

CITY OF BROOKSVILLE
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS
201 HOWELL AVENUE

AGENDA

DECEMBER 3, 2007

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. CONSENT AGENDA

1. Surplus Equipment

Declare certain equipment surplus and authorize disposal accordingly.

CONSENT AGENDA APPROVAL (?)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Memo from Director of Administration dated 11/13/07

D. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. Margaret R. Ghiotto Beautification Award - Residential Award

Recognition of improvements to the property of Don & Tracy Frazier located at 521 Colonial Drive.

Presentation: Mayor
Attachments: Award Certificate; Letter from Board dated 11/14/07

2. Margaret R. Ghiotto Beautification Award - Commercial Award

Recognition of improvements to the property of American Turf Equipment, which is owned by Edward C. Balulis and located at 937 E. Jefferson Street.

Presentation: Mayor
Attachments: Award Certificate; Letter from Board dated 11/14/07

E. PUBLIC HEARINGS

1. Ordinance No. 755 - SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT - PETITIONER: INNOVATORS INVESTMENT GROUP, LLC

Consideration of a request for a change to the Future Land Use designation of this property, a 5.76 acre + parcel of land located on the North side of Cortez Blvd. (S.R. 50), west of Hale Avenue and east of Mildred Avenue from Single-Family Residential to Commercial. [First reading 11/05/07; continued from 11/19/07 meeting.]

Presentation: Director of Community Development
Recommendation: b) Meeting as the governing body, approve Ordinance No. 755 to adopt the Comprehensive Plan Amendment upon second reading upon roll call vote, authorizing transmittal of same together with supporting documentation to the

REGULAR COUNCIL MEETING - DECEMBER 3, 2007

appropriate agencies as per
statutory requirements.
Action: Motion to Approve
Attachments: Memo from Director of
Community Development dated
11/07/07, Ordinance, Map

**** 2. Ordinance No. 756 - INNOVATORS INVESTMENT GROUP, LLC Property Re-zoning**

Consideration of the re-zoning of a 5.76 acre \pm parcel of land located on the North side of Cortez Blvd. (S.R. 50), west of Hale Avenue and east of Mildred Avenue to the classification of Planned Development Project (PDP) with a Special Exception Use for a Combined Planned Development - consisting of General Commercial, Professional Office.

[First reading 11/05/07; continued from 11/19/07 meeting.]

Presentation: Director of Community
Development
Recommendation: Approval of the second and
final reading of Ordinance No.
756 as recommended by Staff
and P&Z Commission upon roll
call vote
Action: Motion to Approve
Attachments: Memo from Director of
Community Development dated
11/07/07; Ordinance & Location
Map; Petitions; Notice

F. REGULAR AGENDA

1. Southern Hills Plantation Phase 3-A-1 - Preliminary and Final Plat Approval

Consideration of Preliminary and Final Plat approvals for property that is a part of Southern Hills Plantation Planned Development Project located south of SR 50, east of US 41, west of Hope Hill Road and north of Powell Road.

a) Preliminary Plat Approval

Consideration of affirmation of action taken by the Planning & Zoning Commission at it's 11/14/07 meeting.

Presentation: Director of Community
Development
Recommendation: Approval of Preliminary Plat
Action: Motion to Approve
Attachment: Memo from Director of
Community Development dated
11/15/07, Narrative,
Performance Bond Certificate
of Cost Estimate, Plat

b) Final Plat Approval

Consideration of approval of the final plat as submitted by Coastal Engineering Associates, Inc., date stamped 11/14/07 and authorize Mayor to sign the plat documents.

Presentation: Director of Community
Development
Recommendation: Approval of Agreement
Action: Motion to Approve
Attachment: Memo from Director of
Community Development dated
11/15/07, Narrative

REGULAR COUNCIL MEETING - DECEMBER 3, 2007

Performance Bond Certificate
of Cost Estimate, Final Plat

- 2. **U.S. 41/S.R. 50 Connector Road Implementation Agreements**
Consideration to approve agreement between the City of Brooksville and Hernando County and agreement between the City of Brooksville and Hampton Ridge Developers, LLC for U.S. 41 SR 50-US 41 connector road implementation.

Presentation: City Attorney
 Recommendation: Approval or Direction to Staff
 Action: Motion to approve
 Attachments: Memo from City Attorney dated 10/26/07; Agreements

- 3. **Intergovernmental, Board Assignments and Organizations - City Council Member Appointments**
Appointments to various Boards and Committees.

City Boards/Committees

Beautification Board
 Brooksville Cemetery Advisory Board
 CDBG Citizens Task Force
 Good Neighbor Trail Advisory Committee
 Parks and Recreation Advisory Board

Current Council Representative

Joe Bernardini
 Richard E. Lewis
 Frankie Burnett
 Lara Bradburn
 David Pugh

External Boards/Committees

Anti Drug Coalition
 Brooksville Again
 Committee Against Assault on Law Enforcement Officers
 Community Alliance
 Elder Affairs
 Florida League of Cities
 Heart of Florida (**Inactive at Present**) & Alternate
 Hernando County Fair Association

 Juvenile Justice Council (**On Hiatus**)
 Metropolitan Planning Organization
 Sheriff's Department/Community Board
 Suncoast League of Municipalities & Alternate
 Take Stock in Children
 Tourist Development Council & Alternate
 Withlacoochee Regional Planning Council
 Withlacoochee Regional Water Supply
 Youth and Family Alternatives

Current Council Representative

Richard E. Lewis
 David Pugh
 No Representative

 Frankie Burnett
 Richard E. Lewis
 David Pugh
 David Pugh
 Appoint
 Joe Bernardini
 Frankie Burnett
 Richard E. Lewis
 David Pugh
 Frankie Burnett
 David Pugh
 Frankie Burnett-Alt.
 Frankie Burnett
 Lara Bradburn
 Richard E. Lewis
 David Pugh
 Joe Bernardini
 Frankie Burnett

Presentation: Director of Administration
 Recommendation: Appointment of Representatives
 Action: Motion to Approve as Appointed
 Attachment: Memo from Director of

Administration dated 11/29/06;
 list of Boards/Current
 Members; WRPC Communications
 Regarding Meeting

G. SELECTION OF OFFICERS

REGULAR COUNCIL MEETING - DECEMBER 3, 2007

1. Selection of Mayor
2. Selection of Vice Mayor

Attachments: Charter Section 2.03

- H. ITEMS BY COUNCIL
- I. CITIZEN INPUT
- J. ADJOURNMENT

CORRESPONDENCE TO NOTE

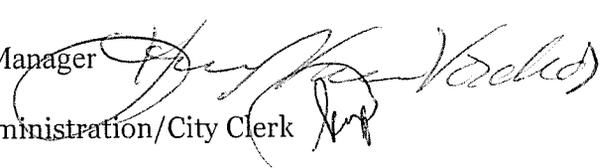
Meeting agendas and supporting documentation are available from the City Clerk's office, and on line at www.ci.brooksville.fl.us. Persons with disabilities needing assistance to participate in any proceedings should contact the City Clerk's office 48 hours in advance of the meeting at 352/544-5407.

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.

City of Brooksville

MEMORANDUM

To: Honorable Mayor and City Council Members

Via: T. Jennene Norman-Vacha, City Manager 

From: Karen M. Phillips, Director of Administration/City Clerk 

Subject: Citywide Surplus

Date: November 13, 2007

The following items are located at the Public Works complex and subject to being declared surplus at the present time, please see attached lists for M.I.S. and Police Departments:

ADMINISTRATION:

<u>Item</u>	<u>Serial/Model #</u>	<u>Condition</u>	<u>Action</u>
tan filing cabinet	N/A	Poor	Dump
blind rod	N/A	Poor	Dump
Calculator	Unknown	Poor	Dump
Calculator	Unknown	Poor	Dump
4 thermal fax paper	Unknown	Good	Auction
IBM Wheelwriter 3 Typewriter	13567000591447	Poor	Dump
9 Secretarial Chairs	N/A	Poor	Dump
Gateway Digital Camera	DC-T50	Poor	Dump
11 Metrocall Beepers	below	Good	Auction

Beepers: 51FDDN39BL;l 1065754; 51FDDN39BP; S8P03010018S; 51FDDN39B7;
51FDDN39BD; 51FDDN39BJ; 51FDDN39BF; 1065746; 1065745; 51FDDN39B4

HUMAN RESOURCES:

<u>Item</u>	<u>Serial/Model #</u>	<u>Condition</u>	<u>Action</u>
desk	N/A	Fair	Auction
4 secretarial chairs	N/A	Poor	Dump

PARKS AND RECREATION:

<u>Item</u>	<u>Serial/Model #</u>	<u>Condition</u>	<u>Action</u>
1992 Ford F250 Utility P/U #633	1FTHF25H4NNA95099	Poor	Dump
Brother Intellifax 1270E	A3K739240	Poor	Dump
HP Office Jet - 40	HV201650OK	Poor	Dump
Brother DCP1000 Copier	731306259821	Poor	Dump
Brother Intellifax 775	1250260055	Poor	Dump
Vehicle #246 1991 Ford F250	1FTEF25N8MNA66745	Poor	Auction
1986 Utility Body from Vehicle #574	N/A	Fair	Auction
Veh. #821 Massey Ferguson Tractor	04737	Poor	Auction
Snapper Rider Mower	75778526/Z2205K	Poor	Auction

PUBLIC WORKS:

<u>Item</u>	<u>Serial/Model #</u>	<u>Condition</u>	<u>Action</u>
Vehicle #631 1986 GMC 3500 1 Ton	1G0HC34JXGS501759	Poor	Auction
Vehicle #813 International Cub Tractor	249998	Fair	Auction
Vehicle #450 1990 Peterbuilt 320 Model	1XPZLAoX6LD704572	Fair	Auction
Vehicle #511 1989 Ford F350 Flat Bed	1FDKF38G4KNA66885	Poor	Auction
Vehicle #560 1983 Ditch Witch	N/A	Poor	Auction
Vehicle #525 1995 Diesel 1 ton 4WD GMC	1GTHK34F7SE514088	Poor	Auction
5 hydraulic cyclinders	N/A	Poor	Auction

Recommendation

Staff recommendation is for Council to authorize the above items surplus and authorize the City Manager to dispose of accordingly.

Computer Surplus Items As of October 2007

Surplus #	Item #	Item	Model/Description	Qty	Serial #	Condition	Destination
	501	Computer	Empty Shell with Pentium	1	N/A	Fair	Surplus
	502	Computer	Empty Shell with Pentium II	1	N/A	Fair	Surplus
	503	Computer	Empty Shell with CPU, Bad MB	1	N/A	Bad	Surplus
	504	Computer	Empty Shell with CPU	1	N/A	Fair	Surplus
	505	Computer	Empty Shell with CPU, Empty HDD	1	N/A	Fair	Surplus
	506	Computer	Old HP Vectra, Unusable Donation	1	N/A	Unknown	Surplus
	507	Computer	Empty Shell with CPU	1	N/A	Fair	Surplus
	508	Computer	Empty Shell with CPU, Empty HDD	1	N/A	Fair	Surplus
	509	Computer	Empty Shell with CPU	1	N/A	Dead	Surplus
	510	Computer	Empty Shell with CPU, Empty HDD	1	N/A	Bad	Surplus
	511	Computer	Pentium CPU, Empty HDD	1	N/A	Fair	Surplus
	512	Computer	Empty Shell, 486 CPU, No HDD	1	N/A	Fair	Surplus
	513	Computer	Empty Shell, 486 CPU, No HDD	1	N/A	Fair	Surplus
	514	Computer	Empty Shell, CPU, No HDD	1	N/A	Incomplete	Surplus
	515	Computer	P166, Ram, 8x CD, Blank HDD, Mdm	1	N/A	Fair	Surplus
	516	Computer	P166, Ram, Blank HDD, NIC	1	N/A	Fair	Surplus
	517	Computer	P166, 98mb, CD, NO HDD!, 2940 SCSI	1	N/A	Fair	Surplus
	518	Monitor	14" TTX	1	159801913	Bad	Surplus
	519	Monitor	14" TTX	1	759800171	Fair	Surplus
	520	Monitor	14" Maxtech	1	4CLN81902156	Fair	Surplus
	521	Monitor	13" IBM	1	8513001	Unknown	Surplus
	522	Monitor	15" Cybervision	1	4U94702372	Bad	Surplus
	523	Monitor	13" Techmedia	1	N/A	Unknown	Surplus
	524	UPS	Best 280	1	N/A	Unknown	Surplus
	525	UPS	Best 280	1	N/A	Unknown	Surplus
	526	Plotter	HP Designjet 450C	1	SG8791103D	Very poor/As Is	Surplus
	527	Computer	Pentium, 32-96mb Ram, NIC	1	N/A	Unknown	Surplus

