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01/03/11 K. Kraengel, Dpty Clerk

**DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND  
HCA HEALTH SERVICES OF FLORIDA, INC., DEVELOPER OF RECORD, FOR  
DEVELOPMENT OF REGIONAL IMPACT NO. 243, MITCHELL RANCH PLAZA**

**THIS DEVELOPMENT AGREEMENT (DA)** is made and entered into by and between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "COUNTY," and HCA Health Services of Florida, Inc., a Florida corporation, the Developer of Record for Mitchell Ranch Plaza Development of Regional Impact (DRI) No. 243, hereinafter called "DEVELOPER."

**WITNESSETH:**

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

**WHEREAS**, on December 21, 2010, the COUNTY approved an amended, consolidated and restated development order (the "DO") with conditions for DRI No. 243 in response to a Notice of Proposed Change ("NOPC") for the DRI No. 243 on a parcel of real property in Pasco County, Florida, legally described in Exhibit C of the DO and Exhibit A attached hereto, hereinafter called "Project,," and

**WHEREAS**, Exhibit G of the DO and attached hereto as Exhibit B, describes those roadways and intersections significantly impacted by the Project and the required improvements that need to be constructed based upon results of the transportation analysis conducted in conjunction with the NOPC; and

**WHEREAS**, Rule 9J-2.045, Florida Administrative Code (F.A.C.), allows the DEVELOPER and the COUNTY to mutually elect one of several transportation mitigation alternatives in order for the DEVELOPER to mitigate the transportation impacts for the Project, including the payment by the DEVELOPER of its proportionate-share contribution for the roadway and intersection improvements identified in Exhibit G of the DO (or related parallel facilities) and Exhibit B attached hereto, and the payment of impact fees in lieu thereof; and

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER  
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**WHEREAS**, Rule 9J-2.045, FAC, allows the DEVELOPER'S proportionate-share contribution to be applied to expeditiously construct one or more of the roadway improvements (or related parallel facilities) identified in the DO; and

**WHEREAS**, all dates granted by this DA are inclusive of, and not in addition to, all extensions granted by the COUNTY as of the effective date of this DA.; and

**WHEREAS**, the DO establishes the amount of Four Million Nine Hundred Eighty-Four Thousand Three Hundred Thirty-Three and 00/100 Dollars (\$4,984,333.00) (Proportionate Share Obligation) (June 2010 Dollars) as the DEVELOPER'S proportionate-share contribution for the transportation impacts of the build-out of the Project and requires the DEVELOPER to construct a pipeline project as described and defined in this DA (as part of the Required Roadway Improvements, as further described hereinafter); and

**WHEREAS**, the DO requires the DEVELOPER to enter into a DA with the COUNTY for the design permitting and construction of the Required Roadway Improvements; and

**WHEREAS**, the COUNTY, after public notice and hearing in accordance with applicable law, has approved this DA.

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

1. WHEREAS CLAUSES

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

2. PURPOSE

It is the purpose and intent of this DA to further set forth the terms and conditions of the development approval of the Project, as defined pursuant to the DO, as the same relate to the design, permitting and construction of the Required Roadway Improvements, and to set forth the terms and conditions of the COUNTY'S and the DEVELOPER'S participation in the Required Roadway Improvements. All terms

and conditions of this DA shall be interpreted in a manner consistent with, and in furtherance of, the purposes as set forth herein.

3. GENERAL REQUIREMENTS

a. Legal Description: The land subject to this DA is identified in Exhibit A. The holders of legal title are Branch Banking and Trust Company, Inland Western New Port Richey Mitchell LLC, Chick-Fil-A, Inc., AmSouth Bank, Brinker Florida, Inc., Steak N Shake Operations, Inc., Wachovia Bank, N.A., Bank of America NC1-001-03-81, Target Corporation, Madison Bank, AIG Baker, MRP, LLC, and Florida Department of Transportation, and HCA Health Services of Florida, Inc., a Florida corporation, whose principal address is 5637 Marine Parkway, New Port Richey, FL 34652. Pursuant to Section 163.3239, F.S., the burdens of this DA shall be binding upon and the benefits of the DA shall inure to all such legal and equitable owners and their successors in interest.

b. Duration and Effective Date: This DA shall be for the duration of ten (10) years, subject to any conditions precedent or termination provisions herein or mutual agreement, from the effective date of this DA. The effective date of this DA shall be established in accordance with Section 163.3239, Florida Statutes. Notwithstanding the foregoing, if the effective date of the DO is later than the effective date pursuant to Section 163.3229, Florida Statutes, this DA shall not be effective until the DO is effective.

c. Development Uses of Land: The Project is currently zoned C-2 General Commercial District. The COUNTY's Land Development Code and the DO set forth the permitted uses for the Project.

d. Public Facilities: Adequate transportation facilities for the Project will be provided through the Required Roadway Improvements and other transportation facilities required by the COUNTY'S Land Development Code (LDC) and Comprehensive Plan. Adequate potable water and wastewater services for the Project are available through the COUNTY'S existing water and sewer lines subject to a Utilities Services Agreement with the COUNTY and the DO. Adequate disposal services for the Project are available through existing licensed collectors and the COUNTY'S Solid Waste Disposal and Resource Recovery System

subject to applicable provisions of the Code of Ordinances and the Comprehensive Plan. All drainage improvements necessary to serve the Project will be provided by the DEVELOPER in accordance with the terms and conditions of the DO, this DA, the COUNTY'S approved construction plans, and satisfaction of all County, State, and Federal regulations. Other public facilities, such as transit, fire/EMS, parks, libraries, schools, hurricane shelters, and law enforcement, shall be addressed for the Project in accordance with the DO, and applicable provisions of the Land Development Code, Code of Ordinances, and Comprehensive Plan.

e. Reservations or Dedications for Public Purpose: All reservations and dedications for public purposes (right[s]-of-way) (if any) shall be provided in accordance with the DO, this DA, the COUNTY'S Comprehensive Plan Transportation Corridor Goals, Objectives, Policies, Maps, and Tables, and the COUNTY's Right of Way Preservation Ordinance as implemented through the site plans approved for the Project (e.g. Class II, Commercial Development approved as project no. IIPR06-023).

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

g. Requirements Necessary for the Public Health, Safety, and Welfare: The conditions, terms, restrictions, and other requirements determined to be necessary by the COUNTY for the public health, safety, or welfare of its citizens have been identified and included within the DO conditions and this DA. In addition, the DEVELOPER shall be subject to the other applicable provisions of the LDC, Code of Ordinances, and Comprehensive Plan necessary for the public health, safety, and welfare, subject to applicable law, including, but not limited to Subsection 163.3167(8), Florida Statutes.

h. Compliance with Legal Requirements and Permitting: The failure of this DA to address a particular permit, condition, term, or restriction shall not relieve the DEVELOPER of the necessity of complying with the laws governing the said permitting requirement, condition, term, or restriction.

j. Zoning and Comprehensive Plan Issues: The current Comprehensive Plan Future Land Use Map classification for the Property is Retail/Office/Residential (ROR). The zoning classification for the Project is C-2 General Commercial District. The proposed development is consistent with the applicable provisions of the Retail/Office/Residential (ROR) Future Land Use classification and other applicable Goals, Objectives, and Policies of the Comprehensive Plan and land development regulations.

4. FINANCE AND CONSTRUCTION OF ROADWAY IMPROVEMENTS

a. Proportionate Share Amount. The DEVELOPER agrees to permit, design and construct the Required Roadway Improvements, within public rights-of-way to be provided by the COUNTY, as partial mitigation for the Mitchell Ranch Plaza transportation impacts. Pursuant to Section 163.3180(12), F.S., and Rule 9J-2.045, FAC, the DEVELOPER'S proportionate-share contribution for those improvement projects listed in Exhibit G of the Project's DO and attached hereto as Exhibit B, is Four Million Nine Hundred Eighty-Four Thousand Three Hundred Thirty-Three and 00/100 Dollars (\$4,984,333.00) (Proportionate Share Obligation) (June 2010 Dollars).

b. Identification of Required Roadway Improvements: The DEVELOPER has elected to design, permit and construct the roadway improvements described in subsections (1) and (2) below (the "Required Roadway Improvements") to mitigate the transportation impacts of the Project. Completion of the Required Roadway Improvements by the DEVELOPER and payment of transportation impact fees shall satisfy the DEVELOPER's required proportionate-share contribution and shall vest the DEVELOPER for transportation concurrency for 2,738 net external p.m. peak hour trips through December 15, 2025, subject to any extensions granted pursuant to the COUNTY'S Concurrency Management Ordinance. The December 15, 2025 build-out date includes all concurrency extensions granted pursuant to the COUNTY'S Concurrency Management Ordinance as of the effective date of this DA.

(1) Identification of Pipeline Project. The DEVELOPER has agreed to construct the following pipeline project improvements (the "Pipeline Project") to mitigate the proportionate

share transportation impacts of the Project: (a) widen Little Road (C.R. 1) from approximately 1,000 feet south of Mercy Way to approximately 450 feet south of S.R. 54 from its existing four lanes to a six lane roadway (adding 1 lane in both the northbound and southbound directions); (b) replace left turn lanes as needed and resurface the existing roadway; and (c) provide modifications to the existing signal at Mercy Way to add new signal heads and loop detectors. The Pipeline Project is estimated to have a proportionate share cost of Two Million Six Hundred Twenty-Eight Thousand Four Hundred Fifty-Two and 00/100 Dollars (\$2,628,452.00) (June 2010 Dollars). The Pipeline Project shall also include all shoulders, striping, signalization, medians, sidewalks stormwater drainage facilities, guardrails, and other roadway appurtenances, all as determined by the COUNTY and permitting agencies to be necessary during the design and permitting of the project (Roadway Appurtenances) unless otherwise specified herein. The COUNTY agrees and acknowledges that the County shall not impose any additional stormwater-drainage facilities, floodplain mitigation for the Pipeline Project other than what the SWFWMD requires. Notwithstanding anything herein to the contrary, the DEVELOPER shall commence construction of the Pipeline Project no later than June 30, 2011. The Pipeline Project shall be completed by March 30, 2012. The aforementioned commencement date may be extended if approved by the COUNTY through an amendment of this DA. For the purposes of this DA, "commence" or "commencement" shall be defined as the submission of the bid package in accordance with Section 6 of this DA, and the terms "complete" or "completed" shall mean the required roadway improvement associated with the Pipeline Project has been accepted by the County for maintenance, is open to the traveling public and the required maintenance guarantee has been provided by the DEVELOPER.

In no event shall the DEVELOPER be required to obtain any additional right-of-way for the Pipeline Project unless otherwise required by SWFWMD. The DEVELOPER shall post an appropriate financial guarantee for the Pipeline Project in accordance with Section 8 of this DA. Construction of the Pipeline Project satisfies Two Million Six Hundred Twenty Eight Thousand Four Hundred Fifty Two and 00/100 Dollars (\$2,628,452.00) (June 2010 Dollars) of the DEVELOPER'S proportionate share obligation. Construction of this

improvement shall be eligible for transportation impact fee (TIF) credits in accordance with Section No. 7 of this DA.

(2) Site-Access Improvements. The DEVELOPER shall at its sole expense and regardless of cost, design, permit and construct the improvements in Exhibit C (Site-Access Improvements) including all Roadway Appurtenances as previously determined by the COUNTY and permitting agencies, as applicable, to be necessary during the design and permitting of the Site-Access Improvements. The DEVELOPER understands and agrees that all Site-Access Improvements described herein are not eligible for or entitled to TIF credits pursuant to the terms of the TIF Ordinance as amended; therefore, all design, permitting and construction expenses incurred by the DEVELOPER for the Site-Access Improvements are not eligible for TIF credits, proportionate share credit, or COUNTY reimbursement. Those improvements set forth in Exhibit C shall be constructed as needed to serve adjacent development or earlier if required pursuant to the Land Development Code.

