

DEVELOPMENT AGREEMENT
SUNRISE
(COMBINED-PLANNED DEVELOPMENT PROJECT)
HERNANDO COUNTY, FLORIDA

THIS DEVELOPMENT AGREEMENT is made and entered into on the 12th day of September, 2023, by and between MAK Family Partnership, Ltd., a Florida limited partnership, TBF Partners, Ltd., a Texas limited partnership, TBF Partners II, LLC, a Florida limited liability company, Robert A. Buckner, as Trustee under that certain Trust Agreement dated March 9, 1989, Sharon P. McKethan, individually, and Haley Dowlen, as Personal Representative of the Estate of John Hale McKethan, whose address is c/o James H. Kimbrough, Jr., P.O. Box 1, Brooksville, Fl 34605-0001, as their interests may appear of record, and their respective successors and assigns (collectively the “Owner,” “Owners,” 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 “Sunrise.”

RECITALS

WHEREAS, the Owners as tenants-in-common, together with any respective successors and assigns, collectively own approximately 1,385 acres located in Hernando County, Florida, lying south of S.R. 50, east of Interstate 75, west of Kettering Road, and north of potential future Dashback Street (“Property”), and which is legally described in **EXHIBIT A**, attached hereto and made a part hereof; and

WHEREAS, on September 12, 2007, the Board of County Commissioners of Hernando County, Florida (“BOCC”) approved that certain Development Order for the Sunrise Development of Regional Impact, pursuant to Section 380.06, *Florida Statutes*, which governed the Property at that time, and recorded on September 20, 2007, at O.R. Book 2491, Page 1770, of the Official Records of Hernando County, Florida (“DRI” and “DRI DO”); and

WHEREAS, on December 10, 2008, the BOCC approved a Rezoning (File Number H-08-13) 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 September 12, 2023 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 Sunrise 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 “Sunrise 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 September 12, 2023, 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, 2042 (“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 (collectively the “Development Entitlements”):

4,200 Single Family Units (which may be detached or attached single-family units, for-sale and build-for-rent single-family units)

600 Multi-Family Dwelling Units (which may include Senior Adult Attached Housing Units)

75 Motel Units

325,000 square feet of Retail/Commercial uses approved by the C-PDP Rezoning and Master Plan

50,000 square feet of Office uses approved by the C-PDP Rezoning and Master Plan

40,000 square feet of Mini-Warehouse Use

Recreational Amenities and Residential Ancillary Uses approved by the C-PDP Rezoning and Master Plan

Public or Semi-Public 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 C**, attached hereto and made a part hereof, and in accordance with Paragraph 3.19 below.

(4) Transportation Approval. The Traffic Impact Study (“TIS”) submitted by Lincks & Associates, Inc., Tampa, Florida, Project No. 21131, for the Project Entitlements above has been approved by the County as last revised in March 2023, subject to the transportation mitigation requirements of this DA.

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. All construction shall be in accordance with the County's Facility Design Guidelines.

(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 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) 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) The Developer shall conduct geotechnical testing for development areas consistent with County and/or SWFWMD adopted regulations to identify and address any areas of soil raveling/slumping. 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 the Oak Hammock Preservation Area and the I-75 Buffer Area as identified in the approved C-PDP Rezoning and Master Plan, other jurisdictional wetland buffers, neighborhood park sites, vegetated (both natural and any enhanced) 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 preservation and/or buffer areas:

(a) A 40-foot-wide open space corridor/perimeter buffer along the Development's western common boundary with the I-75 right-of-way (the "I-75 Buffer Area"). This buffer shall preserve existing natural, native vegetation as set forth below but may contain passive trails, picnic areas and/or educational viewing areas for passive use. This open space shall be maintained by the HOA or CDD. In areas where the development parcels directly abut the existing I-75 drainage retention areas, the required natural buffer area shall be reduced from 40 feet to 20 feet in width. In locations where the natural vegetation in the I-75 Buffer Area does not have 80% opacity, the natural buffer shall be enhanced such that 80% opacity can be achieved within three (3) years after planting. If disturbance of a natural area within the I-75 buffer is required for adjacent development purposes, then re-planting shall be required such that 80% opacity can be achieved within three (3) years. The Developer shall have the option, at its election, to install a perimeter wall on the development side of the I-75 Buffer Area, in whole or in part, for any portion thereof. In the event the Developer elects to construct such wall, the natural buffer shall remain on the I-75 side of the wall, but the obligation to enhance the natural buffer to achieve 80% opacity shall not apply to such segment of the I-75 Buffer Area where a perimeter wall is constructed by the Developer.

(b) The approximate 17- acre existing oak hammock area identified on the C-PDP Master Plan (the “Oak Hammock Preservation Area”), the uses for which shall be limited as set forth in the C-PDP Rezoning. A neighborhood park may be co-located adjacent to the Oak Hammock Preserve, to facilitate parking and/or pedestrian access for passive use of the Oak Hammock Preservation Area as set forth in the CPDP Rezoning and Master Plan. This open space corridor shall be maintained by the HOA or CDD. No listed plant species shall be removed from the Oak Hammock Preservation Area or other natural vegetative buffers or natural preservation areas identified on the Master Plan.