Surplus #	Item #	Item	Model/Description	Qty	Serial #	Condition	Destination
	528	Computer	Pentium, 32-96mb Ram, NIC	1	N/A	Unknown	Surplus
	529	Computer	Pentium, 32-96mb Ram, NIC	1	N/A	Unknown	Surplus
	530	Computer	Pentium, 32-96mb Ram, NIC	1	N/A	Unknown	Surplus
	531	Computer	Pentium, 32-96mb Ram, NIC	1	N/A	Unknown	Surplus
	532	Computer	Pentium, 32-96mb Ram, NIC	1	N/A	Unknown	Surplus
	533	Computer	Pentium, 32-96mb Ram, Zip Drive	1	N/A	Unknown	Surplus
	534	Computer	Pentium, 32-96mb Ram, NIC, CD	1	N/A	Unknown	Surplus
	535	Computer	Pentium, 32-96mb Ram, NIC, CD	1	N/A	Unknown	Surplus
	536	Computer	Pentium, 32-96mb Ram, NIC	1	N/A	Unknown	Surplus
	537	Monitor	14" TTX	1	7425010445	Fair	Surplus
	538	Monitor	15" CTX	1	16381511902B09	Fair	Surplus
	539	Computer	Pentium, 64mb Ram	1	N/A	Unknown	Surplus
	540	Computer	Pentium, 64mb Ram	1	N/A	Unknown	Surplus
	541	Computer	Pentium, 64mb Ram, CD	1	N/A	Unknown	Surplus
	542	Computer	Pentium, 64mb Ram, No HDD, Zip Drive	1	N/A	Unknown	Surplus
	543	Computer	Pentium, 64mb Ram	1	N/A	Unknown	Surplus
	544	Computer	Pentium, 32-96mb Ram, NIC	1	N/A	Unknown	Surplus
	545	Monitor	14" Generic	1	N/A	Unknown	Surplus
	546	Computer	DCB, Pentium, 64mb Ram	1	N/A	Fair	Surplus
	547	Monitor	15" CTX - Model #: TE556	1	J790164773	Fair	Surplus
	548	Fax	Brother MFC1780	1	E97929237	Unknown	Surplus
	549	Printer	Epson Color Printer 480SXU	1	C8EE093595	Unknown	Surplus
	550	Hub	Isolan FiberOptic Hub	1	N/A	Unknown	Surplus
	551	Motherboard	ASUS Motherboard	1	N/A	Unknown	Surplus
	552	Fax	Brother Intellifax 770	1	US6495JOK732750	Unknown	Surplus
	553	Power	Box of extra PC power cables	1	N/A	Unknown	Surplus
	554	Peripherals	Box of old mice and keyboards	1	N/A	Unknown	Surplus
	555	Printer	HP Deskjet 610CL	1	ES0231918K	Unknown	Surplus
	556	Printer	HP Deskjet 600C	1	CN63U1R0P2	Unknown	Surplus
	557	Power	Achieve PC Power Supply	1	N/A	Unknown	Surplus

Surplus #	Item #	Item	Model/Description	Qty	Serial #	Condition	Destination
	558	Computer	Pentium 200, No Ram, 2gb HDD	1	N/A	Fair	Surplus
	559	Printer	Epson-DFX5000	1	OG2OA27178	Unknown	Surplus
	560	Printer	Ithaca Series 90Plus receipt Printer	1	HP002273427	Unknown	Surplus
	561	Printer	Ithaca Series 93Plus receipt printer	1	HP001999419	Unknown	Surplus
	562	Monitor	MaxTech Model #XT-5862	1	5CLW81603016	Unknown	Surplus
	563	Computer	BCD, Pentium 166, 64mb RAM	1	N/A	Fair	Surplus
	564	Computer	BCD, Pentium 200, 98mb RAM	1	N/A	Fair	Surplus
	565	Computer	AMD 300, 98md RAM	1	N/A	Unknown	Surplus
	566	Computer	Case, 48x CD, No HDD or RAM	1	N/A	Unknown	Surplus
	567	Monitor	Viewsonic 21" Monitor	1	QH82626843	Poor	Surplus
	568**	Computer	Empty Shell, AMD350, No HDD, No Ram	1	N/A	Fair	Surplus
	569**	Printer	Epson Stylus Color 800	1	N/A	Bad	Surplus

NOTE: All items stored at DPW, and all Computers have been wiped of data or hard drive removed

** Added 9/28/07

BROOKSVILLE POLICE DEPARTMENT – SURPLUS PROPERTY LISTING

Item Number	Description	Approx. Value	Disposition	SIN	Location
1. RW20	10kt YG ID Bracelet Marked DET Gold-150 Grams Diamonds-48 Rubies-22	\$3,310.00	Surplus		
2. RH24	34" Silver Chain with Pendant Sterling Silver Chain Pendant 14kt WG, 147 Diamonds	\$50.00 \$2,148.00	Surplus		
3. RW26	Men's SS Guess Watch	\$150.00	Surplus		
4. RW29	24" silver plated metal Chain 14kt Bagueite Cross (Diamond)	\$0.00 \$3,000.00	Surplus		
5. RW33	Mens Large 14kt Diamond Bracelet Gold 220 grams	\$3,892.00	Surplus		
6. RW35	Womens Rolex Watch	\$6,750.00	Surplus		
7. RW43	Coca Cola Knife	\$1.00	Surplus		
8. RW52	Merta Car Speakers 5 1/4" Pair, 180 Watts	\$30.00	Surplus		
9. RW63	Picture of Raymond James Stadium	\$100.00	Surplus		
10. RW84	Signed Stadium Picture, 1988	\$100.00	Surplus		
11. RW85	Buccaneers Pocket Watch on Stand	\$50.00	Surplus		

BROOKSVILLE POLICE DEPARTMENT – SURPLUS PROPERTY LISTING

Item Number	Description	Approx. Value	Disposition	S/N	Location
12. RW86	Signed Bucs Helmet in Case	\$160.00	Surplus		
13. RW88	Oil Lamps with oil	\$8.00	Surplus		
14. RW89	Mini NFL Helmets in Display Case	\$100.00	Surplus		
15. RW99	Year 2000 Buccaneers Plaque	\$50.00	Surplus		
16. RW100	Wood Bucs Clock	\$30.00	Surplus		
17. RH100	Rockford Fosgate Punch 10" Speaker	\$80.00	Surplus		
18. RH107	Kentwood C907 10 Disc CD Changer	\$200.00	Surplus		
19. RH108	Kicker Impulse 1x254 Amplifier, Car	\$200.00	Surplus		
20. RH109	Kicker Impulse 1x252 Amplifier, Car	\$125.00	Surplus		
21. RW78	1988 Cristal 1.5L Brut Rose	\$500.00	Surplus		
22. RW78b	1993 Cristal 1.5L Brut	\$150.00	Surplus		
23. RW79	1994 Cristal 750ml Brut	\$150.00	Surplus		
24. RW79b	1994 Cristal 750ml Brut	\$150.00	Surplus		
25. RW79c	1995 Cristal 750ml Brut	\$150.00	Surplus		
26. RW81	Hennessy Cognac 750 VS with Bucs Flask	\$15.00	Surplus		
27. RW81b	Hennessy Cognac 750 VSOP 750ml	\$25.00	Surplus		

BROOKSVILLE POLICE DEPARTMENT – SURPLUS PROPERTY LISTING

Item Number	Description	Approx. Value	Disposition	Location
28. RW81c	Veuve Clicquot Ponsardin 750ml	\$20.00	Surplus	
29. RW90	Wray & Nephew Rum Cream Liqueur	\$5.00	Surplus	
30. RW91	Alize Cognac 50ml VS	\$2.00	Surplus	
31. Asset # 00074	Kustom Signal Trooper KR10 TT1138	\$200.00	Surplus	(Garage)
32. Asset # 00142	Kustom Signal Trooper KR10 TT1138	\$200.00	Surplus	(Garage) KK21814
33. One	KQE KR-10SP Radar, Ser BB8580	\$200.00	Surplus	(Garage)
34. Asset # 2939	KQE Trooper Radar, Ser TT1416	\$200.00	Surplus	(Garage)
35. Asset # 00073	Kustom Sig. Radar, Ser KK1815	\$200.00	Surplus	(Garage)
36. Asset # 00747	One Squat Rack Bar, Black	\$75.00	Surplus	(Garage)
37. One	15" Sony CPD-100ES Computer Monitor	\$	Surplus	(Garage)
38. One	15" Sony CPD-100ES Computer Monitor	\$	Surplus	(Garage)
39. One	15" Sony CPD-200ES Computer Monitor	\$	Surplus	(Garage)
40. One	Old Computer Keyboard	\$	Surplus	(Garage)
41. Three	Code 3, MX7000 (old) police light bars	\$200.00 ea.	Surplus	(Garage)
42. One	Vector light bar (V-Shape)	\$200.00	Surplus	(Garage)
43. Asset # 00094	Xerox 6010 Memory Writer Typewriter	\$	Surplus	(DPW)
44. One	IBM Wheelwriter 6 Typewriter	\$	Surplus	(DPW) SN 1050000037991

BROOKSVILLE POLICE DEPARTMENT – SURPLUS PROPERTY LISTING

Item Number	Description	Approx. Value	Disposition	S/N	Location
45. Asset # 2678	IBM Personal Wheelwriter Typewriter	\$	Surplus	SN 11-0056955	(DPW)
46. Six	Computer Keyboards	\$	Surplus		(DPW)
47. One	Gateway Mouse	\$	Surplus		(DPW)
48. One	H/P Deskjet 682C Printer, no cord	\$	Surplus	SN US66A1H0SY	(DPW)
49. One	Brother MFC 700 FC Fax Machine	\$	Surplus	SN H73702796	(DPW)
50. One	G.E. 19" Color Television Set	\$	Surplus	SN 035416001	(DPW)
51. One	Epson Stylus Pro Printer	\$	Surplus	No ID Information	(DPW)
52. Asset # 00717	BCD Desktop Computer	\$	Surplus		(DPW)
53. Asset # 00718	BCD Desktop Computer	\$	Surplus		(DPW)
54. Asset # 00715	BCD Desktop Computer	\$	Surplus		(DPW)
55. One	Gateway ATX Tower TB-3 GP7-750 Desktop Computer	\$	Surplus	SN 0018802233	(DPW)
56. Asset # 00757	Compaq Proliant 600 Desktop Computer	\$	Surplus	SN M703799	(DPW)
57. One	Computer (seems made from parts)	\$	Surplus	SN ECDG020520	(DPW)
58. One	CyberVisionb C-70 Monitor	\$	Surplus	SN J02011202837	(DPW)
59. Three	Quill Brand Fax Ribbon Cartridges For a Panasonic Fax	\$	Surplus	Part # 7-1944	(DPW)
60. One	External Fax Modem, C.P., Inc.	\$	Surplus	Part # 044-504509-000	(DPW)

BROOKSVILLE POLICE DEPARTMENT – SURPLUS PROPERTY LISTING

Item Number	Description	Approx. Value	Disposition	S/N	Location
61. Asset # 00685	Chip Tech Systems Desktop Computer	\$	Surplus		(DPW)
62. One	Chicony keyboard	\$	Surplus	SN 2E15600732B	(DPW)
63. One	Old PS2 Microsoft Mouse	\$	Surplus		(DPW)
64. Twelve (12)	IBM PC Printer Cables in boxes	\$	Surplus	Part # 1525612 (all)	(DPW)
65. One	H / P Scanner/Copier */Copier ScanJet w/cords	\$	Surplus	SN SG66C21OJP	(DPW)
66. One	Ditto external Computer Drive (Cassette)	\$	Surplus	SN U70649ABLR	(DPW)
67. One	Swingline Electric Stapler (Broken)	\$	Surplus		(DPW)
68. Asset # 03286	Motorola Base Radio	\$	Surplus	SN 447HNA0134	(DPW)
69. One	Oki Dot-Matrix Printer Model Microline 320 Turbo	\$	Surplus	SN 312E5057100	(DPW)
70. One	Canon Bubblejet Printer, Mod. 4300	\$	Surplus	SN ENK52005	(DPW)
71. One	Canon Bubblejet Printer, Mod. BJC250	\$	Surplus	SN EJW29192	(DPW)
72. One	Max-Tech Computer Monitor	\$	Surplus	SN 5CLW81603006	(DPW)
73. One	Max-Tech Computer Monitor	\$	Surplus	SN 5CLW81603009	(DPW)
74. One	Gold Star Computer Monitor	\$	Surplus	SN 709KG01046	(DPW)
75. One	CyberVision Computer Monitor	\$	Surplus	SN J01003100061	(DPW)
76. Asset # 00101	Talk-A-Phone multi-line Box	\$	Surplus	SN 25011	(DPW)

BROOKSVILLE POLICE DEPARTMENT – SURPLUS PROPERTY LISTING

Item Number	Description	Approx. Value	Disposition	S/N	Location
77. One	Zyxtel Server Model U-1496	\$	Surplus	SN 907100059	(DPW)
78. One	US Robotics 56k Voice Fax Modem	\$	Surplus	SN 221MBBN9SN55	(DPW)
79. One	I-Focus Computer Video Projector Model No. Lite P550	\$	Surplus	SN 4C03646	(DPW)
80. One	Mitsubishi Video Printer Cord	\$	Surplus		(DPW)
81. One	18' RV Cable, Model HRC-18	\$	Surplus		(DPW)
82. Two	Windows PX Prof Power Cords in bags	\$	Surplus		(DPW)
83. One	Plastic bag w/3 misc. plug cords	\$	Surplus		(DPW)
84. Asset # 00396	JVC VCR, Old style, 2 part top loading	\$	Surplus	SN 17990055	(DPW)
85. Asset # 01217	Doc-U-Cam (old) In Car Camera System	\$150.00	Surplus		(Garage)
86. Asset # 00075	Hand-Held Falcon Radar Gun	\$200.00	Surplus		(Garage)
87. Asset # 00762	Hand-Held MPH Ind. Mod K15 Radar Gun	\$200.00	Surplus		(Garage)
88. One	1993 Chevrolet Surveillance Van	\$1,420.00	Surplus		
89. One	1991 Buick Park Avenue	\$1,450.00	Surplus		
90. One	1992 Chrysler New Yorker	\$820.00	Surplus		
91. One	1996 Lincoln Continentat	\$1,325.00	Surplus		
92. One	1997 Kawasaki Police Motorcycle	\$2,850.00	Surplus		

BROOKSVILLE POLICE DEPARTMENT – SURPLUS PROPERTY LISTING

Item Number	Description	Approx. Value	Disposition	S/N	Location
93. One	1997 Kawasaki Police Motorcycle	\$2,850.00	Surplus		
94. One	Bombardier Golf Cart	\$1,000.00	Surplus		
		\$35,241.00			



