



DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND PASCO 54, LTD. AND PASCO RANCH, INC. FOR THE SIERRA SEGMENT IN THE CYPRESS CREEK TOWN CENTER, DEVELOPMENT OF REGIONAL IMPACT NO. 252

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11/17/2015 S. S., Dpty Clerk

THIS DEVELOPMENT AGREEMENT (THIS "DEVELOPMENT AGREEMENT" or "DA") 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 PASCO 54, LTD., a Florida limited partnership and PASCO RANCH, INC., a Florida corporation, hereinafter collectively called "Developer."

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
11/17/2015 01:58pm 1 of 35
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WITNESSETH:

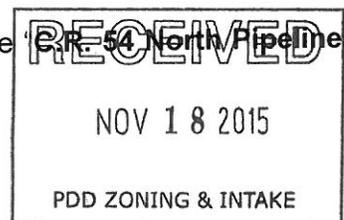
WHEREAS, the County is authorized by the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (F.S.), to enter into a development agreement with any person having a legal or equitable interest in real property located within its jurisdiction; and,

WHEREAS, on November 18, 2014, the County approved an Amended and Restated Development Order (the "DO") with conditions for the Development of Regional Impact (DRI) No. 252 in response to an Application for Development Approval (ADA) for the Cypress Creek Town Center, Development of Regional Impact No. 252 (hereinafter the "Project" or the "DRI"); and

WHEREAS, on November 18, 2014, the County entered into an Amended and Restated Development Agreement for the DRI (the "Master DA") with Developer and JG Cypress Creek LLC (collectively, the "Master Developers"); and

WHEREAS, the DO and the Master DA require the Master Developers to construct, or otherwise mitigate for, improvements to S.R. 56, S.R. 54, and C.R. 54 Extension as more specifically described in the Master DA (the "Pipeline Projects"); and

WHEREAS, among the other mitigation provided for in the Master DA, it permitted the County to (1) provide alternative mitigation from the previous C.R. 54 Extension Segment 3 (as defined in the Master DA) obligations, (2) specify the Developer's Phase I (as defined in the DA) transportation mitigation requirements and to (3) reallocate certain funds associated with the Pipeline Projects, including, without limitation, the payment of \$6,000,000.00 (subject to certain offsets as set forth in Section 4(b)(1)(b)(1) of the Master DA, the "Mitigation Contribution") by the Master Developer to the County for its use as part of the design, permitting, right-of-way acquisition and construction of the CR 54 (Wesley Chapel Boulevard) Project from north of SR 54/56 to Progress Parkway Pasco County Project No. C-9956.00 (the "SR-54 North Pipeline



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Project”); and

WHEREAS, in order to expedite the construction of the C.R. 54 North Pipeline Project (as defined in the Master DA), the Master DA requires the County to direct a portion of the Mitigation Contribution to reimburse Developer’s costs it may incur in designing and constructing that segment of the C.R. 54 North Pipeline Project that runs from approximately S.R. 56 to a point generally in the location of Station 597+00 (the “**Sierra Segment**”) on those certain Pasco County Engineering Service Department Contract Plans for the C.R. 54 North Pipeline Project as developed by Kissinger Campo & Associates Corp., Pasco County Project No. C-9956.00 last dated March 28, 2011 (the “**C.R. 54 North Plans**”), as supplemented by additional plans to be developed by Developer’s engineer and approved by the County and that are needed to design a portion of the C.R. 54 North Plans so as to provide a taper from the existing 2-lane condition of C.R. 54 (Wesley Chapel Boulevard) north of the Sierra Segment into a 6-lane condition as generally reflected on Exhibit “F” of the Master DA (collectively, the “**Sierra Segment Plans**”); and

WHEREAS, the Developer and County desire to enter into this written DA to provide further details concerning the obligations of the parties with respect to the Sierra Segment, and to ensure consistency between the Master DA and this DA; and

WHEREAS, the BCC has reviewed this DA, as well as related testimony and evidence submitted by each party and members of the general public.

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. WHEREAS CLAUSES

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

2. PURPOSE

It is the purpose and intent of this DA to further set forth terms and conditions of the design, permitting, and construction of the Sierra Segment and the County’s reimbursement to Developer for therefor. All terms and conditions of this DA shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein. Any inconsistencies of this DA with the Master DA shall be construed in favor of this DA.

3. GENERAL REQUIREMENTS

a. Legal Description: The land subject to this DA is identified on Exhibit "A" (the "**Property**"). The holder of legal title is Developer, specifically Pasco 54, Ltd., a Florida limited partnership and Pasco Ranch, Inc., a Florida corporation.

b. Duration and Effective Date: This DA shall be for a duration of twenty (20) years from the effective date of this DA (the "**DA Approval Date**"), subject to any conditions precedent or termination provisions herein, including, but not limited to those set forth in Section 10(b) hereof.

c. Development Uses of Land: On November 23, 2004, the BCC adopted Petition No. 6288 to rezone the Project from A-C to MPUD. MPUD Master Planned Unit Development Conditions of Approval dated November 23, 2004 for Pasco County Rezoning Petition No. 6288 (the "**MPUD**") and the DO set forth the permitted uses for the Project.

d. Public Facilities: Adequate transportation facilities for Phase I of the Project have been provided for by Master Developer to fully mitigate the impacts of Phase I of the Project through the construction of the Pipeline Projects and/or the Mitigation Contribution in lieu thereof, and through construction of site-related transportation facilities as required pursuant to the DO, the Master DA, the MPUD for the DRI and the County's access management regulations. Adequate potable water and wastewater services for the Project are available through the County's existing water and sewer lines along S.R. 56 and other County-owned right-of-way, subject to a Utilities Service Agreement with the County. Adequate disposal services for the Project are available through existing licensed collectors and the County's Solid Waste Disposal and Resource Recovery System. All drainage improvements necessary to serve the Project will be provided by the Developer in accordance with the terms and conditions of the DO, the County's approved construction plans, and satisfaction of all County, State and Federal regulations.

e. Reservations or Dedications for Public Purpose: All reservations and dedications for public purposes (right[s]-of-way) shall be provided in accordance with the MPUD Master Planned Unit Development Conditions of Approval dated November 23, 2004 and the Master DA.

f. Development Permits Needed: Prior to the construction of the Sierra Segment, Developer (or the other permitted party undertaking such construction) shall obtain any necessary development approvals for the construction of the Sierra Segment in accordance with the County Land Development Code (LDC) and this DA. The County acknowledges that it has obtain all permits concerning wetland and floodplain impacts for the entirety of the C.R. 54

North Pipeline Project and provided that the Sierra Segment does not cause wetland or floodplain impacts beyond what is contemplated by the C.R. 54 North Pipeline Project, no additional permits or improvements related to wetland or floodplain impacts should be required for the construction of the Sierra Segment.

g. Findings: The County has found that the Project, as conditioned, permitted, and proposed, is consistent with the County Comprehensive Plan and to the extent not vested will be subject to the County LDC.

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 Master Planned Unit Development zoning conditions, DO conditions and the Master DA.

i. Compliance with Legal Requirements and Permitting: The failure of this DA 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 County Comprehensive Plan Future Land Use Map classifications for the Project are ROR (Retail/Office/Residential) and CON (Conservation Lands). Zoning for the Project is MPUD Master Planned Unit Development. The zoning of the Project is consistent with the land use classifications for the Project established in the Future Land Use Element of the County Comprehensive Plan.

4. FINANCE AND CONSTRUCTION OF ROADWAY IMPROVEMENTS

a. Roadway Improvements

(1) Developer shall design, permit, cooperate with the County regarding its acquisition of right-of-way (to the extent required by Section 5(i), and construct the improvements within the Sierra Segment as set forth in the Sierra Segment Plans (the "**Sierra Segment Improvements**"). The Sierra Segment Improvements shall include all shoulders, striping, signalization, medians, sidewalks, stormwater-drainage facilities, guardrails, and other roadway appurtenances, all as determined by the County and permitting agencies to be necessary during the design and permitting of the Sierra Segment Improvements ("**Roadway Appurtenances**").

(2) The Sierra Segment Improvements shall be completed within 540 days of the commencement by Developer, subject to the Force Majeure provisions of

Section 10(w) hereof. For all purposes under this DA, the term(s) "commence" or "commencement" shall mean the submission of a draft bid package to the COUNTY for the applicable Sierra Segment Improvements and the term(s) "complete" or "completed" shall mean the applicable Sierra Segment Improvements have been accepted by the COUNTY for maintenance, the required Defect Guarantee has been provided and the applicable Sierra Segment Improvements are open to the traveling public. Developer shall commence construction of the Sierra Segment Improvements no later than December 31, 2016.