(c) A 15-foot buffer along the north side of the future right-of-way for Dashback Road adjacent to the Project; provided, however, that the buffer shall not be required where such future right-of-way is adjacent to wetlands, drainage retention areas, or flood plain mitigation areas.

(d) All other neighborhood park and perimeter buffer requirements shall be as set forth in the Land Development code at the time of conditional plat for such portions of the Development. The I-75 Buffer Area and the Oak Hammock Preservation Area shall be counted toward the open space requirements for the Project, and if such areas contain trails or other access, or other passive use facilities for Project residents, also shall count toward the neighborhood park requirements for the Project.

(3) The Developer shall provide the County an accounting upon each application for conditional plat for each phase of development, of the allocation of open space (as to both park space and other open spaces) for that conditional plat and an accounting of the total cumulative park space and other 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; however, passive uses such as trails, picnic areas, and educational viewing shall be allowed. The Project’s internal multi-purpose trail system shall connect (as development phases are constructed) to the paths currently being constructed by FDOT in the SR 50 right-of-way adjacent to the Project, which then will facilitate the ultimate connection via SR 50 (by FDOT or others) to the Withlacoochee River State Trail.

(5) The Developer shall prepare, or cause 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 in the designated open space/buffer/preservation areas; provisions for the distribution of educational materials to the Development's residents; a habitat management plan for the designated preservation areas; and a pet management plan.

(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. In the event the Developer elects to construct a golf course amenity for the Project, the Developer shall provide a Pest Management/Chemical Management Plan including implementation, management and operational control procedures, including the responsible party for such management.

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 or reclaim water service shall be allowed for multi-family or commercial parcel sites under a single ownership, and 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 5-year forecast period, which projections shall be updated annually by the Developer to enable HCUD to plan and to construct capital improvements to its water treatment facilities, 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 utility service capacity for the Development pursuant to Section 4 below, the Developer has agreed to reserve an approximate five (5) acre site in the northwest portion of the Project as conceptually identified on the C-PDP Master Plan (the "Water Plant Site") for potential acquisition by HCUD as part of its regional potable water supply system, subject to the following terms and conditions:

(i) the County shall commence immediately and then complete its feasibility analysis for the Water Plant Site prior to the Developer's request for approval

of its conditional plat for the first phase of development within the Project, including, without limitation, any soils composition, water quantity, or water quality analysis (as the Water Plant Site location impacts the development locations within the Master Plan).

(ii) in the event the initial proposed site does not satisfy the County's soils composition or water quality requirements, the parties shall cooperate in good faith to locate an alternative location for the Water Plant Site, which in any event shall be determined prior to the Developer's requested conditional plat approval for the first phase of development of the Project, such that the development plan schedule is not adversely impacted by such County feasibility process. Any mutually agreed relocation of the Water Plant Site shall not require any Master Plan amendment, C-PDP Rezoning Amendment, or Development Agreement amendment for the Project.

(iii) the County shall not delay, impede, or condition the Developer's conditional plat approval for the first phase of development within the Project by reason of any County delay in completing its feasibility analysis for the Water Plant Site.

(iv) once the location is approved by the County, the Water Plant Site reservation shall be automatically released ten (10) 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 and has closed upon same.

(v) 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.

(vi) Effective immediately upon execution and approval of this Development Agreement, the owners and Developer shall grant HCUD access to the site to perform soil, water quantity and water quality testing to verify adequacy for public water use.

(vii) the Developer shall disclose the Water Plant Site location in the Homeowner Association Documents for the residential portions of the Project, so that residents are aware of such future plant location.

(viii) in the event HCUD elects to acquire, close upon and construct the Water Plant Site facilities, and in the event there is not public roadway access to the Water Plant Site, the Developer shall provide the County with permanent, non-exclusive access easements over applicable private roadways within the adjacent portion(s) of the Project, for ingress-egress for operation and maintenance of the Water Plant Site facilities.

(d) As further consideration for the County's commitment to reserve utility service capacity for the Project pursuant to Section 4 below, and to connect the

Development to the County's water service, the Developer at the Developer's expense, shall design and construct the project's water distribution piping to include a 12-inch diameter transmission system with three (3) points of connection to the County's water distribution system: (i) at the 12-inch diameter water main at the eastern end of Old Trilby Road west of Interstate 75; (ii) at the 12-inch diameter water main in the road right of way, north of the **Development**; and (iii) at the 12 or 16-inch diameter water main in Kettering Road, as depicted on Exhibit "D". These improvements shall be installed during the first phase of the development.

(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 for common areas. 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) Residential lot landscaping requirements shall comply with LDC Section 10-29. The Developer will ensure that no Homeowner Association rules, covenants, or other mechanisms of directives for the residential portions of the Project, require homeowners to utilize high-water-use turfgrass on individual lots.