5. ROADWAY PROJECTS DESIGN, PERMITTING, AND RIGHT-OF-WAY ACQUISITION

a. Design and Permitting: The DEVELOPER shall design and permit for the Required Roadway Improvements in accordance with the terms of this DA. The Required Roadway Improvements shall be designed consistent with the design criteria of the COUNTY and/or the FDOT, as applicable.

b. Design and Construction Requirements: All design, permitting and construction for the Required Roadway Improvements shall be in accordance with the standards promulgated by the FDOT in accordance with Section 366.045, F.S. and the COUNTY, as applicable, and shall include, but not be limited to, cross sections, drainage, and plan/profile sheets. Plan/profile sheets and cross section drawings shall indicate the location(s) of drainage inlets and roadway facilities. Except as otherwise provided in this DA, any Required Roadway Improvements related wetland and floodplain impacts and compensation shall be included in the design and indicated on the plans, though the DEVELOPER shall not be responsible for providing such wetland or floodplain compensation or facilities.

c. Roadway Drainage Facilities: Roadway drainage facilities, either on-site or off-site, if not commingled or combined with drainage facilities for the Project or any other facilities or developments along the route of the Required Roadway Improvements shall be owned, operated, and maintained by the COUNTY subsequent to the expiration of the Maintenance Guarantee period as set forth herein.

d. Wetland and Floodplain Mitigation: In the event that the permitted wetland and/or floodplain mitigation area(s) for the impacts associated strictly with the Required Roadway Improvements are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the COUNTY or FDOT, as applicable, will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted wetland and floodplain mitigation areas related

to the Required Roadway Improvements are commingled/combined with wetland and floodplain mitigation areas of the Project or any other facilities or developments, all the wetland and floodplain mitigation areas shall be permitted, owned, operated, and maintained by the underlying land owner, including the DEVELOPER or CDD, where applicable. Appropriate easements shall be provided to the FDOT or COUNTY, as applicable, for the wetland and floodplain mitigation areas associated with the Required Roadway Improvements which are owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Required Roadway Improvements, including those areas that are commingled or combined, so the COUNTY or FDOT, as applicable, has the ability to maintain the facilities in the event the DEVELOPER or other underlying land owner defaults on its (their) obligations to maintain the facilities. Wetland/floodplain mitigation if any shall be in accordance with the approved SWFWMD permit.

e. COUNTY/FDOT Review and Approval of Design: The DEVELOPER shall complete and submit 100 percent design plans to the COUNTY or the FDOT, as applicable, for review and approval unless the FDOT or COUNTY agrees in writing to or have adopted an alternative submittal schedule. The DEVELOPER shall obtain approval of the 100 percent design and right-of-way plans for the Required Roadway Improvements from the COUNTY or the FDOT, as applicable, prior to commencement of any bidding of the Required Roadway Improvements. Any reviews and approvals by the COUNTY shall be completed by the COUNTY within thirty (30) days of submission by the DEVELOPER of complete and correct documents to the COUNTY. The COUNTY shall make a completeness review and notify the DEVELOPER within five (5) business days of receipt of the submission by DEVELOPER if not complete and correct. The DEVELOPER shall provide at the time of the Right-of-Way Utilization Permit application for the Pipeline Project (or sooner if required by other sections of this DA) an estimate of the cost of constructing the Pipeline Project, including inspection costs which shall be certified by an engineer duly registered in the State of Florida and approved by the COUNTY (hereinafter Cost Estimate). All plans, once accepted and approved for construction by the COUNTY or FDOT, as applicable, shall become the property of the COUNTY and/or FDOT.

f. Permitting Requirements: The DEVELOPER and/or its contractor shall obtain any and all required permits for the work it is to perform from the COUNTY or FDOT, as applicable, and any and all applicable local and State regulatory agencies.

g. COUNTY Cooperation: The COUNTY shall, upon the DEVELOPER'S request, cooperate with the DEVELOPER in processing permit applications for the Pipeline Project, and the DEVELOPER agrees to use its best efforts to expeditiously secure all permits that are necessary for the design and construction of the Required Roadway Improvements.

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

i. Right-of-Way Acquisition:

(1) Except as otherwise specifically provided herein, and except where the County has agreed to acquire the necessary right-of-way, the DEVELOPER shall be responsible within the time frames set forth in this DA for acquiring or donating right-of-way (where deemed necessary by SWFWMD) for the construction of the Required Roadway Improvements described above which may include, but not be limited to, lanes of travel, shoulders, striping, signalization, signage, medians, on-site stormwater drainage facilities, off-site stormwater drainage facilities, floodplain mitigation, wetland mitigation, guardrails, handrails,

sidewalks, and any other necessary appurtenances. The DEVELOPER shall be responsible for selecting and retaining all consultants for acquisition of right-of-way for the Required Roadway Improvements which may include, but not be limited to, competent and qualified attorneys, engineers, surveyors, title companies, appraisers, land planners, certified public accountants, business damages experts, contractors, horticulturists, and any other consultants considered necessary by the mutually agreeable attorney, discussed below.

(2) While it is not anticipated that additional right-of-way will be required for the Pipeline Projects, if necessary, efforts will be made by the COUNTY and DEVELOPER to have the COUNTY to act as a condemning authority with regard to any additional right-of-way required for the Pipeline Projects. The DEVELOPER shall have the authority to attempt to privately acquire necessary right-of-way. To the extent the COUNTY has condemning authority, the COUNTY agrees to participate in the eminent domain proceeding as follows:

COUNTY staff involvement for any Required Roadway Improvement eminent domain proceeding, if any, shall be limited to preparation of an engineering memorandum in support of a Resolution of Necessity with the timely support and cooperation of the above consultants and professionals, and providing necessary representatives and witnesses in conjunction with any eminent domain proceedings. After receipt of a request by the DEVELOPER for the Resolution of Necessity, and confirmation of condemning authority, the COUNTY'S preparation and consideration of the Resolution of Necessity shall not be unreasonably withheld or delayed. In such an event, the DEVELOPER, , shall identify all real estate parcels required for the Required Roadway Improvements and identify the appropriate interests in real estate for right-of-way acquisition and furnish the same to the COUNTY. Right-of-way maps shall be prepared in accordance with the requirements of the COUNTY'S and State of Florida's Minimum Technical Standards. Upon COUNTY approval of the submittal and confirmation of condemning authority, the DEVELOPER shall select an attorney acceptable to the COUNTY to represent the COUNTY in the acquisition of right-of-way. Thereafter, the DEVELOPER, in conjunction with the mutually agreeable attorney, shall proceed to acquire for the COUNTY, and in the COUNTY'S name, the right-of-way pursuant to applicable law. The COUNTY, its

elected officials, employees, and representatives shall not be liable under any circumstances to the DEVELOPER, its employees, contractors, material suppliers, agents, representatives, or customers for any delay occasioned by the inability to obtain the right-of-way. The DEVELOPER shall submit quarterly project status reports that document the actions and progress of right-of-way acquisitions to the COUNTY Engineer or his designee

j. Utilities Relocation: The DEVELOPER shall coordinate the relocation of any utilities infrastructure in conflict with the Required Roadway Improvements, including COUNTY utilities. Relocation of any utilities infrastructure which is in conflict with the Required Roadway Improvements, including County utilities, shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, F.S. The COUNTY agrees, upon request of DEVELOPER, to cooperate with the DEVELOPER in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, F.S., in a timely manner. However, under no circumstances shall the COUNTY's transportation related funds incur any expenses for the relocation of such utilities, and if the owner of such utilities fails to remove the utilities at the request of the COUNTY, and the DEVELOPER bears the expense of the utility relocation, such expense shall not be eligible for transportation impact fee credits.

6. PIPELINE PROJECT BIDDING AND CONSTRUCTION

(1) The DEVELOPER shall comply with the bidding procedures set forth in the County's Developer Pipeline Bid Process document.

(2) Required Roadway Improvements Construction. The DEVELOPER shall commence construction of the Required Roadway Improvements in accordance with this DA unless extended as provided herein. The DEVELOPER shall proceed and complete the construction of the Required Roadway Improvements in accordance with the final alignment, design, specification, and construction plans as approved by the COUNTY and other applicable Federal, State, and regional regulatory agencies. The DEVELOPER and COUNTY understand and agree that nothing contained herein shall prohibit or in any way

restrict the DEVELOPER'S ability, at its sole discretion, to accelerate the schedule for construction of any portion of the Required Roadway Improvements.

(3) Tender of Improvement Area: Upon the issuance to the DEVELOPER or its contractor of a COUNTY Construction Permit, the area covered by that Construction Permit shall be deemed to be tendered to the DEVELOPER or its contractor, as applicable, and such entity shall be in the custody and control of the project areas. The DEVELOPER or its contractor shall be responsible for providing a safe work zone for the public.

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

(5) Right-of-Way: INTENTIONALLY DELETED.

(6) Construction Requirements: During the construction phase of the Required Roadway Improvements, the DEVELOPER and/or its construction contractor(s) shall:

(a) Provide its own on-site inspection and observation under the direction of a professional engineer registered in the State of Florida for the purpose of observing and

inspecting the progress and quality of the work and to ensure that it is constructed according to the plans, contract documents, and specifications.

(b) The Construction Engineering and Inspection (CEI) contractor shall be approved by the County. The County has approved Florida Design Consultants, Inc. as the CEI Contractor for the Pipeline Project.

(c) Obtain all necessary Right-of-Way Use Permits.

(d) Be responsible for supervising and inspecting the construction of the Required Roadway Improvements and shall be responsible for ensuring the accuracy of all reference points, grade lines, right-of-way lines, and field measurements associated with such construction.

(e) Be responsible for full and complete performance of all construction activities required pursuant to this DA. The DEVELOPER shall be responsible for the care and protection of any materials provided or work performed for the Required Roadway Improvements until the improvements are completed and accepted by the COUNTY or FDOT, which acceptance shall not be unreasonably withheld.

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

(g) Provide a certification from a professional engineer registered in the State of Florida which shall certify that all designs, permits, and construction activities for the Required Roadway Improvements other road improvements are in substantial conformance with the standards established by the FDOT pursuant to Section 336.045, Florida Statutes, and by the COUNTY, as applicable. The said certification shall conform to the standards in the industry and be in a form acceptable to the COUNTY or FDOT.

(h) Provide to the COUNTY or FDOT, as applicable, copies of all design drawings, as-built drawings, and permits received for the Required Roadway Improvements, and such information shall become the property of the COUNTY upon submission. All plans submitted to the COUNTY or FDOT, as applicable, shall include electronic files compatible with *AutoCADD*.

7. TRANSPORTATION IMPACT FEES AND CREDITS

a. Transportation Impact Fees: The DEVELOPER and Project shall be assessed TIF in accordance with the COUNTY'S adopted TIF Ordinance as amended and this DA. The COUNTY agrees to budget transportation impact fees paid within the Project by the DEVELOPER in an impact fee account attributable to the Pipeline Project for reimbursement or TIF credit to the DEVELOPER or its designee/assignee (hereinafter referred to as the "Credit Receiving Entity") as permitted by the COUNTY. Once the DEVELOPER has posted the performance guarantees and commenced construction for the Pipeline Project referenced in this DA, the COUNTY agrees to reimburse or provide impact fee credits to the Credit Receiving Entity for those expenditures on the Pipeline Project approved by the COUNTY to be impact fee creditable in accordance with this DA and the TIF Ordinance. The DEVELOPER and Credit Receiving Entity shall not be entitled to any interest on the account. TIFs paid for or by the DEVELOPER shall be held for the Pipeline Project for a minimum of ten (10) years after payment and can thereafter be spent anywhere as desired by the COUNTY in accordance with the TIF Ordinance. Upon reimbursement or issuance of credits to the DEVELOPER for the total of the Pipeline Project eligible costs, the remaining TIF collected shall be eligible for expenditure by the COUNTY in accordance with the TIF ordinance. In addition, the time limits on the encumbrance and expenditure of these funds, as provided in the TIF Ordinance, shall be waived by the DEVELOPER and by its successors and assigns. The DEVELOPER and Project shall pay TIFs in accordance with the TIF Ordinance whenever it does not have COUNTY-approved impact fee credits or offsets sufficient to cover impact fees that are due.

b. Transportation Impact Fee Credits:

(1) Impact Fee Credit - The Credit Receiving Entity shall be eligible for TIF credits for the Credit Receiving Entity's actual reasonable design, engineering, inspection, permitting and construction costs, or payment in lieu of such costs, for the Pipeline Project. Reasonable design, engineering, inspection, permitting and construction costs shall be determined by the County Administrator or his designee. In no event shall such TIF credit exceed the lesser of actual costs incurred or the estimated construction costs assumed in Exhibit B of this DA (Exhibit G of the DO).

