

R 131

2007061830  
ROBIN 2491/1770

DEVELOPMENT ORDER

SUNRISE DEVELOPMENT OF REGIONAL IMPACT

HERNANDO COUNTY, FLORIDA

**WHEREAS**, Sunrise Lands Partnership, a Florida partnership (the "Owner") owns approximately 1,385 acres located in Hernando County, lying west of Kettering Road, east of Interstate I-75, south of State Road 50, and north of Dashback Street (the "Property") and which is legally described in **Exhibit A** attached hereto and made a part hereof; and,

**WHEREAS**, the Owner intends 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 May 2005, an Application for Development Approval ("ADA") for the Sunrise Development of Regional Impact ("Sunrise 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 4,200 single family detached units, up to 600 multifamily units, up to 75 motel units, up to 325,000 square feet of retail commercial, up to 50,000 square feet of office, up to 40,000 square feet of mini warehouse and may include, at the Developer's option, up to 18 golf holes and up to a 5,000 square foot clubhouse/amenities center and ancillary facilities on the Property; 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**, the Property is within the I-75/SR 50 Planned Development District (the "I-75/SR 50 PDD") as delineated on the Future Land Use Map ("FLUM") of the County's adopted comprehensive plan; 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 Sunrise DRI; and

**WHEREAS**, on January 18, 2007, the WRPC met and approved the Regional Report and Recommendation relative to the Sunrise DRI (the "WRPC Report"); and,

**WHEREAS**, the Hernando County Board of County Commissioners ("BOCC") has scheduled a hearing on September 12, 2007 to consider the ADA for the Sunrise 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**, by earlier vote this 12<sup>th</sup> day of September 2007, the BOCC approved an area plan governing the development of the I-75/SR 50 PDD Area (the "I-75/SR 50 PDD Area Plan"); and,

LT1-2-2007061830-1

LT2-2491-1770-51

Doc# 2007061830 Fees: \$435.00  
09/20/2007 3:27PM # Pages 51  
Filed & Recorded in Official Records of  
HERNANDO COUNTY CLERK OF COURT  
KAREN NICOLAI

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1           **WHEREAS**, by earlier vote this 12<sup>th</sup> day of September 2007, the BOCC adopted  
2 Ordinance 2007-\_\_ captioned:  
3

4           AN ORDINANCE AMENDING CHAPTER 23 OF THE HERNANDO  
5 COUNTY CODE OF ORDINANCES RELATING TO PLANNING; ADDING  
6 DIVISION 6 TO ARTICLE III THEREIN; CREATING A SHORT TITLE  
7 KNOWN AS “IMPACT FEE SURCHARGE AND PLANNING OVERLAY  
8 ORDINANCE FOR THE GREATER I-75/SR 50 PLANNED DEVELOPMENT  
9 DISTRICT AREA”; PROVIDING FOR APPLICABILITY; ESTABLISHING  
10 THE BOUNDARIES OF THE OVERLAY DISTRICT AS IDENTICAL WITH  
11 CURRENT I-75/SR 50 PLANNED DEVELOPMENT DISTRICT (PDD);  
12 ESTABLISHING AN EXPANDED OVERLAY DISTRICT FOR PURPOSES  
13 OF ROAD IMPROVEMENTS; PROVIDING INTENT AND PURPOSE;  
14 PROVIDING FINDINGS OF FACT; PROVIDING RULES OF  
15 CONSTRUCTION; PROVIDING DEFINITIONS; PROVIDING FOR  
16 IMPOSITION OF CERTAIN IMPACT FEE SURCHARGES FOR PROPERTIES  
17 WITHIN THE OVERLAY DISTRICT; PROVIDING FOR IMPOSITION OF  
18 ROADS IMPACT FEE SURCHARGES FOR PROPERTIES WITHIN THE  
19 EXPANDED OVERLAY DISTRICT; PROVIDING FOR COMPUTATION;  
20 PROVIDING FOR ESTABLISHMENT OF IMPACT FEE SURCHARGE  
21 TRUST FUND ACCOUNTS; PROVIDING FOR USE OF FUNDS;  
22 PROVIDING FOR REFUND OF FEES PAID; PROVIDING FOR  
23 EXEMPTIONS AND CREDITS; PROVIDING FOR INCENTIVES TO  
24 ENCOURAGE DEVELOPERS TO ADVANCE UP-FRONT FUNDS, DONATE  
25 LAND AND/OR PIPELINE IMPROVEMENTS; PROVIDING FOR  
26 ADDITIONAL REGULATIONS REGARDING PLANNING AND  
27 OVERSIGHT WITHIN THE I-75/SR 50 PDD; PROVIDING FOR  
28 ENFORCEMENT; PROVIDING FOR APPEAL; PROVIDING FOR BIENNIUM  
29 REVIEW; PROVIDING FOR SEVERABILITY; PROVIDING FOR  
30 INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

31  
32 and;

33  
34           **WHEREAS**, the proposed development has gone through the review process of the  
35 various agencies and it is now before the BOCC to approve, approve with conditions or deny the  
36 Sunrise DRI pursuant to § 380.06, Fla. Stat.; and,  
37

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

42           **WHEREAS**, in accordance with §§ 125.66 and 380.06, Fla. Stat., the BOCC conducted a  
43 public hearing on September 12, 2007, to review and consider the Sunrise DRI and the instant  
44 Development Order; and,  
45

46           **WHEREAS**, notice of this hearing this date was published in a newspaper of general  
47 circulation and the notice ran at least sixty (60) days prior hereto; and,  
48

49           **WHEREAS**, at the public hearing on this matter, any member of the general public  
50 requesting to do so was given the opportunity to present written or oral communications; and,  
51

52           **WHEREAS**, during the public hearing, all parties were afforded the opportunity to  
53 present evidence and argument on all issues and submit rebuttal evidence; and,  
54



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1 Development Order. Acquired shall be construed broadly and shall include, without limitation,  
2 sale, bargain, donation, transfer, succession, assignment or combination thereof and regardless of  
3 whether same was voluntary or involuntary (*i.e.* insolvency, liquidation, bankruptcy).  
4

5 (c) Sunrise Lands Partnership has represented, and the County has  
6 materially relied upon said representations: (i) that it is current owner of the Property; (ii) the  
7 Developer of the Property shall be some person(s) or entity(ies) other than Sunrise Lands  
8 Partnership; (iii) Sunrise Lands Partnership understands and agrees that this Development Order  
9 shall be binding upon them and their heirs, successors and/or assigns, and including the  
10 Developer, as accepted and agreed to on the last page hereof; and (iv) this Development Order  
11 shall be recorded and shall run with the land.  
12

13 (4) ADA: The ADA (as defined in Section 3 below) for the Sunrise DRI is  
14 hereby approved subject to the terms of this Development Order.  
15

16 (5) Development Description: The Sunrise DRI will be developed as a master  
17 planned community with residential uses, compatible commercial and office uses, golf course  
18 and associated amenities, uses and facilities as provided for in this Development Order. At build  
19 out, and subject to the conditions and restrictions herein, there will be up to 4,200 single family  
20 detached units, up to 600 multifamily units, up to 75 motel units, up to 325,000 square feet of  
21 retail commercial, up to 50,000 square feet of office, up to 40,000 square feet of mini warehouse  
22 and may include up to 18 golf holes and ancillary facilities, *i.e.*, clubhouse, and maintenance  
23 buildings. It is anticipated that development will commence as provided in Section 1(F)(10)(c)  
24 below and continue through build-out.  
25

26 (6) Required Specific Findings of Fact:

27 (a) Assuming full compliance with the terms of this Development  
28 Order, the BOCC specifically finds that the Sunrise DRI DRI does not unreasonably interfere  
29 with the achievements of the objectives of the adopted state land development plan for the  
30 portion of Hernando County where the Property is located.  
31

32 (b) Assuming full compliance with the terms of this Development  
33 Order, the BOCC specifically finds that Sunrise DRI is consistent with the State Comprehensive  
34 Plan as contained in Chapter 187, Fla. Stat. (2006).  
35

36 (c) By the earlier or concurrent adoption of the I-75/SR 50 PDD Area  
37 Plan pursuant to Comprehensive Plan Objective 1.07B and related implementing ordinance by  
38 the BOCC this date, the BOCC specifically finds that Sunrise DRI to be consistent with the  
39 County's adopted Comprehensive Plan and with the County's land development regulations,  
40 subject to the terms of this Development Order.  
41

42 (d) Assuming full compliance with the terms of this Development  
43 Order, the BOCC specifically finds that Sunrise DRI is consistent with the WRPC Report issued  
44 pursuant to § 380.06(12), Fla. Stat. (2006).  
45

46 (7) Legal Description: The legal description of the Property is contained in  
47 **Exhibit A**.  
48

49 (8) Monitoring Procedures: The monitoring procedures are set forth in  
50 Section 4 below.  
51  
52

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(9) Documents/Materials Incorporated Herein By Reference:

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

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

(c) Map H Series, Master Development Plan, as last revised by direction of the County (to accommodate future FDOT plans for I-75 and SR 50) on August 28, 2007, is attached as **Exhibit B** to this Development Order and shall be incorporated into this Development Order by reference and made a part hereof.

(d) Sunrise DRI Water and Sewer Service Agreement, upon its execution by Sunrise Lands Partnership and the County, following and subject to adoption by the BOCC, shall be incorporated into this Development Order by Reference and made a part hereof.

(10) Compliance Dates:

(a) The Developer shall have commenced development (as defined in Section 1(F)(10)(c)(iii) below) with the development approved herein within three (3) years of the Effective Date of this Development Order; provided, however, that the County may extend such commencement date for good cause, as set forth below.

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

(c) Termination Date of the Development Order:

(i) This Development Order shall expire on **December 31, 2025**, unless extended by an amendment to this Development Order duly enacted by the BOCC at a public meeting and otherwise in conformance with § 380.06, Fla. Stat., as such section may be amended or renumbered.

(ii) In the event the Developer fails to have commenced development within three (3) years of the Effective Date of this Development Order, unless this time is extended by the BOCC for good cause, then all approvals hereunder shall terminate and this Development Order shall have no further force or effect.

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

(11) Project Build-out Date and Phasing Build out Dates: The build-out for the project shall be December 31, 2013, unless extended pursuant to § 380.06, Fla. Stat, as amended from time to time, or other applicable law. Notwithstanding the foregoing, if the Developer is in compliance with (and not otherwise in breach of) this Development Order as of November 1, 2013 and the Developer has timely notified the County in writing prior to this date that it requests an extension of the build-out date for any period up to seven (7) years, then the County agrees that such request for an extension of the build-out date (of less than seven (7) years) shall not be deemed a substantial deviation to this Development Order.

(12) Down-zoning; Density Reduction; or Intensity Reduction: Absent the County demonstrating that substantial changes in the conditions underlying the approval of this

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1 Development Order have occurred, or that this Development Order was based on substantially  
2 inaccurate information provided by the Developer, or that the change is clearly established by the  
3 County to be essential to the public health, safety, or welfare, then the Sunrise DRI shall not be  
4 subject to down-zoning, unit density reduction, or intensity reduction from the Effective Date of  
5 this Development Order until the developments approvals granted hereunder terminate pursuant  
6 to Section I(F)(10)(c) above.  
7

8 (13) Reporting: On or before September 1<sup>st</sup> of each year following the adoption  
9 year of this Development Order, the Developer, at the Developer's sole expense, shall prepare  
10 and file an Annual Report with the County and applicable review agencies in accordance with §  
11 § 380.06(15)(c)4 and 380.06(18), Fla. Stat. and Rule 9J-2.025(7), Fla. Admin. Code and Section  
12 5 of this Development Order.  
13

14 **SECTION 2 – CONCLUSIONS OF LAW**  
15

16 (A) Review: The BOCC's review of the ADA for the Sunrise DRI has been conducted  
17 pursuant to the provisions of § 380.06, Fla. Stat.  
18

19 (B) ADA: The ADA for the Sunrise DRI, as modified by this Development Order, is  
20 hereby deemed in substantial compliance with the requirements of § 380.06, Fla. Stat. and Rule  
21 Chapter 9J-2, Fla. Admin. Code.  
22

23 (C) Required Specific Conclusions of Law:  
24

25 (1) Assuming full compliance with the terms of this Development Order, the  
26 BOCC specifically concludes that the Sunrise DRI does not unreasonably interfere with the  
27 achievements of the objectives of the adopted state land development plan for the portion of  
28 Hernando County where the Property is located.  
29

30 (2) Assuming full compliance with the terms of this Development Order, the  
31 BOCC specifically concludes that Sunrise DRI is consistent with the State Comprehensive Plan  
32 as contained in Chapter 187, Fla. Stat. (2006).  
33

34 (3) By the earlier or concurrent adoption of the I-75/SR 50 PDD Area Plan  
35 pursuant to Comprehensive Plan Objective 1.07B and related implementing ordinance by the  
36 BOCC this date, the BOCC specifically concludes that Sunrise DRI to be consistent with the  
37 County's adopted Comprehensive Plan as amended, and with the County's land development  
38 regulations, subject to the terms of this Development Order.  
39

40 (4) Assuming full compliance with the terms of this Development Order, the  
41 BOCC specifically concludes that Sunrise DRI is consistent with the WRPC Report issued  
42 pursuant to § 380.06(12), Fla. Stat. (2006).  
43

44 (D) No Waiver or Exception: The provisions of this Development Order shall not be  
45 construed as a waiver or exception of any rule, regulation or ordinance of Hernando County, its  
46 departments, agencies or commissions, or of any state or federal department, agency or  
47 commission having jurisdiction except where such exception is expressly stated therein. Sunrise  
48 DRI shall be developed in accordance all applicable County Ordinances, rules, and regulations,  
49 specifically including, but without limitation, the County's land development regulations,  
50 zoning, subdivision regulations, utility ordinances, and building codes; any other ordinance  
51 regulating developments within Hernando County; provided, however, that the Development  
52 shall be developed to be consistent with and in accordance with this Development Order; and  
53 further provided any rights vested by this Development Order shall not be affected.  
54

