THE BOARD OF COUNTY COMMISSIONERS RESOLUTION NO. 11-127

A RESOLUTION ADOPTING AN AMENDED, CONSOLIDATED, AND RESTATED DEVELOPMENT ORDER APPROVING, WITH CONDITIONS, THE WESLEY CHAPEL LAKES DEVELOPMENT OF REGIONAL IMPACT NO. 166.

WHEREAS, on December 23, 2008, in accordance with Section 380.06(19), Florida Statutes, as amended, Wesley Chapel Lakes, Ltd. (Developer) has filed a Notice of Proposed Change (NOPC) to the previous Application for Development Approval (ADA) for a Development of Regional Impact (DRI) known as Wesley Chapel Lakes DRI (Project); and

WHEREAS, the Pasco County Board of County Commissioners is the governing body having jurisdiction over the review and approval of the DRI in accordance with Section 380.06, Florida Statutes, as amended; and,

WHEREAS, the culmination of review pursuant to Section 380.06, Florida Statutes, requires the approval, approval with conditions, or denial of an NOPC; and

WHEREAS, the original development order (DO) for the Project was adopted by the Pasco County Board of County Commissioners on December 19, 1989.

WHEREAS, the changes in the NOPC are to 1) extend the DO expiration date and the date the project shall not be subject to, unit density/intensity reductions by three (3) additional years from December 31, 2030 to December 31, 2033; and 2) extend Phases 1, 2, 3 and 4 buildout dates as follows:

	From	To
Phase 1	2010	2013
Phase 2	2015	2018
Phase 3	2020	2023
Phase 4	2024	2027

and 3) extend the deadline for a new traffic analysis to extend Phase 1 from 2010 to 2013; and 4) delete Section E.4.a. regarding hurricane emergency shelters; and 5) amend Section E.11. [Now 5.m.] to be consistent with the provisions of the S.R. 56 Roadway Agreement; and 6) delete Section E.11.a.(10) regarding an Alternative Pipeline Project; and 7) amend Section E.12.c [Now 5.o.] regarding the District Park Site to reflect total acreages dedicated, including acreages of permitted wetland impacts; and 8) extend the deadline to construct the frontage road from December 31, 2010 to December 31, 2013; and 9) to reflect the changes to the DO approved by Resolution No. 91-252, dated May 14, 1991; by Resolution No. 93-192, dated April 13, 1993; by Resolution No. 00-37, dated November 16, 1999; by Resolution No. 03-36, dated November 19, 2002; by Resolution No. 05-277 dated July 26, 2005; by Resolution No. 05-334 dated September 27, 2005; and by Resolution 06-271, dated July 22, 2006; and

WHEREAS, on September 8, 2008, the Pasco County Board of County Commissioners approved the

S.R. 56 Roadway Agreement and pursuant to such agreement agreed to extend the Phase 1 buildout date without additional traffic analysis or mitigation to December 31, 2013 based on the unique delay associated with the Project; and

WHEREAS, on November 25, 2008, the Pasco County Board of County Commissioners adopted amendments to the County's Concurrency Management Regulations to extend, without additional concurrency review or analysis, the concurrency expiration date of all projects in Pasco County by one (1) year (the One-Year Extension); and

WHEREAS, on November 25, 2008, the Pasco County Board of County Commissioners approved an Amended and Restated Development Agreement between Pasco County, Wesley Chapel Lakes, Ltd., Clearwater Bay Associates, Inc., Pasco Heights Development Corporation, Meadow Pointe General Partnership, Lee Arnold, Trustee, Meadow Pointe III Community Development District, and Meadow Pointe IV Community Development District (the “DA”); and

WHEREAS, on June 23, 2009, the Pasco County Board of County Commissioners adopted a Resolution pursuant to the County's Concurrency Management Regulations to extend, without additional concurrency review or analysis, the concurrency expiration date of all projects in Pasco County by an additional two (2) years (the Two-Year Extension); and

WHEREAS, the Phase 1 build out date extension from December 31, 2010 to December 31, 2013 includes the One Year and the Two Year Extensions; and

WHEREAS, on July 29, 2010, the Developer requested another revision to the NOPC to allow the conversion of multifamily and townhouse/villa units to single family detached units via the land use equivalency rates of .61 for Multifamily and .51 for Townhouse/Villas. The Proposed Changes in addition to and as modified by the foregoing additional change shall be referred to as the Revised Proposed Changes; and;

WHEREAS, in order to provide a single development order document incorporating all applicable provisions of the original development order, all development order amendments, and the NOPC, an amended, consolidated, and restated development (DO) has been prepared; and,

WHEREAS, the Board of County Commissioners has approved the NOPC as modified by the Revised Proposed Changes on January 11, 2011, and hereby adopts this Amended and Restated Development Order (DO) for the Project, which shall replace and supersede the original development order in its entirety.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled that:

The NOPC for the Project is approved with conditions, as set forth in the following amended, consolidated, and restated development order (DO), which is hereby adopted by the Board of County Commissioners:

WESLEY CHAPEL LAKES DEVELOPMENT ORDER

1. General Findings of Fact

The Board of County Commissioners makes the following general Findings of Fact:

a. The foregoing "Whereas" clauses are hereby incorporated as Findings of Fact.

b. The Developer has filed in accordance with Section 380.06(19), Florida Statutes, as amended, an NOPC for the Project and has filed associated responses to requests for additional information. The NOPC, collectively with the original ADA, are referred to herein as the application (Application) and are incorporated into this DO by reference as Exhibit A.

c. The nature, type, scope, intensity, density, costs, and general impact of the Project, as revised, are summarized in the NOPC application, the TBRPC DRI Final Report, and the NOPC Report, which collectively are incorporated into this DO by reference as Exhibit B.

d. The real property (Property) encompassed by the Wesley Chapel Lakes DRI is owned by Wesley Chapel Lakes, Ltd.; Clearwater Bay Associates, Inc.; Meadow Pointe General Partnership; and Pasco Heights Development Corporation. A description of the said Property is attached hereto as Exhibit C which is made a part of this DO.

e. The current Pasco County Comprehensive Plan (Comprehensive Plan) Future Land Use Map classifications for the Property are RES-3 (Residential - 3 du/ga), RES-9 (Residential – 9 du/ga), and ROR (Retail/Office/Residential). The proposed development is consistent with the applicable provisions of the RES-3, RES-9 and ROR classifications and other Goals, Objectives, and Policies of the Comprehensive Plan.

f. The current zoning on the Property is MPUD (Master Planned Unit Development) and C-2 (General Commercial).

g. On October 20, 2009, the TBRPC notified Pasco County (County) that its NOPC review was complete, that the TBRPC had prepared its NOPC Report, and that the local government should act upon the pending application. The TBRPC adopted the NOPC Report on November 9, 2009 (Consent Agenda Item #3.E.1).

h. The Board of County Commissioners scheduled and held a public hearing on the pending NOPC application on January 11, 2011.

i. Notice of the hearing has been published in a newspaper of general circulation at least fifteen (15) days prior to the date set for the Board of County Commissioners hearing.

j. At the said public hearing, all parties were afforded the opportunity to present evidence and argument on all issues and submit rebuttal evidence.

k. Additionally, at the said public hearing, any member of the general public requesting to do so was given the opportunity to present written or oral communications.

l. The Board of County Commissioners has received and considered the TBRPC NOPC Report on the NOPC application. The Board of County Commissioners has received and considered various other reports and information including, but not limited to, the recommendation of the Growth Management Department and the Development Review Committee (DRC).

2. Conclusions of Law

The Board of County Commissioners hereby finds as follows:

a. The Wesley Chapel Lakes DRI will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan applicable to the area encompassed by the DO.

b. As conditioned, this DO addresses issues raised consistent with the reports and recommendation of the TBRPC Final Report and NOPC Report.

c. As conditioned, this DO is consistent with the applicable provisions of the County Land Development Code (LDC).

d. As conditioned, this DO is consistent with the applicable provisions of the adopted Comprehensive Plan.

e. The land that is the subject of this DO is not in an Area of Critical State Concern.

f. As conditioned, this DO is consistent with the applicable provisions of the adopted State Comprehensive Plan as amended.

g. Pursuant to Chapter 380.06(19)(e), Florida Statutes, the Revised Proposed Changes are presumed to be a substantial deviation; however, it is the opinion of the County, TBRPC, and other participating agencies that the Applicant has provided clear and convincing evidence to rebut the presumption of a substantial deviation and that no unmitigated regional impacts shall result. The Revised Proposed Changes, therefore, do not constitute a substantial deviation, pursuant to Chapter 380.06(19)(c), Florida Statutes.

3. Approval Stipulations

a. The requirements of and conditions contained in this DO shall regulate the development of the Property. Following the adoption of this DO, all plans for development on the Property shall be consistent with the conditions and restrictions set forth herein. Such conditions and restrictions shall be binding upon all of the Developer's successors in interest to the Property.

In the event the County Administrator or his designee (Administrator) determines that a violation of the provisions hereof has occurred, the Administrator may issue a Notice of Noncompliance to the Developer. If the noncompliance is not cured by the date stated in the Notice of Noncompliance, the Administrator may require that all development related to the violation cease until the violation has been corrected. The Developer may appeal the determination to the Board of County Commissioners pursuant to

Article 317 of the LDC. Notwithstanding the foregoing, violations of the Development Agreement (DA) hereinafter described, if required, shall be addressed in accordance with the provisions of the DA.

b. All development specifically authorized by this DO shall be carried out in accordance with the provisions hereof.

(1) Adverse impacts shall be mitigated as specified in this DO.

(2) The Developer's commitments set forth in Exhibit D shall be honored by the Developer, except as they may be superseded by specific terms of this DO.

c. Development of the Wesley Chapel Lakes DRI shall also be governed by the applicable standards and procedural provisions of the applicable portions of the Comprehensive Plan. Land development regulations shall be applied in a manner that is consistent with Section 163.3194(1)(b), Florida Statutes, and the Pasco County Land Development Regulations including the LDC. Conflicts between the Land Development Regulations and this DO shall be resolved in accordance with applicable law.

d. The approved DRI shall not be subject to downzoning, unit-density reduction, or intensity reduction until December 31, 2033, unless the County can demonstrate that substantial changes in the conditions underlying the approval of the DO have occurred; or that the DO was based on substantially inaccurate information provided by the Developer; or that the change is clearly established by the local government to be essential to the public health, safety, or welfare. Compliance with this DO, the associated DA, the MPUD Master Planned Unit Development Conditions, the Comprehensive Plan, and the LDC shall not constitute downzoning, unit-density reduction, or intensity reduction for purposes of the prohibition contained in this paragraph.

e. As provided in Chapter 190, Florida Statutes, and subject to the Board of County Commissioners separate approval, Community Development Districts (CDD) are hereby authorized to undertake the funding and construction of any of the projects, whether within or without the boundaries of the CDD that are identified within this DO. Further, any obligations of the Developer contained in this DO may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by the County. All applicable documents pertaining to the undertaking of funding and construction by the CDD shall reflect the following:

(1) All CDD-related assessments shall not apply to any property either owned or to be owned by the County or District School Board of Pasco County.

(2) No debt or obligation of such CDD shall constitute a burden on any property either owned or to be owned by the County or District School Board of Pasco County.

f. Agricultural Uses. Portions of the Property are currently utilized for agricultural activities. It is understood that while the use will cease when the DRI is built out, portions of the Property may

continue to be used for agricultural activities until the Property is developed in accordance with this DO, but at no greater intensity than at present. No silvicultural or agricultural activities shall be initiated on land not currently under such use.

4. Phasing and Duration

a. Phasing Schedule/Concurrency

Phase 1 of this Project is specifically approved subject to the requirements of this DO and the DA. Specific approval shall not be a reservation or guarantee of concurrency capacity for any public facility other than transportation. The reservation/guarantee of concurrency capacity for transportation shall be through December 31, 2013, for Phase I, subject to any extension granted in accordance with the County's Concurrency Management Ordinance and subject to compliance with the transportation conditions of this DO and the DA.

b. Effective Date and Duration

(1) The DO for the Project shall take effect upon transmittal to the FDCA, the TBRPC, and the Developer. The effectiveness of this DO shall be stayed by the filing of a notice of appeal pursuant to Section 380.07, Florida Statutes.

(2) The effective period of this DO shall be until December 31, 2033. The effective period may be extended by the Board of County Commissioners. Application for such an extension shall be made at least sixty (60) days prior to the expiration date. All extensions shall be subject to a substantial deviation determination pursuant to Chapter 380.06(19), Florida Statutes.

Development of the Wesley Chapel Lakes DRI shall proceed in accordance with the phasing schedule indicated in Table 1 below.