(3) The County shall reimburse Developer, as more particularly described in Section 7 of this DA, for one-hundred (100%) percent of the actual, reasonable, eligible amounts spent by Developer for the design and construction of the Sierra Segment, including, without limitation, the cost of (a) engineering, permitting and designing the Sierra Segment Plans, including all necessary survey and geotechnical work associated therewith (b) constructing the Sierra Segment (including any bonding and insurance costs, testing, construction management, permitting or inspection costs (CEI)). The County acknowledges that Developer has incurred some such engineering, permitting and designing (including surveying) costs prior to the execution date of this DA, but such costs are reimbursable based on Developer's reliance upon the Master DA and the parties' acknowledgement of the need to further the design of the Sierra Segment Improvements prior to the adoption of this DA. Costs to install utilities to service only the development are not reimbursable, nor is the cost of Developer designing and constructing the site access improvements within the area encompassed by the Sierra Segment more particularly depicted on Exhibit "B", which is comprised of the site access and intersection improvements required by the Master DA for intersection numbers 7 and 8 (collectively, the "**Site Related Improvements**"). The sum which would have otherwise been contributed by Developer for the Site Related Improvements, which is the presently estimated to be \$478,924.00, shall be referred to hereinafter as the "**Developer Contribution**". The final amount of the Developer Contribution shall be established through a separate line items included in the bid and construction contract entered into by Developer with a contractor pursuant to the County's Developer Pipeline Bid and Payment Process. The Developer understands and agrees that notwithstanding the regional benefits associated with the Sierra Segment Improvements, Developer shall not be entitled to County reimbursement for the cost of designing and constructing the Site Related Improvements as established by such construction contract and competitive bid process. As part of the Fiscal Year 2016-2020 Capital Improvement Plan, it

was estimated that the County's required reimbursement pursuant this paragraph and paragraph 7 would not exceed \$3,000,000.00 in Fiscal Year 2016. In the event the Developer's cost estimates as approved by the County are estimated to exceed such \$3,000,000.00, the County's Project Management Division shall provide such revised cost estimate to the County's Office of Management and Budget no later than May 1, 2016 and shall be included with the Fiscal Year 2017-2021 budget process; provided, however, the County's failure to timely perform its obligations pursuant to this sentence shall not constitute a default by Developer hereunder or delay or modify any reimbursement due Developer under this DA. However, such revised reimbursement amount shall not exceed the amount of the Mitigation Contribution (\$5,618,850.35).

5. SIERRA SEGMENT DESIGN, PERMITTING, AND RIGHT-OF-WAY ACQUISITION

a. Design, Permitting, Right-of-Way Acquisition, and Construction Requirements: The Developer shall design, permit, provide right-of-way (if applicable), and construct the Sierra Segment Improvements in accordance with the terms of this DA. All design, permitting, and construction for the Sierra Segment Improvements shall be in accordance with the standards promulgated by the County as applicable, and construction plans shall comply with the County standards as appropriate, and shall include, but not be limited to, cross sections, drainage, and plan/profile sheets. Plan/profile sheets and cross section drawings shall indicate the location(s) of drainage inlets and roadway facilities. Except as otherwise provided in this DA, any wetland and floodplain impacts and compensation associated with the Sierra Segment Improvements shall be included in the design and indicated on the plans; provided, however, that the County acknowledges that it has obtained all permits concerning wetland and floodplain impacts for the entirety of the C.R. 54 North Pipeline Project and provided that the Sierra Segment does not cause wetland or floodplain impacts beyond what is contemplated by the C.R. 54 North Pipeline Project, no additional permits or improvements related to wetland or floodplain impacts should be required for the construction of the Sierra Segment. In the event the parties determine that ACOE permits are required after reviewing and approving the Sierra Segment Plans as provided for herein, the Developer shall use good faith efforts to obtain any such ACOE permits in a timely manner and the County will reasonably assist Developer with the same through a modification of the County's existing permits and approvals for the C.R. 54 North Pipeline Project. The parties acknowledge that the C.R. 54 North Plans presently contemplate acquiring drainage and temporary construction easements from some property owners on the west side of the Sierra Segment other than

Developer. Developer shall ensure that the Sierra Segment Plans include two alternate designs, one which permits the construction of the Sierra Segment in reliance upon the acquisition of such easements by the County, and another design that does not rely upon the acquisition of such easements by the County, such that construction of the Sierra Segment will not be delayed for that reason in any event. If the County has acquired such easements prior to commencement of the Sierra Segment by Developer pursuant to this DA, then Developer shall construct the Sierra Segment in accordance with the Sierra Segment Plans that rely upon the easements. Otherwise, Developer shall construct the Sierra Segment in accordance with the Sierra Segment Plans that do not rely upon such easements.

b. Roadway Drainage Facilities: Roadway drainage facilities, either on-site or off-site, if not commingled or combined with drainage facilities for the Project or any other facilities or developments along the route of the Sierra Segment Improvements shall be owned, operated, and maintained by the County, subsequent to the expiration of the three (3) years for improvements in the County's right-of-way Defect Guarantee period as set forth herein. Developer may, however, request of the County that the Developer, Community Development District (CDD), or other legal entity as may be approved by the County, be allowed to maintain these facilities for the County roadways. If such request is granted, the Developer or CDD, as applicable, shall provide appropriate easements to the County so that the County has the ability to maintain the facilities in the event the Developer or CDD, as applicable, defaults on its obligations to maintain the facilities. If the Sierra Segment drainage facilities are commingled or combined with drainage facilities of the Project, all such drainage facilities shall remain owned by the underlying land owner, including Developer where applicable, and operation and maintenance of the same shall be the responsibility of the respective underlying land owner (CDD or other similar legal entity as may be approved by the County). The underlying landowner (CDD or other similar legal entity as may be approved by the County) shall be responsible for the design, permitting, and construction of all such commingled or combined drainage facilities, unless otherwise approved by the County. Appropriate easements to the County, as applicable, shall be provided on all lands owned by the Developer and shall be obtained from all other underlying land owners, by condemnation if necessary, of land containing drainage facilities serving the Sierra Segment Improvements, including those facilities that are commingled or combined, so the County has the ability to maintain the facilities associated with the Sierra Segment Improvements in the event the Developer or other respective underlying land owners default on its (their) obligation to maintain the facilities. All

drainage facilities needed to serve the Sierra Segment are presently designed within the existing right-of-way by the C.R. 54 North Plans and do not rely on any commingled drainage facilities. It is anticipated that the Sierra Segment Plans will be designed in the same fashion. As such, no easements would be required by Developer and Developer would not have any obligation to maintain such drainage facilities, subject only to the three (3) year Defect Guaranty.

c. Wetland and Floodplain Mitigation: In the event that the permitted wetland and/or floodplain mitigation area(s) for the impacts associated strictly with the Sierra Segment Improvements are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the County, 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 floodplain mitigation areas related to the Sierra Segment Improvements are commingled/combined with wetland and floodplain mitigation areas of the Project or any other facilities or developments, all the wetland and floodplain mitigation areas shall be permitted, owned, operated, and maintained by the underlying land owner, including the Developer or CDD, where applicable. Appropriate easements shall be provided to the County, as applicable, for the wetland and floodplain mitigation areas associated with the Sierra Segment Improvements which are owned by the Developer and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Sierra Segment Improvements, including those areas that are commingled or combined, so the County has the ability to maintain the facilities in the event the Developer or other underlying land owner defaults on its (their) obligations to maintain the facilities. As noted above, all wetland and floodplain mitigation needed to construct the Sierra Segment (if any) are presently designed to be provided by the County on locations other than the Project and do not rely on any Developer-provided mitigation. It is anticipated that the Sierra Segment Plans will be designed in the same fashion. As such, subject to the County's final approval of the Sierra Segment Plans, all floodplain mitigation or wetland mitigation would be provided by the County (and not provided by Developer) and Developer would not have any obligation to maintain such floodplain or wetland mitigation facilities. Subject to the County's final approval of the Sierra Segment Plans, the County agrees to execute such instruments are reasonably required by Developer or any permitting agencies to timely provide evidence of the County's provision of any floodplain mitigation and wetland mitigation facilities required by the