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1 (E) Development Approval: This Development Order constitutes final approval for  
2 the Developer to develop the Property (as described in **Exhibit A**) subject to and in strict  
3 accordance with the terms of this Development Order, and as provided on Map H Series, Master  
4 Development Plan (**Exhibit B**)<sup>1</sup> for up to 4,200 single family detached units, up to 600  
5 multifamily units, up to 75 motel units, up to 325,000 square feet of retail commercial, up to  
6 50,000 square feet of office, up to 40,000 square feet of mini warehouse and up to 18 golf holes  
7 and ancillary facilities, *i.e.*, clubhouse, and maintenance buildings.  
8

9 (F) Developer Ensuring Adequate Provision for Public Facilities: Pursuant to §  
10 380.06(15), Fla. Stat., the development approved under this Development Order is further  
11 conditioned upon the Developer being financially responsible for ensuring the adequate  
12 provision for the public facilities needed to accommodate the impacts of the Development, as  
13 specified in Sections 3 and 4 below.  
14

15 **SECTION 3 – GENERAL CONDITIONS AND RESTRICTIONS**

16 (A) The Application: the “Application” shall consist of all of the following:  
17

18 (1) The Application for Development Approval for the Sunrise Development  
19 of Regional dated May, 2005 together with all attachments thereto.  
20

21 (2) The Sunrise Development of Regional Impact First Sufficiency Response  
22 dated September 2005, together with all attachments thereto.  
23

24 (3) The Sunrise Development of Regional Impact Second Sufficiency  
25 Response dated June 2006, together with all attachments thereto.  
26

27 (4) The Sunrise Development of Regional Impact Third Sufficiency Response  
28 dated September 2006, together with all attachments thereto.  
29

30 (5) The Sunrise Development of Regional Impact Fourth Sufficiency  
31 Response dated November 2006, together with all attachments thereto.  
32

33 (6) Hernando County Planning Department Concurrency Application filed by  
34 Sunrise Lands Partnership on August 22, 2007.  
35

36 (B) The Sunrise DRI shall be developed in accordance with the information, data,  
37 plans, and commitments contained in the Application unless otherwise directed by the terms of  
38 this Development Order.  
39

40 (C) The Developer shall be bound by all of the representations and promises  
41 contained in the Application (as defined in Section 3(A) above) and upon which the County  
42 materially relied in adopting this Development Order. In the event of any conflict between any  
43 document attached to this Development Order or incorporated by reference herein, this  
44 Development Order shall supersede and control.  
45

46 (D) In the event of a conflict between this Development Order and any County land  
47 use regulation or ordinance, this Development Order shall supersede and control. This  
48

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<sup>1</sup>/ Sections 4(L)(6) and 6 permit certain *de minimus* changes to the Map H Series without necessarily triggering a “substantial deviation” or, in some instances, requiring a Notice of Proposed Change (“NOPC”) to this Development Order.

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1 notwithstanding, any applicable County Ordinance containing additional details or regulations,  
2 which do not conflict with the provisions of this Development Order, shall govern the actions of  
3 the Developer in connection with this Development.

4  
5 (E) As used herein, any reference to “directly affected agencies and department”,  
6 “appropriate state agencies”, “applicable state agency”, “other appropriate agencies” or  
7 comparable terms used for any state or local government (other than the County) or entities  
8 thereof shall mean those state or legal entities which have applicable laws or rules over the  
9 subject matter being reviewed, approved or determined.

10  
11 (F) When any state or local entity exercises its right to review, approve or determine,  
12 as provided herein, its actions shall be governed by the criteria and standards set forth in their  
13 rules, regulations or ordinances duly promulgated or adopted pursuant to their legal authority.  
14 Provided, however, nothing herein shall be construed to confer jurisdiction on any state or local  
15 government unit, including the County if said jurisdictional authority does not otherwise exist  
16 under that entities’ applicable laws or rules.

17  
18 (G) The Developer shall not be required to meet any standard or criteria unless  
19 specifically set forth herein or duly promulgated or adopted.

20  
21 (H) Finally, nothing herein shall be construed as preventing the County from  
22 coordinating and consulting with any federal, state, regional or local governments as the County  
23 deems appropriate.

24  
25 **SECTION 4 – SPECIFIC CONDITIONS AND RESTRICTIONS**

26  
27 (A) ENVIRONMENTAL

28  
29 (1) General:

30  
31 (a) Environmental Management Plan. The Developer, at the  
32 Developer’s sole expense, shall prepare and maintain an Environmental Management Plan  
33 (“EMP”). As a general description, the EMP is the umbrella document/plan which addresses, or  
34 attempts to address, all of the various environmental, wildlife and preservation issues as such  
35 matters are detailed in the subsections below. The EMP shall be initially submitted to the  
36 County Planning Department and appropriate state agencies for review and approval as required  
37 under applicable law or the terms of this Development Order at the time the first conditional plat  
38 is submitted, and shall be updated at the time of submission of each subsequent conditional plat.  
39 The information contained in the EMP, as updated from time to time, shall be included in the  
40 Annual Report as provided in Section 5 of this Development Order. Sub-parts of the EMP  
41 include, without limitation:

- 42  
43 ● Stormwater Pollution Prevention Plan (“SWPPP”) per  
44 Section 4(A)(2)(b);
- 45  
46 ● Integrated Pest Management Plan (“IPMP”) per Section  
47 4(A)(2)(f);
- 48  
49 ● Chemical Management Plan (“CMP”) per Section  
50 4(A)(2)(f)
- 51  
52 ● Groundwater Monitoring Program (“GMP”) per Section  
53 4(A)(2)(g);
- 54



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- Wildlife Habitat Management Plan (“WHMP”) per Section 4(A)(4)(b).
- Pet Management Plan (“PMP”) per Section 4(A)(4)(c).

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

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

(a) Protection of Sensitive Subsurface and Karst Features:

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

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

(iii) Conditional Platting. In addition to the lineaments/fracture trace assessment required herein, a geotechnical report shall be submitted to the County at time of and in connection with conditional platting in order to ascertain that the Developer has used its best efforts to avoid adverse impacts to sensitive karst and subsurface features in the overall project design and layout of the Sunrise DRI.

(iv) Best Management Practices. In addition to meeting all requirements of the regulatory agencies, the Developer shall utilize BMPs to control siltation and prevent turbidity during construction activities. These standards can be achieved by utilizing the best available construction techniques for erosion and sedimentation control, as well as meeting the minimum standards for National Pollution Discharge Elimination System (“NPDES”) permitting.

(b) Drainage, Stormwater and Groundwater:

(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 conditional plat 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 normal and accepted engineering practices.

(iii) All 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

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1 shall utilize Low Impact Development (“LID”) methods to reduce the impact of nutrients on  
2 natural wetlands systems. These LID methods may include low impact stormwater design  
3 consisting of vegetated swales and buffers where reasonably feasible prior to discharge of treated  
4 stormwater, tree cluster-rain gardens, pervious pavement, conserving natural areas and wetlands,  
5 minimizing development impacts, attempting to maintain site runoff rates, the use of integrated  
6 management practices, the implementation of pollution prevention, proper maintenance and  
7 public education.

8  
9 (iv) Soil boring(s) shall be used to verify that a minimum of  
10 five feet (5') of suitable soil cover is maintained between each DRA bottom and any subsurface  
11 limestone rock strata, limestone pinnacles or potential karst connections. In the event another  
12 regulatory agency with jurisdiction requires a greater separation depth than 5', compliance with  
13 that agency's greater depth shall be required.

14  
15 (v) All major ponds intended for use as reclaimed water or  
16 irrigation reservoirs shall be lined.

17  
18 (vi) No building permit shall be issued for development unless  
19 and until the Developer provides evidence to the satisfaction of the County that adequate  
20 drainage/storm water management facilities will be available concurrent with the impacts of the  
21 Sunrise DRI at the levels of service adopted in the Hernando County Comprehensive Plan and all  
22 applicable County codes and regulations.

23  
24 (vii) Installation of Monitoring Wells. Following the  
25 preliminary design and layout of the golf course and residential lots within the Sunrise DRI, the  
26 Developer shall submit an updated monitoring well plan to the Florida Department of  
27 Environmental Protection (“FDEP”) for review and approval within their statutory and rule  
28 authority, with a copy to the County Planning Department. The Developer agrees to relocate  
29 existing monitoring wells and/or locate any newly required monitoring wells as required by  
30 FDEP or as identified in the GMP pursuant to Section 4(A)(3)(g). This information shall be  
31 included in the Annual Report as provided in Section 5 of this Development Order.

32  
33 (viii) Ongoing Inspections: Once the on-site surface water  
34 management system is certified to the SWFWMD as being in compliance with all permit  
35 requirements, the Developer shall conduct regular engineering inspections of the on-site surface  
36 water management system as required by local and state regulations to ensure that the system is  
37 being properly maintained in keeping with its design, and is capable of accomplishing the  
38 permitted level of stormwater storage/treatment for which it was designed and intended. The  
39 results of the regular inspections shall be signed and sealed by the appropriate professional and  
40 included in the Developer's Annual Report submitted pursuant to Section 5 of this Development  
41 Order.

42  
43 (c) Wetlands:

44  
45 (i) The Developer shall protect wetland areas through a  
46 combination of (i) Best Management Practices; (ii) SWFWMD ERP permitting criteria; (iii)  
47 compliance with the rules and regulations of the U.S. Environmental Protection Agency (EPA);  
48 (iv) NPDES compliance; (v) no net wetland loss; (vi) an un-disturbed wetland buffer with an  
49 average minimum width of 25'; (vii) the provision of augmentation of wetland buffers by aquatic  
50 plantings; and (viii) conservation easements.

51  
52 (ii) The Developer shall protect on-site surface waters from  
53 construction impacts through various measures, including the use of staked hay bales and silt  
54 screen fences, in order to protect wetlands from erosion and sediment transport.

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1 (d) Flood Plains:

2  
3 (i) The Developer shall direct development away from flood  
4 plains and flood-prone areas in accordance with the County’s Flood Plain Management  
5 Ordinance.

6  
7 (ii) The Developer shall be required to use the best available  
8 data regarding flood plains/flood-prone areas, as made available by, or accepted by the  
9 SWFWMD at the time of building permitting.

10  
11 (e) Additional Requirements for Golf Course<sup>2</sup>:

12  
13 No development permits shall be issued for the construction of any golf course, or portion  
14 thereof, unless and until the Developer demonstrates that such golf course, or portion thereof,  
15 proposed for development approval will comply with the following design, construction,  
16 maintenance, and monitoring requirements:

17  
18 (i) Prior to golf course construction, a minimum of one soil  
19 boring shall be completed for each of the greens (putting area). The soil boring(s) shall be used  
20 to verify that a minimum of five feet (5’) of suitable soil cover is maintained between the greens  
21 surface and any subsurface limestone rock strata, limestone pinnacles or potential karst  
22 connections and to determine subsurface features to a depth of thirty feet.

23  
24 (ii) The golf course(s), including non-play areas of the golf  
25 course, will be designed, constructed, and maintained to meet or exceed the equivalent of the  
26 Audubon International’s Signature Gold Program’s Natural Resource Management Plan’s  
27 Environmental and Design Standards, or another similar program’s environmental and design  
28 standards (the “AISP Gold Standards”), which utilize low impact development principles where  
29 reasonably feasible to minimize development impacts, including, but not limited to, the use of  
30 spreader swales to reduce the potential for impacts from fertilization and stormwater runoff, the  
31 planting of pond littoral shelves and upland conveyance swales.

32  
33 (iii) Florida Friendly Design landscape principles shall be  
34 incorporated into the golf course design and construction.

35  
36 (iv) The golf roughs (*i.e.* the non-play areas) adjacent to the  
37 required wildlife buffer shall be enhanced such as removal of nuisance species and installation of  
38 native vegetation and plantings to further wildlife movement along the corridor.

39  
40 (v) The golf course’s conformance with the AISP Gold  
41 Standards, shall be certified in a professional report and included in each Annual Report prepared  
42 pursuant to Section 5 of this Development Order. In the event any golf course(s) does not  
43 conform with AISP Gold Standards, then the Developer shall, within thirty days of being advised  
44 of such, initiate a plan of action which will achieve conformance with AISP Gold Standards,  
45 within the shortest possible time, and provide Hernando County, FDEP, SWFWMD and FWC  
46 with a copy of such plan. If it takes longer than six months to achieve such standards of  
47 conformance, the Developer shall report to the County and foregoing agencies every two months  
48 on the progress of the equivalent standards conformance.

---

<sup>2/</sup> The Developer may elect not to build the golf course; however, in this event the Developer shall set aside an appropriate portion of said land for open-space and shall provide additional recreational amenities suitable to, and approved by, the County.

1  
2 (f) Grounds Maintenance:  
3

4 (i) Use of Pesticides and Chemicals. Prior to any golf course  
5 construction, the Developer, at the Developer's sole expense, shall prepare, or cause to be  
6 prepared, an IPMP and CMP (as defined in Section 4(A)(1)(a) above)<sup>3</sup> covering such golf course.  
7 Each golf course shall be subject to this requirement. The IPMP/CMP shall be submitted to the  
8 Florida Fish and Wildlife Conservation Commission ("FWC") and the County for review and  
9 comment or approval as authorized under state law or this Development Order, and to the FDEP  
10 and SWFWMD if required by their respective agency rules. Until such time as the IPMP/CMP  
11 has been approved by the respective agencies, no fertilizers, pesticides or herbicides, except for  
12 continuing interim agricultural activities shall be used on the subject golf course. The Developer  
13 shall maintain the IPMP and CMP current and up-to-date for the duration of this Development  
14 Order.