(2) The County agrees to place the Pipeline Project in the CIP for fiscal year 2011/2012 and to keep such Pipeline Project in the CIP to the extent necessary to provide impact fee credits for the Project.

(3) To receive impact fee credit or reimbursement, all requests and invoices for the Pipeline Project shall be submitted to the COUNTY within ninety (90) days of final acceptance of the applicable Pipeline Project by the COUNTY, or for amounts under dispute, no later than ninety (90) days after the conclusion of the dispute. All requests and invoices for credits or reimbursements shall be submitted to the COUNTY at a frequency no greater than monthly. Impact fee credits or reimbursements shall be issued to the Credit Receiving Entity. Should there be any amounts denied for reimbursement or credit, the DEVELOPER may appeal such decision in a manner consistent with the TIF Ordinance. If the Developer constructs the Pipeline Project together with non-TIF credit eligible improvements (i.e. the signal at the Hospital Boulevard entrance on S.R. 54), then all contractor invoices/schedule of values submitted to the County shall clearly delineate the TIF credit eligible costs from the non TIF credit eligible costs. CEI expenses and services shall be submitted on an hourly basis.

(4) Notwithstanding the foregoing, the DEVELOPER and/or the Credit Receiving Entity shall not be eligible for impact fee credits or reimbursement for:

(a) The Site-Access Improvements.

(b) Any internal roadway improvements or right-of-way dedications required by the DO and/or the Land Development Code.

(c) Construction Engineering and Inspection (CEI) expenses in excess of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).

(d) Pipeline project costs not specifically set forth in this DA; e.g., financing, insurance, and bonding expenses.

In addition, the DEVELOPER and Credit Receiving Entity shall not be eligible for impact fee, Proportionate Share, or reimbursement for impact fees paid prior to the execution of this DA, and the DEVELOPER and Credit Receiving Entity shall not be eligible for impact fee credit for any costs for which the COUNTY has provided a reimbursement pursuant to this DA.

(5) Transfer of Credits: Any impact fee credit balance remaining after all reimbursements have been made from impact fees collected for development within the Project pursuant to this DA may be transferred in accordance with the TIF Ordinance.

(6) Cash Payout Option: The COUNTY reserves the right to pay out annually, the cash value of any unused, accrued, impact fee credits to the DEVELOPER and such cash value shall be removed from any credit balance.

c. Other Impact Fees: Nothing contained in this DA shall excuse the payment of any other non-transportation impact fees required to be paid in accordance with the laws and ordinances of the COUNTY as may be amended.

#### 8. PERFORMANCE GUARANTEES BY DEVELOPER

a. General: Letters of Credit ("LOCs" or individually, an "LOC") or other performance guarantees acceptable to and approved by the COUNTY (Performance Guarantee) to guarantee completion of the Pipeline Project shall be posted in favor of and provided to the COUNTY prior to commencement of construction. Failure to post, revise, update, and keep effective the required Performance Guarantees until the completion of the applicable pipeline project shall be considered a default of this DA and shall entitle the COUNTY to suspend any TIF credits or reimbursements due pursuant to Section 7 above and/or stop the issuance of Building Permits and other development approvals. All Performance Guarantees

shall be posted in the amount of 125% of the Total Contract Price (as hereinafter defined). The Total Contract Price will be the amount of the construction contractor's bid plus any approved change orders. The DEVELOPER shall be allowed to subtract the cost of issuance of any Performance Guarantee required pursuant to this DA (not to exceed one [1] percent annually) from the time of initial posting of the applicable Performance Guarantee in accordance with this DA until the award of the construction contract for the applicable pipeline project. As an alternative to the Performance Guarantee, the DEVELOPER may require, prior to commencing construction of a Pipeline Project, that the DEVELOPER'S contractor post in favor of the COUNTY and provide the COUNTY, for its approval, a performance and payment bond acceptable to the COUNTY to guarantee payment of the contractors obligations as required by law. The performance and payment bond shall be with a bank, surety, or other financial institution acceptable to the COUNTY, which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide. The performance and payment bond shall be in the amount of 125% of the Construction Contract amount. Upon the County's acceptance of the contractor's performance and payment guarantee the performance guarantee posted by the DEVELOPER as required above shall be released and returned to the DEVELOPER.

b. Conditions for Performance Guarantees

(1) The Performance Guarantees required pursuant to this DA or the LDC for the Project must be issued by a bank, savings association, or other financial institution (the Performance Guarantee Issuer) acceptable to the COUNTY which is authorized to do business in the State of Florida.

(2) The Performance Guarantee issuer must have and maintain:

(a) A minimum financial ranking of 120 in the Bank Financial Quarterly, or a similar financial ranking acceptable to the COUNTY'S Risk Manager.

(b) A minimum rating of at least AA/Aa/AA by S & P, Moody's, or Fitch.

(c) Downgrade Provision: In the event the Performance Guarantee issuer does not maintain the average financial condition in Paragraph 8.b(2)(a) above or is downgraded below the minimum in Paragraph 8.b(2)(b) above, the Performance Guarantee Issuer must notify the COUNTY and the DEVELOPER within five (5) days, and the DEVELOPER must provide a substitute Performance Guarantee in substantially the same form and containing the same terms as the original Performance Guarantee from a bank or financial institution with the minimum ratings set forth above within fifteen (15) days of such downgrade event or the COUNTY will draw on the original Performance Guarantee.

(3) The Performance Guarantee must provide for draws to be made on a bank or savings association located in West Central Florida or by facsimile to other LOC Issuers.

c. Maintenance Guarantee: Upon completion of the Required Roadway Improvements and final acceptance by the COUNTY and/or FDOT in accordance with the County Engineering Inspections Division certification as required in this section, the DEVELOPER and its construction contractor shall be required to guarantee that the Required Roadway Improvements and all work performed is free from defects in workmanship or materials by completing an initial maintenance period and providing an Performance Guarantee valid for the entire three (3) year initial maintenance period plus six (6) months. The monetary amount which shall be made available to the BCC under the terms of the Performance Guarantee shall equal to fifteen (15) percent of the Total Contract Price. The initial maintenance period shall be three (3) years commencing on the date of acknowledgement of completion and acceptance of a Performance Guarantee in accordance with this section. The DEVELOPER shall be responsible for maintaining the project during the initial maintenance period and, if any part of the project should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the COUNTY. In the event the DEVELOPER does not maintain the project during the initial maintenance period, the Administrator shall notify the DEVELOPER in writing via certified mail, return receipt requested, of the areas that require maintenance. The DEVELOPER shall have sixty (60) days from receipt of the notice to perform the required maintenance to the satisfaction of the Administrator or be in default of the Performance

Guarantee, unless a longer time is agreed upon between the DEVELOPER and the Administrator. The DEVELOPER shall also be responsible for requesting, in writing, a final inspection from the COUNTY'S Engineering Inspections Division not before ninety (90) days prior to the termination of the initial maintenance period. Upon receipt of the request for final inspection, the Engineering Inspections Division shall notify the DEVELOPER via certified mail, return receipt requested, postmarked within thirty (30) days of such request, providing a list of deficiencies of items to be remedied by the DEVELOPER before the expiration of the maintenance period. In the event the DEVELOPER does not remedy the deficiencies before the expiration of the maintenance period, the DEVELOPER shall be in default of the Performance Guarantee. This remedy for correction is a contractual obligation that is a cumulative and not exclusive remedy. Upon completion of construction of the improvements and final inspection by the COUNTY as being constructed in accordance with all applicable contract documents and permit requirements, etc., and upon the expiration of the required Maintenance Guarantee, the COUNTY shall be responsible for maintenance of the roadway and roadway-drainage facilities which are not commingled/combined. Upon the remedy of any defects to the satisfaction of the Administrator, or in the case of no defects, but in any case no sooner than the completion of the required maintenance period, the Administrator may recommend to the COUNTY the release of the Maintenance Guarantee.

9. INDEMNIFICATION AND INSURANCE

a. Indemnification: For and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DEVELOPER shall indemnify, defend, and hold harmless the COUNTY and all of its agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY may sustain, suffer, or incur, or be required to pay by reason of the loss of any monies paid to the DEVELOPER resulting out of fraud, defalcation, or dishonesty; or arising out of any act, action, neglect, or omission by the DEVELOPER during the performance of this DA, any work under this DA, or any part thereof, whether direct or indirect; or by reason or result of injury caused by the DEVELOPER'S

negligent maintenance of the property over which the DEVELOPER has control; or by reason of a judgment over and above the limits provided by the insurance required under this DA; or by any defect in the condition or construction of the Required Roadway Improvements, except that the DEVELOPER will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of their agents or employees, unless such COUNTY negligence arises from the COUNTY review referenced in Paragraphs 5.e and 5.h of this DA. The DEVELOPER'S obligation to indemnify, defend, hold harmless as described hereinabove, shall arise within seven (7) days of receipt by the DEVELOPER of the COUNTY'S written notice of claim for indemnification to the DEVELOPER. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in Paragraph 9.g. The DEVELOPER'S obligation to defend and indemnify within seven (7) days of receipt of such written notice shall not be excused because of the DEVELOPER'S inability to evaluate liability or because the DEVELOPER evaluates liability and determines the DEVELOPER is not liable or determines the COUNTY is solely negligent. Only a final, adjudicated judgment finding the COUNTY solely negligent shall excuse performance of this provision by the DEVELOPER. If a judgment finding the COUNTY solely negligent is appealed and the finding of sole negligence is reversed, the DEVELOPER shall be obligated to indemnify the COUNTY for the cost of the appeal(s). The DEVELOPER shall pay all costs and fees related to this obligation and its enforcement by the COUNTY. The DEVELOPER shall also include for the Required Roadway Improvements this indemnity provision, replacing the word DEVELOPER with the name of the contractor(s).

b. Insurance:

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

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

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

(c) All policies of insurance required by this DA shall require that the insurer deliver to the COUNTY or FDOT and the DEVELOPER thirty (30) days' written notice prior to any cancellation, intent not to renew, or reduction in coverage and ten (10) days' written notice of any nonpayment of premium. Such notice shall be delivered by certified U.S. Mail to the COUNTY and the DEVELOPER, addressed to the parties as described in Paragraph 9.g below. In the event of any reduction in the aggregate limit of any policy, the DEVELOPER shall require the engineers and/or contractor to immediately restore such limit to the amount required herein.

(d) The DEVELOPER shall require that all insurance coverage provided by the engineers and/or general contractor be primary to any insurance or self-insurance program of the COUNTY or FDOT and the DEVELOPER which is applicable to the work provided for in this DA. All such insurance shall also remain in effect until final payment and until after the one (1) year warranty period provided herein.

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

(f) The insurance coverage and limits that the DEVELOPER shall require from the engineers and/or contractor under this DA are designed to meet the minimum requirements of the COUNTY or FDOT. They are not designed as a recommended insurance program. The DEVELOPER shall notify the engineers and/or contractor that the engineers and/or contractor shall be responsible for the sufficiency of its own insurance program.

(g) If the insurance coverage initially provided by the engineers and/or contractor is to expire prior to completion of the work, the DEVELOPER shall require the engineers and/or contractor to provide renewal Certificates of Insurance on the COUNTY'S or FDOT's form thirty (30) days prior to expiration of current coverage.

(h) Should the engineers and/or contractor fail to maintain the insurance coverage required under this DA, the COUNTY may, at its option, either terminate this DA for default as provided hereinafter or require the DEVELOPER to procure any payment for such coverage at its own expense. A decision by the COUNTY or FDOT to require the DEVELOPER to procure and pay for such insurance coverage shall not operate as a waiver of any of the COUNTY'S or FDOT's rights or the DEVELOPER'S obligations under this DA.

(i) All insurance policies that the DEVELOPER shall require the engineers and/or contractor to obtain pursuant to this DA, other than workers' compensation and employer's liability policy, shall specifically provide that the COUNTY, the COUNTY Engineer, and FDOT and each of their elected officers, employees, and agents shall be "additional insured" under the policy and shall also incorporate a severability of interests provision. All insurance coverage required herein shall apply to all engineers' and/or contractors' activities and any subcontractor's activities for the improvements without regard for the location of such activity.

(2) Coverage. Amounts and types of insurance shall conform to the following minimum requirements and shall be listed on a current Pasco County Certificate of Insurance form, which shall be provided to the engineers and/or contractors by the DEVELOPER. The DEVELOPER may obtain a sample copy of this certificate from the COUNTY or FDOT.

