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**DEVELOPMENT ORDER**  
**LAKE HIDEAWAY DEVELOPMENT OF REGIONAL IMPACT**  
**HERNANDO COUNTY, FLORIDA**

**WHEREAS**, Lake Hideaway Trust (the "Owner") owns approximately 885 acres located in Hernando County, lying west of Weeping Willow Street, east of US Hwy 19, south of Hexam Road, and north of Star Road (the "Property") and which is legally described in **Exhibit A** attached hereto and made a part hereof; and,

**WHEREAS**, the Owner intends to develop itself or to sell, bargain, transfer, succeed or assign its interests in the Property to a land developer (the "Developer") to develop the Property in accordance with this Development Order; and,

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

**WHEREAS**, in June 2006, an Application for Development Approval ("ADA") for the Lake Hideaway Development of Regional Impact ("Lake Hideaway DRI") was filed with the County; and,

**WHEREAS**, pursuant to the ADA, it is proposed that the Property may be developed to include up to 2,400 single family units, up to 1,300 multifamily units, up to 50,000 square feet of retail commercial, up to 150,000 square feet of office; 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**, 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 Lake Hideaway DRI; and

**WHEREAS**, on January 17, 2008, the WRPC met and approved the Regional Report and Recommendation relative to the Lake Hideaway DRI (the "WRPC Report"); and,

**WHEREAS**, the Hernando County Board of County Commissioners ("BOCC") has scheduled a hearing on February 13, 2008 to consider the ADA for the Lake Hideaway DRI; and,

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

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

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

Note: This document was presented for Recording containing SOME ENTRIES THAT ARE OF POOR QUALITY AND MAY NOT BE LEGIBLE.





1 (1) Name: The name of the development is “Lake Hideaway.” The  
2 development of regional impact, as approved by this Development Order, may be referred to as  
3 the “Lake Hideaway DRI” or as the “Development” (as the context dictates).

4  
5 (2) Authorized Agent: Lake Hideaway Trust may designate one or more  
6 authorized agents to act on its behalf.

7  
8 (3) Principal Entities:

9  
10 (a) Lake Hideaway Trust is the Owner of the Property and is the  
11 principal entity pursuing the Application for Development Approval for the Lake Hideaway DRI.

12  
13 (b) The term “Developer” (as used throughout this Development  
14 Order) or “Developer of record” shall refer to that person, persons, entity or entities which has  
15 lawfully acquired the rights to develop the Property in accordance with the terms of this  
16 Development Order. Acquired shall be construed broadly and shall include, without limitation,  
17 sale, bargain, donation, transfer, succession, assignment or combination thereof and regardless of  
18 whether same was voluntary or involuntary (*i.e.* insolvency, liquidation, bankruptcy).

19  
20 (c) Lake Hideaway Trust has represented, and the County has  
21 materially relied upon said representations: (i) that it is current owner of the Property; (ii) the  
22 Developer of the Property may be some person(s) or entity(ies) other than Lake Hideaway Trust;  
23 (iii) Lake Hideaway Trust understands and agrees that this Development Order shall be binding  
24 upon them and their heirs, successors and/or assigns, and including the Developer, as accepted  
25 and agreed to on the last page hereof; and (iv) this Development Order shall be recorded and  
26 shall run with the land.

27  
28 (4) ADA: The ADA (as defined in Section 3 below) for the Lake Hideaway  
29 DRI is hereby approved subject to the terms of this Development Order.

30  
31 (5) Development Description: The Lake Hideaway DRI will be developed as  
32 a master planned community with residential uses, compatible commercial and office uses and  
33 associated amenities, uses and facilities as provided for in this Development Order. At build out,  
34 and subject to the conditions and restrictions herein, there will be up to 2,400 single family units,  
35 up to 1,300 multifamily units, up to 50,000 square feet of retail commercial, up to 150,000  
36 square feet of office. It is anticipated that development will commence as provided in Section  
37 1(F)(10)(c) below and continue through build-out.

38  
39 (6) Required Specific Findings of Fact:

40  
41 (a) Assuming full compliance with the terms of this Development  
42 Order, the BOCC specifically finds that the Lake Hideaway DRI DRI does not unreasonably  
43 interfere with the achievements of the objectives of the adopted state land development plan for  
44 the portion of Hernando County where the Property is located.

45  
46 (b) Assuming full compliance with the terms of this Development  
47 Order, the BOCC specifically finds that Lake Hideaway DRI is consistent with the State  
48 Comprehensive Plan as contained in Chapter 187, Fla. Stat. (2006).

49  
50 (c) BOCC specifically finds that Lake Hideaway DRI to be consistent  
51 with the County’s adopted Comprehensive Plan and with the County’s land development  
52 regulations, subject to the terms of this Development Order.  
53

1 (d) Assuming full compliance with the terms of this Development  
2 Order, the BOCC specifically finds that Lake Hideaway DRI is consistent with the WRPC  
3 Report issued pursuant to § 380.06(12), Fla. Stat. (2006).

4  
5 (7) Legal Description: The legal description of the Property is contained in  
6 **Exhibit A**.

7  
8 (8) Monitoring Procedures: The monitoring procedures are set forth in  
9 Section 4 below.

10 (9) Documents/Materials Incorporated Herein By Reference:

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

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

15 (c) Map H Series, Master Development Plan, as last revised on  
16 February 2008, is attached as **Exhibit B** to this Development Order and shall be incorporated  
17 into this Development Order by reference and made a part hereof.

18 (d) Lake Hideaway DRI Water and Sewer Service Agreement, upon its  
19 execution by Lake Hideaway Trust and the County, following and subject to adoption by the  
20 BOCC, shall be incorporated into this Development Order by Reference and made a part hereof.

21 (10) Compliance Dates:

22 (a) The Developer shall have commenced development (as defined in  
23 Section 1(F)(10)(c)(iii) below) with the development approved herein within four (4) years of the  
24 Effective Date of this Development Order; provided, however, that the County may extend such  
25 commencement date for good cause (to include adverse market conditions), as set forth below.

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

28 (c) Termination Date of the Development Order:

29 (i) This Development Order shall expire on December 31,  
30 2020, unless extended by an amendment to this Development Order duly enacted by the BOCC  
31 at a public meeting and otherwise in conformance with § 380.06, Fla. Stat., as such section may  
32 be amended or renumbered.

33 (ii) In the event the Developer fails to have commenced  
34 development within four (4) years of the Effective Date of this Development Order, unless this  
35 time is extended by the BOCC for good cause (to include adverse market conditions), then all  
36 approvals hereunder shall terminate and this Development Order shall have no further force or  
37 effect.

38 (iii) “Commence development” for purposes of this  
39 Development Order shall mean that the Developer shall have constructed or cause to be  
40 constructed any site grading or clearing, infrastructure, roadways, or vertical development.  
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1 (11) Project Build-out Date and Phasing Build out Dates: The build-out for the  
2 project shall be December 31, 2013, unless extended pursuant to § 380.06, Fla. Stat, as amended  
3 from time to time, or other applicable law. Notwithstanding the foregoing, if the Developer is in  
4 compliance with (and not otherwise in breach of) this Development Order as of November 1,  
5 2013 and the Developer has timely notified the County in writing prior to this date that it  
6 requests an extension of the build-out date for any period up to seven (7) years, then the County  
7 agrees that such request for an extension of the build-out date (of less than seven (7) years) shall  
8 not be deemed a substantial deviation to this Development Order, and shall be granted for good  
9 cause shown (to include adverse market conditions).

10  
11 (12) Down-zoning; Density Reduction; or Intensity Reduction: Absent the  
12 County demonstrating that substantial changes in the conditions underlying the approval of this  
13 Development Order have occurred, or that this Development Order was based on substantially  
14 inaccurate information provided by the Developer, or that the change is clearly established by the  
15 County to be essential to the public health, safety, or welfare, then the Lake Hideaway DRI shall  
16 not be subject to down-zoning, unit density reduction, or intensity reduction from the Effective  
17 Date of this Development Order until the developments approvals granted hereunder terminate  
18 pursuant to Section 1(F)(10)(c) above.

19  
20 (13) Reporting: On or before February 1<sup>st</sup> of each year following the adoption  
21 year of this Development Order, the Developer, at the Developer's sole expense, shall prepare  
22 and file an Annual Report with the County and applicable review agencies in accordance with §  
23 § 380.06(15)(c)4 and 380.06(18), Fla. Stat. and Rule 9J-2.025(7), Fla. Admin. Code and Section  
24 5 of this Development Order.

25  
26 **SECTION 2 – CONCLUSIONS OF LAW**

27  
28 (A) Review: The BOCC's review of the ADA for the Lake Hideaway DRI has been  
29 conducted pursuant to the provisions of § 380.06, Fla. Stat.

30  
31 (B) ADA: The ADA for the Lake Hideaway DRI, as modified by this Development  
32 Order, is hereby deemed in substantial compliance with the requirements of § 380.06, Fla. Stat.  
33 and Rule Chapter 9J-2, Fla. Admin. Code.

34  
35 (C) Required Specific Conclusions of Law:

36  
37 (1) Assuming full compliance with the terms of this Development Order, the  
38 BOCC specifically concludes that the Lake Hideaway DRI does not unreasonably interfere with  
39 the achievements of the objectives of the adopted state land development plan for the portion of  
40 Hernando County where the Property is located.

41  
42 (2) Assuming full compliance with the terms of this Development Order, the  
43 BOCC specifically concludes that Lake Hideaway DRI is consistent with the State  
44 Comprehensive Plan as contained in Chapter 187, Fla. Stat. (2006).

45  
46 (3) BOCC specifically concludes that Lake Hideaway DRI to be consistent  
47 with the County's adopted Comprehensive Plan as amended, and with the County's land  
48 development regulations, subject to the terms of this Development Order.

49  
50 (4) Assuming full compliance with the terms of this Development Order, the  
51 BOCC specifically concludes that Lake Hideaway DRI is consistent with the WRPC Report  
52 issued pursuant to § 380.06(12), Fla. Stat. (2006).

