

**CITY OF BROOKSVILLE  
SPECIAL CITY COUNCIL MEETING  
COUNCIL CHAMBERS  
201 HOWELL AVENUE**

**AGENDA**

August 24, 2010

6:30 P.M.

**A. CALL TO ORDER**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

**C. PUBLIC HEARING**

**1. Resolution No. 2010-14 – Southern Hills Plantation Surety Bonds**

Consideration of resolution directing staff to make demand on surety bonds and providing for use of proceeds.

Presentation:	City Attorney
Recommendation:	Approval of Resolution or Direction to Staff
Attachments:	Proposed Resolution

**2. Hampton Ridge/GreenPoint Communities LLC Development Agreement**

Proposed Amended and Restated Development Agreement between the City of Brooksville and GreenPointe Communities, LLC (As an assignee of Hampton Ridge Developers, LLC).  
[First of Two Hearings]

Presentation:	Director of Community Development
Recommendation:	Approval of Agreement and schedule the second hearing for 09/08/10 or Direction to Staff
Attachments:	Memo from Director of Community Development dated 08/23/10 ( <i>To be provided on 8/23/10</i> ), Proposed Agreement

**3. Resolution No. 2010-15 – Westchester Fire Insurance Co. vs City of Brooksville**

Consideration of resolution establishing policy direction regarding proceeds from surety bonds.

Presentation:	City Attorney
Recommendation:	Approval of Resolution or Direction to Staff
Attachments:	Proposed Resolution ( <i>To be provided on 8/23/10 by City Attorney</i> )

**D. ADJOURNMENT**

*Meeting agendas and supporting documentation are available from the City Clerk's office, and on line at [www.cityofbrooksville.us](http://www.cityofbrooksville.us). Persons with disabilities needing assistance to participate in any proceedings should contact the City Clerk's office 48 hours in advance of the meeting at 352/540-3810.*

*Any person desiring to appeal any decision with respect to any matter considered at this meeting, may need a record of the proceedings including the testimony and evidence upon which the appeal is to be based, and therefore must make arrangements for a court reporter to ensure that a verbatim record of the proceedings is made.*

RESOLUTION NO: 2010-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, ADOPTING A POLICY STATEMENT AND ESTABLISHING COMMITMENTS RELATED TO SOUTHERN HILLS PLANTATION PLANNED DEVELOPMENT PROJECT; DIRECTING STAFF TO MAKE DEMAND ON SURETY BONDS; PROVIDING FOR USE OF BOND PROCEEDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Brooksville granted certain approvals to establish and authorize a planned development project, more commonly known as Southern Hills Plantation Planned Development Project (the PROJECT); and,

**WHEREAS**, the City, Hampton Ridge Developers, LLC, LandMar Group, LLC, and LandMar Management, LLC entered into a development agreement dated May 28, 2003, and titled *City of Brooksville Florida Development Agreement for Hampton Ridge Project* (the DEVELOPMENT AGREEMENT) which is recorded in the public record at Book 1855 Page 1059; and,

**WHEREAS**, the Development Agreement requires Hampton Ridge Developers, LLC, LandMar Group, LLC, and LandMar Management, LLC (collectively, the DEVELOPER) to provide various public facilities including potable water, sanitary sewer capacity and service, over-sizing of certain utility lines, transportation system requirements, reservation of property for a school, and other public facilities; and,

**WHEREAS**, the Development Agreement was subsequently amended by the *First Amendment to the City of Brooksville Florida Development Agreement for Hampton Ridge Project* (the FIRST AMENDMENT) dated October 18, 2004, and recorded in the public record at Book 1916 Page 1719 and by the *Second Amendment to the City of Brooksville Florida Development Agreement for Hampton Ridge Project* (the SECOND AMENDMENT) dated November 29, 2004, and recorded in the official public record at Book 1938 Page 1758 and by the *Third Amendment to the City of Brooksville, Florida Development Agreement for Hampton Ridge Project* (the THIRD AMENDMENT) dated May 5, 2008 and recorded in the official public record book at Book 2565 Page 508; and,

**WHEREAS**, the City and Hampton Ridge Developers, LLC entered into that certain *Agreement Between the City of Brooksville and Hampton Ridge Developers, LLC to facilitate Cooperative Funding Provided by the Southwest Florida Water Management District for the Construction of Reclaimed Water Storage, Pumping, Transmission and Distribution Systems*, (the SUPPLEMENTAL AGREEMENT), dated May 17, 2004, and amended on July 12, 2005, which is recorded in the public record at Book 1870 Page 1517 to 1524; and,

**WHEREAS**, the City and Hampton Ridge Developers, LLC subsequently entered into the *Cobb Road WRF Agreement* dated December 21, 2006, and recorded in the public record at Book 2404 Page 782 (the WRF AGREEMENT). The WRF AGREEMENT was subsequently amended and restated by the *Amended and Restated Cobb Road WRF Agreement* (the AMENDED WRF AGREEMENT), dated April 21, 2008, and recorded in the public record at Book 2569 Page 432; and,

**WHEREAS**, the City accepted Bond No. 82036733 in the amount of \$7,821,600.00, posted by the Developer, as principal, with Federal Insurance Company, as surety, and the City as the named obligee to secure completion of the infrastructure obligations set forth in the WRF and AMENDED WRF AGREEMENTS; and,

**WHEREAS**, the City and the Southwest Florida Water Management District (the SWFWMD) entered into that certain *Cooperative Funding Agreement No. 04CON000079*, (the COOPERATIVE FUNDING AGREEMENT) dated June 1, 2004, as subsequently amended, for additional funding for the WRF; and,

**WHEREAS**, the City and Hampton Ridge Developers, LLC also entered into a *Utility Infrastructure Agreement* (the UIA), dated June 10, 2004, which is recorded in the public record at Book 1855 Page 1041; and,

**WHEREAS**, the DEVELOPMENT AGREEMENT, the SUPPLEMENTAL AGREEMENT, the WRF AGREEMENT, the AMENDED WRF AGREEMENT, the COOPERATIVE FUNDING AGREEMENT and the UIA are collectively referred to as the Project Agreements (the PROJECT AGREEMENTS);

**WHEREAS**, the final plat for Phase One of the PROJECT is recorded in the Official Public Record in Plat Book 35, Page 1 and Plat Book 38, Page 4 and the plat has been exercised, construction has commenced and individual lots have been conveyed to third parties; and,

**WHEREAS**, the final plat for Phase Two of the PROJECT is recorded in the Official Public Record in Plat Book 36, Page 40 and the plat has been exercised, construction has commenced and individual lots have been conveyed to third parties; and,

**WHEREAS**, the final plat for Phase Two A of the PROJECT is recorded in the Official Public Record in Plat Book 36, Page 68 and the plat has been exercised, construction has commenced and individual lots have been conveyed to third parties; and,

**WHEREAS**, the final plat for Phase Three of the PROJECT is recorded in the Official Public Record in Plat Book 37, Page 45 and the plat has been exercised, construction has commenced and individual lots have been conveyed to third parties; and,

**WHEREAS**, the final plat for Phase Three A-1 of the PROJECT is recorded in the Official Public Record in Plat Book 39, Page 46 and the plat has been exercised and construction has commenced; and,

**WHEREAS**, the final recorded and exercised plats for Phase One, Phase Two, Phase Two A, Phase Three, and Phase Three A-1 are collectively referred to as the Approved Final Plats (the APPROVED FINAL PLATS); and,

**WHEREAS**, pursuant to Chapter 129 of the City's Code of Ordinance, public works and infrastructure (the PROJECT IMPROVEMENTS) in support of the APPROVED FINAL PLATS must be completed prior to final plat approval; however, in lieu of completing PROJECT IMPROVEMENTS, the DEVELOPER may post performance bonds with the City as obligee to secure the completion of the PROJECT IMPROVEMENTS; and,

**WHEREAS**, the City accepted Bond No. 104332127 in the amount of \$19,757,345.00 posted by the DEVELOPER, as principal, with Traveler's Casualty & Surety Company of America, as surety, and the City named as obligee to secure the PUBLIC IMPROVEMENTS for the Southern Hills

Plantation – Phase One, and the bond amount was subsequently reduced to \$6,038,718.60 based on partial completion of the improvements; and,

**WHEREAS**, the City accepted subdivision Bond No. 10455710 in the amount of \$9,587,962.00 posted by the DEVELOPER, as principal, with Traveler’s Casualty & Surety Company of America, as surety, and the City named as obligee to secure the PUBLIC IMPROVEMENTS for the Southern Hills Plantation – Phase Two/Two A, and the City having accepted portions of completed improvements for Phase Two, the subdivision bond was subsequently released and replaced with maintenance Bond No. 82133509 in the amount of \$592,486.70; and,

**WHEREAS**, the City accepted performance Bond No. 104720158, in the amount of \$5,181,847.50, posted by the DEVELOPER, as principal, with Traveler’s Casualty & Surety Company of America, as surety, and the City named as obligee to secure the PUBLIC IMPROVEMENTS for the Southern Hills Plantation – Phase Three Infrastructure; and,

**WHEREAS**, the City accepted subdivision improvement Bond No. 82133490, in the amount of \$996,192.13 posted by the DEVELOPER, as principal, with Federal Insurance Company, as surety, and the City named as obligee to secure the PUBLIC IMPROVEMENTS for the Southern Hills Plantation – Phase Three A – CEA Job No. 05416; and,

**WHEREAS**, on June 10, 2009, the DEVELOPER and their affiliated companies (“LANDMAR DEBTORS”) filed for protection under Chapter 11 of the U.S. Bankruptcy Code in Austin, Texas (the “BANKRUPTCY COURT”); and,

**WHEREAS**, as of the commencement date of the bankruptcy petition, June 10, 2009, an automatic stay from enforcement against the LANDMAR DEBTORS or property of their estate is imposed by Sec. 362 of the U.S. Bankruptcy Code; thereby preventing the City from taking any action against the LANDMAR DEBTORS until the stay is lifted; and,

**WHEREAS**, the LANDMAR DEBTORS have filed a plan of reorganization and have sought permission from the BANKRUPTCY COURT to assume portions of the PROJECT AGREEMENTS, and to assign these portions to GreenPointe Communities, LLC (“GREENPOINTE”); and,

**WHEREAS**, GREENPOINTE has requested that the City enter into negotiations to amend and restate the DEVELOPMENT AGREEMENT; and,

**WHEREAS**, GREEN POINTE has represented that it is not interested in assuming all of the obligations under the PROJECT AGREEMENTS.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA**, that:

**SECTION 1. INCORPORATION OF RECITALS.** The aforementioned recitals are true and accurate and are incorporated herein as if set forth in haec verba.

**SECTION 2. PUBLIC IMPROVEMENT PRIORITIES.** The City establishes the following priorities for completion of public improvements in support of the Southern Hills Plantation Planned Development Project:

- A. Outstanding, incomplete infrastructure improvements which were to have been completed prior to final plat approval shall be completed.

- B. Outstanding, incomplete infrastructure improvements required under the PROJECT AGREEMENTS and any other CITY APPROVALS for the PROJECT are essential public infrastructure necessary for the health, safety and welfare of all City residents and shall be completed as set forth in the various PROJECT AGREEMENTS, APPROVED FINAL PLATS and CITY APPROVALS for the PROJECT.

**SECTION 2. DEMAND FOR BOND PAYMENTS.** Where public improvements contemplated by the PROJECT AGREEMENTS, the APPROVED FINAL PLATS, CITY APPROVALS and approved construction plans remain incomplete as a result of the pending bankruptcy, the City shall make demand for payment on each of the surety bonds which secure the respective improvements.

**SECTION 3. USE OF BOND PROCEEDS.** Where proceeds are received from a particular surety bond, those proceeds shall be used to complete the improvements specifically secured by the respective bonds.

**SECTION 4. CONFLICT.** Any resolution or policy of the City, or any portion thereof, in conflict with the provisions of this Resolution, is hereby repealed to the extent of such conflict.

**SECTION 5. SEVERABILITY.** In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution, which shall remain in full force and effect.

**SECTION 6. EFFECTIVE DATE.** This resolution shall be effective upon adoption by the City Council of the City of Brooksville, Florida.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, THIS \_\_\_\_ DAY OF AUGUST, 2010.**

CITY OF BROOKSVILLE

BY: \_\_\_\_\_  
Lara Bradburn, Mayor

ATTEST: \_\_\_\_\_  
Janice L. Peters, CMC, City Clerk

APPROVED AS TO FORM FOR THE RELIANCE  
OF THE CITY OF BROOKSVILLE ONLY:

VOTE OF CITY COUNCIL

Bernardini \_\_\_\_\_  
Bradburn \_\_\_\_\_  
Burnett \_\_\_\_\_  
Johnston \_\_\_\_\_  
Lewis \_\_\_\_\_

\_\_\_\_\_  
Thomas S. Hogan, Jr., The Hogan Law Firm, LLC  
City Attorney

## MEMORANDUM

**To:** Honorable Mayor & City Council Members  
**Via:** T. Jennene Norman-Vacha, City Manager  
**From:** Bill Geiger, Community Development Director *BG*  
&  
Jennifer C. Rey, Esq.  
The Hogan Law Firm, LLC  
As City Attorney  
**Subject:** Proposed Amended & Restated Development Agreement with GreenPointe Communities, LLC  
**Date:** August 18, 2010

**Background Information:** In June, 2008, LandMar Developers and their affiliated companies (“LandMar Debtors”) filed for protection under Chapter 11 of the U.S. Bankruptcy Code in Austin, Texas (the “Bankruptcy Court”). In the proceedings, LandMar Debtors filed a plan of reorganization that included seeking permission from the Bankruptcy Court to assume portions of the Development Agreements and to assign the same to a potential buyer (GreenPointe Communities, LLC). Upon receipt of notice of the proposed assignment, the City filed an objection. The City’s objection to the assignment and subsequent Purchase Contract between LandMar Developers and the buyer cited deficiencies in the Contract to cure payment defaults and provide adequate assurance to the City of the buyer’s future performance of the contractual and bond obligations under the Development Agreements.

On May 3, 2010, the City Attorney provided information to the City Council related to a Stipulation to Resolve (the City’s) Objection in matters related to the Crescent Resources, LLC, et al. (LandMar Developers, Hampton Ridge Developers, LLC/Southern Hills Plantation), bankruptcy proceedings. The City Council approved the City Attorney’s recommendation to authorize the City’s bankruptcy attorney to sign and enter a Joint Stipulation with the Bankruptcy Court to withdraw the objection. The Joint Stipulation, among other items, provided for the LandMar Debtors and GreenPointe to move forward into a due diligence phase of the Purchase and Sale Agreement, and allowed GreenPointe to discuss and negotiate with the City potential modifications to the City Agreements.

Over the last few months, representatives from GreenPointe (“GP”) have been in discussion and negotiation with City staff concerning proposed revisions to the Development Agreements, particularly the Development Agreement that was entered into between the City and Hampton Ridge Developers, LLC, in May 2003, as subsequently amended. GP is proposing to purchase certain portions of property currently owned by Hampton Ridge Developers, LLC (HRD), which include the developed golf course, amenities center, 293 platted lots in the Southern Hills Plantation (“SHP”) community, and undeveloped portions of property including the commercial parcels fronting along U.S. 41, unplatted residential sections of the SHP community (Ref. future phases 3A2 and 4) and other unplatted sections of the Hampton Ridge property that lie adjacent to the rights-of-way for the future construction of Governor Boulevard that have been approved with a Future Land Use designation to develop at a density not-to-exceed 2.5 units per gross acre. Properties/lots that have been purchased by third parties (i.e., 520 ± platted lots within the SHP community, Cascades project, Crosland property, etc.) are not included in the properties proposed for purchase by GP, nor are they included in the proposed revision to the Development Agreement.