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

- (i) Workers' Compensation: Florida statutory requirements.
- (ii) Employer's Liability: One Million and 00/100 Dollars

(\$1,000,000.00) each accident.

(iii) The DEVELOPER shall require the engineers and/or contractor and contractor's insurance companies to waive their rights of subrogation against the COUNTY and FDOT and their agents and employees.

(b) Commercial General Liability Insurance: The DEVELOPER shall require commercial, general liability insurance coverage be maintained by the engineer and/or contractor which shall include, but not be limited to, personal and advertising injury; contractual for the improvements, including

any hold-harmless and/or indemnification agreement; independent contractors; broad form property and personal injury, and combined single limits:

- (i) General Aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).
- (ii) Products, Completed Operations Aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).
- (iii) Bodily Injury Including Death (Each Person): One Million and 00/100 Dollars (\$1,000,000.00).
- (iv) Bodily Injury, Including Death (Each Occurrence): Two Million and 00/100 Dollars (\$2,000,000.00).
- (v) Property Damage (Each Occurrence): One Million and 00/100 Dollars (\$1,000,000.00).
- (vi) Personal and Advertising Injury (Each Occurrence): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
- (vii) Fire Damage (Any One [1] Fire): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

(c) Business Automobile Liability Insurance: The DEVELOPER shall require coverage to be maintained by the engineers and/or contractor as to the ownership, maintenance, and use of all owned, nonowned, leased, or hired vehicle and employees' nonownership with limits of not less than:

- (i) Bodily Injury and Personal Injury Including Death: One Million and 00/100 Dollars (\$1,000,000.00) combined, single limit.
- (ii) Property Damage: One Million and 00/100 Dollars (\$1,000,000.00) combined, single limit.

(d) Excess Liability Insurance: The DEVELOPER shall require coverage be maintained by the contractor for excess liability, which shall be over and above the commercial general liability insurance and business automobile liability insurance requirements, with limits of not less than:

(i) Each Occurrence: Three Million and 00/100 Dollars (\$3,000,000.00).

(ii) Aggregate: Three Million and 00/100 Dollars (\$3,000,000.00).

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

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

10. GENERAL PROVISIONS

a. Independent Capacity: The DEVELOPER and any consultants, contractors, or agents are and shall be, in the performance of all work, services, and activities under this DA, independent contractors and not employees, agents, or servants of the COUNTY or FDOT, or joint ventures with the COUNTY or FDOT. The DEVELOPER does not have the power or authority to bind the COUNTY or FDOT in any promise, agreement, or representation other than specifically provided for in this DA. The COUNTY and FDOT shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to the DEVELOPER in connection with the Required Roadway Improvements, or for debts or claims accruing to

such parties against the DEVELOPER. There is no contractual relationship expressed or implied between the COUNTY or FDOT and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to the DEVELOPER as a result of the Required Roadway Improvements.

b. Default: If the DEVELOPER fails to meet any of the time frames set forth herein, unless extended pursuant to this DA, then it shall be considered a default of this DA entitling the COUNTY to make a claim and collect on the Performance Guarantees required by Section 8 (or the portion of the guarantees required to cure the default, if less than the entire guarantees, but without limiting or affecting the COUNTY'S rights to enforce the balance of the guarantees, if required). Upon the said default, the issuance of Building Permits, plats, and other development approvals shall cease until the default has been cured to the reasonable satisfaction of the COUNTY. The DEVELOPER agrees that it will acquire no vested rights in any development approval, plat, or permit issued while an uncured event of default of this DA exists, 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 DA.

c. Time Extensions:

(1) In the event the COUNTY requires additional time beyond that allocated herein to act upon a submission by the DEVELOPER of complete and correct documents for review and/or approval, there shall be an automatic extension of the time periods set forth in this DA for the Required Roadway Improvements for the documented number of days which it takes the COUNTY beyond the days allowed for the COUNTY'S review and/or approval.

(2) In the event the DEVELOPER is unable to meet a deadline as set forth in this DA for the Required Roadway Improvements, the DEVELOPER may, prior to the deadline, submit a request to the County Administrator for an amendment to this DA to extend the deadline, and the County Administrator agrees to submit such requests to the COUNTY within thirty (30) days unless the DEVELOPER agrees to extend the said submitted time period beyond thirty (30) days.

d. Termination: The COUNTY may terminate this DA upon the DEVELOPER'S failure to comply with the terms and conditions of this DA. The COUNTY shall provide the DEVELOPER with a written Notice of Termination, stating the COUNTY'S intent to terminate and describing those terms and conditions with which the DEVELOPER has failed to comply. If the DEVELOPER has not remedied the failure or initiated good faith efforts to remedy the failure within thirty (30) days after receiving the Notice of Termination, or thereafter is not proceeding with due diligence to remedy the failure, the COUNTY may terminate this DA immediately without further notice, and the DEVELOPER shall not thereafter be entitled to any impact fee credits, reimbursement, or compensation as provided herein. This paragraph is not intended to replace any other legal or equitable remedies available to COUNTY under Florida law, but it is in addition thereto.

e. Contracts: All contracts entered into by the DEVELOPER for the Required Roadway Improvements shall be made in accordance with all applicable laws, rules, and regulations; shall be specified by written contract or agreement; and shall be subject to each paragraph set forth in this DA. The DEVELOPER shall monitor all contracts on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to the COUNTY and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(1) The DEVELOPER shall cause all provisions of this DA in its entirety to be included and made a part of any contract for the Required Roadway Improvements.

(2) The DEVELOPER agrees to include in all construction contracts a retainage clause providing that upon completion of all work the retainage will be reimbursed.

f. Law Compliance: The DEVELOPER and the COUNTY will comply with all applicable Federal, State, and local laws, rules, regulations, and guidelines related to performance under this DA. In particular, the DEVELOPER verifies and affirms that it is in compliance with the 8 USC, Section 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The COUNTY will consider the employment of unauthorized aliens by the DEVELOPER or

by any contractor or vendor of the DEVELOPER during the term of the DA a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this DA by the COUNTY.

g. Certification: The DEVELOPER shall provide certification to the COUNTY or FDOT, as applicable, under the seal and signature of a registered, professional engineer that the Required Roadway Improvements have been constructed in accordance with the standards promulgated by the FDOT in Section 336.045, F.S, COUNTY standards, the contract documents and this DA.

h. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this DA, including notice of termination, such notice shall be given by certified mail, return-receipt requested. The said notice shall be deemed given when it is deposited in the U.S. Mail with sufficient postage prepaid (notwithstanding that the return-receipt is not subsequently received). Notices shall be addressed as follows: Ms. Leigh Massengill, HCA Health Services of Florida, Inc., 5637 Marine Parkway, New Port Richey, FL 34652, with a copy to Mr. Clarke G. Hobby, Esq., Hobby & Hobby, P.A. 109 N. Brush St., Suite 250, Tampa, FL 33602, the COUNTY, c/o Bipin Parikh, P.E., Assistant County Administrator (Development Services), West Pasco Government Center, 7530 Little Road, Suite 320, New Port Richey, Florida 34654, with a copy to David A. Goldstein, Chief Assistant County Attorney, West Pasco Government Center, 7530 Little Road, Suite 340, New Port Richey, Florida 34654. These addresses may be changed by giving notice as provided for in this paragraph.

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

j. Modification and Amendment: Neither this DA, nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except as authorized by law pursuant to an

instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought and then only to the extent set forth in such instrument. Changes to this DA which remove any condition required by Rule 9J-2.045, FAC, shall require an amendment to the DO through the NOPC process pursuant to Chapter 380, F.S. All other amendments to this DA shall not require an NOPC or DO amendment.

k. Waiver: The failure of any party to this DA to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this DA shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct.

i. Contract Execution: This DA may be executed in several counterparts, each constituting a duplicate original, but all such counterparts shall constitute one (1) and the same agreement.

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

n. Headings: All article and descriptive headings of paragraphs in this DA are inserted for convenience only and shall not affect the construction or interpretation hereof.

o. Severability: Each provision of this DA is material to the Board of County Commissioners approval of this DA. Accordingly, the provisions are not severable. In the event any section, sentence, clause, or provision of this DA is declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of this DA shall be suspended until such time the Board of County Commissioners modifies the DA to address the illegal or invalid provision; provided however, such suspension shall not exceed nine (9) months in duration and such determination shall not affect the validity of DRI entitlements that have received preliminary plan, preliminary site plan, plat, construction plan, Building Permit, CO approval, or any DRI mitigation committed to or performed as of the date the determination is made. Notwithstanding the foregoing, the DA shall not be suspended if the DEVELOPER, and all affected successors or assigns, agree to abide by all provisions of the DA until an amendment to the DA has been approved to address the illegal or invalid provision. DEVELOPER-requested amendments to this DA shall not be

considered challenges to this DA and decisions by the Board of County Commissioners regarding any DEVELOPER-requested amendments, or the like, shall not have the effect of suspending this DA under any circumstances. Notwithstanding the foregoing, if a third party challenges any section, subsection, sentence, clause, or provision of the DA and the challenged portion of the DA is subsequently declared illegal or invalid, this DA shall not be suspended, and shall remain in full force and effect except for that portion declared illegal or invalid. If any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid as the result of a third party challenge, the DEVELOPER shall cooperate with the COUNTY to amend this DA to address the portion which has been declared illegal or il legal.

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

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

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

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

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

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

- v. Right-of-Way Use Permit: The DEVELOPER shall obtain an appropriate Right-of-Way Use Permit from the COUNTY or FDOT, as applicable.
- w. Controlling Law: This DA shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this DA shall be in Pasco County, Florida.
- x. Successors and Assigns: The terms of this DA shall run with the land and be binding upon the DEVELOPER and owners and their successors and assigns. The DEVELOPER and owners may assign this DA and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this DA, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant.
- y. Force Majeure: In the event the DEVELOPER'S or COUNTY'S performance of this DA is prevented or interrupted by consequent act of God, or of the public enemy, or national emergency, or a governmental restriction upon the use or availability of labor or materials, or civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty, disaster, or catastrophe, or judgment, or a restraining order or injunction of any court, the DEVELOPER or COUNTY shall not be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts the DEVELOPER'S or COUNTY'S performance of this DA as reasonably determined by the other party. This paragraph shall not apply to force majeure events caused by the DEVELOPER or under the DEVELOPER'S control, or caused by the COUNTY or under the COUNTY'S control, as applicable. In the event that performance by the DEVELOPER or COUNTY of the commitments set forth in this DA shall be interrupted or delayed in connection with acquisition of necessary governmental permits or approvals for the construction of the Required Roadway Improvements and which interruption or

delay is caused through no fault of the party with a delayed performance, then the party with a delayed performance shall submit documentation to the other party regarding such event for review and concurrence. If such documentation shows that such event(s) have taken place, then the party with a delayed performance shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, provided, however, in no event shall any such extension exceed three (3) months. Any requested extensions beyond such three (3) month period may only be accomplished by an amendment to this DA.

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

DA on the dates set forth below.

(SEAL)

ATTEST:



BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

Paula S. O'Neil  
PAULA S. O'NEIL, CLERK & COMPTROLLER

Ann Hildebrand  
ANN HILDEBRAND, CHAIRMAN

**APPROVED**

Date: \_\_\_\_\_

DEC 21 2010

**BOCC**

HCA HEALTH SERVICES OF FLORIDA, INC., a  
Florida corporation

WITNESSES:

BY: W. Mark Kimbrough

W. Mark Kimbrough

Print

Its Vice President  
Title

STATE OF ~~FLORIDA~~ Tennessee  
COUNTY Davidson

The foregoing instrument was acknowledged before me this 29<sup>th</sup> of December, 2010  
(date), by W. Mark Kimbrough, personally known  
(name of person acknowledging), who is personally known to me or who has produced \_\_\_\_\_

(type of identification) as identification.

Seal:



Helen W. Cook  
NOTARY

My Commission Expires  
March 3, 2014

**EXHIBITS**

- A. Legal Description
- B. Proportionate Share Table
- C. Site-Related Intersection Improvements

**EXHIBIT A**

**DRI NO. 243 – MITCHELL RANCH PLAZA  
PASCO COUNTY DEVELOPMENT AGREEMENT**

**LEGAL DESCRIPTION**

J:\238-03\LS\DR\238-03\_LS-1\_MRP-DR1.dwg - Jan 28, 2010 @ 2:58pm - lauttlehan

**THIS IS NOT A SURVEY**

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

BEARINGS ARE BASED UPON THE SOUTH LINE OF THE NE 1/4 OF SECTION 26, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING N89°31'39"W.

