

DEVELOPMENT AGREEMENT

LAKE HIDEAWAY (COMBINED-PLANNED DEVELOPMENT PROJECT)

HERNANDO COUNTY, FLORIDA

THIS DEVELOPMENT AGREEMENT is made and entered into on the 8th day of February, 2022, by and between The Lake Hideaway Revocable Trust, under Trust Agreement dated July 29, 1994 (“Lake Hideaway Trust”) and Hawk Lake Hideaway, LLC, a Delaware limited liability company (“Hawk Lake Hideaway, LLC”), both of whose address is c/o Metro Development Group, LLC, 2502 North Rocky Point Drive, Suite 1050, Tampa, Florida 33607, as their interests may appear of record, and their respective successors and assigns (“Owner” and/or “Developer”), and Hernando County, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 (“County” or “Hernando County”; and collectively, “Parties”), regarding the Developer’s proposed development known as “Lake Hideaway.”

RECITALS

WHEREAS, Lake Hideaway Trust and Hawk Lake Hideaway, LLC, together with any respective successors and assigns, own approximately 885 acres located in Hernando County, Florida, lying west of Weeping Willow Street, east of U.S. Highway 19, south of Hexam Road, and north of Star Road (“Property”), and which is legally described in **EXHIBIT A**, attached hereto and made a part hereof; and

WHEREAS, on February 13, 2008, the Board of County Commissioners of Hernando County, Florida (“BOCC”) approved that certain Development Order for the Lake Hideaway Development of Regional Impact, pursuant to Section 380.06, *Florida Statutes*, which governed the Property at that time, and recorded at O.R. Book 2534, Page 1679, of the Official Records of Hernando County, Florida (“DRI” and “DRI DO”); and

WHEREAS, on February 9, 2010, the BOCC approved a Rezoning (File Number H-10-01) to Combined-Planned Development Project (C-PDP) for the Property (as may be amended, “C-PDP Rezoning”), with a companion Master Plan (as may be amended, “Master Plan”), with Deviations, as described therein; and

WHEREAS, pursuant to the DRI approval, the entitlements for the Property remain vested as set forth in the approved C-PDP Rezoning, Master Plan, and DRI DO; and

WHEREAS, pursuant to Chapter 380, *Florida Statutes*, the Development, as previously approved, is not required to be a Development of Regional Impact anymore, and the Owner/Developer has elected, concurrent with the approval of this Development Agreement and the concurrent modification of the C-PDP Rezoning and Master Plan by the BOCC, to abandon the DRI and to terminate the DRI DO, as authorized by applicable Florida law; and

WHEREAS, the Parties desire to enter into this Development Agreement (“DA” or “Development Agreement”) to recognize the Owner/Developer’s intent to abandon the DRI and to terminate the DRI DO, and enter into a Development Agreement to memorialize the entitlements for the Property;

NOW, THEREFORE, in consideration of the sum of \$10.00, and other good and valuable consideration, in hand paid by the Parties hereto, each to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual understandings and agreements hereinafter set forth and contained, the Parties agree as follows:

SECTION 1 - FINDINGS OF FACT; INCORPORATED DOCUMENTS

1.1 The above recitals are incorporated herein by reference and made a part hereof.

1.2 The County shall monitor the Development to ensure compliance with the terms, general provisions, and conditions of this Development Agreement. The County Administrator or his/her designee shall monitor the Development through the review of the site plans, building permits, certificates of occupancy, plats, if applicable, and any other relevant and factual information.

1.3 In each instance where the Developer is responsible for construction, operation and/or ongoing maintenance of privately owned facilities or infrastructure, the Developer may assign any or all of its responsibilities regarding those facilities to an appropriate entity, which may include a designated Homeowner’s Association (“HOA”) or Community Development District (“CDD”), authorized by law and able to fulfill such responsibilities consistent with statutory requirements.

1.4 The BOCC specifically finds that the Development is consistent with the County’s adopted Comprehensive Plan and with the County’s Land Development Regulations, subject to the terms of the C-PDP Rezoning and Master Plan, and this Development Agreement, all as approved by the BOCC.

1.5 The approved Master Plan, pursuant to the approved C-PDP Rezoning (approved on February 8th, 2022 by the BOCC), is attached as **EXHIBIT B** and made a part hereof; provided, however, that any subsequent revision to the C-PDP Rezoning and/or Master Plan approved by the BOCC shall be deemed automatically incorporated herein, unless an amendment to this DA is required based upon the terms of the approved DA.

1.6 The Lake Hideaway Development Water and Sewer Service Agreement, upon its execution by the Owner/Developer and the County (executing as the Hernando County Water and Sewer District), shall be incorporated into this Development Agreement by reference and made a part hereof.

1.7 As used herein, the term “Developer” shall include any HOA or CDD organized by the Developer and approved by the County and/or other agencies having jurisdiction, to the extent the Developer elects to delegate any design, permitting, construction, operation, and/or

maintenance responsibilities of the Developer under this DA, and to the extent such HOA and/or CDD delegation is authorized by applicable law.

1.8 As used herein, the term “Development” or “Lake Hideaway Development” shall mean the Property as developed pursuant to the approved C-PDP Rezoning and Master Plan, as both may be amended from time to time.

SECTION 2 - EFFECTIVE DATE AND DURATION; VESTED ENTITLEMENTS

2.1 This Development Agreement shall take effect on February 8, 2022, or upon the date of execution by the last Party hereto, whichever is later (“Effective Date”). The term of this Development Agreement shall expire on December 31, 2041 (“Term”) unless modified in writing and executed by the Parties. The Term of this Development Agreement shall also vest the C-PDP Rezoning and Master Plan for the same length of time in accordance with Section 1 of Article VIII, Appendix A (Zoning) of the *Code of Ordinances, Hernando County, Florida*; however, all other terms and conditions of the County’s Land Development Regulations shall apply, except where inconsistent with the express terms of this DA, or the C-PDP Rezoning or Master Plan.

2.2 Notwithstanding any other provision of the County’s Land Development Regulations, or other laws or regulations, the Development’s entitlements as set forth in the C-PDP Rezoning and Master Plan approved concurrently herewith, shall be vested for the Term of this DA, including any extensions of this DA approved pursuant to Paragraph 2.1 above.

2.3 Except as specifically set forth in this DA, the C-PDP Rezoning (including any modifications approved by the County from time to time), or the Master Plan (including any modifications approved by the County from time to time), and the standard provisions of the County’s Land Development Regulations shall apply, which are in effect at the time of the conditional plat, master plan, development permit or other applicable approval required to commence with the development for each phase of the Development; provided, however, that in the event of any conflict, the terms and conditions of this DA shall control.

2.4 The requirements and deadlines for all terms of mitigation required for the Development shall be as set forth in this DA, which shall prevail over any other existing or future Hernando County Land Development Regulations provisions, or other requirements for pursuit of the Development as vested and authorized in this DA.

2.5 “Commence Development” for purposes of this Development Agreement shall mean that the Developer shall have constructed, or cause to be constructed, any site grading or clearing, infrastructure, roadways, or vertical development.

2.6 This Development Agreement constitutes final approval for the Developer to develop the Property, as described in **EXHIBIT A**, subject to all required land development and permitting regulations and in accordance with the terms of this Development Agreement, and in accordance with the C-PDP Rezoning and Master Plan, as follows:

(1) Phase One:

3,700 Dwelling Units, up to 1,300 of which may be Multi-Family Dwelling Units (including Senior Adult Attached Housing Units approved by the C-PDP Rezoning and Master Plan)

25,000 square feet of Retail/Commercial uses approved by the C-PDP Rezoning and Master Plan

Lagoon PDP (REC) Recreation/Entertainment/Ancillary uses

(2) Phase Two:

25,000 square feet of Retail/Commercial uses approved by the C-PDP Rezoning and Master Plan

150,000 square feet of Office uses approved by the C-PDP Rezoning and Master Plan

(3) Land Use Exchange Matrix (“LUEM”) Conversions. The foregoing uses may be exchanged to their trip-equivalent uses pursuant to the LUEM set forth in **EXHIBIT E**, attached hereto and made a part hereof, and in accordance with Paragraph 3.19 below.

(4) Transportation Approval. The Traffic Impact Study (“TIS”) for the Phase One entitlements above has been approved by the County, subject to the transportation mitigation requirements of this DA. The Phase Two entitlements above have specific Zoning approval, but are conditioned upon the approval of a TIS for the Phase Two entitlements at the time of conditional plat or site plan approval for any Phase Two entitlements, including any required, additional Phase Two transportation mitigation based upon such approved TIS, which shall require an amendment to this Development Agreement.

SECTION 3 - SPECIFIC CONDITIONS AND REQUIREMENTS

3.1 General Environmental Matters. The Developer shall comply with all Hernando County Land Development Regulations environmental requirements, and those of other regulatory agencies having jurisdiction over the Development, to the extent applicable to the Property.

3.2 Subsurface Features, Surface Waters and Ground Waters.

(1) Geotechnical Analysis. A geotechnical report prepared by a Florida Registered Geotechnical Professional Engineer shall be used in the design and layout of the Development, and shall be submitted to the County at the time of, and in connection with, the conditional plat, or functional equivalent, of each phase in order to ascertain that the Developer has used its best efforts to avoid adverse impacts to sensitive karst and subsurface features in the overall design and layout of the Development.

(2) Best Management Practices (“BMPs”). In addition to being in compliance with all applicable requirements of the regulatory agencies (such as the Florida Department of Environmental Protection (“FDEP”) and the Southwest Florida Water Management District (“SWFWMD”), without limitation), the Developer shall utilize BMPs to control siltation and prevent turbidity during construction activities. These standards can be achieved by utilizing the best available construction techniques for erosion and sedimentation control, as well as meeting the minimum standards for National Pollution Discharge Elimination System (“NPDES”) permitting.

3.3 Drainage, Stormwater and Groundwater.

(1) Stormwater Pollution Prevention (“SWPP”). The Developer shall implement SWPP methods for each set of construction plans for the Development, incorporating requirements such as: (1) clearing and grading areas only as they are being prepared for construction; (2) stabilizing areas immediately after construction completion; (3) potential limiting of watering for dust control at the time of construction due to hydrologic conditions; and (4) meeting SWFWMD compliance standards.

(2) Stormwater/Drainage Retention Areas (“DRAs”). DRAs, including either “wet” or “dry” DRAs, shall be designed and constructed according to accepted engineering practices, and all applicable regulatory standards of SWFWMD and the Hernando County Facility Design Guidelines.

(3) Low Impact Development (“LID”). Stormwater management facilities shall adhere to SWFWMD criteria for the design, construction, operation and maintenance of such facilities in karst sensitive areas, as determined by SWFWMD. Where reasonably feasible, the Development shall utilize LID methods to reduce the impact of nutrients on natural wetlands systems. These LID methods may include low impact stormwater design consisting of vegetated swales and buffers, where reasonably feasible, prior to discharge of treated stormwater, tree cluster-rain gardens, pervious pavement, conserving natural areas and wetlands, minimizing development impacts, attempting to maintain site runoff rates, the use of integrated management practices, the implementation of pollution prevention, proper maintenance, and public education.

(4) Karst Cover. Soil boring(s) shall be used to verify that suitable soil cover is maintained between each DRA bottom and any subsurface limestone rock strata, limestone pinnacles, or potential karst connections, consistent with applicable regulatory criteria.