Sierra Segment Plans and to timely provide any such required floodplain mitigation and wetland mitigation facilities.

d. County Review and Approval of Design: The Developer shall complete and submit sixty (60) and one hundred (100) percent design plans for the Sierra Segment Improvements to the County for review and approval unless the County agrees in writing to or has adopted an alternative submittal schedule. The Developer shall obtain approval of the one hundred (100) percent design and right-of-way plans for the Sierra Segment Improvements from the County prior to commencement of any bidding of the Sierra Segment Improvements. Any reviews and approvals by the County shall be completed by the County within ten (10) days of submission by Developer of complete and correct documents to the County. The County shall make a completeness review and notify Developer within five (5) business days of receipt of the submission by Developer if not complete and correct. All plans for the Sierra Segment Improvements, once accepted and approved for construction by the County, shall become the property of the County and Developer's, and once final reimbursement is made to Developer hereunder for the design portion of the Reimbursable Expenditures, the County's.

e. Permitting Requirements: Developer and/or its contractor shall obtain any and all required permits for the work it is to perform from the County and any and all applicable local and State regulatory agencies, including the Southwest Florida Water Management District.

f. County Cooperation: The County shall, upon the Developer's request, cooperate with Developer in processing permit applications, and Developer agrees to use its best efforts to expeditiously secure all permits that are necessary for the design and construction of the Sierra Segment Improvements.

g. County Review: Developer agrees and recognizes that the County shall not be held liable or responsible for any claims which may result from any actions or omissions of Developer or engineers/contractors selected by Developer, in which the County participated, either through review or concurrence of their actions. In reviewing, approving, and/or rejecting any submissions or acts of Developer or engineers/contractors selected by Developer, the County in no way assumes or shares any of the responsibility or liability of the Developer or its consultants, contractors, or registered professionals (architects and/or engineers) under this DA. All work covered under this DA shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be

followed. The County will review the submittals, although detailed checking will not necessarily be done. Developer or engineers/contractors selected by Developer remain solely responsible for the work and are not relieved of responsibility by review comments.

h. Utilities Relocation: The Developer shall coordinate the relocation of any utilities infrastructure in conflict with the Sierra Segment Improvements, including County utilities. Relocation of any utilities infrastructure which is in conflict with the Sierra Segment Improvements, including County utilities, shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, F.S. County shall be ultimately responsible for ensuring that any County utilities are relocated in a timely manner at the sole cost of the County Utilities Department. 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, F.S., in a timely manner. The County acknowledges that the Pasco County Utility Department ("PCU") is the owner of certain utility infrastructure and facilities that must be relocated as part of the design and construction of the C.R. 54 North Pipeline Project (including the Sierra Segment) and the parties agree that Developer will complete this relocation work for the PCU at PCU's sole cost (this work is hereinafter referred to as the "PCU Relocations"). In completing the PCU Relocations, Developer shall follow the requirements and process applicable to the Sierra Segment Improvements, except that (a) the final amount of the PCU Relocations shall be established through separate line items included in the bid and construction contract entered into by Developer with a contractor pursuant to the County's Developer Pipeline Bid and Payment Process and (b) the County shall pay 100% of the cost of the PCU Relocations and these costs shall not be considered as Reimbursable Expenses payable from the Sierra Reimbursement Account but rather shall be paid from PCU Accounts. Reimbursement by the County shall be based upon documentation submitted by the Developer in connection with the PCU Relocations and other documentation and certifications as outlined below. The County shall reimburse the Developer by cash payment. Prior to the final draw for reimbursement of PCU Relocations cost to the Developer per conditions as set forth herein (progress payments will be made per the requirements of this DA upon submittal of reimbursement requests by the Developer and inclusion of an engineer's certificate as to the improvements completed with each reimbursement request), the following documentation items shall be submitted to COUNTY'S Utilities Services Branch as a complete package for verification of eligible cost amount that is to be paid:

- (1) Proof the Developer followed the Bid Process of Section 6 herein.
- (2) Certification by the Engineer of Record for project completion on appropriate FDEP forms and acceptance letter from FDEP and/or Pasco County.
- (3) Copies of all inspection reports, bacteriological analyses, and chemical analysis.
- (4) A one (1) year Maintenance Bond or Letter of Credit from the Developer as required by ordinance for all on-site and off-site water, wastewater, and reclaimed water systems constructed by the Developer, the cost of which shall be reimbursed to Developer per the above.
- (5) Two (2) sealed, blue-line record drawings, two (2) CDs of record drawings in AutoCAD, and two (2) CDs of record drawings in PDF.
- (6) Transfer of all regulatory permits to Pasco County as appropriate.
- (7) Paid invoices which depict the cost of the work performed in connection with the PCU Relocations agreement.
- (8) Waivers of lien signed by the contractor for all work performed in connection with the PCU Relocations request, and which states the amount of the payment covered by the lien waiver.
- (9) Copies of canceled payment checks, front and rear, corresponding to the work covered by the PCU Relocations agreement.

i. Right-of-Way Acquisition: The County shall be responsible to acquire any additional right-of-way needed for the Sierra Segment Improvements, including the Roadway Appurtenances (except where the County has already acquired the necessary right-of-way) necessary for the construction of the Sierra Segment Improvements described above which may include, but not be limited to, lanes of travel, shoulders, striping, signalization, signage, medians, on-site stormwater drainage facilities, off-site stormwater drainage facilities, floodplain mitigation, wetland mitigation, guardrails, handrails, sidewalks, and any other necessary appurtenances. The County shall be responsible for selecting and retaining all

consultants for acquisition of right-of-way, if any, for the Sierra Segment Improvements which may include, but not be limited to, competent and qualified attorneys, engineers, surveyors, title companies, appraisers, land planners, certified public accountants, business damages experts, contractors, horticulturists, and any other consultants considered necessary by the mutually agreeable attorney, discussed below. While it is not anticipated that additional right-of-way will be required for the Sierra Segment Improvements, the County agrees to act as a condemning authority with regard to any additional right-of-way required for the Sierra Segment Improvements. The Developer shall have the authority to attempt to privately acquire necessary right-of-way or to participate to the extent permitted by the County in regard to the actions required prior to condemnation. Any written offers shall require the County's written consent. After receipt of a request by Developer for the Resolution of Necessity, the County's preparation and consideration of the Resolution of Necessity shall not be unreasonably withheld or delayed. Developer, not later than the time when sixty (60) percent design plans are submitted, will provide 60% and 100% plans, ROW plans are to be submitted at 60%, and shall identify all real estate parcels required for the Sierra Segment Improvements (if any) and identify the appropriate interests in real estate for right-of-way acquisition and furnish the same to the County. The County, not later than ten (10) days after its receipt of the submittal, shall either approve or disapprove the submittal. If the County disapproves the submittal, it shall provide comments to Developer explaining the reasons for the disapproval. Right-of-way maps, legal descriptions and sketches shall be prepared in accordance with the requirements of the County's Minimum Technical Standards. Upon County approval of the submittal, the County shall select an attorney acceptable to the County to represent the County in the acquisition of right-of-way. Thereafter, the County shall proceed to acquire for the County, and in the County's name, the right-of-way pursuant to applicable law. The County, its elected officials, employees, and representatives shall not be liable under any circumstances to Developer, its employees, contractors, material suppliers, agents, representatives, or customers for any delay occasioned by the inability to obtain the right-of-way.

6. INTERSECTION IMPROVEMENTS BIDDING AND CONSTRUCTION

a. Competitive Selection of Contractors: Developer shall competitively bid the Sierra Segment Improvements following the "Developer Pipeline Bid and Payment Process," as amended, in effect as of the adoption date of this DA, unless otherwise approved by the County Administrator or his designee. The contract for the Sierra Segment

Improvements will include separate line items to determine the value of the Site Related Improvements.

b. Sierra Segment Improvements Construction: The Developer shall proceed and complete the construction of the Sierra Segment Improvements in accordance with the final alignment, design, specification, and construction plans as approved by the County, and other applicable Federal, State, and regional regulatory agencies.

c. Tender of Improvement Area: Upon the issuance of the Notice to Proceed by the Developer to its contractor the area covered by Notice to Proceed shall be deemed to be tendered to the Developer's contractor and such entity shall be in the custody and control of the project areas. The Developer's contractor shall be responsible for providing a safe work zone for the public.

d. County Observation: The County's personnel and authorized representatives reserve the right to inspect, observe, and materials test any and all work associated with the Sierra Segment Improvements and shall at all times have access to the work being performed pursuant to this DA for the County's observation. However, should the County observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the County shall notify the Developer and its representative in writing; and the Developer shall, at its cost, correct the deficiencies as necessary. Nothing herein shall require the County to observe or inspect the work on the Sierra Segment Improvements. The Developer shall be solely responsible for ensuring that the Sierra Segment Improvements are constructed in accordance with the plans, specifications, and required standards. Observations by the County 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.

e. Right-of-Way: INTENTIONALLY DELETED.

f. Construction Requirements: During the construction phases of the Sierra Segment Improvements, the Developer shall:

(1) 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 ensure it is built according to the plans and specifications (CEI). Such professional engineer shall be approved by the County.