**LEGAL DESCRIPTION:**

A parcel of land being a portion of Sections 23, 24, 25 and 26, Township 26 South, Range 16 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of the Northeast 1/4 of Section 26, Township 26 South, Range 16 East, Pasco County, Florida; thence N89°31'39"W, along the South line of said Northeast 1/4 of Section 26 (being the basis of bearings for this legal description), for 50.17 feet to the point of intersection with the Easterly Right-of-Way line of Little Road, according to Official Records Book 1469, page 1422 of the Public Records of Pasco County, Florida; thence leaving said South line of the Northeast 1/4 of Section 26, N00°34'54"E, along said Easterly Right-of-Way line of Little Road, according to Official Records Book 1469, page 1422, for 0.10 feet; thence N00°39'53"E, continuing along said Easterly Right-of-Way line of Little Road, according to Official Records Book 1469, page 1422, for 1,676.22 feet to the Southwest corner of that certain property as described in Official Records Book 6048, page 624 of the Public Records of Pasco County, Florida, same being the POINT OF BEGINNING; thence the following four (4) courses along said Easterly Right-of-Way line of Little Road, according to Official Records Book 1469, page 1422; (1) thence continue N00°39'53"E, for 970.40 feet; (2) thence N00°00'53"W, for 231.35 feet to the point of curvature of a curve concave Easterly; (3) thence Northerly along the arc of said curve, having a radius of 1,100.00 feet, a central angle of 09°00'00", an arc length of 172.79 feet, and a chord bearing N04°29'09"E for 172.61 feet to the point of tangent; (4) thence N08°59'09"E, for 80.09 feet to the point of intersection with the Easterly Right-of-Way line of Little Road, according to Official Records Book 5394, page 1717 of the Public Records of Pasco County, Florida; thence the following four (4) courses along said Easterly Right-of-Way line of Little Road, according to Official Records Book 5394, page 1717 and the Easterly Right-of-Way line of Little Road, according to Official Records Book 1799, page 1788 of the Public Records of Pasco County, Florida, respectively; (1) thence S81°00'54"E, for 13.00 feet; (2) thence N08°59'06"E, for 248.72 feet to the point of curvature of a curve concave Westerly; (3) thence Northerly along the arc of said curve, having a radius of 1,233.00 feet, a central angle of 09°00'00", an arc length of 193.68 feet, and a chord bearing N04°29'06"E for 193.48 feet to the point of tangent; (4) thence N00°28'55"E, for 231.87 feet to the point of intersection with the Southerly Right-of-Way line of State Road 54 according to Official Records Book 3642, page 1264 of the Public Records of Pasco County, Florida; thence leaving said Easterly Right-of-Way line of Little Road, according to Official Records Book 1799, page 1788, N49°11'44"E, along said Southerly Right-of-Way line of State Road 54 according to Official Records Book 3642, page 1264, for 79.74 feet to the point of intersection with the Southerly Right-of-Way line of State Road 54 according to Official Records Book 3760, page 1578 of the Public Records of Pasco County, Florida; thence the following ten (10) courses along the Southerly Right-of-Way line of State Road 54 according to said Official Records Book 3760, page 1578, Official Records Book 3642, page 1264 of the Public Records of Pasco County, Florida.

NOTE: THE GEOMETRY PERTAINING TO THE PARCEL OF LAND DESCRIBED HEREIN IS BASED UPON RECORD DOCUMENTS AS NOTED HEREIN AND THAT CERTAIN ALTA/ACSM LAND TITLE SURVEY TITLED "PHASE 1 & PARCEL B", PREPARED BY FLORIDA DESIGN CONSULTANTS, INC., JOB NUMBER 238-04, DATED 5-29-02, LAST REVISED 9-16-02 AND IS SUBJECT TO AN ACCURATE FIELD LAND BOUNDARY SURVEY.

PREPARED FOR:

**HOSPITAL CORPORATION OF AMERICA**

SHEET DESCRIPTION:

**MITCHELL RANCH PLAZA DRI**

SCALE: NONE	DATE: 1-28-2010	DRAWN: LCS <i>[Signature]</i>	CALCED: LCS <i>[Signature]</i>	CHECKED: LCS <i>[Signature]</i>
JOB No.: 2005-29G	EPN: N/A	SECTION: 23, 24, 25 & 26	TOWNSHIP: 26 S	RANGE: 16 E

SEE SHEETS 1-3 FOR LEGAL DESCRIPTION  
SEE SHEETS 4-5 FOR SKETCH



**FLORIDA DESIGN CONSULTANTS, INC.**  
ENGINEERS, ENVIRONMENTALISTS  
SURVEYORS & PLANNERS

3030 Starkey Blvd.  
New Port Richey, Florida 34655  
(727) 849-7588

Certificate of Authorization: LB 6707  
State of Florida

NOT VALID WITHOUT THE SIGNATURE  
AND THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.

*[Signature]*

ROBERT C. WRIGHT, JR.  
PROFESSIONAL SURVEYOR AND MAPPER  
LICENSE NUMBER LS 4965  
STATE OF FLORIDA

**THIS IS NOT A SURVEY**

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

BEARINGS ARE BASED UPON THE SOUTH LINE OF THE NE 1/4 OF SECTION 26, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING N89°31'39"W.

Official Records Book 5567, page 865 of the Public Records of Pasco County, Florida, said Official Records Book 3642, page 1264 and Official Records Book 4128, page 327 of the Public Records of Pasco County, Florida, respectively; (1) thence S89°32'52"E, for 607.24 feet; (2) thence N77°03'37"E, for 66.13 feet to the point of intersection with a non-tangent curve, concave Southerly; (3) thence Easterly along the arc of said curve, from a radial bearing of N00°43'52"W, having a radius of 29,027.11 feet, a central angle of 00°36'09", an arc length of 305.22 feet, and a chord bearing N89°34'12"E for 305.22 feet to the point of tangent; (4) thence N00°04'47"W, for 13.00 feet to the point of intersection with a non-tangent curve, concave Southerly; (5) thence Easterly along the arc of said curve, from a radial bearing of N00°07'43"W, having a radius of 29,040.11 feet, a central angle of 00°01'38", an arc length of 13.82 feet, and a chord bearing N89°53'06"E for 13.82 feet to the point of tangent; (6) thence N89°53'56"E, for 195.21 feet; (7) thence S00°07'26"E, for 13.00 feet; (8) thence N89°54'15"E, for 670.05 feet; (9) thence S89°55'10"E, for 611.17 feet; (10) thence N88°57'25"E, for 43.12 feet to the Northeast corner of that certain property as described in Official Records Book 4979, page 153 of the Public Records of Pasco County, Florida; thence leaving said Southerly Right-of-Way line of State Road 54 according to Official Records Book 4128, page 327, S00°00'08"W, along the East line of said certain property as described in Official Records Book 4979, page 153, for 1,650.56 feet to the Southeast corner of said certain property as described in Official Records Book 4979, page 153, same being the Northeast corner of that certain property as described in Official Records Book 6048, page 624 of the Public Records of Pasco County, Florida; thence the following eight (8) courses along the Easterly line of said certain property as described in Official Records Book 6048, page 624; (1) thence S58°31'13"W, for 9.29 feet; (2) thence S07°44'28"W, for 7.24 feet; (3) thence S15°26'38"W, for 99.52 feet; (4) thence S12°02'15"W, for 84.00 feet; (5) thence S13°13'56"W, for 114.46 feet; (6) thence S09°29'24"W, for 76.40 feet; (7) thence S10°08'55"W, for 98.58 feet; (8) thence S11°15'28"W, for 211.00 feet; thence leaving said Easterly line of that certain property as described in Official Records Book 6048, page 624, N90°00'00"W, for 634.29 feet to the point of intersection with the Southerly line of said certain property as described in Official Records Book 6048, page 624; thence the following fourteen (14) courses along said Southerly line of that certain property as described in Official Records Book 6048, page 624; (1) thence N70°18'15"W, for 16.75 feet; (2) thence N77°43'45"W, for 62.52 feet; (3) thence N81°41'15"W, for 44.80 feet; (4) thence S81°59'17"W, for 67.45 feet; (5) thence S87°25'04"W, for 54.38 feet; (6) thence S85°57'21"W, for 45.57 feet; (7) thence S71°18'17"W, for 35.14 feet to the point of curvature of a curve concave Northeasterly; (8) thence Northwesterly along the arc of said curve, having a radius of 48.00 feet, a central angle of 141°40'19", an arc length of 118.69 feet, and a chord bearing N37°51'34"W for 90.68 feet to the point of tangent; (9) thence N32°58'35"E, for 21.47 feet; (10) thence N37°36'30"E, for 44.46 feet; (11) thence N21°12'56"E, for 56.79 feet; (12) thence N12°30'35"E, for 86.41 feet; (13) thence N00°55'10"E, for 45.74 feet; (14) thence N07°53'53"E, for 60.35 feet to the point of intersection with a Westerly line of said certain property as described in Official Records Book 5567, page 865; thence the following eight (8) courses along

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PREPARED FOR:

**HOSPITAL CORPORATION OF AMERICA**

SHEET DESCRIPTION:

**MITCHELL RANCH PLAZA DRI**

SCALE: NONE	DATE: 1-28-2010	DRAWN: LCS <i>h</i>	CALCED: LCS <i>h</i>	CHECKED: LCS <i>h</i>
JOB No.:	EPN:	SECTION: 23, 24,25&26	TOWNSHIP: 26 S	RANGE: 16 E
2005-296	N/A			

SEE SHEETS 1-3 FOR LEGAL DESCRIPTION  
SEE SHEETS 4-5 FOR SKETCH



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Certificate of Authorization: LB 6707  
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LICENSED SURVEYOR AND MAPPER.

**ROBERT C. WRIGHT, JR.**  
PROFESSIONAL SURVEYOR AND MAPPER  
LICENSE NUMBER LS 4965  
STATE OF FLORIDA

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BEARINGS ARE BASED UPON THE SOUTH LINE OF THE NE 1/4 OF SECTION 26, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING N89°31'39"W.

said Westerly line of that certain property as described in Official Records Book 5567, page 865; (1) thence leaving said Southerly line of that certain property as described in Official Records Book 6048, page 624, continue N07°53'53"E, for 33.59 feet; (2) thence N12°26'06"E, for 80.64 feet; (3) thence N23°39'13"E, for 53.06 feet; (4) thence N06°11'44"W, for 69.13 feet; (5) thence N50°50'10"W, for 76.17 feet; (6) thence N85°43'27"W, for 24.18 feet; (7) thence N66°42'23"W, for 33.23 feet; (8) thence N71°26'59"W, for 43.78 feet to the point of intersection with said Southerly line of that certain property as described in Official Records Book 6048, page 624; thence the following forty-three (43) courses along said Southerly line of that certain property as described in Official Records Book 6048, page 624; (1) thence leaving said Westerly line of that certain property as described in Official Records Book 5567, page 865, continue N71°26'59"W, along said line, for 12.21 feet; (2) thence N84°23'47"W, for 97.63 feet; (3) thence S71°18'14"W, for 28.68 feet; (4) thence N85°09'00"W, for 54.45 feet; (5) thence S00°01'08"W, for 25.34 feet; (6) thence N85°09'45"W, for 8.49 feet; (7) thence S88°18'16"W, for 34.63 feet; (8) thence S78°30'34"W, for 35.50 feet; (9) thence S66°50'37"W, for 50.30 feet; (10) thence S56°32'09"W, for 60.92 feet; (11) thence S36°59'50"W, for 42.36 feet; (12) thence S41°12'08"W, for 47.44 feet; (13) thence S28°51'10"W, for 61.44 feet; (14) thence S16°34'00"W, for 27.39 feet; (15) thence S29°16'36"E, for 20.68 feet; (16) thence S11°49'33"E, for 23.79 feet; (17) thence S01°47'50"E, for 88.47 feet; (18) thence S29°48'20"W, for 83.05 feet; (19) thence S43°16'50"W, for 53.31 feet; (20) thence S65°49'10"W, for 69.44 feet; (21) thence S88°05'57"W, for 43.43 feet; (22) thence N86°00'14"W, for 76.43 feet; (23) thence N68°40'45"W, for 62.38 feet; (24) thence S85°08'48"W, for 73.00 feet; (25) thence N86°55'58"W, for 55.62 feet; (26) thence N83°05'13"W, for 30.48 feet; (27) thence N83°07'44"W, for 47.35 feet; (28) thence S85°23'43"W, for 40.35 feet; (29) thence N80°45'07"W, for 43.89 feet; (30) thence N78°47'05"W, for 44.75 feet; (31) thence N77°34'39"W, for 38.16 feet; (32) thence N78°28'56"W, for 36.11 feet; (33) thence N89°09'26"W, for 28.16 feet; (34) thence N40°46'34"W, for 26.00 feet; (35) thence N73°34'27"W, for 38.71 feet; (36) thence S38°28'40"W, for 33.56 feet; (37) thence S74°48'43"W, for 35.05 feet; (38) thence S78°33'32"W, for 30.18 feet; (39) thence S16°18'48"W, for 30.00 feet; (40) thence N88°07'51"W, for 29.68 feet; (41) thence S24°22'48"W, for 34.61 feet; (42) thence S44°16'24"W, for 33.24 feet; (43) thence N89°55'08"W, for 74.75 feet to the POINT OF BEGINNING.

