

HERNANDO COUNTY ZONING AMENDMENT PETITION



Application to Change a Zoning Classification

Application request (check one):

Rezoning ☐ Standard ☐ PDP
Master Plan ☐ New ☒ Revised
PSFOD ☐ Communication Tower ☐ Other
PRINT OR TYPE ALL INFORMATION

Date: 8/14/2025

File No. H-25-49 Official Date Stamp:

RECEIVED

SEP 03 2025

Hernando County Development Services
Zoning Division

APPLICANT NAME: SV TAMPA LAND LP

Address: 591 W PUTNAM AVE

City: GREENWICH

State: CT

Zip: 06830-6005

Phone: 941.388.0707

Email: jbrian@starwoodland.com

Property owner's name: (if not the applicant)

REPRESENTATIVE/CONTACT NAME:

Company Name: Coastal Engineering Associates, Inc.

Address: 966 Candlelight Boulevard

City: Brooksville

State: FL

Zip: 34601

Phone: 352-796-9423

Email: permits@coastal-engineering.com

HOME OWNERS ASSOCIATION: ☐ Yes ☒ No (if applicable provide name)

Contact Name:

Address:

City:

State:

Zip:

PROPERTY INFORMATION:

01100007 (Owner: NEW SEVILLE 2011 DEVELOPMENT LLC)

1. PARCEL(S) KEY NUMBER(S): 01099992 & 01259863 (Owner: SV TAMPA LAND LP)

2. SECTION 05, 07, TOWNSHIP 21S, RANGE 18E

3. Current zoning classification: CPDP

4. Desired zoning classification: CPDP

5. Size of area covered by application: 1,079.98 acres

6. Highway and street boundaries: Seville Parkway and Commercial Way (US 19)

7. Has a public hearing been held on this property within the past twelve months? ☐ Yes ☒ No

8. Will expert witness(es) be utilized during the public hearings? ☐ Yes ☒ No (If yes, identify on an attached list.)

9. Will additional time be required during the public hearing(s) and how much? ☐ Yes ☒ No (Time needed: _____)

PROPERTY OWNER AFFIDIVAT

I, John Brian as Auth. Signor, of SV TAMPA LAND LP, have thoroughly examined the instructions for filing this application and state and affirm that all information submitted within this petition are true and correct to the best of my knowledge and belief and are a matter of public record, and that (check one):

☐ I am the owner of the property and am making this application OR

☒ I am the owner of the property and am authorizing (applicant): _____
and (representative, if applicable): Coastal Engineering Associates, Inc.
to submit an application for the described property.

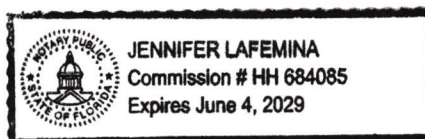
Signature of Property Owner

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 18 day of AUGUST, 20 25, by JOHN BRIAN who is personally known to me or produced _____ as identification.

Signature of Notary Public

Effective Date: 11/8/16 Last Revision: 11/8/16



Notary Seal/Stamp

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City: Brooksville

State: FL

Zip: 34601

Phone: 352-796-9423

Email: permits@coastal-engineering.com

HOME OWNERS ASSOCIATION: ☐ Yes ☒ No (if applicable provide name) _____

Contact Name: _____

Address: _____

City: _____

State: _____

Zip: _____

PROPERTY INFORMATION: 01100007 (Owner: NEW SEVILLE 2011 DEVELOPMENT LLC)

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9. Will additional time be required during the public hearing(s) and how much? ☐ Yes ☒ No (Time needed: _____)

PROPERTY OWNER AFFIDIVAT

I, John Brian as Auth. Signer of New Seville 2011 Development LLC, have thoroughly examined the instructions for filing this application and state and affirm that all information submitted within this petition are true and correct to the best of my knowledge and belief and are a matter of public record, and that (**check one**):

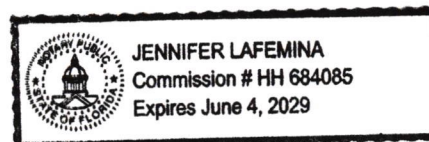
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☒ I am the owner of the property and am authorizing (applicant): SV TAMPA LAND LP
and (representative, if applicable): Coastal Engineering Associates, Inc.
to submit an application for the described property.

Signature of Property Owner

STATE OF FLORIDA
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The foregoing instrument was acknowledged before me this 18 day of AUGUST, 2025, by JOHN BRIAN who is personally known to me or produced as identification.

Signature of Notary Public



Notary Seal/Stamp

Effective Date: 11/8/16 Last Revision: 11/8/16

SEVILLE WEST

MASTER PLAN APPLICATION

PARCEL KEYS 1099992, 1100007, 1259863

General

The subject property consists of 1,071 acres MOL lying within Sections 5 and 7, Township 21 South, Range 18 East located on the west side of Commercial Way (US 19) and along and east of the terminus of Seville Parkway. The property is identified by parcel keys 1099992, 1100007, and 1259863. Please see Figure 1 for the property location and aerial.

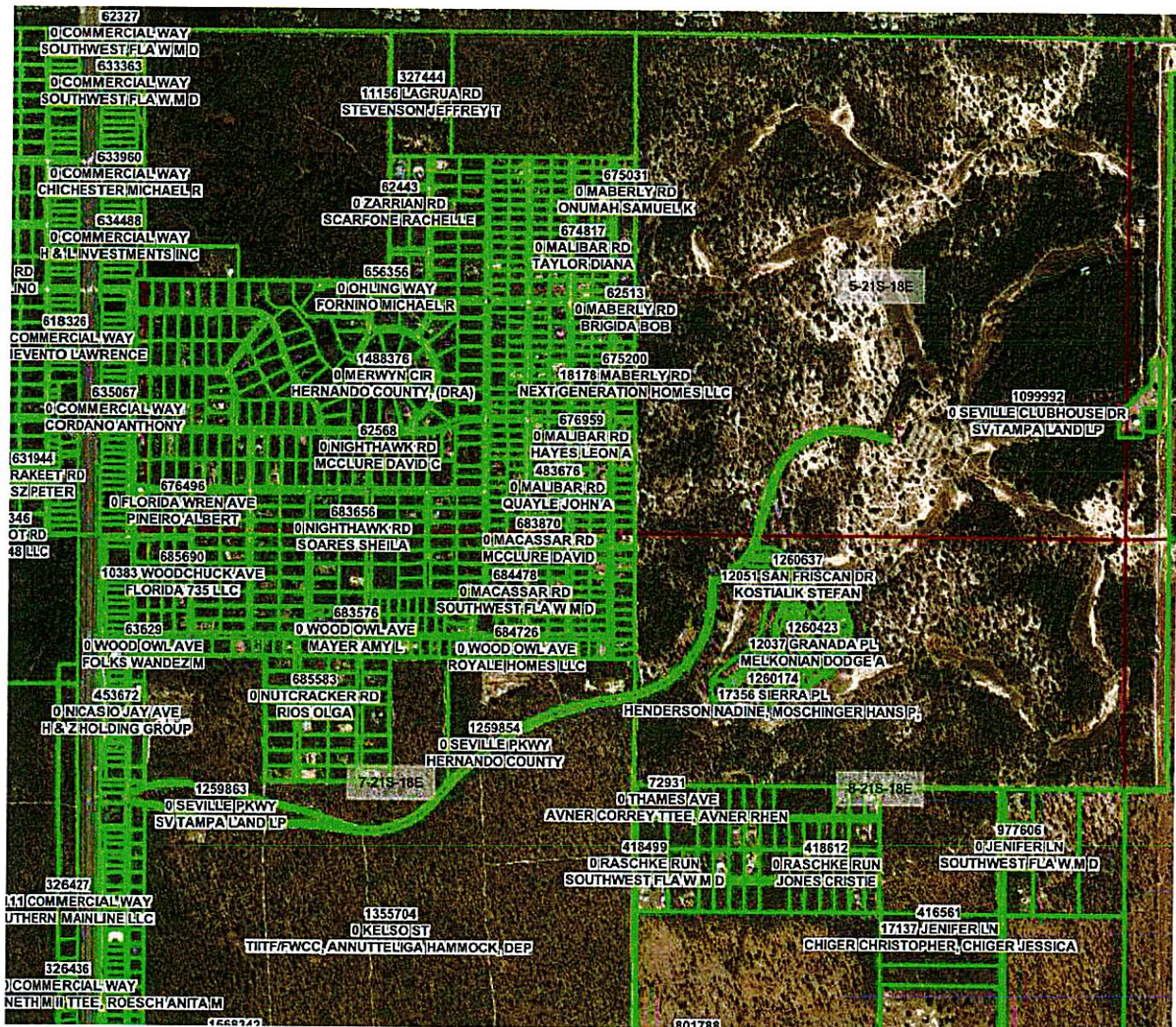


Figure 1. Seville West (1099992, 1100007 and 1259863) Aerial & Location Map

Site Characteristics:

The property was previously used as a golf course and is currently vacant. An area internal to the site (key 1099992) is developed with a 78 lot subdivision, Seville Golf Community The Barcelona Unit 1, which is included but not being revised in the requested Master Plan revision.

Request:

The request is for a Master Plan Revision for Seville West. The current Master Plan is vested by a Development Agreement approved by the Board of County Commissioners on November 19, 2013. The Development Agreement vests the Master Plan and performance conditions approved by the Hernando County Board of County Commissioners on August 7, 2002 (H-02-25) unless a revised Master Plan is approved by the County pursuant to Appendix A, Article VII, Section 4 of the Hernando County Code of Ordinances, as may be amended from time to time. (See Appendix to this Narrative).

Project Description:

This application proposes to make the following revisions to the approved master plan and performance conditions.

The Master Plan has been updated with the following changes summarized:

- Eliminate the Village Center
- Realign Seville Parkway
- Convert the previously approved golf course to greenways consisting of open space, drainage and passive recreation.
- Increase the overall unit count for Seville West from 3,085 to 3,800.
- Revising the unit mix to include a designated multifamily pod; designated single family pods consisting of 40, 50 and 60 foot wide lots and villas; designated residential mixed use pods consisting of single family, villa and townhome lots; and providing for the ability to designate age restricted (55+) development pods.
- Elimination of the requirement to provide a fire station site. A location for a fire station site has been previously secured by the County (key numbers 327756, 83529,108772)
- Elimination of the requirement for a business park site. This site has been acquired by the State of Florida for the Suncoast parkway (remainder-property key 1099974-Board of Trustees of the Internal Trust Fund).

The following changes to the approved performance conditions are proposed:

1. The petitioner must obtain all permits from Hernando County and meet all applicable land development regulations, for either construction or use of the property, including receiving DRC approval for the proposed uses.
- ~~2. The petitioner shall submit a revised site plan within 30 days of BCC approval indicating the zoning conditions or the master plan shall be null and void.~~
- ~~3. The petitioner shall remove from the revised site plan the erroneous list of conditions triggering the master plan revision process.~~
4. Prior to, or simultaneous with, the conditional platting of the land use areas, the developer shall submit a master layout plan for each land use pod, including the location of land uses, streets, greenways, recreation/parks and housing types. Land use pods may be subdivided by minimum 50' of open space consisting of greenways, drainage areas or trails within greenway areas. ~~The petitioner may submit master layout plans for portions of the pods separated from the rest of the pod by minimum 50' greenway(s). This layout must be reviewed and approved by the Planning and Zoning Commission for consistency with the overall master plan and performance conditions. Any change to the approved master layout plan after development has commenced shall require a master plan revision. The master plan for the Village Center Mixed Use and Village Center Residential pods will be reviewed and approved by the Board of County Commissioners.~~
5. Lot sizes and housing types may vary within each land use area residential mixed use pod; ~~however, detached and attached housing products may not be placed on the same residential street, except for the "village center mixed use" and "village center residential" land use areas.~~
6. Development abutting existing platted single family lots shall consist of single family residential development separated by a minimum of 50' of open space consisting of greenways, drainage areas or trails within greenway areas ~~or the petitioner will be required to construct a wall separating the new development from the existing platted single family lots.~~
7. The ~~"low density neighborhood"~~ single family/villas Areas are approved with the following land uses and minimum development standards:
 - Single Family Detached
 - Minimum Lot Size: 5,500 s.f. (deviation from 6,000 s.f., previously approved);
 - Minimum lot widths: 50' (deviation from 60'; No min lot width previously approved);
 - Minimum lot width Curve/Cul- 35'
 - Maximum FAR: .65 (deviation from .35)

Maximum height: 35 feet

Front: 25

Side: 5' (deviation from 10 feet, previously approved)

Rear: 15' (deviation from 20 feet, previously approved)

Villas will be allowed in the single-family areas based upon the standards listed below in the mixed use areas

Z-lot line single family detached

Front: 25'

Side: 5'/0'

Rear: 15'

Villas

Maximum Lot Coverage-70% (deviation from 45%)

Minimum Lot Width - 35 feet (deviation from 75 feet)

Minimum Lot Area –3,850 square feet (deviation from 12,000 square feet; previously approved 3,850 square feet)

Maximum Height-35 feet (2 stories)

Setbacks:

Front-20' (deviation from 25 feet)

Sides- 5'/0' (deviation from 10 feet; previously approved)

Rear-15 feet (deviation from 20 feet)

~~Recreation uses approved include neighborhood parks, tot lots, passive recreation areas and open spaces. No buildings and structures in passive recreation areas shall be located within 10' of the lot line. No buildings and structures in active recreation areas shall be located within 50' of the lot line, unless significant buffers are provided, in which case the setbacks may be reduced to 10 feet.~~

8. The ~~“medium density neighborhood”~~ Residential mixed-use areas are approved with the following land uses and minimum development standards:

~~Single Family (single family detached, cluster homes, patio homes)~~

~~Minimum Lot Sizes: 4,500 s.f. (deviation from 6,000 s.f.); 5,500 s.f. (deviation from 6,000 s.f. - previously approved 5,500 s.f.); 6,500 s.f.~~

~~Minimum lot width: 45' (deviation from 60'; No min lot width previously approved)~~

~~Minimum lot width Curve/Cul-de-sac 30'~~

~~Maximum FAR: .65 (deviation from .35)~~

~~Maximum height: 35 feet~~

Setbacks:

Front: ~~25~~ 20' (deviation from 25')

Side: 5' (deviation from 10', previously approved)

Rear: 15' (deviation from 20', previously approved)

Duplexes, ~~t~~-Townhomes

Minimum Lot Size: ~~3,850~~ 1,800 s.f. (deviation from 12,000 s.f.)

Minimum Lot Width-18 feet (deviation from 75')

Maximum FAR: .75 (deviation from .35)

Maximum height: 35 feet

Setbacks:

Front: ~~25~~ 20' (deviation from 25')

Side: 0'/5' (deviation from 10, previously approved)

Rear: 15' (deviation from 20', previously approved)

Villas

Maximum Lot Coverage-70% (deviation from 45%)

Minimum Lot Width - 35 feet (deviation from 75 feet)

Minimum Lot Area ~~3,850~~ 3,850 square feet (deviation from 12,000 square feet;
3,850 Previously Approved)

Maximum Height-35 feet (2 stories)

Setbacks:

Front-20' (deviation from 25 feet)

Sides- 5'/0' (deviation from 10 feet; previously approved)

Rear-15 feet (deviation from 20 feet)

Note: Villas may also be detached, in which case they will meet the 5' side yard setback.

Alley accessed housing 1

Minimum Lot Size ~~3,850~~ s.f.

Front: ~~0'~~ minimum 5' maximum

Side: 5'

Rear: 15'

~~Minimum 10' alley between rows of structures~~

Alley accessed housing 2

Minimum Lot Size ~~3,850~~ s.f.

Front: 15'

Side: 5'

Rear: 15'

Minimum 10' alley between rows of structures

~~So that uniform setbacks are observed within any given block, either alley-accessed housing 1 or alley-accessed housing 2 shall be constructed within any given block. Townhouses could be an alley-accessed product.~~

~~Multifamily is approved with development standards with the R-3 zoning district.~~

~~Resort Residential is approved with development standards consistent with the RR zoning district.~~

~~Multifamily and single family are to be located on separate streets.~~

~~Recreation uses approved include neighborhood parks, tot lots, passive recreation areas and open spaces. No buildings and structures in passive recreation areas shall be located within 10' of the lot line. No buildings and structures in active recreation areas shall be located within 50' of the lot line, unless significant buffers are provided, in which case the setbacks may be reduced to 10 feet.~~

9. The "village-center residential" multifamily areas is are approved with the following land uses and minimum dimensional standards:

Multifamily

Number of units: 400

Maximum units per building: 24 (deviation from 12)

Maximum Lot Coverage: 45% building area coverage for multi-family acreage.

Maximum Height: 45 feet

Setbacks:

Front—25 feet

Sides- 0 feet Internal/7.5 feet External (Deviation from 10 feet in R-3)

Rear- 20 feet

Building Separation-15 feet

Single Family(single family detached, cluster homes, patio homes)

Minimum Lot Size 5,500 s.f.