(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) HCUD's commitment for wastewater service capacity for the Project pursuant to Section 4 below is based upon the County's prior, vested commitments to the Project in the Sunrise DRI Development Order and the adopted I-75/SR 50 PDD Area Plan. However, to meet its commitments, the County is required to undertake a capacity expansion for the Water Reclamation Facility (Ridge Manor WRF) adjacent to the Project. Based on the prior vested commitments to the Project, the County shall program and implement such Ridge Manor WRF capacity expansion and/or other system improvements when and as required to meet the Project demands for such utilities service. To facilitate such planning and expansion

process, the Developer shall annually provide to HCUD the 5-year utilities demand projections for wastewater, as also required for projected potable water demand pursuant to Section 3.10 (b), above

- (3) 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.
- (4) The Developer shall disclose the Ridge Manor WRF location in the Homeowner Association Documents for the residential portions of the Project, so that future residents are aware of the Ridge Manor WRF location.
- (5) The Developer shall provide a twenty (20) foot natural/enhanced buffer with 80% opacity achieved within three (3) years along the north and west boundary line of the Ridge Manor WRF where adjacent to the Project boundary, when and as each adjacent phase of the Project is developed. At the Developer's option, the Developer may elect to install a buffer wall on the development side of the buffer area, for any segment of the required buffer, in which event any natural vegetation shall remain within the buffer, but the enhancement requirement to 80% opacity shall not apply for such segment where such buffer wall is constructed.

3.12 Fire Suppression and EMS Services.

- (1) The Development shall pay all applicable Fire Protection and Emergency Medical Services Capital Facilities Impact Fees for the Development.
- (2) The Development also shall pay the Public Capital Facilities Impact Fee Surcharge(s) for Development within the I-75/SR 50 PDD.

3.12 Emergency Management.

(1) Hurricane Preparedness. The Developer shall mitigate potential hurricane preparedness impacts by either (i) providing an on-site or adjacent facility (which may be a portion of a community recreation facility, a public services building, or a public, private or charter school), or (ii) payment to the County public shelter fund in the amount of \$106,638.00. 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.

(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 30-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 subject to credit for the qualified areas designated in this DA.

(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 Development also shall pay the Parks Impact Fee Surcharge(s) required for the Development within the I-75/SR 50 PDD.

3.15 Schools.

(1) School Concurrency. 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 Owners shall reserve an approximate 49- acre off-site parcel on Kettering Road and adjacent to the eastern boundary of the Development, as generally depicted on **EXHIBIT D** (the "School Site"), for a period of three (3) years from the Effective Date of this DA for potential acquisition by the HCSD. In the event HCSD elects to acquire the school site, the owners of the School Site shall be compensated in cash for the fair market value of the School Site at the time of conveyance. If the HCSD does not make such election and consummate such closing within three (3) years from the Effective Date of this DA, then this School Site reservation shall be deemed automatically released.

(c) The Developer also may designate a potential Charter School site on the Master Plan for the Development.

(d) If (i) a Charter School is procured and constructed/opened, or (ii) the HCSD closes upon the acquisition of the School Site, the Development shall be deemed to satisfy school concurrency, to the extent that either school provides for capacity necessitated by the Development, as determined by HCSD.

(e) In the event that HCSD does not elect to purchase the School Site for a public school and a Charter School also is not procured by the Developer, 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) PDD Surcharges. The Development also shall pay the Educational Facilities Impact Fee Surcharge(s) for Development within the I-75/SR 50 PDD.

3.16 Public Services Government Center Site. The Development shall reserve for a period of Five (5) years within the mixed-use portion of the project up to five (5) acres of land for the County potentially to establish an East Side Government Center, or in such acreage and at

such location as otherwise mutually agreed by the parties. Once the location is approved by the County, the East Side Government Center site 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 the County has not elected to acquire and close upon same. If the County elects to acquire such site, the land valuation shall be at fair market value (pursuant to appraisal performed in accordance with Uniform Standards of Professional Appraisal Practice); provided, however, that the parties may negotiate such compensation in the form of cash consideration or impact fee/PDD Area Plan surcharge fee credits applicable against the “buildings” portion of the County’s public capital facilities impact fees and public capital facilities impact fee surcharges, or a combination thereof. If the County accepts the land, the County acknowledges that the East Side Government Center shall be deemed a “public facility” and, therefore, not part of the retail, commercial, or office development entitlements authorized for the Development (in other words, the square footage in the public facility shall not be counted against the Development’s approved entitlements).

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 Sunrise Parkway from the primary entrance to the residential portion of the Development on Sunrise Parkway at Cracker Crossing Boulevard, southward along such primary collector roadway through the residential portion of the Development to its southernmost residential community entrance on Sunrise Parkway. 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 (Sunrise Parkway) 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 Oak Hammock Preservation Area, 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) Required Right-of-Way Dedications. The Owners or Developer (as

applicable) 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 as required by the I-75/SR 50 PDD Road Network and as conceptually depicted on the C-PDP Master Plan:

(a) Sunrise Parkway. The right-of-way (to the extent not previously conveyed to the County) for Sunrise Parkway, at a width of 120 feet, from S.R. 50 south to the southernmost boundary of the Development. The affected portion or portions of this right-of-way shall be donated prior to each final subdivision plat which covers, abuts or joins the affected portion or portions of Sunrise Parkway.