DPW #525 (1995 Diesel 1 ton GMC)



DPW #525 Interior



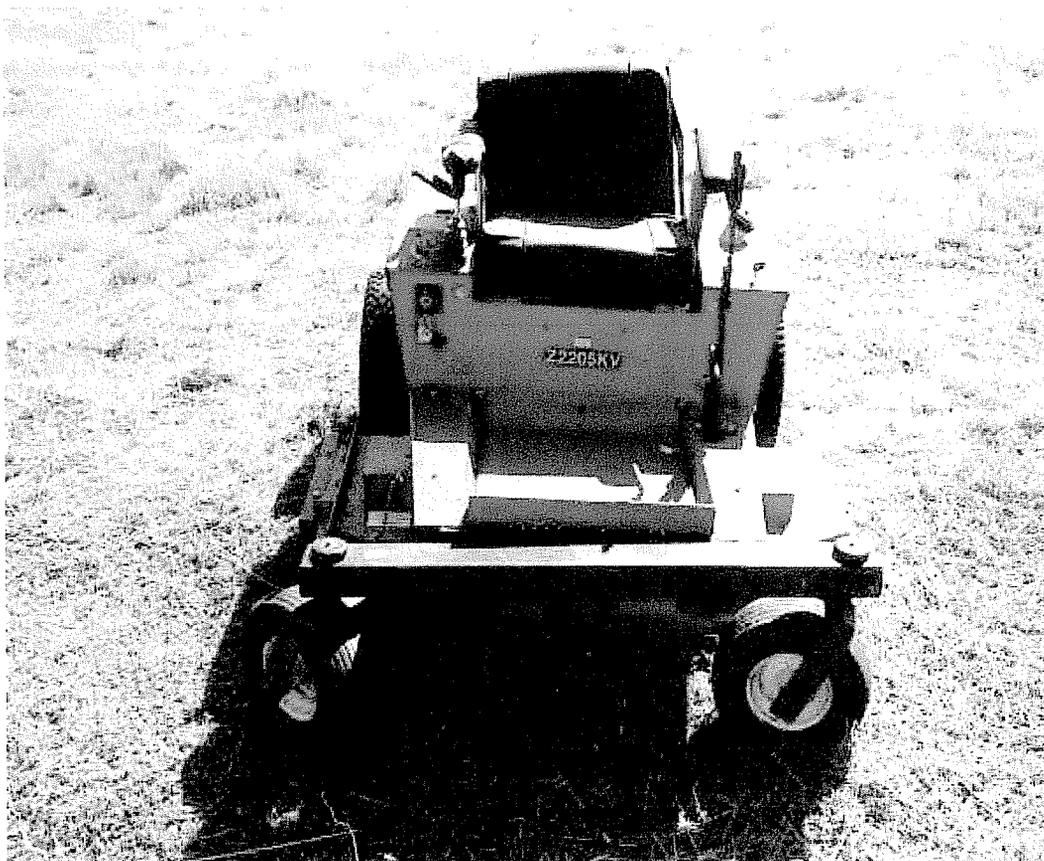
DPW #511 (1989 Ford F350 Flat Bed) Interior



DPW #511 (1989 Ford F350 Flat Bed)



Parks #821 (Massey Ferguson Tractor)



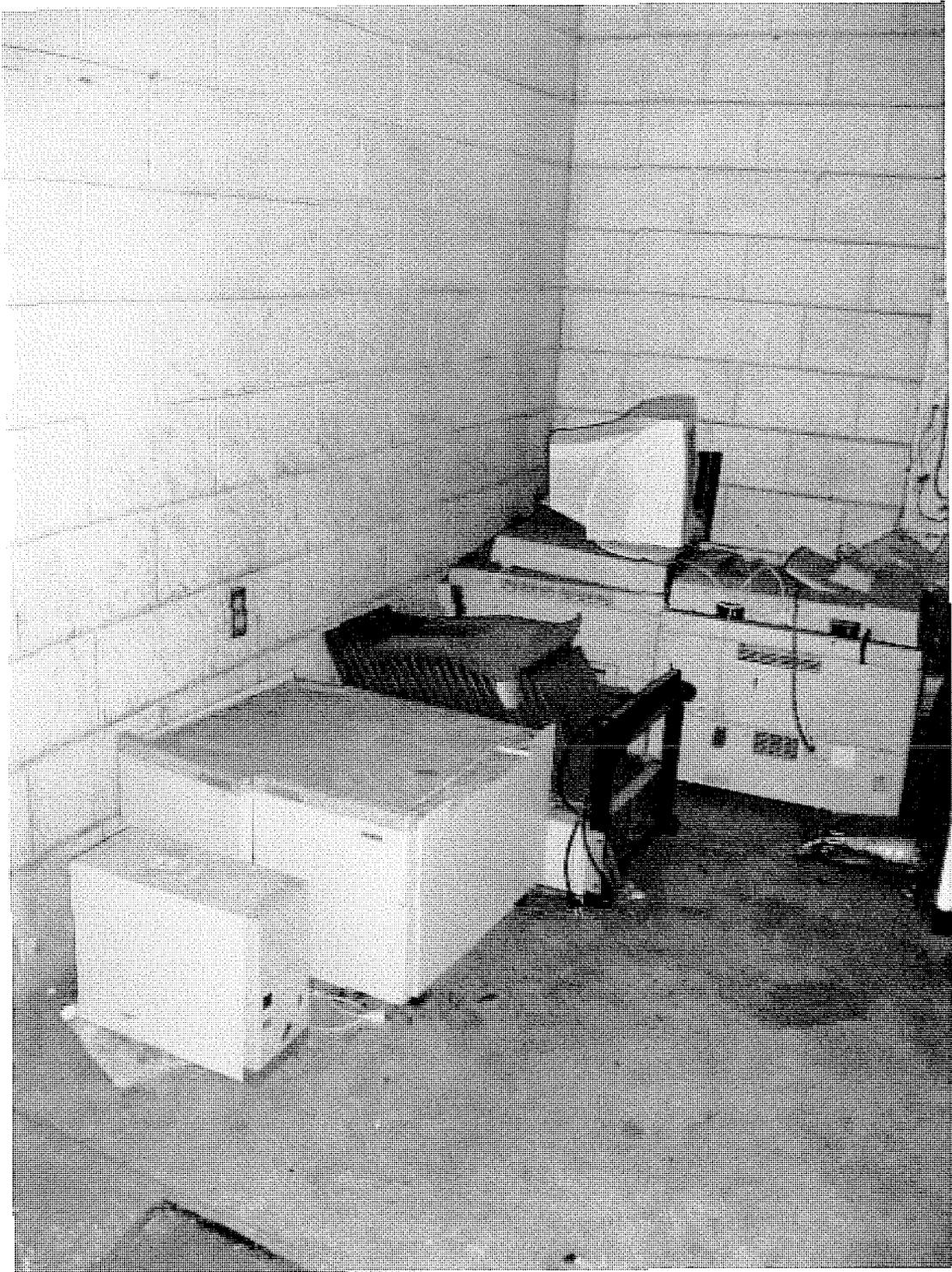
Parks (Snapper Rider Mower)



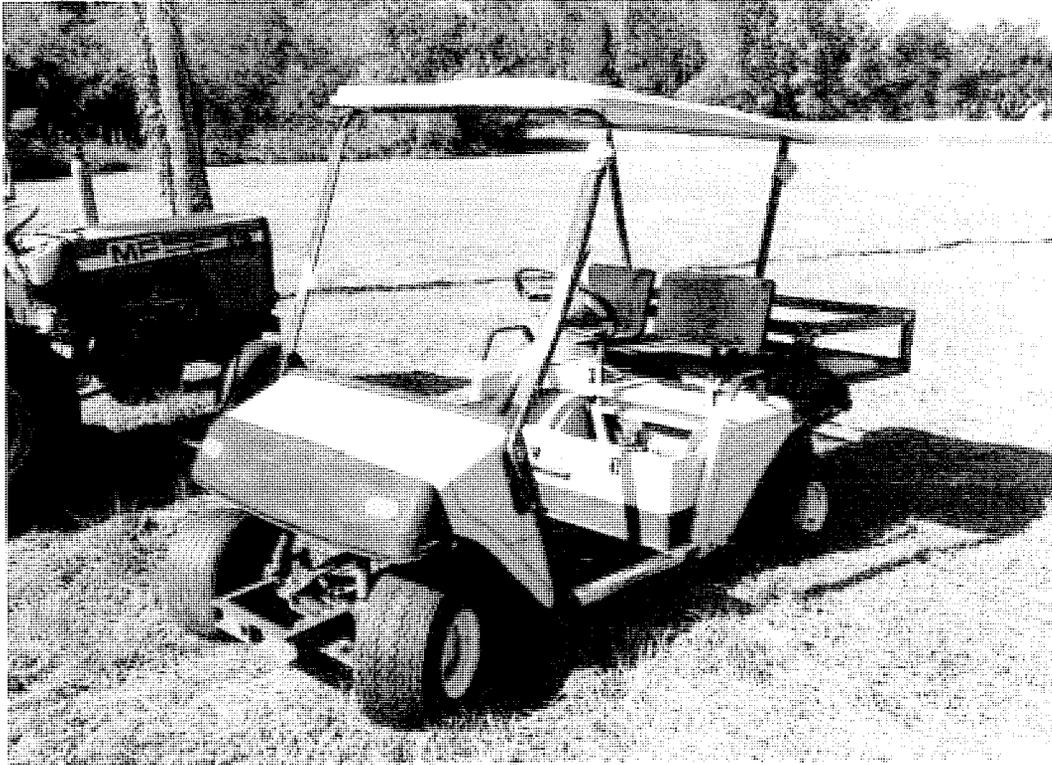
Admin. Dept. (Assorted Computer Items)



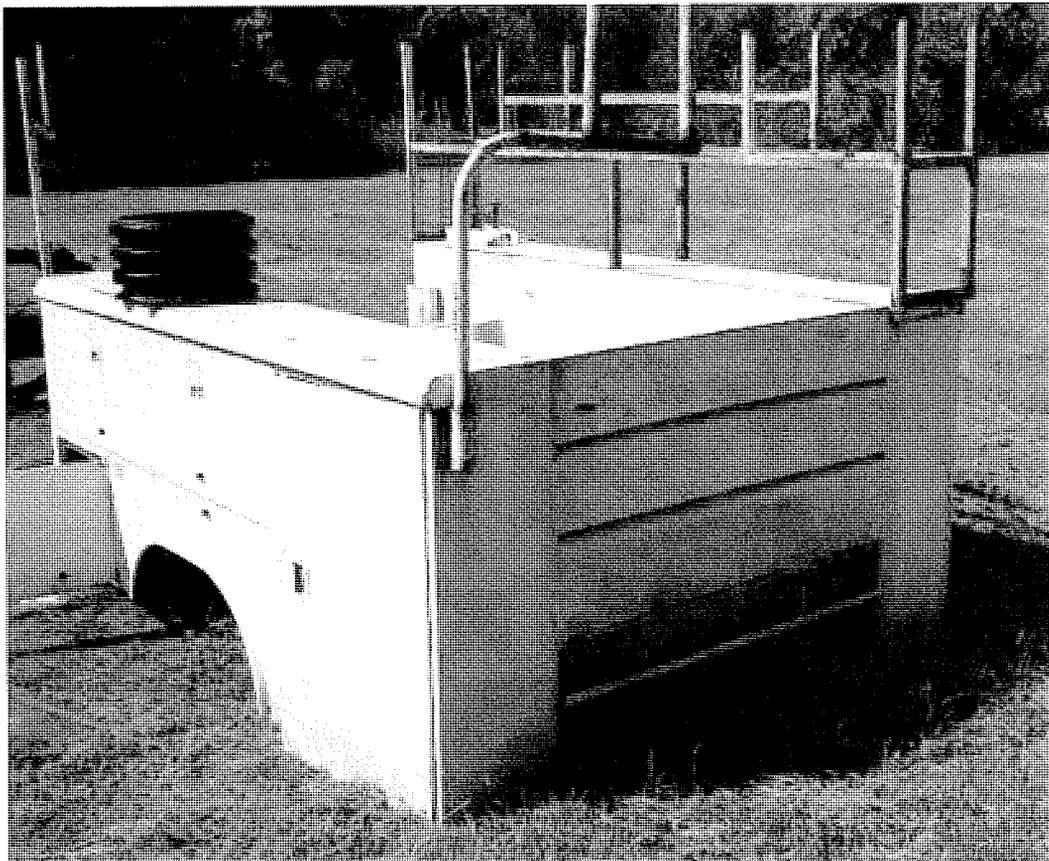
Admin. Dept. (Assorted Computer Items)



Admin. Dept. Xerox, Copiers & Misc. Computer Items



Parks (Blue Golf Cart)



Parks (Utility Body Only)



Admin. Dept. Dishwashers



DPW #631 (1986 GMC 3500 1 ton)



DPW #631 Interior



DPW #450 (1990 Peterbuilt Rear Loader Truck)



DPW #450 Interior



Parks #246 (1991 Ford F250)



Parks #246 Interior



DPW #576 (1996 Ford F250)



DPW #576 Interior



Admin. Dept. Assorted Chairs



DPW #813 (International Cub Tractor)