Front: 25'

~~Side: 5'~~
~~Rear: 15'~~

~~Duplexes, townhomes~~
~~Minimum Lot Size 3,850 s.f.~~
~~Front: 25'~~
~~Side: 0'/5'~~
~~Rear: 15'~~

~~Alley accessed housing 1~~
~~Minimum Lot Size 3,850 s.f.~~
~~Front: 0' minimum 5' maximum~~
~~Side: 5'~~
~~Rear: 15'~~
~~Minimum 10' alley between rows of structures~~

~~Alley accessed housing 2~~
~~Minimum Lot Size 3,850 s.f.~~
~~Front: 15'~~
~~Side: 5'~~
~~Rear: 15'~~
~~Minimum 10' alley between rows of structures~~

~~So that uniform setbacks are observed within any given block, either alley-accessed housing 1 or alley-accessed housing 2 shall be constructed within any given block. Townhouses could be an alley-accessed product.~~

~~Villas~~
~~Minimum Lot Size 3,850 s.f.~~
~~Front: 25'~~
~~Side: 0'~~
~~Rear: 15'~~

~~Multifamily is approved with development standards with the R-3 zoning district.~~

~~Maximum building height of multifamily buildings is four (4) stories provided; however, in its sole discretion, the BCC may approve multifamily buildings up to eight (8) stories~~

~~Resort Residential is approved with development standards consistent with the RR zoning district.~~

~~Child care facilities, places of public assembly and congregate care homes are subject to the C-1 zoning district development standards.~~

~~Recreation uses approved include neighborhood parks, tot lots, passive recreation areas and open spaces. No buildings and structures in passive recreation areas shall be located within 10' of the lot line. No buildings and structures in active recreation areas shall be located within 50' of the lot line, unless significant buffers are provided, in which case the setbacks may be reduced to 10 feet.~~

~~10. The "village center mixed use" area is approved with the following land uses:~~

~~Single Family (single family detached, cluster homes, patio homes)~~

~~Minimum Lot Size 5,500 s.f.~~

~~Front: 25'~~

~~Side: 5'~~

~~Rear: 15'~~

~~Duplexes, townhomes~~

~~Minimum Lot Size 3,850 s.f.~~

~~Front: 25'~~

~~Side: 0'/5'~~

~~Rear: 15'~~

~~Alley accessed housing 1~~

~~Minimum Lot Size 3,850 s.f.~~

~~Front: 0' minimum 5' maximum~~

~~Side: 5'~~

~~Rear: 15'~~

~~Minimum 10' alley between rows of structures~~

~~Alley accessed housing 2~~

~~Minimum Lot Size 3,850 s.f.~~

~~Front: 15'~~

~~Side: 5'~~

~~Rear: 15'~~

~~Minimum 10' alley between rows of structures~~

~~So that uniform setbacks are observed within any given block, either alley-accessed housing 1 or alley-accessed housing 2 shall be constructed within any given block. Townhouses could be an alley-accessed product.~~

~~Villas~~

~~Minimum Lot Size 3,850 s.f.~~

~~Front: 25'~~

~~Side: 0'~~

~~Rear: 15'~~

~~Residential flats containing a minimum 800 square feet of area are allowed above buildings containing nonresidential uses. The parking areas provided for mixed use structures must meet the County's parking area standards for the combined uses.~~

~~Multifamily is approved with development standards with the R-3 zoning district.~~

~~Maximum building height of multifamily buildings is four (4) stories provided; however, in its sole discretion, the BCC may approve multifamily buildings up to eight (8) stories~~

~~Resort Residential is approved with development standards consistent with the RR zoning district.~~

~~Permitted commercial uses include all of the C-3 uses and additional C-1 uses including dry cleaning establishments, child care facilities, places of public assembly, congregate care homes and restaurants, subject to the C-3 zoning district development standards.~~

~~Recreation uses approved include neighborhood parks, tot lots, passive recreation areas and open spaces. No buildings and structures in passive recreation areas shall be located within 10' of the lot line. No buildings and structures in active recreation areas shall be located within 50' of the lot line, unless significant buffers are provided, in which case the setbacks may be reduced to 10 feet.~~

~~11. The "business park" areas are approved with the following land uses:~~

~~Multifamily uses subject to the R-3 development standards.~~

~~Maximum building height of multifamily buildings is four (4) stories provided; however, in its sole discretion, the BCC may approve multifamily buildings up to eight (8) stories.~~

~~Resort Residential subject to the RR development standards.~~

~~All C-1 uses are approved subject to C-1 zoning district development standards.~~

~~Education facilities and congregate care homes are subject to C-1 zoning district development standards.~~

~~Recreation uses approved include neighborhood parks, tot lots, passive recreation areas and open spaces. No buildings and structures in passive recreation areas shall be located within 10' of the lot line. No buildings and structures in active recreation areas shall be located within 50' of the lot line, unless significant buffers are provided, in which case the setbacks may be reduced to 10 feet.~~

- ~~12. The 12-acre parcel to the immediate west of the Suncoast Parkway is not allowed the requested changes to "business park" land uses without the petitioner's demonstration of access to the parcel.~~
- ~~13. The minimum perimeter setbacks buffers shall be 20 feet for all residential uses areas or pods with the exception of the east adjacent to the power line corridor which shall be 0 feet, 35' for nonresidential uses and 15' along the Florida Power easement with perimeter setbacks of 35 feet.~~
- ~~14. A 15' wide vegetative buffer is required adjacent to the landfill property.~~
- ~~15. Greenways shall comprise a minimum 25' wide vegetated corridor containing a minimum 10' wide paved pathway. The paved Paved and/or stabilized pathways shall be allowed within greenways at a minimum 8' wide, and shall consist of open space, passive recreation and retention. within a 10' wide stabilized ROW if bicycle traffic is expected to be low, pedestrian use of the facility is not expected to be more than occasional, there is good horizontal and vertical alignment and the path is not subjected to maintenance vehicle damage causing pavement edge damage during normal maintenance activities. All of the land use areas in the western parcel shall be connected via greenway to the "village center mixed use" land use area. A land use area shall be considered served by a greenway if a residential street within the land use area is accessible to the greenway.~~
- ~~16. A cart path connection to Sugarmill Woods is allowed if the petitioner can provide an approval from Citrus County to make a connection on the Citrus County side.~~
- ~~17. The petitioner may enter into a binding development agreement with the County, to be executed prior to development commencing in Seville, including the developer will~~

~~provide 80' ROW from Thrasher's eastern terminus to the eastern part of the Seville development at the time development commences.~~

- ~~18. Residential driveways may be allowed on roadways not serving more than 150 dwelling units.~~
- ~~19. The petitioner shall design the private roadway system to ensure adequate stacking distances for gated entrances, as determined by the County Engineer.~~
- ~~20. The petitioner shall be limited to a total of four access points into the project from US 98.~~
- ~~21. The petitioner shall meet all permit conditions for the access points.~~
- ~~22. The petitioner shall provide a mutually agreeable 2.5 acre fire station site for future development and be eligible for impact fee credits.~~
- ~~23. The petitioner may utilize the two (2) FDOT DRAs south of US 98 and adjacent to the eastern parcel if FDOT agrees to the arrangement.~~
- ~~24. The petitioner may retain drainage from Seville on adjacent Florida Power easements or ROWs if Florida Power concurs.~~
- ~~25. The petitioner shall obtain and comply with any DEP, SWFWMD, or FWC permits that may be required for the subject site.~~
- ~~26. The petitioner may provide up to 800 dwelling units in the "village center mixed use" and the "village center residential" pods.~~
- ~~27. Prior to the issuance of any building permit for a building more than three (3) stories, provision must be made to have the necessary fire protection available, as deemed appropriate by the County.~~

New Conditions:

1. The petitioner must apply for and receive a Finding of School Capacity from the School District prior to the approval of the final plat for each phase or the functional equivalent. The County will only issue a certificate of concurrency for schools upon the School District's written determination that adequate school capacity will be in place or under actual construction within three (3) years after the issuance of subdivision approval or site plan approval (or functional equivalent) for each level of school without mitigation, or with the execution of a legally binding proportionate share mitigation agreement.
2. Covenants and restrictions for this development that indicate that the community is age restricted shall be submitted to the Hernando County School District at the time of conditional plat or Site Development Permit if developed as a rental community to exempt the project from school concurrency requirements.
3. The petitioner shall enter into an amended utility service agreement if required by the County.
4. An updated Traffic Access Analysis by phase will be required for any increase in equivalent trips above what is approved in any Traffic Access Analysis approved by the County. Any

- improvements identified by the approved Traffic Access Analysis will be the responsibility of the developer as required and/or indicated by an associated Development Agreement.
5. The petitioner shall provide the minimum neighborhood park acreage in accordance with the Hernando County Land Development Regulations. The proposed master plan includes plans for a centralized recreation area which shall meet the requirement for neighborhood parks provided it meets the minimum size requirement for aggregate acreage. If not, the greenways including any trails, open space and/or passive recreation areas shall be counted toward meeting this requirement.
 6. The petitioner shall provide a wildlife survey to include a gopher tortoise survey, prepared by a qualified professional prior to any phase of development occurring on the property. Furthermore, copies of any required permits shall be provided prior to the issuance of construction permits by Hernando County.
 7. The petitioner shall provide additional holiday/visitor parking in the amount of 10% of the total parking required for the townhome units to provide adequate parking for the community.
 8. The maximum number of units in the Mixed Use and Single Family and/or Villa Areas shall be 3400. The total number of units shall not exceed 3,800.
 9. The petitioner shall provide a revised plan in compliance with all the performance conditions within 30 calendar days of receipt from county staff of the BOCC approval action report. Failure to submit the revised plan will result in no further development permits being issued.

Current Land Use and Zoning:

The current land use designations on the site are Residential, Recreation, Conservation and Public Facility (340143) according to the Hernando County 2040 Comprehensive Plan. Please see Figure 2 for the current land use designation.

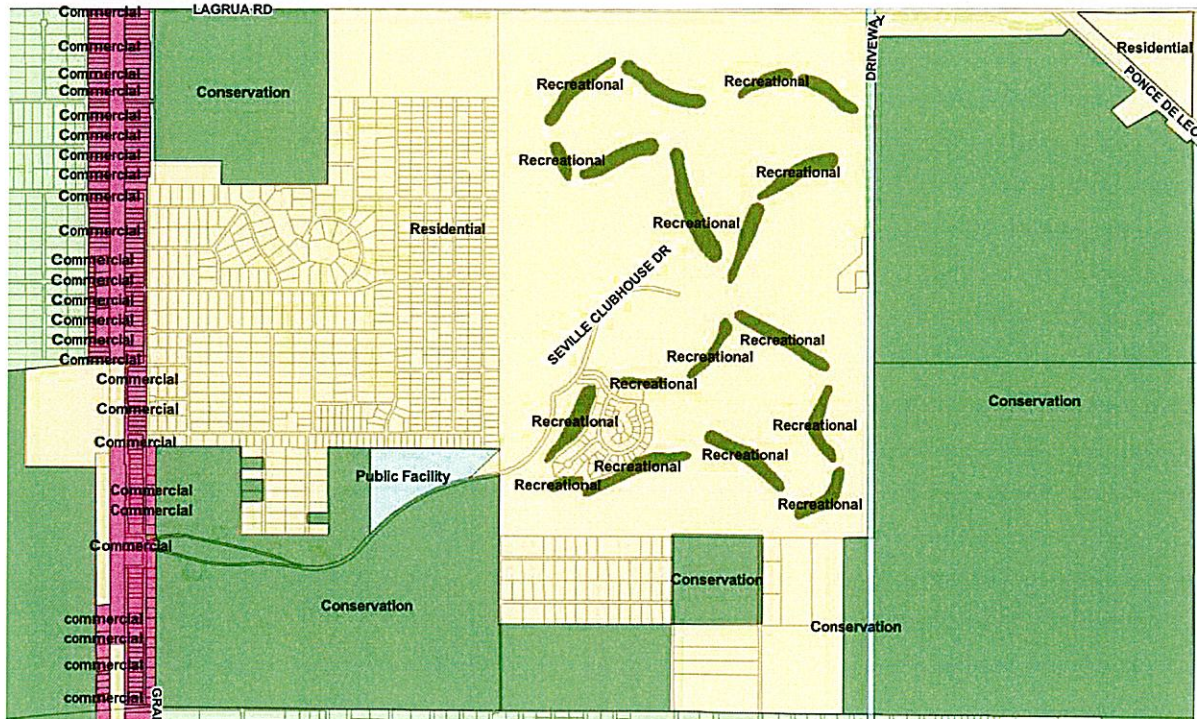


Figure 2. Seville West (1099992, 1100007 and 1259863) Comprehensive Plan Future Land Use Map

The site is currently zoned Combined Planned Development Project (CPDP). Please see Figure 3 for the current zoning designation.

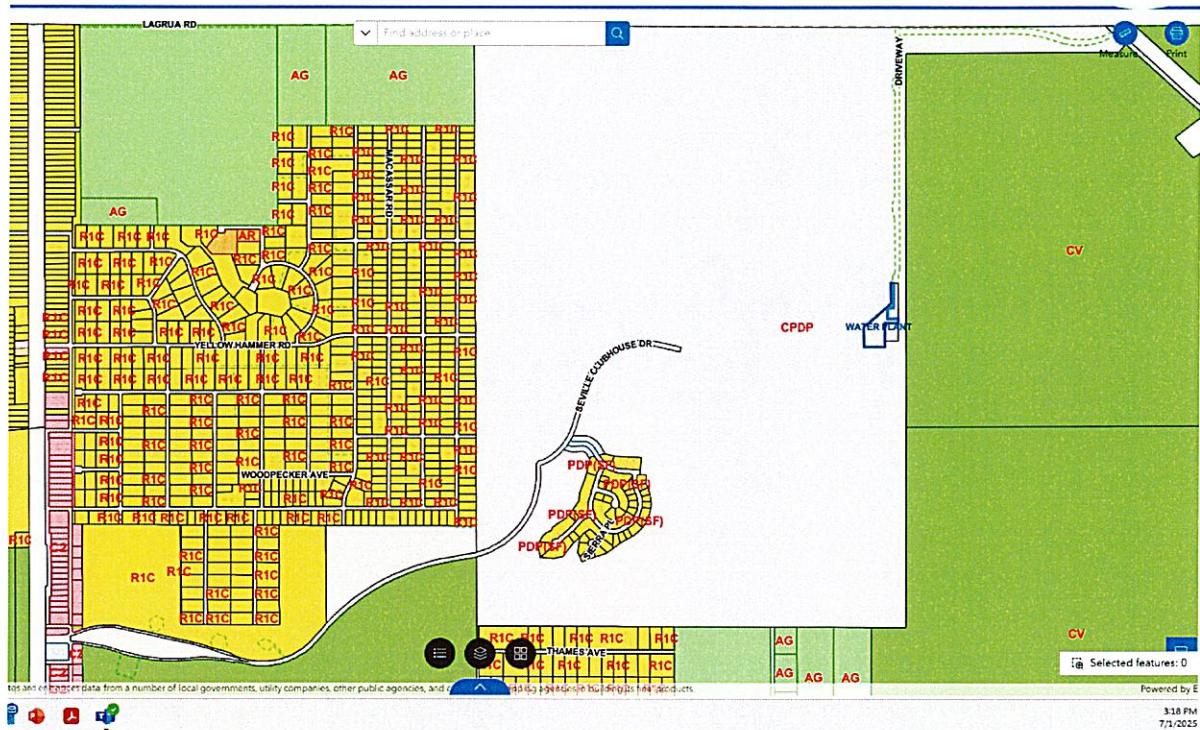


Figure 3. Seville West (1099992, 1100007 and 1259863) Current Zoning Map

Surrounding Zoning and Land Use:

The following table identifies the zoning classifications and Comprehensive Plan Future Land Use Map designations for surrounding properties.

	Property Description	ZONING	FLUM
North	Citrus County, Single Family (Royal Highlands)	Not Applicable, R-1C	Not Applicable, Residential
South	Single Family (Royal Highlands), Single Family (Seville Golf Community The Barcelona Unit) Conservation, Acreage	R-1C, PDP/SF, CV and AG	Residential and Conservation
East	Commercial Way (US 19), Church, Vacant	Conservation land	Conservation
West	Vacant lots and scattered residences	CV, R-1C, C-2	Conservation land, Residential and Commercial (along Commercial Way)

Comprehensive Plan Consistency:

The site is currently designated as Residential, Recreation, Conservation and Public Facility by the Hernando County 2040 Comprehensive Plan Future Land Use Map. The proposed zoning is consistent with the following Objectives and Strategies of the Comprehensive Plan:

Residential Category

Objective 1.04B: The Residential Category allows primarily single family, duplex, resort and multi-family housing and associated ancillary uses such as recreational and institutional. Office and certain commercial uses may be allowed subject to the locational criteria and performance standards of this Plan. Residential density shall not exceed 22 dwelling units per gross acre.

Strategy 1.04B(2): Future residential development will be planned to locate where the Residential Category predominates on the Future Land Use Map as determined by the availability of facilities and services, the need to accommodate future growth, the strategies to

discourage the proliferation of urban sprawl, and the impacts to natural resources, including groundwater.

Single-Family Housing

Strategy 1.04B(3): The Residential Category will include zoning for single-family housing, generally averaging a density of 2.5 dwelling units per gross acre to 6.0 dwelling units per gross acre comprised of varying lot sizes and dwelling unit types such as senior housing, villa housing, single family detached housing, and zero lot line housing.

Analysis: The primary development area is located in the Residential Category which is designated to provide for new development as indicated by the availability of facilities and services. Single family housing is allowed at a density between 2.5 and 6.0 dwelling units per acre. The site is proposed for single family development at a density of 3.47 dwelling units per acre.

Multi-Family Housing

Strategy 1.04B(4): The Residential Category includes zoning for multi-family housing generally averaging 7.5 dwelling units per gross acre up to 22 dwelling units per gross acre in order to provide for a diversity of housing choices. Multifamily housing should be located within, or in close proximity to urban areas shown on the Adjusted Urbanized Area Map, or near shopping and employment centers or within Planned Development Projects.

Strategy 1.04B(7): All multi-family developments shall be located such that the integrity of nearby established single family neighborhoods is preserved: a. multi-family development may serve as a density transition located on the periphery of single family neighborhoods and connecting to higher intensity uses;

Analysis: The multifamily housing is proposed in an area that is designated for medium density residential on the approved master plan, and meets the requirement that it is located in an area appropriate for the use along the project entrance collector roadway, and provides for a transition of uses from the main development area consisting of single family, townhomes and villas.

Recreation Category Objective 1.04J:

The Recreation Category allows major recreational facilities including private or public parks and recreational facilities, recreational lodgings, ancillary commercial uses and housing for security purposes.

Analysis: The Recreation Category covers areas on the approved master plan that were conceptually depicted as golf course, consistent with the original intent of the Comprehensive

Plan to depict recreational facilities on the Future Land Use Map. These areas will be set aside as greenways, recreation, open space and drainage on the updated Seville West master plan. Since the Recreation designation is not parcel specific and conceptually depicted on the Future Land Use Map, adjustments to the Seville West recreation areas are allowable without a Comprehensive Plan Amendment pursuant to Strategy 1.04A(1) of the Comprehensive Plan. Strategy 1.04A(2) requires rezoning requests to be consistent with the overall **intent** of the Future Land Use Map (FLUM) and Comprehensive Plan strategies in terms of **potential** use or character. The previously approved and constructed golf course is being replaced with interconnected corridors of open space consisting of greenways, drainage areas and/or trails that maintain the overall intent of the Recreation comprehensive plan designation.

Conservation Category Objective 1.04F:

The Conservation Category allows timbering (with a management plan) and limited resource-oriented recreational activities such as hiking, picnicking and fishing. Accessory residential units for security purposes may also be allowed

Analysis: The Conservation Category covers the entrance road (Seville Parkway) median which will remain as conservation open space on the updated Seville master plan.

Public Facilities Category

Objective 1.04K The Public Facilities Category includes major facilities that serve a large portion of the County, the entire County, or that include service areas beyond the County. Examples include landfills, power plants, major or new power easements, and regional potable water and wastewater treatment facilities.

Analysis: The area currently designated by the Future Land Use Map as Public Facilities was originally intended to provide a site for a wastewater treatment facility. The area is primarily vacant with the exception of a utility lift station which sends wastewater to the Glen Regional Treatment Facility. Since the area is zoned CPDP which is set aside for medium density residential development by the approved master plan, and not being used as a major public facility, the designation should be treated as a scrivener's error.

Dimensional Standards

Dimensional Standards and requested deviations are indicated in the redline conditions above.

Minimum Perimeter Setbacks: 35 feet

Perimeter Buffers: Minimum 20 foot landscaped buffers on all sides (with the exception of to the east which shall be 0)

The multifamily perimeter setback and buffer is 50 feet on the west and north

Environmental:

The subject property is a previously constructed golf course, which is now vacant, and some platted undeveloped lots. Large, undeveloped, moderately wooded areas are situated adjacent to the former golf course fairways and the property lies amongst a mix of low and medium density residential areas, and state owned land. The potential for occurrence of protected species on the subject property is moderate. Gopher tortoise burrows, a state threatened species, were confirmed within the property boundary and an off site gopher tortoise relocation permit must be obtained from FWC and the gopher tortoises relocated prior to site development. There were no other state or federally listed species detected on the property during the listed species surveys.