(b) Parallel Collector Road (to SR 50) a/k/a Cracker Crossing Blvd. Extension. The right-of-way for the extension of the Parallel Collector Road (to SR 50) identified in the I-75/SR 50 PDD, n/k/a Cracker Crossing Blvd., from its existing terminus at Sunrise Parkway, eastward to its intersection with Kettering Road, at a right-of-way width of 80 feet (the "Cracker Crossing Blvd. Extension"). Depending on the proposed uses and access plan for the mixed-use parcel, the foregoing Cracker Crossing Extension may be deemed to satisfy the County's Frontage Road Ordinance and Facility Design Guidelines, as applicable to the portion of the Development's mixed-use area which is bordered by SR 50, Sunrise Parkway, Cracker Crossing Blvd. Extension, and Kettering Road; however, the County reserves the right to require an additional frontage road (in whole or in part) in the discretion of the County Engineer, based upon the functional requirements for the final site plan within said mixed-use area. The Cracker Crossing Blvd. Extension right-of-way shall be donated prior to final subdivision plat (if platted) which covers, abuts, or adjoins the Parallel Collector Road, or prior to issuance of the first non-residential building permit for vertical construction in this mixed-use area, whichever occurs first.

(c) Kettering Road. The right-of-way for any portion of Kettering Road contiguous with and adjacent to the Development's eastern boundary, to the extent necessary to provide a right of way width of 80 feet from the existing centerline of Kettering Road adjacent to the Development. This right-of-way shall be donated prior to final subdivision plat (if platted) which covers, abuts, or adjoins the affected portion of Kettering Road, or prior to issuance of the first building permit for vertical construction in this area, whichever occurs first.

(d) Dashback Street. A right-of-way for potential future construction (by others) of Dashback Street, along the southern boundary of the Development, as follows: (i) from the southeastern project boundary to a point 500 feet east of the I-75 right-of-way boundary (the "Transition Point"), a width of 80 feet, and from the Transition Point to the I-75 right-of-way boundary, a width of 160 feet. The affected portion or portions of this right-of-way shall be donated prior to each final subdivision plat which covers, abuts, or adjoins the affected portion or portions of Dashback Street, or when such right-of-way is required for construction of Dashback Street by others, whichever occurs first.

(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 identified in Paragraph (1) 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. Unless required sooner by the County for roadway improvements to be made by the County or others (for Kettering Road or Dashback Street), the Right-of-Way Dedications shall be made as each adjacent land phase is platted for the Development, or as such roadway segment otherwise is required for access to the Development. Based upon the original terms of the Sunrise DRI/DO and the requirements of the adopted I-75/SR 50 PDD Area Plan, none of the foregoing right-of-way land dedications shall be impact fee creditable; however, the donation of this substantial right-of-way without cash or impact fee/surcharge fee credit compensation constitutes a material part of the transportation mitigation provided by this Development.

(3) I-75/SR 50 PDD Pipeline Improvements; Site-Related Access Improvements; Fee Credits. To the extent not first constructed by others, the Developer shall design, permit and construct the improvements for (i) Sunrise Parkway and (ii) Cracker Crossing Blvd. Extension, in development phases when and as required to provide access to the Development (collectively Sunrise Parkway and Cracker Crossing Blvd. Extension are referred to herein as the “Road Segment Pipeline Improvements”), and (iii) the intersection improvements (Dual NBL, NBT, NBR, and Dual WBL) for Cortez Blvd. and Sherman Hills Blvd. Realignment/Sunrise Blvd. when the Development connects to such intersection (the foregoing intersection improvements are referred to herein as the “Sunrise Parkway/SR 50 Intersection Improvements”). In addition, the Developer shall signalize the Sunrise Blvd./Sherman Hills Blvd Realignment/Cortez Blvd. intersection when the signal warrant requirements are triggered by the Sunrise Project traffic impacts and FDOT approves installation of such signalization, provided such signalization has not previously been provided by others (referred to herein as the “Sunrise Parkway/SR 50 Intersection Signalization”). In the event more than one development project has site impacts which trigger such signalization warrants, then the County shall require a fair, proportionate share contribution from each such contributing project. The Sunrise Parkway/SR 50 Intersection Improvements and the Sunrise Parkway/SR 50 Intersection Signalization both are deemed to be “site-related” transportation mitigation requirements, and therefore shall not be eligible for any impact fee credits. However, as provided in the adopted I-75/SR 50 PDD Area Plan, the Developer’s design, permitting and construction costs for the Road Segment Pipeline Improvements (Sunrise Parkway and Cracker Crossing Blvd. Extension) are designated as part of the regional roadway network and therefore shall be credited against the applicable roads impact fees and roads impact fee surcharges payable by the Project pursuant to the *Impact Fee Surcharge and Planning Overlay Ordinance for the Greater I-75/SR 50 Planned Development District Area*, as adopted on September 12, 2007. To summarize the Project’s transportation mitigation requirements: (i) the Project shall pay the roads impact fees and roads impact fee surcharges pursuant to the PDD Area Plan; (ii) the Project shall donate the required rights-of-way as specified in this DA, without cash compensation or impact fee credits; (iii) the Project shall provide the Sunrise Parkway/SR 50 Intersection Improvements and Sunrise Parkway/SR 50 Intersection Signalization as “site-related” mitigation which shall not be eligible for impact fee credits; and (iv) the Project shall receive roads impact fee and roads impact fee surcharge credits for the Road Segment Pipeline Improvements (Sunrise Parkway and Cracker Crossing Blvd. Extension),

