Planning Commission	Charles Grey, Chairman Jaime Girardi, P.E., Vice Chairman Christopher B. Poole, CPG Jon Moody, P.E. Matthew Munz, P.E. Derek Pontlitz, CRPC
School Board Representative	Chris Williams
Legal Counsel	David Goldstein, Chief Assistant County Attorney
Staff	David Allen, Assistant County Administrator, Development Services David Engel, MCRP, AICP, Director Planning, Development and Economic Growth Nectarios Pittos, AICP, Director Planning Services Patricia Crist Yingling, Planning Commission Agenda Coordinator Nick Uhren, P.E., County Engineer

Pasco County
Planning Commission Agenda
Thursday, April 9, 2026
1:30 PM

Historic Pasco County Courthouse
Historic Board Room, 2nd Floor
37918 Meridian Avenue
Dade City, FL 33525

This meeting will be broadcast live on Pasco TV, YouTube Live, Frontier Channel 42 and Spectrum Channel 643 (only for residents living in Pasco County).

All electronic devices must be turned off while in the Board Room.

The Planning Commission has final decision-making authority for Special Exceptions. Any person desiring to appeal a special exception to the Board of County Commissioners will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. All other decisions by the Planning commission are in the form of a recommendation to the Board of County Commissioners and are therefore not appealable. Appeals of special exceptions are limited to the testimony and evidence in the record, which means that new testimony and evidence outside the record cannot be considered during the appeal proceeding.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, FL 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

Call To Order

Moment of Silence

Pledge of Allegiance

Roll Call

Swearing In

Proof of Publication

Public Comment

Citizens are given an opportunity to comment on items listed on the agenda by participating via WebEx during the meeting or attending in person. A WebEx pre-registration process can be found on the Public Comment Options page and must be completed to participate. Citizens may also comment on items listed on the agenda in person inside the Board Room. Attendees are given an opportunity to comment on listed agenda items, as well as non-agenda items during Public Comment.

Consent

C1 Annotated Minutes - Planning Commission Meeting - October 16, 2025

File Number	PDE26-0597
Comm. Dist.	All
Recommendation	Approve

C2 Annotated Minutes - Planning Commission Meeting - July 24, 2025

File Number PDE26-0601
Comm. Dist. All
Recommendation Approve

Public Hearings

PC3 Conditional Use Request (Continuance) – Villa Deste – Conditional Use for a Short Term Rental in an MF-1 Multiple Family Medium Density District – Southeast Pasco County – Approximately 160 feet East of the intersection of Saddlebrook Way and Villa Deste Court.

File Number PDE26-CU10
Comm. Dist. 2
Recommendation Continuance Requested

PC4 Appeal of a Determination by the Development Review Director (APPEAL-2025-00005) (Continuance) – Meadow Pointe II Community Development District (CDD) – An Appeal of the Determination of the Development Review Director to Deny a Request to Install a Gate Across Wrencrest Drive (SITEPLN-2024-00162)

File Number PDE26-0455
Comm. Dist. All
Recommendation Continuance Requested

PC5 Comprehensive Plan Amendment (Continuance) - CPA25(01) Palmetto Ridge PD - Providing for a Comprehensive Plan Text Amendment to Subarea Policy FLU 7.1.34 - Palmetto Ridge PD.

File Number PDE26-0033
Comm. Dist. 1
Recommendation Continuance Requested

PC6 Zoning Amendment Substantial Modification (Continuance) - Palmetto Ridge MPUD – Palmetto Ridge Cattle Company LLC, EPG Palmetto Ridge Holding LLC, – Rezoning Request from an MPUD Master Planned Unit Development District to MPUD Master Planned Unit Development District to Allow for the Development of 2,800 Residential Dwelling Units and 100,0000 Square Feet of Commercial Uses and Associated Infrastructure on Approximately 3,536 Acres Located in North Central Pasco County on the North Side of State Road 52 approximately .5 miles East of the Intersection of State Road 52 and Ehren Cutoff

File Number PDE26-7877
Comm. Dist. 1
Recommendation Continuance Requested

PC7 First Amended and Restated Development Agreement (DA) (Consent) –

Wiregrass Ranch Development of Regional Impact (DRI) – Amended and Restated DA between Locust Branch, LLC, and Pasco County to Include the Signalization of Wiregrass Ranch Boulevard and Chancey Road and Other Consistent Revisions -- Within the Wiregrass Ranch DRI -- Located on the East Side of Bruce B. Downs Boulevard (SR 581), Extending from the Intersection of SR 581 and SR 56, North to the Intersection of SR 581 and SR 54 and on the South Side of SR 56 -- in South Central Pasco County

File Number PDE26-0479
Comm. Dist. 2
Recommendation Approve

PC8 Development Agreement (DA) (Consent) – Morris Bridge Road and State Road 56, MB 56 LLC - To Design, Permit, and Construct a Portion of Morris Bridge Road for Cash Reimbursement located in South Central Pasco County South of the Intersection of Morris Bridge Road and State Road 56

File Number PDE26-0110
Comm. Dist. 1, 2
Recommendation Approve

P9 Zoning Amendment (Regular) – SAV Property Holdings, LLC./New Horizons MPUD Master Planned Unit Development – A Rezoning Request From an R-2 Low Density Residential District to an MPUD Master Planned Unit Development to Allow for the Development of 31 Single Family Detached Units and Associated Infrastructure - Central Pasco County - Abutting South of Wells Road, Approximately 675 Feet West of Wells Road & Boyette Road Intersection - Containing Approximately 10.40 Acres.

File Number PDE26-7858
Comm. Dist. 2
Recommendation Approval with Conditions

P10 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 1104 Flood Damage Prevention; Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE26-0475
Comm. Dist. All
Recommendation Approve

Walk-Ons

Adjourn

PASCO COUNTY PLANNING COMMISSION
REGULAR MEETING

ANNOTATED MINUTES

OCTOBER 16, 2025

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

1:30 P.M.

WEST PASCO GOVERNMENT CENTER, BOARD ROOM, 1ST FLOOR
8731 CITIZENS DRIVE, NEW PORT RICHEY, FL 34654

Members:

Mr. Charles Grey, Chairman
Mr. Jaime Girardi, P.E., Vice-Chairman
Mr. Derek Pontlitz, C.R.P.C
Mr. Jonathan Moody, P.E.
Mr. Christopher Poole, CPG
Mr. Matthew Munz, P.E. - **Absent**

School Board Representative – Mr. Chris Williams
Rep. by Mr. Richard Tonello

Legal Counsel:

David Goldstein, Chief Assistant County Attorney

Call To Order

Chairman Grey called the meeting to order at 1:30 p.m.

Moment of Silence

A moment of silence was held.

Pledge of Allegiance

Chairman Grey led the Pledge of Allegiance to the Flag.

Roll Call

Ms. Amanda Dosbon, Deputy Clerk, called the roll. All members were present with the exception of Mr. Munz who was absent. Mr. Williams was represented by Mr. Richard Tonello.

Swearing In

Ms. Dobson swore in those who planned to present testimony.

Proof of Publication

Ms. Dobson noted the proof of publication.

Public Comment

Citizens are given an opportunity to comment on items listed on the agenda by participating via WebEx during the meeting or attending in person. A WebEx pre-registration process can be found on the Public Comment Options page and must be completed to participate. Citizens may also comment on items listed on the agenda in person inside the Board Room. Attendees are given an opportunity to comment on listed agenda items, as well as non-agenda items during Public Comment.

Chairman Grey reviewed the procedures to be followed and called for public comment.

Ms. Julie Bartunek spoke regarding the Tree Ordinance, her input, the Commissioner consensus, Mr. Moody's recommendation, increased tree canopy preservation, and that other counties had reached out.

Discussion was held regarding Staff working on the item.

Consent

There was none.

Public Hearings

MR. MOODY MOVED approval of the Public Hearing Consent Agenda which included Agenda Item PC1, and sitting as the Local Planning Agency, approved Agenda items PC4 and PC5; **MR. PONTLITZ SECONDED.**

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

PC1 Special Exception (Consent) – Sharp Image Solutions Inc/5036 Trouble Creek – Special Exception for an Adult Daycare Center in a R-4 High Density Residential District – South West Pasco County – Southwest Corner of the Intersection of Trouble Creek Road and Terry Loop – Containing Approximately 0.15 Acres

File Number PDE26-7887
Comm. Dist. 3
Recommendation Approval with Conditions

Ms. Gianna German, Planning, Development and Economic Growth Department, read the item into the record.

There was no public comment.

The item was approved as a part of the Public Hearing Consent Agenda.

PC2 Zoning Amendment (Consent) - CL Shady Hills MPUD– FORTY NINE ACRES INC – Rezoning Request from C-2 General Commercial District to MPUD Master Planned Unit Development District to Allow for the Development of 160 Townhome Units and Associated Infrastructure on Approximately 24.11 Acres Located on the East Side of Shady Hills Road Approximately 720 Feet South of the Intersection of Shady Hills Road and County Line Road

File Number PDE26-7888
Comm. Dist. 5
Recommendation Approval with Conditions

Ms. Gianna German, Planning, Development and Economic Growth Department, read the item into the record.

Mr. Robert Irving, Planning, Development and Economic Growth Department, used a PowerPoint to review the item and spoke regarding a 2015 Conditional Use approval and the future path and sidewalk construction.

Ms. Barbara Wilhite, representative for the applicant, used a PowerPoint presentation to review the item and spoke regarding the access management analysis, a queuing lane into Shady Hills Elementary, the Board's priorities, and the offsite sidewalk Condition language.

Ms. Julie Bartunek, Ms. Linda Farmer, Pastor Jen Kerouac, and Ms. Diahann Grady spoke regarding upset Shady Hills residents; ongoing development and destruction of green spaces; to wait until the Tree Ordinance was in effect before potentially continuing development; the need for contiguous sidewalks and infrastructure; deaths on Shady Hills Road; to build vertically; green space, tree canopy, and wildlife maintenance; the plastic plant; other developments; the school entrance; traffic and road issues; Hernando County's denial of development on County Line Road; sidewalk concerns; Ms. Linda Farmer's property; safety concerns; animal concerns; flooding concerns; the August MPO meeting; Shady Hills Road at the top of the priority list; the amount of vacant housing; affordable housing; community designs; the multi-family entitlement; the traffic study; a request for a continuance; the requests for a traffic light at Bosley; lighting concerns; the bus line discontinuance; and a new store being built.

Mr. William Vermillion, Planning, Development and Economic Growth Department, Mr. Joe Cimino, WRA Engineering, Mr. David Engel, Director of Planning, Development and Economic Growth, and Mr. Panos Kontses, Transportation Engineering, spoke during the discussion.

Discussion was held regarding the previously approved Conditional Use; the sidewalk length and width; frontage length; the offsite and site related sidewalk contribution; the gap on Bosley Drive; the new queuing lane put in for the school; stormwater; an Ordinance Amendment on today's Agenda to strengthen facility requirements; current Code requirements; the northern buffer; plan and area improvements; clarification of past meetings; that the public was being heard; sidewalk implantation and intentions; Right-of-Way dedication; Shady Hills Road widening; potential plans for the Urban Typical section; Commissioner representation; elderly concerns; future signalization plans; the growth rate; curb fixes; the Conditional Use time period; lighting standards; the widening timeline; the route study in the CIP; a preliminary design; the community benefit from what was already in place; and multiple-family Conditional Use in C-2.

MR. MOODY MOVED approval to move Agenda Item PC2 to the Regular Agenda; **MR. TONELLO SECONDED.**

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

MR. POOLE MOVED to receive and file road debris submitted by Ms. Linda Farmer**; MR. PONTLITZ SECONDED.**

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

MR. MOODY MOVED approval of Staff's recommendation; **MR. GIRARDI SECONDED.**

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

PC3 Zoning Amendment (Consent) - Rowan Industrial MPUD Master Planned Unit Development - Rowan Rd, LLC - A Rezoning Request from a PO-2 Professional Office District to an MPUD Master Planned Unit Development to Allow for the Development of 20,000 Square Feet of I-1 Light Industrial Park District Uses and Associated Infrastructure on Approximately 1.80 Acres

File Number PDE26-7882
Comm. Dist. 4
Recommendation Approval with Conditions

Ms. Gianna German, Planning, Development and Economic Growth Department, read the item into the record and spoke regarding a conflict of interest.

Mr. Kurt Siverson, Planning, Development and Economic Growth Department, used a PowerPoint presentation to review the item.

Ms. Barbara Wilhite, representative for the applicant, spoke regarding the change to Condition 25.

Mr. Dan Koehler spoke regarding the displayed maps, retention pond concerns, the requirements met, his leach field, set back concerns, that it met Building Code, Land Development Code enforcement, issues when he built his house, that he was for growth, and other funded developments.

Mr. William Vermillion, Planning, Development and Economic Growth Department, and Mr. Jaime Girardi, Regency Design & Engineering, Inc., spoke during the discussion.

Discussion was held regarding the voluntary removal of the I-1 zoning district; why the project came as an MPUD; Condition 5 language; septic system requirements; a retention pond ground water mounding analysis; variance and wetland concerns; approval requirements; project Code variations; set back requirement clarification; buffering; leach field concerns; the potential surrounding area zoning; that Conditions had changed since the design was done in 2010; and the approval process of the item.

MR. PONTLITZ MOVED to receive and file documents submitted by Ms. Barbara Whilhite**; MR. MOODY SECONDED.**

Chairman Grey called on the motion; the motion carried with Mr. Girardi abstaining from the vote due to a conflict of interest.

MR. PONTLITZ MOVED approval of Staff's recommendation; **MR. POOLE SECONDED.**

Chairman Grey called on the motion; the motion carried with Mr. Girardi abstaining from the vote due to a conflict of interest

MR. PONTLITZ MOVED to amend the previous motion to include the revised Condition 25; **MR. MOODY SECONDED.**

Chairman Grey called on the motion; the motion carried with Mr. Girardi abstaining from the vote due to a conflict of interest

PC4 Comprehensive Plan Amendment (Consent) - CPAS25(10) CA Properties COMP PLAN – Providing for a Comprehensive Plan Amendment to the Future Land Use Maps (2-15 and Sheet 20) Changing from RES-3 (Residential-3 du/ga) to COM (Commercial) on Approximately 3.68 Acres of Real Property Located at the Northeast Corner of the Intersection of Land O' Lakes Boulevard and Wisteria Loop.

File Number PDE26-0010
Comm. Dist. 2
Recommendation Approve

The Commission was sitting as the Local Planning Agency.

Ms. Gianna German, Planning, Development and Economic Growth Department, read the item into the record.

There was no public comment.

The item was approved as a part of the Public Hearing Consent Agenda.

PC5 Comprehensive Plan Amendment (Consent) — CPAS25(08) 6230 Stone Road Industrial; Providing For A Comprehensive Plan Amendment To The Future Land Use Map (Map 2-15 And Sheet 10) Changing From ROR (Retail/Office/Residential) to IL (Industrial - Light) On Approximately 4.18 Acres of Real Property Located on the South Side of Stone Road Approximately 500 Feet East of the Intersection of US Hwy 19 and Stone Road.

File Number PDE26-0027
Comm. Dist. 5
Recommendation Approve

The Commission was sitting as the Local Planning Agency.

Ms. Gianna German, Planning, Development and Economic Growth Department, read the item into the record.

There was no public comment.

The item was approved as a part of the Public Hearing Consent Agenda.

PC6 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code, Section 1302.2 Mobility Fees, To Clarify That The 2025 Mobility Fee Schedules Do Not Expire On December 31, 2025; And Amending Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE26-0022
Comm. Dist. All
Recommendation Approve

The Commission was sitting as the Local Planning Agency.

Ms. Gianna German, Planning, Development and Economic Growth Department, read the item into the record.

Mr. Vasilios Savoulos, Planning, Development and Economic Growth Department, used a PowerPoint presentation to review the item.

MR. GIRARDI MOVED approval of Staff's recommendation; **MR. POOLE SECONDED.**

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

PC7 An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 522.9 Connected City Master Planned Unit Development District; Section 901 Infrastructure Standards; Section 901.1 Transportation Corridor Spacing; Section 901.6 Street Design And Dedication Requirements; Section 901.7 Bicycle Facilities; Section 901.8 Pedestrian Facilities; Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

File Number PDE26-0002
Comm. Dist. All
Recommendation Approve

The Commission was sitting as the Local Planning Agency.

Ms. Gianna German, Planning, Development and Economic Growth Department, read the item into the record.

Ms. Rebecca Bogue, Planning, Development and Economic Growth Department, used a PowerPoint presentation to review the item.

Mr. Nectarios Pittos, Director of Planning Services, and Mr. Patrick Dutter, Director of Development Review Services, spoke during the discussion.

Discussion was held regarding a proposed fee for payment in lieu; to reach out to Pinellas County; the Pinellas County sidewalk policy; developer-built sidewalk production; the 12-foot multiuse path changes; subdivision collector width; the multiuse path bike lane; bike lane safety concerns; a potential bike lane language change; the use for the road's shoulder; green space loss; lane widths and blockages; areas to pull off from the road; the curb style; car width; encouragement of bicycles on the multiuse path; other bike lane terms; and a 901.6 potential shoulder term changes.

MR. GIRARDI MOVED approval to strikethrough Subsection 2 and 3 under Bicycle Lanes for arterial and collector roads; **MR. MOODY SECONDED.**

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

MR. GIRARDI MOVED approval of Staff's recommendation; **MR. MOODY SECONDED.**

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

Walk-Ons

There were none.

Adjourn

THE COMMISSION RECESSED AT 3:13 P.M. AND RETURNED AT 3:22 P.M.

MR. PONTLITZ MOVED approval to adjourn the meeting; **MR. MOODY SECONDED.**

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

The meeting adjourned at 4:00 p.m.

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY, FLORIDA

PLANNING COMMISSION
REGULAR MEETING
OCTOBER 16, 2025

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: Amanda Dobson
Amanda Dobson, Records Clerk II
Board Records Division

PASCO COUNTY PLANNING COMMISSION
REGULAR MEETING

ANNOTATED MINUTES

JULY 24, 2025

PREPARED IN THE OFFICE OF
NIKKI ALVAREZ-SOWLES, Esq., CLERK & COMPTROLLER

THE MINUTES WERE PREPARED IN AGENDA ORDER
AS PUBLISHED AND NOT IN THE ORDER
IN WHICH THE ITEMS WERE HEARD

1:30 P.M.

WEST PASCO GOVERNMENT CENTER, BOARD ROOM, 1ST FLOOR
8731 CITIZENS DRIVE, NEW PORT RICHEY, FL 34654

Members:

Mr. Charles Grey, Chairman
Mr. Jaime Girardi, P.E., Vice-Chairman
Mr. Derek Pontlitz, C.R.P.C **- Absent**
Mr. Jonathan Moody, P.E.
Mr. Christopher Poole, CPG
Mr. Matthew Munz, P.E. **- Absent**

School Board Representative – Mr. Chris Williams
Rep. by Mr. Richard Tonello

Legal Counsel:

David Goldstein, Chief Assistant County Attorney

Call To Order

Chairman Grey called the meeting to order at 1:34 p.m.

Moment of Silence

A moment of silence was held.

Pledge of Allegiance

Chairman Grey led the Pledge of Allegiance to the Flag.

Roll Call

Mr. Neil C. Allen, Deputy Clerk, called the roll. All members were present with the exception of Mr. Pontlitz and Mr. Munz who were absent. Mr. Williams was represented by Mr. Richard Tonello.

Swearing In

Mr. Allen swore in those who planned to present testimony.

Proof of Publication

Mr. Allen noted the proof of publication.

Public Comment

Citizens are given an opportunity to comment on items listed on the Agenda by participating via WebEx during the meeting or attending in person. A WebEx pre-registration process can be found on the Public Comment Options page and must be completed to participate. Citizens may also comment on items listed on the Agenda in person inside the Board Room. Attendees are given an opportunity to comment on listed Agenda items, as well as non-Agenda items during Public Comment.

Chairman Grey reviewed the procedures to be followed and called for public comment.

There was none.

Consent

There was none.

Public Hearings

MR. MOODY MOVED approval to continue Agenda Item PC1 to its respective continuance date and, sitting as the Local Planning Agency, continued Agenda Item PC2 to its respective continuance date; **MR. GIRARDI SECONDED.**

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

PC1 Zoning Amendment (Continuance) – Enclave at Livingston MPUD – Island Property Partners – Rezoning Request from an A-R Agricultural-Residential Zoning District to MPUD Master Planned Unit Development District to Allow for the Development of 178 Townhome Dwelling Units and Associated Infrastructure on Approximately 46.3 Acres Located In South-Central Pasco
File Number PDE25-7781
Comm. Dist. 2
Recommendation Continuance Requested

Ms. Gianna German, Planning, Development and Economic Growth, read the item into the record and spoke regarding the continuance request.

The item was continued to the August 21, 2025 Planning Commission meeting at 1:30 p.m. in New Port Richey.

PC2 Comprehensive Plan Amendment (Continuance) – CPAS24(23) Law Property – Providing for a Small-Scale Comprehensive Plan Amendment to the Future Land Use Map (2-15 and Sheet 20) Changing from RES-6 (Residential-6 du/ga) to COM (Commercial) on Approximately 4.67 Acres of Real Property Located at the Southeast Corner of the Intersection of Lake Patience Road and Perdew Drive.
File Number PDE25-0093
Comm. Dist. 4
Recommendation Continuance Requested

The Commission was sitting as the Local Planning Agency.

Ms. Gianna German, Planning, Development and Economic Growth, read the item into the record and spoke regarding the continuance request.

The item was continued to the August 21, 2025 Planning Commission meeting at 1:30 p.m. in New Port Richey.

Miscellaneous Business

Mr. Nectarios Pittos, Director of Planning Services, spoke regarding the Special Projects Update and used a PowerPoint presentation to review the item.

Mr. David Engel, Director of Planning, Development and Economic Growth, spoke regarding the meeting with the Tampa Bay Builders Association, the Tree Mitigation Ordinance, a three-year fee phasing and process, canopy protection, and stakeholder input.

Discussion was held regarding the fee change; the Land Development Code amendments; a working draft Ordinance that was in place; expediting the use of funds; a Planning Commission meeting with the Tampa Bay Builders Association; the Backyard Chicken Ordinance; requirements for residents that have chickens; the bicycle and pedestrian facilities update; and an open space zoning district.

Ms. Amy Tull, Planning, Development and Economic Growth, spoke regarding the workshops for Grand Boulevard and used a PowerPoint presentation to review the item.

Discussion was held regarding site redevelopment from property owners; the corridor width; the catalyst in the area for redevelopment; hiring a consultant to create an updated code; a supplemental document; impact fees and tax abatement; the feedback from the community; the West Market area; the consultant for Staff; the incentives and grants; an affordable housing study; and the proposed future Land Use Map for Grand Boulevard.

Mr. Nectarios Pittos, Director of Planning Services, spoke regarding the 2050 Comprehensive Plan Update and used a PowerPoint presentation to review the item.

Discussion was held regarding the presentation plans for the updated Comprehensive Plan; location of the drafts; the plan to publish early; updating the current policies; the stakeholders; conducting workshops; conducting one element at a time during the Planning Commission meetings; the contiguous items; the public's concern with the documents with the item; the sliding ranges and densities; the Comprehensive Plan amendment requests; increasing the meetings; the timelines for the workshops; the projected tutorials; and the two versions of the future Land Use for 2050 and 2025.

Walk-Ons

There was none.

Adjourn

THE COMMITTEE RECESSED AT 1:44 PM. AND RECONVENED AT 1:53 P.M.

MR. GIRARDI MOVED approval to adjourn the meeting; **MR. POOLE SECONDED.**

Chairman Grey called on the motion; the vote was unanimous, and the motion carried.

The meeting adjourned at 2:59 p.m.

PLANNING COMMISSION
REGULAR MEETING
JULY 24, 2025

Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

Prepared by: _____
Neil C. Allen, Records Clerk I
Board Records Division

PLANNING COMMISSION
AGENDA MEMORANDUM

COMMISSION DISTRICT: 2 **FILE NO.:** PDE26-CU10 **DATE:** 4/9/2026

SUBJECT: Conditional Use Request (Continuance) – Villa Deste – Conditional Use for a Short Term Rental in an MF-1 Multiple Family Medium Density District – Southeast Pasco County – Approximately 160 feet East of the intersection of Saddlebrook Way and Villa Deste Court.

REFERENCES: All Board of County Commissioners (BCC) and Planning Commission (PC) public hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): PC in DC 3/5/2026 Continued – BCC in DC 4/7/2026 Continued – PC in DC 4/9/2026 – BCC in DC 5/5/2026.

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED COMMITTEE ACTION:
Continuance to a date uncertain.

BACKGROUND:
Petition No. CU26-10, in the name of Villa Deste, has been filed for a Conditional Use to allow for a short-term rental on the subject site. The parcel is located at on Villa D Este Court, approximately 160 feet east of the intersection of Saddlebrook Way and Villa D Este Court, (Parcel I.D. 08 26 20 0070 00000 011C), this subject site is a condominium.

The lead planner for this project and author of this memo is Gianna German, Planner I

The surrounding zoning districts and land uses are as follows:

	ZONING DISTRICT	FUTURE LAND USE	EXISTING USE
NORTH	MF-1 Multiple-Family Medium Density District and R-2 Low Density Residential District	RES-6 (Residential 6 du/ga)	Vacant/undeveloped
EAST	MF-1 Multiple-Family Medium Density District and R-2 Low Density Residential District	RES-6 (Residential 6 du/ga)	Communal Amenities
SOUTH	MF-1 Multiple-Family Medium Density District	RES-6 (Residential 6 du/ga)	Condominium/Townhome
WEST	MF-1 Multiple-Family Medium Density District and and MPUD Master Planned Unit Development District	RES-6 (Residential 6 du/ga)/ PD (Planned Development)	Condominium/Townhome

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

REQUEST:
Not Applicable.

ATTACHMENT(S):
1. PDE26-CU10 Applicant's Affidavit
2. PDE26-CU10 Proof of Publication

cc:DA/DE/NP/AH/GG/PDE26-CU10 Villa Deste

AFFIDAVIT ATTESTING TO PROVIDING PUBLIC NOTICE

Sheila M. Lake, Esq., as Attorney of Record for Monique Holston-Greene and Wayne Greene, the Owners and Record Title Holder(s).

That I am (we are) the owner(s) and record title holder(s) or the authorized representative for same of the following described property: Parcel Identification Number(s) (List All): 08 26 20 0070 00000 011C.

That this property constitutes the property for which an approval is requested according to CU26-10 Villa-Deste conditional use to permit short-term/ vacation rental.

Project Number: CU26-10 Villa-Deste.

That attached is the following: Certificate of mailing for the notices, which were mailed on February 20, 2026.

Photos showing the placement of and language on the signage, which was posted on February 19, 2026.

FURTHER AFFIANT SAYETH NOT.

Sheila M. Lake, Attorney of Record

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence by Sheila M. Lake, Esq., as Attorney of record, this 20th day of February, 2026 who is personally known to me.

NOTARY PUBLIC STATE OF FLORIDA
LAUREN R. PACK
MY COMMISSION # HH 603070
EXPIRES: February 14, 2029

Notary Public, State of Florida

[NOTARY SEAL]

NEIGHBORHOOD NOTICE
Use Owner/Developer or Engineer of Record Letterhead

Dear Property Owner:

Notice is hereby given that Pasco County Government is currently, or soon will be, reviewing an application for a Development Permit:

Project: **CU26-10 Villa-Deste.**

Developer: **N/A**

Date of content completeness: N/A

Location: **5446 Villa D Este Court, Wesley Chapel, FL 33543**

PARCEL I.D.: 08 26 20 0070 00000 011C

IF YOU ARE RECEIVING THIS NOTICE, A PROJECT IS BEING PLANNED NEAR, BUT NOT ON YOUR PROPERTY.

The **Conditional Use Permit** development plan may be available for public inspection during normal business hours 8:00 to 5:00 p.m., Monday through Friday, except legal holidays, at the following location:

Planning, Development and Economic Growth Department
West Pasco Government Center
8731 Citizens Drive, Suite 200
New Port Richey, FL 34654

PLEASE CALL (727) 847-8140 GIANNA GERMAN TO MAKE AN APPOINTMENT TO REVIEW THE PLANS.

You may provide any comments/concerns you may have directly to the Planning and Development Department within 15 days of receipt of this letter. All comments will be forwarded to the developer/engineer of record and will be taken into consideration during the review process.

Aggrieved persons whose interests are substantially affected by the permit issuance may appeal the permit in accordance with Section 407, Appeals, of the Pasco County Land Development Code.

If you are a person who needs any accommodations in order to participate in the appeal proceeding, you are entitled to have certain assistance provided to you at no cost. Within two workings days of your receipt of this notice, please contact the Personnel Department, West Pasco Government Center, 8731 Citizens Drive, Suite 330, New Port Richey, FL 34654; (727) 847-8103 in New Port Richey; (352) 521-4274, Ext. 8103 in Dade City; or via 1-800-514-0383 if you are hearing impaired.

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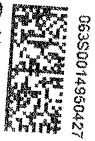

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ADAMS THOMAS C & LINDA L & TOLLEFSON BLAKE A
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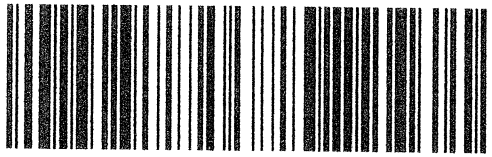

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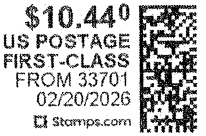

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MALDONADO SAMUEL
5445 SADDLEBROOK WAY UNIT 3
WESLEY CHAPEL FL 33543-4337

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BURBANO JUAN R FAMILY TRUST &
BURBANO CHERYL M FAMILY TRUST
5445 SADDLEBROOK WAY UNIT 1
WESLEY CHAPEL FL 33543-4337

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Burbano Juan Family Trust
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475 CENTRAL AVE STE 402
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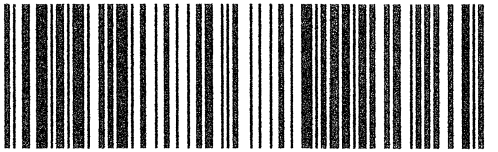

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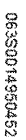

0630S0014950452

WEISS ANGELA M REVOCABLE LIVING TRUST
WEISS ANGELA M TRUSTEE
5445 SADDLEBROOK WAY
WESLEY CHAPEL FL 33543-4337

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City, State, ZIP+4® Wesley Chapel FL 33543

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Page 46 of 249

LAKE LAW FIRM P.A..
475 CENTRAL AVE STE 402
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9589 0710 5270 0579 5346 82

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Wesley Chapel FL 33543

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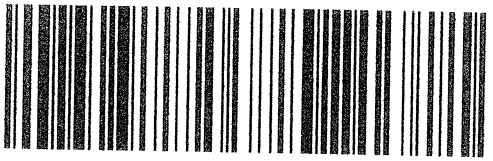
Page 48 of 49

LAKE LAW FIRM P.A..
475 CENTRAL AVE STE 402
ST PETERSBURG FL 33701



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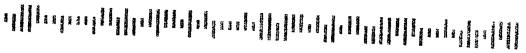

MCQUIGG JOHN & ZETTERGREN SCOTT
719 HOWELL CT
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Stone MTN GA 30087

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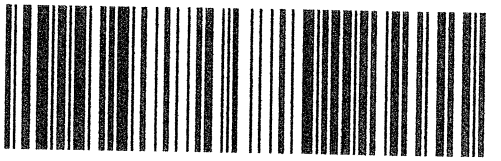
LAKE LAW FIRM P.A.
475 CENTRAL AVE STE 402
ST PETERSBURG FL 33701



9589 0710 5270 0579 5345 45

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MILLER ROBERT S
5465 SADDLEBROOK WAY
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Wesley Chapel FL 33543

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WESLEY CHAPEL FL 33543-4339

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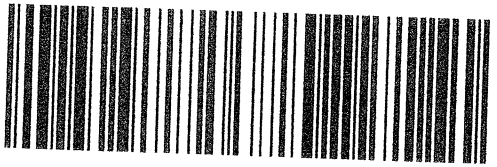

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FOSTER NANCY M
5485 SADDLEBROOK WAY
WESLEY CHAPEL FL 33543-4339

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Page 49 of 49

LAKE LAW FIRM P.A.
475 CENTRAL AVE STE 402
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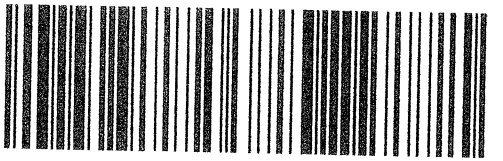

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City, State, ZIP+4® Wesley Chapel FL 33543

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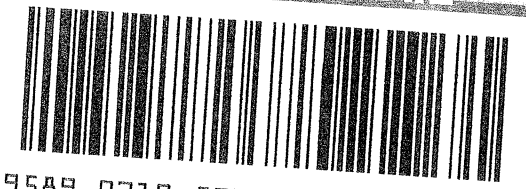
ST PETERSBURG FL 33701



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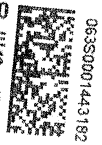

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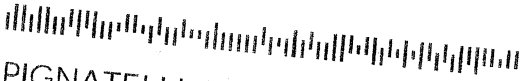

PIGNATELLI JOSEPH & ROSE
IRREVOCABLE TRUST
5448 VILLA DESTE CT
WESLEY CHAPEL FL 33543-4467

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ST PETERSBURG FL 33701

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MEDFORD NJ 08055-8138

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Medford NJ 08055

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LAKE LAW FIRM P.A..
475 CENTRAL AVE STE 402
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PUBLIC HEARINGS
PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.
App. No. CU26-10
Project Type: CONDITIONAL USE
REQUEST FOR SHORT TERM RENTAL
Planning Commission
03/05/26
1:30 p.m.
Historic Courthouse, 37918 Meridian Avenue, Dade City
Board of County Commissioners
04/07/26
1:30 p.m.
Historic Courthouse, 37918 Meridian Avenue, Dade City
Planning@MyPasco.net / 727-847-8140
Hearing/Voice Impaired Call 711
MyPasco.net/MeetingAgendas

77184

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE26-025 was published in said newspaper by print in the issues of 02/18/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **02/18/2026**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

NOTICE OF PUBLIC HEARING
ON REZONINGS AND
CONDITIONAL USES FOR PROPERTIES
LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing **on Thursday, March 5, 2026, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, April 7, 2026, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, at 1:30 p.m.**, to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. Drift 11939 Emmaus LLC/11939 Emmaus (RZ-7896) petition for a rezoning from an A-R Agricultural-Residential District and a C-2 General Commercial District to a C-2 General Commercial District for a parcel located on the southwest side of Emmaus Cemetery Road and Warder Road, (aka 10-25-20-0000-04000-0050).

2. Ronald Wayne & Donald William Ripple/Ripple Project (RZ-7910) petition for a rezoning from an A-C Agricultural District to an AR-5 Agricultural-Residential District for a parcel located on the south side of Sweetwater Road, approximately 225 feet west of the intersection of Packing House Road and Sweetwater Road (aka 07-24-21-0010-00900-0000).

3. Holston-Greene Monique & Greene Wayne/Villa Deste (#CU26-10 aka CU25-11) petition for a conditional use for a Short-Term Rental in a MF-1 Multi-Family Medium Density Residential District for a parcel located approximately 295 feet northwest of the intersection of Villa D Este Court and Saddlebrook Way (aka 08-26-20-0070-00000-011C).

4. Kimberly Ann Hogue et al (RZ-7889) petition for a rezoning from an A-R Agricultural-Residential District to a MPUD Master Planned Unit Development District for a parcel located on the northeast corner of the intersection of Curley Road and County Road 54 (aka 09-26-20-0000-00400-0013 et al).

PUBLIC NOTICE is hereby given that the Pasco County Board of County Commissioners will hold a public hearing **on Tuesday, March 10, 2026, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, at 1:30 p.m.**, to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

5. Kevin Singletary & Daniel De Pasquale / De Pasquale (RZ-7899) petition for a rezoning from a C-1 Neighborhood Commercial District to a C-2 General Commercial District for a parcel located at the southwest corner of Massachusetts Avenue and Keena Street (aka 03-26-16-0070-01500-0000).

PUBLIC NOTICE is hereby given that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, March 24, 2026, at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, at 1:30 p.m.**, to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

6. 6318 Lawrence Avenue LLC / Bear Creek Group Home (#CU26-09 aka CU25-11) petition for a conditional use for a Residential Treatment and Care Facility in a R-4 High Density Residential District for a parcel located on the west side of Nature Trail, west of Zane Lane (aka 11-25-16-0160-00000-0010).

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (727) 847-2411 ext. 4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
February 18, 2026 77184

PLANNING COMMISSION
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PDE26-0455 **DATE:** 4/9/2026

SUBJECT: Appeal of a Determination by the Development Review Director (APPEAL-2025-00005) (Continuance) – Meadow Pointe II Community Development District (CDD) – An Appeal of the Determination of the Development Review Director to Deny a Request to Install a Gate Across Wrencrest Drive (SITEPLN-2024-00162)

REFERENCES: Land Development Code (LDC) Section 407.1 Appeals, and the Comprehensive Plan - Continued from the 10/6/25 to the 11/6/25 PC - Continued from the 11/6/25 to the 2/5/26 PC - Continued from the 2/5/26 to the 4/9/26 PC

THRU: David Allen, Assistant County Administrator

FROM: Patrick Dutter, Assistant Director Planning Services

RECOMMENDED COMMITTEE ACTION:
Approve the Appellant's request for a Continuance to a Date Uncertain.

BACKGROUND:
The Appellant is requesting a Continuance of the Appeal to a Date Uncertain.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

REQUEST:
Continuance to a Date Uncertain

ATTACHMENT(S):
1. PDE26-0455 Proof of Publication

55097

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Jean Mitotes who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE25-054 was published in said newspaper by print in the issues of 09/17/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **09/17/2025**

Signature of Notary of Public
Personally known X or produced identification.
Type of identification produced _____

Notary Public State of Florida
Judy Allen
My Commission HH 302167
Expires 8/17/2026

NOTICE OF PUBLIC HEARING
APPEAL FOR PROPERTY
LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on Thursday, October 2, 2023, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 pm, to consider an application for appeal pursuant to the provisions of the Pasco County Land Development Code, Section 407.1. The hearing will be conducted at the stated time or as soon thereafter as is practical on the following application:

1. Appeal of a Determination by the Development Review Director (APPEAL-2025-00005) – Meadow Pointe II Community Development District (CDD) – An Appeal of the Determination of the Development Review Director to Deny a Request to Install a Gate Across Wrencrest Drive (SITEPLN-2024-00162) – Located on Wrencrest Drive

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE25-054

September 17, 2025 55097

PLANNING COMMISSION
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** PDE26-0033 **DATE:** 4/9/2026

SUBJECT: Comprehensive Plan Amendment (Continuance) - CPA25(01) Palmetto Ridge PD - Providing for a Comprehensive Plan Text Amendment to Subarea Policy FLU 7.1.34 - Palmetto Ridge PD.

REFERENCES: All Local Planning Agency (LPA) and Board of County Commissioners (BCC) public hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): LPA at DC 04/09/2026 – BCC at DC 05/05/2026 – BCC at DC 07/14/2026.

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED COMMITTEE ACTION:
Continue to May 7, 2026, at 1:30 p.m. or as soon thereafter as same may be heard in Dade City.

BACKGROUND:

PROJECT OVERVIEW

On May 4, 2015, the Board of County Commissioners (BCC) approved a Large-Scale Comprehensive Plan Amendment to the Future Land Use (FLU) Map to change the FLU from AG (Agricultural – 1 du/10 ga) to PD (Planned Development) with an associated Subarea Policy 7.1.34 – Fort King Ranch. The approval included entitlements for 1,278 single-family and multi-family units and 50,000 square feet of retail/office.

On August 10, 2021, the BCC adopted Ordinance No. 21-16, amending Subarea Policy 7.1.34 to rename it to Palmetto Ridge and add 1,222 single and multi-family residential units. This amendment increased the total residential entitlements to 2,500 units, while the non-residential entitlements remained at 50,000 square feet of retail uses.

On August 24, 2022, the BCC approved a substantial modification to the Palmetto Ridge MPUD, Rezoning Petition No. 7563, reducing the Preservation Area acreage by approximately 22 acres from 2,022 acres to 2,000 acres. This reduction, however, was not incorporated into Subarea Policy 7.1.34 – Palmetto Ridge, which still reflects the original 2,022-acre Preservation Area.

On January 22, 2025, the applicant submitted a request for a Comprehensive Plan Text Amendment to Subarea Policy FLU 7.1.34 – Palmetto Ridge to:

- Add 300 residential units
- Add 50,000 square feet of retail uses
- Reduce the Preservation Area in the northern portion of the Palmetto Ridge PD by 25 acres.

This agenda memo was prepared by: J. Scott Modesitt, AICP, Planner II

GENERAL INFORMATION	
Applicant / Agent	Christie Barreiro, AICP / EPG Palmetto Ridge Holding, LLC

Project Address	North side of State Road 52. 0.57 miles east of Ehren Cutoff, 1.25 miles west of Bellamy Brothers Boulevard

SURROUNDING ZONING AND LAND USES			
	Zoning District	Future Land Use (FLU)	Existing Use
North	A-C Agricultural District	AG (Agricultural)	Vacant
South	A-C Agricultural District	EC (Employment Center)	Vacant
East	A-C Agricultural District	AG (Agricultural)	Vacant
West	A-C Agricultural District	AG (Agricultural)	Vacant

See *Appendix* for zoning and FLU terms at the end of this report.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

REQUEST:

ATTACHMENT(S):
1. PDE26-0033 Proof of Publication
2. PDE26-0033 Palmetto Ridge Parcel List

cc: DA/DE/NP/HM/SM/PDE26-0033

82519

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PD26-029 was published in said newspaper by print in the issues of 03/25/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **03/25/2026**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

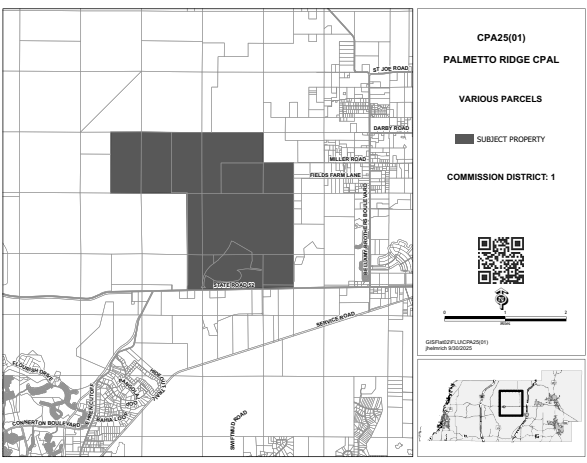
Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

NOTICE OF AMENDMENT TO COMPREHENSIVE PLAN FOR PASCO COUNTY

The Pasco County Board of County Commissioners proposes to adopt the following:

AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A COMPREHENSIVE PLAN TEXT AMENDMENT TO SUBAREA POLICY FLU 7.1.34:- PALMETTO RIDGE; AND PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

[CPA25(01) Palmetto Ridge CPAL]



On Thursday, April 9, 2026, at 1:30 p.m., the Pasco County Planning Commission, convened as the Local Planning Agency will hold a public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, to consider the consistency of the proposed amendment with the adopted Comprehensive Plan.

On Tuesday, May 5, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold a transmittal public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.

On Tuesday, July 14, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold an adoption public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.

NOTICE OF AMENDMENTS TO THE LAND DEVELOPMENT CODE FOR PASCO COUNTY

The Pasco County Board of County Commissioners proposes to adopt the following:

AN ORDINANCE BY THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE PASCO COUNTY LAND DEVELOPMENT CODE; SECTION 1104 FLOOD DAMAGE PREVENTION; APPENDIX A DEFINITIONS; AND OTHER SECTIONS, AS NECESSARY, FOR INTERNAL CONSISTENCY; PROVIDING FOR APPLICABILITY; REPEALER; PROVIDING FOR SEVERABILITY; INCLUSION INTO THE LAND DEVELOPMENT CODE, AND AN EFFECTIVE DATE.

On Thursday, April 9, 2026, at 1:30 p.m., the Pasco County Planning Commission convened as the Local Planning Agency will hold a public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.

On Tuesday, May 5, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold a public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.

On Tuesday, June 16, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold an adoption public hearing at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PD26-029

Palmetto Ridge Parcel List

Parcel ID	Acres	Existing Future Land Use(s)	Existing Zoning	Proposed Future Land Use(s)	Existing Use(s)	Proposed Use(s)
32 24 19 0000 00200 0000	322.07	PD (Planned Development)	MPUD Master Planned Unit Development	PD (Planned Development)	Vacant	Preservation Area
33 24 19 0000 00100 0020	322.23	PD (Planned Development)	MPUD Master Planned Unit Development	PD (Planned Development)	Vacant	Preservation Area
33 24 19 0000 00100 0010	320.77	PD (Planned Development)	MPUD Master Planned Unit Development	PD (Planned Development)	Vacant	Preservation Area
34 24 19 0000 00100 0000	425.15	PD (Planned Development)	MPUD Master Planned Unit Development	PD (Planned Development)	Vacant	Preservation Area
34 24 19 0000 00100 0010	221.96	PD (Planned Development)	MPUD Master Planned Unit Development	PD (Planned Development)	Vacant	Preservation Area
04 25 19 0000 00100 0010	153.20	PD (Planned Development)	MPUD Master Planned Unit Development	PD (Planned Development)	Vacant	Single Family, Multi-family Residential
03 25 19 0000 00100 0010	938.55	PD (Planned Development)	MPUD Master Planned Unit Development	PD (Planned Development)	Vacant	Single Family, Multi-family Residential
09 25 19 0000 00100 0010	85.73	PD (Planned Development)	MPUD Master Planned Unit Development	PD (Planned Development)	Vacant	Single Family, Multi-family Residential
10 25 19 0000 00100 0000	31.00	PD (Planned Development)	MPUD Master Planned Unit Development	PD (Planned Development)	Vacant	Single Family, Multi-family Residential
10 25 19 0000 00100 0020	20.32	PD (Planned Development)	MPUD Master Planned Unit Development	PD (Planned Development)	Vacant	Single Family, Multi-family Residential
10 25 19 0000 00100 0012	163.37	PD (Planned Development)	MPUD Master Planned Unit Development	PD (Planned Development)	Vacant	Single Family, Multi-family Residential
03 25 19 0000 00100 0011	37.76	PD (Planned Development)	MPUD Master Planned Unit Development	PD (Planned Development)	Vacant	Single Family, Multi-family Residential
10 25 19 0000 00100 0011	7.52	PD (Planned Development)	MPUD Master Planned Unit Development	PD (Planned Development)	Vacant	Single Family, Multi-family Residential
10 25 19 0000 00100 0010	139.99	PD (Planned Development)	MPUD Master Planned Unit	PD (Planned Development)	Vacant	Single Family,

			Development			Multi-family Residential, Retail, Office
11 25 19 0000 00200 0000	159.77	PD (Planned Development)	MPUD Master Planned Unit Development	PD (Planned Development)	Vacant	Single Family, Multi-family Residential, School, Fire Station/EMS
11 25 19 0000 00300 0000	14.90	PD (Planned Development)	MPUD Master Planned Unit Development	PD (Planned Development)	Vacant	Retail, Office

PLANNING COMMISSION
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1 **FILE NO.:** PDE26-7877 **DATE:** 4/9/2026

SUBJECT: Zoning Amendment Substantial Modification (Continuance) - Palmetto Ridge MPUD – Palmetto Ridge Cattle Company LLC, EPG Palmetto Ridge Holding LLC, – Rezoning Request from an MPUD Master Planned Unit Development District to MPUD Master Planned Unit Development District to Allow for the Development of 2,800 Residential Dwelling Units and 100,0000 Square Feet of Commercial Uses and Associated Infrastructure on Approximately 3,536 Acres Located in North Central Pasco County on the North Side of State Road 52 approximately .5 miles East of the Intersection of State Road 52 and Ehren Cutoff

REFERENCES: All Planning Commission (PC) and Board of County Commissioner (BCC) Public Hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): PC at DC on 4/2/26; BCC at DC on 07/14/26

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED COMMITTEE ACTION:
Continue to May 7, 2026, at 1:30 p.m. or as soon thereafter as same may be heard in Dade City.

BACKGROUND:

PROJECT OVERVIEW

Land Development Code (LDC) Section 402.2, Zoning Amendment – MPUD Master Planned Unit Development; Section 522 – MPUD Zoning District.

Proposed is a substantial modification to the Palmetto Ridge Master Planned Unit Development District MPUD to increase the existing entitlements of the Palmetto Ridge MPUD from 2,500 to 2,800 residential dwelling units to accommodate 300 executive lots and increase the non-residential entitlements by 50,000 square feet, totaling 100,000 square feet of commercial uses (per C-1 Neighborhood Commercial District, and PO-2 Professional Office District permitted uses).

This agenda memo was prepared by: Robert Irving, Planner II, AICP, CNU-A

SITE DETAILS

The project is located in the North Market Area, on the North Side of State Road 52, approximately .5 miles East of the Intersection of State Road 52 and Ehren Cutoff (Parcel ID Nos.: 02-25-19-0000-00300-0000; 03-25-19-0000-00100-0000; 0010; 04-25-19-0000-00100-0000; 0010; 09-25-19-0000-00100-0000; 10-25-19-0000-00100-0000; 0010; 11-25-19-0000-00200-0000; 00300-0000; 32-24-19-0000-00200-0000; 33-24-19-0000-00100-0000; 0010; 0020; 34-24-19-0000-00100-0000; 0010; 35-24-19-0000-00200-0000).

Commission District:	The Honorable Ron Oakley

Project Name:	Palmetto Ridge MPUD
Applicants' Name(s) :	Palmetto Ridge Cattle Company, LLC EPG Palmetto Ridge Holding, LLC
Current Zoning District:	MPUD
Proposed Zoning District:	MPUD
Future Land Use (FLU) Classification:	PD (Planned Development)
Water/Sewage:	Pasco/Pasco
Flood Zone:	A, AE, X
Requested Entitlements:	2,800 Residential Units 100,000 Square Feet of Commercial
Roads/Access:	State Road 52 (Public)

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required for this action.

REQUEST:

ATTACHMENT(S):
1. PDE26-7877: Proof of Publication
2. PDE26-7877: Affadvit of Notice

82532

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PD26-031 was published in said newspaper by print in the issues of 03/25/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **03/25/2026**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

NOTICE OF PUBLIC HEARING
ON A REZONING FOR A PROPERTY
LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, April 9, 2026, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, July 14, 2026, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, at 1:30 p.m.**, to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. Palmetto Ridge Cattle Co LLC Et Al/Palmetto Ridge MPUD (RZ-7877) petition for a rezoning from an MPUD Master Planned Unit Development District to an MPUD Master Planned Unit Development District for parcels located north side of State Road 52, approximately one and one-quarter mile west of Bellamy Brothers Boulevard (aka 02-26-19-0000-00300-0000 et al).

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

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PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PDE26-031

March 25, 2026 82532-1

AFFIDAVIT ATTESTING TO PROVIDING PUBLIC NOTICE

Christie Barreiro, AICP
Owner and Record Title Holder(s) or Authorized Representative Name(s)

That I am (we are) the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Number(s) (List All): See List

That this property constitutes the property for which an approval is requested according to project name (or owner name) and project number (if associated with a site plan) and variance(s) if listed below:

Project Name: Palmetto Ridge CPAL / MPUD

Project Number: CPAL25(01) (COMPPL-2025-00003) / RZ-7877 (MPUD-2025-00004)

Request: Substantial Modification requesting 2,800 residential units and 100,000 square feet of non-residential uses

That attached is the following:

N/A Proof of publication from the _____ (newspaper name, if applicable).

X Certificate of mailing for the notices, which were mailed on 03/26/2026 (Date).

X Photos showing the placement of and language on the signage, which was posted on 03/27/2026 (Date).