Except as provided for herein, excess infrastructure capacity constructed to potentially serve Phases 2, 3, and 4 of the development shall be at the Applicant/Developer's risk and shall not vest Phases 2, 3, and 4 development rights.

c. Commencement of Development

The Project has commenced development.

d. Build-Out of Project

(1) Unless extended by the Board of County Commissioners pursuant to the Concurrency Management Ordinance, the build-out date for Phase 1 of the Project shall be December 31, 2013. The December 31, 2013 date for transportation concurrency includes the One Year Extension and the Two Year Extension. The build-out date for the conceptually approved Phases 2-4 of the Project is December 31, 2027, subject to specific approval of such subsequent phases.

(2) Any delay in the build-out date beyond December 31, 2013, may require a new transportation analysis, in accordance with applicable law, as the basis for a DO amendment which may include re-evaluation of required transportation mitigation. The Administrator or Board of County

Commissioners may waive any applicable transportation analysis requirement for any entitlements within the Project that satisfy the Limited Exemption criteria of Section 402.7 of the County's Concurrency Management Ordinance; however, build-out date extensions for such entitlements are still subject to applicable statutory requirements in Section 380.06(19), Florida Statutes, as may be amended from time to time.

5. Specific Conditions

a. Development Components

Subject to the possible exchange of land uses as described herein, the Project consists of the land uses and phases as described in Table 1. A phase shall be considered complete upon issuance of the final building/construction permit for the final dwelling unit or commercial square footage for the phase.

TABLE 1. PHASING SCHEDULE

Phase	**Office (Sq. Ft.)**	**Commercial (Sq. Ft.)**	**Residential (Dwelling Units)**
Phase 1 – 2013	0	220,000	4,520
			(1,731) Single Family Detached
			(912) Villas
			(1,715) Townhouses
			(162) Multifamily
Phase 2 – 2018*	100,000	350,000	0
Phase 3 – 2023*	100,000	350,000	0
Phase 4 – 2027*	193,200	241,800	0
TOTALS	393,200	1,161,800	4,520

* Specific approval of Phases 2-4 is contingent upon further transportation and air quality analyses.

b. Land Use and Master Plan

(1) Master Plan. Land use types, intensities and locations shall be substantially as shown on the Master Development Plan dated September 13, 2005, or as subsequently modified pursuant to Section E.1.b., [Now b.(2)] below.**.**

(2) Revised Master Plan. A revised Master Development Plan that incorporates any revisions required pursuant to this DO shall be submitted to the Department for review and to DRC, TBRPC and DCA for a determination of compliance with this DO. This revised Master Development Plan shall be submitted within 45 days after the Department submits to the Developer the alignment of Chancey Road as described in Section 5.V.(5) [Now m.(14)], hereof, but in no event later than 225 days after the effective date hereof. No preliminary plan/preliminary site plan shall be approved until the revised Master Development Plan is submitted.

(3) Survey. The Developer has submitted and the Pasco County Surveyor has approved a boundary survey of the project which has been certified by a Florida registered land surveyor and which is referenced to a minimum of three monuments tied to state plan coordinates by G.P.S. methods. Coordinates of the monuments shall be shown on the survey. Moreover, the monuments shall:

(a) Comply with the National Geologic Survey Data Base Standards and Chapter 21 HH-6 of the Florida Administrative Code ("F.A.C."); and

(b) Be unobstructed and accessible on a 24-hour basis, located on public property unless otherwise approved by the County Surveyor; and

(c) Be conveyed by the Developer to Pasco County at the time of final plat approvals.

c. Land Use Exchange

(1) The Developer may use a land use trade-off mechanism based on the subject land uses generating equivalent impacts. This land use trade-off mechanism shall only be allowed for land uses assessed in the Application, must adequately mitigate for public facility impacts, and may be done only pursuant to an amendment of this DO, except as provided below. All development shall be consistent with the Pasco County Land Use Regulations, as amended from time to time, as adopted pursuant to the Pasco County Comprehensive Plan. Notwithstanding the foregoing, multifamily and townhouse or villa units may be converted to single-family units without an amendment to this DO pursuant to the requirements set forth below.

(2) The conversion rate for a multifamily unit is .61 single-family units; the conversion rate for a villa or townhouse unit is .51 single-family units.

(3) Conversions shall be capped such that the overall density for the Project shall not exceed 4,940 residential units (an increase of 10% of the approved amounts for residential .10*4,520=452; 4,520+452=4,940) .

(4) All land use exchange requests shall be submitted to the Planning & Growth Management Department with copies to the FDCA and the TBRPC for verification as to implementation in accordance with this DO, and the Comprehensive Plan, as amended. Upon verification which shall not be unreasonably withheld or delayed, the Planning & Growth Management Department shall submit such exchange for approval on the consent agenda at the next available DRC meeting which is at least fourteen (14) days from submittal to the Growth Management Department, FDCA, and TBRPC. Such land use exchange shall be reported in the next biennial report.

(5) The traffic impacts of the revised land use mix shall not exceed the approved traffic impacts of the land use mix being replaced.

(6) Prior to approval of any land use exchange, the proposed exchange must include assurance that any additional utility demands associated with the proposed exchanged can be accommodated.

(7) Prior to approval of any land use exchange, the proposed exchange must mitigate for any additional park or school impact requirements as appropriate.

(8) Any amendments to the land use mix or proposed phasing schedule, other than those described herein, shall be approved pursuant to the NOPC process as required by Section 380.06(19), Florida Statutes.

d. Water Quality and Drainage

(1) Offsite Impacts. Development of the project shall not lower levels of service for off-site drainage structures below acceptable standards as established in the adopted Comprehensive Plan and LDC as may be amended from time to time.

(2) On-Site Maintenance. A homeowner association with assessment powers shall be the entity responsible for the operation and maintenance of all on-site drainage facilities.

(3) Master Drainage Plan. The Developer has submitted the Master Drainage Plan for Wesley Chapel Lakes to Pasco County, the Florida Department of Environmental Protection (FDEP) and the TBRPC for review, and said Plan has been approved by the Southwest Florida Water Management District (SWFWMD) and Pasco County. The following parameters are included in the Master Drainage Plan.

(a) The proposed stormwater management systems shall be designed, constructed, and maintained to meet or exceed Chapters 17-3, 17-25, 62-25, 40D-4 and 40D-40, F.A.C., and County stormwater-management requirements as may be amended from time to time. Treatment shall be provided by biological filtration, wherever feasible.

(b) Best management practices (BMP) for reducing adverse water quality impacts, required by the regulations of the County and other appropriate regulatory bodies shall be implemented, including those which prevent construction-related turbidity.

(c) In order to protect water quality in the Hillsborough River watershed, there shall be no degradation of water quality standards by stormwater exiting the site. Therefore, it is appropriate that the Developer provide for a semiannual surface water quality monitoring program. Due to the pollution potential of the on-site borrow pits and sinkholes, a biannual groundwater monitoring program shall also be provided. These monitoring programs shall be instituted before groundbreaking takes place and shall continue until two years after project build-out, in order to effectively assess the effects of development activity. Any violation of Chapter 17-3, F.A.C., shall require corrective measures by the Developer as set forth by FDEP. The following shall apply:

(d) Sampling locations shall be determined in cooperation with Pasco County, FDEP, SWFWMD and TBRPC.

(e) All water quality analytical methods and procedures shall be thoroughly documented and shall comply with EPA/FDEP quality control standards and requirements.

(f) The monitoring results shall be submitted to Pasco County, FDEP and SWFWMD. Should the monitoring indicate that applicable state water quality standards are not being met

as a result of project impacts, the violation shall be reported to Pasco County, FDEP and SWFWMD immediately and all construction within the sub-basin(s) where the violation is noted shall cease until the violation is corrected. If, the specific construction activities can be identified as causing the violation, all such activity shall cease until the violation is corrected in accordance with applicable agency procedures.

(4) Aquifer Protection. The applicant shall assure that no contamination of the underlying aquifer(s) shall occur as a result of sinkhole and/or borrow pit discharge. The specific techniques to be utilized toward this end shall be approved by Pasco County, FDEP, and SWFWMD, and may include filling with clean fill, adequate buffering, and specific maintenance activities. Observed sinkhole activity, along with the specific measures taken to assure consistency with this condition shall be included in each annual report. Agency approvals shall be sufficient to meet the Applicant's responsibility pursuant to this condition unless more stringent requirements are applicable under Pasco County's wellfield protection regulations. Observed sinkhole activity, along with the specific measures taken to assure consistency with this condition shall be included in each annual report.

(5) Water Use Caution Area. Planning and development of this project shall conform to, and further, the rules and guidelines adopted by SWFWMD for the Northern Tampa Bay Water Use Caution Area.

e. Critical Habitat Preservation / Wetlands

(1) Designated Areas. The portions of the Project which meet the definition of preservation and conservation areas, as defined in the TBRPC's Future of the Region ("**FRCRPP**") policies 10.1.2 and 10.3.1 are designated on Map H, attached hereto and incorporated herein as Exhibit E.

(2) Wetland/Lake Management Plan. In order to protect the natural values of preserved/conserved wetland areas, prior to project approval for each phase, the Applicant shall submit a wetland/lake management plan to TBRPC for review and to Pasco County, FDEP and SWFWMD for approval. The plan shall address, but not be limited to, wetlands to be preserved, proposed wetland/lake alterations, control of exotic species, mitigation of lost wetlands, control of on-site water quality, and methods for wetlands restoration/enhancement. The wetland lake management plan may be approved as part of the master drainage plan.

(3) Hydroperiods. No adverse hydroperiod alteration except for wetland restoration/enhancement shall be permitted in preservation areas as identified on the Master Development Plan approved by Pasco County. Natural annual hydroperiods, normal pool elevations and seasonal high water elevations shall be substantially maintained. Prior to commencement of development, the Developer must establish the baseline seasonal high and mean high water levels for selected preservation wetlands. Hydroperiod monitoring shall be required semiannually following commencement of development on the site in selected preserved wetlands and continuing for three years following build-out of the sub-basin surrounding

each wetland monitored. The monitoring sites shall be selected in cooperation with Pasco County, SWFWMD, FDEP and TBRPC. If it is apparent that preservation areas are being stressed due to project development activities, development activity shall cease until remedial measures have been taken to correct the hydroperiod imbalance. Such measures could include limitations on impervious surface, enlargement of natural buffer areas and increased upland retention of stormwater. The results of the monitoring shall be provided in each annual report.

(4) Buffer Zones. The applicant shall provide a fifteen foot buffer zone around all preservation areas or a buffer zone required by appropriate state regulatory agencies, whichever is greater. In addition, a fifty foot buffer will be provided around the wetland that is identified by the Florida Game and Fresh Water Fish Commission ("FGFWFC") as a potential breeding habitat for the sandhill crane. No dredging, filling or development activities will be allowed within the preservation areas identified in Exhibit F, except attendant to road and infrastructure construction. No golf course improvements, construction, or maintenance may occur within buffer areas.

(a) All wetland losses shall require 1:1 in-kind wetland replacement or such mitigation rate as may be required by appropriate state regulatory agencies, whichever is greater. Mitigation for wetland losses shall be implemented prior to or concurrent with wetlands being disturbed.

(b) Existing wetlands, which are permitted to be altered or eliminated, should be used as donor material for re-vegetation of mitigation areas, where feasible.

(c) All mitigation areas and littoral shelves shall be monitored biannually for a period of four years from completion of the affected areas. Monitoring shall include species diversity, composition, and regeneration and exotic species encroachment control. Additional planting may be required to maintain an 85% survival of planted species at the end of three years from completion of the affected area.

(5) Stormwater. Use of on-site wetlands for stormwater treatment and disposal of treated wastewater effluent shall be carried out only where permitted by applicable local, state, and federal regulation.

f. Flood Plains

(1) Storage Capacity. There shall be no net loss of hydrologic storage capacity within the 25-year floodplain as defined in all conceptual surface water management permit applications submitted to SWFWMD.

(2) Base Floor Elevations. Base floor elevations for all habitable structures shall be at or above the 100-year floodplain elevation. All preliminary/site plan submittals shall show 100-year flood elevations.

(3) Fill Compensation. All fill within the 100-year floodplain shall be

compensated for by one to one mitigation as provided in 10.2.4, FRCRPP. There shall be no impervious surfaces, exclusive of at-grade infrastructure, constructed in the 25-year floodplain.

g. Land/Soils

(1) Sink Holes. If new solution sinkholes or other solution features occur on-site or on contiguous properties, it is appropriate that a site-specific geological study be conducted by the Applicant to determine if and where future sinkholes could develop.

(2) The measures to reduce soil erosion and fugitive dust air emissions, referenced on page 14-2 of the Application, shall be implemented at minimum.

(3) The methods identified on page 14-2 of the Application used to overcome soil limitations shall be required, as appropriate.

h. Air Quality

(1) *An air quality analysis and mitigation plan was provided to, and approved by Pasco County, TBRPC, and FDEP prior to any Phase I development of Wesley Chapel Lakes which shall include* all transportation facilities meeting the criteria listed in Section B.1 of the FDEP "Guideline for Evaluating the Air Quality Impacts of Indirect Sources" (1988), based upon a Phase I transportation analysis which is consistent with TBRPC policies.

