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**DEVELOPMENT ORDER**

**HICKORY HILL DEVELOPMENT OF REGIONAL IMPACT**

**HERNANDO COUNTY, FLORIDA**

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**WHEREAS**, Hickory Hill, LLC, a Florida limited liability company (the "Developer"), owns or controls approximately 2,766 acres located in eastern Hernando County, lying west of Lockhart Road, east of Baseball Pond Road, south of Old Trilby Road, and north of Church and Myers Roads (the "Property") and which is legally described in **Exhibit A** attached hereto and made a part hereof; and,

**WHEREAS**, the Developer proposes to build up to 1,750 dwelling units, up to 50,000 square feet of neighborhood commercial, and up to 54 golf holes and ancillary facilities on the Property; and,

**WHEREAS**, § 380.06, Fla. Stat., mandates that developments of the size, density and intensity proposed by the Developer shall undergo development of regional impact review; and,

**WHEREAS**, in May 2005, the Developer filed an Application for Development Approval ("ADA") for the Hickory Hill Development of Regional Impact ("Hickory Hill DRI"); and,

**WHEREAS**, the proposed development is not located in an area of critical state concern as designated pursuant to Chapter 380, Fla. Stat.; and,

**WHEREAS**, concurrent with the Developer filing the ADA for the Hickory Hill DRI, the Developer also filed a corresponding amendment to the County's adopted Comprehensive Plan (and which is also referred to as "CPAM06-02"); and,

**WHEREAS**, on June 14, 2006, the County approved the transmittal of CPAM 06-02 to the Florida Department of Community Affairs ("DCA"); and,

**WHEREAS**, on September 15, 2006, the Florida Department of Community Affairs issued its Objections, Recommendations and Comments ("ORC") Report in connection with its review of CPAM06-02; and,

**WHEREAS**, pursuant to § 380.06(11), Fla. Stat., the Withlacoochee Regional Planning Council ("WRPC") is required to issue a regional report and recommendation in connection with its review of the Hickory Hill DRI; and

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Hernando County, Florida  
05/01/2007 3:12PM  
KAREN NICHOLAI, Clerk

1           **WHEREAS**, on September 21, 2006, the WRPC met and approved the  
2 Regional Report and Recommendation relative to the Hickory Hill DRI (the  
3 “WPRC Report”); and,  
4

5           **WHEREAS**, the Hernando County Board of County Commissioners  
6 (“BOCC”) has scheduled a hearing on April 26, 2007 to consider the ADA for the  
7 Hickory Hill DRI; and,  
8

9           **WHEREAS**, § 380.06, Fla. Stat., requires that any comprehensive plan  
10 amendment required in connection with the approval of any development of  
11 regional impact shall be heard at the same hearing; and,  
12

13           **WHEREAS**, the BOCC approving and adopting the comprehensive plan  
14 amendment filed by the Developer (CPAM06-02) is a condition prerequisite to the  
15 BOCC adopting this Development Order or otherwise approving the Hickory Hill  
16 DRI; and,  
17

18           **WHEREAS**, by earlier vote this 26th day of April, 2007, the BOCC adopted  
19 Ordinance 2007-06 captioned  
20

21           An Ordinance amending Section A of the Hernando County  
22 Comprehensive Plan relating to the Future Land Use Element by  
23 creating the Hickory Hill Planned Development District, adding  
24 Objective 1.07E and the Policies thereunder, amending Section A  
25 relating to the Capital Improvements Element, amending Section D  
26 relating to the Future Land Use Map Mapping Criteria & Land Uses,  
27 and amending Section E relating to Special Feature Maps; adopting  
28 CPAM 06-02; providing for severability; and providing for an  
29 effective date.  
30

31           **WHEREAS**, pursuant to § 380.06, Fla. Stat., the BOCC is the governing  
32 body having jurisdiction over the review and approval of developments of regional  
33 impacts located within Hernando County, Florida; and,  
34

35           **WHEREAS**, the proposed development has gone through the review  
36 process of the various agencies and it is now before the BOCC to approve, approve  
37 with conditions or deny the Hickory Hill DRI pursuant to § 380.06, Fla. Stat.; and,  
38

39           **WHEREAS**, because of its location and magnitude, the impact of  
40 developing the Property as proposed presents special concerns and opportunities  
41 regarding the provision of public services; and,  
42

43           **WHEREAS**, in accordance with § § 125.66 and 380.06, Fla. Stat., the  
44 BOCC conducted a public hearing on April 26, 2007, to review and consider the  
45 Hickory Hill DRI and the instant Development Order; and,  
46



1 appropriate entity able to fulfill such responsibility consistent with statutory and  
2 rule requirements and the conditions of this Development Order.

3  
4 (F) Pursuant to Rule 9J-2.025, Fla. Admin. Code (2006), the following  
5 Developer's representations and informational statements are incorporated into this  
6 Development Order and made a part hereof:

7  
8 (1) Name: The name of the development is "Hickory Hill." The  
9 development of regional impact, as approved by this Development Order, may be  
10 referred to as the "Hickory Hill DRI" or as the "Development" (as the context  
11 dictates).

12  
13 (2) Authorized Agent: The authorized agent of the Developer is  
14 Sierra Properties I, LLC, as the Managing Member of Hickory Hill, LLC, a Florida  
15 limited liability company.

16  
17 (3) Principle Entities:

18  
19 (a) Hickory Hill, LLC, the entity which filed the Application  
20 for Development Approval for the Hickory Hill DRI, is the "Developer" for  
21 purposes of this Development Order and § 380.06, Fla. Stat. In this Development  
22 Order, any references to the Developer, the owners of the Property and their  
23 respective heirs, successors and/or assigns shall not apply to or include bona fide  
24 third party purchasers of individual residential lot(s) or bona fide third party  
25 purchasers of commercial land or space.

26  
27 (b) The Developer has represented, and the County has  
28 materially relied upon said representations: (i) that the Developer is duly authorized  
29 to act as agent for, and legally bind, the owners of the Property in connection with  
30 this Development Order (see Agent Authorizations attached as **Exhibit B** to this  
31 Development Order and made a part hereof); (ii) the Developer understands and  
32 agrees that this Development Order shall be binding upon them and their respective  
33 heirs, successors and/or assigns as accepted and agreed to on the last page hereof;  
34 and (iii) this Development Order shall be recorded.

35  
36 (4) ADA: The ADA (as defined in Section 3 below) for the  
37 Hickory Hill DRI, as submitted by Hickory Hill, LLC, is hereby approved subject  
38 to the terms of this Development Order.

39  
40 (5) Development Description: The Hickory Hill DRI will be  
41 developed as a master planned community with residential uses, compatible  
42 commercial uses, golf courses and associated amenities, uses and facilities as  
43 provided for in this Development Order. At build out, and subject to the conditions  
44 and restrictions herein, there will be up to one thousand seven hundred fifty (1,750)  
45 residential units, up to fifty thousand (50,000) square feet of commercial, and up to  
46 fifty-four (54) holes of golf with associated facilities, *i.e.*, clubhouse, guest

1 quarters, and maintenance buildings. It is anticipated that residential construction  
2 will commence in late 2008 and will be fairly evenly spaced through build-out in  
3 2021. The golf-courses shall be built in two phases as described in Section  
4 1(F)(11) below. For purposes of this Development Order, the County has  
5 established certain "stages" or "triggers" of development (as the context dictates)  
6 for purposes of monitoring, compliance, and imposition of performance conditions,  
7 without limitation.

8  
9 (6) Required Specific Findings of Fact:

10  
11 (a) Assuming full compliance with the terms of this  
12 Development Order, the BOCC specifically finds that the Hickory Hill DRI does  
13 not unreasonably interfere with the achievements of the objectives of the adopted  
14 state land development plan for the portion of Hernando County where the Property  
15 is located.

16  
17 (b) Assuming full compliance with the terms of this  
18 Development Order, the BOCC specifically finds that Hickory Hill DRI is  
19 consistent with the State Comprehensive Plan as contained in Chapter 187, Fla.  
20 Stat. (2006).

21  
22 (c) By the earlier adoption of CPAM06-02 by the BOCC this  
23 date, the BOCC specifically finds that Hickory Hill DRI to be consistent with the  
24 County's adopted Comprehensive Plan as amended, subject to and conditioned  
25 upon CPAM06-02 taking effect pursuant to § 163.3189, Fla. Stat. (2006) and with  
26 the County's land development regulations, subject to the terms of this  
27 Development Order.

28  
29 (d) Assuming full compliance with the terms of this  
30 Development Order, the BOCC specifically finds that Hickory Hill DRI is  
31 consistent with the WRPC Report issued pursuant to § 380.06(12), Fla. Stat.  
32 (2006).

33  
34 (7) Legal Description: The legal description of the Property is  
35 contained in **Exhibit A**.

36  
37 (8) Monitoring Procedures: The monitoring procedures are set  
38 forth in Section 4 below.

39  
40 (9) Documents/Materials Incorporated Herein By Reference:

41  
42 (a) The Application (as defined in Section 3 below) shall be  
43 incorporated into this Development Order by reference and made a part hereof.

44  
45 (b) The WRPC Report shall be incorporated into this  
46 Development Order by reference and made a part hereof.

1 (c) Map H Series, Master Development Plan, as last revised  
2 November 2, 2006 is attached as **Exhibit C** to this Development Order and shall be  
3 incorporated into this Development Order by reference and made a part hereof.  
4

5 (d) Hickory Hill Water and Sewer Service Agreement dated  
6 April 26, 2007 (attached as **Exhibit D** to this Development Order and made a part  
7 hereof) and approved and agreed to concurrent with the adoption of this  
8 Development Order.  
9

10 (e) Agreement between the Developer and the Hernando  
11 County School Board, as approved by School Board on January 17, 2006 (attached  
12 as **Exhibit E** to this Development Order and made a part hereof).  
13

14 (10) Compliance Dates:  
15

16 (a) The Developer shall have substantially proceeded (as  
17 defined in Section 1(F)(10)(c)(iii) below) with the development approved herein  
18 within three (3) years of the Effective Date of this Development Order.  
19

20 (b) Deadlines for commencing transportation and  
21 infrastructure improvements shall be as required under Sections 3 and 4 below.  
22

23 (c) Termination Date of the Development Order:  
24

25 (i) This Development Order shall expire on  
26 **November 1, 2024**, unless extended by an amendment to this Development Order  
27 duly enacted by the BOCC at a public meeting and otherwise in conformance with  
28 § 380.06, Fla. Stat., as such section may be amended or renumbered.  
29

30 (ii) In the event the Developer fails to have  
31 substantially proceeded with the development approved herein within three (3)  
32 years of the Effective Date of this Development Order, all approvals hereunder  
33 shall terminate and this Development Order shall have no further force or effect.  
34

35 (iii) "Substantially proceed" for purposes of this  
36 Development Order shall mean that the Developer shall have constructed or cause  
37 to be substantially constructed site grading or clearing, infrastructure, roadways, or  
38 vertical development.  
39

40 (11) Project Build-out Date and Phasing Build out Dates:  
41

42 (a) The build-out for the project shall be December 31, 2021.  
43

44 (b) A phased schedule for golf course construction is  
45 approved as follows:  
46

Phase A 36 Holes  
Phase B 18 Holes \*

[\* Note: The construction of the last 18 holes may only proceed if the surface and ground water management and monitoring requirements (of the existing golf courses within the Development) demonstrate that the environmental performance is adequate to avoid statistically significant trends which may lead to the degradation of water quality or violation of FDEP's water quality standards.]

(12) Down-zoning; Density Reduction; or Intensity Reduction: Absent the County demonstrating that substantial changes in the conditions underlying the approval of this Development Order have occurred, or that this Development Order 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, then the Hickory Hill DRI shall not be subject to down-zoning, unit density reduction, or intensity reduction from the Effective Date of this Development Order until the developments approvals granted hereunder terminate pursuant to Section 1(F)(10)(c) above.

(13) Reporting: On or before February 1<sup>st</sup> of each year following the adoption year of this Development Order, the Developer, at the Developer's sole expense, shall prepare and file an Annual Report with the County and applicable review agencies in accordance with § § 380.06(15)(c)4 and 380.06(18), Fla. Stat. and Rule 9J-2.025(7), Fla. Admin. Code and Section 5 of this Development Order.

**SECTION 2 – CONCLUSIONS OF LAW**

(A) Review: The BOCC's review of the ADA for the Hickory Hill DRI has been conducted pursuant to the provisions of § 380.06, Fla. Stat.

(B) ADA: The ADA for the Hickory Hill DRI, as modified by this Development Order, is hereby deemed in substantial compliance with the requirements of § 380.06, Fla. Stat. and Rule Chapter 9J-2, Fla. Admin. Code.

(C) Required Specific Conclusions of Law:

(1) Assuming full compliance with the terms of this Development Order, the BOCC specifically concludes that the Hickory Hill DRI does not unreasonably interfere with the achievements of the objectives of the adopted state land development plan for the portion of Hernando County where the Property is located.

(2) Assuming full compliance with the terms of this Development Order, the BOCC specifically concludes that Hickory Hill DRI is consistent with the State Comprehensive Plan as contained in Chapter 187, Fla. Stat. (2006).

1 (3) By the earlier adoption of CPAM06-02 by the BOCC this date,  
2 the BOCC specifically concludes that Hickory Hill DRI to be consistent with the  
3 County's adopted Comprehensive Plan as amended, subject to and conditioned  
4 upon CPAM06-02 taking effect pursuant to § 163.3189, Fla. Stat. (2006) and with  
5 the County's land development regulations, subject to the terms of this  
6 Development Order.

7  
8 (4) Assuming full compliance with the terms of this Development  
9 Order, the BOCC specifically concludes that Hickory Hill DRI is consistent with  
10 the WRPC Report issued pursuant to § 380.06(12), Fla. Stat. (2006).

11  
12 (D) No Waiver or Exception: The provisions of this Development Order  
13 shall not be construed as a waiver or exception of any rule, regulation or ordinance  
14 of Hernando County, its departments, agencies or commissions, or of any state or  
15 federal department, agency or commission having jurisdiction. Hickory Hill DRI  
16 shall be developed in accordance all applicable County Ordinances, rules, and  
17 regulations, specifically including, but without limitation, the County's land  
18 development regulations, zoning, subdivision regulations, utility ordinances, and  
19 building codes; any other ordinance regulating developments within Hernando  
20 County; provided, however, that the Development shall be developed to be  
21 consistent with and in accordance with this Development Order; and further  
22 provided any rights vested by this Development Order shall not be affected.

23  
24 (E) Development Approval: This Development Order constitutes final  
25 approval for the Developer to develop the Property (as described in **Exhibit A**)  
26 subject to and in strict accordance with the terms of this Development Order, and  
27 as specifically provided on Map H Series, Master Development Plan (**Exhibit C**)  
28 for up to one thousand seven hundred fifty (1,750) residential units, up to fifty  
29 thousand (50,000) square feet of commercial, and up to fifty-four (54) holes of golf  
30 with associated facilities (clubhouse, guest quarters, maintenance buildings).

31  
32 (F) Developer Ensuring Adequate Provision for Public Facilities: Pursuant  
33 to § 380.06(15), Fla. Stat., the development approved under this Development  
34 Order is further conditioned upon the Developer being financially responsible for  
35 ensuring the adequate provision for the public facilities needed to accommodate the  
36 impacts of the Development, as specified in Sections 3 and 4 below.

37  
38 **SECTION 3 – GENERAL CONDITIONS AND RESTRICTIONS**

39  
40 (A) The Application: the "Application" shall consist of all of the  
41 following:

42  
43 (1) The Application for Development Approval for the Hickory  
44 Hill Development of Regional dated May, 2005 (prepared by King Engineering  
45 Associates, Inc.), together with all attachments thereto.



1 (2) The Hickory Hill Development of Regional Impact Sufficiency  
2 Response dated October 2005 (prepared by King Engineering Associates, Inc.),  
3 together with all attachments thereto.  
4

5 (3) The Hickory Hill Development of Regional Impact Second  
6 Sufficiency Response dated December 2005 (prepared by King Engineering  
7 Associates, Inc.), together with all attachments thereto.  
8

9 (4) The Comprehensive Plan Amendment (CPAM06-02) filed by  
10 Hickory Hill, LLC in connection with the Hickory Hill DRI.  
11

12 (5) Response to the DCA ORC Report regarding Comprehensive  
13 Plan Amendment dated April 4, 2007.  
14

15 (6) Hernando County Planning Department Concurrency  
16 Application filed by the Developer on March 29, 2007.  
17

18 (B) The Hickory Hill DRI shall be developed in accordance with the  
19 information, data, plans, and commitments contained in the Application unless  
20 otherwise directed by the terms of this Development Order.  
21

22 (C) The Developer shall be bound by all of its representations and  
23 promises contained in the Application (as defined in Section 3(A) above) and upon  
24 which the County materially relied in adopting this Development Order. In the  
25 event of any conflict between any document attached to this Development Order or  
26 incorporated by reference herein, this Development Order shall supersede and  
27 control.  
28

29 (D) In the event of a conflict between this Development Order and any  
30 County land use regulation or ordinance, this Development Order shall supersede  
31 and control. This notwithstanding, any applicable County Ordinance containing  
32 additional details or regulations, which do not conflict with the provisions of this  
33 Development Order, shall govern the actions of the Developer in connection with  
34 this Development.  
35

36 (E) As used herein, any reference to “directly affected agencies and  
37 department”, “appropriate state agencies”, “applicable state agency”, “other  
38 appropriate agencies” or comparable terms used for any state or local government  
39 (other than the County) or entities thereof shall mean those state or legal entities  
40 which have applicable laws or rules over the subject matter being reviewed,  
41 approved or determined.  
42

43 (F) When any state or local entity exercises its right to review, approve or  
44 determine, as provided herein, its actions shall be governed by the criteria and  
45 standards set forth in their rules, regulations or ordinances duly promulgated or  
46 adopted pursuant to their legal authority. Provided, however, nothing herein shall

1 be construed to confer jurisdiction on any state or local government unit, including  
2 the County if said jurisdictional authority does not otherwise exist under that  
3 entities' applicable laws or rules.  
4

5 (G) The Developer shall not be required to meet any standard or criteria  
6 unless specifically set forth herein or duly promulgated or adopted.  
7

8 (H) Finally, nothing herein shall be construed as preventing the County  
9 from coordinating and consulting with any federal, state, regional or local  
10 governments as the County deems appropriate.  
11

## SECTION 4 – SPECIFIC CONDITIONS AND RESTRICTIONS

### (A) ENVIRONMENTAL

#### (1) General:

12 (a) Environmental Monitoring Plan. The Developer, at the  
13 Developer's sole expense, shall prepare and maintain an Environmental  
14 Management Plan ("EMP"). As a general description, the EMP is the umbrella  
15 document/plan which addresses, or attempts to address, all of the various  
16 environmental, wildlife and preservation issues as such matters are detailed in the  
17 subsections below. The EMP shall be initially submitted to the County Planning  
18 Department and appropriate state agencies for review and approval as required  
19 under applicable law or the terms of this Development Order at the time the first  
20 conditional plat is submitted, and shall be updated at the time of submission of each  
21 subsequent conditional plat. The information contained in the EMP, as updated  
22 from time to time, shall be included in the Annual Report as provided in Section 5  
23 of this Development Order. Sub-parts of the EMP include, without limitation:  
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- 31 ● Stormwater Pollution Prevention Plan ("SWPPP")  
32 per Section 4(A)(2)(b);
- 33 ● Integrated Pest Management Plan ("IPMP") per  
34 Section 4(A)(2)(f);
- 35 ● Chemical Management Plan ("CMP") per Section  
36 4(A)(2)(f)
- 37 ● Groundwater Monitoring Program ("GMP") per  
38 Section 4(A)(2)(g);
- 39 ● Wildlife Habitat Management Plan ("WHMP") per  
40 Section 4(A)(4)(b).  
41  
42  
43  
44  
45

- Pet Management Plan (“PMP”) per Section 4(A)(4)(c).
- “Hickory Hill Good Neighbor Policy” regarding neighboring wells mitigation requirements (attached as **Exhibit F** to this Development Order and made a part hereof).