FURTHER AFFIANT SAYETH NOT

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me me by means of ☒ physical presence or ☐ online notarization, this March 30 , 2026 (date) by Christie Barreiro, AICP (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

Seal:

LISA WHEAT
Notary Public
State of Florida
Comm# HH702414
Expires 7/24/2029

NOTARY PUBLIC

Parcel ID	Approximate Parcel Acreage	Owner	Address	City, State, ZIP
03-25-19-0000-00100-0010	935.33	PALMETTO RIDGE CATTLE CO LLC	PO BOX 658	FLORAL CITY, FL 34436
03-25-19-0000-00100-0011	37.76	EPG PALMETTO RIDGE HOLDING LLC	111 S ARMENIA AVE STE 201	TAMPA, FL 33609
04-25-19-0000-00100-0000	6.12	PALMETTO RIDGE CATTLE CO LLC	PO BOX 658	FLORAL CITY, FL 34436
04-25-19-0000-00100-0010	155.11	PALMETTO RIDGE CATTLE CO LLC	PO BOX 658	FLORAL CITY, FL 34436
09-25-19-0000-00100-0000	3.04	PALMETTO RIDGE CATTLE CO LLC	PO BOX 658	FLORAL CITY, FL 34436
09-25-19-0000-00100-0010	87.64	PALMETTO RIDGE CATTLE CO LLC	PO BOX 658	FLORAL CITY, FL 34436
10-25-19-0000-00100-0000	29.24	PALMETTO RIDGE CATTLE CO LLC	PO BOX 658	FLORAL CITY, FL 34436
10-25-19-0000-00100-0010	138.39	PALMETTO RIDGE CATTLE CO LLC	PO BOX 658	FLORAL CITY, FL 34436
10-25-19-0000-00100-0011	7.52	PALMETTO RIDGE CATTLE CO LLC	PO BOX 658	FLORAL CITY, FL 34436
10-25-19-0000-00100-0012	163.38	EPG PALMETTO RIDGE HOLDING LLC	111 S ARMENIA AVE STE 201	TAMPA, FL 33609
10-25-19-0000-00100-0020	19.83	PALMETTO RIDGE CATTLE CO LLC	PO BOX 658	FLORAL CITY, FL 34436
11-25-19-0000-00200-0000	160.92	PALMETTO RIDGE CATTLE CO LLC	PO BOX 658	FLORAL CITY, FL 34436
11-25-19-0000-00300-0000	15.67	PALMETTO RIDGE CATTLE CO LLC	PO BOX 658	FLORAL CITY, FL 34436
32-24-19-0000-00200-0000	322.71	PALMETTO RIDGE CATTLE CO LLC	PO BOX 658	FLORAL CITY, FL 34436
33-24-19-0000-00100-0000	1.58	PALMETTO RIDGE CATTLE CO LLC	PO BOX 658	FLORAL CITY, FL 34436
33-24-19-0000-00100-0010	320.86	PALMETTO RIDGE CATTLE CO LLC	PO BOX 658	FLORAL CITY, FL 34436
33-24-19-0000-00100-0020	320.94	PALMETTO RIDGE CATTLE CO LLC	PO BOX 658	FLORAL CITY, FL 34436
34-24-19-0000-00100-0000	425.58	PALMETTO RIDGE CATTLE CO LLC	PO BOX 658	FLORAL CITY, FL 34436
34-24-19-0000-00100-0010	222.31	PALMETTO RIDGE CATTLE CO LLC	PO BOX 658	FLORAL CITY, FL 34436
35-24-19-0000-00200-0000	161.30	PALMETTO RIDGE CATTLE CO LLC	PO BOX 658	FLORAL CITY, FL 34436
	3,535.22			

March 27, 2026

HEIDT DESIGN
P: (813) 253-5311 | F: (813) 464-7629
5904-A Hampton Oaks Pkwy.
Tampa, FL 33610
www.heidtdesign.com

Dear Property Owner,

This is to notify you that Heidt Design, on behalf of Palmetto Ridge Cattle Co LLC, filed a Comprehensive Plan Amendment (CPA25(01) Palmetto Ridge CPAL), from Planned Development (PD) with Subarea Policies to Planned Development (PD) with Subarea Policies, on 1/22/2025 and a companion Rezoning (RZ-7877), from Master Planned Unit Development (MPUD) with Conditions of Approval to Master Planned Unit Development (MPUD) with Conditions of Approval, on 1/28/2025 for the property known as Palmetto Ridge. The property is approximately 3,535 acres and is located on the north side of SR 52 and between Ehren Cutoff and Bellamy Brothers Road. The requests are for approval of 2,800 residential units and 100,000 sq. ft. of non-residential uses.

Public hearings for the consideration of these applications will be held:

Planning Commission / Local Planning Agency CPA25(01) RZ-7877	**April 9th, 2026**	**Historic Pasco County Courthouse 2nd Floor, Board Room 37918 Meridian Avenue Dade City, FL 33525 Or by Hybrid Virtual Meeting**	**1:30 PM**
Board of County Commissioners CPA25(01) Transmittal	**May 5th, 2026**	**Historic Pasco County Courthouse 2nd Floor, Board Room 37918 Meridian Avenue Dade City, FL 33525 Or by Hybrid Virtual Meeting**	**1:30 PM**
Board of County Commissioners CPA25(01) Adoption RZ-7877	**July 14th, 2026**	**Historic Pasco County Courthouse 2nd Floor, Board Room 37918 Meridian Avenue Dade City, FL 33525 Or by Hybrid Virtual Meeting**	**1:30 PM**

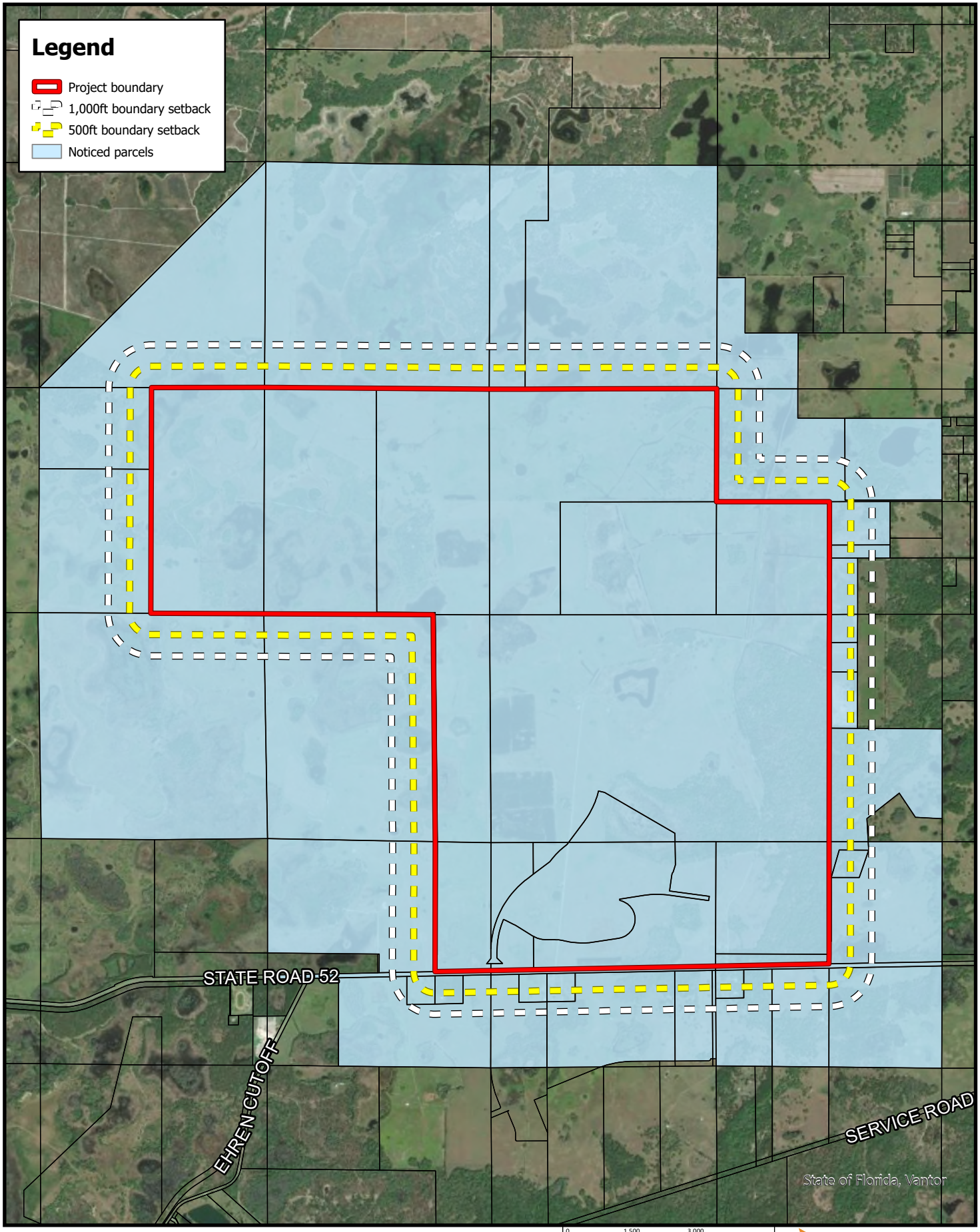
All applications will be considered at the stated time or as soon thereafter as is practical.

If you are in opposition to the above-stated application, you will need competent, substantial evidence presented to support your opposition.

Any person desiring to appeal any decision made by the Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. For any virtual meeting, persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14326 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

On occasion, applications may be continued. It is your responsibility to contact this office to confirm the above-scheduled public hearing dates. If you desire any additional information concerning this application, please contact the Pasco County Planning, Development, and Economic Growth Department at (727) 847-8140.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, FL 34654, (727) 847-8300 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.



Palmetto Ridge

Mailing Notice

Pasco County

0 1,500 3,000 Feet

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Source: Heidt Design, Pasco County Property Appraiser, Pasco County
Imagery: Esri 2026
Data were acquired from various sources including but not limited to state, county, and local entities. Heidt Design does not warrant data provided by other sources for accuracy, or for any particular use that may require accurate information. This map is for informational purposes only and should not be substituted for a true title search, property appraisal, or survey.

HEIDT DESIGN
P: (813) 253-5311 | F: (813) 464-7629
5904-A Hampton Oaks Pkwy.
Tampa, FL 33610
www.heiddesign.com

Date Saved: 3/16/2026Map Document: G:\GIS_Projects\Pasco\Palmetto_Ridge\APRX\PR_Mailing_20251204\PR_Mailing_20251204.aprx-- --

Palmetto Ridge Zoning Public Notice
Certificate of Mailing
Data Source: Pasco County Property Appraiser. Downloaded 2026-03-16
From: Heidt Design, LLC
5904-A Hampton Oaks Parkway
Tampa, FL 33610

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TEMPLE TERRACE, FL
33617
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FOCUS FORWARD SOLUTIONS LLC
3947 BROAD PORCH RUN
LAND O LAKES, FL 34638-3549

FIND OUT FARMS LLC
26548 FIELDS FARM LN
DADE CITY, FL 33525

~~FOCUS FORWARD SOLUTIONS LLC~~
~~3947 BROAD PORCH RUN~~
~~LAND O LAKES, FL 34638-3549~~

INDEL VENTURES LLC
6482 SUMMERS NOOK DR
NEW ALBANY, OH 43054

~~PALMETTO RIDGE CATTLE CO LLC~~
~~PO BOX 658~~
~~FLORAL CITY, FL 34436~~

~~EPG PALMETTO RIDGE HOLDING LLC~~
~~111 S ARMENIA AVE STE 201~~
~~TAMPA, FL 33609~~

~~PALMETTO RIDGE CATTLE CO LLC~~
~~PO BOX 658~~
~~FLORAL CITY, FL 34436~~

~~PALMETTO RIDGE CATTLE CO LLC~~
~~PO BOX 658~~
~~FLORAL CITY, FL 34436~~

~~GRAND BAR RANCH LLC~~
~~17231 BELLAMY BROTHERS BLVD~~
~~DADE CITY, FL 33523-6115~~

~~GRAND BAR RANCH LLC~~
~~17231 BELLAMY BROTHERS BLVD~~
~~DADE CITY, FL 33523-6115~~

~~PALMETTO RIDGE CATTLE CO LLC~~
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~~PO BOX 658~~
~~FLORAL CITY, FL 34436~~

~~GRAND BAR RANCH LLC~~
~~17231 BELLAMY BROTHERS BLVD~~
~~DADE CITY, FL 33523-6115~~

ELIRPA CORPORATION &
FAMILY LIMITED PARTNERSHIP LTD
17932 CACHET ISLE DR
TAMPA, FL 33647-2702

WITHLACOOCHEE RIVER ELECTRIC
COOPERATIVE INC
PO BOX 278
DADE CITY, FL 33526-0278

JIMMIE V & JENNIE F APRILE FAMILY LTD &
ELIRPA CORP
17932 CACHET ISLE DR
TAMPA, FL 33647

~~FL DEPT OF TRANSPORTATION~~
~~11201 MCKINLEY DR~~
~~TAMPA, FL 33612-6456~~

~~PALMETTO RIDGE CATTLE CO LLC~~
~~PO BOX 658~~
~~FLORAL CITY, FL 34436~~

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~~PALMETTO RIDGE CATTLE CO LLC~~
~~PO BOX 658~~
~~FLORAL CITY, FL 34436~~

USPS MAR 26 2026 FL 33617

USPS TEMPLE TERRACE MAR 26

Greta N. Pearson

Palmetto Ridge Zoning Public Notice
Certificate of Mailing
Data Source: Pasco County Property Appraiser. Downloaded 2026-03-16
From: Heidt Design, LLC
5904-A Hampton Oaks Parkway
Tampa, FL 33610

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EPG PALMETTO RIDGE HOLDING LLC
111 S ARMENIA AVE STE 201
TAMPA, FL 33609

~~PALMETTO RIDGE CATTLE CO LLC~~
~~PO BOX 658~~
~~FLORAL CITY, FL 34436~~

SR 52 LIMITED PARTNERSHIP
202 E CENTER ST
TARPON SPRINGS, FL 34689-4360

VALDES EDEL
25224 SR 52
LAND O' LAKES, FL 34639

TRUST NO 102519 & VENERABLE CORPORATE
301 W PLATT ST NO 657
TAMPA, FL 33606

JEN HOLDCO 24 LLC
680 FIFTH AVE 25TH FL
NEW YORK, NY 10019

EQUITY TRUST COMPANY
1700 E ELLICOTT ST
TAMPA, FL 33610

SWOPE 535419 INC
1234 E 5TH AVE
TAMPA, FL 33605-4904

~~FL DEPT OF TRANSPORTATION~~
~~11201 MCKINLEY DR~~
~~TAMPA, FL 33612-6456~~

DELETIOGLU MARY & DELETIOGLU ABRAHAM
2581 1/2 N CLARK ST
CHICAGO, IL 60614-1717

~~INDEL VENTURES LLC~~
~~6482 SUMMERS NOOK DR~~
~~NEW ALBANY, OH 43054~~

SMITH ROBERT E & MONICA J
26507 STATE ROAD 52
SAN ANTONIO, FL 33576-7989

~~PALMETTO RIDGE CATTLE CO LLC~~
~~PO BOX 658~~
~~FLORAL CITY, FL 34436~~

~~PALMETTO RIDGE CATTLE CO LLC~~
~~PO BOX 658~~
~~FLORAL CITY, FL 34436~~

~~D & D RANCH OF PASCO LLC~~
~~15438 N FLORIDA AVE SUITE 102~~
~~TAMPA, FL 33613~~

VALDEZ DENNIS A & BONNIE L
26034 STATE ROAD 52
LAND O LAKES, FL 34639-7186

D & D RANCH OF PASCO LLC
15438 N FLORIDA AVE SUITE 102
TAMPA, FL 33613

3KS FAMILY LLLP
PO BOX 16966
TAMPA, FL 33687

FL DEPT OF TRANSPORTATION
11201 MCKINLEY DR
TAMPA, FL 33612-6456

T J HANLON RANCH LLLP
2527 W SUNSET DR
TAMPA, FL 33629-5338

USPS TEMPLE TERRACE STA
MAR 26 2026
FL 33617

14 Greta N Pearson

Palmetto Ridge Zoning Public Notice
Certificate of Mailing
Data Source: Pasco County Property Appraiser. Downloaded 2026-03-16
From: Heidt Design, LLC
5904-A Hampton Oaks Parkway
Tampa, FL 33610

UNITED STATES POSTAL SERVICE
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U.S. POSTAGE PAID
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AMOUNT
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ARDENT OAKS RANCH LLC
PO BOX 11
SAN ANTONIO, FL 33576

~~DILLARD CATTLE COMPANY LLC~~
~~15995 BELLAMY BROTHERS BOULEVARD~~
~~DADE CITY, FL 32523~~

DILLARD CATTLE COMPANY LLC
15995 BELLAMY BROTHERS BOULEVARD
DADE CITY, FL 32523

~~DILLARD CATTLE COMPANY LLC~~
~~15995 BELLAMY BROTHERS BOULEVARD~~
~~DADE CITY, FL 32523~~

GRAND BAR RANCH LLC
17231 BELLAMY BROTHERS BLVD
DADE CITY, FL 33523-6115

~~DILLARD CATTLE COMPANY LLC~~
~~15995 BELLAMY BROTHERS BOULEVARD~~
~~DADE CITY, FL 32523~~

PALMETTO RIDGE CATTLE CO LLC
PO BOX 658
FLORAL CITY, FL 34436

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~~PALMETTO RIDGE CATTLE CO LLC~~
~~PO BOX 658~~
~~FLORAL CITY, FL 34436~~

HOLLOWAY FAMILY TRUST
9638 EHREN CUTOFF
LAND O LAKES, FL 34639

~~T J HANLON RANCH LLLP~~
~~2527 W SUNSET DR~~
~~TAMPA, FL 33629-5338~~

~~PALMETTO RIDGE CATTLE CO LLC~~
~~PO BOX 658~~
~~FLORAL CITY, FL 34436~~

MARTINEZ MANUEL R & WENDY M
28138 MILLER RD
DADE CITY, FL 33525-7777

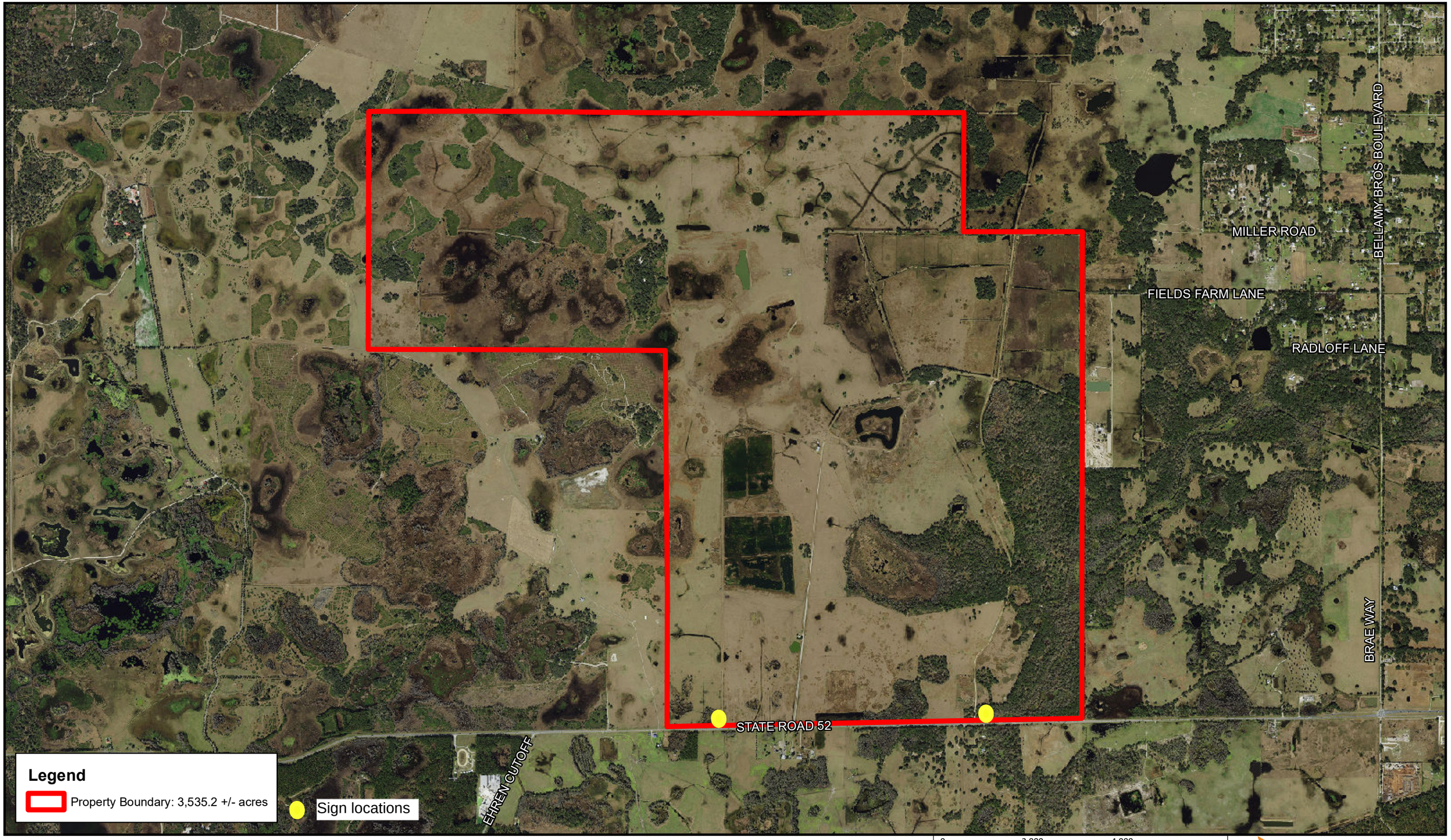
ERICKSON TOMAS A & GISELLE LORAINE
26733 FIELDS FARM LANE
DADE CITY, FL 33525

REYNOLDS NANCY M &
1505 ECKLES DR
TAMPA, FL 33612-5161

USPS TEMPLE TERRACE STA 33617
MAR 26 2026

8

Greta D. Pearson



Palmetto Ridge

Aerial

Pasco County

0 2,000 4,000 Feet

N

Source: Pasco County
Imagery: FDOT 2024
Data were acquired from various sources including but not limited to state, county, and local entities. Heidt Design does not warrant data provided by other sources for accuracy, or for any particular use that may require accurate information. This map is for informational purposes only and should not be substituted for a true title search, property appraisal, or survey.

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www.heidtdesign.com

Date Saved: 11/8/2024 Map Document: G:\GIS_Projects\Pasco\Palmetto_Ridge\MXD\Rezoning_20240904\PR_Aerial_20240919.mxd -- W McCaw

Palmetto Ridge MPUD, signs posted 3/27/2026

Eastern signs

Western signs

PLANNING COMMISSION
AGENDA MEMORANDUM

COMMISSION DISTRICT: 2 **FILE NO.:** PDE26-0479 **DATE:** 4/9/2026

SUBJECT: First Amended and Restated Development Agreement (DA) (Consent) – Wiregrass Ranch Development of Regional Impact (DRI) – Amended and Restated DA between Locust Branch, LLC, and Pasco County to Include the Signalization of Wiregrass Ranch Boulevard and Chancey Road and Other Consistent Revisions -- Within the Wiregrass Ranch DRI -- Located on the East Side of Bruce B. Downs Boulevard (SR 581), Extending from the Intersection of SR 581 and SR 56, North to the Intersection of SR 581 and SR 54 and on the South Side of SR 56 -- in South Central Pasco County

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED COMMITTEE ACTION:
Find the proposed amendment to the Development Agreement consistent with the Comprehensive Plan and recommend approval to the Board of County Commissioners (BCC).

BACKGROUND:

PROJECT OVERVIEW

Land Development Code (LDC) Section 402.2, Zoning Amendment – Master Planned Unit Development (MPUD); Section 522 – MPUD Zoning District.

This amendment to the currently approved DA is for the purposes of including the signalization of the Wiregrass Ranch Boulevard and Chancey Road intersection and other applicable revisions to the DA language to be consistent with this addition.

Wiregrass Ranch Boulevard, a County Collector, is a north-south roadway fully developed with 4 lanes, excluding turn lanes, and pedestrian facilities east and west within the 140-foot right of way. Chancey Road, a County Collector, is an east-west roadway fully developed with four lanes, excluding turn lanes, and pedestrian facilities north and south within the 140-foot right of way. Adding the signalization of this intersection will complete improvements.

This agenda memo was prepared by Kurt Siverson, Planner II.

SITE DETAILS

The project is located in the South Market Area, located in South Central Pasco County, generally located east of Bruce B Downs Boulevard, primarily north of State Road 56, with a portion south of State Road 56, approximately 0.25 miles west of Meadow Pointe Boulevard (Parcel ID Nos. 20 26 20 0000 49900 0010, et al.).

Commission District:	The Honorable Commissioner Seth Weightman
Project Name:	Wiregrass Ranch MPUD Development Agreement

Applicants' Name(s) :	Locust Branch, LLC.
Current Zoning District:	MPUD Master Planned Unit Development
Proposed Zoning District:	MPUD Master Planned Unit Development
Future Land Use (FLU) Classification:	PD (Planned Development), CON (Conservation Lands)
Water/Sewage:	Pasco/Pasco
Flood Zone:	A, AE, X
Approved Entitlements:	Residential: 10,473 dwelling units (Single-Family & Multiple-Family), Non-residential: 2,720,800 SF Retail, 1000 Hotel Rooms, 4,000,000 SF Office, 1,600,000 SF Medical Office, 1000 Hospital Beds, 1,000,000 SF Light Industrial, 4,000 Students - Community College, 300,000 SF Atrraction/Recreation Facilities, 18-Hole Golf Course, 2 Elementary Schools
Roads/Access:	Bruce B Downs Boulevard (County, Arterial), State Road 56 (FDOT, Arterial)

PREVIOUS ZONING ACTIONS(S) AND BACKGROUND DETAILS

On April 27, 2004, the Board of County Commissioners approved the Wiregrass MPUD (Rezoning 6177), that included 1,506 acres of the subject property.

On February 5, 2005, The Wiregrass Ranch DRI Development Agreement was adopted by the Board of County Commissioners.

On July 17, 2007, the County approved a development order with conditions for Wiregrass Ranch Development of Regional Impact No. 260 (“WIREGRASS DRI”).

On July, 12, 2011, the Wiregrass Ranch MPUD was amended to include additional acreage, totaling approximately 5,118.6 acres, through rezoning from A-C Agricultural, A-R Agricultural-Residential, R-2 Low Density Residential, PO-2 Professional Office District, C-1 Neighborhood Commercial, C-2 General Commercial, and MPUD Master Planned Unit Development Zoning Districts.

On February 5, 2013, the County approved the original DA to correct certain administration matters and settle other transportation and land use related matters.

On June 11, 2013, the County approved an amendment to the original DA (First Amendment) to correct a scrivener’s error and to amend one section related to signalization at one intersection. Additionally, the Wiregrass Ranch DRI project boundary was amended to include an additional 24 acres of land (formerly known as the National Tennis Center Parcel). As a result, the DRI project acreage increased from 5,118.6 acres m.o.l. to 5,142.6 acres m.o.l.

On July 21, 2013, the County approved a separate DA for the award of mobility fee credits for the design and construction of Chancey Road within Wiregrass Ranch MPUD.

On July 28, 2017, the County approved a separate DA for the construction of portions of Wiregrass Ranch Boulevard and the award of mobility fee credits, along with the assignment of Hotel and Attraction/Recreation DRI entitlements to the County for use at the Wiregrass Sports Park Complex.

FINDINGS OF FACT

1. The purpose of this DA Amendment is to establish mobility fee credit issuance for the signalization of the Wiregrass Ranch Boulevard and Chancey Road intersection by amending creditable improvements to "Phase 2" Wiregrass Ranch Boulevard North.

2. The DA enables the signalization of the Wiregrass Ranch Boulevard and Chancey Road intersection through the use of Mobility Fee credits. The cost of the improvement is controlled by the existing DA framework for creditable improvements, which will be reviewed by the Planning, Development and Economic Growth Department (PDE).

3. The approved entitlements of the Wiregrass Ranch DRI/MPUD are unaffected by this action.

4. The proposed request is consistent with the Pasco County LDC, Chapter 400, Subsection 402.2 Zoning Amendment - MPUD Master Planned Unit Development, and with the applicable provisions of the Wiregrass Ranch MPUD and Pasco County Comprehensive Plan.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is not required by this action, this action allows the ability for mobility fee credit issuance.

ATTACHMENT(S):
1. PDE26-0479: Visuals
2. PDE26-0479: Development Agreement with Exhibits
3. PDE26-0479: Proof of Publication

PDE26-0479

AMENDMENT TO DA IN MPUD

20-26-20-0000-49900-0010

LOCUST BRANCH LLC
3717 TURMAN LOOP
SUITE 102
WESLEY CHAPEL FL 33544

PHYSICAL ADDRESS:
INTERSECTION OF
WIREGRASS RANCH BLVD &
CHANCEY RD

TAZ-281
COMMISSION DISTRICT: 2

SUBJECT SITE

WIREGRASS RANCH MPUD

0 2,600 5,200
Feet

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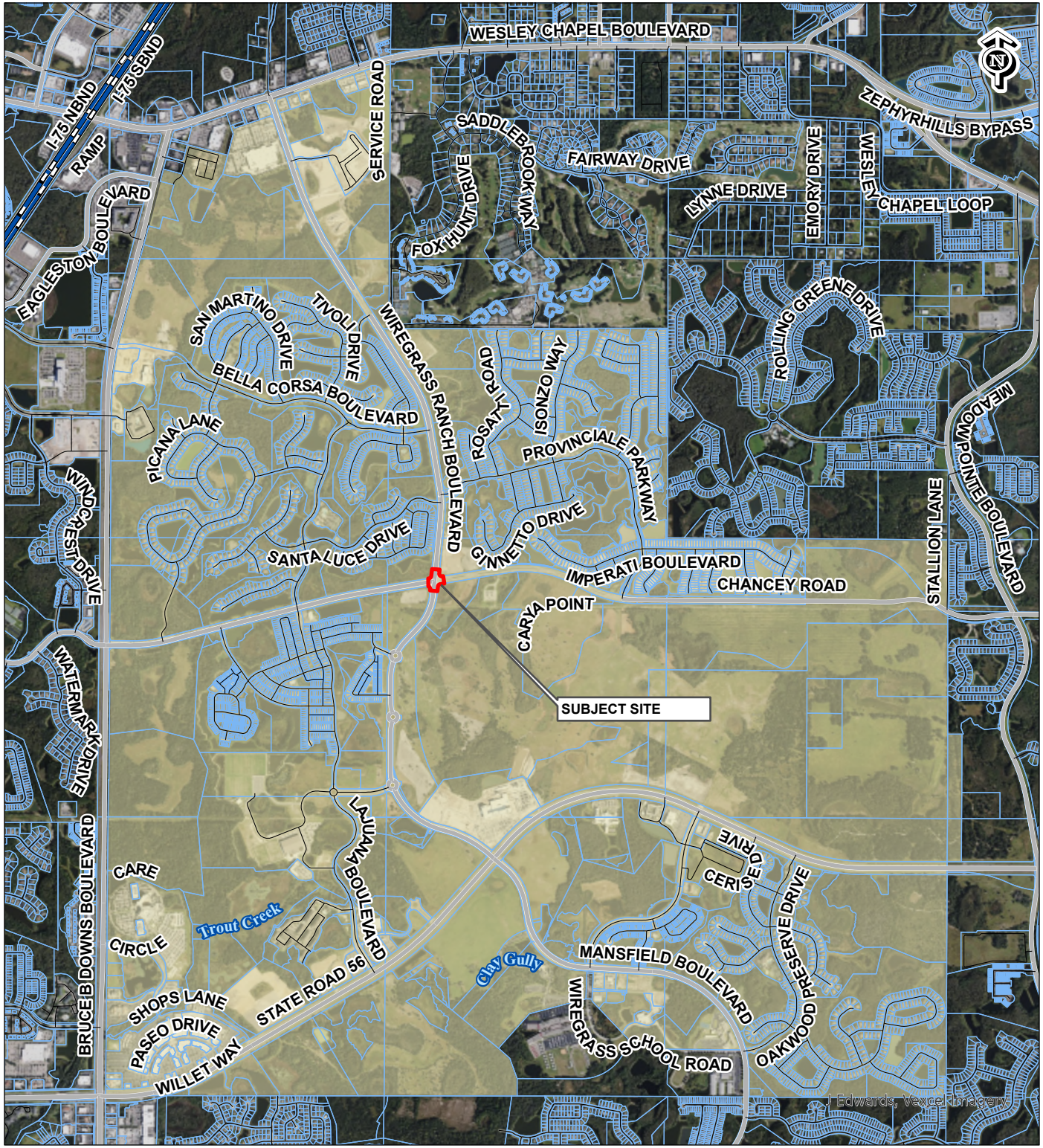

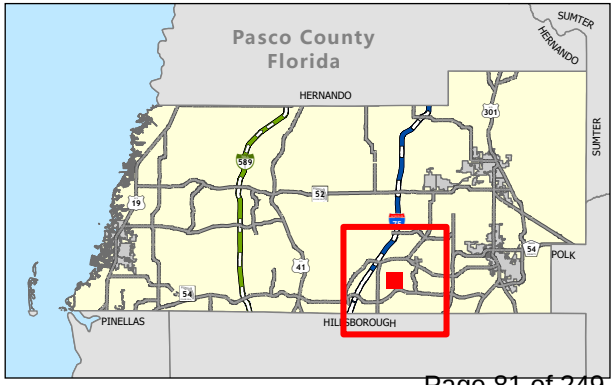

PDE26-0479

AMENDMENT TO DA IN MPUD

20-26-20-0000-49900-0010

LOCUST BRANCH LLC
3717 TURMAN LOOP
SUITE 102
WESLEY CHAPEL FL 33544

PHYSICAL ADDRESS:
INTERSECTION OF
WIREGRASS RANCH BLVD &
CHANCEY RD

TAZ-281
COMMISSION DISTRICT: 2

- Subject Site
- 1000ft Buffer
- Conceptual Trails / Planned
- Existing Collector
- Ecological Planning Unit

0 600 1,200
Feet

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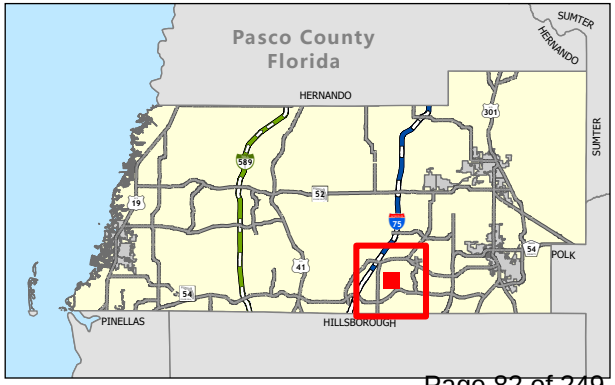


FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT AMONG PASCO COUNTY AND LOCUST BRANCH, LLC IN CONNECTION WITH THE CONSTRUCTION OF WIREGRASS RANCH BOULEVARD WITHIN THE WIREGRASS RANCH DEVELOPMENT OF REGIONAL IMPACT NO. 260

THIS DEVELOPMENT AGREEMENT ("**DA**") is made and entered into by and among Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (the "**COUNTY**") and Locust Branch, LLC, a Florida limited liability company (the "**DEVELOPER**") (COUNTY and DEVELOPER may be referred to herein collectively as the **"parties**" or singularly as a "**party**"), as the DEVELOPER of Wiregrass Ranch Blvd. (from and including the intersection of Wiregrass Ranch Blvd. and Strickland Blvd., to and including the intersection of Wiregrass Ranch Blvd. and State Road 54 ("**SR 54**"), as further described herein (collectively, "**WRB North**"), within the Wiregrass Ranch Development of Regional Impact (DRI) No. 260 (the "**DRI**"), and joined in and consented to by Wiregrass Ranch, Inc., a Florida corporation ("**Wiregrass**"), Solly Branch Holdings, LLC, a Florida limited liability company ("**Solly Branch**"), and JHP Real Estate Partnership, a Florida limited partnership ("**JHP**"), as owners of the real property comprising the current and/or future right-of-way of WRB North.

W I T N E S S E T H:

WHEREAS, the COUNTY approved the Wiregrass Ranch Development of Regional Impact No. 260 Development Order through the adoption of through Resolution No. 07-291 on or about July 17, 2007 pursuant to Section 380.06, Florida Statutes, as subsequently amended through the adoption of Resolution No. 08-06, and amended and superseded through the adoption of Resolution No. 10-376, and further amended through the adoption of Resolution No. 10-399, through the adoption of Resolution No. 13-29, through the adoption of Resolution No. 13-99, through the adoption of Resolution No. 13-245, and through the adoption of Resolution No. 14-66 (collectively, as may be amended or superseded from time to time in the future, the **"WR DO"**).

WHEREAS, DEVELOPER is the Master Developer or Developer of Record for the DRI and the land that is subject to the WR DO (the "**Project**").

WHEREAS, the COUNTY previously approved:

(1) a development agreement for what is commonly known and referred to as "Wiregrass Ranch Blvd. Phase 1" as part of the Three-party Economic Development Agreement dated effective on or about September 23, 2011 by and between the COUNTY, Raymond James Financial, Inc., a Florida corporation, Wiregrass, Solly Branch, Flycatcher Enterprises, LLC, a Florida limited liability company, Maggie Pond, LLC, a Florida limited liability company, and DEVELOPER, as amended (the "**3-party EDA**"); and

(2) the Development Agreement for Wiregrass Ranch, as amended by the First Amendment to Development Agreement (collectively, as may be amended or superseded from time to time in the future, the "**Wiregrass DA**"); and

(3) a development agreement for the portion of Chancey Road commonly known and referred to as "Chancey Road West" (the "**Chancey West DA**"); and

(4) a development agreement for the portion of Mansfield Blvd. located within the DRI (the "**Mansfield DA**").

WHEREAS, the WR DO and Wiregrass DA set forth the required mitigation for the transportation impacts of the DRI, including, but not limited to, mitigation comprised of the design, permitting, construction, and conveyance of WRB North (including Phase 2, Phase 3, Phase 4, and Phase 5, as the foregoing are further described and defined below, and as WRB North may be further phased from time to time).

WHEREAS, this DA provides for the award of mobility fee credits to the DEVELOPER for design, permitting, construction, and conveyance of WRB North.

WHEREAS, at the time of the execution and approval of the Wiregrass DA, WRB North

was considered to be a non-creditable, site-related improvement, but the design, permitting, construction, and conveyance of WRB North are now creditable expenditures and eligible for the award of Mobility Fee ("**MF**") Credits on the terms and conditions set forth herein because (a) DEVELOPER has committed to execute and deliver Conditional Assignments of Wiregrass DRI Entitlements to COUNTY pursuant to Section 4.e of the WR DO for certain DRI entitlements to be constructed, developed, and used on specific portions of what is commonly known and referred to as the "**Park Property**" within the DRI; (b) DEVELOPER has committed to release and amend the existing deed restrictions applicable to such portions of the Park Property to allow the construction, development, and use of the assigned DRI entitlements; (c) DEVELOPER has committed to accelerate the construction completion date for WRB North to December 31, 2023; (d) WRB North will provide access to the Park Property from SR 54; (e) WRB North will provide access to the Park Property from Chancey Rd.; (f) WRB North will provide access to the Park Property from SR 581; and (g) WRB North will be a parallel-reliever of SR 581 and Meadow Pointe Boulevard and will reduce traffic congestion on and provide alternative parallel routes for each of the foregoing roadways.

WHEREAS, WRB North is generally described as running from, and including the intersection of Wiregrass Ranch Blvd. and Strickland Blvd. to and including the intersection of Wiregrass Ranch Blvd. and State Road 54, as generally depicted on Map H and the Wiregrass Ranch Master Roadway Plan (the "**MRP**").

WHEREAS, **"Phase 2"** of WRB North is generally described as running from, and including the intersection of Wiregrass Ranch Blvd. and Strickland Blvd. to and including the intersection of Wiregrass Ranch Blvd. and Chancey Rd. including any and all traffic signalization at the intersection of Wiregrass Ranch Blvd. and Chancey Road, as more particularly identified and described in **Exhibit "A"** attached hereto and incorporated herein by reference.

WHEREAS, **"Phase 3"** of WRB North is generally described as running from the intersection of Wiregrass Ranch Blvd. and Chancey Rd. to and including the intersection of

Wiregrass Ranch Blvd. and the SR 581 Bypass/Loop Road, as more particularly identified and described in **Exhibit "B"** attached hereto and incorporated herein by reference.

WHEREAS, **"Phase 4"** of WRB North is generally described as running from the intersection of Wiregrass Ranch Blvd. and the SR 581 Bypass/Loop Road to the southern entrance to the property owned by Wal-Mart Stores East, LP, a Delaware limited partnership ("**Wal-Mart**"), from Wiregrass Ranch Blvd., as more particularly identified and described in **Exhibit "C"** attached hereto and incorporated herein by reference.

WHEREAS, **"Phase 5"** of WRB North is generally described as running from, and including the southern entrance to the property owned by Wal-Mart to and including the intersection of Wiregrass Ranch Blvd. and SR 54, as more particularly identified and described in **Exhibit "D"** attached hereto and incorporated herein by reference.

WHEREAS, the lands that are subject to this DA, as identified and described in **Exhibit "A"**, **Exhibit "B"**, **Exhibit "C"**, and **Exhibit "D"** attached hereto and incorporated herein by reference, will be used for the construction, operation, maintenance, repair, and replacement of WRB North, which the COUNTY and the DEVELOPER acknowledge, agree, and covenant that this "whereas" clause meets and fully satisfies the requirements of Section 163.3227(1)(c), Fla. Stat.

WHEREAS, the COUNTY and DEVELOPER desire to enter into an agreement for the DEVELOPER to design, permit, construct, dedicate, and convey WRB North to and for the COUNTY, in consideration for the COUNTY awarding of MF Credits to the DEVELOPER for designing, permitting, and constructing WRB North, and to document and memorialize the parties' respective obligations relating to the same.

WHEREAS, this DA expressly and specifically supersedes those provisions of the Wiregrass DA pertaining to WRB North and all portions, phases, or segments thereof (including, without limitation, Phase 5), in their entirety.

WHEREAS, Phase 2 of WRB North was designed by DEVELOPER's predecessor in

interest, Wiregrass, and was constructed by DEVELOPER and/or Wiregrass Community Development District (the "**CDD**"), and Phase 3 or WRB North was designed by DEVELOPER, its predecessor in interest, and/or the CDD, which designs for Phase 2 and Phase 3 have been approved by the COUNTY (the "**Approved Design**").

WHEREAS, Wal-Mart previously designed, permitted, constructed, and conveyed to the COUNTY certain improvements comprising Phase 5, including improvements to the intersection of Wiregrass Ranch Blvd. and SR 54.

WHEREAS, DEVELOPER and/or Wiregrass are entitled to any and all MF credits for the design, permitting, construction, and conveyance of the improvements comprising Phase 5.

WHEREAS, DEVELOPER has commenced and/or will commence and complete or cause the commencement and completion of the remaining construction of WRB North by December 31, 2023.

WHEREAS, DEVELOPER shall be entitled to any and all MF Credits awarded by the COUNTY in connection with any portion of the Creditable Expenditures (as hereinafter defined) (collectively the "**Locust Branch Mobility Fee Credits**").

WHEREAS, the award of MF Credits to the DEVELOPER pursuant to this DA is intended to address a unique request by the COUNTY to obtain entitlements and development and use rights on certain portions of the Park Property that were not previously contemplated by the DEVELOPER and COUNTY; accordingly, the provisions of this DA shall not be used as precedent for any other Pasco County roadway development agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and provisions herein contained, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the COUNTY and the DEVELOPER hereby agree as follows:

1. <u>WHEREAS CLAUSES</u>

The WHEREAS clauses set forth above and all exhibits attached hereto are true and correct, ratified and confirmed, and are incorporated herein by reference as a substantive part of

this DA, as if fully set forth herein in their entirety.

2. PURPOSE

It is the purpose and intent of this DA to further set forth, document, and memorialize the terms and conditions and the parties' respective obligations for (a) the DEVELOPER to design, permit, construct, and convey WRB North for and to the COUNTY; and (b) the COUNTY to issue and award MF Credits in connection with the design, permitting, construction, and conveyance of WRB North. All terms and conditions of this DA shall be interpreted in a manner consistent with, and in furtherance of, the express purposes set forth herein.

3. GENERAL REQUIREMENTS

This DA shall be for the duration of thirty (30) years from the effective date of this DA., subject to any conditions precedent or termination provisions contained herein, or by mutual agreement of the parties. The effective date of this DA shall be the date upon which it has been duly executed by all parties and recorded in the Public Records pursuant to Section 163.3239, Fla. Stat.; provided, however, this DA shall not be recorded or effective until the applicable parties have executed the initial version of the following: (a) the First Amendment and Supplement to Amended and Restated Agreement for Charitable Contribution Sports Park Property ("**First Amendment**"); (b) the Release and Amendment of Deed Restrictions attached as an exhibit to the First Amendment; (c) the Conditional Assignments of Wiregrass DRI Entitlements for hotel and attractions and recreation facility entitlements; (d) the Operations and Maintenance Services License Agreement for Wesley Chapel Sports Complex between the COUNTY and RADDsports Pasco Wiregrass, LLC, and (e) the Ground Lease Agreement for the hotel in the Park Property between the COUNTY and Mainsail Wiregrass Hotel LLLP (collectively, the "**Agreement Conditions Precedent**"). In addition, this DA shall not be recorded or effective until the COUNTY has (a) obtained the initial approval of funds or financing in an amount not less than $25 million for the Wesley Chapel Sports Complex, and (b) the COUNTY has adopted at least a 2% increase in the COUNTY's tourist development tax to secure such financing (the "**Financing Conditions**

Precedent"). If any of the Agreement Conditions Precedent or Financing Conditions Precedent are challenged in a court of competent jurisdiction prior to the date that this DA is recorded and effective, then this DA shall not be recorded or effective until such challenge(s) are successfully resolved in favor of the COUNTY, or until the COUNTY otherwise waives in writing the Agreement Conditions Precedent and Financing Conditions Precedent. If any of the Agreement Conditions Precedent or Financing Conditions Precedent are challenged, modified, released, in default or otherwise revised or terminated after the date that this DA is recorded and effective, then this DA shall remain valid and effective and in full force and effect, provided that any such challenge(s), default(s) or termination(s) are not initiated by DEVELOPER, Wiregrass, Solly Branch, JHP, Flycatcher Enterprises, LLC, Maggie Pond, LLC, or any officer, director, employee, agent, manager, partner, parent, subsidiary, successor, or assign of such entities. The Agreement Conditions Precedent and Financing Conditions Precedent have been fully satisfied, and this Development Agreement is in full force and effect.

4. CONSTRUCTION OF WRB NORTH

a. The DEVELOPER agrees to design, permit, construct, dedicate, and convey, or cause the design, permitting, construction, dedication, and conveyance of WRB North as set forth herein.

b. The COUNTY and the DEVELOPER acknowledge and agree that the DEVELOPER and/or the CDD have completed the design and permitting of portions WRB North, and shall complete the design, permitting and construction of WRB North on or prior to December 31, 2023. The DEVELOPER acknowledges and agrees that this December 31, 2023 completion date for WRB North is not eligible for any extensions (including, but not limited to, state of emergency extensions) that may be granted by state law or by County ordinance or resolution, and DEVELOPER agrees not to apply for any such extensions for the completion date. Accordingly, the December 31, 2023 completion date may only be extended pursuant Section 10.t. of this DA, or pursuant to a Board of County Commissioner approved amendment

to this DA. If DEVELOPER fails to complete construction of all of WRB North Phases 3 and 4 by December 31, 2023 (as such date may be extended pursuant to Section 10.t. of this DA), then the County may (a) revoke any previously issued MF Credits for Phases 3, 4 and 5 of WRB North that have not already been utilized, (b) deduct the amount of any previously utilized MF Credits for WRB North Phases 3, 4 and 5 from any MF Credits to which the DEVELOPER is otherwise entitled for the SR 581 Bypass/Loop Road pursuant to the Wiregrass DA, and/or (c) exercise any other remedies authorized by law. This paragraph has been fully satisfied.

c. DEVELOPER shall promptly receive reimbursement/credits for one hundred percent (100%) of the total actual, reasonable amount expended (the "**Creditable Expenditures**" as further defined below) in connection with the design, permitting, and construction (including post-construction survey and engineering expenses related to conveyances) for each portion, phase, or segment of the Improvements (as defined below) comprising WRB North pursuant to the process, conditions, and timing set forth in Section 7 below.

d. For purposes of this Agreement, the "portion, phase, or segment" of WRB North shall mean that portion, phase, or segment (as reasonably determined or established by DEVELOPER) of the Improvements (as defined below) described and/or depicted in the Approved Plans and future construction plans approved by the COUNTY for WRB North (collectively, the "**Construction Plans**") which is constructed to some logical termination point, which, by way of example and not limitation, may be any roadway or driveway that intersects or will intersect with WRB North.

e. For purposes of this Agreement, "**Improvements**" means the improvements comprising WRB North described and/or depicted in the Construction Plans.

f. For all purposes under this DA, the term(s) **"commence"** or "commencement" shall mean the recording of a notice of commencement in the Public Records for the applicable portion, phase, or segment of WRB North, and the term(s) **"complete"** or

"completed" shall mean the applicable portion, phase, or segment of the Improvements have been reasonably determined by the COUNTY to be safe to open to the traveling public; provided, however, the review, execution, approval, and/or recording of conveyance-related instruments (e.g. deeds, easements, bills of sale, permit transfers or modifications, final certifications, etc.) shall not delay the completion date of any portion, phase, or segment of the Improvements, shall not delay the COUNTY from determining that such portion, phase, or segment of the Improvements are safe to open to the traveling public, and shall not be a basis for the COUNTY determining that such portion, phase, or segment of the Improvements is not safe to open to the traveling public.

g. As a result of the Creditable Expenditures previously made, and to be made going forward over time by the DEVELOPER with respect to various components of WRB North, the COUNTY agrees to designate and approve specific Creditable Expenditures amounts for each portion, phase, or segment of the Improvements separately for each of the following sets of expenditures (subject to the applicable caps on such expenditures set forth in Section 7.c. of this DA):

(1) Approved Design, Permitting, and Pre-construction consultant expenditures, which shall not exceed twelve percent (12%) of the total amounts expended in connection with the design, permitting, construction, and conveyance of WRB North, or any portion, phase, or segment thereof (collectively, "**Project Costs**"), which Project Costs shall be established by an engineer's cost estimate; and

(2) Expenditures by the DEVELOPER for construction of WRB North (including construction management and any signalization), and/or any portion, phase, or segment thereof; and

(3) Bonding, insurance, testing, and construction engineering and inspections (CEI) expenses for any portion, phase, or segment of the Improvements; and

(4) Any post-construction survey and engineering expenses for

or related to the conveyance of any portion, phase, or segment of the Improvements. Notwithstanding any provision of this DA to the contrary, the Creditable Expenditures shall not include (a) any legal expenses, (b) any expenses related to utilities (within or outside of the right of way), (c) any expenses for site–related driveways, turn lanes, or roadways that are outside of the 140 feet of right-of-way for WRB North, or (d) any expenses for those portions of stormwater ponds, floodplain mitigation areas, or wetland mitigation areas that are not needed for and do not serve WRB and are commingled with stormwater ponds, floodplain mitigation areas or wetland mitigation areas that are needed for and do serve WRB North (i.e., Creditable Expenditures shall include and the DEVELOPER shall be entitled to MF Credits for any expenses related to those portions of stormwater ponds, floodplain mitigation areas, or wetland mitigation areas that are needed for and do serve WRB North and are commingled with stormwater ponds, floodplain mitigation areas, or wetland mitigation areas that are not needed for and do not serve WRB).

5. IMPROVEMENTS DESIGN AND PERMITTING

a. Design, Permitting, and Construction Requirements: All design, permitting and construction for the Improvements shall be in accordance with the COUNTY'S applicable standards, and shall include, without limitation, cross sections, drainage, and plan/profile sheets. WRB North shall be designed, permitted and constructed as a 4-lane divided roadway in 140 feet of right-of-way, together with all sidewalks, trails, landscaping, striping, signage, drainage, wetland mitigation, floodplain mitigation and other roadway appurtenances set forth in the County-approved design plans. Further, the design, permitting, and construction of those portions, phases, or segments of the Improvements for which designs and construction plans have not yet been submitted to and approved by the COUNTY shall be consistent and in accordance with the designs and construction plans previously approved by the COUNTY for other portions, phases, and segments of the Improvements.

b. COUNTY Review and Approval of Design: The DEVELOPER has completed and submitted 100% design plans for portions of the Improvements to the COUNTY

for review, and the DEVELOPER has obtained approval of the 100% percent design for portions of WRB North from the COUNTY, and therefore is entitled to commence the bidding for such portions, phases, or segments of the Improvements, as reasonably determined by DEVELOPER. Any future reviews and approvals by the COUNTY shall be completed by the COUNTY within forty-five (45) days of submission by the DEVELOPER of complete and correct documents to the COUNTY. The COUNTY shall make a completeness review and notify the DEVELOPER within ten (10) business days of receipt of the submission by DEVELOPER if any submission is not complete and correct. All plans once funded by the COUNTY, or once accepted and approved for construction by the COUNTY shall become the property of the COUNTY.

c. Permitting Requirements: DEVELOPER and/or its contractor shall obtain any and all required permits for the work it is to perform from the COUNTY, and any and all applicable local and State regulatory agencies, including the Southwest Florida Water Management District. The COUNTY and DEVELOPER acknowledge, agree, and covenant that this subsection meets and fully satisfies the requirements of Section 163.3227(1)(f), Fla. Stat.

d. COUNTY Cooperation: The COUNTY agrees to use its best efforts to expedite the processing of the permit applications for or related to the Improvements and WRB North, and the DEVELOPER agrees to use its best efforts to expeditiously secure all permits that are necessary for their respective portions, phases, or segments of design and construction of the Improvements. The COUNTY agrees, immediately upon execution of this DA by all parties hereto, to use its best efforts to initiate and coordinate meeting(s) with DEVELOPER regarding the permitting/approval of the WRB North, if applicable. Furthermore, the County shall not delay or condition any other development related permits, plans or approvals within Wiregrass Ranch DRI based on the signalization of the Wiregrass Ranch Blvd./ Chancey Road. intersection.

e. Timeline for Wiregrass Ranch Blvd./Chancey Rd. Intersection Signalization Improvement: Subject to Force Majeure Events, Developer shall meet the following timeline for design, permitting, and construction of the Wiregrass Ranch Boulevard and Chancey

Road Intersection Signalization:

(i) Achieve completion of construction by December 31, 2027.