(2) Further Review. Prior to specific plan approval of Phases 2, 3, and 4 of the Project, the Developer or its successor shall submit an air-quality analysis regarding applicable Phases 2, 3, and 4 transportation improvements consistent with the statutes and rules in effect at that time. If any unmitigated, adverse, air-quality impacts are identified as being caused by traffic generated by the Project, this DO shall be amended to incorporate conditions for curing or mitigating such impacts.

In the event that the required transportation analysis identifies additional intersection improvements needed to accommodate the impacts of the Project, DRI-level analysis for potential air-quality impacts shall be conducted and the results provided to the TRBPC, the FDEP, and the County for review. Any improvements determined necessary to mitigate air quality impacts shall be required in a DO amendment.

(3) Annual Report. In each annual report, the Developer shall submit to Pasco County and FDEP a list of any roadway improvements listed in Tables 2 and 3 of this DO which are not in place when needed, as specified in the Tables, thereby resulting in peak hour LOS E or F operation of the roadway or intersection, particularly if the Developer chooses to "pipeline" his entire proportionate share contribution to a single roadway improvement or set of improvements as outlined in Section E.11.d. [Now 5.m.(13)] (Option 3) of this DO, to mitigate project impacts to the transportation network. Any roadway or intersection so identified shall be modeled for air quality exceedances of the applicable National Ambient Air Quality Standards, and the results conveyed to Pasco County and FDEP in the annual report.

(4) Mitigation Plan. If either the above-described air quality modeling analyses predict any exceedances of the applicable National Ambient Air Quality Standards, the Developer shall develop a mitigation plan that describes how such exceedances can be reduced to acceptable levels. The mitigation plan will be subject to the review and approval of FDEP. Verification of the effectiveness of the proposed mitigation strategies shall be provided by the modeling analysis included with the study described above in Section E.6. a. [Now 5.i.(1)] When appropriate, the annual report shall also contain documentation that the analysis was performed and mitigative measures implemented.

j. Historical and Archaeological Sites

Any historical or archaeological resources discovered during development activities of the Wesley Chapel Lakes project shall be immediately reported to the Florida Department of State Division of Historical Resources ("DHR") and treatment of such resources shall be determined in cooperation with the DHR, TBRPC and Pasco County. Treatment of such resources must be completed before resource - disturbing activities are allowed to continue. A description of the project's compliance with this condition shall be included in the subsequent annual reports, to be submitted for review to DHR, in addition to TBRPC and Pasco County.

k. Utilities

(1) Water Supply, Wastewater Treatment, and Electric Power Services

(a) Water and wastewater will be provided by Pasco County in accordance with Pasco County water use and sewer use ordinances. The Developer shall construct all water and wastewater facilities within the development to Pasco County standards current when application is made for connection, and in accordance with the Master Utility Plan and Utility Service Agreement. The owner of any on-site wells shall be responsible for their maintenance and operation.

(b) Development of the project shall not lower delivery of water and wastewater utility service below the acceptable levels of service established in the Comprehensive Plan. Documentation of adequate capacity to service the project shall be obtained from Pasco County and shall be part of the annual report for the year in which application for service is made.

(c) Disposal of commercial and industrial hazardous waste into sewer systems is prohibited except as provided by law.

(d) Wesley Chapel Lakes sewer collection and transmission lines not required to be dedicated to Pasco County shall be monitored for leaks and ruptures. A homeowners association with assessment powers shall carry out the monitoring on a tri-annual basis. Faulty lines shall be repaired as quickly as possible.

(e) An acceptable plan shall be submitted, to Pasco County for approval and to Tampa Bay Water (TBW), TBRPC, DER and SWFWMD for review, for the use of non-potable

water on-site. The plan shall be completed and submitted prior to approval of construction plans. The plan shall include an implementation schedule. The Applicant shall encourage the use of the lowest quality water reasonably available and suitable for a given purpose in order to reduce the unnecessary use of potable water.

(f) Water-saving devices shall be required in the project as mandated by the Florida Water Conservation Act (Section 553.14, Florida Statues, 1985), and xeriscape shall be used in landscaping to the greatest extent feasible.

(g) Wesley Chapel Lakes shall allow for easements for regional water supply facilities to TBW, if requested prior to submittal of the revised Master Development Plan. The location of such easements and the cost thereof shall be mutually agreed to between the Developer and TBW.

(h) The project shall exclusively utilize utilities services provided by Pasco County so long as such services are adequate and available to service the project.

(2) Solid/Hazardous Waste

(a) The collection, transportation, and disposal of solid waste are controlled by the Pasco County Code of Ordinances, Section 90, and shall take place in accordance with the terms thereof.

(b) Development and operation of the project shall not cause the LOS for solid-waste collection/disposal to fall below the acceptable LOS established in the Comprehensive Plan. Documentation of adequate disposal capacity, including assurance of adequate hazardous/biohazardous waste and material disposal, to service the project shall be obtained from the County or other appropriate entities.

. (c) The design of Wesley Chapel Lakes solid/hazardous waste storage and handling areas, if any, shall be based on the types and characteristics of waster. Any such facilities shall be located and constructed in a manner which minimizes negative impacts to the environment in accordance with, but not limited to, applicable regulations.

(d) The Developer shall provide documentation in each annual report that any hazardous wastes generated or used on-site are being handled pursuant to applicable rules and regulations.

(e) Use of on-site collection and transfer facilities shall be limited to on-site generators.

(f) Information shall be made available to hazardous waste generators and the public concerning the availability of existing companies that will accept wastes for recycle, reuse, exchange and treatment.

(g) The commercial/office areas shall provide to their associated businesses information that:

(i) Indicates the types of waste and materials that are considered to be hazardous and are to be stored or disposed of in specially designated containers;

(ii) Describes construction requirements for hazardous waste holding areas; and

(iii) Advises of applicable statutes and regulations regarding hazardous wastes and materials.

l. Energy

(1) Developer Conservation. Where economically feasible the Developer should:

(a) Use energy alternatives, such as solar energy, resource recovery, waste heat recovery and co-generation;

(b) Use landscaping and building orientation to reduce heat gain; and

(c) Work with or designate an energy officer to establish energy policies, monitor energy use and encourage conservation for project businesses. Energy audits by Withlacoochee River Electric Cooperative may fulfill part of this requirement.

(2) Conservation Measures. Wesley Chapel Lakes itself shall utilize, and shall encourage others to utilize:

(a) Reduced levels of operation of all air conditioning, heating, and lighting systems during non-business hours;

(b) Advertising (other than entrance features) not requiring lighting after business hours; and

(c) Installed total energy systems where cost effective.

A report on the implementation of and participation in these and other energy programs shall be included in each annual report.

m. Transportation

(1) Proportionate Share. Table A, attached hereto as Exhibit G, describes those roadways and intersections significantly impacted by Phase I of the DRI and the required improvements that need to be constructed to ensure maintenance of the adopted level of service for such roadways and intersections. Rule 9J-2.045, Florida Administrative Code, allows the County to elect one (1) of several transportation mitigation alternatives in order for the Developer to mitigate the transportation impacts of Phase I of the DRI, including the payment by the Developer of its proportionate-share contribution for the roadway and intersection improvements identified in Table A. Rule 9J-2.045, Florida Administrative Code, allows the Developer's proportionate-share contribution to be applied to expeditiously construct one (1) or more of the roadway improvements identified in Table A.

The Developer's proportionate share for Phase I, calculated in accordance with Rule 9J-2.0255, Florida Administrative Code, is **Six Million Three Hundred Twenty-One Thousand Two Hundred Eighteen and 95/100 Dollars ($6,321,218.95)** (the "Phase I Proportionate Share"). Pursuant to the S.R. 56 Roadway Agreement Between Locust Branch, LLC; Pasco County, Florida; and Meadow Pointe IV Community Development District effective September 19, 2008 (the "**S.R. 56 Roadway Agreement**"), attached hereto and incorporated herein as Exhibit H, and the Amended and Restated WCL Development Agreement DA, attached hereto and incorporated herein as Exhibit I, the Developer has agreed to apply the Phase I Proportionate Share to the construction of the extension of S.R. 56 from S.R. 581 to the east boundary of the project and to intersection improvements at S.R. 581 and S.R. 56 as described in the **S.R. 56 Roadway Agreement** (the "**Required Improvements**"). The cost of the Required Improvements will exceed the Phase I Proportionate Share. In accordance with Section 163.3180(6)(f), Florida Statutes, the County has adopted all improvements funded by the Phase I Proportionate Share into the 5-year capital improvements schedule of the Comprehensive Plan at the next annual capital improvements element update.

(2) Mitigation. The requirements of this DO, including those specifically described in this Section E.11.a.(2) [New 5.m.(2)] below, have been determined to be the appropriate requirements to cure and mitigate the impacts of Phase I on regionally significant roadways within the project impact area. The approval of this mitigation/curing mechanism is based upon the project's impact on transportation facilities, the substantial public benefit to be gained by accelerating the design and construction of major public facilities, and its consistency with Pasco County, TBRPC and DCA policies regarding pipelining transportation impacts. The Developer shall complete the Required Improvements in accordance with the S.R. 56 Roadway Agreement and the DA regardless of cost. Except for modifications to the D.A. that would constitute a substantial deviation to this DO pursuant to Section 380.06(19), Florida Statutes, modifications to the DA shall not require the submission of an NOPC Application by the Developer. Completion of the Required Improvements satisfies all DRI and transportation concurrency mitigation requirements for Phase I development through the Phase 1 buildout date.

(3) Eastern Segment. The Developer has satisfied its obligation to commence and complete the FDOT Reevaluation Study for that portion of the Required Improvements comprised of the S.R. 56 Extension from Meadow Pointe Boulevard to the eastern boundary of the Project (the "**Eastern Segment**") pursuant to that "**PD&E Agreement For G.L. Homes / Wesley Chapel Lakes S.R. 56 Project**" (the "**Wyndfields Agreement**") entered into on March 14, 2006 between Developer and the developer of the Wyndfields project (attached hereto as Exhibit J); such Agreement providing that the developer of the Wyndfields project shall be solely responsible for the FDOT Reevaluation Study for the Eastern Section and naming the County as a third party beneficiary. The Wynfields Agreement does not affect

Developer's obligations to prepare final design plans for, and construct, the Eastern Segment in accordance with the requirements of the S.R. 56 Roadway Agreement, the DA and this DO.

(4) Right-of-Way. The County has completed the acquisition, on terms acceptable to the County, of up to 250 feet of right-of-way for S.R. 56 and right-of-way for Roadway Appurtenances to accommodate S.R. 56 as a six (6) lane, divided rural cross-section (unless otherwise approved by FDOT) roadway, from C.R. 581 to the western boundary of DRI, including right-of-way for the necessary intersection improvements at C.R. 581/S.R. 56. The Developer shall deed to the County, within sixty (60) days of the completion and approval of sixty (60) percent design plans for the S.R. 56 project, up to 250 feet of right-of-way for S.R. 56 and right-of-way for Roadway Appurtenances to accommodate S.R. 56 as a six (6) lane divided rural cross-section (unless otherwise approved by FDOT) roadway, from the western boundary of DRI to the eastern boundary of DRI, including right-of-way to accommodate the necessary intersection improvements at S.R. 56/Meadow Pointe Boulevard. The right-of-way conveyed to the County shall be consistent with the approved design plans. The DEVELOPER further agrees, simultaneously with the conveyance referenced above, to deed to the COUNTY any additional right-of-way under the control of the DEVELOPER that is necessary for the construction of the Required Improvements in accordance with the approved design plans. -

(5) Other Site Related Required Improvements.

(a) Prior to the final plat approval by the Board of County Commissioners for the 735th dwelling unit and prior to preliminary/construction plan approval for any Phase I commercial entitlements, a contract to construct the north/south road, Meadow Pointe Boulevard, from S.R. 54 to the south boundary of the Project shall have been executed and a copy provided to Pasco County, together with a Disbursement Agreement between the Meadow Pointe III Community Development District (and such other community development districts as the County and the Developer determine to be appropriate) (the "**District**"), the County and the Trustee for the District that ensures that the Trustee is holding funds necessary to complete Meadow Pointe Boulevard in accordance with said contract, and that obligates the Trustee and the District to disburse said funds to pay for the completion of Meadow Pointe Boulevard as described in this Subsection (completed).

(b) Prior to the issuance of final plat approval by the Board of County Commissioners for the 1,748th dwelling unit and prior to preliminary/construction plan approval for any commercial entitlements, construction of Meadow Pointe Boulevard as described in Subsection E.11.a.(8)(i) [Now 5.m.(5).(b)] above shall have been completed and accepted by the County; the County shall have acquired all of the right-of-way for S.R. 56 in accordance with Subsection E.11.a.(6) [Now 5.m.(4)] above; the FDOT Reevaluation Study for S.R. 56 shall be completed and approved by FDOT and the FHWA; and the Disbursement Agreement exhibit to the DA shall have been executed.