1 (D) No Waiver or Exception: The provisions of this Development Order shall not be  
2 construed as a waiver or exception of any rule, regulation or ordinance of Hernando County, its  
3 departments, agencies or commissions, or of any state or federal department, agency or  
4 commission having jurisdiction except where such exception is expressly stated therein. Lake  
5 Hideaway DRI shall be developed in accordance all applicable County Ordinances, rules, and  
6 regulations, specifically including, but without limitation, the County’s land development  
7 regulations, zoning, subdivision regulations, utility ordinances, and building codes; any other  
8 ordinance regulating developments within Hernando County; provided, however, that the  
9 Development shall be developed to be consistent with and in accordance with this Development  
10 Order; and further provided any rights vested by this Development Order shall not be affected.  
11

12 (E) Development Approval: This Development Order constitutes final approval for  
13 the Developer to develop the Property (as described in **Exhibit A**) subject to and in strict  
14 accordance with the terms of this Development Order, and as provided on Map H Series, Master  
15 Development Plan (**Exhibit B**) for up to 2,400 single family units, up to 1,300 multifamily units,  
16 up to 50,000 square feet of retail commercial, up to 150,000 square feet of office.<sup>1</sup>  
17

18 (F) Developer Ensuring Adequate Provision for Public Facilities: Pursuant to §  
19 380.06(15), Fla. Stat., the development approved under this Development Order is further  
20 conditioned upon the Developer being financially responsible for ensuring the adequate  
21 provision for the public facilities needed to accommodate the impacts of the Development, as  
22 specified in Sections 3 and 4 below.  
23

24 **SECTION 3 – GENERAL CONDITIONS AND RESTRICTIONS**  
25

26 (A) The Application: the “Application” shall consist of all of the following:  
27

28 (1) The Application for Development Approval for the Lake Hideaway  
29 Development of Regional dated June 2006 together with all attachments thereto.  
30

31 (2) The Lake Hideaway Development of Regional Impact First Sufficiency  
32 Response dated August 2006 together with all attachments thereto.  
33

34 (3) The Lake Hideaway Development of Regional Impact Second Sufficiency  
35 Response dated February 2007, together with all attachments thereto.  
36

37 (4) The Lake Hideaway Development of Regional Impact Third Sufficiency  
38 Response dated July 2007, together with all attachments thereto.  
39

40 (5) The Lake Hideaway Development of Regional Impact Fourth Sufficiency  
41 Response dated November 2007, together with all attachments thereto.  
42

43 (6) Hernando County Planning Department Concurrency Application filed by  
44 Lake Hideaway Trust on February 4, 2008.  
45

46 (B) The Lake Hideaway DRI shall be developed in accordance with the information,  
47 data, plans, and commitments contained in the Application unless otherwise directed by the terms  
48 of this Development Order.  
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<sup>1/</sup> In addition to the specific Development Approvals listed herein, the Lake Hideaway DRI may accommodate governmental uses and educational facilities as provided for in this Development Order.

1 (C) The Developer shall be bound by all of the representations and promises  
2 contained in the Application (as defined in Section 3(A) above) and upon which the County  
3 materially relied in adopting this Development Order. In the event of any conflict between any  
4 document attached to this Development Order or incorporated by reference herein, this  
5 Development Order shall supersede and control.  
6

7 (D) In the event of a conflict between this Development Order and any County land  
8 use regulation or ordinance, this Development Order shall supersede and control. This  
9 notwithstanding, any applicable County Ordinance containing additional details or regulations,  
10 which do not conflict with the provisions of this Development Order, shall govern the actions of  
11 the Developer in connection with this Development.  
12

13 (E) As used herein, any reference to “directly affected agencies and department”,  
14 “appropriate state agencies”, “applicable state agency”, “other appropriate agencies” or  
15 comparable terms used for any state or local government (other than the County) or entities  
16 thereof shall mean those state or legal entities which have applicable laws or rules over the  
17 subject matter being reviewed, approved or determined.  
18

19 (F) When any state or local entity exercises its right to review, approve or determine,  
20 as provided herein, its actions shall be governed by the criteria and standards set forth in their  
21 rules, regulations or ordinances duly promulgated or adopted pursuant to their legal authority.  
22 Provided, however, nothing herein shall be construed to confer jurisdiction on any state or local  
23 government unit, including the County if said jurisdictional authority does not otherwise exist  
24 under that entities’ applicable laws or rules.  
25

26 (G) The Developer shall not be required to meet any standard or criteria unless  
27 specifically set forth herein or duly promulgated or adopted.  
28

29 (H) Finally, nothing herein shall be construed as preventing the County from  
30 coordinating and consulting with any federal, state, regional or local governments as the County  
31 deems appropriate.  
32

#### 33 **SECTION 4 – SPECIFIC CONDITIONS AND RESTRICTIONS**

##### 34 (A) ENVIRONMENTAL

##### 35 (1) General:

36 (a) Environmental Management Plan. The Developer, at the  
37 Developer’s sole expense, shall prepare and maintain an Environmental Management Plan  
38 (“EMP”). As a general description, the EMP is the umbrella document/plan which addresses, or  
39 attempts to address, all of the various environmental, wildlife and preservation issues as such  
40 matters are detailed in the subsections below. The EMP shall be initially submitted to the  
41 County Planning Department and appropriate state agencies for review and approval as required  
42 under applicable law or the terms of this Development Order at the time the first conditional plat  
43 is submitted, and if revised shall be updated at the time of submission of each subsequent  
44 conditional plat. The information contained in the EMP, as updated from time to time, shall be  
45 included in the Annual Report as provided in Section 5 of this Development Order. Sub-parts of  
46 the EMP include, without limitation:  
47  
48  
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50

- 51 ● Stormwater Pollution Prevention Plan (“SWPPP”) per  
52 Section 4(A)(2)(b);  
53

- Wildlife Habitat Management Plan (“WHMP”) per Section 4(A)(4)(b);
- Pet Management Plan (“PMP”) per Section 4(A)(4)(c);
- Passive Recreation Plan (“PRP”) per Section 4(A)(4)(d).

(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) Geotechnical Analysis. A geotechnical report prepared by a qualified professional shall be used in the design and layout of the Lake Hideaway project, and shall be submitted to the County at time of and in connection with the conditional platting of each phase in order to ascertain that the Developer has used its best efforts to avoid adverse impacts to sensitive karst and subsurface features in the overall project design and layout of the Lake Hideaway DRI.

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

(b) Drainage, Stormwater and Groundwater:

(i) SWPPP. As part of the overall EMP, the Developer, at the Developer’s sole expense, shall prepare a SWPPP (previously defined) upon filing of each set of construction plans for the Development incorporating requirements such as: (i) clearing and grading areas only as they are being prepared for construction; (ii) stabilizing areas immediately after construction completion; and, (iii) potential limiting of watering for dust control at the time of construction due to hydrologic conditions and Southwest Florida Water Management District (“SWFWMD”) warnings.

(ii) Stormwater/drainage retention areas (“DRAs”), including either ‘wet’ or ‘dry’ DRAs shall be designed and constructed according to accepted engineering practices and all applicable regulatory standards.

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



1 (iv) Soil boring(s) shall be used to verify that a minimum of  
2 five feet (5') of suitable soil cover is maintained between each DRA bottom and any subsurface  
3 limestone rock strata, limestone pinnacles or potential karst connections. In the event another  
4 regulatory agency with jurisdiction requires a greater separation depth than 5', compliance with  
5 that agency's greater depth shall be required.  
6

7 (v) Periodic Inspections: Once the on-site surface water  
8 management system is constructed in accordance with SWFWMD permit requirements, the  
9 Developer's engineer shall certify that the on-site surface water management system is in  
10 substantial conformity with the local and state regulations. Thereafter, periodic inspections shall  
11 be conducted to ensure that the system is being properly maintained in keeping with its permitted  
12 design, and is capable of accomplishing the permitted level of stormwater storage/treatment for  
13 which it was designed and intended. The results of the periodic inspections shall be signed and  
14 sealed by the appropriate professional and included in the Developer's Annual Report submitted  
15 pursuant to Section 5 of this Development Order.  
16

17 (c) Wetlands:  
18

19 (i) The Developer shall protect wetland areas through a  
20 combination of (i) Best Management Practices; (ii) SWFWMD ERP permitting criteria; (iii)  
21 compliance with the rules and regulations of the U.S. Environmental Protection Agency (EPA);  
22 (iv) NPDES compliance; (iv) no net wetland loss; (v) a wetland/upland buffer with an minimum  
23 width of one hundred and fifty feet (150') around Whitehurst Pond measured from the High  
24 Water Mark and which buffer shall remain undisturbed except as otherwise provided in the  
25 approved Passive Recreation Plan; (vi) the provision of augmentation of wetland buffers by  
26 aquatic plantings; and (vii) conservation easements.  
27

28 (ii) The Developer shall protect on-site surface waters from  
29 construction impacts through various measures, including the use of staked hay bales and silt  
30 screen fences, in order to protect wetlands from erosion and sediment transport.  
31

32 (d) Flood Plains:  
33

34 (i) The Developer shall comply with the County's Flood Plain  
35 Management Ordinance and SWFWMD regulations.  
36

37 (ii) The Developer shall use the best available data regarding  
38 flood plains/flood-prone areas, as authorized by law and accepted by SWFWMD and the County  
39 at the time of construction plans approval.  
40

41 (iii) The Developer shall preserve the designated areas in and  
42 around Whitehurst Pond in accordance with the approved WHMP (per Section 4(A)(4)(b)) and  
43 the approved PRP (per Section 4(A)(4)(d)).  
44

45 (e) Grounds Maintenance:  
46

47 (i) The Developer agrees to record covenants, conditions and  
48 restrictions ("CC&Rs") which shall require that where the use of pesticides and/or chemicals are  
49 necessary for grounds maintenance within the Development (specifically including open spaces  
50 and common areas), such pesticides and chemicals shall be used sparingly and only in  
51 accordance with BMPs and provisions of the Florida Yards and Neighborhoods Program. These  
52 CC&Rs shall be recorded at the time of approval of each final subdivision plat against those  
53 portions of the Development subject to such plat. Furthermore, the Developer agrees that during  
54 the period of ownership or control of all portions of the Development where the use of pesticides

1 and/or chemicals are necessary for grounds maintenance with those portions of the Development  
2 it continues to own or control, such pesticides and chemicals shall be used sparingly and only in  
3 accordance with BMPs and the provisions in this Section.  
4

5 (ii) The Developer shall provide educational materials (such as  
6 those produced through the Florida Yards and Neighborhoods Program, through the County  
7 Extension Office and other appropriate entities) to project residents of appropriate landscape  
8 design, installation and maintenance practices for the protection of environmental resources and  
9 water conservation.

10 (f) Ground and Surface Water Monitoring Requirements:

11 (a) GMP. The parties agree that for so long as there is no substantial  
12 deviation of the land use mixes allowed under this Development Order or the construction of any  
13 golf course on the Property, then no Groundwater Monitoring Program (“GMP”) shall be  
14 required. However, should a change of any of these conditions occur then the County, in its sole  
15 option, can require the Developer, at the Developer’s sole expense, to prepare, or caused to be  
16 prepared a Groundwater Monitoring Program (“GMP”) which shall be subject to County  
17 approval.  
18  
19

20 (b) The Developer shall reserve a site, as identified by SWFWMD  
21 during the Environmental Resource Permitting process, for the purpose of core drilling and  
22 testing, well construction, aquifer performance testing and monitoring of water levels and  
23 quality. All testing, construction, testing and monitoring to be performed by SWFWMD.  
24  
25

26 (3) Soils and Erosion:

27 (a) Grading Plan: The Developer shall develop a grading plan that  
28 utilizes the pre-development topography to the maximum extent reasonably feasible. The  
29 grading plan shall be provided to the County at the time of and in connection with each  
30 conditional plat application.  
31  
32

33 (b) Site Disturbance/Erosion:

34 (i) The Development will be designed to complement the  
35 topography and minimize site disturbance and erosion by construction phasing, limited site  
36 clearance, while maximizing retention of existing vegetation, timely revegetation of cleared  
37 areas, and preservation of existing grades and slopes in project design and construction.  
38  
39

40 (ii) The Developer shall use BMPs (*i.e.* those BMPs generated  
41 by FDEP and SWFWMD) to control soil erosion. A description of specific activities that the  
42 Developer will undertake to control soil erosion shall be included in the EMP.  
43

44 (iii) The Developer will protect on-site surface waters from  
45 construction impacts through various measures, including the use of staked hay bales and silt  
46 screen fences, reducing both erosion and sediment transport into wetland areas.  
47

48 (iv) The Developer will minimize wind erosion from clearing  
49 and grubbing operations by performing such operations only on individual parcels of land where  
50 construction is scheduled to proceed.  
51

52 (v) The Developer will minimize fugitive dust through  
53 sodding, water sprinkling, seeding, mulching or planting of landscaped material in cleared and  
54 disturbed areas.