(2) INTENTIONALLY DELETED.

(3) Be responsible for supervising and inspecting the construction of the Sierra Segment 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.

(4) Be responsible for full and complete performance of all construction activities required pursuant to this DA. The Developer's contractor shall be responsible for the care and protection of any materials provided or work performed for the Sierra Segment Improvements until the improvements are completed and accepted by the County, which acceptance shall not be unreasonably withheld.

(5) Require testing by an independent laboratory, acceptable to the County in accordance with Pasco County Engineering Services Department's testing specifications for construction of roads, stormwater drainage, and utilities as applicable. Any failed tests shall be reported to the County Engineer immediately, and all test reports shall be provided on a quarterly basis to the County Engineer.

(6) Provide a certification from a professional engineer registered in the State of Florida which shall certify that all designs, permits, and construction activities for the Sierra Segment Improvements are in substantial conformance with the standards established by the County. The said certification shall conform to the standards in the industry and be in a form acceptable to the County.

(7) Provide to the County copies of all design drawings, as-built drawings, and permits received for the Sierra Segment Improvements, as applicable, and such information shall become the property of the County upon submission. All plans submitted to the County shall include electronic files compatible with *AutoCADD*.

(8) Provide to the County, on a quarterly basis, copies of the inspection reports submitted to the FDOT.

(9) Provide to the County as-builts upon certification of completion of the Sierra Segment Improvements.

7. REIMBURSEMENTS

a. Upon the effective date of this DA, County agrees to maintain the Mitigation Contribution from the Master Developers in a separate account for the reimbursement of Developer for the Sierra Segment Improvements (the "**Sierra Reimbursement Account**"). Neither Developer, nor the Master Developers shall be eligible for any interest on the Sierra Reimbursement Account.

b. The process for Developer to receive reimbursement for the actual, reasonable amounts spent for the Sierra Segment Improvements (less the Developer Contribution) is as follows. Actual, reasonable, and eligible amounts spent by Developer for the Sierra Segment Improvements (less the Developer Contribution) shall include design, permitting and construction costs, bonding and insurance costs, testing and CEI expenses and services (shall be submitted on an hourly rate basis) and those other costs set forth in Section 4(a)(3) hereof, including eligible costs incurred prior to the execution of this DA (collectively, the “**Reimbursable Expenditures**”). Unless otherwise approved by the County Administrator or his designee, Reimbursable Expenditures shall not exceed the following:

- (1) Bonding – 1.5% of total construction contract price
- (2) Insurance - 1% of total construction contract price
- (3) Testing - 3% of total construction contract price
- (4) CEI – 12 % of total construction contract price
- (5) Design & Permitting - 12% of total construction contract price

c. Upon completion and approval of design of the Sierra Segment Improvements, Developer shall be eligible to apply for and receive cash reimbursement for Reimbursable Expenditures. Requests for reimbursements may be submitted to the County at a frequency no greater than monthly and generally in accordance with the guidance outlined in the County's “Developer Pipeline Bid and Payment Process” document, unless otherwise provided for herein. County shall reimburse Developer for all eligible and undisputed Reimbursable Expenditures within forty-five (45) days of submittal. Any disputed amounts not approved prior to the end of the forty-five (45) day period will be carried over to the next submittal for reimbursement or denied. Should any amount be denied for reimbursement, Developer may appeal such decision to the Board of County Commissioners. All such requests and invoices shall be submitted to the County within ninety (90) days of final acceptance by the County, or for amounts under dispute, no later than ninety (90) days after the conclusion of the dispute, unless extended by the County Administrator or his designee. The County agrees to place the Sierra Segment Improvements in the CIP and to keep the Sierra Segment Improvements in the CIP to the extent necessary to allow for the reimbursements provided for herein.

d. Notwithstanding the foregoing, the Developer shall not be eligible for reimbursement (nor mobility fee credits) for:

(1) The Developer Contribution.

(2) The construction of any of the Site Related Improvements, any Project-internal roadway improvements or right-of-way dedications required by the MPUD Conditions of Approval and/or the LDC.

(3) Developer's Pro-Rata Share (as hereinafter defined) of the costs and expenses associated with the bonding, testing, CEI, design/permitting, mobilization and traffic maintenance of the Sierra Segment Improvements (the "**Soft Costs**"). For purposes of this DA, "**Developer's Pro-Rata Share**" shall mean and be determined by taking the total value (cost) of the construction of the Site Related Improvements, as established by the bid and construction contract entered into by Developer with a contractor pursuant to the County's Developer Pipeline Bid and Payment Process provided for in this DA, and dividing such value (cost) by the total value (cost) of the Sierra Segment Improvements, as established by the bid and construction contract entered into by Developer with a contractor pursuant to the County's Developer Pipeline Bid and Payment Process provided for in this DA. As an example, if the bid and construction contract establish that the total value (cost) of the Site Related Improvements is \$500,000.00, the total value (cost) of the Sierra Segment Improvements is \$3,000,000.00, and the Soft Costs are \$600,000.00, Developer's Pro-Rata Share of the Soft Costs would be $\$500,000.00/\$3,000,000.00 \times \$600,000.00$ or \$100,000.00.

e. In order to ensure that Developer is not reimbursed (or credited) for the costs and expenses set forth in subsections 7(d)(2) and 7(d)(3) above, Developer shall, as part of each of its invoices/requests for reimbursement, exclude (i) the value of any applicable Site Related Improvements that are a part of the work for the Sierra Segment Improvements for that invoice/request for reimbursement (as an example, if a turn lane is part of the Site Related Improvements and is part of the work that is being done that would have otherwise been a Reimbursable Expenditure for which Developer seeks reimbursement in a given invoice/request for reimbursement, Developer shall exclude the value of the turn lane as established by the bid and construction contract) and (ii) Developer's Pro-Rata Share of any Soft Costs included in such invoice/request for reimbursement.

f. Upon Developer's final reimbursement for all Reimbursable Expenditures after the completion of construction, the County shall pay out the cash value of any unused funds in the Sierra Reimbursement Account to such other accounts as the County may approve for the C.R. 54 Pipeline Project (as defined in the Master DA).

g. Developer's affiliate(s), including, but not limited to, Sierra BBD Property, LLC, a Florida limited liability company, own real property within the Wiregrass Ranch DRI and also own certain mobility fee credits within the Wiregrass Ranch DRI that were created as a result of the design and construction of a portion of Mansfield Boulevard and a portion of Chancey Road (the "**Fee Credit Assignors**") within the Wiregrass Ranch DRI pursuant to two separate development agreements between the County and the Fee Credit Assignors. Pursuant to an Alternate Standard request filed by Developer and approved by the Board of County Commissioners and because the mobility fee credits owned (or to be owned) by the Fee Credit Assignors are part of the same or an adjacent mobility fee collection/benefit district, the Fee Credit Assignors shall be permitted to assign the mobility fee credits that they own (or will own) within the Wiregrass Ranch DRI pursuant to such development agreements to Developer or other parties designated by Developer for use by Developer or such designees within the Project and the County hereby consents to and approves the use of such mobility fee credits within the Project.