(c) Other Site Related Improvements. The Developer has paid to the County a cash contribution in the amount of $871,007.00 toward the construction of those roadway and intersection improvements identified on Exhibit K attached hereto.

(d) The County and Developer acknowledge and agree that the improvements contemplated by this Subsection E.11.a(8) [Now 5.m.(5)] are site related improvements and any Developer expenses for such improvements are not eligible for credit against impact fees or the Proportionate Share amount.

(6) Default.

If the Developer fails to meet any of the time frames set forth herein for the Required Improvements, it shall be considered a default of this DO entitling the County to enforce the terms of the DA and Disbursement Agreement. Upon said default, or any other Developer default under the S.R. 56 Roadway Agreement or the D.A., Phase I development activities and the issuance of Phase I permits, certificates of occupancy, plats and other development approvals for any development beyond 1,747 dwelling units in Phase I shall cease until the Required Improvements has been recommenced, or the default cured, to the satisfaction of the County. Upon any other default under this DO, Phase I development activities and the issuance of Phase I permits, certificates of occupancy, plats and other development approvals shall cease until the default has been cured to the satisfaction of the County. The Developer further agrees that it has no vested right in any development approval, plat or permit issued after an uncured event of default of this Development Order or the D.A. 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.

(7) Force Majeure. In the event that the performance by the Developer of the commitments set forth in this DO shall be interrupted or delayed by war, riot, civil commotion or natural disaster, then the Developer shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Further, in the event that performance by the Developer of the commitments set forth in this DO shall be interrupted or delayed in connection with acquisition of necessary governmental approvals for the construction of the required improvement and which interruption or delay is caused through no fault of the Developer, then the Developer shall submit documentation regarding such event(s) to Pasco County and TBRPC for their review and concurrence. If such documentation shows that such event(s) have taken place, then the Developer 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 DO.

(8) Design Standards.

(a) All improvements shall be designed in a manner and to the

standards normally used by the entity, which will ultimately be responsible for the maintenance of the transportation facility.

(b) All access improvements, number of access points, spacing, and geometry of access points shown on Map H, attached hereto as Exhibit E, shall be subject to compliance with the provisions of the County's and the Florida Department of Transportation's (FDOT) access-management regulations. The Applicant/Developer shall design, permit, construct, and acquire right-of-way for such improvements at its sole expense. The Applicant/Developer shall be responsible for construction of all access improvements for the Project, unless otherwise approved by the DRC, prior to or concurrent with construction of infrastructure improvements to serve the portions of the Project necessitating such improvements as determined by the County at the time of preliminary site plan approval, and/or at the time of the issuance of Access Permits for the Project except where the DA, if required, provides a different deadline for such construction. At each preliminary plan/preliminary site plan approval, the DRC or Development Review Division may also require further site-access/site-related intersection improvements and site-access/site-related roadway improvements. The need and analysis for turn lanes, traffic signals, turn-lane lengths, and other site-access/site-related improvements shall also consider future DRI and non-DRI traffic that will utilize the same site-access/site-related improvements. Except where specifically allowed pursuant to this DO or DA, if required, these improvements are not creditable against the proportionate-share dollar amount, mitigation obligation of the development, or creditable against the TIF requirements of the development

(9) Payment of Impact Fees and Impact Fee Credits. The Developer shall pay transportation impact fees (TIF) and be eligible for transportation impact fee credits or reimbursements in accordance with the Pasco County Transportation Impact Fee Ordinance, as amended (the “Impact Fee Ordinance”), the S.R. 56 Roadway Agreement, the DA and this DO.

(10) Zoning Conditions. Within the boundaries of Pasco County’s jurisdiction, all conditions of the Master Planned Unit Development (“MPUD”) and General Commercial zoning approved on October 21, 1985 and on December 12, 1989, as same has been or may be amended from time to time, shall remain in effect. If there is a conflict between these zoning conditions and the provisions of this DO or the DA, then the Developer shall file an application to amend the zoning conditions accordingly.

(11) Transportation Systems Management.

(a) The Applicant shall prepare and implement a Transportation Systems Management (“TSM”) program upon issuance of certificates of occupancy for Phase II development which will divert a number of vehicle trips from the PM peak hour which is consistent with the assumptions used to prepare the Phase II traffic analysis. The plan shall be reviewed by Pasco and Hillsborough Counties, the Hillsborough Area Regional Transit Authority, the Pasco MPO, the TBRPC and DOT, as appropriate.

(b) The TSM program shall include a yearly assessment of the actual

achievement of vehicle trips diverted from the peak hour as a result of the TSM measures. This assessment shall also include sufficient and appropriate documentation for all diversions claimed as a result of implementation of each TSM measure. Results of the TSM program shall be included in the annual report.

(c) If the annual report indicates that the total trip diversions identified in the Application are not being met, Pasco County shall conduct a substantial deviation determination pursuant to Subsection 380.06(19), Florida Statutes, as amended, and amend the Development Order to change TSM objectives and/or require additional roadway improvements. The results of the TSM study may serve as a basis for the Developer or reviewing agencies to request DO amendments.

(d) In addition, this TSM program shall be developed in cooperation with DOT, the Pasco and Hillsborough MPOs, the Hillsborough Area Regional Transit Authority and TBRPC. This program shall seek to implement and will be measured by the TSM objectives and policies set forth in the Florida Transportation Plan and shall include, but not be limited to:

"Policy: Promote ridesharing by public and private sector employees.

OBJECTIVES:

- Increase urban area peak hour automobile occupancy rates by 10% by 1995 through expanded ridesharing efforts.
- Increase peak hour occupancy rates for transit and other high occupancy vehicles by 20% by 1995."

(12) Traffic Monitoring.

(a) Phase I of the development shall not be allowed to generate more than 1,977 inbound and 1,339 outbound p.m. peak-hour trips for the total of 3,316 p.m. peak-hour trips. Each preliminary plan/preliminary site plan and DRI annual report shall summarize the cumulative development quantities, including the counted number of p.m. peak-hour external inbound and outbound trips, pursuant to the following paragraph, for the already built portion of development and the calculated p.m. peak-hour external inbound and outbound trips to be generated by the proposed preliminary plan/preliminary site plan using the latest Institute of Transportation Engineers trip generation rates or rates as approved by Pasco County.

(b) Prior to final plat approval for the 1,748th residential unit and prior to preliminary/construction plan approval for any Phase I commercial entitlements, an annual monitoring program to provide p.m. peak-hour counts at the project entrances shall be instituted to verify that neither the total projected number of external trips (3,316) nor total inbound trips (1,977) nor outbound trips (1,339) are exceeded for the development. Counts will continue on an annual basis through build-out. This information shall be supplied in each required annual report. If an annual report is not submitted within 30 days of its due

date, or if the annual report indicates that the total trips exceed projected counts by more than 15%, Pasco County shall conduct a substantial deviation determination and may amend this DO to change or require additional roadway improvements. The results of the study may also serve as a basis for the Developer or reviewing agencies to request DO amendments.

(c) If the variance is determined to be a substantial deviation, the revised transportation analysis required pursuant to Subsection 380.06(19), Florida Statutes, as amended, will be based upon results of the monitoring program and agreements reached at another transportation methodology meeting to be held prior to the preparation of the new analysis.

(13) Conceptual Approval. Phases II through IV of Wesley Chapel Lakes, as proposed in the Application, are conceptually approved and are subject to review pursuant to Chapter 380, Florida Statutes, as amended, of the transportation impacts of each phase and shall require a DO amendment to identify the impacts of each phase and to establish the conditions for mitigating or curing these impacts consistent with the Florida Statutes and Rules in effect at the time each Phase receives specific approval.

(14) Chancey Road.

The Developer has dedicated up to 140 feet of right-of-way for the Chancey Road Extension within 180 days of the County's written request. The Developer shall be given a credit in Phase II or subsequent phases against its transportation impact fees and/or proportionate share contribution (or similar exaction) to the extent that its right-of-way contribution exceeds 120 feet, if such credits are authorized pursuant to Pasco County ordinance. Unless otherwise approved by the Development Review Committee, the Developer shall complete construction of the first two (2) lanes of Chancey Road within the Project prior to the first of the following to occur: a) as necessary to serve adjacent development; or b) prior to December 31, 2013; or c) within one (1) year of Chancey Road being built to the western boundary of the Project.

(15) Access Management:

(a) Prior to any site plan approval along S.R. 54, or after the time that the final design for the improvements to S.R. 54 is 60% complete, whichever occurs sooner, the County may request that the Developer deed to the County up to 55 feet of right-of-way (for a total of 105 feet of right-of-way from the centerline) along S.R. 54 for the length of the project, and the Developer shall convey such right-of-way within 180 days after such request based upon a legal description and survey therefore provided by Pasco County.

(b) Vehicular access to the two C-2 General Commercial zoned areas along S.R. 54 that are not within the MPUD Master Planned Unit Development rezoning shall be limited to one access each on S.R. 54, subject to FDOT approval. Access to the Meadow Pointe Boulevard road shall be considered at the time of the site plan review.

n. Educational Facilities

(1) The Developer has, pursuant to a separate agreement, conveyed real property for a school site to the District School Board of Pasco County which is depicted on Map H. The County and School Board shall, by separate agreement, provide for access and utilities to the school site.

(2) School concurrency requirements as may be adopted by the County in the future are not waived nor satisfied by this DO approval. The Applicant/Developer shall be required to comply with all provisions of a subsequently adopted School Concurrency Ordinance and the requirements to provide for school capacity as mandated by such ordinance, unless the Project is vested pursuant to such ordinance.

o. Parks and Recreation

(1) District Park Site. The Owner/Developer has conveyed to the County a District Park Site of 62.550 acres, 45.23 of acres shall be eligible for credits against the land portion of the parks and recreation impact fee, subject to the requirements of the Parks and Recreation Impact Fee Ordinance. For purposes of parks and recreation impact fee credits, the acreage dedicated shall be valued at Seventeen Thousand and 00/100 Dollars ($17,000) per upland acre. The County agrees to pay the Developer $17,000 per upland acre for 4.77 acres of uplands within thirty (30) days of an acceptable conveyance. The Owner/Developer, at its sole expense, has permitted and completed all wetland mitigation to obtain fifty (50) contiguous, developable, upland acres. All conveyances shall be in accordance with Pasco County Real Estate Division requirements, free and clear of all liens, excluded from the boundaries of all special districts, and exempt from covenants and deed restrictions.

(2) Required Park Land Contributions. The County agrees that compliance with the requirements of this Section E.12. [Now 5.o.(2)] fully satisfy the obligations of the Project to provide or contribute district park lands under current and future Pasco County ordinances regarding such obligations. However, these requirements shall not affect any obligations of the Project relating to neighborhood parks, or any obligation of the Project to pay applicable Parks and Recreation impact fees if no credit is available pursuant to this Section E.12 [Now 5.o.(2)] and the Parks and Recreation Impact Fee Ordinance.

(3) Frontage Road. The Owner/Developer shall design and construct two (2) lanes (2-way) of frontage road from the eastern boundary of the MPUD/DRI to Meadow Pointe Boulevard to allow access to the district park site from Meadow Pointe Boulevard. The frontage road shall be located within the right-of-way for S.R. 56 for that portion of the common boundary between the district park site and the

right-of-way for S.R. 56, unless the County Parks and Recreation Department agrees to allow the frontage road within the district park land. The frontage road shall be designed and constructed as a reverse frontage road outside of the S.R. 56 right-of-way as it approaches Meadow Pointe Boulevard in accordance with FDOT and County access management requirements, and the reverse frontage road portion of the road shall be located on the retail site at the northeast corner of Meadow Pointe Boulevard and S.R. 56 (the "Retail Parcel"). The portion of the frontage road located within the right-of-way for S.R. 56 shall be designed in accordance with roadway sections which are mutually agreeable to the Developer, FDOT and the County. Any portion of the frontage road which is located outside of the right-of-way for S.R. 56 shall be designed and constructed to include a minimum 24-foot wide paved section with two (2) 12-foot wide (2-way) travel lanes. Such design and construction shall be completed or bonded by the Owner/Developer prior to or concurrent with the issuance of the first building permit within the Retail Parcel in Wesley Chapel Lakes DRI or in the Wyndfields MPUD adjacent to the east end of the district park site and S.R. 56, or completed prior to December 31, 2013, whichever occurs sooner. If a roadway conveyance or the District Park Conveyance creates a strip of land between the proposed access roads and the District Park Site, the Applicant/Developer shall be required to adjust or provide additional conveyances as requested by, and at no cost to the County.

p. Health Care

Wesley Chapel Lakes is encouraged to set aside an appropriate amount of its proposed commercial and office development for health-care related establishments, including primary-care physician offices and a health clinic.

q. Police/Fire

(1) Level of Service. Pasco County shall provide fire, police and EMS services to the development. Prior to the issuance of building permits, the Applicant shall demonstrate that service to the development will not result in a lowering of any level of service below the acceptable levels established by Pasco County policies. Pasco County reserves the right to have the Applicant contribute a prorata share of all capital improvements/facilities necessary to offset the impact of the development including the payment of any impact fees which may be enacted by the Commission.