For all purposes under this DA, the term(s) **"complete"** or **"completed"** shall mean the Signalization Improvement has been reasonably determined by the COUNTY to be safe to open to the traveling public; provided, however, the review, execution, approval, and/or recording of conveyance-related instruments (e.g. deeds, easements, bills of sale, permit transfers or modifications, final certifications, etc.) shall not delay the completion date of any segment of the Signalization Improvement, shall not delay the COUNTY from determining that such portion, phase, or segment of the Signalization Improvement is safe to open to the traveling public, and shall not be a basis for the COUNTY determining that such portion, phase, or segment of the Signalization Improvement is not safe to open to the traveling public.

6. BIDDING AND CONSTRUCTION

a. With respect to the Improvements, DEVELOPER shall comply with the COUNTY's Developer Pipeline Project Provisions document in effect as of the effective date of this DA; provided, however, DEVELOPER may satisfy the bidding procedures in the COUNTY's Developer Pipeline Project Provisions document by providing such documentation reasonably acceptable to the COUNTY demonstrating that DEVELOPER has secured bids from at least three (3) qualified bidders and has awarded a contract for the applicable portion, phase, or segment of the Improvements with costs consistent with other comparable projects located within Pasco County, as reasonably determined by the COUNTY. To that end, the DEVELOPER shall publicly bid the Project, yet shall retain full control of any and all bids and determinations regarding bidder qualification and determination of the qualified lowest bidder. The DEVELOPER may elect in its reasonable discretion to award the bids of portions, phases, or segments of the Improvements to a qualified bidder that is not the lowest overall bidder; provided however, any MF Credit amounts

for construction of the Improvements that are the subject of such bid may be limited to quantities and amounts awarded in comparable projects located in Pasco County, Florida, as reasonably determined by the COUNTY. The COUNTY and DEVELOPER acknowledge, agree, and covenant that DEVELOPER's satisfaction of such bidding procedures as set forth in the preceding sentences satisfies any and all bidding requirements for WRB North that are or may be a condition precedent to eligibility for the MF Credits as set forth herein.

(1) Construction. The DEVELOPER shall complete the construction of the Improvements in accordance with the final alignment, design, permits, specifications, and construction plans as approved by the COUNTY and other applicable Federal, State, and regional regulatory agencies. Anything to the contrary set forth herein notwithstanding, in no event and under no circumstances whatsoever shall the COUNTY require any improvements, alignments, designs, or specifications that are not required by the Pasco County Land Development Code, or otherwise identified in the DO, the Wiregrass DA, or the MRP. Further, the design, permitting, and construction of those portions, phases, or segments of the Improvements for which designs and construction plans have not yet been submitted to and approved by the COUNTY shall be consistent and in accordance with the designs and construction plans previously approved by the COUNTY for other portions, phases, and segments of the Improvements.

b. Tender of Improvement Area: Upon the recording of a notice of commencement for a portion, phase, or segment of WRB North, such area and/or portion, phase, or segment covered by the notice of commencement shall be deemed to be tendered to the DEVELOPER'S contractor, and such entity shall be in the custody and control of the project areas. The DEVELOPER'S contractor shall be responsible for providing a safe work zone for the public.

c. COUNTY Observation: The COUNTY's personnel and authorized representatives, as applicable, reserve the right to inspect, observe, and materials-test any and all work associated with the Improvements and shall at all relevant times have access to the work

being performed pursuant to this DA for the COUNTY'S observation. However, should the COUNTY observe any deficiencies inconsistent with the Construction Plans or construction not in accordance with applicable specifications, then the COUNTY shall notify the DEVELOPER and its representative in writing, and the DEVELOPER shall, at its cost, correct the deficiencies as necessary. Nothing herein shall require the COUNTY to observe or inspect the work of the Improvements. The DEVELOPER shall be solely responsible for ensuring that the Improvements are constructed in accordance with the Construction Plans, applicable specifications, and required standards. Observations by the COUNTY or their inspectors that do not discover that construction is not in accordance with the Construction Plans, applicable specifications, and required standards shall not be deemed a waiver of the DEVELOPER's requirements herein.

d. Construction Requirements: From the date of this DA, during the construction phase of the Improvements, the DEVELOPER and/or its construction contractor(s) shall do the following:

(1) Provide its own on-site inspection and observation under the direction of a professional engineer registered in the State of Florida for the purpose of observing and inspecting the progress and quality of the work and to ensure that it is constructed according to the Construction Plans, contract documents, and applicable specifications.

(2) The Construction Engineering and Inspection (CEI) contractor shall be approved by the COUNTY.

(3) Obtain the necessary Right-of-Way Use Permit(s), if applicable.

(4) Be responsible for supervising and inspecting the construction of the Improvements and shall be responsible for ensuring the accuracy of all reference points, grade lines, right-of-way lines, and field measurements associated with such construction.

(5) Be responsible for full and complete performance of all

construction activities required pursuant to this DA. The DEVELOPER'S contractor shall be responsible for the care and protection of any materials provided or work performed for the Improvements until the improvements are completed and accepted by the COUNTY, which acceptance shall not be unreasonably withheld.

(6) Require testing by an independent laboratory, acceptable to the COUNTY in accordance with the COUNTY Engineering Services Department's applicable testing specifications for construction of roads, stormwater drainage, and utilities as applicable. Any failed tests shall be reported to the COUNTY Engineer immediately and all test reports shall be provided on a quarterly basis to the COUNTY Engineer.

(7) Provide a certification from a professional engineer registered in the State of Florida which shall certify that all designs, permits, and construction activities for the Improvements are in substantial conformance with applicable the Construction Plans and applicable COUNTY standards. Such certification shall conform to the standards in the industry and be in a form reasonably acceptable to the COUNTY.

(8) Provide to the COUNTY copies of all design drawings, as-built drawings, right-of-way maps, and permits (including transfer to operations phase documentation) received for the Improvements, and such information shall become the property of the COUNTY upon submission. All plans submitted to the COUNTY shall include electronic files compatible with *AutoCADD*.

7. MOBILITY FEES, CREDITS AND REIMBURSEMENTS

a. The Project shall be assessed mobility fees in accordance with the COUNTY'S adopted mobility fee regulations as amended, the Wiregrass DA, and this DA.

b. Upon the effective date of this DA, the COUNTY agrees to budget, in a separate MF account, any roadway (not SIS) and bicycle/pedestrian portions of the mobility fees paid to the COUNTY from the development of the Project as provided for below. Any and

all of the roadway (not SIS) and bicycle/pedestrian portions of the mobility fees paid to the COUNTY in connection with the development of the Project in a collective amount up to the total Locust Branch Mobility Fee Credits shall be deposited into a Mobility Fee Paid Account (referred to herein as the "**Locust's WRB North Paid Account**"). Locust's WRB North Paid Account shall not include the transit portions, administrative portions, or SIS portions of the mobility fees paid to the COUNTY from within the Project. The DEVELOPER shall not be eligible for any interest on the Locust's WRB North Paid Account.

c. Upon the effective date of this DA, the COUNTY agrees to create and establish a separate MF Credit account called "**Locust Branch's WRB North Credit Account**" shall be established. Any and all MF Credits awarded pursuant to this DA shall be credited to Locust Branch's WRB North Credit Account.

c. The COUNTY shall award to DEVELOPER, and the DEVELOPER shall receive from the County, MF Credits against the roadway (not SIS) and Bicycle/pedestrian portions of the mobility fees for one hundred percent (100%) of any and all actual, reasonable amounts expended on the Improvements, or any portion, segment, or phase thereof, by the DEVELOPER, the CDD, Wal-Mart, or any other entity that has assigned its right to receive MF Credits to the DEVELOPER or that the DEVELOPER has caused to construct any portion of the Improvements (e.g., the CDD), which amounts shall include, without limitation, design, permitting and construction (including construction management costs, signalization (including pedestrian and vehicular), bonding and insurance costs, testing and CEI expenses and services (shall be submitted on an hourly rate basis), and further including any and all post-construction survey and engineering expenses associated with the conveyance of the right-of-way and Improvements to the COUNTY or FDOT, as applicable (collectively, "**Creditable Expenditures**"). Creditable Expenditures for design and permitting, CEI, bonding, insurance, survey, and other costs shall not exceed the following:

(1) Design, Permitting and Other Pre-construction

Consultants - 12% of the total Project Costs.

(2) Testing and Construction Engineering and Inspections - 12% of the total Project cost.

(3) Bonding Costs - 1.5% of the total Project Costs.

(4) Insurance Costs - 1% of the total Project Costs.

(5) Post-construction Surveying and Engineering Consultant Costs – 1% of the total Project Costs.

(6) Construction Management - 10% of the total Project Costs.

d. Any costs or funds that are expended by any CDD, and any costs or funds secured by the DEVELOPER that are expended by any CDD or other person or entity shall be considered and deemed to be Creditable Expenditures and fully creditable as though such funds were expended directly by the DEVELOPER.

e. As used herein the phrases "consultant costs," "consultant expenses," and other phrases of similar import, shall include, without limitation, costs and expenses attributable to planning, engineering, and surveying consultants.

f. Any other provision of this DA to the contrary notwithstanding, MF Credits shall be awarded by COUNTY to DEVELOPER for Creditable Expenditures as follows:

(1) Phase 2. Immediately upon the effective date of this DA, DEVELOPER shall be eligible to apply for and receive MF Credits for all Creditable Expenditures for Phase 2 including any and all signalization costs. Since the purpose of this DA amendment is to establish credit for the signalization at Wiregrass Ranch Boulevard and Chancey Road and to expedite that signal's construction, the County acknowledges that in the event the Developer enters into a design contract, solicits bids, and/or enters into a construction contract, or performs any work required to signalize the intersection of Wiregrass Ranch Boulevard and Chancey Road prior to the approval of this DA amendment, those costs incurred are creditable, provided that such costs otherwise satisfy the terms of this DA.

(2) Phase 3. Immediately upon the effective date of this DA, DEVELOPER shall be eligible to apply for and receive MF Credits for Creditable Expenditures related to the design and permitting of Phase 3. Upon the completion (i.e., opening to the traveling public) of Phase 3, or any applicable portion thereof, DEVELOPER shall be eligible to apply for and receive MF Credits for all other Creditable Expenditures for Phase 3, or applicable portions thereof.

(3) Phase 4. Upon the COUNTY's approval of the Construction Plans for Phase 4, or any applicable portion thereof, DEVELOPER shall be eligible to apply for and receive MF Credits for Creditable Expenditures related to the design and permitting of Phase 4. Upon the completion (i.e., opening to the traveling public) of Phase 4, or any applicable portion thereof, DEVELOPER shall be eligible to apply for and receive MF Credits for all other Creditable Expenditures for Phase 4, or applicable portion thereof.

(4) Phase 5. Immediately upon the effective date of this DA, DEVELOPER shall be eligible to apply for and receive MF Credits for all Creditable Expenditures for Phase 5.

g. Requests for credits to the Locust Branch's WRB North Credit Account may be submitted to the COUNTY at a frequency no greater than monthly and in accordance with the guidance outlined in the COUNTY's "Developer Pipeline Project Provisions" document, unless otherwise provided for herein. Each such submittal shall clearly specify that the DEVELOPER is entitled to the MF Credits being sought in the submittal and the DEVELOPER shall join in the submittal to provide the COUNTY with its consent thereto. The COUNTY shall awarded and establish MF Credits in the designated Locust Branch's WRB North Credit Account for all reasonably undisputed Creditable Expenditures within sixty (60) days of submittal. Any disputed amounts not approved prior to the end of the sixty (60) day period, will be carried over to the next submittal for credit or denial. Should any amount be denied for credit, the DEVELOPER may appeal such decision in a manner consistent with the adopted mobility fee

regulations. The COUNTY agrees to place and keep the Improvements in the CIP to the extent necessary to allow for the MF Credits provided for herein. Any and all costs and expenses incurred prior to the to the approval of this DA shall be exempt from the foregoing 90-day requirement.

h. Simultaneously with the first request for credit issuance, DEVELOPER may apply to exchange MF Credits to be established in the WRB North Credit Account for cash reimbursements from the Locust Branch's WRB North Paid Account. Thereafter, requests to exchange MF Credits in the Locust Branch's WRB North Credit Account for cash reimbursements from the Locust Branch's WRB North Paid Account may be submitted to the COUNTY at a frequency of no greater than quarterly. To the extent that funds exist in the Locust Branch's WRB North Paid Account, the COUNTY shall make the cash reimbursement payment to DEVELOPER within sixty (60) days of submittal. The cash reimbursement payment to the DEVELOPER shall be subject to all other requirements of the Prompt Payment Act. All cash reimbursements from the Locust Branch's WRB North Paid Account shall result in corresponding decreases in the respective Locust Branch's WRB North Credit Account.

i. The DEVELOPER agrees to indemnify, defend and hold the COUNTY harmless from, and against any claims or suits made by Wal-Mart, the CDD, and any other person or entity arising out of or related to any claims that such persons or entities are entitled to any of the MF Credits awarded to the DEVELOPER for the Improvements, or that the assignments of credits referenced herein are not authorized.

j. The DEVELOPER may sell and assign MF Credits received pursuant to this Agreement to end users within the DRI (and end users outside of the DRI to the extent allowed by the mobility fee regulations) and execute credit letters and/or assignments to be presented to the COUNTY ("**MF Credit Letters**"). Except as expressly provided herein, MF Credits received pursuant to this agreement may only be used for the roadway (not SIS) and bicycle/pedestrian portions of the mobility fee, and end users may not use MF Credits for the SIS,

transit and administrative portions of the mobility fee. It is anticipated that, to the maximum extent possible, MF Credit letters will be submitted to the COUNTY whenever the DEVELOPER has COUNTY approved MF Credits to cover the mobility fees that are due.

k. In particular, but not by way of limitation, DEVELOPER may assign its rights to MF Credits to the CDD (or any other Community Development District that may be subsequently formed within the DRI), who shall have financed certain portions of the design, permitting and construction costs for WRB North. Notwithstanding any other provision of this DA, any MF Credits earned as a result of improvements or conveyances made or funded by a Community Development District, homeowners' or merchants' association shall be issued directly to DEVELOPER.

8. PERFORMANCE, PAYMENT AND DEFECT GUARANTEES

a. Performance and Payment Guarantees: Immediately prior to commencing construction of the Wiregrass Ranch Boulevard and Chancey Road Intersection Signalization Improvement, Developer shall post in favor of the COUNTY, and provide the COUNTY for its approval, performance and payment guarantee(s) in a form acceptable to the County Attorney's Office, and comply with section 255.05, Florida Statutes to guarantee payment of Developer's obligations as required by law and to guarantee Developer's performance of its contractual obligations with respect to the applicable portion of the Wiregrass Ranch DA Improvement. The performance and payment guarantee(s) shall be with a bank, surety, or other financial institution acceptable to the COUNTY and Developer, which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide. The performance and payment guarantee(s) shall be in the amount of 125% of the Construction Contract amount. Upon acceptance of the Improvements by the COUNTY, and if the performance guarantee does not cover the defect guarantee, the County Administrator or designee shall issue a memorandum to release the performance guarantee and accept the

defect guarantee required below.

b. Defect Guarantees: Upon completion of the Improvements, and acceptance by the COUNTY, Developer shall guarantee to the COUNTY that all equipment furnished and work performed within the respective portion, phase, or segment is free of defects in workmanship or materials for a period of three (3) years after acceptance (the "**Warranty Period**"), and, that if any part of the construction should fail within this period, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the COUNTY. As used in this Section, the term **"acceptance"** shall mean and be defined the issuance of an acceptance of the Improvements by the COUNTY's Engineering Inspections Division with no further punch list items. By way of example, if a portion of the Improvements is completed, passes all inspections, and no punch list items remain outstanding with the COUNTY's Engineering Inspections Division, then such portion of the Improvements shall be deemed to have been accepted by the COUNTY for purposes of this Section. The Warranty Period shall commence immediately upon acceptance of the Improvements, and shall not be unduly extended by any delays in the conveyance of the Improvements. The performance guarantee for the Improvements may cover this guarantee, if it remains in place for the Warranty Period in an amount equal to fifteen percent (15%) of the applicable construction contract amount, or alternatively, Developer may post a separate defect guarantee acceptable to the COUNTY and Developer. The Developer is required to advise the COUNTY in writing of the warranty option it has selected prior to the COUNTY's acceptance of the Improvements. Developer shall be responsible for requesting, in writing, a final inspection from the COUNTY'S Engineering Inspections Division not before ninety (90) days prior to the termination of the three (3) year defect guarantee period. Upon receipt of the request for final inspection, the Engineering Inspections Division shall notify the Developer within ten (10) days of such request, providing a list of defects in workmanship or materials to be remedied by Developer before the expiration of the three (3) year defect guarantee period. Within sixty (60) days of the remedy of any defects

in materials or workmanship, but in any case, no sooner than the expiration of the three (3) year defect guarantee period, the County Administrator or designee shall issue a memorandum to release the defect guarantee.

9. INDEMNIFICATION AND INSURANCE

a. Indemnification:

(1) The DEVELOPER shall indemnify and hold harmless the COUNTY, and the employees and agents of the COUNTY from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees arising out of or resulting from DEVELOPER's performance of its obligations with respect to the applicable portion, phase, or segment of the Improvements, provided that any such liability, claim, suit, demand, damage, loss or any expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the applicable portion, phase, or segment of the Improvements itself), including the loss of use resulting therefrom; and (b) is caused in whole or in part by an act or omission of the DEVELOPER or anyone directly or indirectly employed by DEVELOPER, or anyone for whose acts any of them may be liable.

(2) The DEVELOPER shall indemnify and hold harmless the COUNTY and anyone directly or indirectly employed by the COUNTY from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others in connection with the performance of the applicable portion, phase, or segment of the Improvements, and shall defend all such claims in connection with any alleged infringement of such rights.

b. Insurance – DEVELOPER's contractor(s): Prior to the execution of the construction agreement for the applicable portion, phase, or segment of the Improvements between DEVELOPER and its contractor, the contractor shall provide the DEVELOPER a certificate of insurance and a true and exact copy of all insurance policies, including additional

insured endorsements. Said insurance coverage, and contracts for insurance other than Worker's Compensation and Employer's Liability Policy, shall name the DEVELOPER, the COUNTY, and applicable landowner as additional insureds.

c. General Conditions For All Required Policies: All insurance shall be provided by responsible companies authorized to transact business in the State of Florida which have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide.

d. Evidence of Insurance. DEVELOPER'S contractor(s) will provide to each of the DEVELOPER, the COUNTY, and applicable landowner, evidence of insurance coverage comprising true and exact copies of all required insurance policies, including additional insured endorsements, and original, executed Certificates of Insurance on the form provided by the COUNTY.

Each Certificate of Insurance should set forth the original signatures of the authorized representative of the insurance company(ies) identified. The Certificate should also reference the Agreement between the DEVELOPER and its contractor for the applicable portion, phase, or segment of the Improvements. All polices shall require the insurer to deliver to the DEVELOPER, the COUNTY, and applicable landowner not later than thirty (30) days written notice prior to any cancellation, intent not to renew or reduction in coverage and ten (10) days written notice of any nonpayment of premium. Such notice shall be delivered by U.S. Mail to the above addresses. The insurance required herein shall be primary to any insurance or self-insurance program of the DEVELOPER, and the insurance carriers are required to waive its rights of subrogation against the DEVELOPER and its agents and employees.

Certificates of Insurance and Insurance Policies provided by the DEVELOPER'S contractor will provide evidence of insurance coverage in amounts as follows:

The insurance carrier is

Employer's Liability: $1,000,000 per accident

Commercial General Liability:	$2,000,000 general aggregate
Product & Complete Operations:	$2,000,000 general aggregate
Bodily Injury (including death):	$1,000,000 per person
	$2,000,000 per occurrence
Personal Injury & Advertising Injury:	$500,000 per occurrence
Property Damage:	$1,000,000 per occurrence
Fire Damage:	$500,000 per any (1) fire
Hired & Non-Owned Autos	
or Automobile - Owned Bodily	
/Personal Injury Property Damage:	$1,000,000 combined single limit
Excess/Umbrella Liability:	$3,000,000 per occurrence
	$3,000,000 general aggregate

d. Insurance - DEVELOPER'S Engineer: Prior to the execution of the agreement for the applicable portion, phase, or segment of the Improvements between DEVELOPER and its engineer, the engineer shall provide DEVELOPER evidence of professional errors and omissions liability insurance coverage in a preferred amount equal to or greater than $1,000,000 per occurrence; provided however, in the event the engineer is only able to secure claims made professional liability insurance, the engineer shall be obligated in the agreement between the DEVELOPER and the engineer to maintain insurance in effect with no less limits of liability nor any more restrictive terms and/or conditions for a period of five (5) years from the date of said agreement.

10. GENERAL PROVISIONS

a. Independent Capacity: The DEVELOPER and any consultants, contractors, or agents are and shall be, in the performance of all work, services, and activities under this DA, independent contractors and not employees, agents, or servants of the COUNTY, or joint ventures with the COUNTY. The DEVELOPER does not have the power or authority to

bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this DA. The COUNTY shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to the DEVELOPER in connection with the applicable portion, phase, or segment of the Improvements, or for debts or claims accruing to such parties against the DEVELOPER. There is no contractual relationship expressed or implied between the COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to the DEVELOPER as a result of the Improvements.

b. Termination: Either party may terminate this DA upon the other party's failure to comply with the terms and conditions of this DA. The terminating party shall provide the other party with a written Notice of Termination, stating the party's intent to terminate and describing those terms and conditions with which the other party has failed to comply. If the other party has not remedied the failure or initiated good faith efforts to remedy the failure within thirty (30) days after receiving the Notice of Termination, or thereafter is not proceeding with due diligence to remedy the failure, the terminating party may terminate this DA immediately without further notice. This paragraph is not intended to replace any other legal or equitable remedies available to the parties under Florida law, but it is in addition thereto. If any portion, phase, or segment of the Improvements have been completed and accepted by the COUNTY, then this DA may not be terminated as to the portion, phase or segment of the Improvements which have been completed.

c. Contracts: All contracts entered into by the DEVELOPER for the applicable Improvements shall be made in accordance with all applicable laws, rules, and regulations; shall be specified by written contract or agreement; and shall be subject to each paragraph set forth in this DA. The DEVELOPER shall monitor all contracts on a regular basis to ensure contract compliance.

d. Compliance with Applicable Laws: The DEVELOPER and the COUNTY will comply with all applicable Federal, State, and local laws, rules, regulations, and

guidelines related to performance under this DA. In particular, the DEVELOPER verifies and affirms that it is in compliance with the 8 USC, Section 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The COUNTY will consider the employment of unauthorized aliens by the DEVELOPER or by any contractor or vendor of the DEVELOPER during the term of the DA a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this DA by the COUNTY. To the extent required by Section 119.0701, Florida Statutes, the DEVELOPER shall (a) keep and maintain those public records required by the COUNTY hereunder to perform the service under this DA; (b) upon request from the COUNTY's custodian of public records provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as required or authorized by law for the duration of the DA term and following completion of the DA if the DEVELOPER does not transfer the records to the COUNTY; and (d) upon completion of the DA, transfer, at no cost to the COUNTY, all public records in possession of the DEVELOPER. Upon such transfer, the DEVELOPER shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. All documentation produced as part of this DA will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this DA. **IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS DA, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, PLANNING, DEVELOPMENT, and ECONOMIC GROWTH DEPARTMENT, AT TELEPHONE NUMBER (727) 847-8140, E-MAIL ADDRESS planning@pascocountyfl.net, WEST PASCO**

GOVERNMENT CENTER, 8731 CITIZENS DRIVE, SUITE 200, NEW PORT RICHEY, FLORIDA 34654.

e. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this DA, including notice of termination, such notice shall be given by certified mail, return-receipt requested. The said notice shall be deemed given when it is deposited in the U.S. Mail with sufficient postage prepaid (notwithstanding that the return-receipt is not subsequently received). Notices shall be addressed as follows:

If to DEVELOPER: Locust Branch, LLC
28210 Paseo Drive, Suite 190
Wesley Chapel, FL 33543,

With a copy to: G. Matthew Brockway
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.,
2033 Main Street, Suite 600
Sarasota, FL 34237

If to COUNTY: Pasco County
c/o County Administrator
West Pasco Government Center
8731 Citizens Drive, Suite 320
New Port Richey, Florida 34654

With a copy to: David A. Goldstein
Chief Assistant County Attorney
West Pasco Government Center

8731 Citizens Drive, Suite 340

New Port Richey, Florida 34654.

These addresses may be changed by giving notice as provided for in this paragraph.

f. Entire Agreement: This DA embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein, and this DA supersedes all prior and contemporaneous agreements, understandings, representations, communications, and statements, either oral or written.

g. Modification and Amendment: Neither this DA, nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except as authorized by law pursuant to an instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought and then only to the extent set forth in such instrument.

h. Waiver: The failure of any party to this DA to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this DA shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct. The failure of this DA to address a particular permit, condition, term, or restriction shall not relieve the DEVELOPER of the necessity of complying with the law governing such permitting requirements, conditions, term, or restriction.

i. Contract Execution: This DA may be executed in several counterparts, each constituting a duplicate original, but all such counterparts shall constitute one (1) and the same agreement.

j. Gender: Whenever the contract hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa.

k. Headings: All article and descriptive headings of paragraphs in

this DA are inserted for convenience only and shall not affect the construction or interpretation hereof.

l. Construction: The parties hereby agree that each has played an equal part in the negotiation and drafting of this DA and, in the event any ambiguity should be realized in the construction or interpretation of this DA, the result of such ambiguity shall be equally assumed and realized by each of the parties to this DA.

m. Cancellation: This DA may be canceled by mutual consent of the parties to the DA.

n. Third Party Beneficiaries: Nothing in this DA shall be construed to benefit any person or entity not a party to this DA.

o. Strict Compliance with Laws: The DEVELOPER agrees that acts to be performed by it in connection with this DA shall be performed in strict conformity with all applicable Federal, State, and local laws, rules, regulations, standards, and guidelines. The COUNTY and the DEVELOPER acknowledge, agree, and covenant that this DA meets and fully satisfies the requirements of Section 163.3227(1), Fla. Stat., including all subsections thereof.

p. Nondiscrimination: The DEVELOPER will not discriminate against any employee employed in the performance of this DA or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The DEVELOPER shall insert a similar provision in all contracts for the applicable portion, phase, or segment of the WRB North Improvements.

q. Signatories Authority: By the execution hereof, the parties covenant that the provisions of this DA have been duly approved, the signatories hereto are duly authorized to execute this DA, and this DA is valid and binding agreement enforceable against the COUNTY and DEVELOPER.

r. Controlling Law: This DA shall be governed by and construed in

accordance with the laws of the State of Florida. Venue for any litigation arising from this DA shall be in Pasco County, Florida.

s. Successors and Assigns: The DEVELOPER may assign this DA and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this DA, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant.

t. Force Majeure/County Permitting Delays: In the event the DEVELOPER'S or COUNTY'S performance of this DA is prevented or interrupted by consequent act of God, or of the public enemy, or national emergency, or a governmental restriction upon the use or availability of labor or materials, or civil insurrection, riot, racial or civil rights disorders or demonstration, acts of terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty, disaster, or catastrophe, or judgment, or a restraining order or injunction of any court, the DEVELOPER or COUNTY shall not be liable for such nonperformance; provided however, in no event and under no circumstances shall any force majeure event or extension of time under this subsection be of a duration greater than ninety (90) days. This paragraph shall not apply to force majeure events caused by the DEVELOPER or under the DEVELOPER’S control, or caused by the COUNTY or under the COUNTY’S control, as applicable. In addition to the foregoing, the December 31, 2023 completion date for WRB North shall be automatically extended for each documented day that the COUNTY fails to comply with COUNTY’s applicable design review, permitting or inspection deadlines for WRB North as set forth in this DA, the Pasco County Land Development Code, or other generally applicable written COUNTY policy (whichever is most restrictive). By way of example, if the COUNTY fails to complete design review of any portion,

phase or segment of WRB North within forty-five (45) days of submission by the DEVELOPER of complete and correct documents to the COUNTY, the December 31, 2023 completion deadline for WRB North shall be automatically extended by the documented number of days that the COUNTY's completion of design review exceeds forty-five (45) days.

u. Consistency. The COUNTY and the DEVELOPER acknowledge, agree, and covenant that this DA is consistent with the COUNTY's Comprehensive Plan and Land Development Regulations.

11. Conflict. In the event of any conflict or inconsistency between the terms of the Wiregrass DA and the terms of this DA, the terms of this DA shall govern, supersede, and control over the conflicting or inconsistent terms of the Wiregrass DA.

[THIS SPACE LEFT BLANK INTENTIONALLY]

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

[ATTACHED TO DEVELOPMENT AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this DA on the dates set forth below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

_____
NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

_____
JACK MARIANO, CHAIRMAN

Date: _____

[*signatures continued on following page*]

[ATTACHED TO DEVELOPMENT AGREEMENT]

Signed, sealed, and delivered
in the presence of:

_____

Printed Name: _____

_____

Printed Name: _____

LOCUST BRANCH, LLC, a Florida limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF_____

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, as _____ of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He ❑ is personally known to me or ❑ has produced _____ as identification, and did not take an oath.

Notary Stamp

_____

Signature of Notary

_____

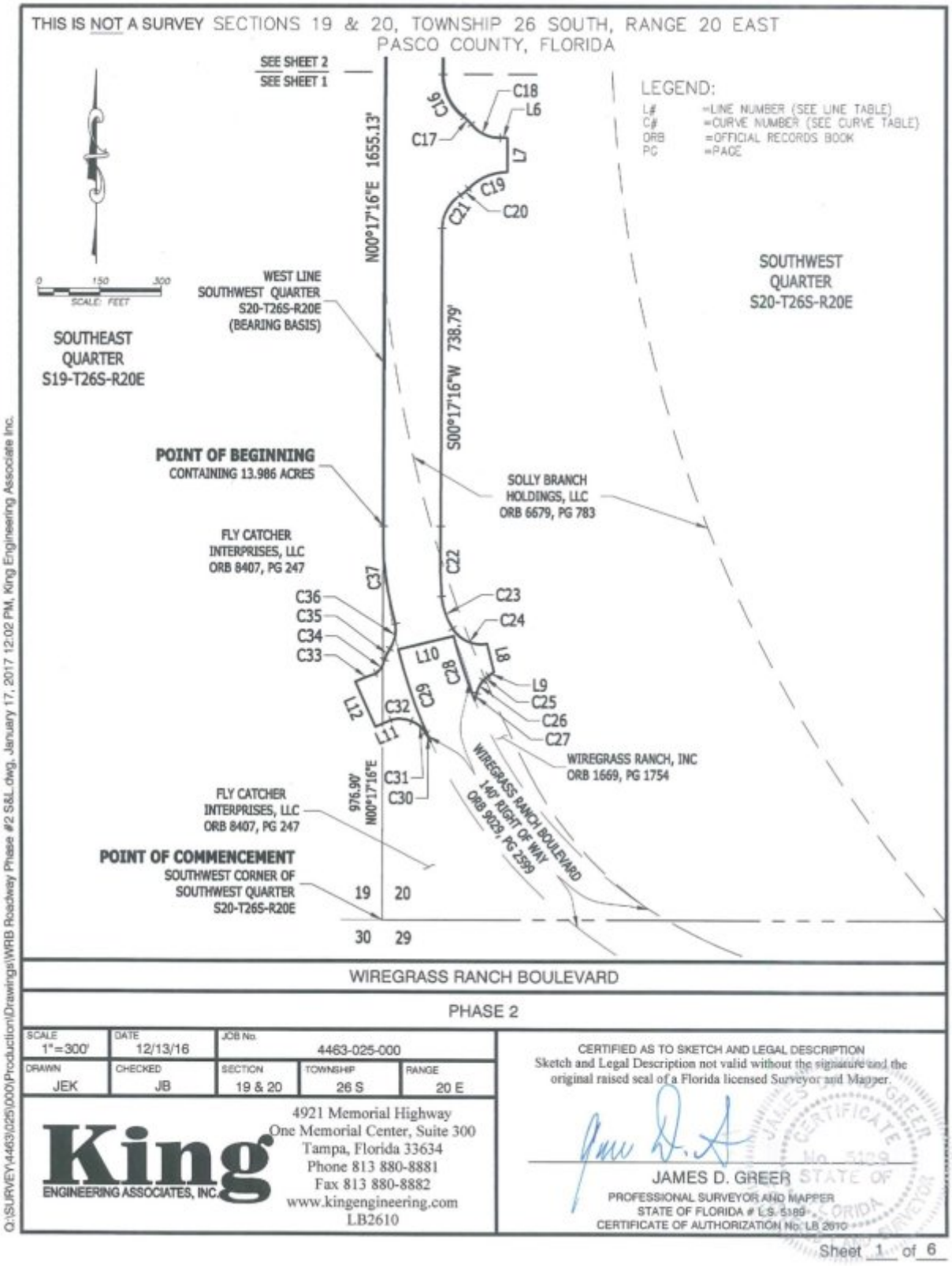
Print Name of Notary

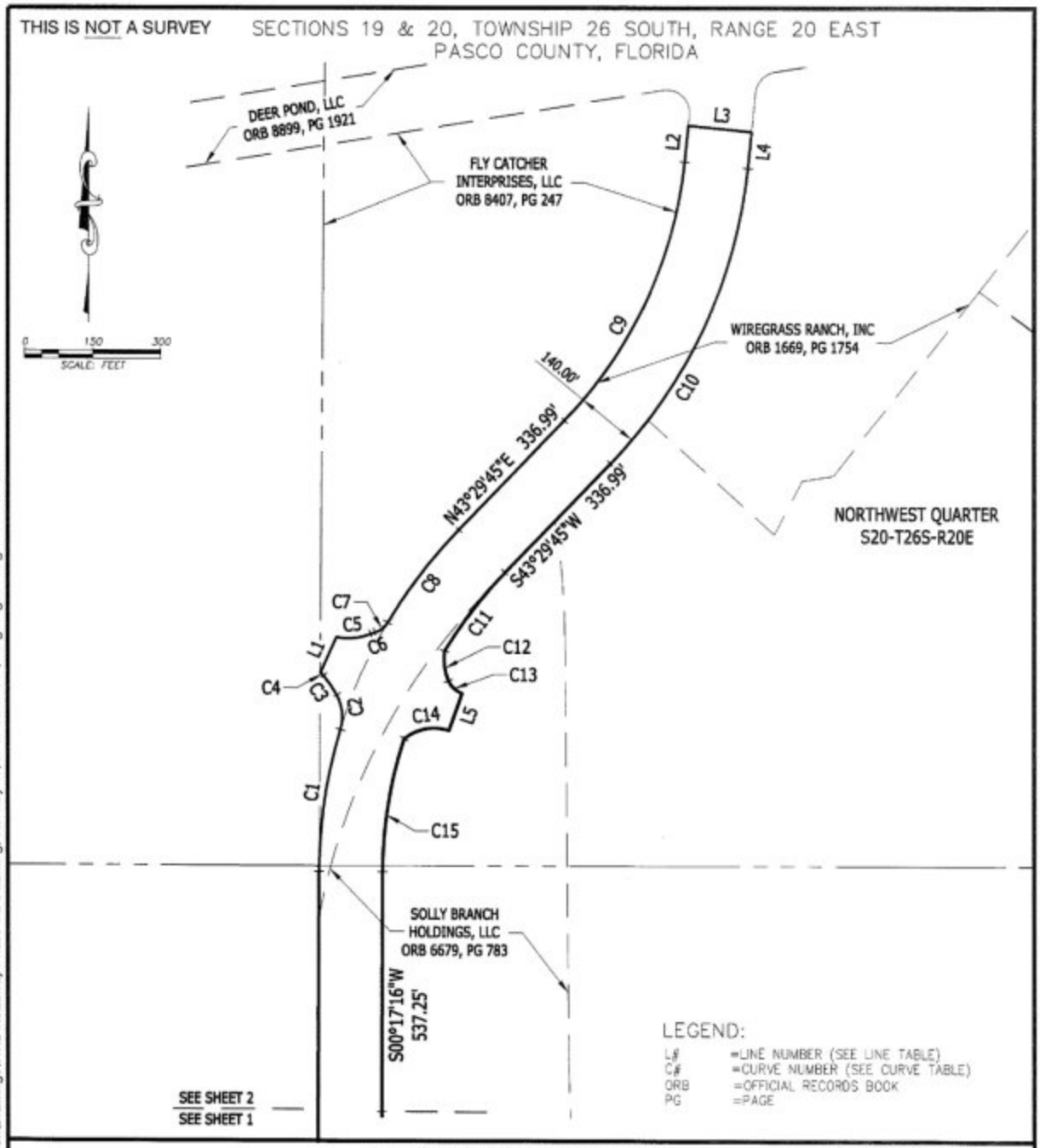
My Commission Expires: _____

[EXHIBIT “A” COMMENCES ON FOLLOWING PAGE]

EXHIBIT "A" TO DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION OF PHASE 2 OF WRB NORTH





WIREGRASS RANCH BOULEVARD

PHASE 2

King
ENGINEERING ASSOCIATES, INC.
4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
LB2610

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Sheet 2 of 6

THIS IS NOT A SURVEY

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	321.79'	1,120.00'	16°27'42"	N08°31'07"E	320.68'
C2	79.60'	100.00'	45°36'30"	N06°03'18"W	77.52'
C3	52.09'	281.00'	10°37'18"	N34°10'12"W	52.02'
C4	9.86'	50.00'	11°17'59"	N45°07'50"W	9.84'
C5	77.38'	131.00'	33°50'44"	N84°25'09"E	76.26'
C6	9.90'	120.00'	4°43'37"	N69°51'36"E	9.90'
C7	36.71'	50.00'	42°04'10"	N51°11'20"E	35.89'
C8	260.80'	1,120.00'	13°20'31"	N36°49'30"E	260.21'
C9	647.13'	980.00'	37°50'04"	N24°34'43"E	635.43'
C10	739.57'	1,120.00'	37°50'04"	S24°34'43"W	726.21'
C11	220.57'	980.00'	12°53'45"	S37°02'53"W	220.11'
C12	68.33'	137.82'	28°24'20"	S06°53'25"E	67.63'
C13	42.62'	53.00'	46°04'37"	S46°47'40"E	41.48'
C14	103.81'	104.47'	56°55'58"	S79°23'20"W	99.59'
C15	302.98'	980.00'	17°42'49"	S09°08'40"W	301.77'
C16	118.84'	130.00'	52°22'43"	S25°54'06"E	114.75'
C17	27.17'	119.00'	13°04'55"	S45°32'59"E	27.11'
C18	80.53'	91.00'	50°42'13"	S64°21'38"E	77.93'
C19	105.66'	131.00'	46°12'41"	S67°10'55"W	102.82'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C20	25.67'	119.00'	12°21'27"	S50°15'18"W	25.62'
C21	97.99'	100.00'	56°08'46"	S28°21'39"W	94.12'
C22	174.32'	2,146.11'	4°39'14"	S00°41'11"E	174.27'
C23	84.82'	197.05'	24°39'52"	S18°35'29"E	84.17'
C24	97.89'	82.00'	68°24'00"	S66°07'59"E	92.18'
C25	18.11'	66.32'	15°38'51"	S49°19'44"W	18.05'
C26	34.61'	67.72'	29°17'07"	S26°25'52"W	34.24'
C27	19.13'	178.27'	6°08'55"	S12°54'26"W	19.12'
C28	167.65'	1,130.00'	8°30'02"	N17°53'20"W	167.49'
C29	241.91'	1,270.00'	10°54'49"	S19°05'44"E	241.54'
C30	24.00'	739.95'	1°51'29"	N30°44'29"W	24.00'
C31	46.86'	70.04'	38°19'58"	N49°12'45"W	45.99'
C32	50.67'	77.00'	37°42'21"	N87°13'40"W	49.76'
C33	54.11'	414.75'	7°28'28"	N67°59'52"E	54.07'
C34	41.24'	60.01'	39°22'30"	N31°36'17"E	40.43'
C35	29.50'	119.21'	14°10'39"	N25°59'06"E	29.42'
C36	64.38'	91.00'	40°32'03"	N12°48'52"E	63.04'
C37	246.02'	813.42'	17°19'45"	N06°48'43"W	245.08'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N23°55'34"E	86.92'
L2	N05°39'41"E	80.58'
L3	S84°20'19"E	140.00'
L4	S05°39'41"W	80.58'
L5	S19°25'46"W	87.08'
L6	S89°42'44"E	17.96'

LINE	BEARING	DISTANCE
L7	S00°17'16"W	84.00'
L8	S13°35'50"E	70.82'
L9	S52°25'00"W	16.87'
L10	S76°21'41"W	140.00'
L11	S66°09'04"W	41.53'
L12	N23°43'37"W	122.17'

WIREGRASS RANCH BOULEVARD

PHASE 2

King
ENGINEERING ASSOCIATES, INC.
4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
LB2610

Sheet 3 of 6

Q:\SURVEY\4463\025\000\Production\Drawings\WRB Roadway Phase #2 S&L.dwg, January 17, 2017 12:03 PM, King Engineering Associate Inc.

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORD BOOK 8407, PAGE 247 AND A PORTION OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORD BOOK 6679, PAGE 783 AND A PORTION OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORD BOOK 1669, PAGE 1754, RESPECTIVELY, ALL IN THE PUBLIC RECORDS OF PASCO COUNTY FLORIDA, LYING IN SECTIONS 19 AND 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 20,TOWNSHIP 26 SOUTH, RANGE 20 EAST, THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, NORTH 00°17'16" EAST, A DISTANCE OF 976.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00°17'16" EAST, A DISTANCE OF 1,655.13 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY 321.79 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,120.00 FEET, A CENTRAL ANGLE OF 16°27'42", AND A CHORD BEARING AND DISTANCE OF NORTH 08°31'07" EAST 320.68 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE NORTHERLY 79.60 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 45°36'30", AND A CHORD BEARING AND DISTANCE OF NORTH 06°03'18" WEST 77.52 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT; THENCE NORTHWESTERLY 52.09 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 281.00 FEET, A CENTRAL ANGLE OF 10°37'18", AND A CHORD BEARING AND DISTANCE OF NORTH 34°10'12" WEST 52.02 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT; THENCE NORTHWESTERLY 9.86 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 11°17'59", AND A CHORD BEARING AND DISTANCE OF NORTH 45°07'50" WEST 9.84 FEET; THENCE NORTH 23°55'34" EAST, A DISTANCE OF 86.92 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE EASTERLY 77.38 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 131.00 FEET, A CENTRAL ANGLE OF 33°50'44", AND A CHORD BEARING AND DISTANCE OF NORTH 84°25'09" EAST 76.26 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE EASTERLY 9.90 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 04°43'37", AND A CHORD BEARING AND DISTANCE OF NORTH 69°51'36" EAST 9.90 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE NORTHEASTERLY 36.71 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 42°04'10", AND A CHORD BEARING AND DISTANCE OF NORTH 51°11'20" EAST 35.89 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE NORTHEASTERLY 260.80 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,120.00 FEET, A CENTRAL ANGLE OF 13°20'31", AND A CHORD BEARING AND DISTANCE OF NORTH 36°49'30" EAST 260.21 FEET; THENCE NORTH 43°29'45" EAST, A DISTANCE OF 336.99 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHEASTERLY 647.13 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 980.00 FEET, A CENTRAL ANGLE OF 37°50'04", AND A CHORD BEARING AND DISTANCE OF NORTH 24°34'43" EAST 635.43 FEET; THENCE NORTH 05°39'41" EAST, A DISTANCE OF 80.58 FEET; THENCE SOUTH 84°20'19" EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 05°39'41" WEST, A DISTANCE OF 80.58 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 739.57 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,120.00 FEET, A CENTRAL ANGLE OF 37°50'04", AND A CHORD BEARING AND DISTANCE OF SOUTH 24°34'43" WEST 726.21 FEET; THENCE SOUTH 43°29'45" WEST, A DISTANCE OF 336.99 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHWESTERLY 220.57 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 980.00 FEET, A CENTRAL ANGLE OF 12°53'45", AND A CHORD BEARING AND DISTANCE OF SOUTH 37°02'53" WEST 220.11 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHERLY 68.33 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 137.82 FEET, A CENTRAL ANGLE OF 28°24'20", AND A CHORD BEARING AND DISTANCE OF SOUTH 06°53'25" EAST 67.63 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;

CONTINUED ON SHEET 5

WIREGRASS RANCH BOULEVARD

PHASE 2

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Q:\SURVEY\4463\025\000\Production\Drawings\WRB Roadway Phase #2 S&L.dwg, January 17, 2017 12:04 PM, King Engineering Associate Inc.

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

CONTINUED FROM SHEET 4

THENCE SOUTHEASTERLY 42.62 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 53.00 FEET, A CENTRAL ANGLE OF 46°04'37", AND A CHORD BEARING AND DISTANCE OF SOUTH 46°47'40" EAST 41.48 FEET; THENCE SOUTH 19°25'46" WEST, A DISTANCE OF 87.08 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE WESTERLY 103.81 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 104.47 FEET, A CENTRAL ANGLE OF 56°55'58", AND A CHORD BEARING AND DISTANCE OF SOUTH 79°23'20' WEST 99.59 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHERLY 302.98 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 980.00 FEET, A CENTRAL ANGLE OF 17°42'49", AND A CHORD BEARING AND DISTANCE OF SOUTH 09°08'40" WEST 301.77 FEET; THENCE SOUTH 00°17'16" WEST, A DISTANCE OF 537.25 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHEASTERLY 118.84 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 52°22'43", AND A CHORD BEARING AND DISTANCE OF SOUTH 25°54'06" EAST 114.75 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 27.17 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 119.00 FEET, A CENTRAL ANGLE OF 13°04'55", AND A CHORD BEARING AND DISTANCE OF SOUTH 45°32'59" EAST 27.11 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE SOUTHEASTERLY 80.53 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 91.00 FEET, A CENTRAL ANGLE OF 50°42'13", AND A CHORD BEARING AND DISTANCE OF SOUTH 64°21'38" EAST 77.93 FEET; THENCE SOUTH 89°42'44" EAST, A DISTANCE OF 17.96 FEET; THENCE SOUTH 00°17'16" WEST, A DISTANCE OF 84.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY 105.66 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 131.00 FEET, A CENTRAL ANGLE OF 46°12'41", AND A CHORD BEARING AND DISTANCE OF SOUTH 67°10'55" WEST 102.82 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 25.67 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 119.00 FEET, A CENTRAL ANGLE OF 12°21'27", AND A CHORD BEARING AND DISTANCE OF SOUTH 50°15'18" WEST 25.62 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE SOUTHWESTERLY 97.99 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 56°08'46", AND A CHORD BEARING AND DISTANCE OF SOUTH 28°21'39" WEST 94.12 FEET; THENCE SOUTH 00°17'16" WEST, A DISTANCE OF 738.79 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHERLY 174.32 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,146.11 FEET, A CENTRAL ANGLE OF 04°39'14", AND A CHORD BEARING AND DISTANCE OF SOUTH 00°41'11" EAST 174.27 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHERLY 84.82 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 197.05 FEET, A CENTRAL ANGLE OF 24°39'52", AND A CHORD BEARING AND DISTANCE OF SOUTH 18°35'29" EAST 84.17 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY 97.89 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 68°24'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 66°07'59" EAST 92.18 FEET; THENCE SOUTH 13°35'50" EAST, A DISTANCE OF 70.82 FEET; THENCE SOUTH 52°25'00" WEST, A DISTANCE OF 16.87 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY 18.11 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 66.32 FEET, A CENTRAL ANGLE OF 15°38'51", AND A CHORD BEARING AND DISTANCE OF SOUTH 49°19'44" WEST 18.05 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY 34.61 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.72 FEET, A CENTRAL ANGLE OF 29°17'07", AND A CHORD BEARING AND DISTANCE OF SOUTH 26°25'52" WEST 34.24 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHERLY 19.13 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 178.27 FEET, A CENTRAL ANGLE OF 06°08'55", AND A CHORD BEARING AND DISTANCE OF SOUTH 12°54'26" WEST 19.12 FEET TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF WIREGRASS RANCH BOULEVARD, ACCORDING TO OFFICIAL RECORD BOOK 9029, PAGE 2599, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAME BEING A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG THE EAST, NORTH AND WEST RIGHT-OF-WAY LINES OF SAID WIREGRASS RANCH BOULEVARD THE FOLLOWING THREE (3) COURSES:

CONTINUED ON SHEET 6

WIREGRASS RANCH BOULEVARD

PHASE 2

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LB2610

Q:\SURVEY\4463\025\000\Production\Drawings\WRB Roadway Phase #2 S&L.dwg, January 17, 2017 12:04 PM, King Engineering Associate Inc.

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

CONTINUED FROM SHEET 5

(1) NORTHERLY 167.65 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,130.00 FEET, A CENTRAL ANGLE OF 08°30'02", AND A CHORD BEARING AND DISTANCE OF NORTH 17°53'20" WEST 167.49 FEET; (2) SOUTH 76°21'41" WEST, A DISTANCE OF 140.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; (3) SOUTHERLY 241.91 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,270.00 FEET, A CENTRAL ANGLE OF 10°54'49", AND A CHORD BEARING AND DISTANCE OF SOUTH 19°05'44" EAST 241.54 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE LEAVING SAID RIGHT-OF-WAY LINE, THENCE NORTHWESTERLY 24.00 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 739.95 FEET, A CENTRAL ANGLE OF 01°51'29", AND A CHORD BEARING AND DISTANCE OF NORTH 30°44'29" WEST 24.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY 46.86 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 70.04 FEET, A CENTRAL ANGLE OF 38°19'58", AND A CHORD BEARING AND DISTANCE OF NORTH 49°12'45" WEST 45.99 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE WESTERLY 50.67 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 77.00 FEET, A CENTRAL ANGLE OF 37°42'21", AND A CHORD BEARING AND DISTANCE OF NORTH 87°13'40" WEST 49.76 FEET; THENCE SOUTH 66°09'04" WEST, A DISTANCE OF 41.53 FEET; THENCE NORTH 23°43'37" WEST, A DISTANCE OF 122.17 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE EASTERLY 54.11 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 414.75 FEET, A CENTRAL ANGLE OF 07°28'28", AND A CHORD BEARING AND DISTANCE OF NORTH 67°59'52" EAST 54.07 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY 41.24 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 60.01 FEET, A CENTRAL ANGLE OF 39°22'30", AND A CHORD BEARING AND DISTANCE OF NORTH 31°36'17" EAST 40.43 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY 29.50 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 119.21 FEET, A CENTRAL ANGLE OF 14°10'39", AND A CHORD BEARING AND DISTANCE OF NORTH 25°59'06" EAST 29.42 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHERLY 64.38 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 91.00 FEET, A CENTRAL ANGLE OF 40°32'03", AND A CHORD BEARING AND DISTANCE OF NORTH 12°48'52" EAST 63.04 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHERLY 246.02 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 813.42 FEET, A CENTRAL ANGLE OF 17°19'45", AND A CHORD BEARING AND DISTANCE OF NORTH 06°48'43" WEST 245.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.986 ACRES.

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, BEING NORTH 00°17'16" EAST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN US FEET.

WIREGRASS RANCH BOULEVARD

PHASE 2

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Q:\SURVEY\4463\025\000\Production\Drawings\WRB Roadway Phase #2 S&L.dwg, January 17, 2017 12:05 PM, King Engineering Associate Inc.