The revision to the Development Agreement between the City and Hampton Ridge Developers, LLC, is being proposed as an Amended and Restated Development Agreement, with GreenPointe Communities, LLC being the assignee replacing Hampton Ridge Developers, LLC. The proposed Amended and Restated Development Agreement places more focus on the needs and requirements specifically associated with developing the property GP is contemplating for purchase, acknowledging that the property that they will own and control is significantly less than the 1,600 acres ± associated with the original Agreement. GP entered the negotiations with the expectation of receiving the benefits of past approvals, acknowledging that in the current economic climate, they could not commit to all of the obligations associated with the original Development Agreement. The following is a summary of the content/obligations associated with the original Development Agreement, as subsequently amended, with an explanation of how the obligations are being addressed in the proposed GP Amended and Restated Development Agreement (or acknowledging/providing other security commitment or explanation):

Existing Development Agreement (“DA”), (as amended) Content/Obligations pertaining to the entire 1,600-acre Property	Proposed GP Agreement, Security Commitment or other explanation pertaining to the remaining Hampton Ridge Parcels
<p><b>Section 1.</b> Includes provisions for development uses permitted (999 residential units, up to 160,000 square feet of retail or office, 45,000 square feet of clubhouse and associated activity and a minimum of 350 acres of open space/recreational uses within the project boundary), Comprehensive Plan Amendment (CPA) and Zoning Amendment for the developed property.</p>	<p><b>Recitals</b> - The Recitals in the proposed D.A. acknowledge what has been approved, improved and developed (SHPMUD &amp; related plats); what is being purchased by GP (golf course &amp; related facilities, 293 platted lots and undeveloped land in SHP, and undeveloped land as depicted on Exhibit “D”); lists public facilities to serve the property through build-out; consistency of the proposed development with adopted plans; and defines standards and establishes procedures for public facilities and improvements.</p>
<p><b>Section 2.</b> Provides for Public Facilities and Exactions, as follows:</p>	<p><b>Section 3.</b> Provides for Public Facilities and Exactions, as follows:</p>
<p><b>Section 2.A. Potable Water</b> – Provides for various improvements, including design and construction of new lines, standards, dedication to City of lines and easements, payment of impact fees and credits for off-site improvements and easements (Ref. Section 1. of the Second Amendment to the D.A. )</p>	<p><b>Recital Paragraph K &amp; Section 3.A. Potable Water</b> – Provides estimated usage needs, design &amp; construction of new lines to serve undeveloped land (Ref. Exh. “E”), standards, easements, payment of impact fees and credits; provisions for entering into a new USA with the Developer</p>
<p><b>Section 2.B.(1). Sanitary Sewer Capacity and Service</b> – Includes provisions for the design and construction of the modification/expansion of the Cobb Road WRF (including provisions for cost sharing), transmission mains, payment of impact fees and credits for off-site improvements, standards, property acquisition and schedule for improvements (Reference Section 2 of the Second Amendment to the D.A.); and a provision for the Cobb Road WRF to be completed by April 30, 2012 (Ref. Third Amendment to the D.A.)</p>	<p><b>Recital Paragraph K &amp; Section 3.B. Sanitary Sewer Capacity &amp; Service</b> - Provides estimated usage needs, design &amp; construction of new lines to serve undeveloped land (Ref. Exh. “F”), standards, easements, payment of impact fees and credits; provisions for entering into a new USA with the Developer. Does not address the modification/expansion of the Cobb Road WRF (which is a bonded improvement with HRD)</p>

Existing Development Agreement (“DA”), (as amended) Content/Obligations pertaining to the entire 1,600-acre Property	Proposed GP Agreement, Security Commitment or other explanation pertaining to the remaining Hampton Ridge Parcels
<b>Section 2.B(2). Reclaim Water Capacity and Service</b> – Includes provisions for the Developer to design and construct water mains, internal line construction, standards, operation, acceptance of reclaimed water up to 1 mgd (annual average), provisions to apply a bulk rate for supply (partial rate immediately upon adoption of Ord./full rate after April 30, 2028), dedication of lines to the City and maintenance (Ref. Second & Third Amendments to the D.A.)	<b>Recital Paragraph K &amp; Section 3.C. Reclaimed Water Capacity &amp; Service</b> – Provisions include standards for public improvements, the City’s commitment to provide & the Developer’s commitment to accept up to 1.0 mgd (annual average), the Developer’s provision of storage capacity; assessment at bulk rate pricing; Developer’s commitment to complete additional improvements & operate the system in accordance with FDEP requirements; ownership, inspection and corrective action provisions; and provision for entering in to a new USA with the Developer to reserve reclaimed water capacity.
<b>.Section 2.C. Oversizing of Utilities</b> – Provisions for line oversizing and reimbursement based on the difference in cost.	<b>Recital Paragraph K.1. &amp; Sections 3.B.&amp;C. -</b> Proposed GP Agreement defines over-sizing costs in Recital paragraph K.1. and further addresses the costs in Sections 3.B. & C. if over-sizing is requested by the City
<b>Section 2.D. Transportation System Requirements</b> – Includes provisions for the Developer to construct Governor Boulevard (including Barnett Road realignment) from SR 50 heading south past Southern Hills Blvd. to the southern terminus of the SHP commercial property along U.S. 41, phasing, design, permitting, rights-of-way acquisition, timing of completion (Complete by C.O. for 400 <sup>th</sup> dwelling unit or July 31, 2014), provisions for bonding by date certain, provisions for impact fee credits and collection area, concurrency for development as long as Governor Blvd. improvement is constructed, provisions for construction of Southern Hills Boulevard and provisions for the Developer to acquire and provide the rights-of-way/stormwater facility area required for the connection of Governor Blvd. to Powell Road (Ref. First & Third Amendments)	<b>Section 3.D. Transportation System Requirements</b> - Includes provisions for the Developer to construct Governor Boulevard (including Barnett Road realignment) from SR 50 heading south past Southern Hills Blvd. to the southern terminus of the SHP commercial property along U.S. 41, phasing, design, permitting, rights-of-way acquisition, timing of completion (Proposes a phased completion tied to the future development approval of the undeveloped tracts, with trigger dates established for certain sections); partial impact fee credit for the construction of Governor Blvd. (may be revised based on proportionate share calculation still being negotiated); does away with the impact fee collection area in prior agreement (now restricted to fee collection within the original Project area to pay off credits earned); establishes concurrency for development as long as Governor Blvd. improvement is constructed; requires City to obtain RW within County-owned property; requires the Developer to provide stormwater easements for Governor Blvd. & RW to Pine Cabin Rd.; Provides for secondary access for the SHP project tied to Phase 3A-2 approval or date certain; no provisions are made for connecting Governor Blvd. RW to Powell Road or bonding/securing the construction of the portions of Governor to be constructed.

Existing Development Agreement (“DA”), (as amended) Content/Obligations pertaining to the entire 1,600-acre Property	Proposed GP Agreement, Security Commitment or other explanation pertaining to the remaining Hampton Ridge Parcels
<b>Section 2.E. School Site Reservation</b> – Provides for the Developer to work with the Hernando County School Board to locate an elementary school site for potential acquisition by the School Board through December 31, 2008.	<b>Section 3.E. School Concurrency</b> – Provisions acknowledge concurrency for the original approved 999 residential units. All additional residential units will be subject to school concurrency review, as applicable.
<b>Section 2.F. Public facilities Site(s)</b> – Provides for the Developer to offer sites by December 31, 2011, suitable for specified public facilities in exchange for impact fee credit (Ref. Third Amendment to D.A.).	<b>Section 3.F.</b> - Provides for the Developer to offer sites by December 31, 2016, suitable for specified public facilities in exchange for impact fee credit.
<b>Section 3. City Commitments and Obligations</b>	<b>Section 6. City’s Commitments and Obligations</b>
<b>Section 3A. Future Annexations</b> – Allows for the Developer to request annexation of additional land and provides for the City to consider incorporating the additional land into the Agreement under the same terms and conditions.	<b>Section 6.A. Future Annexations</b> – Similar language to existing Agreement.
<b>Section 3.B. Project Boundary Amendments</b> – Provides for property to be added to original Property as long as density/intensity is not increased and use is consistent with Comprehensive Plan	<b>Section 6.B. Boundary Amendments</b> – Language identical to existing Agreement.
<b>Section 3.C. Public Rights-of-Way</b> – Provisions include the City’s acceptance of dedicated public land for maintenance subject to standards, and provides for Developer to pursue proper rights-of-way use permits for landscaping and maintenance within the rights-of way.	<b>Section 6.C. Public Rights-of-Way</b> - Similar language to existing Agreement.
<b>Section 3.D. Stormwater System</b> – Provisions included for the Developer to incorporate reclaimed water storage/recharge into its master stormwater system (subject to SWFWMD requirements) and inlet spacing standards.	<b>Section 6.D. Stormwater System</b> – Similar language to existing Agreement. Inlet spacing standard removed.
<b>Section 3.E. Regulations in Effect</b> – Provisions include vesting the project from being required to meet regulations adopted after the effective date of the Agreement for the duration of the Agreement (with an exclusion for utility rates from this provision), and an acknowledgement that this vesting would not modify, limit or eliminate any existing or future laws of statewide application affecting the development of land, as applied by agencies having jurisdiction over the project.	<b>Section 6.E. Regulations in Effect</b> – Similar language to existing Agreement. Also provides for timing when impact fee credits are created (substantial completion and closure of applicable permits).
<b>Section 3.F. Tree, Landscape and Mitigation Ordinances and Requirements</b> – Provides for the City and Developer to abide by the Tree Management Plan Exhibit attached to the	<b>Section 6.F. Tree, Landscape and Mitigation Ordinances and Requirements</b> – Similar language to existing Agreement.

Existing Development Agreement (“DA”), (as amended) Content/Obligations pertaining to the entire 1,600-acre Property Agreement.	Proposed GP Agreement, Security Commitment or other explanation pertaining to the remaining Hampton Ridge Parcels
<b>Section 3.G. Club Facilities</b> – Acknowledges that the Developer may have one or more club related facilities within the Project and that lodging facilities at the Club facilities would be considered and treated as an accessory use. Also provides for the City to process/approve alcoholic beverage permits for the Club facilities.	<b>Section 6.G. Club Facilities</b> – Similar language to existing Agreement.
<b>Section 3.H. Ancillary Uses</b> – Provides for various ancillary uses within the CPDP District, subject to appropriate location criteria and buffering requirements for incompatible uses.	<b>Section 6.H. Ancillary Uses</b> – Similar language to existing Agreement.
<b>Section 3.I. Temporary Uses</b> – Provides and acknowledges for use of various temporary facilities.	<b>Section 6.I. Temporary Uses</b> – Similar language to existing Agreement.
<b>Section 3.J. CSX Right-of-Way Abandonment</b> – Provides for considerations in the event CSX abandons the adjacent right-of-way corridor it owns to the City.	<b>Section 6.J. CSX Right-of-Way Abandonment</b> - Similar language to existing Agreement.
<b>Section 3.K. New Municipal Facilities</b> – Provides for the City to consider future public facility locations within the Property.	<b>Section 6.K. New Municipal Facilities</b> – Similar language to existing Agreement.
<b>Section 3.L. Interim Agricultural Use</b> – Acknowledges the historic agricultural use of the Property and provides allowances for it to continue within portions of the Property that have not yet been platted.	<b>Section 6.L. Interim Agricultural Use</b> – Similar language to existing Agreement.
<b>Section 3.M. Open Space Requirement</b> – Acknowledges the open space areas meeting the overall ratio of open space to development area requirement.	<b>Section 6.M. Open Space Requirement</b> – Similar language to existing Agreement.
<b>Section 3.N. Development Approvals</b> – Provides for the City to assist Developer in acquiring agency permits consistent with Master Plan & Agreement.	<b>Section 6.N. Development Approvals</b> – Similar language to existing Agreement.
<b>Section 3.O. Building Permits</b> – Provides for the City to issue Development Permits once bonded infrastructure improvements have been completed & operating permits have been issued by FDEP.	<b>Section 6.O. Building Permits</b> – Similar language to existing Agreement.
<b>Section 3.P. Community Development Districts</b> – Acknowledgement that CDD’s may be created to fund infrastructure/Project needs within the Property and allows for the assignment of credits earned by the CDD to be assigned to the Developer.	<b>Section 6.P. Community Development Districts</b> - Similar language to existing Agreement.

Existing Development Agreement (“DA”), (as amended) Content/Obligations pertaining to the entire 1,600-acre Property	Proposed GP Agreement, Security Commitment or other explanation pertaining to the remaining Hampton Ridge Parcels
<b>Section 4. Additional Developer Obligations</b>	<b>Section 4. Additional Developer Obligations</b>
<b>Section 4.A. Annual Report</b> – Provides for the Developer to submit a written status report to the City annually.	<b>Section 4.A. Annual Report</b> – Similar language to existing Agreement.
<b>Section 4.B. Notice/Advertising</b> – Provides for the Developer to pay for all notice and advertising related to the D.A.	<b>Section 4.B. Notice/Advertising</b> – Similar language to existing Agreement. <b>Section 4.C. Recording Fees</b> – Requires Developer to pay all costs for recording this and similar documents.
<b>Section 4.C. Economic Analysis</b> – Acknowledges that the Developer was providing an economic analysis report to the City.	<b>Section 4.A. Annual Report</b> – Provisions included in this paragraph for the Developer to provide economic analysis in conjunction with the Annual Report.
<b>Section 4.D. Florida Yards and Neighborhoods Programs</b> – Acknowledges the Developer’s agreement to encourage residential land owners to utilize this program or its’ equivalent within the Project.	<b>Section 4.E. Florida Yards and Neighborhoods Programs</b> – Similar language to existing Agreement.
<b>Section 4.E. Cooperative Assistance and Accountability</b> – Provisions include the requirement for the Developer to follow appropriate procurement procedures and processes for items that may involve public grant funding or impact fee credits/offsets.	<b>Section 5. Existing Impact Fee Credits</b> – Provisions include the City providing Developer with its accounting of credits available and procurement standards that the Developer is required to adhere to for portions of the infrastructure improvements that may qualify for credits.
<b>Section 5. Comprehensive Plan</b> – Acknowledges the City’s transmittal of the CPA for the Project and the opinion of consistency of said amendment and future zoning process with the CPA.	<b>Section 10. Agreement Consistent with Comprehensive Plan and Florida Statutes Section 163.3180</b> – Acknowledges the proposed development is consistent with Plan & Statute and the Developer is making a binding commitment to construct the required infrastructure.
<b>Section 6. Binding Effect</b> – Includes provisions related to the binding effects of the Agreement on the Developer and City and addresses the assignment of credits, offsets, etc. to third parties.	<b>Section 12. Binding Effect and Assignment</b> – Includes provisions related to the binding effects of the Agreement on the Developer and City and addresses the assignment of obligations to third parties, requiring written consent from the City.
<b>Section 7. Applicable Law; Jurisdiction; Venue</b> – Provisions for Florida Law governance; Hernando County as the venue for dispute litigation; and severance language for validity and enforceability.	<b>Section 13. Applicable Law; Jurisdiction; Venue</b> - Similar language to existing Agreement.
<b>Section 8. Attorney’s Fees</b> – Provides for prevailing party to be entitled to recover attorneys’ fees and court costs.	<b>Section 11. Remedies</b> – Provides for each party to have all the remedies available as provided for in law or in equity, including all forms of injunctive relief.

Existing Development Agreement (“DA”), (as amended) Content/Obligations pertaining to the entire 1,600-acre Property	Proposed GP Agreement, Security Commitment or other explanation pertaining to the remaining Hampton Ridge Parcels
<b>Section 9. Joint Preparation</b> – Acknowledges the joint preparation of the Agreement for judicial purpose.	<b>Section 14. Joint Preparation</b> – Acknowledges the joint preparation of the Agreement for judicial purpose.
<b>Section 10. Exhibits</b> – Incorporates terms within the Exhibits into the D.A.	<b>Section 15. Exhibits</b> – Incorporates terms within the Exhibits into the D.A.
<b>Section 11. Counterparts</b> – Provides for Agreement to be executed in counterparts.	<b>Section 17. Counterparts</b> – Provides for Agreement to be executed in counterparts.
<b>Section 12. Recording, Effective Date and Duration</b> – Provisions include statutory requirements for recording, effective date and effective term for D.A. Duration pursuant to the current Agreement is July 30, 2016 (Ref. Third Amendment).	<b>Section 19. Effective Date, Duration of Agreement</b> – Provisions include statutory requirements for recording, effective date and effective term for D.A. Duration pursuant to the proposed Agreement is twenty years.
<b>Section 13. Termination</b> – Includes provisions for termination related to nonperformance or breach of terms of the Agreement.	<b>Section 19. Effective Date, Duration of Agreement</b> – Provisions for termination are included in this section
<b>Section 14. Amendment</b> – Provision for amendment of D.A. consistent with statutory requirements.	<b>Section 20. Amendment</b> – Provision for amendment of D.A. consistent with statutory requirements.
<b>Section 15. Further Assurances</b> – Provisions include declaration of intent to cooperate and coordinate consistent with the terms of the Agreement.	<b>Section 21. Further Assurances</b> – Provisions include declaration of intent to cooperate and coordinate consistent with the terms of the Agreement.
<b>Section 16. Notices</b> – Provides names and addresses for notification related to the Development Agreement.	<b>Section 22. Notices</b> – Provides names and addresses for notification related to the Development Agreement.
<b>Not in Current Agreement</b>	<b>Section 18. Conditions Precedent to Agreement Being Effective</b> – Provisions include the issue of the City making demand on existing surety bonds related to the SHP project as a condition precedent to this Agreement becoming effective.

**Budget Impact:** The proposed Agreement continues to be negotiated between both Parties through the date of the first Public Hearing (8/24/2010). Primary items being negotiated relate to impact fee credits for improvements related to utilities (water, sewer & reuse) and transportation. Other items of negotiation include the timing of when certain improvements are required to be installed as well as language in multiple sections that are being fine tuned to the Parties mutual consent. The City will be looking to existing surety bonds to complete required improvements to the phased subdivision plats that have been approved in the SHPMUD. Additionally, the City will be looking to the existing surety bond(s) to complete the Cobb Road WRF expansion and upgrade to reuse capability, and retains the obligation of funding \$2.575 million of the cost to upgrade the plant. Other obligations that are in the original Agreement that are not being carried into the proposed Amended & Restated Agreement include provisions for the Developer to acquire the right-of way for Governor Boulevard from Hernando County (between the old site of the Cooperative Extension Service, the Fairgrounds and Animal Control Services facility), and the right-of-way/drainage retention and preliminary design for Governor Boulevard from the U.S. 41 commercial property on south to Powell Road.