8. PERFORMANCE , PAYMENT AND DEFECT GUARANTEES

a. Performance and Payment Guarantees: Prior to commencing construction of the Sierra Segment Improvement, Developer shall require that Developer's contractor post in favor of the County and Developer and provide the County, for its approval, performance and payment guarantee(s) acceptable to the County and Developer to guarantee payment of the contractors obligations as required by law and to guarantee the contractor's performance of its contractual obligations. The performance and payment guarantee(s) shall be with a bank, surety, or other financial institution acceptable to the County and Developer, which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide. The performance and payment guarantee(s) shall be in the amount of 100% of the Construction Contract amount. Upon final acceptance of the Sierra Segment Improvements by the County, and if the performance guarantee does not cover the defect guarantee, the County Administrator or designee shall within forty-five (45) days present an agenda item to the Board of County Commissioners to release the performance guarantee and accept the defect guarantee required below.

b. Defect Guarantees: Upon completion of the Sierra Segment Improvements and final acceptance by the County the Developer's contractor shall guarantee to the County that all equipment furnished and work performed is free of defects in workmanship

or materials for a period of three (3) years for improvements in the County's right-of-way after final acceptance, and, that if any part of the construction should fail within this period, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the County. The performance guarantee for the Sierra Segment Improvements may cover this guarantee, if it remains in place for a period of three (3) years for improvements in the County's right-of-way in an amount equal to fifteen percent 15% of the applicable construction contract amount or the Developer's contractor may post a separate defect guarantee acceptable to the County. Developer is required to advise the County of the warranty option it has selected prior to the County's final acceptance of the Sierra Segment Improvements. Developer shall be responsible for requesting, in writing, a final inspection from the County's Engineering Inspections Division not before ninety (90) days prior to the termination of the three (3) year defect guarantee period. Upon receipt of the request for final inspection, the Engineering Inspections Division shall notify Developer within ten (10) days of such request, providing a list of defects in workmanship or materials to be remedied by Developer or its contractor before the expiration of the three (3) year defect guarantee period. Upon the remedy of any defects in materials or workmanship, or in the case of no defects, but in any case no sooner than the expiration of the three (3) year defect guarantee period, the County Administrator or designee within forty-five (45) days shall present an agenda item to the Board of County Commissioners to release the defect guarantee. Developer agrees that it (through its contractor) shall provide any defect guarantee required by the FDOT for the Sierra Segment Improvements (if applicable). The County shall be an additional beneficiary of said guarantees to the extent allowed by FDOT.

9. INDEMNIFICATION AND INSURANCE

a. Indemnification: Developer shall indemnify and hold harmless the County and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the Sierra Segment Improvements, provided that any such liability, claim, suit, demand, damage, loss or any expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the applicable Intersection Improvements itself), including the loss of use resulting therefrom; and (b) is caused in whole or in part by an act or omission of Developer or anyone directly or indirectly employed by Developer, or anyone for whose acts any of them may be liable.

Developer shall indemnify and hold harmless the County and anyone

directly or indirectly employed by the County from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others in connection with the performance of the Sierra Segment Improvements, and shall defend all such claims in connection with any alleged infringement of such rights; provided, however, that such indemnity is subject to the County's ownership of the C.R. 54 North Plans and its legal delegation and licensing of the same to Developer for its use in creating the Sierra Segment Plans.

b. Insurance - Developer's contractor(s):

Prior to the execution of the construction agreement for the Sierra Segment Improvements between Developer and its contractor, the contractor shall provide Developer a certificate of insurance and a true and exact copy of all insurance policies, including additional insured endorsements. Said insurance coverage, and contracts for insurance other than Worker's Compensation and Employer's Liability Policy, shall name the following as additional insureds:

Developer
 John R. Sierra, Jr.
 509 Guisando de Avila
 Suite 200
 Tampa, Florida 33613

County
 Pasco County c/o Assistant County Administrator (Development Services)
 West Pasco Government Center
 Suite 320
 8731 Citizens Drive
 New Port Richey, Florida 34654
 Fax: (727) 847-8084

General Conditions for All Required Policies:

All 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.

Developer's contractor(s) will provide evidence of insurance coverage as follows:

To Developer:

One (1) true and exact copies of all required insurance policies, including additional insured endorsements, and

One (1) original, executed Certificate of Insurance on the form provided by the

County.

To the County:

One (1) true and exact copies of all required insurance policies, including additional insured endorsements, and

Four (4) original, executed Certificate of Insurance on the accord form provided by the County

The Certificate should set forth the original signatures of the authorized representative of the insurance company(ies) identified. The Certificate should also reference the Agreement between Developer and its contractor for the applicable Intersection Improvements.

All policies shall require the insurer to deliver to Developer and the County 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 U.S. Mail to the above addresses.

The insurance required herein shall be primary to any insurance or self-insurance program of Developer or the County which is applicable to the work provided.

The County shall have the right to review and approve the provided insurance coverage prior to the execution of the construction agreement or issuance of the Notice to Proceed, whichever is earlier.

Insurance Certificates and Policies provided by Developer's contractor will provide evidence of insurance coverage in amounts as follows:

The insurance carrier is required to waive its rights of subrogation against Developer and the County as well as their agents and employees.

Employer's Liability:	\$1,000,000 per accident
Commercial General Liability:	\$2,000,000 general aggregate

Product & Complete Operations:	\$2,000,000 general aggregate
Bodily Injury (including death):	\$1,000,000 per person
	\$2,000,000 per occurrence
Personal Injury & Advertising Injury:	\$500,000 per occurrence
Property Damage:	\$1,000,000 per occurrence
Fire Damage:	\$500,000 per any (1) fire
Hired & Non-Owned Autos	
or Automobile - Owned Bodily	
/Personal Injury Property Damage:	\$1,000,000 combined single limit
Excess/Umbrella Liability:	\$3,000,000 per occurrence
	\$3,000,000 general aggregate

c. Insurance - Developer's Engineer

Prior to the execution of the agreement for the Sierra Segment Improvements between Developer and its engineer, the engineer shall provide Developer and County evidence of insurance coverage as follows:

Professional Errors and	\$1,000,000 per occurrence
Omissions Liability:	

Occurrence from professional liability insurance is preferred, however, in the event the engineer is only able to secure claims made professional liability insurance, the engineer shall be obligated in the agreement between Developer and the engineer 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 said agreement.

10. GENERAL PROVISIONS

a. Independent Capacity: Developer and any consultants, contractors, or agents are and shall be, in the performance of all work, services, and activities under this DA, independent contractors and not employees, agents, or servants of the County or joint ventures with the County. 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 DA. The County shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to Developer in connection with the Sierra Segment Improvements, or for debts or claims accruing to such parties against 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 the Sierra Segment Improvements.

b. Termination; Expiration and Recording Evidence of Same: The County may terminate this DA upon Developer's failure to comply with the terms and conditions of this DA. The County shall provide Developer with a written Notice of Termination, stating the County's intent to terminate and describing those terms and conditions with which Developer has failed to comply. If 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 is not proceeding with due diligence to remedy the failure, the County may terminate this DA immediately without further notice, and Developer shall not thereafter be entitled to any further reimbursement as provided herein. This section is not intended to replace any other legal or equitable remedies available to County under Florida law, but it is in addition thereto. This DA can only be terminated by the County after a public hearing with the Local Planning Agency and the Board of County Commissioners.

Concurrently with the presentation of the agenda item to the Board of County Commissioners to release the defect guarantee(s) pursuant to Section 8(b) hereof, and provided that Developer has received a full and timely reimbursement from the County for all Reimbursable Expenditures, the parties shall jointly prepare a termination of this DA in a form reasonable acceptable to both parties, cause the same to be legally entered into and recorded, such that title to the Property is no longer encumbered by this DA; provided, however, that nothing herein or in such termination shall relieve Developer of its indemnification obligations under Section 9(a) hereof.

c. Contracts: All contracts entered into by Developer for the Sierra Segment 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 section set forth in this DA. 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 the County and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Developer shall cause the applicable portions of this DA to be included and made a part of any contract for the Sierra Segment Improvements.

d. Law Compliance: Developer and the County will comply with all applicable Federal, State, and local laws, rules, regulations, and guidelines related to

performance under this DA. In particular, the Developer verifies and affirms that it is in compliance with the 8 USC, Section 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by Developer or by any contractor or vendor of the Developer during the term of the DA a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this DA by the County.

e. Certification: Developer shall provide certification to the County, under the seal and signature of a registered, professional engineer that the Sierra Segment Improvements have been constructed in accordance with the standards promulgated by the County; the contract documents; and this DA.

f. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this DA, including notice of termination, such notice shall be given by certified mail, return-receipt requested. The said notice shall be deemed given when it is deposited in the U.S. Mail with sufficient postage prepaid (notwithstanding that the return-receipt is not subsequently received). Notices shall be addressed as follows: John R. Sierra, Jr., 509 Guisando de Avila, Suite 200, Tampa, Florida 33613, with a copy to Clarke G. Hobby, Esq., Hobby & Hobby, P.A., 109 N. Brush St., Suite 250, Tampa, FL 33602; and to Pasco County c/o Assistant County Administrator (Development Services), West Pasco Government Center, Suite 320, 8731 Citizens Drive, New Port Richey, Florida 34654, with a copy to David A. Goldstein, Chief Assistant County Attorney, West Pasco Government Center, Suite 340, 8731 Citizens Drive, New Port Richey, Florida 34654. These addresses may be changed by giving notice as provided for in this section.

g. Entire Agreement: This DA embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein, and this DA 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 LDC or Comprehensive Plan for future permits required by Developer.

h. Modification and Amendment: Neither this DA, 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 DA 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 DA 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 DA 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 sections in this DA are inserted for convenience only and shall not affect the construction or interpretation hereof.

m. Severability: Each provision of this DA are material to the Board of County Commissioners approval of this DA. Accordingly, the provisions are not severable. In the event any section, sentence, clause, or provision of this DA are declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of this DA shall be suspended until such time the Board of County Commissioners modifies the DA to address the illegal or invalid provision; provided however, such determination shall not affect the validity of entitlements that have received preliminary plan, preliminary site plan, plat, construction plan, Building Permit, or CO approval as of the date the determination is made, nor the DO, nor the Master DA, nor the MPUD. Developer-requested amendments to this DA shall not be considered challenges to the DO, the Master DA, this DA or the MPUD and decisions by the Board of County Commissioners regarding any Developer-requested amendments, or the like, shall not have the effect of suspending this DA under any circumstances. Notwithstanding the foregoing, if a third party challenges any section, subsection, sentence, clause, or provision of the DA and the challenged portion of the DA is subsequently declared illegal or invalid, this DA shall not be suspended, and shall remain in full force and effect except for that portion declared illegal or invalid. If any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid as the result of a third party challenge, the Developer shall cooperate

with the County to amend this DA to address the portion which has been declared invalid or illegal.

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

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

p. Third Party Beneficiaries: Nothing in this DA shall be construed to benefit any person or entity not a party to this DA.

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

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

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

t. Right-of-Way Use Permit: Developer shall obtain Right-of-Way Use Permit(s) from the County as required.

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

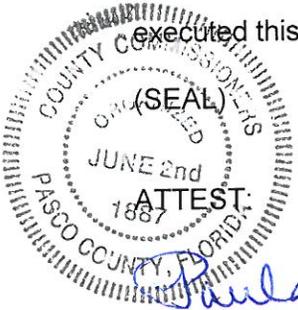
v. Successors and Assigns: The terms of this DA shall run with the land, burden the Property (subject to the termination and expiration provisions hereof) and be binding upon Developer and owners and their successors and assigns. Developer and owners may assign this DA and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this DA, 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. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the assignor hereto, and shall, for purposes of

specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant.

w. Force Majeure: In the event Developer's or County's performance of this DA 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, 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 DA as reasonably determined by the other party. This section shall not apply to force majeure events caused by the Developer or under the Developer's control, or caused by the County or under the County's control, as applicable. In the event that performance by Developer or County of the commitments set forth in this DA shall be interrupted or delayed in connection with acquisition of necessary governmental permits or approvals for the construction of the Sierra Segment 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 DA.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives

executed this DA on the dates set forth below.



Paula S. O'Neil

PAULA S. O'NEIL, Ph.D., CLERK AND
COMPTROLLER

BOARD OF COUNTY
COMMISSIONERS OF PASCO
COUNTY, FLORIDA

APPROVED
IN SESSION
NOV 03 2015

Theodore J. Schrader

Theodore J. SCHRADER,
CHAIRMAN
PASCO COUNTY
BCC

Date: 11/03/2015

[EXECUTION PAGE OF DEVELOPER TO FOLLOW]

WITNESSES:

DEVELOPER:

PASCO 54, LTD., a Florida limited partnership

By: PASCO 54, INC., a Florida corporation, its General Partner

J.R. Sierra, III
Print Name: J.R. Sierra, III
Brent Whitley
Print Name: BRENT WHITLEY

John R. Sierra Jr.
By: Name: JOHN R. SIERRA JR
Title: PRESIDENT

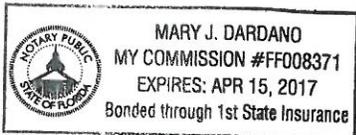
PASCO RANCH, INC., a Florida corporation

J.R. Sierra, III
Print Name: J.R. Sierra, III
Brent Whitley
Print Name: BRENT WHITLEY

John R. Sierra Jr.
By: Name: JOHN R. SIERRA JR
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF Hillsborough

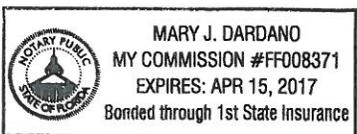
The foregoing instrument was acknowledged before me this 3rd day of November, 2015, by John R. Sierra Jr. as President of PASCO 54, LTD., a Florida limited partnership, who is personally known to me or who has produced _____ (type of identification) as identification.

Seal: 

Mary J. Dardano
NOTARY

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 3rd day of November, 2015, by John R. Sierra Jr. as President of PASCO 54, INC., a Florida corporation, the General Partner of PASCO RANCH, INC., a Florida corporation, who is personally known to me or who has produced _____ (type of identification) as identification.

Seal: 

Mary J. Dardano
NOTARY

EXHIBITS

Exhibit A Legal Description

Exhibit B Site Related Improvements

EXHIBIT A

LEGAL DESCRIPTION

OR BK **9286** PG **1681**
30 of 35

PARCEL I.D. NUMBER: 27-26-19-0010-00000-0010

DESCRIPTION: A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 26 SOUTH, RANGE 19 EAST, PASCO COUNTY, FLORIDA, BEING A PORTION OF WORTHINGTON GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 57, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 19 EAST, PASCO COUNTY, FLORIDA AND RUN THENCE S.89°49'19"W., 25.00 FEET ALONG THE NORTH BOUNDARY OF SAID SECTION 27; THENCE S.00°39'53"W., 25.00 FEET TO THE NORTHEAST CORNER OF TRACT 1 OF SAID WORTHINGTON GARDENS; THENCE S.89°49'19"W., 2492.57 FEET ALONG THE NORTH BOUNDARY OF SAID TRACT 1 AND THE NORTHERLY BOUNDARY OF TRACT 17 OF SAID WORTHINGTON GARDENS (BEING A LINE 25.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF SAID SECTION 27) TO THE POINT OF BEGINNING; THENCE SOUTH, 1975.00 FEET; THENCE EAST, 807.92 FEET TO A POINT ON A CURVE ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 56; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING ELEVEN (11) COURSES: 1) SOUTHWESTERLY, 554.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2676.48 FEET AND A CENTRAL ANGLE OF 11°51'54" (CHORD BEARING S.61°49'20"W., 553.26 FEET); 2) S.52°02'21"W., 105.12 FEET TO A NON-TANGENT CURVE; 3) SOUTHWESTERLY, 141.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2671.48 FEET AND A CENTRAL ANGLE OF 03°01'46" (CHORD BEARING S.52°07'30"W., 141.25 FEET) TO A POINT OF TANGENCY; 4) S.50°36'37"W., 365.55 FEET; 5) S.59°08'27"W., 101.12 FEET; 6) S.50°36'37"W., 800.00 FEET; 7) S.73°03'50"W., 106.45 FEET; 8) N.31°23'23"W., 334.17 FEET TO A POINT OF CURVATURE; 9) NORTHWESTERLY, 828.05 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2739.79 FEET AND A CENTRAL ANGLE OF 17°19'00" (CHORD BEARING N.22°43'53"W., 824.90 FEET); 10) N.27°39'28"W., 99.27 FEET TO A NON-TANGENT CURVE; 11) NORTHWESTERLY, 112.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2674.79 FEET AND A CENTRAL ANGLE OF 02°40'20" (CHORD BEARING N.10°54'35"W., 112.29 FEET) TO A POINT ON THE WEST BOUNDARY OF SAID WORTHINGTON GARDENS; THENCE ALONG SAID WESTERLY BOUNDARY N.00°42'08"E., 638.52 FEET; THENCE S.89°54'27"W., 92.49 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 54, AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 14090-2151; THENCE N.05°21'08"E., 25.11 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE N.89°56'46"E., 20.87 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY, 65.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2794.79 FEET AND A CENTRAL ANGLE OF 01°20'58" (CHORD BEARING N.04°31'23"E., 65.82 FEET); THENCE N.05°24'08"E., 201.95 FEET; THENCE S.89°56'39"W., 20.09 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 54; THENCE N.05°21'08"E., 626.82 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTHERLY, 414.20 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2814.79 FEET AND A CENTRAL ANGLE OF 08°25'52" (CHORD BEARING N.09°34'04"E., 413.82 FEET) TO A POINT ON THE NORTH BOUNDARY OF LOT 1, BLOCK 1 OF SAID WORTHINGTON GARDENS, ALSO BEING A POINT ON A LINE LYING 25.00 FEET SOUTH AND PARALLEL WITH THE NORTH BOUNDARY OF SAID SECTION 27; THENCE N.89°51'18"E., 1293.87 FEET ALONG A LINE BEING 25.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF SAID SECTION 27; THENCE N.89°49'19"E., ALONG A LINE 25.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF SAID SECTION 27, 159.99 FEET TO THE POINT OF BEGINNING.