(b) The Developer shall utilize Best Management Practices (“BMPs”) to the maximum extent reasonably feasible in implementing the EMP.

(2) Subsurface Features, Surface Waters and Ground Waters:

(a) Protection of Sensitive Subsurface and Karst Features:

(i) Project Design to Account for Sensitive Subsurface and Karst Features. The lineaments/fracture trace assessment (prepared by a Florida licensed or certified geologist) for the Development shall be used in the design and layout of the Hickory Hill Master Plan in order to avoid adverse impacts to sensitive subsurface and karst features and to proposed public facilities (including, but not limited to, water and sewer lines and improvements, infrastructure and/or other required facilities).

(ii) Additional Requirements Regarding Golf Courses. The Developer shall ensure, to the maximum extent reasonably feasible, that the golf courses are designed and laid out in a manner that directs the fairways, greens and other fertilized areas away from (and not over) sensitive subsurface and karst features.

(iii) Conditional Platting. In addition to the lineaments/fracture trace assessment required herein, a geotechnical report shall be submitted to the County at time of and in connection with conditional platting 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 project design and layout of the Hickory Hill DRI.

(iv) Best Management Practices. In addition to meeting all requirements of the regulatory agencies, 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.

(b) Drainage, Stormwater and Groundwater:

1 (i) SWPPP. As part of the overall EMP, the  
2 Developer, at the Developer's sole expense, shall prepare a SWPPP (previously  
3 defined) upon filing of each conditional plat for the Development incorporating  
4 requirements such as: (i) clearing and grading areas only as they are being  
5 prepared for construction; (ii) stabilizing areas immediately after construction  
6 completion; and, (iii) potential limiting of watering for dust control at the time of  
7 construction due to hydrologic conditions and Southwest Florida Water  
8 Management District ("SWFWMD") warnings.

9  
10 (ii) Stormwater/drainage retention areas ("DRAs"),  
11 including either 'wet' or 'dry' DRAs shall be designed and constructed according  
12 to normal and accepted engineering practices.

13  
14 (iii) All stormwater management facilities shall adhere  
15 to the SWFWMD criteria for the design, construction, operation and maintenance  
16 of such facilities in karst sensitive areas as determined by SWFWMD. Where  
17 reasonably feasible, the Development shall utilize Low Impact Development  
18 ("LID") methods to reduce the impact of nutrients on natural wetlands systems.  
19 These LID methods may include low impact stormwater design consisting of  
20 vegetated swales and buffers where reasonably feasible prior to discharge of treated  
21 stormwater, tree cluster-rain gardens, pervious pavement, conserving natural areas  
22 and wetlands, minimizing development impacts, attempting to maintain site runoff  
23 rates, the use of integrated management practices, the implementation of pollution  
24 prevention, proper maintenance and public education.

25  
26 (iv) Soil boring(s) shall be used to verify that a  
27 minimum of five feet (5') of suitable soil cover is maintained between each DRA  
28 bottom and any subsurface limestone rock strata, limestone pinnacles or potential  
29 karst connections. In the event another regulatory agency with jurisdiction requires  
30 a greater separation depth than 5', compliance with that agency's greater depth shall  
31 be required.

32  
33 (v) All major ponds intended for use as reclaimed  
34 water or irrigation reservoirs shall be lined.

35  
36 (vi) No building permit shall be issued for development  
37 unless and until the Developer provides evidence to the satisfaction of the County  
38 that adequate drainage/storm water management facilities will be available  
39 concurrent with the impacts of the Hickory Hill DRI at the levels of service  
40 adopted in the Hernando County Comprehensive Plan and all applicable County  
41 codes and regulations.

42  
43 (vii) Installation of Monitoring Wells. Following the  
44 preliminary design and layout of the golf courses and residential lots within the  
45 Hickory Hill DRI, the Developer shall submit an updated monitoring well plan to  
46 the Florida Department of Environmental Protection ("FDEP") for review and

1 approval within their statutory and rule authority, with a copy to the County  
2 Planning Department. The Developer agrees to relocate existing monitoring wells  
3 and/or locate any newly required monitoring wells as required by FDEP or as  
4 identified in the GMP pursuant to Section 4(A)(3)(g). This information shall be  
5 included in the Annual Report as provided in Section 5 of this Development Order.  
6

7 (viii) Ongoing Inspections: Once the on-site surface  
8 water management system is certified to the SWFWMD as being in compliance  
9 with all permit requirements, the Developer shall conduct regular engineering  
10 inspections of the on-site surface water management system as required by local  
11 and state regulations to ensure that the system is being properly maintained in  
12 keeping with its design, and is capable of accomplishing the permitted level of  
13 stormwater storage/treatment for which it was designed and intended. The results  
14 of the regular inspections shall be signed and sealed by the appropriate professional  
15 and included in the Developer's Annual Report submitted pursuant to Section 5 of  
16 this Development Order.  
17

18 (c) Wetlands:  
19

20 (i) The Developer shall protect wetland areas through  
21 a combination of (i) Best Management Practices; (ii) SWFWMD ERP permitting  
22 criteria; (iii) compliance with the rules and regulations of the U.S. Environmental  
23 Protect Agency (EPA); (iv) NPDES compliance; (iv) no net wetland loss; and (v)  
24 the provision of augmentation of wetland buffers by aquatic plantings.  
25

26 (ii) The Developer shall protect on-site surface waters  
27 from construction impacts through various measures, including the use of staked  
28 hay bales and silt screen fences, in order to protect wetlands from erosion and  
29 sediment transport.  
30

31 (d) Flood Plains:  
32

33 (i) The Developer shall direct development away from  
34 flood plains and flood-prone areas in accordance with the County's Flood Plain  
35 Management Ordinance.  
36

37 (ii) The Developer shall be required to use the best  
38 available data regarding flood plains/flood-prone areas, as made available by, or  
39 accepted by the SWFWMD at the time of building permitting.  
40

41 (e) Additional Requirements for Golf Courses:  
42

43 No development permits shall be issued for the construction of any golf  
44 course, or portion thereof, unless and until the Developer demonstrates that such  
45 golf course, or portion thereof, proposed for development approval will comply

1 with the following design, construction, maintenance, and monitoring  
2 requirements:

3  
4 (i) Prior to golf course construction, a minimum of  
5 one soil boring shall be completed for each of the greens (putting area). The soil  
6 boring(s) shall be used to verify that a minimum of five feet (5') of suitable soil  
7 cover is maintained between the greens surface and any subsurface limestone rock  
8 strata, limestone pinnacles or potential karst connections and to determine  
9 subsurface features to a depth of thirty feet.

10  
11 (ii) The golf course(s), including non-play areas of the  
12 golf courses, will be designed, constructed, and maintained to meet or exceed the  
13 equivalent of the Audubon International's Signature Gold Program's Natural  
14 Resource Management Plan's Environmental and Design Standards, or another  
15 similar program's environmental and design standards (the "AISP Gold  
16 Standards"), which utilize low impact development principles where reasonably  
17 feasible to minimize development impacts, including, but not limited to, the use of  
18 spreader swales to reduce the potential for impacts from fertilization and  
19 stormwater runoff, the planting of pond littoral shelves and upland conveyance  
20 swales.

21  
22 (iii) Florida Friendly Design landscape principles shall  
23 be incorporated into the golf course design and construction.

24  
25 (iv) The golf courses' conformance with the AISP Gold  
26 Standards, shall be certified in a professional report and included in each Annual  
27 Report prepared pursuant to Section 5 of this Development Order. In the event any  
28 golf course(s) does not conform with AISP Gold Standards, then the Developer  
29 shall, within thirty days of being advised of such, initiate a plan of action which  
30 will achieve conformance with AISP Gold Standards, within the shortest possible  
31 time, and provide Hernando County, FDEP, SWFWMD and FWC with a copy of  
32 such plan. If it takes longer than six months to achieve such standards of  
33 conformance, the Developer shall report to the County and foregoing agencies  
34 every two months on the progress of the equivalent standards conformance.

35  
36 (f) Grounds Maintenance:

37  
38 (i) Use of Pesticides and Chemicals. Prior to any golf  
39 course construction, the Developer, at the Developer's sole expense, shall prepare,  
40 or cause to be prepared, an IPMP and CMP (as defined in Section 4(A)(1)(a)  
41 above))<sup>1</sup> covering such golf course. Each golf course shall be subject to this  
42 requirement. The IPMP/CMP shall be submitted to the Florida Fish and Wildlife  
43 Conservation Commission ("FWC") and the County for review and comment or

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<sup>1</sup>/ IPMP and CMP may be referred to in tandem or severally as the context dictates.

1 approval as authorized under state law or this Development Order, and to the FDEP  
2 and SWFWMD if required by their respective agency rules. Until such time as the  
3 IPMP/CMP has been approved by the respective agencies, no fertilizers, pesticides  
4 or herbicides, except for continuing interim agricultural activities shall be used on  
5 the subject golf course. The Developer shall maintain the IPMP and CMP current  
6 and up-to-date for the duration of this Development Order.

7  
8 (ii) The IPMP/CMP referenced above shall, at a  
9 minimum, include the following:

10  
11 (1.) Require the use of the U.S. Department of  
12 Agriculture - Natural Resources Conservation Service ("NRCS") Soil Pesticide  
13 Interaction Rating Guide for the selection of pesticides based on site specific soil  
14 conditions for use that have a minimum potential for leaching or loss from runoff.  
15 All pesticides and chemicals shall have been approved for use by the U.S.  
16 Environmental Protection Agency ("EPA"). Additionally, the nutrient  
17 management portions of the IPMP/CMP shall be based upon the NRCS Nutrient  
18 Management Standard and shall include the use of soil or leaf tissue analysis to  
19 determine needed applications of nutrients.

20  
21 (2.) Require that the golf courses shall be  
22 maintained under the direction of a superintendent(s) who is licensed by the State  
23 to use restricted pesticides and who is familiar with and experienced in the  
24 principles of integrated pest management. The Developer, with the assistance of  
25 the superintendent(s), shall be responsible for ensuring the implementation of the  
26 IPMP/CMP.

27  
28 (3.) Require prevention, diagnosis, and limited  
29 treatment with pesticides. Pesticide application standards shall allow only  
30 purposeful and minimal application of pesticides aimed only at identified target  
31 species. Following the on-going interim agricultural activities, regular widespread  
32 application of broad spectrum pesticides shall be prohibited.

33  
34 (iii) The Developer agrees to record covenants,  
35 conditions and restrictions ("CC&Rs") which CC&Rs shall require that where the  
36 use of pesticides and/or chemicals are necessary for grounds maintenance within  
37 the Development (and specifically including the managed areas of the golf courses,  
38 open spaces, common areas and residential lots), such pesticides and chemicals  
39 shall be used sparingly and only in accordance with the BMPs and the provisions in  
40 this Section. These CC&Rs shall be recorded at the time of approval of each final  
41 subdivision plat against those portions of the Development subject to such plat.  
42 Furthermore, the Developer agrees that during the period of ownership or control  
43 of all portions of the Development where the use of pesticides and/or chemicals are  
44 necessary for grounds maintenance with those portions of the Development it  
45 continues to own or control, such pesticides and chemicals shall be used sparingly  
46 and only in accordance with BMPs and the provisions in this Section.

1 (iv) Any revision(s) to the IPMP/CMP shall not be  
2 considered an action requiring the filing of a Notice of Proposed Change for an  
3 amendment to the Development Order.  
4

5 (v) The Developer's Annual Report shall identify if  
6 any revision(s) to the IPMP/CMP have been completed, and if a revision(s) has  
7 been completed, a copy of the complete revised IPMP shall be submitted as a  
8 companion document to the Annual Report consistent with Section 5 of this  
9 Development Order.  
10

11 (g) Ground and Surface Water Monitoring Requirements:  
12

13 (i) GMP. The Developer, at the Developer's sole expense,  
14 shall prepare, or caused to be prepared a GMP ('Groundwater Monitoring  
15 Program' - defined in Section 4(A)(1)(a) above) which, at a minimum, shall  
16 document pre-development conditions and allow for the identification and  
17 assessment of long-term statistically significant trends and/or impacts on  
18 groundwater systems and shall provide for the mitigation of documented impacts to  
19 surface and ground water quality. Additionally, notwithstanding anything  
20 elsewhere in this Development Order, the GMP shall include specific provisions  
21 for groundwater monitoring wells to monitor the first thirty-six (36) holes of golf.  
22 The GMP shall be submitted to FDEP and other appropriate State agencies for  
23 review and approval, as authorized under applicable State law, with a copy to the  
24 County Planning Department. The GMP shall:  
25

26 (1.) Identify and report in writing any  
27 statistically significant trends which may lead to the degradation of water quality,  
28 violations of all applicable surface and ground water quality standards as required  
29 in the GMP, and where possible the source of the degradation or violation of  
30 FDEP's water quality standards; and,  
31

32 (2.) Include a remediation plan to mitigate any  
33 identified statistically significant trends which may lead to the degradation of water  
34 quality or violation of FDEP's water quality standards stemming from or  
35 contributed to by any development activity related to the Hickory Hill DRI. If it is  
36 determined that the Development activity is or has been the cause of a documented  
37 statistically significant trend or violation of FDEP's water quality standards, the  
38 report shall include a remediation plan. The remediation plan may include  
39 retesting, if appropriate, and shall identify what has been done and is to be done to  
40 mitigate or eliminate, as determined by a qualified professional, the Development's  
41 contribution to the source of the documented statistically significant trend or  
42 violation. The remediation plan and report, which shall be approved by the agency  
43 having jurisdiction, shall propose remediation in proportion to the Development's  
44 contribution to the documented statistically significant trend or violation. As part  
45 of the remediation plan, the Developer may be required by the FDEP, the County  
46 or the SWFWMD to discontinue any activities which significantly contribute to the



1 violation of FDEP's water quality standards. The preparation and implementation  
2 of said remediation plan, as approved by the state review agencies having  
3 jurisdiction and the County, shall be at the Developer's sole expense.  
4

5 (3.) Changes to the GMP concerning parameters,  
6 sampling locations and sampling frequencies shall be incorporated, if approved by  
7 FDEP, based upon changes in such agency's rules or policies or changes in the  
8 proposed design of the golf courses which impact the GMP, or as part of a  
9 mitigation plan. The Developer acknowledges the appropriate permitting agencies  
10 may require modifications to the GMP which the Developer shall prepare at the  
11 Developer's sole expense.  
12

13 (4.) Should any noticeable soil slumping or  
14 sinkhole formation become evident before or during construction activities, all  
15 construction work shall stop in the area of slumping or sinkhole formation and  
16 remain stopped in the area of the slumping or sinkhole formation. The Developer  
17 shall comply with permit conditions of the SWFWMD to develop a plan of action  
18 and corrective measures to correct the problem. Once a plan of action and  
19 corrective measures are determined, the Developer shall complete the required  
20 actions/measures and may then resume construction in the area.  
21

22 (5.) Any revision(s) to the GMP shall not be  
23 considered an action requiring the filing of a Notice of Proposed Change for an  
24 Amendment to the Development Order.  
25

26 (6.) If any revision(s) to the GMP have been  
27 completed, a copy of the complete revised GMP shall be submitted as a component  
28 of the Developer's Annual Report in accordance with Section 5 of this  
29 Development Order.  
30

31 (ii) Ongoing Groundwater Monitoring. As part of the  
32 implementation of the GMP, ongoing groundwater monitoring shall be conducted  
33 through the term of this Development Order and for a period of five (5) years  
34 following the expiration of this Development Order, unless continued monitoring  
35 beyond this period is required by the County or the applicable state agency as a  
36 result of the Developer's failure to comply with this Section:  
37

38 (1.) The Developer, at the Developer's sole  
39 expense, shall prepare or cause to have prepared a consolidated groundwater  
40 monitoring report for all wells identified in the GMP. The sampling parameters  
41 and sampling frequency must be consistent with the GMP. The GMP will be  
42 submitted to the SWFWMD and/or DEP (as appropriate) for their review and  
43 approval in accordance with their jurisdictional authority. The monitoring report  
44 shall graphically compare on an annual basis the groundwater levels and the water  
45 quality information monitored in each monitoring well.  
46

1 (2.) The Developer shall begin, or cause to  
2 begin, groundwater monitoring and analysis actions consistent with the GMP no  
3 later than the issuance of the first residential building permit and prior to the  
4 construction of the first golf course.

5  
6 (3.) The Developer shall submit two (2) copies  
7 of the groundwater analysis annually with the Developer's Annual Report  
8 consistent with Section 5 of this Development Order.

9  
10 (4.) All required groundwater monitoring shall  
11 be conducted by an independent outside firm with all costs borne by the Developer.  
12 All reasonable costs to the County to have the GMP and annual reports reviewed  
13 by an outside qualified professional on their behalf shall be reimbursed by the  
14 Developer.

15  
16 (3) Soils and Erosion:

17  
18 (a) Grading Plan: The Developer shall develop a grading  
19 plan that utilizes the pre-development rolling topography to the maximum extent  
20 reasonably feasible. The grading plan shall be provided to the County at the time  
21 of and in connection with each conditional plat application.

22  
23 (b) Site Disturbance/Erosion:

24  
25 (i) The Development will be designed to complement  
26 the rolling topography and minimize site disturbance and erosion by construction  
27 phasing, limited site clearance, while maximizing retention of existing vegetation,  
28 timely revegetation of cleared areas, and preservation of existing grades and slopes  
29 in project design and construction.

30  
31 (ii) Stem wall, piling or other construction techniques  
32 will be utilized, where reasonably feasible, in construction of buildings to maintain  
33 contours, slopes and grades on building sites.

34  
35 (iii) The Developer will protect on-site surface waters  
36 from construction impacts through various measures, including the use of staked  
37 hay bales and silt screen fences, reducing both erosion and sediment transport into  
38 wetland areas.

39  
40 (iv) The Developer will minimize wind erosion from  
41 clearing and grubbing operations by performing such operations only on individual  
42 parcels of land where construction is scheduled to proceed.

43  
44 (v) The Developer will minimize fugitive dust through  
45 sodding, water sprinkling, seeding, mulching or planting of landscaped material in  
46 cleared and disturbed areas.