EXHIBIT "B" TO DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION OF PAHSE 3 OF WRB NORTH

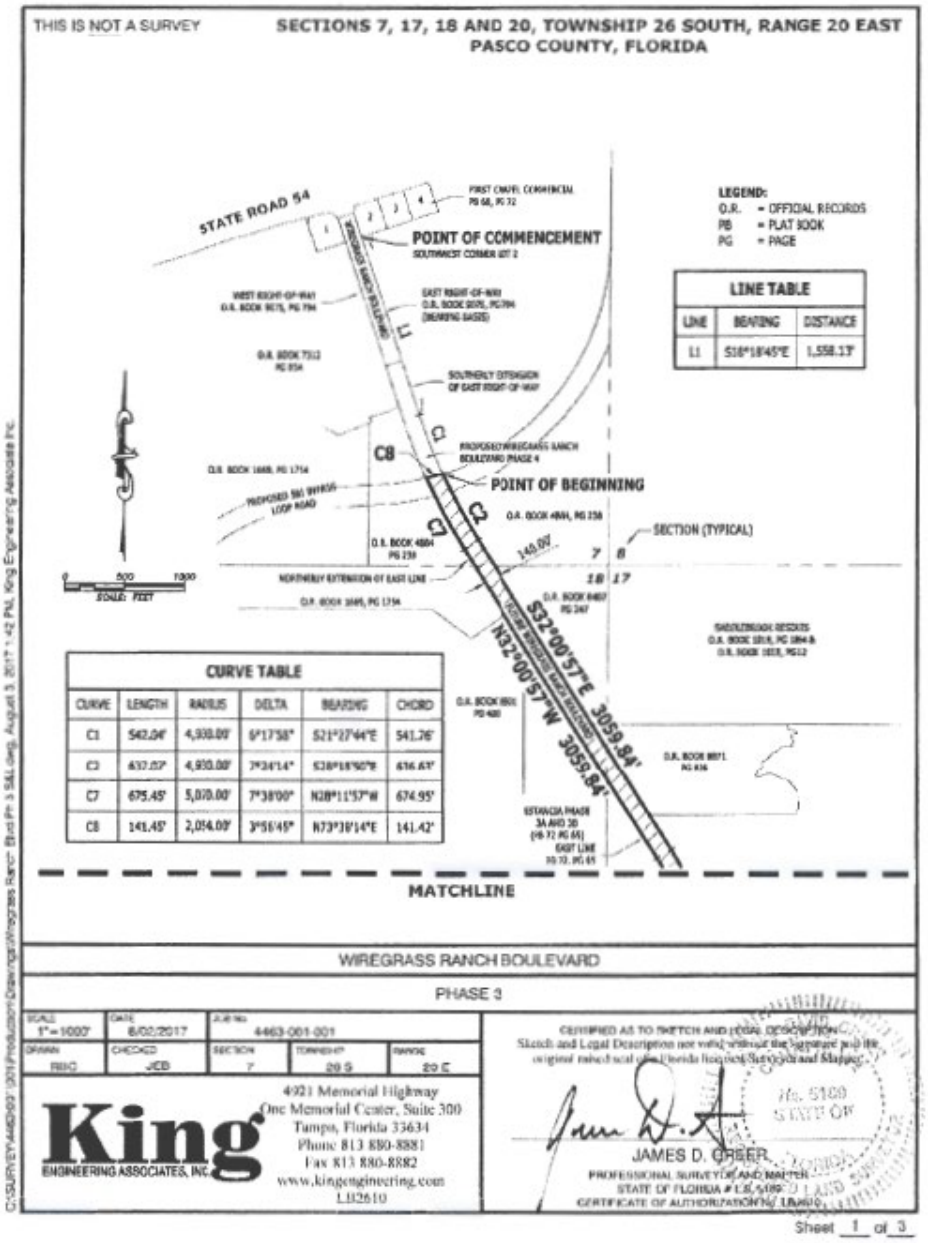
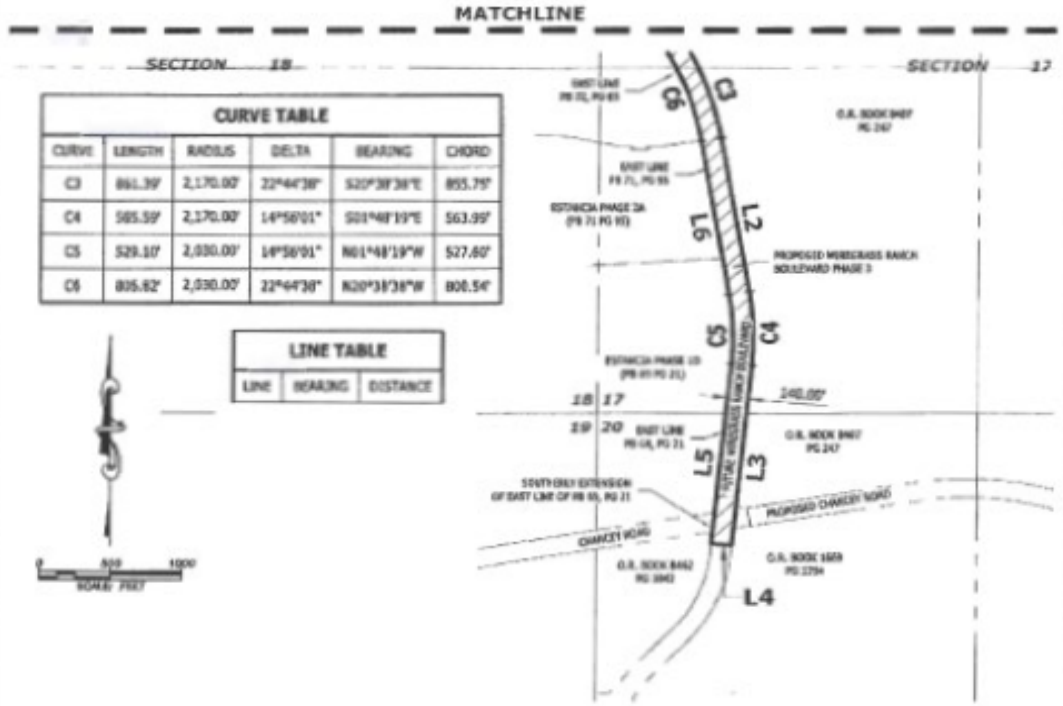


EXHIBIT "B" TO DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION OF PAHSE 3 OF WRB NORTH

THIS IS NOT A SURVEY



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C3	861.39'	2,170.00'	22°44'38"	S20°38'38"E	855.75'
C4	585.59'	2,170.00'	14°58'01"	S01°48'19"E	563.99'
C5	529.10'	2,030.00'	14°58'01"	N01°48'19"W	527.60'
C6	805.62'	2,030.00'	22°44'38"	N20°38'38"W	800.54'

LINE TABLE

LINE	BEARING	DISTANCE

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE EAST RIGHT-OF-WAY OF WIREGRASS RANCH BOULEVARD, BEING SOUTH 18°18'45" EAST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN US FEET.

WIREGRASS RANCH BOULEVARD

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Sheet 2 of 3

EXHIBIT "B" TO DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION OF PAHSE 3 OF WRB NORTH

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

A PARCEL OF LAND BEING A PORTION OF SECTIONS 7, 17, 18 AND 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, FIRST CHAPEL COMMERCIAL, ACCORDING TO PLAT BOOK 68, PAGE 72 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE SOUTH 18°18'45" EAST, ALONG THE EAST RIGHT-OF-WAY OF WIREGRASS RANCH BOULEVARD ACCORDING TO OFFICIAL RECORDS BOOK 9075, PAGE 794 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND THE SOUTHERLY EXTENSION OF SAID EAST RIGHT-OF-WAY, RESPECTIVELY, SOUTH 18°18'45" EAST, A DISTANCE OF 1558.13 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY 542.04 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 4,930.00 FEET, A CENTRAL ANGLE OF 06°17'58", AND A CHORD BEARING AND DISTANCE OF SOUTH 21°27'44" EAST 541.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY 637.07 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 4,930.00 FEET, A CENTRAL ANGLE OF 07°24'14", AND A CHORD BEARING AND DISTANCE OF SOUTH 28°18'50" EAST 636.63 FEET; THENCE SOUTH 32°00'57" EAST, A DISTANCE OF 3,059.84 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 861.39 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 22°44'38", AND A CHORD BEARING AND DISTANCE OF SOUTH 20°38'38" EAST 855.75 FEET; THENCE SOUTH 09°16'19" EAST, A DISTANCE OF 1,197.44 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 565.59 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 14°56'01", AND A CHORD BEARING AND DISTANCE OF SOUTH 01°48'19" EAST 563.99 FEET; THENCE SOUTH 05°39'41" WEST, A DISTANCE OF 1,377.49 FEET; THENCE NORTH 84°20'19" WEST, A DISTANCE OF 140.00 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF ESTANCIA PHASE 1D , ACCORDING TO PLAT BOOK 61, PAGE 21, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY EXTENSION AND ALONG THE SAID EAST LINE OF ESTANCIA PHASE 1D, AND THE EAST LINES OF ESTANCIA PHASE 2A, PLAT BOOK 71, PAGE 95 AND ESTANCIA PHASES 3A AND 3B, PLAT BOOK 72, PAGE 65, BOTH OF THE PUBLIC RECORDS OF PASCO COUNTY FLORIDA, AND ALONG THE NORTHERLY EXTENSION OF SAID EAST LINE OF ESTANCIA PHASES 3A AND 3B, RESPECTIVELY, THE FOLLOWING FIVE (5) COURSES, 1)NORTH 05°39'41" EAST, A DISTANCE OF 1,377.49 FEET TO A POINT ON A CURVE TO THE LEFT; 2) NORTHERLY 529.10 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 14°56'01", AND A CHORD BEARING AND DISTANCE OF NORTH 01°48'19" WEST 527.60 FEET; 3) NORTH 09°16'19" WEST, A DISTANCE OF 1,197.44 FEET TO A POINT ON A CURVE TO THE LEFT; 4) NORTHERLY 805.82 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 22°44'38", AND A CHORD BEARING AND DISTANCE OF NORTH 20°38'38" WEST 800.54 FEET; 5) NORTH 32°00'57" WEST, A DISTANCE OF 3,059.84 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHWESTERLY 675.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5,070.00 FEET, A CENTRAL ANGLE OF 07°38'00", AND A CHORD BEARING AND DISTANCE OF NORTH 28°11'57" WEST 674.95 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE EASTERLY 141.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,054.00 FEET, A CENTRAL ANGLE OF 03°56'45", AND A CHORD BEARING AND DISTANCE OF NORTH 73°38'14" EAST 141.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.655 ACRES.

WIREGRASS RANCH BOULEVARD

PHASE 3

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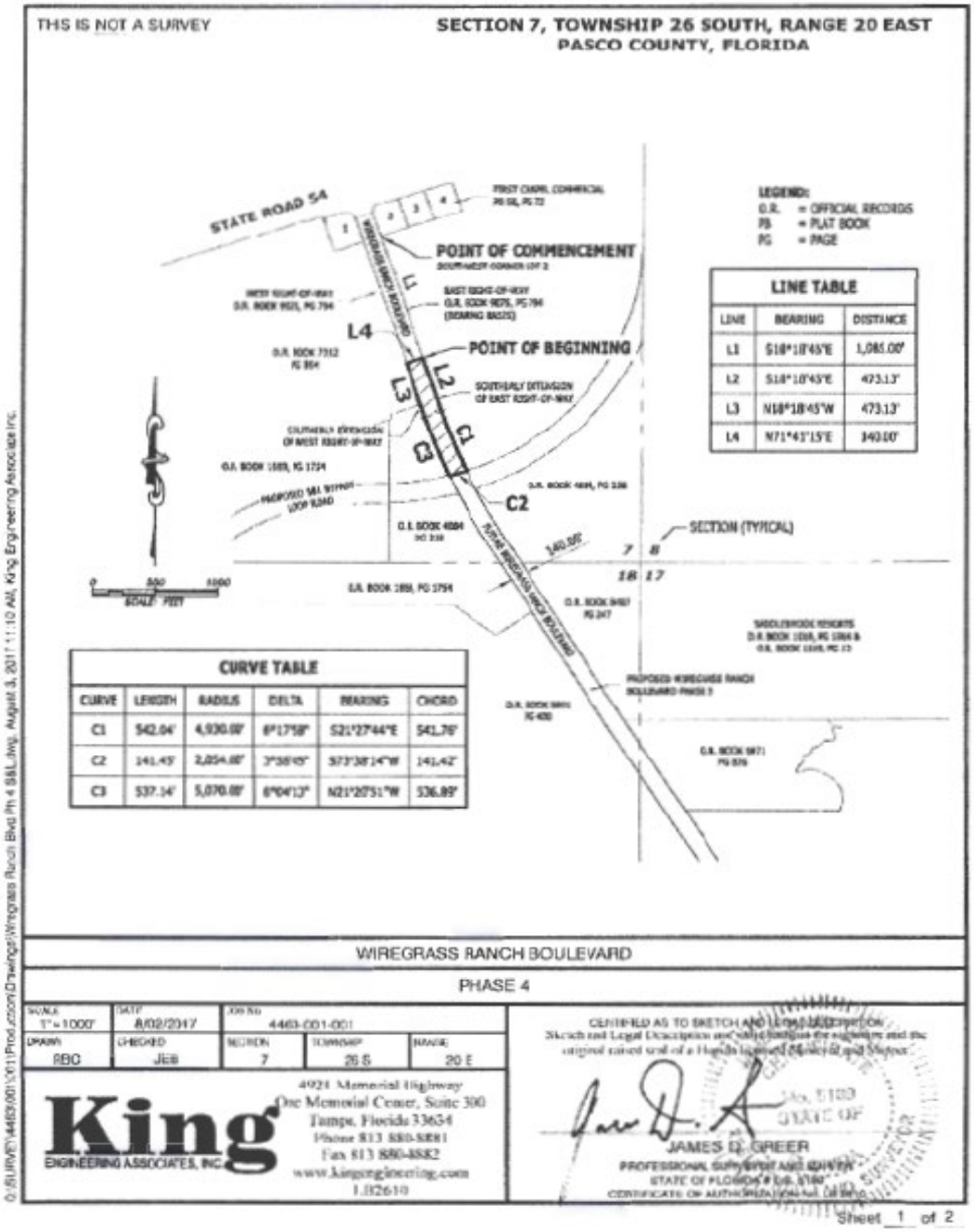
Sheet 3 of 3

G:\SURVEY\4488\DC1\001\Production\Drawings\Wiregrass Ranch Blvd Ph. 3 BM .dwg, August 3, 2017 1:32 PM, King Engineering Associates Inc.

EXHIBIT "C" TO DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION OF PHASE 4 OF WRB NORTH



LINE	BEARING	DISTANCE
L1	S18°18'45"E	1,085.00'
L2	S18°18'45"E	473.13'
L3	N18°18'45"W	473.13'
L4	N71°41'15"E	140.00'

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	542.04'	4,930.00'	6°17'58"	S21°27'44"E	541.76'
C2	141.45'	2,054.00'	3°56'45"	S73°38'14"W	141.42'
C3	537.14'	5,070.00'	6°04'12"	N21°20'51"W	536.89'

SCALE	DATE	JOB NO		
1" = 1000'	8/02/2017	4463-001-001		
DRAWN	CHECKED	SECTION	TOWNSHIP	RANGE
RBC	JEB	7	26 S	20 E

EXHIBIT "C" TO DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION OF PHASE 4 OF WRB NORTH

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

A PARCEL OF LAND BEING A PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, FIRST CHAPEL COMMERCIAL, ACCORDING TO PLAT BOOK 68, PAGE 72 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE SOUTH 18°18'45" EAST, ALONG THE EAST RIGHT-OF-WAY OF WIREGRASS RANCH BOULEVARD ACCORDING TO OFFICIAL RECORDS BOOK 9075, PAGE 794 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A DISTANCE OF 1,085.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE SOUTHERLY EXTENSION OF SAID EAST RIGHT-OF-WAY, SOUTH 18°18'45" EAST, A DISTANCE OF 473.13 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY 542.04 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 4,930.00 FEET, A CENTRAL ANGLE OF 06°17'58", AND A CHORD BEARING AND DISTANCE OF SOUTH 21°27'44" EAST 541.76 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE WESTERLY 141.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,054.00 FEET, A CENTRAL ANGLE OF 03°56'45", AND A CHORD BEARING AND DISTANCE OF SOUTH 73°38'14" WEST 141.42 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHERLY 537.14 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5,070.00 FEET, A CENTRAL ANGLE OF 06°04'13", AND A CHORD BEARING AND DISTANCE OF NORTH 21°20'51" WEST 536.89 FEET TO THE POINT OF INTERSECTION WITH A SOUTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY OF AFORESAID WIREGRASS RANCH BOULEVARD; THENCE NORTH 18°18'45" WEST, ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 473.13 FEET; THENCE NORTH 71°41'15" EAST, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.257 ACRES.

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE EAST RIGHT-OF-WAY OF WIREGRASS RANCH BOULEVARD, BEING SOUTH 18°18'45" EAST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN US FEET.

WIREGRASS RANCH BOULEVARD

PHASE 4

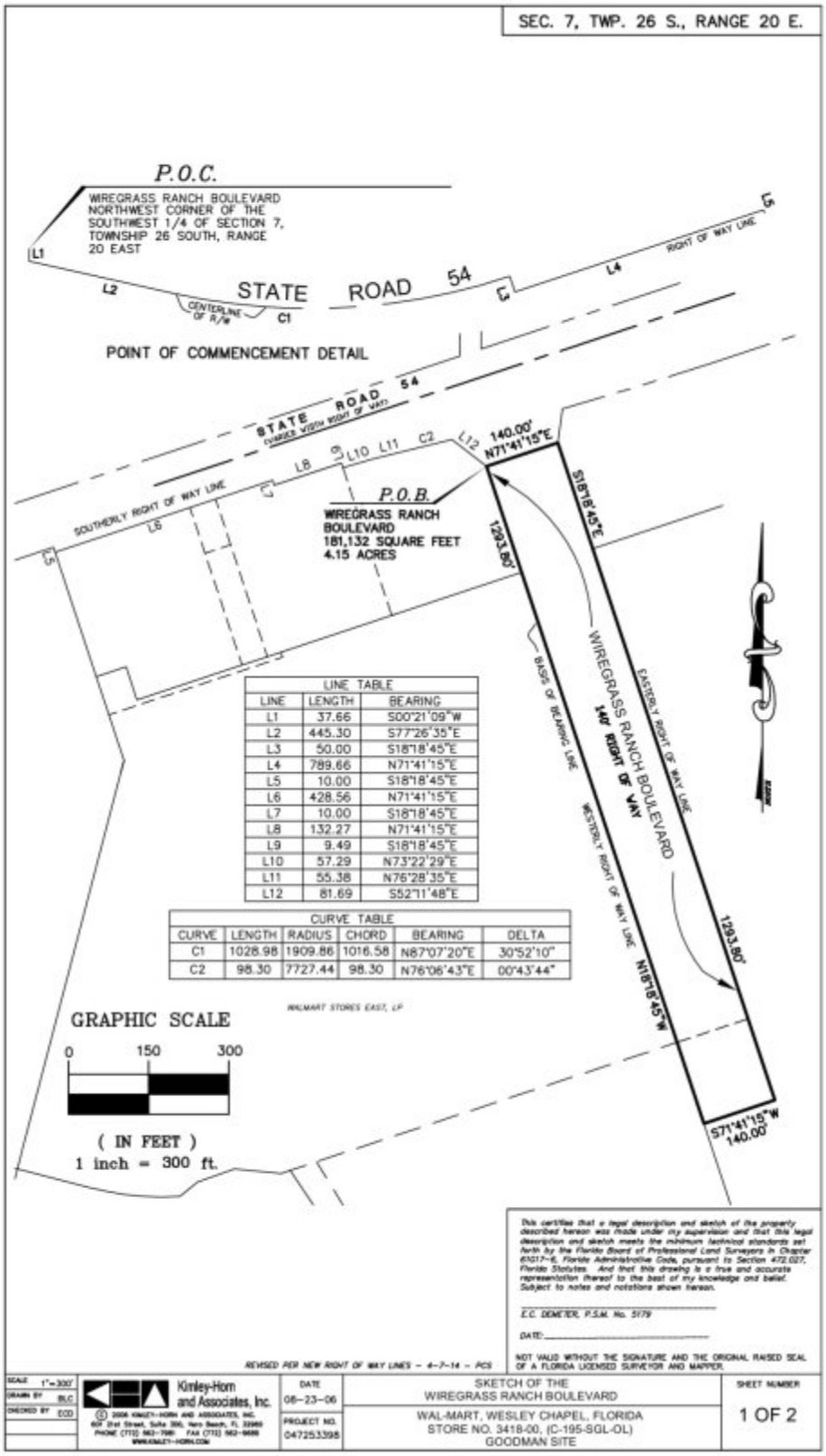
King ENGINEERING ASSOCIATES, INC.
4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
LB2610

Q:\SURVEY-4467\01-01-1\Production\Drawings\Wiregrass Ranch Blvd Ph 4 SB.dwg, August 3, 2017 1:28 PM, King Engineering Associate Inc.

Sheet 1 of 2

EXHIBIT "D" TO DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION OF PHASE 5 OF WRB NORTH



LINE TABLE		
LINE	LENGTH	BEARING
L1	37.66	S00°21'09"W
L2	445.30	S77°26'35"E
L3	50.00	S18°18'45"E
L4	789.66	N71°41'15"E
L5	10.00	S18°18'45"E
L6	428.56	N71°41'15"E
L7	10.00	S18°18'45"E
L8	132.27	N71°41'15"E
L9	9.49	S18°18'45"E
L10	57.29	N73°22'29"E
L11	55.38	N76°28'35"E
L12	81.69	S52°11'48"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
C1	1028.98	1909.86	1016.58	N87°07'20"E	30°52'10"
C2	98.30	7727.44	98.30	N76°06'43"E	00°43'44"

LEGAL DESCRIPTION:
WIREGRASS RANCH BOULEVARD

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09"W, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S77°26'35"E, A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N87°07'20"E, 1016.58 FEET; THENCE LEAVING SAID LINE, S18°18'45"E, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES AND DISTANCES: (1) THENCE N71°41'15"E, A DISTANCE OF 789.66 FEET; (2) THENCE S18°18'45"E, A DISTANCE OF 10.00 FEET; (3) THENCE N71°41'15"E, A DISTANCE OF 428.56 FEET; (4) THENCE S18°18'45"E, A DISTANCE OF 10.00 FEET; (5) THENCE N71°41'15"E, A DISTANCE OF 132.27 FEET A POINT; (6) THENCE S18°18'45"E, A DISTANCE OF 9.49 FEET TO A POINT; (7) THENCE N73°22'29"E, A DISTANCE OF 57.29 FEET TO A POINT; (8) THENCE N76°28'35"E, A DISTANCE OF 55.38 FEET TO A POINT OF CURVATURE; (9) THENCE 98.30 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 7727.44 FEET, DELTA 00°43'44", CHORD AND BEARING N76°06'43"E, 98.30 FEET; (10) THENCE S52°11'48"E, A DISTANCE OF 81.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N71°41'15"E, A DISTANCE OF 140.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S18°18'45"E, A DISTANCE OF 1293.80 FEET; THENCE S71°41'15"W, A DISTANCE OF 140.00 FEET; THENCE N18°18'45"W, A DISTANCE OF 1293.80 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 181,132 SQUARE FEET OR 4.15 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

LEGEND

——— — — ———	RIGHT OF WAY LINE
———————	PROPERTY LINE
— — — — —	EASEMENT LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
SEC.	SECTION
TWP	TOWNSHIP
RNG	RANGE
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER

SURVEYORS NOTES

1) THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY, NOT A BOUNDARY RETRACEMENT SURVEY.

2) REFER TO THE ALTA/ACSM LAND TITLE SURVEY PERFORMED BY KIMLEY-HORN AND ASSOCIATES, INC. SHEETS 1 AND 2 OF 5, DATED AUGUST 25, 2004 PROJECT NUMBER 04705398.

3) THE BEARING BASE FOR THIS SURVEY IS THE WESTERLY RIGHT OF WAY LINE OF FUTURE PORTER BOULEVARD (A 140' WIDE RIGHT OF WAY) AS RECORDED IN OFFICIAL RECORDS BOOK 5688, PAGE 1435 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. SAID LINE BEARS SOUTH 18°18'45" EAST.

4) THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.

SCALE N/A DRAWN BY BLC CHECKED BY ECD	Kimley-Horn and Associates, Inc. © 2006 KIMLEY-HORN AND ASSOCIATES, INC. 601 21st Street, Suite 300, Vero Beach, FL 32960 PHONE (772) 562-7981 FAX (772) 562-9689 WWW.KIMLEY-HORN.COM	DATE 08-23-06 PROJECT NO. 047253398	LEGAL DESCRIPTION OF THE WIREGRASS RANCH BOULEVARD WAL-MART, WESLEY CHAPEL, FLORIDA STORE NO. 3418-00, (C-195-SGL-OL) GOODMAN SITE	SHEET NUMBER 2 OF 2

Drawing name: K:\WB_Survey\WESLEY CHAPEL\CH20\SURVEY\P08133 BLVD 4-7-14.dwg 5-1-100 Apr 07, 2014 8:40pm by: Paul Sullivan

82495

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE26-030 was published in said newspaper by print in the issues of 03/25/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **03/25/2026**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

NOTICE OF PUBLIC HEARINGS ON DEVELOPMENT AGREEMENTS FOR PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission sitting as the Local Planning Agency will hold a public hearing on Thursday, April 9, 2026, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m. and that the Pasco County Board of County Commissioners will hold a public hearing on Tuesday, April 21, 2026 at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.

The proposed development agreement between Pasco County, and MB 56 LLC c/o Stiles Corporation, sets for the terms and conditions of development approval with respect to the Local Government Development Agreement for PDE26-011O and will be considered at the stated time or as soon thereafter as possible.

The property subject to this development agreement is located on the southwest corner of State Road 56 and Morris Bridge Road and contains the following parcel: 30-26-21-0000-00200-0030.

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission sitting as the Local Planning Agency will hold a public hearing on Thursday, April 9, 2026, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 pm, and that the Pasco County Board of County Commissioners will hold a public hearing on Tuesday, May 5, 2026, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 pm.

The proposed amended and restated development agreement between Pasco County, and Locust Branch LLC, sets for the terms and conditions of development approval with respect to the Local Government Development Agreement for PDE26-0479 and will be considered at the stated time or as soon thereafter as possible.

The property subject to this development agreement is located on the east side of Bruce B. Downs Boulevard (SR 581) extending from the intersection of SR 581 and SR 56, north to the intersection of SR 581 and SR 54 and on the south side of SR 56, and contains the following parcel: 20-26-20-0000-49900-0010.

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in these hearings virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (727) 847-2411 ext. 4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PD26-030

3/25/2025

82495-1

PLANNING COMMISSION
AGENDA MEMORANDUM

COMMISSION DISTRICT: 1, 2 **FILE NO.:** PDE26-0110 **DATE:** 4/9/2026

SUBJECT: Development Agreement (DA) (Consent) – Morris Bridge Road and State Road 56, MB 56 LLC - To Design, Permit, and Construct a Portion of Morris Bridge Road for Cash Reimbursement located in South Central Pasco County South of the Intersection of Morris Bridge Road and State Road 56

REFERENCES: All Planning Commission (PC) and Board of County Commissioners (BCC) Public Hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): PC at DC 4/9/2026; BCC at NPR 4/21/2026

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED COMMITTEE ACTION:
Find the proposed Development Agreement consistent with the Comprehensive Plan and recommend approval/denial to the Board of County Commissioners (BCC).

BACKGROUND:

PROJECT OVERVIEW

Land Development Code (LDC) Section 402.2, Zoning Amendment – Master Planned Unit Development (MPUD); Section 522 – MPUD Zoning District.

Pursuant to Condition of Approval 16 of the River Landing MPUD, the applicant has elected to undergo a development agreement between the developer and the County to provide improvements on Morris Bridge Road. Pursuant to the proposed development agreement, the applicant will be responsible for designing, constructing, and permitting the following improvements as set forth in Exhibit “B” for Morris Bridge Road:

Widening Morris Bridge Road to four (4) lanes from just north of the intersection of Morris Bridge Road and Colston Avenue, with stormwater/retention required by the widening onto the River Landings MPUD (west side of Morris Bridge Road).

The applicant will also be constructing a roundabout at the intersection of Morris Bridge Road and the project access for parcel ID: 30 26 21 0000 00200 0030. The roundabout will be four (4)-lanes with a right-in/right-out lane for the parcel access point near the roundabout. The applicant will also be constructing an eastbound right-turn lane and a westbound left-turn lane at the intersection of Morris Bridge Road and State Road 56. The Applicant will be constructing a ten (10) foot multi-use path on the west side of Morris Bridge Road, continuing from where it currently terminates outside of the River Landings Townhome development, and constructing a ten (10) foot multi-use path on the east side of Morris Bridge Road. The multi-use path will extend north on both sides of Morris Bridge to the intersection of Morris Bridge Road and SR 56 where current pedestrian facilities exist in the SR 56 ROW.

Any site-related improvement associated with the River Landings MPUD will not be eligible for reimbursement and will be deducted from the costs of the overall improvements through a verified engineered cost estimate with PDE and the County Engineer. Exhibit B attached illustrates the total improvements to be constructed pursuant to this Development Agreement (DA), while Exhibit C shows the specific site related improvements, which are not eligible for reimbursement.

This agenda memo was prepared by: Robert Irving AICP, CNU-A, Planner II

PREVIOUS ZONING ACTION(S) AND BACKGROUND DETAILS

On May 25, 2019, the Board of County Commissioners approved the River Landing MPUD (RZ-7370) Master Planned Unit Development for a maximum development of 1,999 single-family detached/attached/multi-family units, 250,000 square feet of commercial/retail, and 150,000 square feet of office on approximately 801 acres located on the north and south side of State Road 56 spanning from .38 miles east of the intersection of Two Rivers Road and State Road 56 to the intersection of Morris Bridge Road and State Road 56.

FISCAL IMPACT/COST/REVENUE STATEMENT:
Funding is required pursuant to the Development Agreement in the form of cash reimbursement for eligible improvements. The County does not presently expect the cash reimbursement to exceed $4,870,760.16. PDE has confirmed that the project is budgeted within the CIP for FY 2027 and will not be appropriating any budget with the BOCC's approval of the DA.

REQUEST:

ATTACHMENT(S):
1. PDE26-0110: Morris Bridge Road Development Agreement
2. PDE26-0110: Cost Estimate
3. PDE26-0110: Reimbursable Cost Estimate
4. PDE26-0110: Proof of Publication
5. PDE26-0110 Affidavit of Public Notice

DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND MB 56, LLC FOR ROAD IMPROVEMENTS TO MORRIS BRIDGE ROAD

THIS DEVELOPMENT AGREEMENT (this "DEVELOPMENT AGREEMENT or "DA") is made and entered into by and between PASCO County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "County", and MB 56, LLC, a Florida limited liability company hereinafter called "Developer".

W I T N E S S E T H:

WHEREAS, the County is authorized by the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (F.S.), to enter into a development agreement with any person having a legal or equitable interest in real property located within its jurisdiction; and

WHEREAS, on May 7, 2019, the County's Board of County Commissioners (the "BCC") adopted Resolution No. 19-52RZ (File No. RZ-7370), approving the River Landing Master Planned Unit Development with conditions (the "MPUD"); and

WHEREAS, Developer is the holder of legal title to that certain parcel of real property in Pasco County, Florida legally described on Exhibit "A" attached hereto and incorporated herein by reference, and lying within the MPUD, hereinafter called the "Project"; and

WHEREAS, in connection with Developer's development of the Project, County requested that Developer, for cash reimbursements, design, permit and construct improvements to Morris Bridge Road as depicted graphically on Exhibit "B" attached hereto and incorporated herein by reference ("Morris Bridge Road Improvements"); and

WHEREAS, the parties desire to enter into this Development Agreement for the Morris Bridge Road Improvements; and

WHEREAS, the County confirms that the County already owns all of the right-of-way required for the Morris Bridge Road Improvements, including right-of-way for any drainage/retention, floodplain compensation and wetland mitigation with the exception of right-of-way to be obtained by the county from the State of Florida Department of Transportation (FDOT) pursuant to Section 5.b hereof, and right-of-way from the River Landing MPUD pursuant to Section 3.e. hereof. The County shall be responsible for obtaining, pursuant to Section 5.b,

all right-of-way needed for the Morris Bridge Road Improvements with the exception of right-of-way from the River Landing MPUD which shall be a Developer obligation pursuant to Section 3.e. hereof; and

WHEREAS, Developer is willing to undertake the Morris Bridge Road Improvements on the condition that it is awarded the Cash Reimbursements pursuant to the terms and conditions hereof. No Cash Reimbursements shall be awarded to Developer for costs of Developer's site access improvements as graphically depicted on Exhibit "C" attached hereto and incorporated by reference (collectively, the "Site Related Improvements"); and

WHEREAS, the Board of County Commissioners, after public notice and hearing in accordance with applicable law, has approved this Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the County and Developer hereby agree as follows:

1. WHEREAS CLAUSES

   The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this DA.

2. PURPOSE

   It is the purpose and intent of this DA to further set forth terms and conditions for Developer to design, permit and construct the Morris Bridge Road Improvements if it is awarded the Cash Reimbursements pursuant to the terms and conditions hereof, and to set forth the parties' respective obligations regarding same. All terms and conditions of this DA shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

3. GENERAL REQUIREMENTS

   a. Legal Description: The land subject to this DA is identified in Exhibit "A". As of the date hereof, Developer is the holder of legal title to the real property described on Exhibit "A" and its mailing address is c/o Stiles Corporation, 201 E. Las Olas Blvd., Suite 1200, Fort Lauderdale, Florida 33301. Pursuant to Section 163.3239, F.S., the burdens of this DA shall be binding upon and the benefits of the DA shall inure to Developer and its designated successors and assigns.

b. Duration and Effective Date: This DA shall be for the duration of ten (10) years from the effective date of this DA, unless terminated earlier pursuant to the provisions herein or by mutual agreement. The effective date of this DA shall be the date this DA is recorded in the Public Records of Pasco County. The Developer shall cause this DA to be recorded upon the latter of its approval by the BCC and its full execution by the parties hereto, but in any event in a timely manner as required by Section 163.3239, Florida Statutes.

c. Development Uses of Land: The Project is currently zoned MPUD Master Planned Unit Development District pursuant to the MPUD.

d. Public Facilities: Adequate transportation facilities are available for the Project through existing facilities and other transportation facilities being provided by Developer, third parties or the County, as required by the MPUD. Adequate potable water and wastewater services for the Project are or will be available through Pasco County Utilities ("PCU"). Adequate disposal services for the Project are available through existing licensed collectors and the County's Solid Waste Disposal and Resource Recovery System subject to applicable provisions of the Pasco County Code of Ordinances and the Pasco County Comprehensive Plan (the "Comprehensive Plan").

e. Reservations or Dedications for Public Purpose: All reservations and dedications for public purposes (right[s]-of-way) shall be provided in accordance with the County's Land Development Code (the "LDC"). Notwithstanding the River Landing MPUD Conditions of Approval, Developer shall convey to the County, at no cost to the County, within ninety (90) days of the Effective Date of this DA, right-of-way along the project's Morris Bridge Road frontage to comprise a total of 132 feet of from the existing eastern right-of-way line. This requirement shall supersede any requirement in the River Landing MPUD.

f. Local Development Permits Needed: Prior to the construction of the Morris Bridge Road Improvements, Developer shall obtain any necessary development approvals in accordance with the LDC. This provision does not exempt Developer from obtaining all other permits required by agencies with jurisdiction over the Project.

g. Findings: The County has found that the Project, as permitted and proposed, is consistent with the portions of the Comprehensive Plan applicable to the Project development approvals obtained as of the date of this DA, subject to the conditions of the MPUD and this DA.

h. Requirements Necessary for the Public Health, Safety, and Welfare: The conditions, terms, restrictions, and other requirements determined to be necessary by the County for the public health, safety, or welfare of its citizens have been identified and included within the MPUD and/or this DA. Except as set forth herein, Developer shall be subject to the applicable MPUD conditions of approval and the other applicable provisions of the LDC, Code of Ordinances, and Comprehensive Plan necessary for the public health, safety, and welfare.

i. Compliance with Legal Requirements and Permitting: The failure of this DA to address a particular permit, condition, term, or restriction shall not relieve Developer of the necessity of complying with the laws governing the said permitting requirement, condition, term, or restriction.

j. Zoning and Comprehensive Plan Issues: The current Comprehensive Plan Future Land Use Map classification for the Project is Planned Development (PD). The Project is consistent with the applicable provisions of the Goals, Objectives, and Policies of the Comprehensive Plan. The zoning classification for the Project is MPUD Master Planned Unit Development.

4. <u>FINANCE AND CONSTRUCTION OF MORRIS BRIDGE ROAD IMPROVEMENTS</u>

(1) Developer shall, subject to the County's payment to Developer of the Cash Reimbursements pursuant to the terms hereof, design, permit and construct the Morris Bridge Road Improvements. The Morris Bridge Road Improvements shall include all applicable and necessary shoulders, striping, and connections to the existing, County-provided stormwater-drainage facilities/site(s), all as determined by the County and permitting agencies to be necessary during the design and permitting of the Morris Bridge Road Improvements (collectively, the "Roadway Appurtenances"), together with any additional design, permitting and construction items further detailed in Section 7.c. hereof. The County agrees and acknowledges that because the County has requested that Developer undertake the Morris Bridge Road

Improvements, no permits, plats, building permits or certificates of occupancy within the Project shall be delayed or withheld as a result of Developer undertaking the Morris Bridge Road Improvements pursuant to the terms hereof, provided that Developer is in compliance with the terms of this DA and that this provision shall survive the expiration or termination of this DA, as may be amended from time to time.

(2) Construction of the Morris Bridge Road Improvements shall be completed by April 30, 2028. For the purposes of this DA, completion of construction of the Morris Bridge Road Improvements shall be defined as when the Morris Bridge Road Improvements is open to the traveling public, and any required Defect Guarantee has been delivered to the County.

(3) Developer shall receive reimbursements in the form of cash payment for the actual, reasonable, eligible amounts spent by Developer for the Morris Bridge Road Improvements, less the cost of the Site Related Improvements, and subject to the limitations set forth in this DA. Cash Reimbursement-eligible expenditures must be segregated from the Site Related Improvements expenditures within the invoicing/schedule of values provided the improvements are designed and/or constructed simultaneously. The maximum Cash Reimbursement for construction costs for the Morris Bridge Road Improvements shall not exceed $4,870,760.16.

5. <u>DESIGN, PERMITTING, RIGHT-OF-WAY ACQUISITION</u>

a. Design and Permitting Requirements: Subject to the Cash Reimbursements, Developer shall design and permit the Morris Bridge Road Improvements in accordance with the terms of this DA. All design, permitting, and construction for the Morris Bridge Road Improvements shall be in accordance with the standards promulgated by the County. The final alignment and design of the Morris Bridge Road Improvements shall be determined through the construction plans to be approved by the County hereunder and the same shall automatically supersede the depiction of the Morris Bridge Road Improvements set forth on Exhibit “B” without any further approvals of the Pasco County Board of County Commissioners. Plan/profile sheets and cross section drawings shall indicate the location(s) of drainage inlets and roadway facilities. Except as otherwise

provided in this DA, any Morris Bridge Road Improvements-related wetland and floodplain impacts and compensation shall be included in the design and indicated on the plans.

b. Right-of-Way: County confirms that it owns all of the right-of-way needed for the Morris Bridge Road Improvements, except for right-of-way to be obtained from FDOT as further described below, and right-of-way from the River Landing MPUD pursuant to Section 3.e. hereof. The term right-of-way as used herein shall be defined to mean all of the property needed for the construction of the Morris Bridge Road Improvements, including but not limited to, property for drainage/retention, floodplain compensation and wetland mitigation. Developer shall be responsible for obtaining FDOT approval of a drainage plan to accommodate the discharge flow rate for the SR 56 cross-drain ("SR 56 Cross-Drain") immediately west of the Morris Bridge Road intersection. County will be responsible to obtain the needed right-of-way from FDOT for the Morris Bridge Road Improvements, at no cost to Developer, within ninety (90) days of FDOT approval of the SR 56 Cross-Drain drainage plan.

c. Roadway Drainage Facilities: the drainage/retention for the Morris Bridge Road Improvements and the SR 56 Cross-drain shall not be commingled with Project drainage/retention.

d. Wetland Mitigation and Floodplain Compensation: County confirms that no wetland mitigation is required for the Morris Bridge Road Improvements. Developer confirms that no floodplain compensation is needed for the Morris Bridge Road Improvements. County Review and Approval of Design: Developer shall obtain approval of the design and right-of-way plans for the Morris Bridge Road Improvements from County prior to commencement of construction. Any reviews and approvals by the County shall be completed by the County within the applicable timeline required by the County's Standard Review Timeframes pursuant to the County's Development Manual if applicable to the Planning, Development, and Economic Growth Department or, if applicable, to the Transportation Engineering Department, within such department's standard review timelines. All plans for the Morris Bridge Road Improvements, once accepted and approved for construction by the County, shall become the property of the County.

e. Permitting Requirements: Developer and/or its contractor shall obtain any and all required permits

for the work it is to perform from the County, and any and all applicable local and State regulatory agencies, including the Southwest Florida Water Management District.

f. County Cooperation: The County shall, upon Developer's request, cooperate with Developer in processing permit applications, and Developer agrees to use its best efforts to expeditiously secure all permits that are necessary for the design and construction of the Morris Bridge Road Improvements.

g. County Review: Developer agrees and recognizes that the County shall not be held liable or responsible for any claims which may result from any actions or omissions of Developer or engineers/contractors selected by Developer, in which the County participated, either through review or concurrence of their actions. In reviewing, approving, and/or rejecting any submissions or acts of Developer or engineers/contractors selected by Developer, the County in no way assumes or shares any of the responsibility or liability of Developer or its consultants, contractors, or registered professionals (architects and/or engineers) under this DA. All work covered under this DA shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The County will review the submittals, although detailed checking will not necessarily be done. Developer or engineers/contractors selected by Developer remain solely responsible for the work and are not relieved of responsibility by review comments.

h. Utilities Relocation: Developer shall coordinate the relocation of any utilities infrastructure in conflict with the Morris Bridge Road Improvements, including County utilities. Relocation of any utilities infrastructure which is in conflict with the Morris Bridge Road Improvements, including County utilities, shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, F.S. County shall be ultimately responsible for ensuring that any County utilities are relocated in a timely manner at the sole cost of the County Utilities Department. The County agrees, upon request of Developer, to cooperate with Developer in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections

337.403-337.404, F.S., in a timely manner. In no event shall Developer be responsible for these costs.

6. BIDDING AND CONSTRUCTION

a. Competitive Selection of Contractors: With respect to Construction of the Morris Bridge Road Improvements, Developer shall comply with the County's Developer Pipeline and Payment Process document in effect as of the Effective Date of this DA ("Developer Pipeline Project Provisions"); provided, however, Developer may satisfy the bidding procedures in the County's Developer Pipeline Project Provisions document by providing such documentation reasonably acceptable to the County demonstrating that, unless otherwise approved by the County Administrator or designee, Developer publicly advertised for bids and secured bids from at least three (3) qualified bidders, and awarded a contract for the Morris Bridge Road Improvements with costs consistent with other comparable projects located within Pasco County, as reasonably determined by the County. To that end, the Developer shall retain full control of any and all bids and determinations regarding bidder qualification and determination of the qualified lowest bidder. The Developer may elect in its reasonable discretion to award the bids of the Morris Bridge Road Improvements to a qualified bidder that is not the lowest overall bidder; provided however, any Cash Reimbursements for construction of the Morris Bridge Road Improvements that are the subject to such bid may be limited to quantities and amounts awarded in comparable projects located in Pasco County, Florida, as reasonably determined by the County.

b. Construction: Subject to the payment of the Cash Reimbursements in accordance herewith, Developer shall proceed and complete the construction of the Morris Bridge Road Improvements in accordance with the final alignment, design, specification, and construction plans as approved by the County, and other applicable Federal, State, and regional regulatory agencies.

c. Tender of Improvement Area: Upon the issuance of the Notice to Proceed by the Developer to its contractor the area covered by Notice to Proceed shall be deemed to be tendered to the

Developer's contractor and such entity shall be in the custody and control of the project areas. The Developer's contractor shall be responsible for providing a safe work zone for the public.

d. County Observation: The County's personnel and authorized representatives reserve the right to inspect, observe, and materials test any and all work associated with the Morris Bridge Road Improvements and shall at all times have access to the work being performed pursuant to this DA for the County's observation. However, should the County observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the County shall notify Developer and its representative in writing, and Developer shall correct the deficiencies, as necessary. Nothing herein shall require the County to observe or inspect the work on the Morris Bridge Road Improvements. Developer shall be solely responsible for ensuring that the Morris Bridge Road Improvements are constructed in accordance with the plans, specifications, and required standards of the County. Observations by the County that do not discover that construction is not in accordance with the approved plans, specifications, and required standards shall not be deemed a waiver of Developer's requirements herein.

e. Construction Requirements: During the construction phases of the Morris Bridge Road Improvements, Developer shall:

(1) Provide its own on-site inspection and observation by a professional engineer registered in the State of Florida for the purpose of observing and inspecting all construction to ensure it is built according to the plans and specifications (CEI). Such professional engineer shall be approved by the County.

(2) Obtain all necessary Right-of-Way Use Permits from the County. Right-of-Way Plans may be submitted by Developer to County at any time and shall be reviewed and if all requirements are met, approved notwithstanding the timing of Developer's Preliminary Development Plan submittal/review/approval.

(3) Be responsible for supervising and inspecting the construction of the Morris Bridge Road Improvements and shall be responsible for ensuring the accuracy of all reference points, grade

lines, right- of-way lines, and field measurements associated with such construction.

(4) Be responsible for full and complete performance of all construction activities required pursuant to this DA. Developer's contractor shall be responsible for the care and protection of any materials provided or work performed for the Morris Bridge Road Improvements until the improvements are completed and accepted by the County, which acceptance shall not be unreasonably withheld.

(5) Require testing by an independent laboratory, acceptable to the County in accordance with Pasco County Transportation Engineering Department's testing specifications for construction of roads, stormwater drainage connections, and utilities as applicable. Any failed tests shall be reported to the County Engineer or designee immediately, and all test reports shall be provided on a quarterly basis to the County Engineer or designee.

(6) Provide a certification from a professional engineer registered in the State of Florida which shall certify that all designs, permits, and construction activities for the Morris Bridge Road Improvements are in substantial conformance with the standards established by the County. Said certification shall conform to the standards in the industry and be in a form acceptable to the County.

(7) Provide to the County copies of all design drawings, as-built drawings, permits and post-construction permit close-outs/satisfactions received for the Morris Bridge Road Improvements, as applicable, and such information shall become the property of the County upon submission. All plans submitted to the County shall include electronic files compatible with AutoCADD.

7. MOBILITY FEES AND CASH REIMBURSEMENTS

a. The Project shall be assessed Mobility Fees in accordance with the County's adopted regulations ("Mobility Fee(s)").

b. The County shall reimburse Developer in cash through the payment by the County to Developer of the Interim Reimbursements and Final Reimbursement (both as hereinafter defined) for Developer's Reimbursable Expenditures (as hereinafter defined) incurred for the design, permitting and construction

of the Morris Bridge Road Improvements, subject to the limitations set forth in this DA and less the cost of the Site Related Improvements (collectively, the "Cash Reimbursements").

c. The Cash Reimbursements for the Morris Bridge Road Improvements shall be limited to the actual, reasonable amounts spent for the Morris Bridge Road Improvements and include the following: actual, reasonable, and eligible amounts spent by Developer for design, permitting and construction costs including, without limitation, the cost of mass grading, any subsurface/soil stabilization work, bonding and insurance costs, testing and CEI expenses and services (shall be submitted on an hourly rate basis) (all such costs and expenses, the "Reimbursable Expenditures"). The Reimbursable Expenditures shall also include a project management fee of three percent (3%) of the total Reimbursable Expenditures for the Morris Bridge Road Improvements which shall be payable at the time of each of the Cash Reimbursements. Expenditures eligible for the Cash Reimbursements must be segregated from the Site Related Improvements costs within the invoicing/schedule of values provided the improvements are designed and/or constructed simultaneously. Unless otherwise approved by the County Administrator or designee, Reimbursable Expenditures shall not exceed the following:

(1) Bonding – 1.5% of total construction contract price
(2) Insurance - 1% of total construction contract price
(3) Testing - 3% of total construction contract price
(4) CEI – 12 % of total construction contract price
(5) Design & Permitting - 12% of total construction contract price

d. All Cash Reimbursements required to be made by the County to the Developer shall be paid by the County not later than forty-five (45) calendar days after the applicable reimbursement submittal package is provided to the County, in accordance with the requirements of this DA. Such reimbursement requests and payments shall be made on an interim basis (but no more frequently than monthly) for each interim contractor draw period ("Interim Reimbursements"), and then for the final closeout of the Morris Bridge Road Improvements covered by the contract ("Final Reimbursement"), pursuant to the following procedures and requirements. Any disputed amounts not approved prior to the end of the forty-five (45) day period will be carried over to the next submittal, unless a final written denial of the

disputed amount is issued. Should any amount be finally denied for reimbursement, Developer may appeal such decision in a manner consistent with the County's regulations. All such requests and invoices shall be submitted to the County within ninety (90) days of final acceptance by the County of the Morris Bridge Road Improvements, or for amounts under dispute, no later than ninety (90) days after the conclusion of the dispute, unless extended by the County Administrator or designee.

e. A complete reimbursement submittal package shall include two (2) hard copies and an electronic file for the following (as to both Interim Reimbursements and Final Reimbursement, as applicable):

(1) Copies of all vendor contracts for which reimbursement is being requested, i.e., Design & Permitting, CEI, Construction Contractor, etc. The contract copies shall be submitted with the first Interim Reimbursement request that includes each vendor, and copies of any change order contracts shall be submitted when they are included in subsequent reimbursement requests.

(2) A signed Cover Sheet (Invoice) denoting the reimbursement amount being requested and pertinent remittance information.

(3) A Summary Sheet reflecting the invoice numbers, invoice dates, invoice amounts, check numbers, cancelled check amounts, check dates, eligible amount, ineligible amount (if any) and amount requested. The Summary Sheet shall be segregated by vendor, and include subtotals for each vendor, along with grand total amounts, ensuring that the grand total requested equals the amount requested on the cover sheet.

(4) Copies of the invoices and proof of payment (cancelled checks) for invoices reflected on the Summary Sheet. An affidavit from the vendor affirming payment in full of the invoices and amounts included on the Summary Sheet can be provided in lieu of cancelled checks.

In addition, for the Final Reimbursement submittal, two (2) hard copies and one electronic file for the following also shall be submitted:

(i) Evidence that the Southwest Florida Water Management District (SWFWMD) Operation and Maintenance (O&M) permit has been transferred to the County and the SWFWMD Project Area consists exclusively of County-owned right-of-way and County-owned ponds that are not co-mingled with flows from non-County owned property.

(ii) Evidence that all permit conditions from all applicable permitting regulatory agencies for the project have been satisfied.

(iii) An Engineer's Certificate of Completion from the Engineer Of Record, as-built / record drawings, test reports, Warranty/Maintenance Guarantee(s) required for the project, License & Maintenance Agreements (if necessary), and other documentation as required by this DA.

The County reserves the right to withhold payment of the Final Reimbursement request (which includes the contractor's previous contract retainage amounts) until the items listed herein are provided and accepted by the County.

f. The County agrees to timely place or list the Morris Bridge Road Improvements in the CIP, CIE, Transportation Element or LRTP to the extent necessary to allow for the Cash Reimbursements provided for herein.

8. PERFORMANCE, PAYMENT AND DEFECT GUARANTEES

a. Performance and Payment Guarantees: Prior to commencing construction of the Morris Bridge Road Improvements, Developer shall post in favor of the County and provide the County, for its approval, performance and payment guarantee(s) acceptable to the County to guarantee payment of the developer's obligations as required by law and to guarantee developer's performance of its contractual obligations. The performance and payment guarantee(s) shall be with a bank, surety, or other financial institution acceptable to the County, which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide. The performance and payment guarantee(s) shall be in the amount of

125% of the Construction Contract amount. Within sixty (60) days of final acceptance of the Morris Bridge Road Improvements by the County and if the performance guarantee does not cover the defect guarantee, the County Administrator or designee shall issue a memorandum to release the performance guarantee and accept the defect guarantee required below.

b. Defect Guarantees: Upon completion of the Morris Bridge Road Improvements and final acceptance by the County, Developer shall guarantee to the County that all equipment furnished and work performed is free of defects in workmanship or materials for a period of three (3) years for improvements in the County's right-of-way after final acceptance, and, that if any part of the construction should fail within this period, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the County. The performance guarantee for the Morris Bridge Road Improvements may cover this guarantee, if it remains in place for a period of three (3) years for improvements in the County's right-of-way in an amount equal to fifteen percent (15%) of the applicable construction contract amount or Developer may post a separate defect guarantee acceptable to the County. Developer is required to advise the County of the warranty option it has selected prior to the parties' final acceptance of the Morris Bridge Road Improvements. Developer shall be responsible for requesting, in writing, a final inspection from the County's Engineering Inspections Division not before ninety (90) days prior to the termination of the three (3) year defect guarantee period. Upon receipt of the request for final inspection, the Engineering Inspections Division shall notify Developer within ten (10) days of such request, providing a list of defects in workmanship or materials to be remedied by Developer before the expiration of the three (3) year defect guarantee period. Within sixty (60) days of the remedy of any defects in materials or workmanship, or in the case of no defects, but in any case no sooner than the expiration of the three (3) year defect guarantee period, the County Administrator or designee shall issue a memorandum to release the defect guarantee. Developer agrees that Developer shall provide any defect guarantee required by the County for the Morris Bridge Road Improvements.

9. <u>INDEMNIFICATION AND INSURANCE</u>

a. Indemnification: Developer shall indemnify and hold harmless the County and its employees and

agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the Morris Bridge Road Improvements, provided that any such liability, claim, suit, demand, damage, loss or any expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Morris Bridge Road Improvements itself), including the loss of use resulting therefrom; and (b) is caused in whole or in part by an act or omission of Developer or anyone directly or indirectly employed by Developer, or anyone for whose acts any of them may be liable.

Developer shall indemnify and hold harmless the County and anyone directly or indirectly employed by the County from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others in connection with the performance of the Morris Bridge Road Improvements, and shall defend all such claims in connection with any alleged infringement of such rights.

b. Insurance - Developer's contractor(s):

Prior to the execution of the construction agreement for the Morris Bridge Road Improvements between Developer and its contractor, the contractor shall provide Developer a certificate of insurance and a true and exact copy of all insurance policies, including additional insured endorsements. Said insurance coverage, and contracts for insurance other than Worker's Compensation and Employer's Liability Policy, shall name the following as additional insureds:

<u>Developer</u>
MB 56, LLC
c/o Stiles Corporation
201 E. Las Olas Blvd., Suite 1200, Fort Lauderdale, FL 33301

With a copy to:

Barbara L. Wilhite
Barbara L. Wilhite, PA
6327 Grand Boulevard
New Port Richey, Florida 34652

County
Pasco County, Florida

Pasco County Government Center
Attn: County Administrator
8731 Citizens Drive, Suite 310
New Port Richey, FL 34654
Fax: (727) 847-8084

General Conditions For All Required Policies:

All insurance shall be provided by responsible companies authorized to transact business in the State of Florida which have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide.

