (O-54)	
55. SINGLE-FAMILY DWELLING (R-55)	55. OFFICE (C-55)	55. INDUSTRIAL (I-55)	55. OFFICE (C-56)	55. RECREATION (R-56)	55. OTHER (O-55)	
56. SINGLE-FAMILY DWELLING (R-56)	56. OFFICE (C-56)	56. INDUSTRIAL (I-56)	56. OFFICE (C-57)	56. RECREATION (R-57)	56. OTHER (O-56)	
57. SINGLE-FAMILY DWELLING (R-57)	57. OFFICE (C-57)	57. INDUSTRIAL (I-57)	57. OFFICE (C-58)	57. RECREATION (R-58)	57. OTHER (O-57)	
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59. SINGLE-FAMILY DWELLING (R-59)	59. OFFICE (C-59)	59. INDUSTRIAL (I-59)	59. OFFICE (C-60)	59. RECREATION (R-60)	59. OTHER (O-59)	
60. SINGLE-FAMILY DWELLING (R-60)	60. OFFICE (C-60)	60. INDUSTRIAL (I-60)	60. OFFICE (C-61)	60. RECREATION (R-61)	60. OTHER (O-60)	
61. SINGLE-FAMILY DWELLING (R-61)	61. OFFICE (C-61)	61. INDUSTRIAL (I-61)	61. OFFICE (C-62)	61. RECREATION (R-62)	61. OTHER (O-61)	
62. SINGLE-FAMILY DWELLING (R-62)	62. OFFICE (C-62)	62. INDUSTRIAL (I-62)	62. OFFICE (C-63)	62. RECREATION (R-63)	62. OTHER (O-62)	
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64. SINGLE-FAMILY DWELLING (R-64)	64. OFFICE (C-64)	64. INDUSTRIAL (I-64)	64. OFFICE (C-65)	64. RECREATION (R-65)	64. OTHER (O-64)	
65. SINGLE-FAMILY DWELLING (R-65)	65. OFFICE (C-65)	65. INDUSTRIAL (I-65)	65. OFFICE (C-66)	65. RECREATION (R-66)	65. OTHER (O-65)	
66. SINGLE-FAMILY DWELLING (R-66)	66. OFFICE (C-66)	66. INDUSTRIAL (I-66)	66. OFFICE (C-67)	66. RECREATION (R-67)	66. OTHER (O-66)	
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69. SINGLE-FAMILY DWELLING (R-69)	69. OFFICE (C-69)	69. INDUSTRIAL (I-69)	69. OFFICE (C-70)	69. RECREATION (R-70)	69. OTHER (O-69)	
70. SINGLE-FAMILY DWELLING (R-70)	70. OFFICE (C-70)	70. INDUSTRIAL (I-70)	70. OFFICE (C-71)	70. RECREATION (R-71)	70. OTHER (O-70)	
71. SINGLE-FAMILY DWELLING (R-71)	71. OFFICE (C-71)	71. INDUSTRIAL (I-71)	71. OFFICE (C-72)	71. RECREATION (R-72)	71. OTHER (O-71)	
72. SINGLE-FAMILY DWELLING (R-72)	72. OFFICE (C-72)	72. INDUSTRIAL (I-72)	72. OFFICE (C-73)	72. RECREATION (R-73)	72. OTHER (O-72)	
73. SINGLE-FAMILY DWELLING (R-73)	73. OFFICE (C-73)	73. INDUSTRIAL (I-73)	73. OFFICE (C-74)	73. RECREATION (R-74)	73. OTHER (O-73)	
74. SINGLE-FAMILY DWELLING (R-74)	74. OFFICE (C-74)	74. INDUSTRIAL (I-74)	74. OFFICE (C-75)	74. RECREATION (R-75)	74. OTHER (O-74)	
75. SINGLE-FAMILY DWELLING (R-75)	75. OFFICE (C-75)	75. INDUSTRIAL (I-75)	75. OFFICE (C-76)	75. RECREATION (R-76)	75. OTHER (O-75)	
76. SINGLE-FAMILY DWELLING (R-76)	76. OFFICE (C-76)	76. INDUSTRIAL (I-76)	76. OFFICE (C-77)	76. RECREATION (R-77)	76. OTHER (O-76)	
77. SINGLE-FAMILY DWELLING (R-77)	77. OFFICE (C-77)	77. INDUSTRIAL (I-77)	77. OFFICE (C-78)	77. RECREATION (R-78)	77. OTHER (O-77)	
78. SINGLE-FAMILY DWELLING (R-78)	78. OFFICE (C-78)	78. INDUSTRIAL (I-78)	78. OFFICE (C-79)	78. RECREATION (R-79)	78. OTHER (O-78)	
79. SINGLE-FAMILY DWELLING (R-79)	79. OFFICE (C-79)	79. INDUSTRIAL (I-79)	79. OFFICE (C-80)	79. RECREATION (R-80)	79. OTHER (O-79)	
80. SINGLE-FAMILY DWELLING (R-80)	80. OFFICE (C-80)	80. INDUSTRIAL (I-80)	80. OFFICE (C-81)	80. RECREATION (R-81)	80. OTHER (O-80)	
81. SINGLE-FAMILY DWELLING (R-81)	81. OFFICE (C-81)	81. INDUSTRIAL (I-81)	81. OFFICE (C-82)	81. RECREATION (R-82)	81. OTHER (O-81)	
82. SINGLE-FAMILY DWELLING (R-82)	82. OFFICE (C-82)	82. INDUSTRIAL (I-82)	82. OFFICE (C-83)	82. RECREATION (R-83)	82. OTHER (O-82)	
83. SINGLE-FAMILY DWELLING (R-83)	83. OFFICE (C-83)	83. INDUSTRIAL (I-83)	83. OFFICE (C-84)	83. RECREATION (R-84)	83. OTHER (O-83)	
84. SINGLE-FAMILY DWELLING (R-84)	84. OFFICE (C-84)	84. INDUSTRIAL (I-84)	84. OFFICE (C-85)	84. RECREATION (R-85)	84. OTHER (O-84)	
85. SINGLE-FAMILY DWELLING (R-85)	85. OFFICE (C-85)	85. INDUSTRIAL (I-85)	85. OFFICE (C-86)	85. RECREATION (R-86)	85. OTHER (O-85)	
86. SINGLE-FAMILY DWELLING (R-86)	86. OFFICE (C-86)	86. INDUSTRIAL (I-86)	86. OFFICE (C-87)	86. RECREATION (R-87)	86. OTHER (O-86)	
87. SINGLE-FAMILY DWELLING (R-87)	87. OFFICE (C-87)	87. INDUSTRIAL (I-87)	87. OFFICE (C-88)	87. RECREATION (R-88)	87. OTHER (O-87)	
88. SINGLE-FAMILY DWELLING (R-88)	88. OFFICE (C-88)	88. INDUSTRIAL (I-88)	88. OFFICE (C-89)	88. RECREATION (R-89)	88. OTHER (O-88)	
89. SINGLE-FAMILY DWELLING (R-89)	89. OFFICE (C-89)	89. INDUSTRIAL (I-89)	89. OFFICE (C-90)	89. RECREATION (R-90)	89. OTHER (O-89)	
90. SINGLE-FAMILY DWELLING (R-90)	90. OFFICE (C-90)	90. INDUSTRIAL (I-90)	90. OFFICE (C-91)	90. RECREATION (R-91)	90. OTHER (O-90)	
91. SINGLE-FAMILY DWELLING (R-91)	91. OFFICE (C-91)	91. INDUSTRIAL (I-91)	91. OFFICE (C-92)	91. RECREATION (R-92)	91. OTHER (O-91)	
92. SINGLE-FAMILY DWELLING (R-92)	92. OFFICE (C-92)	92. INDUSTRIAL (I-92)	92. OFFICE (C-93)	92. RECREATION (R-93)	92. OTHER (O-92)	
93. SINGLE-FAMILY DWELLING (R-93)	93. OFFICE (C-93)	93. INDUSTRIAL (I-93)	93. OFFICE (C-94)	93. RECREATION (R-94)	93. OTHER (O-93)	
94. SINGLE-FAMILY DWELLING (R-94)	94. OFFICE (C-94)	94. INDUSTRIAL (I-94)	94. OFFICE (C-95)	94. RECREATION (R-95)	94. OTHER (O-94)	
95. SINGLE-FAMILY DWELLING (R-95)	95. OFFICE (C-95)	95. INDUSTRIAL (I-95)	95. OFFICE (C-96)	95. RECREATION (R-96)	95. OTHER (O-95)	
96. SINGLE-FAMILY DWELLING (R-96)	96. OFFICE (C-96)	96. INDUSTRIAL (I-96)	96. OFFICE (C-97)	96. RECREATION (R-97)	96. OTHER (O-96)	
97. SINGLE-FAMILY DWELLING (R-97)	97. OFFICE (C-97)	97. INDUSTRIAL (I-97)	97. OFFICE (C-98)	97. RECREATION (R-98)	97. OTHER (O-97)	
98. SINGLE-FAMILY DWELLING (R-98)	98. OFFICE (C-98)	98. INDUSTRIAL (I-98)	98. OFFICE (C-99)	98. RECREATION (R-99)	98. OTHER (O-98)	
99. SINGLE-FAMILY DWELLING (R-99)	99. OFFICE (C-99)	99. INDUSTRIAL (I-99)	99. OFFICE (C-100)	99. RECREATION (R-100)	99. OTHER (O-99)	
100. SINGLE-FAMILY DWELLING (R-100)	100. OFFICE (C-100)	100. INDUSTRIAL (I-100)	100. OFFICE (C-101)	100. RECREATION (R-101)	100. OTHER (O-100)	

EXISTING ZONING DESIGNATIONS



NOTE: THE DEVELOPER OF THIS PROJECT HAS BEEN ADVISED THAT THE STATE OF FLORIDA HAS A POLICY OF ENCOURAGING THE DEVELOPMENT OF LAND IN UNINCORPORATED AREAS WITHIN SECTION 26 SOUTH, RANGE 20 EAST, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA. THE DEVELOPER HAS BEEN ADVISED THAT THE STATE OF FLORIDA HAS A POLICY OF ENCOURAGING THE DEVELOPMENT OF LAND IN UNINCORPORATED AREAS WITHIN SECTION 26 SOUTH, RANGE 20 EAST, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA.

Neighborhood Cross Access

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	
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**WYNDFIELDS  
MASTER PLANNED UNIT DEVELOPMENT  
CONDITIONS OF APPROVAL  
REZONING PETITION NO. 6448  
ORIGINAL REZONING PETITION NO. 5593**

**Master Development Plans**

The original MPUD Master Planned Unit Development conditions of approval and Master Development Plan, Rezoning Petition No. 5593, as approved by the Pasco County Board of County Commissioners (BCC) on December 19, 2000, is hereby superseded by Rezoning Petition No. 6448.