1 (4) Wildlife, Vegetation, and Open Space:

2  
3 (a) Open Space:

4  
5 (i) Open space will cover a minimum of one thousand,  
6 one hundred and ten (1,110) acres. Open space may consist of preservation tracts,  
7 golf courses, waterbodies, wildlife habitat preservation areas, wetlands, buffers,  
8 conservation easements, landscaped or natural areas or other similar areas.  
9

10 (ii) The Developer shall provide the County an  
11 accounting upon each application for conditional plat, of the allocation of open  
12 space for that conditional plat and an accounting of the total cumulative open space  
13 at that point in the development process.  
14

15 (b) Wildlife Habitat Management Plan:

16  
17 (i) The Developer, at the Developer's sole expense,  
18 shall prepare or caused to be prepared a comprehensive WHMP (defined in Section  
19 4(A)(1)(a) above) and which shall be subject to review and approval by the County  
20 and the appropriate state agencies (as to those portions or parts of the WHMP  
21 within their respective jurisdictional authority):  
22

23 (1.) In connection with the WHMP, the  
24 Developer shall provide on-site and offsite connectivity of wildlife corridors as part  
25 of the overall open space.  
26

27 (2.) The WHMP shall designate wildlife habitat  
28 preservation areas and implement wildlife habitat enhancement and mitigation  
29 measures, as approved in said Plan, in the design and construction of the  
30 Development consistent with the requirements of Rule 9J-2.041, Fla. Admin. Code.  
31

32 (3.) Conservation easements pursuant to §  
33 704.06, Fla. Stat., or other appropriate mechanism, shall be designated over tracts  
34 at the time of platting for each conditional plat where applicable, to protect wildlife  
35 habitat preservation areas recommended by the WHMP, wetland preservation areas  
36 and conservation area buffer zones.  
37

38 (4.) Equestrian and unpaved pedestrian trails  
39 may be permitted in wildlife habitat preservation areas. Paved trails shall not be  
40 permitted in wildlife habitat preservation areas except for service crossings.  
41

42 (5.) Listed plant species shall be incorporated, or  
43 relocated under the supervision of a qualified professional, into habitat preservation  
44 areas where reasonably feasible.  
45

1 (6.) Upon approval of the WHMP by the FWC,  
2 in accordance with their jurisdictional authority, and the County, the WHMP shall  
3 be incorporated into this Development Order by reference, and the provisions of  
4 said WHMP shall be conditions of this Development Order.  
5

6 (7.) Any revisions to the WHMP shall not be  
7 considered an action requiring the filing of a Notice of Proposed Change for an  
8 amendment to the Development Order pursuant to § 380.06(19), Fla. Stat. All  
9 proposed revision(s) shall be coordinated with the County.  
10

11 (ii) Monitoring. The Developer's Annual Report  
12 (pursuant to Section 5 of this Development Order) shall report on the monitoring  
13 and maintenance of habitat preservation areas and identify any proposed revision(s)  
14 to the WHMP and the EMP, respectively.  
15

16 (iii) The use of pesticides within wildlife habitat  
17 preserves or management areas shall be consistent with the requirements of the  
18 approved WHMP, and shall be included in the IPMP/CMP pursuant to Section  
19 4(A)(2)(f) above. Pesticides with a high toxicity to wildlife shall not be permitted.  
20

21 (iv) Trails. In connection with the Developer's  
22 commitment to provide trails within the Development (see Map H Series, at **Exhibit**  
23 **C**) only pervious trails, *e.g.* equestrian, walking, stable pastures, shall be allowed in  
24 habitat protection tracts (impervious trails, *e.g.*, concrete, asphalt, or similar material  
25 will not be located within habitat protection tracts) except for service crossings.  
26

27 (c) PMP. The Developer shall prepare a PMP (defined in  
28 Section 4(A)(1)(a) above) for review and approval by the County prior to the  
29 issuance of the first building permit. The PMP shall also become part of the deed  
30 restrictions and association documents for the Development.  
31

32 (d) Additional Protection of Vegetative and Wildlife  
33 Communities:  
34

35 (i) The Developer shall protect native vegetation  
36 through site design guidelines that address tree preservation (including dead tree  
37 snags and cavity trees), limitation on tree and dead tree snag removal, and where  
38 reasonably feasible, the relocation of trees during construction activities within the  
39 Development. Periodic review of saved trees by a certified arborist shall be utilized  
40 to identify dangerous trees.  
41

42 (ii) Vegetative communities within wildlife habitat  
43 tracts which exist on the Property as of January 2007 (pre-development) are  
44 important to maintaining habitat populations post-development. Accordingly, the  
45 Developer shall, to the maximum extent reasonably feasible, insure that functional  
46 representatives of all of the vegetative categories (based on the 'Florida Land Use

1 Classification System' hierarchical vegetative categories) will continue to be  
2 represented during the development process and post-development.  
3

4 (iii) The Developer shall insure that there will be no net  
5 loss of wetlands during the development process.  
6

7 (B) WATER SUPPLY AND CONSERVATION  
8

9 (1) Water Supply:  
10

11 (a) The Developer and the Hernando County Utilities  
12 Department have agreed on a document entitled HICKORY HILL WATER AND  
13 SEWER SERVICE AGREEMENT (the "W&S Agreement") regarding the location  
14 and improvement of water and sewer infrastructure relative to the Development. A  
15 true copy of this Agreement is attached as **Exhibit D** to this Development Order and  
16 shall be incorporated by reference and made a part hereof. Upon adoption of this  
17 Development Order, the Chairperson of the BOCC shall execute the W&S  
18 Agreement on behalf of the County (a true copy of the W&S Agreement as  
19 executed by the Developer and the County shall replace the unsigned version of  
20 **Exhibit D** hereto).  
21

22 (b) No extension. No extension of Hickory Hill DRI water  
23 facilities shall be designed, constructed or permitted by the Developer or in  
24 connection with the Development to service the area West or South of Hickory Hill  
25 DRI, unless specifically requested by the County. Nor shall any Hickory Hill DRI  
26 internal infrastructure be sized to accommodate any demand beyond that of the  
27 Hickory Hill DRI.  
28

29 (c) Neighboring Wells. The Developer shall comply with the  
30 SWFWMD rules and regulations in regard to any material adverse impacts, if any,  
31 on the existing wells of neighboring property owners, resulting directly from water  
32 withdrawals associated with the Development. Any adverse impacts, along with  
33 recommended mitigation standards shall be provided in conjunction with the  
34 required submission of the Developer's Annual Report as required in Section 5 of  
35 this Development Order.  
36

37 (d) The Developer shall be liable for all connection fees and  
38 other fees and costs in accordance with the the terms of the W&S Agreement.  
39

40 (2) Water Conservation: The Developer shall utilize all of the  
41 following water conservation techniques:  
42

43 (a) Minimum flush volume toilets will be standard in  
44 residential and non-residential construction.  
45

1 (b) Water-saver shower heads will be offered for residential  
2 construction, and used where applicable in non-residential construction.

3  
4 (c) Automatic shut-off faucets will be used where applicable  
5 in non-residential construction.

6  
7 (d) Rain sensors are required by local code and will be  
8 installed on all residential and non-residential irrigation systems.

9  
10 (e) Low-volume irrigation spray heads as well as drip systems  
11 will be used where appropriate for both residential and non-residential landscaping.  
12 Residents will be encouraged to use water-conserving devices for additions they  
13 might make to their irrigation systems.

14  
15 (f) Drought tolerant landscaping shall be utilized. The  
16 Developer will ensure that all landscape design and maintenance throughout the  
17 Development on Developer maintained property conforms to the lawn and  
18 landscape practices of the Florida Yards and Neighborhoods Program, as  
19 implemented by the University of Florida Cooperative Extension Service.

20  
21 (g) High maintenance turf areas on the golf course shall be  
22 minimized.

23  
24 (h) The Developer shall ensure that all golf course irrigation  
25 systems operated for Developer controlled areas utilize and maintain computerized  
26 irrigation based on weather station information, moisture sensing systems to  
27 determine existing soil moisture, evapotranspiration rates, and zone control, to  
28 ensure water conservation.

29  
30 (i) The Developer shall encourage that irrigation systems  
31 installed for single-family residences in the Development and fertilizer and  
32 pesticides practices conform to the Florida Yards and Neighborhood Program  
33 standards at the time of initial installation of the irrigation system.

34  
35 (j) The Developer shall establish restrictions on the  
36 percentage of high maintenance landscape and turf areas.

37  
38 (k) The Developer, shall ensure that the Development's  
39 grounds maintenance staff and/or landscape installation/maintenance firms are  
40 trained and educated in the practices mandated by the Florida Yards and  
41 Neighborhoods Program. The staff and/or firms shall ensure that ongoing landscape  
42 maintenance activities will continue to adhere to such program. Status reports on  
43 the grounds maintenance staff and landscape installation/maintenance firms  
44 education program shall be provided in conjunction with the required submission of  
45 the Developer's Annual Report as required in Section 5 of this Development Order.  
46

1 (l) Resident Education. The Developer shall provide water  
2 use education programs and materials to Development residents and highlight the  
3 role of residents in the protection of the ground and surface water resources. The  
4 programs shall include periodic workshops, at least annually, to foster the lawn and  
5 landscape practices of the Florida Yards and Neighborhood Program, and for the  
6 distribution of educational materials on landscape maintenance, water conservation  
7 practices, chemical use and disposal including the effect of nitrates/nitrites on  
8 groundwater quality, and other activities that could impact local and regional water  
9 resources. The program(s) shall be coordinated with the Hernando County  
10 Agricultural Extension Service. Status reports on the water use education program  
11 shall be provided in conjunction with the required submission of the Developer's  
12 Annual Report as required in Section 5 of this Development Order.

13  
14 (3) Monitoring:

15  
16 (a) As part of the GMP (described in Sections 4(A) above),  
17 the Developer shall monitor for the impacts upon the County's well field and private  
18 potable wells.

19  
20 (b) The program and associated analysis shall include at a  
21 minimum the calculation of a monthly water balance (dry year and wet year) for the  
22 site, hydro-geologic cross sections, pre and post development water  
23 table/potentiometric surface contour maps, and procedures for correcting potential  
24 impacts.

25  
26 (c) The monitoring program shall be established prior to the  
27 initiation of the construction of infrastructure, and reports shall be provided in  
28 conjunction with the required submission of the Developer's Annual Report as  
29 required in Section 5 of this Development Order.

30  
31 (C) WASTEWATER AND EFFLUENT REUSE

32  
33 (1) Wastewater:

34  
35 (a) The Developer's obligations regarding wastewater and  
36 reuse water are contained in the W&S Agreement referenced above (**Exhibit D**).

37  
38 (b) No extension. No extension of Hickory Hill DRI  
39 wastewater facilities shall be designed, constructed or permitted by the Developer or  
40 in connection with the Development to service the area West or South of Hickory  
41 Hill DRI, unless specifically requested by the County. Nor shall any Hickory Hill  
42 DRI internal infrastructure be sized to accommodate any demand beyond that of the  
43 Hickory Hill DRI.

44  
45 (c) The Developer shall be liable for all connection fees and  
46 other fees and costs in accordance with the terms of the W&S Agreement.

1 (2) Effluent Reuse:  
2

3 The Developer, to the maximum extent available, shall utilize reuse effluent  
4 to irrigate the golf courses and common area landscaping. However, nothing herein  
5 is intended to prevent the use of effluent, to the extent excess effluent is available,  
6 for residential and commercial irrigation within the Development.  
7

8 (D) FIRE  
9

10 The Developer has voluntarily agreed to donate One Hundred and Fifty  
11 Thousand Dollars (\$150,000.00) to the Hernando County Fire and Rescue  
12 Department to be used exclusively for fire protection equipment and/or facilities  
13 that will serve the area where the Property is located. The donation shall occur prior  
14 to the issuance of the two hundred and first (201<sup>st</sup>) residential building permit.  
15

16 (E) EMERGENCY MANAGEMENT  
17

18 (1) Hurricane Preparedness: The Developer shall mitigate potential  
19 hurricane preparedness impacts by implementing the following measures:  
20

21 (a) Construct the onsite community center, clubhouse or other  
22 suitable facility for use as an emergency hurricane shelter for the Development  
23 residents. The facility must be designed to include, at a minimum, the addition of  
24 hurricane storm shutters or impact resistant windows and doors, the provision of  
25 electric generators, the provision of potable water storage capability, and design to  
26 meet the proper wind speeds in the event of a Category 5 storm. The design and  
27 equipping of the facility must be coordinated with the County Emergency  
28 Management Official.  
29

30 (b) The Developer shall require that builders in the  
31 development provide the option of equipping new homes with impact resistant  
32 windows and doors, or hurricane storm shutters that comply with the requirements  
33 of the Florida Building Code.  
34

35 (c) The Developer shall provide and maintain a public  
36 information program within the Development's homeowners association for the  
37 purpose of educating the Development's residents regarding the potential hurricane  
38 threat.  
39

40 (d) The Developer shall work with the Emergency  
41 Management Department of the County to develop and maintain training for a  
42 Community Emergency Response Team (CERT Training) for the Development.  
43



1 (F) AFFORDABLE HOUSING  
2

3 In furtherance of the Developer's requirement to provide for adequate  
4 housing pursuant to Rule 9J-2.048, Fla. Admin. Code, as such section may be  
5 amended or renumbered, the Developer has voluntarily agreed to donate one  
6 hundred dollars (\$100) per residential unit for a total of \$175,000 to the County to  
7 be earmarked for the creation and/or promotion of affordable housing units within  
8 Hernando County. This contribution shall be made in full prior to the issuance of a  
9 building permit for the 101<sup>st</sup> residential unit.  
10

11 (G) PARKS AND RECREATION  
12

13 (1) The Developer shall establish a public linear park within the  
14 Property along the outermost edge of the western perimeter buffers along Baseball  
15 Pond Road, including a public equestrian trail, with a north and south terminus with  
16 passive amenities, such as picnic tables and equestrian hitches.  
17

18 (2) If determined necessary by the County, the Developer has agreed  
19 to make a financial donation towards a fair share of the cost of construction of the  
20 facilities for an east side district park in addition to its required payments of parks  
21 impact fees to the County. This contribution shall be without impact fee credits or  
22 offsets provided that other developers in the area of the I-75 PDD are also required  
23 to contribute, in the same manner, to this district park. The determination of need  
24 by the County, the fair share calculation, and the payment shall occur prior to the  
25 County issuing the 401<sup>st</sup> residential building permit.  
26

27 (3) The Developer shall be responsible for all parks impact fees  
28 imposed under the Hernando County Code, without credit or offset, at the time each  
29 building permit, or group of permits, are obtained in accordance with the County's  
30 Impact Fee Ordinance, unless mitigated pursuant to a separate agreement approved  
31 by the BOCC.  
32

33 (H) SCHOOLS  
34

35 (1) Mitigation of School Impacts: That certain agreement between  
36 the Developer and the Hernando County School Board dated January 2006 (the  
37 "School Agreement"), a true copy of which is attached as **Exhibit E** to this  
38 Development Order shall be incorporated by reference into this Development Order  
39 and made a part hereof. The Developer shall mitigate school impacts in accordance  
40 with the terms of the School Agreement.  
41

42 (2) Exemption from Application of County Impact Fee Ordinance:  
43 Pursuant to Hernando County Code § 23-73(5), there is an exemption to the County  
44 Impact Fee Ordinance for Educational Facilities where a written agreement "clearly  
45 and unequivocally was intended to provide for the full mitigation of such impact by  
46 enforcement of the agreement." At the request of the School Board, the BOCC

1 finds and concludes that the School Agreement satisfies this provision and the  
2 Developer shall be exempt from application of the County’s Educational Facilities  
3 Impact Fee Ordinance. However, notwithstanding the foregoing, the County is free  
4 to raise the Educational Facilities Impact Fees from time-to-time and the  
5 Educational Facilities Impact Fee then in effect may affect what the Developer pays  
6 the Hernando County School Board under the School Agreement.

7  
8 (3) Reporting Requirements: School capacities shall be monitored  
9 by the Developer. Status reports on school capacity shall be provided in  
10 conjunction with the required submission of the Developer’s Annual Report as  
11 required in Section 5 of this Development Order. If determined necessary by  
12 Hernando County School Board, the Developer shall contribute a fair share payment  
13 toward the cost of construction of facilities for east side school facilities to serve the  
14 development.

15  
16 (I) EAST SIDE GOVERNMENT CENTER  
17

18 If determined necessary by the County, the Developer has voluntarily agreed  
19 to make a financial donation towards a fair share of the cost of construction of an  
20 east side government center in addition to its required payments of public capital  
21 facilities impact fees to the County. This contribution shall be without impact fee  
22 credits or offsets provided that other developers in the area of the I-75/SR50 PDD  
23 are also required to contribute, in the same manner, to this Center. The  
24 determination of need by the County, the fair share calculation, and the payment  
25 shall occur prior to the County issuing the 401<sup>st</sup> residential building permit.

26  
27 (J) BUFFERING; TRANSITION ZONES; LAND USE  
28 COMPATIBILITY  
29

30 (1) Transition Zones:  
31

32 (a) The primary purposes of the transition zones are: to  
33 create a clear transition from urban to rural land uses; to define the ending for urban  
34 development and the beginning of rural land uses; to establish a visual and physical  
35 separation between the Hickory Hill DRI and surrounding land uses; and, to  
36 minimize the potential for future land use conflicts around the Hickory Hill DRI.

37  
38 (b) The transition zones will be established along the  
39 northern, western, and southern boundaries; except that the following boundaries  
40 are not included:

41  
42 (i) That portion of the northern boundary extending  
43 from the northeast corner of the property at Lockhart Road west approximately one  
44 fourth mile, then south approximately one fourth mile, then west approximately one  
45 fourth mile, then south approximately one half mile;

1 (ii) All of the Lockhart Road frontage from Hickory  
2 Hill Road northward; and,

3  
4 (iii) The boundaries around private parcels surrounded  
5 by the Hickory Hill DRI except for road access.

6  
7 (c) The transition zone will extend from the property  
8 boundary inward: 1320 feet along the western and southern boundaries; 500 feet on  
9 the northern boundary with its meanders from the western transition zone to the end  
10 of the affected boundary approximately one-half mile west of Lockhart Road.

11  
12 (d) Allowable uses within the transition zones are as follows:

13  
14 (i) Residential lots and supporting infrastructure;

15  
16 (ii) Golf course facilities;

17  
18 (iii) Equestrian facilities including stables, corrals,  
19 exercise areas, riding trails, and ancillary facilities; and,

20  
21 (iv) Passive recreational facilities including trails.

22  
23 (e) Within the western and southern transition zones, the  
24 maximum overall density shall not exceed 0.33 dwelling units per acre (one unit per  
25 three acres), the minimum lot size shall be 1.0 acre, except that all lots along the  
26 perimeters adjoining the buffers shall be a minimum of 2.0 acres in size.

27  
28 (f) Within the northern transition zone, a combination of lot  
29 sizes and buffer requirements (width and opacity) shall be utilized to achieve a  
30 transition between Hickory Hill and existing land uses to the north.

31  
32 (g) The minimum open space within the western and southern  
33 transition zones will be sixty percent (60%).

34  
35 (h) Within the northern transition zone, the outermost 100 feet  
36 along the property line shall consist of a vegetated buffer established as indicated by  
37 Comprehensive Plan Policy 1.07E(7). Within the western and southern transition  
38 zones, the outermost 200 feet along the property line shall consist of a buffer  
39 established as indicated by Comprehensive Plan Policy 1.07E(7), however, within  
40 the western and southern transition zones, the innermost 100 feet of the buffer may  
41 include passive recreation facilities such as hiking trails, equestrian trails, and  
42 similar low impact activities such as un-maintained portions of the golf course.

43  
44 (2) Sliding-Scale Residential Densities: Hickory Hill DRI will  
45 achieve a transition of land use intensity so that higher residential density land uses  
46 are located toward the 1-75/ SR 50 PDD to the north and east and lower density

1 residential uses are located to the south and west. For this purpose Hickory Hill  
2 DRI shall have four zones of density. The easternmost zone (Zone A) shall have an  
3 average density of 1.1 dwelling units per 1.0 gross acres. The middle zone (Zone B)  
4 shall have an average density of 0.7 dwelling units per 1.0 gross acres. The  
5 westernmost zone (Zone C) shall have an average density of 0.5 dwelling units per  
6 1.0 gross acres. That portion of the property located to the east and south of 1-75  
7 (Zone D) shall have an average density of one unit per five acres with residential  
8 development up to 66 units with a minimum lot size of two acres, and  
9 approximately 70 acres of upland hardwood forest will be conserved.

10  
11 (3) Linear Parks/Open Space Corridors: The Developer shall create  
12 linear parks/open space corridors to provide for wildlife movement and as a scenic  
13 edge and sound barrier:

14  
15 (a) Along the west side of 1-75, the linear park/open space  
16 corridor will encompass existing wetlands, hardwood uplands and open pasture and  
17 will be an average of 200 feet in width and utilize an existing underpass as a  
18 connection beneath 1-75 from the linear park to the conservation area on the east;  
19 and,

20  
21 (b) Along the east side of 1-75, the linear park/open space  
22 corridor will connect wildlife habitat areas to an existing underpass beneath 1-75 to  
23 the open space corridor along the west side of I-75.

24  
25 (4) Visual Buffering Adjoining Rural/Semi-Rural and Residential  
26 Areas: The Developer will establish a scenic edge that screens development areas  
27 and provides a natural buffer from perimeter roadways and along property  
28 boundaries where the scenic edge will be included within the transition zone as  
29 delineated above. The following as minimum requirements apply:

30  
31 (a) The Developer will direct its higher intensity land uses  
32 toward the more intense 1-75/ SR 50 Planned Development District to the east and  
33 north in recognition of the variety of semi-rural and rural land uses to the south and  
34 west.