Current circumstances associated with the bankruptcy of HRD (and affiliates) have allowed for this opportunity to work with a single entity (GP) to attempt to address the fallout from the current Developer's anticipated default on the terms associated with said original Agreement. If the City is unsuccessful in negotiating the terms of the proposed Development Agreement with GP, it is anticipated that the bankruptcy court will redistribute the property to multiple creditors. This would be a much more difficult prospect for the City in having to negotiate with multiple entities to complete required infrastructure for the subsequent additional development that is anticipated to occur in this area.

**Legal Statement:** The City is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes. Pursuant to Section 1.03 of the Charter, the City has all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services to include matters of fiscal impact and acceptance of grant funds. The City has authority to negotiate and enter into a development agreement in accordance with the provisions of the Florida Local Government Development Agreement Act (Fla. Stat. §163.3221, et. seq.)

**Recommendation:** Consideration of a Development Agreement requires two public hearings. At this time, after reviewing the information provided by staff and the Developer, direction from Council is requested concerning the content of the proposed Agreement.

**Enclosures:** 1. Proposed Development Agreement between the City & GP (most current version)

pc: file

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

W. WILLIAM LI, ESQUIRE  
PAPPAS METCALF JENKS & MILLER, P.A.  
245 Riverside Ave, Suite 400  
JACKSONVILLE, FL 32202

## AMENDED AND RESTATED DEVELOPMENT AGREEMENT

**THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (the “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY OF BROOKSVILLE, FLORIDA**, a municipal corporation under the laws of the State of Florida (the “City”), and **GREENPOINTE COMMUNITIES, LLC**, a Florida limited liability company (the “Developer”).

### RECITALS:

A. Hampton Ridge Developers, LLC, a Delaware limited liability company (“HRD”) and the City entered into that certain Development Agreement recorded in Official Records Book 1673, Page 803, as amended by that certain First Amendment to Development Agreement recorded in Official Records Book 1916, Page 1719, as amended by that certain Second Amendment to Development Agreement recorded in Official Records Book 1938, Page 1758, as amended by that certain Third Amendment to Development Agreement recorded in Official Records Book 2565, Page 508, all of the public records of Hernando County, Florida (collectively, the “Original Agreement”).

B. The Original Agreement provides certain benefits and obligations to the Property; the Property is more particularly described in **Exhibit “A”** attached hereto.

C. The Property is benefited by certain City approvals as evidenced by the existing City of Brooksville Comprehensive Plan Future Land Use Element with a portion of the Property being designated as Southern Hills Plantation Mixed Use District (“SHPMUD”) and a portion designated as suburban residential; and portions of the Property are benefited by an approved zoning designation.

1. The City has approved final subdivision plats for portions of the Property as part of a residential golf course community known as “Southern Hills Plantation,” substantial portions of which have been previously conveyed to third parties or are in a state of partial construction. A depiction of Southern Hills Plantation is attached hereto as **Exhibit “B”**.

2. The platted portions of the SHPMUD constitute the developed lands (“Developed Lands”). The City approvals for the Developed Lands are set forth in the final plats noted below and Ordinance 672 (“Developed Land Approvals”).

a. The final plat for Phase One of the Developed Lands is recorded in the Official Public Record in Plat Book 35, Page 1 and Plat Book 38, Page 4. The plat has been exercised, construction has commenced and individual lots have been conveyed to third parties which are not affiliated with the Developer.

b. The final plat for Phase Two of the Developed Lands is recorded in the Official Public Record in Plat Book 36, Page 40. The plat has been exercised, construction has commenced and individual lots have been conveyed to third parties which are not affiliated with the Developer.

c. The final plat for Phase Two A of the Developed Lands is recorded in the Official Public Record in Plat Book 36, Page 68. The plat has been exercised, construction has commenced and individual lots have been conveyed to third parties which are not affiliated with the Developer.

d. The final plat for Phase Three of the Developed Lands is recorded in the Official Public Record in Plat Book 37, Page 45. The plat has been exercised, construction has commenced and individual lots have been conveyed to third parties which are not affiliated with the Developer.

e. The final plat for Phase Three A-1 of the Developed Lands is recorded in the Official Public Record in Plat Book 39, Page 46. The plat has been exercised and construction has commenced.

3. Portions of the Property are undeveloped lands located within the SHPMUD (“Undeveloped Land In the SHPMUD”), other portions of the Property are undeveloped lands not located in the SHPMUD (“Undeveloped Land Not In the SHPMUD”) (collectively, “Undeveloped Lands”);

4. The Undeveloped Land In the SHPMUD is benefited by certain City approvals and the Undeveloped Land Not In the SHPMUD is benefited by other City approvals (collectively, “Undeveloped Land Approvals”).

D. The Developer is the successor in interest to HRD and is the current owner or contract vendee of the land which comprises a portion of the Property and is more particularly described on **Exhibit “C”** attached hereto (the “Purchased Land”).

E. The Purchased Land is comprised of portions of the Developed Lands not otherwise sold to other third party buyers, inclusive of a golf course and related facilities and 293 platted lots within Southern Hills Plantation, together with the Undeveloped Lands and the Undeveloped Lands is generally depicted on **Exhibit “D”** attached hereto.

F. The Developer and the City have agreed to amend, restate and replace the Original Agreement in its entirety with this Agreement, and the terms of this Agreement shall supersede and replace the Original Agreement in its entirety, except that those obligations which are more particularly set forth in other agreements between the City and HRD shall remain in full force and effect between the City and HRD (the “Ancillary Agreements”), provided in no event shall the Developer have any obligations under the Ancillary Agreements.

G. The public facilities that will serve the Undeveloped Lands through the build-out of the Undeveloped Land Approvals shall be provided by the following entities:

1. Subject to the improvements that will be provided by the Developer, the City will provide central water and sewer service.
2. Drainage shall be provided by on-site detention systems approved by the Southwest Florida Water Management District and the City and constructed and maintained by the Developer.
3. Solid waste collection, disposal, and management of recyclables shall be provided by the City.
4. Parks and recreation facilities will be provided by the Developer consistent with the City’s Codes and standards.
5. Education shall be provided by the Hernando County School Board.

H. The following is the public facility schedule applicable to the build-out of the Undeveloped Land Approvals through the twenty (20) years of this Agreement to 2030:

1. Transportation. This Agreement acknowledges that upon fulfillment of the conditions set forth in Section 3.D. below, the Developer will meet the requirements for transportation concurrency under Sub Part B, Chapter 101, Article V, Section 101-89 of the City’s Ordinance Code.
2. Potable Water and Sanitary Sewer. This Agreement acknowledges that upon the fulfillment of the conditions set forth in Section 3.A. below, the Developer will meet the requirements for potable water and sewer concurrency under Sub Parts A and B, Chapter 101, Article V, Section 101-89 of the City’s Ordinance Code and City shall provide adequate water and sewer service to the Undeveloped Lands.
3. Solid Waste. Solid waste and recyclables collection shall be provided by the City coincident with issuance of certificates of occupancy for improvements within the Undeveloped Lands, and upon payment of applicable fees.
4. Drainage. The Developer shall provide drainage in accordance with the requirements of the Southwest Florida Water Management District permit applicable to and approved by the City through the build-out of the Undeveloped Land Approvals.

5. Parks. Through the build-out of the Undeveloped Land Approvals, the Developer shall supply acreage for parks and open space as necessary to meet the adopted Level of Service Standard for parks and recreation as provided for in the City's Comprehensive Plan.

6. Education. The Hernando County School District will provide school capacity to the residents of the Undeveloped Lands through the build-out of the Undeveloped Land Approvals concurrent with the issuance of certificates of occupancy for residential improvements on the Undeveloped Lands.

I. The City has determined that the requirements of Section 163.3233 of the Florida Statutes have been met in that:

1. The City has adopted a local Comprehensive Plan that is in compliance;
2. The proposed development is consistent with the future land use designation applicable to the Purchased Land; and is consistent with other pertinent portions of the City Comprehensive Plan;
3. The City's Comprehensive Plan includes a financially feasible capital improvements element that provides for transportation facilities adequate to serve the proposed development and the capital improvements element has not yet been implemented with respect to the Undeveloped Lands; and
4. This Agreement shall constitute a binding commitment on the part of Developer to the City for the construction of facilities to serve the Undeveloped Land Approvals.

J. The Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (the "Act"), authorizes local governments to enter into development agreements with developers to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements.

K. Standards and Procedures for Public Facilities and Improvements are defined as follows:

1. Over-sizing Costs: Over-sizing costs shall mean the incremental cost difference between the size of the facilities needed to provide service or comply with City established minimum sizes and the size of the facilities needed to provide the capacity needs of the Developer's property.

2. Easements: The Developer agrees to obtain all easements or right-of-way use permits required to install and operate all public improvements that will be dedicated to the City. The Developer also agrees to grant the City the easement, using the City's Grant of Easement form attached hereto as **"Exhibit J"** or by record plat, along with the right of ingress and egress within the Property for those specific public improvements that will be dedicated to the City. The Developer agrees to furnish the City officially recorded copies of all easements or right-of-way use permits obtained for the improvements.

3. Acceptance of Installed Facilities: All public improvements installed by the Developer and intended to be dedicated to the City will remain the property of the Developer until accepted by the City in writing. Said improvements shall be maintained by the Developer until accepted by the City. Final acceptance will be given 365 calendar days following construction and final inspection and approval by the City. The City will perform a final inspection of the installed improvements 30 days prior to acceptance and will provide the Developer a written notice of acceptance upon correction of inspection concerns, if any. Any expenses sustained by the City prior to final acceptance because of a failure of the improvements installed by the Developer and the Developer's unwillingness or inability to restore service within a four-hour period shall be repaid by the Developer.

4. Design and Permitting Standards: The Developer agrees that all water and sewer facilities' design, permitting and construction shall comply with the codes, rules, recommendations and specifications of the City, the Federal and State Departments of Environmental Protection, and any other regulatory agencies having jurisdiction, and shall be subject to inspection and final approval by the City.

5. Internal Potable Water and Sewer Facilities: The Developer shall construct in phases, at the Developer's expense, the water and sanitary sewer facilities to serve the individual connection to structures or lots that are within the Developed and Undeveloped Lands. Said internal facilities shall be constructed to City standards, subject to plan review and approval by the City. The cost of said lines shall not receive impact fee credit. The City shall accept said facilities subject to final inspection and approval by the City, successful closure of the FDEP construction permit(s) and construction as-built drawing approval. The City shall assume all maintenance responsibility for all such water and sanitary sewer facilities external and internal to the Property installed in public rights-of-ways or easements dedicated to the City. The point of connection for all potable water and sanitary sewer connections to lots or structures shall be the front lot line, unless otherwise agreed to by the City.

6. Capacity Commitment: The City agrees to reserve water or sewer capacity for the Developed and Undeveloped Lands provided the agreed upon payment plan payments are kept up to date. If the payment is not kept up-to-date, the capacity of water and sewer service committed will be the connection fee, at the time of the

default, divided into the payment; additional capacity will not occur until payment is brought current.

**NOW THEREFORE**, in consideration of the mutual terms, covenants, and conditions contained herein, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and, together with all exhibits attached hereto, are hereby incorporated by reference. Where the pictorial depictions and descriptions set forth in the attached exhibits may conflict with Undeveloped Land Approvals, the Undeveloped Land Approvals shall govern.

2. **Purpose.** The purpose of this Agreement is to establish the availability and means for public utilities to serve the Undeveloped Land Approvals, to provide for the construction of certain transportation improvements conferring an area-wide benefit on the transportation network, to reserve certain sites within the Undeveloped Lands for certain future, potential public facilities and purposes, and to meet the concurrency requirements for the development of the Undeveloped Land Approvals pursuant to applicable laws, regulations and ordinances.

3. **Public Facilities and Exactions.** In order for the Developer to proceed with the development of the Undeveloped Lands and to meet the concurrency requirements for the Undeveloped Land Approvals pursuant to applicable laws, regulations and ordinances, the City has required, and the Developer agrees as follows:

A. **Potable Water.**

(i) The estimated potable water usage for the Southern Hills Plantation portion is 290,750 gallons per day. The estimated potable water usage for the undeveloped portion is 137,250 gallons per day.

(ii) Developer agrees to pay for the design, permitting and construction of a 12-inch PVC potable water main loop from Phase 3A of Southern Hills Plantation north to connect with the City's existing water line in the Progress Energy (f.k.a. Florida Power Corporation) easement all as depicted on **Exhibit "E"** (the "Phase 3A Interconnect"). In order to provide for adequate water pressure for the Phase 3A Interconnect, the Developer will also install two (2) adequately-sized booster pumps with pressure monitoring capability. The Phase 3A Interconnect will be constructed and placed in service by the earlier of: (a) the recording of the final plat of Phase 3A-2; or (b) December 31, 2015; or (c) issuance of a certificate of occupancy for the 400<sup>th</sup> unit within the Property.

(iii) To provide potable water to serve the portions of the Undeveloped Lands located along State Road 50 and the regional requirements of the City, the Developer agrees to pay for the design, permitting and construction of a 12-inch PVC potable water transmission main from the City's existing water line on State

Road 50 and extend south along the proposed Governor Boulevard extension to the Undeveloped Lands as depicted on **Exhibit “E”** (the “Phase 1 Water Main”). Construction of the Phase 1 Water Main will occur concurrently with the construction of the Governor Boulevard Phase 1 Roadway Improvements as depicted on **Exhibit “H”** and further described in Section 3.D. below. The Developer shall receive impact fee credits for the costs associated with the design, permitting and construction of the Phase 1 Water Main.

(iv) In order to serve portions of the Undeveloped Lands and the regional requirements of the City, the Developer agrees to pay for the design, permitting and construction of a 12-inch PVC potable water transmission main extension from the Phase 1 Water Main south along Governor Boulevard as depicted on **Exhibit “E”** (the “Phase 2 Water Main”). Construction of the Phase 2 Water Main will occur concurrently with the construction of Governor Boulevard Phase 2 Roadway Improvements as depicted on **Exhibit “H”** and further described in Section 3.D. below. Upon completion of the Phase 2 Water Main, the City will have the option to remove and relocate the temporary Phase 3A Interconnect at the City’s cost and expense. The Developer shall receive impact fee credits for the costs associated with the design, permitting and construction of the Phase 2 Water Main.

(v) In order to serve portions of the Undeveloped Lands and the regional requirements of the City, the Developer agrees to pay for the design, permitting and construction of a 12-inch PVC potable water transmission main extension along Governor Boulevard as depicted on **Exhibit “E”** (the “Phase 3 Water Main”). Construction of the Phase 3 Water Main will occur prior to or simultaneously with the construction of Governor Boulevard Phase 3 Roadway Improvements as depicted on **Exhibit “H”** and further described in Section 3.D. below. The Developer shall receive impact fee credits for the costs associated with the design, permitting and construction of the Phase 3 Water Main.

(vi) In order to serve the regional requirements of the City, the Developer agrees to pay for the design, permitting and construction of a 12-inch PVC potable water transmission line from the existing water main located at the entrance of Southern Hills Plantation then west along Southern Hills to the intersection of Governor Boulevard and Southern Hills Boulevard as depicted on **Exhibit “E”** (the “Southern Hills Boulevard Second Water Main”). The construction of the Southern Hills Boulevard Second Water Main will occur concurrently with the Phase 3 Water Main. The Developer shall receive impact fee credits for the costs associated with the design, permitting and construction of the Southern Hills Boulevard Second Water Main.

(vii) Within ninety (90) days of the Effective Date of this Agreement, the City hereby agrees to enter into a utilities service agreement with the Developer to reserve potable water capacity through the build out of the Undeveloped Land Approvals. Under the terms of such utilities service agreement, the Developer

shall pay to the City the total impact fees for potable water based on the total build-out of the Undeveloped Land Approvals reduced by any existing impact fee credits accrued (the “Potable Water Impact Fees”). The Potable Water Impact Fees shall be paid by the Developer to the City in increments of twenty percent (20%) per year, until the Potable Water Impact Fees are paid in full, provided each additional incremental payments of the Potable Water Impact Fees shall be reduced by any additional impact fee credits earned by the Developer from time to time from the construction of improvements contemplated herein and not yet applied by the Developer. To the extent any additional impact fee credits earned exceed the incremental payment due, then such excess impact fee credits shall be applied towards the next incremental payment due for the Potable Water Impact Fees. Once any connection or impact fees have been paid either in the form of application of impact fee credits accrued or from cash payments, no additional connection or impact fees will be due in connection with the reservation of capacity, unless the Developer requests capacity greater than the estimate in paragraph B.(i). To the extent the Developer has made cash payments of the Potable Water Impact Fees and at a later date the Developer accrues additional impact fee credits from the construction of improvements contemplated herein which exceed the total amount of the Potable Water Impact Fees, the City shall reimburse the Developer such cash payments already paid from the future impact fees paid by subsequent developers or customers.

**B. Sanitary Sewer Capacity and Service.**

(i) The estimated sanitary sewer usage for the Southern Hills Plantation portion is 232,600 gallons per day. The estimated sanitary sewer usage for the undeveloped portion is 117,100 gallons per day.