(5) Periodic Inspections. Once the on-site surface water management system is constructed in accordance with SWFWMD permit requirements, the Developer’s engineer shall certify that the on-site surface water management system is in substantial conformity with the local and state regulations. Thereafter, periodic inspections shall be conducted to ensure that the system is being properly maintained in keeping with its permitted design, and is capable of accomplishing the permitted level of stormwater storage/treatment for which it was designed and intended.

3.4 Wetlands and Invasive Species.

(1) The Developer shall protect wetland areas through a combination of (1) BMPs; (2) SWFWMD and FDEP Environmental Resource Program (“ERP”) permitting criteria; (3) compliance with the rules and regulations of the U.S. Environmental Protection Agency (“EPA”); (4) NPDES compliance; (5) compliance with applicable mitigation requirements for any wetland impacts approved by the County and applicable permitting agencies; (6) conservation easements in favor of the HOA or CDD, as applicable, which shall include a third-party right of enforcement in favor of the County pursuant to Section 704.06(8), *Florida Statutes*, where required by the C-PDP Rezoning, the Master Plan, or this DA; and (7) wetland/upland buffers as specified in this Development Agreement.

(2) The Developer shall protect on-site surface waters from construction impacts through various measures, including the use of staked hay bales and silt screen fences, to protect wetlands from erosion and sediment transport.

(3) Existing Whitehurst Pond may be restored, enhanced, or otherwise modified by the Developer, subject to compliance with applicable County regulations and subject to approval of other agencies having jurisdiction. All enhancements shall be in accordance with SWFWMD minimum water levels guidance criteria.

(4) With respect to Whitehurst Pond: (1) a 25-foot wide wetland conservation buffer meeting the requirements of SWFWMD shall be maintained around the jurisdictional wetland boundaries of the existing pond and contiguous wetland areas (“Wetland Buffer”); and (2) a 50-foot wide recreation/open space buffer (“Recreation Buffer”) shall be maintained around the Wetland Buffer that will be used for recreation or open space uses authorized in the C-PDP Rezoning and Master Plan, and may be part of a pedestrian trail network, for a total buffer area of 75 feet. The Wetland Buffer and Recreation Buffer for Whitehurst Pond shall be measured from the jurisdictional line as approved by SWFWMD on December 3, 2020, pursuant to the wetland jurisdictional determination letter and wetland jurisdictional survey, attached as **EXHIBIT C**, and made a part hereof. The Buffers shall be planted with native vegetation, where needed, to control erosion and as required by the applicable permitting agencies. No building construction shall occur in the Wetland Buffer or Recreation Buffer areas; however, access shall be allowed to Whitehurst Pond through the Wetland Buffer and Recreation Buffer areas, for authorized recreational and educational activities. The Wetland Buffer and Recreation Buffer areas shall be platted as separate tract(s) and shall be conveyed or dedicated to the Developer’s designated HOA or CDD entity, as applicable, for perpetual maintenance and use consistent with applicable SWFWMD permit(s). A conservation easement, with a right of access consistent with this DA and the C-PDP Rezoning and Master Plan, over Whitehurst Pond and the required Wetland Buffer shall be provided at the time of final platting, or prior to development where platting is not required, and shall include a third-party right of enforcement in favor of the County pursuant to Section 704.06(8), *Florida Statutes*.

(5) Invasive exotic species shall be removed from all wetlands, designated open spaces, and other areas as required by the County’s Land Development Regulations or the approved C-PDP Rezoning or Master Plan during horizontal site development construction.

These areas shall also be maintained as needed by the HOA or CDD, as applicable, with invasive plant management techniques approved by any applicable agency development permit(s) .

3.5 Flood Plains. The Developer shall comply with the County's Flood Damage Prevention and Protection Ordinance, the County's Buildings and Building Regulations Ordinance, Federal Emergency Management Agency ("FEMA") regulations and SWFWMD regulations, and shall use the best available data regarding flood plains/flood-prone areas, as authorized by law and accepted by SWFWMD and the County at the time of construction plans approval.

3.6 Common Area Maintenance and Resident Education.

(1) The Developer agrees to include in its HOA Covenants, Conditions and Restrictions ("CC&Rs") a requirement that where the use of pesticides and/or chemicals are necessary for grounds maintenance within the Development (specifically including open spaces and common areas), such pesticides and chemicals shall be used sparingly and only in accordance with BMPs and provisions of the Florida Yards and Neighborhoods Program. The CC&Rs shall be recorded at the time of approval of each final subdivision plat against those portions of the Development subject to such plat. Furthermore, the Developer agrees that during the period of ownership or control of all portions of the Development where the use of pesticides and/or chemicals are necessary for grounds maintenance, within those portions of the Development it continues to own or control, such pesticides and chemicals shall be used sparingly and only in accordance with BMPs and the provisions in this Paragraph.

(2) The Developer (or its designated builders) shall provide new residential property owners with materials and information regarding the Florida-Friendly Landscaping Program, a University of Florida/IFAS Extension program in cooperation with the Hernando County Utilities Department ("Florida-Friendly Landscaping Program"), and the County's Fertilizer Ordinance, and encourage use of the principles, techniques, and landscaping recommendations within such materials and information. Such guidelines shall be included in the HOA CC&Rs for the Property as well.

3.7 Soils and Erosion.

(1) Grading Plan. The Developer shall develop a grading plan that utilizes the pre-development topography to the maximum extent reasonably feasible. The grading plan shall be provided to the County at the time of, and in connection with, each conditional plat, or functional equivalent, application.

(2) Site Disturbance/Erosion.

(a) The Development shall be designed to complement the topography and minimize site disturbance and erosion by construction phasing, limiting site clearance while maximizing retention of existing vegetation, timely revegetation of cleared areas, and preservation of existing grades and slopes in Development design and construction.

(b) The Developer shall use BMPs (*i.e.*, those BMPs generated by FDEP and SWFWMD) to control soil erosion.

(c) The Developer shall protect on-site surface waters from construction impacts through various measures, including the use of staked hay bales and silt screen fences to reduce both erosion and sediment transport into wetland areas.

(d) The Developer shall minimize wind erosion from clearing and grubbing operations by performing such operations only on individual parcels of land where construction is scheduled to proceed.

(e) The Developer shall minimize fugitive dust through sodding, water sprinkling, seeding, mulching or planting of landscaped material in cleared and disturbed areas.

(f) Should any noticeable soil slumping or sinkhole formation become evident before or during construction activities, the Developer shall comply with the permit conditions of SWFWMD to develop a plan of action and corrective measures to correct the problem. Once a plan of action and corrective measures are determined, the Developer shall complete the required actions/measures in accordance with any permit requirements.

(g) A geotechnical report prepared by a Florida Registered Geotechnical Professional Engineer shall be provided for review by the County Engineer at the time of construction plans review to identify and recommend BMPs and professionally recognized engineering practices that address the identification of unsuitable soils, if present, to include the following:

(i) The stripping of existing topsoil and vegetation/roots and undercutting pockets of organic soils and/or deleterious material, if encountered.

(ii) The backfilling and compaction with structural fill in required lifts.

(iii) The compaction and densification of the ground surface to recommended standards and depths.

3.8 Buffers and Open Space.

(1) Open space shall meet the minimum requirements of the *Code of Ordinances, Hernando County, Florida*, and shall generally include Whitehurst Pond, the associated Wetland Buffer and Recreation Buffer (as defined in Paragraph 3.4 above and set forth in the approved C-PDP Rezoning and Master Plan, and **EXHIBIT C**), other jurisdictional wetland buffers, neighborhood park sites, the power line easement, vegetated buffers, pedestrian trails that provide for connectivity, and areas of open space preservation, as ultimately approved in conjunction with the C-PDP Rezoning, Master Plan, conditional plat, construction plans review and/or site development review.

(2) As part of the above open space, the Developer shall provide the following buffers:

(a) A 50-foot-wide perimeter buffer along the Development's southern common boundary with the Woodland Waters Subdivision. This buffer shall preserve existing vegetation and be enhanced as required by the C-PDP Rezoning and Master Plan. In addition to the vegetated perimeter buffer, there shall be a 50-foot setback for all structures along the southern common boundary with the Woodland Waters Subdivision, as generally depicted in the C-PDP Rezoning and Master Plan, for a total building setback of 100 feet from the perimeter Property boundary at this location. This open space shall be maintained by the HOA or CDD.

(b) A buffer at least 50 feet in width from the terminus of the open space referenced in Paragraph (1) above and extending to the south along the western edge of the Property boundary adjacent to the Woodland Waters Subdivision, as generally depicted in the C-PDP Rezoning and Master Plan. This corridor shall include the existing 30-foot utility easement within the 50-foot buffer. This buffer shall preserve existing vegetation and be enhanced as required by the C-PDP Rezoning and Master Plan. Any enhancement added by the Developer shall not conflict with the utility easement. This open space corridor shall be maintained by the HOA or CDD.

(c) The Wetland Buffer and Recreation Buffer areas for Whitehurst Pond in accordance with Paragraph 3.4 of this DA.

(d) A 35-foot perimeter buffer as required by the approved C-PDP Rezoning and Master Plan for previously approved Pod 1 and Pod 2 of the Development.

(e) The existing 100-foot-wide utility transmission line easement area and corridor as depicted in the C-PDP Rezoning and Master Plan, which area also may be used for a recreational trail/pedestrian greenway and/or stormwater retention/detention, subject to any utility transmission line easement limitations.

(f) A trail, either pervious or impervious, is permissible within the Whitehurst Pond Recreation Buffer area; also, limited access is allowed through the Wetland Buffer to Whitehurst Pond for recreational or educational activities in accordance with Paragraph 3.4 of this DA.

(g) A 35-foot perimeter buffer adjacent to the respective future rights-of-way for Hexam Road on the north boundary of the Property and Star Road on the south boundary of the Property, as such additional rights-of-way conveyances are required by this DA. This buffer shall consist of existing natural vegetation; new buffer plantings may be added by the Developer but are not required unless required by the County's Land Development Regulations. The foregoing buffers shall be maintained by the HOA or CDD.

(3) The Developer shall provide the County an accounting upon each application for conditional plat, of the allocation of open space for that conditional plat and an accounting of the total cumulative open space at that point in the development process.

Conservation easement areas in favor of the HOA or CDD, which shall include a third-party right of enforcement in favor of the County pursuant to Section 704.06(8), *Florida Statutes*, as applicable, shall be identified at each conditional plat, where applicable under this DA, to protect wetland preservation areas and designated conservation areas (including any which contain designated wildlife habitat).

(4) Pedestrian trails, including but not limited to boardwalks, pervious and impervious trails, and pedestrian access, may be permitted in passive open space areas as designated at the time of conditional plat review. Active recreational activities shall not be permitted in areas designated for buffers and passive open space, except the Recreation Buffer in accordance with Paragraph 3.4 above.

(5) The Developer shall prepare, or caused to be prepared, a comprehensive wildlife survey, prepared by a qualified professional, prior to any development occurring on the Property. Furthermore, copies of any permits shall be provided prior to site alteration or the commencement of construction and the issuance of building permits by the County.