**Instructions**

Cross access shall be provided from the project to the adjoining developments located to the west and south as generally shown on the MPUD Master Planned Unit Development Plan. Cross access shall be provided via subdivision collector roads within 80 feet of right-of-way. The final alignment of the cross access shall be determined at the time of preliminary plan approval.

**Open Space/Buffering**

Wetlands (conservation/preservation areas) shall be as defined by the Pasco County Comprehensive Plan, Chapter 3, Conservation Element, Wetlands, Policy 2.7.3, and shown on all preliminary plans/preliminary site plans and construction plans/construction site plans. Jurisdictional boundaries shall be delineated in accordance with the responsible regulatory agency. 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, Wetlands, Policy Nos. 2.7.3, 2.7.5, and 2.7.6; 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.

There shall be a buffer around all preserved Southwest Florida Water Management District (SWFWMD) wetlands with an average width of 25 feet, but no less than 15 feet, unless otherwise accepted by the SWFWMD. Army Corp of Engineers wetlands do not require additional buffers. The proposed upland buffer area shall be shown on the construction plans. The final upland buffer area as required by the SWFWMD shall be designated on the plat as "Wetland Conservation Areas" as required by the SWFWMD. Permissible uses of the Wetland Conservation Areas shall be those uses allowed by the SWFWMD.

All wetlands shall be platted within tracts and designated on the plat as "Wetland Conservation Areas." All preserved wetlands shall be platted outside lots. No activity requiring the issuance of a Building Permit shall be allowed within five feet of the wetlands' line. Concurrent with platting, all wetlands shall be deeded to the mandatory homeowners' association/Community Development District (CDD)/merchants' association. The homeowners' association/merchants' association documents shall provide that the homeowners' association/merchants' association shall be responsible for the payment of taxes, if any, on the Wetland Conservation Areas.

The developer shall submit a full and complete environmental/habitat study prepared by a qualified, professional biologist for review by Pasco County prior to approval of the first preliminary plan/preliminary site plan. The Development Review Committee (DRC) may require additional conditions at the time of preliminary plan/preliminary site plan review based upon the findings of the environmental/habitat study.

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 issued by the Florida Fish and Wildlife Conservation Commission to the Development Review Division (DRD).

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.

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**APPROVED**

1. The developer has submitted an Archaeological/Historical Survey, which was reviewed and found acceptable by Pasco County in July 2000. A Certificate of Appropriateness was approved for the nine prehistoric archaeological sites and the one archaeological occurrence located within the Wyndfields MPUD Master Planned Unit Development. 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."

0. The developer shall create a mandatory homeowners'/property owners'/condominium owners'/merchants' associations in the form of a nonprofit corporation registered with the Secretary of State, State of Florida, or, if approved by the BCC, a CDD that encompasses 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 (School Board). The developer shall convey in fee simple to the associations 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 associations as well, but only to the CDD if such special power pursuant to Section 190.012(2), Florida Statutes (F.S.), 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' associations 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 associations or the CDD. Impact fee credits for improvements or dedications shall go to the association or the CDD which funded such improvements as applicable.

1. The developer shall convey at no cost to Pasco County real property for use as a park site. The real property shall be 19.99 acres of developable uplands in a location that shall be mutually determined by the Pasco County Parks and Recreation Department and the developer, but shall be adjacent to the Lakes at Wesley Chapel parkland dedication and subject to the final alignment of S.R. 56. The developer may be eligible for credit against the land portion of applicable impact fee ordinances for such dedication at a value of \$17,500.00 per acre. The developer shall provide to the County all necessary documents for the conveyance and shall transfer the park site to the County within 180 days of the County's request.

2. The developer shall convey at no cost to Pasco County real property for use as a public service site. The real property shall be 3.8 acres of developable uplands located as illustrated on the Master Development Plan. The developer may be eligible for credit against the land portion of applicable impact fee ordinances for such dedication at a value of \$17,500.00 per acre. The developer shall provide to the County all necessary documents for the conveyance and shall transfer the public service site to the County within 180 days of the County's request.

3. The developer shall construct a six-foot-high masonry wall or comparable six-foot-high buffer with combined berming and landscaping, unless otherwise approved by the DRC for connectivity, safety, and access management issues, along Wyndfields Boulevard, Chancey Road, and S.R. 56 to be built concurrently with the construction of abutting parcels.

### Ordinances

4. 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.

5. In the event ordinances/resolutions 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.

### Transportation/Circulation

#### Access Management

6. 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.

7. 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 (CO), 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.
8. There shall be no direct access to commercial/office parcels from S.R. 56 unless otherwise approved by the FDOT.
9. No commercial uses above convenience/local neighborhood shall be allowed until Wyndfields Boulevard (from S.R. 54 to S.R. 56) and S.R. 56 (from Wyndfields Boulevard to C.R. 581) have been constructed.
10. Access to any commercial out-parcels shall be provided from internal drives or parking areas.
11. All roads that will be used to access public-purpose sites, such as public school, park, library, and fire/rescue sites (as determined by the School Board, Parks and Recreation Department, Libraries Services Department, Emergency Services Department, or DRC, as applicable), shall be public roadways and constructed in accordance with applicable County/FDOT design, construction, and signage standards; e.g., Chapter 316, F.S., 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.
12. Any entrance gates allowed shall be sufficiently set back 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, electronically coded systems, and any gates replaced in the future shall be equipped with a system approved by the Emergency Services Director prior to construction plan approval to allow fire and other emergency vehicles immediate access to the development.

Dedication of Right-of-Way

3. All right-of-way dedication, design standards, and specifications other than those stated below shall be in accordance with the Roadway Development Agreement Between Pasco County and Schickedanz Bros., Inc., for Wyndfields Master Planned Unit Development, as approved on October 25, 2005.
4. Public roadways shall be required unless otherwise approved by the DRC prior to the first preliminary plan/preliminary site plan approval.
5. In the case of private streets, dedication and maintenance shall be the responsibility of an appropriate entity other than Pasco County.
6. 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.
7. The developer shall convey at no cost to Pasco County 80 feet of right-of-way for an east-west collector roadway beginning at the west property boundary of Village 15, east and south to the south property boundary as conceptually shown on the master plan. The location of this roadway shall be coordinated with Wesley Chapel Lakes. In addition, the owner/developer and its/their successors and assigns shall design and construct the east west collector road in increments as necessary to serve adjacent parcels within the MPUD Master Planned Unit Development at the time of preliminary/construction plan approval. The owner/developer and its/their successors and assigns shall provide, and obtain, at no cost to Pasco County, any and all permits required by any local, State, or Federal agency for appropriate and sufficient drainage/retention, wetland, and floodplain mitigation facilities on the owner/developer property or at another site acceptable to the County to mitigate all impacts associated with the initial and future improvements of the east-west collector road within or adjacent to the boundaries of the owner/developer 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. All stormwater management plans, reports, or calculations for the owner/developer 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.

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Design/Construction Specifications

8. Prior to preliminary plan/preliminary site plan submittal, the developer shall supply evidence that they have coordinated with the developer and engineer/surveyor of the adjoining parcels to the east and to the west to identify and provide the location of the required interconnecting roadways. 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 roadways: 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.
9. No excavation within the area of future lanes of multilane facilities will be allowed with the exception of excavation for temporary drainage, drainage structures, permitted removal of wetlands, excavation to match existing grade, utilities, or as directed by the Engineering Services Director.
0. Alternative roadway-design standards may be considered and approved by the DRC at the time of each preliminary plan/preliminary site plan approval.
1. The developer has entered into a Roadway Development Agreement with Pasco County for the design, right-of-way dedication, permitting, and construction of certain dedications, site-related improvements, and S.R. 56 improvements. In the event these conditions conflict with the companion Roadway Development Agreement, the "agreement" shall take precedence.
2. Prior to approval of the record plat for the 1,000<sup>th</sup> unit, or where platting is not required, prior to approval of the first construction plan/construction site plan, the developer shall provide cash or a Letter of Credit acceptable to Pasco County for 125 percent of the proportionate-share cost of the signalization at Wyndfields Boulevard and S.R. 54, Wyndfields Boulevard and Chancey Road, and Wyndfields Boulevard and S.R. 56. 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.
3. Prior to or concurrent with the first preliminary plan/preliminary site plan submittal, the developer shall submit a roadway alignment and construction phasing plan consistent with the Roadway Development Agreement to the Growth Management Department for review. The plan shall include, at a minimum, right-of-way widths, roadway cross sections, general intersection geometry, phasing, design speed, internal access points, and alignment for the following roads and intersections: Wyndfields Boulevard, Chancey Road, S.R. 56 and all frontage/reverse frontage roads. Approval of this plan must be obtained from the DRC prior to the first preliminary plan/preliminary site plan approval.
4. Transit amenities, such as bus pads, shelters, park and ride lots, and passenger security features are needed to ensure service can be planned and provided in an effective, efficient manner. These amenities need to be planned and scheduled; therefore, the developer is required to coordinate with the Public Transportation Division (PCPT) the potential inclusion of transit amenities prior to initiation of each phase of development. A letter of compliance from the PCPT attesting to the satisfactory coordination with the developer shall be required and submitted to the Growth Management Department.
5. The developer may submit an overall pedestrian/bike path plan to the Growth Management Department for the DRC approval prior to approval of the first preliminary plan/preliminary site plan, which provides a path circulation in accordance with the Land Development Code as amended or an alternative method acceptable to the DRC and in compliance with the handicapped provisions of Chapter 336.045, F.S., or other applicable law. In the absence of an approved pedestrian/bike path plan, compliance with the Land Development Code is required.

**Utilities: Drainage, Water Service, Wastewater Disposal**

6. 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.
7. Finished floor elevations for all habitable structures shall be at or above the 100-year flood plain elevation. All preliminary plan/preliminary site plan submittals shall provide 100-year flood elevation data.