(ii) To provide sanitary sewer service to the portions of the Undeveloped Lands located along State Road 50, the Developer agrees to pay for the design, permitting and construction of sanitary sewer transmission mains from the City’s existing sewer line on State Road 50 and extend south with the proposed Governor Boulevard extension to the Undeveloped Lands all as depicted on **Exhibit “F”** (the “Phase 1 Sewer Main”). The Phase 1 Sewer Main will occur concurrently with the construction of Governor Boulevard Phase 1 Roadway Improvements as depicted on **Exhibit “H”** and further described in Section 3.D. below. If the Phase 1 Sewer Main serves a regional benefit as determined by the City, the Developer shall receive impact fee credits associated with the design, permitting and construction of the Phase 1 Sewer Main. If the Phase 1 Sewer Main is part of the internal transmission, then the Phase 1 Sewer Main is not eligible for impact fee credits, except for any approved over-sizing costs which may be requested by the City.

(iii) To provide sanitary sewer service to portions of the Undeveloped Lands, the Developer agrees to pay for the design, permitting and construction of sanitary sewer transmission mains to the City’s existing sewer line along the proposed

Governor Boulevard as depicted on **Exhibit “F”** (the “Phase 2 Sewer Main”). Construction of the Phase 2 Sewer Main will occur concurrently with the construction of Governor Boulevard Phase 2 Roadway Improvements as depicted on **Exhibit “H”** and further described in Section 3.D. below. If the Phase 2 Sewer Main serves a regional benefit as determined by the City, the Developer shall receive impact fee credits associated with the design, permitting and construction of the Phase 2 Sewer Main. If the Phase 2 Sewer Main is part of the internal transmission, then the Phase 2 Sewer Main is not eligible for impact fee credits, except for any approved over-sizing costs which may be requested by the City.

(iv) To provide sanitary sewer service to portions of the Undeveloped Lands, the Developer agrees to pay for the design, permitting and construction of sanitary sewer transmission mains to the City’s existing sewer line along the proposed Governor Boulevard as depicted on **Exhibit “F”** (the “Phase 3 Sewer Main”). Construction of the Phase 3 Sewer Main will occur with the construction of Governor Boulevard Phase 3 Roadway Improvements as depicted on **Exhibit “H”** and further described in Section 3.D. below. If the Phase 3 Sewer Main serves a regional benefit as determined by the City, the Developer shall receive impact fee credits associated with the design, permitting and construction of the Phase 3 Sewer Main. If the Phase 3 Sewer Main is part of the internal transmission, then the Phase 3 Sewer Main is not eligible for impact fee credits, except for any approved over-sizing costs which may be requested by the City.

(v) Within ninety (90) days of the Effective Date of this Agreement, the City hereby agrees to enter into a utilities service agreement with the Developer to reserve sanitary sewer capacity through the build-out of the Undeveloped Land Approvals. Under the terms of such utilities service agreement, the Developer shall pay to the City the total impact fees for sanitary sewer based on the total build-out of the Undeveloped Land Approvals reduced by any existing impact fee credits accrued (the “Sanitary Sewer Impact Fees”). The Sanitary Sewer Impact Fees shall be paid by the Developer to the City in increments of twenty percent (20%) per year, until the Sanitary Sewer Impact Fees are paid in full, provided each additional incremental payment of the Sanitary Sewer Impact Fees shall be reduced by any additional impact fee credits earned by the Developer from time to time from the construction of improvements contemplated herein and not yet applied by the Developer. To the extent any additional impact fee credits earned exceed the incremental payment due, then such excess impact fee credits shall be applied towards the next incremental payment due for the Sanitary Sewer Impact Fees. Once any connection or impact fees have been paid either in the form of application of impact fee credits accrued or from cash payments, no additional connection or impact fees will be due in connection with the reservation of capacity, unless the Developer requests capacity greater than the estimate in paragraph B.(i). To the extent the Developer has made cash payments of the Sanitary Sewer Impact Fees and at a later date the Developer accrues additional impact fee credits from the construction of improvements contemplated herein

which exceed the total amount of the Sanitary Sewer Impact Fees, the City shall reimburse the Developer such cash payments already paid from the future impact fees paid by subsequent developers or customers.

C. **Reclaimed Water Capacity and Service.**

(i) When reclaimed water meeting public access reuse standards and applicable Florida Department of Environmental Protection (“FDEP”) requirements for public access reuse water (“Reclaimed Water”) is made available by the City, the City shall provide to the Developer, its designees or assigns, up to 1.0 mgd (annual average) of Reclaimed Water for irrigation purposes to Southern Hills Plantation and portions of the Land as may be desired by the Developer and the Developer shall have first priority for receipt of the Reclaimed Water from the City before all other City customers. As consideration for providing storage capacity for the Reclaimed Water for the benefit of the City, the City shall provide the Reclaimed Water to the Developer for no additional charge until the expiration of six (6) years from the date the City commences regular, uninterrupted delivery of the Reclaimed Water; and such time as the City adopts a bulk rate for the Reclaimed Water, which bulk rate shall be consistent with other similar providers of reclaimed water (the “Charge Date”). From and after the Charge Date the City may charge the Developer the established bulk rate for Reclaimed Water. The Developer will accept and take up to 1.0 mgd of Reclaimed Water to the extent made available by the City and required by the Developer before the Developer will accept alternative irrigation water supply from any other sources.

(ii) The Developer agrees to complete, at Developer’s expense, construction of the remaining improvements related to the reclaimed water system as depicted on **Exhibit “G”** (the “Developer Reclaimed Water System Improvements”). The Developer agrees to operate and maintain the Developer Reclaimed Water System Improvements in accordance with the requirements of FDEP.

(iii) Ownership and maintenance of the Reclaimed Water System Improvements within the Developer's Purchased Land are the responsibility of the Developer. The City shall be allowed access to inspect and monitor the Reclaimed Water System extracting water from the storage ponds, transmission system to the spray distribution system, and distribution system to the spray heads. Such inspection shall be to monitor the system for proper operation and maintenance to ensure compliance with rules, regulations and conditions for reclaimed water irrigation. The Developer will take immediate corrective action to correct deficiencies noted by the City and all other regulatory agencies. If the Developer does not correct deficiencies upon sixty (60) days written notice from the City specifically listing the deficiencies, the City may take the necessary action to cure the deficiencies and charge the Developer its costs to correct the deficiencies. The City may immediately cease to provide Reclaimed Water until

the deficiencies are corrected, provided upon correction of the deficiencies, the City shall immediately commence delivery of the Reclaimed Water.

(iv) Within ninety (90) days of the Effective Date of this Agreement, the City hereby agrees to enter into a utilities service agreement with the Developer to reserve reclaimed water capacity.

D. **Transportation System Requirements.** The Developer asserts that the existing area roadway network provides capacity to meet the adopted level-of-service requirements for the build-out of 1163 residential units within Southern Hills Plantation, so as to allow the development of the Southern Hills Plantation to meet the transportation concurrency requirements under Sub Part B, Chapter 101, Article V, Section 101-89 of the City's Ordinance Code.. Prior to development of the Undeveloped Lands, and as mitigation for transportation impacts from the Undeveloped Land Approvals and for purposes of meeting transportation concurrency through the build-out of the Undeveloped Land Approvals, the Developer agrees to design, permit, and construct the following roadway improvements coincident with traffic impacts to be generated from the Undeveloped Land Approvals as follows:

(i) The Developer shall design, permit and construct the Phase 1 Governor Boulevard Roadway Improvements as depicted on **Exhibit "H"** upon the earlier of: (i) issuance of a certificate of occupancy for improvements located upon the Land and accessing the Phase 1 Governor Boulevard Roadway Improvements as depicted on **Exhibit "H"**, or (ii) December 31, 2014.

(ii) The Developer shall design, permit and construct the Phase 2 Governor Boulevard Roadway Improvements as depicted on **Exhibit "H"** in two or more increments simultaneously with the issuance of preliminary plat or development approval for improvements located upon the Purchased Land and accessing the Phase 2 Governor Boulevard Roadway Improvements as depicted on **Exhibit "H"** up to and including such access point, such that construction commences with preliminary plat approval and construction is completed prior to the issuance a certificate of occupancy; provided, however, that the Developer shall only be required to construct the applicable portion of the Phase 2 Governor Boulevard Roadway Improvements requiring acquisition of necessary right-of-way from Hernando County, Florida (the "County") after the City has acquired said right-of-way from the County for construction of the applicable increment of Phase 2 Governor Boulevard Roadway Improvements. The Phase 2 Governor Boulevard Roadway Improvements may be constructed in one or more phases to accommodate the development and access needs of the lands adjacent to the Phase 2 Governor Boulevard Roadway Improvements when constructed.

(iii) The Developer shall design, permit and construct the Phase 3 Governor Boulevard Roadway Improvements as depicted on **Exhibit "H"** either

simultaneously with the issuance of preliminary plat or development approval for improvements located upon the Purchased Land and accessing the Phase 3 Governor Boulevard Roadway Improvements as depicted on Exhibit "H" or (ii) by December 31, 2021.

(iv) Within six (6) months of the execution of this Agreement, the Developer shall deed to the City the required property easements, outside of the right of way of Governor Boulevard, currently deeded to the City, required to construct, operate and maintain the stormwater facilities for the proposed Governor Boulevard as approved under Southwest Florida Water Management District Permit # 43025279.03.

(v) Within six months of the Effective Date of this Agreement, the Developer shall convey to the City the lands depicted on Exhibit "H" attached hereto ("Phase 4 Governor Boulevard right of way and Property") for construction of public right-of-way improvements. Thereafter, the Developer shall have no further obligations related to the extension of Governor Boulevard south from Southern Hills Plantation Boulevard to Pine Cabin Road.

(vi) If the Phase 1 Governor Boulevard Roadway Improvements have not been constructed, the Developer shall design, permit, and construct a secondary emergency access to Hope Hill Road as depicted on Exhibit "H" attached hereto (the "Emergency Access") upon the earlier of: (i) the recording of the final plat of Phase 3A-2; or (b) December 13, 2015. Additionally, as part of the platting requirements for Phase 3A-2, the Developer shall design a secondary access to connect to Governor Boulevard, and will permit and construct the connecting road at the time when the Phase 2 section of Governor Boulevard is constructed.

The City acknowledges and agrees that the construction of the roadway improvements contemplated in this Agreement shall cause the improvements to be constructed on the Undeveloped Lands through the build-out of the Undeveloped Land Approvals to meet the transportation concurrency requirements under Sub Part B, Chapter 101, Article V, Section 101-89 of the City's Ordinance Code. Additionally, the roadway improvements described herein will confer an area-wide benefit to the regional transportation system. Accordingly, in exchange for performing the roadway improvements set forth above, the Developer will receive transportation impact fee offsets/credits equal to the costs associated with the design, permitting and construction of such roadway improvements up to a maximum amount of total impact fees, at the then current rates, generated by units solely within the Property. To the extent the Developer accrues impact fee offsets/credits which exceed the requirements for the build-out of the Undeveloped Land Approvals, the City shall reimburse the Developer such cash payments made by subsequent developers or customers within the Property. In the event that all or any portion of the foregoing transportation work is committed or constructed by others prior to construction by Developer, Developer shall be relieved from such obligations and the City and Developer shall enter into an addendum to this Agreement revising the scope of work.

E. **School Concurrency.** The City acknowledges that the Original Agreement was adopted prior to the requirements of school concurrency and is vested from the requirements of school concurrency as set specifically set forth in this paragraph. Where the City agrees or represents that school concurrency requirements have been met and are vested with respect to either the Developed Lands or the Undeveloped Lands, such agreement or representation is limited to the following approvals or conditions:

(i) Southern Hills Plantation Mixed Use District (SHP Mixed-Use PDP) – Nine hundred ninety-nine units (999) were approved prior to enactment of the statutory requirements for school concurrency.

(ii) Any residential units above 999 in the SHPMUD and the Undeveloped Land Not In The SHPMUD to be developed at a density not to exceed 2.5 units per gross acre are subject to a determination by the Hernando County School Board as to school concurrency requirements.

F. **Public Facilities Site(s).** By December 31, 2016, upon request by the City, the Developer shall offer to the City one (1) or more sites within the Undeveloped Lands located along the Phase 4 Governor Boulevard right of way and Property, suitable for a regional park, library, law enforcement facilities, emergency medical services, public utility site, educational center, town center, or meeting hall, or other appropriate and desirable purposes (including one or more of the foregoing in combination), for transfer to the City (the “Public Land”). The Public Land must be generally acceptable to the City based on the suitability of the property for the use proposed. Following the Developer’s transfer of the Public Land to the City, the Developer shall be entitled to impact fee credits in an amount equal to the value of the Public Land under the City’s then prevailing ordinances in respect to parks or public facilities. Unless otherwise agreed to by the City and the Developer, the value of the Public Land shall be determined by each party (at their own cost) obtaining an independent fair market-value appraisal of the Public Land. The appraisals will be obtained within ninety (90) days of the City’s written expressed interest in the obtaining the Public Land, and the averaged results of the appraisals will be the basis for establishing impact fees credits/offsets or cash payment, as may be applicable to the Public Land. In the event the City has not accepted the transfer of a site within one year of the date that it is offered, said site shall be deemed released for other development purposes, and the Developer and the Undeveloped Lands shall be relieved of this obligation.

G. **Impact Fee Credit Expiration.** Any unreimbursed impact fee offsets/credits earned, accrued or acquired under this Agreement shall expire as of the expiration date of this Agreement.

4. **Additional Developer Obligations.** The Developer hereby covenants and agrees as follows:

A. **Annual Report.** To assist the City in complying with Florida Statutes Section 163.3235, on or before November of each year this Agreement is in effect, the

Developer shall provide a written status report to the City describing the Developer's activities undertaken during the preceding year to achieve the obligations of this Agreement. The Developer agrees to include in the Annual Report an economic analysis or description of the impact of the development on the City tax base and infrastructure and to provide the City a status update on the timing of completion of the obligations under this Agreement and related build-out activities.

- B. **Notice/Advertising.** The Developer will pay all costs related to providing notice and advertising this Agreement, and any amendment or modification thereto, under Florida Statutes Section 163.3225.
- C. **Recording Fees.** The Developer will pay all costs related to recording this Agreement, and other documents contemplated herein which are required to be recorded, in the public record.
- D. **Florida Yards and Neighborhoods Program.** The Developer agrees to encourage land owners within the Property to utilize the University of Florida's "Florida Yards and Neighborhoods" program, or its equivalent.

5. **Existing Impact Fee Credits.** Upon the reasonable request of the Developer from time to time, the City shall confirm its accounting of the impact fee credits available to the Developer and any community development districts controlled or formed by the Developer. For the portions of the public facilities qualifying for impact fee credits, the Developer agrees to go through a publicly advertised, sealed bid procedure with a fixed bidding period similar to the City's public bid procedure. Bids received shall be kept sealed and will be opened at a scheduled bid opening with a City representative present. The Developer agrees to provide bids to the City for review and input for selection of the best bid. The City's representative shall be allowed to attend all pre-bid and pre-construction conference(s) and shall be allowed to comment.

6. **City's Commitments and Obligations.** The City hereby covenants and agrees as follows:

A. **Future Annexations.** The Developer may petition to voluntarily annex additional lands which may come under its ownership or control, adjacent to or in the vicinity of the Purchased Land, provided such lands meet the requirements of Chapter 171, Florida Statutes. In the event of such voluntary annexation, the City agrees to consider incorporating such additional lands into this agreement, by amendment, on the same terms and conditions as set forth herein.

B. **Boundary Amendments.** Upon adequate notice to and approval by the City, the Developer may amend the boundaries of the Undeveloped Lands by adding property adjacent to the Undeveloped Lands without amendment of this Agreement, as long as the density or

intensity of the Undeveloped Lands is not increased and the use is consistent with the Comprehensive Plan designation.

C. **Public Rights-of-Way.** The City shall accept the permanent maintenance responsibility with respect to any public roads, drainage or environmental mitigation areas or facilities dedicated within the Purchased Land and accepted by the City. With concurrence by the City, Developer may assume some or all of the maintenance or landscaping obligations.

D. **Stormwater System.** Subject to customary permitting requirements of the Southwest Florida Water Management District and other agencies having jurisdiction, the Developer shall have the right to incorporate reclaimed water storage and/or recharge into the master stormwater system for the development of the Undeveloped Lands.

E. **Regulations in Effect.** The City has numerous Comprehensive Plan and land development regulations in effect that govern the development of the Land, including, but not limited to, concurrency regulations and fees, stormwater requirements, wetland protection standards, tree protection standards, habitat conservation standards and building code requirements. The City acknowledges that the development of the Undeveloped Lands is vested against any subsequently adopted Ordinances or new Comprehensive Plan policies or goals related thereto, which are not in effect as of the date of this Amended and Restated Agreement, for the duration of this Agreement, provided utility user and impact fees (water, sewer stormwater and related rates), and hookup fees are excluded from this vesting. All fees will be payable at the current rates and capacity value at the time the fees are paid or a credit or construction cost offset is created. If water or sewer construction costs are offset by impact fee credits, the credit will be created upon substantial completion and closure of all applicable permits. Nothing herein shall be construed to modify, limit or eliminate any existing or future laws of statewide application affecting the development of land, as applied by governmental agencies having jurisdiction over the Undeveloped Lands.