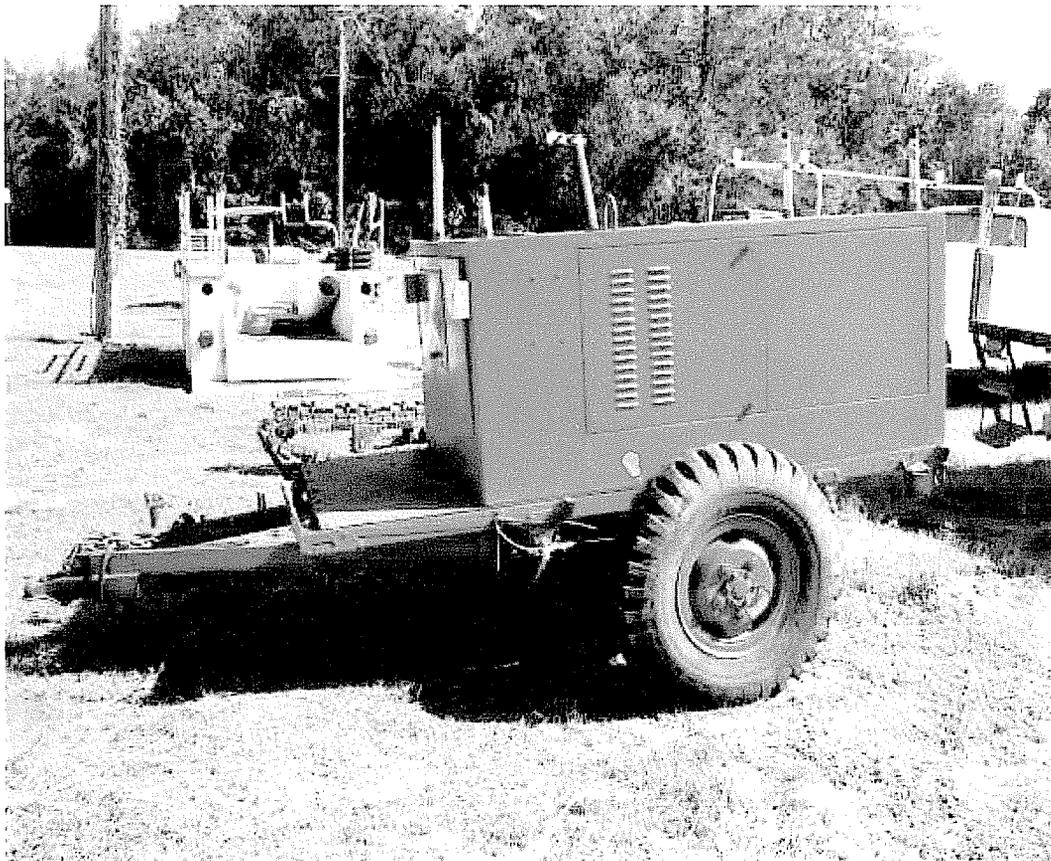
DPW #560 (1983 Ditch Witch)



DPW (5 Hydraulic Cylinders)



Fire Dept. Assorted Fire Items



Fire Dept. #263 (1969 Portable Generator)

City of Brooksville



AGENDA ITEM NO. D-1
12/3/07
(352) 544-5400 (Phone)
(352) 544-5424 (Fax)
(352) 544-5420 (TDD)

November 14, 2007

Mr. and Mrs. Don and Tracy Frazier
521 Colonial Drive
Brooksville, FL 34601

Dear Mr. And Mrs. Frazier:

The City of Brooksville Beautification Board is pleased to advise you that you have been selected to receive the monthly Margaret R. Ghiotto Residential Beautification Award for beautifying your home at 521 Colonial Drive.

The Certificate of Recognition and outdoor sign will be presented to you by a Board Representative at the next regular Council Meeting to be held Monday, December 3, 2007 at 7:00 p.m. in the City Hall Council Chambers at 201 Howell Avenue. Please call the Beautification Board Secretary, Lindsay Morgan, and let her know, no later than Monday, November 30, 2007 by 5:00 p.m. if you will or will not be able to attend this meeting or if you have any further questions, 544-5407 x130.

We extend our appreciation for your outstanding efforts in the improving and beautifying not only your home but the City of Brooksville.

Sincerely,

Sally Sperling / lam
Sally Sperling, Chairman
Beautification Board

SS/lam

cc: T. Jennene Norman-Vacha, City Manager
Karen M. Phillips, City Clerk/Dir. of Administration
Lindsay A. Morgan, Beautification Board Secretary

G:\Boards\Beautification\Awards\521 Colonial Drive - Don & Tracy Frazier.doc

Margaret R. Ghlotto



CERTIFICATE OF RECOGNITION

*City Council and the Beautification Board for the City of Brooksville, Florida
recognize and honor the named recipient for improvements and beautification to
their property located within the City*

DON AND TRACY FRAZIER

521 Colonial Drive, Brooksville, Florida 34601

Presented this 3rd day of December 2007

Mayor

Deputy City Clerk

City of Brooksville



(352) 544-5400 (Phone)
(352) 544-5424 (Fax)
(352) 544-5420 (TDD)

November 14, 2007

Edward C. Balulis, owner
c/o American Turf Equipment
12202 Sandalwood Drive
Wildwood, FL 34785-9703

Dear Mr. Balulis:

The City of Brooksville Beautification Board is pleased to advise you that you have been selected to receive the monthly Margaret R. Ghiotto Commercial Beautification Award for beautifying your business at 937 E. Jefferson Street.

The Certificate of Recognition and outdoor sign will be presented to you by a Board Representative at the next regular Council Meeting to be held Monday, December 3, 2007 at 7:00 p.m. in the City Hall Council Chambers at 201 Howell Avenue. Please call the Beautification Board Secretary, Lindsay Morgan, and let her know, no later than Monday, November 30, 2007 by 5:00 p.m. if you will or will not be able to attend this meeting or if you have any further questions, 544-5407 x130.

We extend our appreciation for your outstanding efforts in the improving and beautifying not only your business but the City of Brooksville.

Sincerely,

Sally Sperling / lam
Sally Sperling, Chairman
Beautification Board

SS/lam

cc: T. Jennene Norman-Vacha, City Manager
Karen M. Phillips, City Clerk/Dir. of Administration
Lindsay A. Morgan, Beautification Board Secretary

G:\Boards\Beautification\Awards\937 E. Jefferson Street - American Turf.doc

Margaret R. Ghlorio



CERTIFICATE OF RECOGNITION

*City Council and the Beautification Board for the City of Brooksville, Florida
recognize and honor the named recipient for improvements and beautification to
their property located within the City*

AMERICAN TURF EQUIPMENT, EDWARD C. BACUCIS

937 E. Jefferson Street, Brooksville, Florida 34601

Presented this 3rd day of December 2007

Mayor

Deputy City Clerk

MEMORANDUM	
To:	Honorable Mayor & City Council Members
Via:	T. Jennene Norman-Vacha, City Manager <i>T. Jennene Norman-Vacha</i>
From:	Bill Geiger, Community Development Director <i>Bill Geiger</i>
Subject:	CPA 2007-S3; City of Brooksville Small-Scale Comprehensive Plan Amendment, providing a land use classification for property annexed into the City
Petitioner:	Innovators Investments Group; Presented by Gaylor Engineering
Location:	North of Cortez Blvd, west of Hale Avenue and southeast of Mildred Ave.
Date:	November 20, 2007 ORD. NO. 755

Introduction & Background Information:

This report is for a petitioner initiated, small-scale Comprehensive Plan amendment. The subject properties related to this amendment are 5.76-acres +/-, and are located north of Cortez Blvd (S.R. 50), west of Hale Avenue and southeast of Mildred Avenue. These properties were annexed into the City on August 7, 2006, via Ordinance No. 720, and on June 4, 2007, via Ordinance No. 745. The properties have a County land use designation of Residential on the Future Land Use Map of the Hernando County Comprehensive Plan. However, the properties are within 1,320' of an established commercial node which, pursuant to established policy in the County Comprehensive Plan, allows for commercial use to be extended to this property. The County's current zoning for the property is Planned Development Project (SF) on the eastern parcel, and R1C Residential on the western parcel.

The petitioner is requesting that the City amend its Comprehensive Plan to designate this property with a Commercial future land use designation. The petitioner has expressed an intent to build a general commercial/office professional planned development project that would include professional office space, retail sales, a restaurant and a hotel. The petitioner's overall project concept plan includes a 1.95-acre ± parcel that was previously annexed and ascribed with a commercial future land use designation in the city (previously zoned PDP-OP in the county), making the total project area approximately 7.71-acres in size. For purposes of analyses, the total project area of 7.71 acres is considered within this report. Based on the County's Comprehensive Plan policies for the property, it appears that the land use designation of Commercial for this property may be considered consistent with the County's Comprehensive Plan.

The City's adoption of the proposed land use amendment will establish a land use designation for the property within the City's Comprehensive Plan, as is customary following the annexation and incorporation of property into the City's jurisdiction.

The table below identifies the proposed amendment.

Table 1 - Future Land Use Map Amendment

File No.	Existing County FLU Map Designation	Proposed City FLU Map Designation	Location	Acreage	Petitioner
CPA 2007-S3	Residential (County)	Commercial (City)	North of Cortez Blvd. (S.R. 50), west of Hale Avenue and southeast of Mildred Avenue	5.76+/-	Innovators Investment Group

The subject parcels are identified by Hernando County Property Appraiser Key #358231 (2.03-acres ±), and a portion of Key #150491 (3.79-acres ±).

DATA & ANALYSIS (As previously stated, this data and analysis section will address the total project area of 7.71-acres +/-, which includes a 1.95-acre+/- parcel that currently has a Commercial land use designation):

Natural Resources and Features:

The parcel located east and south of Mildred Avenue has a single family residence located on it. A barn structure is located on the parcel west of Hale Avenue. Vegetation on the subject properties consist of Pine and Oak trees primarily, with a medium cover underbrush. The soil on the subject properties is identified as Wachula and Blichton. Topography consists of a ridge running north and south and sloping east and west. The proposed amendment is not within nor will it affect an Area of Critical State Concern.

Compatibility with Surrounding Area:

If the land use change is approved, the property owner is proposing a Commercial Planned Development Project with up to 90,000 square feet of commercial floor area. Specifically, the project proposal is for up to 30,000-square-feet for general offices, 10,000-square-feet for general retail, a 5,000-square-foot restaurant and a 45,000-square-foot hotel. Subject to the application of appropriate performance standards and the project meeting the requirements of the City's Adequate Public Facilities Ordinance, the proposed commercial land use designation would be compatible with the surrounding area.

Public Facilities and Level of Service:

This amendment property will be served by City water and sewer services. Access will be via Cortez Boulevard and Hale Avenue. Police, fire and sanitation collection services will also be provided by the City. Based on data assumptions contained within the City's Comprehensive Plan, the following analysis depicts the impacts associated with the proposed level of development:

Trip Generation: Per the ITE Trip Generation Manual, the proposed land uses (which include LU Code #820 [General Commercial], #710 [General Office], #310 [Hotel] & #931 [Restaurant]), this project would generate approximately 360 vehicle trips during the P.M. Peak Hour. A more detailed traffic analysis would be required in order to address the impact of the proposed project on the level of service for the impacted road network.

Water: The daily demand for potable water is estimated to be approximately 23,500 GPD. This quantity does not cause the City to exceed its allowable maximum daily consumption of 2.24 MGD. Detailed plans are required to determine the extent of what water system improvements will be needed to serve the project.

Sewer: The estimated daily effluent generation is approximately 21,500 GPD. The project's effluent can currently be accommodated by the City's treatment capacity, which is currently being expanded from 1.5 to 3.0 MGD. Detailed plans are required to determine the extent of what wastewater system improvements will be needed to serve the project.

Drainage: The subject site is located within Flood Zone C, which is defined as an area exhibiting minimal flood potential. No wetlands have been identified within the site. Development of the site will have to meet SWFWMD 40D-4 permitting requirements, as well as the City's Comprehensive Plan policies relating to stormwater retention and conveyance.

Recreation Facilities: Not applicable to a commercial project.

Consistency with the Comprehensive Plan: This plan amendment represents a small-scale amendment permitted under state law [as defined in Section 163.3187(1)(c), F.S.]. The proposed land use amendment provides a future land use designation for the subject property that appears to be compatible with growth and development patterns in the area. Additional information and support documents for the proposed plan amendment are contained in the petitioner's application documents.

Budget Statement: Direct costs incurred by the City in processing this plan amendment are absorbed in the petition fee structure.

Legal Note: The processing of this amendment is subject to the review and approval by the City's legal counsel.

Public Input: This report does not include the perspective of adjacent landowners, who may be present at the public meeting to address and present questions and comment. Three individuals that own property in the vicinity of the subject site spoke against the petition at the Planning & Zoning Commission meeting on October 10, 2007. Concerns cited by these individuals included the impact of additional traffic on Hale Avenue, the proximity and buffering of commercial property adjacent to residential, lighting, fear that the commercial area would connect to Mildred Avenue, tree removal that would occur with project development and the potential height of commercial structures with future development of the property.

Staff and Planning & Zoning Commission Recommendation:

At their meeting on October 10, 2007, the Planning and Zoning Commission concurred with the staff recommendation to find that the proposed Future Land Use Map Amendment CPA 2007-S3 is consistent with the City's Comprehensive Plan, and recommend that the City Council, sitting as the Local Planning Agency (LPA), hold a public hearing to receive and consider input from the general public related to the Comprehensive Plan Amendment. After holding the Public Hearing as the LPA, the City Council should then hold a public hearing to take action on an Ordinance to adopt the Plan amendment, and authorize the Mayor to sign the transmittal letter to send the Comprehensive Plan Amendment to the appropriate agencies as required by Statute.