Topography:

Topography on the site ranges from 35' on the western and eastern sides of the site to 105' in the center of the site. See Figure 4 for the site topography.

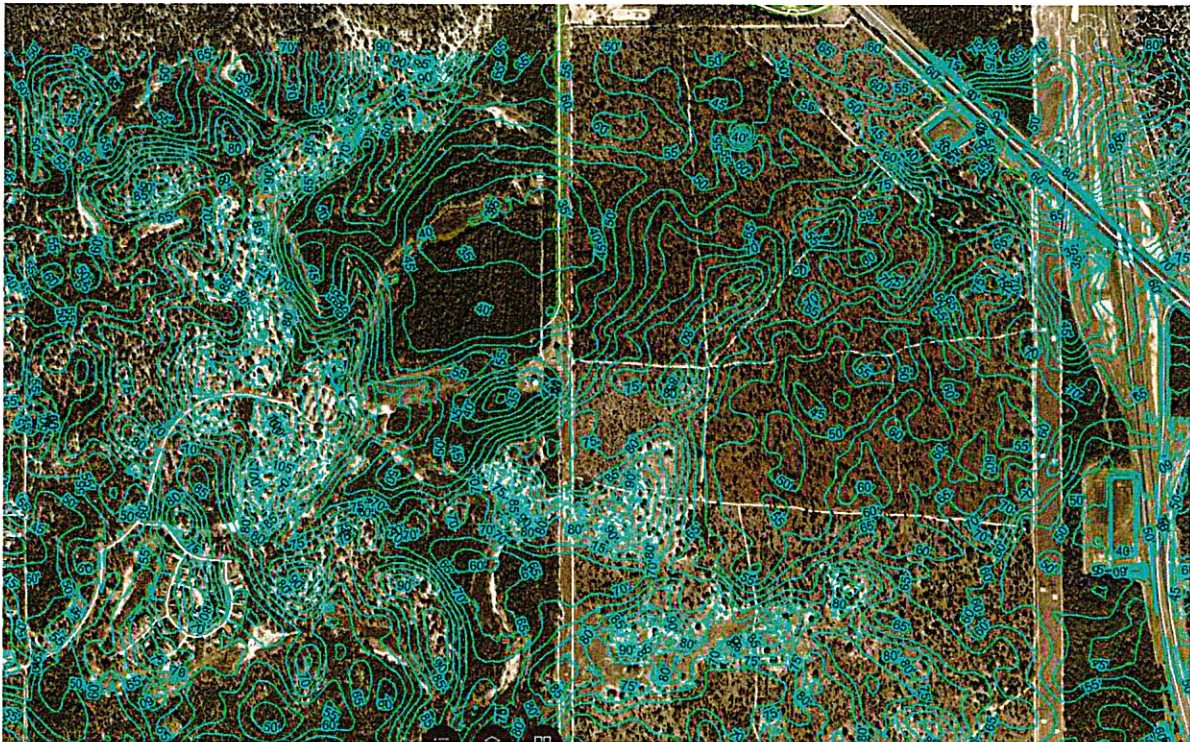


Figure 4. Seville West (1099992, 1100007 and 1259863) Topography Map

Floodplain:

The subject site is not located in a designated flood hazard area. See figure 5. A surface water is located within the former golf course that was historically used as a holding pond to irrigate the golf course. This surface water body appears to be jurisdictional and regulated by SWFWMD due to its size.

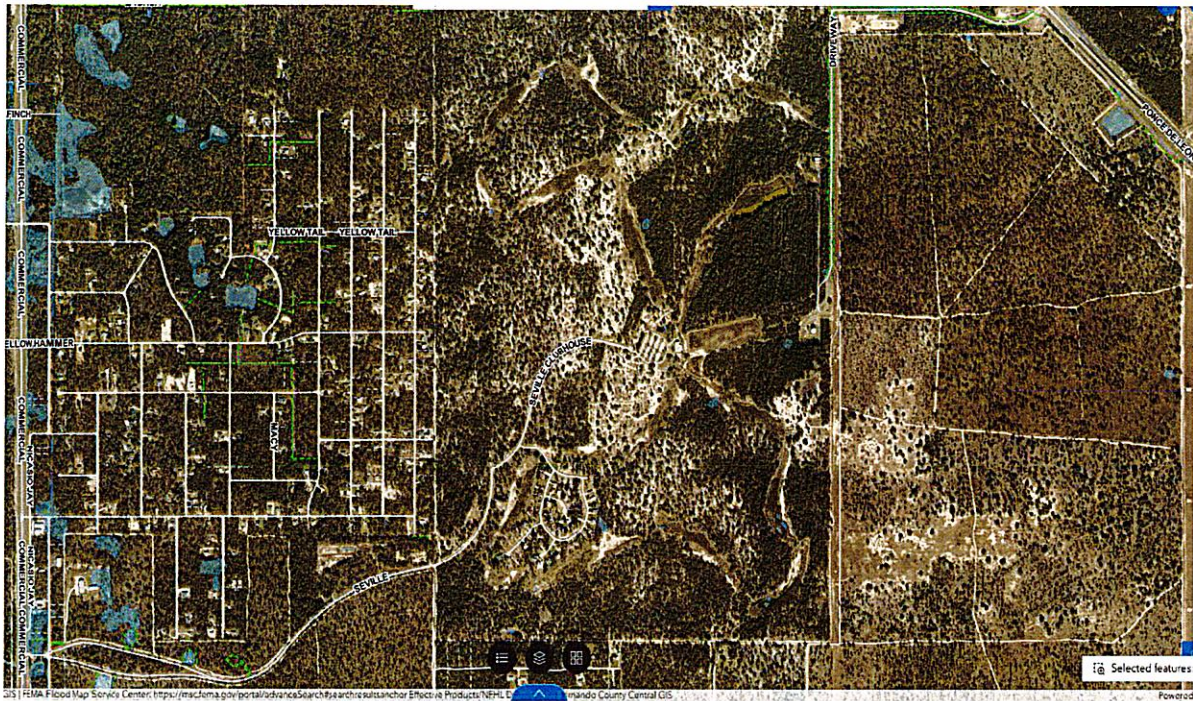
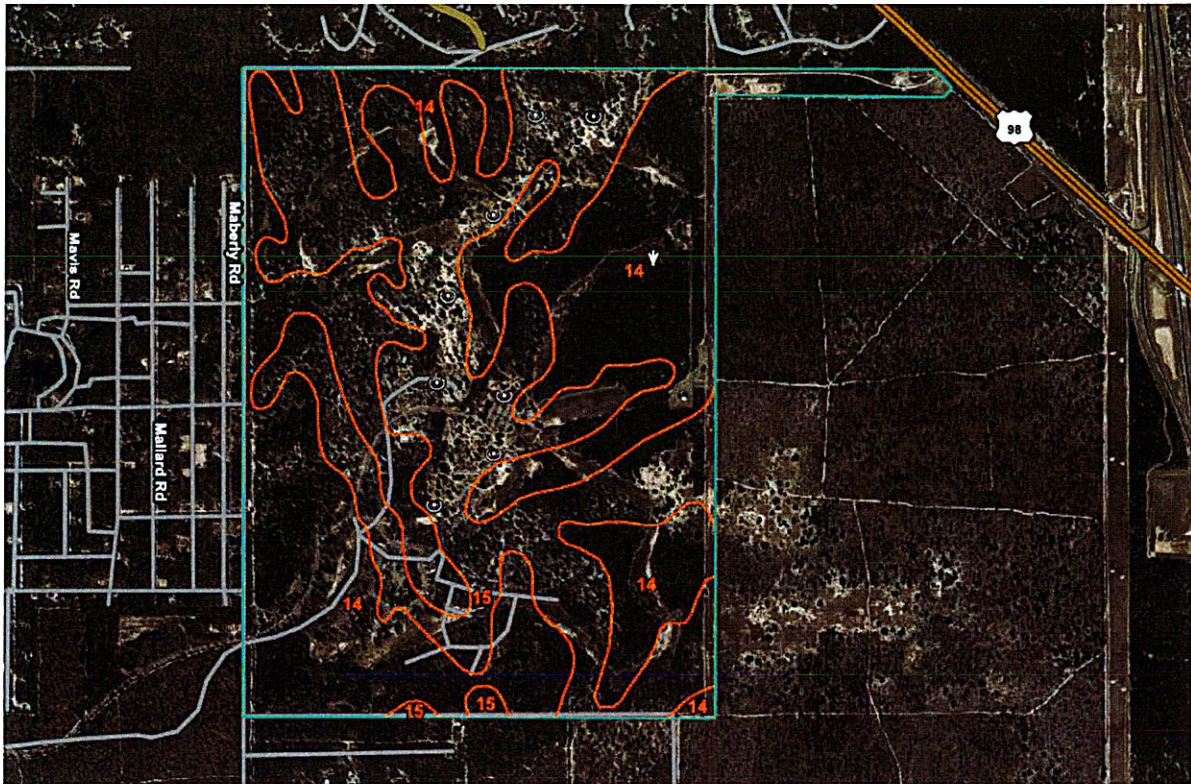


Figure 5. Seville West (1099992, 1100007 and 1259863) Floodplain Map

Soils:

The soils associated with this site are mainly Candler Fine Sand. The Candler series consists of very deep, excessively drained, very rapidly to rapidly permeable soils on uplands, which are fast-draining and conducive for residential development and stormwater retention. Figure 6 identifies the soil types.



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
14	Candler fine sand, 0 to 5 percent slopes	613.2	55.6%
15	Candler fine sand, 5 to 8 percent slopes	489.6	44.4%
Totals for Area of Interest		1,102.8	100.0%

Figure 6. Seville West (1099992, 1100007 and 1259863) Soil Map

Public Facility Impacts:

Utilities:

The site will be served by Hernando County Utilities for sewer and water. A capacity analysis will be conducted during the engineering phase of development, and any required improvements will be completed by the developer.

Solid Waste:

Solid waste will be disposed of at the County landfill and will include pick-up by a County authorized private hauler.

Drainage

The exact size and location of drainage retention areas will be determined during the engineering design phase. The final drainage design will be permitted in accordance with the requirements of the Southwest Florida Water Management District (SWFWMD and Hernando County). Preliminary engineering places retention areas along the north and south property lines of the site.

Parks:

The Seville West master plan includes a centralized recreation area that will meet the requirement for neighborhood park acreage under Section 26.75 of the Land Development Regulations. In addition, the proposed master plan provides greenways consisting of open space, drainage and passive recreation which can be counted toward this requirement.

Schools:

A certification of concurrency will be obtained from The Hernando County School District demonstrating adequate capacity to serve the project at the time of development. The schools assigned to the property are Winding Waters K-8 and Weeki Wachee High. Mitigation of public school impacts may be required by separate agreement with the School District.

Access:

The site has access from Commercial Way (US 19), a four-lane arterial roadway with an excellent level of service. The development will prepare a traffic impact study in accordance with County and FDOT requirements. Any required improvements will be outlined in a development agreement.

Deviations:

The new and previously approved deviations are identified in the redline conditions above. For clarity, all Dimensional Standards and specifically approved prior deviations have been clearly identified in the revised conditions above.

APPENDIX

DEVELOPMENT AGREEMENT

SEVILLE WEST

59/3

INSTR #2013068783 BK: 3060 PG: 1570 Page 1 of 59
FILED & RECORDED 12/12/2013 4:13 PM ERL Deputy Clk
Don Barbee Jr, HERNANDO County Clerk of the Circuit Court

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DL

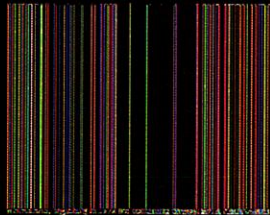
RETURN TO:
HERNANDO COUNTY ATTORNEY'S OFFICE
20 N MAIN ST, STE 462
BROOKSVILLE, FL 34601-2850

DEVELOPMENT AGREEMENT SEVILLE WEST

This DEVELOPMENT AGREEMENT (herein "AGREEMENT") is made
and entered into on this 19th day of November 2013, by and between NEW
SEVILLE 2011 DEVELOPMENT, LLC (herein "NEW SEVILLE" or
"DEVELOPER"), a Delaware limited liability company, and HERNANDO

COUNTY (herein "HERNANDO" or "COUNTY" or "DISTRICT"), a political subdivision of the State of Florida. The parties state: RECITALS WHEREAS, NEW SEVILLE is currently the owner and developer of approximately one thousand one hundred twenty-nine (1,129) acres located west of	COUNTY (herein "HERNANDO" or "COUNTY" or "DISTRICT"), a political subdivision of the State of Florida. The parties state: RECITALS WHEREAS, NEW SEVILLE is currently the owner and developer of approximately one thousand one hundred twenty-nine (1,129) acres located west of	COUNTY (herein "HERNANDO" or "COUNTY" or "DISTRICT"), a political subdivision of the State of Florida. The parties state: RECITALS WHEREAS, NEW SEVILLE is currently the owner and developer of approximately one thousand one hundred twenty-nine (1,129) acres located west of
the Sunset Parkway and south of U.S. Highway 94 in Hernando County, Florida (herein "PROPERTY", "PROJECT" or "SEVILLE WEST"); and WHEREAS, a legal description of SEVILLE WEST is attached as Exhibit A; and WHEREAS, the development described herein has been deemed viable from	the Sunset Parkway and south of U.S. Highway 94 in Hernando County, Florida (herein "PROPERTY", "PROJECT" or "SEVILLE WEST"); and WHEREAS, a legal description of SEVILLE WEST is attached as Exhibit A; and WHEREAS, the development described herein has been deemed viable from	the Sunset Parkway and south of U.S. Highway 94 in Hernando County, Florida (herein "PROPERTY", "PROJECT" or "SEVILLE WEST"); and WHEREAS, a legal description of SEVILLE WEST is attached as Exhibit A; and WHEREAS, the development described herein has been deemed viable from
undergoing the Development of Regional Impact review process pursuant to Section	undergoing the Development of Regional Impact review process pursuant to Section	undergoing the Development of Regional Impact review process pursuant to Section

NOTICE, Trade Secret, which does not advise the user to comply with all other applicable state or local government permitting procedures, and



For more information of agency compliance in accordance with 2017-03-01, visit www.irs.gov/efile or to produce a PDF document, visit www.irs.gov/efile.

WFOHAR, NWT-SWV-LS and WFOHAR are hereby...



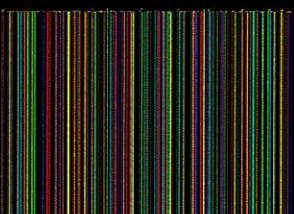
With respect to the following documents, all of the agencies by and between WFOHAR and WFOHAR, or to produce a PDF document, visit www.irs.gov/efile.

WFOHAR is hereby...



AGENCY shall provide all existing agreements and all existing agreements and documents and shall provide all existing agreements and documents.

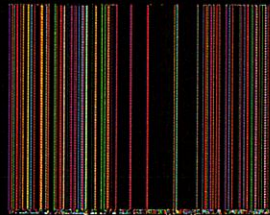
WFOHAR, in addition to providing all existing agreements, shall also provide the following and shall provide all existing agreements and documents.



permitted, and

1

NOTICE, Trade Secret, which does not advise the user to comply with all other applicable state or local government permitting procedures, and



For more information of agency compliance in accordance with 2017-03-01, visit www.irs.gov/efile or to produce a PDF document, visit www.irs.gov/efile.

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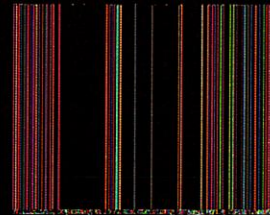
WFOHAR, in addition to providing all existing agreements, shall also provide the following and shall provide all existing agreements and documents.



permitted, and

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NOTICE, Trade Secret, which does not advise the user to comply with all other applicable state or local government permitting procedures, and



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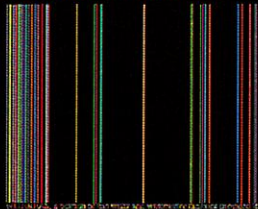
WFOHAR, in addition to providing all existing agreements, shall also provide the following and shall provide all existing agreements and documents.



permitted, and

3

WHEREAS, it is the intent of the COUNTY and DEVELOPER to concurrently enter into a comparable development agreement for the property on the east side of the Success Parkway known as SEVILLE EAST; and



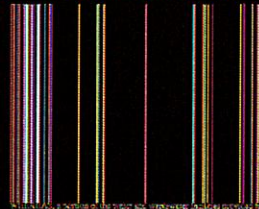
SEVILLE EAST, a portion of the eastern end of the property, for which shall also enter SEVILLE EAST and the local and residential for providing water and wastewater services to SEVILLE EAST shall be the subject of a separate agreement; and

WHEREAS, while the terms and conditions for providing water and

wastewater services to SEVILLE EAST shall be the subject of a separate agreement, the design and construction of certain water and wastewater facilities for SEVILLE WEST will require the understanding and take into account the requirements for SEVILLE EAST.

SECTION 3.1. INITIALS. The foregoing terms and conditions, from a

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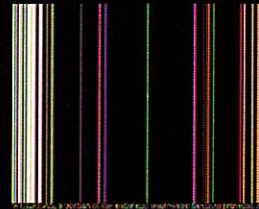
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SECTION 3.1. INITIALS. The foregoing terms and conditions, from a

material part of this AGREEMENT, and are incorporated herein by reference.

SECTION 3.2. DEFINITIONS. The capitalized terms contained herein shall be defined as set forth in the above recitals or as specified in the following paragraphs:

SECTION 3.3. DESCRIPTION OF THE DEVELOPMENT. NEW

SEVILLE is the fee simple owner of the PROPERTY, located within the boundaries of HERNANDO COUNTY, Florida, consisting of a total of approximately one

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SEVILLE is the fee simple owner of the PROPERTY, located within the boundaries of HERNANDO COUNTY, Florida, consisting of a total of approximately one

thousand one hundred twenty-nine (1,129) acres and may be developed with up to three thousand eighty-five (3,085) residential units and up to fifty-four thousand (54,000) square feet of commercial uses and other accessory and supporting uses.

SECTION 4. TRANSPORTATION.

A. All public road right-of-way within SEVILLE WEST shall be dedicated to HERNANDO concurrent with the approval of the final plat for each parcel of development in accordance with COUNTY regulations and Facilities Design Guidelines, unless otherwise provided for in this AGREEMENT.

B. The DEVELOPER shall be responsible for paying all road impact fees pursuant to the Hernando County Code of Ordinances, as such provisions may be amended or renumbered from time to time, and subject to receiving certain credits as provided for herein.