F. **Tree, Landscape and Mitigation Ordinances and Requirements.** The Developer and the City agree to abide by the Tree Management Plan attached hereto as **Exhibit "I"**.

G. **Club Facilities.** The City agrees that lodging facilities at the club facilities for Southern Hills Plantation is an accessory use to the residential/golf course community, and is a permitted use under the C-PDP zoning. In addition, the City shall process in good faith for approval, the issuance, assignment, or renewal of alcoholic beverage licenses for the club facilities.

H. **Ancillary Uses.** The Developer also contemplates other potential public, semi-public, and private uses within the Undeveloped Lands, as ancillary to the C-PDP zoning for the Undeveloped Lands, including recreational vehicle and boat parking, utility substations, cellular or other communication towers, internet or satellite installations, helipad, helistop, borrow pit excavations, temporary construction facilities, temporary marketing facilities, marketing signage, sales centers for on-site and off-site sales, and other related uses. The City agrees that all such uses are deemed ancillary to the C-PDP zoning and permitted within the Undeveloped Lands,

subject to City approval based on appropriate location criteria and buffering requirements from incompatible uses.

I. **Temporary Uses.** The City agrees that the Developer may use temporary utilities, including well and septic tank or pumpout stations, and temporary electrical connections, for the golf course and golf course ancillary facilities, construction and sales trailers, other community development facilities, and maintenance facilities, subject to the approval of the City and Hernando County Health Department, where required. The City will approve permits necessary to accommodate said structures or facilities.

J. **CSX Right-of-Way Abandonment.** In the event the existing CSX Railroad right-of-way identified on **Exhibit “G”** attached hereto is subject to an abandonment proceeding, to the extent the City has priority rights thereto and subject to the City’s right to acquire ownership of the right-of-way for municipal purposes, the City, to the extent permissible by applicable law, grants Developer, its designees or assigns, the first priority to acquire such abandoned right-of-way from State Road 50 Bypass south to Powell Road, for inclusion of said lands into Southern Hills Plantation, on the same terms and conditions offered by CSX to the City. In the event the City acquires the right-of-way for municipal purposes, the City agrees that said uses will be compatible with uses on the adjacent property.

K. **New Municipal Facilities.** In the event the City, during the duration of this Agreement, elects to construct any new City-owned public facility, or any major expansion of an existing City-owned facility, the City agrees to negotiate in good faith with the Developer for the potential placement of such public facility within the Purchased Land, on terms mutually agreeable to the parties, when locating said facility within the Purchased Land makes sense from a purpose and use perspective to the City.

L. **Interim Agricultural Use.** The City acknowledges the historic agricultural use of the Purchased Land, portions of which have existing greenbelt exemption for ad valorem taxation purpose, pursuant to Florida law. Agricultural uses are expressly permitted under the C-PDP zoning for the Undeveloped Lands and existing uses may be continued. Notwithstanding the existence of a plat for a phase of the Undeveloped Lands, those portions of the Undeveloped Lands not yet platted may be used for agricultural purposes notwithstanding the rezoning of the Undeveloped Lands or this Agreement. The City expressly acknowledges and agrees that the Undeveloped Lands shall be platted in phases, as development progresses, and that the remaining, undeveloped land within the Purchased Land shall not be required to be platted until it is subdivided for sale or developed.

M. **Open Space Requirement.** The City acknowledges and agrees that the recreational areas and open space requirements within the Undeveloped Lands meet the requirements of the Comprehensive Plan and the Land Development Code.

N. **Development Approvals.** The City shall exercise its best efforts to assist the Developer in procurement of all agency permits and approvals for the development of the Undeveloped Lands consistent with this Agreement.

O. **Building Permits.** Developer shall be entitled to issuance of building permits by the City to construct residential homes in platted phases of the Purchased Land provided that a site civil construction plan has been approved and remaining improvements are either constructed or bonded to City standards. Certificates of occupancy shall be approved and issued by the City in accordance with applicable law for development in each phase of the Land once the bonded improvements necessary to serve such development have been completed by the Developer and operating permits have been issued by FDEP.

P. **Community Development Districts.** To the extent any obligations in this Agreement are met or performed by a community development district, the Developer shall no longer be subject to the obligation. Impact fee credits, offsets, City Approvals or interests resulting from the construction and financing by the community development district(s) may be assigned by the district(s) to the Developer and utilized by the Developer, its successors or assigns.

7. **Authority and Duration.** This Agreement is made and granted pursuant to Florida Statutes Section 163.3220 - 163.3243 and is effective through the twentieth (20<sup>th</sup>) anniversary of the Effective Date of this Agreement, or within any applicable extension of this Agreement issued or agreed to by the City as set forth in Section 7 below. Except as provided in this Agreement, and by Florida Statutes Section 163.3233(2) and Florida Statutes Section 163.3241, the City shall not impose any further conditions, laws, or policies upon the Undeveloped Lands.

8. **Extension of Agreement.** The duration of this Agreement may be extended by the City after conducting a public hearing in the manner specified in Section 163.3225, Florida Statutes, as amended from time to time.

9. **Necessity to Obtain Permits.** Developer acknowledges its obligation to obtain all necessary federal, state and local development permits. The failure of this Agreement to address any particular permit, condition, term, or restriction applicable to the development of the Undeveloped Lands shall not relieve Developer or any successor or assign of the necessity of complying with federal, state, and local permitting requirements, conditions, terms, or restrictions as may be applicable.

10. **Agreement Consistent with Comprehensive Plan and Florida Statutes Section 163.3180.** The City hereby acknowledges and agrees that (i) the development of the Undeveloped Lands is consistent with the Florida Statutes and with the City's Comprehensive Plan, (ii) that the City's Comprehensive Plan is in compliance with the State of Florida Comprehensive Plan, and (iii) Developer is, by execution of this Agreement, making a binding commitment to the City to construct the water, sewer and transportation infrastructure necessary to serve the Undeveloped Lands.

11. **Remedies.** Each party to this Agreement shall be entitled to seek enforcement of this Agreement against the other party and shall have all remedies available at law or in equity, including the remedy of specific performance and all forms of injunctive relief.

12. **Binding Effect and Assignment.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement from and after the Effective Date as defined in Section 18 below. Any references herein to the Developer shall also mean and refer to its successors and assigns and Developer may assign any obligations herein to another party, including but not limited to a community development district, property owners association, affiliate of the Developer, or any other party; provided, however, the City reserves the right to object to any assignment to a party that is not the community development district, or property owner's association until the City has been provided adequate assurance of the assignee's ability to perform the obligations assigned.

13. **Applicable Law; Jurisdiction and Venue.** This Agreement and the rights and obligations of the City and the Developer under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in the state circuit and appellate courts in and for Hernando County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. **Joint Preparation.** Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

15. **Exhibits.** All exhibits attached to this Agreement contain additional terms of this Agreement and are incorporated into this Agreement by reference.

16. **Captions or Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision of this Agreement.

17. **Counterparts.** This Agreement may be executed in counterparts, each constituting a duplicate original, but such counterparts shall constitute one and the same Agreement.

18. **Conditions Precedent to Agreement Being Effective.** This Agreement contemplates the City having made demand on existing surety bonds relating to the Southern Hills Plantation project. Notwithstanding any other provision in this Agreement, this Agreement shall not be effective or binding on the City or Developer prior to entry of an order by the United States Bankruptcy Court for the Western Division of Texas, Austin Division (the "Court") granting relief from the automatic stay imposed by Section 362 of the Bankruptcy Code (the "Relief Order") to allow the City to give notice to HRD of default as to the Original Agreement (the "Default Notices"), as appropriate, and for the City to pursue or make demand on the existing surety bonds in favor of the City related to the Southern Hills Plantation Project (the "Demand Notices"). The entry of the Relief Order by the Court, delivery of the Default Notices to HRD, and delivery of the Demand Notices to appropriate sureties (collectively, "Conditions Precedent") are all express conditions precedent which must occur prior to this Agreement

becoming effective. This Agreement contemplates that the Developer, or its affiliate(s), closes on the Purchase and Sale Agreement with HRD to acquire the Purchased Lands; in the event that the Purchased Lands are not acquired by the Developer, or its affiliate(s), then this Amended and Restated Development Agreement becomes null and void and the Original Agreement remains in full force and effect.

19. **Effective Date, Duration of Agreement.** Within fourteen (14) days after the City enters into this Agreement, the City shall record the Agreement with the Clerk of Circuit Court for Hernando County, Florida. A copy of the recorded Agreement shall thereafter be rendered to the Florida Department of Community Affairs within fourteen (14) days after it is recorded. This Agreement shall become effective thirty (30) days after it is received by the Florida Department of Community Affairs (the “Effective Date”). This Agreement shall remain in effect until the earlier of the following dates: (i) the date on which the construction is complete on all construction of improvements and infrastructure associated with the Undeveloped Lands, or (ii) the twentieth (20<sup>th</sup>) anniversary of the Effective Date, unless otherwise extended or terminated as provided for herein or in the Act. This Agreement may be terminated at any time by mutual consent of the parties.

20. **Amendment.** This Agreement may be amended by mutual consent of the parties so long as the amendment meets the requirements of the Act and applicable City ordinances.

21. **Further Assurances.** Each party to this Agreement agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other party in order to carry out the intent of and give effect to this Agreement. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the City, the parties declare their intention to cooperate with each other in effecting the purposes of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

22. **Default.** Neither party shall declare the other in default of any provision of this Agreement without giving the other party at least ten (10) calendar days advance written notice of intention to do so, during which time the other party shall have the opportunity to immediately remedy the default. The notice shall specify the default with particularity. The City reserves the right to immediately declare the Developer in default on its obligations under this Agreement if at any time during the term of this Agreement there will be filed by or against Developer in any court, pursuant to any statute, a petition in bankruptcy or insolvency for reorganization or for the appointment of a receiver to receive all or a portion of Developer’s property.

23. **Waiver.** No waiver or estoppel as to or against any party shall result from any failure to exercise or enforce any right or power hereunder, save only to the extent necessarily implied as to the particular matter directly concerned and then only for time being with respect thereto, and not in any way as to the future or as to any other matter.

24. **Attorney's Fees.** If any party shall violate or breach any of the terms or provisions of this Agreement, the party in default or breach shall indemnify and pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, including trial and any appellate litigation, which the prevailing party may incur or pay by breach of such default.

25. **Notices.** Any notices or reports required by this Agreement shall be sent to the following:

For the City:

T. Jennene Norman-Vacha  
City Manager  
201 Howell Avenue  
Brooksville, FL 34601

With a copy to:

Thomas S. Hogan, Jr.  
The Hogan Law Firm, LLC  
20 S. Broad Street  
Brooksville, FL 34601

For the Developer:

Edward E. Burr  
GreenPointe Communities, LLC  
7807 Baymeadows Road East, Suite 205  
Jacksonville, FL 32256

With copies to:

M. Lynn Pappas and W. William Li  
Pappas Metcalf Jenks & Miller, P.A.  
245 Riverside Avenue, Suite 400  
Jacksonville, FL 32202

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, one of which is to be delivered to the Developer, one to the City Clerk for filing in the City's official records and one to the Hernando County Clerk of Court for filing in the Official Public Record.

ATTEST:

CITY OF BROOKSVILLE, FLORIDA

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
MAYOR

COUNTY OF HERNANDO

STATE OF FLORIDA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, Mayor of the City of Brooksville, a municipal corporation under the laws of the State of Florida, who is personally known to me and who did (did not) take an oath.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type or Stamp Name of Notary Public)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

APPROVED AS TO LEGAL FORM & CONTENT FOR THE RELIANCE OF THE CITY OF BROOKSVILLE ONLY:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
City Attorney

Signed, sealed and delivered  
in the presence of:

GREENPOINTE COMMUNITIES, LLC, a  
Florida limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Edward E. Burr  
Its President

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

COUNTY OF \_\_\_\_\_

STATE OF FLORIDA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2010, by Edward E. Burr, the President of GreenPointe Communities, LLC, a Florida limited  
liability company, on behalf of the company, who is personally known to me or has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type or Stamp Name of Notary Public)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Schedule of Exhibits

Exhibit A – Property Description

Exhibit B - Southern Hills Plantation Planned Development Project

Exhibit C – Land

Exhibit D – Undeveloped Lands

Exhibit E – Potable Water

Exhibit F – Sanitary Sewer

Exhibit G – Reclaimed Water

Exhibit H – Transportation System Requirements

Exhibit I - Tree Management Plan

Exhibit J – Grant of Easement Form

Exhibit K – CSX Railway Right-of-Way

DRAFT

U:\10034\GREENPOINT\dwg\EXHIBITS\AGREEMENT\10034 EXHIBIT A.DWG, 8/20/2010 9:56:49 AM, PAA

SOUTH BROOKSVILLE PLAN AMENDMENT AREA

HOPE HILL PARCEL

DESCRIPTION:

Beginning at the Southeast corner of the Northeast 1/4 of Section 4, Township 23 South, Range 19 East, Hernando County, Florida; thence go N89°52'11"W, along the South line of the Northeast 1/4 of said Section 4, a distance of 1334.64 feet; thence N00°16'49"E, 1703.21 feet; thence S89°57'59"E, 372.08 feet; thence N00°08'15"E, 662.64 feet; thence N89°57'59"W, 11.88 feet; thence N00°08'16"E, 1040.57 feet to the North line of said Section 4; thence N89°54'04"E, along the North line of said Section 4, a distance of 769.45 feet to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 22 South, Range 19 East, Hernando County, Florida; thence N00°32'37"W, along the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 33, a distance of 2041.21 feet; thence N89°28'43"E, 1320.21 feet; thence N00°32'55"W, along the East line of said Section 33, a distance of 1460.52 feet thence N89°40'39"E, 1324.53 feet to the East line of the West 1/2 of the Northwest 1/4 of Section 34, Township 22 South, Range 19 East, Hernando County, Florida; thence S00°31'01"E, along the East line of the West 1/2 of the Northwest 1/4 of said Section 34, a distance of 1648.87 feet to a point on a curve; thence 256.09 feet along the arc of a curve concave to the Southeast, having a radius of 1505.88 feet and a chord and bearing of S24°28'44"W, 255.78 feet; thence S87°54'56"W, 380.71 feet; thence S02°08'45"E, 300.06 feet; thence S88°29'48"W, 843.31 feet to the Northwest corner of the Southwest 1/4 of said Section 34; thence S00°33'30"E, along the West line of said Section 34 a distance of 1301.41 feet to the Southwest corner of the Southwest 1/4 of said Section 34; thence S89°40'12"E, along the South line of said Section 34, a distance of 203.67 feet to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 3, Township 23 South, Range 19 East, Hernando County, Florida; thence S00°11'04"W, along the East line of the West 1/2 of the Northwest 1/4 of said Section 3, a distance of 3405.79 feet; thence S89°44'43"W, 1320.80 feet to the Point of Beginning.

LESS THE FOLLOWING DESCRIBED PROPERTY (TRACT "A")

Commencing At the Northwest corner of Section 3, Township 23 South, Range 19 East, Hernando County, Florida; thence S00°06'00"W, 1277.77 feet along the West line of said Section 3, thence N89°49'15"E, 344.03 feet for a Point of Beginning; thence continue N89°49'15"E, 653.40 feet; thence N00°02'56"E, 200.00 feet; thence S89°49'15"W, 653.40 feet; thence S00°02'56"W, 200.00 feet to the Point of Beginning. (As recorded in O.R. Book 318, Page 851 of the Public Records of Hernando County, Florida)

AND LESS THE FOLLOWING DESCRIBED PROPERTY (60' ROAD RIGHT-OF- WAY)

30 feet on each side of the following described line: Commencing at the N.W. corner of Farm Lot 2 GARDEN GROVE, as recorded in Plat Book 4, Page 43, Public Records of Hernando County, Florida, go thence Southwesterly along the Easterly right-of-way line of State Road No. 5 (as shown on said plat) a distance of 220.17 feet to the Point of Beginning; thence Easterly (202.20 feet South of and parallel to the North line of said Farm Lot 2) to a point that lies 30.00 feet East of the East line of said Farm Lot 2; thence on a deflection angle of 45 degrees 00'00"(from East to North) go to a point that lies 1047.77 feet south of the North line of Section 4, Township 23 South, Range 19 East; thence Easterly (1047.77 feet South of and parallel to the said North line of Section 4) to a point on the East line of said Section 4 that lies 1047.77' South of the N.E. corner of said Section 4; thence Easterly across the N.W. 1/4 of the N.W. 1/4 of Section 3, Township 23 South, Range 19 East, to a point on the East line of the N.W. 1/4 of the N.W. 1/4 of Section 3 that lies 1058.67 feet South of the N.E. corner of said N.W. 1/4 of N.W. 1/4 of Section 3; thence Easterly (on a straight-line projection of the last called direction) to a point on the center line of a County Road, known as Hope Hill Road, and the terminus of this description.

Total remaining parcel containing 315.53 acres more or less, including the 60-foot roadway described in O.R. Book 296, Pages 420-423 of the Public Records of Hernando County, Florida.

Subject to a 100 foot wide Florida Power Corporation Transmission line The hiatus between the North line of the S 1/2 of the S 1/2 of the NW 1/4 of the NW 1/4 of Section 3, Township 23 South, Range 19 East and the South 11.36 acres is not included.