(4) 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 and the Roads Impact Fee Surcharges pursuant to the I-75/SR 50 PDD Area Plan as each fee schedule may be amended from time to time, including any future countywide mobility fee replacement for roads impact fees and/or roads impact fee surcharges, subject to the fee credits which shall be provided by the County for the Road Segment Pipeline Improvements. The Development's Roads Impact Fees and Roads Impact Fee Surcharges paid from inception of the Development shall be segregated by Hernando County and accrued in a separate sub-account designated as the "Sunrise Roadway Impound Account." Hernando County and the Developer shall be deemed joint beneficiaries of the Sunrise Roadway Impound Account, to the extent permitted by law. The accrued funds in the Sunrise Roadway Impound Account shall be used exclusively to fund the design, permitting, construction, testing and inspection costs for Road Segment Pipeline Improvements, and once they have been fully funded, for any of the "Additional 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 Additional 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 Additional Pipeline Road Improvements shall be paid from the Sunrise Roadway Impound Account. In the event the Developer is not designated as the Constructing Entity, Hernando County shall contract for and manage the Additional Pipeline Road Improvements and shall use the Sunrise Roadway Impound Account to fund the costs for same. Nothing in this Section shall waive any procurement laws, rules and regulations.

(5) Transportation Impact Study & Proportionate Cost Share Approval; Designated Pipeline Road Improvements. The Developer has completed the required Transportation Impact Study ("TIS") which is referenced on **EXHIBIT E**, and made a part hereof, pursuant to the methodology required by Hernando County, and has provided the proportionate cost share calculations for 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 the Development is \$1,380,790.00, which is less than the projected Roads Impact Fees for the Development, based upon current rates. Based upon the approved TIS, the County has identified the proportionate share transportation mitigation improvements necessary to vest the Development entitlements, which proportionate share transportation mitigation improvements are set forth on **EXHIBIT F**, attached hereto and made a part hereof ("Additional Pipeline Road Improvements"). Hernando County reserves the right to (1) budget and allocate additional County funds to expedite the completion of any of the Additional Pipeline Road Improvements set forth on **EXHIBIT F**; or (2) to add additional projects to be funded by the County from the Sunrise Roadway Impound Account; provided, however, that the Developer's total obligation for all transportation mitigation improvements related to the Development entitlements shall not exceed the Developer's aggregate amount of all Roads Impact Fees and Roads Impact Fee Surcharges to be paid in the normal course of development for the Development, less the fee credits earned by the Developer for the Road Segment Pipeline Improvements (Sunrise Parkway and Cracker Crossing Blvd. Extension) under this Development Agreement. Hernando County reserves the right to

alter, modify or otherwise revise the Additional Pipeline Road Improvements from time to time, in its discretion, subject to the following requirements:

(a) No designated Additional 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 Additional Pipeline Road Improvement shall be paid or reimbursed, as applicable, from the Sunrise Roadway Impound Account.

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

(c) **EXHIBIT F** 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 and Roads Impact Fee Surcharges into the Sunrise Roadway Impound Account to cover the estimated costs for such project (unless the County elects to supplement such Sunrise Roadway Impound Account funds as set forth above). In such event the updated and revised **EXHIBIT F** shall be deemed incorporated by reference into this Development Agreement.

(d) Notwithstanding **EXHIBIT F** (including any subsequent amendment of **EXHIBIT F** by Hernando County), the Development's financial obligation for all transportation mitigation improvements required for the Development shall not exceed the aggregate amount of all Roads Impact Fees (as may be subsequently amended by countywide impact fee ordinance) and Roads Impact Fee Surcharges when and as paid by the Development through buildout of the Development, less the amount of the fee credits awarded to the Developer under this Development Agreement for the Road Segment Pipeline Improvements constructed by the Developer pursuant to Section 3.18(3) above.

(e) The Additional Pipeline Road Improvements shall be commenced not later than the date that sufficient funds have been accrued in the Sunrise Roadway Impound Account for each respective proportionate share transportation mitigation project (subject to discretionary earlier funding by the County) set forth on **EXHIBIT F**, 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 Additional 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 Additional Pipeline Road Improvement projects shall follow the pace of accrual of paid Roads Impact Fees into the Sunrise Roadway Impound Account, as the sole source to fund the design, permitting, and construction of said Additional Pipeline Road Improvements, unless the County

elects to provide supplemental funding, in its sole discretion.

(f) All design and construction plans for the Road Segment Pipeline Improvements (by the Developer) and the Additional Pipeline Road Improvements (by the County or the Developer as Constructing Entity) shall be in accordance with Hernando County standards and requirements and, if/where applicable, FDOT requirements.

(6) The Developer shall provide updated trip generation rates commencing 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. The Developer's interim Project traffic generation reports shall include (i) traffic monitoring on Kettering Road and (ii) traffic monitoring for potential signalization at Cortez Blvd./Sherman Hills Blvd. Realignment, based upon monitoring criteria to be provided by the County to the Developer's traffic consultant. The County will use the interim traffic reports to monitor the status of Kettering Road and Cortez Blvd./Sherman Hills Blvd. Realignment signalization as potential Additional Pipeline Road Improvements hereunder.

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 C**, 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. All street lighting within the Development shall be owned and maintained by the Developer, or its CDD, HOA, or other designated entity.

(2) Solar street lighting shall be allowed within public or private road rights-of-way areas and shall 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 within any residential development parcel 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. This provision shall not apply to any mixed-use or non-residential use areas within the Development.