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(Petition No. 6448)  
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8. 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:
  - b. Trunk sewer lines and lift stations.
  - c. Main potable water lines and nonpotable water lines, if applicable.
  - d. Sewage treatment facility locations, including discussion of the proposed method of treatment and the feasibility of a nonpotable water system for irrigation.
  - e. Method of lighting all nonlocal roads shall be submitted at the time of record plat submittal for each unit or phase.
  - f. 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.
9. 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.
0. 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:
  - b. 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.
  - c. 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

1. The residential design standards are as follows:
  - b. Single-Family Detached
    - (1) Minimum Lot Width of 40 Feet
    - (2) Minimum Lot Depth of 110 Feet
    - (3) Minimum Front-Yard Setback of 20 Feet (15 Feet for Corner Side-Yard)
    - (4) Minimum Side-Yard Setback of 7.5 Feet\*
    - (5) Minimum Rear-Yard Setback of 15 Feet\*\*\*\*
    - (6) Minimum Lot Area of 4,400 Square Feet
    - (7) Maximum Lot Coverage of 65 Percent—Principal and Accessory Structure
  - c. Single-Family Detached
    - (1) Minimum Lot Width of 50 Feet
    - (2) Minimum Lot Depth of 110 Feet
    - (3) Minimum Front-Yard Setback of 20 Feet (15 Feet for Corner Side-Yard)
    - (4) Minimum Side-Yard Setback of 7.5 Feet\*
    - (5) Minimum Rear-Yard Setback of 15 Feet\*\*\*\*
    - (6) Minimum Lot Area of 5,500 Square Feet

(7) Maximum Lot Coverage of 65 Percent—Principal and Accessory Structure

d. Single-Family Detached

- (1) Minimum Lot Width of 60 Feet
- (2) Minimum Lot Depth of 100 Feet
- (3) Minimum Front-Yard Setback of 20 Feet (15 Feet for Corner Side-Yard)
- (4) Minimum Side-Yard Setback of 7.5 Feet\*
- (5) Minimum Rear-Yard Setback of 15 Feet\*\*\*
- (6) Minimum Lot Area of 6,000 Square Feet
- (7) Maximum Lot Coverage of 65 Percent—Principal and Accessory Structure

e. Single-Family Detached

- (1) Minimum Lot Width of 65 Feet
- (2) Minimum Lot Depth of 100 Feet
- (3) Minimum Front-Yard Setback of 20 Feet (15 Feet for Corner Side-Yard)
- (4) Minimum Side-Yard Setback of 7.5 Feet\*
- (5) Minimum Rear-Yard Setback of 15 Feet\*\*\*
- (6) Minimum Lot Area of 7,500 Square Feet
- (7) Maximum Lot Coverage of 65 Percent—Principal and Accessory Structure

\* Side-yard setbacks may be reduced to five feet based upon the following conditions being met prior to construction plan approval for each phase or unit. Should the conditions not be met, the minimum side setback shall be 7.5 feet.

- 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 an 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 and complete the "as-built" certification prior to the issuance of the CO for the associated unit.
- In instances where the 15-foot drainage and access easement is restricted, a reduced alternative easement may be allowed after review by the Engineering Services Director and approval by the DRC at the time of each preliminary plan approval.

f. Townhouses

- (1) Minimum Lot Width of 22 Feet
- (2) Minimum Lot Depth of 75 Feet
- (3) Minimum Front-Yard Setback of 20 Feet
- (4) Minimum Side-Yard Setback of 0-7.5 Feet\*\*
- (5) Minimum Rear-Yard Setback of 15 Feet\*\*\*
- (6) Maximum Lot Coverage of 80 Percent—Principal and Accessory Structure

\*\* Townhouse buildings shall be separated by a minimum of 15 feet. Buildings greater than four units shall be separated by 20 feet.

\*\*\* Rear-yard setbacks may be reduced to ten feet in instances where the required 15-foot drainage and access easement is provided outside and contiguous to the rear lot line.

g. Multifamily/Condominium

- (1) Minimum Unit Width of 20 Feet
- (2) Minimum Unit Depth of 40 Feet
- (3) Minimum Front-Yard Setback of 20 Feet
- (4) Minimum Side-Yard Setback of 0-7.5 Feet\*\*\*\*
- (5) Minimum Rear-Yard Setback of 15 Feet
- (6) Maximum Lot Coverage of 100 Percent—Principal and Accessory Structure

\*\*\*\* Multifamily/Condominium buildings shall be separated by a minimum of 15 feet. Buildings greater than four units shall be separated by 20 feet.

- h. One-Acre, Single-Family Detached
- (1) Minimum Lot Width of 125 Feet
  - (2) Minimum Lot Depth of 150 Feet
  - (3) Minimum Front-Yard Setback of 25 Feet
  - (4) Minimum Side-Yard Setback of 15 Feet
  - (5) Minimum Rear-Yard Setback of 20 Feet
  - (6) All other design standards shall comply with the E-R Estate-Residential Zoning District.
- i. The above minimum setbacks are calculated based on minimum right-of-way widths in accordance with the Land Development Code. Any reduction of the minimum right-of-way width shall require an MPUD Master Planned Unit Development amendment to increase minimum setbacks.
- j. A 30-foot-wide buffer tract shall be located on the west property boundary abutting the entire length of Fox Ridge Subdivision. Landscaping shall be provided on the westernmost 15 feet of the buffer tract. The eastern 15 feet of the buffer tract shall remain clear of all structures and plantings and shall be utilized as a drainage and access easement in accordance with the setback reduction requirements of this document. The said buffer tract shall be maintained by an entity other than Pasco County.
- k. Recreation-center development standards shall be in accordance with the C-1 Neighborhood Commercial District.
- l. The total aggregate number of dwelling units for Wyndfields MPUD Master Planned Unit Development shall not exceed 1,999 units.
- m. Total multifamily units shall not exceed 600 units.
- n. The maximum floor area for the commercial portion shall not exceed 185,000 square feet of gross floor area, including out-parcels.
- o. Development standards for office parcels shall be in accordance with the PO-2 Professional Office District.
- p. The approved 41,000 square feet of office entitlements and a minimum of 4.1 acres of land area necessary to develop such entitlements may not be utilized or exchanged for retail or residential land uses, except for vertically integrated residential uses.
- q. Development standards and uses for commercial parcels shall be in accordance with the C-2 General Commercial District.
- r. The approved 185,000 square feet of retail entitlements and a minimum of 18.5 acres of land area necessary to develop such entitlements may not be utilized or exchanged for residential land uses, except for vertically integrated residential uses.
- s. Village 17 may also be developed with the following specific uses: public and/or private school, day-care center, church, church school, and/or governmental buildings and uses. Development standards for these uses shall be in accordance with C-1 Neighborhood Commercial District.
- t. Except as set forth in the Roadway Development Agreement, the maximum density or square-footage set forth above is not a vested right and is subject to reduction based on, or as a result of, applicable Pasco County ordinances and resolutions.
- u. 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.
2. The developer shall submit and obtain BCC approval of an MPUD Master Planned Unit Development amendment request to intensify development or reduce open space or preservation/conservation areas within an increment (bubble) prior to any preliminary plan/preliminary site plan approval within such increment.
3. If the density/intensity increases by more than 20 percent within any specific increment shown on the Master Development Plan or a change in the overall design and/or content occurs, a substantial amendment shall be presumed.

4. Residential use may not be intensified within any one increment following approval of the plat or final site plan for the first unit in that increment without review and approval by the BCC.
5. Any overall increase to density/intensity or decrease in open space shall be calculated cumulatively from the last substantial amendment.
6. 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 Wyndfields 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.

### Procedures

7. Unless required elsewhere within the conditions of approval, all conveyances shall occur at record plat, 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.
8. 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 the rezoning approval, 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.
9. 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.
10. Following approval of the first preliminary/construction plan, the developer shall submit biannually to the Growth Management Department documentation indicating the cumulative number of COs issued and the total number of platted lots for the project.
11. 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 shall not exceed the limits shown on the Master Development Plan. 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.
12. 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.
13. Development shall occur in accordance with Section 402, Concurrency Management System, of the Pasco County Land Development Code, or in accordance with the Roadway Development Agreement as approved by the BCC.
14. The developer shall convey to the School Board a site for a two-story elementary school in the location shown on the master plan, subject to readjustment mutually agreeable to the School Board and the developer, but, in any event, south of S.R. 56. The site will consist of 15.22 acres as shown on the master plan. The developer will adjust the school site boundaries, if necessary, to accommodate the drainage detention required above the approximate 18 percent currently allotted for drainage detention on the site, and cooperate with the School Board in efforts to collocate a neighborhood park. Any minor adjustment that does not materially change the location of the site shall not require a modification to these conditions or the approved master plan. The developer shall deliver to the School Board all necessary conveyance documents prior to final plat approval for the first residential plat for lands south of S.R. 56. At the time of the developer's conveyance to the School Board, the developer shall receive impact fee credits against the total School Impact Fee in an amount equal to \$273,960.00. The deed to the School Board shall provide that the site will only be used for public elementary school purposes; and that, within four years after conveyance, the School Board must either 1) notify the developer in writing that the School Board intends to develop the site with a public elementary school, or 2) reconvey the site to the developer for residential development. In the event the site has not yet been reconveyed to the developer, the developer, on or about the third anniversary of the date on which the deed to the

School Board is recorded, must provide written notice to the School Board of the School Board's obligation hereunder to provide notice of intent to develop or to reconvey the site to the developer. If applicable, such reconveyance to the developer shall occur within 60 days after the end of the four-year period if the School Board fails to deliver any notice, or 60 days after the School Board's notification that it does not intend to develop the site, whichever is earlier. Upon such reconveyance by the School Board, the developer shall pay the School Board \$273,960.00 as reimbursement for the previously received impact fee credits. This condition shall apply to entitlements associated with the portion of the MPUD Master Planned Unit Development south of S.R. 56; and nothing in this condition, nor the failure to comply with the same, shall hinder, delay, or impede the developer's right to proceed with permitting and developing the portion of the lands located north of S.R. 56 pursuant to the other MPUD Master Planned Unit Development conditions applicable thereto. Notwithstanding the foregoing, if the School Board notifies the Growth Management Department in writing that the School Board no longer requires the site, then this condition shall thereupon be deemed null and void.

5. 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 Growth Management Legislation as implemented by the Florida Department of Community Affairs and Pasco County.

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)

\_\_\_\_\_  
SCHICKEDANZ BROTHERS, INC.-  
HAMMOCK PINES, LTD.

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.

In witness my hand and seal at \_\_\_\_\_,  
County, Florida, the day and year aforesaid.

My commission expires:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_ at Large



**ROADWAY DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND SCHICKEDANZ BROS., INC. FOR WYNDFIELDS MASTER PLANNED UNIT DEVELOPMENT**

28

THIS 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 SCHICKEDANZ BROS.-HAMMOCK PINES, LTD., a Florida limited partnership, owner of the Wyndfields Master Planned Unit Development project, hereafter referred to as the "Developer".