Council Action (To Date):

On November 5, 2007, the LPA reviewed, accepted public input and recommended approval of the proposed amendment to the governing body. The City Council subsequently approved the first reading of Ordinance No. 755 to adopt the proposed amendment, and scheduled the second reading of the Ordinance to take place on November 19, 2007, at 7:00 p.m. On November 19, 2007, City Council continued the public hearing to the December 3, 2007 meeting at 7:00 p.m. in the City Council chambers, to ensure that the general public has received adequate notice of the meeting, since there was testimony that the previously posted signage was removed.

- Attachments:
- (1) Draft Submittal Letter prepared pursuant to Section 9J-11.015(1), F.A.C.
 - (2) Form RPM-BSP-Small Scale-3 & Transmittal Check list
 - (3) Ordinance No. 755
 - (4) CITY OF BROOKSVILLE PROPOSED FUTURE LAND USE MAP AMENDMENT - CPA 2007-S3
 - (5) Petition (As submitted by Innovators Investment Group)
 - (6) Site Plan

ORDINANCE NO. 755

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, APPROVING A SMALL-SCALE AMENDMENT TO THE FUTURE LAND USE MAP OF THE CITY OF BROOKSVILLE COMPREHENSIVE PLAN; PURSUANT TO PROCEDURES ESTABLISHED IN SECTIONS 163.3187(1)(C), FLORIDA STATUTES; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, empowers the City Council of the City of Brooksville, Florida, hereinafter referred to as the City Council, to prepare, adopt, implement and amend city ordinances; and

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and requires the City Council to prepare, adopt, implement and amend a Comprehensive Plan by ordinance; and

WHEREAS, Application No. CPA 2007-S3 to amend the Future Land Use Map of the Comprehensive Plan, has been filed with the City; and

WHEREAS, the City Council of the City of Brooksville, Florida, has been designated as the Local Planning Agency of the City of Brooksville, Florida, hereinafter referred to as the Local Planning Agency; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for amendment, as described herein, to the Future Land Use Map of the City's Comprehensive Plan, and at said public hearing, the City Council, serving as the Local Planning Agency, reviewed and considered all comments received during said public hearing concerning said application for amendment, as described herein, to the Future Land Use Map of the City's Comprehensive Plan, and endorsed the approval of said application for amendment, as described herein, to the City's Comprehensive Plan; and

WHEREAS, the City Council (serving as the Local Planning Agency) did on November 5, 2007, review and consider all comments received during a public hearing, including recommendations of the City's Planning and Zoning Commission, and the Comprehensive Plan Amendment support documents concerning said application for amendment as described herein, to the Future Land Use Map of the City's Comprehensive Plan; and on November 19, 2007, the City Council, sitting as the governing body, did hold the required public hearing, with public notice having been provided, under the provisions of the small-scale development amendment procedures established in Sections 163.3187(c), Florida Statutes, on said application for amendment, as described herein, to the Future Land Use Map of the City's Comprehensive Plan; and

WHEREAS, the City Council has determined and found said applications for amendments, as described herein, to the Future Land Use Map of the City's Comprehensive Plan, to be consistent with the Future Land Use Element's goals, objectives and policies, and those of other affected elements of the City's Comprehensive Plan and Land Development Regulations; and

WHEREAS, the City Council has determined and found that approval of said applications for amendments, as described herein, to the Future Land Use Map of the City's Comprehensive Plan, would promote the public health, safety, morals, order, comfort, appearance, prosperity, or general welfare of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AS FOLLOWS:

Section 1: The following small-scale amendment to the City of Brooksville Comprehensive Plan is hereby approved:

Future Land Use Map Amendment

File No.	Existing Future Land Use Map Designation	Proposed Future Land Use MAP Designation	Location	Acres	Petitioner
CPA 2007-S3	Residential (County)	Commercial (City)	North of Cortez Blvd. (S.R. 50), west of Hale Avenue and east of Mildred Avenue	5.76+/-	Innovators Investment Group, LLC

CPA 2007-S3

Pursuant to a Comprehensive Plan Amendment application, CPA 2007-S3, by Innovators Investment Group, LLC, to amend the Future Land Use Map of the City's Comprehensive Plan, specifically amending the future land use classification of the following described property, as graphically shown on Exhibit "A" attached to this Ordinance, from RESIDENTIAL to COMMERCIAL:

LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, GO THENCE NORTH 88°38'58" WEST ALONG THE ¼ SECTION LINE A DISTANCE OF 847.04 FEET; THENCE SOUTH 01°50'32" WEST, A DISTANCE OF 666.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°50'32" WEST, A DISTANCE OF 125.00 FEET; THENCE SOUTH 87°24'58" EAST, A DISTANCE OF 353.00 FEET; THENCE NORTH 01°50'32" EAST, A DISTANCE OF 125.00 FEET; THENCE NORTH 87°24'58" WEST, A DISTANCE OF 353.00 FEET TO THE POINT OF BEGINNING.

LESS THE WESTERLY 40 FEET THEREOF TO BE USED FOR ROAD RIGHT-OF-WAY PURPOSES. SAID LANDS LYING IN AND BEING A PART OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

AND

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, THENCE NORTH 88°38'58" WEST ALONG THE ¼ SECTION LINE, A DISTANCE OF 847.04 FEET, THENCE SOUTH 01°50'32" WEST, A DISTANCE OF 791.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°50'32" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 87°24'58" EAST, A DISTANCE OF 353.00 FEET; THENCE NORTH 01°50'32" EAST, A DISTANCE OF 105.00 FEET; THENCE NORTH 87°24'58" WEST, A DISTANCE OF 353.00 FEET TO THE POINT OF BEGINNING.

LESS THE WEST 20 FEET THEREOF AND ALSO LESS THE EAST 20 FEET OF THE WEST 40 FEET THEREOF RESERVED FOR ROAD RIGHT-OF-WAY PURPOSES. SAID LANDS LYING IN AND BEING A PART OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

AND

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, THENCE RUN SOUTH 00°42'18" EAST ALONG THE EASTERLY BOUNDARY OF SAID NORTHEAST ¼ OF THE SOUTHWEST ¼ A DISTANCE OF 546.28 FEET, THENCE RUN NORTH 89°13'57" WEST A DISTANCE OF 119.34 FEET TO THE WESTERLY RIGHT-OF-

WAY LINE OF HALE AVENUE AND THE POINT OF BEGINNING, THENCE RUN SOUTH 00°34'34" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 434.52 FEET, THENCE RUN SOUTH 89°53'26" WEST ALONG THE NORTHERLY BOUNDARY AND THE EXTENSION THEREOF OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OR BOOK 118, PAGE 260, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA A DISTANCE OF 364.80 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, THENCE RUN SOUTH 00°49'09" EAST ALONG THE WESTERLY BOUNDARY OF SAID PARCEL A DISTANCE OF 217.44 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CORTEZ BOULEVARD (S.R. 50), THENCE RUN ALONG SAID RIGHT-OF-WAY LINE SOUTH 89°34'09" WEST A DISTANCE OF 346.06 FEET, THENCE RUN NORTH 00°03'53" WEST A DISTANCE OF 249.76 FEET TO THE SOUTHERLY BOUNDARY OF A PARCEL DESCRIBED IN OR BOOK 74, PAGES 620 THROUGH 635, OF SAID PUBLIC RECORDS, THENCE RUN SOUTH 89°13'57" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL A DISTANCE OF 333.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, THENCE RUN NORTH 00°03'53" WEST ALONG THE EASTERLY BOUNDARY AND THE EXTENSION THEREOF OF SAID PARCEL A DISTANCE OF 415.00 FEET TO THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OR BOOK 1367, PAGES 672 AND 673, THENCE RUN SOUTH 89°13'57" EAST ALONG SAID SOUTHERLY BOUNDARY A DISTANCE OF 379.93 FEET TO THE SOUTHEAST CORNER OF SAID PARCELS AND THE POINT OF BEGINNING. LESS THAT PORTION DEEDED TO THE STATE OF FLORIDA IN OR BOOK 1152, PAGE 1802, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA. SUBJECT TO AN EASEMENT TO FLORIDA POWER CORPORATION RECORDED IN OR BOOK 749, PAGE 1721, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

LESS

A PARCEL OF LAND LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE S 00° 42' 18" E, ALONG THE EASTERLY BOUNDARY OF SAID NORTHEAST 1/4, 546.28 FEET; THENCE N 89°13' 57" W 119.34 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HALE AVENUE, THENCE S 00°34' 34" W, ALONG SAID WESTERLY RIGHT OF WAY LINE 434.52 FEET; THENCE S 89° 53' 26" W, ALONG THE NORTHERLY BOUNDARY AND THE EXTENSION THEREOF OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 118, PAGE 260 OF SAID PUBLIC RECORDS, 364.80 FEET TO THE NORTHWEST CORNER OF SAID CERTAIN PARCEL AND THE POINT OF BEGINNING; THENCE S 00° 49' 09" E, ALONG THE WESTERLY BOUNDARY OF SAID CERTAIN PARCEL, 217.44 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 50 (CORTEZ BOULEVARD); THENCE S 89° 34' 09" W, ALONG SAID RIGHT OF WAY LINE, 346.06 FEET; THENCE N 00°03' 53" W, 249.76 FEET TO THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND (STEVE AND GERRY MANUEL PARCEL) DESCRIBED IN OFFICIAL RECORDS BOOK 74, PAGES 620 THROUGH 635 OF SAID PUBLIC RECORDS; THENCE S 89° 13' 57" E, ALONG THE SOUTHERLY BOUNDARY OF SAID CERTAIN PARCEL, 342.90 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE S 00°19' 09" E 25.15 FEET TO THE NORTHWEST CORNER OF SAID CERTAIN PARCEL AND THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

Section 2. Purpose and Intent. This Ordinance is enacted to carry out the purpose and intent of and to exercise the authority set out in the Local Government Comprehensive Planning and Land Development Regulations Act, Sections 163.3161 through 163.3215, Florida Statutes and Chapter 97-351 Laws of Florida, as amended.

Section 3. Adoption of Amendment to Comprehensive Plan. The plan amendment to the City of Brooksville Future Land Use Map, as described hereto, is hereby adopted by the City of Brooksville.

Section 4. Severability. If any provision, word, sentence, or paragraph of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions, words, sentences, paragraphs and portions of this Ordinance shall remain in full force and effect.

Section 5. Conflict. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 6. Effective Date. This plan amendment shall become effective immediately upon the adoption of this Ordinance.

CITY OF BROOKSVILLE

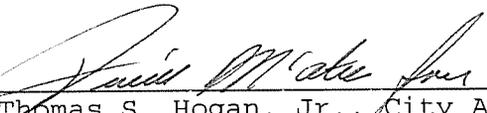
Attest: _____ By: _____
Karen M. Phillips, City Clerk David Pugh, Mayor

PASSED on First Reading November 5, 2007
NOTICE Published on October 26 & November 9, 2007
PASSED on Second & Final Reading _____

Approved as to form and content
for the reliance of the City of
Brooksville only:

VOTE OF COUNCIL:

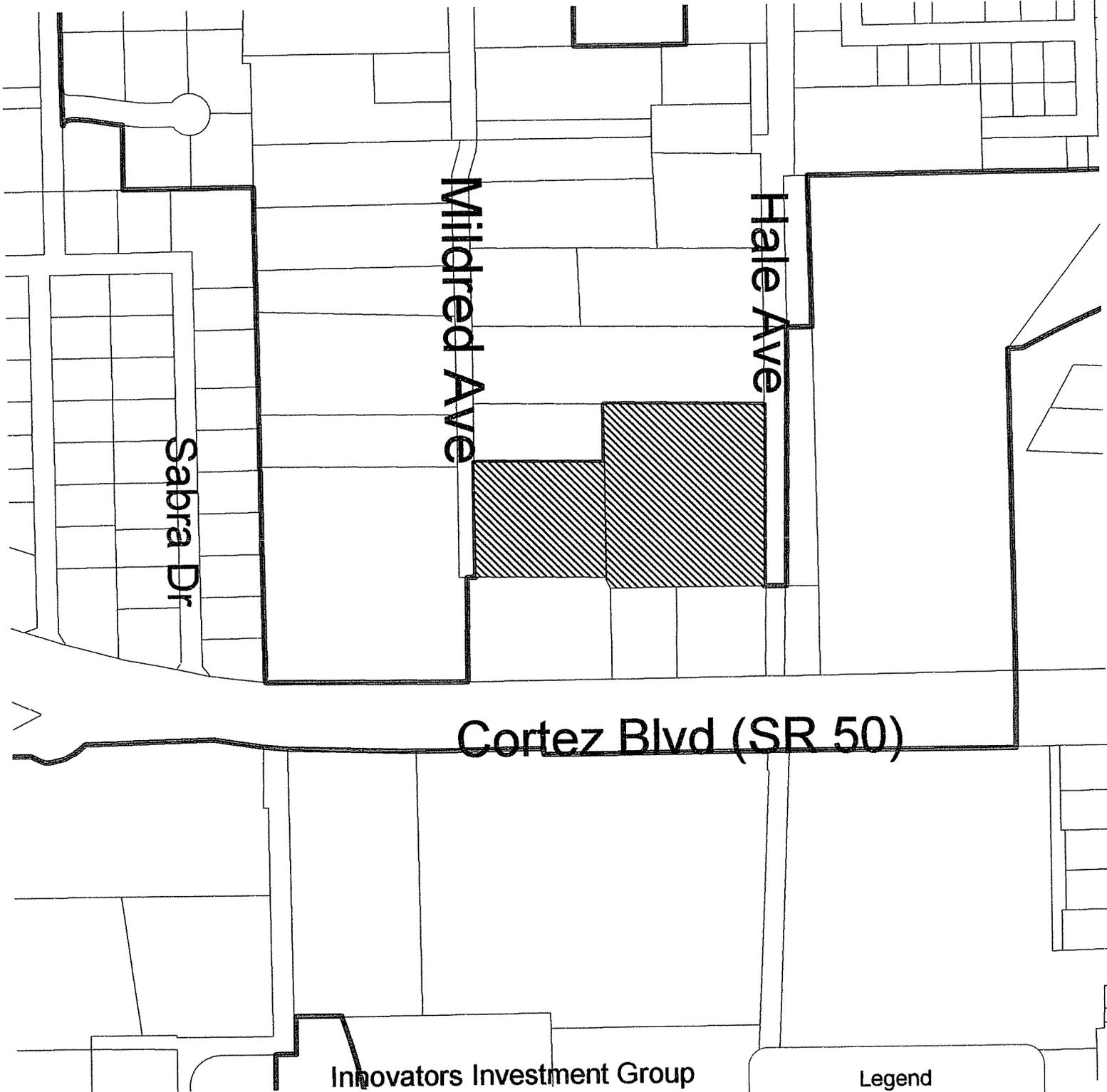
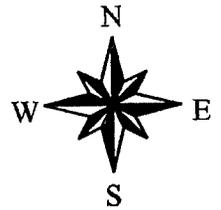
Bernardini _____
Bradburn _____
Burnett _____
Lewis _____
Pugh _____