1 (c) Soils:  
2

3 The Developer, to the extent reasonably feasible, shall cluster or direct development away  
4 from areas where Basinger Fine Sand (non depressional) predominate the soil type.  
5 Notwithstanding the foregoing, these areas may be used for the location of stormwater  
6 management facilities. Further, should development other than stormwater management  
7 facilities be allowed, then such proposed development shall utilize BMPs and professionally  
8 recognized engineering practices which may include, but not be limited to the following:  
9

10 (i) Existing topsoil and vegetation/roots will be stripped and  
11 pockets of organic soils and/or deleterious material will be undercut, if encountered.  
12

13 (ii) Resulting excavations will be backfilled and compacted  
14 with structural fill in maximum one-foot lifts.  
15

16 (iii) Proof rolling/in-place densification of ground surface with  
17 a heavy vibratory roller will be undertaken within the construction limits. Compaction will  
18 continue until the soils appear relatively firm and unyielding with at least 95 percent of modified  
19 proctor maximum dry density (ASTM D-1557) to a depth of at least 1-foot below present ground  
20 surface.  
21

22 (iv) If unusual or excessive deflection is encountered, those  
23 areas will be undercut to firm soil and backfilled with compacted structural fill.  
24

25 (d) Should any noticeable soil slumping or sinkhole formation become  
26 evident before or during construction activities the Developer shall comply with permit  
27 conditions of the SWFWMD to develop a plan of action and corrective measures to correct the  
28 problem. Once a plan of action and corrective measures are determined, the Developer shall  
29 complete the required actions/measures in accordance with any permit requirements.  
30

31 (4) Wildlife, Vegetation, and Open Space:  
32

33 (a) Open Space and Corridors:  
34

35 (i) Open space will include Whitehurst Pond, the Community  
36 Park Site, the power line easement, buffers and greenways/corridors as generally depicted on  
37 Map H (**Exhibit B**) and will cover a minimum of one hundred (100) acres. Open space may  
38 consist of preservation tracts, waterbodies, wildlife habitat preservation areas, recreation sites,  
39 wetlands, buffers, conservation easements, landscaped or natural areas or other similar areas, and  
40 shall be more specifically defined within the Wildlife Habitat Management Plan (Section  
41 4(A)(4)(b) below).  
42

43 (ii) As part of the above open space, the Developer shall  
44 provide the following:  
45

46 (I.) a natural corridor/green way, varying between 100  
47 feet and 200 feet in width, from the northwest corner of Whitehurst Pond to the west to connect  
48 to an island of preservation habitat (herein after referred to as a “stepping stone”) as generally  
49 depicted on Map H (**Exhibit B**). This corridor/green way shall be enhanced with native trees,  
50 shrubs and common plant material to provide a suitable natural habitat for the Sherman’s Fox  
51 Squirrels and Gopher tortoise on the Property, to provide a buffer for existing residential  
52 development to the south, and to provide for wildlife connectivity to the Tooke Lake area.  
53

1 (2.) a natural corridor/green way, varying between 50  
2 and 100 feet in width, extending from the terminus of the natural corridor/green way referenced  
3 above to the north and west along the property line of development pods B, C, D and E as  
4 generally depicted on Map H (**Exhibit B**). This corridor shall also include preservation habitat  
5 stepping stones, and shall be enhanced with native trees, shrubs and common plant material to  
6 provide a suitable natural habitat for the Sherman's Fox Squirrels and Gopher tortoise on the  
7 Property, and to provide for a buffer along the property line.

8  
9 (3.) all preservation habitat stepping stones shall be a  
10 minimum of one (1) acre in size.

11  
12 (4.) a 200 foot wide corridor (to be inclusive of the  
13 transmission line easement<sup>2</sup>) to provide a suitable natural habitat for the Sherman's Fox  
14 Squirrels, Kestrels, and Gopher tortoise on the Property, which shall include a minimum one (1)  
15 acre preservation area at the southern end of the power line corridor in development pod F as  
16 generally depicted on Map H (**Exhibit B**). This corridor shall also include the provision of  
17 nesting boxes for the kestrel population.

18  
19 (5.) a wetland and upland buffer with a minimum width  
20 of one hundred and fifty (150') feet around Whitehurst pond except as hereinafter expanded in  
21 two places. First, to the extent not included within the afore-described 150', this buffer shall be  
22 expanded to connect with and include the area where the Giant Orchid was observed on site.  
23 Second, this buffer shall be expanded to connect with and include the upland coniferous forest on  
24 the south side of Whitehurst pond as generally depicted on Map F of the Application for  
25 Development Approval (ADA) and on Map H (**Exhibit B**). The siting of recreational trails  
26 within any of these areas may be allowed if provided for in the Passive Recreation Plan as  
27 approved by the County.

28  
29 (6.) a north to south corridor with a width of 50 feet  
30 along the east property line enhanced with native trees, shrubs and common plant material to  
31 provide a suitable natural habitat for the Sherman's Fox Squirrels and Gopher tortoise on the  
32 Property, and to provide for a buffer along the property line.

33  
34 (7.) any areas set aside by the Wildlife Habitat  
35 Management Plan for the conservation of Gopher tortoise.

36  
37 (iii) The Developer shall provide the County an accounting  
38 upon each application for conditional plat, of the allocation of open space for that conditional  
39 plat and an accounting of the total cumulative open space at that point in the development  
40 process.

41  
42 (b) Wildlife Habitat Management Plan:

43  
44 (i) Prior to the first conditional plat, the Developer, at the  
45 Developer's sole expense, shall prepare or caused to be prepared a comprehensive WHMP  
46 (defined in Section 4(A)(1)(a) above) and which shall be subject to review and approval by the  
47 County and the appropriate state agencies (as to those portions or parts of the WHMP within  
48 their respective jurisdictional authority):  
49

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<sup>2</sup>/ The collocation of this habitat corridor wholly inside of the transmission line corridor is permissible provided that this does not violate any easement or other agreement with the utility company that owns or controls the transmission lines.

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1 (1.) In connection with the WHMP, the Developer shall  
2 provide on-site connectivity of wildlife corridors as part of the overall open space, as generally  
3 depicted on Map H (**Exhibit B**).

4  
5 (2.) The WHMP shall designate wildlife habitat  
6 preservation areas and implement wildlife habitat enhancement and mitigation measures, as  
7 approved in said Plan, in the design and construction of the Development consistent with the  
8 requirements of Rule 9J-2.041, Fla. Admin. Code.

9  
10 (3.) Conservation easements pursuant to § 704.06, Fla.  
11 Stat., or other appropriate mechanism, shall be designated over tracts at the time of platting for  
12 each conditional plat where applicable, to protect wildlife habitat preservation areas  
13 recommended by the WHMP, wetland preservation areas and conservation area buffer zones.

14  
15 (4.) Pedestrian trails may be permitted in wildlife habitat  
16 preservation areas in accordance with the approved Passive Recreation Plan. Active recreational  
17 amenities (i.e. courts, playground equipment, shelters, pavilions, picnic tables, trash receptacles,  
18 etc.) shall not be permitted in wildlife habitat preservation areas.

19  
20 (5.) Listed plant species shall be incorporated, into  
21 habitat preservation areas where reasonably feasible, or relocated under the supervision of a  
22 qualified professional in accordance with the approved WHMP.

23  
24 (6.) Gopher tortoises shall be mitigated in accordance  
25 with all current FWC regulations.

26  
27 (7.) In addition to the foregoing, the WHMP shall  
28 include, at a minimum: management provisions for all conservation areas, wetland buffers, and  
29 wildlife corridors; identification and protection of all listed animal and plant species; and  
30 provisions for educational materials and kiosks available to the project residents.

31  
32 (8.) Upon approval of the WHMP by the FWC, in  
33 accordance with their jurisdictional authority, and the County, the WHMP shall be incorporated  
34 into this Development Order by reference, and the provisions of said WHMP shall be conditions  
35 of this Development Order.

36  
37 (9.) Any revisions to the WHMP shall not be considered  
38 an action requiring the filing of a Notice of Proposed Change for an amendment to the  
39 Development Order pursuant to § 380.06(19), Fla. Stat. All proposed revision(s) shall be  
40 coordinated with the County.

41  
42 (ii) Monitoring. The Developer's Annual Report (pursuant to  
43 Section 5 of this Development Order) shall report on the monitoring and maintenance of habitat  
44 preservation areas and identify any proposed revision(s) to the WHMP and the EMP,  
45 respectively.

46  
47 (iii) The use of pesticides within wildlife habitat preserves or  
48 management areas shall be consistent with the requirements of the approved WHMP. Pesticides  
49 with a high toxicity to wildlife shall not be permitted.

50  
51 (c) PMP. The Developer shall prepare a PMP (defined in Section  
52 4(A)(1)(a) above) for review and approval by the County prior to the issuance of the first  
53 building permit. The PMP shall also become part of the deed restrictions and association  
54 documents for the Development.

1 (d) Passive Recreation Plan

2  
3 (i) The Developer shall prepare, or caused to be prepared, at its  
4 sole expense, a Passive Recreation Plan (“PRP”) for review and approval by the County. This  
5 shall occur prior to approval of the first conditional plat.

6  
7 (ii) The PRP shall address, at a minimum: pedestrian uses of  
8 open space; pedestrian access to Whitehurst Pond; the use of boardwalks; pervious and  
9 impervious trails; and the use and function of all passive recreational/educational amenities.

10  
11 (e) Additional Protection of Vegetative and Wildlife Communities:

12  
13 (i) The Developer shall protect suitable native vegetation as  
14 part of the site design process as required by this Development Order and the approved WHMP.

15  
16 (ii) Vegetative communities within wildlife habitat tracts which  
17 exist on the Property as of January 2008 (pre-development) are important to maintaining habitat  
18 populations post-development. Accordingly, the Developer shall, to the maximum extent  
19 reasonably feasible, insure that functional representatives of all of the vegetative categories  
20 (based on the ‘Florida Land Use Classification System’ hierarchical vegetative categories) will  
21 continue to be represented in such wildlife habitat areas during the development process and  
22 post-development.

23  
24 (iii) The Developer shall insure that there will be no net loss of  
25 wetlands during the development process.