Rept: 944827 Rec: 214.00  
DS: 0.00 IT: 0.00  
11/22/05 Dpty Clerk

**WITNESSETH:**

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

WHEREAS, concurrent with the County's approval of this Agreement, the County is approving an amendment to that certain Master Plan Unit Development for the Wyndfields project ("MPUD") as Petition No. 6448 ("MPUD Conditions of Approval"), which provides for development of a mixed-use project ("Project"); and

WHEREAS, the MPUD conditions require the Developer to provide for certain roadway improvements to be designed and constructed within and outside of the boundaries of the MPUD in order to mitigate the transportation impacts of the Project and ensure that transportation concurrency is satisfied for the Project; and

WHEREAS, the Developer is committed to provide for the design and construction of certain roadway improvements, as specified in this Agreement; and

WHEREAS, the Florida Local Government Development Agreement Act, as set forth in Sections 163.3220, et seq., Florida Statutes, and Pasco County Land Development Code ("Pasco County LDC"), Article 403, Development Agreements, authorizes the use of development agreements in order to eliminate the lack of uncertainty in approval of development, encourage sound capital improvement planning and financing, and encourage a commitment to the comprehensive planning process. Both the Act and the Pasco County LDC attempt to ensure developers, upon receipt of all development permits, that the development may proceed in accordance with the existing laws and policies subject to the conditions of a development agreement; and

WHEREAS, the Developer and the County desire to enter into this written Development Agreement to provide further details concerning the obligations of the parties with respect to such improvements.

JED PITTMAN, PASCO COUNTY CLERK  
11/22/05 09:51am 1 of 25  
OR BK 6707 PG 600

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NOV 23 2005

STATE OF FLORIDA  
COUNTY OF PASCO  
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF PAGE(S) 1-25 OF 25 PAGES OF THE ORIGINAL OF RECORD IN MY OFFICE. WITNESS MY HAND AND THE COUNTY'S OFFICIAL SEAL THIS 22, 2005  
JED PITTMAN, CLERK TO THE BOARD  
BY R. McCannell D.C.

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

1. RECITALS; EXHIBITS. The foregoing recitals and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

2. PURPOSE. It is the purpose and intent of this Agreement to further set forth terms and conditions of the development approval of the MPUD, identified in the MPUD Conditions of Approval, as the same relate to the design, right-of-way dedication, permitting, and construction of certain Dedications, Site Related Improvements and S. R. 56 Improvements (each as defined below, and the Site Related Improvements and S. R. 56 Improvements being collectively referred to as the "Roadway Improvements"). This Agreement is intended to define the terms and conditions of the County's and the Developer's participation in and respective obligations associated with the Roadway Improvements, and Developer's making of the Dedications, as further provided herein. All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

3. GENERAL REQUIREMENTS.

a. Legal Description. The land subject to this Agreement is identified on Exhibit A. The holder of legal title is the Developer.

b. Duration and Effective Date. This Agreement shall be for a duration of ten (10) years, subject to any conditions precedent or termination provisions herein or mutual agreement, from the effective date of this Agreement.

c. Development Uses of Land. Rezoning Petition No. 6448 sets forth the permitted uses for the MPUD.

d. Public Facilities. Adequate transportation facilities for the Project will be provided through the Roadway Improvements described herein.

e. Reservations or Dedications for Public Purpose. All reservations and dedications for public purposes shall be provided in accordance with the MPUD Conditions of Approval, and this Agreement.

f. Local Development Permits Needed. Prior to the construction of any Roadway Improvements, the Developer shall obtain any necessary development approvals in accordance with the Pasco County Land Development Code. This provision does not exempt the Developer from obtaining all other permits required by agencies with jurisdiction over the Project.

g. Findings. The County has found that the Project, as conditioned, permitted and proposed is consistent with the Pasco County Comprehensive Plan.

h. Requirements Necessary for the Public Health, Safety and Welfare. The conditions, terms, restrictions, and other requirements determined to be necessary by the County for the public health, safety, or welfare of its citizens are identified and included within the MPUD Conditions of Approval and this Agreement.

i. Compliance with Legal Requirements and Permitting. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirement, condition, term, or restriction.

j. Zoning and Comprehensive Plan Issues. The Pasco County Comprehensive Plan Future Land Use Map classification for the Project is Res-3. Zoning for the Project is MPUD approved pursuant to Rezoning Petition No. 5593, as amended. The County has found the MPUD Master Planned Unit Development zoning of the Project to be consistent with the land use designation for the Project established in the Future Land Use Element of the Pasco County Comprehensive Plan.

4. ON-SITE DEDICATIONS. Developer shall dedicate to the County the following rights-of-way for the Project (collectively, the "Dedications"). Each such Dedication shall be made by deed or plat, as determined by the County based on the applicable deadline for such Dedication. Such Dedications shall be at no cost to the County and FDOT and shall not be eligible for transportation impact fee credits.

a. Developer shall dedicate to the County 250 feet in width of right-of-way for S.R. 56 from the western boundary of the MPUD to the eastern boundary of the MPUD in the alignment determined by the PD&E Study (as defined below). Such dedication shall occur within 180 days after approval of the PD&E Study by the Florida Department of Transportation ("FDOT") and all other applicable agencies, or within ninety (90) days of the request of the County, whichever is earlier.

b. Developer shall dedicate to the County 142 feet in width of right-of-way for Wyndfields Boulevard, being the north-south roadway running through the MPUD from S.R. 54 at the north end of the MPUD south to the southern property line of the MPUD. With respect to the portion of Wyndfields Boulevard south from S.R. 54 at the northern boundary of the MPUD to the northern boundary of the intersection with S.R. 56, such dedication will be made at such time as the Site Related Improvements associated with such portion of Wyndfields Boulevard are completed, as provided in Paragraph 5.b., below, or within ninety (90) days of the request of the County, whichever is earlier. With respect to the portion of Wyndfields Boulevard south from the intersection with S.R. 56, such dedication shall occur in increments as determined by the County to be necessary to serve adjacent parcels within the MPUD at the time of preliminary/construction plan approval, or within ninety (90) days of the request of the County, whichever is earlier.

c. Developer shall dedicate to the County 142 feet in width of right-of-way for Chancey Road from the western boundary of the MPUD to the eastern boundary of the MPUD. Such

dedication shall occur in increments as determined by the County to be necessary to serve adjacent parcels within the MPUD at the time of preliminary/construction plan approval, and in any event upon completion of the construction obligation set forth in Paragraph 5.c., below, or within ninety (90) days of the request of the County, whichever is earlier.

d. Developer shall dedicate to the County right-of-way for S.R. 54 from the western boundary of the MPUD to the eastern boundary of the MPUD in such width as necessary to increase the S.R. 54 right-of-way to a width of eighty-three (83) feet from the existing centerline as shown on the County's transportation corridor maps. Such dedication will occur within ninety (90) days of the request of the County.

e. In addition to the foregoing, Developer shall dedicate to the County such additional right-of-way at the intersections of (i) Wyndfields Boulevard and Chancey Road, (ii) S.R. 54 and Wyndfields Boulevard, (iii) S.R. 56 and Wyndfields Boulevard, and (iv) other intersections of east-west roads with Wyndfields Boulevard within the MPUD as necessary to provide turn lanes as required by the County upon access management review of the roadway system within the MPUD. Such dedications will occur in increments as determined by the County to be necessary to serve adjacent parcels within the MPUD at the time of preliminary/construction plan approval, and in any event upon completion of the construction obligations associated with each such intersection, or within ninety (90) days after the request of the County, whichever is earlier.

f. To the extent that frontage roads are required to be constructed outside of the existing or future S.R. 56 right-of-way, pursuant to Paragraph 5.d. below, then Developer shall dedicate to the County right-of-way for such portions of the frontage roads that are located within the MPUD, outside of the S.R. 56 right-of-way, at the locations determined in accordance with Paragraph 5.d. Such dedications shall occur in increments as determined by the County to be necessary to serve adjacent parcels within the MPUD at the time of preliminary/construction plan approval, or within ninety (90) days of the request of the County, whichever is earlier, subject to the location of such frontage roads having been determined.

g. In addition to the foregoing and subject to Paragraphs 7.c., and 7.d., below, the Developer, and its successors and assigns, shall at no cost to the County and FDOT, design, construct, provide, and obtain any and all permits required by any local, state or federal agency for, appropriate and sufficient drainage/retention and wetland 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 improvements of S.R. 54, S.R. 56, Chancey Road, and Wyndfields Boulevard, within, or adjacent to the boundaries of Developer's property, including, but not limited to, mitigation for initial and future lanes of travel, shoulders, frontage roads, sidewalks, multi-modal paths, medians and other roadway appurtenances. All conveyances shall occur at record plat, construction plan approval where a record plat is not required, or within ninety (90) days of the County's request, whichever occurs first. All conveyances shall include access easements in accordance with Paragraphs 7.c., and 7.d., below, be in a form acceptable to the County's Real Estate Division, and be free and clear of all liens and encumbrances, including exemption from, or subordination of, all covenants and deed restrictions. All stormwater management plans, reports or

calculations for the 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.

h. In addition to the foregoing, the County may require, at the time of preliminary or construction plan approval, dedication of right-of-way for other public roadways required by Section 610 the Pasco County Land Development Code.

5. SITE RELATED IMPROVEMENTS. Developer shall cause the following on-site roadways to be designed, permitted and constructed at Developer's sole cost and expense, which design, permitting and construction shall not be impact fee creditable.

a. In conjunction with extensions of S.R. 56 from the west boundary of the MPUD to the east boundary of the MPUD, as more particularly provided in Paragraph 6 below, and in accordance with the PD&E Study design requirements, design S.R. 56 as a four (4) lane divided roadway expandable to six (6) lanes, with a wide median (at least 74 feet wide unless otherwise approved by FDOT) to allow the addition of two (2) interior lanes after four (4) lanes of such roadway have been constructed, for an ultimate six (6) lane roadway, and construct two (2) lanes thereof as an offset roadway.

b. Design four (4) lanes and construct the first two (2) lanes of Wyndfields Boulevard south from S.R. 54 at the northern boundary of the MPUD to the northern boundary of the intersection with S.R. 56. Such design and construction of said northern segment of Wyndfields Boulevard shall be completed by December 31, 2008, subject to extension as provided in Paragraph 6.c., below, or as determined by the County to be necessary to serve adjacent parcels within the MPUD at the time of preliminary/construction plan approval. In the event that Developer has been relieved of its obligation to build the portion of S.R. 56 within the Wesley Chapel Lakes DRI pursuant to Paragraph 6.c., below, the design and construction of the northern segment of Wyndfields Boulevard provided for in this paragraph shall be completed within eighteen (18) months after the completion of at least two (2) lanes of S.R. 56 through the Wesley Chapel Lakes DRI connecting to the western boundary of the MPUD, or as determined by the County to be necessary to serve adjacent parcels within the MPUD at the time of preliminary/construction plan approval.