C. The DEVELOPER has expended monies for the right of way for the extension of that portion of Thrasher Road through Royal Highlands. The COUNTY has determined that such costs are *not* a Site-related improvement as defined in County Code Sec. 23-136 and that such amount shall be eligible for road impact fee credits under County Code Sec. 23-144(b)(3).

As provided in County Code Sec. 23, the DEVELOPER has submitted to the COUNTY invoices and statements for costs incurred in the acquisition of the Thrasher Road right of way. These costs have been reviewed and approved by the

COUNTY. These costs total One Hundred Fifty-Nine Thousand Four Hundred Seventy-One Dollars and Sixty-Six Cents (\$159,471.66). All road impact fees credits shall be determined in accordance with the Hernando County Code of Ordinances.

SECTION 5. ZONING AND MASTER PLAN. The existing master plan for development shall remain in full force and effect until project build-out and all development in SEVILLE WEST shall be in strict accordance and full compliance with the master plan and performance conditions approved by the Hernando County Board of County Commissioners on August 7, 2002 (H-02-25) unless a revised master plan is approved by the COUNTY pursuant to Appendix A, Article VIII, Section 4 of the Hernando County Code of Ordinances, as may be amended from time to time. The zoning master plan approval is in accordance with the Hernando County Comprehensive Plan and the Hernando County Zoning Code and is attached as Exhibit B. In the event that this AGREEMENT and Exhibit B (and any amendment thereto) conflict, Exhibit B (and any amendment thereto) shall control.

SECTION 6. WATER SUPPLY AND DISTRIBUTION SYSTEM.

A. **Interim Water Supply System.** An interim water supply system has been installed at no cost to the Hernando County Water and Sewer District, herein DISTRICT, to supply potable water for the initial phases of the PROJECT. This system is operated by the DISTRICT.

B. Onsite Water Distribution System. The DEVELOPER shall install, at its own expense, all water distribution lines, fittings, fire hydrants, backflow prevention devices and all other water distribution facilities required within the PROJECT in accordance with applicable rules of the FDEP and Hernando County Codes and Standards. The onsite water distribution system includes all of the facilities needed to transport water from the Permanent Water Supply System to the water users in SEVILLE WEST.

C. Plans and Specifications. The DEVELOPER agrees to prepare or have prepared plans and specifications required for the onsite water distribution lines, fittings, fire hydrants, back-flow prevention devices, and other water distribution facilities. All engineering services necessary for the preparation of these plans, construction inspection and supervision, engineer's certification, and preparation and submittal of one (1) set of reproducible mylars and two (2) sets of sealed, signed and dated "As Built" or "Record" Drawings to the DISTRICT shall be at the expense of the DEVELOPER.

DEVELOPER agrees that, before the plans or specifications prepared by the DEVELOPER in accordance with this AGREEMENT are submitted for review by any regulatory agency, the plans and specifications shall have been submitted to and approved in writing by the DISTRICT. Plans and specifications shall be either approved or disapproved in writing within ten (10) business days of the date when

such documents are submitted to the DISTRICT and approval of such plans and specifications shall not be unreasonably withheld.

D. Payment of Water Connection Fee. The DISTRICT shall collect individual water connection fees as building permits are issued, pursuant to the ORDINANCE, as amended. No connection fee credits will be provided to the DEVELOPER for the construction or expansion of the water supply facilities, onsite water distribution facilities, or for the land dedicated to the DISTRICT for said facilities that are not explicitly provided for in the AGREEMENT.

DEVELOPER has prepaid a portion of the water connection fees for SEVILLE WEST equal to two hundred thirty-seven (237) equivalent residential units (ERUs) at a cost of One Thousand One Hundred Forty-Seven and 00/100 dollars (\$1,147.00) per ERU for a total amount paid of Two Hundred Seventy-One Thousand Eight Hundred Eighty-Five and 00/100 dollars (\$271,885.00).

After the initial two hundred thirty-seven (237) ERU's or prepaid connection fees have been used, all other connection fees shall be paid at the DISTRICT's water connection fee rate at the time payment is made. Connection fees for any non-residential building within the PROJECT shall be paid at the DISTRICT's commercial connection fee rate schedule prior to the issuance of a building permit. In all cases, the DEVELOPER agrees to pay the then current connection fee rates in effect at the time of each payment.

E. Conveyance of Onsite Water Supply and Water Distribution System. The DEVELOPER has conveyed to the DISTRICT the existing water supply system. The onsite water distribution lines and attendant facilities to be constructed will be conveyed to the DISTRICT by means of a Letter of Dedication (an example of which is attached as **Exhibit C**). Easements shall be transferred to the DISTRICT by means of a deed of easement. The DEVELOPER also agrees to convey to the DISTRICT any and all future water supply system and water distribution expansions. Upon final inspection and acceptance, the DISTRICT shall be responsible for the maintenance and operation of the conveyed water supply and distribution facilities without further cost to the DEVELOPER. The DEVELOPER, however, agrees to repair or replace (at the option of the DISTRICT) any facilities conveyed to the DISTRICT, which may have construction or installation defects for a period of eighteen (18) months from the date of conveyance to the DISTRICT; provided prompt notice of defects is given to the DEVELOPER within said eighteen-month period and further provided that the lines and facilities have been properly operated and maintained by the DISTRICT.

F. Onsite Water Supply System. The DEVELOPER agrees to design, permit, construct and install the onsite water distribution system within the normal schedule of the development of the PROJECT. If the DISTRICT so requests, the DEVELOPER agrees to oversize the PROJECT's onsite water distribution system

requested, the DISTRICT agrees to reimburse the DEVELOPER within sixty (60) days of the Engineer's certification of costs based on the actual costs of construction of oversizing the water distribution system based upon certified costs provided by the DEVELOPER's Engineer.

G. Permanent Water Supply System. In order to expedite the availability of a water supply for potable water and fire protection to serve SEVILLE WEST, it is the intent of the DISTRICT and DEVELOPER to work together to have the Permanent Water Supply System (herein, also referred to as "PWSS") substantially completed on or before December 31, 2015. The term "substantially completed" refers to the beneficial use of the PWSS or after FDEP clearance/approval letter.

The PWSS shall consist of all of the facilities and equipment shown on the schematic drawing, attached as **Exhibit E**, including, but not limited to, the following: 750,000 gallon water storage tank, pumps, wells, valves, water supply system yard piping, generators, housing and site work.

As to responsibilities, the DISTRICT shall be responsible for the following:

(1) The design, budgeting and preparation of construction documents and engineers' estimate of the costs of the water supply wells, water supply system yard piping, water storage tank and water treatment plant building and grounds.

(2) The 5-year CIP (Capital Improvement Program) 2013 – 2017 budget contains a provision for Three Million One Hundred Fifty Thousand and 00/100 dollars (\$3,150,000.00) allotted to the design and construction of the PWSS. If said provision is proposed to be changed by DISTRICT, DISTRICT shall give reasonable written notice to DEVELOPER prior to any meeting to vote to change said provision.

(3) The permitting of the water supply wells, water storage tank , water supply system yard piping, and water treatment plant building and grounds.

(4) The construction contract administration (i.e., preparation of bidding and procurement documents together with the supervision of the construction contractors to ensure that the construction is in compliance with the plans and specifications and the construction contract) for the water supply wells, water supply system yard piping, water storage tank and water treatment plant building and grounds.

(5) The commissioning and acceptance of the water supply wells, water supply system yard piping, water storage tank and water treatment plant building and grounds.

(6) The prequalification of qualified bidders, advertising for bids, solicitation of proposals, reviewing bids and contractor qualifications, selecting the lowest qualified bidder, and making contract awards for the construction of the water

supply wells, water supply system yard piping, water storage tank and water treatment plant and grounds.

(7) The processing of: (a) construction contract awards; (b) notices to proceed; (c) payment requests by contractors; and (d) notices of completion for construction contracts awarded in connection with the construction of the PWSS shall be administered by the DISTRICT.

As to responsibilities, the DEVELOPER shall be responsible for the following:

(1) The DISTRICT shall periodically submit documents to DEVELOPER that need to be signed by DEVELOPER in order to reasonably facilitate the design and construction of the PWSS. The DEVELOPER shall execute said documents within ten (10) business days of receipt of said documents or provide written notice why said documents are unreasonable to facilitate the design and construction of the PWSS . DEVELOPER shall not unreasonably withhold signature and the time for DISTRICT to complete construction of the PWSS shall toll if said documents are withheld for longer than ten (10) business days.

(2) The DEVELOPER has provided all necessary land, by easement or conveyance, to construct the PWSS in accordance with the schematic drawing drawings shown in Exhibit E.

H. Milestones to Timely Construct Permanent Water Supply System.

DISTRICT and DEVELOPER have agreed that the PWSS will be constructed in accordance with the four (4) milestones for the PWSS listed below:

(1) DISTRICT shall approve all design work to construct PWSS within seven (7) months of the approval of the AGREEMENT.

(2) DISTRICT shall bid the construction of the PWSS within nine (9) months of approval of the AGREEMENT.

(3) DISTRICT shall award, execute a construction contract, and issue a notice to proceed with the construction of the PWSS within twelve (12) months of approval of the AGREEMENT.

(4) DISTRICT shall substantially complete the PWSS within twenty-four (24) months of approval of the AGREEMENT.

SECTION 7. WASTEWATER TREATMENT AND COLLECTION SYSTEM.

A. Onsite Wastewater Collection and Transmission System. The DEVELOPER shall install, at its expense, all onsite wastewater collections and transmission lines, laterals, and all other wastewater collection and transmission facilities required within the PROJECT in accordance with the applicable rules of the FDEP and Hernando County Codes and Standards.

B. Conveyance of Onsite Wastewater System. The DEVELOPER shall convey to the DISTRICT all onsite collection and transmission mains, appurtenances, and facilities, including a 15-foot easement for said collection and transmission mains. The onsite wastewater collection and transmission facilities shall be conveyed to the DISTRICT by means of a Letter of Dedication, an example of which is attached hereto as **Exhibit C**. Easements have been and shall be conveyed by means of a deed of easement. Upon final inspection and acceptance, the DISTRICT shall be responsible for operation of said facilities without further cost to the DEVELOPER in accordance with the terms of this AGREEMENT. The DEVELOPER agrees to repair or replace (at the option of the DISTRICT) any facilities conveyed to the DISTRICT which may have construction or installation defects for a period of eighteen (18) months from the date of conveyance to the DISTRICT, provided prompt notice of defects is given to the DEVELOPER within said eighteen (18) month period and further provided that the lines and facilities have been properly operated and maintained by the DISTRICT.

C. Permanent Wastewater Treatment System. The permanent wastewater system will include facilities on the property of the DEVELOPER (referred to as "Onsite"), and facilities located off the property of the DEVELOPER (referred to as "Offsite") which are shown and illustrated in the attached **Exhibit D** entitled "Hernando County/Seville Regional Wastewater Transmission and Collection

System” which facilities will be constructed by the DISTRICT as delineated and further described below, with respect to the responsibilities of the DISTRICT and the DEVELOPER.

D. Offsite Subregional Wastewater Transmission System. This system includes a subregional master pump station, force main, improvements at the Glen Subregional Wastewater Treatment Plant and associated facilities to move wastewater to and from the vicinity of the Florida Power/Progress right-of-way near the eastern end of Thrasher Road in Section 15, Township 21 S, Range 18 E to the Glen Subregional Wastewater Treatment Plant. The DEVELOPER has provided all rights-of-way and easements for the offsite Subregional Wastewater Transmission System and the DISTRICT has fully reimbursed the DEVELOPER for all costs incurred and expended in obtaining the rights-of-way and easements, including, but not limited to land costs, permit fees, surveys, attorney fees, and consultant fees.

E. Offsite Connector Force Main. A force main sized for PROJECT build-out, runs from the southeast corner of the PROJECT’s residential development in Section 8, Township 21 S, Range 18 E to the subregional master pump station located in the vicinity of the Florida Power/Progress Energy right-of-way near the eastern end of Thrasher Road in Section 15, Township 21 S, Range 18 E. The DISTRICT has fully reimbursed DEVELOPER for all costs incurred and expended

in obtaining the rights-of-way and easements, including but not limited to, land costs, permit fees, surveys, attorney fees and consultant fees.

F. Onsite Wastewater Collection and Transmission System – Phase One.

This system shall include construction of (1) a properly sized submersible wastewater pump station to accommodate the wastewater flows from Phase One of the PROJECT at build-out and (2) the necessary force main from the Phase One pump station to the DISTRICT's Connector Force Main to be located in the vicinity of the southeast corner of PROJECT's residential development in Section 8, Township 21 S, Range 18 E. Point of connection of onsite facilities to the DISTRICT's offsite facilities shall be as reasonably determined by the DISTRICT. The design, permitting and construction will be accomplished concurrently with the same tasks for the OFFSITE Connector Force Main.

G. Onsite Wastewater Collection and Transmission System – Future Phases.

This system shall include the pump stations, gravity lines, force mains and appurtenances necessary to transport effluent from each phase of SEVILLE WEST to the Connector Force Main as the schedule of the development and OFFSITE construction requires or permits.

SECTION 8. DEVELOPER/DISTRICT RESPONSIBILITIES.

A. The DEVELOPER has provided all right-of-way or easements required for the transmission lines and master pump station, including, but not limited to,

authorization for use of the Florida Power/Progress Energy corridor for water and wastewater transmission lines north of Hexam Road.

B. The DEVELOPER has provided all drawings, plans and other documents necessary for the DISTRICT to advertise for bids by line item and award contracts for construction of OFFSITE wastewater facilities as provided herein, including any revised drawings and documents that may be necessary in order to obtain any required permits or authorizations for construction.

C. The DEVELOPER has applied for, obtained and paid all expenses and fees therefor in connection with any permits and authorizations needed to construct wastewater facilities under any applicable law, statute, ordinance, rule or regulation.

D. Prior to contract award by the DISTRICT hereunder, DEVELOPER prepaid connection fees to the DISTRICT for four hundred twelve (412) equivalent residential units (ERUs) at a cost of Two Thousand Four Hundred Thirty and 00/100 dollars (\$2,430.00) per ERU. Any wastewater connections for units in any part of the PROJECT when a building permit application is submitted shall be charged the wastewater connection fee in effect pursuant to action of the DISTRICT's governing board at the time of the application. The DEVELOPER may utilize said four hundred twelve (412) ERUs as a credit against the payment of these fees.

E. DISTRICT and DEVELOPER shall use their best efforts in the exercise of good faith to cooperate and assist each other in the implementation of the obligations and responsibilities set forth herein:

(1) In the event that DISTRICT is required for any reason to incur any additional costs or expenses associated with any such items specified as a DEVELOPER cost in Section 8, paragraphs A – C, DEVELOPER shall reimburse DISTRICT for any such costs or expenses within ten (10) days of notice to do so.

F. Wastewater Connection Fees. After credit for any applicable prepayment with respect to ERUs for which prepayment is made as set forth herein and as provided hereunder, the DISTRICT shall collect the then-current wastewater connection fees as building permits are issued for individual units or multi-unit structures within the PROJECT, pursuant to the ORDINANCE, as amended. Connection fee credits will not be issued for easement dedicated as provided to the DISTRICT for wastewater and/or water facilities. Incremental costs for any oversizing of lines or mains by DEVELOPER at the written request of the DISTRICT shall be reimbursed by the DISTRICT in accordance with the Hernando County Code of Ordinances, as may be amended from time to time.

SECTION 9. WATER AND WASTEWATER SERVICES - GENERAL PROVISIONS.

A. Compliance with Ordinance. The DISTRICT and DEVELOPER agree that this AGREEMENT acknowledges a request for water and wastewater service from the DISTRICT. This AGREEMENT further provides terms hereof which constitute the response to the DEVELOPER's request for potable water and wastewater treatment services and the availability of such service is based upon the terms of this AGREEMENT. This AGREEMENT constitutes a formal commitment from the DISTRICT to the DEVELOPER to provide potable water and wastewater treatment services to the DEVELOPER. The DISTRICT shall accept said facilities so long as they are built in accordance with the provisions of this agreement and certified by an engineer licensed by the State of Florida to have been built substantially in accordance with the approved plans and specifications.

B. Service Rates. The rates for both potable water and wastewater treatment service to be charged to the PROJECT shall be those rates as set forth by the DISTRICT, in its ordinance entitled "An Ordinance Promulgating the Rates to be Charged for use of the District Water and Sewer Services", as amended.

C. Failure to Perform. The parties agree that failure or delay of the DISTRICT or the DEVELOPER in performing any of the terms of this AGREEMENT shall be excused if and to the extent the failure or delay is caused by acts of God, wars, fires, strikes, floods, weather, or any law, ordinances, rules or regulations, or the order or action of any court or agency or instrumentality of any

government, or any other cause or causes beyond the control of the DISTRICT or DEVELOPER.

D. Agency Approvals. Water and wastewater service to future phases of this PROJECT by the DISTRICT is contingent upon applicable federal, state and county regulatory agency permits and approvals for the future phases. Should federal, state or local permits and/or approvals for service to future phases of the PROJECT be denied or withheld, the portions of this AGREEMENT which apply to those future phases shall be considered null and void.

E. Notification of Inspection. The DEVELOPER's engineer shall notify the DISTRICT to arrange for the DISTRICT's inspector to be present when actual connection is made to the DISTRICT's water and wastewater lines.

**SECTION 10. EXPIRATION OF WATER AND WASTEWATER
CONNECTION FEE AND ROAD IMPACT FEE CREDITS.**

A. Representations. The DEVELOPER represents that all credits, as stated in this AGREEMENT, albeit water and wastewater connection fee and road impact fee credits, will be used within seven (7) years after the Substantial Completion of the PWSS.

B. Credit Expirations. All water and wastewater connection fee and road impact fee credits listed in this agreement shall expire seven (7) years after the Substantial Completion of the PWSS. This includes both credits that are determined

and stated prepaid credit determinations that will be calculated at future prevailing rates.

C. Consideration. The DEVELOPER and DISTRICT agree that the execution of the AGREEMENT, and more specifically stated, the relieving of past prepaid water connection fee obligations of DEVELOPER is adequate and valuable consideration for placing a seven (7) year expiration provision on water and wastewater connection fee and road impact fee credits after the substantial completion of the PWSS.

D. DEVELOPER's Waiver of Constitutional Rights and Consent to Credit Expirations. DEVELOPER agrees to waive any constitutional rights, state and federal, to challenge credit expirations, and further DEVELOPER will not challenge, administratively, judicially, or otherwise object to the expiration of water and wastewater connection fee and road impact fee credits.

SECTION 11. GENERAL AND MISCELLANEOUS PROVISIONS.

A. Miscellaneous. This AGREEMENT may not be changed orally, but only by instrument in writing signed by the parties. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of this AGREEMENT or the paragraphs or provisions herein. Failure of either party to exercise any right or power given hereunder, or to insist upon compliance by the other party with its obligations set forth herein, shall not

constitute a waiver of either party's right to demand strict compliance with the terms and provisions of the AGREEMENT. Neither party shall declare the other in default of the provision of this AGREEMENT without giving the other party at least thirty (30) days advance written notice of intention to do so, during which time the other parties shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

B. Pre-Construction Conference. Pre-construction conferences for both water and sewer expansion shall be held by the DISTRICT and the DEVELOPER shall be notified of said conference and allowed to attend and make comments.