35  
36 (b) The transition zone (discussed above) will include or serve  
37 as the perimeter buffer around the Development. Where natural vegetation does not  
38 exist or does not achieve 80% opacity year round, the development shall plant a  
39 variety of native vegetation, including native canopy trees, understory trees, bushes,  
40 shrubs, and groundcover that will provide a food source for wildlife and create a  
41 buffer that upon maturity of plantings will achieve 80% opacity to screen the view  
42 of the development from adjoining properties year round.

43  
44 (c) The Developer shall provide and maintain a minimum  
45 thirty foot (30') natural vegetative buffer along the Property perimeter adjacent to all  
46 residential areas. Where natural vegetation existing within the buffer area is not

1 adequate, the Developer shall plant a variety of native canopy trees, understory  
2 trees, bushes, shrubs, and groundcover.

3  
4 (d) The properties along Shirley Drive shall be buffered on all  
5 sides by a minimum 100' vegetative buffer with at least an eighty percent (80.0%)  
6 opacity.

7  
8 (K) TRANSPORTATION

9  
10 (1) Access to Hickory Hill Road: No portion of the Development  
11 shall have direct access (ingress or egress) to or from Hickory Hill Road unless  
12 otherwise permitted by the County. This prohibition shall not prevent the Developer  
13 from constructing internal roads, golf cart paths, and other paths or trails (Internal  
14 ROWs) connecting the property on the southside of Hickory Hill Road with the  
15 property on the northside of Hickory Hill Road. In such event, these Internal ROWs  
16 shall not provide direct vehicular access onto Hickory Hill Road. Accordingly in  
17 those locations where Hickory Hill Road and the Internal ROWs cross each other,  
18 either Hickory Hill Road or the Internal ROWs will pass over or under the other to  
19 effectuate the crossing of Hickory Hill Road and the Internal ROWs without  
20 permitting the direct access of the Internal ROWs to Hickory Hill Road.

21  
22 (2) Preservation of Tree Canopy: The Hickory Hill Road tree  
23 canopy shall be preserved in accordance with the Hernando County Canopy Road  
24 Ordinance. Also in accordance with the Hernando County Canopy Road Ordinance  
25 effective preservation measures shall be enforced and monitored throughout the  
26 development review and inspection process.

27  
28 (3) Development South of I-75: Development south of I-75 shall  
29 not be permitted until such time as Lockhart Road is constructed to current County  
30 standards.

31  
32 (4) Bicycle and Pedestrian Facilities: Bicycle and pedestrian  
33 facilities to link Hickory Hill DRI with planned County networks will be identified  
34 and required during the rezoning process. The Developer, at the Developer's sole  
35 expense, shall be responsible for construction of the required improvements, so long  
36 as the improvements are on or adjacent to the Development.

37  
38 (5) Construction Access: All construction traffic shall access the  
39 site from a controlled access point on Lockhart Road as identified on Map H and/or  
40 Church Road. No other access points for construction traffic shall be allowed.

41  
42 (6) Up-front Monetary Payment to County: At the time the  
43 Developer makes application to the County for issuance of the first residential  
44 building permit, the Developer shall pay the County an up-front monetary payment  
45 ("Up-front Monetary Payment"). The Up-front Monetary Payment shall be  
46 calculated by multiplying two-hundred and forty (240) times the County's roads

1 impact fee for a single family detached dwelling unit in effect at that time. The  
2 Developer agrees that the Up-front Monetary Payment is non-refundable and may  
3 be expended by the County immediately upon its receipt for roads and other  
4 transportation improvements as determined in the discretion of the County  
5 Engineer.

6  
7 (7) Developer Required Pipeline Transportation Improvements: The  
8 Developer, at its sole expense, shall be responsible, subject to the conditions herein,  
9 for making all of the following required roadway and intersection improvements  
10 (the “Developer Required Pipeline Transportation Improvements”):

11  
12 (a) Church Road Improvements: The Developer will  
13 complete the improvements necessary to bring Church Road up to 2-lane Major  
14 Collector Standards including as follows: (i) a minimum twenty-four foot (24')  
15 width; (ii) up to a 3-inch asphalt structural overlay on top of the existing road, (iii)  
16 construction of paved shoulders, and (iv) perform necessary grading and  
17 accommodation of drainage swales (the “Church Road Improvements”). The  
18 Church Road Improvements shall be completed prior to the issuance of the one  
19 hundredth (100<sup>th</sup>) residential building permit. Prior to commencement of this  
20 improvement, the Developer shall donate right-of-way to the County, fifty feet in  
21 width from the centerline of said road adjoining the length of the Property’s  
22 frontage along Church Road. This donation of right-of-way shall be without cost to  
23 the County and shall be by plat or warranty deed as determined by the County.

24  
25 (b) Lockhart Road Improvements:

26  
27 (i) *Description of Improvements*:

28  
29 (1.) Lockhart Road Rebuilding Improvement.  
30 This Lockhart Road Rebuilding Improvement shall consist of the Developer  
31 completely reconstructing Lockhart Road from SR 50 to the Hickory Hill site  
32 entrance by excavating the existing roadway and building anew in its place (the  
33 “Lockhart Road Rebuilding Improvement”). The newly reconstructed road would  
34 be built utilizing the same center line as the existing road (i.e. built on top of the  
35 existing roadway’s footprint). The Developer’s obligation is limited to constructing  
36 the new Lockhart Road to 2-lane Major Collector Standards and does not include an  
37 obligation to obtain any right-of-way or additional land north of the Property. The  
38 Developer will construct a sidewalk on the western side of the road.

39  
40 (2.) The Lockhart Structural Improvement. The  
41 Lockhart Road Structural Improvement shall consist of the Developer making the  
42 reasonable and necessary base repairs and constructing up to a 2 ½-inch asphalt  
43 structural overlay on top of the existing Lockhart Road surface from SR 50 to the  
44 Project’s Lockhart Road entrance (the “Lockhart Road Structural Improvement”).  
45 The Lockhart Road Structural Improvement shall only be made if the Developer  
46 elects to complete this improvement as provided below.

(ii) *Timing of Lockhart Road Improvements:*

Following the issuance of the 50<sup>th</sup> residential building permit, the Developer shall advise the County Engineer of which option below it will choose:

(1.) Option one: The Developer elects to complete the Lockhart Road Rebuilding Improvement prior to the issuance of the 175<sup>th</sup> residential building permit. If the Developer elects to complete the Lockhart Road Rebuilding Improvement (as described in Section (K)(7)(b)(i)(1.) above) at that time, then the County hereby acknowledges that the Lockhart Road Structural Improvement (as described in Section (K)(7)(b)(i)(2.) above) shall become unnecessary and the Developer shall have no obligation regarding the Lockhart Road Structural Improvement.

(2.) Option two: The Developer elects to complete the Lockhart Road Structural Improvement (as described in Section (K)(7)(b)(i)(2.) above) prior to the issuance of the 100<sup>th</sup> residential building permit; however, the costs related to the Lockhart Road Structural Improvement shall not be counted against the "\$12,000,000 Guaranteed Pipeline Amount" described in Section (K)(9) below. Additionally, the Developer shall remain obligated to complete the Lockhart Road Rebuilding Improvement (as described in Section (K)(7)(b)(i)(1.) above) prior to the issuance of the 100<sup>th</sup> residential building permit following the direct connection of the Development's primary residential (internal) road to Lockhart Road, but in no event later than upon the issuance of the 850<sup>th</sup> residential building permit.

(c) Right-of Way Dedication for Lockhart Road from Northern Property Boundary to I-75: Immediately prior to the Developer's commencement of the Lockhart Road Rebuilding Improvements described above, the Developer shall convey by plat or warranty deed, an approximate 44 foot wide strip of right-of-way, which is equal to approximately 10.4 acres, more or less, from the northern boundary of the Property running along the western side of the current center line of Lockhart Road to the intersection of Lockhart Road and I-75. The exact configuration of this right-of-way dedication will be finalized during the detailed planning stage.

(d) Right-of Way Dedication for Lockhart Road from Southern Property Boundary to I-75: Immediately prior to commencement of the construction of Lockhart Road south of I-75 to County collector road standards (whether by the Developer, the County or a third-party) the Developer shall convey by plat or warranty deed, a 100 foot wide strip of right-of-way, from I-75 to the southern boundary of the Property running along the western side of Lockhart Road. The exact configuration of this right-of-way dedication will be finalized during the detailed planning stage. Additionally, the Developer shall record a reservation in favor of the County for up to an additional sixty (60) feet width of right-of-way which the Developer shall convey to the County upon determination by the County

1 Engineer that this additional right-of-way will be needed by the County, but in no  
2 event prior to the conveyance of the 100-foot wide right-of-strip noted above. This  
3 reservation shall automatically expire and terminate on December 31, 2025 if not  
4 duly demanded and needed by the County.

5  
6 (e) Lockhart Road/SR 50 Intersection Improvements: The  
7 Developer shall complete the Lockhart Road/SR 50 Intersection Improvements  
8 generally described as: (i) 3-way mast-arm signalization, (ii) lengthen the existing  
9 northbound left-turn lane to a total length of 465 feet, (iii) construct a second  
10 northbound left-turn lane to a total length of 465 feet with 50 feet of tapering, and  
11 (iv) lengthen the existing westbound left-turn lane to a total of 710 feet (the  
12 "Lockhart Road/SR 50 Intersection Improvements"). At the time the Developer  
13 begins the Lockhart Road Rebuilding Improvement above, the Developer shall  
14 cause a warrant study to be conducted annually of this intersection in accordance  
15 with Florida Department of Transportation ("FDOT") standards and in conjunction  
16 with the TIM described in subsection (11)(a)(ii) below. The Developer shall, within  
17 nine (9) months, commence these improvements upon notification by FDOT that  
18 these improvements have been "deemed warranted", as determined by FDOT.

19  
20 (f) Church Road/Spring Lake Highway Intersection  
21 Improvements: The Developer shall complete the Church Road/Spring Lake  
22 Highway Intersection Improvements generally described as: (i) 4-way mast-arm  
23 signalization, (ii) construct a westbound left-turn lane to a total length of 580 feet,  
24 and (iii) construct a northbound right-turn lane to a total length of 480 feet (the  
25 "Church Road/Spring Lake Highway Intersection Improvements"). At the time the  
26 Developer obtains the 250<sup>th</sup> residential building permit, the Developer shall cause a  
27 warrant study to be conducted annually of this intersection in accordance with  
28 County standards and in conjunction with the TIM described in subsection  
29 (11)(a)(ii) below. The Developer shall, within nine (9) months, commence these  
30 improvements upon notification by the County that these improvements have been  
31 "deemed warranted", as determined by the County Engineer.

32  
33 (8) State/Regional Transportation Mitigation Payment: On or before  
34 July 1, 2014, the Developer shall make a lump sum payment to the County in the  
35 amount of One Million and Three Hundred and Seventy Thousand and Four  
36 Hundred and Eighty Five Dollars (\$1,370,485) for improvements to state road  
37 network in the vicinity of I-75 and SR 50 (the "State/Regional Transportation  
38 Mitigation Payment"). The County shall use the State/Regional Transportation  
39 Mitigation Payment it receives from the Developer as to be determined by the  
40 County and FDOT consistent with the foregoing.

41  
42 (9) \$12,000,000 Guaranteed Pipeline Amount: Within sixty (60)  
43 days of the Developer completing all of the Developer Required Pipeline  
44 Transportation Improvements (per subsection (7) above), the Developer shall  
45 provide the County with a detailed accounting of all costs (excluding donated value  
46 of right of way) relating to the Developer Required Pipeline Transportation



1 Improvements including the State/Regional Transportation Mitigation Payment  
2 above. In the event the Developer Required Pipeline Transportation Improvements<sup>2</sup>  
3 plus the State/Regional Transportation Mitigation Payment (above) total less than  
4 Twelve Million Dollars (\$12,000,000), the Developer shall pay the County the  
5 difference as a Transportation Mitigation Fee (the "County Transportation  
6 Mitigation Fee"). In the event that the County or any other party other than the  
7 Developer constructs any of the Developer Required Pipeline Transportation  
8 Improvements detailed herein, thereby reducing the actual cost to the Developer to  
9 complete such improvement, the Developer will still be obliged to pay the County  
10 the difference in calculating the \$12,000,000 Guaranteed Pipeline Amount as  
11 provided for herein based upon the actual costs of the Developer Required Pipeline  
12 Transportation Improvements plus the State/Regional Transportation Mitigation  
13 Payment. The Transportation Mitigation Fee as provided shall be paid to the  
14 County at the time of issuance of the twelve hundredth (1,200<sup>th</sup>) residential building  
15 permit. In the event that the Developer Required Pipeline Transportation  
16 Improvements plus the State/Regional Transportation Mitigation Payment exceed  
17 the \$12,000,000 Guaranteed Pipeline Amount in required improvements and  
18 expenditures, the Developer shall remain solely responsible for completing  
19 Developer Required Pipeline Transportation Improvements plus the State/Regional  
20 Transportation Mitigation Payment, and shall not receive any additional credits or  
21 offsets in addition to such credits or offsets which the Developer shall receive as  
22 provided for herein.  
23

24 (10) Transportation Impact Fees and Transportation Proportionate  
25 Fair Share Contribution: The County and the Developer agree that the costs of the  
26 Developer Required Pipeline Transportation Improvements plus the State/Regional  
27 Transportation Mitigation Payment provided for herein, as agreed to in this  
28 Development Order are hereby deemed in excess of the amounts the Developer  
29 would have to pay for (i) the County's roads impact fees, as provided for in  
30 Hernando County Code (ii) the County's Proportionate Fair Share, as provided for  
31 in the Hernando County Code, and Florida Statutes, and (iii) the proportionate fair  
32 share for the DRI for the development of the first fourteen hundred and forty (1,440)  
33 residential units and all of the non-residential uses in the Development (i.e proposed  
34 commercial, retail, office and recreational). Accordingly, the Developer shall be  
35 deemed to have satisfied and mitigated for all roads impact fees, and all other of  
36 these fees and obligations for the first 1,440 residential units and all non-residential  
37 uses in the Development. Beginning with the 1,441<sup>st</sup> residential unit, the Developer  
38 shall pay all County roads impact fees for residential units in effect at time of  
39 residential building permitting until completion of the Development.  
40

---

<sup>2/</sup> This shall not include the costs related to the Lockhart Road Structural Improvements  
in the event the Developer elects Option two pursuant to Section (K)(7)(b)(ii)(2.) herein.

1 (11) Monitoring:

2  
3 (a) Annual Traffic Impact Monitoring: Beginning with  
4 Developer obtaining the 201<sup>st</sup> residential building permit, and continuing every year  
5 thereafter until build-out of the Development, the Developer shall complete and  
6 submit an annual Traffic Impact Monitoring ("TIM") for the purpose of annual  
7 monitoring of the Development's traffic consistent with the following requirements:

8  
9 (i) Each TIM shall conform to professional standards,  
10 including monitoring/modeling, distribution and analysis of the cumulative traffic  
11 impacts of the Development. The methodology and specific roadway segments to  
12 be analyzed shall be agreed to on an annual basis by the Developer and the County.

13  
14 (ii) The Developer shall be responsible for updating and  
15 revising the TIM annually during the month of April and submitting the completed  
16 TIM shall be provided in conjunction with the required submission of the  
17 Developer's Annual Report as required in Section 5 of this Development Order, and  
18 the Developer shall be responsible for the reasonable costs associated with the  
19 outside review of the TIM for the County by a qualified professional if determined  
20 necessary by the County.

21  
22 (iii) Each TIM shall include, at a minimum, analysis of  
23 the existing conditions and projected conditions to the projected Development build  
24 out.

25  
26 (iv) If the annual TIM demonstrates that there is more  
27 than a 10% increase in traffic generated from the Development on any of the  
28 affected roadways (over that indicated by the final traffic impact analysis submitted  
29 as part of this Development Order) then the Development shall be subject to a  
30 substantial deviation determination pursuant to § 380.06(19), Fla. Stat. and the  
31 Development Order may be amended to change the list of required improvements,  
32 or require additional improvements.

33  
34 (b) Additional Monitoring Requirements for Substandard  
35 Roadways: The impacts to rural roadways in the vicinity of the Development shall  
36 be monitored by the County and the Developer. These roadways shall include at a  
37 minimum: Hickory Hill Road, White Road, Myers Road, Lockhart Road (south of  
38 site-related road improvements referenced in the preceding table), Old Trilby Road  
39 and Baseball Pond Road.

40  
41 If during the term of this Development Order the average daily trips on the  
42 unpaved portions of Church Road, Myers Road and Lockhart Road exceed 500 trips  
43 per day, the majority of which trips are attributable to traffic related to the  
44 Development, then the Developer shall pay to improve the base and surface treat the  
45 roadway for dust control to the County Engineer's specifications.



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

5  
6 (2) Sewage Treatment: Pursuant to the County's Adequate Public  
7 Facilities Ordinance, the County hereby deems that concurrency for sewer for up to  
8 1,750 dwelling units, up to 50,000 square feet of neighborhood commercial, and up  
9 to 54 golf holes and ancillary facilities on the Property, with an estimated demand  
10 of:

- 11  
12 (a) 563,000 GPD for Residential  
13 (b) 62,000 GPD for Non-residential (i.e. commercial,  
14 golf clubhouse)  
15

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

20  
21 (3) Drainage/Stormwater Management Facilities: Pursuant to the  
22 County's Adequate Public Facilities Ordinance, the County hereby deems that  
23 concurrency for drainage/stormwater management facilities for up to 1,750 dwelling  
24 units, up to 50,000 square feet of neighborhood commercial, and up to 54 golf holes  
25 and ancillary facilities on the Property with the proposed construction of the  
26 necessary drainage/stormwater management facilities and DRAs has been satisfied,  
27 conditioned upon the Developer obtaining all applicable state and local permits and  
28 further subject to full compliance with the terms of this Development Order, and  
29 assuming that no substantial deviation occurs which would require concurrency  
30 under this subsection to be reevaluated or would require additional mitigation.