(6) The Developer shall incorporate into its HOA and/or CDD documents, at a minimum: management provisions for all conservation areas, wetland buffers, perimeter natural buffers, open spaces and pedestrian trails; identification and protection of any listed animal and plant species; and provisions for the distribution of educational materials to the Development's residents.

(7) The use of pesticides within conservation areas shall be consistent with Florida Fish and Wildlife Conservation Commission ("FWC") requirements. Pesticides with a high toxicity to wildlife, wetlands or surface waters shall not be permitted.

3.9 Native Habitat Within Designated Buffer Areas and Open Spaces. To the extent there is existing, native vegetation identified for preservation by this DA in the designated wetland buffers, conservation easement areas, and perimeter buffers maintained by the HOA and/or CDD which attract pollinators or provide food, shelter or habitat for wildlife, such native vegetation shall be preserved, to the extent reasonably feasible.

3.10 Water Supply and Conservation.

(1) Water Supply. The Hernando County Utilities Department ("HCUD") shall provide water supply for the Development, as required in Section 4 below, subject to the following terms and conditions:

(a) No individual resident wells shall be allowed; however, non-potable wells shall be allowed for common area irrigation managed by the HOA or CDD, as applicable.

(b) The Developer shall provide HCUD with a phasing schedule for the projected delivery of occupied residential units and non-residential square footage anticipated on an annual basis for a yearly forecast period, which projections shall be updated annually by

the Developer to enable HCUD to plan and to construct capital improvements, as required to meet the service commitment to the Development set forth in Section 4 below.

(c) In consideration for the County's commitment to reserve capacity for the Development, the Developer may provide a five (5) acre (more or less) public utilities site ("Water Plant Expansion Site"), as conceptually depicted in the C-PDP Rezoning and Master Plan, to HCUD for the purpose of future expansion of water capacity for the County's adjacent water treatment facility.

(d) Alternatively, in consideration for the County's commitment to reserve capacity for the Development, the Developer may choose to reserve the Water Plant Expansion Site for acquisition by HCUD, subject to the following terms and conditions: (1) the site reservation shall be automatically released five (5) years after the Effective Date of this DA as an administrative minor modification of the approved C-PDP Rezoning or Master Plan if HCUD has not elected to acquire same; and (2) in exchange for the conveyance, the Developer shall be compensated as required by Florida law for the fair market value of the site, in cash, at the time of such conveyance.

(e) The Developer and HCUD shall enter into a Water and Sewer Service Agreement ("W&S Agreement") pursuant to standard terms and conditions applicable within Hernando County; provided, however, that the service commitment shall be consistent with the foregoing terms herein and Section 4 below.

(f) The Developer (or its designated builders) shall be liable for all water connection fees and other standard fees and costs in accordance with the terms of the W&S Agreement.

(2) Water Conservation. The Development shall utilize the following water conservation techniques:

(a) Minimum flush volume toilets shall be standard in residential and non-residential construction.

(b) "WaterSense" fixtures shall be used on interior plumbing for residential construction and used where applicable in non-residential construction.

(c) Automatic shut-off faucets shall be used where applicable in non-residential construction.

(d) "WaterSense" irrigation controllers shall be installed on all residential and non-residential irrigation systems.

(e) Low-volume irrigation spray heads, as well as drip systems, shall be used where appropriate for both residential and non-residential landscaping. Residents shall be encouraged to use water-conserving devices for additions they might make to their irrigation systems.

(f) Drought tolerant landscaping shall be utilized. The Developer shall ensure that all landscape design and maintenance throughout the Development on Developer maintained property conforms to the Florida-Friendly Landscaping Program.

(g) The use of high maintenance sod, such as St. Augustine, or high-water use landscaped common areas, shall be prohibited.

(h) The Developer shall ensure that irrigation systems operated for Developer common or controlled areas utilize and maintain computerized irrigation based on weather station information, moisture sensing systems to determine existing soil moisture, evapotranspiration rates, and zone control, to ensure water conservation.

(i) The Developer shall encourage that irrigation systems installed for single-family residences in the Development, and fertilizer and pesticides practices, conform to the Florida-Friendly Landscaping Program standards at the time of initial installation of the irrigation system.

(j) The Developer shall establish restrictions on the percentage of high maintenance landscape areas.

(k) The Developer shall ensure that the Development's grounds maintenance staff and/or landscape installation/maintenance firms are trained and educated in the practices mandated by the Florida-Friendly Landscaping Program. The staff and/or firms shall ensure that ongoing landscape maintenance activities shall continue to adhere to such Program.

(l) The Developer (or its designated builders) shall provide water use education materials to Development residents and highlight the role of residents in the protection of the ground and surface water resources. The program shall be coordinated with the Florida-Friendly Landscaping Program.

(m) The Developer shall require/install low volume laundry machines and dishwashers where hook-ups are provided in individual units, and in all common laundry rooms.

3.11 Wastewater. The Hernando County Utilities Department ("HCUD") shall provide wastewater service to the Development as required in Section 4 below, subject to the following terms and conditions:

(1) The Developer's obligations regarding wastewater will be contained in the standard W&S Agreement referenced above, which shall be consistent with the terms of this DA.

(2) The Developer shall be liable for all sewer connection fees and other fees and costs in accordance with the standard terms of the W&S Agreement.

3.12 Fire Suppression and EMS Services. To assist with the County's maintenance of acceptable response times for the Development, the Developer shall convey to the Hernando

County Fire Rescue and Emergency Management Departments a Fire/EMS public service site on Parcel Key Numbers 741914, 741932 and 742021, as depicted on the Master Plan (“Public Services Site”), subject to the following terms and conditions:

(1) The conveyance of the Public Services Site is contingent upon the County obtaining approval of an emergency signal from the Florida Department of Transportation (“FDOT”) on U.S. Highway 19, and procuring a connection from the main Development entrance at Bourassa Boulevard to Needham Court (“Needham Court Connection”), at the County’s cost (if any). The cost (if any) may be budgeted and funded by the County from the Fire Protection and Emergency Medical Services Capital Facilities Impact Fee Trust Fund.

(2) The conveyance of the Public Services Site, obtaining approval of the emergency signal from FDOT, and the acquisition of the right-of-way for the Needham Court Connection by the County shall occur within five (5) years after the Effective Date of this DA; otherwise, the Public Services Site shall be released for other Development uses by the Developer as an administrative minor modification of the approved C-PDP Rezoning and Master Plan.

(3) In the event the County elects to acquire the Public Services Site, the County shall compensate the Developer for the fair market value of the Public Services Site, less a credit for the \$129,000.00 donation amount to the Hernando County Fire Rescue and Emergency Management Departments, previously specified in the DRI Development Order recorded in O.R. Book 2534, Page 1694; however, the Developer agrees to accept (1) applicable impact fee credits up to the maximum amount of such projected impact fees for the Development which are then-remaining to be paid for the Development at the time of conveyance of the Public Services Site; and (2) the balance, if any, of the fair market value in cash. The associated costs shall be reviewed and approved by the Board of County Commissioners prior to reimbursement.

(4) Pending the County’s election regarding the Public Services Site conveyance, all Fire Protection and Emergency Medical Services Capital Facilities Impact Fees paid for the Development shall be earmarked and segregated by the County for potential cash payment to the Developer for the Public Services Site, as applicable and as described above.

3.12 Emergency Management.

(1) Hurricane Preparedness. The Developer shall mitigate potential hurricane preparedness impacts by payment to the County public shelter fund in the amount of \$82,200.00¹ This required hurricane preparedness mitigation payment shall occur prior to the issuance of a building permit for the 601st residential building and shall relieve the Developer of the obligation to construct an on-site facility. In the event the County at any time has a countywide hurricane preparedness impact fee ordinance, the Developer shall receive impact fee credits for the amount of any cash mitigation payment that has been, or is made, pursuant to this Paragraph.

^{1/} Based upon the number of residential units allowed under this Development Agreement, the Hernando County Department of Emergency Management previously estimated that 1,096 persons shall require shelter space in the event of a hurricane (prior DRI analysis). This number was calculated at \$75.00 per person (requiring shelter space) times 1,096 to equal \$82,200.00.

(2) Pursuant to the Florida Building Code, builders in the Development shall equip new homes with impact resistant windows and doors, or hurricane storm shutters that comply with the requirements of the Florida Building Code.

(3) The Development's HOA or CDD shall provide and maintain a public information program for the purpose of educating the Development's residents regarding the potential hurricane threat.

(4) The Development's HOA or CDD shall work with the Hernando County Emergency Management Department to develop and maintain training for a Community Emergency Response Team ("CERT Training") for the Development.

3.13 Affordable Housing.

(1) In the event Hernando County adopts a countywide ordinance providing for contributions to a housing trust fund by residential development projects, the Development shall comply with such countywide ordinance subsequent to the effective date and applicability of such ordinance.

(2) In the event the Developer (or its designated builders) construct multi-family rental units, which include affordable or workforce housing within the Development, the applicable builder shall designate a minimum of 30 multi-family rental units within such multi-family portion for those residents making less than 80% of the area median income for the Tampa-St. Petersburg-Clearwater Metropolitan Statistical Area, as identified by the Florida Housing Finance Corporation. Based upon available funding, program requirements and subject to the approvals by associated agencies, the County shall provide up to \$150,000.00 in State Housing Initiatives Partnership ("SHIP") financing for construction of these units. Financing shall be provided as a 0% interest loan, forgivable after the 15-year affordability period expires.

3.14 Parks and Recreation.

(1) The Developer shall provide the minimum neighborhood park acreage as required by the County's Land Development Regulations.

(2) The above on-site park site requirements are in addition to, and not in lieu of, the payment of Parks Impact Fees. Such Fees shall be paid at the prevailing rate.

(3) The "Lagoon" recreation area shall satisfy the Developer's requirement to provide a twenty (20) acre community park within the Development, provided the amenity shall be open to the public.

(4) The Developer shall provide a one-time lump sum contribution in the amount of \$250,000.00 as mitigation for the district park servicing the Development. This contribution shall be provided to the County by December 31, 2025, shall be earmarked solely for improvements at Ernie Wever Youth Park and shall be programed by the County in the subsequent Capital Improvement Program (CIP). Said contribution shall receive full impact fee

credits against Parks Impact Fees at the then prevailing rate; consequently, all Parks Impact Fees assessed for the Development after the date of the mitigation payment shall be paid from the credits arising from the \$250,000.00 cash payment amount, until the credit has been depleted.

3.15 Schools.

(1) School Concurrency. The Hernando County School District (“HCSD”) previously declined the school site within the Development, which was originally reserved in the prior DRI DO, and has since constructed other public school facilities in the vicinity of the Development. HCSD presently has school capacity for Phase 1A and 1B of the Development for the non-age restricted residential units contained within the Developer’s initial Phase. With respect to school concurrency, the following shall apply to the Development:

(a) The Developer shall generate a Development absorption schedule, differentiating age restricted and non-age restricted dwelling units and updated on an annual basis based upon actual home occupancy, and shall provide the same to HCSD and the Hernando County Planning Department.

(b) The Developer and the County will designate a Charter School site on the Master Plan for the Development.

(c) The Developer will seek to procure a reputable Charter School operator and will act in good faith to establish a Charter School, subject to applicable state and local approvals.

(d) If a Charter School is procured and constructed/opened, the Development shall be deemed to satisfy school concurrency, to the extent that the Charter School provides for capacity necessitated by the Development, as determined by HCSD.