15  
16 (ii) The IPMP/CMP referenced above shall, at a minimum,  
17 include the following:  
18

19 (1.) Require the use of the U.S. Department of  
20 Agriculture - Natural Resources Conservation Service ("NRCS") Soil Pesticide Interaction  
21 Rating Guide for the selection of pesticides based on site specific soil conditions for use that  
22 have a minimum potential for leaching or loss from runoff. All pesticides and chemicals shall  
23 have been approved for use by the U.S. Environmental Protection Agency ("EPA").  
24 Additionally, the nutrient management portions of the IPMP/CMP shall be based upon the NRCS  
25 Nutrient Management Standard and shall include the use of soil or leaf tissue analysis to  
26 determine needed applications of nutrients.  
27

28 (2.) Require that the golf course shall be maintained  
29 under the direction of a superintendent(s) who is licensed by the State to use restricted pesticides  
30 and who is familiar with and experienced in the principles of integrated pest management. The  
31 Developer, with the assistance of the superintendent(s), shall be responsible for ensuring the  
32 implementation of the IPMP/CMP.  
33

34 (3.) Require prevention, diagnosis, and limited treatment  
35 with pesticides. Pesticide application standards shall allow only purposeful and minimal  
36 application of pesticides aimed only at identified target species. Following the on-going interim  
37 agricultural activities, regular widespread application of broad spectrum pesticides shall be  
38 prohibited.  
39

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

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<sup>3/</sup> IPMP and CMP may be referred to in tandem or severally as the context dictates.

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1 pesticides and chemicals shall be used sparingly and only in accordance with BMPs and the  
2 provisions in this Section.

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

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

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

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

25  
26 (1.) Identify and report in writing any statistically  
27 significant trends which may lead to the degradation of water quality, violations of all applicable  
28 surface and ground water quality standards as required in the GMP, and where possible the  
29 source of the degradation or violation of FDEP's water quality standards; and,

30  
31 (2.) Include a remediation plan to mitigate any identified  
32 statistically significant trends which may lead to the degradation of water quality or violation of  
33 FDEP's water quality standards stemming from or contributed to by any development activity  
34 related to the Sunrise DRI. If it is determined that the Development activity is or has been the  
35 cause of a documented statistically significant trend or violation of FDEP's water quality  
36 standards, the report shall include a remediation plan. The remediation plan may include  
37 retesting, if appropriate, and shall identify what has been done and is to be done to mitigate or  
38 eliminate, as determined by a qualified professional, the Development's contribution to the  
39 source of the documented statistically significant trend or violation. The remediation plan and  
40 report, which shall be approved by the agency having jurisdiction, shall propose remediation in  
41 proportion to the Development's contribution to the documented statistically significant trend or  
42 violation. As part of the remediation plan, the Developer may be required by the FDEP, the  
43 County or the SWFWMD to discontinue any activities which significantly contribute to the  
44 violation of FDEP's water quality standards. The preparation and implementation of said  
45 remediation plan, as approved by the state review agencies having jurisdiction and the County,  
46 shall be at the Developer's sole expense.

47  
48 (3.) Changes to the GMP concerning parameters,  
49 sampling locations and sampling frequencies shall be incorporated, if approved by FDEP, based  
50 upon changes in such agency's rules or policies or changes in the proposed design of the golf  
51 course which impact the GMP, or as part of a mitigation plan. The Developer acknowledges the  
52 appropriate permitting agencies may require modifications to the GMP which the Developer  
53 shall prepare at the Developer's sole expense.  
54

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1 (4.) Should any noticeable soil slumping or sinkhole  
2 formation become evident before or during construction activities, all construction work shall  
3 stop in the area of slumping or sinkhole formation and remain stopped in the area of the slumping  
4 or sinkhole formation. The Developer shall comply with permit conditions of the SWFWMD to  
5 develop a plan of action and corrective measures to correct the problem. Once a plan of action  
6 and corrective measures are determined, the Developer shall complete the required  
7 actions/measures and may then resume construction in the area.

8  
9 (5.) Any revision(s) to the GMP shall not be considered  
10 an action requiring the filing of a Notice of Proposed Change for an Amendment to the  
11 Development Order.

12  
13 (6.) If any revision(s) to the GMP have been completed,  
14 a copy of the complete revised GMP shall be submitted as a component of the Developer's  
15 Annual Report in accordance with Section 5 of this Development Order.

16  
17 (ii) Ongoing Groundwater Monitoring. As part of the  
18 implementation of the GMP, ongoing groundwater monitoring shall be conducted through the  
19 term of this Development Order and for a period of five (5) years following complete build-out  
20 of this Development Order, unless continued monitoring beyond this period is required by the  
21 County or the applicable state agency as a result of the Developer's failure to comply with this  
22 Section:

23  
24 (1.) The Developer, at the Developer's sole expense,  
25 shall prepare or cause to have prepared a consolidated groundwater monitoring report for all  
26 wells identified in the GMP. The sampling parameters and sampling frequency must be  
27 consistent with the GMP. The GMP will be submitted to the SWFWMD and/or DEP (as  
28 appropriate) for their review and approval in accordance with their jurisdictional authority. The  
29 monitoring report shall graphically compare on an annual basis the groundwater levels and the  
30 water quality information monitored in each monitoring well.

31  
32 (2.) The Developer shall begin, or cause to begin,  
33 groundwater monitoring and analysis actions consistent with the GMP no later than the issuance  
34 of the first residential building permit and prior to the construction of the first golf course.

35  
36 (3.) The Developer shall submit two (2) copies of the  
37 groundwater analysis annually with the Developer's Annual Report consistent with Section 5 of  
38 this Development Order.

39  
40 (4.) All required groundwater monitoring shall be  
41 conducted by an independent outside firm with all costs borne by the Developer. All reasonable  
42 costs to the County to have the GMP and annual reports reviewed by an outside qualified  
43 professional on their behalf shall be reimbursed by the Developer.

44  
45 (3) Soils and Erosion:

46  
47 (a) Grading Plan: The Developer shall develop a grading plan that  
48 utilizes the pre-development rolling topography to the maximum extent reasonably feasible. The  
49 grading plan shall be provided to the County at the time of and in connection with each  
50 conditional plat application.

(b) Site Disturbance/Erosion:

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

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

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

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

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

(4) Wildlife, Vegetation, and Open Space:

(a) Open Space:

(i) Open space will cover a minimum of one hundred (100) acres. Open space may consist of preservation tracts, waterbodies, wildlife habitat preservation areas, wetlands, buffers, conservation easements, landscaped or natural areas or other similar areas.

(ii) As part of the above open space, the Developer shall provide a natural corridor/green way, at least 100 feet wide (exclusive of the I-75 Corridor/FDOT Right-of-Way Reservation), along the western edge of the Property adjacent to I-75 and extended along the southern edge of the Property line to connect to an isolated wetland located on an adjacent property, as depicted on Map H (**Exhibit B**). This corridor/green way shall be enhanced with native trees, shrubs and common plant material to provide a suitable natural habitat for the Sherman's Fox Squirrels on the Property, and to provide a buffer for residential development from the interstate highway.

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

(b) Wildlife Habitat Management Plan:

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

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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 depicted on  
3 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.) Unpaved pedestrian trails and passive recreation  
16 uses may be permitted in wildlife habitat preservation areas. Impervious trails shall not be  
17 permitted in wildlife habitat preservation areas except for golf cart and service crossings.

18  
19 (5.) Listed plant species shall be incorporated, or  
20 relocated under the supervision of a qualified professional, into habitat preservation areas where  
21 reasonably feasible.

22  
23 (6.) Gopher tortoises shall be relocated on the Property  
24 to the maximum extent feasible. If gopher tortoises must be relocated off-site, the mitigation  
25 shall be on an acre for acre basis, and shall provide for suitable habitat.

26  
27 (7.) Upon approval of the WHMP by the FWC, in  
28 accordance with their jurisdictional authority, and the County, the WHMP shall be incorporated  
29 into this Development Order by reference, and the provisions of said WHMP shall be conditions  
30 of this Development Order.

31  
32 (8.) Any revisions to the WHMP shall not be considered  
33 an action requiring the filing of a Notice of Proposed Change for an amendment to the  
34 Development Order pursuant to § 380.06(19), Fla. Stat. All proposed revision(s) shall be  
35 coordinated with the County.

36  
37 (ii) Monitoring. The Developer's Annual Report (pursuant to  
38 Section 5 of this Development Order) shall report on the monitoring and maintenance of habitat  
39 preservation areas and identify any proposed revision(s) to the WHMP and the EMP,  
40 respectively.

41  
42 (iii) The use of pesticides within wildlife habitat preserves or  
43 management areas shall be consistent with the requirements of the approved WHMP, and shall  
44 be included in the IPMP/CMP pursuant to Section 4(A)(2)(f) above. Pesticides with a high  
45 toxicity to wildlife shall not be permitted.

46  
47 (iv) Trails. To the extent the Developer utilizes trails within the  
48 Development only pervious trails, *e.g.* equestrian, walking, nature, shall be allowed in habitat  
49 protection tracts (impervious trails, *e.g.*, concrete, asphalt, or similar material will not be located  
50 within habitat protection tracts) except for golf cart and service crossings.

51  
52 (c) PMP. The Developer shall prepare a PMP (defined in Section  
53 4(A)(1)(a) above) for review and approval by the County prior to the issuance of the first



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1 building permit. The PMP shall also become part of the deed restrictions and association  
2 documents for the Development.

3  
4 (d) Additional Protection of Vegetative and Wildlife Communities:

5  
6 (i) The Developer shall protect suitable native vegetation as  
7 part of the site design process and shall preserve and maintain the existing hardwood hammocks  
8 depicted on Map H.

9  
10 (ii) Vegetative communities within wildlife habitat tracts which  
11 exist on the Property as of January 2007 (pre-development) are important to maintaining habitat  
12 populations post-development. Accordingly, the Developer shall, to the maximum extent  
13 reasonably feasible, insure that functional representatives of all of the vegetative categories  
14 (based on the 'Florida Land Use Classification System' hierarchical vegetative categories) will  
15 continue to be represented in such wildlife habitat areas during the development process and  
16 post-development.

17  
18 (iii) The Developer shall insure that there will be no net loss of  
19 wetlands during the development process.

20  
21 (B) WATER SUPPLY AND CONSERVATION

22  
23 (1) Water Supply:

24  
25 (a) As a condition to having water supply, the Developer and the  
26 Hernando County Utilities Department shall enter into a Water and Sewer Service Agreement  
27 under such terms which are reasonable and just. Upon its execution by the Developer and the  
28 County, following and subject to adoption by the BOCC (the "W&S Agreement"), the W & S  
29 Agreement shall be incorporated into this Development Order by Reference and made a part  
30 hereof.

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

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

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

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

48  
49 (b) Water-saver shower heads will be offered for residential  
50 construction, and used where applicable in non-residential construction.

51  
52 (c) Automatic shut-off faucets will be used where applicable in non-  
53 residential construction.  
54

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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) High maintenance turf areas on the golf course shall be minimized.

17  
18 (h) The golf course shall be irrigated by on-site well or wells,  
19 stormwater reuse, or through re-use effluent should it become available. In no event may potable  
20 water be used for golf course irrigation. Further, the Developer shall ensure that the golf course  
21 irrigation systems operated for Developer controlled areas utilize and maintain computerized  
22 irrigation based on weather station information, moisture sensing systems to determine existing  
23 soil moisture, evapotranspiration rates, and zone control, to ensure water conservation.

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

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

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

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

52

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1 (m) Multifamily units. The Developer shall utilize common laundry  
2 rooms versus separate laundry hook-ups or require/install low volume laundry machine and  
3 dishwashers where hook-ups are used.

4  
5 (3) Monitoring:

6  
7 (a) As part of the GMP (described in Sections 4(A) above), the  
8 Developer shall monitor for the impacts upon the County's well field and private potable wells.

9  
10 (b) The program and associated analysis shall include at a minimum  
11 the calculation of a monthly water balance (dry year and wet year) for the site, hydro-geologic  
12 cross sections, pre and post development water table/potentiometric surface contour maps, and  
13 procedures for correcting potential impacts.

14  
15 (c) The monitoring program shall be established prior to the initiation  
16 of the construction of infrastructure, and reports shall be provided in conjunction with the  
17 required submission of the Developer's Annual Report as required in Section 5 of this  
18 Development Order.

19  
20 (C) WASTEWATER AND EFFLUENT REUSE

21  
22 (1) Wastewater:

23  
24 (a) The Developer's obligations regarding wastewater and reuse water  
25 are contained in the W&S Agreement referenced above.

26  
27 (b) The Developer shall be liable for all connection fees and other fees  
28 and costs in accordance with the terms of the W&S Agreement.

29  
30 (2) Effluent Reuse:

31  
32 The Developer, to the maximum extent available, shall utilize reuse effluent to irrigate the  
33 golf course and common area landscaping. However, nothing herein is intended to prevent the  
34 use of effluent, to the extent excess effluent is available, for residential and commercial irrigation  
35 within the Development.

36  
37 (D) FIRE

38  
39 The Developer has voluntarily agreed to donate One Hundred and Eighty  
40 Thousand, Seven Hundred and Sixty Five Dollars (\$180,765) to the Hernando County Fire and  
41 Rescue Department to be used exclusively for fire protection equipment and/or facilities that will  
42 serve the area where the Property is located. The donation shall occur prior to the issuance of the  
43 two hundred and first (201<sup>st</sup>) residential building permit.

44  
45 (E) EMERGENCY MANAGEMENT

46  
47 (1) Hurricane Preparedness: The Developer shall mitigate potential hurricane  
48 preparedness impacts by implementing the following measures:

49  
50 (a) Construct the onsite community center, clubhouse or other suitable  
51 facility for use as an emergency hurricane shelter for the Development residents. The facility  
52 must be designed to include, at a minimum, the addition of hurricane storm shutters or impact  
53 resistant windows and doors, the provision of electric generators, the provision of potable water  
54 storage capability, and design to meet the proper wind speeds in the event of a Category 5 storm.

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1 The design and equipping of the facility must be coordinated with the County Emergency  
2 Management Official.

3  
4 (b) The Developer shall require that builders in the development  
5 provide the option of equipping new homes with impact resistant windows and doors, or  
6 hurricane storm shutters that comply with the requirements of the Florida Building Code.

7  
8 (c) The Developer shall provide and maintain a public information  
9 program within the Development's homeowners association for the purpose of educating the  
10 Development's residents regarding the potential hurricane threat.

11  
12 (d) The Developer shall work with the Emergency Management  
13 Department of the County to develop and maintain training for a Community Emergency  
14 Response Team (CERT Training) for the Development.