Legal Descriptions according to Exhibit "B", furnished by the client.

Parcel I

The South 5/8 of the Northwest 1/4 of the Northwest 1/4, and the Southwest 1/4 of the Northwest 1/4 of Section 34, Township 22 South, Range 19 East; LESS the right-of-way for and existing public road.

And also LESS the borrow pit and haul route described in Final Judgment dated October 18, 1968, recorded in O.R. Book 162, Page 490, public records of Hernando County, Florida.

AND ALSO LESS: (Well Site)

Commencing at the Northeast corner of Lot 10 of a subdivision in fractional Section 34, Township 22 South, Range 19 East, recorded in O.R. Book 284, Pages 313 through 315, Public Records of Hernando County, Florida; thence go South 42°32'30" West, a distance of 75.00 feet to the Northwest corner of said Lot 10; thence go South, a distance of 573.48 feet to a point on the East-West 1/4 Section Line; thence go South 88°50'000" West along said 1/4 Section line, a distance of 281.91 feet to a concrete monument located on the Westerly right-of-way line of the Hope Hill Road and also the Point of Beginning; thence continue South 88°50'00" West, a distance of 300.00 feet to a concrete monument; thence go North 01°10'00" West, a distance of 300.00 feet to a concrete monument; thence go North 88°50'00" East, a distance of 381.07 feet to a concrete monument on said Westerly right-of-way of Hope Hill Road; thence go South 13°57'20" West along said Westerly right-of-way of Hope Hill Road, a distance of 310.76 feet to the Point of Beginning.

PARCEL II

The northeast 1/4 of the Southeast 1/4, and the Southeast 1/4 of the Northeast 1/4 (fractional); LESS the North 610.50 feet thereof; all in Section 33, Township 22 South, Range 19 East, Hernando County, Florida.

PARCEL III

The South 11.36 acres of the Northwest 1/4 of the Northwest 1/4 of Section 3, Township 23 South, Range 19 East, Hernando County, Florida.

AND:

The Southwest 1/4 of the Northwest 1/4 of Section 3, Township 23 South, Range 19 East, Hernando County, Florida.

PARCEL IV

The Southeast 1/4 of the Northeast 1/4 of Section 4, all in Township 23 South, Range 19 East, Hernando County, Florida;

AND:

Beginning at the Northeast corner of Section 4, Township 23 South, Range 19 East, for the Point of Beginning; run South along the Section line, a distance of 1704.12 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 4; run thence West along the South boundary of said Northeast 1/4 of the Northeast 1/4, a distance of 958.32 feet; thence North, a distance of 662.64 feet; run thence West, a distance of 11.88 feet; run thence North 1041.48 feet; run thence East 970.20 feet to the Point of Beginning.

LESS right-of-way deed to Hernando County as described in O.R. Book 293, Page 420, and O.R. Book 304, page 135, both of public records of Hernando County, Florida.

PARCEL VII:

The South 1/2 of the East 1/2 of the Southeast 1/4 fractional of Section 33, Township 22 South, Range 19 East, Hernando County, Florida;

And the North 1/2 of the Northwest 1/4 of the Northwest 1/4 and the North 1/2 of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 Section 3, Township 23 South, Range 19 East, Hernando County, Florida.

AND LESS

Commencing at the Northwest corner of Section 3, Township 23 South, Range 19 East; run thence South 00°06'00" West, 1277.77 feet along the West line of said Section 3; thence North 89°49'15" East, 344.03 feet for a point of Beginning; thence continue North 89°49'15" East, 653.40 feet; thence North 00°02'56" East 200.00 feet; thence South 89°49'15" West, 653.40 feet; thence South 00°02'56" West, 200.00 feet to the Point of Beginning.

SURVEY DESCRIPTION (HIATUS)

Commence at the Northwest corner of Section 3, Township 22 South, Range 19 East, Hernando County, Florida, thence South 00°08'15" West along the West boundary of Northwest 1/4 of said Section 3, a distance of 1279.09 feet to the Southwest corner of the North 1/2 of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 3 and the POINT OF BEGINNING; thence North 89°53'02" East, a distance of 1322.53 feet to the Southeast corner of said North 1/2 of the South 1/2 of the Northwest 1/4 of the Northwest 1/4; thence South 00°11'04" West along the East boundary of the Northwest 1/4 of the Northwest 1/4 of said Section 3, a distance of 51.43 feet to the Northeast corner of the South 11.36 Acres of the Northwest 1/4 of the Northwest 1/4 of said Section 3; thence South 89°51'22" West, a distance of 1322.49 feet to the Northwest corner of said South 11.36 Acres; thence North 00°08'15" East, a distance of 52.08 feet to the Point of Beginning.

TRINKLE PARCEL DESCRIPTION:

"The SW 1/4 of the NE 1/4; The NE 1/4 of the NE 1/4 of the SW 1/4; And the N 3/4 of the W 1/2 of the SE 1/4 of Section 4; And the West 1670 feet of the North 1300 feet of the NE 1/4 of Section 4; And BEGINNING at the Southwest corner of NW 1/4 of NE 1/4 of Section 4, Township 23 South, Range 19 East, run thence East along South boundary of said NW 1/4 of NE 1/4 1062.6 feet; thence North to a point 1300 feet due South of the North line of said Section line Section 4, thence West to the West line of said NE 1/4, thence South to a POINT OF BEGINNING; And Farm No. 2 of GARDEN GROVE FARMS, as per plat thereof recorded in Plat Book 4 on Page 43 of the Public Records of Hernando County, Florida, being part of NE 1/4 of NW 1/4 of Section 4, Township 23 South, Range 19 East, LESS AND EXCEPT any portions thereof lying within the properties described in O.R. Book 296, Page 442 and O.R. Book 959, Page 446, of the Public Records of Hernando County, Florida." And "the East 607.2 feet of the West 1670 feet of the North 1/2 of the Northeast 1/4 of Section 4, Township 23 South, Range 19 East, Hernando County, Florida, that lies South of the North 1300 feet and North of the South line of said North 1/2 of the Northeast 1/4."

TOGETHER WITH: (HIATUS PARCEL)

A parcel of land lying in the Northeast 1/4 of Section 4, Township 23 South, Range 19 East, Hernando County, Florida, and being more particularly described as follows: Commencing at the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 4, Township 23 South, Range 19 East as shown on a map entitled "Map of Survey, Boundary Survey" Prepared by Coffin & McLean Assoc., Inc. Dated November 15, 1999 and Last Revised April 27, 2000 ("Coffin Survey"); thence N89°59'23"E along the South line of the North 1/2 of the Northeast 1/4 of Section 4 for 343.31 feet to the POINT OF BEGINNING, N00°10'30"E along the East line of the East 607.2 feet of the West 1670 feet of the North 1/2 of Section 4 and the East line of the West 1670 of the North 1300 feet of the Northeast 1/4 of Section 4, as shown on a map entitled "Trinkle Parcel, Prepared for STAR 999 DEVELOPMENT, Inc. Boundary Survey" Prepared by Gulfcoast Survey Associates Inc., Dated November 27, 2000 (Gulfcoast Survey"), for 1697.76 feet to a point on the North line of the Northeast 1/4 of Section 4; thence N89°38'52"E along said North line for 11.04 feet; thence along a boundary line established by the Coffin Survey the following three (3) courses & distances: 1) S00°01'36"E for 1035.18 feet, 2) thence N89°56'12"E for 11.83 feet and 3) thence S00°01'37"E for 662.65 feet to a point on the above mentioned South line of the North 1/2 of the Northeast 1/4 of Section 4; thence S89°59'23"W for 28.85 feet to the POINT OF BEGINNING.

BOSTICK PARCEL

DESCRIPTION:

The Southwest 1/4 of Section 3; AND The East 1/2 of the Southeast 1/4 of Section 4; AND The South 1/2 of the Southwest 1/4 of the Southeast 1/4, LESS the North 210 feet of the West 210 feet thereof, in Section 4; AND The Northwest 1/4 of Section 10, lying Westerly of the railroad right-of-way; AND That part of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 10, lying Easterly of the railroad right-of-way; AND That part of the West 1/2 of the Northeast 1/4 of Section 10, lying North and West of the railroad right-of-way; all lying and being in Township 23 South, Range 19 East, Hernando County, Florida.

COWGILL PARCEL

DESCRIPTION: The East 1/2 of the Northwest 1/4; and the Northeast 1/4 of the Southwest 1/4, LESS the South 300 feet; and the Northeast 1/4 and the Southeast 1/4, LESS railroad right-of-way, all lying and being in Section 9, Township 23 South, Range 19 East Hernando County, Florida.

TOGETHER WITH:

That portion of the North 1/2 of the Northeast 1/4 of Section 16, Township 23 South, Range 19 East, Hernando County, Florida, lying North of present right-of-way of Powell Road, and West of railroad right-of-way.

TOGETHER WITH:

That portion of the South 1/2 of Section 10, Township 23 South, Range 19 East, Hernando County, Florida, lying West of railroad right-of-way.

MATHERS PARCEL

DESCRIPTION:

The South 3/4 of the Northwest 1/4 of the Southwest 1/4 and the South 1/4 of the Northeast 1/4 of the Southwest 1/4, all in Section 9, Township 23 South, Range 19 East, Hernando County, Florida.

TOGETHER with an easement for ingress and egress and utilities over the following described property:

That portion of the following described property lying within the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 9, Township 23 South, Range 19 East, Hernando County, Florida: Fifteen (15) foot road lying 7.5 feet on each side of the following described line: Begin at the Southwest corner of the South 1/2 of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 9, Township 23 South, Range 19 East; thence S89°56'19"E, a distance of 426.24 feet to the POB; thence S11°39'15"E, a distance of 50.42 feet; thence S31°19'50"E, a distance of 88.25 feet; thence S38°31'45"E, a distance of 134.96 feet; thence S19°24'30"E, a distance of 83.82 feet; thence S00°47'00"E, a distance of 83.46 feet; thence S15°51'55"E, a distance of 80.12 feet; thence S04°45'15"E, a distance of 217.50 feet; thence S11°52'40"E, a distance of 138.25 feet; thence S02°25'00"W, a distance of 170.20 feet; thence S01°27'55"E, a distance of 135.45 feet; thence S00°20'25"W, a distance of 201.68 feet; more or less to State Road No. 572 and the Point of Terminus.

TOGETHER WITH:

WHITEHURST PARCEL

PARCEL I The East 1/2 of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 4, Township 23 South, Range 19 East, Hernando County, Florida, lying East of U.S. 41, and less lands described in O.R. Book 959, Page 450 and O.R. Book 959, Page 455, of the Public Records of Hernando County, Florida.

AND

PARCEL II The West 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 4, Township 23 South, Range 19 East, Hernando County, Florida.

Containing 1613.299 acres, more or less.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

City of Brooksville

DRAFT

DRAWING SHALL REMAIN SEALED, DATED & SIGNED BY REGISTERED PROFESSIONAL

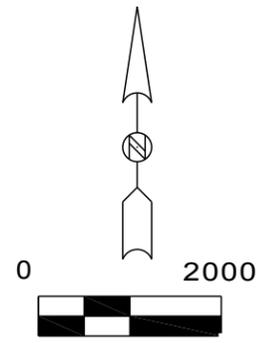
Coastal engineering associates, inc. Engineering Planning Surveying Environmental Transportation Construction Management

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Table with 4 columns: REVISION, DATE, REV. BY, REV. NO.

DATE 8/20/10

Plot Date: Aug 20, 2010 - 10:48am  
 Drawing Name: U:\10034\GREENPOINT\dwg\EXHIBIT\AGREEMENT\10034\_EXHIBIT B.dwg



Description	Number of units
Phase 1	287
Phase 2 & Phase 2A	398
Phase 3	116
Phase 3A1	13
Phase 3A2 & Phase 4	349
<b>Total</b>	<b>1,163</b>

**Legend**

- Phase 1
- Phase 2
- Phase 2A
- Phase 3
- Phase 3A1
- Phase 3A2
- Phase 4

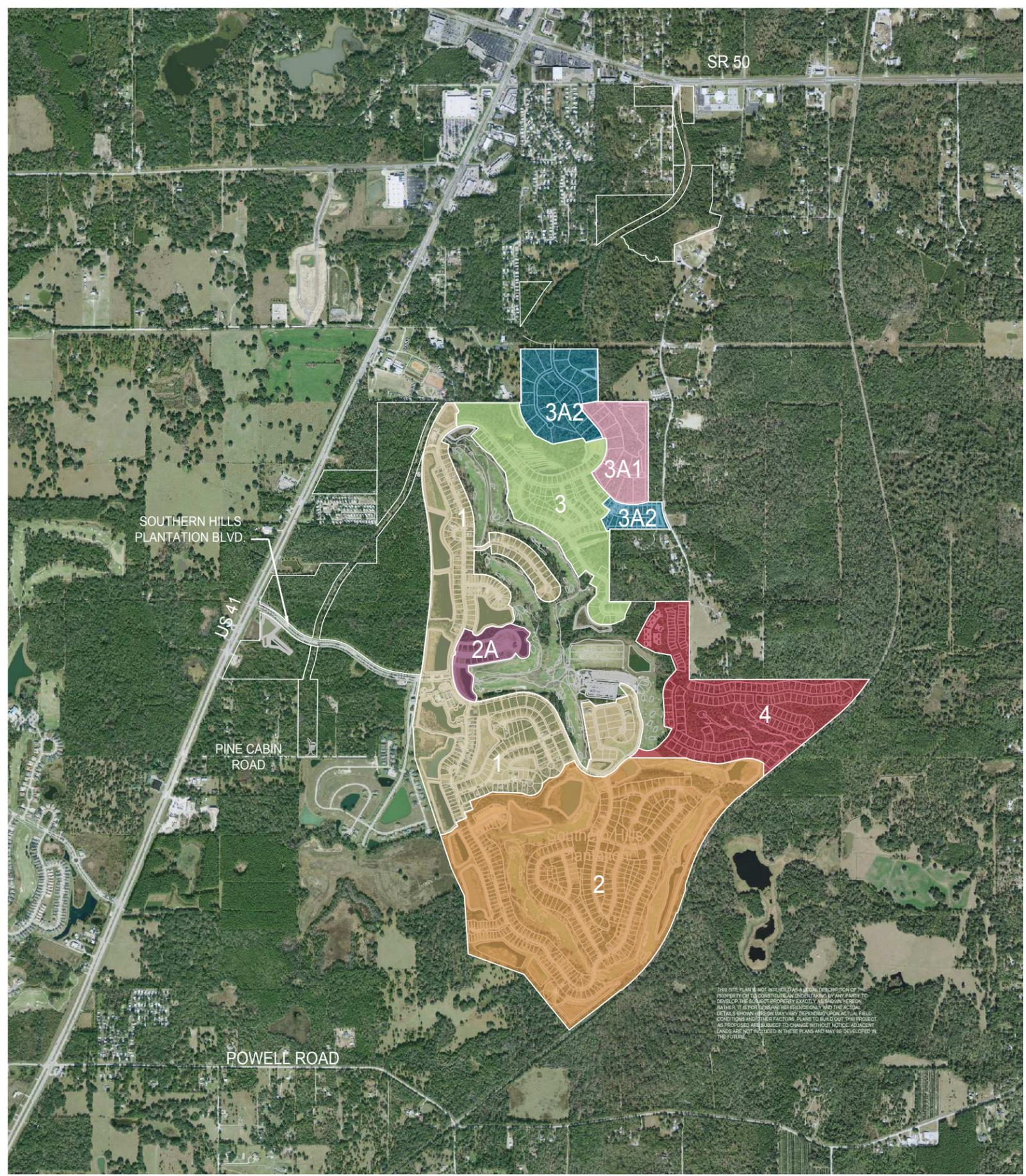


EXHIBIT B

SOUTHERN HILLS  
 PLANTATION  
 City of Brooksville

DRAFT

DRAWING INVALID UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL

Engineering  
 Planning  
 Surveying  
 Environmental  
 Construction Management

**Coastal**  
 engineering associates, inc.

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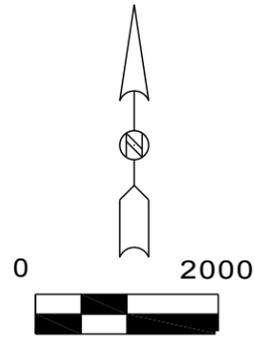
DATE  
**8/20/10**

JOB No. 10034

# ***Exhibit C***

***Legal Description***

***TO BE PROVIDED***



### Undeveloped Property Entitlements

Description	Number of units	Approximate Projected Flows	
		Water (GPD)	Sewer (GPD)
Southern Hills Phases 3A2 and 4 Unplatted Residential	349 units	87,250	69,800
Other Unplatted Residential Properties at 2.5 units	405 units	101,250	81,000
Commercial	316,000 sq. ft.	59,250	47,400
Office	45,000 sq. ft.	8,438	6,750
Other Properties	n/a	n/a	n/a
<b>Total</b>		<b>256,188</b>	<b>204,950</b>

### Legend

- Southern Hills Phase 3A2 and 4 Unplatted Residential
- Other Unplatted Residential Properties at 2.5 units per acre
- Commercial / Office
- Other Properties