(e) In the event a Charter School is not procured, then the Development shall be subject to standard school concurrency requirements, in which case the following further requirements shall apply:

(i) The Developer shall apply for a school concurrency determination prior to conditional platting. If there is insufficient school capacity at such time for the then-proposed phase(s) of the Development, the Developer and HCSD shall enter into a written agreement for mitigation as required by the Public School Facilities Element of the Hernando County Comprehensive Plan.

(ii) Any such required mitigation agreement shall be consistent with a then-applicable, county-wide school concurrency ordinance, which establishes uniform school concurrency mitigation payment requirements for all residential projects within Hernando County, and which ordinance shall apply to the Development from and after the effective date of such ordinance.

(2) Educational Facilities Impact Fee. Independent from any concurrency requirements above, the Development shall pay applicable countywide Educational Facilities Impact Fees.

3.16 [INTENTIONALLY DELETED]

3.17 Trails and Bicycle/Pedestrian Connectivity. The Development shall provide the following:

(1) A 10-foot-wide paved multi-purpose pathway along one side of the Development's primary collector roadway from the U.S. Highway 19 entrance to the central, primary amenity complex, and then continuing along such primary collector roadway through the Development to the Hexam Road Development entrance and the Star Road Development entrance. This multi-purpose pathway shall include a sidewalk in accordance with the Hernando County Facility Design Guidelines on the opposite side of the primary collector roadway, and shall be constructed in phases as the primary collector roadway is extended through the Development to meet the Development's access requirements.

(2) All other streets within the Development shall meet the current Hernando County Facility Design guidelines for sidewalks.

(3) The Developer shall provide a network of trails, sidewalks, and bicycle/pedestrian facilities to interconnect the Lagoon, neighborhood parks, commercial areas, the school site (as applicable), buffers, and conservation areas throughout the Development. A conceptual connectivity plan shall be provided with each conditional plat or phase of development, and further defined during the construction plans process. Connectivity may use open/recreation space, upland buffers, and perimeter buffer areas, as permitted by this Development Agreement, in the Developer's discretion. Trails may be designed to be pervious or impervious, as determined appropriate by the Development's characteristics, and as determined by the Developer.

3.18 Transportation Mitigation Requirements.

(1) Right-of-Way Dedications. The Developer shall convey to the County for public use, by plat or warranty deed (in such form and with such legal description and sketch as approved by the County) those lands within the Development related to the rights-of-way specified below.

(a) Hexam Road. The Developer shall provide an additional 30-foot right-of-way for Hexam Road adjacent to the Development's north boundary, as graphically depicted on the Master Plan. This additional right-of-way shall be conveyed within one (1) year after the Effective Date of this DA.

(b) Star Road. The Developer shall provide an additional 20-foot right-of-way for Star Road adjacent to the Development's south boundary, as graphically

depicted on the Master Plan. This additional right-of-way shall be conveyed within one (1) year after the Effective Date of this DA.

(c) Weeping Willow Street. The Developer shall provide a 135-foot right-of-way for Weeping Willow Street adjacent to the Development's east boundary, as graphically depicted on the Master Plan, which 135-foot right-of-way shall be inclusive of all pre-existing utility easement area(s) previously provided to the County or other utilities or agencies along the eastern boundary of the Development (and not in addition thereto). This right-of-way shall be conveyed within one (1) year after the Effective Date of this DA. The Development shall not have any perimeter buffer requirements adjacent to the future Weeping Willow Street right-of-way/easement area.

(2) Terms for Right-of-Way Conveyances. The foregoing rights-of-way conveyances are collectively referred to in this Development Agreement as the "Right-of-Way Dedications," as stated in Paragraph (1) above. The Developer shall not receive Roads Impact Fee credits for the fair market value of the Right-of-Way Dedications set forth in (a) through (c) above. Where required, the Right-of-Way Dedications also shall include retention/detention areas for any adjacent roadway segment; provided, however, that such roadway drainage may be commingled with Development drainage. Any required roadway drainage for adjacent roadway segments shall be determined not later than the conditional plat, or functional equivalent, approval for the adjacent Development phase.

(3) Transportation Mitigation Fund Account; Use of Impound Funds; Constructing Entity. The Development shall pay all customary Roads Impact Fees pursuant to the countywide impact fee ordinances, as amended from time to time. Subject only to the application and use of any impact fee credits as provided in this DA, the Development's Roads Impact Fees paid from inception of the Development shall be segregated by Hernando County and accrued in a separate sub-account designated as the "Lake Hideaway Roadway Impound Account." Hernando County and the Developer shall be deemed joint beneficiaries of the Lake Hideaway Roadway Impound Account, to the extent permitted by law. The accrued funds in the Lake Hideaway Roadway Impound Account shall be used exclusively to fund the design, permitting, construction, testing and inspection costs for the "Pipeline Road Improvements" as defined below. At the discretion of the County, the Developer may be designated as the "Constructing Entity" for one or more of the Pipeline Road Improvements. In such event, the Developer shall not receive any management fee, overhead or profit for acting as the Constructing Entity; however, all third-party contractor/consultant expenses incurred for the design, permitting, construction, testing and inspection costs for the Pipeline Road Improvements shall be paid from the Lake Hideaway Roadway Impound Account. In the event the Developer is not designated as the Constructing Entity, Hernando County shall contract for and manage the Pipeline Road Improvements and shall use the Lake Hideaway Roadway Impound Account to fund the costs for same. Nothing in this Section shall waive any procurement laws, rules and regulations.

(4) Transportation Impact Study & Proportionate Cost Share Approval; Designated Pipeline Road Improvements. The Developer has completed the required Transportation Impact Study ("TIS") which is attached as **EXHIBIT F**, and made a part hereof,

for the Phase One entitlements above, pursuant to the methodology required by Hernando County, and has provided the proportionate cost share calculations for Phase One of the Development based upon the County's required proportionate share formula, which TIS and proportionate cost share amount have been approved by the County. The approved proportionate cost share amount for Phase One of the Development is \$1,709,739.00, which is less than the projected Roads Impact Fees for Phase One of the Development, based upon current Roads Impact Fee rates. Based upon the approved TIS, the County has identified the proportionate share transportation mitigation improvements necessary to vest the Phase One entitlements, which proportionate share transportation mitigation improvements are set forth on **EXHIBIT D**, attached hereto and made a part hereof ("Pipeline Road Improvements"). Hernando County reserves the right to (1) budget and allocate additional County funds to expedite the completion of any of the Pipeline Road Improvements set forth on **EXHIBIT D**; or (2) to add additional projects to be funded by the County from the Lake Hideaway Roadway Impound Account; provided, however, that the Developer's total obligation for all transportation mitigation improvements related to the Phase One entitlements shall not exceed the Developer's aggregate amount of all Roads Impact Fees to be paid in the normal course of development for Phase One of the Development, less any Roads Impact Fee credits earned and applied by the Developer under this Development Agreement. Hernando County reserves the right to alter, modify or otherwise revise the Pipeline Road Improvements from time to time, in its discretion, subject to the following requirements:

(a) No designated Pipeline Road Improvement shall be modified or deleted by Hernando County after a contract has been awarded for construction thereof, and any previously incurred design or permitting expenses incurred with respect to such modified or deleted Pipeline Road Improvement shall be paid or reimbursed, as applicable, from the Lake Hideaway Roadway Impound Account.

(b) The designated Pipeline Road Improvements are scheduled to commence as sufficient Development Roads Impact Fees are paid into and accrued in the Lake Hideaway Roadway Impound Account, on a sequential basis for each designated Pipeline Road Improvement set forth on **EXHIBIT D**, and based upon the estimated project costs for each designated project.

(c) **EXHIBIT D** may be revised by Hernando County administratively to account for any new or replacement Pipeline Road Improvement subsequently identified by Hernando County without formal amendment of this Development Agreement; provided, however, that such adjustments must conform to the scheduled accrual of paid Roads Impact Fees into the Lake Hideaway Roadway Impound Account to cover the estimated costs for such project (unless the County elects to supplement such Lake Hideaway Roadway Impound Account funds as set forth above). In such event the updated and revised **EXHIBIT D** shall be deemed incorporated by reference into this Development Agreement.

(d) Notwithstanding **EXHIBIT D** (including any subsequent amendment of **EXHIBIT D** by Hernando County), the Development's financial obligation for all transportation mitigation improvements required for Phase One of the Development shall not exceed the aggregate amount of all Roads Impact Fees (as may be subsequently amended by

countywide impact fee ordinance) when and as paid by the Development through buildout of Phase One of the Development, less the amount of any Roads Impact Fee credits awarded to the Developer under this Development Agreement for any portion of the Pipeline Road Improvements constructed by the Developer as the Constructing Entity.

(e) The Pipeline Road Improvements for Phase One shall be commenced not later than the date that sufficient funds have been accrued in the Lake Hideaway Roadway Impound Account for each respective proportionate share transportation mitigation project (subject to discretionary earlier funding by the County) set forth on **EXHIBIT D**, and thereafter pursued diligently to conclusion by either Hernando County or the Developer (as Constructing Entity) subject to force majeure, agency permitting delays, availability of contractors, materials and supplies, or other events beyond the reasonable control of the Constructing Entity. The order of the Pipeline Road Improvements shall be subject to revision by Hernando County, in its discretion, or at the request of the Developer, subject to an updated traffic analysis related to the specific Pipeline Road Improvement. However, any modified list and/or timing for Pipeline Road Improvement projects shall follow the pace of accrual of paid Roads Impact Fees into the Lake Hideaway Roadway Impound Account, as the sole source to fund the design, permitting, and construction of said Pipeline Road Improvements, unless the County elects to provide supplemental funding, in its sole discretion.

(f) All design and construction plans for the Pipeline Road Improvements shall be in accordance with Hernando County standards and requirements and, if/where applicable, FDOT requirements.

(g) Any required transportation mitigation for the Phase Two entitlements shall be subject to and determined at the time of specific transportation approval for such Phase Two entitlements.

(5) The Developer shall provide updated trip generation rates five (5) years from the initial Effective Date of this DA, and at subsequent intervals at each additional 600 dwelling units, when requested by the County.

3.19 Land Use Exchange Matrix ("LUEM").

(1) LUEM Conversions. The Parties agree that this Development Agreement constitutes final approval for the Developer to develop the Property as described in the approved C-PDP Rezoning and Master Plan. The Parties further agree that the Developer may increase certain land uses, with corresponding reductions in other land uses, pursuant to the LUEM under the C-PDP Rezoning and Master Plan, and subject to the limitations set forth therein, without requiring any amendment to this Development Agreement.

(2) Allowed Land Use Exchanges. The LUEM attached hereto as **EXHIBIT E**, and made a part hereof, contains the only land use exchanges recognized under this Development Agreement.

(3) No Waiver of Zoning or Master Plan Review or Approval. The Parties agree that the land use exchanges identified above do not grant the Developer any Zoning or Master Plan entitlement as a matter of right, but are merely to avoid the amendment of this Development Agreement where there are no resulting increases in external vehicle trips per the LUEM.