(2) Impact Fees. Wesley Chapel Lakes shall be subject to the provisions of a fire protection/emergency medical service impact fee ordinance should such an ordinance be enacted by the Commission.

(3) Fire Codes. Wesley Chapel Lakes shall be designed and constructed to meet or exceed state and local fire codes and regulations. Prior to the issuance of building permits, the Applicant shall provide assurance that the buildings, excluding residential or other buildings not otherwise required to be sprinklered, will be supplied with sprinkler systems and shall provide assurance that functioning fire hydrants, in sufficient number and appropriate locations to accommodate fire-fighting operations, will be

provided.

r. Housing

(1) Compatibility. The development has compatible densities with neighboring jurisdictions. Any amendment to the Master Development Plan shall maintain compatible densities with neighboring jurisdictions.

(2) Handicapped Access. Wesley Chapel Lakes shall encourage the development of some living units (with a varying number of bedrooms) as accessible units for the handicapped.

(3) Annual Report. Each annual report shall include updated information on the actual prices and rents of housing units constructed relative to the then-current Department of Housing and Urban Development affordable housing guidelines.

(4) Range of Services. Wesley Chapel Lakes, in its marketing efforts, shall promote a broad range of services to meet the needs of the project's anticipated residential mix.

(5) HAIP. In order to ensure that people will find adequate housing opportunities reasonably accessible to their places of employment, the Developer shall, prior to Phase II approval, conduct an analysis of the housing needs to be created by the development and determine the availability of adequate housing proximate to or otherwise reasonably accessible to the development. This analysis and determination shall be accomplished using a methodology approved by the DCA. If such analysis indicates that the development will create a substantial need for adequate housing that is not being provided by other residential development proximate to the development or if such an analysis indicates that the development would not substantially further the creation of adequate housing opportunities reasonably accessible to places of employment, then the Developer shall prepare a Housing Affordability and Implementation Plan ("HAIP") and adopt the HAIP as an amendment to this Development Order. The HAIP shall comply with the goals and standards established in FRCRPP, the Comprehensive Plan, and all applicable rules and policies established by the state land planning agency prior to the commencement of the development. At a minimum, the HAIP shall contain:

(a) Specific provisions for off-site housing within proximate distance of the development.

(b) Specific mechanisms for HAIP implementation.

(c) Provisions to ensure continued adequacy of units provided.

(d) Monitoring provisions.

(e) Location and placement of adequate housing units.

(f) An assessment of the HAIP and its relationship to the local comprehensive plan in regard to the need for adequate housing.

In addition, the HAIP also contain:

(g) Proposed provisions for crediting the Developer for activities that address adequate housing opportunities.

(h) Proposed Developer incentives for providing adequate housing opportunities such as density bonuses, density transfers, alternative or expedited development review, or partial or full fee waivers.

s. Vegetation and Wildlife

(1) Listed Species. In the event that any species listed in Sections 39-27.003-.005, F.A.C., are observed frequenting the site for nesting, feeding, or breeding, proper protection/mitigation measures shall be employed immediately in cooperation with the Florida Game and Fresh Water Fish Commission ("FGFWFC").

(2) Gopher Tortoise Habitat. Prior to any development on the site, an appropriate upland preservation area shall be designated upon the Master Development Plan for Wesley Chapel Lakes for gopher tortoise habitat. This habitat area may be a joint use area with the review of FGFWFC. Other mitigative measures may be implemented with the consent of FGFWFC.

t. Entrepreneurship and Small Business

The Developer shall promote entrepreneurship and small and minority-owned business startups and provide for non-discriminatory employment opportunities within the development.

6. General Conditions

a. Subsidence. Potential buyers of Wesley Chapel Lakes property shall be informed as may be required by Florida law of the property's potential for subsidence prior to closure of the purchase.

b. Commercial Nodes. Commercial uses in residential areas of Wesley Chapel Lakes shall be limited to nodes pursuant to Pasco County's "Local Guidelines for Commercial Uses."

c. TBRPC Fees. Any outstanding amounts for initial review by TBRPC shall be paid with 15 days after proper, detailed, billing. Payment for any future activities of the TBRPC with regard to this development including, but not limited to, monitoring of enforcement actions, shall be paid to the TBRPC by the Developer in accordance with the DRI Fee Schedule.

d. Excess Infrastructure. Excess infrastructure capacity constructed to serve later phases of the development shall be at the Developer's risk and shall not vest later phase development rights.

7. Procedures

(a) Monitoring. Monitoring of this development shall be by the Department at the time of the annual report submittal and by the DRC during review of the development approvals.

(b) Annual Report. The Developer shall provide an annual report on DCA Form BLWM-07-85 to the Department, the TBRPC, and the DCA or their successor agencies, on December 19, the anniversary date of final adoption, of each year during the term of this Development Order.

(c) Compliance. If the annual report is not submitted within 30 days after the due date, Pasco County shall notify the Developer and shall declare the project not to be in compliance with the Development Order. Should the report not be submitted within 30 days after such notification, all ongoing development activity, further issuance of building permits, and extension of services to the project shall cease immediately, pursuant to Section 380.06(17), Florida Statutes, as amended, until a public hearing has been held, pursuant to Section 380.06(19), Florida Statutes, as amended, to determine if a substantial deviation has occurred.

(d) Successor Developer. Should the Developer divest himself of all interest in Wesley Chapel Lakes prior to the expiration of this Development Order, the Developer shall, subject to approval by Pasco County, designate the successor entity to be responsible for preparation of the annual report.

8. Amendment/Substantial Deviations

Proposed changes to this DO are subject to review pursuant to the provisions of Section 380.06(19), Florida Statutes, as amended, prior to implementation of such changes. Application to amend any provision of this DO shall be made on the required form (NOPC to a Previously Approved DRI), and shall be provided by the Applicant/Developer to the TBRPC, FDCA, and the County

9. Notice of Adoption.

a. Filing. A notice of Adoption of this Resolution shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(15)(f), Florida Statutes, as amended.

b. Distribution. The Clerk of the Board of County Commissioners shall return 4 executed originals of this Development Order and one executed original Notice of Adoption to the Planning and Growth Management Department. The Planning and Growth Management Department shall then send out the originals to the DCA and TBRPC, and to attorneys of record in these proceedings.

c. The DO shall be deemed rendered upon transmittal of copies to all recipients identified in Chapter 380, Florida Statutes

10. Severability.

Each provision of this DO is material to the Board of County Commissioners approval of this DO. Accordingly, the provisions are not severable. In the event any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid by a body with jurisdiction to make such

determination, the remainder of the resolution shall be suspended until such time that the Board of County Commissioners modifies the DO to address the illegal or invalid provision; provided, however, that such suspension shall not exceed nine (9) months in duration and such determination shall not affect the validity of 1) DRI entitlements for which a complete application has been submitted, or approval has been received, for a preliminary plan, preliminary site plan, plat, construction plan, Building Permit, or CO; or 2) any DRI mitigation committed to or performed as of the date the determination is made. Notwithstanding the foregoing, the resolution shall not be suspended if the Applicant/Developer and all affected successors or assigns agree to abide by all of the provisions of the resolution until an NOPC is adopted to modify the DO in order to address the illegal or invalid provision. NOPCs to the DO shall not be considered challenges to the DO, and decisions by the Board of County Commissioners regarding any NOPC or the like shall not have the effect of suspending the DO under any circumstances. Notwithstanding the foregoing, if a third party challenges any section, subsection, sentence, clause, or provision of this resolution and the challenged portion of the resolution is subsequently declared illegal or invalid, the resolution 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 Applicant/Developer shall cooperate with the County to amend this resolution to address the portion which has been declared invalid or illegal..

DONE AND RESOLVED this 11 day of January, 2011.

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

PAULA S. O'NEIL, CLERK & COMPTROLLER

ANN HILDEBRAND, CHAIRMAN

APPROVED

JAN 11 2011

BOCC

EXHIBITS

Exhibit A	Application for Development Approval, Sufficiency Responses and the NOPC Application*
Exhibit B	TBRPC Final Report* and NOPC Report
Exhibit C	Legal Description
Exhibit D	Developer's Commitments
Exhibit E	Master Plan/Map H
Exhibit F	Preservation Conservation Map
Exhibit G	Proportionate Share
Exhibit H	S.R. 56 Agreement*
Exhibit I	Amended and Restated WCL Development Agreement*
Exhibit J	Wyndfields Agreement*
Exhibit K	Roadway Intersection Improvements

* incorporated by reference and on file with the Planning & Growth Management Department

EXHIBIT A

Application for Development Approval, Sufficiency Responses and the NOPC Application*

* Incorporated by reference and on file with the Planning and Growth Management Department.

EXHIBIT B

TBRPC FINAL REPORT* and NOPC REPORT

* Incorporated by reference and on file with the Planning and Growth Management Department.

EXHIBIT C

LEGAL DESCRIPTION

Legal Description

A portion of Section 10; a portion of Section 15; a portion of Section 22; the West 780.00 feet of Section 26; Section 27 less the North 815.00 feet of the West 270.00 feet thereof; the West 780.00 feet of Section 35; that portion of Section 34 lying North of the Northerly right-of-way line of Strickland Road and a portion of the Southeast 1/4 of Section 33, all lying in Township 26 South, Range 20 East, Pasco County, Florida being further described as follows:

Commence at the Northeast corner of said Section 27, also being the Northwest corner of said Section 26 for a point of beginning; thence run north 89°55'08" west, 1833.08 feet Along the North boundary line of said Section 27, also being the South boundary line of Fox Ridge-Plat one as shown on Plat recorded in Plat Book 15, Pages 118 through 120 inclusive and the South boundary line of Fox Ridge-Phase two unit two as shown on Plat recorded in Plat Book 19, Pages 36 through 41 inclusive of the public records of Pasco County, Florida; thence North 00°00'22" East, 917.55 feet along the Westerly boundary line of said Fox Ridge Phase Two, Unit Two; thence South 89°59'38" East, 261.58 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 148.67 feet along said Westerly boundary line; hence North 00°00'22" East, 581.00 feet along said Westerly boundary line; thence South 89°59'38" East, 148.67 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 581.00 feet along said Westerly boundary line; thence South 89°59'38" East, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 290.50 feet along said Westerly boundary line; thence North 89°59'38" West, 150.00 feet along said Westerly boundary line; thence North 00°00'22" East, 480.00 feet along said Westerly boundary line; thence North 02°34'00" East, 163.79 feet along said Westerly boundary line; thence North 07°03'20" West, 139.09 feet along said Westerly boundary line; thence North 19°22'38" West, 118.30 feet along said Westerly boundary line; thence 41.32 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 62.50 feet, a chord of 40.57 feet bearing North 38°30'17.9" East; thence 22.28 feet along the arc of a curve concaved to the right along said Westerly boundary line, having a radius of 25.00 feet, a chord of 21.55 feet bearing North 45°05'42.5" East, thence North 70°37'22" East, 221.95 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 221.95 feet along said Westerly boundary line; thence 22.28 feet along the arc of a curve concave to the right along said

Westerly boundary line, having a radius of 25.00 feet, a chord of 21.58 feet bearing North 83°50'58.8" West; thence 30.41 feet along the arc of a curve concaved to the left, along said Westerly boundary line, having a radius of 62.50 feet, a chord of 30.11 feet bearing North 72°15'37.1" West; thence North 19°22'38" West, 446.82 feet along said Westerly boundary line; thence North 70°37'22" East, 265.40 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 126.56 feet along said Westerly boundary line; thence North 19°22'38" West, 333.79 feet along said Westerly boundary line; thence North 71°20'47" East, 266.19 feet along said Westerly boundary line; thence North 19°22'38" West, 382.90 feet along said Westerly boundary line; thence 156.92 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 920.00 feet, a chord of 156.73 feet bearing north 78°30'33.1" East; thence North 70°37'22" East, 157.12 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 138.34 feet along said Westerly boundary line; thence North 00°20'59" East, 238.36 feet along said Westerly boundary line; thence South 77°04'41" West, 1159.01 feet along the Southerly boundary line of Fox Ridge Phase Two Unit Four as shown on Plat recorded in Plat Book 19, Pages 113, 114, and 115 of the Public Records of Pasco County, Florida; thence South 19°22'38" East, 159.38 feet along aforesaid Southerly boundary line; thence North 89°39'01" West, 190.00 feet along aforesaid Southerly boundary line; thence South 07°52'46" East, 264.78 feet along aforesaid Southerly boundary line; thence South 70°37'22" West, 155.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right, along aforesaid Southerly boundary line; having a radius of 25.00 feet, a chord of 35.36 feet bearing North 64°22'38.1" West; thence South 70°37'22" West, 60.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right along aforesaid southerly boundary line, having a radius of 25.00 feet, a chord of 35.36 feet bearing South 25°37'22" West; thence South 70°37'22" West, 173.30 feet along aforesaid Southerly boundary line; thence 141.39 feet along the arc of curve concaved to the right along aforesaid Southerly boundary line, having a radius of 417.94 feet, a chord of 140.72 feet bearing South 80°18'52" West; thence North 00°00'22" East, 978.93 feet along the West boundary line of said Fox Ridge Phase Two Unit Four; thence North 00°20'59" East, 3962.43 feet along aforesaid West boundary line and its North extension, also being the West boundary line of Fox Ridge Phase Two Unit Three and its North and South extension as shown on Plat recorded in Plat Book 19, Pages 42 through 45 inclusive of the public records of Pasco County, Florida; thence North 89°32'44" East, 1280.00 feet; thence North 00°23'46" East, 504.21 feet along the West boundary line of Fox Ridge Phase Two Unit one as shown on Plat recorded in Plat Book 18, pages 61 through 64 inclusive of the public records of Pasco County, Florida; thence South 89°29'04" West, 497.71 feet;