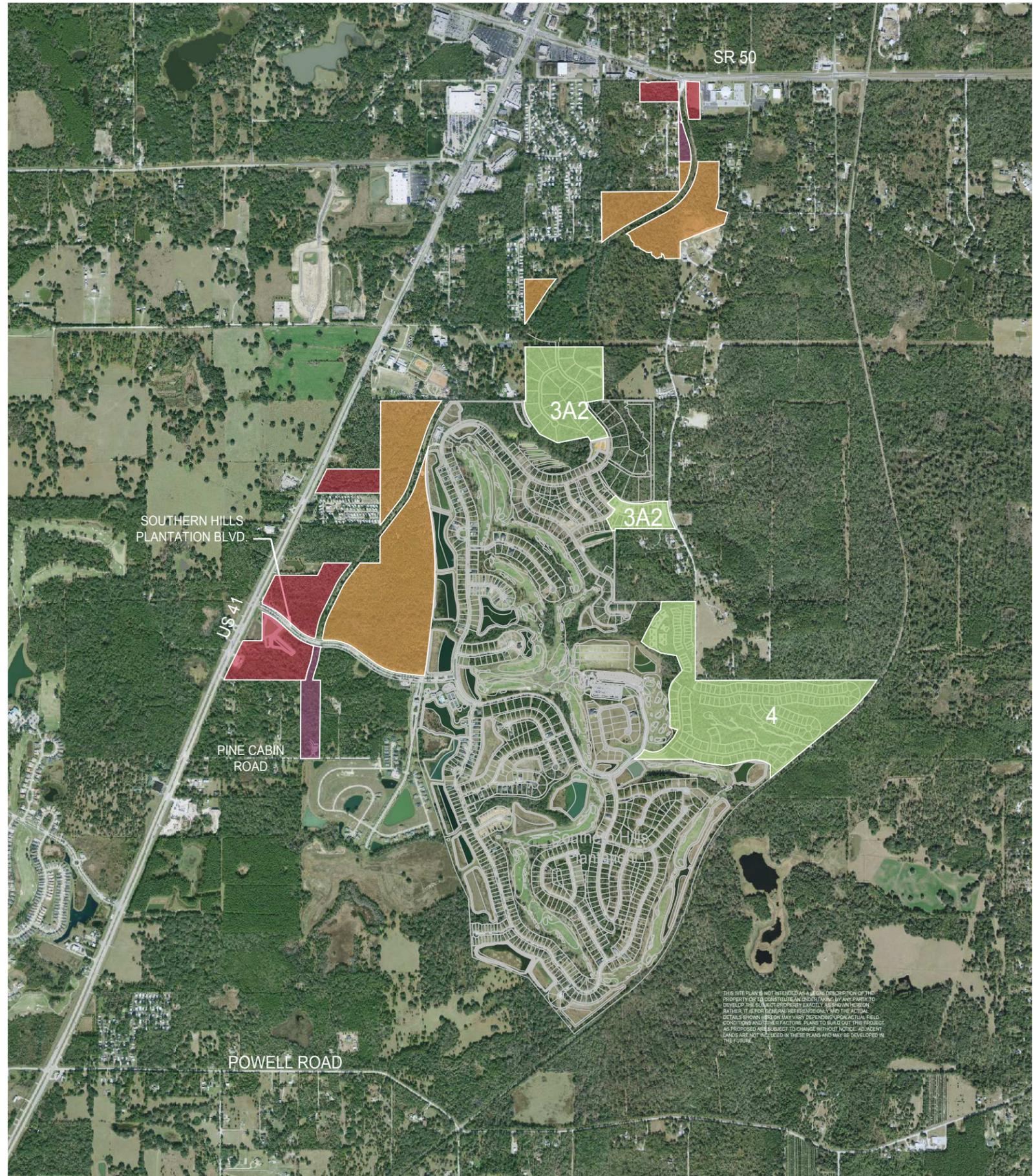


EXHIBIT D

UNDEVELOPED LANDS

City of Brooksville

DRAFT

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Engineering  
 Planning  
 Surveying  
 Environmental  
 Construction Management

engineering associates, inc.

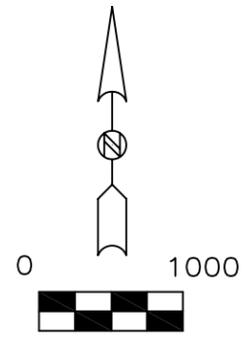
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DATE	REV. BY	REV. NO.	REVISION

DATE  
 8/20/10

JOB No. 10034

Plot Date: Aug 20, 2010 - 12:41pm  
 Drawing Name: U:\10034\GREENPOINT\Map\EXHIBITS\AGREEMENT\10034 EXHIBIT E.dwg

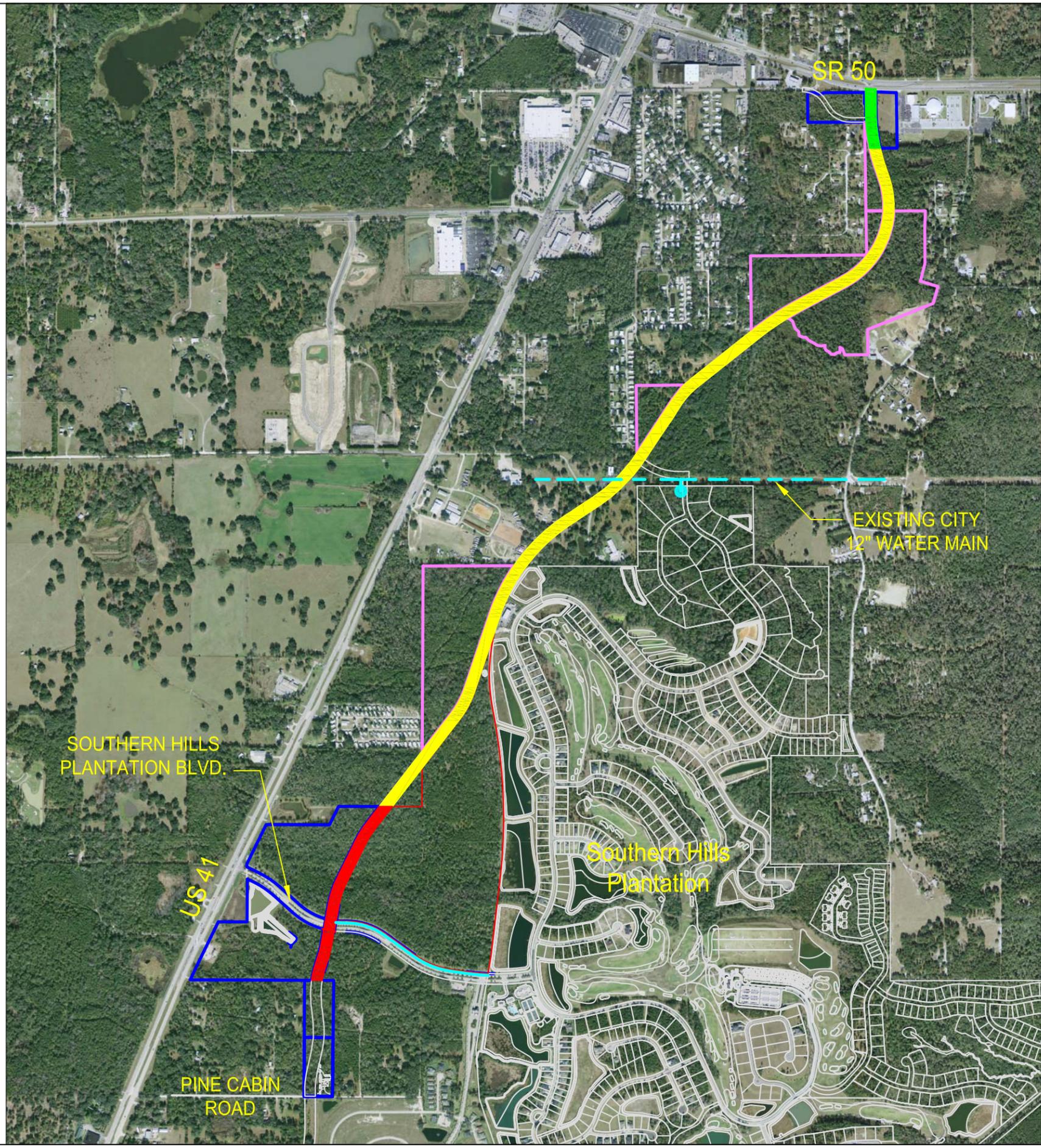


### Potable Water Improvements

Description	Preliminary Cost Estimate
Phase 1 Water Main Approximately 800 L.F. of 12" Potable Water Main parallel with Governors Blvd. Phase 1 Roadway.	\$ 52,000.00
Phase 2 Water Main Approximately 9,900 L.F. of 12" Potable Water Main parallel with Governors Blvd. Phase 2 Roadway	\$ 643,500.00
Phase 3 Water Main Approximately 2,200 L.F. of 12" Potable Water Main parallel with Governors Blvd. Phase 3 Roadway	\$ 143,000.00
Phase 3A Interconnect Two (2) 20 HP Booster Pumps and approximately 200 L.F. of 12" Potable Water	\$ 163,000.00
Southern Hills Blvd. Second Water Main Approximately 2,000 L.F. of 12" Potable Water Main along the northern Southern Hills Blvd. R.O.W. from Governors Blvd. to Southern Hills Residential Entrance.	\$ 130,000.00

### Legend

- Phase 1 Water Main
- Phase 2 Water Main
- Phase 3 Water Main
- Phase 3A Interconnect
- Southern Hills Blvd. Second Water Main
- Adjacent Commercial Properties Owned by the Developer
- Adjacent Residential Properties Owned by the Developer



**EXHIBIT E**

**POTABLE WATER**

City of Brooksville

**DRAFT**

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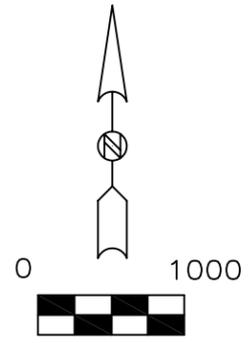


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DATE	REV. BY	REV. NO.	REVISION

**DATE**  
8/20/10

10034



## Sanitary Sewer Improvements

	Description	Preliminary Cost Estimate
Phase 1 Sewer Main	Approximately 800 L.F. of 12" Force Main parallel with Governors Blvd. Phase 1 Roadway	\$ 36,000.00
Phase 2 Sewer Main	Approximately 4,500 L.F. of 12" Force Main and 5,400 L.F. of 12" Gravity Sewer parallel with Governors Blvd. Phase 2 Roadway	\$ 445,500.00
Phase 3 Sewer Main	Approximately 2,100 L.F. of 12" Force Main and 100 L.F. of 12" Gravity Sewer parallel with Governors Blvd. Phase 3 Roadway	\$ 99,000.00

## Legend

- Phase 1 Sewer Main
- Phase 2 Sewer Main
- Phase 3 Sewer Main

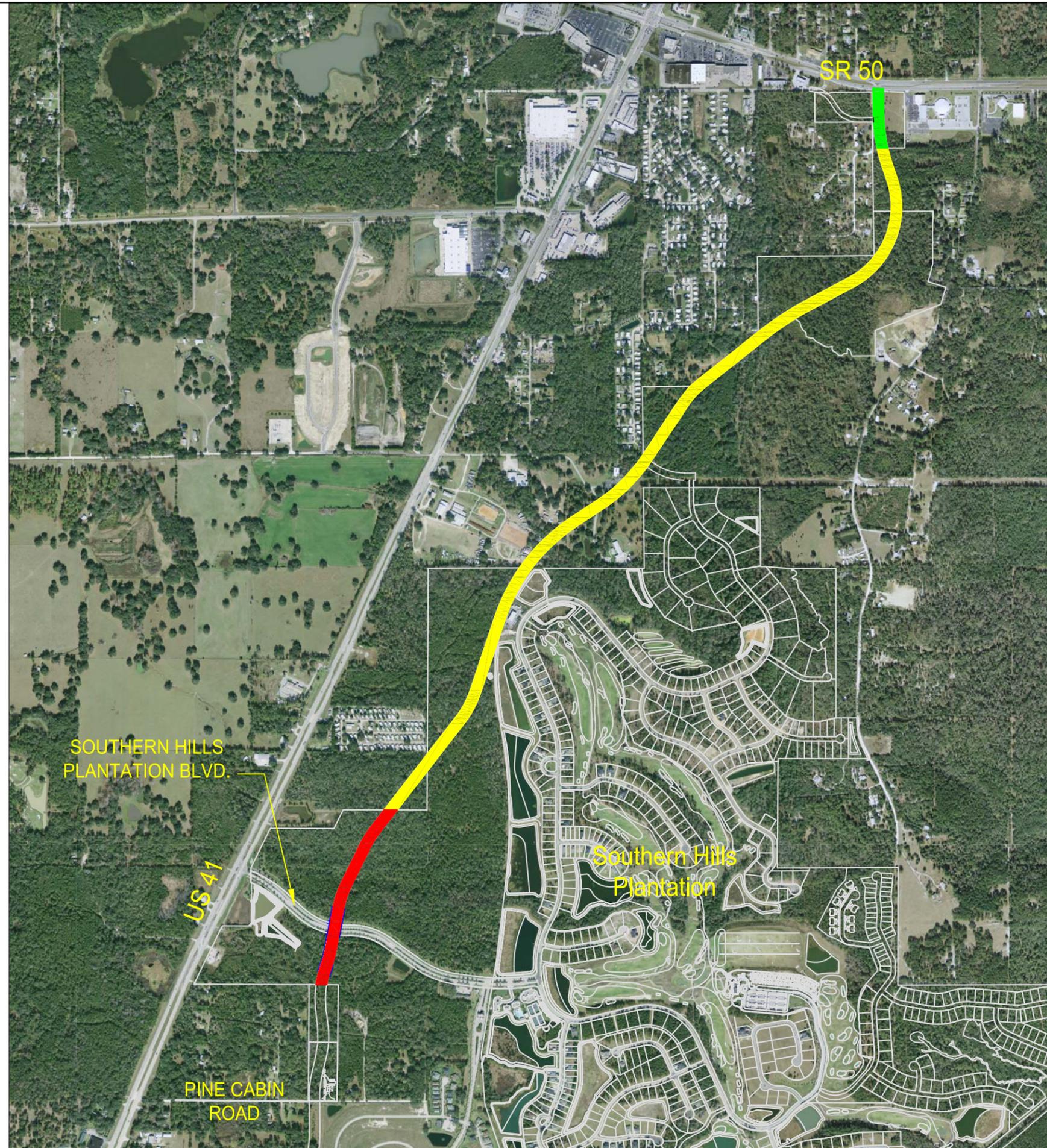


EXHIBIT F

SANITARY SEWER  
City of Brooksville

DRAFT

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FOR ANY OTHER PURPOSE, WITHOUT THE  
WRITTEN CONSENT OF COASTAL  
ENGINEERING ASSOCIATES, INC.

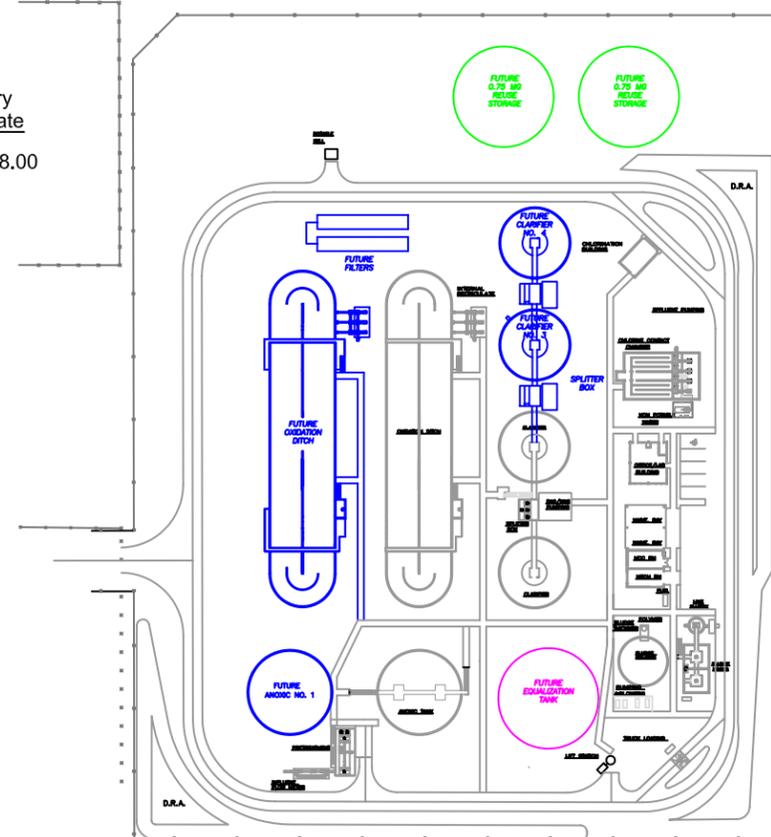
DATE	REV. BY	REV. NO.	REVISION

DATE  
8/20/10

10034

## Reclaimed Water Improvemets

Description	Preliminary Cost Estimate
Cobb Road WRF Expansion Plant treatment capacity expansion to 3.0 MGD including reclaimed water treatment, storage and transfer components.	\$ 10,630,368.00



Cobb Road WRF



NOT TO SCALE

### NOTES:

1. ALL THE FACILITIES REFERENCED ON THE SITE PLAN ARE EXISTING UNLESS INDICATED AS FUTURE.
2. "FUTURE" RE-USE HOLDING TANKS ARE NOT ELIGIBLE FOR IMPACT FEE CREDIT/OFFSET.
3. "FUTURE FILTERS" ARE REQUIRED TO PRODUCE PUBLIC ACCESS REUSE WATER; FILTERS ARE IMPACT FEE CREDIT/OFFSET ELIGIBLE.
4. REMAINING "FUTURE" ITEMS ARE REQUIRED TO REACH 3.0 MGD CAPACITY.
5. COSTS ARE ESTIMATED IN 2004 DOLLARS. FINAL COST OF THE PROJECT WILL DEPEND UPON ACTUAL LABOR AND MATERIAL COSTS, COMPETITIVE MARKET CONDITIONS, PROJECT SCHEDULE AND SCOPE AT THE TIME OF CONSTRUCTION.