(5) Searchlights used for advertising purposes are prohibited.

3.22 Solid Waste Collection. The Sunrise 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 Transit. The Development agrees to provide an appropriate transit stop location on Sunrise Parkway or Cracker Crossing Boulevard Extension, adjacent to a mixed-use, amenity, or other non-residential use area within the Development. The transit location shall be mutually agreed by the County and the Developer and shall include a pull-out lane, protective shelter, and such other appurtenances as mutually agreed by the County and the applicable Developer.

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 to serve the Development Entitlements, with an estimated demand of:

- (1) 1,680,000 GPD for Residential
- (2) 88,200 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 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 the Development Entitlements, with an estimated demand of:

- (1) 816,000 GPD for Residential
- (2) 58,800 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 stormwater management to serve the Development Entitlements, together 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 Sunrise 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 the Development Entitlements, with an estimated demand of:

- (1) 54,050 Pounds Per Day - Residential
- (2) 7,015 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 the Development and/or their aggregate equivalent on the Property, with an estimated demand of:

- (1) 22.76 acres User-Oriented Parks
(2.0 acres/1,000 persons x 2.37 persons/dwelling unit x 4,800 dwelling units)
- (2) 22.76 acres Open Space
(2.0 acres/1,000 persons x 2.37 persons/dwelling unit x 4,800 dwelling units)

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 the Development is satisfied by the Developer's compliance with this Development Agreement.

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 Sunrise 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 Sunrise 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 Sunrise 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 12th DAY OF September, 2023.

ACCEPTED AND AGREED TO BY
HERNANDO COUNTY, FLORIDA:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest:

for Heidi Kuppe, Deputy Clerk
Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

By:

[Signature]
John Allocco
Chairman

(SEAL)



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

[Signature]
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.

[ADD SIGNATURE BLOCKS & NOTARIES FOR COUNTY, OWNER(S), AND DEVELOPER]

SCHEDULE OF EXHIBITS

EXHIBIT A Legal Description of the Property/Development

EXHIBIT B Approved Master Plan per Approved C-PDP Rezoning
(BOCC Approved on June 13, 2023)

EXHIBIT C Land Use Exchange Matrix (“LUEM”)

EXHIBIT D Graphic Depiction for Reserved School Site Location & Points of Connection for
Water Service

EXHIBIT E Approved Transportation Impact Study (“TIS”)

EXHIBIT F Additional Roadway Pipeline Projects/Proportionate Share Improvements

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EXHIBIT A

Legal Description

A parcel of land lying within Sections 5, 6, 7 and 8, Township 23 South, Range 21 East, Hernando County, Florida, being more particularly described as follows:

For a POINT OF BEGINNING commence at the Southwest corner of the Southeast 1/4 of said Section 8; thence N89°05'38"W, along the South boundary of the Southwest 1/4 of said Section 8, 2670.54 feet to the Southwest corner of said section 8; thence N89°16'50"W, along the South boundary of the Southeast 1/4 of said Section 7, 2655.16 feet to the Southwest corner of the Southeast 1/4 of said Section 7; thence N89°16'33"W, along the South boundary of the Southwest 1/4 of said Section 7, a distance of 949.57 feet to the Easterly right-of-way of Interstate No. 75; thence along said Easterly right-of-way of Interstate No. 75 the following twenty six (26) courses and distances: (1) N00°04'24"E, 100.01 feet; thence (2) S89°16'33"E, 500.84 feet; thence (3) N00°21'45"E, 833.29 feet; thence (4) N36°30'15"W, 278.06 feet; thence (5) N04°37'19"W, 266.47 feet; thence (6) N79°47'40"W, 310.01 feet to a non-tangent point of curvature; thence (7) Northerly 1892.11 feet along the arc of a curve to the right, said curve having a radius of 5579.58 feet, a central angle of 19°25'47", and a chord bearing and distance of N17°55'51"E, 1883.06 feet; thence (8) N27°38'44"E, 666.59 feet; thence (9) S62°17'56"E, 39.91 feet; thence (10) N27°42'04"E, 158.00 feet; thence (11) N27°43'58"E, 805.72 feet; thence (12) N74°21'19"E, 490.92 feet; thence (13) N35°47'35"E, 764.07 feet; thence (14) N16°21'19"E, 204.80 feet; thence (15) N57°44'06"W, 343.20 feet; thence (16) N32°15'54"E, 814.49 feet to a point of curvature; thence (17) Northeasterly 794.94 feet along the arc of a curve to the left, said curve having a radius of 9277.00 feet, a central angle of 4°54'35", and a chord bearing and distance of N29°48'37"E, 794.70 feet; thence (18) S65°34'45"E, 219.30 feet; thence (19) N39°04'36"E, 329.47 feet; thence (20) N24°25'15"E, 768.24 feet; thence (21) N19°45'08"E, 546.02 feet; thence (22) N00°24'28"E, 358.35 feet; thence (23) N77°16'08"W, 217.28 feet to a non-tangent point of curvature; thence (24) Northeasterly 156.72 feet along the arc of a curve to the left, said curve having a radius of 9277.00 feet, a central angle of 00°58'05", and a chord bearing and distance of N15°00'36"E, 156.72 feet to a point of compound curvature; thence (25) Northeasterly 460.30 feet along the arc of a curve to the left, said curve having a radius of 4693.00 feet, a central angle of 5°37'11", and a chord bearing and distance of N11°42'58"E, 460.12 feet to a point of compound curvature; thence (26) Northeasterly 241.78 feet along the arc of a curve to the left, said curve having a radius of 2401.00 feet, a central angle of 5°46'11", and a chord bearing and distance of N06°11'37"E, 241.68 feet to the South boundary line of the map or plat of SUNRISE COMMERCIAL PLAZA, per Plat Book 31, Page 11, of the Public Records of Hernando County, Florida; thence along the South boundary of said map or plat of SUNRISE COMMERCIAL PLAZA the following eleven (11) courses and distances: (1) S74°23'51"E, 171.91 feet; thence (2) N15°36'21"E, 127.32 feet; thence (3) S89°43'43"E, 490.94 feet to a point of curvature; thence (4) Southeasterly 39.27 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 89°59'34", and a chord bearing and distance of S44°43'41"E, 35.36 feet; thence (5) S89°43'41"E, 140.45 feet; thence (6) N00°16'43"E, 25.00 feet; thence (7) S89°43'46"E, 108.45 feet to a point of curvature; thence (8) Easterly 147.45 feet along the arc of a curve to the left, said curve having a radius of 499.77 feet, a central angle of 16°54'14", and a chord bearing and distance of N81°49'27"E, 146.91 feet; thence (9) N73°22'34"E, 138.62 feet to a point of curvature; thence (10) Easterly 123.85 feet along the arc of a curve to the right, said curve having a radius of 420.11 feet, a central angle of 16°53'30", and a chord bearing and distance of N81°49'27"E, 123.41 feet; thence (11) S89°43'41"E, 170.00 feet; thence leaving the South line of said plat, run S00°17'12"W, 23.50 feet to the Southwest corner of "Parcel 3.25" as described in Official Records Book 3742, Page