EXHIBIT "A"

thence North 00°23'46" East, 1433.31 feet to a point on the Southerly right-of-way line of County Road No. 54 as now established; thence North 84°23'47" West, 1331.53 feet along said southerly right-of-way line; thence South 00°03'51" West, 1200.29 feet; thence South 00°26'12" West, 1321.74 feet along the approximate maintained centerline of Smith Road and its South extension is now established; thence South 89°31'38 West, 167.88 feet; thence South 57°42'55" West, 337.80 feet; thence South 62°34'40" West, 929.92 feet; thence South 19°39'09" West, 177.19 feet to a point on the West boundary line of said Section 15; thence South 00°23'19" West, 3192.61 feet along the West boundary line of said Section 15 to the Southwest corner of said Section 15, also being the Northwest corner of said Section 22; thence South 00°03'23" West, 3678.07 feet along the West boundary line of said Section 22; thence South 89°55'06" East, 270.00 feet; thence South 00°03'23" West, 1600.00 feet parallel to the West boundary line of said Section 22; thence South 00°15'55" West, 815.00 feet parallel to the West boundary line of said Section 27; thence North 89°55'06" west, 270.00 feet to a point on the West boundary line of said Section 27; thence South 00°15'55" West, 4472.16 feet along the West boundary line of said Section 27 to the Southwest corner of said Section 27, also being the Northwest corner of Section 34; thence South 00°10'16.5" West, 3969.28 feet along the West boundary line of said Section 34 also the East boundary line of said Section 33; thence North 89°53'20" West, 1340.04 feet; thence South 00°10'00" West, 1264.47 feet to a point on the Northerly right-of-way line of Strickland Road as now established; thence North 73°44'23" East, 185.90 feet along said Northerly right-of-way line; thence North 84°27'34" East, 68.25 feet along said Northerly right-of-way line; thence South 74°53'42" East, 466.42 feet along said Northerly right-of-way line; thence North 89°58'16" East, 502.09 feet along said Northerly right-of-way line, also being the South boundary line of said Section 33; thence North 63°12'07" East, 1182.47 feet along said Northerly right-of-way line; thence North 87°58'49" East, 1413.82 feet along said Northerly right-of-way line; thence South 76°37'16" East, 2500.05 feet along said Northerly right-of-way line to a point on the South boundary line of the Southeast 1/4 of said Section 34; thence North 89°58'34" East, 579.61 feet along the South boundary line of the Southeast 1/4 of said Section 34 to the Southeast corner of said Section 34, also being the Southwest corner of said Section 35; thence North 89°54'26" East, 780.00 feet along the South boundary line of the Southwest 1/4 of said Section 36; thence North 00°09'14" East, 5288.57 feet parallel to the West boundary line of said Section 35 to a point on the North boundary line of said Section 35, also being a point on the South boundary line of said Section 26; thence North 00°15'13" East, 5281.398 feet parallel to the West boundary line of said Section 26 to a point on the North boundary line of said Section 26, also being the Southeast corner of said Fox Ridge-Plat One; thence North 89°58'09" West, 780.00 feet along the North boundary line of said Section 26, also being the South boundary line of said Fox Ridge-Plat One to the point of beginning. Subject to easements and rights-of-way of record.

EXHIBIT "A"
3 OF 5

PARCEL 1:

The NW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 16; all in Township 26 South, Range 20 East, PAsco County, Florida.

PARCEL 2:

The NE 1/4 of the SE 1/4 of the NE 1/4 of Section 16, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 3:

All that part of the SW 1/4 of the NW 1/4 lying North and West of graded road in Section 15, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 1:

A tract of land lying in Section 10, Township 26 South, Range 20 East, Pasco County, State of Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence continue along the previous course, a distance of 558.99 feet to a point intersecting the Southerly right-of-way line of S.R. No. 54 (100' R/W); thence run S. 64°23'47" E., along the aforementioned right-of-way, a distance of 550.0 feet to a point; leaving said right-of-way, run S. 0°23'46" W., a distance of 316.50 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to the Point of Beginning.

PARCEL 2:

A tract of land lying in Section 10 and Section 15, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence run N. 89°30'34" E., a distance of 497.71 feet to a point; thence run S. 0°23'46" W., a distance of 875.21 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to a point; thence run N. 0°23'46" E., a distance of 875.21 feet to the Point of Beginning.

Containing 2149.590 acres more or less.

EXHIBIT "A"

4 OF 5

TOGETHER WITH:

IN TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA:

Section 33: The SW ¼ of SE ¼, and the E ½ of SE ¼ of SE ¼, and the triangular SE ½ of SE ¼ of NE ¼ of SW ¼ and the triangular SW ¼ of S½ of NW ¼ of SE ¼ and that part of the SE ¼ of SE ¼ lying South of the road.

Section 34: That part of the S ½ lying South of the road.

Containing 118 acres, more or less.

EXHIBIT D

DEVELOPER’S COMMITMENTS

DRI #166 - WESLEY CHAPEL LAKES

DEVELOPER COMMITMENTS

The following are developer commitments set forth in the Application for Development Approval (ADA) and Sufficiency Response (SR) which shall be honored by the developer, except as they may be superceded by specific terms of the Development Order.

General Project Description

Most daily shopping, medical, and recreational needs will be provided on site and sensitively located and planned to meet the needs of project residents. Required handicapped standards will be met throughout the project as required by Pasco County. An internal pedestrian system is proposed linking these uses with the residential areas of the site. (SR, Pages 1-38, 1-39, Section 1.A.)

The developer will employ accepted transportation planning and engineering techniques in the site development of the tracts paralleling S.R. 54 in order to maximize the ease of ingress and egress while maintaining optimum levels of service. Every reasonable effort will be made to ensure compliance with the proposed access management plan for S.R. 54. (SR, Page 1-5, Section 1.A.)

The specific right-of-way width required for the realigned S.R. 54 will be worked out when the design is finalized. The applicant will work closely with FDOT at that time. (SR, Page 1-1, Section 1.F.)

The applicant will consider the possibility of incorporating child care facilities in the overall planning approach at the time of detailed site planning. (SR, Page 1-6, Section 1.A.)

ENVIRONMENTAL AND NATURAL RESOURCES

Air

Following finalization of the requested revisions to the Wesley Chapel Lakes transportation analysis, an air quality impact analysis will be conducted consistent with DER Guidelines. This analysis will be submitted as a separate report to TBRPC and DER. (SR, Page 1-7, Section 1.A.)

Mitigation measures to offset air quality impacts will be developed in coordination with DER during the air modeling process if project-generated traffic is determined to degrade air quality to levels below ambient air quality standards. (SR, Page 1-5, Section 1.B.)

EXHIBIT " D "

If the air quality impact analysis finds project-generated traffic to degrade air quality to levels below state and federal Ambient Air Quality standards, appropriate mitigative measures will be proposed to TBRPC and DER. (SR, Page 1-7, Section 1.A.)

If transportation and air analysis indicate the project will result in the violation of federal or state ambient air quality standards, measures to reduce congestion and facilitate traffic flow will be incorporated into the project (i.e., additional signalization or lineage on impacted roadways, mass transit system). (ADA, Page 13-3)

Land

In development areas where the water table will be lowered by implementation of the proposed drainage plan, natural hydroperiods and high and low water levels will be maintained in wetland areas. (ADA, Page 14-1)

Roadway soil conditions will be stabilized by using soil cement or by the placement of underdrains when necessary. (ADA, Page 14-1)

Temporary erosion control measures will be employed during project construction to minimize wind and water erosion. Dust control measures such as watering or the use of calcium chloride will be employed as needed. Permanent erosion control features such as permanent landscaping will be incorporated into the project at the earliest practicable time. (ADA, Page 14-2)

Soil borings will be taken in areas proposed for retention ponds or wastewater facilities and further testing will be conducted if warranted. Such facilities will not be constructed in areas determined to be unsuitable. (SR, Page 1-8, Section 1.A.)

Cut and fill analysis will be completed during the site engineering phases of development. (SR, Page 1-8, Section 1.A.)

Stormwater Best Management Practices will be implemented during construction to minimize soil erosion and any resultant degradation of receiving waters. (ADA, Page 22-5)

Water

Semi-annual (wet-season, dry-season) monitoring will be continued as performed in the baseline water quality study (ADA, Page 15-8), commencing with construction and continuing for two years following build-out of the project (SR, Page 1-2, Section 1.C.)

Only EPA approved herbicides, pesticides and fertilizers will be used on the golf course and associated development. Careful application of all chemicals and the surface water treatment/enhancement functions provided by on-site surface water treatment systems will prevent any significant impacts to the site's surface and groundwater quality. (SR, Page 1-10, Section 1.A.)

The application of approved fertilizers and/or pesticides will be completed by qualified grounds persons. (SR, Page 1-4, Section 1.C.)

The following surface water management features should provide adequate protection of the receiving ground and surface water quality:

1. The use of grassed swales for treatment and conveyance of urban stormwater runoff.

2. The incorporation of the site's existing on-site wetland areas into the water management system for retention as well as for treatment purposes.

3. The on-site retention of the first one-half inch of runoff or runoff from the first inch of rainfall, whichever is applicable.

4. The use of lakes to allow for surface water mixing and sedimentation of suspended solids prior to discharge.

5. The incorporation of a centralized wastewater collection system into the project to provide conveyance to an existing regional wastewater treatment plant. (ADA, Page 15-8)

No activities with the potential to degrade groundwater are anticipated on-site. The development is planned to be primarily residential, with no septic tanks. Proposed commercial activities will not generate hazardous wastes. (SR, Page 1-10, Section 1.A.)

During construction, wetlands will be protected by staking the perimeter with hay bales and the placement of turbidity screens. (SR, Page 1-11, Section 1.A.)

There will be no direct discharge of stormwater to sinkholes on site. (SR, Page 1-7, Section 1.B.)

Wetlands

Wetland impacts will be primarily limited to those resulting from proposed roadways and the golf course. The remaining wetlands, approximately 470 acres of wetlands, will generally be preserved. (SR, Page 1-12, Section 1.A.) (Developer clarification:...once established through final site plans for development pod, SWFWMD and ACOE jurisdictional determinations.)

Wetlands not proposed for impact as depicted on the master site plan have been designated as conservation or preservation areas. Additional wetland impacts on individual homeowner's lots are not anticipated. (SR, Page 1-3, Section 1.C.)

It is not the intent of the applicant to propose wetland impacts other than those generally illustrated on the conceptual Master Site Plan in individual development pods. Each development pod has been designed with areas adequate and necessary for the indicated development. (SR, Page 1-1, Section 1.D.)

Floodplains

No permanent structures in the development will be constructed below the 100-year flood levels. In areas where development will encroach upon the 100-year flood plain, compensation for lost storage of flood waters will be provided through additional storage in created lakes as detailed in the Master Drainage Plan. All finished floor elevations of buildings will be above the 100-year flood levels. (ADA, Page 17-1)

Prior to construction plans and permitting, the applicant will establish the 100-year base flood elevation as a requirement of the Conceptual Master Drainage Plan. (SR, 1-12, Section 1.A.)

Vegetation and Wildlife

The marsh where the Florida sandhill cranes were frequently observed will be preserved. (SR, Page 1-14, Section 1.A.)