Containing 5,518,266 square feet or 126.682 acres, more or less.

Error of closure: 0.0164 feet (LCS)

NOTE: THE GEOMETRY PERTAINING TO THE PARCEL OF LAND DESCRIBED HEREIN IS BASED UPON RECORD DOCUMENTS AS NOTED HEREIN AND THAT CERTAIN ALTA/ACSM LAND TITLE SURVEY TITLED "PHASE I & PARCEL B", PREPARED BY FLORIDA DESIGN CONSULTANTS, INC. JOB NUMBER 238-04, DATED 5-29-02, LAST REVISED 9-16-02 AND IS SUBJECT TO AN ACCURATE FIELD LAND BOUNDARY SURVEY.

PREPARED FOR:

**HOSPITAL CORPORATION OF AMERICA**

SHEET DESCRIPTION:

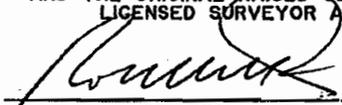
**MITCHELL RANCH PLAZA DRI**

SCALE: <b>NONE</b>	DATE: <b>1-28-2010</b>	DRAWN: <b>LCS</b> <i>h</i>	CALCED: <b>LCS</b> <i>h</i>	CHECKED: <b>LCS</b> <i>h</i>	SEE SHEETS 1-3 FOR LEGAL DESCRIPTION SEE SHEETS 4-5 FOR SKETCH
JOB No.: <b>2005-29G</b>	EPN: <b>N/A</b>	SECTION: <b>23, 24,25&amp;26</b>	TOWNSHIP: <b>26 S</b>	RANGE: <b>16 E</b>	

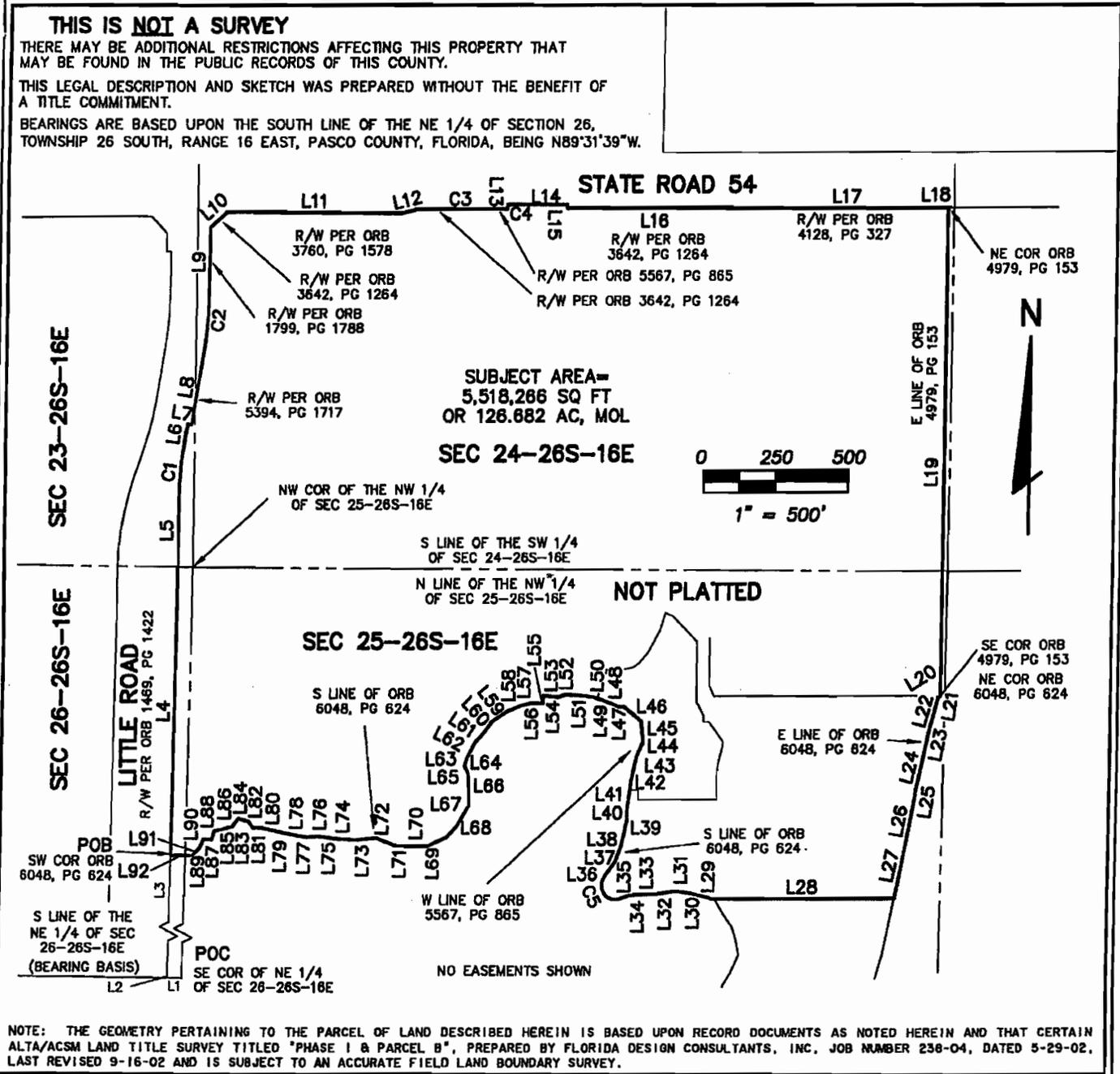


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**ROBERT C. WRIGHT, JR.**  
PROFESSIONAL SURVEYOR AND MAPPER  
LICENSE NUMBER LS 4965  
STATE OF FLORIDA



PREPARED FOR: **HOSPITAL CORPORATION OF AMERICA**

SHEET DESCRIPTION: **MITCHELL RANCH PLAZA DRI**

SCALE: 1" = 500'	DATE: 1-28-2010	DRAWN: LCS	CALCD: LCS	CHECKED: LCS	SEE SHEETS 1-3 FOR LEGAL DESCRIPTION SEE SHEETS 4-5 FOR SKETCH
JOB No.: 2005-29G	EPN: N/A	SECTION: 23, 24,25&26	TOWNSHIP: 26 S	RANGE: 16 E	

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*Robert C. Wright, Jr.*

**ROBERT C. WRIGHT, JR.**  
PROFESSIONAL SURVEYOR AND MAPPER  
LICENSE NUMBER LS 4965  
STATE OF FLORIDA

J:\238-03\LS\DR1\238-03\_LS-1\_MRP-DRI.dwg - Jan 28, 2010 @ 2:56pm - lauttlehan

**THIS IS NOT A SURVEY**

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BEARINGS ARE BASED UPON THE SOUTH LINE OF THE NE 1/4 OF SECTION 26, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING N89°31'39"W.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°31'39"W	50.17'
L2	N00°34'54"E	0.10'
L3	N00°39'53"E	1676.22'
L4	N00°39'53"E	970.40'
L5	N00°00'53"W	231.35'
L6	N08°59'09"E	80.09'
L7	S81°00'54"E	13.00'
L8	N08°59'06"E	248.72'
L9	N00°28'55"E	231.87'
L10	N49°11'44"E	79.74'
L11	S89°32'52"E	807.24'
L12	N77°03'37"E	68.13'
L13	N00°04'47"W	13.00'
L14	N89°53'56"E	195.21'
L15	S00°07'28"E	13.00'
L16	N89°54'15"E	670.05'
L17	S89°55'10"E	611.17'
L18	N88°57'25"E	43.12'
L19	S00°00'08"W	1650.56'
L20	S58°31'13"W	9.29'
L21	S07°44'28"W	7.24'
L22	S15°26'38"W	99.52'
L23	S12°02'15"W	84.00'
L24	S13°13'56"W	114.46'
L25	S09°29'24"W	76.40'
L26	S10°08'55"W	98.58'
L27	S11°15'28"W	211.00'
L28	N90°00'00"W	634.29'
L29	N70°18'15"W	18.75'
L30	N77°43'45"W	82.52'
L31	N81°41'15"W	44.80'
L32	S81°59'17"W	67.45'
L33	S87°25'04"W	54.38'
L34	S85°57'21"W	45.57'
L35	S71°18'17"W	35.14'
L36	N32°58'35"E	21.47'
L37	N37°36'30"E	44.46'
L38	N21°12'56"E	58.79'
L39	N12°30'35"E	86.41'
L40	N00°55'10"E	45.74'
L41	N07°53'53"E	60.35'
L42	N07°53'53"E	33.59'

LINE TABLE		
LINE	BEARING	LENGTH
L43	N12°26'06"E	80.64'
L44	N23°39'13"E	53.06'
L45	N06°11'44"W	69.13'
L46	N50°50'10"W	76.17'
L47	N85°43'27"W	24.18'
L48	N86°42'23"W	33.23'
L49	N71°26'59"W	43.78'
L50	N71°26'59"W	12.21'
L51	N84°23'47"W	97.63'
L52	S71°18'14"W	28.68'
L53	N85°09'00"W	54.45'
L54	S00°01'08"W	25.34'
L55	N85°09'45"W	8.49'
L56	S88°18'16"W	34.63'
L57	S78°30'34"W	35.50'
L58	S86°50'37"W	50.30'
L59	S56°32'09"W	60.92'
L60	S36°59'50"W	42.36'
L61	S41°12'08"W	47.44'
L62	S28°51'10"W	61.44'
L63	S16°34'00"W	27.39'
L64	S29°16'36"E	20.68'
L65	S11°49'33"E	23.79'
L66	S01°47'50"E	88.47'
L67	S29°48'20"W	83.05'
L68	S43°18'50"W	53.31'
L69	S85°49'10"W	69.44'
L70	S88°05'57"W	43.43'
L71	N86°00'14"W	76.43'
L72	N88°40'45"W	62.38'
L73	S85°08'48"W	73.00'
L74	N86°55'58"W	55.62'
L75	N83°05'13"W	30.48'
L76	N83°07'44"W	47.35'
L77	S85°23'43"W	40.35'
L78	N80°45'07"W	43.89'
L79	N78°47'05"W	44.75'
L80	N77°34'39"W	38.16'
L81	N78°28'56"W	36.11'
L82	N89°09'26"W	28.16'
L83	N40°46'34"W	26.00'
L84	N73°34'27"W	38.71'

LINE TABLE		
LINE	BEARING	LENGTH
L85	S38°28'40"W	33.56'
L86	S74°48'43"W	35.05'
L87	S78°33'32"W	30.18'
L88	S16°18'48"W	30.00'
L89	N88°07'51"W	29.68'
L90	S24°22'48"W	34.61'
L91	S44°16'24"W	33.24'
L92	N89°55'08"W	74.75'

**LEGEND**

- AC = Acre(s)
- COR = Corner
- E = East(ery)
- FT = Feet
- MOL = More or Less
- N = North(ery)
- ORB = Official Records Book
- POB = Point of Beginning
- POC = Point of Commencement
- PG = Page(s)
- R/W = Right-of-Way
- S = South(ery)
- SEC = Section
- SQ = Square
- W = West(ery)

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA	RADIAL BEARING
C1	1100.00'	172.79'	172.61'	N04°29'09"E	09°00'00"	
C2	1233.00'	193.68'	193.48'	N04°29'06"E	09°00'00"	
C3	29027.11'	305.22'	305.22'	N89°34'12"E	00°36'09"	N00°43'52"W
C4	29040.11'	13.82'	13.82'	N89°53'06"E	00°01'38"	N00°07'43"W
C5	48.00'	118.69'	90.68'	N37°51'34"W	141°40'19"	

NOTE: THE GEOMETRY PERTAINING TO THE PARCEL OF LAND DESCRIBED HEREIN IS BASED UPON RECORD DOCUMENTS AS NOTED HEREIN AND THAT CERTAIN ALTA/ACSM LAND TITLE SURVEY TITLED "PHASE I & PARCEL B", PREPARED BY FLORIDA DESIGN CONSULTANTS, INC., JOB NUMBER 238-04, DATED 5-29-02, LAST REVISED 9-16-02 AND IS SUBJECT TO AN ACCURATE FIELD LAND BOUNDARY SURVEY.