Thomas S. Hogan, Jr., City Attorney



Innovators Investment Group Properties



Innovators Investment Group Small Scale Comprehensive Plan Exhibit "A"

Ord. No. 755

Legend

-  Innovators investment group.shp
-  Cityboundary_7_31_07.shp

EXHIBIT "A"
to Ordinance No. _____

**City of Brooksville
Future Land Use Map
(EXCERPT)**



LEGEND

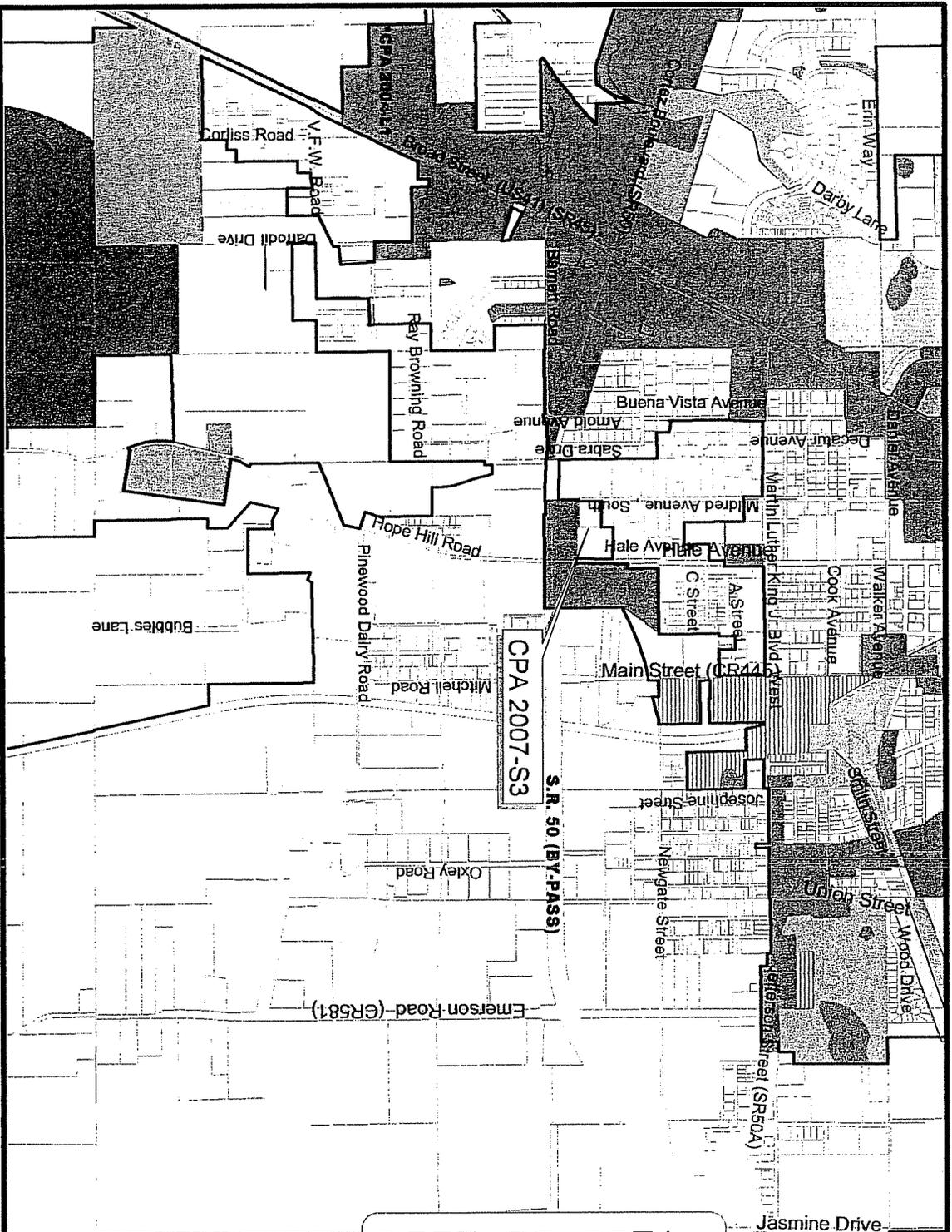
- HISTORICAL CENTRAL BUSINESS/RESIDENTIAL DISTRICT
- CITY BOUNDARY (As of 6/18/2007)
- MAJESTIC OAKS MIXED USE DISTRICT
- COMMERCIAL
- SUBURBAN RESIDENTIAL
- INDUSTRIAL
- SOUTHERN HILLS PLANTATION MIXED USE DISTRICT
- SINGLE FAMILY RESIDENTIAL
- CONSERVATION
- MULTI-FAMILY/MOBILE HOME
- PUBLIC FACILITIES AND LAND
- RECREATION

0 0.5 Miles

*Intensity/Density of the parcel labeled as CPA 2004-L1 shall be controlled by Subsection A of the standards established for "Commercial" in Policy 1-5 of the Future Land Use Element GOPS.

Revised 10/10/2007 for CPA 2007-S3;
Adopted map pursuant to Ordinance No. _____
Sources: Hermand County Property Appraiser - parcel data; Additional information by City of Brooksville

Disclaimer: This map and/or digital data is for planning purposes only and should not be used for any other purpose. The City of Brooksville and CPA, Inc. provides no warranty for the accuracy or availability of data.
g:\asr\proj\cpa_film_10102007_S3.apr



Date

Mr. D. Ray Eubanks, Planning Manager
Florida Department of Community Affairs
Bureau of Local Planning
Plan Processing Team
Sadowski Building
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

MAILED VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: Submittal of Adopted Small-Scale Amendment to the Future Land Use Map of the
City's Comprehensive Plan (Ref. No. Brooksville CPA 2007-S3)

Dear Mr. Eubanks:

Please find enclosed, in accordance with Sections 163.3187(1)(c), Florida Statutes and Rule Section 9J-11.015(1), Florida Administrative Code, one copy of the above-referenced adopted Small-Scale Amendment to the Future Land Use Element/Maps of the Comprehensive Plan.

The City Council serving also as the Local Planning Agency held the public hearings concerning the amendment to the future land use map of the Comprehensive Plan on _____ and _____, after public notice was issued as required. At the second public hearing, the City Council adopted the amendment and authorized its submittal to the State and Regional Planning Council. Copies of the public notice(s) for the public hearings are enclosed.

The amendment involves property totaling 5.76 acres +/- in size. The cumulative total number of acres for small-scale amendments that the City of Brooksville has approved for calendar year 2007, including this amendment, is 8.40 acres +/-.

The proposed amendment is not subject to an area of critical state concern. The proposed amendment is not related to a proposed Development of Regional Impact pursuant to Chapter 380, Florida Statutes.

The proposed amendment is exempt from the twice per year limitation on the adoption of comprehensive plan amendments.

The proposed amendment is not proposed to be adopted under a joint planning agreement pursuant to Section 163.3171, Florida Statutes.

All of the applicable items required by Rule 9J-11.015(1)(2), F.A.C. are enclosed with this submittal. The City has also enclosed the Comprehensive Plan Citizen Courtesy Information List which was made available at the public hearings to anyone who expressed an interest in being advised of the Department's Notice of Intent determination. No one provided information on the form.

AFFIDAVIT

I (we), the undersigned, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application. I (we) certify that Michael J. Gaylor, P.E. is (are) duly designated as the agent(s) for the owner, that the agent(s) is (are) authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition. Further, it is understood that this application must be complete and accurate and the fee paid prior to processing.

Date: 8-22-07
Date: 8-22-07
Date: _____

Title Holder: _____
Title Holder: [Signature]
Title Holder: _____

State of Florida
County of Polk

The foregoing instrument was acknowledged before me this 22 day of August, A.D. 2007 by Don AHS and Bob Nelson, who is personally known to me or who has produced _____ as identification and who did not take an oath.

[Signature]
Notary Public LISA A. DISTASIO



Sanitary Sewer: 23,500 GPD

Drainage:

Onsite retention with predevelopment runoff

Solid Waste: 2,214 pounds/day

Parks and Recreation: No impact due to commercial nature of project

Submittal Requirements

*The following **MUST** be furnished with this application:*

Signed and sealed survey

Application Form

Justification for analysis responses (computations, copies of original analyses)

Proof of Ownership (Warranty Deed, Title Certification, etc.)

Application fee(s):

Comprehensive Plan Amendments:

Text Amendment \$ 500.00

Map Amendment..... \$ 500.00

Voluntary Annexation..... \$ No Fee

Advertising Fee (to be billed to petitioner by newspaper)..... \$ _____

Certified Letters @~~\$4.92~~ each \$ _____

5.51

Proposed Use of the subject property (development description, schedule, and phases):
Motel, Professional Offices, Retail Sales and Restaurant

Maximum allowable density under adopted future land use map designation:

N/A

Maximum allowable density under proposed future land use map designation:

N/A

Analysis of Soils and topography on the site:

The site soils are Wachula and Blichton. Topogarphy consists of a ridge running north and south and sloping east and west.

Analysis of flood prone areas on the site:

None

Analysis of vegetation and natural resources on the site:

The site has a significant number of pine and oak trees along with a medium cover of understory brush.

Analysis of historical/archeological resources on the site:

None listed or known

Analysis of the relationship of the amendment to adopted population projections:

Development will not increase population

Analysis of the impact of amendment on levels of service:

Traffic: ITE 820 General Commercial 155.09
710 General Office 22.6
310 Hotel 8.92
931 Restaurant 89.95
Total Trips per day 3,393

Potable Water: 23,500

General Information

Property Location and/or Address: Mildred Avenue West of Hale Road
and North of S.R. 50

Legal Description: SEE ATTACHED EXHIBIT "A"

Tax Parcel #: R27 222 19 3580 0000 0020 Parcel Key #: 00150491
R27 422 19 0000 0270 0000 00358231

Site Acreage: 7.71 acres
(a) Incorporated Area: 7.71 acres
(b) Unincorporated Area: _____
(c) TOTAL ACREAGE 7.71 acres

Existing and Proposed Land Use & Zoning Information

Present Zoning/Land Use Map Designation: Professional Office and Single Family/
Commercial and low density RESIDENTIAL
Proposed Zoning/Land Use Map Designation: Planned Development Project/ Commercial

Land Use Map Amendment Required: Yes XX No _____ From _____ To _____

For All Development:

Flood Zone: C Base Elevation Required: N/A

Residential Development:

Total # Units: N/A Single Family: _____ Multi-Family: _____

Non Residential Development:

Total Non-Residential Floor Area: 90,000

Commercial 60,000 Professional 30,000 Industrial N/A

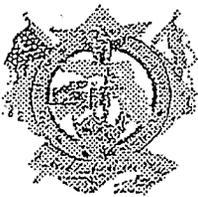
Mixed Use N/A

Description of Existing Land Uses on the subject property:

Mostly vacant with one single family house

Description of Existing Land Uses surrounding the subject property:

North - Vacant and Residential
East - Vacant
West - Vacant
South - Cortez Boulevard/ S.R. 50



CITY OF BROOKSVILLE

PETITION FOR VOLUNTARY ANNEXATION, AMENDMENT OF THE FUTURE LAND USE MAP OF THE BROOKSVILLE COMPREHENSIVE PLAN, AND AMENDMENT OF THE OFFICIAL ZONING MAP

(DO NOT WRITE IN THIS SPACE, FOR CITY OFFICE USE ONLY)

Petition # _____ Annexation _____ FLUMA _____

Date received: _____ Amount Paid: \$ _____

Tentative dates of Hearings: _____

Property Owner

Name: Innovators Investment Group/ Dan Pitts and Bob Nelson

Address: P.O. Box 671

City: Lutz State: F1 Zip: 33548 Phone/Fax: 813-909-8393
Fax: 813-909-8373

Applicant

Name: Innovators Investment Group/ Dan Pitts and Bob Nelson

Address: P.O. Box 671

City: Lutz State: F1 Zip: 33548 Phone/Fax: 813-909-8393
Fax: 813-909-8373

Agent

Name: Michael J. Gaylor, P.E./ Gaylor Engineering

Address: Osprey Cove Professional Park/ 21764 State Road 54

City: Lutz State: F1 Zip: 33549 Phone/Fax: 813-949-5599
Fax: 813-949-0818

9J-11 TRANSMITTAL REQUIREMENTS FOR THE SUBMISSION OF ADOPTED SMALL- SCALE COMPREHENSIVE PLAN AMENDMENTS

APRIL 2006

NUMBER OF COPIES TO BE SUBMITTED: Please submit within ten working days after adoption, one copy of all plan amendment materials, which may be on CD ROM in Portable Document Format (PDF), including graphic and textual materials and support documents directly to the Florida Department of Community Affairs, Division of Community Planning, Plan Processing Team and one copy each to the appropriate Regional Planning Council and any other local government or governmental agency in the state of Florida that has filed a written request with the local government.