3.20 Historic and Archeological Resources. In the event any archaeological artifacts are discovered during construction, the Developer shall stop construction in that area and immediately notify the County and the Division of Historical Resources of the Florida Department of State. Proper protection measures, under the supervision of a qualified professional, shall be undertaken to the satisfaction of the County and the Division of Historical Resources of the Florida Department of State, and shall be provided by the Developer.

3.21 Street Lighting Alternative and Requirements.

(1) Lighting throughout the Development shall be designed to shield the night sky. Shielding means that fixtures, either directly from the lamp or indirectly from a fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.

(2) Solar street lighting shall be allowed within public or private road rights-of-way areas and may be privately owned and/or operated by the HOA, CDD or the Developer, at the Developer's discretion.

(3) Street and parking lot lighting shall be oriented downward with cut-off fixtures. Fifty percent (50%) of all lighting fixtures within parking lots shall be turned off within one hour after closing or between 10:00 p.m. and sunrise, whichever occurs first.

(4) Neighborhood/Retail, Office, Recreation/Clubhouse and public or private recreational facility lighting shall not exceed twenty (20) feet in height, shall be full cut-off fixtures, and shall only be illuminated while they are in use. The illumination must be extinguished by an automatic shutoff device between the hours of 11:00 p.m. and sunrise, or one hour after the termination of the event and/or use, whichever occurs first.

(5) Searchlights used for advertising purposes are prohibited.

3.22 Solid Waste Collection. The Lake Hideaway Development shall be deemed a Universal Collection Service Area, pursuant to Section 14-46(d) of the *Code of Ordinances, Hernando County, Florida* (as the same may be amended or renumbered from time to time), for purposes of the pick-up and disposal of solid waste and recyclables.

3.23 Law Enforcement.

(1) The Developer shall reserve a site up to one (1) acre in size for a law enforcement substation for a period of five (5) years after the Effective Date of this DA ("Law Enforcement Site"). The reserved Law Enforcement Site shall be in the vicinity of Hexam Road,

as conceptually shown on the approved Master Plan.

(2) The County shall compensate the Developer for the fair market value of the Law Enforcement Site; however, the Developer agrees to accept (1) applicable impact fee credits up to the maximum amount of such projected impact fees for the Development then-remaining to be paid as of the date of such conveyance; and (2) the balance, if any, of the fair market value in cash. The associated costs shall be reviewed and approved by the Hernando County Sheriff's Office and the Board of County Commissioners prior to reimbursement. All Law Enforcement Impact Fees paid for the Development prior to the County's election for conveyance of the Law Enforcement Site shall be earmarked and segregated for potential payment to the Developer for the Law Enforcement Site, as set forth above.

(3) The Law Enforcement Site shall be automatically released for other Development purposes as an administrative minor modification of the approved C-PDP Rezoning and Master Plan, if not requested and conveyed within said five-year reservation period.

SECTION 4 - CONCURRENCY

Based upon the vesting provided in the prior DRI Development Order, and subject to the terms and conditions of this DA, the Development shall remain vested for concurrency as to the following matters:

4.1 Potable Water. Pursuant to the County's Adequate Public Facilities Ordinance, the County hereby deems that concurrency for potable water for up to 2,400 single family units, up to 1,300 multi-family units (including senior adult attached housing units approved by the C-PDP Rezoning and Master Plan), up to 50,000 square feet of retail commercial, up to 150,000 square feet of office (and/or the aggregate equivalent thereof) on the Property, with an estimated demand of:

- (1) 1,295,000 GPD for Residential
- (2) 36,000 GPD for Non-Residential
(i.e., Retail Commercial & Office)

has been satisfied, subject to full compliance with the W&S Agreement and the terms of this Development Agreement (including the provisions regarding the Water Plant Expansion Site), and assuming that no substantial deviation occurs which would require concurrency under this Paragraph to be reevaluated, or would require additional mitigation.

4.2 Sewage Treatment (Wastewater). Pursuant to the County's Adequate Public Facilities Ordinance, the County hereby deems that concurrency for sewage treatment (wastewater) for up to 2,400 single family units, up to 1,300 multi-family units (including senior adult attached housing units approved by the C-PDP Rezoning and Master Plan), up to 50,000 square feet of retail commercial, up to 150,000 square feet of office (and/or the aggregate equivalent thereof) on the Property, with an estimated demand of:

- (1) 629,000 GPD for Residential
- (2) 24,000 GPD for Non-Residential
(i.e., Retail Commercial & Office)

has been satisfied, subject to full compliance with the W&S Agreement and the terms of this Development Agreement, and assuming that no substantial deviation occurs which would require concurrency under this Paragraph to be reevaluated, or would require additional mitigation.

4.3 Drainage/Stormwater Management Facilities. Pursuant to the County’s Adequate Public Facilities Ordinance, the County hereby deems that concurrency for up to 2,400 single family units, up to 1,300 multi-family units (including senior adult attached housing units approved by the C-PDP Rezoning and Master Plan), up to 50,000 square feet of retail commercial, up to 150,000 square feet of office (and/or their aggregate equivalent) on the Property, with the proposed construction of the necessary drainage/stormwater management facilities and DRAs, has been satisfied, conditioned upon the Developer obtaining all applicable state and local permits and further subject to full compliance with the terms of this Development Agreement, and assuming that no substantial deviation occurs which would require concurrency under this Paragraph to be reevaluated, or would require additional mitigation. Notwithstanding the foregoing, no building permit shall be issued for development unless and until the Developer provides evidence to the satisfaction of the County that adequate drainage/stormwater management facilities shall be available concurrent with the impacts of the Lake Hideaway Development at the levels of service adopted in the Hernando County Comprehensive Plan and all applicable County codes and regulations.

4.4 Solid Waste. Pursuant to the County’s Adequate Public Facilities Ordinance, the County hereby deems that concurrency for solid waste for up to 2,400 single family units, up to 1,300 multi-family units (including senior adult attached housing units approved by the C-PDP Rezoning and Master Plan), up to 50,000 square feet of retail commercial, up to 150,000 square feet of office (and/or their aggregate equivalent) on the Property, with an estimated demand of:

- (1) 41,625 Pounds Per Day - Residential
- (2) 7,000 Pounds Per Day - Non-Residential
(i.e., Retail Commercial & Office)

has been satisfied, subject to full compliance with the terms of this Development Agreement, and assuming that no substantial deviation occurs which would require concurrency under this Paragraph to be reevaluated, or would require additional mitigation.

4.5 Parks and Open Space. Pursuant to the County’s Adequate Public Facilities Ordinance, the County hereby deems that concurrency for parks and open space for up to 2,400 single family units, and up to 1,300 multi-family units (including senior adult attached housing units approved by the C-PDP Rezoning and Master Plan), and/or their aggregate equivalent, on the Property, with an estimated demand of:

- (1) 17.54 acres User-Oriented Parks
(3,700 x 2.37/1000 x 2 acre LOS)
- (2) 17.54 acres Open Space
(3,700 x 2.37/1000 x 2 acre LOS)

has been satisfied, subject to full compliance with the terms of this Development Agreement, and assuming that no substantial deviation occurs which would require concurrency under this Paragraph to be reevaluated, or would require additional mitigation.

4.6 Transportation. Pursuant to the County's Adequate Public Facilities Ordinance, the County hereby deems that concurrency for transportation (roads) for Phase One of the Development is satisfied by the Developer's compliance with this Development Agreement. Phase Two of the Development remains subject to the provision of a new TIS for Phase Two, and review and approval thereof by the County, including any additional mitigation requirements as determined by such approved Phase Two TIS, and a related amendment of this DA.

4.7 Substantial Modification. In the event a substantial modification (in accordance with the County's Land Development Regulations) occurs in the course of developing the Lake Hideaway Development necessitating an amendment to this Development Agreement (see Section 5 below), then the County reserves the right to reevaluate its concurrency approvals under this Section, and to require additional data, analysis, studies, and mitigation, without limitation, from the Developer, pursuant to applicable laws, ordinances and regulations.

SECTION 5 - FURTHER PROVISIONS

BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

5.1 This Development Agreement shall run with the land and shall be binding upon all affected persons, including the successors and assigns of the Owner and/or Developer. The prior DRI DO simultaneously has been abandoned, rescinded, terminated, and cancelled by the BOCC, and this Development Agreement shall supersede in its entirety and replace the prior DRI DO in all respects, and shall govern the future Development.

5.2 The Developer shall record (1) the BOCC Resolution abandoning the DRI and its associated DRI DO; and (2) this Development Agreement, in the Official Records of Hernando County, Florida, within thirty (30) days after the adoption date hereof by the BOCC, and shall provide a copy of the recorded documents to the County.

5.3 In the event any portion or section of this Development Agreement is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Development Agreement, which shall remain in full force and effect.

5.4 Absent the County demonstrating that substantial changes in the conditions underlying the approval of this Development Agreement have occurred, or that this Development Agreement was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by the County to be essential to the public health, safety, or welfare, the Lake Hideaway Development (as approved under this Development Agreement) shall not be subject to down-zoning, unit density reduction, or intensity reduction from the Effective Date of this Development Agreement until the development approvals granted hereunder terminate pursuant to this Development Agreement, or applicable law.

5.5 This Development Agreement shall expire as provided in Section 2 above.

5.6 The approval of this Development Agreement shall not exempt any portion or unit of the Lake Hideaway Development from the payment of all required impact fees or impact fee surcharges at the prevailing rate. Impact fees and impact fee surcharges shall be due in full without credit or offset, except as expressly provided for in this Development Agreement.

5.7 The Chairman of the BOCC is authorized to execute this Development Agreement on behalf of Hernando County, Florida.

5.8 Nothing herein shall be construed as prohibiting the Developer from requesting that the BOCC review the interpretation, implementation or enforcement of this Development Agreement.

5.9 The Parties may execute this Development Agreement in duplicate originals, with separate signature pages, all of which shall constitute and comprise the same original Development Agreement. The fully executed original Development Agreement shall be recorded in the Official Records of Hernando County, Florida, as provided herein.

[SIGNATURES ON FOLLOWING PAGES]

ADOPTED IN REGULAR SESSION THIS 8th DAY OF FEBRUARY 2022.

**ACCEPTED AND AGREED TO BY
HERNANDO COUNTY, FLORIDA:**

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest:

Heidi Kuppel, D.C.

**Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller**

for

By:

**Steve Champion
Chairman**

(SEAL)



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

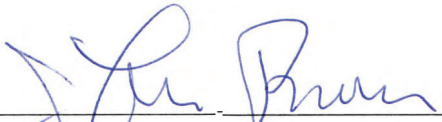
By:

Shannon Eller
County Attorney's Office

**ACCEPTED AND AGREED TO BY
THE OWNER/DEVELOPER:**


The Owner/Developer (by and through its Agent and/or Trustee named below) hereby accepts and agrees to all terms, conditions and restrictions contained in the Development Agreement set forth above and further agrees to be bound by the same for itself, and its heirs, successors and/or assigns as long as this Development Agreement remains effective. Notwithstanding anything herein, the terms, conditions and restrictions above shall terminate when this Development Agreement expires, unless the Development Agreement expressly provides for the term, condition or restriction to remain in effect following the expiration of the Development Agreement.