Developer's contractor(s) will provide evidence of insurance coverage as follows:

To Developer:

One (1) true and exact copies of all required insurance policies, including additional insured endorsements, and

One (1) original, executed Certificate of Insurance on the form provided by the County.

To the County:

One (1) true and exact copies of all required insurance policies, including additional insured endorsements, and

Four (4) original, executed Certificate of Insurance on the accord form provided by the County

The Certificate should set forth the original signatures of the authorized representative of the insurance company(ies) identified. The Certificate should also reference the Agreement between Developer and its contractor for the Morris Bridge Road Improvements.

All policies shall require the insurer to deliver to Developer and the County thirty (30) days written notice prior to any cancellation, intent not to renew or reduction in coverage and ten (10) days written notice of any nonpayment of premium. Such notice shall be delivered by U.S. Mail to the above addresses.

The insurance required herein shall be primary to any insurance or self-insurance program of Developer or the County which is applicable to the work provided.

The County shall have the right to review and approve the provided insurance coverage prior to the execution of the construction agreement or issuance of the Notice to Proceed, whichever is earlier.

Insurance Certificates and Policies provided by Developer's contractor will provide evidence of insurance coverage in amounts as follows:

The insurance carrier is required to waive its rights of subrogation against Developer and the County as well as their agents and employees.

Employer's Liability: $1,000,000 per accident
Commercial General Liability: $2,000,000 general aggregate Product & Complete Operations: $2,000,000 general aggregate Bodily Injury (including death): $1,000,000 per person
$2,000,000 per occurrence
Personal Injury & Advertising Injury: $500,000 per occurrence Property Damage: $1,000,000 per occurrence
Fire Damage: $500,000 per any (1) fire Hired & Non-Owned Autos or Automobile - Owned Bodily /Personal Injury Property Damage: $1,000,000 combined single limit
Excess/Umbrella Liability: $3,000,000 per occurrence
$3,000,000 general aggregate

c. Insurance - Developer's Engineer

Prior to the execution of the agreement for the Morris Bridge Road Improvements between Developer and its engineer, the engineer shall provide Developer and County evidence of insurance coverage as follows: Professional Errors and $1,000,000 per occurrence

Omissions Liability:

Occurrence from professional liability insurance is preferred, however, in the event the engineer is only able to secure claims made professional liability insurance, the engineer shall be obligated in the agreement between Developer and the engineer to maintain insurance in effect with no less limits of liability nor any more restrictive terms and/or conditions for a period of five (5) years from the date of said agreement.

10. GENERAL PROVISIONS

a. Independent Capacity: Developer and any consultants, contractors, or agents are and shall be, in the performance of all work, services, and activities under this DA, independent contractors and not employees, agents, or servants of the County or joint ventures with the County. Developer does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this DA. The County shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to Developer in connection with the Morris Bridge Road Improvements or for debts or claims accruing to such parties against Developer. There is no contractual relationship expressed or implied between the County and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to Developer as a result of the Morris Bridge Road Improvements.

b. Termination: The County may terminate this DA upon Developer's failure to comply with the terms and conditions of this DA. The County shall provide Developer with a written Notice of Termination, stating the County’s intent to terminate and describing those terms and conditions with which Developer has failed to comply. If Developer has not remedied the failure or initiated good faith efforts to remedy the failure within ninety (90) days after receiving the Notice of Termination, or thereafter is not proceeding with due diligence to remedy the failure, the County may terminate this DA immediately without further notice, and Developer

shall not thereafter be entitled to any reimbursement, or compensation as provided herein. This paragraph is not intended to replace any other legal or equitable remedies available to County under Florida law, but it is in addition thereto. This DA shall automatically terminate upon the full and timely payment to the Developer of all Cash Reimbursements pursuant to this DA, and thereafter, the County agrees to promptly process a formal termination of this DA and to cause the same to be recorded in the Public Records of Pasco County, Florida. The parties may agree to mutually terminate this Agreement and Developer shall be eligible for Cash Reimbursements for all Reimbursable Expenditures incurred for the Morris Bridge Road Improvements until the date of termination.

c. Contracts: All construction contracts entered into by Developer for the Morris Bridge Road Improvements shall be made in accordance with all applicable laws, rules, and regulations; shall be specified by written contract or agreement; and shall be subject to each paragraph set forth in this DA. Developer shall monitor all contracts on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to the County and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Developer shall cause the applicable portions of this DA to be included and made a part of any contract for the Morris Bridge Road Improvements.

d. Law Compliance: Developer and the County will comply with all applicable Federal, State, and local laws, rules, regulations, and guidelines related to performance under this DA. In particular, Developer verifies and affirms that it is in compliance with the 8 USC, Section 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by Developer or by any contractor or vendor of Developer during the term of the DA a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this DA by the County.

e. Certification: Developer shall provide certification to the County, under the seal and signature of a registered, professional engineer that the Morris Bridge Road Improvements has been constructed in accordance with the standards promulgated by the County, the contract documents, and this DA.

f. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this

DA, including notice of termination, such notice shall be given by certified mail, return- receipt requested. The said notice shall be deemed given when it is deposited in the U.S. Mail with sufficient postage prepaid (notwithstanding that the return-receipt is not subsequently received). Notices shall be addressed as follows: MB 56, LLC c/o Stiles Corporation, 201 E. Las Olas Blvd., Suite 1200, Fort Lauderdale, Florida 33301, with a copy to Barbara L. Wilhite, Esq., 6327 Grand Boulevard, New Port Richey, FL 34652, and Pasco County with a copy to Pasco County, c/o Assistant County Administrator (Development Services), West Pasco Government Center, 8731 Citizens Drive, Suite 320, New Port Richey, FL 34654, with a copy to David A. Goldstein, Chief Assistant County Attorney, West Pasco Government Center, 8731 Citizens Drive, Suite 340, New Port Richey, FL 34654. These addresses may be changed by giving notice as provided for in this paragraph.

g. Entire Agreement: This DA embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein, and this DA supersedes all prior and contemporaneous agreements, understandings, representations, communications, and statements, either oral or written; provided, however, that, except as specifically set forth in this DA, nothing shall relieve Developer of any development approval requirements or conditions previously imposed or authorized to be imposed under the LDC or the Comprehensive Plan for future permits required by Developer. All exhibits attached hereto are incorporated herein by reference.

h. Modification and Amendment: Neither this DA, nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except as authorized by law pursuant to an instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought and then only to the extent set forth in such instrument.

i. Waiver: The failure of any party to this DA to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this DA shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct.

j. Contract Execution: This DA may be executed in several counterparts, each constituting a duplicate original, but all such counterparts shall constitute one (1) and the same agreement.

k. Gender: Whenever the contract hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa.

l. Headings: All article and descriptive headings of paragraphs in this DA are inserted for convenience only and shall not affect the construction or interpretation hereof.

m. Severability: Each provision of this DA and the related MPUD conditions of approval are material to the Board of County Commissioners approval of this DA. Accordingly, the provisions are not severable. In the event any section, sentence, clause, or provision of this DA or the related MPUD conditions of approval are declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of this DA and the related MPUD conditions of approval shall be suspended until such time the Board of County Commissioners modifies the DA or the related MPUD conditions of approval to address the illegal or invalid provision; provided however, such determination shall not affect the validity of entitlements that have received preliminary plan, preliminary site plan, plat, construction plan, Building Permit, or CO approval as of the date the determination is made. Developer-requested amendments to this DA and the related MPUD conditions of approval shall not be considered challenges to this DA or the related MPUD conditions of approval and decisions by the Board of County Commissioners regarding any Developer-requested amendments, or the like, shall not have the effect of suspending this DA or the related MPUD conditions of approval under any circumstances. Notwithstanding the foregoing, if a third party challenges any section, subsection, sentence, clause, or provision of the DA or the related MPUD conditions of approval and the challenged portion of the DA or the related MPUD conditions of approval are subsequently declared illegal or invalid, this DA or the related MPUD conditions of approval shall not be suspended, and shall remain in full force and effect except for that portion declared illegal or invalid. If any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid as the result of a third party challenge, Developer shall cooperate with the County to amend this DA or the MPUD conditions of approval to address the portion which has been declared invalid or illegal.

n. Construction: The parties hereby agree that each has played an equal part in the negotiation and

drafting of this DA and, in the event any ambiguity should be realized in the construction or interpretation of this DA, the result of such ambiguity shall be equally assumed and realized by each of the parties to this DA.

o. Cancellation: This DA may be canceled by mutual consent of the parties to the DA.

p. Third Party Beneficiaries: Nothing in this DA shall be construed to benefit any person or entity not a party to this DA.

q. Strict Compliance with Laws: Developer agrees that acts to be performed by it in connection with this DA shall be performed in strict conformity with all applicable Federal, State, and local laws, rules, regulations, standards, and guidelines

r. Nondiscrimination: Developer will not discriminate against any employee employed in the performance of this DA or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. Developer shall insert a similar provision in all contracts for the Morris Bridge Road Improvements.

s. Signatories Authority: By the execution hereof, the parties covenant that the provisions of this DA have been duly approved and signatories hereto are duly authorized to execute this DA.

t. Right-of-Way Use Permit: Developer shall obtain Right-of-Way Use Permit(s) from the County as required by applicable law.

u. Controlling Law: This DA shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this DA shall be in Pasco County, Florida.

v. Successors and Assigns: As of the execution of this Development Agreement, title to the Project is vested in Zephyr Egg Company, a Florida corporation ("Current Owner"). This Development Agreement is not binding on Current Owner, but from and after the date of Developer's acquisition of the Project from the Current Owner, the terms of this DA shall then run with the land and be binding upon Developer and its successors and assigns. Developer and future owners may assign this DA and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this DA, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the

rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant.

w. Force Majeure: In the event Developer's or County's performance of this DA is prevented or interrupted by consequent act of God, or of the public enemy, or national emergency, or a governmental restriction upon the use or availability of labor or materials, or civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty, disaster, or catastrophe, or judgment, or a restraining order or injunction of any court, Developer or County shall not be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts Developer's or County's performance of this DA as reasonably determined by the other party. This paragraph shall not apply to force majeure events caused by Developer or under Developer's control, or caused by the County or under the County's control, as applicable. In the event that performance by Developer or County of the commitments set forth in this DA shall be interrupted or delayed in connection with acquisition of necessary governmental permits or approvals for the construction of the Morris Bridge Road Improvements and which interruption or delay is caused through no fault of the party with a delayed performance, then the party with a delayed performance shall submit documentation to the other party regarding such event for review and concurrence. If such documentation shows that such event(s) have taken place, then the party with a delayed performance shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, provided, however, in no event shall any such extension exceed three (3) months. Any requested extensions beyond such three (3) month period may only be accomplished by an amendment to this DA.

x. Notwithstanding any other provision of this DA, the County acknowledges and agrees that while Developer shall be primarily responsible for its obligations hereunder, such obligations may be satisfied, in whole or in part, by the performance of the Affiliates (as hereinafter defined) of Developer, its designated successors and assigns or their Affiliates, or any CDD (individually, a "Designated Entity" or collectively,

the “Designated Entities”). For purposes of this DA, “Affiliates” shall mean any individuals or entities that directly or indirectly, through one or more intermediaries, controls, are controlled by or are under common control with Developer, its principals or the designated successors or assigns of Developer. The County shall recognize Designated Entities’ payment or performance of any obligations required in this DA or any agreement related to this DA, as payment or performance by Developer. Notwithstanding any other provision of this DA, to the extent the design, permitting and construction of Morris Bridge Road Improvements are undertaken or paid for by a Designated Entity other than the Developer (such as a CDD), such Designated Entity shall be entitled to the Cash Reimbursements.

y. Public Records. Developer, its agents, and all contractors performing work under this DA, as applicable, shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, each such party shall (a) keep and maintain those public records required by the County hereunder to perform the services under this DA; (b) upon request from the County’s custodian of public records provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the applicable party does not transfer the records to the County; and (d) upon completion of the Agreement, transfer, at no cost to the County, all public records in possession of such party. Upon transfer, the party shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. All documentation produced as part of this DA will become the property of the County. This paragraph shall survive the expiration or termination of this DA.

IF ANY APPLICABLE PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS DA, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, PLANNING, DEVELOPMENT, AND

ECONOMIC GROWTH DEPARTMENT, AT TELEPHONE NUMBER (727)-847-8140, E-MAIL ADDRESS Planning@pascocountyfl.net, WEST PASCO GOVERNMENT CENTER, 8731 CITIZENS DRIVE, SUITE 200, NEW PORT RICHEY, FLORIDA 34654. Under Florida law, a company who fails to provide the public records to the County within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this DA. Such records shall be and remain available at the applicable party's place of business at all reasonable times during the term of this DA and for five (5) years after Agreement termination.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this DA on the dates set forth below.

THE COUNTY:

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

_____
NIKKI ALVAREZ-SOWLES, ESQ., CLERK
AND COMPTROLLER

DATE: _____

_____
Jack Mariano, CHAIRMAN

DATE:_____

DEVELOPER:

MB 56, LLC,
a Florida limited liability company
By: S-MB, LLC,
a Florida limited liability company its, manager

By: _____
Name: _____
Title: _____
Date: _____

State of Florida)
)
County of Broward)

On _____ before me, _____, a Notary Public, by means of ☐ physical presence or ☐ online notarization, personally appeared _____, ☐ personally known to me, or ☐ who proved to me on the basis of satisfactory evidence [Type of Identification Produced -_____] to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

EXHIBIT “A”

See attached legal description

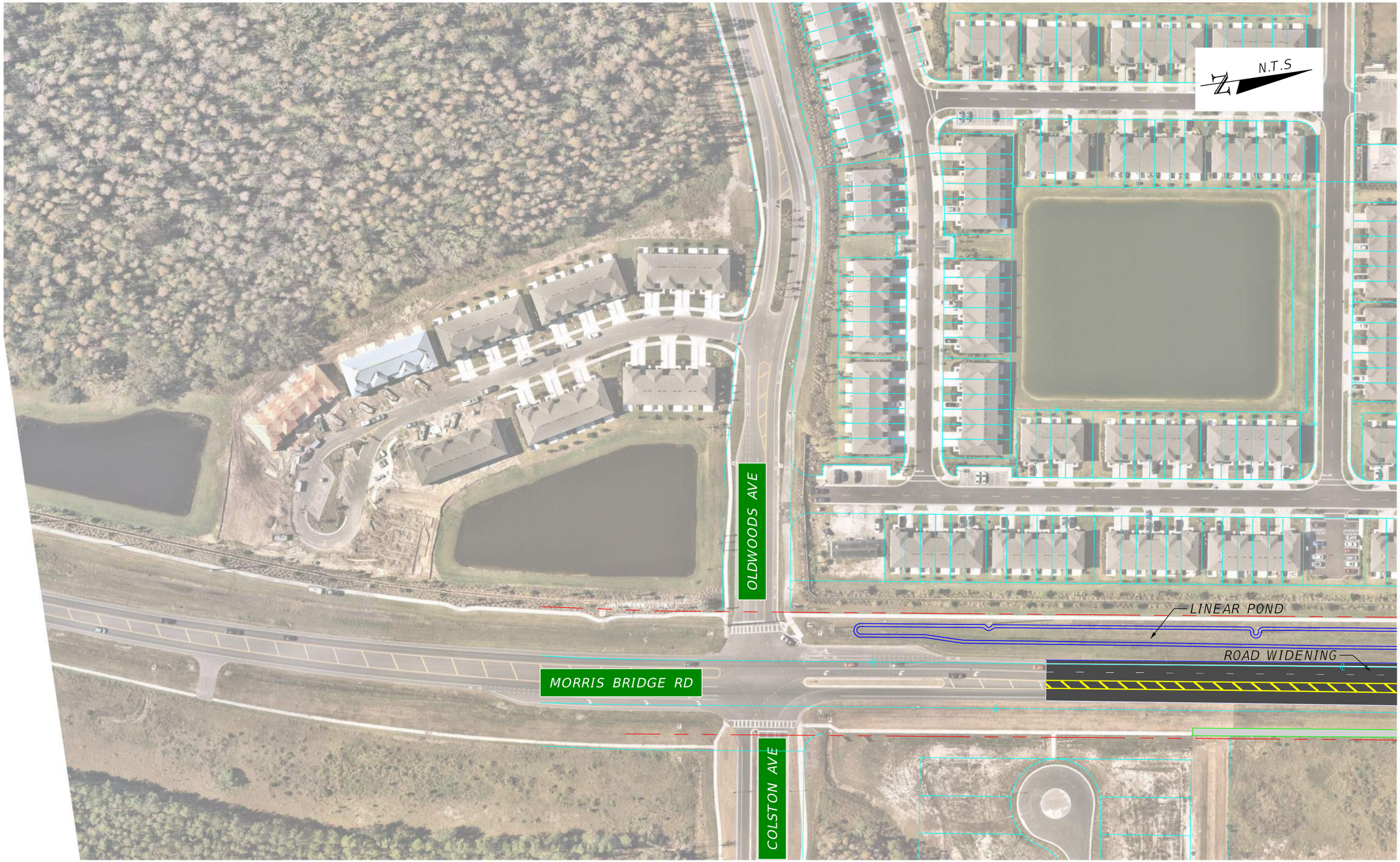
Exhibit A

The following real property located in Pasco County, Florida:

COM AT NW COR OF NW1/4 OF SEC 30 TH S00DEG16'35"W 2650.86 FT TO SOUTH BDY OF NW1/4 OF SEC TH N89DEG57'59"E 799.77 FT FOR POB TH N08DEG49'43"E 1026.60 FT TH SLY R/W OF STATE RD 56 TH CURVE RIGHT RAD 4458.66 FT CHD BRG S79DEG40'04"E 69.98 FT TH S79DEG13'05"E 899.87 FT TO WLY R/W OF MORRIS BRIDGE RD TH S08DEG36'21"W 257.50 FT TH S 09DEG01'16"W 522.55 FT TO PT ON WLY R/W OF MORRIS BRIDGE RD TH S89DEG33'23"W 6.91 FT TH S08DEG49'12"W 104.41 FT TH S09DEG05'28"W 98.31 FT TH N89DEG33'23"E 36.86 FT TH S09DEG`14'06"W 39.87 FT TH DEPARTING WLY R/W N81DEG10'08"W 225.95 FT TH N85DEG27'23"W 219.84 FT TH S72DEG40'21"W 120.18 FT TH S71DEG30'54"W 54.46 FT TH S76DEG44'36"W 51.05 FT TH S81DEG05'32"W 54.01 FT TH N86DEG30'17"W 34.95 FT TH S73DEG55'30"W 51.63 FT TH N86DEG32'43"W 32.76 FT TH N58DEG07'50"W 52.32 FT TH N69DEG14'25"W 51.99 FT TH S71DEG06'20"W 34.53 FT TH N52DEG09'28"W 9.71 FT TH N85DEG34'49"W 29.21 FT TH N51DEG31'46"W 18.16 FT TH N08DEG49'43"E 155.19 FT TO POB

EXHIBIT “B”

See attached depiction of the Morris Bridge Road Improvements



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
ANDREW GREGG, P.E.
LICENSE NUMBER: 72443
KIMLEY-HORN AND ASSOCIATES, INC.
201 N FRANKLIN STREET, SUITE 1400
TAMPA, FL 33602

PASCO COUNTY

MORRIS BRDIGE ROAD RECONSTRUCTION & SR 56 WIDENING

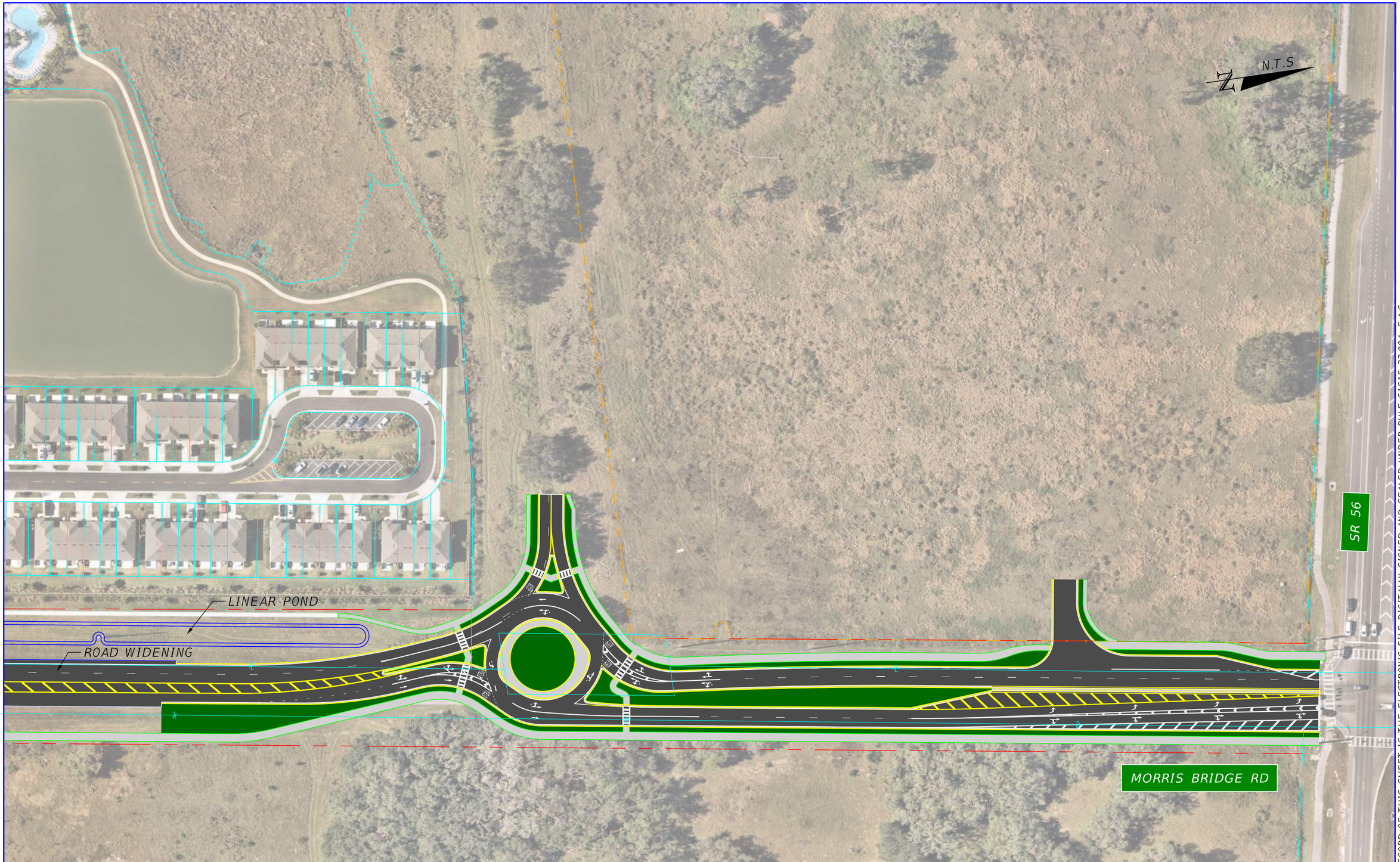
EXHIBIT B
MORRIS BRIDGE ROAD IMPROVEMENTS

SHEET NO.

EX-B

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

c:\pw\kh1\d0730135\EXHIBIT02.dgn : EXHIBIT B
Juan.Monsalve 2/24/2026 4:46:11 PM



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
ANDREW GREGG, P.E.
LICENSE NUMBER: 72443
KIMLEY-HORN AND ASSOCIATES, INC.
201 N FRANKLIN STREET, SUITE 1400
TAMPA, FL 33602

PASCO COUNTY

MORRIS BRDIGE ROAD RECONSTRUCTION & SR 56 WIDENING

EXHIBIT B
MORRIS BRIDGE ROAD IMPROVEMENTS

SHEET NO.

EX-B

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT "C"

See Attached Depiction of Site Related Improvements

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn

SR 56
&
MORRIS BRIDGE ROAD

EXHIBIT C
SITE RELATED IMPROVEMENTS

SHEET NO.
EXHIBIT C

c:\pw\kh1\d0730135\EXHIBIT02.dgn : UNNAMED PLAN-2 - EXHIBIT C
Andy.Gregg 2/17/2026 6:18:51 PM

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn

SR 56
&
MORRIS BRIDGE ROAD

EXHIBIT C
SITE RELATED IMPROVEMENTS

SHEET NO.
EXHIBIT C-1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

c:\pw\kh1\d0730135\EXHIBIT02.dgn : UNNAMED PLAN-2 - EXHIBIT C-2 [SHEET]
Andy.Gregg 2/17/2026 11:06:56

OPINION OF PROBABLE COST
Morris Bridge Road Roundabout Project (Non-Reimbursable)
As of February 2026

ITEM NUMBER	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL COST
	ROADWAY/DRAINAGE PAY ITEMS				
0104 10 3	SEDIMENT BARRIER	LF	800	$ 4.00	$ 3,200.00
0107 1	LITTER REMOVAL	AC	11	$ 40.00	$ 440.00
0107 2	MOWING	AC	4	$ 60.00	$ 240.00
0110 1 1	CLEARING & GRUBBING	AC	0.89	$ 50,000.00	$ 44,500.00
0120 1	REGULAR EXCAVATION	CY	600	$ 10.00	$ 6,000.00
0120 6	EMBANKMENT	CY	200	$ 10.00	$ 2,000.00
0160 4	TYPE B STABILIZATION	SY	3730	$ 10.00	$ 37,300.00
0285709	OPTIONAL BASE, BASE GROUP 09	SY	3730	$ 30.00	$ 111,900.00
0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	0	$ 5.00	$ -
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	614	$ 150.00	$ 92,055.00
0337 7 25	ASPHALT CONCRETE FRICTION COURSE, INC BIT, FC-5, PG 76-22	TN	124	$ 250.00	$ 30,975.00
0337 7 83	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5, PG 76-22	TN	352	$ 180.00	$ 63,333.00
0350 30 13	CONCRETE PAVEMENT FOR ROUNDABOUT APRON, 12" DEPTH	SY	0	$ 220.00	$ -
0425 1351	INLETS, CURB, TYPE P-5, <10'	EA	0	$ 12,000.00	$ -
0425 1361	INLETS, CURB, TYPE P-6, <10'	EA	0	$ 12,000.00	$ -
0425 2 61	MANHOLES, P-8, <10'	EA	1	$ 10,000.00	$ 10,000.00
0425 1541	INLETS, DT BOT, TYPE D, <10'	EA	3	$ 10,000.00	$ 30,000.00
0430984129	MITERED END SECTION, OPTIONAL ROUND, 24" SD	EA	0	$ 4,000.00	$ -
0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	LF	300	$ 140.00	$ 42,000.00
0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	LF	0	$ 150.00	$ -
0520 1 7	CONCRETE CURB & GUTTER, TYPE E	LF	0	$ 50.00	$ -
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	200	$ 60.00	$ 12,000.00
0520 1 12	CONCRETE CURB & GUTTER, TYPE F WITH SPECIAL GUTTER PROFILE	LF	0	$ 65.00	$ -
0520 2 4	CONCRETE CURB, TYPE D	LF	120	$ 60.00	$ 7,200.00
0520 2 8	CONCRETE CURB, TYPE RA	LF	0	$ 60.00	$ -
0520 5 11	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE	LF	0	$ 150.00	$ -
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	367	$ 80.00	$ 29,360.00
0527 2	DETECTABLE WARNINGS	SF	60	$ 50.00	$ 3,000.00
0570 1 2	PERFORMANCE TURF, SOD	SY	700	$ 5.00	$ 3,500.00
		ROADWAY/DRAINAGE TOTAL			**$ 529,003.00**
	SIGNING AND PAVEMENT MARKINGS PAY ITEMS				**$4,000**
	LIGHTING PAY ITEMS				**$0**
		SUB-TOTAL			**$ 533,003.00**
0101 1	MOBILIZATION	LS	10%	-	$ 53,300.30
0102 1	MAINTENANCE OF TRAFFIC	LS	10%	-	$ 53,300.30
	CONTINGENCY	LS	20%	-	$ 106,600.60
		GRAND TOTAL			**$ 746,204.20**

Unit prices per FDOT Item Average Unit for 2025-2026 using Area 7 (Pasco County).

Kimley-Horn and Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions. Any and all professional opinions as to costs reflected herein, including but not limited to professional opinions as to the costs of construction materials, are made on the basis of professional experience and available data. Kimley-Horn and Associates, Inc. cannot and does not guarantee or warrant that proposals, bids, or actual costs will not vary from the professional opinions of costs shown herein.

OPINION OF PROBABLE COST
Morris Bridge Road Roundabout
Project (Total)
As of February 2026

Kimley»Horn

ITEM NUMBER	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL COST
	ROADWAY/DRAINAGE PAY ITEMS				
0104 10 3	SEDIMENT BARRIER	LF	2900	$ 4.00	$ 11,600.00
0107 1	LITTER REMOVAL	AC	52.4	$ 40.00	$ 2,096.00
0107 2	MOWING	AC	20	$ 60.00	$ 1,200.00
0110 1 1	CLEARING & GRUBBING	AC	6.3	$ 50,000.00	$ 315,000.00
0120 1	REGULAR EXCAVATION	CY	3500	$ 10.00	$ 35,000.00
0120 6	EMBANKMENT	CY	1000	$ 10.00	$ 10,000.00
0160 4	TYPE B STABILIZATION	SY	13520	$ 10.00	$ 135,200.00
0285709	OPTIONAL BASE, BASE GROUP 09	SY	13520	$ 30.00	$ 405,600.00
0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	264.44444	$ 5.00	$ 1,322.22
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	2233.95	$ 150.00	$ 335,092.50
0337 7 25	ASPHALT CONCRETE FRICTION COURSE, INC BIT, FC-5, PG 76-22	TN	123.9	$ 250.00	$ 30,975.00
0337 7 83	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5, PG 76-22	TN	2218.8	$ 180.00	$ 399,384.00
0350 30 13	CONCRETE PAVEMENT FOR ROUNDABOUT APRON, 12" DEPTH	SY	567	$ 220.00	$ 124,740.00
0425 1351	INLETS, CURB, TYPE P-5, <10'	EA	12	$ 12,000.00	$ 144,000.00
0425 1361	INLETS, CURB, TYPE P-6, <10'	EA	4	$ 12,000.00	$ 48,000.00
0425 2 61	MANHOLES, P-8, <10'	EA	2	$ 10,000.00	$ 20,000.00
0425 1541	INLETS, DT BOT, TYPE D, <10'	EA	5	$ 10,000.00	$ 50,000.00
0430984129	MITERED END SECTION, OPTIONAL ROUND, 24" SD	EA	1	$ 4,000.00	$ 4,000.00
0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	LF	1300	$ 140.00	$ 182,000.00
0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	LF	1300	$ 150.00	$ 195,000.00
0520 1 7	CONCRETE CURB & GUTTER, TYPE E	LF	1425	$ 50.00	$ 71,250.00
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	3220	$ 60.00	$ 193,200.00
0520 1 12	CONCRETE CURB & GUTTER, TYPE F WITH SPECIAL GUTTER PROFILE	LF	60	$ 65.00	$ 3,900.00
0520 2 4	CONCRETE CURB, TYPE D	LF	251	$ 60.00	$ 15,060.00
0520 2 8	CONCRETE CURB, TYPE RA	LF	320	$ 60.00	$ 19,200.00
0520 5 11	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE	LF	385	$ 150.00	$ 57,750.00
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	2446	$ 80.00	$ 195,680.00
0527 2	DETECTABLE WARNINGS	SF	200	$ 50.00	$ 10,000.00
0570 1 2	PERFORMANCE TURF, SOD	SY	6500	$ 5.00	$ 32,500.00
		ROADWAY/DRAINAGE TOTAL			**$ 3,048,749.72**
	SIGNING AND PAVEMENT MARKINGS PAY ITEMS				**$30,000**
	LIGHTING PAY ITEMS				**$80,000**
		SUB-TOTAL			**$ 3,158,749.72**
0101 1	MOBILIZATION	LS	10%	-	$ 315,874.97
0102 1	MAINTENANCE OF TRAFFIC	LS	10%	-	$ 315,874.97
	CONTINGENCY	LS	20%	-	$ 631,749.94
		GRAND TOTAL			**$ 4,422,249.61**

Unit prices per FDOT Item Average Unit for 2024-2025 using Area 10 (Manatee County).

Kimley-Horn and Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions. Any and all professional opinions as to costs reflected herein, including but not limited to professional opinions as to the costs of construction materials, are made on the basis of professional experience and available data. Kimley-Horn and Associates, Inc. cannot and does not guarantee or warrant that proposals, bids, or actual costs will not vary from the professional opinions of costs shown herein.

MORRIS BRIDGE ROAD IMPROVEMENTS		2/28/2026
ENGINEER COST ESTIMATES	**REIMBURSABLE**	
Roadway	$	2,519,746.72
Signing and Pavement Markings	$	26,000.00
Lighting pay items	$	80,000.00
Mobilization (10%)	$	262,574.67
MOT (10%)	$	262,574.67
Contingency (20%)	$	525,149.34
SUBTOTAL (HARD COSTS):	$	3,676,045.40
Project Management Fee (NTE 3%)	$	110,281.36
Bonding and Insurance (NTE 2.5%)	$	91,901.14
Testing (NTE 3%)	$	110,281.36
Design & Permitting (NTE 12%)	$	441,125.45
CEI - Inspections (NTE 12%)	$	441,125.45
SUBTOTAL (NTE COUNTY %)	$	1,194,714.76
TOTAL	**$**	**4,870,760.16**
**Reimbursements will be made on actual costs incurred*		

82495

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE26-030 was published in said newspaper by print in the issues of 03/25/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **03/25/2026**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

NOTICE OF PUBLIC HEARINGS ON DEVELOPMENT AGREEMENTS FOR PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission sitting as the Local Planning Agency will hold a public hearing on Thursday, April 9, 2026, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m. and that the Pasco County Board of County Commissioners will hold a public hearing on Tuesday, April 21, 2026 at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida, at 1:30 p.m.

The proposed development agreement between Pasco County, and MB 56 LLC c/o Stiles Corporation, sets for the terms and conditions of development approval with respect to the Local Government Development Agreement for PDE26-011O and will be considered at the stated time or as soon thereafter as possible.

The property subject to this development agreement is located on the southwest corner of State Road 56 and Morris Bridge Road and contains the following parcel: 30-26-21-0000-00200-0030.

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission sitting as the Local Planning Agency will hold a public hearing on Thursday, April 9, 2026, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 pm, and that the Pasco County Board of County Commissioners will hold a public hearing on Tuesday, May 5, 2026, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 pm.

The proposed amended and restated development agreement between Pasco County, and Locust Branch LLC, sets for the terms and conditions of development approval with respect to the Local Government Development Agreement for PDE26-0479 and will be considered at the stated time or as soon thereafter as possible.

The property subject to this development agreement is located on the east side of Bruce B. Downs Boulevard (SR 581) extending from the intersection of SR 581 and SR 56, north to the intersection of SR 581 and SR 54 and on the south side of SR 56, and contains the following parcel: 20-26-20-0000-49900-0010.

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in these hearings virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (727) 847-2411 ext. 4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PD26-030

3/25/2025

82495-1

AFFIDAVIT ATTESTING TO PUBLIC NOTICING

STATE OF FLORIDA
COUNTY OF PASCO

Barbara L. Wilhite, that I am, we are, the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Numbers (List All): 30-26-21-0000-00200-0030

That this property constitutes the property for which a variance(s) and or development approval is requested according to Project Name and Project Number and Variance(s) is listed below:

Project Name: Morris Bridge Road and State Road 56 Development Agreement

Project Number: PDE26-0110

That attached is the following:

X Certificate of Mailing for which public hearing notices were mailed on 03/26/2026

X Photos showing the placement of the public hearing sign posted on the property on 03/24/2026

Barbara L. Wilhite, Agent of Record

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of March, 2026, by Barbara L. Wilhite.

She is personally known to me or has produced _____ as identification.

My Commission Expires: 8/4/2029

Notary Public
Jocelyn Taylor

JOCELYN TAYLOR
Notary Public
State of Florida
Comm# HH706454
Expires 8/4/2029

BARBARA L. WILHITE, P.A.

ATTORNEY AT LAW

6327 Grand Boulevard
New Port Richey, FL 34652

Barbara L. Wilhite, P.A.
Barbara @wilhitelaw.net

TELEPHONE: (727)-942-0733
FAX: (727) 944-3711

March 26, 2026

RE: Morris Bridge Road and State Road 56 Development Agreement (PDE26-0110)
Parcel I.D. No(s): 30-26-21-0000-00200-0030

Dear Property Owner:

This letter is to notify you that a Morris Bridge Road and State Road 56 Development Agreement (PDE26-0110) has been filed in the name of the property owner, ZEPHYR EGG COMPANY (River Landing MPUD) to request improvements to Morris Bridge Road from north of Oldwoods Avenue to State Road 56.

The MPUD is generally located on Morris Bridge Road and State Road 56 and contains 24.45 acres m.o.l.

The public hearings for the consideration of this application will be held as follows:

Planning Commission PDE26-0110	**04/09/2026**	**Historic Courthouse 37918 Meridian Avenue Dade City, FL 33525**	**1:30 p.m.**
Board of County Commissioners PDE26-0110	**04/21/2026**	**West Pasco Government Center 8731 Citizens Drive New Port Richey, FL 34654**	**1:30 p.m.**

The application and all supporting documentation on file regarding the Rezoning Application can be viewed by contacting, Robert Irving, Planner II, Planning, Development, and Economic Growth Department, 8731 Citizens Drive, Suite 200, New Port Richey, FL 34644; 727-380-2678; Rirving@pascocountyfl.net.

If you are in opposition to the above-stated application, you will need competent, substantial evidence presented to support your opposition. Any person desiring to appeal any decision made by the Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

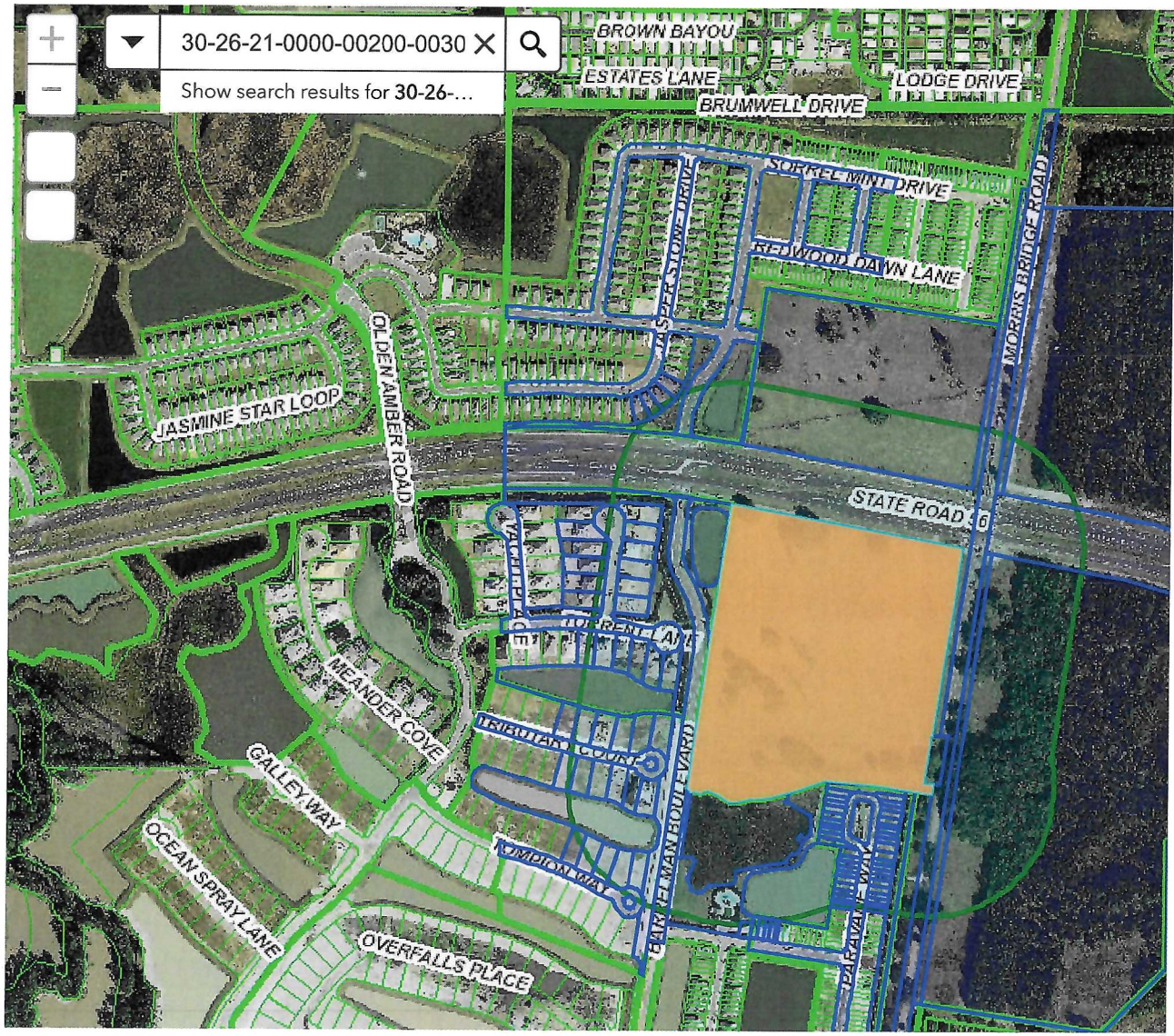
On occasion, applications may be continued. It is your responsibility to contact this office or the above-contact at the County to confirm the above-scheduled public hearing dates.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact either the Pasco County Customer Service Center, 8731 Citizens Drive, New Port Richey, FL 34654, (727) 847-2411 (V) or the Pasco County Risk Management Office, 7536 State Street, New Port Richey, FL 34654, (727) 847-8028 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

Very truly yours,

Barbara L. Wilhite

Mike Wells Pasco County Property Appraiser



Public Notification

Select or search for a feature in the map

30-26-21-0000-00200-0030

Apply a search distance

500 Feet

Addressee Layer

Address

Format

Comma-separated values (CSV)

121 addressees found; do you want to continue?

Review Download

0 300 600ft

28.197 -82.233 Degrees

PDE26-0110

94 Total

Parcel	Name 1	Name 2	Address 1	Address 2	City
30-26-21-0050-00000-5580	ALBARRACIN CATALINA VELEZ & LOZADA JORGE ANDRES FERNANDEZ		2442 PARAVANE WAY		WESLEY CHAPEL, FL 33543
30-26-21-0060-00000-4640	ALEMAN YINET GARCIA & DEL RIO GUERRERO YORIESLY		34135 TOMPION WAY		WESLEY CHAPEL, FL 33543
30-26-21-0030-00000-0140	ALHASSANI AHMED & ARKAWAZI ZAHRAA		2623 ALLUVIAL WAY		WESLEY CHAPEL, FL 33543
30-26-21-0060-00000-4400	ANDERSON LUCAS & SHERI LIVING TRUST	ANDERSON LUCAS DEE & SH	34127 TRIBUTARY CT		WESLEY CHAPEL, FL 33543
30-26-21-0060-00000-4620	ANGLEMYER JIM STANLEY JR & MILA PETROVA		34107 TOMPION WAY		WESLEY CHAPEL, FL 33543
30-26-21-0060-00000-4390	ANGLIN JODY & EDWARDS THOMAS P REV	ANGLIN JODY & EDWARDS TH	29868 PICANA LN		WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5410	ARCHER CRAIG JEFFREY & OREIDA ONEIDA		2528 PARAVANE WAY		WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5460	ATLURI RAVI TEJA & KATRAGADDA SWETHA		2508 PARAVANE WAY		WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5640	BELLINA ANTHONY J & DANIELLE REVOC TI	BELLINA ANTHONY J & DANIE	4425 ALBERO PL		WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5710	BILELLO GINA & LAWRENCE		8 SHARON DR		CORAM, NY 11727
30-26-21-0050-00000-5520	BLUEBAM LLC		238 ELM CT		SCOTCH PLAINS, NJ 07076
30-26-21-0030-00000-0160	BORG-GIURIA JENNIFER & GIURIA JORGE		2651 ALLUVIAL WAY		WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5650	BOSE PRATEEK		2024 ATKINSON DR	BURLINGTON ON L7M 4J1	
30-26-21-0050-00000-5550	BOYNTON SKYLER SUSAN & CREWS REBECCA BLAKE		2454 PARAVANE WAY		WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5590	BUSTAMANTE JAIRO JAVIER & BIGGS AURA M		2438 PARAVANE WAY		WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5120	CABRAL JULIO ALEJANDRO		34221 CARRONADE CT		WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5470	CHINTAREDDY SAI PRASHANTH		2502 PARAVANE WAY		WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5300	CHITTIBOMMA SRINIVAS		11510 NAVEL ORANGE WAY		WESTCHASE, FL 33626
30-26-21-0050-00000-5540	CHRISTIAN STEVE CLARENCE		3438 VALLEY RANCH DR		LUTZ, FL 33548
30-26-21-0050-00000-5560	CHU LU		337 CASSELINA DR		SAN JOSE, CA 95136
30-26-21-0050-00000-5670	CONTRERAS DECIO M & LARA NORKA LEYDA MENDOZA		2398 PARAVANE WAY		WESLEY CHAPEL, FL 33543
30-26-21-0010-00100-0060	COWAN ROMAN ORLANDO		3619 S GARDENIA AVE		TAMPA, FL 33629-8229
30-26-21-0050-00000-5390	DEROGENE GIOBERTI		2419 PARAVANE WAY		WESLEY CHAPEL, FL 33543
30-26-21-0060-00000-4360	DIXIT PRABHAKAR & DUBAI PRITI		34061 TRIBUTARY CT		WESLEY CHAPEL, FL 33543
30-26-21-0000-29900-105A	FL DEPT OF TRANSPORTATION		11201 N MCKINLEY DR		TAMPA, FL 33612-6456
30-26-21-0050-00000-5370	FU YI FAN & CHENG TING FANG		2411 PARAVANE WAY		WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5510	FURTADO-CHRISTIAN MARINA SAROJINI		3438 VALLEY RANCH DR		LUTZ, FL 33548
30-26-21-0050-00000-5360	GIREE BALARAM		85 HARLOW CRESCENT		TORONTO ON, M9V 2Y8
30-26-21-0050-00000-5660	GOLI INVESTMENTS & INFRA SERVICES LLC		2404 PARAVANE WAY		WESLEY CHAPEL, FL 33543
30-26-21-0060-00000-4460	GONUGUNTLA GOPALA RAO & VADLAMUDI ANJANI DEVI		34084 TRIBUTARY CT		WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5480	GREEN LEANNE LESLIE & ANDREW THOMAS		2498 PARAVANE WAY		WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5530	GREENBAM LLC		238 ELM CT		SCOTCH PLAINS, NJ 07076
30-26-21-0030-00000-0240	GURRAM-RAVURI REVOCABLE TRUST	GURRAM VAMSI KRISHNA & R	2606 ALLUVIAL WAY		WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5380	GURSOY HALIL		1715 NATURE VIEW DR		LUTZ, FL 33558-3319
30-26-21-0060-00000-4610	HARRIS VELDON L & TRACEY L		34093 TOMPION WAY		WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5140	HERNANDEZ GIOVANNY A & REYNA CLARA M		34229 CARRONADE CT		WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5420	ISIK BURCU & BORA		2524 PARAVANE WAY		WESLEY CHAPEL, FL 33543
30-26-21-0060-00000-4450	JEHS SHAYNA LEIGH & TRAVIS RAYMOND		34098 TRIBUTARY COURT		WESLEY CHAPEL, FL 33543
30-26-21-0030-00000-0220	JOHN THOMAS ALEX & CHACKO CYNTHIA MARILYN		2634 ALLUVIAL WAY		WESLEY CHAPEL, FL 33543
30-26-21-0010-00100-0080	JUNCAL ANTONIO III & AMBERLY MARIE		34134 JASPER STONE DR		WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5600	KARNE RAM MOHAN RAO & JAKKENA THARANGINI		4805 PORTOLA CT		CARLSBAD, CA 92010
30-26-21-0030-00000-0270	KONKOSKI RYAN R & LISA A		34128 TORRENT LN		WESLEY CHAPEL, FL 33543
30-26-21-0010-00100-0070	KUKLIK ALIAKSANDR & LAANNA		34140 JASPER STONE DR		WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5440	LAALAMI ZAKARIA		18205 WIMBLEDON GREEN PL		TAMPA, FL 33647
30-26-21-0050-00000-5450	LOSCIUTO STEPHANIE & LEO FRANCIS		2512 PARAVANE WAY		WESLEY CHAPEL, FL 33543

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30-26-21-0050-00000-5630	MAIERO CAROLYN		1139 STEPHENSON DR	BURLINGTON ON L7S 2B2
30-26-21-0030-00000-0280	MANTHALA RAMESH DAMODARAN & RAMESH SUJATHA		34114 TORRENT LANE	WESLEY CHAPEL, FL 33543
30-26-21-0030-00000-0300	MARRUFFO GIANCARLO & ROJAS KARLA		34084 TORRENT LANE	WESLEY CHAPEL, FL 33543
30-26-21-0060-00000-4600	MASLIC SLOBODAN & LARISA		34079 TOMPION WAY	WESLEY CHAPEL, FL 33543
30-26-21-0000-00200-0030	MB 56 LLC		201 E LAS OLAS BLVD STE 1200	FT LAUDERDALE, FL 33301
30-26-21-0030-00000-0130	MCNEAL WILLIAM B & AMANDA L		2609 ALLUVIAL WAY	WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5330	MORRIS JAMIE MARIE		2393 PARAVANE WAY	WESLEY CHAPEL, FL 33543
30-26-21-0030-00000-0170	MUHAMMAD ADNAN		2677 ALLUVIAL WAY	WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5690	NICOLI TATIANA Y		33993 CASTAWAY LOOP	WESLEY CHAPEL, FL 33543
30-26-21-0060-00000-4380	NNAJI GEOFFREY & MARY		34093 TRIBUTARY CT	WESLEY CHAPEL, FL 33543
30-26-21-0060-00000-4430	OLIVER PATRICE REVOCABLE TRUST &	OLI OLIVER LORREN & PATRICE T	34126 TRIBUTARY CT	WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5350	OSORIO SOTO PROSPER INVESTMENTS 6 LLC		8122 STONE PATH WAY	TAMPA, FL 33647
30-26-21-0000-49900-0010	PASCO COUNTY	C/O FACILITIES MANAGEMEN	7220 OSTEEN RD	NEW PORT RICHEY, FL 34653-2359
30-26-21-0000-00100-0010	PASCO HILLS LLC		40 RANCH RD	THONOTOSASSA, FL 33592-2301
30-26-21-0030-00000-0200	PATEL MICHAEL & KOMAL		2678 ALLUVIAL WAY	WESLEY CHAPEL, FL 33543
30-26-21-0060-00000-4470	PATEL UDAYAN CHIMANBHAI & DAKSHAMATI UDAYAN		34070 TRIBUTARY COURT	WESLEY CHAPEL, FL 33543
30-26-21-0060-00000-4440	PATRIDGE JEROME P & LISA C		34112 TRIBUTARY CT	WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5610	PENA JESSICA		2424 PARAVANE WAY	WESLEY CHAPEL, FL 33543
30-26-21-0030-00000-0210	PHAM ETHAN & KATHERINE		2652 ALLUVIAL WAY	WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5400	PINNINTI SHILPA REDDY		2423 PARAVANE WAY	WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5320	PISON KRISTINE ABELLAR		2389 PARAVANE WAY	WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5500	POTKANOORI ARVIND KUMAR & KAIRAMKONDA SAI KIRAN		1084 BERING RD	WESLEY CHAPEL, FL 33543-7077
30-26-21-0030-00000-0150	RAO VADEESHA R & SUDHA V		2635 ALLUVIAL WAY	WESLEY CHAPEL, FL 33543
30-26-21-0030-0P300-0000	RIVER LANDING COMMUNITY ASSOCIATION INC		2345 OXBOW BLVD	WESLEY CHAPEL, FL 33543
30-26-21-0030-D6B00-0000	RIVER LANDING COMMUNITY DEVELOPME	C/O JP WARD & ASSOCIATES	2900 NE 12TH TER STE 1	OAKLAND PARK, FL 33334
30-26-21-0060-D1800-0000	RIVER LANDING COMMUNITY DEVELOPME	JP WARD & ASSOCIATES LLC	2301 NE 37TH ST	FORT LAUDERDALE, FL 33308
30-26-21-0030-B9A00-0000	RIVER LANDING TOWNHOMES HOMEOWNERS ASSOCIATION INC		10210 HIGHLAND MANOR DR STE 400A	TAMPA, FL 33610
30-26-21-0050-00000-5700	RIVERA YAHAIRA IVETTE & JOHNSON PAUL		2386 PARAVANE WAY	WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5110	ROMERO EDUARDO & SARA INES		34217 CARRONADE CT	WESLEY CHAPEL, FL 33543
30-26-21-0030-00000-0250	SALAZAR CARLOS ANDRES & SARA PATRICIA		34152 TORRENT LN	WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5490	SANDOVAL ASHLEY ANDREA & ABRAMS JORDAN MARSHALL		2494 PARAVANE WAY	WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5570	SAPKOTA SUSHIL & GIREE NAMITA		4301 CHARLEMAGNE CIR	PITTSBURGH, PA 15237
30-26-21-0030-00000-0290	SARAIYA CHANDRESH S REVOCABLE TRUS	SARAIYA CHANDRESH TRUST	34100 TORRENT LN	WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5620	SB SHIVAMPET HOLDINGS LLC		2420 PARAVANE WAY	WESLEY CHAPEL, FL 33543
30-26-21-0030-00000-0190	SCOTT KRISTAL DESIRE & GEORGE HERRIOTT		2684 ALLUVIAL WAY	WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5130	SEYMOUR LOGAN ANTHONY LAWRENCE		34225 CARRONADE CT	WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5430	SOBESTANOVICH NICHOLAS BUSH & BARRY JENNA		2520 PARAVANE WAY	WESLEY CHAPEL, FL 33543
30-26-21-0010-0B300-0000	SUMMERSTONE COMMUNITY ASSOCIATION INC		5322 PRIMROSE LAKE CIR STE C	TAMPA, FL 33647
30-26-21-0010-0B100-0000	SUMMERSTONE COMMUNITY DEVELOPME	C/O WRATHELL HUNT & ASSC	2300 GLADES RD STE 410W	BOCA RATON, FL 33431
30-26-21-0030-0B100-0000	TAYLOR MORRISON OF FLORIDA INC		3922 COCONUT PALM DR STE 100	TAMPA, FL 33619
30-26-21-0060-00000-4370	THOMAS RAHUL BALAN & XAVIER ELIZABETH		34077 TRIBUTARY CT	WESLEY CHAPEL, FL 33543
30-26-21-0060-00000-4420	THOMPSON MICHAEL W & LIBYA M		34138 TRIBUTARY CT	WESLEY CHAPEL, FL 33543
30-26-21-0030-00000-0230	TONNE JOCELYN SOTO & HARRISON LYLE		2620 ALLUVIAL WAY	WESLEY CHAPEL, FL 33543
30-26-21-0010-00100-0050	VALLURUPALLI TARAKESWAR & NALINI		34154 JASPER STONE DR	WESLEY CHAPEL, FL 33543
30-26-21-0050-00000-5340	VAMIKA LAND TRUST	MARTINEZ LAW TRUSTEE SER	18115 N US HWY 41 STE 600	LUTZ, FL 33549
30-26-21-0050-00000-5310	VARAKANTHAM NEELIMA		2385 PARAVANE WAY	WESLEY CHAPEL, FL 33543

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30-26-21-0030-00000-0260	WEBER ANTHONY DWIGHT & LISA HURT	34140 TORRENT LN	WESLEY CHAPEL, FL 33543
30-26-21-0060-00000-4410	WELLS JASON RICHARD & LENZI DANIELLE	34139 TRIBUTARY CT	WESLEY CHAPEL, FL 33543
30-26-21-0000-00200-0021	ZEPHYR EGG COMPANY	PO BOX 2679	ZEPHYRHILLS, FL 33539-2679

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UNITED STATES POSTAL SERVICE

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U.S. POSTAGE PAID
NEW PORT RICHEY, FL
34653
MAR 26, 26
AMOUNT
$31.50
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NEW PORT RICHEY, FL
MAR 26 2026
USPS-34653

UNITED STATES POSTAL SERVICE

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U.S. POSTAGE PAID
NEW PORT RICHEY, FL
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MAR 26, 26
AMOUNT
$32.20
S2324N504773-55

NEW PORT RICHEY, FL
MAR 26 2026
USPS-34653

UNITED STATES POSTAL SERVICE

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AMOUNT
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NEW PORT RICHEY, FL
MAR 26 2026
USPS-34653

PUBLIC HEARINGS

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

PDE26-0110 Morris Bridge Road and State Road 56

Development Agreement has been filed to construct improvements to Morris Bridge Road from north of Oldwoods Avenue to State Road 56.