SUBMITTAL LETTER REQUIREMENTS: Please include the following information in the transmittal cover letter transmitting the adopted small-scale amendment (9J-11.015(1), F.A.C.):

A statement indicating that the local government is submitting the adopted small-scale amendment in accordance with Section 163.3187(1)(c), F.S.;

A statement identifying the number of acres of the small-scale amendment;

A statement identifying the cumulative total number of acres for small-scale amendments the local government has approved for the calendar year;

A statement identifying whether the amendment involves the same property that was granted another change within the prior 12 months.

A statement identifying whether the amendment involves the same owner's property within 200 feet that was granted a change with the prior 12 months.

A statement identifying whether the proposed amendment involves a text change.

A statement identifying whether the amendment is within an area of critical state concern.

A statement indicating the residential land use density before and after the adopted change if the land use change contained a residential land use category

A statement indicating the that the amendment has been submitted to the appropriate Regional Planning Council, the Office of Tourism, Trade and Economic Development (if amendment is being adopted pursuant to Section 163.3187(1)(c)4, F.S.) and any other local government or governmental agency in the state of Florida that has filed a written request with the local government.

The name, title, address, telephone and fax number of the local contact person.

ADOPTION: The amendment package must include the following (see 9J-11.015(1), (2), F.S.):

One copy of the executed ordinance(s) adopting the small-scale development amendment (Rule 9J-11.015(1)(b)2, F.A.C.);

AMENDMENTS EXEMPT FROM STATE AND REGIONAL REVIEW

1. Name of Local Government Brooksville

Person completing this form Bill Heiser

Phone Number 352-544-5430

Name of Newspaper in which notice of amendment was published Hernando Today

Date Publication Noticed 12-9-28-07
(Please attach copy of notice)

2. Please indicate type of amendment being submitted:

- a. a map amendment directly related to proposed small scale development activities that meet the criteria of Section 163.3187(1)(c), F.S.;
- b. a map amendment solely to property within an urban service boundary that meets the criteria of Section 163.3184(17), F.S.;
- c. a map amendment solely to property within a designated urban infill and redevelopment area pursuant to Section 163.3184(18), F.S.;
- d. a plan amendment associated with an area certified pursuant to Section 163.3246, F.S.

Please complete the following information if amendment is submitted under 2(a):

3. If amendment contains a residential land use category indicate:

density allowed prior to change N/A dwelling unit(s) per acre.
density allowed after change N/A dwelling unit(s) per acre.

4. Number of acres of small scale development amendments contained in package: 5.76

- a. Within Urban Infill, Urban Redevelopment or Downtown Revitalization as defined by Section 163.3164, FS 0
 - b. Within Transportation Concurrency Exception Area pursuant to Section 163.3180(5), FS 0
 - c. Within Regional Activity Centers or Urban Central Business Districts pursuant to Section 380.06(2)(e), FS 0
 - d. Within a Rural Area of Critical Economic Concern pursuant to Section 163.3187(1)(c)4, FS 0
- (Please attach certifying letter to OTTED)
- e. Outside categories a., b, c. and d. 0

5. Cumulative total number of acres of small scale development amendments for the calendar year: 8.40

- a. Categories listed in Item 4 a, b, c and d. above 0
- b. Categories listed in Item 4 e above 0

6. Total number of acres of small scale development amendments in this package that are located within the coastal high hazard area as identified in the comprehensive plan 0

Pursuant to Rule 9J-11.015(1)(b)5, Florida Administrative Code, this form must be mailed with all amendments as defined by Section 9J-11.015(1)(a) Florida Administrative Code to:

DEPARTMENT OF COMMUNITY AFFAIRS
PLAN PROCESSING SECTION
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
(850) 488-4925

Page 2

Mr. D. Ray Eubanks

CPA 2007-S3

Bill Geiger, the City's Community Development Director, is the person who is familiar with the proposed amendment and can be contacted in writing at 201 Howell Avenue, Brooksville, Florida 34601, or by telephoning (352) 544-5430 (fax number 352-544-5429), or by email at bgeiger@ci.brooksville.fl.us

The adopted amendment is available for public inspection during regular business hours at the Brooksville Community Development Department located at 201 Howell Avenue, Brooksville, Florida.

Sincerely,

David Pugh
Mayor

Enclosures

xc: Michael R. Moehlman, Executive Director, Withlacoochee Regional Planning Council
Ronald F. Pianta, Planning Director, Hernando County Local Planning Agency,
Ken Pritz, Facility & Support Operations Executive Director, Hernando County School Board
File

MEMORANDUM

To: Honorable Mayor & City Council Members
Via: T. Jennene Norman-Vacha, City Manager 
From: Bill Geiger, Community Development Director 
Subject: RZ2007-07 and SE2007-13; Petitioner is requesting a zoning classification of Planned Development Project (PDP) with a Special Exception Use for a Combined PDP consisting of General Commercial, Professional Office category uses.
Petitioner: Innovators Investment Group, LLC (Petition presented by Gaylor Engineering)
Location: The properties are located north of Cortez Boulevard, west of Hale Avenue and east of the south side of Mildred Avenue - See attached drawing.
Date: November 20, 2007 ORO. NO. 756

Introduction & Background Information:

The subject combined properties are 7.76 acres \pm . The subject properties were annexed on August 7, 2006, via Ordinance No. 720 (Harris property - 5.73 acres \pm) and on June 4, 2007 via Ordinance No. 745 (Gamba property - 2.03 acres \pm). A Comprehensive Plan Amendment assigning a Future Land Use of Commercial for 1.95 acres \pm of the subject site (fronting on Cortez Boulevard) was approved by the City on January 22, 2007, and the Department of Community Affairs on February 5, 2007. A land use amendment is currently being processed to assign a Commercial land use to the balance of the property. A single family residence is located on the subject parcel that fronts on Mildred Avenue, and an old barn is located on the property just west of Hale Avenue.

At this time the property owner is requesting that the City assign a zoning designation of Planned Development Project (PDP) with a Special Exception Use for a Combined PDP, consisting of General Commercial and Professional Office uses. Zoning of this property for the proposed project is contingent on the processing and approval of a land use amendment for the northern 5.78 acres of the subject site.

Land Use/Zoning:

The southerly 1.95 acres \pm of the subject site has a City land use designation of Commercial on the City's Future Land Use Map (FLUM) of its Comprehensive Plan, and was zoned OP-PDP in the County. The balance of the subject property has a County land use designation of Residential with the eastern portion of the property being zoned PDP-SF, and the western portion zoned R1C. A City small-scale Comprehensive Plan Amendment to designate the northern portion of the subject site with a future land use designation of Commercial is currently being processed, and it is noted that this zoning request is contingent on the land use being approved.

Factual Information:

1. The southerly 1.95 acres \pm of the subject site has a City land use designation of Commercial on the City's Future Land Use Map (FLUM) of its Comprehensive Plan, and was zoned OP-PDP in the County. The balance of the subject property has a County land use designation of Residential with the eastern portion of the property being zoned PDP-SF, and the western portion zoned R1C.

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RZ2007-06 & SE2007-13

Innovators Investment Group, LLC

December 3, 2007

2. A City small-scale Comprehensive Plan Amendment to designate the northern portion of the subject site with a future land use designation of Commercial is currently being processed. This zoning request is contingent on the land use being approved.
3. The properties for this petition's zoning total approximately 7.76 ± acres.
4. The subject parcel east of Mildred Avenue has a single family residence located on it and the parcel west of Hale Avenue contains an old barn structure. The balance of the property is undeveloped.
5. The developer is proposing to development the entire site with office spaces, retail shops, a restaurant and a 3-story hotel. Site development will be required to address conservation, drainage, open space areas and all other applicable development regulations.
6. The subject properties will have access from Cortez Boulevard and Hale Avenue. A frontage road will be constructed through the site to facilitate east-west access.
7. The on site soil types include Wachula and Blichton.
8. The properties are located in flood zone C (as per the FIRM).
9. The developer will be required to negotiate a utility service agreement with the City of Brooksville to facilitate the provisions for and determine the availability of water and sewer services to the property.
10. The subject properties are not located within a wellhead protection area.

As noted, the subject properties have been annexed into the City of Brooksville's jurisdiction. Development of portions of this property are subject to being consistent with the County's land use and zoning regulations until a Comprehensive Plan Amendment assigning a City land use is accomplished. Assigning a Planned Development Project (PDP) zoning designation with a Special Exception Use for a Combined PDP, consisting of General Commercial and Professional Office uses is consistent with development patterns in this area.

The petitioner proposes to develop the site with office spaces, retail sales, a restaurant and a hotel. Development will be subject to meeting all applicable federal, state and local development and permitting requirements. The developer will be required to comply with the City's landscaping, buffers and tree protection regulations.

The developer is proposing two points of access to the property. One access drive will connect to Cortez Boulevard. The other access drive will connect to Hale Avenue. A frontage road will be required to connect Hale Avenue with property located to the west of the subject site. A traffic study will be required to establish the proposed developments impacts on the transportation network, as well as mitigation measures that may be required to address any deficiencies or safety issues.

The developer will be required to construct an on-site storm water drainage control system that meets the design and performance standards as specified by the technical requirements for open and closed basins in the *Environmental Resource Permitting Information Manual, latest edition*, as published by the Southwest Florida Water Management District.

PAGE 3
RZ2007-06 & SE2007-13
Innovators Investment Group, LLC
December 3, 2007

The concept plan submitted with this petition is very general in its scope. The final, detailed PDP development plan will be required to be submitted for review and approval by the Planning & Zoning Commission and the City Council.

When development plans are submitted for permitting of this project, they will be reviewed and analyzed for impact to roads, utilities, drainage, the environment and compliance with all other applicable land use criteria and will be subject to meeting all federal, state and local agency permitting requirements.

Budget Statement: Direct costs incurred by the City in processing this petition are absorbed in the petition fee structure.

Legal Note: The processing of this amendment is subject to the review and approval by the City's legal counsel.

Public Input: This report does not include the perspective of adjacent landowners, who may be present at the public meeting to address and present questions and comment. Three individuals that own property in the vicinity of the subject site spoke against the petition at the Planning & Zoning Commission meeting on October 10, 2007. Concerns cited by these individuals included the impact of additional traffic on Hale Avenue, the proximity and buffering of commercial property adjacent to residential, lighting, fear that the commercial area would connect to Mildred Avenue, tree removal that would occur with project development and the potential height of commercial structures with future development of the property.

NOTE: The Zoning/Special Exception Use process is a land use determination which does not constitute a permit for either construction on or use of the property. These actions are not considered a Certificate of Concurrence. Prior to use of or construction on the property, the petitioner must receive approval from the appropriate City and/or other governmental agencies that have regulatory authority over the proposed development. The granting of this land use determination does not protect the owner from civil liability for recorded deed restrictions which may exceed any City land use ordinances. Homeowner's associations or architectural review committees may require submission of plans for their review and approval. The applicant for this land use request should contact the local association (if there is one) and review the Public Records for all restrictions that may be applicable to this property.

This report does not include the perspective of adjacent landowners, who may be present at the public meeting to address and present questions and comment.

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RZ2007-06 & SE2007-13

Innovators Investment Group, LLC

December 3, 2007

STAFF AND PLANNING & ZONING COMMISSION RECOMMENDATION:

At their October 10, 2007 meeting, the Planning and Zoning Commission concurred with staff to recommend that City Council approve an ordinance for the subject properties to assign a zoning designation of Planned Development Project (PDP) with a Special Exception Use for a Combined PDP, consisting of General Commercial and Professional Office uses, subject to the following performance conditions (*Note: On November 5, 2007, City Council approved the first reading of Ordinance No. 756 with the recommended performance conditions, subject to the following modifications noted in strikethrough/underline format*):

1. Within one year of the final approval of the Comprehensive Plan Amendment and City Council's approval of the Planned Development Project (PDP) with a Special Exception Use for a Combined PDP, consisting of General Commercial and Professional Office uses, the petitioner/developer will need to provide a final detailed PDP development plan that addresses performance standards specified by code and this approval. Said final plan is subject to review and approval by the Planning & Zoning Commission and the governing body of the City of Brooksville. Failure to submit the final plan within the specified time frame will result in this SEU approval becoming null and void.
2. The petitioner/developer must obtain all permits and meet all applicable land development regulations, for construction or use of the property.
3. The minimum building setbacks for this project are as follows:

From Cortez Boulevard -	75'
From Hale Avenue -	75'
From all other property lines -	35'
Separation between buildings -	15'
Setbacks from internal drive lanes -	10'
4. The maximum building heights ~~is~~ are three stories ~~for the hotel, and one story for all other buildings.~~
5. A maximum of one access drive to Cortez Boulevard and one access drive to Hale Avenue is allowed, subject to the permitting requirement of agencies having jurisdictional authority on those roadways.
6. The petitioner shall provide adequate buffers around the perimeter of the property that are consistent with or exceed City adopted standards and comply with the City's landscaping, buffers and tree protection regulations. ~~An Enhanced, 35' setback buffering~~ in the form of an optional (to be worked out with staff, petitioner and adjacent residents) eight (8) foot opaque fence or wall, with minimal disturbance to existing, native vegetation, will be required between the subject property and adjacent residential properties, and directional lighting is required to be installed so as to minimize impacts to adjacent property. Said buffers shall be designed and submitted to the Community Development Department for review and comment, and will be subject to review and possible modification as part of the public meeting processing for the final Planned Development Project Plan.
7. The developer will be required to coordinate with the City Department of Public Works to properly plan for and address drainage and pedestrian improvements around the perimeter

- of the site. Public sidewalks are to be installed along the public rights-of-way and design shall provide for crosswalks and underground drainage where appropriate.
8. The developer will be required to successfully negotiate a utility service agreement with the City prior to permitting.
 9. All utilities serving this project shall be installed underground.
 10. Unless specifically addressed to the contrary by conditions referenced herein, City ordinance regulations which apply with regard to zoning district classification shall apply to this PDP as if it were zoned C2.
 11. The developer will be required to construct an on-site storm water drainage control system that meets the design and performance standards as specified by the technical requirements for open and closed basins in the *Environmental Resource Permitting Information Manual, latest edition*, as published by the Southwest Florida Water Management District.
 12. This zoning/SEU approval is contingent on and will not become effective until the approval of the small scale Comprehensive Plan Amendment (CPA2007-S3) takes effect, that assigns this entire property with a Commercial land use designation.
 13. Prior to the City issuing a development order for this project, the developer will be required to address and resolve all issues related to impacts of the proposed development on public infrastructure and services. Concurrency deficiencies shall be mitigated with agencies that provide and maintain infrastructure that directly serve the proposed development.