c. Design four (4) lanes and construct the first two (2) lanes of Chancey Road from the MPUD's western boundary to the MPUD's eastern boundary. Such design and construction obligation shall be completed in increments as determined by the County to be necessary to serve adjacent parcels within the MPUD at the time of preliminary/construction plan approval, but in any event within eighteen (18) months from the date when the construction of Chancey Road is completed to the western boundary or eastern boundary of the MPUD. In the event that one thousand (1,000) residential units have been platted and the design and construction of Chancey Road has not been completed, then Developer shall be required to post Security (as defined in Paragraph 9.a., below) in an amount equal to 125% of the Cost Estimate (as defined in Paragraph 7.e., below) for completing construction of the portion of the roadway not yet completed, which Security shall have a term of December 31, 2015.

d. Design and construct two (2) lanes (2-way) of frontage road along or within both the northern and southern boundaries of the S.R. 56 right-of-way, including reverse frontage roads, to the extent located within the boundaries of the MPUD. Subject to the terms of this paragraph, the location of all said frontage roads shall be determined by Developer in its discretion, subject to County and FDOT access management requirements as may be modified in accordance with the County's Access Management Ordinance and FDOT access management regulations, and subject to the requirements of other applicable permitting agencies. The location of any frontage roads which are adjacent to any park lands to be dedicated to the County shall be located within the right-of-way for S.R. 56 for that portion of the common boundary between said park lands and the right-of-way for S.R. 56, unless the County Parks Department agrees to allow the frontage roads within the park lands. Any frontage roads connecting at the eastern and western boundary of the MPUD will be in such location as aligns with the frontage road that then exists or has been permitted within the adjacent property at the applicable boundary of the MPUD. If no frontage road has been constructed or permitted within the applicable adjacent property, then the Developer may determine the location of the frontage road within the MPUD, subject to County and FDOT access management requirements as may be modified in accordance with the County's Access Management Ordinance and FDOT access management regulations, and subject to the requirements of other applicable permitting agencies. If there is a conflict between competing pending permitting applications for frontage roads within adjoining properties, and the affected property owners and County are unable to resolve such conflict, then such conflict shall be resolved by locating the frontage road within the S.R. 56 right-of-way. Any such frontage roads which are located within the right-of-way for S.R. 56 shall be designed in accordance with roadway sections which are mutually agreeable to both FDOT and the Developer. Any such frontage roads which are located outside of the right-of-way for S.R. 56 shall be designed and constructed to include a single 24-foot wide paved section with two (2) 12-foot wide (2-way) travel lanes. Such design and construction shall be completed in four (4) increments which correspond to the four (4) quadrants created by the intersection of S.R. 56 and Wyndfields Boulevard. Design and construction of the frontage road within each quadrant within the MPUD shall occur as determined by the County at the time of preliminary/construction plan approval to be necessary to serve commercial and office development (or residential development in the event the commercial or office in any quadrant is traded-off pursuant to paragraph 8.b.) within each quadrant, but in any event shall be completed or secured by the posting of Security in the form specified in Paragraph 9.a., below, prior to issuance of the first building permit for commercial and/or office development (or residential development in the event the commercial or office in any quadrant is traded-off pursuant to paragraph 8.b.) within such quadrant; provided, however, that if the frontage road associated with a particular quadrant has not been designed at the time that the preliminary plan for the residential village within such quadrant that will be served by such frontage road is submitted to the County for approval, then such frontage road shall be designed at such time and shown on such preliminary plan. In any event, however, and notwithstanding other customary County residential platting requirements, no Security or other form of bond shall be required as to any frontage road shown on the preliminary plan or final plat for such residential village, in recognition that the associated Security is required in connection with the commercial and office development (or residential development in the event the commercial or office in any quadrant is traded-off pursuant to paragraph 8.b.) within such quadrant. However, the County may require dedication of right-of-way for the frontage road in connection with the preliminary plan or final plat for such residential village.

e. Design four (4) lanes and construct the first two (2) lanes of Wyndfields Boulevard south from S.R. 56 to the southern boundary of the MPUD. Such design and construction obligation shall be completed in increments as as determined by the County to be necessary to serve adjacent parcels within the MPUD at the time of preliminary/construction plan approval. . In the event that: (i) Hillsborough County or the City of Tampa has completed a roadway within Hillsborough County (the "Tampa Connector") that connects to the southern boundary of the 554-acre property which lies immediately south of and contiguous to the MPUD and immediately north of and contiguous to Hillsborough County (the "Grimsley Property"); and (ii) a roadway has been completed within the Grimsley Property that connects the Tampa Connector to the MPUD at the southern terminus of Wyndfields Boulevard (the "Grimsley Connector"), then such design and construction of said southern segment of Wyndfields Boulevard pursuant to this paragraph shall be completed within eighteen (18) months after the completion of both the Tampa Connector and the Grimsley Connector, regardless of the number of units platted within the MPUD. In the event that: (a) three hundred seventy-five (375) residential units located south of S.R. 56 have been platted, (b) the construction of the Grimsley Connector has been completed, and (c) the design and construction of said southern segment of Wyndfields Boulevard has not been completed, then Developer shall be required to post, prior to approval of additional plats south of S.R. 56, Security equal to 125% of the Cost Estimate for completing construction of the portion of the southern segment of Wyndfields Boulevard not yet completed.

f. The foregoing improvements shall include, at the Developer's sole expense, all shoulders, striping, signage, signalization, medians, guardrails, handrails, multi-modal paths, sidewalks, mass transit stops, and other roadway appurtenances, all as determined by the County, FDOT and other applicable permitting agencies to be necessary during the design and permitting of such improvements; provided, however, that the Developer shall not be required to duplicate bike lanes, sidewalks and multi-use paths within the frontage roads required along S.R. 56, on the one hand, and within the S.R. 56 right-of-way, on the other hand, or other similar duplicative roadway sections.

g. In addition to the foregoing, the Developer, and its successors and assigns, shall be responsible, at no cost to the County, for the design, permitting and construction of access improvements for the portions of the Project necessitating such improvements, as determined by the County and FDOT at the time of preliminary/construction plan approval and/or the time of issuance of access permits for the Project. All access improvements, signalization, number of access points and spacing of access points, including those shown on the MPUD Master Plan, shall be subject to County and FDOT approval and compliance with the provisions of the FDOT and the County's access management regulations.

#### 6. S.R. 56 PROJECT.

a. Generally. As material consideration for the County's granting of certain entitlements and traffic vesting to the Developer, as set forth in the MPUD Conditions of Approval and this Agreement, Developer has agreed, in addition to the other obligations in this Agreement, to facilitate the alignment, design, construction and dedication of S.R. 56 through the MPUD and beyond the

western and eastern boundaries of the MPUD, as more specifically set forth in this paragraph. In order to enable the Developer to accomplish the commitments made by the Developer in this Agreement, the County agrees to work with the Developer in a manner specifically set forth below. All of Developer's obligations set forth in Paragraph 6 shall be at Developer's sole cost and expense, and are not impact fee creditable; provided, however, in the event that: (a) the Developer is required to construct any portion of S.R. 56 within the Wesley Chapel Lakes DRI, and (b) the County recovers or receives from the developer(s) of the Wesley Chapel Lakes DRI monies in lieu of the construction obligations of such DRI for the same portion of S.R. 56 constructed by Developer, then the County agrees, within sixty (60) days of receipt or recovery of such monies, to reimburse the Developer, or the entity financially responsible for the construction of S.R. 56 within the Wesley Chapel Lakes DRI (as determined by the County), for the Developer's construction costs of S.R. 56 within the Wesley Chapel Lakes DRI. The amount of such reimbursement shall be the lesser of: (a) the actual reasonable construction costs (not including design, permitting, financing, security and other "soft" costs) incurred for the portion of S.R. 56 within the Wesley Chapel Lakes DRI, as determined by the County based on construction contracts and receipts submitted to the County, or (b) the amount of construction monies actually received or recovered by the County for the portion of S.R. 56 within the Wesley Chapel Lakes DRI constructed by Developer.

b. PD&E Study. In order to minimize wetland impacts and expedite the completion of S.R. 56 from County Road 581 east to U. S. 301, the Developer shall cause to be prepared, funded and completed a single, unified revised PD&E alignment study of S.R. 56 from Wesley Chapel Lakes Boulevard west of the MPUD, east to U.S. 301 beyond the eastern boundary of the MPUD, including any studies or analysis determined by FDOT to be necessary to complete such study (collectively, the "PD&E Study"). The County acknowledges and agrees that the PD&E Study application will proceed more expeditiously if the property owners for the Wesley Chapel Lakes MPUD, Zephyr Egg property and the Thomas Ranch property (each anticipated to be affected by the S.R. 56 alignment and collectively, the "S.R. 56 Project Owners") agree to the relocation of S.R. 56 as contemplated by the PD&E Study application. As such, the County agrees to use its best efforts to work with the Developer and the S. R. 56 Project Owners to obtain such cooperation on or before December 31, 2005, and Developer agrees to notify the County when such efforts are necessary. In any event, the Developer agrees to commence the PD&E Study by December 31, 2005, and to complete the PD&E Study by September 30, 2006. The Developer shall be eligible to request extension for the completion of the PD&E Study, subject to approval by the County, upon Developer's demonstration of good faith effort on the part of Developer to complete the PD&E Study and delay caused by matters beyond the Developer's reasonable control. However, any extension beyond those allowed by Section 11.w. of this Agreement shall require an amendment of this Agreement. The Developer shall submit to the County for the County's review the proposed PD&E Study application concurrent with submitting the same to any other reviewing agencies. The County shall review and provide any comments to the PD&E Study application within thirty (30) days of receipt thereof, failing which the County shall be deemed to have agreed to its submittal by the Developer to the reviewing agencies; provided, however, the County may continue, after such thirty (30) day review period, to make comments on the PD&E Study application to the reviewing agencies.

c. S. R. 56 Improvements. Subject to the PD&E Study being approved by the Florida Department of Transportation ("FDOT") and all other applicable agencies, and subject to the County obtaining the necessary right-of-way for construction of S.R. 56, together with all necessary temporary construction easements, stormwater ponds, wetland mitigation areas, and flood plain compensation areas within the Wesley Chapel Lakes DRI, then the Developer shall design the associated segment of S.R. 56 (defined below) as a four (4) lane divided roadway expandable to six (6) lanes, with a wide median (at least 74 feet wide unless otherwise approved by FDOT) to allow the addition of two (2) interior lanes after four (4) lanes of the roadway have been constructed, for an ultimate six (6) lane roadway, and construct two (2) lanes as an offset roadway. Such construction obligations shall include, at the Developer's sole expense, all shoulders, striping, signage, signalization, medians, guardrails, handrails, multi-modal paths, sidewalks, mass transit stops, and other roadway appurtenances, all as determined by the County, FDOT and other applicable permitting agencies to be necessary during the design and permitting of such improvements; provided, however, that no duplication of such improvements shall be required within the S.R. 56 right-of-way, on the one hand, and any frontage roads required to be constructed along S.R. 56, on the other hand. The foregoing design and construction obligations shall be completed as to the associated segment on or before the applicable deadline set forth in subparagraphs (i) and (ii), below:

i. In a location determined by the PD&E Study as approved by the FDOT from Meadow Pointe Boulevard outside of the MPUD east to Wyndfields Boulevard within the MPUD, prior to December 31, 2008, or within eighteen (18) months after completion of construction of S.R. 56 from the west to Meadow Pointe Boulevard's eastern boundary, whichever is earlier; and

ii. From Wyndfields Boulevard east to the eastern boundary of the MPUD prior to December 31, 2010; provided, however, that the County shall have the right to require the Developer to complete such section of S.R. 56 by December 31, 2009 if the County determines that such early completion will facilitate earlier construction of S.R. 56 from the eastern boundary of the MPUD east to Morris Bridge Road, and provided further that the County so notifies the Developer in writing on or before June 30, 2008 of the County's election to accelerate such obligation.