DEVELOPMENT AGREEMENT

Local Planning Agency

04/09/26 **1:30 p.m.**

Historic Courthouse, 37918 Meridian Avenue, Dade City

Board of County Commissioners

04/21/26 **1:30 p.m.**

West Pasco Government Center, 8731 Citizens Drive, New Port Richey

PlanPasco@MyPasco.net / 727-847-8140

Hearing/Voice Impaired Call 711

MyPasco.net/MeetingAgendas

PUBLIC
PASCO
DEVELOPMENT AGREEMENT

PLANNING COMMISSION
AGENDA MEMORANDUM

COMMISSION DISTRICT: 2 **FILE NO.:** PDE26-7858 **DATE:** 4/9/2026

SUBJECT: Zoning Amendment (Regular) – SAV Property Holdings, LLC./New Horizons MPUD Master Planned Unit Development – A Rezoning Request From an R-2 Low Density Residential District to an MPUD Master Planned Unit Development to Allow for the Development of 31 Single Family Detached Units and Associated Infrastructure - Central Pasco County - Abutting South of Wells Road, Approximately 675 Feet West of Wells Road & Boyette Road Intersection - Containing Approximately 10.40 Acres.

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED COMMITTEE ACTION:
Recommend approval to the Board of County Commissioners (BCC) of the proposed Zoning Amendment request with conditions.

BACKGROUND:

PROJECT OVERVIEW

Land Development Code (LDC) Section 402.2, Zoning Amendment - MPUD Master Planned Unit Development; Section 522 - MPUD Zoning District

Proposed is a zoning amendment in the name of New Horizons MPUD from an R-2 Low Density Residential District to MPUD Master Planned Unit Development district to allow for the maximum development of 31 single-family detached units on a currently vacant parcel. The MPUD Master Plan proposes a lot size of 6,050 square feet (55’ wide by 110’ deep).

Along the project's northern frontage is an existing 50-foot right-of-way for existing Wells Road. Wells Road is a Vision Collector that is contemplated to have an 80-foot ultimate right-of-way dimension. However, this project proposes to construct Wells Road using the existing 50-foot footprint, to include two travel lanes and a 10-foot multi-use path on the north side from Boyette Road to the project's entrance. The portion of Wells Road to be developed by the New Horizons MPUD is not mobility fee creditable. The County is agreeable to accomplishing the Vision Collector's mobility objectives using the existing 50-foot dimension for this segment of Wells Road.

The pedestrian connections made by this project, in the form of a 10-foot multi-use path on the north side of the Wells Road right-of-way, will connect to the pedestrian facilities in the Boyette Road right-of-way to the east. Currently, on the west side of Boyette Road is a 5-foot sidewalk that allows pedestrians to move north from the south Boyette/Wells Road intersection to the north Boyette/Wells Road intersection. A Capital Improvement Project currently under construction will upgrade this sidewalk to an 8-foot multi-use path to enable additional non-vehicular access to Wesley Chapel District Park further to the north. At the north intersection of Boyette Road and Wells Road, established crosswalks allow pedestrians to cross Boyette Road onto the current eastern Wells Road alignment. The current eastern Wells Road alignment has pedestrian facilities on the north side of the road that allow pedestrians to access Wesley Chapel Elementary School, Wesley Chapel High School, Thomas E. Weightman Middle School, and the Center for the Arts at Wesley Chapel. With the Capital Improvement Project currently under construction, a more robust multi-use path and

pedestrian network will connect the schools, the Center of the Arts and the Wesley Chapel District Park for the area. The proposed project will contribute to the area's pedestrian upgrades by constructing a 10-foot multi-use path on the north side of Wells Road, within the existing County right-of-way, and conveying 10-feet of right-of-way along the project frontage, adjacent to this development for future development of a second 10-foot multi-use path.

The proposed density is consistent with the RES-3 (Residential 3 DU/GA) Future Land Use (FLU) designation and is complimentary of the area's existing residential communities.

The New Horizons MPUD contains one parcel. The permitted uses for the parcel are as follows:

Parcel 1: 31 Single-Family Detached Units

Variation Requests:
LDC Section 901.6.D.11 — *Street Design and Dedication Requirements* - The applicant proposes not to provide a vehicular connection to the south.

LDC Section 901.2 – *Transportation-Corridor Management* – The applicant proposes a variation to the Right of Way Preservation Tables, Corridor Width, for Wells Road from 80 feet to 60 feet.

Staff Variation Request Analysis:
LDC Section 901.6.D.11-*Street Design and Dedication Requirements* - To the south of the subject site there are existing single-family homes that get their access from New Dutch Lane, an unplatted dirt road. A connection to the south is not feasible given the current development pattern of single family detached homes which front New Dutch Lane, meaning any interconnection would be to the rear of the existing homes. Additionally, the existing infrastructure (New Dutch Lane) could not support any additional trips generated by this development, regardless of the de minimis quantity of trips.

LDC Section 901.2 – *Transportation-Corridor Management* - The applicant is to develop 50-foot roadway typical, which comprises of a 10-foot Multi-Use Path, two (2) 5-foot green spaces, two (2) 2-foot curbs, two (2) 2-foot green spaces, and two (2) 11-foot travel lanes using the 50-foot existing right-of-way for Wells Road. Typically, multi-use paths would be on the each side of a collector road, in this case north and south. This will require a 60-foot right-of-way to accomplish the second 10-foot multi-use path. An additional 10-foot multi-use path will require additional ROW dedication by the property owners east of the subject site. Corridor Preservation Table 7-2 originally contemplated a total of 80 feet of right-of-way for this segment of Wells Road; however, the existing residential development on the north side greatly constrains this segment of the Wells Road corridor. A reduction in the overall right-of-way from 80-feet to 60-feet for the purposes of ultimate right-of-way is supported by the County Engineer since the 60-foot typical section provides adequate levels of service and circulation for both vehicles and pedestrians in the corridor.

Given this, PDE is amenable to this request.

This agenda memo was prepared by Kurt Siverson, Planner II.

SITE DETAILS

The project is located within the South Market Area, located south of Wells Road, approximately 675 feet west of Wells Road and Boyette Road intersection (Parcel ID No. 05 26 20 0000 00300 0020).

Commission District:	The Honorable Commissioner Seth Weightman
Project Name:	New Horizons MPUD
Applicants' Name(s):	SAV Property Holdings, LLC.
Current Zoning District:	R-2 Low Density Residential District
Proposed Zoning District:	MPUD Master Planned Unit Development
Future Land Use (FLU) Classification:	RES-3 (Residential-3 du/ga)
Water/Sewage	Pasco/Pasco
Flood Zone:	A, X
Requested Entitlements:	31 Single-Family Detached Units
Roads/Access:	Wells Road (Vision Collector)

MPUD SURROUNDING CONDITIONS ANALYSIS

The New Horizons MPUD proposes a residential community of 31 single-family detached units. The proposal supports the immediate surrounding area, which has a development pattern primarily characterized by single-family detached communities.

The following MPUD zones/projects are within a 1-mile radius of the New Horizons MPUD.

1. **Boyette Oaks MPUD** (North): Originally approved for 79 single-family dwelling units by Rezoning Petition No. 5977.
2. **Boyette Subdivision MPUD** (North): Originally approved for 87 single-family detached units by Resolution 17-84RZ.
3. **Overpass Business Park MPUD** (Northwest): Originally approved for 2,250,000 square feet of Office/Industrial Uses by Resolution 18-50RZ.
4. **Boyette Road (aka Palm Cove) MPUD** (Northeast): Originally approved for 790 units by Rezoning Petition No. 5592.
5. **Lykes Wells Road MPUD** (Northeast): Originally approved for 50,000 square feet of Commercial Uses and 15,000 square feet of Office Uses by Rezoning Petition No. 6931.
6. **Lacey Property MPUD** (East): Originally approved for 214 single-family detached units by Resolution 18-68RZ.
7. **Wells Road MPUD** (East): Originally approved for 179 single-family detached units and 14,066 square feet of non-residential uses by Resolution 18-03RZ.
8. **Chapel Pines MPUD** (Southeast): Originally approved for 690 single-family detached units by Rezoning Petition No. 5657.
9. **Stony Brook MPUD** (Southwest): Originally approved for 90,000 square feet of Commercial Uses and 102,000 square feet of Professional Offices Uses by Rezoning Petition No. 6913.
10. **Pine Ridge (aka 54 Fork) MPUD** (Southeast): Originally approved for 129 “single-family cluster detached units” by Rezoning Petition No. 4914.

SURROUNDING ZONING AND LAND USES

	Zoning District	**Future Land Use (FLU)**	**Existing Use**

North	R-3 Medium Density Residential District	RES-3 (Residential-3 du/ga)	Residential Community.
South	A-R Agricultural-Residential District	RES-3 (Residential-3 du/ga)	Residences.
East	A-R Agricultural-Residential District	RES-3 (Residential-3 du/ga)	Residences, complimentary non-residential users: pre-school, plant nursery.
West	A-R Agricultural-Residential District	RES-3 (Residential-3 du/ga)	Residences.

PREVIOUS ZONING ACTION(S) AND BACKGROUND DETAILS

The subject site's original zoning designation was an A-R Agricultural-Residential District (Parcel ID No. 05 26 20 0000 00300 0020).

In January of 2003, the site was rezoned from A-R Agricultural-Residential to an R-2 Medium Density Residential District with a condition of approval limiting the maximum density of 2 units per acre by RZ-5986 (Parcel ID No. 05 26 20 0000 00300 0020).

FINDINGS OF FACT

1. Proposed is a zoning amendment seeking the maximum development of 31 single-family detached units. Developmental shall substantially conform to Exhibit 1: "Binding Concept Plan."
2. This project is responsible for constructing the portions of Wells Road that fall within the existing 50-foot footprint to include the travel lanes and the 10-foot multi-use path on the north side of Wells Road from Boyette Road to the project's entrance. The additional 10 feet of right of way that would accomplish the full 60-foot right-of-way for the Vision Collector road must come from the southern side of the alignment, which will include the second10-foot multi-use path, on the south side of Wells Road.
3. The New Horizons MPUD is located within the South Market Area and Commission District 2.
4. The subject site is currently undeveloped.
5. The New Horizon MPUD is within a 1-mile walking distance of the Wesley Chapel District Park.
6. The proposed request is consistent with the Pasco County LDC, Chapter 400, Subsection 402.2 Zoning Amendment - MPUD Master Planned Unit Development, and with the applicable provisions of the Pasco County Comprehensive Plan.
7. LDC Section 402.2.C.8 specifies that variations from this Code may be reviewed and approved by the PC and BCC during the public hearing held on any application for an MPUD zoning amendment and the BCC finds, in the particular case, that the proposed variation meets or exceeds the intent of the Code. The Planning, Development, & Economic Growth Department (PDE) has reviewed the requested variation and finds it meets the intent of the LDC as noted.

PRELIMINARY FEASIBILITY ANALYSIS

1. Timing and Phasing (T&P) and/or Substandard Road Analysis (SSRRA): PDE found application SSRRA-2025-00192 complete, citing development of Wells Road to County standard will suffice for the development of the New Horizons MPUD. Additionally, finding the

Timing and Phasing Analysis T&P-2025-00067 exempt. PDE concluded the proposed density in comparison to the currently allowed density will not generate enough PM peak hour traffic to warrant a timing & phasing analysis. However, this segment of Wells Road is substandard and will require the project to improve Wells Road.

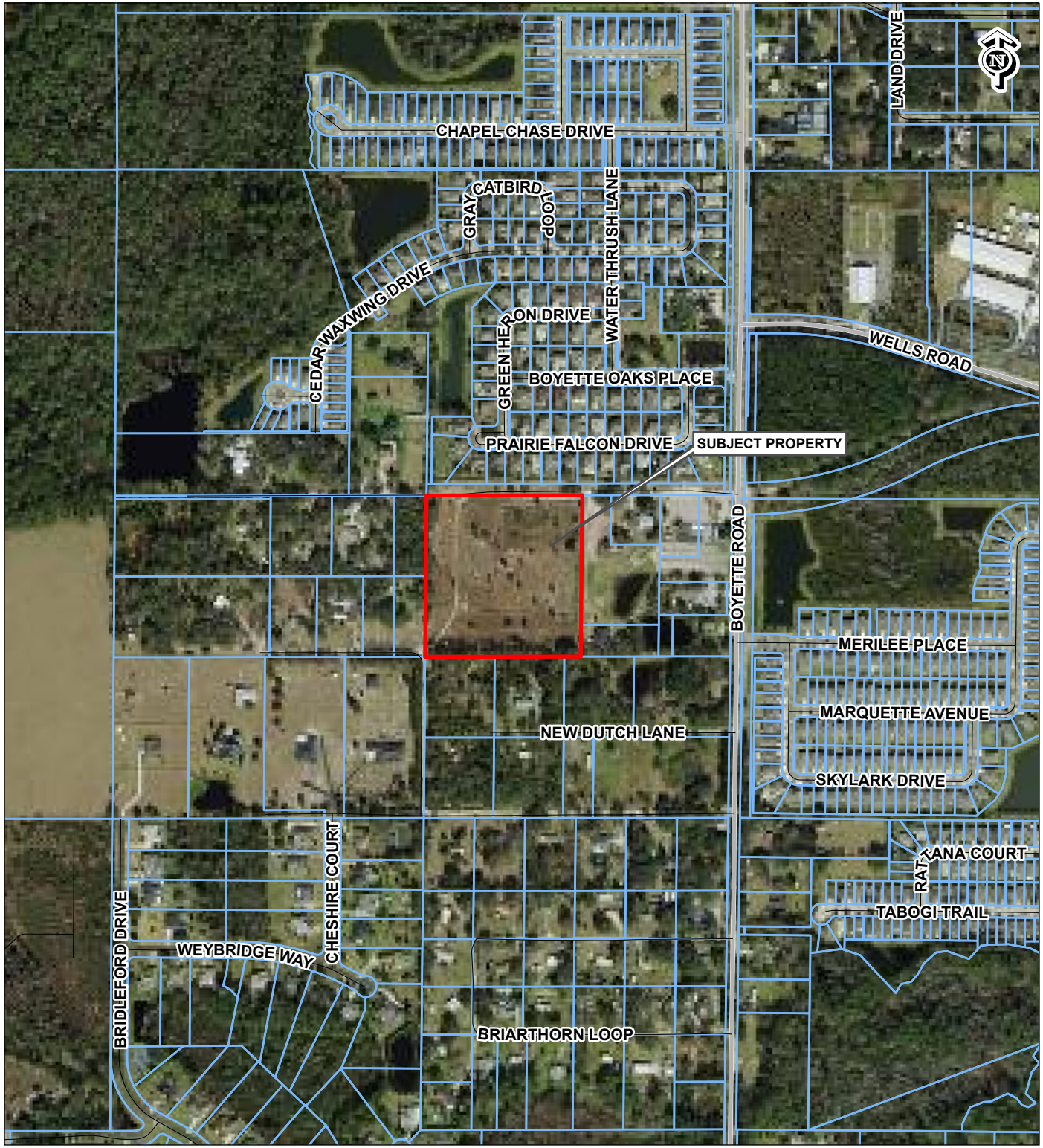
2. Pasco County Utilities (PCU): The Utilities Department had no objection to the proposal and are in agreement with the conditions herein.
3. Pasco Sheriff's Office (PSO): The Sheriff's Office did not provide comments on the proposal.
4. Fire: The Fire Services Department had no objection to the proposal and are in agreement with the conditions herein.
5. Emergency Management: The Emergency Management Department had no objection to the proposal and are in agreement with the conditions herein.
6. Parks, Recreation, and Natural Resources (PRNR): The Parks, Recreation, and Natural Resources Department are in agreement with the conditions herein.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding is not required for this action.

ATTACHMENT(S):

1. PDE26-7858: Visuals
2. PDE26-7858: Exhibits A, B, C
3. PDE26-7858: Exhibit 1 Binding Concept Plan
4. PDE26-7858: Exhibit 2 Non-Binding Concept Plan
5. PDE26-7858: Wells Road Typical Section
6. PDE26-7858: Ex-Parte Packet
7. PDE26-7858: Proof of Notification (Original)
8. PDE26-7858: Proof of Notification (Additional)
9. PDE26-7858: Proof of Publication



RZ-7858
R-2 TO MPUD

05-26-20-0000-00300-0020

SAV PROPERTY HOLDINGS LLC/
NEW HORIZON MPUD
29711 WELLS ROAD
WESLEY CHAPEL, FL 33545

PHYSICAL LOCATION:
S OF WELLS RD, APPROX.
640' W OF BOYETTE RD

TAZ-331, 267
COMMISSION DISTRICT: 2

SUBJECT PROPERTY

0 590 1,180
Feet

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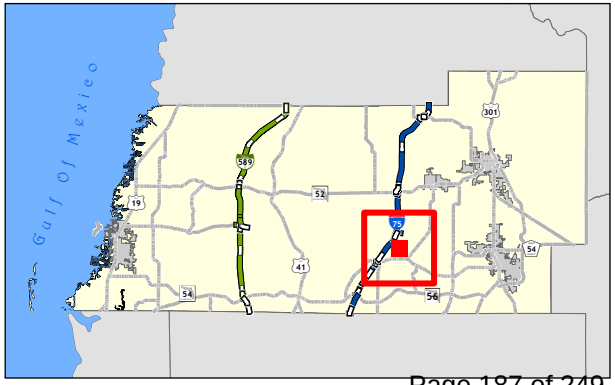

RZ-7858
R-2 TO MPUD

05-26-20-0000-00300-0020

**SAV PROPERTY HOLDINGS LLC/
NEW HORIZON MPUD
29711 WELLS ROAD
WESLEY CHAPEL, FL 33545**

**PHYSICAL LOCATION:
S OF WELLS RD, APPROX.
640' W OF BOYETTE RD**

**TAZ-331, 267
COMMISSION DISTRICT: 2**

SUBJECT PROPERTY

FUTURE LAND USE

0 590 1,180
Feet

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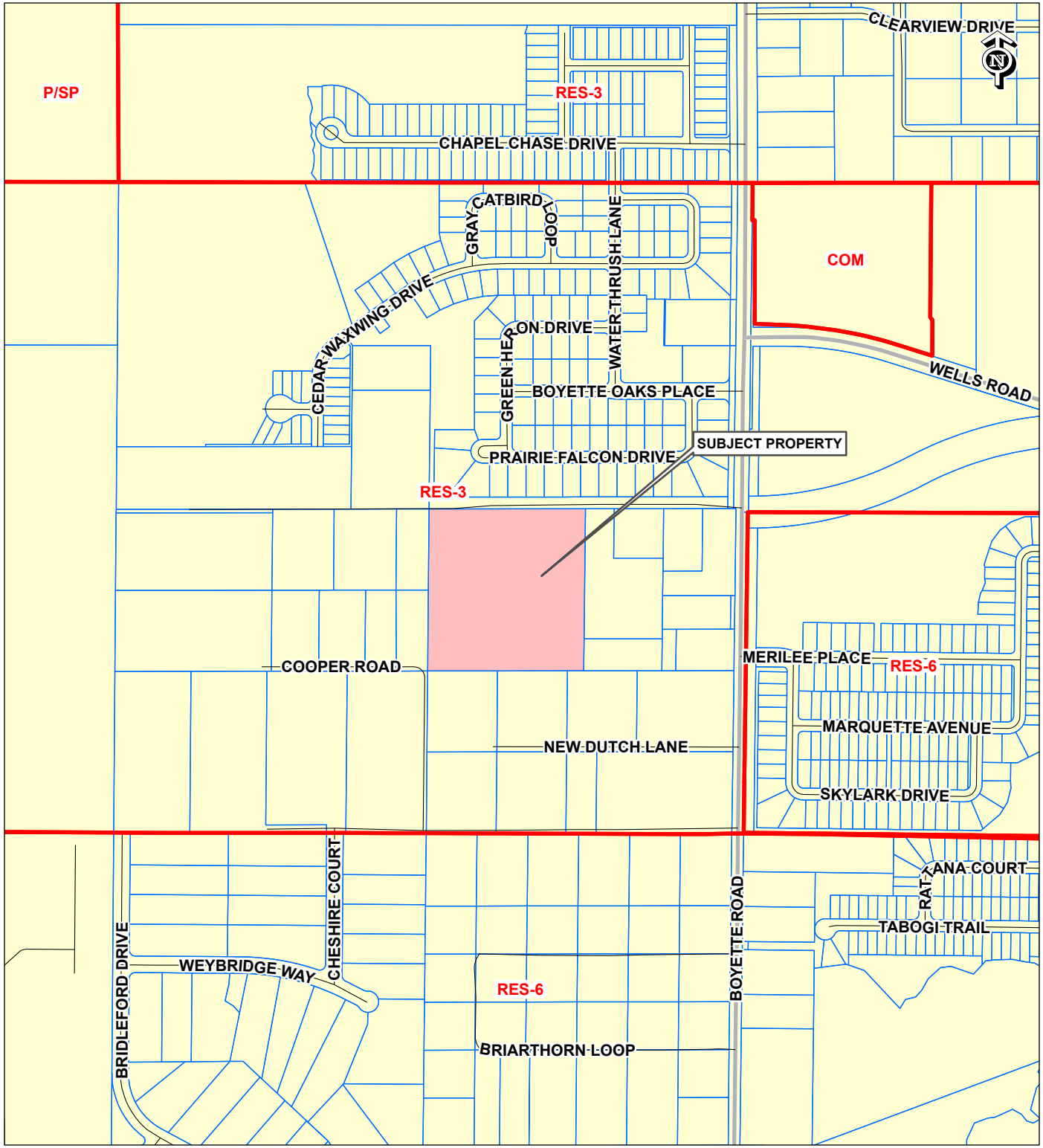

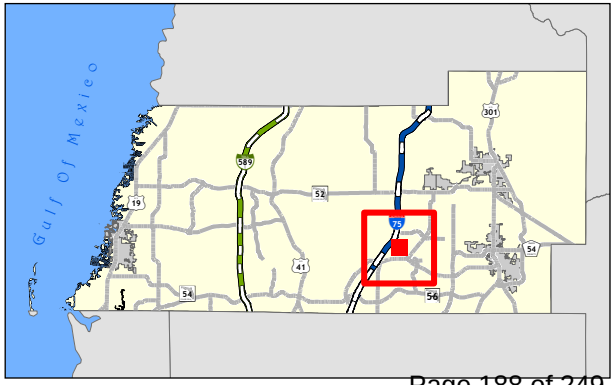

RZ-7858
R-2 TO MPUD

05-26-20-0000-00300-0020

**SAV PROPERTY HOLDINGS LLC/
NEW HORIZON MPUD
29711 WELLS ROAD
WESLEY CHAPEL, FL 33545**

**PHYSICAL LOCATION:
S OF WELLS RD, APPROX.
640' W OF BOYETTE RD**

**TAZ-331, 267
COMMISSION DISTRICT: 2**

SUBJECT PROPERTY
ZONING

0 590 1,180
Feet

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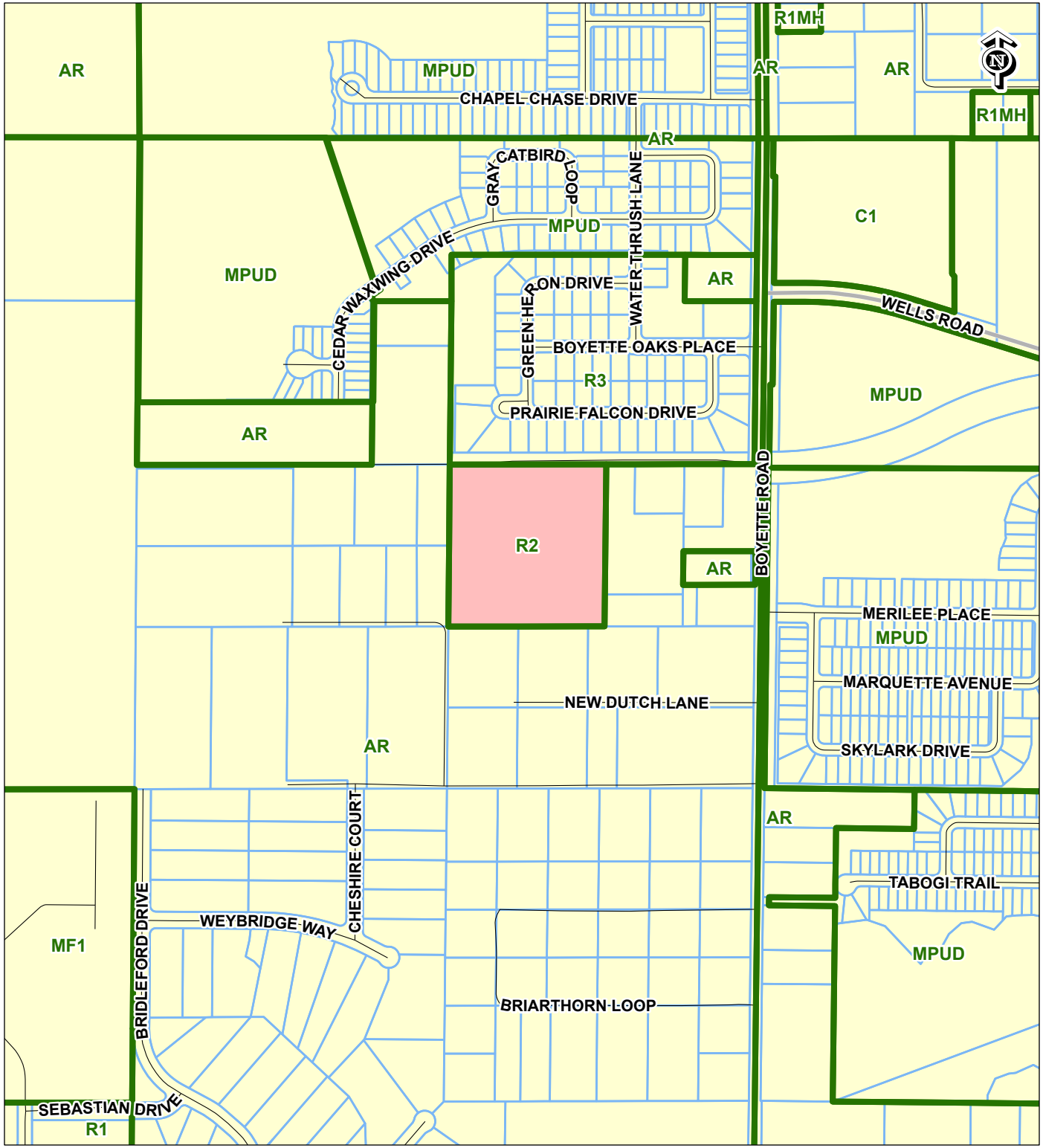
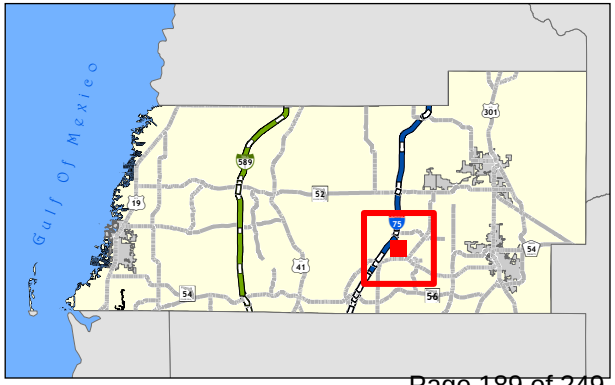




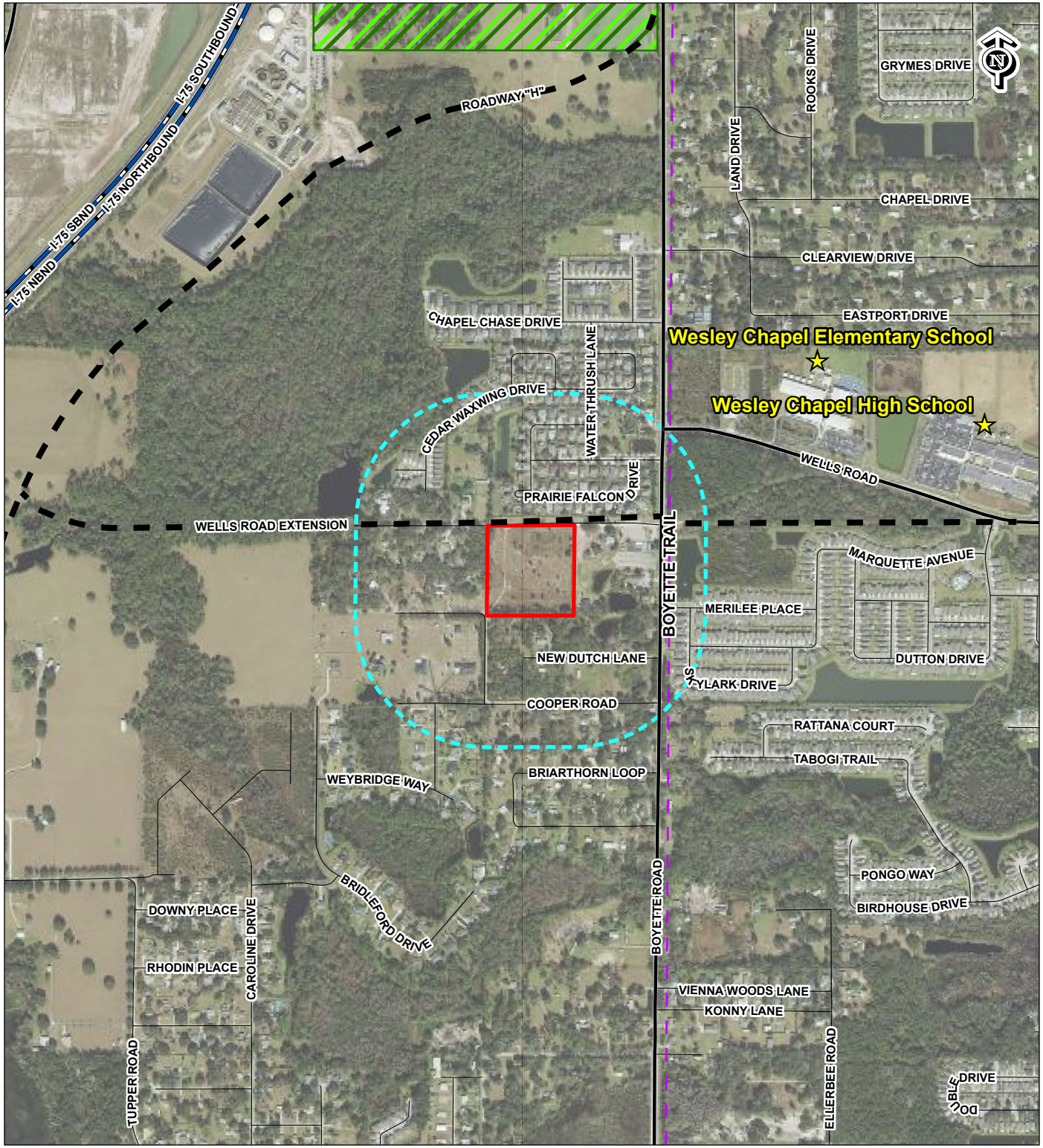
RZ-7858
R-2 TO MPUD

05-26-20-0000-00300-0020

**SAV PROPERTY HOLDINGS LLC/
NEW HORIZON MPUD
29711 WELLS ROAD
WESLEY CHAPEL, FL 33545**

**PHYSICAL LOCATION:
S OF WELLS RD, APPROX.
640' W OF BOYETTE RD**

**TAZ-331, 267
COMMISSION DISTRICT: 2**



Subject Property
1000ft Buffer
Conceptual Trails / Planned
Existing Collector
Interstate
Vision Collector

0 1,000 2,000
Feet

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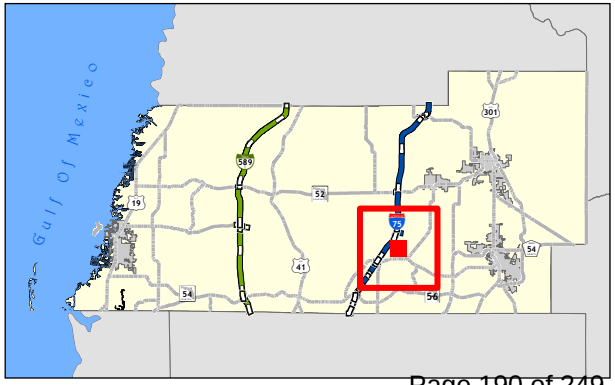
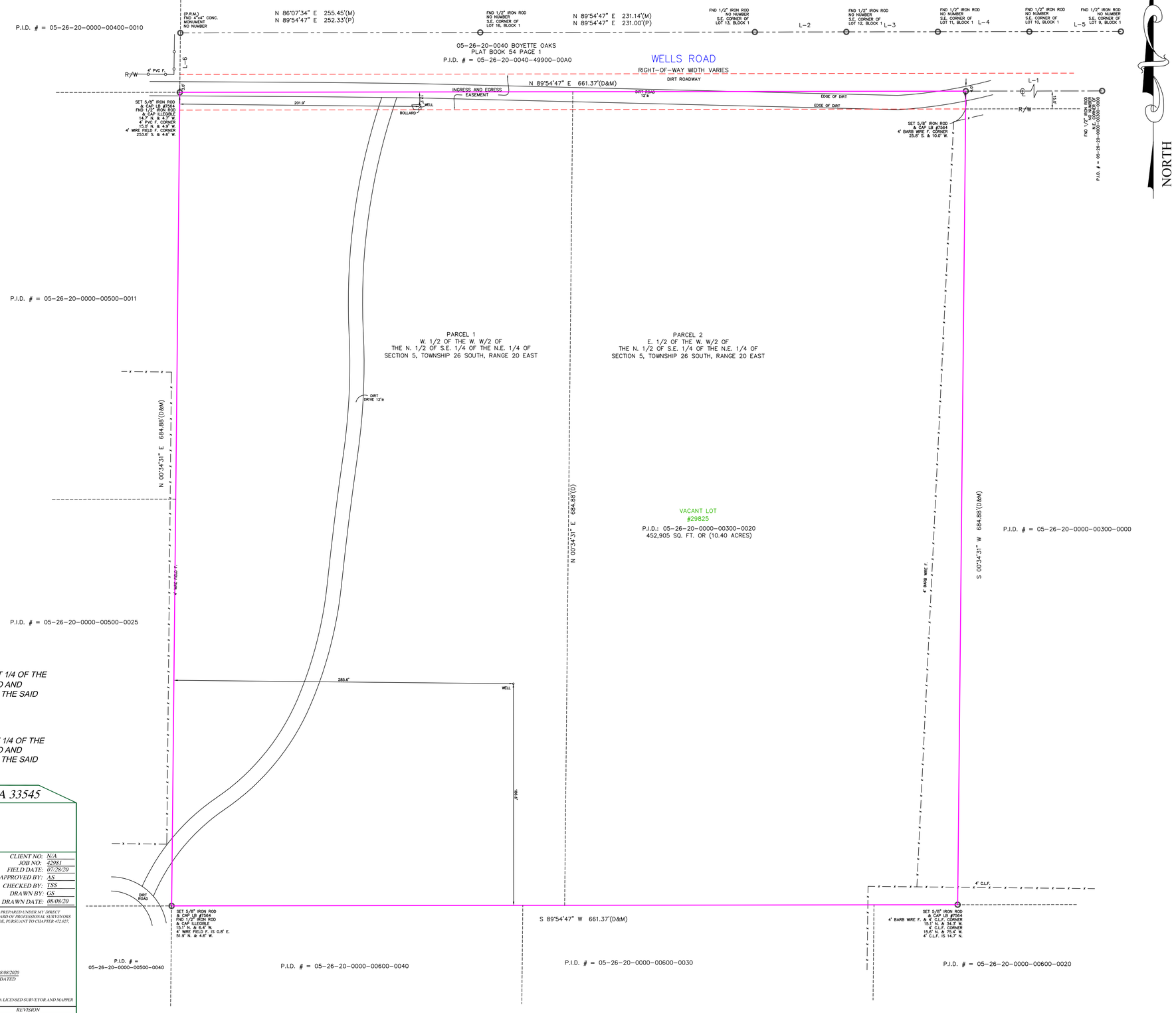


EXHIBIT A

LEGAL DESCRIPTION

BOUNDARY SURVEY

AERIAL VIEW



B.S.L. = BUILDING SETBACK LINE

P.I.D. # = PARCEL IDENTIFICATION NUMBER

= WOOD

= ASPHALT

= BRICK/PAVER/TILE

= CONCRETE

L-1
N 89°54'47" E 330.66'(D)
N 88°11'18" E 327.38'(M)

L-2
N 89°54'47" E 77.00'(P)
N 89°55'20" E 76.94'(M)

L-3
N 89°54'47" E 77.00'(P)
N 89°55'00" E 77.35'(M)

L-4
N 89°54'47" E 77.00'(P)
N 89°49'14" E 77.08'(M)

L-5
N 89°54'47" E 77.00'(P)
N 89°56'44" E 76.62'(M)

L-6
N 00°34'31" E 50.00'(P)
N 01°43'32" E 67.67'(M)

LEGAL DESCRIPTION :

THE WEST 1/2 OF THE WEST 1/2 OF THE FOLLOWING DESCRIBED PARCEL: THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AND OVER AND ACROSS THE NORTH 15 FEET OF THE SAID NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 THEREOF.

AND

THE EAST 1/2 OF THE WEST 1/2 OF THE FOLLOWING DESCRIBED PARCEL: THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AND OVER AND ACROSS THE NORTH 15 FEET OF THE SAID NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 THEREOF.

PROPERTY ADDRESS: 29825 WELLS ROAD - WESLEY CHAPEL, FLORIDA 33545

LEGEND

P.O.C.	= POINT OF COMMENCEMENT
P.O.B.	= POINT OF BEGINNING
(P)	= PLAT
(M)	= MEASURE
P.I.	= POINT OF INTERSECTION
℄	= CENTER LINE
N&D	= NAIL AND DISK
R/W	= RIGHT OF WAY
C.L.F.	= CHAIN LINK FENCE
W.F.	= WOOD FENCE
P.C.P.	= PERMENANT CONTROL POINT
P.C.	= POINT OF CURVATURE
P.T.	= POINT OF TANGENCY
(D)	= DESCRIPTION
R	= RADIUS
L	= ARC LENGTH
Δ	= CENTRAL ANGLE
C	= CHORD
C.B.	= CHORD BEARING
D.U.E.	= DRAINAGE/UTILITY EASEMENT
CONC.	= CONCRETE
P.R.C.	= POINT OF REVERSE CURVATURE
P.C.C.	= POINT OF COMPOUND CURVATURE
WM	= WATER METER
P.R.M.	= PERMANENT REFERENCE MONUMENT
OHU	= OVERHEAD UTILITY LINE
C.N.A.	= CORNER NOT ACCESSIBLE
FND	= FOUND
C/S	= CONCRETE SLAB
U.E.	= UTILITY EASEMENT
D.E.	= DRAINAGE EASEMENT
P.U.E.	= PUBLIC UTILITY EASEMENT
PP	= POWER POLE
P/E	= POOL EQUIPMENT

FLOOD ZONE

(FOR INFORMATIONAL PURPOSES ONLY)

SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE X, AREA OUTSIDE THE 100 YEAR FLOOD PLAIN, PER F.I.R.M. MAP NUMBER 12101C0264F, DATED 09/26/2014

THIS SURVEYOR MAKES NO GUARANTEES AS THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.

FIRST CHOICE SURVEYING, INC.

LIST OF POSSIBLE ENCROACHMENTS:
N/A

GRAPHIC SCALE: 1" = 40'

0' 20' 40' 80'

SURVEYOR'S NOTES

1. *THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. LEGAL DESCRIPTION PROVIDED BY OTHERS.*
2. *UNLESS SHOWN, UNDERGROUND UTILITIES, IMPROVEMENTS/FOUNDATIONS AND/OR SUBSURFACE STRUCTURES WERE NOT LOCATED BY THIS SURVEY.*
3. *BEARINGS ARE BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF WELLS ROAD, AS BEING N 89°54'47" E, PER PLAT. ASSUMED.*
4. *THE PURPOSE OF THIS SURVEY IS FOR USE IN OBTAINING TITLE INSURANCE. THIS SURVEY MAY NOT BE SUFFICIENT OR SUITABLE FOR CONSTRUCTION PURPOSES.*
5. *FENCE OWNERSHIP NOT DETERMINED.*
6. *THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY.*

LEGAL DESCRIPTION :

SEE ABOVE

CERTIFIED TO:
SAV PROPERTY HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
FIRST AMERICAN TITLE INSURANCE COMPANY
MILLENNIAL TITLE, LLC
RICHPORT ASSOCIATES, LLC

CLIENT NO:	N/A
JOB NO:	42981
FIELD DATE:	07/28/20
APPROVED BY:	AS
CHECKED BY:	TSS
DRAWN BY:	GS
DRAWN DATE:	08/08/20

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 53-17.050 THROUGH 53-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

LICENSED PROFESSIONAL SURVEYOR AND MAPPER LS 5144 STATE OF FLORIDA

08/08/2020
DATED

CERTIFIED BY: JON WHITCOMB PSM NO. 5144
FIRST CHOICE SURVEYING, INC.
P.O. #70978, LAKE MONROE, FL 32747
407.951.3425 (OFFICE); 407.320.5453 (FAX); LB 7564

NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DATE	REVISION	DATE	REVISION

EXHIBIT B

CONDITIONS OF APPROVAL

NEW HORIZONS MPUD
MASTER PLANNED UNIT DEVELOPMENT
CONDITIONS OF APPROVAL
REZONING PETITION NO. RZ-7858

Master Development Plans

1. Development shall be in accordance with the plans and information submitted in December, 2025; the applicable portions of the Land Development Code (LDC); and the Comprehensive Plan, unless otherwise stipulated or modified herein.

2. Development shall substantially conform to the Binding Conceptual Plan attached as Exhibit "1" ("Binding Concept Plan"). Notwithstanding the foregoing, the Binding Concept Plan has not been through the permitting process, and as such, is subject to variations as may be required by the various permitting authorities having jurisdiction. Such variations shall not require a non-substantial and/or substantial modification to this MPUD. The County Administrator or designee is hereby delegated authority to interpret and apply the Binding Concept Plan to the PDP/Construction Plans for each phase or parcel, provided the substantive intent and purpose of the Binding Concept Plan is achieved. So long as the PDP/Construction Plans are deemed in substantial conformance with the Binding Concept Plan, a non-substantial or a substantial modification is not required. However, if the PDP/Construction Plans materially deviate from the Binding Concept Plan, as determined by the County Administrator or designee, a substantial modification to this MPUD shall be required. Increases in lot sizes and/or decreases in the number of lots depicted on the Binding Concept Plan shall be deemed to be in substantial conformance with this Binding Concept Plan.

Environmental

3. If during construction activities any evidence of the presence of State or Federally protected plant and/or animal species is discovered, Pasco County and applicable agencies shall be notified within two working days of the plant and/or animal species found on the site. All work in the affected area shall come to an immediate stop until all pertinent permits have been obtained, agency written authorization to commence activities has been given, or unless compliance with state and federal guidelines can be demonstrated.

4. The applicant shall provide a 100% gopher tortoise burrow survey conducted according to FFWCC guidelines, the FFWCC gopher tortoise relocation permit and FFWCC accepted after action report prior to issuance of site development placard. If site construction does not commence within 90 days from the date of the most recent 100% gopher tortoise survey or capture activities, a new gopher tortoise burrow survey must be completed to ensure gopher tortoises have not moved in and, if found, a valid permit

must be obtained, amended, or acted on to capture and relocate all tortoises prior to commencing any site clearing.

5. The upland buffer line shall be clearly field demarcated prior to any construction activities. No construction activities, including clearing, grading, or grubbing, shall occur within the Wetland Upland Buffer unless otherwise approved by the County and as depicted on the County-approved construction plans for the project.

6. A copy of the SWFWMD Environmental Resource Permit (ERP) shall be submitted to the Pasco County project record prior to issuance of site development placard.

Open Space/Buffering

7. Unless an alternative standard is approved prior to, or at the time of, preliminary development plan, landscape buffers shall be constructed as required by the Land Development Code.

8. The developer shall create a mandatory homeowners' association in the form of a nonprofit corporation registered with the State of Florida, Secretary of State, and/or, if approved, by the BCC or State of Florida, a Community Development District (CDD). The association(s) or District(s) shall encompass the entire boundaries of the MPUD except for any real property to be conveyed to the County or the District School Board of Pasco County (School Board). The developer(s) shall convey in fee simple to the association(s) or the CDD(s), for ownership and maintenance, open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special purpose areas unless the said area(s) is/are required to be dedicated to another governmental entity. Recreation areas and neighborhood parks shall be conveyed to the association(s) as well, but only to the CDD(s) if such special power, pursuant to Section 190.012(2), Florida Statutes, is consented to by the County. All such conveyances shall be for a value that does not exceed the fair market value of the land. Prior to platting the first unit or phase, homeowners'/property owners'/condominium owners'/merchants' association(s) or CDD documents, including Articles of Incorporation with proof of being filed with the State of Florida, Secretary of State, restrictive covenants, and all exhibits shall be submitted to the Survey Department for review along with copies of instruments to be used to convey in fee simple the above-mentioned areas to the said association or the CDD.

9. Except for those neighborhood park attributes depicted on the Binding Concept Plan, specific review and approval of the Land Development Code (LDC), Section 905.1, Neighborhood Parks, will be conducted at PDPs submittal. At the time of the PDPs submittal, a park plan shall be provided, which shall depict the location, acreage, dimension, type (mini park, neighborhood park, linear park, trails, etc.), and planned amenities of each neighborhood park area in accordance with LDC Section 905.1. and any approved alternative standards.

10. The developer/builder shall provide the appropriate number of trees per platted lot pursuant to Table 905.2-C located in the LDC, Section 905.2.D.1.a. If the developer/builder is unable to provide the appropriate number of trees on the platted lot due to easement(s) or other constraints as determined by the County Administrator or designee, then the developer/builder may plant the tree(s) in common area(s). If trees are proposed to be moved to a location within any County rights-of-way, a Street Tree Plan submittal and review per LDC requirements will be necessary. If common area is not available, then the developer/builder shall pay into the tree mitigation fund at the rate established BCC Resolution 08-284, as amended, and Section 802.3.C. of the LDC, as amended.

11. Street Tree Planting and/or Front Yard Tree Planting:

    a) Each single-family detached lot shall have a minimum of two trees on or in front of the lot, one of which may be in the side or back yard and one of which must be in the front of the home but may be either a street tree (in front of the lot) or a lot tree (in the lot front yard).

Transportation/Circulation

12. The 31 single family homes ("Approved Land Use") have been determined to be exempt from Timing and Phasing Analysis since the Approved Land Use generates less than 50 peak hour trips. The lands within the New Horizons MPUD may be developed for the Approved Land Use without any requirements for an additional timing and phasing analysis through the expiration date of the MPUD as set forth in Condition 56. Any development of land use(s) that generate(s) greater traffic impacts than the Approved Land Use may require a Timing and Phasing Analysis utilizing a methodology approved by the County. The Planning Commission (PC), BCC, or County Administrator or designee, may impose additional conditions on the applicant or developer based on the County-approved Timing and Phasing Analysis. Compliance with the conditions of approval, payment of mobility fees and other generally applicable taxes and assessments, construction of site-access improvements and construction of the Wells Road Improvements, fully mitigate the external transportation impacts of the Approved Land Use through the expiration date of the MPUD as set forth in Condition 56.

Access Management

13. The access points shown on the master plan are conceptual only. Permanent placement of each access point shall be determined at the time of review with the corresponding PSP/PDP and shall meet established access-management criteria. Based on the corresponding PSP/PDP, County Administrator, or designee, may impose access management conditions on the applicant/developer.

14. At each PSP/PDP approval, the County Engineer, or designee, may also require site-specific intersection improvements. Intersection improvements shall be in accordance with

the LDC and Access Management Standards as amended.

15. Developer has provided a Substandard Road Application for Wells Road. There are substandard road impacts to Wells Road from the Approved Land Use that require mitigation by the Developer. Developer shall, prior to approval of the first record plat, construct, or post a performance guarantee acceptable to the County for, Wells Road from Boyette Road to the project access within the County's existing right-of-way (with the exception of roadway drainage facilities for this segment of Wells Road which will be constructed on Developer's property) pursuant to the cross-section depicted on the MPUD Master Plan ("Wells Road Improvement"). The Wells Road Improvement shall not be mobility fee creditable.

    The roadway drainage facilities, if not commingled or combined with drainage facilities for the Project, shall be owned, operated, and maintained by the County subsequent to the expiration of the three (3) year Defect Guarantee period. Developer may, however, request that Developer, Community Development District (CDD), or other legal entity as may be approved by the County, be allowed to maintain these facilities for the County roadways. If such request is granted, Developer or CDD, as applicable, shall provide appropriate easements to the County so that the County has the ability to maintain the facilities in the event Developer or CDD, as applicable, defaults on its obligations to maintain the facilities.

    If the Wells Road Improvement's drainage facilities are commingled or combined with drainage facilities of the Project, all such drainage facilities shall remain owned by the Developer, CDD or other legal entity as may be approved by the County, and operation and maintenance of the same shall be the responsibility of the Developer, CDD or other legal entity as may be approved by the County ("Maintenance Entity"). Appropriate easements to the County so the County has the ability to maintain the facilities associated with Wells Road Improvement in the event the Maintenance Entity defaults on its obligation to maintain the facilities.

Dedication of Right-of-Way

16. Road connections and rights-of-way to adjoining areas shall only be required as depicted on the MPUD Master Plan.

17. In the case of private streets, and any amenities within those rights-of-way such as paths, trails, sidewalks, and any other non-vehicular accessways, dedication and maintenance shall be the responsibility of the mandatory homeowners'/property owners'/condominium owners'/merchants' association(s) or an appropriate entity other than the County. Pasco County will not be responsible for the maintenance of any private streets or private access amenities.