Historical and Archaeological Sites

If any historical or archaeological resources are unearthed during construction, proper measures will be taken to notify the correct officials and construction activities will cease until the situation has been resolved (ADA, Page 19-1)

PUBLIC FACILITIES

Wastewater Management

Septic tanks are not planned for the project (ADA, Page 21-5)

Drainage

Treatment of stormwater runoff will occur by collection and filtration through excavated retention/detention systems (ADA, Page 22-1)

The post-development drainage system will utilize swales, storm sewer systems, culverts, and retention/detention lakes. It will also incorporate existing drainage swales, ditches and wetlands as much as possible. (ADA, Page 22-1)

These lakes will have filtration systems and weir structures and/or underdrain systems to maintain water levels, improve water quality and allow discharge at the appropriate pre-development rate. (ADA, Page 22-2)

All stormwater runoff will be directed via grassed swales and stormwater piping into retention/detention lakes. (ADA, Page 22-4)

Culverts at proposed road crossings will be utilized to maintain existing drainage patterns. (ADA, Page 22-5)

The stormwater management system proposed for Wesley Chapel Lakes will provide treatment of the required volume and will not commingle any untreated runoff. (SR, Page 1-15, Section 1.B.)

A homeowners' association(s) will be created which will assume the responsibility of maintaining the drainage system within residential areas. The golf course owners will maintain those systems inclusive of golf course acreage and Pasco County will be responsible for the park. (ADA, Page 22-6)

Water Supply

Non-potable water will be a combination of shallow irrigation wells and treated effluent. (SR, Page 1-5, Section 1.C.)

Sound engineering practices will be exercised during the design of the distribution systems to provide adequate fire protection even during times of heavy water usage within the development. This would include discerning the design flow and pressure requirements of the local fire-fighting authorities and performing numerical analyses of the proposed system to determine the appropriate line and pump sizes. (ADA, Page 23-5)

The potable water supply will be constructed by the developers, as each specific parcel of land is developed. (ADA, Page 23-4)

Solid Waste

The applicant will participate in any county-wide effort to recycle waste products. (SR, Page 1-22, Section 1.A.)

There is no industrial land use in the project, nor are there any land uses contemplated that will generate any industrial or hazardous wastes requiring special treatment. (ADA, Page 21-1.)

The developer intends to assure compliance with Chapter 84-223 Laws of Florida. (SR, Page 1-22, Section 1.A.)

Energy

Alternative energy sources will be used wherever feasible. (SR, Page 1-17, Section 1.B.)

The owner/applicant will encourage purchasers of individual development tracts to utilize construction techniques and building materials which can reduce the cost of construction, maintenance and energy consumption. (SR, Page 1-40)

Education

The applicant has generally agreed to reserve 15 acres for the Pasco County School Board to use as an elementary school site. (SR, Page 1-5, Section 1.B.)

The applicant and the School Board will be negotiating an elementary school site on Wesley Chapel Lakes property. (SR, Page 1-23, Section 1.A.)

An analysis of the estimated school tax and impact fee yield from Wesley Chapel Lakes during each phase of development, an estimate of the capital improvement costs that will be borne by the local government for installation of all public education facilities not provided by the developer and the availability of educational facility capacity for the students generated by Wesley Chapel Lakes at each phase of development, as needed, will be provided prior to DRI Final Report. (SR, Page 1-23, Section 1.A.) (Developer clarification: delete this commitment)

Recreation and Open Space

A letter from Pasco County providing the following information will be provided prior to the DRI Final Report.

- The County's intended improvements to the park site required to be donated by the developer on-site;
- The type of recreation activities anticipated to be accommodated at this park;
- When the park improvements are scheduled to be made by the County; and
- if there will be a reverter clause attached to the park site. (SR, Page 1-24, Section 1.A.)

A property owners' association will be formed to maintain the lakes, buffers, cypress areas and recreation areas not dedicated to Pasco County. (ADA, Page 27-1)

Passive recreational areas as well as the County parkland have been designed with the needs of children, the elderly and handicapped in mind to encourage use by all age groups. (SR, Page 1-25, Section 1.A.)

Transportation

The responsibility of the developer to contribute to the cost of necessary transportation improvements is understood by the applicant. (SR, Page 1-20, Section 1.B.)

The developer is proposing to pipeline his proportionate share of necessary roadway improvements for Phase I only. (SR, Page 1-20, Section 1.B.)

Housing

The owner/applicant commits to cooperate in any analysis of housing needs to determine the availability of adequate housing in the impact area of the development. This effort will be coordinated with the Florida Department of Community Affairs (DCA) and Pasco County and will seek to identify the need for adequate housing exceeding that to be provided at Wesley Chapel Lakes. If such an analysis indicates that a substantial need for adequate housing exists, and that Wesley Chapel Lakes is not providing housing which meets this need, the owner/applicant shall further cooperate in the preparation of a Housing Affordability and Implementation Plan (HAIP) which complies with the goals and standards of the FRCRPP, approved Pasco County CLUP, and applicable rules and policies established by DCA prior to the commencement of development. It is anticipated that this commitment will also address the regional need for low-to-moderate income housing as defined by the Department of Housing and Urban Development. (SR, Page 1-39, Section 1.A.)

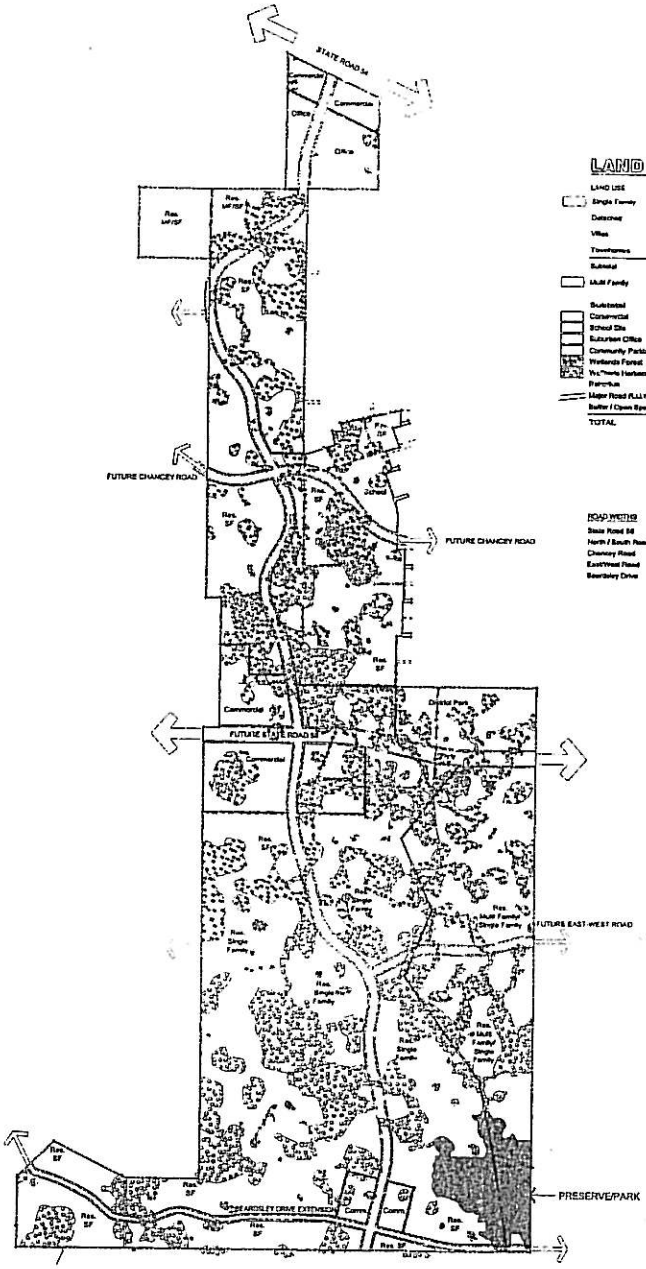
The gross residential densities of Wesley Chapel Lakes at build-out will be 2.1 dwelling units per acre (based on 2,150 acres and 4,520 units). (ADA, Page J2-3)

Commercial uses will not intrude into residential neighborhoods. (SR, Page 1-6, Section 1.A.)

Improvements made to parcels prior to sale to end users will include road surfacing, water and sewer systems, drainage systems, including the overall retention pond excavation detailed on Map G, electrical and phone connections. (ADA, Page J2-1)

EXHIBIT E

MAP H/MASTER PLAN



LAND USE SUMMARY

LAND USE	ACREAGE	DENSITY	UNITS
Single Family			
Detached			1721
Villas			812
Townhomes			1715
Subtotal	301.2	5.4	4258
Multi Family	18.2	10	182
Subtotal	319.4		4440
Commercial	13.5		
School Site	18		
Suburban Office	42		
Community Parkland	35.8		
Wetlands Forest	369		
Wetlands Herbaceous	407.1		
Preserve	180.5		
Major Road R.O.W.	147		
Buffer / Open Space	64.5		
TOTAL	1598	2.8	4440

ROAD WIDTHS

State Road 54	250' R/W
North / South Road	140' R/W
Chancey Road	140' R/W
East/West Road	122' R/W
Beardsley Drive	70' R/W

SCALE: 1" = 800'
DATE: 5/23/03
REV: 10/16/03
REV: 8/24/01
REV: 3/31/05
REV: 5/28/05
REV: 8/13/05

MEADOW POINTE III & IV
(f/k/a WESLEY CHAPEL LAKES)

HEIDT & ASSOCIATES, Inc.
Tampa ❖ Fort Myers

Tampa Office
2212 Swann Avenue
Tampa, Florida 33606
Phone: 813-253-5311
Pinellas: 727-442-8536
Pasco: 727-842-2401
FAX: 813-253-2478

MASTER SITE PLAN

MAP
H

EXHIBIT F

PRESERVATION CONSERVATION MAP

DRI #166
Wesley Chapel Lakes
Preservation/Conservation

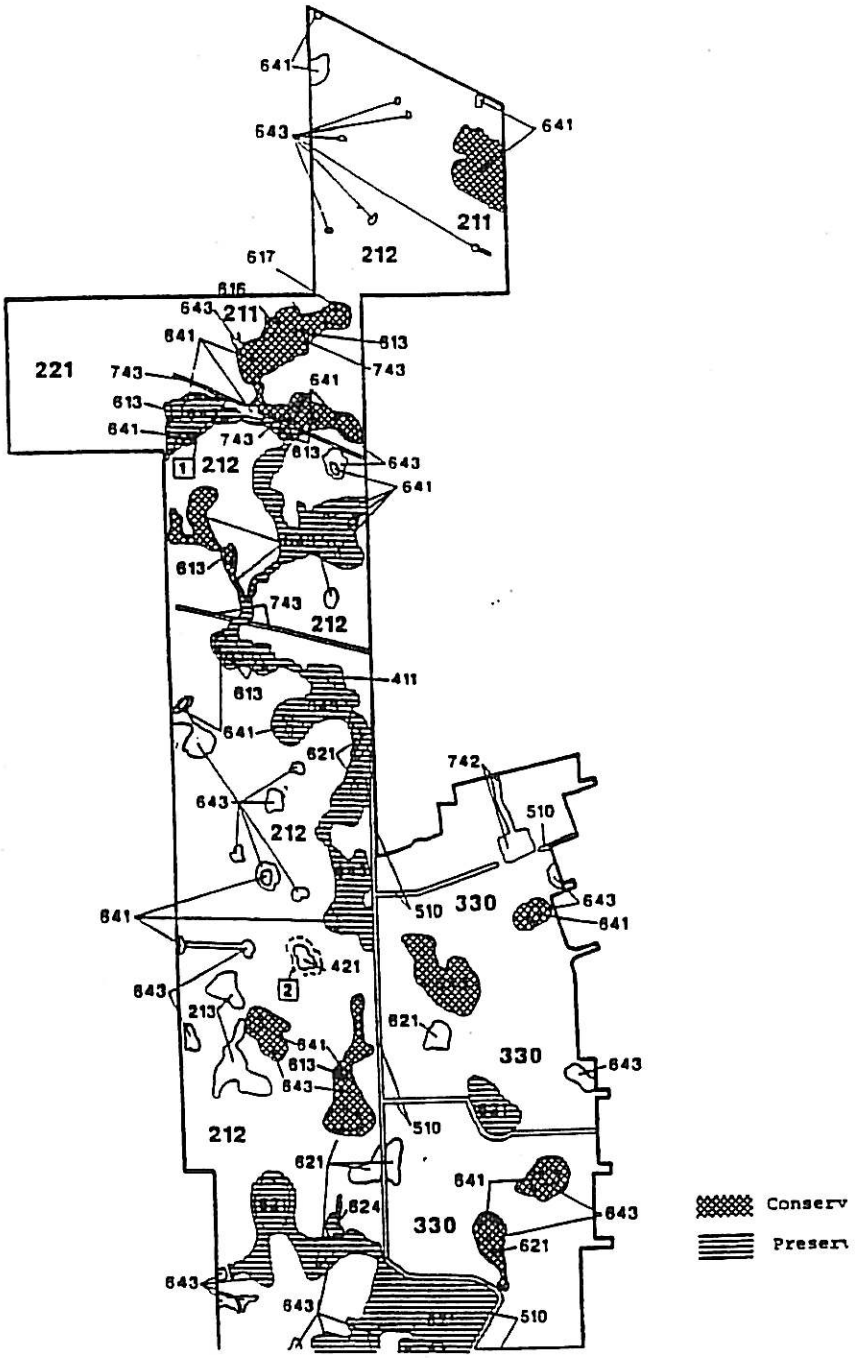


Exhibit "F"