15  
16 (F) AFFORDABLE HOUSING

17  
18 In furtherance of the Developer's requirement to provide for adequate housing pursuant  
19 to Rule 9J-2.048, Fla. Admin. Code, as such section may be amended or renumbered, the  
20 Developer has voluntarily agreed to donate one hundred dollars (\$100) per residential unit for a  
21 total of \$480,000 to the County to be earmarked for the creation and/or promotion of affordable  
22 housing units within Hernando County. This contribution shall be made in three installments of  
23 \$160,000: the first installment shall be paid prior to the issuance of a building permit for the 101<sup>st</sup>  
24 residential unit; the second installment shall be paid prior to the issuance of a building permit for  
25 the 1601<sup>st</sup> residential unit; and the third installment shall be paid prior to the issuance of a  
26 building permit for the 3201<sup>st</sup> residential unit.

27  
28 (G) PARKS AND RECREATION

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

36  
37 (2) To mitigate its responsibilities to participate in a regional or district park,  
38 the Developer shall be responsible, pursuant to the *Impact Fee Surcharge and Planning Overlay*  
39 *Ordinance for the Greater I-75/SR 50 Planned Development District Area* (as adopted on  
40 September 12, 2007), for all parks impact fees and all parks impact fee surcharges imposed under  
41 the Hernando County Code, without credit or offset, at the time each building permit, or group of  
42 permits, are obtained, unless separately mitigated under a subsequent agreement approved by the  
43 BOCC.

44  
45 (H) SCHOOLS

46  
47 (1) Payment of Educational Facilities Impact Fees and Educational Facilities  
48 Impact Fee Surcharges for Mitigation: The Developer shall be responsible, pursuant to the  
49 Impact Fee Surcharge and Planning Overlay Ordinance for the Greater I-75/SR-50 Planned  
50 Development District Area (as adopted on September 12, 2007), for all applicable educational  
51 facilities impact fees and educational facilities impact fee surcharges (as set forth in Chapter 23,  
52 Article III of the Hernando Code of Ordinances, as such may be amended or renumbered from  
53 time to time) at the time each applicable building permit, or group of permits, are obtained,  
54 without exemption or offset; however, the Developer may receive credits as provided in

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1 subsection (2) below or pursuant to any separate written agreement between the HCSD and the  
2 Developer which fully mitigates the school impacts of the Development.  
3

4 (2) Reservation of School Site for Mitigation: The Owner has agreed to  
5 reserve a school site for the Hernando County School District (“HCSD”) as identified and set  
6 forth in the I-75/SR-50 PDD Area Plan, which site is located on Kettering Road adjacent to the  
7 Development, and which contains approximately 50 to 55 gross acres of land. In the event the  
8 Owner and the HCSD enter into a formal agreement by December 31, 2007, for the provision of  
9 the school site on terms and conditions mutually acceptable to the Owner and HCSD (as  
10 summarized in the Area Plan), then the Owner and the Developer shall comply with the terms of  
11 such agreement as a condition of this Development Order. In such event, the Owner (its assigns,  
12 successors, or the Developer, as may be applicable) shall convey the school site to the HCSD  
13 when and as required by the I-75/SR-50 PDD Area Plan and the agreement between the Owner  
14 and the HCSD, for no cash payment from the HCSD to the Owner. In exchange for said  
15 conveyance of the school site by the Owner, the Owner shall receive (and may sell/assign to the  
16 Developer) educational facilities impact fees credits and educational facilities impact fee  
17 surcharges credits and/or reimbursement, if applicable (per the Impact Fee Surcharge and  
18 Planning Overlay Ordinance for the Greater I-75/SR-50 Planned Development District Area).<sup>4</sup> In  
19 the event the HCSD declines to accept the school site, then the provisions of subsection (1)  
20 above shall continue to apply to the Developer for the Development.  
21

22 (3) By virtue of the obligations of the Owner and/or Developer (as applicable)  
23 pursuant to subsections (1) and (2) above, and upon compliance therewith, the Development shall  
24 be deemed to have fully mitigated its school impacts and shall be vested against concurrency for  
25 the duration of this Development Order.  
26

27 (I) EAST SIDE GOVERNMENT CENTER  
28

29 The Developer shall reserve up to five (5) acres of land within, or in close proximity to,  
30 the Development’s Village Center (or retail center equivalent) for the County to establish an East  
31 Side Government Center, or in such acreage and at such other location mutually agreed upon by  
32 the parties. The Developer, prior to receiving final plat approval for its first subdivision plat,  
33 shall offer to effectuate the transfer this land to the County, at no out-of-pocket cost to the  
34 County, however subject to credits as provided for herein. In the event that the County accepts  
35 the transfer of this land, then the Developer shall receive credits<sup>5</sup> (and/or reimbursement, if

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<sup>4</sup>/ The parties agree that for purposes of calculating credits for the school site, now or in the future, the land for the school site shall be valued and fixed at \$35,000 per acre subject to any applicable multiplier for a Pipeline Donation pursuant to the *Impact Fee Surcharge and Planning Overlay Ordinance for the Greater I-75/SR 50 Planned Development District Area* (as adopted on September 12, 2007).

<sup>5</sup>/ The parties agree that for the purpose of calculating credits for the East Side Government Center, the land for the East Side Government Center site shall be valued at then fair market value (pursuant to an appraisal performed in accordance with the Uniform Standards of Professional Appraisal Practice) at the time of the proposed transfer to the County, and subject to any applicable multiplier for a Pipeline donation pursuant to the *Impact Fee Surcharge and Planning Overlay Ordinance for the Greater I-75/SR 50 Planned Development District Area*, as adopted on September 12, 2007). The County, in its sole discretion, reserves the right not to accept the land, for any reason, and in which event, the obligations under this provision shall cease and the Developer shall receive no impact fee credits or impact fee surcharge credits. In the event the County accepts the transfer of land for an East Side Government Center, then the transfer shall be by warranty deed or plat in such form as specified by the County.

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1 applicable) against the “buildings” portion of its public capital facilities impact fees and public  
2 capital facilities impact fee surcharges for the provision of this land (per Chapter 23, Article III  
3 of the Hernando County Code of Ordinance, as such may be amended or renumbered from time  
4 to time). Finally, assuming the County accepts the land for the East Side Government Center, the  
5 County acknowledges and agrees that the East Side Government Center site shall be considered a  
6 “public facility” and, therefore, not part of the retail, commercial or office development  
7 entitlements authorized for the Sunrise DRI (in other words, the building square footage in the  
8 East Side Government Center shall not be counted against the non-residential square footage  
9 entitlements authorized for the Development under this Development Order).

10  
11 (J) BUFFERING; LAND USE COMPATIBILITY

12  
13 (1) Open Space Corridor/Green way: The Developer shall create an open  
14 space corridor/Green way to serve as a residential buffer and wildlife movement area in  
15 accordance with Section 4(A)(4)(a) above, as depicted on Map H (**Exhibit B**).

16  
17 (2) Visual Buffering: The Developer shall provide and maintain a minimum  
18 thirty foot (30') natural vegetative buffer between all residential areas and any office or  
19 commercial use, except for parcels within the multi-family, retail/office or mixed-use portions of  
20 the Project. Where natural vegetation existing within the buffer area is not adequate, the  
21 Developer shall plant a variety of native canopy trees, understory trees, bushes, shrubs, and  
22 groundcover.

23  
24 (K) TRANSIT AND BICYCLE/PEDESTRIAN FACILITIES

25  
26 (1) The Developer shall provide a transit stop/shelter within close proximity  
27 of the Development’s Village Center (or retail center equivalent).

28  
29 (2) The development of the commercial area and Village Center shall utilize  
30 transit friendly design techniques.

31  
32 (3) Multi-Use Trail Network – Bicycle and Pedestrian Facilities:

33  
34 (a) A multi-use trail network as a designated travel-way for combined  
35 pedestrian, bicycle and other non-motorized travel shall be identified and required during the  
36 rezoning process. This trail network shall be constructed to multi-use trail design standards at  
37 the Developer’s sole expense, and shall include a sidewalk on one side and a multi-use trail on  
38 the other side of all internal collector roadways.

39  
40 (b) Enhancement of the multi-use trail network will provide for  
41 pedestrian/bicycle access throughout the site and be designed in a manner to provide  
42 connectivity—at points along the Development’s perimeter—to link or connect as follows: (i) one  
43 link or connection shall stub-out along Kettering Road in the Development’s northeast corner  
44 and be designed to ultimately connect to Withlatchoochee Trail; and (ii) one link or connection  
45 shall stub-out along the southern boundary adjacent to Dashback Street and be designed to  
46 ultimately connect, through adjacent developments, to the state trail located to the east.

47  
48 (L) ROADS

49  
50 (1) Right-of-Way Dedications:

51  
52 The Developer shall dedicate to the County for public use, by plat or warranty deed (in  
53 such form and with such legal description and sketch as specified by the County) those lands  
54 within the Development related to all of the following road right-of-ways:

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1 (a) SR 50. The right-of-way required for the expansion of SR 50  
2 (Cortez Boulevard) from I-75 NB exit ramp to Kettering Road from 4 lanes to 6 lanes shall be as  
3 determined by the Florida Department of Transportation (“FDOT”) pursuant to its design  
4 standards and regulations; the Developer shall donate all land within the Development necessary  
5 for said expansion together with the required stormwater retention areas and associated drainage.  
6 This right-of-way shall be donated prior to construction, or as required by FDOT in connection  
7 with the preparation of preliminary design and engineering.  
8

9 (b) Parallel Collector Road (parallel to SR50). The right-of-way  
10 required for the Parallel Collector Road shall be eighty feet (80') in width in accordance with the  
11 County’s Facility Design Guidelines for a collector road; the Developer shall donate that portion  
12 denoted on Map H necessary to create this 80' wide Parallel Collector Road (the existing  
13 roadway may, subject to County design approval, be used towards the minimum width). This  
14 right-of-way shall be donated prior to final subdivision plat (if platted) which covers, abuts or  
15 adjoins the Parallel Collector Road, or prior to the issuance of the first non-residential building  
16 permit for vertical construction in this area, whichever occurs first.<sup>6</sup>  
17

18 (c) Kettering Road. The right-of-way required for Kettering Road  
19 shall be one hundred and sixty (160) feet in width; the Developer shall donate eighty feet (80')  
20 westward of the existing center line. This right-of-way shall be donated prior to final subdivision  
21 plat (if platted) which covers, abuts or adjoins the affected portion of Kettering Road, or prior to  
22 the issuance of the first building permit for vertical construction in this area, whichever occurs  
23 first.  
24

25 (d) Sunrise Parkway. The right-of-way required for Sunrise Parkway  
26 from SR 50 to Dashback Road shall be one hundred and twenty feet (120') in width; the  
27 Developer shall donate the entire width of which. The affected portion or portions of this right-  
28 of-way shall be donated prior to each final subdivision plat which covers, abuts or adjoins the  
29 affected portion or portions of Sunrise Parkway.  
30

31 (e) Dashback Road. The right-of-way required for Dashback Road  
32 shall be one hundred and sixty feet (160') in width; from Sunrise Parkway to a point five hundred  
33 feet (500') east of I-75 right-of-way (the “Transition Point”), the Developer shall donate eighty  
34 feet (80') in width, and from the Transition Point to I-75 right-of-way, the Developer shall donate  
35 the entire 160' width. The affected portion or portions of this right-of-way shall be donated prior  
36 to each final subdivision plat which covers, abuts or adjoins the affected portion or portions of  
37 Dashback Road.  
38

39 The foregoing right-of-way dedications may be collectively referred to in this  
40 Development Order as the “Dedications.” For purposes of this Development Order, the parties  
41 agree that the Dedications shall not be eligible for road impact fee credits, road impact surcharge  
42 fee credits or other compensation; however, the County acknowledges and agrees that the  
43 Dedications constitute one of the components mitigating the traffic impacts of the Sunrise DRI  
44 and vesting this Development against transportation concurrency requirements.  
45

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<sup>6/</sup> The parties agree that this Parallel Collector Road shall not relieve the Developer from the construction of the frontage road(s) for that portion of its retail and commercial development that abuts SR 50, only, in accordance with the County’s Frontage Road Ordinance and Facility Design Guidelines.

(2) Pipeline Road Improvements:

(a) Pursuant to the I-75/SR 50 PDD Area Plan, the Developer shall be responsible for fully and satisfactorily completing, subject to applicable County and/or FDOT design requirements, the following pipeline road improvements set forth in **Table-1** below:

**Table-1**

#	<i>Pipeline Road Improvements</i>	<i>Proportionate Share Credit Amount<sup>7</sup></i>	<i>Commence by:</i>	<i>Complete by:</i>
1	Construct an additional two lanes on SR50 from I-75 NB exit ramp to Kettering Road (from 4 lanes to 6 lanes in accordance with FDOT standards and regulations)	\$11,131,375	Prior to the issuance of the 1,201 <sup>st</sup> residential building permit, or by September 12, 2012, whichever occurs first.	Within twenty-four (24) months of commencement
2	SR 50/Kettering Road Intersection Improvements (capacity improvements including additional turn-lanes, improved traffic signalization); and expand Kettering Road segment south to Parallel Collector Road (expand from 2 to 4 lanes to collector road standards)	\$1,265,313* [* the Developer's obligation and credit for this improvement shall be limited to its prorata fair share as determined by the County Engineer]	Prior to the issuance of the 1,201 <sup>st</sup> residential building permit, or by September 12, 2012, whichever occurs first.	Within twenty-four (24) months of commencement

(b) *Pipeline Road Improvements.* The Developer shall be responsible for fully and satisfactorily completing, in accordance with all applicable design standards and regulations, the required pipeline improvements outlined in **Table-1** above. All work shall be commenced and completed within the time frames stated above. All improvements shall be performed in accordance with the County's Facility Design Guidelines and FDOT's design standards and regulations as applicable, and subject to acceptance by the County and FDOT within their respective jurisdictions.