PARCEL I.D. NUMBER: 27-26-19-0010-00000-0012

DESCRIPTION: A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 26 SOUTH, RANGE 19 EAST, PASCO COUNTY, FLORIDA, BEING A PORTION OF WORTHINGTON GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 57, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 19 EAST,

PASCO COUNTY, FLORIDA AND RUN THENCE S.89°49'19"W., 25.00 FEET ALONG THE NORTH BOUNDARY OF SAID SECTION 27; THENCE S.00°39'53"W., 25.00 FEET TO THE NORTHEAST CORNER OF TRACT 1 OF SAID WORTHINGTON GARDENS FOR A POINT OF BEGINNING; THENCE S.00°39'53"W., ALONG A LINE 25.00 FEET WEST OF AND PARALLEL WITH THE EAST BOUNDARY OF SAID SECTION 27, 1790.13 FEET TO A POINT ON POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 56; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) N.82°53'14"W., 151.44 FEET; 2) S.88°37'28"W., 513.03 FEET TO A NON-TANGENT CURVE; 3) SOUTHWESTERLY 1026.63 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2676.48 FEET AND A CENTRAL ANGLE OF 21°58'38" (CHORD BEARING S.78°44'36"W., 1020.34 FEET); THENCE WEST, 807.92 FEET; THENCE NORTH, 1975.00 FEET TO A POINT ON THE NORTH BOUNDARY OF TRACT 17 OF SAID WORTHINGTON GARDENS, ALSO BEING A LINE LYING 25.00 FEET SOUTH AND PARALLEL WITH THE NORTH BOUNDARY OF SAID SECTION 27; THENCE N.89°49'19"E., ALONG A LINE 25.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF SAID SECTION 27, 2492.57 FEET TO THE POINT OF BEGINNING.

PARCEL I.D. NUMBER: 27-26-19-0010-00000-0022

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 26 SOUTH, RANGE 19 EAST, PASCO COUNTY, FLORIDA, BEING A PORTION TRACTS 47 AND 53 OF WORTHINGTON GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 57, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 19 EAST, PASCO COUNTY, FLORIDA, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF WORTHINGTON GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF PASCO COUNTY FLORIDA, AND RUN THENCE N00°40'00"E, 1543.48 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54-PARCEL 126-PART B AS RECORDED IN OFFICIAL RECORD BOOK 7671, PAGE 375 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54, N50°32'03"E, 277.54 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY, N31°28'06"W, 349.69 FEET; THENCE N58°31'54"E, 145.00 FEET; THENCE 36.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", SAID CURVE HAVING A RADIUS OF 23.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS N13°31'54"E, 32.53 FEET; THENCE N31°28'06"W, 61.87 FEET TO A POINT OF CURVATURE; THENCE 90.06 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°31'39", SAID CURVE HAVING A RADIUS OF 57.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS N13°47'43"E, 80.98 FEET; THENCE N59°03'32"E, 15.57 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ALT. STATE ROAD 54 - PARCEL 110-PART A AS RECORDED IN OFFICIAL RECORD BOOK 3928, PAGE 579 (AND IN OFFICIAL RECORD BOOK 4709, PAGE 1) OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE 59.51 FEET ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 110-PART A BY THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°08'26", SAID CURVE HAVING A RADIUS OF 2,989.79 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS S30°53'53"E, 59.51 FEET; THENCE S31°28'06"E, ALONG SAID WESTERLY BOUNDARY, 318.96 FEET TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 - PARCEL 126-PART B; THENCE 185.55 FEET ALONG THE NORTH BOUNDARY OF SAID PARCEL 126-PART B BY THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 51°51'36", SAID CURVE HAVING A RADIUS OF 205.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS S24°36'15"W, 179.28 FEET; THENCE S50°32'03"W, ALONG SAID NORTH BOUNDARY, 92.64 FEET TO THE POINT OF BEGINNING.

PARCEL I.D. NUMBER: 27-26-19-0010-00000-0023

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 26 SOUTH, RANGE 19 EAST, PASCO COUNTY, FLORIDA, BEING A PORTION OF TRACTS 47, 53 AND 54, TOGETHER WITH THOSE PORTIONS OF VACATED PLATTED STREETS ABUTTING THEREON, OF WORTHINGTON GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 57, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

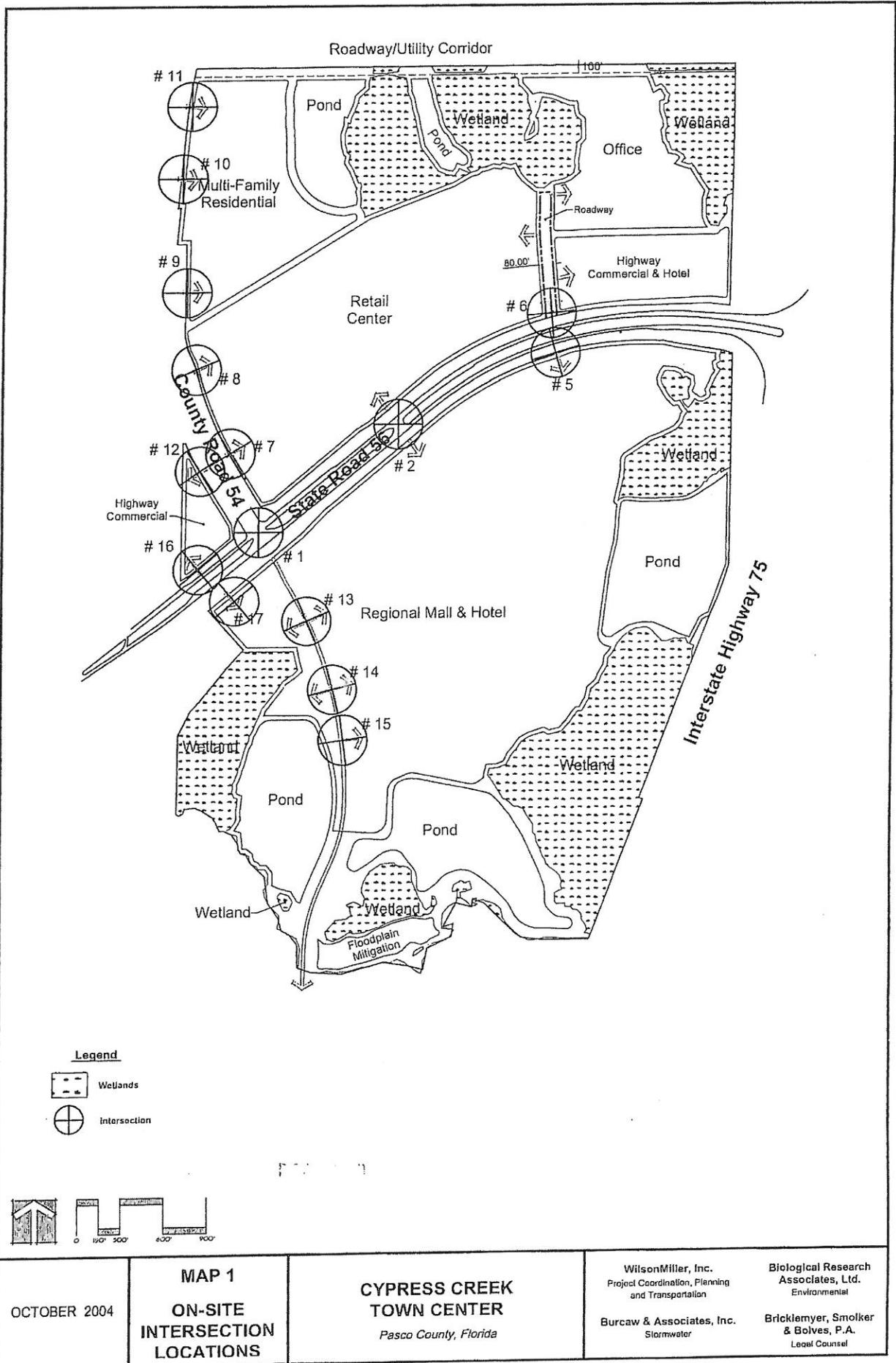
COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 19 EAST, PASCO COUNTY, FLORIDA, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF WORTHINGTON GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF PASCO COUNTY FLORIDA, AND RUN THENCE N00°40'00"E, 1543.48 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54-PARCEL 126-PART B AS RECORDED IN OFFICIAL RECORD BOOK 7671, PAGE 375 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, N00°40'00"E 475.01 FEET; THENCE DEPARTING SAID WEST LINE, S89°20'00"E, 26.19 FEET; THENCE S31°28'06" E, 349.69 FEET TO A POINT OF INTERSECTION WITH AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54-PARCEL 126-PART B AS RECORDED IN OFFICIAL RECORD BOOK 7671, PAGE 375 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54, S50°32'03"W, 277.54 FEET TO THE POINT OF BEGINNING.