C. Severability. In the event any one or more provisions contained in this AGREEMENT shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

D. Assignment. This AGREEMENT shall run with the land and be binding on SEVILLE WEST and its successors in interest. In the event of a new owner or successor in interest, the new owner or successor in interest shall provide written notice of the new ownership to the COUNTY within sixty (60) days of the transfer of title.

E. Binding Effect. This AGREEMENT shall supersede all prior agreements and amendments and shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

F. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and same instrument.

G. Authority. HERNANDO is authorized to execute this AGREEMENT in accordance with Florida law including, but not limited to, Chapter 125, Fla. Stat.

H. Governing Law; Disputes. This AGREEMENT shall be interpreted and construed in accordance with the laws of Florida. Any dispute to this AGREEMENT shall be litigated in civil court in Hernando County, Florida. Each PARTY shall be responsible for its own costs and attorney's fees in the event of any dispute, claim, action or appeal.

I. Mediation. DISTRICT and DEVELOPER agree to proceed in good faith to mediate any dispute or disagreement after the filing of any litigation arising from this AGREEMENT.

J. Good Faith, Further Assurances. The parties to this AGREEMENT have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of and to satisfy their obligations under this AGREEMENT in order to secure to themselves

the mutual benefits created under this AGREEMENT. In that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this AGREEMENT.

K. Right to Status Reports. In order for DEVELOPER to be informed of the status of the design and construction of the PWSS, upon written request to the County Administrator and no more often than once per month, DEVELOPER shall be entitled to a written status report as to the DISTRICT's efforts to meet the milestones provided herein. Said request shall make reference to Seville West. Said status reports shall be prepared and sent to the DEVELOPER no later than ten (10) business days from receipt of the request.

L. All notices or communications related to this AGREEMENT shall be sent to the following:

1) For HERNANDO COUNTY or DISTRICT:

County Administrator
20 North Main Street, Suite 263
Brooksville, FL 34601

With copies to:

County Attorney
20 North Main Street, Suite 462
Brooksville, FL 34601

2) For NEW SEVILLE or DEVELOPER

Mr. Nachum Kalka
P. O. Box 3179
Homosassa Springs, FL 34447

With copies to:

Jacob D. Varn
Fowler White Boggs
101 North Monroe Street, Suite 1090
Tallahassee, FL 32301

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and

seals, thereto
ATTEST
SEAL
DONALD C. BARBEE, JR., Clerk
Clerk

HERNANDO COUNTY

By: David D. Russell, Jr.
David D. Russell, Jr., Chairman
Board of County Commissioners

Witnesses:

NEW SEVILLE 2011 DEVELOPMENT,
LLC

Vickie Cantley
Print Name: Vickie Cantley

By: Jacob D. Varn for
Name: Nachum Kalka
Title: Manager

Lisa Levine
Print Name: Lisa Levine

**CERTIFICATE OF RESOLUTION OF THE MANAGER
OF NEW SEVILLE 2011 DEVELOPMENT, LLC AND GRANT OF SPECIFIC POWER**

I, NACHUM KALKA, as the Manager of NEW SEVILLE 2011 DEVELOPMENT, LLC, a Florida limited liability company (the "Company") hereby certifies that the following are true and correct: copies of Resolutions unanimously adopted by the members of the Company, prior to the date of this Certificate, and that said Resolutions are in full force and effect and have not been rescinded or modified:

WHEREAS, the Company has negotiated a Development Agreement for Seville Way with the Board of County Commissioners of Hernando County, Florida (the "Development Agreement"); and

WHEREAS, it is in the best interests of the Company that the Company execute the Development Agreement;

FOR THESE REASONS:

BE IT RESOLVED that the Company's entry into the Development Agreement is hereby approved and

BE IT FURTHER RESOLVED that either NACHUM KALKA as the Manager of the Company or JACOB D. VARN, ESQUIRE of Foster White Boggs P.A. as the attorney for the Company, is authorized and empowered and directed in the name and on behalf of the Company to enter into and execute the Development Agreement.

THIS CERTIFICATE shall also constitute a specific power granted by the Company to JACOB D. VARN to execute on behalf of the Company the Development Agreement and this power shall be irrevocable and shall continue and be in full force and effect as of the date hereof and such right, power and authority shall remain in full force and effect for a period of sixty (60) days from the date hereof.

I do further certify that there is no provision in the Articles or Operating Agreement of the Company limiting the power of the Manager and the Members to pass the foregoing Resolutions and that the same are in conformity with the provisions of said Articles and Operating Agreement.

I HEREBY CERTIFY that the foregoing Resolutions and Specific Power are in full force and effect and have not been rescinded or modified.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Company, on this 5th day of December, 2012.

WITNESSES:

[Signature]
Print Name: JACOB D. VARN
[Signature]
Print Name: JACOB D. VARN

[Signature]
NACHUM KALKA, as Manager of
New Seville 2011 Development, LLC

EXHIBITS

- A. Legal Description
- B. Approved Zoning Conditions and Master Plan
- C. Letter of Dedication
- D. Hernando County/Seville Regional Wastewater Transmission and Collection System
- E. Schematic Diagram

LEGAL DESCRIPTION OF SEVILLE WEST

All of the following described parcels of land, which is recorded as Exhibit A in O.R. Book 2051, Pages 1487 through and including 1500, of the Public Records of Hernando County, Florida, lying in Sections 4, 5, 7, 8 and 9, Township 21 South, Range 18 East and Section 12, Township 21 South, Range 17 East, Hernando County, Florida. All of said lands lying west of the centerline of the Florida Power Corporation power line as described in Deed Book 97, page 414, Public Records of Hernando County.

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DESCRIPTION

"Overall Seville Parcel"

(This portion from special warranty deed recorded in Official Records Book 1102, Page 1664 of the Public Records of Hernando County, Florida)

PARCEL I

All of vacated MEADOW RUN VILLAGE, SUGARMILL WOODS, as recorded in Plat Book 14, Pages 1, 2 and 16 thru 55 inclusive, Public Records of Hernando County, Florida, more particularly described as follows:

That part of Section 4 that lies West of the Centerline of Florida Power Corporation towerline as described in Deed Book 97, Page 414, Public Records of Hernando County, Florida; AND all of Section 5; AND the South 1/2 of the Northeast 1/4, and the Southwest 1/4 of the Northwest 1/4, and the South 1/2 of Section 7, AND the North 1/2 of Section 8; AND that part of the Northwest 1/4 of Section 9 that lies West of the centerline of the Florida Power Corporation towerline described in Deed Book 97, Page 414, Public Records of Hernando County, Florida.

All being in Township 21 South, Range 18 East, Hernando County, Florida.

The above described property being more particularly described as follows:

Begin at the Northwest corner of Section 5, Township 21 South, Range 18 East, Hernando County, Florida, said point lying on the County line between Citrus County and Hernando County, Florida; thence S.89°23'03"E. along the North line of said Section 5 and said County line a distance of 2670.16 feet to the North 1/4 corner of said Section 5; thence continue S.89°23'03"E., 2670.17 feet to the Northeast corner of said Section 5, said corner also being the Northwest corner of Section 4, Township 21 South, Range 18 East; thence N.89°57'32"E. along the North line of said Section 4 a distance of 389.22 feet to the centerline of a Florida Power Corporation towerline as described in Deed Book 97, Page 414, Public Records of Hernando County, Florida; thence S.00°01'29"W. along said centerline a distance of 7951.63 feet; thence N.89°35'16"W., a distance of 416.16 feet to the East 1/4 corner of Section 8, Township 21 South, Range 18 East; thence N.89°33'43"W. along the South line of the North 1/2 of Section 8 a distance of 5284.68 feet to the East 1/4 corner of Section 7, Township 21 South, Range 18 East; thence S.00°11'38"E. along the East line of the Southeast 1/4 of said Section 7 a distance of 2655.12 feet to the Southeast corner of said Section 7; thence N.89°01'30"W. along the South line of the Southeast 1/4 of said Section 7 a distance of 2634.99 feet to the South 1/4 corner of said Section 7; thence N.89°01'31"W. along the South line of the Southwest 1/4 of said Section 7 a distance of 2635.04 feet to the Southwest corner of said Section 7; thence N.00°05'00"E. along the West line of Section 7 a distance of 2629.01 feet to the West 1/4 corner of said Section 7; thence continue N.00°05'00"E. along said West line a distance of 1314.50 feet to the Northwest corner of the Southwest 1/4 of the Northwest

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1/4 of said Section 7; thence S.89°26'22"E, along the North line of said Southwest 1/4 of Northwest 1/4 a distance of 1295.54 feet to the Northeast corner of said Southwest 1/4 of the Northwest 1/4; thence S.00°12'43"E, along the East line of said Southwest 1/4 of the Northwest 1/4 a distance of 1317.58 feet to the Southeast corner of said Southwest 1/4 of the Northwest 1/4; thence S.89°18'25"E, along the North line of the South 1/2 of said Section 7 a distance of 1318.39 feet to the center of Section 7; thence N.00°15'22"W, along the West line of the Southwest 1/4 of the Northeast 1/4 of said Section 7 a distance of 1320.46 feet to the Northwest corner of said Southwest 1/4 of the Northeast 1/4; thence S.89°26'10"E, along the North line of the South 1/2 of the Northeast 1/4 of said Section 7 a distance of 2636.93 feet to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 7; thence N.00°10'58"W, along the West line of the Northwest 1/4 of Section 8, Township 21 South, Range 18 East, a distance of 1326.38 feet to the Northwest corner of said Section 8, said point also being the Southwest corner of Section 5; thence N.00°10'42"W, along the West line of the Southwest 1/4 of said Section 5 a distance of 2656.29 feet to the West 1/4 corner of said Section 5; thence N.00°10'55"W, along the West line of the Northwest 1/4 of said Section 5 a distance of 2656.39 feet to the Northwest corner of said Section and the POINT OF BEGINNING.

LESS AND EXCEPT

Those portions thereof platted as SEVILLE PARKWAY PHASE ONE, according to the plat thereof recorded in Plat Book 27, Pages 24, 25, and 26, Public Records of Hernando County, Florida;

AND ALSO LESS AND EXCEPT those portions thereof platted as SEVILLE GOLF COMMUNITY THE BARCELONA, UNIT 1, according to the plat thereof recorded in Plat Book 27, Pages 27 and 28, Public Records of Hernando County, Florida;

TOGETHER WITH THE FOLLOWING DESCRIBED PARCELS:

Tracts "D" and "F", SEVILLE PARKWAY PHASE ONE, according to the plat thereof recorded in Plat Book 27, Pages 24, 25 and 26, Public Records of Hernando County, Florida;

AND

Lots 3 thru 8 inclusive, 10 thru 14 inclusive, 16 thru 19 inclusive, 21 thru 24 inclusive, 32, 35, 36, 41, 43, 45, 49 thru 52 inclusive, 55, 58 thru 65 inclusive, 71 thru 73 inclusive, and 75 thru 78 inclusive, SEVILLE GOLF COMMUNITY THE BARCELONA, UNIT 1, according to the plat thereof recorded in Plat Book 27, Pages 27 and 28, Public Records of Hernando County, Florida.

AND

PARCEL II

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All of vacated ORANGE VILLAGE, SUGARMILL WOODS, as recorded in Plat Book 14, Pages 1, 2 and 56 thru 101 inclusive, Public Records of Hernando County, Florida, more particularly described as follows:

That part of Section 4, Township 21 South, Range 18 East that lies East of the centerline of a Florida Power Corporation towerline as described in Deed Book 97, Page 414, Public Records of Hernando County, Florida, and Southerly of the right-of-way of U.S. Highway 98; AND that part of Section 3, Township 21 South, Range 18 East that lies Southerly of the right-of-way line of U.S. Highway 98; AND that part of Section 9 that lies East of the centerline of a Florida Power Corporation towerline as described in Deed Book 97, Page 414, Public Records of Hernando County, Florida; AND that part of the Southwest 1/4 of said Section 9 that lies West of said centerline of said towerline as described in Deed Book 97, Page 414; AND all of Section 10 that lies Southerly of U.S. Highway No. 98; AND the Northeast 1/4 of the Northeast 1/4 of Section 16, Township 21 South, Range 18 East, all lying in Hernando County, Florida; LESS AND EXCEPT the Southeast 1/4 of Section 10, Township 21 South, Range 18 East; AND ALSO LESS AND EXCEPT a 295 foot wide Florida Power Corporation right-of-way, as described in Official Records Book 111, Page 230, Public Records of Hernando County, Florida;

Said lands are more particularly described as follows:

Commence at the Northwest corner of Section 5, Township 21 South, Range 18 East, Hernando County, Florida, said point also lying on the County line between Citrus County and Hernando County; thence S.89°23'03"E. along the North line of said Section 5, and said County line, 2670.16 feet to the North 1/4 corner of said Section 5; thence continue S.89°23'03"E., 2670.17 feet to the Northeast corner of said Section 5, said corner also being the Northwest corner of Section 4, Township 21 South, Range 18 East; thence N.89°57'32"E. along the North line of said Section 4 a distance of 989.22 feet to the POINT OF BEGINNING; thence continue N.89°57'32"E. along said North line a distance of 2265.01 feet to the North 1/4 corner of said Section 4; thence continue N.89°57'32"E. along said North line a distance of 579.98 feet to the Southwesterly right-of-way line of U.S. Highway No. 98; thence S.47°55'51"E. along said right-of-way line a distance of 208.01 feet; thence S.47°56'31"E. along said right-of-way line a distance of 2788.60 feet; thence S.42°03'29"W., a distance of 32.00 feet; thence S.47°56'31"E. a distance of 1000.26 feet; thence N.42°03'29"E. a distance of 32.00 feet; thence S.47°56'31"E. a distance of 5943.92 feet to the East line of the Northeast 1/4 of Section 10, Township 21 South, Range 18 East; thence S.00°23'22"W. along said East line a distance of 1344.59 feet to the East 1/4 corner of said Section 10; thence S.89°56'46"W. along the South line of the Northeast 1/4 of said Section 10 a distance of 2685.95 feet to the Southwest corner of said Northeast 1/4; thence S.00°12'51"W. along the East line of the Southwest 1/4 of Section 10 a distance of 2679.11 feet to the South 1/4 corner of said Section 10; thence S.89°39'38"W. along the South line of said Southwest 1/4 a distance of 2677.46 feet to the Southwest corner of said Section 10, said point being the Northeast corner of Section 16, Township 21 South, Range 18 East; thence S.00°16'32"W. along the East line of the

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Southeast corner of said Northeast 1/4 of the Northeast 1/4; thence N.89°29'50"W. along the South line of said Northeast 1/4 of the Northeast 1/4 a distance of 1316.11 feet to the Southwest corner of said Northeast 1/4 of the Northeast 1/4; thence N.00°12'22"E. along the West line of said Northeast 1/4 of the Northeast 1/4 a distance of 1320.72 feet to the Northwest corner of said Northeast 1/4 of the Northeast 1/4; thence N.89°12'49"W. along the South line of the Southeast 1/4 of Section 9, Township 21 South, Range 18 East, a distance of 1317.75 feet to the South 1/4 corner of said Section 9; thence N.89°12'43"W. along the South line of the Southwest 1/4 of said Section 9 a distance of 2635.24 feet to the Southwest corner of Section 9; thence N.00°09'41"E. along the West line of said Southwest 1/4 of Section 9 a distance of 2678.06 feet to the West 1/4 corner of said Section 9; thence S.89°35'16"E. a distance of 416.16 feet to the centerline of a Florida Power Corporation towadine as described in Deed Book 97, Page 414, Public Records of Hernando County, Florida; thence N.00°01'29"E. along said centerline a distance of 7951.63 feet to the POINT OF BEGINNING; LESS AND EXCEPT a 295 foot wide Florida Power Corporation right-of-way as described in Official Records Book 111, Page 230, Public Records of Hernando County, Florida.

Also Less and Except

"Suncoast Parkway Right-of-way Parcel"

(This portion from order of taking recorded in Official Records Book 1280, Page 281 of the Public Records of Hernando County, Florida.)