DRI #166
Wesley Chapel Lakes
Preservation/Conservation

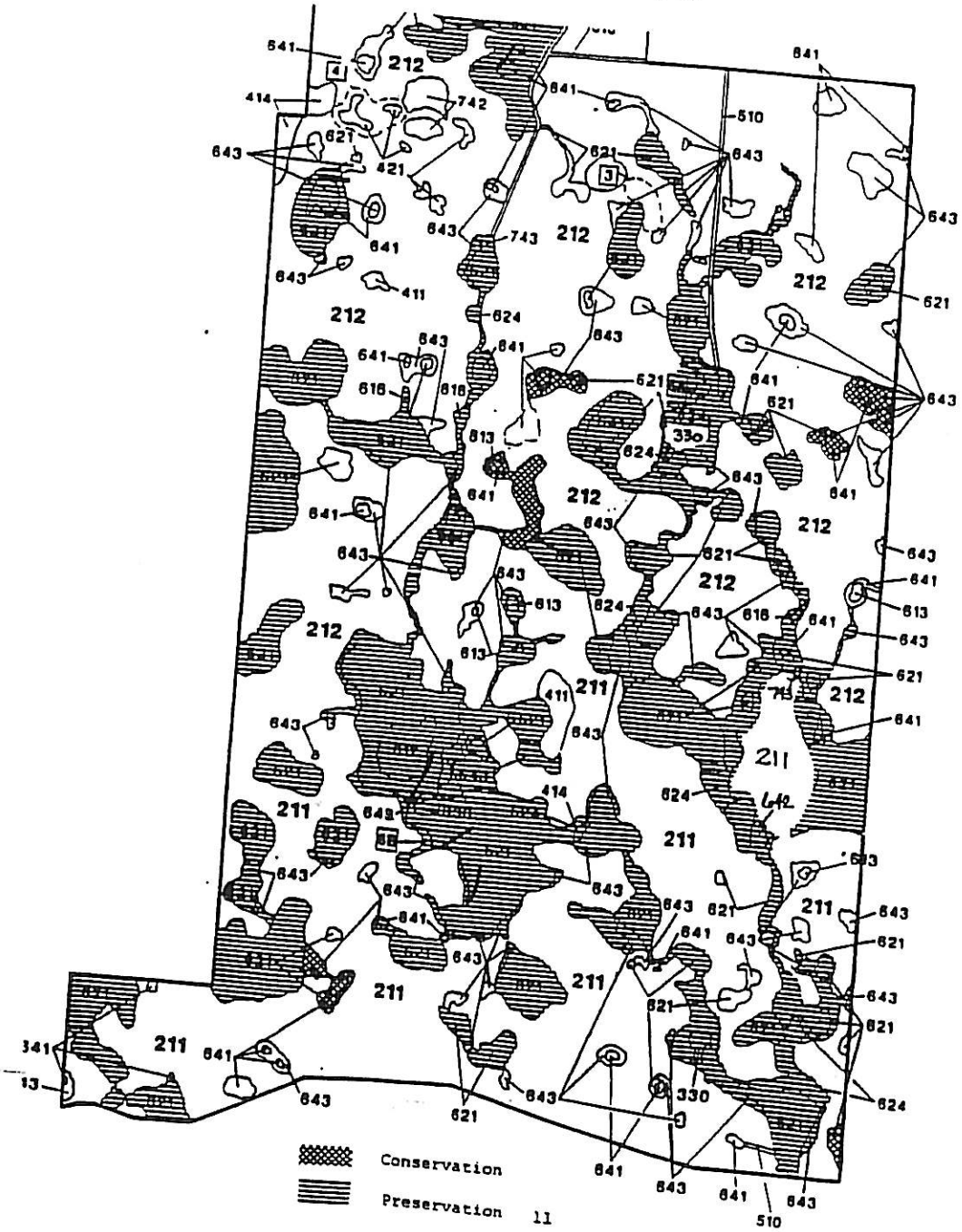


EXHIBIT G

PROPORTIONATE SHARE

EXHIBIT G
TABLE A

WESLEY CHAPEL LAKES PHASE 1
ROADWAY PROPORTIONATE SHARE COSTS
(REVISED 10/1/01)

	From	To	Project Traffic % OF Capacity NB/EB	Project Traffic % OF Capacity SB/WB	Total Traffic NB/EB	Total Traffic SB/WB	REQ'D LANES	NEW CAPACITY NB/EB	NEW CAPACITY SB/WB	OLD FORMULA FAIR SHARE % NB/EB	OLD FORMULA FAIR SHARE % SB/WB	COST/MILE NB/EB	COST/MILE SB/WB	LENGTH	OLD FORMULA FAIR SHARE COST NB/EB	OLD FORMULA FAIR SHARE COST SB/WB	OLD FORMULA FAIR SHARE COST TOTAL
CR 581	I 75	Donna Michell	7.45%	6.65%	5,168	3,827	8LF	6,930	6,930	2.53%	1.59%	$53,136,320	$53,136,320	0.30	$403,762.06	$253,754.20	$657,516.26
	Donna Michell	Highwoods	8.36%	7.39%	5,204	3,837	8LF	6,930	6,930	2.84%	1.77%	$3,136,320	$3,136,320	0.20	$17,826.27	$11,106.98	$28,935.25
	Highwoods	Hunters Green	12.68%	11.28%	5,980	2,522	8LF	6,930	6,930	4.31%	2.65%	$78,136,320	$78,136,320	0.20	$673,797.35	$413,520.16	$1,087,317.50
	Hunters Green	Cross Creek	12.68%	11.28%	4,517	2,338	6LF	5,080	5,080	6.71%	2.92%	$38,545,440	$38,545,440	0.40	$1,034,068.44	$450,272.19	$1,484,340.63
	Cross Creek	Pebble Creek	16.21%	14.41%	3,102	1,736	8LD	3,180	2,410	8.38%	0.00%	$2,840,823	$2,840,823	0.60	$142,858.42	$0.00	$142,858.42
	Pebble Creek	County Line Rd	23.30%	11.83%	2,010	2,124	6LD	2,110	2,780	0.00%	0.00%	$961,890	$961,890	1.30	$0.00	$0.00	$0.00
	County Line Rd	SR 56	9.89%	10.60%	1,545	1,409	4LD	1,850	1,410	0.00%	0.00%	$514,870	$514,870	1.00	$0.00	$0.00	$0.00
	SR 56	SR 54	5.90%	24.29%	1,434	685	4LD	1,850	1,410	0.00%	7.00%	$514,870	$514,870	3.10	$0.00	$111,674.70	$111,674.70
SR 54	Livingston Ave	SR 56	6.74%	2.70%	1,903	1,995	6LD	2,110	2,780	0.00%	0.00%	$1,134,168	$1,134,168	2.00	$0.00	$0.00	$0.00
	I 75	CR 581	11.99%	6.00%	1,540	1,896	6LD	2,110	2,780	0.00%	0.00%	$1,134,168	$1,134,168	0.30	$0.00	$0.00	$0.00
	CR 577	Project	58.55%	52.22%	1,377	1,063	4LD	1,750	1,330	52.08%	47.00%	$943,426	$943,426	1.00	$491,357.14	$443,410.22	$934,767.36
	Project	Morris Bridge Rd.	26.83%	54.34%	922	1,322	4LD	1,330	1,750	24.14%	35.15%	$943,426	$943,426	3.20	$728,863.97	$1,061,114.85	$1,789,978.82
	Morris Bridge Rd.	Coates Rd.	6.75%	28.10%	658	635	4LD	1,750	1,330	0.00%	0.00%	$943,426	$943,426	2.20	$0.00	$0.00	$0.00
SR 56	SR 54	I 75	7.16%	3.68%	1,590	2,136	6LD	2,110	2,780	0.00%	0.00%	$1,134,168	$1,134,168	0.90	$0.00	$0.00	$0.00
	CR 581	Project	49.43%	48.60%	784	684	2LU	1,230	930	0.00%	0.00%	$1,927,764	$1,927,764	3.20	$0.00	$0.00	$0.00
														TOTAL	$3,492,535.65	$2,744,853.31	$6,237,388.95

WESLEY CHAPEL LAKES PHASE 1
INTERSECTIONS PROPORTIONATE SHARE COSTS

INTERSECTION	% OF LOS CONSUMED	IMP. COST	PROPORTIONATE SHARE COST
CR 581 @ COUNTY LINE RD.			
ADD SOUTHBOUND LEFT	13.3	$250,000	$33,250.00
ADD EASTBOUND RIGHT	13.3	$150,000	$19,950.00
SR 54 @ I75 WEST RAMP			
RESTRIPE LANES & CHANGE SIGNAL	6.9	$20,000	$1,380.00
SR 54 @ I75 EAST RAMP			
ADD NORTHBOUND LEFT	11.7	$250,000	$29,250.00
		TOTAL	$83,830.00

TOTAL PROPORTIONATE SHARE

ROADWAYS	$6,237,388.95
INTERSECTIONS	$83,830.00
TOTAL	$6,321,218.95

EXHIBIT G
TABLE A

EXHIBIT H

S.R. 56 AGREEMENT*

*Incorporated by reference and on file with the Planning & Growth Management Department

EXHIBIT I

AMENDED AND RESTATED
WCL DEVELOPMENT AGREEMENT*

*Incorporated by reference and on file with the Planning & Growth Management Department

EXHIBIT J

WYNDFIELDS AGREEMENT*

*Incorporated by reference and on file with the Planning & Growth Management Department

EXHIBIT K

ROADWAY INTERSECTION IMPROVEMENTS

EXHIBIT
B
to Resolution

LINCKS & ASSOCIATES, INC.

Engineers
Planners

October 22, 2004

Mr. Bipin Parikh
Pasco County Government Center
7530 Little Road, Suite 320
New Port Richey, FL 34650

Re: Wesley Chapel Lakes
Lincks Project No. 99085-T

Dear Mr. Parikh:

On October 8, 2004, the following individuals met to discuss the transportation improvement requirements for 1,747 dwelling units prior to SR 56 being completed.

Mr. Bipin Parikh	Pasco County
Mr. Ali Atefi	Pasco County
Mr. Mark Sifford	DEVCO
Mr. Ted Lincks	Lincks & Associates, Inc.

The following recommendations and comments were provided:

- The fair share cost estimates for the following intersections are acceptable:
  - CR 581 at Aronwood
  - Mansfield at Beardsley
  - County Line Road at Aronwood
- At the intersection of County Line Road and Mansfield Boulevard, the Wesley Chapel Lakes traffic should be redistributed to represent the 182 single family homes approved to the north.
- On Mansfield Boulevard at County Line Road, determine if right of way is available for a dual northbound left turn lane.
- At County Line Road and CR 581, add a southbound lane for ¼ mile to receive a westbound triple left turn lane.

5023 West Laurel Street
Tampa, Florida 33607
813 289 0039 Telephone
813 287 0674 Telefax
www.lincks.com Website

- At County Line Road and CR 581, and at County Line Road and Mansfield Boulevard, prepare a fair share cost estimate.

The following provides the requested information.

County Line Road at Mansfield Boulevard Traffic

The project traffic was redistributed to represent the 182 single family units of Wesley Chapel Lakes that are located to the north. The resulting 2008 traffic would be as follows:

	Before		Revised	
	AM	PM	AM	PM
Eastbound Left	0	0	29	97
Eastbound Right	148	529	119	432
Northbound Left	490	298	404	242
Southbound Right	0	0	86	56

Right-of-Way on Mansfield Boulevard

To add a dual northbound left turn lane would require a maximum pavement width for 4 lanes or 48 feet. The Mansfield right of way is 80 feet wide, leaving 16 feet on each side of the roadway. This would allow an urban design to be provided with a design speed of 45 miles per hour.

Modified Fair Share Costs

At the request of the County, a fair share cost was calculated for the following improvements:

CR 581 at County Line Road

Add a southbound receiving lane for ¼ mile.
Add a second northbound right turn lane.

County Line Road at Mansfield

Add an eastbound left turn lane.
Add a dual northbound left turn lane.
Signalize when warranted.

The resulting fair share cost compared to the previous estimate is as follows:

	Based on Traffic	Based on Capacity
Previous Fair Share	$676,477	$651,183
Revised Fair Share	$852,158	$889,856

Hopefully, these data will assist you in your efforts.

Very truly yours,

LINCKS & ASSOCIATES, INC.

Ted F. Lincks, P.E.
President

TFL/cvc

Enclosures

Cc: Don Buck
Keith Bricklemyer