31  
32 (4) Solid Waste: Pursuant to the County's Adequate Public  
33 Facilities Ordinance, the County hereby deems that concurrency for solid waste for  
34 up to 1,750 dwelling units, up to 50,000 square feet of neighborhood commercial,  
35 and up to 54 golf holes and ancillary facilities on the Property with an estimated  
36 demand of:

- 37  
38 (a) 20,737.5 pounds per day residential (1750 units x 2.37 x 5  
39 LOS)  
40 (b) 990 pounds per day commercial (225 employees x 4.4  
41 lbs)  
42

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

1  
2 (5) Parks and Open Space: Pursuant to the County's Adequate  
3 Public Facilities Ordinance, the County hereby deems that concurrency for parks  
4 and open space for up to 1,750 dwelling units on the Property with an estimated  
5 demand of:

- 6  
7 (a) 8.295 acres User-Oriented Parks (1750 x 2.37 pph/1000 x  
8 2 acre LOS)  
9 (b) 8.295 acres Open Space (1750 x 2.37 pph/1000 x 2 acre  
10 LOS)  
11

12 has been satisfied, subject to full compliance with the terms of this Development  
13 Order, and assuming that no substantial deviation occurs which would require  
14 concurrency under this subsection to be reevaluated or would require additional  
15 mitigation.  
16

17 (6) Transportation: Pursuant to the County's Adequate Public  
18 Facilities Ordinance, the County hereby deems that concurrency for transportation  
19 (roads) for up to 1,750 dwelling units, up to 50,000 square feet of neighborhood  
20 commercial, and up to 54 golf holes and ancillary facilities on the Property with an  
21 estimated peak hour trip demand and distribution as follows:

- 22  
23 (a) Peak Hour Trips:  
24  
25 (i) 1,495 peak hour trips (residential)  
26 (ii) 596 peak hour trips (commercial and golf  
27 courses)  
28

29 has been satisfied, subject to full compliance with the terms of this Development  
30 Order, and assuming that no substantial deviation occurs which would require  
31 concurrency under this subsection to be reevaluated or would require additional  
32 mitigation.  
33

34 (7) Substantial Deviation: In the event a 'substantial deviation'  
35 occurs in the course of developing the Hickory Hill DRI necessitating an  
36 amendment to this Development Order (see Section 6 below), then the County  
37 reserves the right to reevaluate its concurrency approvals under this subsection and  
38 to require additional data, analysis, studies, and mitigation, without limitation, from  
39 the Developer, pursuant to applicable laws, ordinances and regulations.  
40

## 41 SECTION 5 – ANNUAL REPORT

42  
43 (A) Pursuant to § 380.06(18), Fla. Stat., the Developer shall prepare, at its  
44 sole expense, an Annual Report which meets the requirements of § 380.06, Fla.  
45 Stat., Rule 9J-2.025(7) and the provisions below.  
46

1 (B) The Annual Report shall contain the following minimum information,  
2 data and analysis:

3  
4 (1) Rule Requirements: All of the information required under Rule  
5 9J-2.025(7), Fla. Admin. Code:

6  
7 (a) Any changes in the plan of development, or in the  
8 representations contained in the ADA, or in the phasing for the reporting year and  
9 for the next year;

10  
11 (b) A summary comparison of development activity proposed  
12 and actually conducted for the year;

13  
14 (c) Identification of undeveloped tracts of land, other than  
15 individual single family lots, that have been sold to a separate entity or developer;

16  
17 (d) Identification and intended use of lands purchased, leased  
18 or optioned by the Developer adjacent to the original DRI site since the  
19 Development Order was issued;

20  
21 (e) A specific assessment of the developer's and the local  
22 government's compliance with each individual condition of approval contained in  
23 the DRI Development Order and the commitments which are contained in the  
24 Application for Development Approval and which have been identified by the local  
25 government, the Regional Planning Council or the Department of Community  
26 Affairs as being significant;

27  
28 (f) Any known incremental DRI applications for development  
29 approval or requests for a substantial deviation determination that were filed in the  
30 reporting year and to be filed during the next year;

31  
32 (g) An indication of a change, if any, in local government  
33 jurisdiction for any portion of the development since the Development Order was  
34 issued;

35  
36 (h) A list of significant local, state and federal permits which  
37 have been obtained or which are pending by agency, type of permit, permit number  
38 and purpose of each;

39  
40 (i) A statement that all persons have been sent copies of the  
41 biennial report in conformance with § 380.06(15) and (18), Fla. Stat.; and

42  
43 (j) A copy of any recorded notice of the adoption of a  
44 Development Order or the subsequent modification of an adopted Development  
45 Order that was recorded by the developer pursuant to § 380.06(15)(f), Fla. Stat.  
46

1 (2) Additional Requirements: The Annual Report shall contain the  
2 following requirements:

- 3  
4 (a) Any revisions to the IPMP and/or the CMP;  
5  
6 (b) The status of the Audubon International Signatures  
7 Program, including status of certification and compliance;  
8  
9 (c) The status of any inspections and compliance of the on-  
10 site surface water management system by a qualified professional;  
11  
12 (d) The most recent EMP analysis, including all affected sub-  
13 parts, shall be submitted with the Annual Report;  
14  
15 (e) The status of any revisions to the EMP together with  
16 identification of any proposed revisions;  
17  
18 (f) The status of the monitoring and maintenance of wildlife  
19 habitat and preservation areas;  
20  
21 (g) Identification of any proposed revisions to the WHMP;  
22  
23 (h) The status on the general maintenance staff and landscape  
24 installation/maintenance firms education program;  
25  
26 (i) The status of all impacts to neighboring wells, including  
27 County wells, since the preceding report and identification of any proposed  
28 mitigation regarding any adverse impacts;  
29  
30 (j) The status on the water use education program;  
31  
32 (k) The status on the well field and private well ground water  
33 monitoring program;  
34  
35 (l) The status on school capacity reporting;  
36  
37 (m) The status on current and projected capacity on the  
38 following intersections: Spring Lake Highway/Church Road; and I-75/SR 50;  
39  
40 (n) The status on the condition, average daily volumes of  
41 traffic, and the Development's impact on all unpaved and substandard roadways  
42 listed in Section 4(K)(3)(b); and,  
43

1 (o) The Annual TIM.  
2

3 (C) The Annual Report shall be submitted, on or before February 1<sup>st</sup> of  
4 each year following the adoption year of this Development Order until termination  
5 of development activity to: Hernando County, DCA, WRPC, SWFWMD, FDOT,  
6 FWC, FDEP and such additional parties as may be appropriate or required by law.  
7

8 **SECTION 6 – SUBSTANTIAL DEVIATION**  
9

10 Pursuant to § 380.06(15)(c)5, Fla. Stat. (2006), any of the following changes,  
11 individually or commutatively, shall be deemed a “substantial deviation” (as defined  
12 in § 380.06, Fla. Stat.) to this Development Order:  
13

14 (A) An increase to the total number of dwelling units by 175 or more units  
15 (10% of 1,750).  
16

17 (B) An increase in commercial development by 55,000 square feet of gross  
18 floor area or of parking spaces provided for customers for 330 cars or ten (10%)  
19 percent increase of either of these, whichever is greater.  
20

21 (C) A decrease in the area set aside for open space by 20 acres.  
22

23 (D) A fifteen percent (15%) increase in the number of external vehicle trips  
24 generated by the Hickory Hill DRI above that which was projected during the  
25 review processes which occurred in 2006.  
26

27 (E) An extension of the Build out date of Hickory Hill DRI (see Section  
28 1(F)(11) above), by seven (7) years or more.  
29

30 **SECTION 7 – FURTHER PROVISIONS**  
31

32 **BE IT FURTHER RESOLVED BY THE HERNANDO COUNTY**  
33 **BOARD OF COMMISSIONERS THAT THE FOLLOWING SHALL APPLY:**  
34

35 (A) That this Development Order shall constitute the Development Order  
36 of Hernando County, Florida in response to the ADA for the Hickory Hill DRI filed  
37 by the Developer.  
38

39 (B) That the definitions found in Chapter 380, Fla. Stat. (2006) shall apply  
40 to this Development Order.  
41

42 (C) That this Development Order shall be binding upon the Developer and  
43 the owners of the Property and on their heirs, assignees, and/or successors in  
44 interest.  
45



1 (D) That in the event any portion or section of this Development Order is  
2 determined to be invalid, illegal or unconstitutional by a court of competent  
3 jurisdiction, such decision shall in no manner affect the remaining portions or  
4 sections of this Development Order, which shall remain in full force and effect.  
5

6 (E) That a certified true copy of this Development Order shall be recorded  
7 in the Public Records of Hernando County, Florida in accordance with §  
8 380.06(15), Fla. Stat., and this Development Order shall govern the development of  
9 the Property.  
10

11 (F) Absent the County demonstrating that substantial changes in the  
12 conditions underlying the approval of this Development Order has occurred, or that  
13 this Development Order was based on substantially inaccurate information provided  
14 by the Developer, or that the change is clearly established by the County to be  
15 essential to the public health, safety, or welfare, then the Hickory Hill DRI (as  
16 approved under this Development Order) shall not be subject to down-zoning, unit  
17 density reduction, or intensity reduction from the Effective Date of this  
18 Development Order until the developments approvals granted hereunder terminate  
19 pursuant to Section 1(F)(10).  
20

21 (G) This Development Order shall be effective upon the effective date of  
22 the Comprehensive Plan Amendment (CPAM06-02) under § 163.3189, Fla. Stat.  
23 (the "Effective Date"), provided, however, that a filing of a Notice of Appeal  
24 pursuant to § 380.07, Fla. Stat., will stay the effectiveness of this Development  
25 Order.  
26

27 (H) This Development Order will expire as provided in Section 1(F)(10)  
28 above.  
29

30 (I) That approval of this Development Order shall not exempt any portion  
31 or unit of the Hickory Hill DRI from the payment of all required impact fees or from  
32 any future impact fees increases. Impact fees shall be due in full without credit or  
33 offset except as expressly provided for in this Development Order.  
34

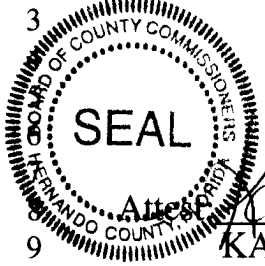
35 (J) The Chairperson of the BOCC is authorized to execute this  
36 Development Order.  
37

38 (K) That copies of this Development Order shall be transmitted  
39 immediately, by U.S. Certified Mail, to WRPC, DCA and the Developer.  
40

41 (L) Nothing herein shall be construed as prohibiting the Developer from  
42 appealing any future decision by the County, in regard to the implementation or  
43 enforcement of this Development Order, to the BOCC for its review.

1           **ADOPTED IN REGULAR SESSION THIS 26<sup>th</sup> DAY OF APRIL, 2007**  
2           **IN BROOKSVILLE, FLORIDA.**

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



3  
4  
5  
6  
7  
8           *Karen Nicolai*  
9           **KAREN NICOLAI**  
10          **CLERK**

By: *Jeff Stabins*  
11           **JEFF STABINS,**  
12           **CHAIRMAN**

13           Approved for Form  
14           and Legal Sufficiency

**OFFICIAL RECORDS**  
**BK: 2435 PG: 1264**

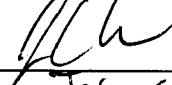
15           By: *[Signature]* 4/26/07  
16           Assistant County Attorney

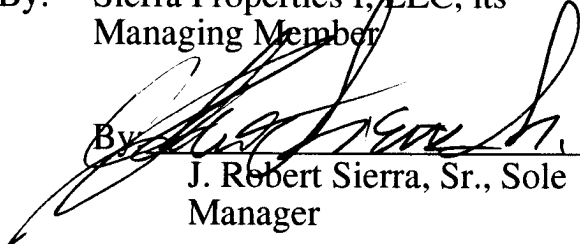
**ACCEPTED AND AGREED TO:**


The Developer, on behalf of itself and as authorized agent for the owners of the Property, hereby accepts and agrees to all terms, conditions and restrictions contained in the Development Order set forth above and further agrees to be bound by same for ourselves, our heirs, successors and/or assigns as long as this Development Order remains effective. Notwithstanding anything herein, the terms, conditions and restrictions shall terminate when this Development Order expires unless the Development Order expressly provides for the term, condition or restriction to remain in effect following the expiration of the Development Order.

**Witnessed:**

**HICKORY HILL, LLC (DEVELOPER)**

  
\_\_\_\_\_  
John C. White 4/26/07  
[print name, title and date]

By: Sierra Properties I, LLC, its  
Managing Member  
  
\_\_\_\_\_  
J. Robert Sierra, Sr., Sole  
Manager

  
\_\_\_\_\_  
Geoffrey T. Kirk 4/26/07  
[print name, title and date]

**Schedule of Exhibits**

**OFFICIAL RECORDS  
BK: 2435 PG: 1266**

- 1
- 2
- 3 Exhibit A - Legal Description
- 4 Exhibit B - Agent Authorizations
- 5 Exhibit C - Map H Series, Master Development Plan (dated 01-26-05, last revised
- 6 11-02-06)
- 7 Exhibit D - Hickory Hill Water and Sewer Service Agreement
- 8 Exhibit E - Agreement between Developer and Hernando County School Board
- 9 Exhibit F - Hickory Hill Good Neighbor Policy

10  
11 FINAL (4/26/07)  
12

EXHIBIT A

LEGAL DESCRIPTION:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

AND

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; AND THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

AND

THE NORTHEAST 1/4; THE NORTH 1/2 OF THE NORTHWEST 1/4; THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

AND

ALL OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA.

AND

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA.

AND

ALL, LESS THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY AND LESS RIGHT-OF-WAY FOR INTERSTATE 75.

AND

THE WEST 1/2; THE NORTHEAST 1/4; THE NORTH 3/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4; ALL IN SECTION 24, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY AND LESS RIGHT-OF-WAY FOR INTERSTATE 75.

AND

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 LESS A PARCEL DESCRIBED AS: BEGINNING AT A POINT 50 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION AND PROCEEDING IN A NORTHEASTERLY DIRECTION TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION, THEN SOUTH TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE WEST TO THE POINT OF BEGINNING; AND THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING EAST OF THE RIGHT-OF-WAY OF I-75 (STATE ROAD 93); AND THE WEST 50 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; AND THE WEST 50 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 LYING EAST OF THE RIGHT-OF-WAY OF I-75 (STATE ROAD 93); AND THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 LYING EAST OF THE RIGHT-OF-WAY OF I-75 (STATE ROAD 93). AND THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; ALL IN SECTION 26, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

TOGETHER WITH:

THE NORTH 1950 FEET OF THE WEST 1/2 OF SECTION 26, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA.  
CONTAINING 118.65 ACRES, MORE OR LESS.

AND

THE WEST 300 FEET OF THE WEST 1/2 OF SECTION 26, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS THE NORTH 1950 FEET OF THE WEST 1/2 OF SAID SECTION 26 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

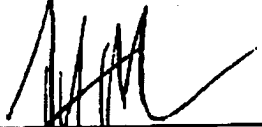
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 23 SOUTH, RANGE 20 EAST, THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 26, N00°15'24"W, 79.99 FEET TO THE NORTH RIGHT-OF-WAY OF STATE ROAD S-422 AND THE POINT OF BEGINNING; THENCE N00°15'24"W, 2583.19 FEET ALONG THE WEST BOUNDARY OF SAID SECTION 26; THENCE CONTINUE ALONG SAID WEST BOUNDARY N00°14'01"W, 701.80 FEET; THENCE S88°48'13"E, 300.09 FEET; THENCE S00°14'01"E, 694.25 FEET; THENCE S00°15'24"E, 2585.38 FEET TO THE NORTH RIGHT-OF-WAY OF STATE ROAD S-422; THENCE ALONG SAID RIGHT-OF-WAY N89°49'39"W, 300.01 FEET TO THE POINT OF BEGINNING.  
CONTAINING 22.61 ACRES, MORE OR LESS.

**EXHIBIT B**  
**Agent Authorizations**

**OFFICIAL RECORDS**  
**BK: 2435 PG: 1269**

**NOTARIZED AUTHORIZATION**

I, Robert M. Thomas, am President of Two Rivers Ranch Inc. and Hickory Hills Land Company, which owns the real property described in Question 5, and which is the subject of this Development of Regional Impact application. This notarized authorization indicates that I am aware of and concur with the development of the Hickory Hill DRI as described in this application for development approval and designate Hickory Hill, LLC, King Engineering Associates, Inc., and Jacob Varn, Esquire, as Authorized Agents.



Robert M. Thomas

Two Rivers Ranch, Inc. & Hickory Hills Land Company  
40 Ranch Road  
Thonotosassa, Florida 33592

Before me personally appeared, Robert M. Thomas, personally known to me or produced \_\_\_\_\_ as identification, and who executed the foregoing for the purposes therein expressed, all on this 22nd day of March 2005.

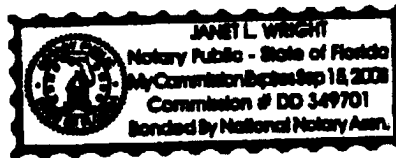


Notary Public, State of Florida

Print Name: Janet L. Wright

Commission No. DD 349701

Commission Expires:  
(Notary Stamp or Seal)





**NOTARIZED AUTHORIZATION**

I, Gordon G. MacDonald, own a portion of the real property described in Question 5 below, which is the subject of this Development of Regional Impact application. This notarized authorization indicates that I am aware of and concur with the development of the Hickory Hill DRI as described in this application for development approval and designate Hickory Hill, LLC, King Engineering Associates, Inc., and Jacob Varn, Esquire, as Authorized Agents.

  
Gordon G. MacDonald

1600 South MacDill Avenue  
#303  
Tampa, Florida 33629

Before me personally appeared, Gordon G. MacDonald, personally known to me or produced ~~FLA M235-287-63~~ identification, and who executed the foregoing for the purposes therein expressed, all on this 17<sup>th</sup> day of March 2005.

  
Notary Public, State of Florida

Print Name: Paula J Engle

Commission No. DD323639

Commission Expires:  
(Notary Stamp or Seal)



EXHIBIT C

Map H Series, Master Development Plan



EXHIBIT D

Hickory Hill Water and Sewer Service Agreement

**HICKORY HILL  
WATER AND SEWER  
SERVICE AGREEMENT**

This WATER AND SEWER SERVICE AGREEMENT (herein "AGREEMENT") is made and entered into this 20<sup>th</sup> day of April, 2007, by and between HERNANDO COUNTY WATER AND SEWER DISTRICT, a body corporate and politic, (herein "DISTRICT") and HICKORY HILL, LLC, a Florida limited liability company (herein "HICKORY HILL").

**RECITALS**

WHEREAS, HICKORY HILL is presently proceeding with the planning of the development of approximately one thousand seven hundred fifty (1,750) residential units, sixty three (63) holes of golf, fifty thousand (50,000) square feet of commercial/retail/office and related facilities and amenities to be known as Hickory Hill (herein "PROJECT"); and

WHEREAS, the legal description of the PROJECT is attached hereto as Exhibit A; and

WHEREAS, the parties have entered into this AGREEMENT to delineate, make certain and define each of their obligations and responsibilities with respect to: (1) a potable water supply, production, treatment and distribution system; and (2) a wastewater collection, treatment and transmission system; and

WHEREAS, with the improvements provided for herein, the DISTRICT will have a potable water system and a wastewater system capable of providing a potable water service and sanitary sewer service, respectively, to the PROJECT; and

WHEREAS, the parties are desirous of entering into an agreement pursuant to which the DISTRICT shall provide potable water and sanitary sewer service to the PROJECT.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$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 undertakings and agreements herein set forth and contained, the parties hereto covenant and agree each with the other as follows:

**AGREEMENT**

1. **RECITALS**. The above Recitals are true and correct and form a material part of this AGREEMENT.
2. **EXHIBITS**. The following exhibits are incorporated into this AGREEMENT by reference hereto:

Exhibit A. Legal description of the PROJECT.

Exhibit B. Potable Water Connection and Wastewater Connection.

Exhibit C. Letter of Dedication (example)

Exhibit D. Easement Exhibit (example)

Exhibit E. Projected Costs of Water and Wastewater Improvements

Exhibit F. Projected Costs of Reclaimed Water Improvements

Exhibit G. Depiction of Reclaimed Water Transmission Line

**3. POTABLE WATER SUPPLY PRODUCTION, TREATMENT AND DISTRIBUTION SYSTEM.**

**3.01 On-site Potable Water Distribution System.** HICKORY HILL agrees to construct the on-site potable water distribution system in phases for the PROJECT. HICKORY HILL shall install, at its expense and without any credits against water connection fees, all distribution lines, fittings, fire hydrants, back-flow prevention devices and other potable water distribution facilities necessary to serve the PROJECT at build out. The on-site potable water distribution system shall be constructed and installed in accordance with Florida Department of Environmental Protection (herein "FDEP) Regulations and Hernando County Codes and Standards, as may be applicable and pertaining thereto. Once HICKORY HILL has met all applicable terms and conditions of this AGREEMENT, the DISTRICT agrees to thereafter provide continuous potable water service of sufficient pressure and capacity to serve the potable water supply needs of the PROJECT. Said potable water supply needs shall be defined as that

supply necessary to serve the PROJECT, in phases, and when the PROJECT is fully developed.

**3.02 Connection To District's Potable Water System.** HICKORY HILL agrees to design, permit and construct the new water main extension from the DISTRICT's existing potable water transmission system to the PROJECT's potable water connection. The new water main extension shall be constructed and installed in accordance with FDEP Regulations and Hernando County Codes and Standards, as may be applicable and pertaining thereto. The location of said connection(s) shall be approved by the DISTRICT and are conceptually illustrated in Exhibit B.

**3.03 Payment Of Water Connection Fees.** HICKORY HILL agrees to pay the DISTRICT a water connection fee or have an appropriate water connection fee credit due from the DISTRICT for each residential, commercial or other unit prior to issuance of a building permit for the unit. Water connection fee credits shall be determined in accordance with provision 3.08. Water connection fees will be paid at the DISTRICT's water connection fee rate in effect at the time payment is made.