Fee Simple Limited Access Right of Way (Exhibit "1")

A portion of the land located in Sections 3 and 10, Township 21 South, Range 18 East, Hernando County, Florida, as recorded in Official Records Book 1102, Page 1664, of the public records of Hernando County, Florida being more particularly described as follows:

Commence at a 3.5 inch by 3.5 inch concrete monument with a 1/4 inch nail and 3/4 inch disk marked Moorhead Eng. Co. marking the Southeast corner of the Southwest 1/4 of Section 3, Township 21 South, Range 18 East, Hernando County, Florida; thence N.89°55'21"W. along the South line of Section 3, a distance of 1011.13 feet for a POINT OF BEGINNING; thence departing said South line of Section 3, S.08°35'45"W., a distance of 200.80 feet; thence S.02°06'36"W., a distance of 306.67 feet to a non-tangent curve; thence Southerly along said curve to the left with a radius of 5529.58 feet for an arc distance of 84.36 feet through a central angle of 00°52'27" (chord bearing S.00°44'58"E., a distance of 84.36 feet) to a non-tangent line; thence N.89°41'45"E., a distance of 85.45 feet; thence S.84°35'37"E., a distance of 100.50 feet; thence S.88°13'18"E., a distance of 50.03 feet; thence S.00°18'15"E., a distance of 178.18 feet; thence S.89°41'45"W., a distance of 50.00 feet; thence South 78°23'09"W., a distance of 101.98 feet; thence South 89°41'45"W., a distance of 78.22 feet to a non-tangent curve; thence Southerly along said curve to the left with a radius of 5529.58 feet for an arc distance of 1098.67 feet through a central angle of 11°23'03" (chord bearing S.09°03'21"E., a distance of 1096.87 feet) to a

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point of tangency; thence S.14°44'52"E, a distance of 2602.06 feet to a point of curvature; thence Southerly along said curve to the right with a radius of 5929.58 feet for an arc distance of 980.12 feet through a central angle of 09°28'14" (chord bearing S.10°00'45"E, a distance of 979.00 feet) to a non-tangent intersection with the North boundary line of Royal Highlands, Unit No. 8 as recorded in Plat Book 13, Pages 3-31 as per the public records of Hernando County, Florida; thence S.85°33'34"W, along said North boundary line, a distance of 401.54 feet to a non-tangent curve; thence Northerly along the said curve to the left with a radius of 5529.58 feet for an arc distance of 508.12 feet through a central angle of 05°15'54" (chord bearing N.08°15'38"W, a distance of 507.94 feet) to a non-tangent line; thence S.76°59'18"W, a distance of 197.14 feet; thence N.13°04'17"W, a distance of 320.00 feet; thence N.76°58'43"E, a distance of 200.04 feet to a non-tangent curve; thence Northerly along said curve to the left with a radius of 5529.58 feet for an arc distance of 51.93 feet through a central angle of 00°32'17" (chord bearing N.14°28'44"W, a distance of 51.93 feet) to a point of tangency; thence N.14°44'52"W, a distance of 1172.19 feet; thence S.75°15'08"W, a distance of 180.00 feet; thence N.14°44'52"W, a distance of 320.00 feet; thence N.75°15'08"E, a distance of 180.00 feet; thence N.14°44'52"W, a distance of 530.00 feet; thence S.75°15'08"W, a distance of 160.00 feet; thence N.14°44'52"W, a distance of 330.00 feet; thence N.75°15'08"E, a distance of 160.00 feet; thence N.14°44'52"W, a distance of 249.87 feet to a point of curvature; thence Northerly along said curve to the right with a radius of 5929.58 feet for an arc distance of 1125.83 feet through a central angle of 10°52'43" (chord bearing N.09°18'31"W, a distance of 1124.14 feet) to a non-tangent line; thence N.50°09'23"W, a distance of 98.60 feet; thence N.84°35'37"W, a distance of 301.50 feet; thence N.86°29'24"W, a distance of 50.11 feet; thence N.00°18'15"W, a distance of 175.00 feet; thence N.00°27'57"W, a distance of 977.08 feet; thence N.89°54'24"E, a distance of 442.09 feet to a non-tangent curve; thence Northerly along said curve to the left with a radius of 11305.46 feet for an arc distance of 1032.85 feet through a central angle of 05°14'04" (chord bearing N.01°33'56"E, a distance of 1032.49 feet) to a point of tangency; thence N.01°03'09"W, a distance of 326.13 feet to a point of curvature; thence Northwesterly along said curve to the left with a radius of 979.05 feet for an arc distance of 803.85 feet through a central angle of 47°02'35" (chord bearing N.24°34'26"W, a distance of 781.46 feet) to a non-tangent line; thence S.63°40'19"W, a distance of 663.04 feet to the point of intersection with the Easterly boundary line of a Florida Power Corporation Transmission Line right-of-way as described in Official Records Book 111, Page 230 of the Official Records of Hernando County, Florida; thence N.00°15'26"W, along said Easterly boundary line, a distance of 983.69 feet to a point of intersection with the Southerly right-of-way line of S.R. 700 (U.S. 98), DOT Section #0808-101; thence along said right-of-way line the following three courses: S.48°03'06"E, a distance of 773.65 feet; thence N.41°56'54"E, a distance of 32.00 feet; thence S.48°03'06"E, a distance of 4034.14 feet; thence departing said Southerly right-of-way line, S.41°56'54"W, a distance of 64.00 feet; thence N.48°03'06"W, a distance of 879.14 feet; thence S.41°56'54"W, a distance of 458.00 feet; thence N.48°03'06"W, a distance of 285.00 feet; thence N.41°56'54"E, a distance of 458.00 feet; thence N.48°03'06"W, a distance of 689.88 feet; thence N.83°01'55"W, a distance of 335.93 feet; thence

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S.32°04'21"W., a distance of 500.00 feet; thence S.24°48'36"W., a distance of 500.00 feet; thence S.08°35'45"W., a distance of 299.20 feet to the POINT OF BEGINNING.

Containing 116.575 acres more or less.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

ALSO LESS AND EXCEPT

Fee Simple Right of Way

A portion of the land located in Section 10, Township 21 South, Range 18 East, Hernando County, Florida, as recorded in Official Records Book 1102, Page 1664, of the Public Records of Hernando County, Florida, being more particularly described as follows:

Commence at a 3.5 inch by 3.5 inch concrete monument with a 1/4 inch nail and 3/4 inch disk marked Moorhead Eng. Co. marking the Southeast corner of the Southwest 1/4 of Section 3, Township 21 South, Range 18 East, Hernando County, Florida; thence N.89°55'21"W. along the South line of Section 3, a distance of 1011.13 feet; thence departing said South line S.08°35'45"W., a distance of 200.80 feet; thence S.02°06'56"W., a distance of 306.67 feet to a non-tangent curve; thence Southerly along said curve to the left with a radius of 5529.58 feet for an arc distance of 84.36 feet through a central angle of 00°52'27" (chord bearing S.00°44'58"E. a distance of 84.36 feet) to non tangent line; thence N.89°41'45"E. a distance of 85.45 feet; thence S.84°35'37"E., a distance of 100.50 feet; thence S.88°13'18"E., a distance of 50.03 feet for a POINT OF BEGINNING; thence continue S.88°13'18"E. a distance of 500.33 feet; thence S.00°18'15"E., a distance of 140.00 feet; thence S.86°49'58"W., a distance of 400.50 feet; thence S.89°41'45"W., a distance of 100.00 feet; thence N.00°18'15"W., a distance of 178.18 feet to the POINT OF BEGINNING.

Containing 1.849 acres more or less.

ALSO LESS AND EXCEPT

Fee Simple Right of Way

A portion of the land located in Section 10, Township 21 South, Range 18 East, Hernando County, Florida, as recorded in Official Records Book 1102, Page 1664, of the public records of Hernando County, Florida, being more particularly described as follows:

Commence at a 3.5 inch by 3.5 inch concrete monument with a 1/4 inch nail and 3/4 inch disk marked Moorhead Eng. Co. marking the Southeast corner of the Southwest 1/4 of Section 3, Township 21 South, Range 18 East, Hernando County, Florida; thence

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N.89°55'21"W., along the South line of Section 3, a distance of 1870.77 feet; thence departing said South line, S.00°27'57"E., a distance of 606.51 feet to the POINT OF BEGINNING; thence S.00°18'15"E., a distance of 175.00 feet; thence N.86°29'24"W., a distance of 250.35 feet; thence N.00°18'15"W., a distance of 140.00 feet; thence N.85°30'09"E., a distance of 250.67 feet to the POINT OF BEGINNING.

Containing 0.904 acres more or less.

ALSO LESS AND EXCEPT

Fee Simple Right of Way

A portion of the land located in Section 10, Township 21 South, Range 18 East, Hernando County, Florida, as recorded in Official Records Book 1102, Page 1664, of the public records of Hernando County, Florida, being more particularly described as follows:

Commence at a 3.5 inch by 3.5 inch concrete monument with a 1/4 inch nail and 3/4 inch disk marked Moorhead Eng. Co. marking the Southeast corner of the Southwest 1/4 of Section 3, Township 21 South, Range 18 East, Hernando County, Florida; thence N.00°15'06"E., along the East line of said Southwest 1/4, a distance of 1074.12 feet to the point of intersection with the Southerly right-of-way line of S.R. 700 (U.S. 98), DOT Section #0808-101; thence S.48°03'06"E. along said Southerly right-of-way line a distance of 1693.22 feet for a POINT OF BEGINNING; thence continue S.48°03'06"E., a distance of 1913.62 feet to the point of intersection with the East line of Section 10, Township 21 South, Range 18 East, Hernando County, Florida; thence S.00°17'04"W. along said East line, a distance of 85.67 feet; thence departing said East line, N.48°03'06"W., a distance of 454.71 feet; thence S.41°56'54"W., a distance of 200.00 feet; thence N.48°03'06"W., a distance of 250.00 feet; thence N.41°56'54"E., a distance of 200.00 feet; thence N.48°03'06"W., a distance of 1265.86 feet; thence N.41°56'54"E., a distance of 64.00 feet to the POINT OF BEGINNING.

Containing 4.001 acres more or less.

ALSO LESS AND EXCEPT

Fee Simple Right of Way

A portion of the land located in Sections 3 and 4, Township 21 South, Range 18 East, Hernando County, Florida, as recorded in Official Records Book 1102, Page 1664, of the public records of Hernando County, Florida, being more particularly described as follows:

Commence at a 3.5 inch by 3.5 inch concrete monument with a 1/4 inch nail and 3/4 inch disk marked Moorhead Eng. Co. marking the Southeast corner of the Southwest 1/4 of Section 3, Township 21 South, Range 18 East, Hernando County, Florida; thence N.00°15'06"E., along the East line of said Southwest 1/4, a distance of 1074.12 feet to the

point of intersection with the Southerly right-of-way line of S.R. 700 (U.S. 98), DOT Section #0808-101; thence N.48°03'06"W. along said Southerly right-of-way line a distance of 2340.92 feet; thence S.41°56'54"W., a distance of 32.00 feet; thence N.48°03'06"W., a distance of 1000.00 feet; thence N.41°56'54"E., a distance of 32.00 feet; thence N.48°03'06"W., a distance of 200.91 feet to the point of intersection with the Westerly boundary line of a Florida Power Corporation Transmission Line right-of-way as described in Official Records Book 111, Page 230 of the Official Records of Hernando County, Florida for a POINT OF BEGINNING; thence departing said Southerly right-of-way line of S.R. 700, S.00°15'26"E., along said Westerly boundary line, a distance of 91.78 feet; thence leaving said boundary line N.56°33'12"W., a distance of 47.44 feet; thence S.41°56'54"W., a distance of 63.00 feet; thence N.48°03'06"W., a distance of 463.83 feet; thence N.41°56'54"E., a distance of 63.00 feet; thence N.48°03'06"W., a distance of 212.79 feet; thence S.60°20'37"W., a distance of 534.46 feet; thence N.40°48'35"W., a distance of 360.68 feet; thence N.52°21'22"E., a distance of 480.59 feet; thence N.48°03'06"W., a distance of 1771.97 feet to the point of intersection with the North line of Section 4, Township 21 South, Range 18 East, Hernando County, Florida; thence N.89°51'44"E., along said North line, a distance of 95.49 feet to the point of intersection with the Southerly right-of-way line of S.R. 700 (U.S. 98), DOT Section #0808-101; thence departing said North line of Section 4, S.48°03'06"E., along said Southerly right-of-way line, a distance of 2802.63 feet to the POINT OF BEGINNING.

Containing 9.685 acres more or less.

Parcel 362 containing a total of 133.014 acres, more or less.
(See Exhibit "1" Begin Exhibit "A")

ALSO LESS AND EXCEPT

A portion of that land described in O.R. Book 1215, page 1051, of the Public Records of Hernando, Florida; being more particularly described as follows:

Commence at a 3.5 inch by 3.5 inch concrete monument with a 1/4 inch nail and 3/4 inch disk marked Moorhead Eng. Co. marking the Southeast corner of the Southwest 1/4 of Section 3, Township 21 South, Range 18 East, Hernando County, Florida; thence N.89°55'21"W. along the South line of Section 3, a distance of 1011.13 feet to the intersection of a Limited Access Right-of-Way line as described in the Order of Taking case # 98-321-CA-01, July 31, 1998 in the Circuit Court of the Fifth Judicial Circuit in and for Hernando County, Florida General Civil Division; thence departing said South line of Section 3, along said Limited Access Right-of-Way line the following courses; S.08°35'45"W., a distance of 200.80 feet; thence S.02°06'56"W., a distance of 306.67 feet to a non-tangent curve; thence Southerly along said curve to the left with a radius of 5529.58 feet for an arc distance of 84.36 feet through a central angle of 00°52'27" (chord bearing S.00°44'58"E., a distance of 84.36 feet) to a non-tangent line; thence N.89°41'45"E., a distance of 85.45 feet; thence S.84°35'37"E., a distance of 100.50 feet; thence S.88°13'18"E., a distance of 50.03 feet; thence S.00°18'15"E., a distance of 178.18

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feet; thence S.89°41'45"W., a distance of 50.00 feet; thence S.78°23'09"W., a distance of 101.98 feet; thence S.89°41'45"W., a distance of 78.22 feet to a non-tangent curve; thence Southerly along said curve to the left with a radius of 5529.58 feet for an arc distance of 1098.67 feet through a central angle of 11°23'03" (chord bearing S.09°03'21"E., a distance of 1096.87 feet) to a point of tangency; thence S.14°44'52"E., a distance of 2602.06 feet to a point of curvature; thence Southerly along said curve to the right with a radius of 5929.58 feet for an arc distance of 980.12 feet through a central angle of 09°28'14" (chord bearing S.10°00'45"E., a distance of 979.00 feet) to a non-tangent intersection with the southerly boundary line of Section 10, Township 21 South, Range 18 East; thence S.89°33'34"W. along said southerly boundary line, a distance of 401.54 feet to the intersection of a non-tangent curve on the said Limited Access Right-of-Way line and the POINT OF BEGINNING; thence Northerly the following courses along the said Limited Access Right-of-Way line and said curve to the left with a radius of 5529.58 feet for an arc distance of 508.12 feet through a central angle of 05°15'54" (chord bearing N.08°15'38"W., a distance of 507.94 feet) to a non-tangent line; thence S.76°59'18"W., a distance of 197.14 feet; thence N.13°04'17"W., a distance of 320.00 feet; thence N.76°58'43"E., a distance of 200.04 feet to a non-tangent curve; thence Northerly along said curve to the left with a radius of 5529.58 feet for an arc distance of 51.93 feet through a central angle of 00°32'17" (chord bearing N.14°28'44"W., a distance of 51.93 feet) to a point of tangency; thence N.14°44'52"W., a distance of 1172.19 feet; thence S.75°15'08"W., a distance of 180.00 feet; thence N.14°44'52"W., a distance of 320.00 feet; thence N.75°15'08"E., a distance of 180.00 feet; thence N.14°44'52"W., a distance of 530.00 feet; thence S.75°15'08"W., a distance of 160.00 feet; thence N.14°44'52"W., a distance of 330.00 feet; thence N.75°15'08"E., a distance of 160.00 feet; thence N.14°44'52"W., a distance of 249.87 feet to a point of curvature; thence Northerly along said curve to the right with a radius of 5929.58 feet for an arc distance of 1125.83 feet through a central angle of 10°52'43" (chord bearing N.09°18'31"W., a distance of 1124.14 feet) to a non-tangent line; thence N.50°09'23"W., a distance of 98.60 feet; thence N.84°35'37"W., a distance of 301.50 feet; thence N.86°29'24"W., a distance of 50.11 feet; thence along the Right-of-Way line the following courses as described in the said Order of Taking case # 98-321-CA-01; N.86°29'24"W. 250.55 feet; thence N.00°18'15"W., a distance of 140.00 feet; thence N.85°30'09"E. a distance of 250.67 feet; thence along the Limited Access Right-of-Way line the following courses as described in the said Order of Taking case # 98-321-CA-01; N.00°27'57"W., a distance of 977.08 feet; thence N.89°54'24"E., a distance of 442.09 feet to a non-tangent curve; thence Northerly along said curve to the left with a radius of 11305.46 feet for an arc distance of 1032.85 feet through a central angle of 05°14'04" (chord bearing N.01°33'56"E., a distance of 1032.49 feet) to a point of tangency; thence N.01°03'09"W., a distance of 95.11 feet to the intersection with the southerly line of a parcel of land described in said O.R. Book 1178, Page 1160, of the Public Records of Hernando County, Florida; thence N.48°03'06"W. along said southerly line a distance of 1065.68 feet to the intersection of the Limited Access Right-of-Way line as described in said Order of Taking case # 98-321-CA-01; thence South 63°40'19" West along said Limited Access Right-of-Way line a distance of 146.03 feet to the intersection of the Easterly Right-of-Way line of the Florida Power corporation as recorded in O.R. Book 111, Page 230, of the Public Records of Hernando

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County, Florida; thence along said Easely Right-of-Way line the following courses; South 00°15'30" East a distance of 4303.56 feet; South 00°20'28" East a distance of 3140.91 feet; South 00°05'13" East a distance of 83.11 feet to the intersection with the southerly boundary line of Section 10, Township 21 South, Range 18 East; thence North 89°33'34" East along said Section line a distance of 1851.25 feet to the POINT OF BEGINNING.

Containing 180.256 acres more or less.
(End Exhibit "A" Begin Exhibit "B")

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

A portion of that land described in the Order of Taking case # 98-321-CA-01, July 31, 1998 in the Circuit Court of the Fifth Judicial Circuit in and for Hernando County, Florida General Civil Division, being more particularly described as follows:

Commence at a 3.5 inch by 3.5 inch concrete monument with a 1/4 inch nail and 3/4 inch disk marked Moorhead Eng. Co. marking the Southeast corner of the Southwest 1/4 of Section 3, Township 21 South, Range 18 East, Hernando County, Florida; thence N.89°55'21"W. along the South line of Section 3, a distance of 1011.13 feet to the intersection of the Easely Limited Access Right-of-Way line as described in said Order of Taking case # 98-321-CA-01; thence departing said South line of Section 3, along said Limited Access Right-of-Way line the following courses; S.08°35'45"W., a distance of 200.80 feet; thence S.02°06'56"W., a distance of 306.67 feet to a non-tangent curve; thence Southerly along said curve to the left with a radius of 5529.58 feet for an arc distance of 84.36 feet through a central angle of 00°52'27" (chord bearing S.00°44'58"E. a distance of 84.36 feet) to non tangent line for the POINT OF BEGINNING; thence N.89°41'45"E. a distance of 85.45 feet; thence S.84°33'37"E., a distance of 100.50 feet; thence S.88°13'18"E., a distance of 50.03; thence continue along the Right-of-Way line as described in the Order of Taking case # 98-321-CA-01 the following courses; S.88°13'18"E. a distance of 500.33 feet; thence S.00°18'15"E., a distance of 140.00 feet; thence S.86°49'58"W., a distance of 400.50 feet; thence S.89°41'45"W., a distance of 100.00 feet; thence continue along said Limited Access Right-of-Way line as described in said Order of Taking case # 98-321-CA-01 the following courses; S.89°41'45"W. a distance of 50.00 feet; thence S.78°23'09"W. a distance of 101.98 feet; thence S.89°41'45"W. a distance of 78.22 feet to a non-tangent curve; thence northerly along said curve to the right with a radius of 5529.58 feet for an arc distance of 210.13 feet through a central angle of 02°10'38" (chord bearing N.02°16'30"W., a distance of 210.12 feet) to the POINT OF BEGINNING.

Containing 2.900 acres more or less.

Reserving all rights of ingress, egress, light, air and view between the above described property and State Road 589 (Florida's Turnpike).

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ALSO LESS AND EXCEPT

"State of Florida Acquisition Parcel" (This portion from Warranty Deed recorded in Official Records Book 1215, Page 1051 of the Public Records of Hernando County, Florida.)

The South 1/2 of the Northeast 1/4, AND the Southwest 1/4 of the Northwest 1/4, AND the South 1/2, all lying and being in Section 7, Township 21 South, Range 18 East, Hernando County, Florida.

AND

That part of Section 4, Township 21 South, Range 18 East, Hernando County, Florida lying Southerly and Westerly of U.S. Highway 98.

AND

That part of Section 3, Township 21 South, Range 18 East, Hernando County, Florida lying Westerly of a Florida Power Corporation right-of-way as described in Official Records Book 111, Page 230, of the Public Records of Hernando County, Florida and Southerly of U.S. Highway 98.

AND

That part of Section 10, Township 21 South, Range 18 East, Hernando County, Florida lying Westerly of a Florida Power Corporation right-of-way as described in Official Records Book 111, Page 230, of the Public Records of Hernando County, Florida.