The foregoing completion dates, and the December 31, 2008 completion date set forth in Paragraph 5.b., above with respect to the design and construction of the northern segment of Wyndfields Boulevard from S.R. 54 to S.R. 56 shall be extended for such period of time as the County is delayed beyond December 31, 2006 in obtaining the right-of-way within the Wesley Chapel Lakes DRI necessary for the construction of S.R. 56 in the location as determined by the PD&E Study and as approved by FDOT, and all associated right-of-way acquisitions as more fully described in Paragraph 7.j. below. For example only, if the County does not obtain such right-of-way until June 30, 2007, then the Developer's obligations under this Paragraph 6.c., and Paragraph 5.b., above shall be extended for a period of six (6) months. Notwithstanding the preceding, in the event the County has not acquired all of the required right-of-way outside the Wyndfields MPUD for the improvements set forth in this Paragraph 6.c., or adopted a Resolution of Necessity to acquire such right-of-way by eminent domain, by December 31, 2009, then Developer shall be relieved of its obligation to design and construct any portion of S.R. 56 within the Wesley Chapel Lakes DRI. In that event, Developer shall design four (4) lanes and construct two (2) lanes of S.R. 56 from the western boundary of the MPUD east to the eastern boundary of the MPUD prior to December 31, 2010.

Notwithstanding the deadlines set forth above, the County may require earlier construction of any portion of S.R. 56 within the MPUD that is determined by the County to be necessary to serve adjacent parcels within the MPUD at the time of preliminary/construction plan approval.

7. OTHER REQUIREMENTS RELATED TO THE IMPROVEMENTS.

a. Design and Permitting. The Developer shall design and permit the Roadway Improvements in accordance with the terms of this Agreement. The Roadway Improvements shall be designed consistent with the applicable PD&E Study for each roadway and with the design criteria of the County and FDOT (for S.R. 56) for roads in the applicable class (i.e., urban, suburban, rural, collector, arterial, etc.). The construction contractors to be used by the Developer to complete the Roadway Improvements shall be a contractor of good standing and licensed to practice in Pasco County and shall be selected by the Developer based on Developer's selection criteria.

b. Design and Construction Requirements. All design, permitting, and construction for the Roadway Improvements which are designated as County roads shall be in accordance with the standards of the County, and all design, permitting, and construction for the Roadway Improvements which are designated as State roads shall be in accordance with the standards of the State and the County to the extent consistent, and in accordance with State standards to the extent of any conflict. Construction plans shall comply with the applicable County and FDOT standards and shall include but not be limited to cross-sections, drainage, and plan/profile sheets. Plan/profile sheets and cross section drawings shall indicate location(s) of drainage inlets and roadway facilities. All wetland and flood plain impacts and compensation shall be included in the design and indicated on the plans.

c. Roadway Drainage Facilities. Roadway drainage facilities, either onsite or offsite, if not commingled or combined with drainage facilities for the Project or any other facilities or developments along the routes of the Roadway Improvements shall be owned, operated and maintained by the County or FDOT, as applicable, subsequent to the expiration of the one (1) year maintenance guarantee period as set forth herein, and shall be designed, permitted and constructed in accordance with Paragraph 4.g., above. If the drainage facilities for the Roadway Improvements are commingled or combined with drainage facilities of the Project or any other facilities or developments along the route of the Roadway Improvements, all such drainage facilities shall remain owned by the underlying landowner (including the Developer where applicable), and operation and maintenance of same shall be the responsibility of the respective underlying landowner, or another County-approved responsible entity designated by such owner (e.g., homeowner's association, property owner's association, or community development district). The underlying landowner shall be responsible for the design, permitting and construction of all such commingled or combined drainage facilities in accordance with Paragraph 4.g., above, unless otherwise approved by the County or unless the Developer elects to be responsible, in which event approval by the County shall not be required. Appropriate easements to the County and/or FDOT, as applicable, shall be provided on all lands owned by the Developer with respect to the Roadway Improvements, so that the County and/or FDOT has the ability to maintain the facilities associated with the Roadway Improvements in the event the Developer defaults on its obligation to maintain the facilities. The County and/or FDOT, as applicable, shall determine whether roadway drainage facilities may be commingled or

combined in accordance with this paragraph; provided, however, roadway drainage facilities shall not be commingled or combined for S.R. 56 unless specifically approved by FDOT.

d. Wetland and Flood Plain Mitigation. In the event that the permitted wetland and/or flood plain mitigation area(s) for the impacts associated strictly with the Roadway Improvements are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the County or FDOT, as applicable, will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted wetland and flood plain mitigation areas related to the Roadway Improvements are commingled/combined with wetland and flood plain mitigation areas of the Project or any other facilities or developments, all the wetland and flood plain mitigation areas shall be permitted, owned, operated and maintained by the underlying landowner (including the Developer, where applicable). Appropriate easements shall be provided to the County and/or FDOT, as applicable, for the wetland and flood plain mitigation areas owned by the Developer associated with the Roadway Improvements, so that the County and/or FDOT has the ability to maintain the facilities in the event Developer defaults on its obligation to maintain the facilities. The County and/or FDOT, as applicable, shall determine whether wetland and floodplain mitigation facilities may be commingled or combined in accordance with this paragraph; provided, however, wetland and flood plain mitigation facilities shall not be commingled or combined for S.R. 56 unless specifically approved by FDOT.

e. County/FDOT Review and Approval of Design. With respect to S.R. 56, the Developer shall complete and submit thirty (30), sixty (60), ninety (90), and one hundred (100) percent design plans, or as otherwise may be approved in writing by the County and FDOT, for Roadway Improvements to the County's designated project manager and to FDOT for review and approval. With respect to Wyndfields Boulevard and Chancey Road, the Developer shall complete and submit one hundred (100) percent design plans, or as otherwise may be approved in writing by the County, for Roadway Improvements to the County's designated project manager for review and approval. Any reviews and approvals by the County shall be completed by the County within thirty (30) days of submission by Developer of complete and correct documents to the County. The County shall make a completeness review and notify Developer if not complete and correct within five (5) business days of receipt of the submission by Developer. The Developer may disregard any County comment made after the 30 day review period, unless such comment is necessary to ensure compliance with this Agreement or is based upon minimum FDOT or County standards which have been codified or adopted by the applicable governing body at the time of submission. Any comments from the County made with respect to its review of the thirty (30), sixty (60), and ninety (90) percent design plans for S.R. 56 may be addressed by the Developer on its next submittal of plans to the County and, therefore, shall not prevent the Developer from proceeding with its design while the County completes its review. The Developer shall provide at the time of one hundred (100) percent design and right-of-way plan submission for each of the Roadway Improvements, or sooner if required to post Security required by this Agreement, an estimate of the cost of constructing the Roadway Improvements including inspection costs, which shall be certified by an engineer duly registered in the State of Florida, and approved by the County (the "Cost Estimate"). All plans, once accepted by the County or FDOT, shall become the property of the County or FDOT.

f. Permitting Requirements. The Developer shall obtain any and all required permits for work it is to perform from the County and any and all applicable local and State regulatory agencies.

g. County Cooperation. The County shall, upon Developer's request, cooperate with the Developer in processing permit applications, including, without limitation, acting as co-applicant as to the PD&E Study and promoting and sponsoring the same, and the Developer agrees to use its best efforts to expeditiously secure all permits that are necessary for the design and construction of the Roadway Improvements.

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

i. Utilities Relocation. The Developer shall coordinate the relocation of any utilities' infrastructure in conflict with the Roadway Improvements. Relocation of any utilities infrastructure which is in conflict shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, Florida Statutes. The County agrees upon request of Developer to cooperate with the Developer in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, Florida Statutes, in a timely manner. However, under no circumstances shall the County incur any expenses for the relocation of such utilities, and if the owner of such utilities fails to remove the utilities at the request of the County, the Developer shall bear the expense of the utility relocation, which expense shall not be eligible for impact fee credits.

j. Right-Of-Way Acquisition. In order to facilitate the successful completion by the Developer of its obligations under Paragraph 6, above, the County agrees to use its best efforts to obtain right-of-way, easements or donations necessary for the construction of the portion of the S.R. 56 Improvements outside the Wyndfields MPUD, which shall include, at a minimum, all right-of-way and easements necessary for Developer to satisfy its construction obligations for the portion of the S.R. 56 Improvements outside the Wyndfields MPUD set forth in this Agreement. The County acknowledges and agrees that the County has the right, pursuant to certain pre-existing development agreements, zoning conditions, and/or development of regional impact conditions, to require the Wesley Chapel Lakes project owners to dedicate land for the right-of-way and associated drainage, wetland mitigation and flood plain compensation improvements associated with the portion of the S.R. 56 Improvements in the Wesley Chapel Lakes DRI. As such, the County shall, in good faith, utilize and pursue its rights under such pre-existing conditions and agreements and/or its other rights

and powers to obtain the necessary dedications and donations, exercising its condemning authority if necessary, to enable the Developer to complete the portion of the S.R. 56 Improvements outside the Wyndfields MPUD at the time intended by the terms of this Agreement. The Developer shall cooperate in good faith with the County's efforts in that regard. In the event the County is not able to timely obtain such required right-of-way and/or easement dedications and donations, Developer's sole remedies shall be the extension of its required time frames and/or the elimination of Developer's obligations to design and construct the portion of the S.R. 56 Improvements outside the Wyndfields MPUD, both as provided in Paragraph 6.c., above.

k. Tender Of Project Area. Upon issuance to the Developer or its contractor of an FDOT or County construction permit, project areas for the Roadway Improvements shall be deemed to be tendered to the Developer or its contractor, as applicable, and such entity shall be in custody and control of the project areas. The Developer or its contractor shall be responsible for providing a safe work zone for the public.