**THE LAKE HIDEAWAY REVOCABLE TRUST,
UNDER TRUST AGREEMENT DATED JULY 29, 1994
(OWNER)**

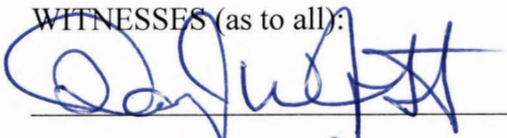
By: 
J. Thomas Bronson as Successor Co-Trustee of the
above-listed Trust

By: _____
John Walter Meadows, as Successor Co-Trustee of
the above-listed Trust

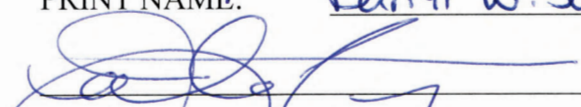
Thomas E. Bronson, Individually

By:  as POA
Thomas E. Bronson, Individually by J. Thomas
Bronson as Agent under Durable Power of
Attorney Dated May 24, 2019

WITNESSES (as to all):



PRINT NAME: Darryl W. Johnston



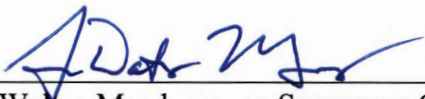
PRINT NAME: JAMES W. CARMAN

**ACCEPTED AND AGREED TO BY
THE OWNER/DEVELOPER:**

The Owner/Developer (by and through its Agent and/or Trustee named below) hereby accepts and agrees to all terms, conditions and restrictions contained in the Development Agreement set forth above and further agrees to be bound by the same for itself, and its heirs, successors and/or assigns as long as this Development Agreement remains effective. Notwithstanding anything herein, the terms, conditions and restrictions above shall terminate when this Development Agreement expires, unless the Development Agreement expressly provides for the term, condition or restriction to remain in effect following the expiration of the Development Agreement.

**THE LAKE HIDEAWAY REVOCABLE TRUST,
UNDER TRUST AGREEMENT DATED JULY 29, 1994
(OWNER)**

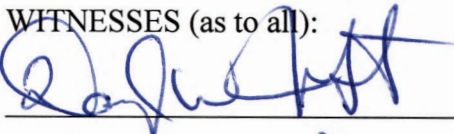
By: _____
J. Thomas Bronson as Successor Co-Trustee of the
above-listed Trust

By:  _____
John Walter Meadows, as Successor Co-Trustee of
the above-listed Trust


Thomas E. Bronson, Individually

By: _____
Thomas E. Bronson, Individually by J. Thomas
Bronson as Agent under Durable Power of
Attorney Dated May 24, 2019

WITNESSES (as to all):



PRINT NAME: Darryl Johnston



PRINT NAME: Tammy H. Johnston

**ACCEPTED AND AGREED
TO BY THE OWNER/DEVELOPER:**

The Owner/Developer (by and through its Agent and/or Trustee named below) hereby accepts and agrees to all terms, conditions and restrictions contained in the Development Agreement set forth above and further agrees to be bound by the same for itself, and its heirs, successors and/or assigns as long as this Development Agreement remains effective. Notwithstanding anything herein, the terms, conditions and restrictions above shall terminate when this Development Agreement expires, unless the Development Agreement expressly provides for the term, condition or restriction to remain in effect following the expiration of the Development Agreement.

**THE LAKE HIDEAWAY REVOCABLE TRUST,
UNDER TRUST AGREEMENT DATED JULY 29, 1994
(OWNER)**


By: _____
J. Thomas Bronson, as Agent for Thomas E. Bronson under Durable Power of Attorney, and for J. Thomas Bronson and John Walter Meadows, as Successor Co-Trustees of the above-listed Trust

WITNESSES:


PRINT NAME: _____

PRINT NAME: _____

**HAWK LAKE HIDEAWAY, LLC
(OWNER/DEVELOPER)**

By: _____


PRINT NAME: John Ryan, Manager

WITNESSES: _____


PRINT NAME: KARTIK KOYANI

PRINT NAME: Lori Price

SCHEDULE OF EXHIBITS

- EXHIBIT A** Legal Description of the Property/Development
- EXHIBIT B** Approved Master Plan per Approved C-PDP Rezoning
(BOCC Approved on February 8, 2022)
- EXHIBIT C** Southwest Florida Water Management District (“SWFWMD”)
Wetland Jurisdictional Approval Letter with Wetland Delineation Survey
(December 3, 2020)
- EXHIBIT D** Pipeline Road Improvements
- EXHIBIT E** Land Use Exchange Matrix (“LUEM”)
- EXHIBIT F** Phase One Transportation Impact Study (“TIS”)

EXHIBIT A

Legal Description of the Property/Development

PARCEL "A"

LOTS 11 AND 12, BLOCK 343, OF ROYAL HIGHLANDS, UNIT NO. 6, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGES 67 THROUGH 79, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, WHICH HAS BEEN AMENDED BY AFFIDAVIT RECORDED IN O.R. BOOK 326, PAGE 711, OF SAID PUBLIC RECORDS.

PARCEL "B"

LOT 13, BLOCK 343, OF ROYAL HIGHLANDS, UNIT NO. 6, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 67 THROUGH 79, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, WHICH AS BEEN AMENDED BY AFFIDAVIT RECORDED IN O.R. BOOK 326, PAGE 711, OF SAID PUBLIC RECORDS.

PARCEL "C"

LOTS 25 AND 26, BLOCK 343, OF ROYAL HIGHLANDS, UNIT NO. 6, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGES 67 THROUGH 79, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, WHICH HAS BEEN AMENDED BY AFFIDAVIT RECORDED IN O.R. BOOK 326, PAGE 711, OF SAID PUBLIC RECORDS.

PARCEL "D"

THE SE 1/4 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA; LESS THE SOUTH 60 FEET OF THE EAST 60 FEET THEREOF; SUBJECT TO ANY EXISTING RIGHT OF WAY FOR BOURASSA ROAD.

PARCEL "E"

THE SOUTH 1/4 OF THE NORTH 1/2 OF THE WEST 1/4 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA.

PARCEL "F"

THE WEST 1/2 OF THE EAST 3/4 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA. LESS THE SOUTH 60 FEET FOR ROAD RIGHT-OF-WAY.

PARCEL "G"

THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA.

PARCEL "H" AND "I"

PARCEL 1: THE WEST 1/4 OF NORTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA. PARCEL 2: THE EAST 1/2 OF WEST 1/2 OF NORTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA.

PARCEL "J"

THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA.

PARCEL "K"

EAST 1/4 OF NORTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA.

PARCEL "L"

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA.

PARCEL "M"

ALL THAT PART OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA LYING NORTH OF STAR ROAD, LESS THE FOLLOWING DESCRIBED TRACT OF LAND: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE SOUTH 00°23'25" EAST, ALONG THE WEST BOUNDARY LINE OF SAID SOUTHWEST 1/4, 808.83 FEET TO THE CENTERLINE OF A 100.00 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT AND THE POINT OF BEGINNING; THENCE NORTH 25° 14' 39" EAST, ALONG SAID CENTERLINE, 216.97 FEET; THENCE SOUTH 89°57'12" EAST 1010.69 FEET; THENCE SOUTH 46°56'59" EAST 177.69 FEET; THENCE SOUTH 44°34'02" EAST 166.64 FEET; THENCE SOUTH 30°12'16" EAST 186.00 FEET; THENCE SOUTH 06°30'22" EAST 184.13 FEET; THENCE SOUTH 00°35'38" EAST 1476.30 FEET TO THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4; THENCE NORTH 89°54'10" WEST, ALONG THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4, 1467.07 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 00°23'25" WEST, ALONG THE WEST BOUNDARY OF SAID SOUTHWEST 1/4, 1862.05 FEET TO THE POINT OF BEGINNING.

Further, less and except any portion of the property described in Special Warranty Deed recorded in O.R. Book 2375, Page 1299, Public Records of Hernando County, Florida.

Parcel "N"

ALL THAT PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA LYING SOUTH OF HEXAM ROAD.

LESS THE FOLLOWING DESCRIBED TRACT OF LAND:

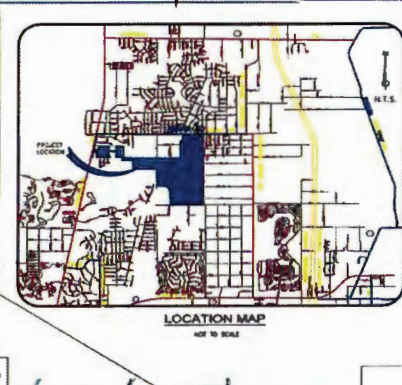
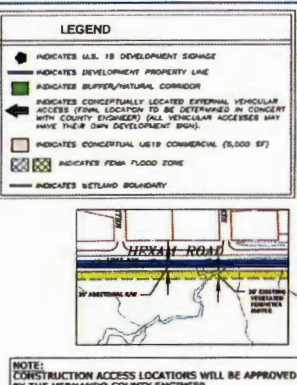
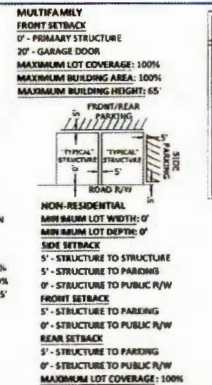
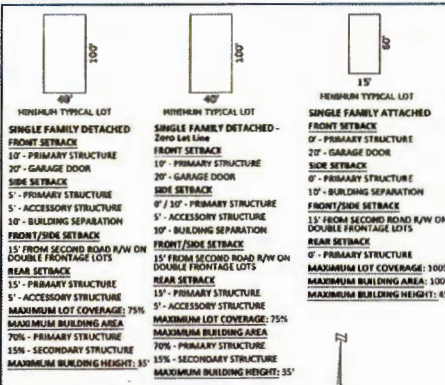
COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE S00°17'26"E ALONG THE WEST BOUNDARY OF SAID SOUTHEAST 1/4, 100.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HEXAM ROAD AND THE POINT OF BEGINNING; THENCE N89°49'53"E ALONG SAID RIGHT-OF-WAY LINE 325.00 FEET; THENCE S00°17'26"E, 710.00 FEET; THENCE S89°49'53"W, 325.00 FEET TO THE WEST BOUNDARY OF SAID SOUTHEAST 1/4; THENCE N00°17'26"W ALONG SAID WEST BOUNDARY, 710.00 FEET TO THE POINT OF BEGINNING. (AS RECORDED IN O.R. BOOK 2529, PAGE 785 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA).

ALSO LESS AND EXCEPT LAND CONVEYED TO HERNANDO COUNTY IN DEED RECORDED IN O.R. BOOK 31, PAGE 426, AND O.R. BOOK 1360, PAGE 19 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

EXHIBIT B

Approved Master Plan per Approved C-PDP Rezoning

PRINTED: 02/18/2025 - 10:11am REVISION: 12/12/2024 - 10:11am



SITE DATA

PARCEL ID NUMBERS:
 PD1 5511 17 3350 0143 0110
 PD1 5511 17 3350 0143 0120
 PD1 5511 17 3350 0143 0250
 PD1 422 18 0000 0030 0020
 PD1 422 18 0000 0030 0030
 PD1 422 18 0000 0030 0040
 PD1 422 18 0000 0030 0050
 PD1 422 18 0000 0030 0060
 PD1 422 18 0000 0030 0070
 PD1 422 18 0000 0030 0080
 PD1 422 18 0000 0030 0090
 PD1 422 18 0000 0030 0100

KEY NUMBERS:
 00741918
 00742018
 00742118
 00742218
 00742318
 00742418
 00742518
 00742618
 00742718
 00742818
 00742918
 00743018

APPLICANT:
 TRICORP 4, BRONSON, TFC
 21355 SNOW HILL ROAD
 BROOKSVILLE, FLORIDA 34601

TOTAL AREA = 896 AC. M.O.I.