26  
27 (B) WATER SUPPLY AND CONSERVATION

28  
29 (1) Water Supply:

30  
31 (a) Provided that Hernando County Utilities Department has available  
32 water supply for the Lake Hideaway DRI, then all residential, office, commercial and non-  
33 agricultural development within the Lake Hideaway DRI shall be served by public water supply.  
34 However, in no event shall individual potable wells be allowed. As a condition to having water  
35 supply, the Developer and the Hernando County Utilities Department shall enter into a Water and  
36 Sewer Service Agreement under such terms which are reasonable and just. Upon its execution by  
37 the Developer and the County, following and subject to adoption by the BOCC (the “W&S  
38 Agreement”), the W & S Agreement shall be incorporated into this Development Order by  
39 Reference and made a part hereof.

40  
41 (b) The Developer shall be liable for all connection fees and other fees  
42 and costs in accordance with the terms of the W&S Agreement.

43  
44 (2) Water Conservation: The Developer shall utilize all of the following  
45 water conservation techniques:

46  
47 (a) Minimum flush volume toilets will be standard in residential and  
48 non-residential construction.

49  
50 (b) Water-saver shower heads will be offered for residential  
51 construction, and used where applicable in non-residential construction.

52  
53 (c) Automatic shut-off faucets will be used where applicable in non-  
54 residential construction.

1 (d) Rain sensors and soil moisture sensors will be installed on all  
2 residential and non-residential irrigation systems. Non-potable water shall be used for all  
3 irrigation.  
4

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

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

16 (g) The use of high maintenance sodded or landscaped common areas  
17 shall be minimized.  
18

19 (h) The Developer shall ensure that irrigation systems operated for  
20 Developer common or controlled areas utilize and maintain computerized irrigation based on  
21 weather station information, moisture sensing systems to determine existing soil moisture,  
22 evapotranspiration rates, and zone control, to ensure water conservation.  
23

24 (i) The Developer shall encourage that irrigation systems installed for  
25 single-family residences in the Development and fertilizer and pesticides practices conform to the  
26 Florida Yards and Neighborhood Program standards at the time of initial installation of the  
27 irrigation system.  
28

29 (j) The Developer shall establish restrictions on the percentage of high  
30 maintenance landscape areas.  
31

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

40 (l) Resident Education. The Developer shall provide water use  
41 education programs and materials to Development residents and highlight the role of residents in  
42 the protection of the ground and surface water resources. The programs shall include periodic  
43 workshops, at least annually, to foster the lawn and landscape practices of the Florida Yards and  
44 Neighborhood Program, and for the distribution of educational materials on landscape  
45 maintenance, water conservation practices, chemical use and disposal including the effect of  
46 nitrates/nitrites on groundwater quality, and other activities that could impact local and regional  
47 water resources. The program(s) shall be coordinated with the Hernando County Agricultural  
48 Extension Service. Status reports on the water use education program shall be provided in  
49 conjunction with the required submission of the Developer's Annual Report as required in  
50 Section 5 of this Development Order.  
51

52 (m) Multifamily units. The Developer shall require/install low volume  
53 laundry machine and dishwashers where hook-ups are provided in individual units and in all  
54 common laundry rooms.

---

1 (C) WASTEWATER AND EFFLUENT REUSE

2  
3 (1) Wastewater:

4  
5 (a) The Developer's obligations regarding wastewater and reuse water  
6 are contained in the W&S Agreement referenced above.

7  
8 (b) The Developer shall be liable for all connection fees and other fees  
9 and costs in accordance with the terms of the W&S Agreement.

10  
11 (2) Effluent Reuse:

12  
13 The Developer, to the maximum extent available, shall utilize available reuse effluent to  
14 irrigate common area landscaping. However, nothing herein is intended to prevent the use of  
15 effluent, to the extent excess effluent is available, for residential and commercial irrigation within  
16 the Development.

17  
18 (D) FIRE

19  
20 The Developer has voluntarily agreed to donate One Hundred and Twenty Nine  
21 Thousand Dollars (\$129,000) to the Hernando County Fire and Rescue Department to be used  
22 exclusively for fire protection equipment and/or facilities that will serve the area where the  
23 Property is located. The donation shall occur prior to the issuance of the six hundred and first  
24 (601<sup>st</sup>) residential building permit.

25  
26 (E) EMERGENCY MANAGEMENT

27  
28 (1) Hurricane Preparedness: The Developer shall mitigate potential hurricane  
29 preparedness impacts by implementing the following measures:

30  
31 (a) If any onsite community center, clubhouse or other suitable facility  
32 is constructed within the Development, it shall be also designed and constructed for use as an  
33 emergency hurricane shelter for the Development residents. The facility must be designed to  
34 include, at a minimum, the addition of hurricane storm shutters or impact resistant windows and  
35 doors, the provision of electric generators, the provision of potable water storage capability, and  
36 design to meet the proper wind speeds in the event of a Category 5 storm. The design and  
37 equipping of the facility must be coordinated with the County Emergency Management Official.

38  
39 (b) In the event an onsite community center, clubhouse or other  
40 suitable facility is not constructed within the Development, then the Developer shall be required  
41 to contribute to the County public shelter fund in the amount of \$82,200.<sup>3</sup> This contribution shall  
42 occur prior to the issuance of a building permit for the 601<sup>st</sup> building permit and shall relieve the  
43 Developer of the obligation to construct an onsite facility.

44  
45 (c) The Developer shall require that builders in the development  
46 provide the option of equipping new homes with impact resistant windows and doors, or  
47 hurricane storm shutters that comply with the requirements of the Florida Building Code.  
48

---

<sup>3/</sup> Based upon the number of residential units allowed under this Development Order, Hernando County Department of Emergency Management has estimated that 1,096 persons will require shelter space in the event of a hurricane (see *Third Sufficiency Response*). This number was calculated at \$75.00 per person (requiring shelter space) times 1,096 to equal \$82,200.



1 (d) The Developer shall provide and maintain a public information  
2 program within the Development’s homeowners association for the purpose of educating the  
3 Development’s residents regarding the potential hurricane threat.

4  
5 (e) The Developer shall work with the Emergency Management  
6 Department of the County to develop and maintain training for a Community Emergency  
7 Response Team (CERT Training) for the Development.

8  
9 (F) AFFORDABLE HOUSING

10  
11 In furtherance of the Developer’s requirement to provide for adequate housing pursuant  
12 to Rule 9J-2.048, Fla. Admin. Code, as such section may be amended or renumbered, the  
13 Developer has voluntarily agreed to donate one hundred dollars (\$100) per residential unit for a  
14 total of \$370,000 to be earmarked for the creation and/or promotion of affordable housing units  
15 within Hernando County. This contribution shall be made to that branch or chapter of *Habitat*  
16 *for Humanity* operating within Hernando County to be used solely for *Habitat* homes to be built  
17 within Hernando County, or to such other 501(c)(3) not-for-profit organization/entity or  
18 governmental unit promoting affordable housing within Hernando County as mutually agreed  
19 upon by the Developer and the County. This contribution shall be made in three installments of  
20 \$123,333.33: the first installment shall be paid prior to the issuance of a building permit for the  
21 601<sup>st</sup> residential unit; the second installment shall be paid prior to the issuance of a building  
22 permit for the 1,601<sup>st</sup> residential unit; and the third installment shall be paid prior to the issuance  
23 of a building permit for the 2,601<sup>st</sup> residential unit.

24  
25 (G) PARKS AND RECREATION

26  
27 (1) The Developer, at its sole expense, shall set aside twenty (20) acres in the  
28 aggregate as park land which shall consist of a neighborhood community park site situated to  
29 serve the single family residents within the Lake Hideaway DRI and a neighborhood community  
30 park site situated to serve the multifamily residents within the Development. The parks shall be  
31 developed in accordance with the document entitled *Typical Neighborhood Community Park*  
32 *Standards*, as such standards have been approved by the Board and attached hereto as **Exhibit C**.

33  
34 (2) To mitigate its responsibilities to participate in a regional or district park,  
35 the Developer shall contribute a parks facility mitigation fee of \$100.00 per single family  
36 residential unit, and \$78.00 per multi-family unit, payable at the time of each building permit.  
37 Said mitigation fees shall be used by the County exclusively for regional or district park facility  
38 improvements in the park district serving this area. This parks mitigation fee is in addition to, and  
39 not in lieu of, parks impact fees.

40  
41 (H) SCHOOLS

42  
43 (1) The Developer has agreed to reserve a thirty (30) acre site for the  
44 Hernando County School District (“HCSD”) on the terms set forth below. The transfer of this  
45 site shall be as agreed to between the Developer and HCSD; however, if educational facilities  
46 impact fee credits are sought in connection therewith, then the County will be a necessary party  
47 to any agreement between the Developer and HCSD which provides for such impact fee credits.

48  
49 (2) In the event the Developer makes application for school concurrency and  
50 there is a determination that there is insufficient capacity for the development, the Developer and  
51 HCSD shall enter into a written agreement for mitigation as required by the Public Schools  
52 Facilities Element of the Hernando County Comprehensive Plan or applicable school  
53 concurrency ordinance.

1 (3) The school site designated on Map H Series, **Exhibit B**, is conceptual in  
2 location and is subject to mutual approval by the Developer and HCSD; however adjustment of  
3 the school location shall be permitted, with County Planning Department approval, without a  
4 modification to the Development Order. A reasonable effort shall be made to co-locate the  
5 school site with a community park site for the Development.  
6

7 (4) The developer shall reserve the school site for a period up to three (3)  
8 years from the effective date of this Development Order. In the event HCSD elects to accept the  
9 site on or before such date, then the transfer shall occur within one (1) year after the date of such  
10 formal, written notification by HCSD to the Developer and the County. At the time of transfer of  
11 the school site, the Developer shall receive school impact fee credits and credit against any  
12 mitigation required as a result of a school concurrency determination in the amount of the fair  
13 market value of the school site determined as the average of two (2) appraisals procured from  
14 appraisers mutually approved and selected by the HCSD and the Developer. The HCSD will only  
15 utilize mitigation from the Developer as permitted by the Public Schools Facilities Element of  
16 the Comprehensive Plan or applicable school concurrency ordinance.  
17

18 (5) In the event HCSD declines the school site, then the Developer may utilize  
19 said site for any use authorized under this Development Order, unless other uses are authorized  
20 by the County at such time. In such event, the Developer shall pay applicable school impact fees  
21 and any mitigation required by Florida Statute and the Public Schools Facilities Element of the  
22 Comprehensive Plan or applicable school concurrency ordinance.  
23

24 (I) BUFFERING; LAND USE COMPATIBILITY  
25

26 (1) Open Space Corridor/Green way: The Developer shall provide open space  
27 corridors/green ways to serve as a suitable wildlife habitat and a wildlife corridor movement area  
28 in accordance with Section 4 above and the requirements of the approved WHMP, and as  
29 generally depicted on Map H (**Exhibit B**).  
30

31 (2) Visual Buffering: The Developer shall provide and maintain a minimum  
32 thirty foot (30') natural vegetative buffer between all residential areas and any office or  
33 commercial use except for any mixed-use areas approved on the zoning master plan for the  
34 Project. Where natural vegetation existing within the buffer area is not adequate, the Developer  
35 shall plant a variety of native canopy trees, understory trees, bushes, shrubs, and groundcover.  
36

37 (J) TRAIL AND BICYCLE/PEDESTRIAN FACILITIES  
38

39 (1) An active trail network as a designated travel-way for combined  
40 pedestrian, bicycle and other non-motorized travel is generally depicted on Map H (**Exhibit B**)  
41 and shall be further identified and defined during the rezoning process. This trail network shall  
42 be constructed to multi-use trail design standards at the Developer's sole expense, and shall  
43 include a sidewalk on one side and a multi-use trail on the other side of all internal collector  
44 roadways designated for trail use.  
45

46 (2) Enhancement of the multi-use trail network will provide for  
47 pedestrian/bicycle access throughout the site and will be designed in a manner to provide  
48 connectivity at points along the trail surrounding the perimeter of Whitehurst pond and along the  
49 edge of the power line corridor traversing the site, dispersing through the Development to link or  
50 connect to Hexam Road, Weeping Willow Street and US Hwy 19 at appropriate juncture spots.  
51

52 (3) The internal collector roadway network generally depicted on Map H  
53 (**Exhibit B**) shall be designed to be part of the internal trail network and shall include a sidewalk  
54 on one side and a multi-use trail on the other side of the internal collector roadways.