(3) Other Roads/Transportation Improvements:

(a) Pursuant to the I-75/SR 50 PDD Area Plan, the Developer shall be responsible for fully and satisfactorily completing, subject to County design requirements, the following additional roads/transportation improvements set forth in **Table-2** below:

<sup>7</sup>/ Based upon the cost estimates contained in the I-75/SR 50 PDD Area Plan.



Table-2

#	Other Roads/Transportation Improvements	Proportionate Share Credits Amount <sup>8</sup>	Commence by:	Complete by:
3	Construct a parallel collector road which shall run parallel to SR 50 (the "Parallel Collector Road") to 2-lane collector road guidelines	\$2,679,137	That portion West of Sunrise Parkway shall commence prior to the issuance of the 401 <sup>st</sup> residential building, the issuance of the 1 <sup>st</sup> retail commercial building permit for vertical construction, or the first final plat for the retail commercial area, whichever occurs first	Within twelve (12) months of commencement
			That portion East of Sunrise Parkway shall commence prior to the issuance of the 1,201 <sup>st</sup> residential building permit, or 100,000 square feet of non-residential development, whichever occurs first	Within twelve (12) months of commencement
4	Sunrise Parkway constructed to 2-lane major collector road standards	\$5,824,403	As required for development to occur	In conjunction with the applicable residential final plat for the area being developed

(b) *Other Roads/Transportation Improvements.* The Developer shall be responsible for fully and satisfactorily completing, in accordance with all applicable design standards and regulations, the required pipeline improvements outlined in **Table-2** above. All work shall be commenced and completed within the time frames stated above. All improvements shall be performed in accordance with the County's Facility Design Guidelines, and subject to acceptance by the County within its respective jurisdiction.

(4) Sunrise Parkway Alignment with Sherman Hills Boulevard. At the time Sunrise Parkway meets, joins or intersects with SR 50, Sunrise Parkway shall align with Sherman Hills Boulevard to the north, as approved by the County.

(5) I-75 Corridor Right-of-Way Reservation. The Developer shall reserve, set aside, and not build any structures upon, for a period of four (4) years from the Effective Date hereof, that portion of land generally depicted on Map H for potential future expansion of the I-75 Corridor including right-of-way and stormwater drainage areas. This land is being reserved for FDOT for purchase or acquisition by FDOT at fair market value for a period of four (4) years from the Effective Date hereof, or upon the County being notified earlier by FDOT that it does not require this land for the I-75 Corridor improvements in which event this provision shall become null and void. In addition, the subsequent rezoning may require certain adjustments or modifications to comply with the County's zoning and land development regulations.

<sup>8/</sup> Based upon the cost estimates contained in the I-75/SR 50 PDD Area Plan.

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1 (6) Map H – Certain Modifications Considered De Minimis. The parties  
2 acknowledge and agree that Map H (**Exhibit B**) may be reasonably modified to accommodate the  
3 requirements of FDOT related to the I-75 Corridor and/or the requirements of FDOT or the  
4 County, as applicable, related to the required right-of-way, pipeline road improvements, or other  
5 transportation improvements described herein that may affect the details of the Master  
6 Development Plan based upon final engineering and design requirements for the Development.  
7 Accordingly, any modification to Map H that is required to accommodate any of the foregoing  
8 requirements shall not constitute a substantial deviation to the Development Order, and shall not  
9 require any Notice of Proposed Change (NOPC); however, any such required adjustments or  
10 modifications of Map H hereunder shall be reported and shown in the next Annual Report in  
11 accordance with Section 5 below.  
12

13 (7) Exemption from Roads Impact Fee Surcharges. Subject to the Developer  
14 completing its pipeline road improvements (**Table-1** above) as provided herein, then the parties  
15 stipulate that the Developer shall be fully exempt from all roads impact fee surcharges under the  
16 *Impact Fee Surcharge and Planning Overlay Ordinance for the Greater I-75/SR 50 Planned*  
17 *Development District Area*, as adopted on September 12, 2007, and that this exemption shall run  
18 for the life of the Sunrise DRI.  
19

20 (8) Payment of Roads Impact Fees. The Developer shall be responsible for  
21 paying all roads impact fees (but not any roads impact fee surcharges as exempted above)  
22 pursuant to Chapter 23, Article III, Division 5 of the Hernando County Code of Ordinances, as  
23 such provision may be amended or renumbered from time to time, and subject to receiving  
24 certain credits as set forth below:  
25

26 (a) The Developer's pipeline road improvements shown in **Table-1**  
27 above shall be deemed not site-related and thus shall receive 100% roads impact fee credits. The  
28 total amount of the roads impact fee credits shall be equal to the actual costs reasonably and  
29 necessarily incurred by the Developer to design, permit and construct the pipeline road  
30 improvements (including associated stormwater drainage retention required for the roadway  
31 only) shown in **Table-1** (the Developer shall be responsible for providing adequate and  
32 reasonable supporting documentation for all costs claimed).  
33

34 (b) The Developer's other roads/transportation improvements shown  
35 in **Table-2** above shall be deemed partially site-related and partially off-site related and thus shall  
36 be eligible for partial roads impact fee credits as set forth below:  
37

38 (i) The total amount of the roads impact fee credits for the  
39 Parallel Collector Road shall be equal to fifty percent (50%) of the actual costs reasonably and  
40 necessarily incurred by the Developer to design, permit and construct the Parallel Collector Road  
41 (including associated stormwater drainage retention required for the roadway only) shown in  
42 **Table-2** above (the Developer shall be responsible for providing adequate and reasonable  
43 supporting documentation for all costs claimed).  
44

45 (ii) The total amount of the roads impact fee credits for Sunrise  
46 Parkway shall be equal to forty percent (40%) of the actual costs reasonably and necessarily  
47 incurred by the Developer to design, permit and construct Sunrise Parkway (including associated  
48 stormwater drainage retention required for the roadway only) shown in **Table-2** above (the  
49 Developer shall be responsible for providing adequate and reasonable supporting documentation  
50 for all costs claimed).  
51

52 (c) The parties stipulate that the assignment of impact fee credits in the  
53 percentages or amounts stated in subsections (a) and (b) above shall be deemed to satisfy all  
54 requirements contained in § 380.06(16), Fla. Stat., and Rule 9J-2.045, Fla. Admin. Code., as such

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1 may be amended or re-numbered. The parties further stipulate that the assignment and/or  
2 calculation of proportionate share credits pursuant to Section 4(L)(9) below are not related to,  
3 and shall not affect, the Developer's obligations to pay impact fees or alter the determination of  
4 impact fee credits as provided herein for the duration of this Development Order.

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

13  
14 (e) Any roads impact fees paid by the Developer prior to validation of  
15 credits hereunder shall be held by the County in a designated Sunrise DRI roads impact fees  
16 account for reconciliation and/or reimbursement upon a validation of credits. Once all pipeline  
17 road improvements shown in **Table-1** and **Table-2** have been completed and accepted by the  
18 County, then the County shall no longer be required to segregate or separately account for roads  
19 impact fees received in connection with the Sunrise DRI and may use such funds for any purpose  
20 allowed under the County's Roads Impact Fee Ordinance.

21  
22 (9) Proportionate Share Credits. The County agrees that the Developer's  
23 pipeline road improvements shown in **Table-1** and other roads/transportation improvements  
24 shown in **Table-2** meets (and potentially exceeds) all of the Developer's proportionate share  
25 requirements under § 380.06(15), Fla. Stat. and Rule 9J-2.045, Fla. Admin. Code, and that the  
26 Developer shall be entitled to use its excess proportionate share credits against any additional  
27 traffic mitigation which may be indicated by a revised or future traffic study, or studies, until  
28 such credits are exhausted. The calculation of excess proportionate share credits shall be as  
29 follows:

30  
31 (a) The County hereby accepts, and agrees to use, the final  
32 WilsonMiller traffic analysis (prepared in connection within the ADA and the four sufficiency  
33 responses thereto) in any future calculation of the Developer's proportionate share obligation  
34 baseline.<sup>9</sup>

35  
36 (b) The Developer's "proportionate share credits" shall be deemed  
37 fixed at the following agreed amounts: (i) 100% of the amount shown in **Table-1** for Item # 1;

---

<sup>9</sup> WilsonMiller's traffic analyses was predicated on the Development having 3,200 senior adult ('age-restricted') detached homes, 1,000 senior adult ('age-restricted') attached homes, 600 multi-family dwelling units, 75 motel rooms, 50,000 square feet of office, 370,000 square feet of retail commercial which includes 40,000 square feet of mini-warehouse and a 5,000 square feet amenities center (per WilsonMiller's *Third Sufficiency Response* and *Fourth Sufficiency Response* to ADA). Based upon this proposed development mix, WilsonMiller concluded that the proposed development would generate 2,427 external P.M. peak hour vehicle trips, and further concluded that the only 'regional' transportation facilities that would be adversely impacted by the Sunrise DRI were three intersections: SR 50/Cedar Lane; SR 50/Lockhart Road; and SR 50/Sherman Hills Blvd. WilsonMiller assigned \$185,178 as the Developer's "proportionate share" for regional transportation facilities improvements using the DRI rules (per Table entitled "*Revised - November 2006 INTERSECTION IMPROVEMENT PROPORTIONATE SHARE Sunrise DRI*"). The County accepts this number as the baseline obligation subject to the same assumptions relied upon by WilsonMiller.

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plus (ii) 100% of the Developer’s prorata share regarding Item # 2 in **Table-1** (based on actual costs reasonably and necessarily incurred); plus (iii) 100% of the amounts shown in **Table-2**.

(c) Excess proportionate share credits shall equal (b) minus (a) above.

(10) Monitoring:

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

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

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

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

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

(b) Additional Requirements for Substandard Roadways: The impacts to rural roadways in the vicinity of the Development shall be monitored by the County and the Developer. These roadways shall include at a minimum: Church Road, Myers Road, and Lockhart Road. The parties agree that the proposed projects will have traffic impacts to the existing rural roadways in the vicinity of the Development and which roads include, at a minimum: Church Road, Myers Road, and Lockhart Road. The prorata cost attributable to the County performing surface treatments and repairs to these roadways assigned to the Sunrise DRI based upon its projected impacts shall be \$30.00 per dwelling unit. This amount shall be paid in lump sum to the County no later than the County’s issuance of the one hundred and first (101<sup>st</sup>) residential building permit for the Sunrise DRI.

(c) Additional Requirements if External P.M. Peak Hour Trips are Exceeded: Pursuant to the final traffic impact analysis for the Sunrise DRI, the parties stipulate that the Development as currently contemplated is anticipated to generate 2,427 external P.M. peak hour trips at build-out. If, at any time, the annual TIM demonstrates/projects that the Development will exceed the afore number of external P.M. peak hour trips at build-out, then this Development Order shall be amended to mitigate these additional trips at the Developer’s sole expense, subject to any excess proportionate share credits. For purposes of this provision,

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1 external trips generated by the school site (providing the site is accepted, and constructed upon,  
2 by HCSD) or the East Side Government Center (providing the site is accepted, and constructed  
3 upon, by the County) shall not be included in any trip calculation.  
4

5 (M) LAND USE EXCHANGE  
6

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

13 (1) Consistency required. Any proposed land use exchange shall, as a  
14 condition precedent, maintain consistency with the I-75/SR 50 PDD Area Plan, and the land use  
15 ratios established for the I-75/SR 50 PDD by Hernando County Comprehensive Plan Policy  
16 1.07B(3) as such may be amended from time to time. Prior to implementing any land use  
17 exchange hereunder, the Developer shall first obtain a consistency determination from the  
18 Hernando County Planning Department.  
19

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

24 (a) Residential ↓ ≈ ↑ Commercial retail/Office – A modification to  
25 Map H and this Development Order may be allowed which decreases residential dwelling units  
26 by any amount less than four hundred and eighty (480) in exchange for an increase in retail  
27 commercial uses and/or office uses pursuant to the Land Use Equivalency Matrix (“Equivalency  
28 Matrix”) attached as **Exhibit C** hereto and made a part hereof, provided, however, that the  
29 corresponding increase in retail commercial uses and/or office uses does not trigger or exceed  
30 any of the thresholds for a ‘substantial deviation’ set forth in Section 6 below or § 380.06(19)(b),  
31 Fla. Stat., as such section may be amended or renumbered.  
32

33 (b) Motel ↓ ≈ ↑ Commercial retail/Office – A modification to Map H  
34 and this Development Order may be allowed which decreases or eliminates the 75 motel units in  
35 exchange for an increase in retail commercial uses and/or office uses pursuant to the Equivalency  
36 Matrix (**Exhibit C**), provided, however, that the corresponding increase in retail commercial uses  
37 and/or office uses does not trigger or exceed any of the thresholds for a ‘substantial deviation’ set  
38 forth in Section 6 below or § 380.06(19)(b), Fla. Stat., as such section may be amended or  
39 renumbered.  
40

41 (c) Mini warehouse ↓ ≈ ↑ Commercial retail/Office – A modification  
42 to Map H and this Development Order may be allowed which reduces or eliminates the 40,000  
43 square feet of mini-warehouse in exchange for an increase in retail commercial uses and/or office  
44 uses pursuant to the Equivalency Matrix (**Exhibit C**), provided, however, that the corresponding  
45 increase in retail commercial uses and/or office uses does not trigger or exceed any of the  
46 thresholds for a ‘substantial deviation’ set forth in Section 6 below or § 380.06(19)(b), Fla. Stat.,  
47 as such section may be amended or renumbered.  
48

49 (d) Office ↓ ≈ ↑ Commercial retail – A modification to Map H and this  
50 Development Order which decreases office uses by any amount less than 5,000 square feet in  
51 exchange for an increase in commercial retail uses pursuant to the Equivalency Matrix (**Exhibit**  
52 **C**), provided, however, that the corresponding increase commercial retail uses does not trigger  
53 or exceed any of the thresholds for a ‘substantial deviation’ set forth in Section 6 below or §  
54 380.06(19)(b), Fla. Stat., as such section may be amended or renumbered.