AND

Section 9, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The Northeast 1/4 of the Northeast 1/4 of Section 16, Township 21 South, Range 18 East, Hernando County, Florida.

LESS

SEVILLE PARKWAY PHASE ONE as per the map or plat thereof recorded in Plat Book 27, Pages 24 through 26, inclusive, of the Public Records of Hernando County, Florida.

ALSO LESS:

That part of the East 2000.00 feet of the South 1/2 of the Northeast 1/4 of Section 7, Township 21 South, Range 18 East, Hernando County, Florida lying North of SEVILLE PARKWAY PHASE ONE as per the map or plat thereof recorded in Plat Book 27, Pages 24 through 26, inclusive, of the Public Records of Hernando County, Florida.

ALSO LESS:

A portion of the North 350.00 feet of Section 4, Township 21 South, Range 18 East, Hernando County, Florida lying Southerly and Westerly of U.S. Highway 98 and lying Easterly of a Florida Power Corporation transmission line easement as described in Official Records Book 611, Page 259, of the Public Records of Hernando County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Northwest corner of said Section 4; thence N.89°50'36"E. along the North boundary of said Section 4, a distance of 438.79 feet to a

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point on the Easterly boundary of said transmission line easement for a POINT OF BEGINNING; thence continue N.89°50'36"E. along said North boundary, a distance of 2215.04 feet to the North 1/4 corner of said Section 4; thence N.89°51'11"E. along said North boundary, a distance of 572.88 feet to a point on the Southerly right-of-way line of U.S. Highway 98; thence S.48°02'37"E. along said Southerly right-of-way line, a distance of 299.83 feet; thence departing said Southerly right-of-way line S.41°58'02"W., a distance of 200.83 feet to a point on the South boundary of said North 350.00 feet; thence S.89°51'11"W. along said South boundary, a distance of 660.63 feet; thence continue along said South boundary S.89°50'36"W., a distance of 2215.40 feet to a point on the Easterly boundary of said transmission line easement; thence departing said South boundary N.00°04'37"W. along said Easterly boundary, a distance of 350.00 feet to the POINT OF BEGINNING.

ALSO LESS:

A portion of the West 1/2 of Section 4, and a portion of the Northwest 1/4 of Section 9, all lying in and being a part of Township 21 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:
For a POINT OF BEGINNING commence at the Northwest corner of said Section 4; thence N.89°50'36"E. along the North boundary of said Section 4, a distance of 438.79 feet to a point on the Easterly boundary of a Florida Power Corporation Power Transmission Line as described in Official Records Book 611, Page 299 of the Public Records of Hernando County, Florida, lying 50.00 feet Easterly of the centerline of a power transmission line described in said easement; thence the following seven (7) courses along said Easterly boundary, 50.00 feet Easterly of and parallel with the centerline of said Power Transmission Line, the end points of said courses being monumented with a 3/4 inch iron rod with an aluminum cap bearing the inscription "D.C. Johnson & Associates Survey Monument" set 50.00 feet Easterly from the center of an existing Power Transmission Line tower, (1) S.00°04'37"E., a distance of 471.56 feet; (2) S.00°04'41"E., a distance of 1208.50 feet; (3) S.00°04'51"E., a distance of 1468.56 feet; (4) S.00°04'24"E., a distance of 1287.99 feet; (5) S.00°04'22"E., a distance of 1172.91 feet; (6) S.00°05'12"E., a distance of 1447.65 feet; (7) S.00°05'04"E., a distance of 896.24 feet to a 3/4 inch iron rod with an aluminum cap bearing the inscription "D.C. Johnson & Associates Survey Monument" set on the South boundary of the Northwest 1/4 of said Section 9; thence N.89°28'45"W. along said South boundary, a distance of 467.06 feet to the West 1/4 corner of said Section 9; thence N.00°14'11"W. along the West boundary of said Section 9, a distance of 2645.48 feet to the Southwest corner of said Section 4; thence N.00°17'17"E. along the West boundary of said Section 4, a distance of 2650.60 feet to the West 1/4 corner of said Section 4; thence N.00°19'21"E. along the West boundary of said Section 4, a distance of 2651.89 feet to the POINT OF BEGINNING.

ALSO LESS

A portion of the land located in Sections 3 and 4, Township 21 South, Range 18 East, Hernando County, Florida, as recorded in Official Records Book 1102, Page 1664, of the public records of Hernando County, Florida, being more particularly described as follows:

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Commence at a 3.5 inch by 3.5 inch concrete monument with a 1/4 inch nail and 3/4 inch disk marked Moorhead Eng. Co. marking the Southeast corner of the Southwest 1/4 of Section 3, Township 21 South, Range 18 East, Hernando County, Florida; thence N.00°15'06"E., along the East line of said Southwest 1/4, a distance of 1074.12 feet to the point of intersection with the Southerly right-of-way line of S.R. 700 (U.S. 98), DOT Section #0808-101; thence N.48°03'06"W., along said Southerly right-of-way line a distance of 2340.92 feet; thence S.41°56'54"W., a distance of 32.00 feet; thence N.48°03'06"W., a distance of 1000.00 feet; thence N.41°56'54"E., a distance of 32.00 feet; thence N.48°03'06"W., a distance of 200.91 feet to the point of intersection with the Westerly boundary line of a Florida Power Corporation Transmission Line right-of-way as described in O.R. Book 111, Page 230 of the Official Records of Hernando County, Florida for a POINT OF BEGINNING; thence departing said Southerly right-of-way line of S.R. 700, S.00°15'26"E., along said Westerly boundary line, a distance of 91.78 feet; thence leaving said boundary line N.56°33'12"W., a distance of 47.44 feet; thence S.41°56'54"W., a distance of 63.00 feet; thence N.48°03'06"W., a distance of 463.83 feet; thence N.41°56'54"E., a distance of 63.00 feet; thence N.48°03'06"W., a distance of 212.79 feet; thence S.60°20'37"W., a distance of 534.46 feet; thence N.40°48'25"W., a distance of 360.68 feet; thence N.52°21'22"E., a distance of 480.59 feet; thence N.48°03'06"W., a distance of 1771.97 feet to the point of intersection with the North line of Section 4, Township 21 South, Range 18 East, Hernando County, Florida; thence N.89°51'44"E., along said North line, a distance of 95.49 feet to the point of intersection with the Southerly right-of-way line of S.R. 700 (U.S.98), DOT Section #0808-101; thence departing said North line of Section 4, S.48°03'06"E., along said Southerly right-of-way line, a distance of 2802.63 feet to the POINT OF BEGINNING.

ALSO LESS:

A portion of the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 21 South, Range 18 East, Hernando County, Florida, being more particularly described as follows: For a POINT OF BEGINNING commence at the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 7; thence N.00°10'20"W., along the East boundary of the Southwest 1/4 of the Northwest 1/4 of said Section 7, a distance of 1317.74 feet to the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 7; thence N.89°31'16"W., along the North boundary thereof, a distance of 10.89 feet to the Northwest corner of Lot 8, Block 106 of Royal Highlands Unit No. 3, according to the map or plat thereof recorded in Plat Book 12, Pages 9 through 14 inclusive, of the Public Records of Hernando County, Florida; thence S.00°19'38"E., along the West boundary of said Royal Highlands Unit No. 3, a distance of 1317.77 feet to the Southwest corner of Lot 15 of Block 106 of said Royal Highlands Unit No. 3; thence S.89°24'03"E., along the Southerly boundary of said Lot 15, a distance of 7.33 feet to the POINT OF BEGINNING.

End "State of Florida Acquisition Parcel"

ALSO LESS AND EXCEPT

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"Hernando County Water and Sewer District Parcels" (This portion from Statutory Warranty Deed recorded in Official Records Book 1277, Page 1182 of the Public Records of Hernando County, Florida and Warranty Deed recorded in Official Records Book 1277, Page 1178 of the Public Records of Hernando County, Florida.)

A portion of the Southwest 1/4 of Section 4, Township 21 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:
For a point of reference, commence at the Southwest corner of said Section 4; thence N.00°17'12"E. along the West boundary of said Section 4, a distance of 1449.92 feet; thence S.89°42'48"E., a distance of 214.95 feet for a POINT OF BEGINNING; thence N.89°55'36"E., a distance of 150.00 feet to a point on the West boundary of a Florida Power Corporation Powerline Easement as per Official Records Book 611, Page 299, of the Public Records of Hernando County, Florida; thence N.00°04'24"W. along said West boundary, a distance of 465.36 feet; thence S.89°55'36"W., a distance of 60.00 feet; thence S.00°04'24"E., a distance of 315.36 feet; thence S.89°55'36"W., a distance of 90.00 feet; thence S.00°04'24"E., a distance of 150.00 feet to the POINT OF BEGINNING.

That part of the East 2000.00 feet of the South 1/2 of the Northeast 1/4 of Section 7, Township 21 South, Range 18 East, Hernando County, Florida lying North of SEVILLE PARKWAY PHASE ONE as per the map or plat thereof recorded in Plat Book 27, Pages 24 through 26, inclusive, of the Public Records of Hernando County, Florida.

ACREAGE SUMMARY:

Overall Seville Parcel: 3265.8 acres
Seville Golf Community The Barcelona, Unit 1: 31.2 acres
Seville Parkway Phase One: 23.8 acres
State of Florida Acquisition Parcel: 1576.2 acres
Florida Department of Transportation Taking: 310.4 acres Total
Hernando County Water and Sewer District Parcel: 1.0 acres
Hernando County Water and Sewer District Parcel: 31.1 acres
Seville Parcel after less-outs: 1292.1 acres
(NOTE: Lots within Seville Golf Community The Barcelona, Unit 1 are not a part of this acreage table)

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Board of County Commissioners

Hernando County

PLANNING DEPARTMENT

Government Center / Administration Building
28 North Main Street, Room 262
Brooksville, Florida 34601 - 2828

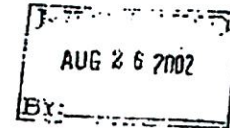


Planning - (352) 754-4057

Fax - (352) 754-4430

E-Mail: planning@co.hernando.fl.us

August 7, 2002



Donald Lacey, Vice President
Coastal Engineering Associates, Inc.
966 Candlelight Blvd.
Brooksville, FL 34601

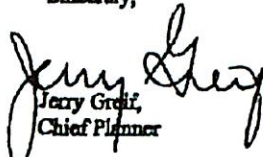
RE: Nachum Kalka
Rezoning Amendment Petition (H-02-25)

Dear Mr. Lacey:

Enclosed please find the memorandum regarding the results from the August 7, 2002, Board of County Commissioners meeting.

If you have any questions, please feel free to call our office. _____

Sincerely,


Jerry Gritz,
Chief Planner

cjb

Enc.

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EXHIBIT B
2 of 15


August 7, 2002

MEMORANDUM

PD-37

TO: See Distribution List

VIA: Lawrence Jennings, Director,
Growth and Development 

FROM:  Jerry Greff, Chief Planner
Department of Planning

SUBJECT: Results from the August 7, 2002 Board of County Commissioners Meeting

On August 7, 2002, the Hernando County Board of County Commissioners held a duly advertised public hearing to consider advertised request(s) for changes in zoning. The following attachment(s) reflect the action(s) of the Board of County Commissioners at that scheduled public hearing:

DISTRIBUTION:

- Alice Gura, County Administrator's Office
- Applicant
- Applicant's File
- Charles Mabson, County Engineer
- Donna Beckwith, Commercial Development
- Frank McDowell, Code Enforcement
- Gary Fisher, Development Dept.
- Judy Korbus, Clerk's Office
- Nick Nikkunen, Property Appraiser's Office
- Planning Dept. Library
- Planning & Zoning Commission Members
- Robert Mattingly, Airport Director
- Sue Rupe, Tourist Development Coordinator

E-MAIL:

- Heather Martin, School Board, martin_h@hcsb.k12.fl.us
- Judy Garhart, Development Department
- Planning Dept. E-Mail

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EXHIBIT B
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BOARD OF COUNTY COMMISSIONERS' MEETING RESULTS, AUGUST 7, 2002, PAGE 7

APPLICANT: Nachum Kalika

FILE NUMBER: H-02-25

PURPOSE: Master Plan Revision to allow a mixture of uses including (NC)(GC)(OP)(SF)(MF)(RR) (REC), an increase in building height, reduction in setbacks, modification of lot sizes, relocation of roadway, roadway design deviations, parking deviation and approval of a master signage plan

GENERAL LOCATION: East of US 18, west of US 98 and north of Thrasher Drive

LEGAL DESCRIPTION: A portion of Sections 3, 4, 5, 7, 8, 9, 10 and 16, Township 21 South, Range 18 East, and Section 12, Township 21 South, Range 17 East, Hernando County, FL

STAFF RECOMMENDATION:

Approval of the petitioner's request for a Master Plan Revision to allow a mixture of uses including (NC)(GC)(OP)(SF)(MF)(RR) (REC), reduction in setbacks, modification of lot sizes, relocation of roadway, roadway design deviations, and denying the requests for increase in building height, parking deviation and approval of a master signage plan, with performance conditions.

P&Z RECOMMENDATION:

The Planning and Zoning Commission voted 4-1 to recommend the Board of County Commissioners adopt Resolution # _____ approving the petitioner's request for a Master Plan Revision to allow a mixture of uses including (NC)(GC)(OP)(SF)(MF)(RR)(REC), reduction in setbacks, modification of lot sizes, relocation of roadway, roadway design deviations, increase in building height, and denying the requests for parking deviation and approval of a master signage plan, with the following modified performance conditions:

1. The petitioner must obtain all permits from Hernando County and meet all applicable land development regulations, for either construction or use of the property, including receiving DRC approval for the proposed use.
2. The petitioner shall submit a revised site plan within 30 days of BCC approval indicating the zoning conditions or the rezoning shall be null and void.
3. The petitioner shall remove from the revised site plan the erroneous list of conditions triggering the master plan revision process.
4. Prior to, or simultaneous with, the conditional platting of land use areas, the developer shall submit a master layout plan for each land use pod, including the location of land uses, streets, greenways, recreation/parks and housing types. This layout must be reviewed and approved by the Planning & Zoning Commission for consistency with the overall master plan and performance conditions. Any change to the approved master layout plan after development has commenced shall require a master plan revision.
5. Lot sizes and housing types may vary within each land use area, however, detached and attached housing products may not be placed on the same residential street, except for the "village center mixed use" and "village center residential" land use areas.
6. Development abutting existing platting single family lots shall consist of single family residential development or the petitioner will be required to construct a wall separating the new development from the existing platting single family lots.
7. The "low-density neighborhood" areas are approved with the following land uses and minimum development standards:

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EXHIBIT B
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Single family detached
minimum lot size 5,500 s.f.
Front: 25'
Side: 5'
Rear: 15'

Z-lot single family detached
minimum lot size 5,500 s.f.
Front: 25'
Side: 5/0'
Rear: 15'

Recreation uses approved include neighborhood parks, lot lots, passive recreational areas and open space. No buildings and structures shall be located within 50' of the lot line, unless approved with the master plan layout of the pod.

8. The "medium-density neighborhood" areas are approved with the following land uses and minimum development standards:

Single family (single family detached, cluster homes, patio homes)
minimum lot size 5,500 s.f.
Front: 25'
Side: 5'
Rear: 15'

Duplexes, townhomes
minimum lot size 3,850 s.f.
Front: 25'
Side: 0/5'
Rear: 15'

Alley-accessed housing
minimum lot size 3,850 s.f.
Front: 0' minimum, 5' maximum
Side: 0'
Rear: 15'
minimum 10' alley between rows of structures

Multifamily is approved with development standards consistent with the R-3 zoning district.

Resort residential is approved with development standards consistent with the R-R zoning district.

Multifamily and single family development are to be located on separate streets.

Recreation uses approved include neighborhood parks, lot lots, passive recreational areas and open space. No buildings and structures shall be located within 50' of the lot line, unless approved with the master plan layout of the pod.

9. The "village center residential" areas are approved with the following land uses:

Single family (including single family detached, cluster homes, patio homes)
minimum lot size 5,500 s.f.

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EXHIBIT B

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Front: 25'
Side: 5'
Rear: 15'

Duplexes, townhomes
minimum lot size 3,850 s.f.
Front: 25'
Side: 0/5'
Rear: 15'

Alley-accessed housing
minimum lot size 3,850 s.f.
Front: 0' minimum, 5' maximum
Side: 0'
Rear: 15'
minimum 10' alley between rows of structures

Villas
minimum lot size 3,850 s.f.
Front: 25'
Side: 0'
Rear: 15'

Multifamily is approved with development standards in compliance with the R-3 zoning district.

Maximum building height of multifamily buildings is eight (8)-three (3) stories.

Resort residential is approved with development standards in compliance with the R-R zoning district.

Child care facilities, places of public assembly and congregate care homes are subject to the C-1 zoning district development standards.

Recreation uses approved include neighborhood parks, lot lots, passive recreational areas and open space. No buildings and structures shall be located within 50' of the lot line unless approved with the master plan layout of the pod.

10. The "village center mixed use" area is approved with the following land uses:

Single family (including single family detached, cluster homes, patio homes)
minimum lot size 5,500 s.f.
Front: 25'
Side: 5'
Rear: 15'

Duplexes, townhomes
minimum lot size 3,850 s.f.
Front: 25'
Side: 0/5'
Rear: 15'

Alley-accessed housing
minimum lot size 3,850 s.f.

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EXHIBIT B
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Front: 0' minimum, 5' maximum
Side: 5'
Rear: 15'
minimum 10' alley between rows of structures

Villas
minimum lot size 3,850 s.f.
Front: 25'
Side: 0'
Rear: 15'

Multifamily is approved with development standards in compliance with the R-S zoning district.

Maximum building height of multifamily buildings is ~~eight (8)~~ three (3) stories.

Resort residential is approved with development standards in compliance with the R-R zoning district.

Permitted commercial uses include all of the C-3 uses and additional C-1 uses including dry-cleaning establishments, child care facilities, places of public assembly, congregate care homes and restaurants, subject to the C-3 zoning district development standards.

Recreation uses approved include neighborhood parks, lot lots, passive recreational areas and open space. No buildings and structures shall be located within 50' of the lot line, unless approved with the master plan layout of the pod.

11. The "business park" areas are approved with the following land uses:

Multifamily uses subject to R-3 development standards.

Maximum building height of multifamily buildings is ~~eight (8)~~ three (3) stories.

Resort residential subject to the R-R development standards.

All C-1 uses are approved subject to C-1 zoning district development standards.

Educational facilities and congregate care homes are subject to C-1 zoning district development standards.

Recreation uses approved include neighborhood parks, lot lots, passive recreational areas and open space. No buildings and structures shall be located within 50' of the lot line, unless approved with the master plan layout of the pod.