CURRENT ZONING:
 CPDP DRI (SF), (MF), (NC) & (R)

REQUESTED ZONING:
 CPDP (SF), (MF), (GC) & (R)

FUTURE LAND USE MAP DESIGNATION:
 RESIDENTIAL

FLOOD INSURANCE RATE MAP (FIRM):
 ACCORDING TO THE SITE'S INTERSECTION AND ADJACENT COMMUNITY PANELS 12033C DISEMPOWERED AND 12033C DISEMPOWERED DATES 08/19/2012, THE SUBMITTED PARCELS APPEAR TO LIE WITHIN FLOOD ZONES A, AC, AND X.

LAND USE TABLE PHASE 1

USE	DWELLING UNITS (1)	COMMERCIAL (S.F.) (2)
TOWNHOMES	644	
SENIOR ADULT ATTACHED HOUSING	656	
SINGLE FAMILY HOMES	2,400	
US 19 COMMERCIAL		5,000
LAGOON 300 SPACES		20,000
PUBLIC SAFETY 1 ACRE (3)		
CHARTER SCHOOL 6 ACRES (3)		
TOTAL	3,700	25,000

(1) PHASE 1 IS SPECIFICALLY APPROVED FOR UP TO 3,700 DWELLING UNITS, UP TO 1,300 OF WHICH MAY BE MULTI-FAMILY UNITS, SUBJECT TO THE LAND USE EQUIVALENCY MATRIX ATTACHED AS EXHIBIT E TO THE DA.
 (2) CONCEPTUALLY INCLUDES RETAIL AND HIGH TURNOVER RESTAURANT
 (3) SUBJECT TO TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT

LAND USE TABLE PHASE 2 (4)

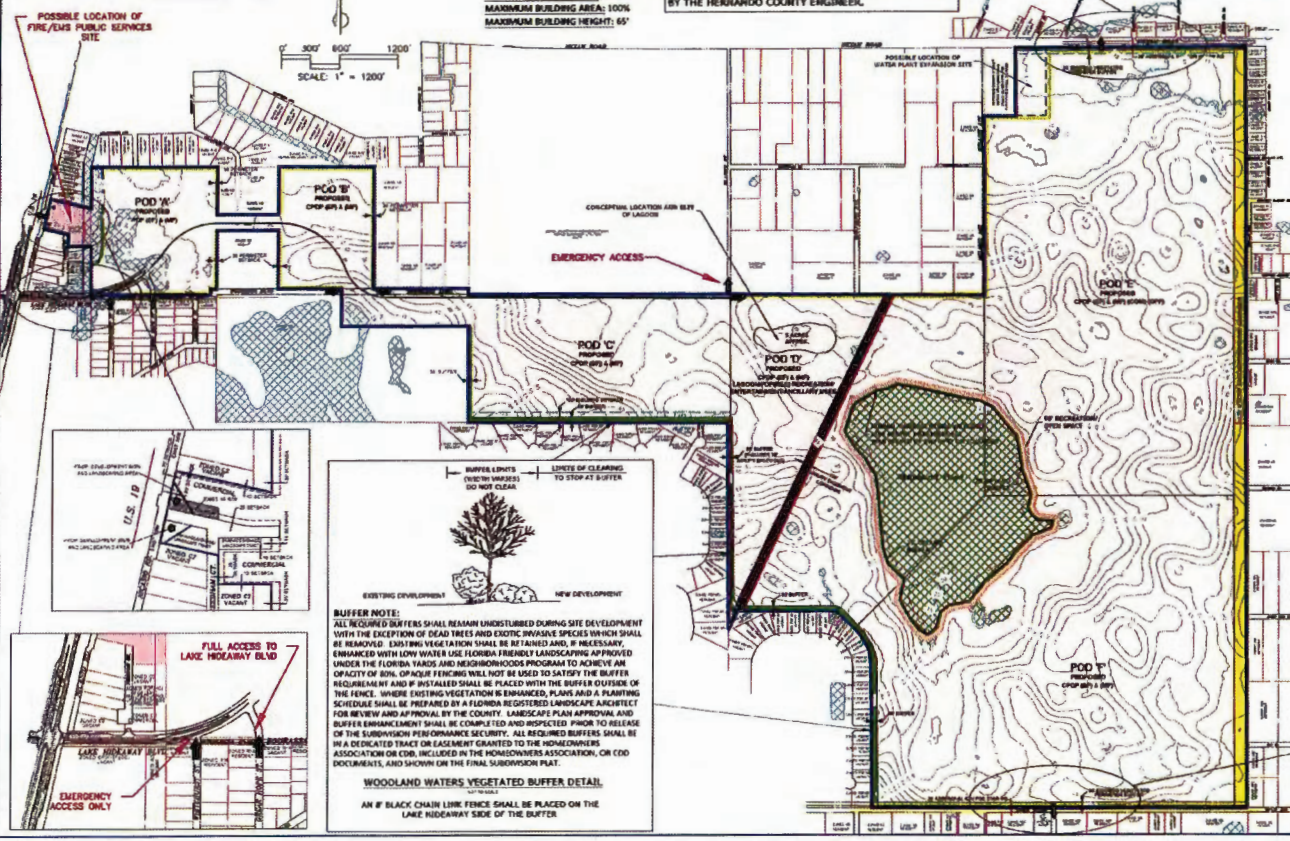
USE	DWELLING UNITS (#)	COMMERCIAL (S.F.)
COMMERCIAL		25,000
OFFICE		150,000
TOTAL		175,000

(4) CONCEPTUALLY LOCATED IN POD "E"

NOTES:

- THE DEVELOPMENT STANDARDS NOTED ON THIS REZONING/MASTER PLAN, INCLUDING BUT NOT LIMITED TO TYPICAL LOT LAYOUTS, BUFFERS AND BUILDING SETBACKS, AND ANY REQUIRED VARIANCES/DEVIATIONS REQUIRED BY THE HERNAHND COUNTY LAND DEVELOPMENT CODE ARE SPECIFICALLY APPROVED AS PART OF THIS CPDP REZONING MODIFICATION.
- PROPOSED PERMITTED PASSIVE RECREATIONAL USES FOR WHITEHURST POND RECREATION BUFFER INCLUDES PEDESTRIAN TRAIL, HIKING, WALKING, PICNIC TABLES, ETC.
- LAGOON POD(REC) RECREATION USE/AMENITY, CHARTER SCHOOL, NON-RESIDENTIAL USES, FIRE/EMS PUBLIC SERVICES, PUBLIC SAFETY SITE AND WATER PLANT EXPANSION/SITE LOCATIONS, ACRES AND CONFIGURATIONS ARE CONCEPTUAL ONLY AND SUBJECT TO THE TERMS AND CONDITIONS OF THE DA.

PERIMETER BUILDING SETBACKS:
 FROM US 19 - AS DEPICTED IN INSET
 FROM HEXAM ROAD - 35'
 FROM STAR ROAD - 35'
 FROM WEIRING W/LOW STREET ROW - 0'
 FROM SOUTH BOUNDARY OF PODS D & F - 100'
 FROM WEST BOUNDARY OF PODS D & F - 65'
 FROM ALL OTHER BOUNDARIES - 35'



REZONING MASTER PLAN
LAND HIDEAWAY

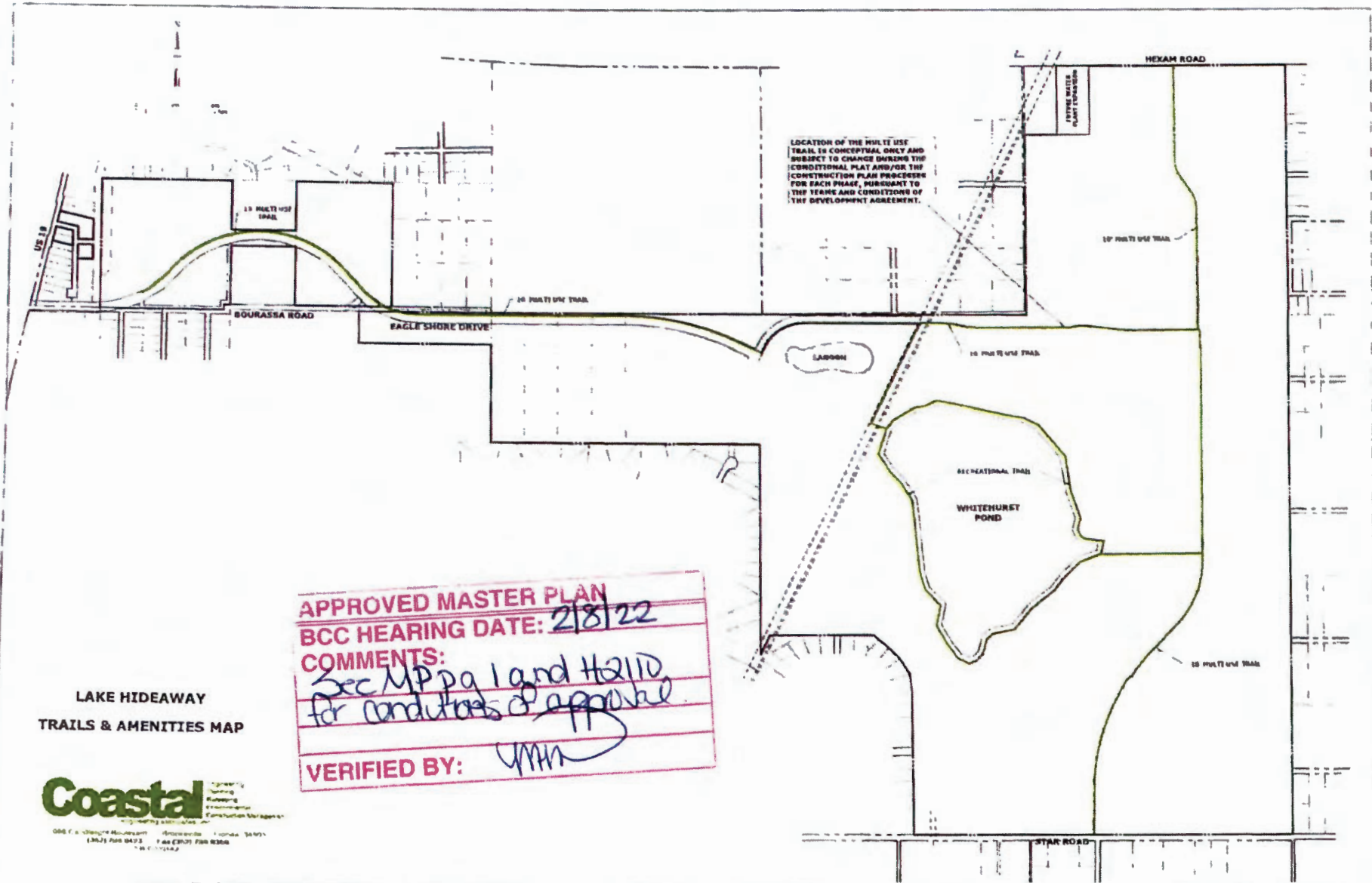
APPROVED MASTER PLAN
BCC HEARING DATE: 12/12/2024
COMMENTS:
 See how for construction of a pond.
 See approved.