l. County and FDOT Observation. The County's and FDOT's personnel and authorized representatives reserve the right to inspect, observe, and materials test any and all work associated with the Roadway Improvements and shall at all times have access to the work being performed pursuant to this Agreement for the County's and FDOT's observation. However, should the County or FDOT observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the County or FDOT, as applicable, shall notify the Developer, in writing, and the Developer shall, at its cost, correct the deficiencies as necessary. Nothing herein shall require the County or FDOT to observe or inspect the work on the Roadway Improvements. The Developer shall be solely responsible for ensuring that the Roadway Improvements are constructed in accordance with the plans and specifications and required standards. Observations by the County, FDOT or their inspectors that do not discover that construction is not in accordance with the approved plans, specifications, and required standards shall not be deemed a waiver of the Developer's requirements herein.

m. Right-of-Way. Prior to the County's or FDOT's acceptance of the applicable phase or segment of the Roadway Improvements, the Developer shall meet the applicable requirements of the County or FDOT and cause all right-of-way, including, where required by paragraph 7.c. and 7.d., right-of-way for drainage facilities, wetland and flood plain mitigation, to be conveyed to the County or FDOT, as applicable, in fee simple, free of financial encumbrances or other encumbrances which restrict its use for road purposes.

n. Construction Requirements. During the construction phase of the applicable segment of the Roadway Improvements, the Developer shall:

i. Provide its own on-site inspection and observation by a professional engineer registered in the State of Florida for the purpose of observing and inspecting all construction to make sure it is built according to the plans and specifications.

ii. Obtain all necessary Right-of-Way Use Permits.

iii. The Developer and/or its construction contractor(s), shall be responsible for supervising and inspecting the construction of the Roadway Improvements and shall be responsible for ensuring the accuracy of all reference points, grade lines, right-of-way lines, and field measurements associated with such construction.

iv. Be responsible for full and complete performance of all construction activities required pursuant to this Agreement. The Developer shall be responsible for the care and protection of any materials provided or work performed for the Roadway Improvements until they are completed and accepted by the County or FDOT which acceptance shall not be unreasonably withheld.

Require testing by an independent lab, acceptable to FDOT (for S.R. 56) and the County in accordance with FDOT standards (for S.R. 56) and the Pasco County Engineering Services Department testing specifications for construction of roads, storm drainage and utilities. Any failed tests shall be reported to FDOT (for S.R. 56) and the County Engineer immediately, and all test reports shall be provided on a quarterly basis to the County Engineer.

v. Provide to FDOT (for S.R. 56) and the County copies of all design drawings, as-built drawings, and permits received for the Roadway Improvements, and such information shall become the property of FDOT and the County upon acceptance of the applicable roadway. All plans submitted to FDOT and the County shall include reproducible mylars and electronic files compatible with AutoCadd.

#### 8. IMPACT FEES AND CREDITS, CONCURRENCY.

a. Impact Fee Credits. The Developer shall be assessed transportation impact fees in accordance with the County's adopted Transportation Impact Fee Ordinance, as amended (the "Impact Fee Ordinance") and this Agreement. Notwithstanding any provision of the Impact Fee Ordinance to the contrary, and, further, notwithstanding that certain improvements required to be constructed by the Developer may be classified as off-site improvements, the Developer shall not receive any impact fee credits against transportation impact fees for the right-of-way donation, design, permitting and construction obligations set forth herein. The Developer shall pay transportation impact fees in accordance with the Impact Fee Ordinance.

b. Concurrency. The County has determined that the Developer's agreements and obligations as set forth in this Agreement are sufficient to vest the MPUD for transportation concurrency purposes and for any traffic impact study requirements with 1,999 residential units, 185,000 square feet of commercial uses, and 41,000 square feet of office uses in the aggregate, or their aggregate equivalent in net external P.M. peak hour trip ends, to be developed within the MPUD through December 31, 2015, provided the Developer continues to perform in accordance with the terms of this Agreement. Subject to applicable provisions of the Pasco County Comprehensive Plan, applicable Development of Regional of Impact ("DRI") thresholds, and applicable requirements for MPUD modifications, the Developer may exchange land use entitlements, provided that the total net external P.M. peak hour trip ends generated by the foregoing vested entitlements is not exceeded, as evidenced by a certification of the Developer's traffic

engineer approved by the County based on the most current ITE trip generation tables, and provided that no exchange of land use entitlements shall relieve Developer of its obligations set forth in this Agreement, including, but not limited to, the obligations set forth in paragraph 5.d. Notwithstanding the requirements of Pasco County Resolution No. 04-203 and Section 402 of the Land Development Code, each application by Developer for preliminary plan approval shall be processed by the County with no requirements for any additional transportation concurrency review, traffic impact studies or for any additional traffic mitigation requirements. Any update by the Developer, filed to reflect the final alignment of the revised PD&E Study in the site plan filed for the MPUD, or any future modifications to the MPUD shall not divest the MPUD for the purposes of transportation concurrency nor subject the MPUD to future transportation impact analyses, provided any such update or future modifications do not increase the level of entitlements of this Section 8(b). Should any future modification seek to increase such existing level of entitlements, the additional entitlements shall be subject to transportation concurrency review and new transportation impact analysis; provided that, in such event, the existing level of entitlements shall not be subject to the same transportation concurrency review and new transportation impact analysis. Notwithstanding the foregoing, the Developer and MPUD shall continue to be subject to access-related studies and improvements required by the Pasco County Access Management Ordinance or FDOT access management regulations, and the Developer and MPUD shall continue to be subject to other roadway and/or subdivision requirements of the Pasco County Land Development Code and Comprehensive Plan not specifically waived by this Agreement.

9. PERFORMANCE GUARANTEES BY DEVELOPER.

a. Completion Guarantee. Letter(s) of credit or surety bond(s) (collectively and alternatively, the "Security") shall be posted in favor of, and provided to the County, in the amount of 125% of the County-approved Cost Estimate for the PD&E Study on or before December 31, 2005, and in the amount of 125% of the County-approved Cost Estimate of the S. R. 56 Improvements specified in Paragraph 6.c., prior to the approval by the Pasco County Board of County Commissioners of the first final subdivision plat within the MPUD. Security for Chancey Road and Wyndfields Boulevard, if necessary, shall be posted prior to the deadlines set forth in this Agreement. The Security shall be acceptable to and approved by the County to guarantee performance of the PD&E Study and S.R. 56 Improvements, and all terms and conditions of this Agreement. Failure to post, revise, update, and keep effective the required Security shall be considered a default of this Agreement, entitling the County to stop the issuance of building permits. The Security shall be with a bank, surety, or other financial institution acceptable to the County which is authorized to do business in the State of Florida and which has an "A" policy holder rating and a financial rating of at least Class VII in accordance with the most current of Best's Key Rating Guide. The Security shall be in the amount of 125% of the amount secured and be in a form acceptable to the County Attorney's Office. For the construction of the S.R. 56 Improvements, Developer shall post initial Security in the amount of 125% of the County approved Cost Estimate to complete design, permitting, and construction of such project. On each renewal date of the Security, the Security may be reduced provided an updated Cost Estimate for the remainder of the applicable construction obligations is provided to and approved by the County and provided that the Security is not reduced below 125% of the County-approved Cost Estimates for such remaining work.

b. Maintenance Guarantee. Upon completion of the Roadway Improvements, and final acceptance by the County and/or FDOT, the Developer and its construction contractor shall guarantee that all equipment furnished and work performed is free from defects in workmanship or materials for a period of one (1) year after final acceptance, and, if any part of the construction should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the County and/or FDOT. The Security may cover this guarantee, if they remain in place for a period of one (1) year after final acceptance in an amount equal to at least fifteen percent (15%) of the applicable construction contract amount and the Security specifically provides for this guarantee, or the Developer or its general contractors may post separate maintenance bonds acceptable to the County and/or FDOT to guarantee maintenance in accordance with this paragraph. This remedy for correction is a contractual obligation that is a cumulative, not exclusive remedy. Upon completion of construction of the improvements and final inspection by the County and/or FDOT as being constructed in accordance with all appropriate contract documents and permit requirements, and upon the expiration of the required one (1) year maintenance guarantee period, the County shall be responsible for maintenance of the roadway and roadway drainage facilities which are not commingled/combined.

10. INDEMNIFICATION AND INSURANCE.

a. Indemnification. For and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer shall defend, hold harmless, and indemnify the County and FDOT and all of its agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the County or FDOT may sustain, suffer, or incur, or be required to pay by reason of the loss of any monies paid to the Developer resulting out of fraud, defalcation, or dishonesty; or arising out of any act, action, neglect, or omission by the Developer during the performance of this Agreement, any work under this Agreement, or any part thereof, whether direct or indirect; or by reason or result of injury caused by the Developer's negligent maintenance of the property over which the Developer has control; or by reason of a judgment over and above the limits provided by the insurance required under this Agreement; or by any defect in the condition or construction of the Roadway Improvements, except that the Developer will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the County or FDOT or any of their agents or employees, unless such County or FDOT negligence arises from the County or FDOT review referenced in this Agreement. The Developer's obligation to indemnify, defend, and pay for the defense and trial of any damage claim or suit and any related settlement negotiations shall arise within seven (7) days of receipt by the Developer of the County's or FDOT's written notice of claim for indemnification to the Developer. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in Paragraph 11.f. The Developer's obligation to defend and indemnify within seven (7) days of receipt of such written notice shall not be excused because of the Developer's inability to evaluate liability or because the Developer evaluates liability and determines the Developer is not liable or determines the County or FDOT is solely negligent. Only a final adjudication judgment finding the County or FDOT solely negligent shall excuse performance of this provision by the Developer. If a judgment finding the County or FDOT solely negligent is appealed and the finding of sole negligence is reversed, the Developer shall be obligated to

indemnify the County or FDOT for the cost of the appeal(s). The Developer shall pay all costs and fees related to this obligation and its enforcement by the County or FDOT. The Developer shall also include in its contract with its general contractors for the Roadway Improvements this indemnity provision, replacing the word Developer with the name of the contractor(s).

b. Insurance.

i. General. No work shall commence on the Roadway Improvements nor shall occupancy of any of the property within the limits of the Roadway Improvement projects take place until the required Certificates of Insurance and certified true and exact copies of all insurance policies are received by the County and FDOT as set forth below:

(1) During the term of this Agreement, the Developer shall require any engineers and/or general contractors providing work for the improvements to pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies authorized to transact business in the State of Florida which have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide and which are satisfactory to the County and FDOT.