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JOB No.: 2005-29G	EPN: N/A	SECTION: 23, 24,25&26	TOWNSHIP: 26 S	RANGE: 16 E

SEE SHEETS 1-3 FOR LEGAL DESCRIPTION  
SEE SHEETS 4-5 FOR SKETCH



**FLORIDA DESIGN CONSULTANTS, INC.**  
ENGINEERS, ENVIRONMENTALISTS  
SURVEYORS & PLANNERS  
3030 Starkey Blvd.  
New Port Richey, Florida 34655  
(727) 849-7588  
Certificate of Authorization: LB 6707  
State of Florida

NOT VALID WITHOUT THE SIGNATURE  
AND THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.

*[Signature]*

ROBERT C. WRIGHT, JR.  
PROFESSIONAL SURVEYOR AND MAPPER  
LICENSE NUMBER LS 4965  
STATE OF FLORIDA

**EXHIBIT B**

**DRI NO. 243 – MITCHELL RANCH PLAZA  
PASCO COUNTY DEVELOPMENT AGREEMENT**

**PROPORTIONATE SHARE TABLE**

Table 21-16 (Revised). Mitchell Ranch Plaza DRI Proportionate Share Calculation for Links and Total (Including Pipeline Project)

Road / Intersection	Improvement	Impr No.	Project Traffic	Before Capacity	After Imp. Capacity	Capacity Increase	Cost	Percent Contribution	Total Prop Share Ph 1 & 2
SR 54 at Madison	Add NB and SB right turn lanes	1a	60	6,257	7,411	1,154	\$ 341,407	5.2%	\$ 17,751
	Restripe to add left turn lane WB (2)	11a					\$ 20,000		\$ 1,040
	Receiving lane for WB left turn	4a					\$ 441,634		\$ 22,962
	NB through lane for 0.50 mi long (3)	8a					\$ 3,224,694		\$ 167,979
	SB through lane for 0.50 mi long (3)	8a					\$ 3,224,694		\$ 167,979
SR 54 at Seven Springs Blvd	EB through lane 0.50 mi long (4)	5	132	8,140	10,674	2,534	\$ 5,340,347	5.2%	\$ 278,187
	WB through lane 0.50 mi long (4)	5					\$ 5,340,347		\$ 278,187
	Move thru lanes to provide left turn lanes	5					\$ 5,340,347		\$ 278,187
	EB + WB	4					\$ 4,067,119		\$ 211,863
	Move thru lanes to provide left turn lanes	6a					\$ 2,912,489		\$ 151,716
SR 54 at Old CR 54	NB + SB	6	157	7,287	8,940	1,653	\$ 363,492	9.5%	\$ 18,935
	Provide new traffic signal	3					\$ 121,971		\$ 11,585
	EB left turn lane (2)	4a					\$ 441,634		\$ 41,946
	Receiving lane for EB left turn lane	4a					\$ 4,067,119		\$ 438,463
	Move thru lanes to provide left turn lanes	4					\$ 2,912,489		\$ 151,716
SR 54 at Little Rd	NB + SB	6a	319	8,784	11,743	2,959	\$ 5,340,347	10.8%	\$ 313,886
	EB through lane 0.50 mi long (4)	5					\$ 5,340,347		\$ 575,725
	WB through lane 0.50 mi long (4)	5					\$ 5,340,347		\$ 575,725
	Right turn lanes EB + WB (2)	1					\$ 961,590		\$ 103,666
	Provide new traffic signal	6					\$ 363,492		\$ 39,187
SR 54 at Starkey Blvd	SB left turn lane (2)	5a	92	8,292	8,486	194	\$ 75,285	47.4%	\$ 35,702
	Signal (Based on increase in traffic)	6	65	1,283	1,348		\$ 363,492	4.8%	\$ 17,527
SR 54 at Gunn Hwy	Add right turn lane and convert existing right to NB left turn lane NB (2)	3a	53	8,001	8,222	221	\$ 141,660	24.0%	\$ 33,973
	Restripe to add left turn lane WB (2)	11a					\$ 20,000		\$ 4,796
	Receiving lane for WB left turn lane	4a					\$ 441,634		\$ 105,912
	EB left turn lane (2)	7a					\$ 5,947		\$ 276
	SB left turn lane (2)	7a					\$ 5,614		\$ 151
Little Rd at Trinity Blvd	EB left turn lane (2)	7a	48	5,671	5,947	276	\$ 59,364	17.4%	\$ 10,324
	SB left turn lane (2)	7a	131	5,463	5,614	151	\$ 59,364	86.8%	\$ 51,501
	EB left turn lane (2) (Uses AM analysis)	7a	284	6,036	6,324	285	\$ 59,364	99.6%	\$ 59,155
	EB left turn lane (2)	7a	135	5,150	6,426	1,276	\$ 59,364	10.6%	\$ 6,281
	EB right turn lane (1)	3a					\$ 141,660		\$ 14,988
Little Rd at Cypress Lakes Blvd/Heritage Lake Blvd	NB through lane (3)	3a					In Link Impr.		
	SB through lane (3)	3a					In Link Impr.		
	NB through lane (3)	NA					In Link Impr.		
	SB through lane (3)	NA					In Link Impr.		
	NB through lane (3)	NA					In Link Impr.		
Little Rd at River Crossing Blvd/ Trouble Creek Rd	NB through lane (3)	NA					In Link Impr.		
	SB through lane (3)	NA					In Link Impr.		
	NB left turn lane (2)	5a	97	5,883	7,524	1,641	\$ 75,285	5.9%	\$ 4,450
	SB left turn lane (2)	5a					\$ 75,285		\$ 4,450
	Restripe WB right to right/thru lane	11a					\$ 20,000		\$ 1,182
Little Rd at DeCubellis Rd/Massachusetts Ave	EB left turn lane (2)	6a	65	6,044	7,391	1,347	\$ 2,912,489	4.8%	\$ 140,543
	SB right turn lane (1)	2a					\$ 344,300		\$ 16,614
	EB left turn lane (2)	7a					\$ 59,364		\$ 929
	Receiving lane for WB left turn lane	4a					\$ 441,634		\$ 6,913
	Restripe EB right to right/through lane	11a					\$ 20,000		\$ 313
Starkey Blvd at River Crossing	WB left turn lane (3)	7a	64	5,958	7,284	1,325	\$ 59,364	4.8%	\$ 2,867
	Receiving lane for WB left	4a	64	5,958	7,284	1,325	\$ 441,634	4.8%	\$ 21,332
	NB + SB through lanes (3)	8a					\$ 5,203,953		\$ 85,288
	EB + WB through lanes (3)	8a					\$ 5,203,953		\$ 85,288
	NB + SB left turn lanes (2)	7a					\$ 118,727		\$ 1,946
East Lake Rd at Keystone Rd	EB left turn lane (3)	7a	81	6,728	10,450	3,722	\$ 59,364	1.6%	\$ 973
	EB free flow right turn lane	3a					\$ 141,660		\$ 2,322
	Receiving lane for EB free flow right	4a					\$ 441,634		\$ 7,238
	Provide new traffic signal	6					\$ 363,492		\$ 5,957
								Subtotal Intersections:	

Note: Parenthesis following improvement = number of lanes after improvement

Impr No.= Number from Construction Costs Sheet

Date: 10/19/10

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Table 21-16 (Revised). Mitchell Ranch Plaza DRI Proportionate Share Calculation for Links and Total (Including Pipeline Project)

Road	From	To	Improvement	Direction	Impr No.	Cost per mile	Dist (mi)	Cost	Exist Cap	Impr Cap	Capacity Increase	Project Traffic	Project Percent	Proportionate Share
Little Rd	Old C.R. 54	Cypress Lakes/Heritage Lake Blvd	Widen from 4 LD to 6 LD	NB	9a	\$ 3,488,578	0.68	\$ 2,351,801	1,860	2,790	930	78	8.4%	\$ 196,417
			Widen from 4 LD to 6 LD	SB	9a	\$ 3,488,578	0.68	\$ 2,351,801	1,530	2,290	760	44	5.7%	\$ 134,985
Little Rd	Cypress Lakes/Heritage Lake Blvd	Ranch Del Rio Dr	Widen from 4 LD to 6 LD	NB	9a	\$ 3,488,578	0.47	\$ 1,642,319	1,860	2,790	930	78	8.4%	\$ 137,163
			Widen from 4 LD to 6 LD	SB	9a	\$ 3,488,578	0.47	\$ 1,642,319	1,530	2,290	760	44	5.7%	\$ 94,263
Little Rd	Ranch Del Rio Dr	N of River Crossing Blvd/ Trouble Creek Rd	Widen from 4 LD to 6 LD	NB	9a	\$ 3,488,578	0.56	\$ 1,957,645	1,860	2,790	930	78	8.4%	\$ 163,498
			Widen from 4 LD to 6 LD	SB	9a	\$ 3,488,578	0.56	\$ 1,957,645	1,530	2,290	760	44	5.7%	\$ 112,362
													Subtotal Links	\$ 838,657
													Subtotal Intersections	\$ 4,145,646
													Total Proportionate Share	\$ 4,984,333

Pipeline Project

Road	From	To	Improvement	Direction	Impr No.	Cost per mile	Dist (mi)	Cost	Exist Cap	Impr Cap	Capacity Increase	Project Traffic	Project Percent	Proportionate Share
Little Rd	S of Mercy Way	S of S.R. 54	Widen from 4 LD to 6 LD	NB & SB	10a	\$ 5,203,953	0.49	\$ 2,569,452						\$ 2,569,452
			Modify Signal at Mercy Way		12a			\$ 59,000						\$ 59,000
													Pipeline Project Total	\$ 2,628,452

Note: Impr No.= Number from Construction Costs Sheet

Date: 10/19/10

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Table 21-16 (Revised). Mitchell Ranch Plaza DRI Proportionate Share Calculation for Links and Total (Including Pipeline Project)

Improvements to FDOT Roads								
Impr. No.	Item	FDOT Subtotal	Total Construction Cost	Design & CEI	Contingency (10% of 85% of FDOT Subtotal)	R/W (120% of FDOT Subtotal)	Total (FDOT Roads)	Cost per Direction
1	Right Turn Lane (Urban - with RW)	\$ 170,193	\$ 212,741	\$ 63,822	\$ 14,466	\$ 204,232	\$ 480,795	
2	Left Turn Lane (Urban - with RW)	\$ 75,060	\$ 93,824	\$ 28,147	\$ 14,466	\$ 90,072	\$ 212,043	
3	Left Turn Lane (Urban - No RW)		\$ 93,824	\$ 28,147	\$ 12,005		\$ 121,971	
4	Move thru lanes to provide left turn lanes EB + WB or NB + SB (Add thru lane on outside (Urban - with RW) (0.50 mile long)	\$ 1,439,688	\$ 1,799,610	\$ 539,883	\$ 37,427	\$ 1,727,626	\$ 4,067,119	
5	Add Lanes (6 to 8) (Urban Condition-w/RW)	\$ 7,561,554	\$ 9,451,942	\$ 2,835,583	\$ 6,380	\$ 9,073,865	\$ 21,361,389	\$ 10,680,695
6	Traffic Signal 6-Lane Mast Arm (no RW)		\$ 279,609	\$ 83,883			\$ 363,492	