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1 (e) Commercial retail ↓ ≈ ↑ Office – A modification to Map H and this  
2 Development Order which decreases retail commercial uses by any amount less than 32,500  
3 square feet in exchange for an increase in office uses pursuant to the Equivalency Matrix  
4 (**Exhibit C**), provided, however, that the corresponding increase office uses does not trigger or  
5 exceed any of the thresholds for a ‘substantial deviation’ set forth in Section 6 below or §  
6 380.06(19)(b), Fla. Stat., as such section may be amended or renumbered.

7  
8 (f) Other – Any other land use exchange not identified above or which  
9 increases the number of residential dwelling units allowed (*i.e.* 4,800 total units) shall be subject  
10 to the NOPC process.

11  
12 (3) Required notification to County and WRPC. At least thirty (30) days prior  
13 to initiating or implementing any land use exchange under this provision, the Developer shall  
14 provide written notice to the County and the WRPC setting forth its proposed change.

15  
16 (4) No substantial deviation. In no event may any of the land use exchanges  
17 described above, individually or cumulatively, trigger or exceed any of the thresholds for a  
18 ‘substantial deviation’ set forth in Section 6 below or § 380.06(19)(b), Fla. Stat., as such section  
19 may be amended or renumbered.

20  
21 (5) No waiver of zoning or master plan review or approval. The parties agree  
22 that the land use exchanges identified above do not grant the Developer any zoning or master  
23 plan entitlement as a matter of right but are merely to avoid the NOPC process where there are no  
24 resulting increases in external vehicle trips (per the Equivalency Matrix). The parties further  
25 agree that nothing in this provision shall be deemed to waive, supersede or negate any zoning  
26 review or approval process and/or master plan review or approval process in connection with the  
27 change of any land use or uses allowed under this Development Order.

28  
29 (6) Annual Report. Any land use exchange effectuated under this provision  
30 shall be reported in the next Annual Report pursuant to Section 5 below and shall include a  
31 revised Map H and a description of the change.

32  
33 (N) HISTORICAL PRESERVATION

34  
35 In the event any archaeological artifacts are discovered during Development construction,  
36 the Developer shall stop construction in that area and immediately notify the County, the WRPC,  
37 DCA and the Division of Historical Resources of the Florida Department of State. Proper  
38 protection measures, under the supervision of a qualified professional shall be undertaken to the  
39 satisfaction of the County, DCA and Division of Historical Resources, and shall be provided by  
40 the Developer, consistent with Rule 9J-2.043, Fla. Admin. Code, requirements.

41  
42 (O) NOISE AND LIGHT

43  
44 (1) Noise: To minimize the impacts on adjacent properties from golf course  
45 maintenance equipment, the Developer shall use golf course maintenance equipment that  
46 complies with applicable U.S. Environmental Protection Agency noise pollution standards and  
47 the Hernando County Noise Ordinance.

48  
49 (2) Light: Lighting throughout the Development shall be designed in order to  
50 shield the night sky.

(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 4,200 single family detached units, up to 600 multifamily units, up to 75 motel units, up to 325,000 square feet of retail commercial, up to 50,000 square feet of office, up to 40,000 square feet of mini warehouse and up to 18 golf holes with a 5,000 square foot amenities center/clubhouse and ancillary facilities on the Property, with an estimated demand of:

- (a) 1,568,000 GPD for Residential
- (b) 81,850 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 the I-75/SR 50 PDD Area Plan, 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 4,200 single family detached units, up to 600 multifamily units, up to 75 motel units, up to 325,000 square feet of retail commercial, up to 50,000 square feet of office, up to 40,000 square feet of mini warehouse and up to 18 golf holes with a 5,000 square foot amenities center/clubhouse and ancillary facilities on the Property, with an estimated demand of:

- (a) 1,254,400 GPD for Residential
- (b) 64,980 GPD for Non-residential (i.e. retail commercial, golf clubhouse)

has been satisfied, subject to full compliance with the W&S Agreement and the terms of this Development Order and the I-75/SR 50 PDD Area Plan, 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 4,200 single family detached units, up to 600 multifamily units, up to 75 motel units, up to 325,000 square feet of retail commercial, up to 50,000 square feet of office, up to 40,000 square feet of mini warehouse and up to 18 golf holes with a 5,000 square foot amenities center/clubhouse and ancillary facilities 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.

(4) Solid Waste: Pursuant to the County’s Adequate Public Facilities Ordinance, the County hereby deems that concurrency for solid waste for up to up to 4,200 single family detached units, up to 600 multifamily units, up to 75 motel units, up to 325,000 square feet of retail commercial, up to 50,000 square feet of office, up to 40,000 square feet of mini warehouse and up to 18 golf holes with a 5,000 square foot amenities center/clubhouse and ancillary facilities on the Property with an estimated demand of:

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- 1 (a) 56,880 pounds per day residential (4,800 units x 2.37 x
- 2 4.75 LOS)
- 3 (b) 18,425 pounds per day commercial
- 4

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

8  
9 (5) Parks and Open Space: Pursuant to the County’s Adequate Public  
10 Facilities Ordinance, the County hereby deems that concurrency for parks and open space for up  
11 to 4,200 single family detached units and up to 600 multifamily units on the Property with an  
12 estimated demand of:

- 13
- 14 (a) 22.75 acres User-Oriented Parks (4800 x 2.37 pph/1000
- 15 x 2 acre LOS)
- 16 (b) 22.75 acres Open Space (4800 x 2.37/1000 x 2 acre
- 17 LOS)
- 18

19 has been satisfied, subject to full compliance with the terms of this Development Order and the I-  
20 75/SR 50 PDD Area Plan, and assuming that no substantial deviation occurs which would require  
21 concurrency under this subsection to be reevaluated or would require additional mitigation.

22  
23 (6) Transportation: Pursuant to the County’s Adequate Public Facilities  
24 Ordinance, the County hereby deems that concurrency for transportation (roads) for up to 4,200  
25 single family detached units, up to 600 multifamily units, up to 75 motel units, up to 325,000  
26 square feet of retail commercial, up to 50,000 square feet of office, up to 40,000 square feet of  
27 mini warehouse and up to 18 golf holes with a 5,000 square foot amenities center/clubhouse and  
28 ancillary facilities on the Property with an estimated external P.M. peak hour trip demand:

- 29
- 30 (a) External P.M. Peak Hour Trips: 2,427 (total)
- 31

32 has been satisfied, subject to full compliance with the terms of this Development Order and the I-  
33 75/SR 50 PDD Area Plan, and assuming that no substantial deviation occurs which would require  
34 concurrency under this subsection to be reevaluated or would require additional mitigation.

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

42  
43 **SECTION 5 – ANNUAL REPORT**

44  
45 (A) Pursuant to § 380.06(18), Fla. Stat., the Developer shall prepare, at its sole  
46 expense, an Annual Report which meets the requirements of § 380.06, Fla. Stat., Rule 9J-  
47 2.025(7) and the provisions below.

48  
49 (B) The Annual Report shall contain the following minimum information, data and  
50 analysis:

- 51
- 52 (1) Rule Requirements: All of the information required under Rule 9J-  
53 2.025(7), Fla. Admin. Code:
- 54



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- 1 (a) Any changes in the plan of development, or in the representations  
2 contained in the ADA, or in the phasing for the reporting year and for the next year;  
3
- 4 (b) A summary comparison of development activity proposed and  
5 actually conducted for the year;  
6
- 7 (c) Identification of undeveloped tracts of land, other than individual  
8 single family lots, that have been sold to a separate entity or developer;  
9
- 10 (d) Identification and intended use of lands purchased, leased or  
11 optioned by the Developer adjacent to the original DRI site since the Development Order was  
12 issued;  
13
- 14 (e) A specific assessment of the developer's and the local government's  
15 compliance with each individual condition of approval contained in the DRI Development Order  
16 and the commitments which are contained in the Application for Development Approval and  
17 which have been identified by the local government, the Regional Planning Council or the  
18 Department of Community Affairs as being significant;  
19
- 20 (f) Any known incremental DRI applications for development  
21 approval or requests for a substantial deviation determination that were filed in the reporting year  
22 and to be filed during the next year;  
23
- 24 (g) An indication of a change, if any, in local government jurisdiction  
25 for any portion of the development since the Development Order was issued;  
26
- 27 (h) A list of significant local, state and federal permits which have  
28 been obtained or which are pending by agency, type of permit, permit number and purpose of  
29 each;  
30
- 31 (i) A statement that all persons have been sent copies of the biennial  
32 report in conformance with § 380.06(15) and (18), Fla. Stat.; and  
33
- 34 (j) A copy of any recorded notice of the adoption of a Development  
35 Order or the subsequent modification of an adopted Development Order that was recorded by the  
36 developer pursuant to § 380.06(15)(f), Fla. Stat.  
37
- 38 (2) Additional Requirements: The Annual Report shall contain the following  
39 requirements:  
40
- 41 (a) Any revisions to the IPMP and/or the CMP;  
42
- 43 (b) The status of the Audubon International Signatures Program,  
44 including status of certification and compliance;  
45
- 46 (c) The status of any inspections and compliance of the on-site  
47 surface water management system by a qualified professional;  
48
- 49 (d) The most recent EMP analysis, including all affected sub-parts,  
50 shall be submitted with the Annual Report;  
51
- 52 (e) The status of any revisions to the EMP together with identification  
53 of any proposed revisions;  
54

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- 1 (f) The status of the monitoring and maintenance of wildlife habitat  
2 and preservation areas;  
3  
4 (g) Identification of any proposed revisions to the WHMP;  
5  
6 (h) The status on the general maintenance staff and landscape  
7 installation/maintenance firms education program;  
8  
9 (i) The status of all impacts to neighboring wells, including County  
10 wells, since the preceding report and identification of any proposed mitigation regarding any  
11 adverse impacts;  
12  
13 (j) The status on the water use education program;  
14  
15 (k) The status on the well field and private well ground water  
16 monitoring program;  
17  
18 (l) The status on school capacity reporting;  
19  
20 (m) The status on current and projected capacity on the following  
21 intersections: Kettering Road/SR 50; and Sunrise Parkway/SR 50;  
22  
23 (n) The status on the condition, average daily volumes of traffic, and  
24 the Development's impact on all unpaved and substandard roadways listed in Section 4(K)(3)(b);  
25 and,  
26  
27 (o) The Annual TIM.

28  
29 (C) The Annual Report shall be submitted, on or before February 1<sup>st</sup> of each year  
30 following the adoption year of this Development Order until termination of development activity  
31 to: Hernando County, DCA, WRPC, SWFWMD, FDOT, FWC, FDEP and such additional  
32 parties as may be appropriate or required by law.  
33

34 **SECTION 6 – SUBSTANTIAL DEVIATION**

35  
36 Pursuant to § 380.06(15)(c)5, Fla. Stat. (2006), any of the following changes, individually  
37 or commutatively, shall be deemed a “substantial deviation” (as defined in § 380.06, Fla. Stat.) to  
38 this Development Order:  
39

40 (A) An increase to the total number of dwelling units by 480 or more units (10% of  
41 4,800).  
42

43 (B) An increase in commercial development by 55,000 square feet of gross floor area  
44 or of parking spaces provided for customers for 330 cars or ten (10%) percent increase of either  
45 of these, whichever is greater.  
46

47 (C) A decrease in the area set aside for open space by 20 acres (other than golf  
48 course).  
49

50 (D) A fifteen percent (15%) increase in the number of external vehicle trips generated  
51 by the Sunrise DRI above that which was projected during the DRI review process which  
52 occurred in 2007. For purposes of this provision, external trips generated by the school site  
53 (providing the site is accepted, and constructed upon, by HCSD) or the East Side Government

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1 Center (providing the site is accepted, and constructed upon, by the County) shall not be included  
2 in any calculation.

3  
4 (E) An extension of the Build out date of Sunrise DRI (see Section 1(F)(11) above),  
5 by seven (7) years or more.

6  
7 **SECTION 7 - FURTHER PROVISIONS**

8  
9 **BE IT FURTHER RESOLVED BY THE HERNANDO COUNTY BOARD OF**  
10 **COMMISSIONERS THAT THE FOLLOWING SHALL APPLY:**

11  
12 (A) That this Development Order shall constitute the Development Order of Hernando  
13 County, Florida in response to the ADA for the Sunrise DRI filed by the Developer.

14  
15 (B) That the definitions found in Chapter 380, Fla. Stat. (2006) shall apply to this  
16 Development Order.

17  
18 (C) That this Development Order shall run with the land and shall be binding upon all  
19 affected persons.

20  
21 (D) That in the event any portion or section of this Development Order is determined  
22 to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall  
23 in no manner affect the remaining portions or sections of this Development Order, which shall  
24 remain in full force and effect.

25  
26 (E) That a certified true copy of this Development Order shall be recorded in the  
27 Public Records of Hernando County, Florida in accordance with § 380.06(15), Fla. Stat., and this  
28 Development Order shall govern the development of the Property.

29  
30 (F) Absent the County demonstrating that substantial changes in the conditions  
31 underlying the approval of this Development Order has occurred, or that this Development Order  
32 was based on substantially inaccurate information provided by the Developer, or that the change  
33 is clearly established by the County to be essential to the public health, safety, or welfare, then  
34 the Sunrise DRI (as approved under this Development Order) shall not be subject to down-  
35 zoning, unit density reduction, or intensity reduction from the Effective Date of this  
36 Development Order until the developments approvals granted hereunder terminate pursuant to  
37 this Development Order or applicable law.

38  
39 (G) This Development Order shall be effective upon adoption hereof (the "Effective  
40 Date"), provided, however, that a filing of a Notice of Appeal pursuant to § 380.07, Fla. Stat.,  
41 will stay the effectiveness of this Development Order.

42  
43 (H) This Development Order will expire as provided in Section 1(F)(10) above.

44  
45 (I) That approval of this Development Order shall not exempt any portion or unit of  
46 the Sunrise DRI from the payment of all required impact fees, impact fee surcharges or from any  
47 future impact fees or impact fee surcharge increases, except as expressly provided in this  
48 Development Order. Impact fees and impact fee surcharges shall be due in full without credit or  
49 offset except as expressly provided for in this Development Order.

50  
51 (J) The Chairperson of the BOCC is authorized to execute this Development Order.