848, of the Public Records of Hernando County, Florida; thence S89°43'41"E, along the South boundary of said "Parcel 3.25", 1739.73 feet; thence N00°16'19"E, 103.50 feet to a point of curvature; thence Northerly 365.53 feet along the arc of a curve to the left, said curve having a radius of 2655.77 feet, a central angle of 7°53'10", and a chord bearing and distance of N04°17'52"E, 365.24 feet to a point of reverse curvature; thence Northerly 270.75 feet along the arc of a curve to the right, said curve having a radius of 1883.73 feet, a central angle of 8°14'07", and a chord bearing and distance of N04°07'24"W, 270.52 feet; thence N00°00'20"W, 35.95 feet to the South right-of-way of State Road No. 50; thence along said South right-of-way of State Road No. 50 the following four (4) courses and distances: (1) S89°45'44"E, 634.36 feet; thence (2) S89°49'37"E, 508.97 feet to a point of curvature; thence (3) Easterly 743.51 feet along the arc of a curve to the right, said curve having a radius of 5597.65 feet, a central angle of 07°36'37", and a chord bearing and distance of S86°01'19"E, 742.97 feet; thence (4) S44°55'59"E, a distance of 33.03 feet to the Westerly right-of-way of Kettering Road; thence along said Westerly right-of-way of Kettering Road S00°26'27"W, 1425.34 feet to the Northeast corner of lands described in Official Records Book 868, Page 602, of the Public Records of Hernando County, Florida; thence along the North, West and South boundaries, respectively, of said lands described in Official Records Book 868, Page 602 the following three (3) courses and distances: (1) N89°34'01"W, 285.22 feet; thence (2) S00°25'59"W, 655.00 feet; thence (3) S89°34'01"E, 285.13 feet to the aforementioned Westerly right-of-way of Kettering Road; thence along said Westerly right-of-way of Kettering Road, S00°26'27"W, 3231.94 feet to a point on the North boundary of the Northeast 1/4 of said Section 8; thence S89°56'22"W, along said the North boundary of the Northeast 1/4 of said Section 8, a distance of 2588.19 feet to the West boundary of the Northeast 1/4 of said Section 8; thence S00°00'19"W, along said the West boundary of the Northeast 1/4 of Section 8, 2710.84 feet to the Southwest corner of the Northeast 1/4 of said Section 8; thence S00°00'18"W, along the West boundary of the Southeast 1/4 of said Section 8, 2702.26 feet to the POINT OF BEGINNING.

Containing 1,312.63 acres more or less.