1 (K) ROADS

2  
3 (1) Right-of-Way Dedications:

4  
5 The Developer shall dedicate to the County for public use, by plat or warranty deed (in  
6 such form and with such legal description and sketch as specified by the County) those lands  
7 within the Development related to all of the following road right-of-ways:

8  
9 (a) Weeping Willow Street. The right-of-way (not to exceed one  
10 hundred twenty (120) feet in width) required for the construction of Weeping Willow Street from  
11 Hexam Road to Star Road as determined by the County Engineer for a potential four-lane major  
12 collector road; the Developer shall dedicate all land within the Development necessary for said  
13 roadway together with the required stormwater retention areas and associated drainage. The  
14 County agrees that the retention/detention areas for the roadway segment may be commingled  
15 with project drainage areas, thereby reducing required right-of-way within the project; also,  
16 design considerations may reduce such right-of-way requirements, to the extent approved by the  
17 County Engineer. This right-of-way shall be dedicated prior to construction, or as required by  
18 County in connection with the preparation of preliminary design and engineering. The  
19 Developer shall receive impact fee credits in the amount of the fair market value of said Weeping  
20 Willow Street right-of-way at time of dedication, as determined as the average of two (2) MAI  
21 appraisals procured from appraisers mutually approved and selected by the County and the  
22 Developer.

23  
24 (b) Hexam Road. The total right-of-way required for Hexam Road, as  
25 to that east/west portion within the boundaries of the Property, shall be one hundred and sixty  
26 (160) feet) in width; therefore, the Developer shall dedicate eighty feet (80') southward of the  
27 center line. This right-of-way shall be dedicated prior to final subdivision plat (if platted) which  
28 covers, abuts or adjoins the affected portion of Hexam Road, or prior to the issuance of the first  
29 building permit for vertical construction in this area, whichever occurs first.

30  
31 (c) Star Road. The total right-of-way required for Star Road, as to that  
32 east/west portion within the boundaries of the Property, shall be one hundred (100') in width;  
33 therefore, the Developer shall dedicate fifty feet (50') northward of the center line. The affected  
34 portion or portions of this right-of-way shall be dedicated prior to each final subdivision plat  
35 which covers, abuts or adjoins the affected portion or portions of Star Road.

36  
37 The foregoing right-of-way dedications may be collectively referred to in this  
38 Development Order as the "Dedications." For purposes of this Development Order, the parties  
39 agree that the latter two Dedications related to Hexam Road and Star Road shall not be eligible  
40 for proportionate share credits, road impact fee credits or other compensation; however, the  
41 County acknowledges and agrees that the Dedications constitute one of the substantial  
42 components mitigating the traffic impacts of the Lake Hideaway DRI and vesting this  
43 Development against transportation concurrency requirements.

44  
45 (2) Proportionate Share Obligation; and Concurrency Obligation:

46  
47 The County and the Developer stipulate that the Developer's proportionate share  
48 obligation in connection with the Lake Hideaway DRI shall be \$23,332,985 (the "Proportionate  
49 Share Amount") and this amount shall be deemed to satisfy all requirements contained in §  
50 380.06, Fla. Stat., and Rule 9J-2.045, Fla. Admin. Code., as such may be amended or re-  
51 numbered, as well as the County's Adequate Public Facilities Ordinance for purposes of roads  
52 concurrency, for the duration of this Development Order provided that no "substantial deviation"  
53 occurs (per Section 6 below).  
54

(3) Pipeline Road Improvements:

(a) The Developer shall be responsible for fully and satisfactorily completing, subject to applicable County and/or FDOT design requirements, the following pipeline road and intersections improvements set forth in **Table-1** below and graphically depicted in **Exhibit D** attached hereto and made a part hereof:

**Table-1**

#	Pipeline Road and Intersection Improvements	Proportionate Share Creditable	Impact Fee Creditable	Commence by:	Complete by:
A	1. Provide the required right-of way, design and construct two lanes of Weeping Willow Street from Hexam Road to Star Road in accordance with County's Facilities Design Guidelines for a 2 lane major collector road; and construct appropriate turn lanes within this segment per said Guidelines	Yes	Yes - 100%	Prior to issuance of the 1201st residential building permit.	Within 12 months of commencement.
	2. Acquire* balance of right-of-way along Weeping Willow Street between Star Road and Montour Street necessary to increase right-of-way width to one hundred feet (100').	Yes	Yes - 100%		Prior to commencement of <b>Project A.1</b> above (Weeping Willow segment).
B	"Project B" – Design and construct two lanes of Weeping Willow Street from Star Road to Montour Street in accordance with County's Facilities Design Guidelines for a 2 lane major collector road; and construct appropriate turn lanes within this segment per said Guidelines.	Yes	Yes - 100%	Prior to issuance of the 1201st residential building permit.	Within 12 months of commencement
C	"Project C" – Construct two lanes of Star Road from Weeping Willow Street to Sunshine Grove Road in accordance with County's Facilities Design Guidelines for a 2 lane major collector road; and construct appropriate turn lanes within this segment per said Guidelines.**	Yes	Yes - 100%	Within 180 days of completing, and the County accepting the improvements relating to <b>Project B</b> (see row above)	Within 12 months of commencement
D	"Project D" – Design and construct intersection improvements, including appropriate turn lanes, in accordance with County's Facilities Design Guidelines at: (i) intersection of Weeping Willow Road and Jacqueline Street; and (ii) intersection of Jacqueline Street and Mariner Blvd.	Yes	Yes - 100%	Within 180 days of completing, and the County accepting the improvements relating to <b>Project C</b> (see row above)	Within 12 months of commencement

\* Wherever the Developer is required to "acquire" right-of-way pursuant to **Table-1** above and is unable to do so as part of a negotiated transaction, the County will then be required to use its eminent domain powers to acquire such portions of the right-of-way the Developer was unable to acquire. In this event, any monies advanced by the County shall be promptly reimbursed by the Developer within thirty days of invoice for same and such amount shall be credited to the Developer's Proportionate Share Amount as provided below and shall be 100% creditable against the Developer's Impact Fees.

\*\* As to Star Road, the County shall provide all required right-of-way, design and permits necessary for the Developer to construct this roadway segment.

1 (4) Projects:  
2

3 The Developer, at the Developer's sole expense, shall be responsible for fully and  
4 satisfactorily completing, in accordance with all applicable design standards and regulations, the  
5 required pipeline improvements outlined in **Table-1** above. All work shall be commenced and  
6 completed within the time frames stated above. All improvements shall be performed in  
7 accordance with the County's Facility Design Guidelines and FDOT's design standards and  
8 regulations as applicable, and subject to acceptance by the County and FDOT within their  
9 respective jurisdictions.  
10

11 (5) Payment of Roads Impact Fees. The Developer shall be responsible for  
12 paying all roads impact fees pursuant to Chapter 23, Article III, Division 5 of the Hernando  
13 County Code of Ordinances, as such provision may be amended or renumbered from time to  
14 time, and subject to receiving certain credits as set forth below:  
15

16 (a) The Developer shall receive roads impact fee credits in such  
17 percentage as stated in **Table-1** above. Roads impact fee credits shall be based upon the actual  
18 costs reasonably and necessarily incurred by the Developer to acquire, design, permit and/or  
19 construct the pipeline road and intersection improvements (including associated stormwater  
20 drainage retention required) shown in **Table-1**. The Developer shall be responsible for providing  
21 adequate and reasonable supporting documentation to the County for all costs claimed.  
22

23 (b) The parties stipulate that the assignment of impact fee credits in the  
24 percentages or amounts stated in **Table-1** above shall be deemed to satisfy all requirements  
25 contained in § 380.06(16), Fla. Stat., and Rule 9J-2.045, Fla. Admin. Code., as such may be  
26 amended or re-numbered. The parties further stipulate that the assignment and/or calculation of  
27 proportionate share credits pursuant to Section 4(K)(2) above are not related to, and shall not  
28 affect, the Developer's obligations to pay impact fees or alter the determination of impact fee  
29 credits as provided herein for the duration of this Development Order.  
30

31 (c) The roads impact fees will be calculated at the time each building  
32 permit or group of building permits are pulled at the then prevailing rate, and will then be  
33 deducted from the Developer's total credits under this provision until all credits have been used.  
34 Upon all credits being used, the Developer shall be responsible for paying all roads impact fees  
35 in full at the then prevailing rate (per Chapter 23, Article III, Division 5 of the Hernando County  
36 Code Ordinances, as such may be amended or renumbered from time to time) through complete  
37 build-out of the projects.  
38

39 (d) Any roads impact fees paid by the Developer prior to validation of  
40 credits hereunder shall be held by the County in a designated Lake Hideaway DRI roads impact  
41 fees account for reconciliation and/or reimbursement upon a validation of credits. This  
42 validation of credits shall occur in intervals following the completion by the Developer, and  
43 acceptance by the County, of each Project identified in **Table-1**. Once all pipeline road  
44 improvements shown in **Table-1** have been completed and accepted by the County, then the  
45 County shall no longer be required to segregate or separately account for roads impact fees  
46 received in connection with the Lake Hideaway DRI and may use such funds for any purpose  
47 allowed under the County's Roads Impact Fee Ordinance.  
48

49 (6) Excess Proportionate Share Credits. The County agrees that the  
50 Developer's pipeline road and intersection improvements shown in **Table-1** satisfies all of the  
51 Developer's proportionate share requirements under § 380.06(15), Fla. Stat. and Rule 9J-2.045,  
52 Fla. Admin. Code. The County and the Developer further stipulate that it is not feasible, at this  
53 time, to ascertain if the Developer's actual and reasonably incurred out-of-pockets costs to fully  
54 satisfy and complete all of the Pipeline Improvements shown in **Table-1** will equal or exceed  
55 \$23,332,985. Accordingly, the County agrees to assign \$5,500,000 (calculated at \$1,500 per

1 dwelling unit) as the Developer’s “Excess Proportionate Share Credits” and which credits shall  
2 be applied against any additional traffic mitigation which may be indicated by a revised or future  
3 traffic study, or studies, or required pursuant to any Substantial Deviation determination (if made  
4 at a later date) or Notice of Proposed Change (NOPC), until such credits are exhausted. Finally,  
5 these Excess Proportionate Share Credits may be conveyed to a successor or assign in connection  
6 with the Lake Hideaway DRI; however, the parties agree that the Developer’s Excess  
7 Proportionate Share Credits shall have no bearing or affect on roads impact fees or roads impact  
8 fee credits, nor be construed as a “taking” in any form under eminent domain or constitutional  
9 law, nor mandate any present/future expenditure or obligation by/upon the County.