52  
53 (K) That copies of this Development Order shall be transmitted immediately, by U.S.  
54 Certified Mail, to WRPC, DCA and the Developer.

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1 (L) Nothing herein shall be construed as prohibiting the Developer from appealing  
2 any future decision by the County, in regard to the implementation or enforcement of this  
3 Development Order, to the BOCC for its review.  
4

5 (M) The partners comprising Sunrise Lands Partnership may execute this  
6 Development Order in duplicate originals, with separate signature pages, all of which shall  
7 constitute and comprise the same original Development Order. The fully executed original  
8 Development Order shall be recorded in the public records of Hernando County, Florida.  
9

10 **ADOPTED IN REGULAR SESSION THIS 12<sup>th</sup> DAY OF SEPTEMBER, 2007 IN**  
11 **BROOKSVILLE, FLORIDA.**

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



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Attest: Karen Nicolai  
KAREN NICOLAI  
CLERK

By: Jeff Stabins  
JEFF STABINS,  
CHAIRMAN

Approved for Form  
and Legal Sufficiency  
By: Geoffrey T. Kirk 8/30/07  
Geoffrey T. Kirk  
Assistant County Attorney

**ACCEPTED AND AGREED TO BY THE OWNER (BY THE PARTNERS OF THE  
SUNRISE LANDS PARTNERSHIP) ON SUBSEQUENT SIGNATURE PAGES**


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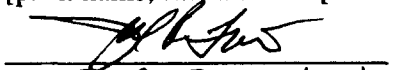
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The Owner (by and through its partner named below) hereby accepts and agrees to all terms, conditions and restrictions contained in the Development Order set forth above and further agrees to be bound by same for ourselves, our heirs, successors and/or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

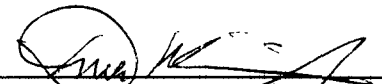
**Witnessed:**

  
\_\_\_\_\_  
[print name, title and date]

  
\_\_\_\_\_  
Joel R. Pau 9/12/07  
[print name, title and date]

**SUNRISE LANDS PARTNERS (OWNER)**

By: **MAK Family Partnership, Ltd.,**  
a Florida limited partner (as a Partner)

By:   
\_\_\_\_\_  
James H. Kimbrough, Jr.,  
Its Managing General Partner

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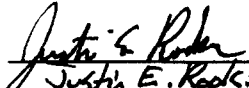
**ACCEPTED AND AGREED TO:**

The Owner (by and through its partner 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.

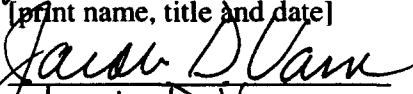
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**Witnessed:**

**SUNRISE LANDS PARTNERS (OWNER)**

  
\_\_\_\_\_  
Justin E. Rooks  
[print name, title and date]

  
\_\_\_\_\_  
T. E. Bronson (as a Partner)

  
\_\_\_\_\_  
Jacob D. Varn  
[print name, title and date]

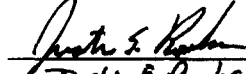
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**ACCEPTED AND AGREED TO:**

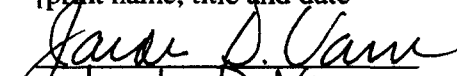
The Owner (by and through its partner named below) hereby accepts and agrees to all terms, conditions and restrictions contained in the Development Order set forth above and further agrees to be bound by same for ourselves, our heirs, successors and/or assigns as long as this Development Order remains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

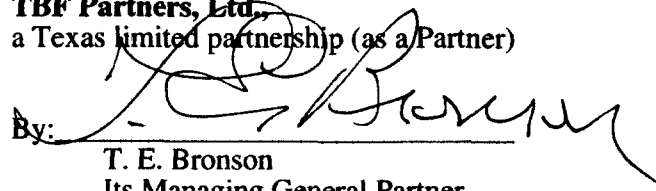
**Witnessed:**

**SUNRISE LANDS PARTNERS (OWNER)**

  
\_\_\_\_\_  
Justin E. Rooks  
[print name, title and date]

By: **TBF Partners, Ltd.**,  
a Texas limited partnership (as a Partner)

  
\_\_\_\_\_  
Jacob D. Varn  
[print name, title and date]

By:   
\_\_\_\_\_  
T. E. Bronson  
Its Managing General Partner

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**ACCEPTED AND AGREED TO:**

The Owner (by and through its partner 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.

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**Witnessed:**

**SUNRISE LANDS PARTNERS (OWNER)**

Justin Parks  
Justin Parks 9-12-07  
[print name, title and date]

By: **Buckner Sunrise Revocable Trust dated  
March 3, 1989** (as a Partner)

[Signature]  
Joel R. Tew 9/12/07  
[print name, title and date]

By: [Signature]  
Robert A. Buckner, Trustee



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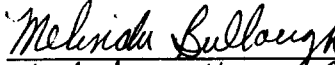
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The Owner (by and through its partner named below) hereby accepts and agrees to all terms, conditions and restrictions contained in the Development Order set forth above and further agrees to be bound by same for ourselves, our heirs, successors and/or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

SUNRISE LANDS PARTNERS (OWNER)

  
Melinda Bullough 9/10/07  
[print name, title and date]

  
John Hale McKethan (as a Partner)

  
Joel R. Tew 9/12/07  
[print name, title and date]

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**ACCEPTED AND AGREED TO:**

The Owner (by and through its partner 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.

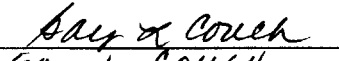
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**Witnessed:**

**SUNRISE LANDS PARTNERS (OWNER)**

  
G. MAX BARNES  
[print name, title and date]

  
Sharon P. McKethan  
Sharon P. McKethan (as a Partner)

  
Gay L. COUCH  
[print name, title and date]

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**Schedule of Exhibits**

**OFFICIAL RECORDS**  
**BK: 2491 PG: 1812**

- Exhibit A - Legal Description
  - Exhibit B - Map H Series, Master Development Plan (last revised 8-28-07)
  - Exhibit C - Land Use Equivalency Matrix
- Revised (08/30/07)**

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**Exhibit A**  
**Legal Description**

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

For a POINT OF BEGINNING commence at the Southwest corner of the Southeast 1/4 of said Section 8; thence N.89°05'38"W., along the South boundary of the Southwest 1/4 of said Section 8, a distance of 2,670.54 feet to the Southwest corner of said Section 8; thence N.89°16'50"W., along the South boundary of the Southeast 1/4 of said Section 7, a distance of 2655.16 feet to the Southwest corner of the Southeast 1/4 of said Section 7; thence N.89°16'33"W., along the South boundary of the Southwest 1/4 of said Section 7, a distance of 949.56 feet to the Easterly right-of-way of Interstate No. 75; thence along said Easterly right-of-way of Interstate No. 75 the following twelve (12) courses and distances: (1) N.00°04'24"E., a distance of 683.61 feet to a point of curvature; thence (2) Northerly 362.84 feet along the arc of a curve to the right, said curve having a radius of 5,539.58 feet, a central angle of 03°45'10", and a chord bearing and distance of N.01°56'59"E., 362.78 feet; thence (3) N.85°38'22"W., a distance of 40.00 feet to a non-tangent point of curvature; thence (4) Northerly 2,319.20 feet along the arc of a curve to the right, said curve having a radius of 5,579.58 feet, a central angle of 23°48'56", and a chord bearing and distance of N.15°44'16"E., 2,302.54 feet; thence (5) N.27°38'44"E., a distance of 666.59 feet; thence (6) S.62°17'56"E., a distance of 39.91 feet; thence (7) N.27°42'04"E., a distance of 158.00 feet; thence (8) N.62°17'56"W., a distance of 40.07 feet; thence (9) N.27°38'44"E., a distance of 4,326.02 feet to a point of curvature; thence (10) Northeasterly 1758.80 feet along the arc of a curve to the left, said curve having a radius of 5,879.58 feet, a central angle of 17°08'21", and a chord bearing and distance of N.19°04'34"E., 1752.24; thence (11) N.15°36'13"E., a distance of 339.01 feet; thence (12) N.15°36'35"E., a distance of 47.60 feet to the Southwest corner of the map or plat of SUNRISE COMMERCIAL PLAZA, per Plat Book 31, Page 11, of the Public Records of Hernando County, Florida; thence along the South boundary of said map or plat of SUNRISE COMMERCIAL PLAZA the following twelve (12) courses and distances: (1) S.74°23'51"E., a distance of 279.51 feet; thence (2) N.15°36'21"E., a distance of 127.32 feet; thence (3) S.89°43'43"E., a distance of 490.94 feet to a non-tangent point of curvature; thence (4) Southeasterly 39.27 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 89°59'34", and a chord bearing and distance of S.44°43'40"E., 35.35 feet; thence (5) S.89°43'41"E., a distance of 140.45 feet; thence (6) N.00°16'43"E., a distance of 25.00 feet; thence (7) S.89°43'46"E., a distance of 108.45 feet to a non-tangent point of curvature; thence (8) Easterly 147.45 feet along the arc of a curve to the left, said curve having a radius of 499.77 feet, a central angle of 16°54'14", and a chord bearing and distance of N.81°49'27"E., 146.91 feet; thence (9) N.73°22'34"E., a distance of 138.62 feet to a non-tangent point of curvature; thence (10) Easterly 123.85 feet along the arc of a curve to the right, said curve having a radius of 420.11 feet, a central angle of 16°53'30", and a chord bearing and distance of N.81°49'27"E., 123.41 feet; thence (11) S.89°43'41"E., a distance of 170.00 feet; thence (12) N.00°16'25"E., a distance of 80.00 feet to the Southwest corner of "Parcel 3" as described in Official Records Book 706, Page 46, of the Public Records of Hernando County, Florida; thence S.89°43'41"E., along the South boundary of said "Parcel 3", to the Southeast corner thereof and continue thence S.89°43'41"E. along the South boundary of Parcel 2 & 1 which are also described in Official Records Book 706, Page 46 a total of 1600.19 feet to the Southeast corner of said "Parcel 1"; thence N.00°16'19"E., along the East boundary of said "Parcel 1", a distance of 670.00 feet to the South right-of-way of State Road No. 50; thence along said South right-of-way of State Road No. 50 the following four (4) courses and distances: (1) S.89°45'44"E., a distance of 723.88 feet; thence (2) S.89°49'37"E., a distance of 508.97 feet to a point of curvature; thence (3) Easterly 743.51 feet along the arc of a curve to the right, said curve having a radius of 5,597.65 feet, a central angle of 07°36'37", and a chord bearing and distance of S.86°01'19"E., 742.97 feet; 4) thence S.44°55'59"E., a distance of 33.03 feet to the Westerly right-of-way of Kettering Road; thence S.00°26'27"W., along said Westerly right-of-way, a distance of 1,425.34 feet to the

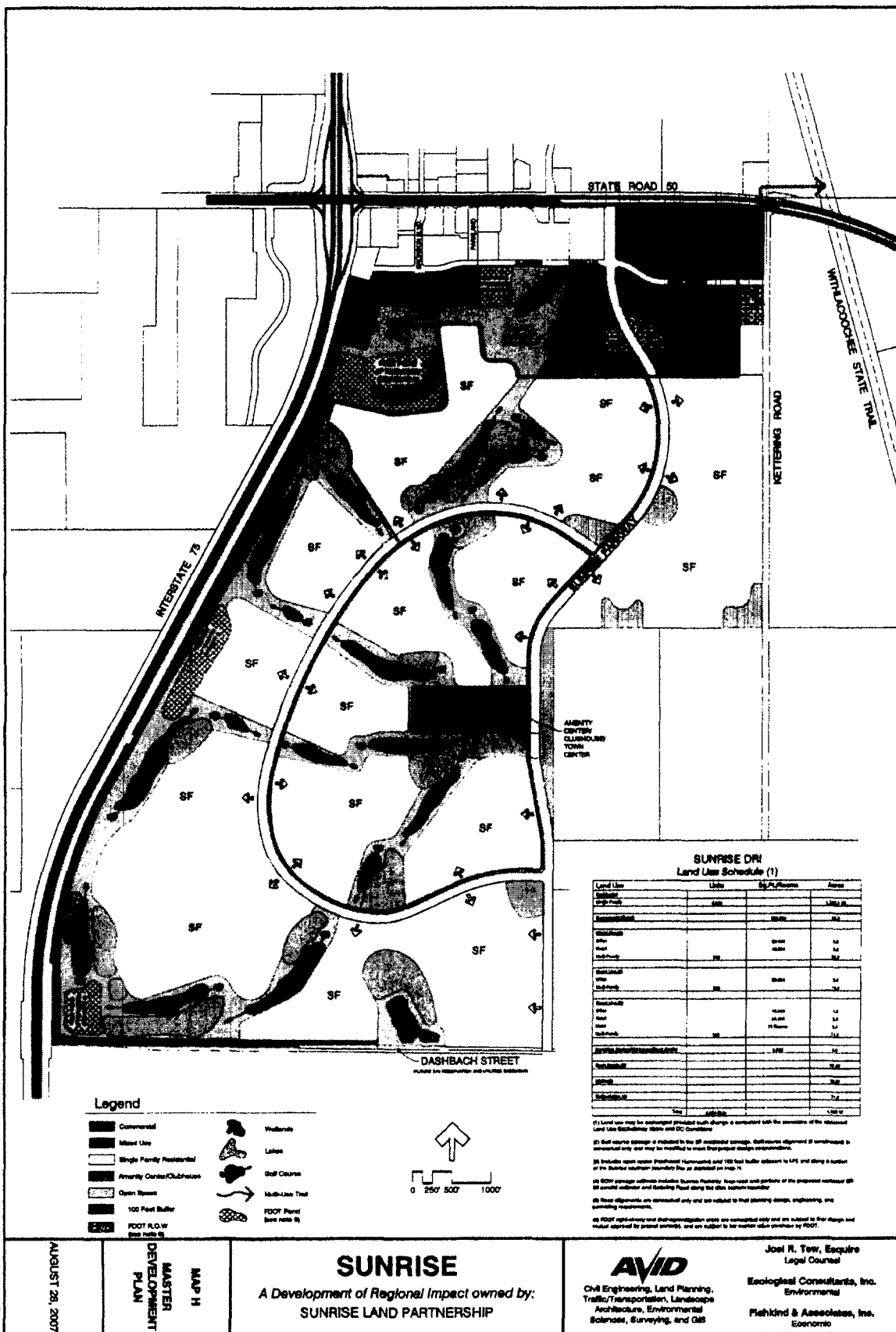
Northeast corner of lands described in Official Records Book 868, Page 602, of the Public Records of Hernando County, Florida; thence along the North, West and South boundaries, respectively, of said lands described in Official Records Book 868, Page 602 the following three (3) courses and distances: (1) N.89°34'01"W., a distance of 285.22 feet; thence (2) S.00°25'59"W., a distance of 655.00 feet; thence (3) S.89°34'01"E., a distance of 285.13 feet to the aforementioned Westerly right-of-way of Kettering Road; thence S.00°26'27"W., along said Westerly right-of-way of Kettering Road, a distance of 3,231.94 feet to a point on the North boundary of the Northeast 1/4 of said Section 8; thence S.89°56'22"W., along said the North boundary of the Northeast 1/4 of said Section 8, a distance of 2,588.19 feet to the West boundary of the Northeast 1/4 of said Section 8; thence S.00°00'19"W., along said the West boundary of the Northeast 1/4 of Section 8, a distance of 2,710.84 feet to the Southwest corner of the Northeast 1/4 of said Section 8; thence S.00°00'18"W., along the West boundary of the Southeast 1/4 of said Section 8, a distance of 2,702.26 feet to the POINT OF BEGINNING. Containing 1,385.12 acres more or less.