PARCEL I.D. NUMBER: 27-26-19-0010-00000-0015

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 26 SOUTH, RANGE 19 EAST, PASCO COUNTY, FLORIDA, BEING A PORTION OF TRACT 47, TOGETHER WITH THOSE PORTIONS OF VACATED PLATTED STREETS ABUTTING THEREON, OF WORTHINGTON GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 57, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 19 EAST, PASCO COUNTY, FLORIDA, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF WORTHINGTON GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF PASCO COUNTY FLORIDA, AND RUN THENCE N00°40'00"E, 1543.48 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54-PARCEL 126-PART B AS RECORDED IN OFFICIAL RECORD BOOK 7671, PAGE 375 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE CONTINUE ALONG THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, N00°40'00" E 475.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, N00°40'00"E 506.37 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ALT. STATE ROAD 54-PARCEL 110-PART A AS RECORDED IN OFFICIAL RECORD BOOK 3928, PAGE 579 (AND IN OFFICIAL RECORD BOOK 4709, PAGE 1) OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF ALT. STATE ROAD 54 BY THE FOLLOWING TWO (2) COURSES: (1) S86°40'28"E, 17.02 FEET TO A POINT ON THE ARC OF A CURVE, (2) 292.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05°35'51", SAID CURVE HAVING A RADIUS OF 2,989.77 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS S27°31'45"E, 291.97 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, S59°03'32"W, 15.57 FEET TO A POINT OF CURVATURE; THENCE 90.06 FEET ALONG THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°31'39", SAID CURVE HAVING A RADIUS OF 57.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS S13°47'43"W, 80.98 FEET; THENCE S31°28'06"E, 61.87 FEET TO A POINT OF CURVATURE; THENCE 36.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00", SAID CURVE HAVING A RADIUS OF 23.00 FEET AND BEING SUBTENDED BY A CHORD WHICH BEARS S13°31'54"W, 32.53 FEET; THENCE S58°31'54"W, 145.00 FEET; THENCE N89°20'00"W, 29.16 FEET TO THE POINT OF BEGINNING.

EXHIBIT B



OCTOBER 2004

MAP 1
ON-SITE
INTERSECTION
LOCATIONS

CYPRESS CREEK
TOWN CENTER
Pasco County, Florida

WilsonMiller, Inc.
Project Coordination, Planning
and Transportation

Burcaw & Associates, Inc.
Stormwater

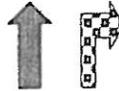
Biological Research
Associates, Ltd.
Environmental

Brickleymer, Smolker
& Bolves, P.A.
Legal Counsel

INTERSECTION #7

(SEE MAP 1)

CR 54



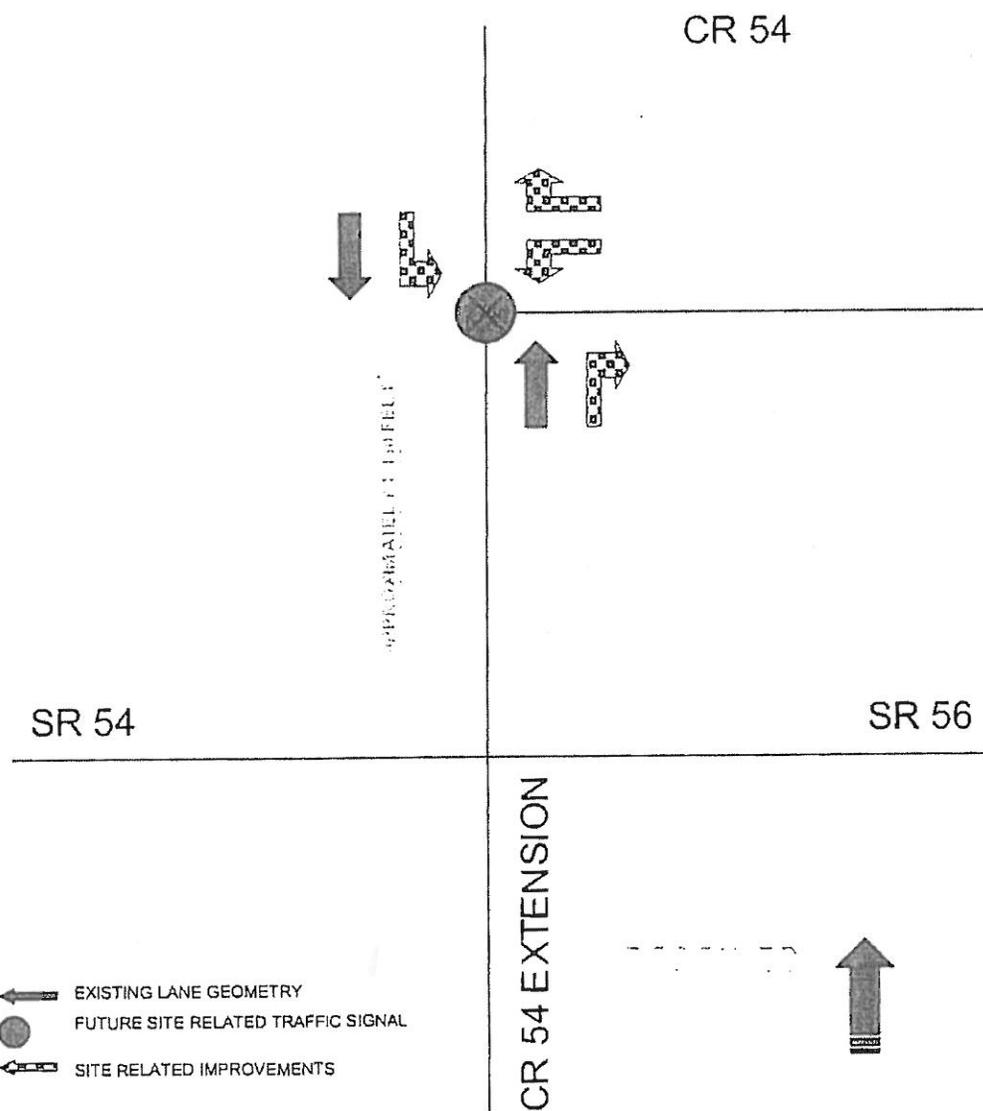
-  EXISTING LANE GEOMETRY
-  SITE RELATED IMPROVEMENTS

Wilson Miller

1101 Channelside Drive Suite 400 Tampa, FL
33602 813.223.9500

INTERSECTION #8

(SEE MAP 1)



* Existing four-lane divided section will be extended north from SR 56 through this intersection and a new transition will be constructed from the four-lane divided section to the two-lane undivided section.

Wilson Miller

1101 Channelside Drive Suite 400 Tampa, FL
33602 813.223.9500