**3.04. Plans And Specifications.** HICKORY HILL agrees to prepare or have prepared plans and specifications necessary for the construction of all potable water facilities described in this AGREEMENT. All engineering and



survey services necessary for the preparation of these plans, construction inspection and supervision, permitting, engineer's certification, and preparation and submittal of one (1) set of reproducible and two (2) sets of sealed "As Built" or "Record" drawings to the DISTRICT shall be at the expense of the HICKORY HILL. HICKORY HILL also agrees to provide the DISTRICT with a set of as-built or record drawings on computer diskette.

HICKORY HILL agrees that before the plans and specifications prepared by HICKORY HILL in accordance with this AGREEMENT are submitted for review by any regulatory body, the plans and specifications shall have been submitted to and approved by the DISTRICT. Plans and specifications shall be either approved or disapproved within ten (10) business days of the date on which such documents are submitted to the DISTRICT and approval of such plans and specifications shall not be unreasonably withheld. HICKORY HILL further agrees that it will obtain all necessary construction permits and easements before commencement of construction of the aforementioned water distribution system.

In order to qualify for credits pursuant to this Agreement, construction hereunder shall require HICKORY HILL to request bids and to award a contract to the lowest responsive and responsible bidder. DISTRICT representatives shall be notified of the opportunity to participate in bid solicitation, advertisement and

review, and to advise with respect to the selection of the lowest responsive and responsible bidder.

**3.05. Conveyance Of The Water Distribution System.** After final inspection and acceptance by the DISTRICT of the potable water facilities described in this AGREEMENT, the DISTRICT shall be responsible for all maintenance and operation of said lines and facilities without further cost to HICKORY HILL. HICKORY HILL agrees to secure a warranty bond from the contractor to repair or replace (at the option of the DISTRICT) all potable water facilities which may have construction or installation defects within a period of twelve (12) months from the date of conveyance to the DISTRICT, provided that said lines and facilities have been properly operated and maintained by the DISTRICT. HICKORY HILL shall convey said potable water lines and facilities to the DISTRICT by means of a letter of dedication, an example of which is attached hereto as Exhibit C. Further, said dedication shall specifically include all on-site facilities by plat dedication pursuant to Hernando County Subdivision Regulations. Upon acceptance, all potable water lines and facilities shall be placed by HICKORY HILL in utility easements granted to the DISTRICT or in rights-of-way provided by HICKORY HILL.

**3.06 Well Site.** HICKORY HILL shall dedicate to the DISTRICT a five (5) acre well site along Lockhart Road. The location will be mutually acceptable. In

the alternative, the DISTRICT and HICKORY HILL may elect to increase the capacity of one of the DISTRICT's existing wells on Lockhart Road. In such event, HICKORY HILL shall be responsible for all of the costs of increasing the capacity of the existing well.

**3.07 Connecting New Well To Existing System.** HICKORY HILL shall design, permit and construct a new potable well on the site provided pursuant to paragraph 3.06. In addition, HICKORY Hill shall design, permit and construct a line from the new well to the DISTRICT's existing system. The plans and specifications for the new well and transmission line described herein shall be subject to the same reviews and approvals by the DISTRICT as those for the on-site water facilities described in paragraph 3.04. If HICKORY HILL and DISTRICT elect to increase the capacity of one of the DISTRICT's existing wells as provided in provisions 3.06, HICKORY HILL shall design, permit and construct all necessary improvements to increase the capacity of the well and to connect to the existing system. All permits under provisions 3.06 and 3.07 shall be in the name of the DISTRICT and HICKORY HILL shall be the agent for the DISTRICT in seeking any permits.

**3.08 Credits Against Water Connection Fees.** In exchange for the construction of the potable water connection, new water main extension, the new potable well, the line from the new well to the DISTRICT's existing system, and

the improvements described in provisions 3.06 and 3.07 hereof, identified and contemplated in this AGREEMENT, HICKORY HILL shall be entitled to a credit for water connection fees as more particularly described below.

The amount of credit for water connection fees shall be determined according to the following standards of valuation:

A. In the case of contributions of construction or installation of improvements, the value of HICKORY HILL's proposed contribution shall be adjusted upon completion of the construction to reflect the actual cost of construction or installation of improvements experienced by HICKORY HILL. Upon completion of construction or installation of any facilities by HICKORY HILL, the DISTRICT shall be notified in writing that the construction or installation is complete and the actual cost of construction or installation. Water connection fee credits shall be based on the rate in effect at the time the written notice is received by the DISTRICT. The actual cost of construction or installation shall be mutually agreeable and neither party shall unreasonably withhold its agreement as to the actual cost. The initial estimates of costs for contributions under this AGREEMENT are set forth in Exhibit E.

B. The credit for water connection fees identified herein shall run with the property described in Exhibit A and shall not exceed the amount of water connection fees due on one hundred percent (100%) of the 1,750 single family

dwelling units, related facilities and amenities and 50,000 square feet of retail/office planned on the property. It shall be HICKORY HILL's obligation to notify the DISTRICT that a credit is available, each time HICKORY HILL applies for a building permit. All credits shall be freely assignable throughout the property.

C. The duration or availability of credits pursuant to this AGREEMENT shall be available to HICKORY HILL, its successors and/or assigns, for a period of twenty (20) years from the date of completion of construction or installation of improvements for the PROJECT.

D. HICKORY HILL shall keep or provide for retention of adequate records and supporting documentation which concern or reflect total project cost of construction or installation of any improvements. This information shall be available to the DISTRICT, for audit, inspection, or copying, for a minimum of five (5) years from the termination of this AGREEMENT.

E. Each contribution for credit by HICKORY HILL must fall into one of the following four (4) categories: (1) water supply facilities; (2) water storage facilities; (3) water treatment facilities; or (4) off-site water transmission facilities. The amount of credit for each of these categories shall not exceed the amount of the fee allocated to that category multiplied by 1,750 plus the number of ERUs

determined for the 50,000 square feet of retail/office and the associated amenities and facilities.

**3.09 Example For Determining Water Connection Fee Credits.** For purposes of illustrating how water collection fee credits shall be determined, the following example has been prepared. Assume HICKORY HILL constructs water improvements valued at the following amounts and categorized as listed: (1) water supply facilities - \$750,000; (2) water storage facilities - \$0; (3) water treatment facilities - \$0; and (4) off-site water transmission facilities - \$200,000. Also assume that at the time the foregoing improvements are completed and accepted by the County, the County's water connection fee per ERU totals \$2,500 and is broken down as follows: (1) water supply- \$500; (2) water storage - \$400; (3) water treatment - \$600; and (4) water transmission - \$1,000. HICKORY HILL will receive 1,500 ERU credits toward water supply facilities and 200 ERU credits towards water transmission facilities. HICKORY HILL receives no ERU credits towards water storage or water treatment facilities. In the event of an increase in the water connection fee or the amount allocated to any category, there will be no impact on the number of credits held by HICKORY HILL. In other words, even if the water connection fee increases, HICKORY HILL's credits will remain unchanged or unaffected.

**4. WASTEWATER TREATMENT AND COLLECTION SYSTEM.**

**4.01 On-site Wastewater Collection And Transmission System.**

HICKORY HILL agrees to construct and install, in phases, at their expense and without any credits against wastewater connection fees, an on-site wastewater collection and transmission system for the PROJECT. HICKORY HILL shall install all force mains, gravity lines, pump stations and related facilities necessary to serve the PROJECT at build out. The on-site wastewater collection and transmission system shall be constructed and installed in accordance with FDEP Regulations and Hernando County Codes and Standards, as may be applicable and pertaining thereto. Once HICKORY HILL has met all applicable terms and conditions of this AGREEMENT, the DISTRICT agrees to thereafter provide continuous wastewater treatment service to meet the needs of the PROJECT. Said wastewater needs shall be defined as that service necessary to serve the PROJECT when the PROJECT is in phases and when the PROJECT is fully developed.

**4.02 Connection To DISTRICT's Wastewater System.** HICKORY

HILL agrees to construct and install, at their expense, approximately 20,000 feet of sewer force main from the PROJECT (wastewater connection), including lift stations, to the nearest point of connection to the DISTRICT's Ridge Manor Subregional Treatment Plant (Ridge Manor WWTP) system. The DISTRICT shall have the responsibility for obtaining all easements, which are necessary for constructing and installing said sewer force main and lift stations from the

PROJECT to the DISTRICT's wastewater system. HICKORY HILL agrees to connect the PROJECT's on-site wastewater collection and transmission system to the DISTRICT's wastewater system at location(s) approved by the DISTRICT as shown in Exhibit B. Right-of-way permits for utility construction will be required for any use of county rights-of-way. Any land through which such main is constructed shall be owned by either Hernando County or the DISTRICT or a sufficient interest therein shall be held by the DISTRICT.

**4.03 Payment Of Wastewater Connection Fees.** HICKORY HILL agrees to pay the DISTRICT a wastewater connection fee or have an appropriate wastewater connection fee credit from the DISTRICT for each residential, commercial or other unit prior to issuance of a building permit for the unit. Wastewater connection fee credits shall be determined in accordance with provision 4.06. Wastewater connection fees will be paid at the DISTRICT's wastewater connection fee rate in effect at the time payment is made.

**4.04 Plans And Specifications.** HICKORY HILL agrees to prepare or have prepared plans and specifications necessary for the construction of all on-site and off-site wastewater facilities described in this AGREEMENT. All engineering and survey services necessary for the preparation of these plans, construction inspection and supervision, permitting, engineer's certification, and preparation and submittal of one (1) set of reproducible and two (2) sets of sealed "As Built" or



“Record” drawings to the DISTRICT shall be at the expense of HICKORY HILL. HICKORY HILL also agrees to provide the DISTRICT with a set of “As built” or “record” drawings on computer diskette.

HICKORY HILL agrees that before the plans and specifications prepared by HICKORY HILL in accordance with this AGREEMENT are submitted for review by any regulatory body, the plans and specifications shall have been submitted to and approved by the DISTRICT. Plans and specifications shall be either approved or disapproved within ten (10) business days of the date on which such documents are submitted to the DISTRICT and approval of such plans and specifications shall not be unreasonably withheld. HICKORY HILL further agrees that it will obtain all necessary construction permits before commencement of construction of the aforementioned wastewater collection and transmission system.

In order to qualify for credits pursuant to this Agreement, construction hereunder shall require HICKORY HILL to request bids and to award a contract to the lowest responsive and responsible bidder. DISTRICT representatives shall be notified of the opportunity to participate in bid solicitation, advertisement and review, and to advise with respect to the selection of the lowest responsive and responsible bidder.

**4.05 Conveyance Of The Wastewater Collection And Transmission Systems.** After final inspection and acceptance by the DISTRICT of the off-site

wastewater transmission system and the on-site wastewater collection and transmission system, the DISTRICT shall be responsible for all maintenance and operation of said lines and facilities without further cost to HICKORY HILL. HICKORY HILL agrees to secure a warranty bond from the contractor to repair or replace (at the option of the DISTRICT) any wastewater transmission lines, pump stations and other facilities which may have construction or installation defects for a period of twelve (12) months from the date of conveyance to the DISTRICT, provided that said lines, pump stations and facilities have been properly operated and maintained by the DISTRICT. HICKORY HILL shall convey all on-site and off-site lines, pump stations and facilities to the DISTRICT by means of a letter of dedication, an example of which is attached hereto as Exhibit C. Further, said dedication shall specifically include all on-site facilities by plat dedication pursuant to Hernando County Subdivision Regulations. Upon acceptance, all on-site lines, pump stations and other facilities shall be placed by HICKORY HILL in utility easements granted to the DISTRICT or in rights-of-way provided by HICKORY HILL.

**4.06 Credits Against Wastewater Connection Fees.** In exchange for the construction and installation of the off-site wastewater collection and transmission system, and the sewer force main, including lift stations, identified and

contemplated in this AGREEMENT, HICKORY HILL shall be entitled to a credit for wastewater connection fees as more particularly described below.

The amount of credit for wastewater connection fees shall be determined according to the following standards of valuation:

A. In the case of contributions of construction or installation of improvements, the value of HICKORY HILL's proposed contribution shall be adjusted upon completion of the construction to reflect the actual cost of construction or installation of improvements experienced by HICKORY HILL. Upon completion of construction or installation of any facilities by HICKORY HILL, the DISTRICT shall be notified in writing that the construction or installation is complete and the actual cost of construction or installation.

Wastewater connection fee credits shall be based on the rate in effect at the time the written notice is received by the DISTRICT. The actual cost of construction or installation shall be mutually agreeable and neither party shall unreasonably withhold its agreement as to the actual cost. The initial estimate of costs for contributions under this AGREEMENT is detailed in Exhibit E.

B. The credit for wastewater connection fees identified herein shall run with the property described in Exhibit A and shall not exceed the amount of wastewater connection fees due on one hundred percent (100%) of the 1,750 single family dwelling units, related facilities and amenities and 50,000 square feet of

retail/office planned on the property. It shall be HICKORY HILL's obligation to notify the DISTRICT that a credit is available, each time HICKORY HILL applies for a building permit. All credits shall be freely assignable throughout the property.

C. The duration or availability of credits pursuant to this AGREEMENT shall be available to HICKORY HILL, its successors and/or assigns, for a period of twenty (20) years from the date of completion of construction or installation of improvements for the PROJECT.

D. HICKORY HILL shall keep or provide for retention of adequate records and supporting documentation which concern or reflect total project cost of construction or installation of any improvements. This information shall be available to the DISTRICT, for audit, inspection, or copying, for a minimum of five (5) years from the termination of this AGREEMENT.

E. Each contribution for credit by HICKORY HILL must fall into one of the following three (3) categories: (1) subregional wastewater treatment facilities; (2) subregional wastewater off-site transmission; or (3) non-subregional off-site facilities. The amount of credit for each of these categories shall not exceed the amount of the fee allocated to that category multiplied by 1,750 plus the number of ERUs determined for the 50,000 square feet of retail/office and the associated amenities and facilities.

**4.07 Examples Of Determining Wastewater Connection Fee Credits.**

For purposes of illustrating how wastewater collection fee credits shall be determined, the following example has been prepared. Assume HICKORY HILL constructs wastewater improvements valued at the following amounts and categorized as listed: (1) subregional wastewater treatment facilities - \$750,000; (2) subregional wastewater offsite transmission facilities - \$180,000 or (3) non-subregional off-site facilities - \$240,000. Also assume that at the time the foregoing improvements are completed and accepted by the County, the County's wastewater connection fee per ERU totals \$3,500 and is broken down as follows: (1) subregional wastewater treatment facilities - \$2,000; (2) subregional wastewater off-site transmission facilities - \$900; and (3) non-subregional off-site facilities - \$600. HICKORY HILL will receive 375 ERU credits toward subregional wastewater treatment; 200 ERU credits towards subregional wastewater off-site transmission facilities and 400 ERU credits towards non-subregional off-site facilities. In the event of an increase in the wastewater connection fee or the amount allocated to any category, there will be no impact on the number of credits held by HICKORY HILL. In other words, even if the wastewater connection fee increases, HICKORY HILL's credits will remain unchanged or unaffected.

**5. RECLAIMED WATER.**

**5.01 Overview.** HICKORY HILL has a need for at least an annual average of one million gallons per day (1 mgd) of reclaimed water. The DISTRICT would like to provide reclaimed water to the PROJECT, subject to the available flows into the Ridge Manor WWTP ("Plant") and thus depending on the rate of development in the Plant's service area. In order to provide reclaimed water to the PROJECT, various improvements will be necessary, including improvements to the Plant, new transmission main and pump stations.

HICKORY HILL has applied for cooperative funding through the Southwest Florida Water Management District (SWFWMD) to assist in the costs for the proposed reclaimed water system. HICKORY HILL intends to proceed with the PROJECT regardless of availability of funding through SWFWMD.

The parties understand that the DISTRICT's supply obligation hereunder is based upon and shall correspond with wastewater flows into the Plant and that, if other areas in the Plant's service area do not develop at a rate comparable to HICKORY HILL, the DISTRICT's obligations hereunder shall be based upon flows into the Plant.

Based upon and qualified by the foregoing, the DISTRICT agrees that the supply commitment herein shall be effective for a period of twenty (20) years from the date that reclaimed water service is initially made available to the point of delivery for the PROJECT. To the extent that available flows permit supply of

more than one million gallons per day of reclaimed water, the DISTRICT shall give HICKORY HILL written notice of a first right of refusal of such excess flows at then-current rates as set by the DISTRICT's governing body with due consideration to operation and maintenance costs. If HICKORY HILL does not affirmatively agree to accept any amount of excess flows by written response within ninety (90) days of notice, the DISTRICT may supply such excess flows to any other property in the Plant's service area, whether or not such supply would utilize any portion of the transmission lines constructed hereunder by HICKORY HILL.

**5.02 Improvements to Ridge Manor WWTP.** The Ridge Manor WWTP currently operates as a Class I facility with a FDEP approved capacity of 0.75 mgd. It is anticipated that the DISTRICT will upgrade the facility in the future to 3.0 mgd as part of its Capital Improvement Program (CIP), based on development needs in the Plant's service area. In order to generate reclaimed water in compliance with the FDEP requirements, the DISTRICT will have to make improvements to the Plant. These improvements include designing, constructing, permitting, filters, additional instrumentation controls, transfer pumps and ancillary equipment and will be paid for by HICKORY HILL. These proposed improvements and estimated costs are shown on Exhibit "F".

**5.03 Reclaimed Water Transmission Main.** HICKORY HILL will be responsible for designing, permitting and constructing an estimated 20,000 linear feet (lf) of reclaimed water transmission line (as depicted in Exhibit "G") that will connect the Plant to the designated point of delivery adjacent to the HICKORY HILL project, which line shall be sized to facilitate committed and first refusal right flows hereunder. This pipeline will be paid for by HICKORY HILL and shall be installed in conjunction with the proposed wastewater force main to the PROJECT. In order to qualify for credits pursuant to this Agreement, construction hereunder shall require HICKORY HILL to request bids and to award a contract to the lowest responsive and responsible bidder. DISTRICT representatives shall be notified of the opportunity to participate in bid solicitation, advertisement and review, and to advise with respect to the selection of the lowest responsive and responsible bidder.

**5.04 Hickory Hill Receiving Ponds and Pump Stations.** HICKORY HILL will be responsible for designing, permitting and constructing three (3) lined ponds, one (1) transfer pump station and three (3) master reclaimed water pump stations. The three ponds shall be sized to cumulatively accommodate a minimum of three days of reclaimed water storage on-site for the PROJECT. Three (3) master pump stations will be located at each of the lined ponds to convey reclaimed water to the respective golf course irrigation systems as well as to



accommodate the other irrigation needs of the community (e.g. residential, common areas, etc). One (1) transfer pump station will be located at Pond "A" to transfer the reclaimed water received from Ridge Manor WWTP to Ponds "B" and "C".

The DISTRICT shall be responsible for independently providing storage necessary for wet weather conditions or for effluent water from the Ridge Manor WWTP that does not comply with FDEP requirements, except to the extent that the parties agree otherwise in a written modification of this Agreement.

**5.05 On-site Reclaimed Distribution System.** HICKORY HILL agrees to be responsible for designing, permitting and constructing an on-site reclaimed transmission system for the PROJECT. Reclaimed water lines will be provided for golf courses as well as to accommodate the other irrigation needs of the community (e.g. residential, common areas, etc). This on-site portion of reclaimed distribution system will be constructed in phases on a schedule consistent with the phased construction of the PROJECT.

**5.06 Right of Way and Easements.** To the maximum extent practical and feasible, HICKORY HILL shall locate all off-site lines for reclaimed water in right-of-way owned or controlled by the DISTRICT or HERNANDO COUNTY. In the event it is necessary to utilize a route through privately owned property, HICKORY HILL shall make good faith efforts to acquire said right-of-way

through the privately owned property. In the event HICKORY HILL is unsuccessful in acquiring the right-of-way, HICKORY HILL shall advise the DISTRICT in writing and the DISTRICT shall be responsible for acquiring the right-of-way or designating a new route for HICKORY HILL to utilize.