### LEGEND

- RE-USE HOLDING TANKS SEE EXHIBIT F-1.
- PROPOSED EXPANSION TO 3.0 MGD
- EXISTING COBB RD FACILITIES
- 1.0 MG EQUALIZATION TANK (MINIMUM) TO RESOLVE PEAK FLOW PROBLEMS ASSOCIATED WITH STORMWATER AND GROUNDWATER INFLOW SHALL BE FUNDED AND CONSTRUCTED BY CITY UNDER SEPARATE PROJECT.

EXHIBIT G

RECLAIMED WATER

City of Brooksville

DRAFT

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Engineering  
Planning  
Surveying  
Environmental  
Transportation  
Construction Management  
**Coastal**  
engineering associates, inc.

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REVISION	DATE	REV. BY	REV. NO.

DATE

8/20/10

10034

## Reclaimed Water Improvemets

Description	Preliminary Cost Estimate
Southern Hills Plantation On-Site Reclaimed Water System Completion Storage pond control structures, valving and telemetry, and groundwater quality compliance monitoring wells.	\$ 120,000.00

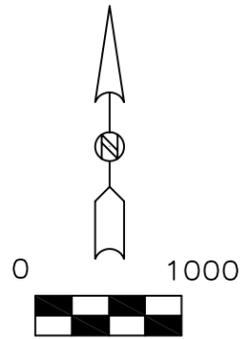


NOT TO SCALE

### LEGEND

- MONITOR WELL LOCATIONS
- RECLAIMED WATER STORAGE AND PONDS WITH CONTROL STRUCTURES
- RECLAIMED WATER TELEMETRY
- RECLAIMED WATER DELIVERY POINT FROM CITY





## Transportation System Requirements

Description	Preliminary Cost Estimate
Phase 1 Governors Blvd roadway improvements (800 L.F.) and Barnett Rd. realignment.	\$ 1,400,000.00
Phase 2 Governors Blvd roadway improvements (9,900 L.F.).	\$ 4,610,000.00
Phase 3 Governors Blvd roadway improvements (2,200 L.F.).	\$ 1,200,000.00
Phase 4 Governors Blvd ROW and Property connection to Pine Cabin Road.	\$ 57,000.00
Other Phase 3A2 Evening Ray Drive Restricted Access ( To be constructed with Phase 3A2 residential improvements)	NA
Other Phase 3A2 Oliver Street East Connection	NA

### Legend

- Phase 1 Governors Blvd. roadway improvements
- Phase 2 Governors Blvd. roadway improvements
- Phase 3 Governors Blvd. roadway improvements
- Phase 4 Governors Blvd. ROW and Property connection to Pine Cabin Road.
- Adjacent Commercial Properties Owned by the Developer
- Adjacent Residential Properties Owned by the Developer
- Phase 3A2 Restricted Access
- Phase 3A2 Oliver Street East Connection

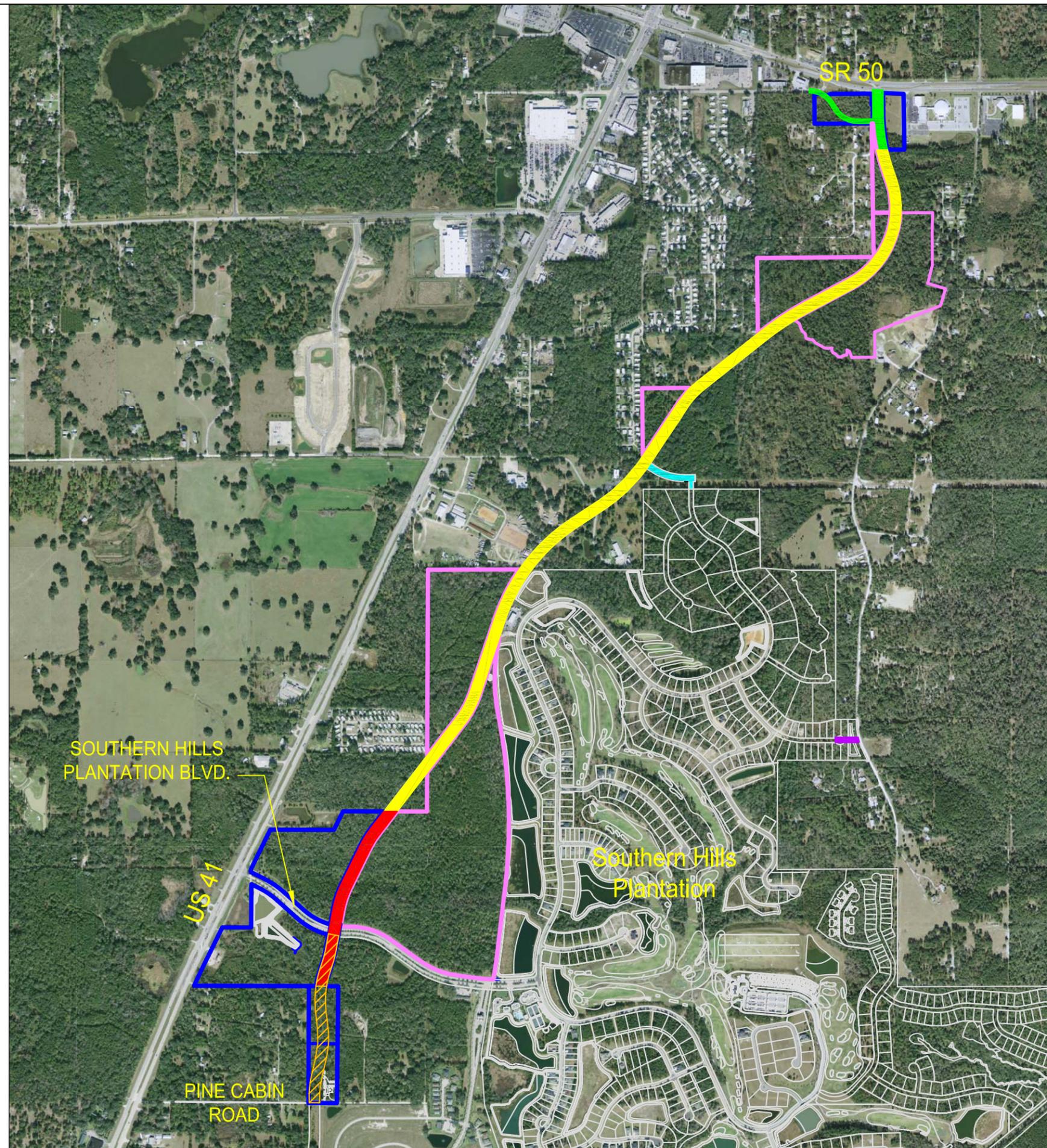


EXHIBIT H

TRANSPORTATION  
SYSTEM REQUIREMENTS

City of Brooksville

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DATE	REV. BY	REV. NO.	REVISION

DATE  
8/20/10  
JOB NO.  
10034

## **EXHIBIT I – SOUTHERN HILLS PLANTATION**

### **TREE MANAGEMENT PLAN**

City of Brooksville Code of Ordinances, Sections 9.5-5 – 9.5-7 requirements:

1. Tree removal permit for removal of trees with 6-inch diameter at breast height (DBH) and larger.
2. A tree survey depicting location, species, and size of trees 6” DBH and larger is to be submitted with permit application.
3. Trees with a DBH of 18 inches or greater are termed specimen and must be preserved.
4. One tree every twenty-five feet is required in landscape strips adjacent to streets.
5. All planted trees shall be a minimum 1.5” DBH and 10’ in height.
6. Twenty percent of the development shall be in open space (natural vegetation or landscaped). Each 12” DBH or larger tree that is preserved on site allows a reduction in the required percentage of open space.

Tree Management Plan for Southern Hills Plantation:

1. This Tree Management Plan serves as application for tree removal for entire development within the confines of this Plan.
2. Identify wooded areas on site and approximate density to establish an average 6” DBH and larger tree count.
3. Identify wooded areas on site and approximate density to establish an average 18” DBH and larger tree count. Minimal specimen tree retention is anticipated in areas developed for infrastructure (roads, drainage, utilities, golf course and areas requiring mass grading). However, efforts will be made to preserve specimen trees on the resulting residential and commercial parcels and within golf course area. With the approval of the City Manager or the manager’s designee, the developer may remove trees when no acceptable alternative is available. Administrative determinations on tree retention may be appealed to the City Council. To mitigate for the expected loss of specimen trees and as part of the overall design of the development each lot 50’ wide and larger will have a minimum three trees planted.
4. An average of one tree per twenty-five linear feet will be planted or preserved in landscape strips adjacent to streets.
5. Replacement trees shall be a minimum 1.5” DBH and 10’ in height. An onsite Tree Replacement Nursery will be established to provide replacement trees for landscape areas cleared for development.
6. Twenty percent of the development shall be in open space (natural vegetation or landscaped, including the golf course).
7. Commercial, non-recreational uses on-site will comply with the City’s tree/landscape regulations.

**EXHIBIT J**

**GRANT OF EASEMENT**

**THIS DOCUMENT**, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between, \_\_\_\_\_ hereinafter called the Grantors, and **the City of Brooksville**, hereinafter called the Grantee.

**WITNESSETH**, that for and in consideration of the sum of \$ 1.00 and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, the Grantor have this day bargained and sold, and by these presents do bargain, sell, convey, transfer, and deliver unto the Grantee, a permanent easement and right- of- way, including the perpetual right to enter upon the real property hereinafter described, at any time that it may see fit, and construct, maintain and repair, drainage facilities, underground pipelines and mains for purpose of conveying water or sewage or both over, across, through, and under the lands hereinafter described, together with the right to excavate and refill ditches or trenches for the installation and maintenance of said pipelines or mains, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said roads, drainage facilities, pipelines and mains.

The land affected by the grant of this easement and right-of-way is located in the County of Hernando, State of Florida, and is more particularly described as follows, to wit:

TO HAVE AND TO HOLD said easement and right-of-way onto Grantee, and unto its successors and assigns forever.

The Grantors hereby covenant with the Grantee that they are lawfully seized and possessed of the real property above described , and that they will forever warrant and defend the title thereto against the claims of persons whomever.

As a part of the consideration for the purchase of this grant, the Grantors do hereby release any claims for damages from whatsoever cause, whether now existing or hereafter occurring, incidental to the exercise of the rights herein granted, except damage to growing crops. And, by acceptance and recording of this easement, the Grantee does hereby agree to restore all areas disturbed by the Grantee's construction and maintenance activities to a like or better condition as preceeded the Grantee's activities.

**IN WITNESS WHEREOF**, the Grantor, have signed and sealed these presents the day and year first above written.

Witnesses: \_\_\_\_\_ (L.S.)

Grantor: \_\_\_\_\_ (L.S.)

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witnesses: \_\_\_\_\_ (L.S.)

Grantor: \_\_\_\_\_ (L.S.)

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

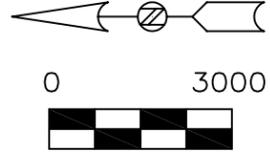
**STATE of FLORIDA**  
**COUNTY of \_\_\_\_\_**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, person appeared \_\_\_\_\_, to me known to be the persons described herein \_\_\_\_\_ or who produced \_\_\_\_\_ as identification and who did \_\_\_\_\_ did not \_\_\_\_\_ take an oath, and they acknowledged before me the execution of the foregoing instrument in the capacities and the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2006.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**CITY CLERK**  
**CITY OF BROOKSVILLE**  
**201 HOWELL AVENUE**  
**BROOKSVILLE, FLORIDA 34601**



LEGEND

 CSX RAILROAD

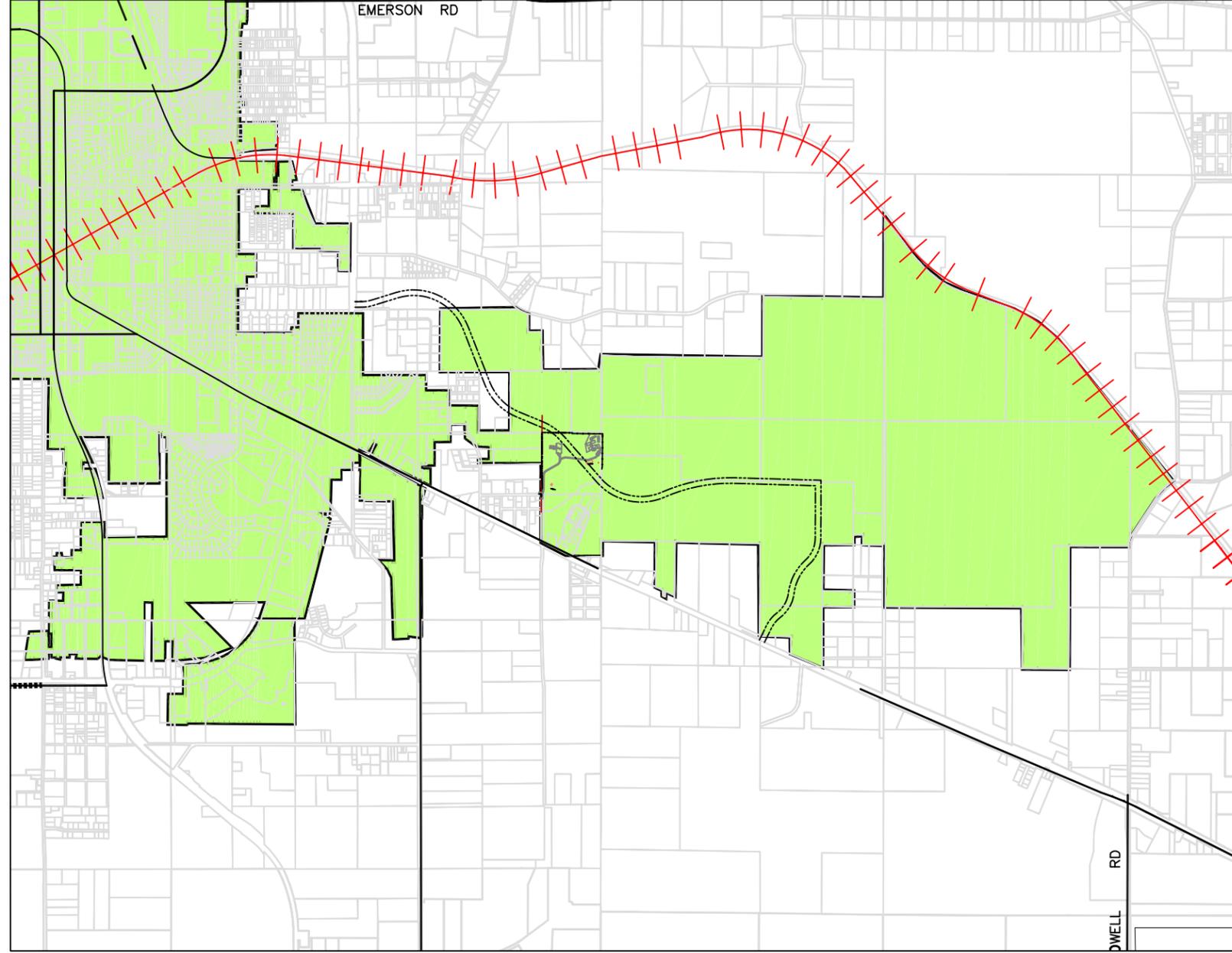


EXHIBIT K

CSX RAILROAD ALIGNMENT  
 City of Brooksville

DRAFT

DRAWING INVALID UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL



REUSE OF DOCUMENT  
 THIS DOCUMENT CONSISTS OF THE  
 WORK OF AN ENGINEER OR ARCHITECT  
 AS AN INSTRUMENT OF PROFESSIONAL  
 SERVICE IS THE PROPERTY OF COASTAL  
 ENGINEERING ASSOCIATES, INC. AND IS  
 NOT TO BE USED, IN WHOLE OR IN PART  
 FOR ANY OTHER PURPOSE WITHOUT THE  
 WRITTEN AUTHORIZATION OF COASTAL  
 ENGINEERING ASSOCIATES, INC.

DATE	REV. BY	REV. NO.	REVISION

DATE  
 8/20/10

10034