10  
11 (7) Monitoring:

12 (a) Annual Traffic Impact Monitoring: Beginning with Developer  
13 obtaining the 601<sup>st</sup> residential building permit, and continuing every year thereafter until build-  
14 out of the Development, the Developer shall complete and submit an annual Traffic Impact  
15 Monitoring (“TIM”) for the purpose of annual monitoring of the Development’s traffic consistent  
16 with the following requirements:  
17

18 (i) Each TIM shall conform to professional standards,  
19 including monitoring of the cumulative traffic impacts of the Development. The methodology  
20 and specific roadway segments to be analyzed shall be agreed to by the Developer and the  
21 County prior to the due date for the first TIM.  
22

23 (ii) The Developer shall be responsible for updating and  
24 revising the TIM annually during the month of April and submitting the completed TIM shall be  
25 provided in conjunction with the required submission of the Developer’s Annual Report as  
26 required in Section 5 of this Development Order, and the Developer shall be responsible for the  
27 reasonable costs associated with the outside review of the TIM for the County by a qualified  
28 professional if determined necessary by the County.  
29

30 (iii) Each TIM shall include, at a minimum, analysis of the  
31 existing conditions and projected conditions to the projected Development build out.  
32

33 (iv) If the annual TIM demonstrates that there is more than a  
34 15% increase in traffic generated from the Development on any of the affected roadways (over  
35 that indicated by the final traffic impact analysis submitted as part of this Development Order)  
36 then the Development shall be subject to a substantial deviation determination pursuant to §  
37 380.06(19), Fla. Stat. and the Development Order may be amended to change the list of required  
38 improvements, or require additional improvements, subject to any excess proportionate share  
39 credits.  
40

41 (b) Additional Requirements for Substandard Roadways: The impacts  
42 to rural roadways in the vicinity of the Development shall be monitored by the County and the  
43 Developer. These roadways shall include at a minimum: Star Road, Sun Road, Moon Road,  
44 Sweetgum Road, and Cromwell Road. The parties agree that the proposed projects will have  
45 traffic impacts to the existing rural roadways in the vicinity of the Development. The prorata  
46 cost attributable to the County performing surface treatments and repairs to these roadways  
47 assigned to the Lake Hideaway DRI based upon its projected impacts shall be \$30.00 per  
48 dwelling unit. This amount shall be paid in lump sum to the County no later than the County’s  
49 issuance of the six hundred and first (601<sup>st</sup>) residential building permit for the Lake Hideaway  
50 DRI.  
51

52 (c) Additional Requirements if External P.M. Peak Hour Trips are  
53 Exceeded: Pursuant to the final traffic impact analysis for the Lake Hideaway DRI, the parties  
54 stipulate that the Development as currently contemplated is anticipated to generate 3,093 external  
55

1 P.M. peak hour trips at build-out. If, at any time, the annual TIM demonstrates/projects that the  
 2 Development will exceed the afore number of external P.M. peak hour trips by more than fifteen  
 3 percent (15%) at build-out, then this Development Order shall be amended to mitigate these  
 4 additional trips at the Developer’s sole expense, subject to any excess proportionate share credits.  
 5 For purposes of this provision, external trips generated by the school site (providing the site is  
 6 accepted, and constructed upon, by HCSD) shall not be included in any trip calculation.  
 7

8 (L) LAND USE EXCHANGE  
 9

10 The parties agree that this Development Order constitutes final approval for the  
 11 Developer to develop the Property as described in Section 2(E) above. The parties further agree  
 12 that the Developer may increase certain land uses—with corresponding reductions in other land  
 13 uses—as set forth below without requiring the Developer to go through the Notice of Proposed  
 14 Change (“NOPC”) process under § 380.06, Fla. Stat., subject to all conditions contained herein:  
 15

16 (1) Consistency required. Any proposed land use exchange shall, as a  
 17 condition precedent, maintain consistency with the Hernando County Comprehensive Plan as  
 18 such may be amended from time to time. Prior to implementing any land use exchange  
 19 hereunder, the Developer shall first obtain a consistency determination from the Hernando  
 20 County Planning Department.  
 21

22 (2) Allowed land use exchanges. The following are the only land use  
 23 exchanges recognized under this provision (any land use exchange or other land use change not  
 24 specifically identified below shall be subject to the NOPC process):  
 25

26 (a) Swapping Single Family and Multifamily Units. A modification to  
 27 Map H and this Development Order may be allowed which increases or decreases the single  
 28 family units by any amount equal to or less than six hundred units (600) for a corresponding  
 29 decrease/increase in multifamily units, provided, however, that any increase of single family  
 30 units does not result in any reduction of the open space set aside in this Development Order and  
 31 that the revised mix of units can still satisfy the County’s land development regulations regarding  
 32 set backs and density. In other words (and subject to the foregoing caveat), the total number of  
 33 single family units may vary between 1,800 and 3,000 with the balance of the units being  
 34 multifamily; however, in no event shall the total number of single family and multifamily units  
 35 combined exceed thirty seven hundred (3,700) units.  
 36

37 (b) Commercial retail ↓ ≈ ↑ Office – A modification to Map H and  
 38 this Development Order may be allowed which decreases the square footage of retail commercial  
 39 by any amount in exchange for a corresponding increase in the square footage of office. For  
 40 example, a reduction of all 50,000 square feet of retail commercial will allow an increase of  
 41 50,000 square feet of office (for a total of 200,000 square feet of office), provided, however, that  
 42 the corresponding increase office uses does not trigger or exceed any of the thresholds for a  
 43 ‘substantial deviation’ set forth in Section 6 below or § 380.06(19)(b), Fla. Stat., as such section  
 44 may be amended or renumbered.  
 45

46 (c) Other – Any other land use exchange not identified above shall be  
 47 subject to the NOPC process.  
 48

49 (3) Required notification to County and WRPC. At least thirty (30) days prior  
 50 to initiating or implementing any land use exchange under this provision, the Developer shall  
 51 provide written notice to the County and the WRPC setting forth its proposed change.  
 52

53 (4) No substantial deviation. In no event may any of the land use exchanges  
 54 described above, individually or cumulatively, trigger or exceed any of the thresholds for a

1 'substantial deviation' set forth in Section 6 below or § 380.06(19)(b), Fla. Stat., as such section  
2 may be amended or renumbered.  
3

4 (5) No waiver of zoning or master plan review or approval. The parties agree  
5 that the land use exchanges identified above do not grant the Developer any zoning or master  
6 plan entitlement as a matter of right but are merely to avoid the NOPC process where there are no  
7 resulting increases in external vehicle trips (per the Equivalency Matrix). The parties further  
8 agree that nothing in this provision shall be deemed to waive, supersede or negate any zoning  
9 review or approval process and/or master plan review or approval process in connection with the  
10 change of any land use or uses allowed under this Development Order.  
11

12 (6) Annual Report. Any land use exchange effectuated under this provision  
13 shall be reported in the next Annual Report pursuant to Section 5 below and shall include a  
14 revised Map H and a description of the change.  
15

16 (M) HISTORICAL PRESERVATION  
17

18 In the event any archaeological artifacts are discovered during Development construction,  
19 the Developer shall stop construction in that area and immediately notify the County, the WRPC,  
20 DCA and the Division of Historical Resources of the Florida Department of State. Proper  
21 protection measures, under the supervision of a qualified professional shall be undertaken to the  
22 satisfaction of the County, DCA and Division of Historical Resources, and shall be provided by  
23 the Developer, consistent with Rule 9J-2.043, Fla. Admin. Code, requirements.  
24

25 (N) LIGHTING  
26

27 Lighting throughout the Development shall be designed as follows:  
28

29 (1) Lighting throughout the Development shall be designed in order to shield  
30 the night sky. Shielding means a fixture, either directly from the lamp or indirectly from a  
31 fixture, are projected below a horizontal plane running through the lowest point on the fixture  
32 where light is emitted.  
33

34 (2) Internal residential area lighting shall be decorative, not exceed 12 feet in  
35 height with full cut-off fixtures.  
36

37 (3) Street and parking lot lighting shall be oriented downward with cut-off  
38 fixtures. Fifty percent of all lighting fixtures within parking lots shall be turned off within one  
39 hour after closing or between 10:00 pm and sunrise, whichever occurs first.  
40

41 (4) Neighborhood/Retail, Office, Recreation/Clubhouse and public or private  
42 recreational facility lighting shall not exceed 20-feet in height, shall be full cut-off fixtures, and  
43 shall only be illuminated while they are in use. The illumination must be extinguished by an  
44 automatic shutoff device between the hours of 11:00 pm and sunrise, or one hour after the  
45 termination of the event and/or use, whichever occurs first.  
46

47 (5) Searchlights used for advertising purposes are prohibited.  
48

49 (O) SOLID WASTE  
50

51 The Lake Hideaway DRI shall be deemed an Universal Collection Service Area, pursuant  
52 to Sec. 14-46(d) of the Hernando County Code of Ordinances (as same may be amended or  
53 renumbered from time to time), for purposes of the pick-up and disposal of solid waste and  
54 recyclables.  
55



(P) CONCURRENCY

(1) Potable Water: Pursuant to the County’s Adequate Public Facilities Ordinance, the County hereby deems that concurrency for potable water for up to 2,400 single family units, up to 1,300 multifamily units, up to 50,000 square feet of retail commercial, up to 150,000 square feet of office, with an estimated demand of:

- (a) 1,295,000 GPD for Residential
- (b) 30,000 GPD for Non-residential (i.e. retail commercial)

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

(2) Sewage Treatment: Pursuant to the County’s Adequate Public Facilities Ordinance, the County hereby deems that concurrency for sewer for up to 2,400 single family units, up to 1,300 multifamily units, up to 50,000 square feet of retail commercial, up to 150,000 square feet of office, with an estimated demand of:

- (a) 867,000 GPD for Residential
- (b) 36,000 GPD for Non-residential (i.e. retail commercial)

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

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

(4) Solid Waste: Pursuant to the County’s Adequate Public Facilities Ordinance, the County hereby deems that concurrency for solid waste for up to 2,400 single family units, up to 1,300 multifamily units, up to 50,000 square feet of retail commercial, up to 150,000 square feet of office on the Property with an estimated demand of:

- (a) 43,845 pounds per day residential (3,700 units x 2.37 x 5.0 LOS)
- (b) 8,000 pounds per day commercial

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

1 (5) Parks and Open Space: Pursuant to the County’s Adequate Public  
2 Facilities Ordinance, the County hereby deems that concurrency for parks and open space for up  
3 to 2,400 single family units, and up to 1,300 multifamily units on the Property with an estimated  
4 demand of:

- 5  
6 (a) 17.54 acres User-Oriented Parks (3,700 x 2.37  
7 pph/1000 x 2 acre LOS)  
8 (b) 17.54 acres Open Space (3,700 x 2.37/1000 x 2  
9 acre LOS)