**5.07 Maintenance of System.** The DISTRICT shall be responsible for the maintenance and operation of the improvements at the Ridge Manor WWTP and the reclaimed water improvements up to the point of delivery to HICKORY HILL. All operation and maintenance beyond the point of delivery shall be the responsibility of HICKORY HILL. If grant funding is provided by SWFWMD, HICKORY HILL shall be responsible for establishing an escrow account for future maintenance.

**5.08 Plans And Specifications.** HICKORY HILL agrees to prepare or have prepared plans and specifications necessary for the construction of all on-site and off-site reclaimed facilities described in this AGREEMENT. All engineering and survey services necessary for the preparation of these plans, construction inspection and supervision, permitting, engineer's certification, and preparation and submittal of one (1) set of reproducible and two (2) sets of sealed "As Built" or "Record" drawings to the DISTRICT shall be at the expense of HICKORY HILL.

HICKORY HILL also agrees to provide the DISTRICT with a set of "As built" or "record" drawings on computer diskette. HICKORY HILL agrees that

before the plans and specifications are submitted for review by any regulatory body, the plans and specifications shall have been submitted to and approved by the DISTRICT. Review of the plans and specifications shall occur on 30, 60, 90 and 100% intervals.

Plans and specifications shall be either approved or disapproved within ten (10) business days of the date on which such documents are submitted to the DISTRICT and approval of such plans and specifications shall not be unreasonably withheld. HICKORY HILL further agrees that it will obtain all necessary construction permits before commencement of construction of the aforementioned reclaimed system.

The reclaimed water system shall be constructed and installed in accordance with FDEP regulations and Hernando County Codes and Standards, as may be applicable and pertaining thereto. Upon DISTRICT acceptance of construction of off-site facilities, HICKORY HILL shall execute and deliver appropriate documents of dedication of such facilities to the DISTRICT. The dedication shall expressly assign any applicable warranties. To the extent warranties are not assignable, the DISTRICT may require that delivery of dedication instruments be made only at the end of any warranty period or after the completion of any work under the warranty, whichever is later.

**5.09 Cost Allocation & Reimbursement of Improvements.** HICKORY

HILL shall provide for all design, permitting, easements, and construction costs associated with the improvement for which it is responsible as identified above.

Upon execution of this AGREEMENT, HICKORY HILL and the DISTRICT will apply jointly to SWFWMD for grant funding of the projects. Each party agrees to assist in successfully obtaining grant funds from SWFWMD. All payments received from SWFWMD shall be reimbursed to HICKORY HILL within 14 days of receipt by the DISTRICT.

**5.10 Cost of Water.** Exhibit "F" has defined the projected costs to the DISTRICT in order for it to convey the reclaimed water to the PROJECT. These costs are based on the projected operational costs of the DISTRICT. These costs include increased staffing, chemical, laboratory testing and electrical costs. All other costs will be borne by HICKORY HILL as stipulated in this AGREEMENT. The DISTRICT has established an initial unitary rate of \$0.26 per 1,000 gallons of reclaimed water delivered to the PROJECT, subject to approval by the DISTRICT's governing body. Such rate may be amended from time to time by the DISTRICT's governing body as may be justified by operating and maintenance costs, pursuant to advertisement, public notice and hearing thereon, pursuant to the DISTRICT's Operating and Rate Ordinance.

The actual amount of reclaimed water supplied shall be determined from the master meter located at a point of delivery. If, at a future date once supplies to the Project have begun, the parties determine that each may mutually benefit from storage of excess supply on the HICKORY HILL property, the parties shall negotiate any appropriate credits to HICKORY HILL for such storage.

**5.11 Responsibilities of the DISTRICT.** The DISTRICT shall maintain and operate the reclaimed facilities identified and contemplated in this AGREEMENT. Upon initial supply of reclaimed water to HICKORY HILL, and except in cases where reclaimed supply is interrupted by circumstances beyond the DISTRICT's control, the DISTRICT agrees to maintain and operate the reclaimed facilities for a minimum of twenty years from the initial date of reclaimed supply, provided that HICKORY HILL is in compliance with its responsibilities hereunder, including but not limited to payment of rates, as amended from time to time, based on the amount of reclaimed water supplied to the point of delivery, as further provided and qualified herein.

## **6. GENERAL PROVISIONS.**

**6.01 Compliance With Ordinance.** The DISTRICT and HICKORY HILL agree that this AGREEMENT acknowledges a request for potable water, reclaim water and wastewater service from the DISTRICT. This AGREEMENT further provides terms hereof which constitute the response to HICKORY HILL's request

for potable water, reclaim water and wastewater treatment services and the availability of such service is based upon the terms of this AGREEMENT. This AGREEMENT constitutes a formal commitment from the DISTRICT to HICKORY HILL to provide potable water, reclaim water and wastewater treatment services to HICKORY HILL. Potable water, reclaim water and wastewater treatment services as outlined in this AGREEMENT are contingent upon the DISTRICT's final acceptance of the potable water, reclaim water and wastewater transmission lines and facilities as well as the receipt of connection fees as specified in this AGREEMENT. The DISTRICT shall accept said facilities so long as they are built in accordance with the provisions of this AGREEMENT and certified by an engineer licensed by the State of Florida to have been built substantially in accordance with the approved plans and specifications.

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

**6.03 Right-Of-Way.** To the maximum extent practical and feasible, HICKORY HILL shall locate all off-site lines for water, reclaim water and wastewater in right-of-way owned or controlled by the DISTRICT or

HERNANDO COUNTY. In the event it is necessary to utilize a route through privately owned property, HICKORY HILL shall make good faith efforts to acquire said right-of-way through the privately owned property. In the event HICKORY HILL is unsuccessful in acquiring the right-of-way, HICKORY HILL shall advise the DISTRICT in writing and the DISTRICT shall be responsible for acquiring the right-of-way or designating a new route for HICKORY HILL to utilize. The costs incurred in acquiring the right-of-way shall be entitled to a credit for connection fees.

**6.04 Oversizing.** The DISTRICT shall have the right, in its sole discretion to require HICKORY HILL to oversize (other than what is needed for the projected flows of the PROJECT or the minimum size required by DISTRICT standards) HICKORY HILL's water, reclaim water and wastewater lines and facilities provided for herein. Provided, however, that such request must be made by the DISTRICT concurrent with the DISTRICT's review of the first construction plans, so that HICKORY HILL's planning, engineering and design of the affected utility infrastructure is not unreasonably delayed and the DISTRICT reimburses HICKORY HILL for the cost of such oversizing within thirty (30) days after substantial completion of the affected infrastructure.

**6.05 Failure To Perform.** The parties agree that failure or delay of the DISTRICT or HICKORY HILL in performing any of the terms of this

AGREEMENT shall be excused if and to the extent the failure or delay is caused by acts of God, wars, fires, strikes, floods, weather, or any law, ordinance, rule or regulations, or the order or action of any court or agency or instrumentality of any government, or any other cause or causes beyond the control of HICKORY HILL or the DISTRICT.

**6.06 Agency Approvals.** Potable water, reclaim water and wastewater service by the DISTRICT is contingent upon applicable federal, state and county regulatory agency permits and approvals. Should federal, state or local permits and/or approvals for service to the PROJECT be denied or withheld, this AGREEMENT shall be null and void.

**6.07 Indemnification.** HICKORY HILL agrees to protect, indemnify and hold the DISTRICT harmless from all liabilities resulting from injuries or damages to persons or property caused by the act, omission or negligence of HICKORY HILL's servants, agents, or employees arising out of the installation of water, reclaim water and wastewater facilities by HICKORY HILL.

**6.08 Miscellaneous.** This AGREEMENT may not be changed, orally, but only by instrument in writing signed by the parties. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope of intent of this AGREEMENT or the paragraphs or provisions herein. Failure of either party to exercise any right or power given



hereunder, or to insist upon compliance by the other party with its obligations set forth herein, shall not constitute a waiver of either parties right to demand strict compliance with the terms and provision of this AGREEMENT. Neither party shall declare the other in default of the provision of this AGREEMENT without giving the other party at least thirty (30) days advance written notice of intention to do so, during which time the other parties shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

**6.09 Pre-Construction Conference.** A pre-construction conference for both on-site water, reclaim water and wastewater construction as well as off-site water, reclaim water and wastewater construction shall be held by HICKORY HILL and the DISTRICT shall be notified of said conferences and be allowed to attend and make comments.

**6.10 Notification Of Inspector.** HICKORY HILL's engineer shall notify the DISTRICT to arrange for the DISTRICT's inspector to be present when actual connection is made to both the DISTRICT's water, reclaim water and wastewater lines.

**6.11 Severability.** In the event any one or more provisions contained in this AGREEMENT shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any

other provision hereof and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.


**6.12 Assignment.** This AGREEMENT may be assigned by HICKORY HILL only with the prior consent of the DISTRICT, which shall not be unreasonably withheld. The request for prior consent shall be requested at least thirty (30) days prior to said assignment.

**6.13 Binding Effect.** This AGREEMENT shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

**6.14 Cooperation.** Each party shall fully cooperate with and assist the other in obtaining and complying with all necessary permits, consents, and approvals as required by law for each party's operations, to be performed under this AGREEMENT. Each party's cooperation with the other shall include, but not be limited to, the execution and consent to the filing of any necessary documents and applications with governmental agencies to accomplish the purposes set forth in this AGREEMENT, including seeking financial assistance for the planning, design or construction of the water, reclaim water and wastewater facilities described herein. Each party shall comply with the terms and conditions of all applicable permits as they may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this  
26<sup>th</sup> day of April, 2007. **SIGNED, SEALED and**  
**DELIVERED** in the presence of:

**HERNANDO COUNTY WATER  
AND SEWER DISTRICT**

 Attest  
Karen Nicolai  
Karen Nicolai  
Clerk of the Circuit Court

By: [Signature]  
Chairperson

**HICKORY HILL, LLC**

By: Sierra Properties I, LLC, its Managing Member

By: [Signature]  
J. Robert Sierra, Sr., Sole Manager  
President

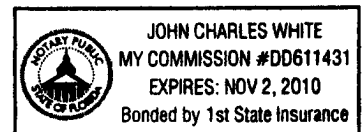
STATE OF FLORIDA  
COUNTY OF HERNANDO

This foregoing instrument was acknowledged before me this 26th day of April, 2007  
by J. Robert Sierra, Sr. Sole Manager of Sierra Properties I, LLC, the Managing Member of  
Hickory Hill, LLC. He is personally known to me ~~or has produced~~  
~~(type of ID) as identification~~ and did (did not) take an  
oath.

(SEAL)

[Signature]  
Notary Public, State of \_\_\_\_\_

My Commission expires



**FOR THE USE AND RELIANCE OF HERNANDO COUNTY ONLY.  
APPROVED AS TO FORM ONLY.**



---

Kent Weissinger  
Assistant County Attorney

**Exhibits**

- A. Legal description of PROJECT.
- B. Potable Water Connection and Wastewater Connection.
- C. Letter of Dedication (example).
- D. Perpetual Utility Easement (example).
- E. Projected Costs of Water and Wastewater Improvements
- F. Projected Costs of Reclaimed Water Improvements
- G. Depiction of Reclaimed Water Transmission Line

1774011v12 - Hickory Hill Water, Sewer And Reclaimed Water 4 16 07

EXHIBIT A

LEGAL DESCRIPTION:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

AND

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4; AND THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

AND

THE NORTHEAST 1/4; THE NORTH 1/2 OF THE NORTHWEST 1/4; THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

AND

ALL OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA.

AND

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA.

AND

ALL, LESS THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY AND LESS RIGHT-OF-WAY FOR INTERSTATE 75.

AND

THE WEST 1/2; THE NORTHEAST 1/4; THE NORTH 3/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4; ALL IN SECTION 24, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY AND LESS RIGHT-OF-WAY FOR INTERSTATE 75.

AND

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 LESS A PARCEL DESCRIBED AS: BEGINNING AT A POINT 50 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION AND PROCEEDING IN A NORTHEASTERLY DIRECTION TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION, THEN SOUTH TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE WEST TO THE POINT OF BEGINNING; AND THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING EAST OF THE RIGHT-OF-WAY OF I-75 (STATE ROAD 93); AND THE WEST 50 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; AND THE WEST 50 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 LYING EAST OF THE RIGHT-OF-WAY OF I-75 (STATE ROAD 93); AND THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 LYING EAST OF THE RIGHT-OF-WAY OF I-75 (STATE ROAD 93). AND THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; ALL IN SECTION 26, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

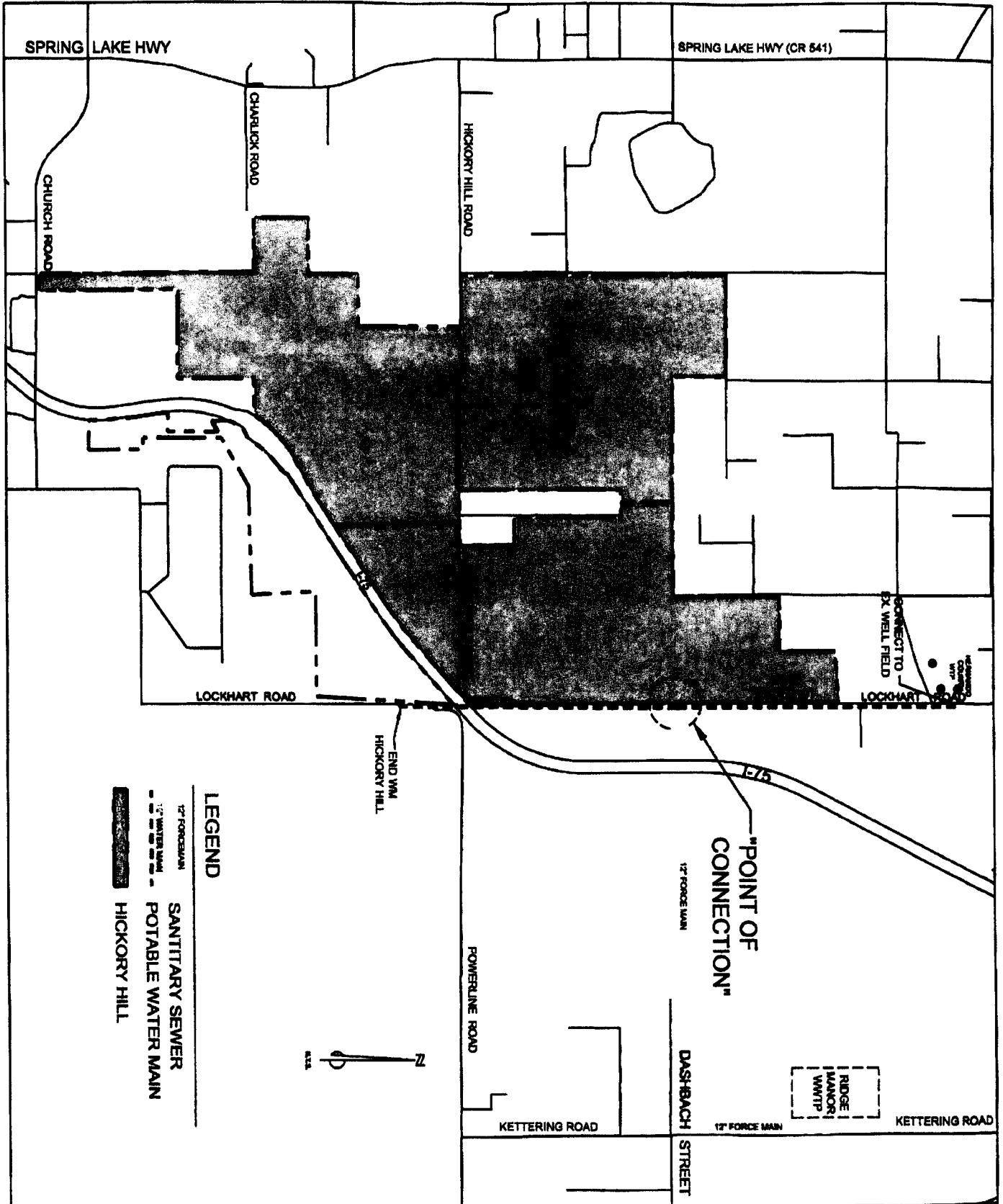
TOGETHER WITH:

THE NORTH 1950 FEET OF THE WEST 1/2 OF SECTION 26, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA.  
CONTAINING 118.85 ACRES, MORE OR LESS.

AND

THE WEST 300 FEET OF THE WEST 1/2 OF SECTION 26, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA, LESS THE NORTH 1950 FEET OF THE WEST 1/2 OF SAID SECTION 26 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 23 SOUTH, RANGE 20 EAST, THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 26, N00°15'24"W, 79.99 FEET TO THE NORTH RIGHT-OF-WAY OF STATE ROAD S-422 AND THE POINT OF BEGINNING; THENCE N00°15'24"W, 2583.19 FEET ALONG THE WEST BOUNDARY OF SAID SECTION 26; THENCE CONTINUE ALONG SAID WEST BOUNDARY N00°14'01"W, 701.80 FEET; THENCE S88°48'13"E, 300.09 FEET; THENCE S00°14'01"E, 694.25 FEET; THENCE S00°15'24"E, 2585.38 FEET TO THE NORTH RIGHT-OF-WAY OF STATE ROAD S-422; THENCE ALONG SAID RIGHT-OF-WAY N88°48'39"W, 300.01 FEET TO THE POINT OF BEGINNING.  
CONTAINING 22.61 ACRES, MORE OR LESS.



**LEGEND**

12" FORCE MAIN  
12" WATER MAIN

SANITARY SEWER  
POTABLE WATER MAIN  
HICKORY HILL



EXHIBIT <b>B</b> DATE: 08/15	<table border="1"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>CHK. BY</th> <th>REVISION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	DATE	BY	CHK. BY	REVISION																	<p><b>Coastal</b> Engineering Planning Surveying Environmental Construction Management</p> <p>888 Cambridge Boulevard - Orlando, Florida 32801 (407) 768-9433 - Fax (407) 768-2799 85-0001-02</p>	<p>POTABLE WATER AND SANITARY SEWER LINE "POINT OF CONNECTION"</p> <p>HICKORY HILL HERNANDO COUNTY, FLORIDA</p>
	DATE	BY	CHK. BY	REVISION																			



EXHIBIT C

Hernando County Utilities Department  
21030 Cortez Boulevard  
Brooksville, FL 34601

OFFICIAL RECORDS  
BK: 2435 PG: 1311

**Letter of Dedication**

**KNOW ALL MEN BY THESE PRESENTS:**

That *(Developer Name)* a *(Corporation, Governing Body, etc.)* organized and existing under and by virtue of the laws of the State of Florida, having its principal place of business in the City of *(City)* -and County of *(County)* - in the State of Florida, of the first part, for and in consideration of the sum of *(See Note 1)* Dollars (\$\_ ), in lawful money (and other good and valuable considerations unto it moving) to it paid by the Hernando County Utilities Department, of the City of Brooksville, County of Hernando, and State of Florida, of the second part, the sufficiency and receipt of which is hereby acknowledged by it, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the party of the second part, *(Description of the facilities to be Dedicated)* and assigns all those certain goods and chattels, described as follows:

*Project Name*

*County System Connecting To:*

**LIST OF MATERIALS (See Note 2)**

<i>Item</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Prices</i>	<i>Extended Price</i>
1)					
2)					

TO HAVE AND TO HOLD the same unto the party of the second part, Hernando County Utilities Department and assigns forever. And the party of the first part, for itself and its successors, hereby covenants to and with the party of the second part Hernando County Utilities Department, and assigns that it is the lawful owner of the said goods and chattels; that they are free from all liens and encumbrances; that it has good right to sell the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed by its officer, hereunto duly authorized, this day of 2

By:

*(Signature)*

Typed Name:

Typed Title:

Signed, sealed and delivered in the presence of:

Witnesses:

*(Signature)*

*(Signature)*

Typed Name:

Name typed:

State of Florida

County of

The foregoing instrument was acknowledged before me this day of 2\_ by who is personally known to me or has produced (*Type of identification*) as identification and who did/did not take an oath.