OFFICIAL RECORDS  
BK: 2491 PG: 1816

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## **Exhibit B**

**Map H Series, Master Development Plan  
(last revised 8-28-07)**



FULL SIZE MAP ON FILE IN THE  
HERNANDO COUNTY PLANNING DEPT



## SUNRISE DRI Land Use Schedule (1)

Land Use	Units	Sq.Ft./Rooms	Acres
<b>Residential</b>			
Single Family	4,200		1,109.5 (2)
<b>Commercial (Retail)</b>			
		300,000	35.0
<b>Mixed Use (A)</b>			
Office		20,000	3.0
Retail		45,000	6.0
Multi-Family	300		23.0
<b>Mixed Use (B)</b>			
Office		20,000	3.0
Multi-Family	200		13.0
<b>Mixed Use (C)</b>			
Office		10,000	1.5
Retail		20,000	2.5
Motel		75 Rooms	2.0
Multi-Family	100		11.0
<b>Amenities Center/Clubhouse/Town Center</b>			
		20,000	5.0
<b>Open Space (3)</b>			
			67.58
<b>Wetlands</b>			
			12.04
<b>Right-of-Way (4)</b>			
			71.0
<b>Total</b>	<b>4,800 DU's</b>		<b>1,365.12</b>

(1) Land use may be exchanged provided such change is consistent with the provisions of the approved Land Use Equivalency Matrix and DO Conditions.

(2) Golf course acreage is included in the SF residential acreage. Golf course alignment (if constructed) is conceptual only and may be modified to meet final project design considerations.

(3) Includes open space (hardwood Hammocks) and 100 foot buffer adjacent to I-75 and along a portion of the Sunrise southern boundary line as depicted on map H.

(4) ROW acreage estimate includes Sunrise N/S collector road, loop road and portions of the proposed east/west SR 50 parallel collector and Kettering Road along the sites eastern boundary.

(5) Road alignments are conceptual only and are subject to final planning design, engineering, and permitting requirements.

(6) FDOT right-of-way and drainage/mitigation areas are conceptual only and are subject to final design and mutual approval by project owner(s), and are subject to fair market value purchase by FDOT.



Civil Engineering, Land Planning,  
Traffic/Transportation, Landscape

**Joel R. Tew, Esquire**  
Legal Counsel

**Ecological Consultants, Inc.**  
Environmental

OFFICIAL RECORDS  
BK: 2491 PG: 1819

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**Exhibit C**  
**Land Use Equivalency Matrix**

TABLE 1 (Revised November 2006)  
SUNRISE DRI EQUIVALENCY MATRIX

Change To:	Retail 300K	Retail 10K	Resid. 5K	Resid. 16K	Amenn. Center	Office 20K	Office 10K	Mini Warehouse	Hotel	Sr. Adult Detached	Sr. Adult Attached	Multi-Family	Single Family	Condo/Townhouse
Change From:														
Retail 300K	N/A	431 sf/lot (0.4311) <sup>1</sup>	148 sf/lot (0.1484) <sup>1</sup>	425 sf/lot (0.4253) <sup>1</sup>	543 sf/lot (0.5436) <sup>1</sup>	715 sf/lot (0.7152) <sup>1</sup>	398 sf/lot (0.3984) <sup>1</sup>	25,179 sf/lot (25.1790) <sup>1</sup>	6.21 ac/lot (0.2071) <sup>1</sup>	20.17 ac/lot (20.1731) <sup>1</sup>	34.58 ac/lot (34.5824) <sup>1</sup>	6.52 ac/lot (6.5156) <sup>1</sup>	4.40 ac/lot (4.4014) <sup>1</sup>	8.39 ac/lot (8.3827) <sup>1</sup>
Retail 10K		N/A	344 sf/lot (0.3444) <sup>1</sup>	967 sf/lot (0.9665) <sup>1</sup>	1,258 sf/lot (1.2586) <sup>1</sup>	1,689 sf/lot (1.6891) <sup>1</sup>	924 sf/lot (0.9241) <sup>1</sup>	58,400 sf/lot (58.4000) <sup>1</sup>	14.49 ac/lot (0.4830) <sup>1</sup>	46.80 ac/lot (46.7969) <sup>1</sup>	60.22 ac/lot (60.2198) <sup>1</sup>	16.11 ac/lot (16.1139) <sup>1</sup>	10.21 ac/lot (10.2086) <sup>1</sup>	19.47 ac/lot (19.4687) <sup>1</sup>
Residential 5K		2,904 sf/lot (2.9041) <sup>1</sup>	N/A	2,865 sf/lot (2.8646) <sup>1</sup>	3,655 sf/lot (3.6552) <sup>1</sup>	4,818 sf/lot (4.8182) <sup>1</sup>	2,644 sf/lot (2.6435) <sup>1</sup>	169,600 sf/lot (169.6000) <sup>1</sup>	41.82 ac/lot (13.9446) <sup>1</sup>	135.80 ac/lot (135.8074) <sup>1</sup>	222.87 ac/lot (222.8676) <sup>1</sup>	43.89 ac/lot (43.8823) <sup>1</sup>	28.85 ac/lot (28.8504) <sup>1</sup>	54.53 ac/lot (54.5333) <sup>1</sup>
Residential 10K		1,014 sf/lot (1.0137) <sup>1</sup>	349 sf/lot (0.3491) <sup>1</sup>	N/A	1,278 sf/lot (1.2789) <sup>1</sup>	1,682 sf/lot (1.6816) <sup>1</sup>	937 sf/lot (0.9367) <sup>1</sup>	59,200 sf/lot (59.2000) <sup>1</sup>	14.80 ac/lot (14.8067) <sup>1</sup>	47.44 ac/lot (47.4369) <sup>1</sup>	61.32 ac/lot (61.3167) <sup>1</sup>	15.32 ac/lot (15.3209) <sup>1</sup>	10.35 ac/lot (10.3467) <sup>1</sup>	19.73 ac/lot (19.7333) <sup>1</sup>
Amennities Center		1,843 sf/lot (1.8430) <sup>1</sup>	274 sf/lot (0.2736) <sup>1</sup>	78 sf/lot (0.7839) <sup>1</sup>	N/A	1,318 sf/lot (1.3182) <sup>1</sup>	754 sf/lot (0.7542) <sup>1</sup>	46,400 sf/lot (46.4000) <sup>1</sup>	11.44 ac/lot (11.4398) <sup>1</sup>	37.19 ac/lot (37.1793) <sup>1</sup>	62.74 ac/lot (62.7383) <sup>1</sup>	12.01 ac/lot (12.0083) <sup>1</sup>	8.11 ac/lot (8.1119) <sup>1</sup>	15.47 ac/lot (15.4687) <sup>1</sup>
Office 20K		603 sf/lot (0.6027) <sup>1</sup>	208 sf/lot (0.2076) <sup>1</sup>	585 sf/lot (0.5846) <sup>1</sup>	798 sf/lot (0.7980) <sup>1</sup>	N/A	557 sf/lot (0.5570) <sup>1</sup>	35,320 sf/lot (35.32) <sup>1</sup>	8.68 ac/lot (8.6786) <sup>1</sup>	28.21 ac/lot (28.2061) <sup>1</sup>	43.35 ac/lot (43.3416) <sup>1</sup>	9.11 ac/lot (9.1097) <sup>1</sup>	6.15 ac/lot (6.1488) <sup>1</sup>	11.73 ac/lot (11.7333) <sup>1</sup>
Office 10K		1,082 sf/lot (1.0821) <sup>1</sup>	373 sf/lot (0.3726) <sup>1</sup>	1,088 sf/lot (1.0876) <sup>1</sup>	1,382 sf/lot (1.3821) <sup>1</sup>	1,795 sf/lot (1.7955) <sup>1</sup>	N/A	63,200 sf/lot (63.2000) <sup>1</sup>	15.58 ac/lot (15.5819) <sup>1</sup>	50.64 ac/lot (50.6410) <sup>1</sup>	86.81 ac/lot (86.8132) <sup>1</sup>	18.36 ac/lot (18.3591) <sup>1</sup>	11.05 ac/lot (11.0490) <sup>1</sup>	21.37 ac/lot (21.3687) <sup>1</sup>
Mini Warehouse		17 sf/lot (0.0171) <sup>1</sup>	6 sf/lot (0.0069) <sup>1</sup>	17 sf/lot (0.0169) <sup>1</sup>	22 sf/lot (0.0216) <sup>1</sup>	28 sf/lot (0.0284) <sup>1</sup>	16 sf/lot (0.0158) <sup>1</sup>	N/A	0.25 ac/lot (0.2463) <sup>1</sup>	0.80 ac/lot (0.8013) <sup>1</sup>	1.37 ac/lot (1.3738) <sup>1</sup>	0.26 ac/lot (0.2588) <sup>1</sup>	0.17 ac/lot (0.1748) <sup>1</sup>	0.33 ac/lot (0.3333) <sup>1</sup>
Hotel		0.70 m/lot (0.0599) <sup>1</sup>	0.02 m/lot (0.0239) <sup>1</sup>	0.07 m/lot (0.0699) <sup>1</sup>	0.08 m/lot (0.0874) <sup>1</sup>	0.12 m/lot (0.1152) <sup>1</sup>	0.08 m/lot (0.0842) <sup>1</sup>	4.06 ac/lot (4.0596) <sup>1</sup>	N/A	3.25 m/lot (3.2500) <sup>1</sup>	5.57 m/lot (5.5714) <sup>1</sup>	1.05 m/lot (1.0487) <sup>1</sup>	0.71 m/lot (0.7091) <sup>1</sup>	1.35 m/lot (1.3521) <sup>1</sup>
Sr. Adult Detached		0.05 ac/lot (0.0498) <sup>1</sup>	0.01 ac/lot (0.0074) <sup>1</sup>	0.02 ac/lot (0.0211) <sup>1</sup>	0.03 ac/lot (0.0269) <sup>1</sup>	0.04 ac/lot (0.0355) <sup>1</sup>	0.02 ac/lot (0.0187) <sup>1</sup>	1.25 ac/lot (1.248) <sup>1</sup>	0.06 ac/lot (0.0791) <sup>1</sup>	N/A	1.71 ac/lot (1.7143) <sup>1</sup>	0.32 ac/lot (0.3220) <sup>1</sup>	0.22 ac/lot (0.2182) <sup>1</sup>	0.42 ac/lot (0.4189) <sup>1</sup>
Sr. Adult Attached		0.028 ac/lot (0.0289) <sup>1</sup>	0.004 ac/lot (0.0042) <sup>1</sup>	0.01 ac/lot (0.0123) <sup>1</sup>	0.02 ac/lot (0.0157) <sup>1</sup>	0.02 ac/lot (0.0207) <sup>1</sup>	0.01 ac/lot (0.0116) <sup>1</sup>	0.73 ac/lot (0.7280) <sup>1</sup>	0.18 ac/lot (0.1798) <sup>1</sup>	0.59 ac/lot (0.5833) <sup>1</sup>	N/A	0.19 ac/lot (0.1864) <sup>1</sup>	0.13 ac/lot (0.1273) <sup>1</sup>	0.20 ac/lot (0.2027) <sup>1</sup>
Multi-Family		0.16 ac/lot (0.1556) <sup>1</sup>	0.02 ac/lot (0.0228) <sup>1</sup>	0.07 ac/lot (0.0653) <sup>1</sup>	0.08 ac/lot (0.0833) <sup>1</sup>	0.11 ac/lot (0.1086) <sup>1</sup>	0.06 ac/lot (0.0611) <sup>1</sup>	3.85 ac/lot (3.8640) <sup>1</sup>	0.85 ac/lot (0.8527) <sup>1</sup>	3.10 ac/lot (3.0982) <sup>1</sup>	5.31 ac/lot (5.3076) <sup>1</sup>	N/A	0.89 ac/lot (0.8919) <sup>1</sup>	1.29 ac/lot (1.2897) <sup>1</sup>

1. Land use exchanges are based on net external p.m. peak hour two-way project traffic.

2. Example exchanges:  
Add 100 Senior Adult Detached Residential Dwelling Units by reducing Sr. Adult Attached residential, 100 senior adult detached dwelling units divided by 0.5833 equals 171.44 or 171 dwelling units. Add 100 Senior Adult Detached dwelling units by reducing 171 Senior Adult Attached dwelling units.

3. Actual Equivalency factor for use in calculations.

4. Alternative Land Uses: Single Family and Condominium/Townhouse

5. The land use exchange for the Amennities Center is based upon the ITE LUC (814) Specialty Retail