18. Pursuant to the provisions of the LDC, Section 901.2.I. (Transportation-Corridor Management; Dedication-Rough Proportionality), the developer(s) shall convey, at no cost to the County, the required amount of right-of-way for Wells Road as depicted on MPUD Plan (Pasco County Corridor Preservation Table as amended, located in the Comprehensive Plan, Transportation Element, for arterial/collector and major intersection right-of-way requirements).

    In addition, the developer shall, at no cost to Pasco County, design, construct, provide, and obtain any and all permits required by any local, State, or Federal agency for appropriate and sufficient drainage/retention, wetland, and floodplain mitigation facilities on the developer's property or at another site acceptable to the County to mitigate all impacts associated with the initial and future planned roadway; i.e., in the current County Comprehensive Plan Transportation Element or Metropolitan Planning Organization Long-Range Plan, improvements of Wells Road, as applicable, within or adjacent to the boundaries of the developer's property including, but not limited to, mitigation for initial and future lanes of travel, shoulders, frontage roads, sidewalks, multimodal paths, medians, permanent slope easements (once grade of roadway is set) and other roadway appurtenances. The required drainage/retention, wetland, and floodplain mitigation facilities shall be determined at the time of stormwater-management plan review for the portion(s) of the project adjacent to Wells Road, and this paragraph of this condition shall expire after such stormwater-management plans have been approved, unless such facilities are required pursuant to a development agreement approved pursuant to the LDC, Section 406.3. All stormwater-management plans, reports, or calculations for the developer's project shall include a detailed scope of design and permitting parameters and a signed and sealed certification that such plans, reports, or calculations comply with this condition.

19. To the extent that any of the conditions of this approval constitute monetary or property exactions that are subject to *Nollan v. California Coastal Comm'n*, 483 U.S. 825 (1987), and *Dolan v. City of Tigard*, 512 U.S 374 (1994), the applicant/owner, and successors and assigns (a), agrees that there is a nexus and rough proportionality between such conditions and the impacts of this project/development, and that such conditions are necessary to ensure compliance with the criteria of the LDC and Comprehensive Plan that are applicable to this approval, and (b) waives any claims based on such conditions. This agreement/waiver was entered into voluntarily, in good faith, for valuable consideration, and with an opportunity to consult legal counsel, but does not affect the applicant/owner's ability to seek variances, administrative remedies, or modifications of the conditions of this approval through applicable processes in the LDC, and does not affect the applicant/owner's ability to bring an action pursuant to Section 70.45, Florida Statutes.

Design/Construction Specifications

20. Approval of the New Horizons MPUD satisfies the County's collector and arterial design and spacing standards of the LDC, Section 901.1 (as to Transportation Corridor Spacing).

21. If, during construction activities, any evidence of historic resources including, but not limited to, human burial sites such as Indian mounds, lost historic and aboriginal cemeteries, or other unmarked burials or associated artifacts, original or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundation, are discovered, work shall come to an immediate stop, and the Florida Department of Historic Resources (State Historic Preservation Officer) and Pasco County shall be notified within two working days of the resources found on the site. Additionally, should any human burial sites such as Indian mounds, lost historic and aboriginal cemeteries, or other unmarked burials or associated artifacts be found, then the provisions and guidelines set forth in Chapter 872.05, FS (Florida's Unmarked Burial Law) are to be followed.

22. If the property to the west or east has an approved PDP/PSP or is built-out, then prior to PDP/PSP submittal for New Horizons MPUD development, the developer shall supply evidence that it has coordinated with the developer(s) and engineer(s)/surveyor(s) of the adjoining parcels to identify and provide the location of the required interconnecting roadway [such interconnecting roadways do not include the collector/arterial/vision roadways as depicted on the approved master plan]. The following information shall be shown on all PDPs/PSPs and construction plans/construction site plans that include or abut the interconnecting roadway: location (by State plane coordinates), centerline, right-of-way width, cross section, elevation of centerline, grade, and centerline geometry (tangent bearing/curve geometry) to provide a seamless continuation of this road at property lines.

23. The developers shall comply with the County and Pasco County Public Transportation requirements to accommodate mass transit service to and within the project if service is available or planned at the time of preliminary development plan approval. A detailed description of the overall transit accommodations plan shall include, but is not limited to, a proposed ingress and egress route for buses and bus stops proposed to service the project including, but not limited to, benches, shelters, lighting, pedestrian walkways, landscaping, and placement as required by the County or Pasco County Public Transportation. The developers shall submit the detailed description of the overall transit accommodations plan to PDE for review and approval prior to or concurrent with the PDP of the first unit or phase within the development. Approval of the detailed description of the overall transit-accommodations plan is subject to Pasco County Public Transportation review and approval in accordance with the Pasco County Public Transportation *Transit Infrastructure Guidelines* (June 2005), as may be amended from time to time, or any subsequent ordinance adopted by Pasco County. The developers shall include and show on any PDP submittal the approved transit-accommodation facilities, which shall be constructed with the infrastructure improvements of each affected preliminary development plan unless an alternative phasing of transit- accommodation-facilities construction is approved with the overall transit- accommodations plan. The applicant/developers and their successors shall not refuse the Pasco County Public Transportation, or any other transit authority, or any of its users/patrons access to such facilities.

24. The developer(s) may submit an overall pedestrian/bike path plan to the PDE for approval prior to approval of the first PDP, which provides a path circulation in accordance with the Pasco County LDC, as amended, or an alternative method acceptable to the PDE, and in compliance with the handicapped provisions of Section 336.045, Florida Statutes, or other applicable law. In the absence of an approved pedestrian/bike path plan, compliance with the LDC is required.

25. All sidewalks, bike paths (not including bike lanes within the pavement of any roadway accepted by the County for maintenance), multi-use trails, and other non-vehicular pathways within the rights-of-way of any roadways within the MPUD shall not be the maintenance responsibility of the County.

26. Street lighting is required throughout the MPUD pursuant to LDC section 901.11.

27. As provided in Chapter 190, Florida Statutes, and subject to the BCC's separate approval, the CDD(s) is hereby authorized to undertake the funding and construction of any of the projects, whether within or outside the boundaries of the CDD(s) that are identified within this rezoning approval. Further, any obligations of the developer contained in this approval may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by the County. However, such CDD shall not be authorized to levy assessments on any property either owned or to be owned by the County or School Board (Public Properties) that are located within the boundary of the CDD. All applicable documents pertaining to the undertaking of funding and construction by the CDD shall reflect the following:

    a. Public Properties shall not be considered benefited properties and shall not be assessed by the CDD.

    b. No debt or obligation of such CDD shall constitute a burden on any Public Property.

Utilities/Water Service/Wastewater Disposal

28. A Master Utility Plan for the entire development shall be submitted to the Utilities Services Branch for review and approval prior to or concurrent with submittal of the first construction plan. This utility plan shall show, at a minimum, the following:

    a. Trunk sewer lines and lift stations.

    b. Main potable water lines and non-potable water lines, if applicable.

    c. Sewage treatment facility locations, including discussion of the proposed method of treatment and the feasibility of a non-potable water system for irrigation.

    d. Method of lighting for all nonlocal roads shall be submitted at the time of record

plat submittal for each unit or phase.

e. A Master Utility Plan shall include *AutoCAD* and PDF electronic files and hydraulic analysis for the water, wastewater, and reclaimed water systems and shall be in conformance with the Utilities Services Plan guidelines implemented by the Utilities Services Branch.

29. Prior to the first construction plan approval, the developer(s) and the County shall enter into a Utilities Service Agreement.

30. The developer(s) shall construct all water and wastewater facilities within the development to current County standards. A complete set of instructions may be obtained from the Utilities Services Branch.

31. In consideration of Pasco County's agreement to provide potable water and/or reclaimed water to the subject property, the developer(s)/owner(s) and its successors and assigns, agree to the following:

a. In the event of production failure or shortfall by Tampa Bay Water (TBW), as set forth in Section 3.19 of the Interlocal Agreement creating TBW, and then only for so long as such a production failure or shortfall exists, the developer(s)/ owner(s) shall transfer to the County any and all Water Use Permits or water-use rights the developer(s)/owner(s) may have to use or consume surface or ground water within the subject property, provided that the same are not needed to continue any existing agricultural uses on the subject property, in which case, such transfer shall not be required as long as such agricultural uses are active.

b. Prior to the developer(s)/owner(s) selling water, Water Use Permits, or water-use rights, the developer(s)/owner(s) shall notify Pasco County, and Pasco County shall have a right of first refusal to purchase such water, Water Use Permits, or water-use rights.

Stormwater

32. The applicant shall contact the SWFWMD Engineering & Watershed Management Section for the latest floodplain study information available for design.

33. At the time of the first site development placard, the applicant shall comply with applicable County floodplain management requirements.

34. Developer acknowledges that the HOA and/or CDD documents shall include language to prevent the residential lots from filling below the 100-year floodplain and/or altering drainage patterns on residential lots without permitted approval from Pasco County and/or SWFWMD as applicable. The HOA and/or CDD documents for residential lots shall be provided to Pasco County for review and approval at the time of plat review.

35. The applicant shall verify if the proposed project is within a Basin of Special Concern. If

the project lies in or partially within a Basin of Special Concern, the applicant shall comply with Basin of Special Concern criteria requirements.

36. All pass-through drainage shall have an access and maintenance easement over it. This easement shall be to Pasco County granting the county the right, but not obligation, to access and maintain.

Land Use

37. Land uses are permitted in accordance with Table 1.

Table 1
Permitted Use and Development Limits

Development Category	Totals
Single Family Detached (du)	31

38. The Dimensional/Development standards shall be as set forth on the MPUD Master Plan.

39. The Architectural Design Standards are as follows:

a) Monotony Control:
Single-family detached houses shall be required to address the following requirements to avoid architectural monotony:
   i. A proposed home shall have three different architectural features (as defined below) from the two houses on either side of it that face the same street.
   ii. A proposed home shall differ in architectural features (as defined below) from the house(s) directly across the street (i.e., the house directly across the street, but not diagonal or those on either side of the house directly across the street).
   iii. The rear of a proposed home shall differ in appearance (as set forth in section (b) (ii) below) from the houses directly adjacent to it when facing another road.

b) Architecture Features:
To establish a difference in architectural features between homes of the same model type facing a street or mews, a minimum of three (3) architectural features shall differ on all Single Family Detached houses.
   i. These features shall include different: colors, materials (e.g., stucco, siding, brick, stone, etc.), elevations, arrangement of openings such as windows and doors, gables and eaves, dentils, cornices, trim, division of lights within windows, variation of building elevation (i.e., height, recessed planes etc.) porches, porticos, dormers, location of garage (left, right or rear), ornamental or decorative garage doors, ornaments such as medallions, shutters etc., and color or material of rooftops (e.g., shingles, tiles etc.). If

different models of homes are adjacent to or across from each other, monotony is avoided.

ii. For the rear of homes that back-up to or face a street (i.e., local, collector, or arterial), the differing appearance shall be accomplished, at a minimum, by the reversal of floor plans or changes in material colors.

iii. No more than 20% of garages shall protrude more than 8 feet beyond the roof line of each single family detached unit and each such garage (protruding more than 8 feet beyond the roof line) shall contain decorative garage fronts.

c) The applicant/developer has committed to, and is hereby requiring, the foregoing architectural and monotony controls, notwithstanding any potential contrary requirements in Section 163.3202(5)(a), Florida Statutes. This condition shall be construed as a requirement imposed by the applicant/developer pursuant to Section 163.3202(5)(c), Florida Statutes, and not a requirement of the County, to the extent that Section 163.3202(5)(a), Florida Statutes, prevents the County from applying or enforcing architectural or monotony controls in this MPUD.

40. Architectural standards shall be in substantial compliance or a superior alternative to those identified herein.

41. The development standards for any recreation center(s) shall be in accordance with the C-1 Neighborhood Commercial District.

42. The maximum density set forth above is not a vested right and is subject to reduction based on, or as a result of, applicable County ordinances and resolutions.

43. Parcels may be developed out of numerical sequence and in multiples as long as the parcels being developed do not rely upon infrastructure construction of future parcels.

44. The developer may utilize one model center per product type which can exceed the ten percent maximum allowed model center lots per the LDC.

45. Interim silvicultural and/or agricultural activities shall be permitted until the commencement of development for that portion of the proposed development. Seasonal temporary uses pursuant to Section 530.9 LDC may be allowed with subsequent approval, pursuant to the County's Miscellaneous Permit process for temporary events.

46. The total aggregate number of dwelling units for New Horizons MPUD shall not exceed 31.

Procedures

47. The applicant/developer agrees that the applicant/developer and any successors

or assigns, are not eligible for the ad valorem tax exemption in Section 196.1978, Florida Statutes, and further agrees the applicant/developer and any successors or assigns will not apply for such an exemption for any portion of the development authorized by this approval.

48. The applicant/developer shall ensure that the HOA or CDD required to be established under this MPUD incorporates the minimum tree and architectural requirements in conditions 10, 11, and 39 as applicable, into the HOA covenants, conditions, and restrictions and shall ensure that the HOA is the primary enforcement entity for the tree requirements in such single family residential phase(s), as applicable, after the MPUD entitlements have received a final inspection or Certificate of Occupancy, and the only enforcement entity for the architectural requirements. If the County becomes aware of violations of Conditions 10, 11, and 39 the County reserves the right to hold the developer (until the turnover to the HOA) and/or the HOA responsible for violations of the foregoing requirements. This condition shall not be construed as any attempt by the County to enforce architectural requirements in this MPUD; rather, the condition is intended to ensure that the developer and HOA honor their commitment to privately impose such requirements pursuant to Section 163.3202(5)(c), Florida Statutes.

49. The HOA or CDD required to be established under this MPUD shall include provisions for the management of on-street parking and obstruction of roadways, including without limitation covenants, conditions, and restrictions which require the HOA or CDD, as applicable, to be the primary enforcement entity for all current or future LDC or Code of Ordinance provisions related to on-street parking and obstruction of roadways, and which require the HOA or CDD, as applicable, to adopt and enforce specific regulations which empower the HOA or CDD Board, as applicable, to adopt, enforce, and otherwise regulate on-street parking and obstruction of roadways within the subdivision, which regulations may be more restrictive than applicable LDC or Code of Ordinance provisions. Such regulations shall specifically include the authority for the HOA or CDD to tow vehicles that violate such regulations. Such HOA or CDD enforcement shall include, at a minimum, any obstruction of any roadway in the subdivision that causes interference with the efficient delivery of emergency or law enforcement services and/or vehicles at any time, whether or not emergency services have been requested. This condition, and the applicable HOA or CDD regulations, do not preclude the County from also enforcing applicable LDC or Code of Ordinance provisions relating to on-street parking or obstruction of roadways. In addition to the other requirements of this condition, the HOA or CDD required to be established under this MPUD shall include provisions which limit parking to one side of each street within the MPUD (in those areas where on-street parking is allowed at all pursuant to the LDC) so as to avoid the obstruction of on-site roadways.

50. A disclosure statement regarding the construction of all future roadways abutting and through the MPUD, to include local roadways, shall be included in all sales contracts for residential sales with the MPUD. This disclosure shall include the future roadway's number of lanes and construction timing, if applicable.

51. Unless required elsewhere within the conditions of approval, all conveyances shall occur at record plat or the issuance of the first CO where a record plat is not required or within 90 days of the County's request, whichever occurs first. All conveyances shall include access easements, be in a form acceptable to the Real Estate Division and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions, unless otherwise agreed to by the County.

52. The developer(s) shall submit and obtain approval of a Substantial Modification to add uses not previously approved or to reduce open-space or preservation/conservation areas. A Substantial Modification is also required if there is a cumulative increase in density or intensity of ten percent or more in the number of average daily trips as defined by the Institute of Traffic Engineers and the Pasco County Access Management Team.

53. Unless otherwise approved by the Fire Marshal, or designee, the development shall be included into a Pasco County Municipal Fire Service Taxing Unit to provide fire protection. The developer(s) shall submit a petition for inclusion into the Pasco County Municipal Fire Service Taxing Unit at the time of record plat submission, or when no plat is required, prior to the issuance of the first Building Permit. In no case shall a Building Permit be issued until the Fire Marshal, or designee has received such a petition.

54. A PDP must be approved for an entire increment (bubble) prior to any phased construction plan approval. An increase in dwelling units within increments is allowed without modification to the master plan as long as there is a corresponding decrease and the total maximum number of entitlements is not increased as approved for the MPUD.

55. PDP submittals shall include a detailed breakdown of the individual plan approvals, including the plan name and increment or phase designation as it relates to the Master Development Plan, acreage of the site, or total number of units which have received PDP approval, construction plan approval, and/or record plat approval.

56. If a PDP for the entire MPUD is not submitted within six (6) years of this original MPUD approval or within six (6) years of any substantial modification for any portion of the MPUD, whichever is later, (subject to any statutory or County-wide extensions issued subsequent to the approval), the conditions of approval for those portions of the MPUD that do not have (unexpired) PDP approval shall expire. A new MPUD must be applied for and approved by the BCC for any such portions of the MPUD for which the conditions of approval have expired, and the conditions of approval shall be in accordance with the Comprehensive Plan and LDC in effect at that time, including an updated Timing and Phasing Analysis as required. Additional conditions based upon the updated timing and phasing analysis may be imposed by the County.

57. An extension of the time limit for approval as identified above shall be processed as a substantial modification approved by the BCC.

58. In addition to complying with the above conditions, no further plan approvals will be granted until such time as the acknowledgment portion of the **BCC approved document**

is completed (including notarization) and received by the PDE after the BCC action.

59. All conditions of this MPUD approval are material to the BCC approval. Accordingly, the conditions are not severable. In the event any section, subsection, sentence, clause, or provision of these conditions or the rezoning resolution is challenged and declared illegal, invalid, or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination, the remainder of the conditions and MPUD approval shall be suspended until such time that the BCC modifies the MPUD conditions of approval to address the illegal or invalid provision, provided that such suspension shall not exceed nine months in duration. However, such determination shall not affect the validity of 1) MPUD entitlements that have received plat, Building Permit, or CO approval; or 2) any MPUD mitigation committed to or performed as of the date the determination is made, unless such approvals or mitigation are specifically declared to be illegal, invalid, or unenforceable. Requests for BCC-approved modifications to the MPUD or the MPUD conditions of approval shall not be considered challenges and decisions by the BCC regarding any modification, or the like shall not have the effect of suspending the conditions and the MPUD approval under any circumstances.

60. The entire project must be platted.

Attachments

Binding Concept Plan Exhibit 1

OWNER/DEVELOPER ACKNOWLEDGMENT:

The owner/developer acknowledges that it has read, understood, and accepted the above-listed conditions of approval. **Do not sign this document until a final disposition from the BCC regarding this Petition has been received.**

_____ _____
Date Signature

_____
Print Name

_____
Title

STATE OF FLORIDA
COUNTY OF _____

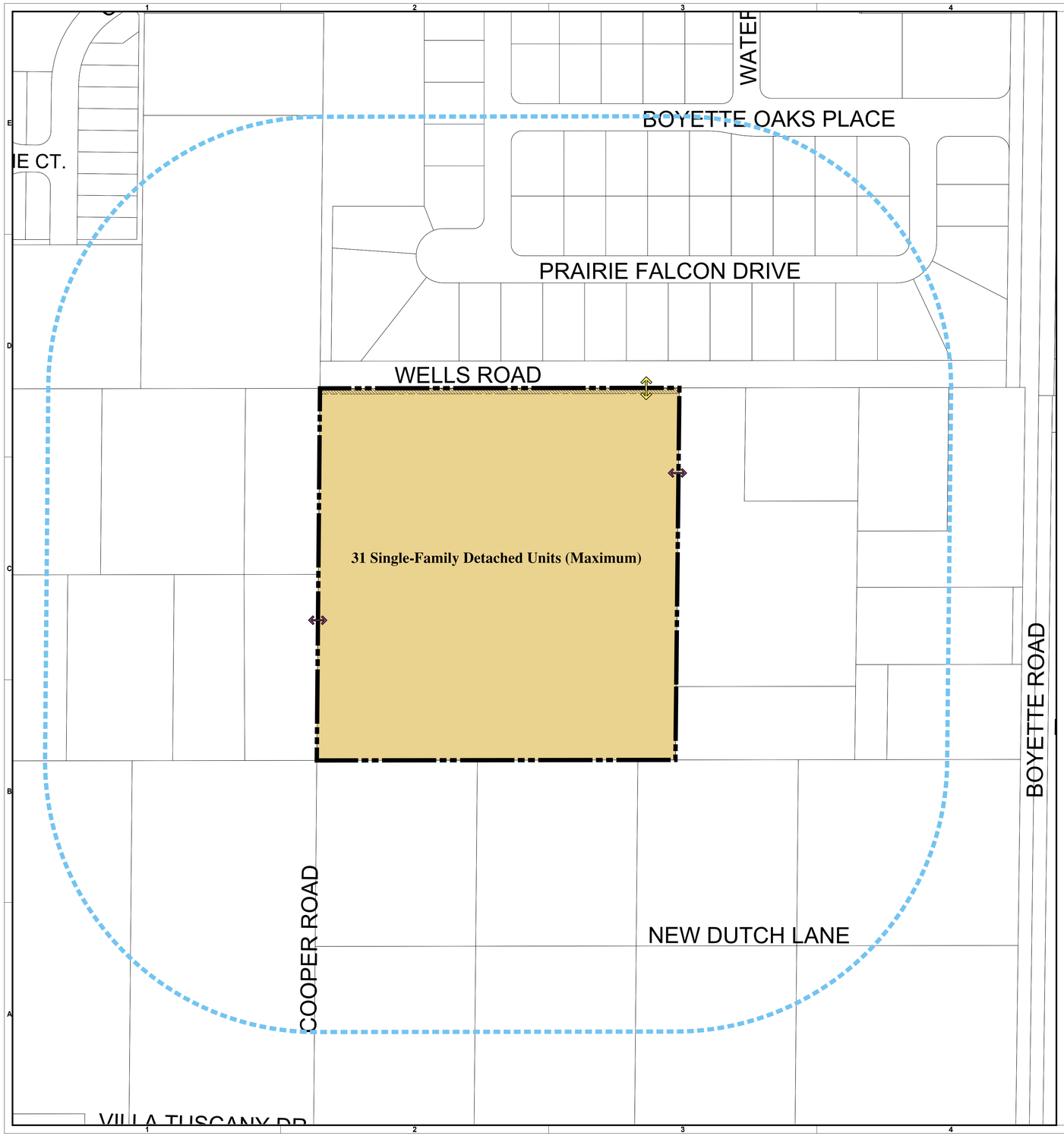
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____(date), by _____(name of corporation acknowledging) a _____ (State or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

Seal:

_____
NOTARY

EXHIBIT C

MASTER PLAN



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0 100 200

GRAPHIC SCALE: 1" = 100'

LEGEND

- Property Boundary
- 500' Property Boundary Offset
- Parcel Boundary
- Right of Way Dedication (10')
- Residential
- Access Point
- Stub-Out to Adjacent Property (Conceptual Location)

NOTES:

1. All access point locations are conceptual. Types of access points and spacing of access points shown on the master plan are approved concurrently. Any modifications to same that comply with Land Development Code (LDC) regulations shall be reviewed and approved by the County administrator or designee. Any modifications to the approved Access Management Plan that vary from LDC regulations shall be reviewed and approved in accordance with the LDC. Any modifications shall not require an amendment to the Master Plan.
2. One (1) access point to/from Wells Road (primary access), one (1) stub-out with parcel 05-26-20-0000-00300-0000, and one (1) stub-out with parcel 05-26-20-0000-00500-0025. Any proposed stub-out location(s) will be identified on the PDP/PSP and will be designed per Pasco County standards. A variation to the Cross Access Ordinance is being approved concurrent with this MPUD approval. The PDP plan shall comply with this variation, and all other LDC requirements not varied herein unless an alternative standard to requirements not varied herein is approved at time of PDP review.
3. Potable water, reclaimed water, sanitary sewer, and fire service to be provided by Pasco County Utilities. Electrical service to be provided by Withlacoochee River Electric Coop, Inc.
4. There are no proposed major facilities, including school sites and fire stations sites, within the project.
5. All common areas and facilities shall be maintained by a Property Owners Association, Community Development District, Management Company, or owner.
6. Unless an alternative standard is approved at time of preliminary site plan, landscape buffers will comply with LDC standards.
7. Except for those neighborhood park attributes depicted on the Binding Concept Plan, specific review and approval of the Land Development Code (LDC), Section 905.1, Neighborhood Parks, will be conducted at PDPs submittal. At the time of the PDPs submittal, a park plan shall be provided, which shall depict the location, acreage, dimension, type (mini park, neighborhood park, linear park, trails, etc.), and planned amenities of each neighborhood park area in accordance with the compliance of current LDC 905.1 and any approved alternative standards.
8. Timing of development: The timing of development for any phase of the project will be established by the developer in response to market conditions.
9. Interim Uses: Agricultural uses shall be permitted until commencement of development for that portion of the proposed development.

Wetland Summary

Post-Development	AC.
Category I Wetlands	0.0
Category II Wetlands	0.0
Category III Wetlands	0.0
Total Proposed Wetlands	**0.0**

Note: If it is determined by Pasco County Natural Resources that wetlands exist on the site, the wetland categories and delineation will be finalized upon receipt of the SWFWMD approved jurisdictional lines.

Applicant:

SAV Property Holdings, LLC
630 Mola Blvd.
Elmwood Park, NJ. 07407
Attn: Faustino Vidro Jr.

Legal Counsel / Agent:

Barbara L. Wilhite, P.A.
6327 Grand Blvd.
New Port Richey, FL 34652
Phone: (727) 942-0733
Attn: Barbara Wilhite, Esq.

Transportation Consultant:

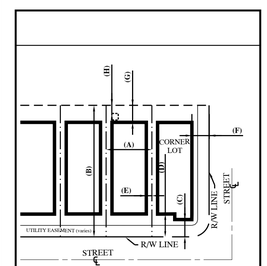
Traffic & Mobility Consultants, LLC
5023 W. Laurel St
Tampa, Florida 33607
Phone:(813) 289-0039
Attn: Steve Henry

Planner:

Heidt Design, LLC
5904-A Hampton Oaks Parkway
Tampa, Florida 33610
Phone: (813) 253-5311
Attn: Christie Barreiro, AICP

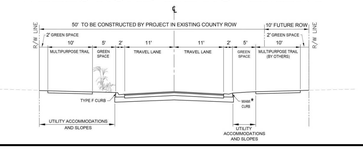
GENERALIZED MOBILITY PLAN

The GMP is based upon the binding Concept Plan and may vary in terms of internal roadway alignments and specific access point locations.
Pedestrian circulation will be in compliance with LDC sidewalk requirements or related alternative standard approvals.



MINIMUM SINGLE FAMILY LOT DETAIL (N.T.S)

WELLS ROAD IMPROVEMENT



TYPICAL RESIDENTIAL LOT STANDARDS

Lot Type	Minimum Lot Dimensions: Lot Width (A)	Lot Depth (B)	Minimum Setbacks: Front Primary (C)	Front Garage (D)	Side (E)	Side Corner (F)	Rear Primary (G)	Rear Accessory (H)	Minimum Building Separation	Maximum: Height	Lot Coverage	Max Units
SF Detached Front Load	55'	110'	18'	23'	7.5'	15'	15'	5'	15'	45'	70%	31

Note: See Conditions of Approval for detailed information regarding entitlements and requirements.

HEIDT DESIGN
Civil Engineering • Planning & GIS
Transportation Engineering
Ecological Services • Landscape Architecture
Engineering Business Certificate of Authorization No. 28782
Landscape Architecture Certificate of Authorization No. LC26000405
5904-A Hampton Oaks Pkwy.
Tampa, Florida 33610
Office: 813-253-5311
Fax: 813-464-7629
www.HeidtDesign.com

NEW HORIZONS MPUD PLAN SET

PROPOSED CONDITIONS

PREPARED FOR: **SAV PROPERTY HOLDINGS, LLC**

DATE	DESCRIPTION
3/18/2026	MPUD Resubmittal
2/6/2026	MPUD Resubmittal
11/12/2025	MPUD Resubmittal
6/24/2024	MPUD Submittal

PROJECT NO:	SAV-NH-1002
FILE:	
DESIGN BY:	SM
DRAWN BY:	SM

R:\NEW HORIZONS\MASTER PLAN\COMMUNITY PLANNING\ZONING\ADNH-MPUD COVER SHEET.DWG-L700 2023/10/02 3:58 PM LORELA BESHIRI

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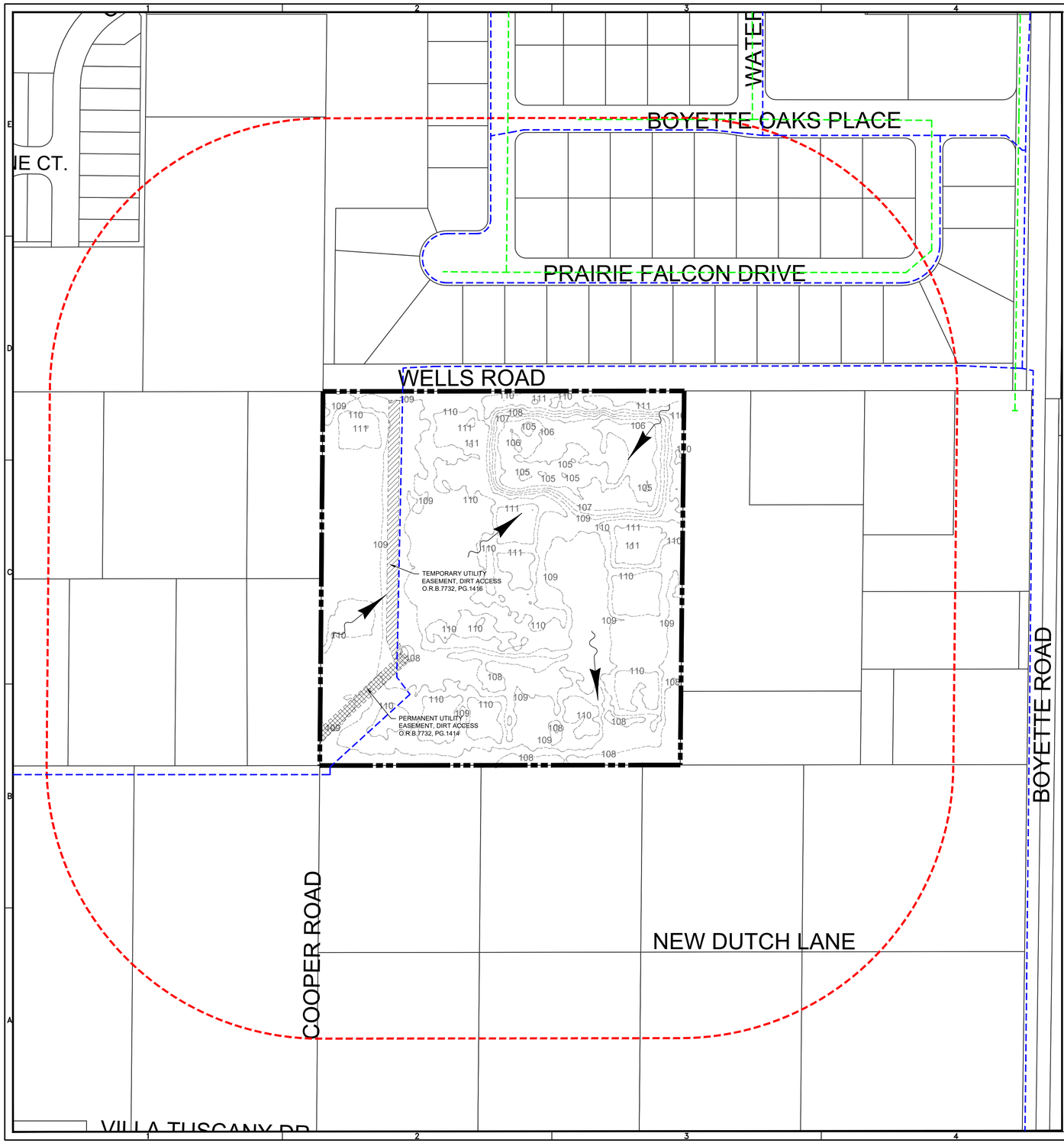

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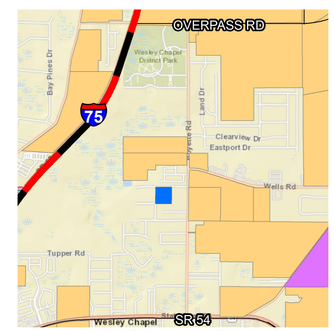
GRAPHIC SCALE: 1" = 100'

LEGEND

- Property Boundary
- 500' Property Boundary Offset
- Parcel Boundary
- Topographic Contours
- General Direction of Runoff
- Permanent Utility Easement
- Temporary Utility Easement
- Water Line
- Sewage Line



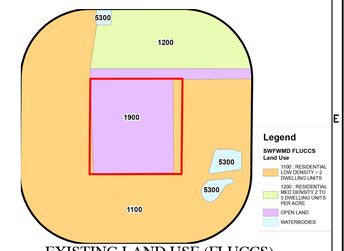
VICINITY MAP (N.T.S)

AERIAL (2023)

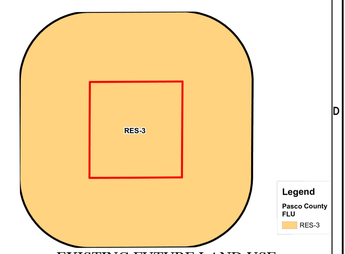
NOTES:

1. All existing easement(s) locations shown on boundary survey prepared by A&B Engineering Consultants, P.A.
2. The property is located within FEMA Flood Zone X.
3. There are no ecological corridors within the site.
4. There are no pre-development wetlands located within the property.
5. There are no Wellhead Protection Areas or Special Protection Areas located with the proposed development or within 1,000 feet of the proposed development.
6. Approximate distance to the nearest connection points for utilities:
   - Water: 0 LF
   - Reclaimed: 3,300 LF
   - Sewage: 600 LF

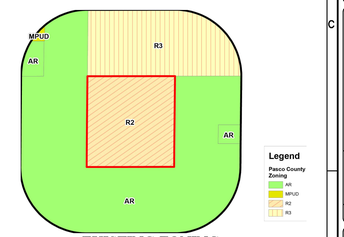
   (LF= Linear Feet)



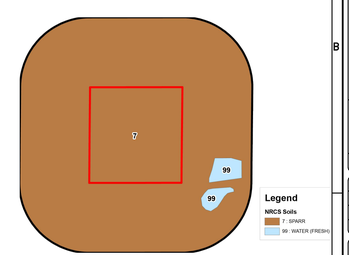
EXISTING LAND USE (FLUCCS)



EXISTING FUTURE LAND USE



EXISTING ZONING



EXISTING SOILS

Wetland Summary	
Pre-Development	**AC.**
Category I Wetlands	0.0
Category II Wetlands	0.0
Category III Wetlands	0.0
Total Existing Wetlands	**0.0**

Note: It is assumed that there are no wetlands within the property limits.

HEIDT DESIGN
Civil Engineering • Planning & GIS
Transportation Engineering
Ecological Services • Landscape Architecture
Engineering Business Certificate of Authorization No. 28762
Landscape Architecture Certificate of Authorization No. LC26000405
5904-A Hampton Oaks Pkwy.
Tampa, Florida 33610
Office: 813-253-5311
Fax: 813-464-7629
www.HeidtDesign.com

NEW HORIZONS MPUD PLAN SET

EXISTING CONDITIONS

PREPARED FOR: **SAV PROPERTY HOLDINGS, LLC**

DATE	DESCRIPTION
3/18/2026	MPUD Resubmittal
2/6/2026	MPUD Resubmittal
11/12/2025	MPUD Resubmittal
6/24/2024	MPUD Submittal

PROJECT NO: SAV-NH-1002
FILE:
DESIGN BY: SM
DRAWN BY: SM

R:\NEW HORIZONS\MASTER PLAN\COMMUNITY PLANNING\ZONING\CAD\NH-MPUD SHEET 2.DWG-L-701 2026/03/18 12:49 PM LORELA BESHIRI

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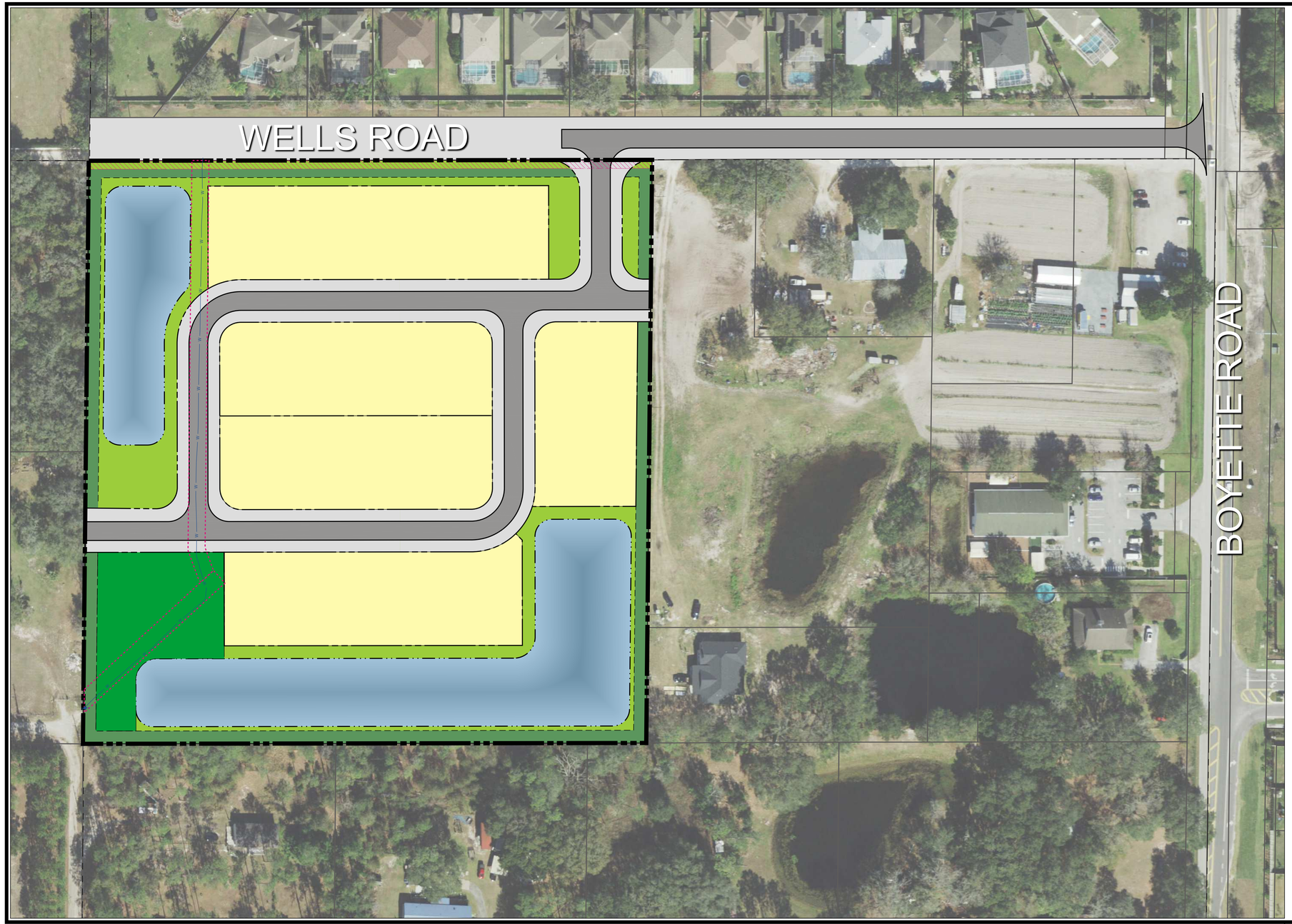

LEGEND

- PARCEL BOUNDARY - ±10.38 Ac.
- SINGLE FAMILY DETACHED UNITS
- PROPOSED ROADS
- RIGHT OF WAY DEDICATION (10')
- STORMWATER POND
- NEIGHBORHOOD PARK
- OPEN SPACE
- LANDSCAPE BUFFER
- BURIED 24" WATER TRANSMISSION LINE
- 20' UTILITY EASEMENT
- SURROUNDING PARCELS

New Horizons

Binding Conceptual Plan

SAV Property Holdings, LLC

Pasco County

DATE	DESCRIPTION	BY
03/17/26	Conceptual Site Plan 'P' - V.01a	LB

DATE: 03/17/2026 JOB #: SAV-NH-1001

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

SCALE: 1" = 60'

0 30 60 120

HALF SCALE 11" BY 17"

N

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Tampa, FL 33610
Phone: (813) 253-5311
www.HeidtDesign.com

R:\NEW HORIZONS\MASTER PLAN\LAND PLANNING\CONCEPTUAL LAYOUT\NH-CSP-P-V.01A-BINDING.DWG-MCOLOR CONCEPT 2024/02/06 2:39 PM LORELA BESHIR

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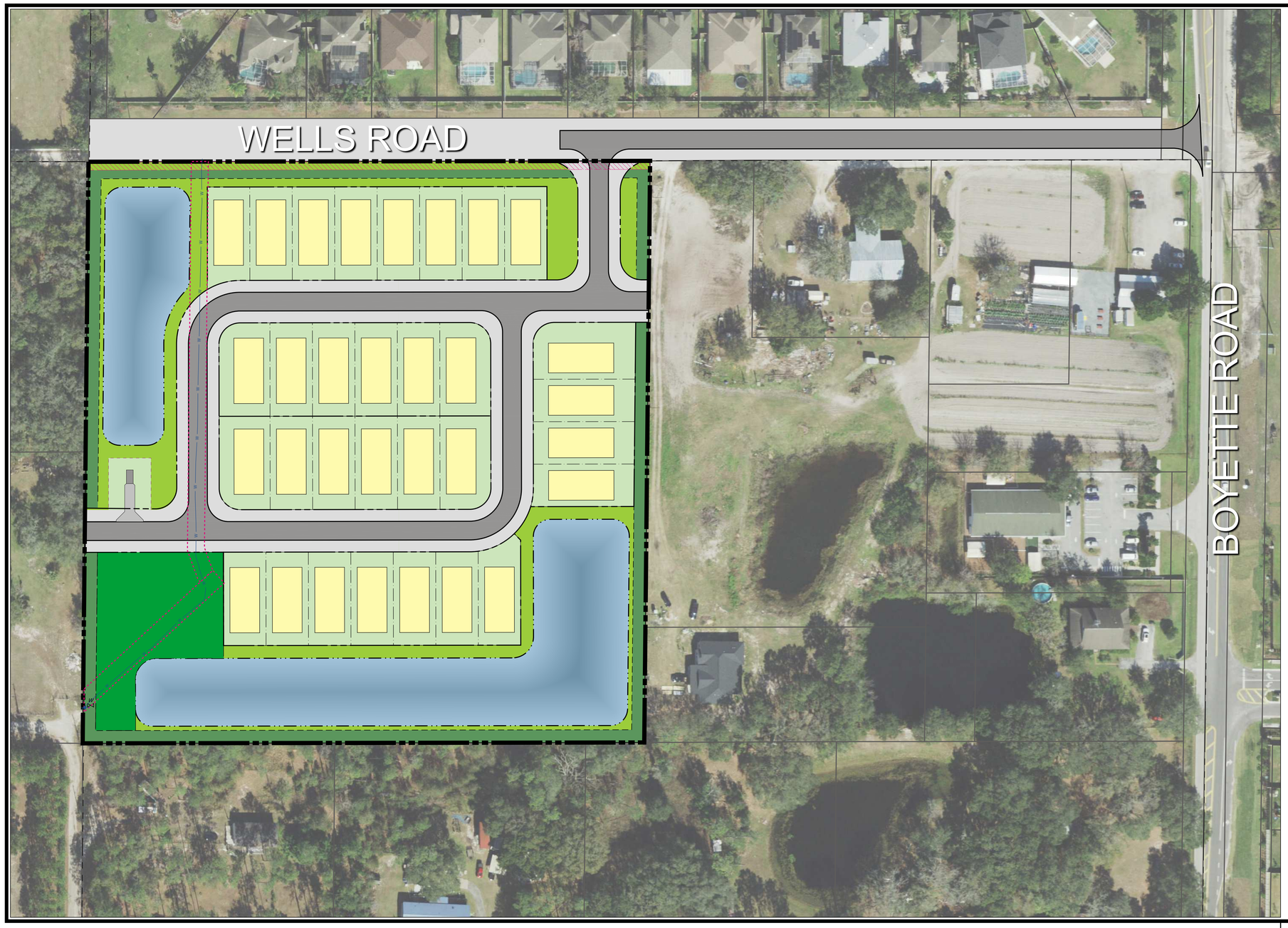

LEGEND

- PARCEL BOUNDARY - ±10.38 Ac.
- SINGLE FAMILY DETACHED UNITS
- PROPOSED ROADS
- RIGHT OF WAY DEDICATION (10')
- STORMWATER POND
- NEIGHBORHOOD PARK
- OPEN SPACE
- LANDSCAPE BUFFER
- BURIED 24" WATER TRANSMISSION LINE
- 20' UTILITY EASEMENT
- LIFT STATION
- SURROUNDING PARCELS

New Horizons

Non-Binding Conceptual Plan

SAV Property Holdings, LLC

Pasco County

DATE	DESCRIPTION	BY
03/17/26	Conceptual Site Plan 'P' - V.01a	LB

DATE: 03/17/2026 JOB #: SAV-NH-1001

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

SCALE: 1" = 60'

0 30 60 120

HALF SCALE 11" BY 17"

N

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Tampa, FL 33610
Phone: (813) 253-5311
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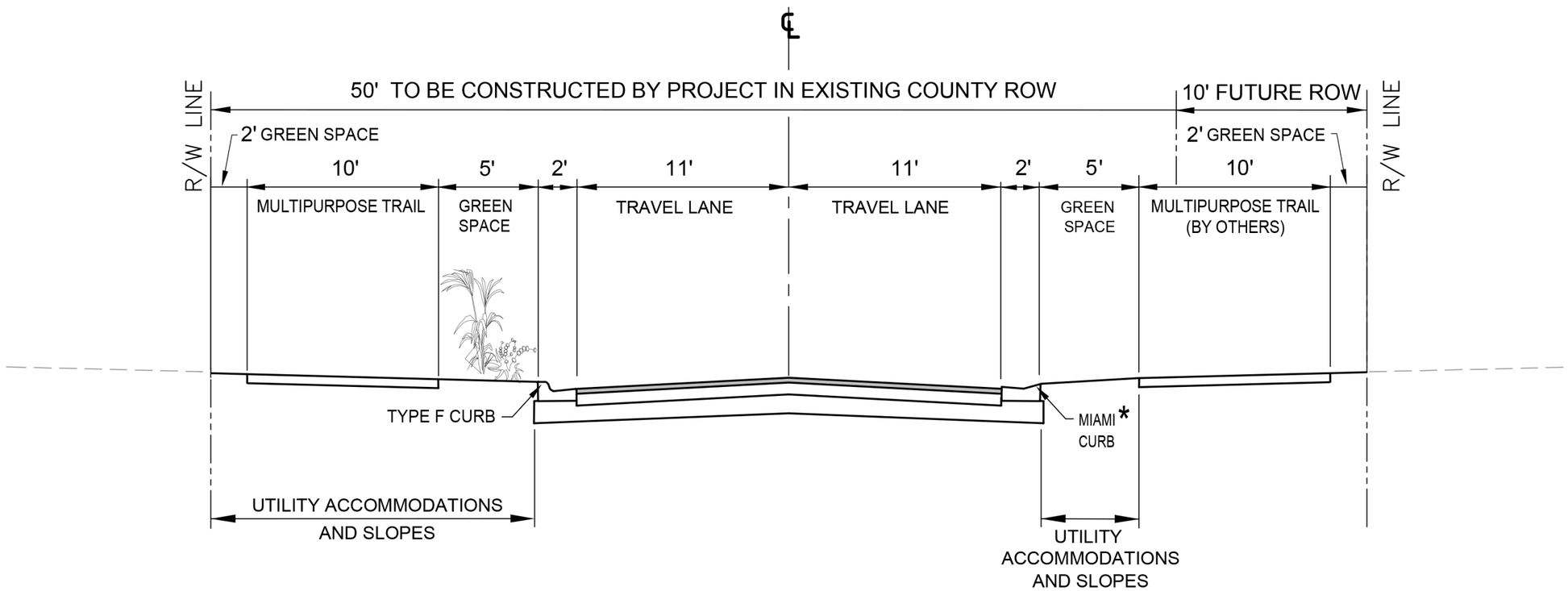
R:\NEW HORIZONS\MASTER PLAN\LAND PLANNING\CONCEPTUAL LAYOUT\NH-CSP-P-V.01A-NON-BINDING.DWG-MCOLOR CONCEPT 2024/02/06 2:39 PM LORELA BESHIR



TWO LANE UNDIVIDED IN URBAN/SUBURBAN AREA

NTS

60' R/W

* Miami Curb will be constructed initially adjacent to parcels 05-26-20-0000-00300-0040, 05-26-20-0000-00700-0011, 05-26-20-0000-00700-0010, 05-26-20-0000-00300-0000 only, generally the first 630' of Wells Road west of the Wells Road/Boyette Road intersection. If these parcels redevelop, the developer of these parcels will convey additional right-of-way, construct 10' multipurpose trail, and replace the Miami curb with Type F curb will at the parcel developer's expense.

Wells Road

Proposed Alternative to 80-ft Typical Section

Pasco County

Pasco County, FL

03/18/2025	Revised Road Cross Section	
03/16/2025	Revised Road Cross Section	
09/23/2025	Revised Road Cross Section	
03/20/2025	Revised Road Cross Section	
01/13/2025	Revised Road Cross Section	
11/12/2024	Revised Road Cross Section	By
Date:08/09/2024	Job #:	

Note:This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals. Additional drainage, floodplain, and tree analysis is required and may affect final unit totals and layout.

NOT TO SCALE

HEIDT DESIGN

EX PARTE SIGN-IN/DISCLOSURE FORM

***THIS FORM MUST BE COMPLETED PRIOR TO OR DURING ANY MEETING OR DISCUSSION WITH A MEMBER OF THE BOARD OF COUNTY COMMISSIONERS OR PLANNING COMMISSION ("LOCAL PUBLIC OFFICIAL") RELATING TO ANY QUASI-JUDICIAL MATTER THAT MAY BE CONSIDERED BY SUCH BODIES, INCLUDING REZONINGS, ZONING AMENDMENTS, VARIANCES, ALTERNATIVE STANDARDS, CONDITIONAL USES, AND SPECIAL EXCEPTIONS.**

FAILURE TO COMPLETE THIS FORM, OR SUPPLY CORRECT INFORMATION, MAY RESULT IN THE LOCAL PUBLIC OFFICIAL'S REFUSAL TO CONDUCT THE MEETING OR DISCUSSION, OR FUTURE MEETINGS OR DISCUSSIONS.