12. The 12-acre parcel to the immediate west of the Suncoast Parkway is not allowed the requested change to "business park" land uses without the petitioner's demonstration of access to the parcel.
13. The perimeter setbacks shall be 20' for residential uses, and 35' for non-residential uses and 15' along the Florida Power easement.
14. A 15'-wide vegetated buffer is required adjacent to the landfill property.
15. Greenways shall comprise a minimum 25'-wide vegetated corridor containing a minimum 10' 4'-wide paved pathway. All of the land use areas in the western parcel shall be connected via greenway to the "Village center mixed use" land

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EXHIBIT B

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BOARD OF COUNTY COMMISSIONERS' MEETING RESULTS, AUGUST 7, 2002, PAGE 11

use area. A land use area shall be considered served by a greenway if a residential street within the land use area is accessible to the greenway.

16. A cart path connection to Supermill Woods is allowed if the petitioner can provide an approval from Citrus County to make a connection on the Citrus County side.
17. The petitioner shall enter into a binding development agreement with the County, to be executed prior to development commencing in Seville, indicating the developer will provide 60' ROW from Thrasher's eastern terminus to the eastern part of Seville; and will build Thrasher within the eastern part of the Seville development at the time development commences, acquire sufficient ROW to improve the existing portion of Thrasher to collector roadway status and will construct the extension of Thrasher to collector roadway standards from its present terminus at Downy Woodpecker Road to US 98. The agreement will be executed prior to development commencing in Seville.
18. Residential driveways may be allowed on roadways not serving more than 160 dwelling units.
19. The petitioner shall design the private road system to ensure adequate stacking distances for gated entrances, as determined by the County Engineer.
20. The petitioner shall be limited to a total of four access points into the project from US 98.
21. The petitioner shall meet all FDOT permit conditions for the access points. . .
22. The petitioner shall provide a mutually agreeable 2.5 acre fire station site for future development and will be eligible for impact fee credits.
23. The petitioner may utilize the two (2) FDOT DRAs south of US 98 and adjacent to the eastern parcel if FDOT agrees to the arrangement.
24. The petitioner may retain drainage from Seville on adjacent Florida Power easements or ROWs if Florida Power concurs.
25. The petitioner shall obtain and comply with any DEP, SWFWMD, or FWC permits that may be required for the subject site.
26. The petitioner may provide up to 800 dwelling units in the "village center mixed use" and the "village center residential" pods.

ADDITIONAL INFORMATION

Subsequent to the July 8, 2002 Planning & Zoning Commission hearing, the Planning staff met with the petitioner's representative. The Planning staff would recommend the BCC approve the following additional and/or augmented language to the proposed performance conditions:

Condition #4:

Prior to, or simultaneous with, the conditional platting of land use areas, the developer shall submit a master layout plan for each land use pod, including the location of land uses, streets, greenways, recreation/parks and housing types. Land use pods may be subdivided by minimum 60' greenways. The petitioner may submit master layout plans for portions of pods separated from the rest of the pod by minimum 60' greenway(s). This layout must be reviewed and approved by the Planning & Zoning Commission for consistency with the overall master plan and performance conditions. Any change to the approved master layout plan after development has commenced shall require a master plan revision.

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EXHIBIT B

minimum lot size 3,850 s.f.

Front: 15'

Side: 5'

Rear: 15'

minimum 10' alley between rows of structures

So that uniform setbacks are observed within any given block, either alley-access housing 1 or alley-accessed housing 2 shall be constructed within any given block. Townhomes could be an alley-access housing product.

Condition #10

Residential lots containing a minimum 600 square feet of area are allowed above buildings containing nonresidential uses. The parking areas provided for mixed use structures must meet the County parking area standards for the combined uses.

Condition #15:

Greenways shall comprise a minimum 25'-wide vegetated corridor containing a minimum 10'-wide paved pathway. The paved pathway shall be a minimum 8'-wide within a 10'-wide stabilized ROW if bicycle traffic is expected to be low. pedestrian use of the facility is not expected to be more than occasional, there is good horizontal and vertical alignment and the path is not subjected to maintenance vehicle damage causing pavement edge damage during normal maintenance activities. All of the land use areas in the western parcel shall be connected via greenway to the "village center mixed use" land use area. A land use area shall be considered served by a greenway if a residential street within the land use area is accessible to the greenway.

BCC ACTION:

The Board of County Commissioners voted 5-0 to adopt Resolution #2002-100 approving the petitioner's request for a Master Plan Revision to allow a mixture of uses including (NC)(GC)(OP)(SF)(MF)(RR)(REC), reduction in setbacks; modification of lot sizes, relocation of roadway, roadway design deviations; increase in building height, and denying the requests for parking deviation and approval of a master signage plan, with the following performance conditions:

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3. The petitioner shall remove from the revised site plan the erroneous list of conditions triggering the master plan revision process.
4. Prior to, or simultaneous with, the conditional platting of land use areas, the developer shall submit a master layout plan for each land use pod, including the location of land uses, streets, greenways, recreation/parks and housing types. Land use pods may be subdivided by minimum 50' greenways. The petitioner may submit master layout plans for portions of pods separated from the rest of the pod by minimum 50' greenway(s). This layout must be reviewed and approved by the Planning & Zoning Commission for consistency with the overall master plan and performance conditions. Any change to the approved master layout plan after development has commenced shall require a master plan revision.

The master plan for the Village Center Mixed Use and Village Center Residential pods will be reviewed and approved by the Board of County Commissioners.

5. Lot sizes and housing types may vary within each land use area, however, detached and attached housing products may not be placed on the same residential street, except for the "village center mixed use" and "village center residential" land use areas.
6. Development abutting existing platted single family lots shall consist of single family residential development or the petitioner will be required to construct a wall separating the new development from the existing platted single family lots.
7. The "low-density neighborhood" areas are approved with the following land uses and minimum development standards:

Single family detached
minimum lot size 5,500 s.f.
Front: 25'
Side: 5'
Rear: 15'

Z-lot single family detached
minimum lot size 5,500 s.f.
Front: 25'
Side: 5/10'
Rear: 15'

Recreation uses approved include neighborhood parks, lot lots, passive recreational areas and open space. No buildings and structures in passive recreation areas shall be located within 10' of the lot line. No buildings and structures in active recreation areas shall be located within 50' of the lot line, unless significant buffers are provided, in which case the setbacks may be reduced to 10'.

8. The "medium-density neighborhood" areas are approved with the following land uses and minimum development standards:

Single family (single family detached, cluster homes, patio homes)

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EXHIBIT B
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minimum lot size 5,500 s.f.
Front: 25'
Side: 5'
Rear: 15'

Duplexes, townhomes
minimum lot size 3,850 s.f.
Front: 25'
Side: 0'/5'
Rear: 15'

Alley-accessed housing 1
minimum lot size 3,850 s.f.
Front: 0' minimum, 5' maximum
Side: 5'
Rear: 15'
minimum 10' alley between rows of structures

Alley-accessed housing 2
minimum lot size 3,850 s.f.
Front: 15'
Side: 5'
Rear: 15'
minimum 10' alley between rows of structures

So that uniform setbacks are observed within any given block, either alley-access housing 1 or alley-accessed housing 2 shall be constructed within any given block. Townhomes could be an alley-access housing product.

Multifamily is approved with development standards consistent with the R-3 zoning district.

Resort residential is approved with development standards consistent with the R-R zoning district.

Multifamily and single family development are to be located on separate streets.

Recreation uses approved include neighborhood parks, tot lots, passive recreational areas and open space. No buildings and structures in passive recreation areas shall be located within 10' of the lot line. No buildings and structures in active recreation areas shall be located within 50' of the lot line, unless significant buffers are provided, in which case the setbacks may be reduced to 10'.

9. The "village center residential" areas are approved with the following land uses:

Single family (including single family detached, cluster homes, patio homes)
minimum lot size 5,500 s.f.
Front: 25'
Side: 5'
Rear: 15'

Duplexes, townhomes
minimum lot size 3,850 s.f.
Front: 25'
Side: 0'/5'
Rear: 15'

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EXHIBIT B

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Alley-accessed housing 1
minimum lot size 3,850 s.f.
Front: 0' minimum, 5' maximum
Side: 5'
Rear: 15'
minimum 10' alley between rows of structures

Alley-accessed housing 2
minimum lot size 3,850 s.f.
Front: 15'
Side: 5'
Rear: 15'
minimum 10' alley between rows of structures

So that uniform setbacks are observed within any given block, either alley-access housing 1 or alley-accessed housing 2 shall be constructed within any given block. Townhomes could be an alley-access housing product.

Villas
minimum lot size 3,850 s.f.
Front: 25'
Side: 0'
Rear: 15'

Multifamily is approved with development standards in compliance with the R-3 zoning district.

Maximum building height of multifamily buildings is four (4) stories provided; however, in its sole discretion, the BCC may approve multi-family buildings up to eight (8) stories.

Resort residential is approved with development standards in compliance with the R-R zoning district.

Child care facilities, places of public assembly and congregational homes are subject to the C-1 zoning district development standards.

Recreation uses approved include neighborhood parks, lot lots, passive recreational areas and open space. No buildings and structures in passive recreation areas shall be located within 10' of the lot line. No buildings and structures in active recreation areas shall be located within 50' of the lot line, unless significant buffers are provided, in which case the setbacks may be reduced to 10'.

10. The "village center mixed use" area is approved with the following land uses:

Single family (including single family detached, cluster homes, patio homes)
minimum lot size 5,500 s.f.
Front: 25'
Side: 5'
Rear: 15'

Duplexes, townhomes
minimum lot size 3,850 s.f.
Front: 25'
Side: 0/15'
Rear: 15'

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EXHIBIT B

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Alley-accessed housing 1
minimum lot size 3,850 s.f.
Front: 0' minimum, 5' maximum
Side: 5'
Rear: 15'
minimum 10' alley between rows of structures

Alley-accessed housing 2
minimum lot size 3,850 s.f.
Front: 15'
Side: 5'
Rear: 15'
minimum 10' alley between rows of structures

So that uniform setbacks are observed within any given block, either alley-access housing 1 or alley-accessed housing 2 shall be constructed within any given block. Townhomes could be an alley-access housing product.

Villas
minimum lot size 3,850 s.f.
Front: 25'
Side: 0'
Rear: 15'

Residential flats containing a minimum 800 square feet of area are allowed above buildings containing nonresidential uses. The parking areas provided for mixed use structures must meet the County parking area standards for the combined uses.

Multifamily is approved with development standards in compliance with the R-3 zoning district.

Maximum building height of multifamily buildings is four (4) stories provided; however, in its sole discretion, the BCC may approve multi-family buildings up to eight (8) stories.

Resort residential is approved with development standards in compliance with the R-R zoning district.

Permitted commercial uses include all of the C-3 uses and additional C-1 uses including dry-cleaning establishments, child care facilities, places of public assembly, congregational care homes and restaurants, subject to the C-3 zoning district development standards.

Recreation uses approved include neighborhood parks, tot lots, passive recreational areas and open space. No buildings and structures in passive recreation areas shall be located within 10' of the lot line. No buildings and structures in active recreation areas shall be located within 50' of the lot line, unless significant buffers are provided, in which case the setbacks may be reduced to 10'.

11. The "business park" areas are approved with the following land uses:

Multifamily uses subject to R-3 development standards.

Maximum building height of multifamily buildings is four (4) stories provided; however, in its sole discretion, the BCC may approve multi-family buildings up to eight (8) stories.

Resort residential subject to the R-R development standards.

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EXHIBIT B

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All C-1 uses are approved subject to C-1 zoning district development standards.

Educational facilities and congregational care homes are subject to C-1 zoning district development standards.

Recreation uses approved include neighborhood parks, lot lots, passive recreational areas and open space. No buildings and structures in passive recreation areas shall be located within 10' of the lot line. No buildings and structures in active recreation areas shall be located within 50' of the lot line, unless significant buffers are provided, in which case the setbacks may be reduced to 10'.

12. The 12-acre parcel to the immediate west of the Suncoast Parkway is not allowed the requested change to "business park" land uses without the petitioner's demonstration of access to the parcel.
13. The perimeter setbacks shall be 20' for residential uses, 35' for non-residential uses and 15' along the Florida Power easement.
14. A 15'-wide vegetated buffer is required adjacent to the landfill property.
15. Greenways shall comprise a minimum 25' wide vegetated corridor containing a minimum 10' wide paved pathway. The paved pathways shall be a minimum 8' wide within a 10' wide stabilized ROW if bicycle traffic is expected to be low, pedestrian use of the facility is not expected to be more than occasional, there is good horizontal and vertical alignment and the path is not subjected to maintenance vehicle damage causing pavement edge damage during normal maintenance activities. All of the land use areas in the western parcel shall be connected via greenway to the "Village center mixed use" land use area. A land use area shall be considered served by a greenway if a residential street within the land use area is accessible to the greenway.
16. A cart path connection to Supermill Woods is allowed if the petitioner can provide an approval from Citrus County to make a connection on the Citrus County side.
17. The petitioner shall enter into a binding development agreement with the County, to be executed prior to development commencing in Seville, indicating the developer will provide 80' ROW from Thrasher's eastern terminus to the eastern part of Seville; and will build Thrasher within the eastern part of the Seville development at the time development commences.
18. Residential driveways may be allowed on roadways not serving more than 150 dwelling units.
19. The petitioner shall design the private road system to ensure adequate stacking distances for gated entrances, as determined by the County Engineer.
20. The petitioner shall be limited to a total of four access points into the project from US 98.
21. The petitioner shall meet all FDOT permit conditions for the access points.
22. The petitioner shall provide a mutually agreeable 2.5 acre fire station site for future development and will be eligible for impact fee credits.
23. The petitioner may utilize the two (2) FDOT DRAs south of US 98 and adjacent to the eastern parcel if FDOT agrees to the arrangement.
24. The petitioner may retain drainage from Seville on adjacent Florida Power easements or ROWs if Florida Power concurs.

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EXHIBIT B

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BOARD OF COUNTY COMMISSIONERS' MEETING RESULTS, AUGUST 7, 2002, PAGE 18

25. The petitioner shall obtain and comply with any DEP, SWFWMD, or FWC permits that may be required for the subject site.
26. The petitioner may provide up to 600 dwelling units in the "village center mixed use" and the "village center residential" pods.
27. Prior to issuance of any building permit for a building with more than three (3) stories, provision must be made to have the necessary fire protection available, as deemed appropriate by the County.

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EXHIBIT D
15 of 15

[date]

Hernando County Water and Sewer District
21030 Cortez Boulevard
Brooksville, FL 34601

Re: Dedication of _____ Pipelines and Infrastructures

This letter will serve as formal dedication of the perpetual use and ownership to the Hernando County Water and Sewer District of all water and/or sewer pipelines and infrastructures (onsite and/or offsite) installed by _____ for the _____ project. As consideration for these dedications, the Hernando County Water and Sewer District, shall after a one (1) year warranty of said facilities by _____ be responsible for all costs of maintenance, upkeep and replacement of any and all parts of the aforementioned dedicated water and/or sewer pipelines and infrastructures.

Further, if applicable, _____ hereby certifies to the Hernando County Water and Sewer District that all laborers, materialmen and subcontractors have been paid for performing or furnishing the work, labor or materials and that there are no liens and/or encumbrances existing for said water and or sewer system. The one (1) year warranty period commences on _____.

Corporate Name: _____

Attest: _____ By: _____
Title: _____
Date: _____

Accepted by the Hernando County
Water and Sewer District

Acknowledgment: _____

By: _____
Attest: _____
Date: _____

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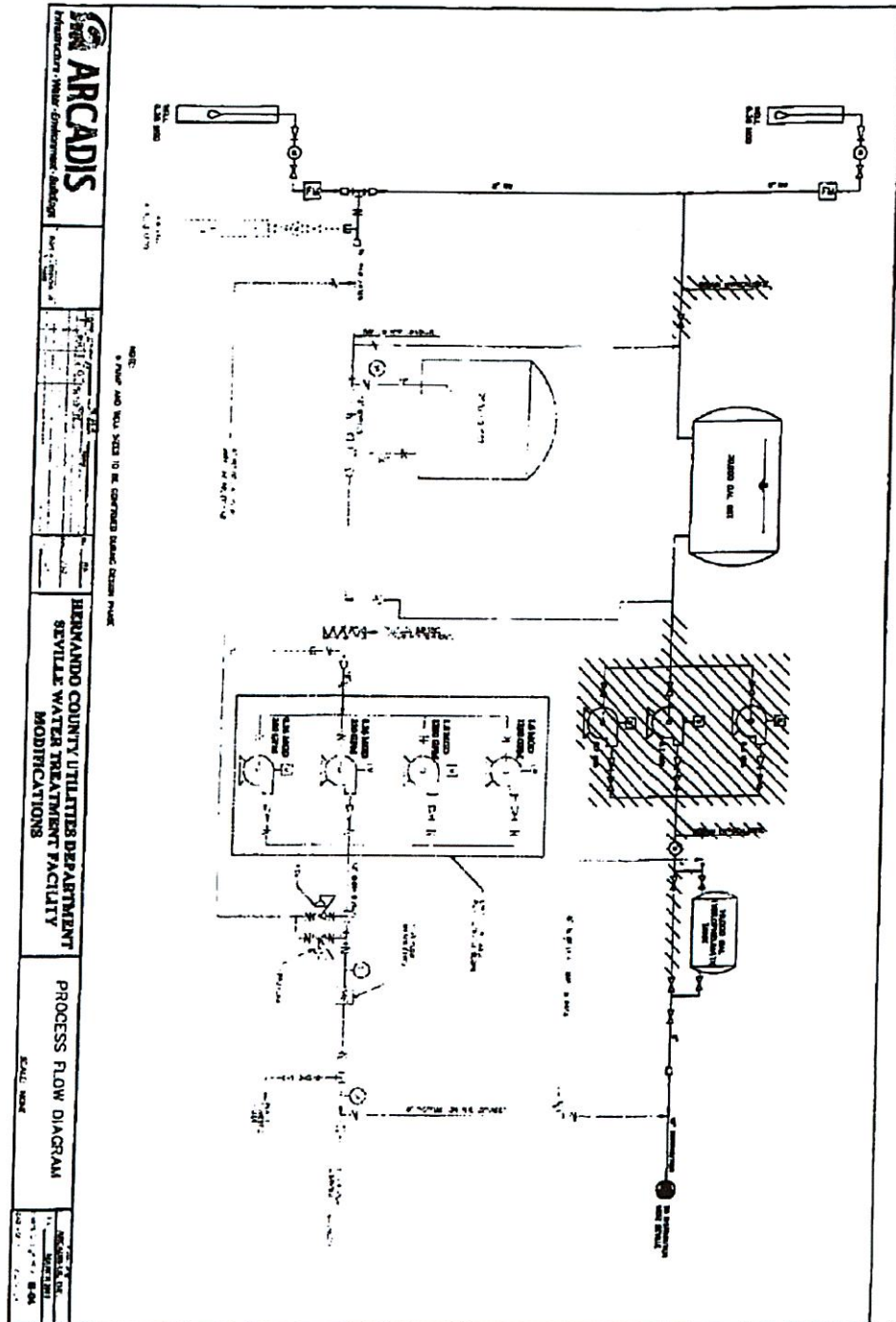


EXHIBIT "E"

APPROVED MASTER PLAN