EXHIBIT C
SUNRISE
LAND USE EQUIVALENCY MATRIX
4/19/2023

Conversion From	Conversion To								
	Single Family (DU)	Townhomes (DU)	Multi-Family (DU)	Senior Adult Detached (DU)	Senior Adult Attached (DU)	Motel (RMS)	Retail (KSF)	Office (KSF)	Mini-Warehouse (KSF)
Single Family (DU)	-	1.6491	2.4103	3.1333	3.7600	-	-	-	-
Multi-Family (DU)	0.4149	0.6642	-	1.3000	1.5600	-	-	-	-
Motel (RMS)	-	-	-	-	-	-	0.0953	0.2079	2.5790
Retail (KSF)	-	-	-	-	-	10.4952	-	2.1820	27.0567
Office (KSF)	-	-	-	-	-	4.8099	0.4583	-	12.4000
Mini-Warehouse (KSF)	-	-	-	-	-	0.3879	0.0370	0.0806	-

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

(2) Trip Rates

Single Family	0.9400 TE/DU
Multi-Family	0.3600 TE/DU
Motel	0.3887 TE/RM
Retail	4.0586 TE/KSF
Office	1.8800 TE/KSF
Mini-Warehouse	0.1500 TE/KSF
Townhomes	0.5700 TE/DU
Senior Adult Detached	0.3000 TE/DU
Senior Adult Attached	0.2900 TE/DU

(3) Example: Convert Single-Family to Townhomes

100 DUs = 100 x 1.6491 = 164.91 Townhomes

(4) For land uses not specifically identified a trip equivalency analysis will be required

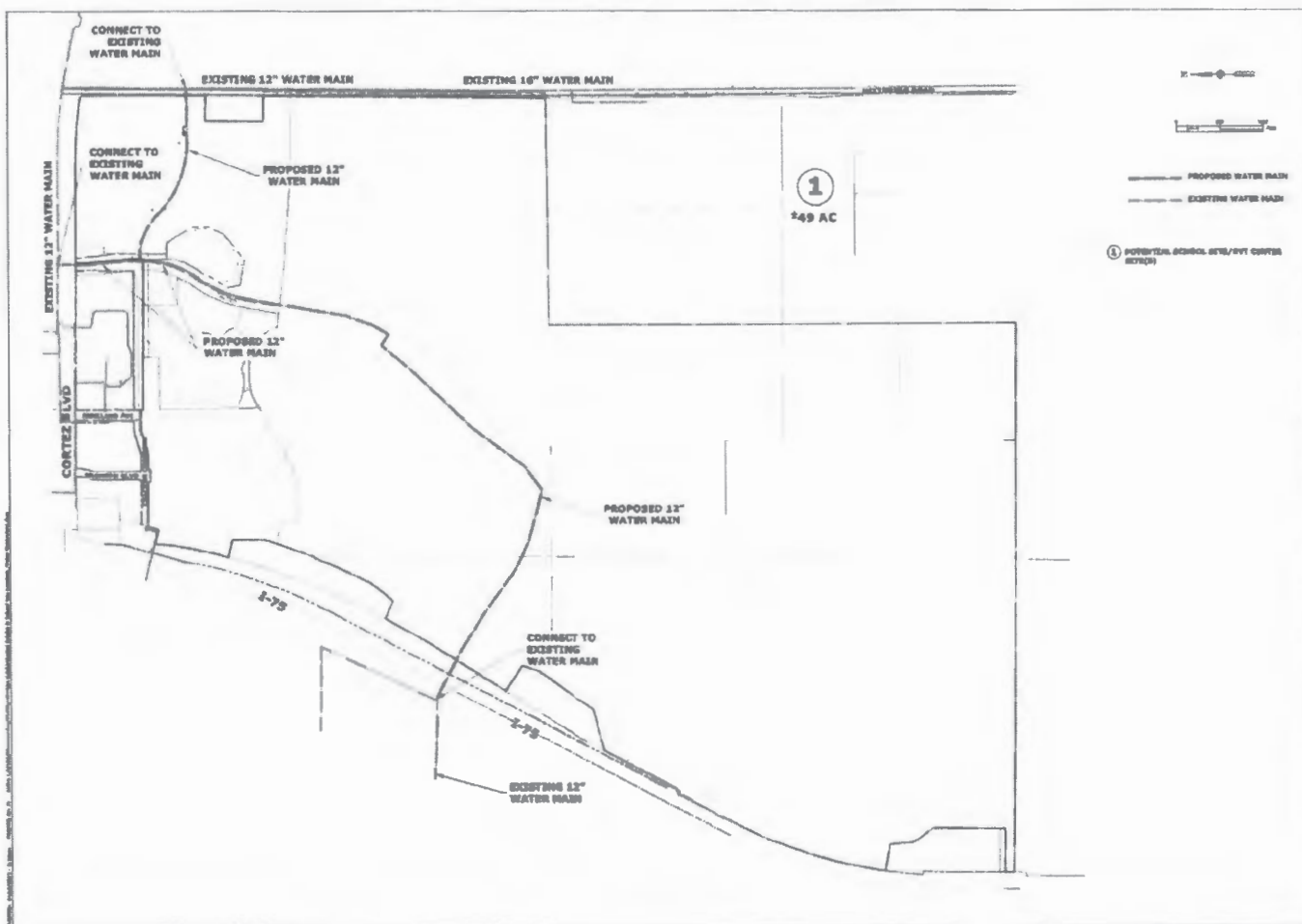


EXHIBIT E

Approved Transportation Impact Study (“TIS”) (Incorporated by Reference)

Lincks & Associates, Inc., Tampa, Florida, Project No. 21132, last revised March 2023

EXHIBIT F

Additional Roadway Pipeline Projects/Proportionate Share Improvements (at County's Election)

- Cortez Blvd. and I-75 Ramps
- Cortez Blvd. and Sherman Hills Blvd Realignment/Signalization
- Cortez Blvd. and Kettering Rd Intersection
- Kettering Road Segment(s)