Name of Local Public Official Attending Meeting/Discussion: Commissioner Yeager

Date of Meeting/Discussion: 3/23/2026 Location of Meeting/Discussion: West Pasco Government Center

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
Barbara L. Wilhite	727-942-0733	Barbara@wilhitelaw.net	Land Use Attorney
Christie Barreiro		christieb@heidtdesign.com	Planner

Application/Matter Being Discussed (include name and public hearing date, if known):
New Horizons RZ-7858

County Staff Contact Person For Application: Kurt Siverson

Specific Topics/Issues Being Discussed. Check all that apply:

x	Traffic/access/transportation mitigation		Noise/odor
	Environmental/wetlands	x	Aesthetics/landscaping
x	Compatibility of uses		Legal
x	Density/intensity		Schools
	Economic		Parks
x	Utilities		Libraries
x	Drainage/stormwater		Fire/EMS/police/public safety
	Other:		Other:

Any written materials, diagrams, plans, or pictures presented to the Local Public Official will be (must check at least one):

	Provided in the same form to County Staff prior to the public hearing for inclusion in the record of the public hearing.
	Provided to the Local Public Official and attached to this disclosure form for inclusion in the record of the public hearing.
x	Presented in the same form at the public hearing.
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---

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Name of Local Public Official Attending Meeting/Discussion: Commissioner Mariano

Date of Meeting/Discussion: 02/02/2026 Location of Meeting/Discussion: West Pasco Government Center

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
Barbara L. Wilhite	727-942-0733	Barbara@wilhitelaw.net	Land Use Attorney
Christie Barreiro		cbarreiro@heidtdesign.com	Planner

Application/Matter Being Discussed (include name and public hearing date, if known):
New Horizons MPUD (RZ-7858)

County Staff Contact Person For Application: Kurt Siverson

Specific Topics/Issues Being Discussed. Check all that apply:

x	Traffic/access/transportation mitigation		Noise/odor
	Environmental/wetlands	x	Aesthetics/landscaping
x	Compatibility of uses		Legal
x	Density/intensity		Schools
	Economic		Parks
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Name of Local Public Official Attending Meeting/Discussion: Commissioner Weightman

Date of Meeting/Discussion: 2/11/2026 Location of Meeting/Discussion: Historic Courthouse

Dade City

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
Barbara L. Wilhite	727-942-0733	Barbara@wilhitelaw.net	Land Use Attorney
Christie Barreiro		christieb@heidtdesign.com	Engineer

Application/Matter Being Discussed (include name and public hearing date, if known):
New Horizons RZ-7858

County Staff Contact Person For Application: Kurt Siverson

Specific Topics/Issues Being Discussed. Check all that apply:

x	Traffic/access/transportation mitigation		Noise/odor
	Environmental/wetlands	x	Aesthetics/landscaping
x	Compatibility of uses		Legal
x	Density/intensity		Schools
	Economic		Parks
x	Utilities		Libraries
x	Drainage/stormwater		Fire/EMS/police/public safety
	Other:		Other:

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Name of Local Public Official Attending Meeting/Discussion: Commissioner Oakley

Date of Meeting/Discussion: 1/29/2026 Location of Meeting/Discussion: Historic Courthouse

Dade City

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
Barbara L. Wilhite	727-942-0733	Barbara@wilhitelaw.net	Land Use Attorney
Christie Barriero		christieb@heidtdesign.com	Planner

Application/Matter Being Discussed (include name and public hearing date, if known):
New Horizons RZ-7858

County Staff Contact Person For Application: Kurt Siverson

Specific Topics/Issues Being Discussed. Check all that apply:

x	Traffic/access/transportation mitigation		Noise/odor
	Environmental/wetlands	x	Aesthetics/landscaping
x	Compatibility of uses		Legal
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Name of Local Public Official Attending Meeting/Discussion: Commissioner Starkey

Date of Meeting/Discussion: 3/4/2026 Location of Meeting/Discussion: West Pasco

Government Center New Port Richey

Parties Attending Meeting/Discussion (additional parties provide information on back of this form):

Name	Phone Number	Organization/Client	Area of Expertise (if applicable)
Barbara L. Wilhite	727-942-0733	Barbara@wilhitelaw.net	Land Use Attorney
Christie Barreiro		cbarreiro@heidtdesign.com	Planner

Application/Matter Being Discussed (include name and public hearing date, if known):
New Horizons RZ-7858

County Staff Contact Person For Application: Kurt Siverson

Specific Topics/Issues Being Discussed. Check all that apply:

x	Traffic/access/transportation mitigation		Noise/odor
	Environmental/wetlands	x	Aesthetics/landscaping
x	Compatibility of uses		Legal
x	Density/intensity		Schools
	Economic		Parks
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AFFIDAVIT ATTESTING TO PUBLIC NOTICING

STATE OF FLORIDA
COUNTY OF PASCO

Barbara L. Wilhite, that I am, we are, the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Numbers (List All): 05-26-20-0000-00300-0020

That this property constitutes the property for which a variance(s) and or development approval is requested according to Project Name and Project Number and Variance(s) is listed below:

Project Name: New Horizons

Project Number: (RZ-7858)

That attached is the following:

X Certificate of Mailing for which public hearing notices were mailed on 01/22/2026

X Photos showing the placement of the public hearing sign posted on the property on 01/22/2026

Barbara L. Wilhite, Agent of Record

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of January, 2026, by Barbara L. Wilhite. She is personally known to me or has produced _____ as identification.

My Commission Expires: 8/4/2029

Notary Public
Jocelyn Taylor

JOCELYN TAYLOR
Notary Public
State of Florida
Comm# HH706454
Expires 8/4/2029

BARBARA L. WILHITE, P.A.

ATTORNEY AT LAW

6327 Grand Boulevard
New Port Richey, FL 34652

Barbara L. Wilhite, P.A.
Barbara @wilhitelaw.net

TELEPHONE: (727)-942-0733
FAX: (727) 944-3711

January 22, 2026

RE: New Horizons MPUD (RZ-7858)
Parcel I.D. No(s): 05-26-20-0000-00300-0020

Dear Property Owner:

This letter is to notify you that a Rezoning Application (RZ-7858) has been filed in the name of the property owner, SAV Property Holdings LLC (New Horizons MPUD), to amend from the R-2 (Low Density Residential) zoning district to the Master Planned Unit Development (MPUD) zoning district to allow for development of a maximum of 31 platted, single family detached homes.

The MPUD is generally located 0.1 miles west of Boyette Road and 1 mile north of State Road 54 and contains approximately 10.38 acres m.o.l.

The public hearings for the consideration of this application will be held as follows:

Planning Commission RZ-7858	**02/05/2026**	**Historic Courthouse 37918 Meridian Avenue Dade City, FL 33525**	**1:30 p.m.**
Board of County Commissioners RZ-7858	**03/10/2026**	**Historic Courthouse 37918 Meridian Avenue Dade City, FL 33525**	**1:30 p.m.**

The application and all supporting documentation on file regarding the Rezoning Application can be viewed by contacting, Kurt Siverson, Planner II – Planning Services, Planning, Development, and Economic Growth Department, 8731 Citizens Drive, Suite 200, New Port Richey, FL 34644; 727-380-2689; ksiverson@pascocountyfl.net.

If you are in opposition to the above-stated application, you will need competent, substantial evidence presented to support your opposition. Any person desiring to appeal any decision made by the Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

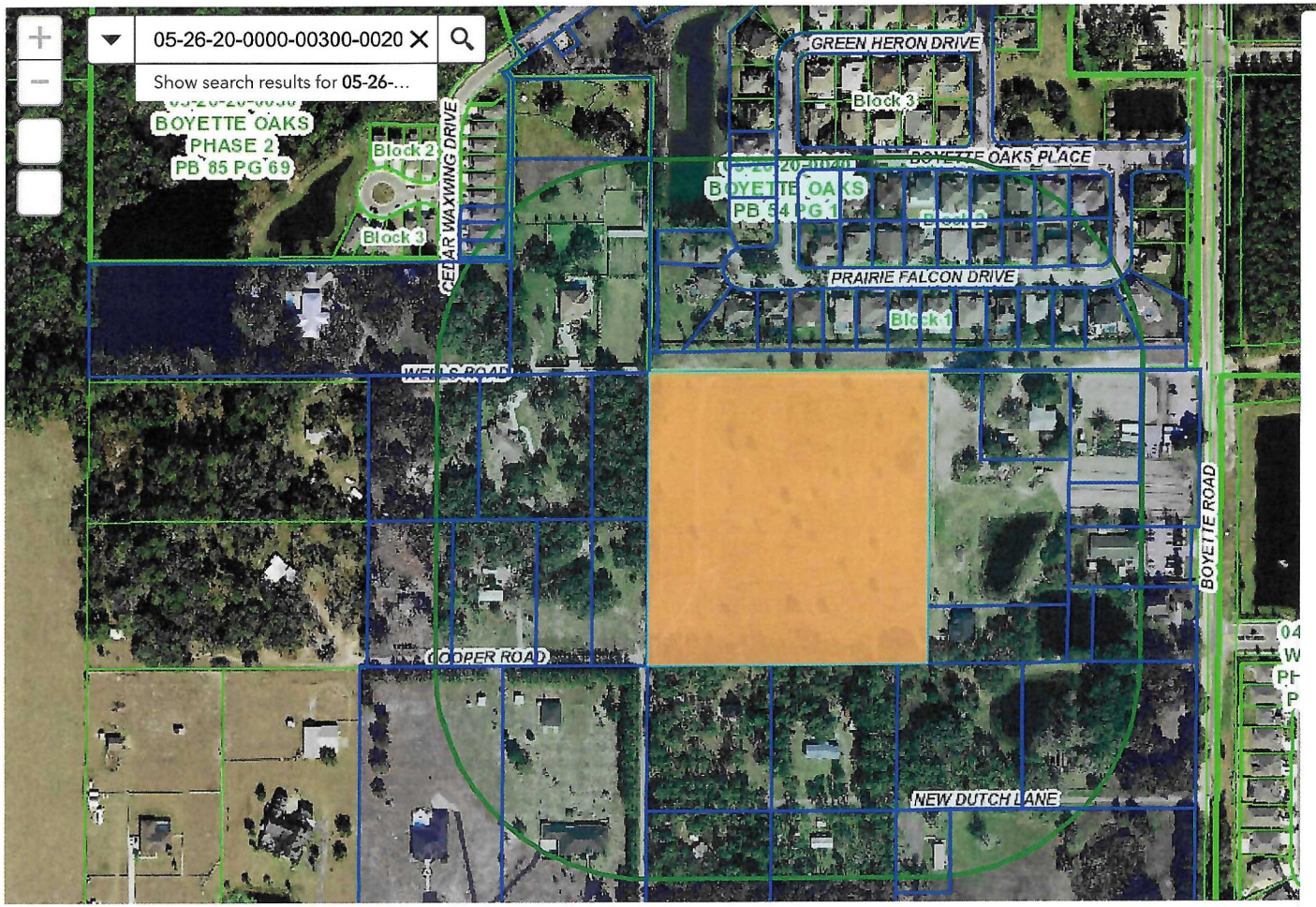
On occasion, applications may be continued. It is your responsibility to contact this office or the above-contact at the County to confirm the above-scheduled public hearing dates.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact either the Pasco County Customer Service Center, 8731 Citizens Drive, New Port Richey, FL 34654, (727) 847-2411 (V) or the Pasco County Risk Management Office, 7536 State Street, New Port Richey, FL 34654, (727) 847-8028 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

Very truly yours,

Barbara L. Wilhite

Mike Wells Pasco County Property Appraiser



Public Notification

Select or search for a feature in the map

05-26-20-0000-00300-0020

Apply a search distance

500 Feet

Addressee Layer

Address

Format

Comma-separated values (CSV)

71 addressees found; do you want to continue?

Review Download

0 150 300ft

28.256 -82.320 Degrees

RZ-7858

62 Total

Parcel	Name 1	Name 2	Address 1	Address 2	City
05-26-20-0050-00100-0020	AHI BORROWER LP		23975 PARK SORRENTO STE 300		CALABASAS, CA 91302
05-26-20-0000-00500-0000	ALFONSO KEVIN J & MICHELLE L		29628 VILLA TUSCANY DR		WESLEY CHAPEL, FL 33545-3809
05-26-20-0000-00500-0040	ANEL LIVING TRUST	ANEL RAYMOND L &	29704 VILLA TUSCANY DR		WESLEY CHAPEL, FL 33545-3820
05-26-20-0000-00500-0025	AVDD FLORIDA EAST LLC		29544 VILLA TUSCANY DR		WESLEY CHAPEL, FL 33545-3800
05-26-20-0000-00500-0021	BENSON JERRY GLEN		3533 RHAPSODY ST		SAINT CLOUD, FL 34772-8259
05-26-20-0040-00200-0110	BONNIE REAL ESTATE & PROPERTY MANAGEMENT LI		29823 PRAIRIE FALCON DR		WESLEY CHAPEL, FL 33545-3899
05-26-20-0000-00300-0040	BOYETTE CALVIN CLEO & BOYETTE KAREN SUE		29908 WELLS RD		ZEPHYRHILLS, FL 33545-3834
05-26-20-0000-00700-0010	BOYETTE CALVIN CLEO & DEBRA GAIL		29908 WELLS RD		WESLEY CHAPEL, FL 33545-3834
05-26-20-0000-00300-0050	BOYETTE CARLEY WEGNER &	BROOKS CALVIN	6611 BOYETTE RD		WESLEY CHAPEL, FL 33545-3882
05-26-20-0040-0B200-0000	BOYETTE OAKS HOMEOWNER'S ASSOCIATION INC		5844 OLD PASCO RD STE 100		WESLEY CHAPEL, FL 33544-4010
05-26-20-0050-00D00-0000	BOYETTE OAKS PHASE II HOMEOWNERS ASSOCIATI(		280 PILOT RD		LAS VEGAS, NV 89119
05-26-20-0040-00100-0090	CALLOWAY SHAWN & DEIDRA		29850 PRAIRIE FALCON DR		WESLEY CHAPEL, FL 33545-3898
05-26-20-0040-00200-0030	CINGORANELLI PATRICK & SANDRA		29906 BOYETTE OAKS PL		WESLEY CHAPEL, FL 33545-3891
05-26-20-0040-00200-0050	COX TAYLOR & HAVEN		29846 BOYETTE OAKS PL		WESLEY CHAPEL, FL 33545
05-26-20-0000-00600-0030	CURTIS RONALD D		29817 NEW DUTCH LN		WESLEY CHAPEL, FL 33545-3839
05-26-20-0040-00200-0070	DAILY DAVID & PAMELA		29830 BOYETTE OAKS PL		ZEPHYRHILLS, FL 33545-3889
05-26-20-0000-00500-0022	DEATHE MARY A		29643 COOPER RD		WESLEY CHAPEL, FL 33545
05-26-20-0040-00100-0140	DICKERSON STANLEY B &	ROSILYN R	29810 PRAIRIE FALCON DR		WESLEY CHAPEL, FL 33545-3898
05-26-20-0040-00200-0150	EKECHI MATTHEW & ROSELINE		29855 PRAIRIE FALCON DR		WESLEY CHAPEL, FL 33545-3899
05-26-20-0000-00300-0060	EXCELLENT PRESCHOOLS LLC		35394 PLATT RD		DADE CITY, FL 33523
05-26-20-0040-00200-0040	GANIE INTIKHAB SULIMAN & SHARMEELE		29854 BOYETTE OAKS PL		WESLEY CHAPEL, FL 33545-3889
05-26-20-0000-00500-0013	GRINER TIMMETHY C & CHERYL B		29628 WELLS RD		ZEPHYRHILLS, FL 33545-3828
05-26-20-0040-00100-0110	GUIDERA CASEY & ERIN		29834 PRAIRIE FALCON DR		WESLEY CHAPEL, FL 33545-3898
05-26-20-0040-00100-0150	HILTON MICHAEL P		29802 PRAIRIE FALCON DR		WESLEY CHAPEL, FL 33545-3898
05-26-20-0000-00600-0060	HOLBROOK LIVING TRUST	HOLBROOK BARBAI	29818 NEW DUTCH LN		WESLEY CHAPEL, FL 33545
05-26-20-0040-00100-0180	HPA BORROWER 2020-2 ML LLC		120 S RIVERSIDE PLZ STE 2000		CHICAGO, IL 60606
05-26-20-0040-00200-0140	JUSTICE CAROL C		29847 PRAIRIE FALCON DR		WESLEY CHAPEL, FL 33545-3899
05-26-20-0000-00500-0011	KENNEDY TIMOTHY R & REGINA SUE		103 CATHY ST		ELIZABETHTOWN, KY 42701-2644
05-26-20-0000-00600-0040	LLANOS LUIS & ANNA		29801 NEW DUTCH LN		WESLEY CHAPEL, FL 33545-3839
05-26-20-0040-00100-0100	LOPEZ STEVEN & JEANETTE		29842 PRAIRIE FALCON DR		WESLEY CHAPEL, FL 33545-3898
05-26-20-0000-00600-0020	LUCADO JOHN W		PO BOX 7357		WESLEY CHAPEL, FL 33545-0105
05-26-20-0000-00600-0010	LUCADO JOHN W &	LUCADO MILDRED (	6553 BOYETTE ROAD		WESLEY CHAPEL, FL 33545
05-26-20-0040-00200-0160	MARSHALL GILBERT LOGAN JR & THERESA E		29907 PRAIRIE FALCON DR		WESLEY CHAPEL, FL 33545-3924
05-26-20-0000-00400-0000	MELODINI LIVING TRUST	MELODINI G J & DEE	29629 WELLS RD		WESLEY CHAPEL, FL 33545-3829
05-26-20-0000-00500-0014	MODOLO JOACHIM & AROZENA MAITANE		29646 WELLS RD		WESLEY CHAPEL, FL 33545-3828
05-26-20-0000-00600-0050	MOORE JEFFREY S & DEBRA S		29800 NEW DUTCH LN		WESLEY CHAPEL, FL 33545-3838

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05-26-20-0040-00100-0080	MOSS LEWIS C JR & SHARON P	29902 PRAIRIE FALCON DR	WESLEY CHAPEL, FL 33545-3923
05-26-20-0040-00200-0060	MURIEL JONATHAN & BRIANNA DABREO	29838 BOYETTE OAKS PL	WESLEY CHAPEL, FL 33545
05-26-20-0040-00100-0210	NUNEZ MODESTO & DULCE	6823 GREEN HERON DR	WESLEY CHAPEL, FL 33545-3894
05-26-20-0000-00400-0010	OSPINA FERNANDO G LIV TR & L OSPINA FERNANDO	29711 WELLS RD	WESLEY CHAPEL, FL 33545
05-26-20-0040-49900-0000	PASCO COUNTY	FACILITIES MANAGEMENT DEPT 7220 OSTE	NEW PORT RICHEY, FL 34653-2359
05-26-20-0040-00200-0090	PATHIRANAGE SEEMANANDA I & MEDAGAMA JINALI	29812 BOYETTE OAKS PL	WESLEY CHAPEL, FL 33545
05-26-20-0040-00100-0070	PITTANO JOSEPH SCOTT & LYDIA	29910 PRAIRIE FALCON DR	WESLEY CHAPEL, FL 33545
05-26-20-0040-00100-0130	REZABEK MICHAEL E & KAREN L	29818 PRAIRIE FALCON DR	WESLEY CHAPEL, FL 33545-3898
05-26-20-0040-00200-0130	ROSSI BRUCE A	29839 PRAIRIE FALCON DR	WESLEY CHAPEL, FL 33545-3899
05-26-20-0040-00100-0170	RUSSELL ERIC & KIMBERLY REV RUSSELL THOMAS &	29744 PRAIRIE FALCON DR	WESLEY CHAPEL, FL 33545
05-26-20-0040-00200-0180	RYAN CHERYL L	29925 PRAIRIE FALCON DR	WESLEY CHAPEL, FL 33545-3924
05-26-20-0040-00200-0010	SAMANIEGO GEORGE	29922 BOYETTE OAKS PL	WESLEY CHAPEL, FL 33545-3891
05-26-20-0040-00100-0050	SANGAR INDIRA K & DEVINDRA	29924 PRAIRIE FALCON DR	WESLEY CHAPEL, FL 33545-3923
05-26-20-0000-00600-0080	SAV PROPERTY HOLDING LLC	29711 WELLS ROAD	WESLEY CHAPEL, FL 33545
05-26-20-0040-00100-0200	SHERMAN JASON & JOELISA	6815 GREEN HERON DR	WESLEY CHAPEL, FL 33545-3894
05-26-20-0040-00100-0040	SHIWBALAK KIRTCHAND & ANN E	29932 PRAIRIE FALCON DR	WESLEY CHAPEL, FL 33545-3923
05-26-20-0040-00200-0170	SHULTZ MICHAEL SCOTT & MEGUMI	PSC 480 BOX 2295	APO, AE 09128
05-26-20-0040-00200-0080	SKARIAH MATHEW & MATHEW MARIAMMA	6934 GREEN HERON DR	WESLEY CHAPEL, FL 33545
05-26-20-0040-00100-0120	SLOAN-DAVIS JAKEA & DAVIS VINCENT	29826 PRAIRIE FALCON DR	WESLEY CHAPEL, FL 33545-3898
05-26-20-0000-00300-0010	STOKES KYLE MICHAEL & LACI BOYETTE	29812 WELLS RD	WESLEY CHAPEL, FL 33545
05-26-20-0040-00200-0100	THIELECKE CONNIE SUE & HANSEN THOMAS ADAM	29815 PRAIRIE FALCON DR	WESLEY CHAPEL, FL 33545-3899
05-26-20-0040-00100-0160	VOLK ANDREA LEA	1640 OAK FARM DR APT 2003	ALPHARETTA, GA 30005-1541
05-26-20-0040-00200-0120	WHITTAKER DAVID J & LINDA L	29831 PRAIRIE FALCON DR	WESLEY CHAPEL, FL 33545-3899
05-26-20-0040-00100-0190	WHITTICK IDI N & SOPHIA G	6805 GREEN HERON DR	WESLEY CHAPEL, FL 33545-3894
05-26-20-0040-00100-0060	WILLIAMS JEVON A & ERMEAV-WILLIAMS	29918 PRAIRIE FALCON DR	WESLEY CHAPEL, FL 33545-3923
05-26-20-0040-00200-0020	WILSON JANE E	29914 BOYETTE OAKS PL	WESLEY CHAPEL, FL 33545-3891

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UNITED STATES POSTAL SERVICE
0000

U.S. POSTAGE PAID
NEW PORT RICHEY, FL
34653
JAN 22, 26
AMOUNT
$29.40
S2324N500717-4

UNITED STATES POSTAL SERVICE
0000

U.S. POSTAGE PAID
NEW PORT RICHEY, FL
34653
JAN 22, 26
AMOUNT
$14.00
S2324N500717-4

NEW PORT RICHEY, FL USPS 34653 JAN 22 2026

PUBLIC HEARINGS

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

App. No. RZ-7858

Project Type: REZONING

This a request to rezone from R2 to Master Planned Unit Development (MPUD) for a maximum of 31 single family detached units.

Planning Commission

02/05/26 1:30 p.m.

Historic Courthouse, 37918 Meridian Avenue, Dade City

Board of County Commissioners

03/10/26 1:30 p.m.

Historic Courthouse, 37918 Meridian Avenue, Dade City

Planning@MyPasco.net / 727-847-8140

Hearing/Voice Impaired Call 711

MyPasco.net/MeetingAgendas

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Hearing/Voice Impaired Call 711

MyPasco.net/MeetingAgendas

PUBLIC HEARINGS
PASCO
App. No. RZ-7858
Project Type: REZONING
This a request to rezone from R2 to Master Planned Unit Development (MPUD) for a maximum of 31 single family detached units.
Planning Commission
02/05/26 1:30 p.m.
Board of County Commissioners
03/10/26 1:30 p.m.
PRIVATE PROPERTY
LAND FOR SALE
813-263-8602
ALCIDES MARTINEZ, REALTOR
FUTURE HOME REALTY

AFFIDAVIT ATTESTING TO PUBLIC NOTICING

STATE OF FLORIDA
COUNTY OF PASCO

Barbara L. Wilhite, that I am, we are, the owner(s) and record title holder(s) or the authorized representative for same of the following described property:

Parcel Identification Numbers (List All): 05-26-20-0000-00300-0020

That this property constitutes the property for which a variance(s) and or development approval is requested according to Project Name and Project Number and Variance(s) is listed below:

Project Name: New Horizons MPUD

Project Number: RZ-7858

That attached is the following:

X Certificate of Mailing for which public hearing notices were mailed on 03/26/2026

X Photos showing the placement of the public hearing sign posted on the property on 03/24/2026

Barbara L. Wilhite, Agent of Record

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of March, 2026, by Barbara L. Wilhite.

She is personally known to me or has produced _____ as identification.

My Commission Expires: 8/4/2029

Notary Public
Jocelyn Taylor

JOCELYN TAYLOR
Notary Public
State of Florida
Comm# HH706454
Expires 8/4/2029

BARBARA L. WILHITE, P.A.

ATTORNEY AT LAW
6327 Grand Boulevard
New Port Richey, FL 34652

Barbara L. Wilhite, P.A.
Barbara @wilhitelaw.net

TELEPHONE: (727)-942-0733
FAX: (727) 944-3711

March 26, 2026

RE: New Horizons MPUD (RZ-7858)
Parcel I.D. No(s): 05-26-20-0000-00300-0020

Dear Property Owner:

This letter is to notify you that a Rezoning Application (RZ-7858) has been filed in the name of the property owner, SAV Property Holdings LLC (New Horizons MPUD), to amend from the R-2 (Low Density Residential) zoning district to the Master Planned Unit Development (MPUD) zoning district to allow for development of a maximum of 31 platted, single family detached homes.

The MPUD is generally located 0.1 miles west of Boyette Road and 1 mile north of State Road 54 and contains approximately 10.38 acres m.o.l.

The public hearings for the consideration of this application will be held as follows:

Planning Commission RZ-7858	**04/09/2026**	**Historic Courthouse 37918 Meridian Avenue Dade City, FL 33525**	**1:30 p.m.**
Board of County Commissioners RZ-7858	**05/05/2026**	**Historic Courthouse 37918 Meridian Avenue Dade City, FL 33525**	**1:30 p.m.**

The application and all supporting documentation on file regarding the Rezoning Application can be viewed by contacting, Kurt Siverson, Planner II – Planning Services, Planning, Development, and Economic Growth Department, 8731 Citizens Drive, Suite 200, New Port Richey, FL 34644; 727-380-2689; ksiverson@pascocountyfl.net.

If you are in opposition to the above-stated application, you will need competent, substantial evidence presented to support your opposition. Any person desiring to appeal any decision made by the Board of County Commissioners with respect to any matter considered at any meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

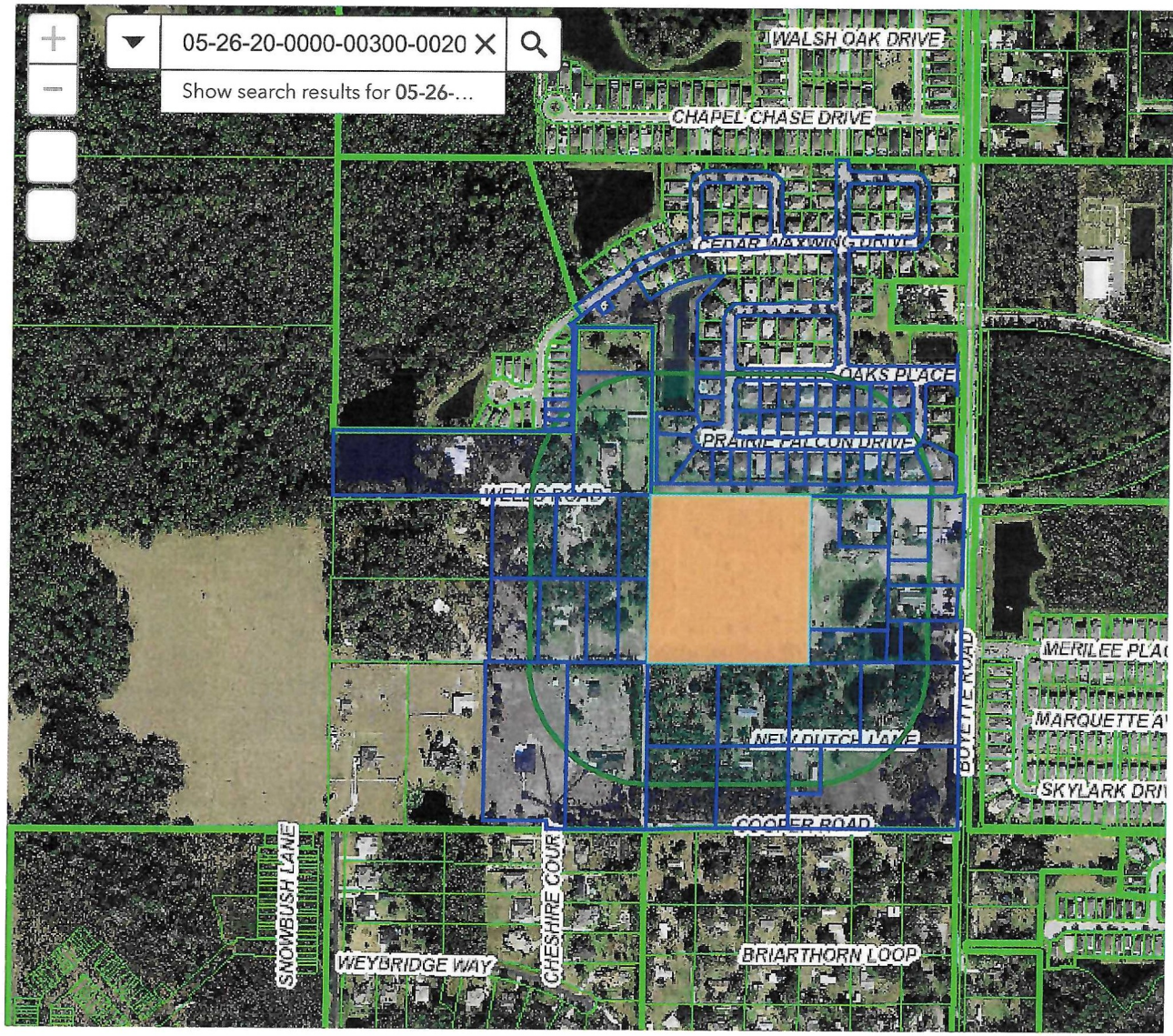
On occasion, applications may be continued. It is your responsibility to contact this office or the above-contact at the County to confirm the above-scheduled public hearing dates.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact either the Pasco County Customer Service Center, 8731 Citizens Drive, New Port Richey, FL 34654, (727) 847-2411 (V) or the Pasco County Risk Management Office, 7536 State Street, New Port Richey, FL 34654, (727) 847-8028 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

Very truly yours,

Barbara L. Wilhite

Mike Wells Pasco County Property Appraiser



Public Notification

Select or search for a feature in the map

05-26-20-0000-00300-0020

Apply a search distance

500 Feet

Addressee Layer

Address

Format

Comma-separated values (CSV)

71 addressees found; do you want to continue?

Review Download

0 300 600ft

28.261 -82.311 Degrees

RZ-7858

62 Total

Parcel	Name 1	Name 2	Address 1	Address 2	City
05-26-20-0050-00100-0020	AHI BORROWER LP		23975 PARK SORRENTO STE 300		CALABASAS, CA 91302
05-26-20-0000-00500-0000	ALFONSO KEVIN J & MICHELLE L		29628 VILLA TUSCANY DR		WESLEY CHAPEL, FL 33545-3809
05-26-20-0000-00500-0040	ANEL LIVING TRUST	ANEL RAYMOND L &	29704 VILLA TUSCANY DR		WESLEY CHAPEL, FL 33545-3820
05-26-20-0000-00500-0020	AVDD FLORIDA EAST LLC		29544 VILLA TUSCANY DR		WESLEY CHAPEL, FL 33545-3800
05-26-20-0000-00500-0025	AVDD FLORIDA EAST LLC		29544 VILLA TUSCANY DR		WESLEY CHAPEL, FL 33545-3800
05-26-20-0000-00500-0021	BENSON JERRY GLEN		3533 RHAPSODY ST		SAINT CLOUD, FL 34772-8259
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05-26-20-0000-00600-0030	CURTIS RONALD D		29817 NEW DUTCH LN		WESLEY CHAPEL, FL 33545-3839
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05-26-20-0000-00600-0070	FREEDOM CENTER INC		28872 PERILLI PLANCE		WESLEY CHAPEL, FL 33543
05-26-20-0000-00600-0080	FREEDOM CENTER INC		28872 PERILLI PLANCE		WESLEY CHAPEL, FL 33543
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RZ-7858

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05-26-20-0040-00100-0130	REZABEK MICHAEL E & KAREN L	29818 PRAIRIE FALCON DR	WESLEY CHAPEL, FL 33545-3898
05-26-20-0040-00200-0130	ROSSI BRUCE A	29839 PRAIRIE FALCON DR	WESLEY CHAPEL, FL 33545-3899
05-26-20-0040-00100-0170	RUSSELL ERIC & KIMBERLY REVOCABLE RUSSELL THOMAS &	29744 PRAIRIE FALCON DR	WESLEY CHAPEL, FL 33545
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05-26-20-0040-00200-0100	STOFF KRISTEN N	29815 PRAIRIE FALCON DR	WESLEY CHAPEL, FL 33545
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05-26-20-0040-00100-0190	WHITTICK IDI N & SOPHIA G	6805 GREEN HERON DR	WESLEY CHAPEL, FL 33545-3894
05-26-20-0040-00100-0060	WILLIAMS JEVON A & ERMEAV-WILLIAMS	29918 PRAIRIE FALCON DR	WESLEY CHAPEL, FL 33545-3923
05-26-20-0040-00200-0020	WILSON JANE E	29914 BOYETTE OAKS PL	WESLEY CHAPEL, FL 33545-3891

24 pg 2

UNITED STATES POSTAL SERVICE

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U.S. POSTAGE PAID
NEW PORT RICHEY, FL
34653
MAR 26, 26
AMOUNT
$26.60
S2324N504773-55

NEW PORT RICHEY, FL
MAR 26 2026
USPS-34653

UNITED STATES POSTAL SERVICE

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U.S. POSTAGE PAID
NEW PORT RICHEY, FL
34653
MAR 26, 26
AMOUNT
$16.80
S2324N504773-55

NEW PORT RICHEY, FL
MAR 26 2026
USPS-34653

PUBLIC HEARINGS

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

App. No. RZ-7858

Project Type: REZONING

This a request to rezone from R2 to Master Planned Unit Development (MPUD) for a maximum of 31 single family detached units.

Planning Commission

04/09/26 **1:30 p.m.**

Historic Courthouse, 37918 Meridian Avenue, Dade City

Board of County Commissioners

05/05/26 **1:30 p.m.**

Historic Courthouse, 37918 Meridian Avenue, Dade City

Planning@MyPasco.net / 727-847-8140

Hearing/Voice Impaired Call 711

MyPasco.net/MeetingAgendas

PRIVATE PROPERTY
PUBLIC HEARINGS
PASCO COUNTY, FLORIDA
App. No. RZ-7858
Project Type: REZONING
This a request to rezone from R2 to Master Planned Unit Development (MPUD) for a maximum of 33 single family detached units.
Planning Commission
04/09/26 1:30 p.m.
Board of County Commissioners
05/05/26 1:30 p.m.
LA
FOR
813-26
ALCIDES M
REAI
FUTURE HO

72880

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter PDE26-019 was published in said newspaper by print in the issues of 01/21/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **01/21/2026**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

NOTICE OF PUBLIC HEARING ON A REZONINGS FOR PROPERTIES LOCATED IN PASCO COUNTY

PUBLIC NOTICE is hereby given that the Pasco County Planning Commission will hold a public hearing on **Thursday, February 5, 2026, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, at 1:30 p.m.**, and that the Pasco County Board of County Commissioners will hold a public hearing on **Tuesday, March 10, 2026, at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, at 1:30 p.m.**, to consider applications for rezoning and/or conditional use pursuant to the provisions of the Pasco County Land Development Code, Chapter 400. All hearings will be conducted at the stated time or as soon thereafter as is practical on the following application(s):

1. SAV Property Holdings LLC/New Horizon MPUD (RZ-7858) petition for a rezoning from an R-2 Low Density Residential District to an MPUD Master Planned Unit Development District for a parcel located south of Wells Road, approximately 640 feet west of Boyette Road (aka 05-26-20-0000-00300-0020).

2. Kenton Road Commercial LLC/Kenton Road Commercial CC MPUD (RZ-7872) petition for a rezoning from an A-C Agricultural District to an MPUD Master Planned Unit Development District for a parcel located on the northwest corner of Kenton Road and Elam Road (aka 28-25-20-0000-01000-0000).

3. Pasco County Mosquito Control District/41 Mosquito MPUD (RZ-7918) petition for a rezoning from an A-C Agricultural District, A-R Agricultural-Residential District and a C-2 General Commercial District to an MPUD Master Planned Unit Development District for a parcel located on the west side of US Highway 41, approximately one-quarter mile south of Greenfield Road (aka 33-24-18-0000-04000-0000).

4. Erin S & Benedicto Nieves/Nieves Property (RZ-7905) petition for a rezoning from an A-C Agricultural District to an AR-1 Agricultural-Residential District for a parcel located on the west side of Hudson Lane, approximately 730 feet south of the intersection of St. Joe Road and Hudson Lane (aka 25—24-20-0000-01900-0000).

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (727) 847-2411 ext. 4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY PLANNING COMMISSION
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
January 21, 2026 72880

LOCAL PLANNING AGENCY
AGENDA MEMORANDUM

COMMISSION DISTRICT: All **FILE NO.:** PDE26-0475 **DATE:** 4/9/2026

SUBJECT: An Ordinance By The Pasco County Board Of County Commissioners Amending The Pasco County Land Development Code; Section 1104 Flood Damage Prevention; Appendix A Definitions; And Other Sections, As Necessary, For Internal Consistency; Providing For Applicability; Repealer; Providing For Severability; Inclusion Into The Land Development Code, And An Effective Date.

REFERENCES: All Local Planning Agency (LPA) and Board of County Commissioners (BCC) public hearings at 1:30 p.m. in New Port Richey (NPR) or Dade City (DC): LPA at DC 4/9/26 – BCC at DC 5/5/26 – BCC at NPR 6/16/26

THRU: David Allen, Assistant County Administrator

FROM: David Engel, Director Planning, Development and Economic Growth

RECOMMENDED AGENCY ACTION:
Accept public comment. Find the proposed amendment(s) consistent with the Comprehensive Plan.

BACKGROUND:
The purpose of this ordinance is to implement the required revisions to the Pasco County Land Development Code (LDC) to ensure compliance with Section 163.31795 F.S. concerning hurricane relief, recovery, and response.

The BCC adopted the restated Pasco County Land Development Code (LDC) on October 18, 2011, by Ordinance No. 11-15. As of April 9, 2026, there have been 83 adopted amendments to the Code.

The Ordinance Development Team (ODT) leads the drafting and review of all potential Land Development Code Amendments. After any necessary research is completed, potential amendments are drafted by members of ODT. The draft amendments are then taken to the LDC Interested Parties and Horizontal Roundtable (HRT) group for review and comment. Pursuant to Section 203, Local Planning Agency, of the LDC, the Planning Commission is designated by the Board of County Commissioners as the Local Planning Agency (LPA) and shall have all the functions, powers, and duties as set forth in Section 163.3174, Florida Statutes. For the purposes of LDC amendments, the LPA shall review proposed amendments as to their consistency with the adopted Pasco County Comprehensive Plan.

On February 18, 2026, the subject proposed amendments were presented to and discussed with the LDC Interested Parties and the HRT.

History of the Ordinance:
Section 163.31795(2), F.S., prohibits any local government participating in the National Flood Insurance Program (NFIP) from adopting or enforcing an ordinance for substantial improvements or repairs to a structure that includes a cumulative substantial improvement period, commonly referred to as “lookback ordinances.” The proposed amendments align the existing provisions of the Land Development Code with the revised requirements of the Florida Statutes.

The following Sections are amended and stricken as shown in Attachments 1, 2 and 3:

- LDC Section 1104.4.F.3
    - The duties of the Floodplain Administrator have been updated to remove the evaluation of previous permits issued for improvement and repairs as currently specified in the definition of “substantial improvement”.
- Appendix A Definitions – Updates to the following definitions:
    - Market Value (as it pertains to flood damage prevention)
        - Removed the language that previously allowed the Building Official to make the final determination of market value to align the LDC definition with the definition approved by the Florida Division of Emergency Management (FDEM).
    - Substantial damage
        - Reduced the percentage of market value of the structure from 50% to 49% to correct a Scrivener's error from a 2022 amendment for substantial improvement. This creates consistency within the Code, and does not change legal effect, as the County currently enforces 49% for both substantial improvement and substantial damage.
    - Substantial improvement
        - Removed the references to the cumulative cost and period of accumulation to align with Section 163.31795(2), F.S.

Planning, Development, and Economic Growth, County Attorney’s Office and Building Construction Services provided input on these proposed amendments. The proposed amendments do not impact the County’s Community Rating System (CRS) Score. The amendments will be accompanied by a corresponding revision to Chapter 18, Pasco County Code of Ordinances.

FISCAL IMPACT/COST/REVENUE STATEMENT:
No Funding Required. A Business Impact Estimate (BIE) is not required pursuant to Section 125.66(3)(c)1. Florida Statutes.

ATTACHMENT(S):
1. PDE26-0475 Sec 1104 Flood Damage Prevention - Draft Ordinance
2. PDE26-0475 Sec 1104 Flood Damage Prevention LDCA - Redline
3. PDE26-0475 Sec 1104 Flood Damage Prevention LDCA - Appendix A Definitions Redline
4. PDE26-0475 Sec 1104 Flood Damage Prevention - Proof of Publication

BOARD OF COUNTY COMMISSIONERS **ORDINANCE NO. _____**

AN ORDINANCE BY THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE PASCO COUNTY LAND DEVELOPMENT CODE; SECTION 1104 FLOOD DAMAGE PREVENTION; APPENDIX A DEFINITIONS; AND OTHER SECTIONS, AS NECESSARY, FOR INTERNAL CONSISTENCY; PROVIDING FOR APPLICABILITY; REPEALER; PROVIDING FOR SEVERABILITY; INCLUSION INTO THE LAND DEVELOPMENT CODE, AND AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Pasco County, Florida, is authorized under Chapters 125, 162, 163, 177, and 380 Florida Statutes, to enact zoning and other land development regulations to protect the health, safety and welfare of the citizens of Pasco County; and

WHEREAS, Sections 163.3201, 163.3202, 163.3211 and 163.3213, Florida Statutes, empowers and requires the Board of County Commissioners of Pasco County, Florida, to implement adopted Comprehensive Plans by the adoption of appropriate land development regulations and specifies the scope, content and administrative review procedures for said regulations; and

WHEREAS, Section 163.3202, Florida Statutes, provides that certain specified and mandated regulations are to be combined and compiled into a single land development code for the jurisdiction; and

WHEREAS, the Board of Commissioners adopted the restated Pasco County Land Development Code on October 18, 2011, by Ord. No. 11-15; and

WHEREAS, at the time of the adoption of the restated Land Development Code, the Board of County Commissioners contemplated the need to make amendments addressing issues of implementation and internal consistency; and

WHEREAS, pursuant to Section 553.80, Florida Statutes, the Board of County Commissioners is required to enforce the Florida Building Code on all public and private buildings, structures, and facilities; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of Pasco County and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and

WHEREAS, Pasco County participates in the National Flood Insurance Program (NFIP) and enforces floodplain management regulations consistent with FEMA standards and the Florida Building Code; and

WHEREAS, on June 26, 2025, Governor Desantis signed Senate Bill 180 into law, prohibiting local governments participating in the NFIP from adopting or enforcing any ordinance that includes a cumulative substantial improvement period; and

WHEREAS, Section 1104 of the Pasco County Land Development Code currently contains a

provision that directs the Floodplain Administrator to evaluate previous permits in making substantial improvement or substantial damage determinations based on the cumulative look-back period defined in Appendix A;

WHEREAS, Appendix A of the Pasco County Land Development Code currently defines "substantial improvement" in a manner that includes cumulative calculations inconsistent with state law;

WHEREAS, the Local Planning Agency conducted a public hearing on April 9, 2026 and found the proposed amendments consistent with the Pasco County Comprehensive Plan; and

WHEREAS, the Board of County Commissioners conducted duly noticed public hearings on May 5, 2026 and June 16, 2026, where the Board of County Commissioners considered all oral and written comments received at public hearings, including staff reports and information received during said public hearings and found the proposed amendments consistent with the Pasco County Comprehensive Plan; and

WHEREAS, the citizens of Pasco County were provided with ample opportunity for comment and participation in this amendment process through Horizontal Roundtable and Interested Parties meeting, public meetings and public hearings; and

WHEREAS, in exercise of said authority the Board of County Commissioners of Pasco County, Florida, has determined that it is necessary and desirable to amend the restated Pasco County Land Development Code to implement policy direction and to correct internal inconsistencies.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Pasco County, Florida, as follows:

SECTION 1. Authority.

This ordinance is enacted pursuant to Chapter 125 and 163, Florida Statutes, as amended and under the home rule powers of the County.

SECTION 2. Legislative Findings of Fact.

The foregoing Whereas clauses, incorporated herein, are true and correct.

SECTION 3. Applicability and Effect on Existing Development Approvals.

The applicability and effect of this amendment shall be as provided for in Sections 103.1 and 103.2 of the restated Land Development Code.

SECTION 4. Repealer.

Any and all ordinances in conflict herewith are hereby repealed to the extent of any conflict.

SECTION 5. Amendment.

The Pasco County Land Development Code is hereby amended as shown and described in Attachment A, Attached hereto and made part hereof.

SECTION 6. Severability.

It is declared to be the intent of the Board of County Commissioners of Pasco County, Florida, that

if any section, subsection, sentence, clause, or provision of this Ordinance shall be declared invalid, the remainder of this Ordinance shall be construed as not having contained said section, subsection, sentence, clause, or provisions and shall not be affected by such holding.

SECTION 7. Effective Date.

A certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk to the Board by electronic mail within ten (10) days after adoption and shall take effect upon such filing.

ADOPTED with a quorum present and voting this 16th day of June, 2026.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

NIKKI ALVAREZ-SOWLES, ESQ
PASCO COUNTY CLERK & COMPTROLLER

JACK MARIANO, CHAIRMAN

Attachment A

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1104.4. Floodplain Administrator

The Board of County Commissioners hereby appoints the County Administrator, or designee, to administer and implement this section. The duties shall include, but not be limited to, all of the following:

A. Review development applications to determine whether proposed new development will be located in flood hazard areas.

B. Review all development applications to ensure that the permit requirements of this section have been satisfied.

C. Review development applications to determine whether proposed development will be reasonably safe from flooding.

D. Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage.

E. Make final determinations on development permits for developments that are not subject to the *Florida Building Code,* including buildings, structures, and facilities exempt from the *Florida Building Code.*

F. For applications for building permits to improve buildings, structures, and facilities in flood hazard areas, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement or work to such buildings, structures, and facilities, the Floodplain Administrator, in coordination with the Building Official, shall:

1. Estimate the Market Value of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if both repaired and improved are proposed, to the market value of the building or structure;

3. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; ~~the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of~~

~~"substantial improvement";~~ and

4. Notify the applicant if it is determined that the proposed work constitutes substantial improvement or repair of substantial damage and that compliance with flood resistant construction requirements of the Florida Building Code and this Code, Section 1104 is required.

G. Review, in coordination with the Building Official, requests submitted that seek approval to modify the strict application of the flood load and flood-resistant construction requirements of the *Florida Building Code*, as amended by Pasco County, to determine whether such requests require the granting of a variance pursuant to this Code, Section 1104.7.

H. Make required inspections for development permits that are not subject to the *Florida Building Code*, including buildings, structures, and facilities exempt from the *Florida Building Code.*

I. Advise the permittee when additional Federal or State permits may be required and require that copies of such permits be provided and maintained on file with the Development Permit, including but not limited to:

1. Southwest Florida Water Management District; Section 373.036, F.S..

2. Florida Department of Health for onsite sewage treatment and disposal systems; Section 381.0065, F.S. and Chapter 62, F.A.C.

3. The Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; Section 161.141, F.S.

4. The Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; Section 161.055, F.S.

5. The Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.

6. Federal permits and approvals.

J. Notify adjacent communities, the Florida Division of Emergency Management, State Floodplain Management Office, and other Federal and/or State agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse and submit copies of such notifications to FEMA.

K. Ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.

L. Review required design certifications and documentation of elevations specified by this Code, Section 1104, and the *Florida Building Code,* as amended by Pasco County, to determine that such certifications and documentations are complete.

M. Provide available flood elevation and flood hazard information.

N. Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard, for example, where there appears to be a conflict between a mapped boundary and actual field conditions, make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Code, Section 1104.7.

O. When base flood elevation data or floodway data have not been provided on a FIRM, obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State, or other source in order to administer the provisions of this Code, Section 1104, and the *Florida Building Code*, as amended by Pasco County.

P. Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant.

Q. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA, the data and information necessary to maintain the FIRMs if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six (6) months of such data becoming available.

R. Notify FEMA when the unincorporate boundaries of Pasco County are modified.

S. Advise applicants for new buildings and structures, including substantial improvements that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub.L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub.L. 101-591) that federal flood insurance is not available on such construction. Areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

T. All records pertaining to this Code, Section 1104, and the flood provisions of the *Florida Building Code*, as amended by Pasco County, shall be maintained in the office of the County Administrator, or designee, and shall be open for public inspection.

Appendix A

Definitions

Market Value (as it pertains to Flood Damage Prevention). The building value, excluding the land and other improvements on the parcel, as would be agreed to between a willing buyer and seller, as established by what the local real estate market will bear. Market value is the Actual Cash Value (like-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser. ~~The final determination of Market Value shall be made by the County Building Official in accordance with the market value resources set forth above.~~

Substantial damage.

1. As it pertains to Flood Damage Prevention: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed forty-nine~~fifty~~ (49~~50~~) percent of the market value of the structure before the damage occurred.

2. As it pertains to Dock Construction: Damage of any origin sustained by a dock whereby the cost of restoring the dock to its predamaged condition would equal or exceed fifty (50) percent of the market value of the dock before the damage occurred.

Substantial improvement.

1. As it pertains to Flood Damage Prevention: Any one or more, or any combination thereof, of repair, reconstruction, rehabilitation, addition, alteration, or other improvement of a building or structure ~~taking place during a one year period~~, the ~~cumulative~~ cost of which equals or exceeds forty-nine (49) percent of the market value of the structure before the "start of construction" of the improvement. ~~The period of accumulation begins when the permit for the first improvement or repair of each building is issued and extends for one year or until the permit is closed.~~ This term includes structures, which have incurred "substantial damage," regardless of the actual repair work performed. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building.

The term does not, however, include either:

a. Any project for improvement of a building required to comply with existing health, sanitary, or safety code violations which have been identified prior to permit issuance by

the County Administrator or designee, and which are solely necessary to ensure safe living conditions except when damages are caused by willful intent or cumulative neglect by the owner or owners; or

b. Any alteration of a "historic structure" provided that the alteration would not preclude the structure's continued designation as a "historic structure."

2. As it pertains to Dock Construction: The replacement of more than 50 percent of the structure, or the lateral or lineal extension of any dock.

82519

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter PD26-029 was published in said newspaper by print in the issues of 03/25/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **03/25/2026**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

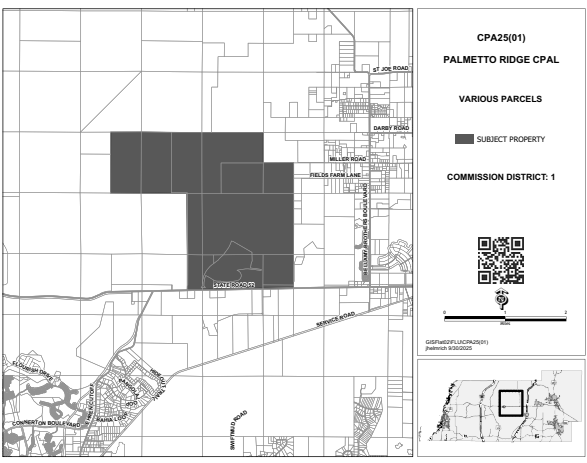
Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

NOTICE OF AMENDMENT TO COMPREHENSIVE PLAN FOR PASCO COUNTY

The Pasco County Board of County Commissioners proposes to adopt the following:

AN ORDINANCE AMENDING THE PASCO COUNTY COMPREHENSIVE PLAN; PROVIDING FOR A COMPREHENSIVE PLAN TEXT AMENDMENT TO SUBAREA POLICY FLU 7.1.34:- PALMETTO RIDGE; AND PROVIDING FOR ADDITIONAL TEXT AMENDMENTS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

[CPA25(01) Palmetto Ridge CPAL]



On Thursday, April 9, 2026, at 1:30 p.m., the Pasco County Planning Commission, convened as the Local Planning Agency will hold a public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida, to consider the consistency of the proposed amendment with the adopted Comprehensive Plan.

On Tuesday, May 5, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold a transmittal public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.

On Tuesday, July 14, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold an adoption public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.

NOTICE OF AMENDMENTS TO THE LAND DEVELOPMENT CODE FOR PASCO COUNTY

The Pasco County Board of County Commissioners proposes to adopt the following:

AN ORDINANCE BY THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE PASCO COUNTY LAND DEVELOPMENT CODE; SECTION 1104 FLOOD DAMAGE PREVENTION; APPENDIX A DEFINITIONS; AND OTHER SECTIONS, AS NECESSARY, FOR INTERNAL CONSISTENCY; PROVIDING FOR APPLICABILITY; REPEALER; PROVIDING FOR SEVERABILITY; INCLUSION INTO THE LAND DEVELOPMENT CODE, AND AN EFFECTIVE DATE.

On Thursday, April 9, 2026, at 1:30 p.m., the Pasco County Planning Commission convened as the Local Planning Agency will hold a public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.

On Tuesday, May 5, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold a public hearing at the Historic Pasco County Courthouse, Board Room, 2nd Floor, 37918 Meridian Avenue, Dade City, Florida.

On Tuesday, June 16, 2026, at 1:30 p.m., the Pasco County Board of County Commissioners will hold an adoption public hearing at the West Pasco Government Center, Board Room, 8731 Citizens Drive, New Port Richey, Florida

Information concerning these matters will be on file and available for examination by appointment only in the office of the Pasco County Planning, Development and Economic Growth Department, West Pasco Government Center, 8731 Citizens Drive, Suite 200, New Port Richey, Florida 34654, or anytime on our website: www.pascocountyfl.net. To make an appointment or for further information, you may call 727-847-8140. All interested parties may participate in the public hearing and be heard. To learn how to participate in this hearing virtually, which requires advance registration, please visit http://mypasco.net/meetingagendas.

Any person desiring to appeal any decision made by the Planning Commission or the Pasco County Board of County Commissioners with respect to any matter considered at any hearing will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. Persons may obtain a verbatim record of the proceeding by contacting the Clerk and Comptroller's Office, East Pasco Government Center, 14236 6th Street, Suite 201, Dade City, Florida 33523-3414; or at (352) 521-4345.

For questions or inquiries about this meeting, members of the public can reach out to the County's Customer Service Center (727) 847-2411 or County Administration (727) 847-8115 or visit www.mypasco.net. To view the Local Planning Agency and Board of County Commissioners Agendas, please visit http://mypasco.net/meetingagendas.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County's Human Resources Department, Internal Services Building, 7536 State Street, New Port Richey, Florida 34654, (727) 847-8030 (V) at least 7 days before the public hearing, or immediately upon receiving this notification if the time before the public hearing is less than 7 days; if you are hearing or voice impaired, call 711.

PASCO COUNTY LOCAL PLANNING AGENCY
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PD26-029