10  
11 has been satisfied, subject to full compliance with the terms of this Development Order, and  
12 assuming that no substantial deviation occurs which would require concurrency under this  
13 subsection to be reevaluated or would require additional mitigation.  
14

15 (6) Transportation: Pursuant to the County’s Adequate Public Facilities  
16 Ordinance, the County hereby deems that concurrency for transportation (roads) for up to 2,400  
17 single family units, up to 1,300 multifamily units, up to 50,000 square feet of retail commercial,  
18 up to 150,000 square feet of office on the Property with an estimated external P.M. peak hour trip  
19 demand:  
20

- 21 (a) External P.M. Peak Hour Trips: 3,093 (total)  
22

23 has been satisfied, subject to full compliance with the terms of this Development Order, and  
24 assuming that no substantial deviation occurs which would require concurrency under this  
25 subsection to be reevaluated or would require additional mitigation.  
26

27 (7) Substantial Deviation: In the event a ‘substantial deviation’ occurs in the  
28 course of developing the Lake Hideaway DRI necessitating an amendment to this Development  
29 Order (see Section 6 below), then the County reserves the right to reevaluate its concurrency  
30 approvals under this subsection and to require additional data, analysis, studies, and mitigation,  
31 without limitation, from the Developer, pursuant to applicable laws, ordinances and regulations,  
32 subject to the Developer’s excess proportionate share credits.  
33

34 **SECTION 5 – ANNUAL REPORT**  
35

36 (A) Pursuant to § 380.06(18), Fla. Stat., the Developer shall prepare, at its sole  
37 expense, an Annual Report which meets the requirements of § 380.06, Fla. Stat., Rule 9J-  
38 2.025(7) and the provisions below.  
39

40 (B) The Annual Report shall contain the following minimum information, data and  
41 analysis:  
42

43 (1) Rule Requirements: All of the information required under Rule 9J-  
44 2.025(7), Fla. Admin. Code:  
45

46 (a) Any changes in the plan of development, or in the representations  
47 contained in the ADA, or in the phasing for the reporting year and for the next year;  
48

49 (b) A summary comparison of development activity proposed and  
50 actually conducted for the year;  
51

52 (c) Identification of undeveloped tracts of land, other than individual  
53 single family lots, that have been sold to a separate entity or developer;  
54

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

4  
5 (e) A specific assessment of the developer's and the local government's  
6 compliance with each individual condition of approval contained in the DRI Development Order  
7 and the commitments which are contained in the Application for Development Approval and  
8 which have been identified by the local government, the Regional Planning Council or the  
9 Department of Community Affairs as being significant;

10  
11 (f) Any known incremental DRI applications for development  
12 approval or requests for a substantial deviation determination that were filed in the reporting year  
13 and to be filed during the next year;

14  
15 (g) An indication of a change, if any, in local government jurisdiction  
16 for any portion of the development since the Development Order was issued;

17  
18 (h) A list of significant local, state and federal permits which have  
19 been obtained or which are pending by agency, type of permit, permit number and purpose of  
20 each;

21  
22 (i) A statement that all persons have been sent copies of the biennial  
23 report in conformance with § 380.06(15) and (18), Fla. Stat.; and

24  
25 (j) A copy of any recorded notice of the adoption of a Development  
26 Order or the subsequent modification of an adopted Development Order that was recorded by the  
27 developer pursuant to § 380.06(15)(f), Fla. Stat.

28  
29 (2) Additional Requirements: The Annual Report shall contain the following  
30 requirements:

31  
32 (a) Any revisions to the CMP;

33  
34 (b) The status of the Audubon International Signatures Program,  
35 including status of certification and compliance;

36  
37 (c) The status of any inspections and compliance of the on-site  
38 surface water management system by a qualified professional;

39  
40 (d) The most recent EMP analysis, including all affected sub-parts,  
41 shall be submitted with the Annual Report;

42  
43 (e) The status of any revisions to the EMP together with identification  
44 of any proposed revisions;

45  
46 (f) The status of the monitoring and maintenance of wildlife habitat  
47 and preservation areas;

48  
49 (g) Identification of any proposed revisions to the WHMP;

50  
51 (h) The status on the general maintenance staff and landscape  
52 installation/maintenance firms education program;

53

1 (i) The status of all impacts to neighboring wells, including County  
2 wells, since the preceding report and identification of any proposed mitigation regarding any  
3 adverse impacts;

4 (j) The status on the water use education program;

5 (k) The status on the well field and private well ground water  
6 monitoring program;

7 (l) The status on school capacity reporting;

8 (m) The status on the condition, average daily volumes of traffic, and  
9 the Development's impact on all unpaved and substandard roadways listed in Section 4(K)(7)(b);  
10 and,

11 (n) The Annual TIM (once traffic monitoring is required hereunder).

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

#### 16 **SECTION 6 – SUBSTANTIAL DEVIATION**

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

20 (A) An increase to the total number of dwelling units by 370 or more units (10% of  
21 3,700).

22 (B) An increase in retail commercial development by 5,000 square feet of gross floor  
23 area (10% of 50,000).

24 (C) A decrease in the area set aside for open space by ten (10) or more acres.

25 (D) A fifteen percent (15%) increase in the number of external vehicle trips generated  
26 by the Lake Hideaway DRI above that which was projected during the DRI review process which  
27 occurred in 2007-08.

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

#### 30 **SECTION 7 – FURTHER PROVISIONS**

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

33 (A) That this Development Order shall constitute the Development Order of Hernando  
34 County, Florida in response to the ADA for the Lake Hideaway DRI filed by the Developer.

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

1 (C) That this Development Order shall run with the land and shall be binding upon all  
2 affected persons.  
3

4 (D) That in the event any portion or section of this Development Order is determined  
5 to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall  
6 in no manner affect the remaining portions or sections of this Development Order, which shall  
7 remain in full force and effect.  
8

9 (E) That a certified true copy of this Development Order shall be recorded in the  
10 Public Records of Hernando County, Florida in accordance with § 380.06(15), Fla. Stat., and this  
11 Development Order shall govern the development of the Property.  
12

13 (F) Absent the County demonstrating that substantial changes in the conditions  
14 underlying the approval of this Development Order has occurred, or that this Development Order  
15 was based on substantially inaccurate information provided by the Developer, or that the change  
16 is clearly established by the County to be essential to the public health, safety, or welfare, then  
17 the Lake Hideaway DRI (as approved under this Development Order) shall not be subject to  
18 down-zoning, unit density reduction, or intensity reduction from the Effective Date of this  
19 Development Order until the developments approvals granted hereunder terminate pursuant to  
20 this Development Order or applicable law.  
21

22 (G) This Development Order shall be effective upon adoption hereof (the “Effective  
23 Date”), provided, however, that a filing of a Notice of Appeal pursuant to § 380.07, Fla. Stat.,  
24 will stay the effectiveness of this Development Order.  
25

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

28 (I) That approval of this Development Order shall not exempt any portion or unit of  
29 the Lake Hideaway DRI from the payment of all required impact fees, impact fee surcharges or  
30 from any future impact fees or impact fee surcharge increases, except as expressly provided in  
31 this Development Order. Impact fees and impact fee surcharges shall be due in full without  
32 credit or offset except as expressly provided for in this Development Order.  
33

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

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

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

43 (M) The parties may execute this Development Order in duplicate originals, with  
44 separate signature pages, all of which shall constitute and comprise the same original  
45 Development Order. The fully executed original Development Order shall be recorded in the  
46 public records of Hernando County, Florida.  
47

1 **ADOPTED IN REGULAR SESSION THIS 13<sup>th</sup> DAY OF FEBRUARY, 2008 IN**  
2 **BROOKSVILLE, FLORIDA.**

3  
4 **BOARD OF COUNTY COMMISSIONERS,**  
5 **HERNANDO COUNTY, FLORIDA (COUNTY)**

6  
7  
8 *Karen Nicolai*  
9 **Attest:** *Karen Nicolai*  
10 **KAREN NICOLAI**  
11 **SEAL**  
12 **BOARD OF COUNTY COMMISSIONERS**  
13 **HERNANDO COUNTY, FLORIDA**

14  
15  
16 *Christopher A. Kingsley*  
17 **By:** *Christopher A. Kingsley*  
18 **CHRISTOPHER A. KINGSLEY**  
19 **CHAIRMAN**

20 **OFFICIAL RECORDS**  
21 **BK: 2534 PG: 1708**

22 **Approved for Form and Legal Sufficiency**

23  
24 *Geoffrey T. Kirk*  
25 **By:** *Geoffrey T. Kirk* 2/11/08  
26 **Geoffrey T. Kirk**  
27 **Assistant County Attorney**

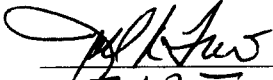
28 **ACCEPTED AND AGREED TO BY THE OWNER ON SUBSEQUENT SIGNATURE PAGE**

ACCEPTED AND AGREED TO:

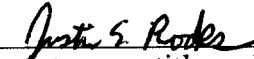
The Owner (by and through its Managing Trustee named below) hereby accepts and agrees to all terms, conditions and restrictions contained in the Development Order set forth above and further agrees to be bound by same for ourselves, our heirs, successors and/or assigns as long as this Development Order 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:

THE LAKE HIDEAWAY TRUST (OWNER)

  
\_\_\_\_\_  
Greg R. Tew 2/13/08  
[print name, title and date]

By:   
Thomas Bronson, Managing Trustee

  
\_\_\_\_\_  
Justin E. Rooks 2/13/08  
[print name, title and date]

OFFICIAL RECORDS  
BK: 2534 PG: 1709

**Schedule of Exhibits**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10

- Exhibit A - Legal Description
- Exhibit B - Map H Series, Master Development Plan (last revised February 2008)
- Exhibit C - Neighborhood Community Park Standards
- Exhibit D - Graphic Depiction of Developer’s Pipeline Transportation Improvements

Revised (02/11/08)

**OFFICIAL RECORDS**  
**BK: 2534 PG: 1710**



OFFICIAL RECORDS  
BK: 2534 PG: 1711

1  
2  
3  
4  
5  
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7  
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9  
10  
11

## **Exhibit A - Legal Description**

**Exhibit A**

Lake Hideaway Property Description

PARCEL "A"

(ORB 968, PAGE 555)

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

PARCEL "B"

(ORB 968, PAGE 558)

LOT 13, BLOCK 343, OF ROYAL HIGHLANDS, UNIT NO. 6, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 67 THROUGH 79, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, WHICH AS BEEN AMENDED BY AFFIDAVIT RECORDED IN BOOK OR-326, PAGE 711, OF SAID PUBLIC RECORDS. SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

PARCEL "C"

(ORB 968, PAGE 553)

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

PARCEL "D"

(ORB 968, PAGE 572)

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

PARCEL "E"

(ORB 968, PAGE 559)

THE SOUTH 1/4 OF THE NORTH 1/2 OF THE WEST 1/4 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA. SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

PARCEL "F"

(ORB 968, PAGE 571)

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

PARCEL "G"

(ORB 968, PAGE 561)

THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA. SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

PARCEL "H" AND "I"

(ORB 968, PAGE 562)

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

PARCEL "J"

(ORB 968, PAGE 564)

THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA. SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

PARCEL "K"

(ORB 968, PAGE 567)

EAST 1/4 OF NORTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA. SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

PARCEL "L"

(ORB 968, PAGE 569)

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

PARCEL "M"

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

PARCEL "N"

ALL THAT PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA LYING SOUTH OF HEXAM ROAD, LESS THE FOLLOWING DESCRIBED TRACT OF LAND: COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE SOUTH 00° 17' 26" EAST, ALONG THE WEST BOUNDARY OF SAID SOUTHEAST 1/4, 100.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF HEXAM ROAD AND THE POINT OF BEGINNING; THENCE NORTH 89° 49' 53" EAST, ALONG SAID RIGHT OF WAY LINE, 875.00 FEET; THENCE SOUTH 00° 17' 26" EAST 1493.50 FEET; THENCE SOUTH 89° 49' 53" WEST 875.00 FEET TO THE WEST BOUNDARY OF SAID SOUTHEAST 1/4; THENCE NORTH 00° 17' 26" EAST, ALONG SAID WEST BOUNDARY, 1493.50 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

OFFICIAL RECORDS  
BK: 2534 PG: 1715

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**Exhibit B -Map H Series, Master Development Plan  
(last revised February 2008)**



## Lake Hideaway DRI

### Land Use Table

POD	TYPE	Units
A-D, I	MULTIFAMILY	1300 DU
E-H	SINGLE FAMILY	2400 DU
	NEIGHBORHOOD COMMERCIAL	50,000 s.f.
	OFFICE	150,000 s.f.
	OPEN SPACE	100 Ac. Min.