(2) The Developer shall require the engineers and/or general contractors to provide to the Developer and to the County and FDOT evidence of insurance coverages of the types and in the amounts required by submitting four (4) original, executed Certificates of Insurance on the form to be provided by the County to the Developer. Each certificate shall set forth the original, manual signatures of the authorized representative of the insurance company(ies) identified therein and shall have attached thereto proof that said representative is authorized to execute the same. In addition to the Certificates of Insurance required herein, the Developer shall require the engineers and/or general contractors to also provide to the County and FDOT, certified true and exact copies of all insurance policies required hereunder at the time of submittal of the Certificates of Insurance. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to the Agreement between the Developer and the general contractor for the Improvement.

(3) All policies of insurance required by this Agreement shall require that the insurer deliver to the County and FDOT and the Developer thirty (30) days' written notice prior to any cancellation, intent not to renew, or reduction in coverage and ten (10) days' written notice of any nonpayment of premium. Such notice shall be delivered by certified U.S. Mail to the County, FDOT and the Developer, addressed to the parties as described in Paragraph 11.f., below. In the event of any reduction in the aggregate limit of any policy, the Developer shall require the engineers and/or general contractors to immediately restore such limit to the amount required herein.

(4) The Developer shall require that all insurance coverages provided by the engineers and/or general contractors be primary to any insurance or self-insurance program of the County, FDOT and the Developer which is applicable to the work provided for in this Agreement. All such insurance shall also remain in effect until final payment and until after the one (1) year warranty period provided herein.

(5) Receipt by the County or FDOT of any Certificate of Insurance or copy of any policy evidencing the insurance coverages and limits required by the contract documents does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policies or Certificates of Insurance are in compliance with the requirements under this Agreement.

(6) The insurance coverages and limits that the Developer shall require from the engineers and/or general contractors under this Agreement are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program. The Developer shall notify the engineers and/or general contractors that the engineers and/or general contractors shall be responsible for the sufficiency of its own insurance program.

(7) If the insurance coverage initially provided by the engineers and/or general contractors is to expire prior to completion of the work, the Developer shall require the engineers and/or general contractors to provide renewal Certificates of Insurance on the County's form thirty (30) days prior to expiration of current coverages.

(8) Should the engineers and/or general contractors fail to maintain the insurance coverages required under this Agreement, the County may, require the Developer to procure and pay for such coverage at its own expense— if it is available. If the Developer fails to obtain such insurance within thirty (30) days of the County notifying Developer of the County's decision to require such insurance, then the County may terminate this Agreement for default (subject to the notice and grace period requirements of Paragraph 11.c.). A decision by the County to require the Developer to procure and pay for such insurance coverage shall not operate as a waiver of any of the County's rights or the Developer's obligations under this Agreement.

(9) All insurance policies that the Developer shall require the engineers and/or general contractors to obtain pursuant to this Agreement, other than Workers' Compensation and Employer's Liability Policy, shall specifically provide that the County, FDOT, and each of its elected officers, their employees, and agents shall be "additional insureds" under the policy and shall also incorporate a severability of interests provision. All insurance coverages required herein shall apply to all engineers' and/or general contractors' activities and any subcontractor's activities for the improvements without regard for the location of such activity.

ii. Coverage. Amounts and type of insurance shall conform to the following minimum requirements and shall be listed on a current Pasco County Certificate of Insurance form which shall be provided to the engineers and/or general contractors by the Developer. The Developer may obtain a sample copy of this certificate from the County.

(1) Workers' Compensation and Employer's Liability Insurance. The Developer shall require that coverage be maintained by the engineers and/or general contractors for all employees engaged in the work, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

- (a) Workers' Compensation: Florida statutory requirements.
- (b) Employer's Liability: \$1,000,000.00 each accident.

The Developer shall require the engineers and/or general contractors and contractor's insurance companies to waive its rights of subrogation against the County and their agents and employees.

(2) Commercial General Liability Insurance. The Developer shall require commercial general liability insurance coverage be maintained by the engineer and/or general contractors which shall include, but not be limited to, personal and advertising injury; contractual for the improvements, including any hold harmless and/or indemnification agreement; independent contractors; and broad form property damage. Limits of coverage shall not be less than the following for bodily injury; property damage; and personal injury, combined single limits:

- (a) General aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).
- (b) Products—completed operations aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).
- (c) Bodily injury, including death (each person): One Million and 00/100 Dollars (\$1,000,000.00).
- (d) Bodily injury, including death (each occurrence): Two Million and 00/100 Dollars (\$2,000,000.00).
- (e) Property damage (each occurrence): One Million and 00/100 Dollars (\$1,000,000.00).
- (f) Personal and advertising injury (each occurrence): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
- (g) Fire damage (any one (1) fire): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

(3) Business Automobile Liability Insurance. The Developer shall require coverage to be maintained by the engineers and/or general contractors as to the ownership; maintenance; and use of all owned, nonowned, leased, or hired vehicle and employee's nonownership with limits of not less than:

- (a) Bodily injury and personal injury including death: One Million and 00/100 Dollars (\$1,000,000.00) combined single limit.
- (b) Property damage: One Million and 00/100 Dollars (\$1,000,000.00) combined single limit.

(4) Excess Liability Insurance. The Developer shall require coverage be maintained by the contractor for excess liability, which shall be over and above the commercial general liability insurance and business automobile liability insurance requirements, with limits of not less than Three Million and 00/100 Dollars (\$3,000,000.00) for each occurrence.

(5) Professional Error and Omissions Liability. The Developer shall require that the engineers maintain standard professional liability insurance in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

(6) Special Instructions. Occurrence from professional liability insurance is highly preferred; however, in the event the consultant is only able to secure claims-made professional liability insurance, special conditions apply. Any Certificate of Insurance issued to the County must clearly indicate whether the coverage is on a claims-made basis. Should coverage be afforded on a claims-made basis, the Developer shall require the consultant to be obligated by virtue of this Agreement to maintain insurance in effect with no less limits of liability nor any more restrictive terms and/or conditions for a period of five (5) years from the date of this Agreement.

11. GENERAL PROVISIONS.

a. Independent Capacity. The Developer 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. The Developer 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 the Developer in connection with the Roadway Improvements, or for debts or claims accruing to such parties against the Developer. There is no contractual relationship expressed or implied, between the County and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to the Developer as a result of Roadway Improvements.

b. Default. If the Developer fails to meet any of the time frames set forth herein for the Dedications or Roadway Improvements, unless extended pursuant to this Agreement, then it shall be considered a default of this Agreement entitling the County to make a claim and collect on the entire performance guarantees required by Paragraph 9.a. (or the portion of the guarantees required to cure the default, if less than the entire guarantees, but without limiting or affecting the County's rights to enforce the balance of the guarantees, if required). Upon said default, the issuance of building permits, plats and other development approvals shall cease until the default has been cured to the reasonable satisfaction of the County. The Developer agrees that it will acquire no vested rights in any development approval, plat or permit issued while there exists an uncured event of default of this Agreement, and acknowledges and agrees that the County has the right to revoke any development approval, plat or permit issued after an uncured event of default of this Agreement.

c. Termination. After notice and grace period as hereinafter provided, the County may terminate this Agreement upon the Developer's failure to comply with the terms and conditions of

this Agreement. The County shall provide the Developer with a written Notice of Termination, stating the County's intent to terminate and describing those terms and conditions with which the Developer has failed to comply. If the Developer 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 are not proceeding with due diligence to remedy the failure, the County may terminate this Agreement immediately without further notice and the Developer shall not thereafter be entitled to any impact fee credits, reimbursement, or compensation as provided herein. This paragraph is not intended to replace any other legal or equitable remedies available to County under Florida law, but it is in addition thereto.

d. Contracts. All contracts entered into for the Roadway Improvements shall be made in accordance with all applicable laws, rules, and regulations; shall be specified by written contract or agreement; and shall be subject to each paragraph set forth in this Agreement. The Developer shall monitor all contracts on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to County and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The Developer shall cause all provisions of this Agreement in its entirety to be included and made a part of any contract for the Improvements. The Developer agrees to include in all construction contracts a retainage clause providing that upon completion of all work the retainage will be reimbursed.

e. Certification. The Developer shall provide certification to the County, under the seal and signature of a registered professional engineer that the Roadway Improvements have been constructed in accordance with County standards, FDOT standards (for S.R. 56), the contract documents, and this Agreement.

f. 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. Said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows: to the Developer at (i) Gunther Flaig, Schickedanz Bros. West, Inc., general partner for Schickedanz Bros.-Hammock Pines, Ltd., P.O. Box 2197, New Port Richey, FL 34656, and (ii) Richard A. Costello, G. L. Homes Corporation, 777 South Harbour Island Boulevard, Suite 850, Tampa, Florida 33602; and to Pasco County c/o Bipin Parikh, P.E., Assistant County Administrator (Development Services), West Pasco Government Center, Suite 320, 7530 Little Road, New Port Richey, Florida 34654. These addresses may be changed by giving notice as provided for in this paragraph.

g. 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 Developer of any development approval requirements or conditions previously imposed or authorized to be imposed under the County's Land Development Code or Comprehensive Plan for future permits required by the Developer, except as specifically waived herein.

h. Modification. Neither this Agreement, nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except as authorized by law pursuant to an instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

i. 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.

j. 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.

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

l. 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.

m. 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.

n. 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. In the event of a conflict between this Agreement and the MPUD conditions of approval relating to matters set forth in the Agreement, this Agreement shall govern.

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

p. Third Party Beneficiaries. FDOT shall be considered a third party beneficiary of this Agreement where FDOT is specifically identified; otherwise, nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

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

r. Nondiscrimination. The Developer will not discriminate against any employee employed in the performance of this Agreement or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The Developer shall insert a similar provision in all contracts for the Improvements identified herein.

s. 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.

t. Right-of-Way Use Permit. The Developer shall obtain an appropriate Right-of-Way Use Permit from the County.

u. 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.

v. Successors and Assigns. The terms of this Agreement shall run with the land and be binding upon the Developer and owners and their successors and assigns. The Developer and owners may assign this Agreement and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this Agreement, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. No such consent shall be required for an assignment, in whole or in part, to G.L. Homes of Florida II Corporation or any of its affiliates. 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. The County, at its option, may assume any of the rights and obligations of FDOT set forth in this Agreement.

w. Force Majeure. In the event the Developer's or County's performance of this Agreement is prevented or interrupted by consequent act of God, or of the public enemy, or national emergency, or a governmental restriction upon the use or availability of labor or materials, or 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, or judgment, or a restraining order or injunction of any court, the Developer or 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 Developer's or County's performance of this Agreement as reasonably determined by other party. This paragraph shall not apply to force majeure events caused by Developer or under Developer's control, or caused by the County or under County's control, as applicable. In the event that performance by the Developer 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 for the construction of the Roadway Improvements 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.

[Signatures on following page]