Improvements to County Roads								
Impr. No.	Item	FDOT Subtotal	85% of FDOT Subtotal	Design and CEI (8%)	Contingency (10% of 85% of FDOT Subtotal)	R/W (120% of 85% of FDOT Subtotal)*	Total (County Roads)	Cost per Direction
1a	Right Turn Lane (Urban - no RW)	\$ 170,193	\$ 144,664	\$ 11,573	\$ 14,466		\$ 170,704	
2a	Right Turn Lane (Urban - with RW)	\$ 170,193	\$ 144,664	\$ 11,573	\$ 14,466	\$ 173,597	\$ 344,300	
3a	Right Turn Lane (Rural - no RW)	\$ 141,236	\$ 120,051	\$ 9,604	\$ 12,005		\$ 141,660	
4a	Add receiving lane on outside 0.25 Mi long (Rural Condition-no RW)	\$ 440,313	\$ 374,266	\$ 29,941	\$ 37,427		\$ 441,634	
5a	Left Turn Lane (Urban - no RW)	\$ 75,060	\$ 63,801	\$ 5,104	\$ 6,380		\$ 75,285	
6a	Move thru lanes to provide left turn lanes EB + WB or NB + SB (Add thru lane on outside (Urban - with RW) (0.50 mile long)	\$ 1,439,688	\$ 1,223,735	\$ 97,899	\$ 122,373	\$ 1,468,482	\$ 2,912,489	
7a	Left Turn Lane (Rural - no RW)	\$ 59,186	\$ 50,308	\$ 4,025	\$ 5,031		\$ 59,364	
8a	Add Lanes (4 to 6) (Urban Condition-w/RW)	\$ 6,376,063	\$ 5,419,654	\$ 433,572	\$ 541,965	\$ 6,503,584	\$ 12,898,775	\$ 6,449,388
9a	Add Lanes (4 to 6) (Urban Condition-w/RW for ponds only on Little Rd)*	\$ 6,376,063	\$ 5,419,654	\$ 433,572	\$ 541,965	\$ 541,965	\$ 6,937,157	\$ 3,468,578
10a	Add Lanes (4 to 6) (Rural Condition-no RW)	\$ 5,188,388	\$ 4,410,130	\$ 352,810	\$ 441,013		\$ 5,203,953	\$ 2,601,977
11a	Pavement Marking Changes		\$ 20,000	\$ 20,000			\$ 20,000	
12a	Modify Little Rd/Mercy Way Signal		\$ 50,000	\$ 4,000	\$ 5,000		\$ 59,000	

Note: \*Impr. No.9a - R/W cost for ponds on Little road = 10% of 85% of FDOT Subtotal Cost.

Sources: FDC, FDOT District 7 Costs, June 2010

Date: 10/19/10

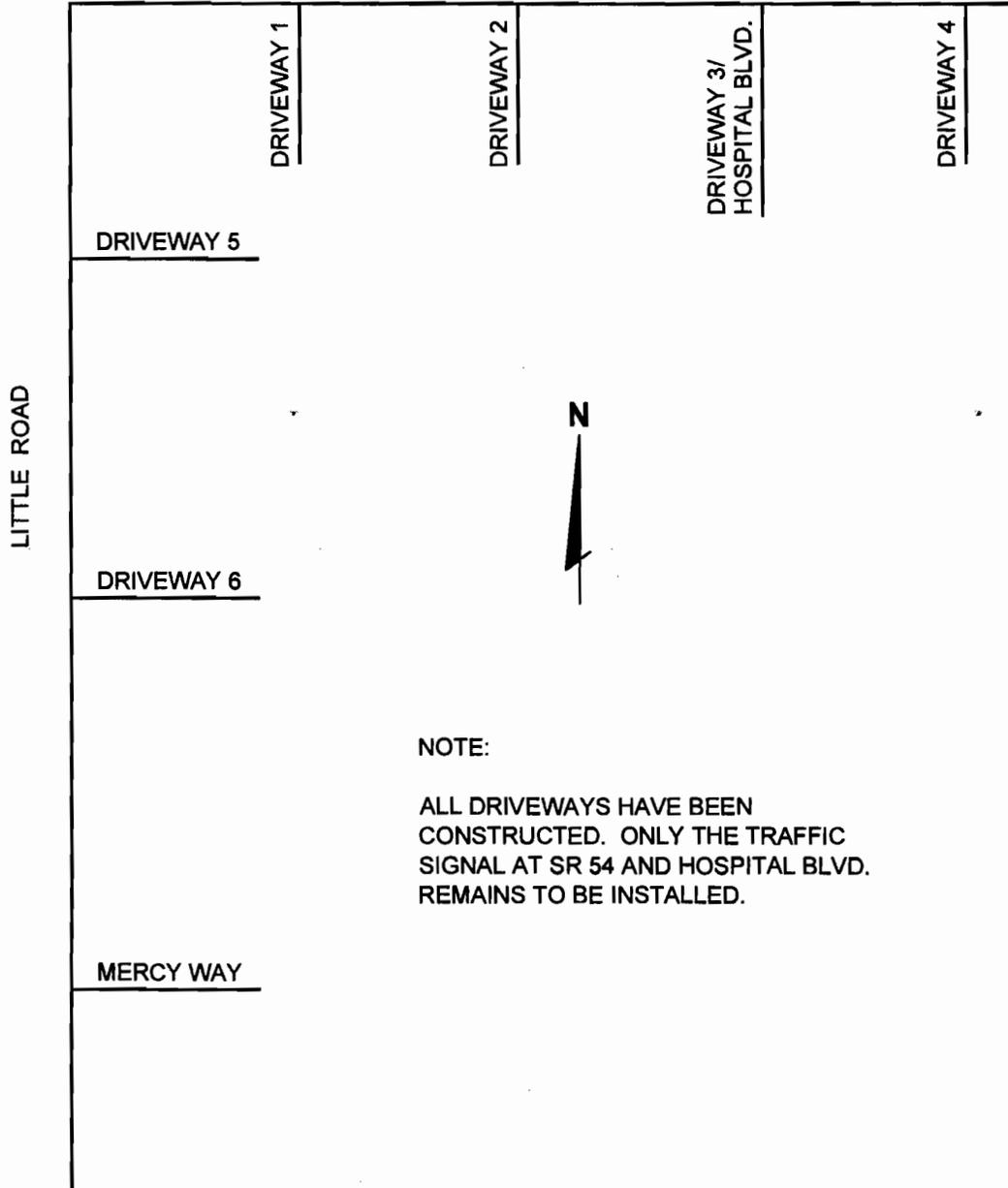
**EXHIBIT C**

**DRI NO. 243 – MITCHELL RANCH PLAZA  
PASCO COUNTY DEVELOPMENT AGREEMENT**

**SITE ACCESS IMPROVEMENTS**

1. Install traffic signal at the S.R. 54 and Hospital Boulevard intersection; and
2. Extend Mercy Way from the southwest corner of the Hospital's Ownership Parcel (as depicted on Map H, which is Exhibit E of the DO), along the southern boundary thereof to the southeast corner thereof as a 36-foot wide roadway consisting of one (1) lane in each direction with a center turn lane.
3. Lengthen the westbound turn lane from S.R. 54 into Hospital Boulevard to five hundred twenty five feet (525') from the existing length of three hundred fifty five feet (355') and the lengthen the eastbound turn lane from S.R. 54 into Hospital Boulevard to two hundred ninety feet (290') from the existing length of two hundred forty feet (240').

SR 54

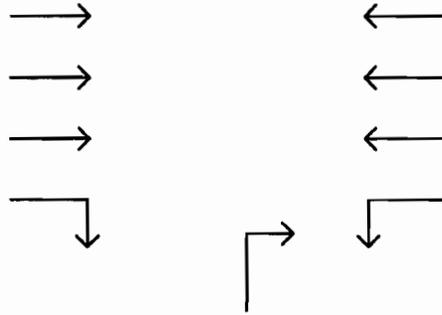


NOTE:

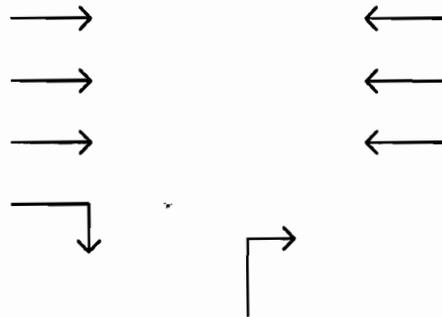
ALL DRIVEWAYS HAVE BEEN CONSTRUCTED. ONLY THE TRAFFIC SIGNAL AT SR 54 AND HOSPITAL BLVD. REMAINS TO BE INSTALLED.

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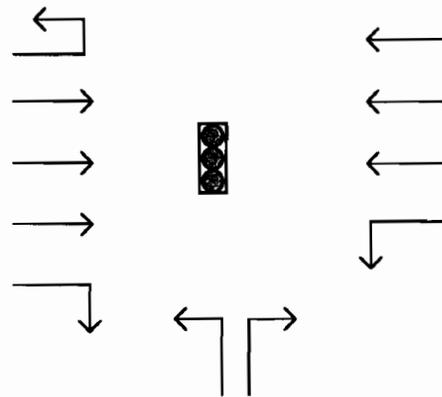
 <p><b>FLORIDA DESIGN CONSULTANTS, INC.</b> ENGINEERS, ENVIRONMENTALISTS, SURVEYORS &amp; PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel: (727) 849-7588 - Fax: (727) 848-3648</p>	DESCRIPTION: MITCHELL RANCH PLAZA - DRIVEWAY LOCATIONS	PROJECT No. 2005-29	EPN, 222
		DATE, 10-21-10	FIGURE, 1
		DRAWN BY, RAH	



SR 54 AT DRIVEWAY 1



SR 54 AT DRIVEWAY 2

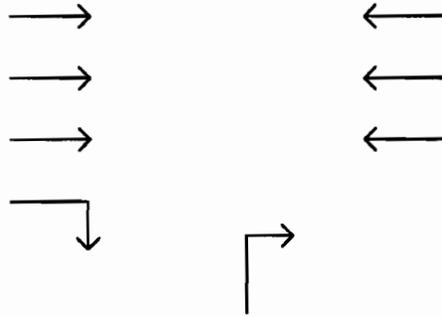


SIGNALIZE

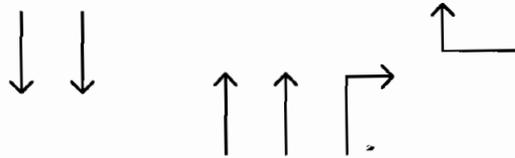
SR 54 AT DRIVEWAY 3/HOSPITAL BLVD.

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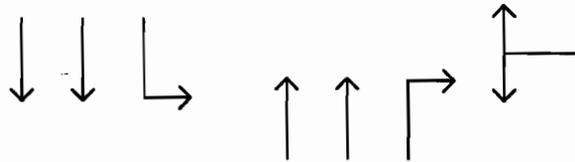
DESCRIPTION: MITCHELL RANCH PLAZA - DRIVEWAY LOCATIONS	PROJECT No. 2005-29	EPN. 222
 <b>FLORIDA DESIGN CONSULTANTS, INC.</b> ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7588 - Fax: (727) 848-3648	DATE: 10-21-10	FIGURE:  2
	DRAWN BY: RAH	



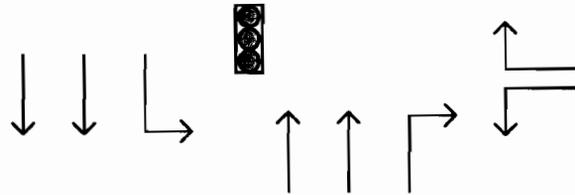
SR 54 AT DRIVEWAY 4



LITTLE ROAD AT DRIVEWAY 5



LITTLE ROAD AT DRIVEWAY 6



LITTLE ROAD AT MERCY WAY

EXISTING SIGNAL

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 <p><b>FLORIDA DESIGN CONSULTANTS, INC.</b> ENGINEERS, ENVIRONMENTALISTS, SURVEYORS &amp; PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel: (727) 849-7588 - Fax: (727) 848-3648</p>	DESCRIPTION:	MITCHELL RANCH PLAZA - DRIVEWAY LOCATIONS	PROJECT No. 2005-29	EPN. 222
			DATE: 10-21-10	FIGURE. 3
			DRAWN BY: RAH	