Name typed:

Notary Public:

My Commission expires:

*Note 1: \$ 10. 00 typical dollar amount.*

*Note 2. If item is too lengthy, create an Exhibit "A ". Put name of project, date, etc, on Exhibit "A 'for reference,*

**EXHIBIT D**  
**GRANT OF PERPETUAL**  
**UTILITY EASEMENT**

THIS GRANT OF PERPETUAL UTILITY EASEMENT, made this \_\_\_\_ day of \_\_\_\_\_ A.D. 2003, between, \_\_\_\_\_, whose address is 18106 Powell Road, Brooksville, FL, 34609, here and after referred to as "GRANTOR", and HERNANDO COUNTY WATER AND SEWER DISTRICT, a body corporate and politic, whose address is 21030 Cortez Boulevard, Brooksville, FL 34601, hereinafter referred to as "GRANTEE",

WHEREAS, \_\_\_\_\_, are the owners of the following described property: 2.3 Acres MOL in NE ¼ of NW ¼ of Section 17, Township 23 South, Range 19 East as described in the official records of Hernando County, Florida, Book 1130, Page 69 and Book 1294, Page 1213. Property Appraiser's Number R17 423 19 0000 0180 0020.

NOW THEREFORE, in consideration of ten dollars, receipt whereof is hereby acknowledged, and other good and valuable consideration, said, GRANTOR grants to GRANTEE as follows:

THAT, the GRANTOR hereby grants and conveys a perpetual easement to GRANTEE for the construction, survey, operation, maintenance, repair, removal or replacement of county-owned utilities in, over and upon the above described property of GRANTOR, more particularly described as the eastern fifteen feet parallel with the eastern property boundary of the parcel and a five-foot wide strip of property running parallel with the proposed southerly right-of-way line of Powell Road as shown in Exhibit "A" a boundary survey by TMC Surveying, 310 East Jefferson Street, Brooksville, FL 34601 dated April 8, 2003 and certified to Michael Ray, attached on said lands of the GRANTOR, together with all rights of ingress and egress across the land of GRANTOR necessary for the exercise of the rights of GRANTEE under this easement.

THAT, the GRANTEE in consideration of easement from GRANTOR, shall restore the property to original or better condition following installation and/or maintenance of the waterline.

IN WITNESS WHEREOF, GRANTOR has executed this Grant of Perpetual Utility Easement on the date first written above.

SIGNED, SEALED, and DELIVERED in our presence:

\_\_\_\_\_  
Witness  
By: \_\_\_\_\_

\_\_\_\_\_  
Witness  
By: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2003, \_\_\_\_\_, who is personally known to me or who have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2003, \_\_\_\_\_, who is personally known to me or who have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

This document produced by:  
Hernando County Utilities Department  
21030 Cortez Boulevard  
Brooksville, FL 34601

EXHIBIT E

PROJECTED COSTS OF WATER AND WASTEWATER IMPROVEMENTS

I. WATER

A. Well, Pump and Water Line From Wellsite to Water Treatment Plant

**Project Name:** Lockhart Rd. Raw Water Line to Water Treatment Plant  
**Project Description:** Design, permitting & construction of 16-inch well, pump and 3,300 LF of 12-inch PVC raw water line from Hickory Hill wellsite to Lockhart Rd. WTP.  
**Cost:** Design: \$100,000  
Construction: \$475,000  
**TOTAL \$575,000**

B. Potable Transmission to Hickory Hill Point of Connection

**Project Name:** Lockhart Road Transmission System  
**Project Description:** Design, permitting & construction of 8200 LF of 20-inch DIP on Lockhart Rd. from the WTP to Hickory Hill.  
**Cost:** Design: \$232,000  
Construction: \$1,314,000  
**TOTAL \$1,546,000**

II. WASTEWATER

A. Forcemain

**Project Name:** Hickory Hill Force Main Transmission to Ridge Manor Project  
**Project Description:** 14,500 LF 12-inch force main from Hickory Hills to RM SWWTP to transmit wastewater flows from Hickory Hill to the RM SWWTP.  
**Cost:** Design: \$156,000  
Construction: \$884,000  
**TOTAL: \$1,040,000**

**EXHIBIT F**  
**PROJECTED COSTS OF RECLAIMED WATER IMPROVEMENTS**

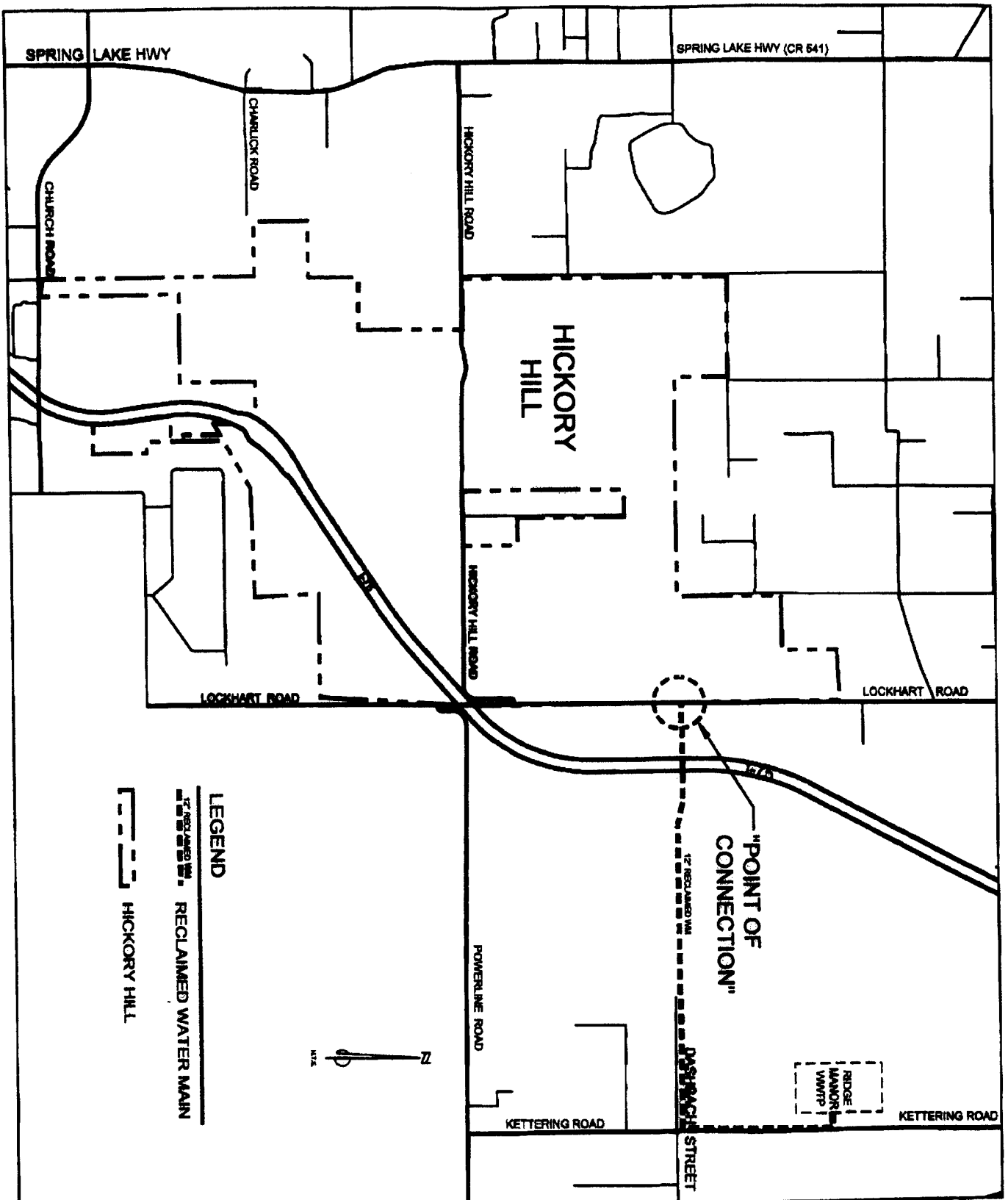
**A. Plant Retrofit**

**Project Name:** Ridge Manor SWWTP Reclaimed Water Facilities  
**Project Description:** Retrofit Ridge Manor SWWTP with reclaimed water treatment facilities, at developer's expense. This will provide reclaimed water for the Hickory Hill subdivision.  
**Cost:** Design: \$250,000  
Construction: \$1,550,000  
**TOTAL \$1,800,000**

**B. Transmission Line to Hickory Hill Point of Connection**

**Project Name:** Ridge Manor Reclaimed Water Trans to Hickory Hill  
**Project Description:** Reclaimed 15,000 LF 12-inch PVC water transmission line from Ridge Manor SWWTP to Hickory Hill  
**Cost:** Design: \$230,000  
Construction: \$1,522,500  
**TOTAL \$1,752,500**

EXHIBIT G



DATE	BY	REV. NO.	REVISION

THIS PLAN IS THE PROPERTY OF COASTAL ENGINEERING, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF COASTAL ENGINEERING, INC.

**Coastal** Engineering  
 Planning  
 Surveying  
 Environmental  
 Construction Management

680 Coonhollow Boulevard • Spring Hill • Florida 34401  
 (352) 790-0423 • Fax (352) 790-0380  
 800-992-5142



RECLAIMED WATER TRANSMISSION LINE  
 "POINT OF CONNECTION"

HICKORY HILL  
 HERNANDO COUNTY, FLORIDA

EXHIBIT E

**AGREEMENT BETWEEN THE SCHOOL BOARD OF HERNANDO COUNTY,  
FLORIDA AND SIERRA PROPERTIES, I, LLC FOR ADVANCES ON  
EDUCATIONAL IMPACT FEES**

The Hernando County School Board, a Political Subdivision of the State of Florida (hereinafter referred to as the "School Board"), and Sierra Properties I, LLC, a Florida Limited Liability Company, and its assigns (hereinafter referred to as "Sierra") agree as follows:

**WITNESSETH:**

WHEREAS, Sierra is the owner and developer of Hickory Hill, a development of regional impact (DRI), located in Hernando County, Florida; and

WHEREAS, the Hernando County, Florida, Board of County Commissioners has adopted an educational impact fee ordinance, Chapter 23, sections 23-64 through 23-76, Hernando Code; and

WHEREAS, the educational impact fee ordinance requires the payment of impact fees upon the issuance of a building permit for the construction of a residential unit; and

WHEREAS, the Board is in need of the impact fees generated by new development prior to development impact in order to have sufficient time to create the student stations that will be generated by the new development; and

WHEREAS, Sierra has agreed to advance a portion of the educational impact fees to be generated by its development in order to assist the School Board in meeting the demand for student stations.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the undersigned parties agree as follows:

1. The above recitals are true and correct and are herewith incorporated as part of this Agreement.

2. Upon recordation of the first final plat in the development, Sierra shall advance the amount of \$703,890.00 to the County Commission, which shall in turn advance the payment to the School Board. This first plat will include one hundred sixty-five (165) residential dwelling units / lots. This advance shall fully satisfy the educational impact fees for the 165 units / lots and such amount shall be credited to Sierra by the County. If the education impact fee should increase from the time this Agreement is executed to the time the first final plat is recorded, the advanced amount herein shall be adjusted to an amount equal to the total of all educational impact fees effective as of that date. Other than noted herein, no other education impact fees will be payable on the lots / units within this first plat.

3. Sierra also agrees that upon recordation of each subsequent plat after the first plat, that it shall pay an advance of the educational impact fees in effect at the time of the respective plat recordation for 50% of the residential units / lots in said plat. This advance shall satisfy 50% of the educational impact fees for the first half of the total number of units / lots in said plat and such amount shall be credited to Sierra based on the rate advanced at plat recordation. The balance of the education impact fees will be paid when the building permit application is filed and shall be in an amount equal to the then prevailing rate. As an example, Sierra records a plat for phase 2, which has one hundred(100) lots/units. At the time of recordation, Sierra shall pay the total education impact fees for fifty(50) residential units/lots based on the fee amount in effect at the recordation date. Thereafter, when an application for a building permit for a unit/lot other than the fifty(50) credited to Sierra is filed, the applicant shall pay the education impact fee as of the date the application for the building permit is filed.

4. Any advances or other pre-payments under the terms of this Agreement are the property of the School Board and be may used by it as it deems fit to meet its capital needs. The School Board will endeavor to use these fees for schools on the east side of Hernando County. The east side of Hernando County is generally described as the area east of U.S. 41. The School Board has no obligation to repay these advances or payments to Sierra for any reason, including if the development fails. The School Board agrees, however, that any advances of educational impact fees shall vest in the residential lots / units to which they apply.

5. The School Board and Sierra acknowledge that the Hernando County, Florida, Board of County Commissioners is responsible for the assessment and collection of educational impact fees pursuant to its ordinance. The parties shall cooperate with the County to implement the terms of this Agreement.

6. Either party to this Agreement shall be entitled to reimbursement of all attorneys' fees and costs reasonably incurred in the successful enforcement of its rights hereunder in any judicial proceeding relating thereto. Venue for any such proceedings shall be brought in the 5<sup>th</sup> Judicial Circuit in and for Hernando County, Florida.

7. This Agreement: (a) represents the full Agreement of the parties with respect to its subject matter; (b) shall be construed according to the laws of the State of Florida; (c) shall not be amended, modified or terminated, except in writing executed by the affected parties; and (d) shall be liberally construed to effect its purposes without regard to any rule of construction relating to the principal drafting hereof.

8. The provisions hereof shall be severable, and in the event any provision is found to be unenforceable, the remaining provisions shall be enforced as if the unenforceable provision had never been included.

9. This Agreement shall be effective upon acceptance of the Agreement by the School Board in an open duly noticed public meeting.



10. The obligations assumed by the parties in this Agreement shall be binding upon any successors in interest.

11. Any notices sent pursuant to this Agreement must be sent to:

Hernando County School Board  
Executive Director, Facility and Support Operations Division  
8016 Mobley Road  
Brooksville, Florida 34601

Kenneth B. Crews  
Sierra Properties I, LLC  
509 Guisando de Avila, Suite 200  
Tampa, FL 33613

IN WITNESS WHEREOF, the parties hereunder set their hands and seals on this the 9 day of January, 2006.

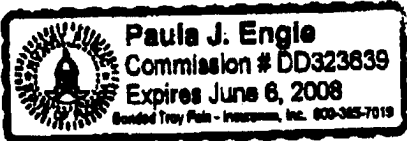
Sierra Properties I, LLC,  
A Florida Limited Liability Company,

Kenneth B. Crews  
Signature  
Kenneth B. Crews  
Printed Name  
C.O.O.  
Title

COUNTY OF HERNANDO  
STATE OF FLORIDA

SUBSCRIBED and sworn to before me, by Kenneth B. Crews, who is personally know to me or has produced \_\_\_\_\_ as identification and who did take an oath on this the 9<sup>th</sup> day of January, 2006.

Paula J. Engle  
NOTARY PUBLIC Signature  
Paula J. Engle  
NOTARY PUBLIC - Printed Name



DD323639  
Commission Number

June 6, 2008  
Commission Expiration Date

IN WITNESS WHEREOF, the parties hereunder set their hands and seals on this the 18 day of JANUARY, 2006.

Hernando County School Board  
A Political Subdivision of the State of Florida

Jim Malcolm  
By: Jim Malcolm  
Its: Chairman

STATE OF FLORIDA

COUNTY OF HERNANDO

SUBSCRIBED and sworn to before me, by Jim Malcolm, of the Hernando County School Board, its Chairman, who is personally know to me or has produced as identification and who did take an oath on this the 18 day of JANUARY, 2006.

Celienid Rivera  
NOTARY PUBLIC - Signature

CELIENID RIVERA  
NOTARY PUBLIC - Printed Name

CELIENID RIVERA  
Notary Public, State of Florida  
Commission Number  
My comm. exp. Aug. 25, 2008  
Comm. No. DD 350010  
Commission Expiration Date

#1792137v1

Jan 10 2006 9:05AM

BETH ENDERS HCSB PURCHAS  
Fax: 813-969-0128

OFFICIAL RECORDS-6  
BK: 2435 PG: 1321  
Jan 9 2006 16:48 P.06

OFFICIAL RECORDS  
BK: 2435 PG: 1321

June 6, 2008  
Commission Expiration Date

IN WITNESS WHEREOF, the parties hereunder set their hands and seals on this the  
\_\_\_\_ day of \_\_\_\_\_, 2006.

Hernando County School Board  
A Political Subdivision of the State of Florida

By: Jim Malcolm  
Its: Chairman

STATE OF FLORIDA

COUNTY OF HERNANDO

SUBSCRIBED and sworn to before me, by Jim Malcolm, of the Hernando  
County School Board, its Chairman, who is personally know to me or has produced  
\_\_\_\_\_ as identification and who did take an oath on this the \_\_\_\_ day of  
\_\_\_\_\_, 2006.

\_\_\_\_\_  
NOTARY PUBLIC - Signature

\_\_\_\_\_  
NOTARY PUBLIC - Printed Name

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
Commission Expiration Date

01792137v1

Approved as to form  
[Signature] 1/10/ae  
George Cousser, HCSB

EXHIBIT F

Hickory Hill Good Neighbor Policy

## HICKORY HILL GOOD NEIGHBOR POLICY

### OBJECTIVES OF THE HICKORY HILL GOOD NEIGHBOR POLICY

Standard well mitigation requirements are applied to every WUP issued by SWFWMD as part of the Standard Conditions section of the permit. These mitigation requirements are very general and leave much to interpretation. Essentially the burden of proof is on SWFWMD to demonstrate that there is a water related issues with either existing legal users (neighbors wells) and/or environmental features (i.e. wetlands, lake levels, base flow to streams). These conditions are not specific to the types of mitigation or the timetable within which action needs to occur. This leaves a significant part of the process to negotiation between the District and the permittee. This can be a time consuming process that may leave an impacted neighbor without water for an unacceptable period of time.

Projected drawdown at Hickory Hill in the Floridan aquifer is minimal and is not anticipated to have any impact to adjacent wells. However, the "Hickory Hill Good Neighbor Policy" would appear in the Special Conditions section of the WUP. This permit condition specifies in great detail the actions and timing that are required if well related complaints are received by surrounding homeowners of the Hickory Hill project. The actions are clear and it puts the burden of proof on the permittee to demonstrate to the District that impacts to surrounding wells are not caused by Hickory Hill pumpage (i.e. drought conditions, poorly constructed wells). If it cannot be demonstrated adequately that Hickory Hill is not the cause to the District, then mitigation is to occur with timeframes specified in the special permit condition.

### PROPOSED HICKORY HILL GOOD NEIGHBOR POLICY

1. The "Hickory Hill Good Neighbor Policy" will include existing adjacent legal water users (neighborhood wells) within a preset radius from Hickory Hill production wells;
2. In order for adjacent legal water users to qualify for the "Hickory Hill Good Neighbor Policy", a survey of their domestic well must be completed before the Hickory Hill wells are put into service. The survey will include, but is not limited to: location; size of well; type and power of pump; date constructed; total depth; cased depth; water quality; and other pertinent data to help determine baseline conditions;
3. If the District receives a well complaint (water levels or water quality) within from a homeowner who is qualified by this condition, the permittee will make every reasonable effort to contact the complainant within 24 hours and initiate an investigation within 72-hours;

4. A report from a registered Professional will be submitted to the District within 10-days of completing the well investigation. The report will address the nature of the complaint and render an opinion on whether Hickory Hill pumpage has caused the impact;
5. The District will render an opinion on cause and effect and determine whether it will require the permittee to mitigate the impact. Mitigation could include drilling a new well, connecting to the potable water supply system, new pumps, deepening of wells or filters for sediment;
6. The permittee will submit a follow-up report to the District detailing the implemented mitigation strategy within 30-days of completion.