Coastal
 1800 Gulf Breeze Parkway, Suite 100
 Gulf Breeze, FL 32561
 Phone: 904.241.1111
 Fax: 904.241.1112
 Email: info@coastal.com

REVISION OF DOCUMENT

NO.	DATE	BY	DESCRIPTION
1	12/12/2024	TRICORP	FINAL

SHEET
CPDP-1
 20049



LOCATION OF THE MULTI USE TRAIL IS CONCEPTUAL ONLY AND SUBJECT TO CHANGE DURING THE CONDITIONAL PLAN AND/OR THE CONSTRUCTION PLAN PROCESS FOR EACH PHASE, PURSUANT TO THE TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT.

APPROVED MASTER PLAN
BCC HEARING DATE: 2/8/22
COMMENTS:
See MPP pg 1 and H2110 for conditions of approval.
VERIFIED BY: *YMN*

LAKE HIDEAWAY TRAILS & AMENITIES MAP

Coastal Engineering
 Planning
 Surveying
 & Construction Management
 686 E. US Highway 1
 Ft. Lauderdale, Florida 33304
 (954) 566-9472 Fax (954) 566-9306
 www.coastaleng.com

EXHIBIT C

**SWFWMD Wetland Jurisdictional Approval Letter with
Wetland Delineation Survey**



Angela
O. portier
Employee

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

Bartow Office

170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office

78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office

7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

December 03, 2020

Hawk Land Investors New, LLC
Attn: Michael Lawson
2502 N. Rocky Point Drive, Suite 1050
Tampa, FL 33607

Subject: Notice of Intended Agency Action - Approval
Petition for Formal Determination of Wetlands and Other Surface Waters
Petition No.: 808314/42030839.002
Project Name: Lake Hideaway
County: Hernando
Sec/Twp/Rge: S07/T22S/R18E, S16/T22S/R18E, S17/T22S/R18E, S08/T22S/R18E,
S18/T22S/R18E, S20/T22S/R18E, S21/T22S/R18E, S09/T22S/R18E,
S12/T22S/R17E

Dear Permittee:

The Southwest Florida Water Management District (District) has completed its review of the petition for Formal Determination of Wetlands and Other Surface Waters. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the petition.

The File of Record associated with this application can be viewed at www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact Joe Andress at the Tampa Service Office, extension 2073.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

cc: Hawk Land Investors New, LLC
Coastal Engineering Associates, Inc.
Joe Calamari



An Equal
Opportunity
Employer

Southwest Florida Water Management District

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

TDD only: 1-800-231-6103 (FL only)

On the Internet at WaterMatters.org

December 03, 2020

Hawk Land Investors New, LLC
Attn: Micahel Lawson
2502 N. Rocky Point Drive, Suite 1050
Tampa, FL 33607

Subject: Notice Agency Action Letter - Approval
Petition for Formal Determination of Wetlands and Other Surface Waters
Petition No.: 808314/42030839.002
Project Name: Lake Hideaway
County: Hernando
Sec/Twp/Rge: S07/T22S/R18E, S16/T22S/R18E, S17/T22S/R18E, S08/T22S/R18E,
S18/T22S/R18E, S20/T22S/R18E, S21/T22S/R18E, S09/T22S/R18E,
S12/T22S/R17E

Dear Permittee:

The Southwest Florida Water Management District (District) is in receipt of your petition for Formal Determination of Wetlands and Other Surface Waters. Based upon a review of the information you submitted, the petition is approved. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the petition described in this letter.

Approved surveys are available for viewing or downloading through the District's Application and Permit Search Tools located at www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, is available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, Joe Andress at the Tampa Service Office, extension 2073.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Approved Formal Determination of Wetlands and Other Surface Waters
 Notice of Rights

cc: Hawk Land Investors New, LLC
 Coastal Engineering Associates, Inc.
 Joe Calamari

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FORMAL DETERMINATION OF WETLANDS AND OTHER SURFACE WATERS
No. 808314/42030839.002**

EXPIRATION DATE:
December 3, 2025

FORMAL DETERMINATION ISSUED DATE
December 3, 2020

This Formal Determination of Wetlands and Other Surface Waters No. 808314/42030839.002 is issued under the provisions of Section 373.421, Florida Statutes, (F.S.), and Rule 62-330.201, Florida Administrative Code, (F.A.C.). This Formal Determination consists of the District's determination of the locations on the property of the landward extent (boundaries) of wetlands and other surface waters based on the documentation consisting of a certified survey submitted by the Petitioner. This Formal Determination does not authorize any construction activities or constitute conceptual approval of any anticipated projects. Construction, alteration, operation, removal or abandonment of a surface water management system requires a permit from the District pursuant to Rule 62-330.020, Florida Administrative Code, (F.A.C.), and Section 373.413, Florida Statutes, (F.S.), unless exempt pursuant to 62-330.051 or 62-330.0511, F.A.C., or 373.406, F.S. This Formal Determination does not in any way establish boundaries of sovereign submerged lands.

PROJECT NAME: Lake Hideaway

GRANTED TO: Hawk Land Investors New, LLC
Attn: Michael Lawson
2502 N. Rocky Point Drive, Suite 1050
Tampa, FL 33607

ABSTRACT: The landward extent of wetlands and other surface waters was established by Joe Calamari of Coastal Engineering Associates, Inc. These boundaries were identified by applying the rule criteria of Chapter 62-340, F.A.C. Agency review of the site for the potential presence of wetlands and surface waters and verification of the wetland and surface water boundaries, were conducted by District Environmental Scientist Joe Andress during a site inspection, with Joe Calamari of Coastal Engineering Associates, Inc., on September 28, 2020. A certified survey, dated November 04, 2020, signed and sealed by Scott M. Osborne, Professional Surveyor and Mapper, License #6028, State of Florida, which depicts the wetland and surface water boundaries, was received on November 09, 2020. To view the survey, please visit www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx to locate the formal determination record and view the documents associated with this file. The 870.91 acre site contains 74.46 acres of wetlands.

COUNTY: Hernando

SEC/TWP/RGE: S07/T22S/R18E, S16/T22S/R18E, S17/T22S/R18E, S08/T22S/R18E,
S18/T22S/R18E, S20/T22S/R18E, S21/T22S/R18E, S09/T22S/R18E,
S12/T22S/R17E

PROJECT ACRES: 870.91

**WETLAND AND OTHER
SURFACE WATER ACRES:** 74.46 acres

CURRENT LAND USE: AGRICULTURE

DATE PETITION FILED: July 29, 2020

Pursuant to Subsection 373.421 (4), F.S., the Governing Board may revoke the Formal Wetland Determination upon a finding that the Petitioner has submitted inaccurate information to the District.

The Formal Wetland Determination shall be binding for the stated duration provided physical conditions on the property do not change so as to alter the boundaries of wetlands and other surface waters during that period.

Documents depicting the landward extent (boundaries) of wetlands and other surface waters are hereby incorporated into this petition by reference and the Petitioner shall comply with them. These documents are available for viewing or downloading at www.WaterMatters.org.

David Kramer, P.E.

Authorized Signature

Notice of Rights

Administrative Hearing

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of sovereignty submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C., can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 US Hwy 301, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

Judicial Review

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

EXHIBIT D

Pipeline Road Improvements

EXHIBIT D
LIST OF IMPROVEMENTS

<u>Intersection</u>	<u>Improvement</u>	<u>Improvement Cost (1)</u>	<u>Signal Cost Cost (1)</u>	<u>Total Cost</u>	<u>Commencement Date (2)</u>
US 19 and Bourassa Blvd	Signal	-	\$723,771	\$723,771 (3)	570 DU's
Star Rd and Weeping Willow St	Add NB Left , WB Left Turn Lanes Signal	\$208,401	\$492,639	\$701,040	1,122 DU's
Sunshine Grove Rd and Star Rd	Add EB Left , EB Right WB Left Turn Lanes	\$755,666	-	\$755,666	1,718 DU's
Sunshine Grove Rd and Hexam Rd	Add SB Left Turn Lane	\$206,059	-	\$206,059	1,880 DU's
SR 50 and Sunshine Grove Rd	Add SB Left Turn Lane	\$623,687	-	\$623,687	2,371 DU's

(1) Source: FDOT Roadway Cost Per Centerline Mile, Revised June, 2018, and 1.081 inflation factor to 2021 - Transportation Concurrency Analysis, July 2021

(2) Based on Single Family Road Impact Fee Rate of \$1,269/DU

(3) No impact fee credit.

EXHIBIT E

Land Use Exchange Matrix

EXHIBIT E
 LAND USE EXCHANGE MATRIX
 (Lake Hideaway)
 12/17/2021

CONVERSION FROM:	Single Family (DU's)	Townhomes (DU's)	Senior Adult Attached (DU's)	High Turnover Restaurant (KSF)	Retail (KSF)	Office (KSF)
Single-Family (DU's)	-	1.7808	3.2852	0.0913	0.1293	0.5703
Townhomes(DU's)	0.5615	-	1.8448	0.0512	0.0726	0.3203
Senior Adult Attached (DU's)	0.3044	0.5421	-	0.0278	0.0394	0.1736
High Turnover Resturant (KSF)	10.9582	19.5143	36.0000	-	1.4173	6.2500
Retail(KSF)	7.7316	13.7684	25.4000	0.7056	-	4.4097
Office(KSF)	1.7533	3.1223	5.7600	0.1600	0.2268	-

(1) Source - ITE Trip Generation Manual, 11th Edition (Gross Trips)

(2) Trip Rates

Single Family-	0.82133 TE/DU
Townhomes-	0.4612 TE/DU
Senior Adult Attached	0.2500 TE/DU
High Turnover Restaurant	9.0000 TE/KSF
Retail	6.3500 TE/KSF
Office-	1.4400 TE/KSF

(3) Example: Convert Single Family to Retail

$$1 \text{ DU} = 1 \times 0.1239 = 0.1239 \times (1,000 \text{ sq ft of retail}) = 123.9 \text{ sq ft}$$

EXHIBIT F

Phase One Transportation Impact Study

NOTE: The Phase One Transportation Impact Study is 449 pages, so for recording purposes only, the Cover Page and the Engineer's Signature Page (dated 7/28/21) are recorded in place of the full Study. The Study is attached to the original executed Development Agreement in its entirety, and it is on file in the official record of the Hernando County Board of County Commissioners. Additionally, the Study is on file at the Hernando County Planning Department. The Parties acknowledge that the Study is incorporated into the recorded document by this reference, as if recorded in full.

TRANSPORTATION ANALYSIS

LAKE HIDEAWAY

Prepared For

HAWK LAND INVESTORS NEW, LLC

Prepared By



LINCKS & ASSOCIATES, INC.
Engineers - Planners
Tampa, Florida

TRANSPORTATION ANALYSIS

LAKE HIDEAWAY

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Prepared By

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State of Florida Authorization No. EB0004638

July, 2021

Project No. 20079

Steven J. Henry, P.E.
P.E. No. 51555

Date