### LEGEND

RESIDENTIAL LOTS (50 x110')

TOWNHOUSE LOTS

MULTI-FAMILY

PARK / RECREATION

OFFICE

NEIGHBORHOOD COMMERCIAL

SCHOOL

ACTIVE RECREATIONAL TRAIL

GREENWAY / PRESERVE

OFFICIAL RECORDS  
BK: 2534 PG: 1718

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## **Exhibit C -Neighborhood Community Park Standards**



Adopted by Resolution No. 2007-242 – BOCC Hearing September 12, 2007

{A0227492.DOC}

### Exhibit 13

#### Typical Neighborhood Community Park Standards

**Definition:** Neighborhood Community User/Resource based parks to be provided and maintained within residential communities. The provision of neighborhood community parks for use by the residents of the subdivision in accordance with the requirements of this section shall count towards the minimum open space requirements.

**Threshold/Size:** Developments shall provide a neighborhood community park system suitable to the needs of its residents, in addition to the current District Park level of standard requirements. The neighborhood community parks are based on the following threshold sizes.

Developments that include more than fifty (50) dwelling units up to 250 dwelling units shall provide between one and three acres of land or fraction thereof for park development, based on a calculation of one acre for the first 50 dwelling units, plus 1/100th of an acre for each dwelling unit over 50, for a maximum of three acres.

Developments consisting of 251 dwelling units up to 500 dwelling units shall provide one acre of land per 100 dwelling units, with a minimum of three acres and a maximum of five acres, or fraction thereof.

Developments consisting of 501 units or more, shall provide a minimum land size of 5.0 acres up to a maximum of 20 acres or fraction thereof, based on a calculation of 5.0 acres for the first 500 dwelling units plus 1/125th of an acre for each dwelling unit over 500, up to the 20 acre maximum.

**Process of Approval:** The approximate location of neighborhood community park site(s) should be identified within project master plans submitted during the rezoning process, or during the conditional plat approval process if the I-75/SR 50 PDD area project was zoned prior to the development of this park standard. The neighborhood community park site final location, access and list of possible facilities shall be provided during the conditional plat process. This shall be coordinated with Hernando County Planning Department and the Hernando County Parks and Recreation Department.

**Neighborhood Community Park Site Plan:** The Neighborhood Community Park Site Plan shall be provided to the Hernando County Planning Department and the Hernando County Parks and Recreation Department, as part of the construction plans. It shall be prepared by a professional civil engineer or landscape architect, shall include as a

minimum, the following: topography, site facilities, phasing (if any), access, parking (if applicable), utilities/irrigation (if applicable), bicycle racks, stormwater retention and landscaping. The land provided and maintained for use as a neighborhood community park or parks shall be exclusive of any drainage retention areas, wetland or environmental areas which are not incorporated into the park design (e.g., for boardwalk, nature trail, educational, and other passive purposes). Modifications to the Neighborhood Community Park Site Plan must be approved by the Hernando County Planning Department and Parks and Recreation Department.

**Locational Criteria:** Neighborhood Community park sites should be placed in a centralized and convenient location to a majority of the residents, unless located at a site feature that would enhance the use of the park. The County Planning Department and Parks and Recreation Department may consider a proposed system of park locations based on residential development components and master plan layout. Where practical, the community park should be adjacent to a project collector roadway and accessible via non-vehicular pathways.

**Facilities:** A neighborhood community park would typically include both passive and active recreation areas and may include indoor and/or outdoor activities. Active recreational uses shall occupy 50% of the site and the site topography and grading shall be suitable for approved recreational uses. Passive recreations areas could include uses such as picnic areas, trails, botanical gardens, gazebos, etc. Active recreations areas could include uses such as sports fields, basketball courts, handball courts, tennis courts, community pools, playgrounds, horseshoe courts, bocce courts, skateboard parks, roller blade areas, fitness stations, restrooms, amenity centers, etc. Indoor activities could include uses such as pool, table tennis, racquetball, card room, library, craft room, workshop, etc. The facilities provided in the community park should be suitable to the residents expected to live in the development or its target market. In keeping with such, if the community identifies a specific need, the developer would take alternative uses into consideration at time of construction.

**Availability:** Community parks may be limited to use by project residents and guests. Development of neighborhood community park shall occur when the community served has received no more than 50% of its certificates of occupancy.

**Open Space Requirement:** The area of the neighborhood community parks shall be counted toward the open space requirement for the development.

**Maintenance & Operation:** Individual neighborhood community parks shall be maintained and operated by the individual project development communities, at no expense to the County.

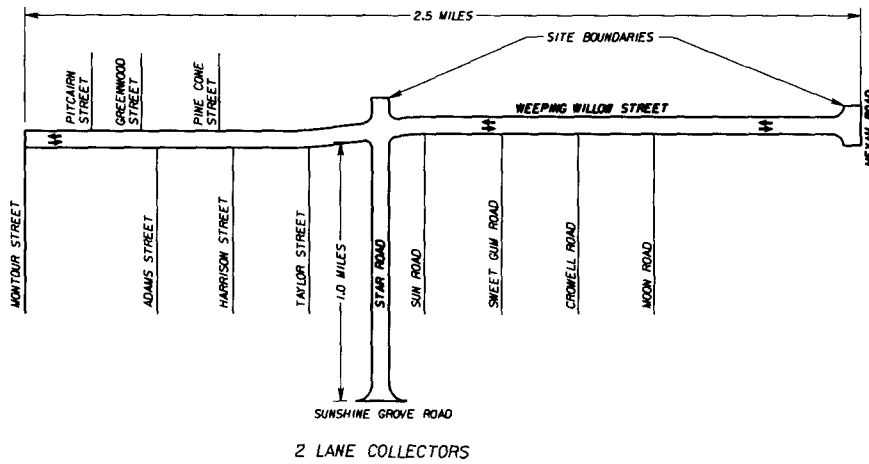
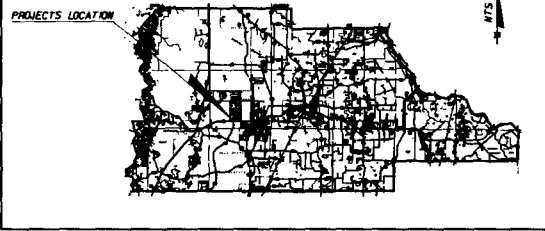
**Park Impact Fees:** The provision of a neighborhood community park or parks shall not entitle the provider of such park(s) to any offset or credit against any portion of the adopted parks and recreation impact fees of the County consistent with an adopted impact fee overlay district for the I-75/SR 50 PDD Area Plan.

**OFFICIAL RECORDS**  
**BK: 2534 PG: 1721**

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**Exhibit D - Graphic Depiction of Developer's Pipeline  
Transportation Improvements**

**EXHIBIT D**  
**PIPELINE SEGMENTS / INTERSECTIONS GRAPHIC**



**Wilson Miller**

Planners Engineers Cartographers Surveyors Landscape Architects Transportation Consultants  
Wilson Miller, Inc.

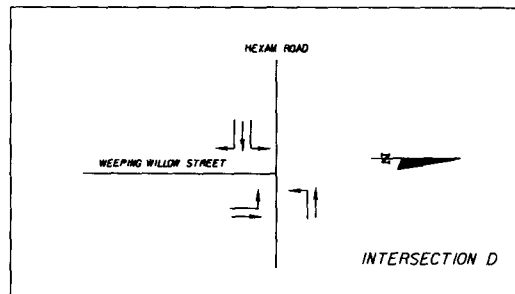
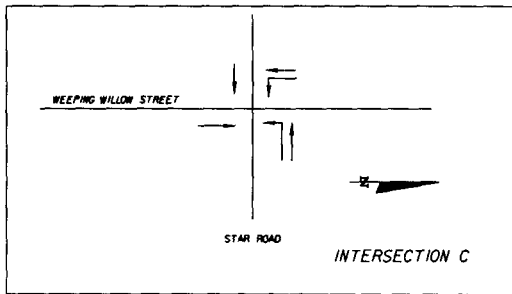
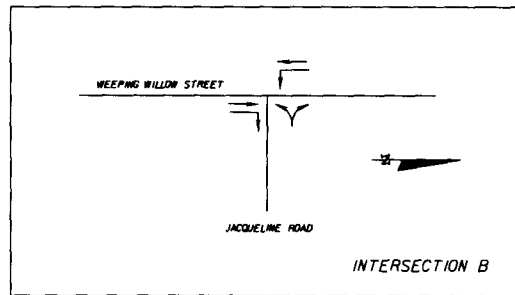
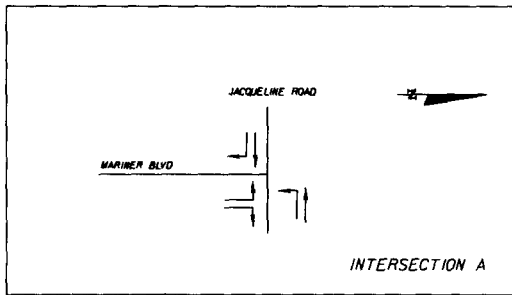
2299 Bay St. 2nd Floor Tallahassee, Florida 32309 Phone: 904-227-1988 Fax: 904-227-8899 Web Site: www.wilsonmiller.com



**PIPELINE SEGMENTS**

**WEEPING WILLOW STREET, STAR ROAD**

**EXHIBIT D**  
**PIPELINE SEGMENTS / INTERSECTIONS GRAPHIC**



**WilsonMiller**

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**PIPELINE INTERSECTIONS**

**LANE CONFIGURATION**

**PAGE 2 OF 2**