COUNCIL ACTION (To Date):

On November 5, 2007, the City Council approved the first reading of Ordinance No. 756, to assign a zoning designation of Planned Development Project (PDP) with a Special Exception Use for a Combined PDP, consisting of General Commercial and Professional Office uses (and modified the performance conditions for the SEU as noted above), and scheduled the second reading of the Ordinance to take place on November 19, 2007, at 7:00 p.m. On November 19, 2007, City Council continued the public hearing to the December 3, 2007 meeting at 7:00 p.m. in the City Council chambers, to ensure that the general public have received adequate notice of the meeting, since there was testimony that the previously posted signage was removed.

- Enclosures:
- 1) Zoning Petition
 - 2) Special Exception Use Petition
 - 3) Planned Development Project -Conceptual Drawing
 - 4) Narrative
 - 5) Zoning Ordinance No. 756 & location exhibit sketch
 - 6) Excerpt draft from November 5, 2007, meeting minutes

ORDINANCE NO. 756

AN ORDINANCE PROVIDING A ZONING CLASSIFICATION OF PDP (PLANNED DEVELOPMENT PROJECT) WITH A SPECIAL EXCEPTION USE FOR A COMBINED PLANNED DEVELOPMENT PROJECT (CPDP) FOR CERTAIN REAL PROPERTY DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AS FOLLOWS:

Section 1. That the following described property in the City of Brooksville, Florida is hereby zoned as Planned Development Project (PDP) with a Special Exception Use for a Combined Planned Development Project (RPDP)- (Reference Exhibit "A" for a graphic view of the property):

Innovators Investment Group, LLC, and Brooksville Hotel & Office Park, LLC - Parcel Key # 00358231 and 00150491; Legal Description:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, GO THENCE NORTH 88°38'58" WEST ALONG THE $\frac{1}{4}$ SECTION LINE A DISTANCE OF 847.04 FEET; THENCE SOUTH 01°50'32" WEST, A DISTANCE OF 666.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°50'32" WEST, A DISTANCE OF 125.00 FEET; THENCE SOUTH 87°24'58" EAST, A DISTANCE OF 353.00 FEET; THENCE NORTH 01°50'32" EAST, A DISTANCE OF 125.00 FEET; THENCE NORTH 87°24'58" WEST, A DISTANCE OF 353.00 FEET TO THE POINT OF BEGINNING.

LESS THE WESTERLY 40 FEET THEREOF TO BE USED FOR ROAD RIGHT-OF-WAY PURPOSES. SAID LANDS LYING IN AND BEING A PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

AND

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, THENCE NORTH 88°38'58" WEST ALONG THE $\frac{1}{4}$ SECTION LINE, A DISTANCE OF 847.04 FEET, THENCE SOUTH 01°50'32" WEST, A DISTANCE OF 791.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°50'32" WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 87°24'58" EAST, A DISTANCE OF 353.00 FEET; THENCE NORTH 01°50'32" EAST, A DISTANCE OF 105.00 FEET; THENCE NORTH 87°24'58" WEST, A DISTANCE OF 353.00 FEET TO THE POINT OF BEGINNING.

LESS THE WEST 20 FEET THEREOF AND ALSO LESS THE EAST 20 FEET OF THE WEST 40 FEET THEREOF RESERVED FOR ROAD RIGHT-OF-WAY PURPOSES. SAID LANDS LYING IN AND BEING A PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA.

AND

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, THENCE RUN SOUTH 00°42'18" EAST ALONG THE EASTERLY BOUNDARY OF SAID NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ A DISTANCE OF 546.28 FEET, THENCE RUN NORTH 89°13'57" WEST A DISTANCE OF 119.34 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HALE AVENUE AND THE POINT OF BEGINNING, THENCE RUN SOUTH 00°34'34" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 434.52 FEET, THENCE RUN SOUTH 89°53'26" WEST ALONG THE NORTHERLY BOUNDARY AND THE EXTENSION THEREOF OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OR BOOK 118, PAGE 260, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA A DISTANCE OF 364.80 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, THENCE RUN SOUTH 00°49'09" EAST ALONG THE WESTERLY BOUNDARY OF SAID PARCEL A DISTANCE OF

217.44 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CORTEZ BOULEVARD (S.R. 50), THENCE RUN ALONG SAID RIGHT-OF-WAY LINE SOUTH 89°34'09" WEST A DISTANCE OF 346.06 FEET, THENCE RUN NORTH 00°03'53" WEST A DISTANCE OF 249.76 FEET TO THE SOUTHERLY BOUNDARY OF A PARCEL DESCRIBED IN OR BOOK 74, PAGES 620 THROUGH 635, OF SAID PUBLIC RECORDS, THENCE RUN SOUTH 89°13'57" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL A DISTANCE OF 333.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, THENCE RUN NORTH 00°03'53" WEST ALONG THE EASTERLY BOUNDARY AND THE EXTENSION THEREOF OF SAID PARCEL A DISTANCE OF 415.00 FEET TO THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OR BOOK 1367, PAGES 672 AND 673, THENCE RUN SOUTH 89°13'57" EAST ALONG SAID SOUTHERLY BOUNDARY A DISTANCE OF 379.93 FEET TO THE SOUTHEAST CORNER OF SAID PARCELS AND THE POINT OF BEGINNING. LESS THAT PORTION DEEDED TO THE STATE OF FLORIDA IN OR BOOK 1152, PAGE 1802, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA. SUBJECT TO AN EASEMENT TO FLORIDA POWER CORPORATION RECORDED IN OR BOOK 749, PAGE 1721, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

Location: North of Cortez Boulevard, west of Hale Avenue and east of the south side of Mildred Avenue

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AS FOLLOWS:

The aforementioned property located within the City of Brooksville, Florida, is hereby assigned a zoning classification of PDP (Planned Development Project) with a Special Exception Use for a Combined Planned Development Project (CPDP) including General Commercial and Professional Office categories, and the zoning map of the City of Brooksville shall be amended accordingly. The Special Exception Use consideration for this Combined Planned Development Project is subject to the following conditions:

1. Within one year of the final approval of the Comprehensive Plan Amendment and City Council's approval of the Planned Development Project (PDP) with a Special Exception Use for a Combined PDP, consisting of General Commercial and Professional Office uses, the petitioner/developer will need to provide a final detailed PDP development plan that addresses performance standards specified by code and this approval. Said final plan is subject to review and approval by the Planning & Zoning Commission and the governing body of the City of Brooksville. Failure to submit the final plan within the specified time frame will result in this SEU approval becoming null and void.
2. The petitioner/developer must obtain all permits and meet all applicable land development regulations, for construction or use of the property.
3. The minimum building setbacks for this project are as follows:

From Cortez Boulevard	75'
From Hale Avenue	75'
From all other property lines	35'

Separation between buildings 15'

Setbacks from internal drive lanes 10'

4. The maximum building heights ~~is~~ are three stories for the hotel, and one story for all other buildings.
5. A maximum of one access drive to Cortez Boulevard and one access drive to Hale Avenue is allowed, subject to the permitting requirement of agencies having jurisdictional authority on those roadways.
6. The petitioner shall provide adequate buffers around the perimeter of the property that are consistent with or exceed City adopted standards and comply with the City's landscaping, buffers and tree protection regulations. An Enhanced, 35' setback buffering in the form of an optional (to be worked out with staff, petitioner and adjacent residents) eight (8) foot opaque fence or wall, with minimal disturbance to existing, native vegetation, will be required between the subject property and adjacent residential properties, and directional lighting is required to be installed so as to minimize impacts to adjacent property. Said buffers shall be designed and submitted to the Community Development Department for review and comment, and will be subject to review and possible modification as part of the public meeting processing for the final Planned Development Project Plan.
7. The developer will be required to coordinate with the City Department of Public Works to properly plan for and address drainage and pedestrian improvements around the perimeter of the site. Public sidewalks are to be installed along the public rights-of-way and design shall provide for crosswalks and underground drainage where appropriate.
8. The developer will be required to successfully negotiate a utility service agreement with the City prior to permitting.
9. All utilities serving this project shall be installed underground.
10. Unless specifically addressed to the contrary by conditions referenced herein, City ordinance regulations which apply with regard to zoning district classification shall apply to this PDP as if it were zoned C2.
11. The developer will be required to construct an on-site storm water drainage control system that meets the design and performance standards as specified by the technical requirements for open and closed basins in the *Environmental Resource Permitting Information Manual, latest edition*, as published by the Southwest Florida Water Management District.
12. This zoning/SEU approval is contingent on and will not become effective until the approval of the small scale Comprehensive Plan Amendment (CPA2007-S3) takes effect, that assigns this entire property with a Commercial land use designation.
13. Prior to the City issuing a development order for this project, the developer will be required to address and resolve all issues related to impacts of the proposed

development on public infrastructure and services. Concurrency deficiencies shall be mitigated with agencies that provide and maintain infrastructure that directly serve the proposed development.

Section 2. The City Council does hereby find that the proposed zoning of this property with a PDP designation is consistent with the City's Comprehensive Plan and development patterns in this area, and is compatible with existing land uses.

Section 3. This Ordinance and zoning of the property described hereto shall take effect immediately upon the final adoption and approval of a Comprehensive Plan amendment designating the entire subject property as described in this ordinance with a Future Land Use designation of Commercial.

CITY OF BROOKSVILLE

Attest: _____ By: _____
Karen M. Phillips, City Clerk David Pugh, Mayor

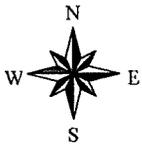
PASSED on First Reading November 5, 2007
NOTICE Published on November 9 & 16, 2007
PASSED on Second & Final Reading _____

Approved as to form and content
for the reliance of the City of
Brooksville only:

VOTE OF COUNCIL:
Bernardini _____
Bradburn _____
Burnett _____
Lewis _____
Pugh _____



Thomas S. Hogan, Jr., City Attorney



Innovators Investment Group, LLC
Zoning Ordinance No. 756
Exhibit "A"

Prepared by
City of Brooksville
Community Development Department 11/5/07

Legend

	Innovators investment group zoning shp
	City Boundary as of 5/22/2006

CITY OF BROOKSVILLE ZONING AMENDMENT PETITION

Date: 8/22/07

Print or Type All Information.

Applicant: Innovators Investment Group/ Dan Pittsand Bob Nelson
Mailing Address: P.O. Box 671
Lutz, Fl 33548
Daytime Telephone: 813-909-8393

Representative: Michael J. Gaylor, P.E./ Gaylor Engineering
Mailing Address: 21764 State Road 54
Lutz, Fl 33549
Daytime Telephone: 813-949-5599 Fax: 813-949-0818

Legal Description: Section: 27 Township: 22 Range: 19 East

Size of Area Covered by
Application: 7.71 acres

Highway & Street Boundaries: Mildred Avenue West of Hale Road
and North of S.R. 50

Future Land Use Designation: Commercial

Current Land Use Designation: Commercial and Single-Family Residential

Current Zoning Classification: Professional Office and Single Family

Zoning Classification Desired: Planned Development Project

Has a public hearing been held on this property within the last twelve months?
yes

ACKNOWLEDGMENT

Bob Nelson
I, Innovators Investment Group, hereby state and affirm that all answers to the questions in said application and all sketches and data attached to and made part of this application are honest and true to the best of my knowledge.

XX I am the owner of the property covered under this application.

 I am the legal representative of the owner or lessee of the property described which is the subject matter of this application.

Bob Nelson
Signature

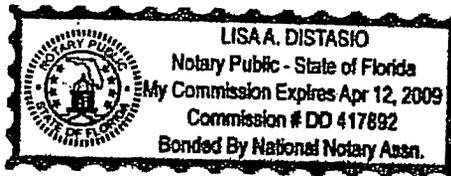
STATE OF FLORIDA, COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 22 DAY OF August, 2007 BY THE ABOVE PERSON(S) Bob Nelson WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED AS IDENTIFICATION AND WHO (DID) (DID NOT) TAKE AN OATH.

Lisa A. Distasio
SIGNATURE OF NOTARY

LISA A. DISTASIO
PRINTED NAME OF NOTARY

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Rev 09/14/97



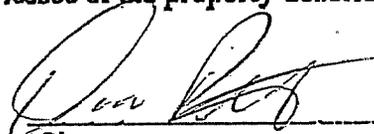
ACKNOWLEDGMENT

Dan Pitts

I, Innovators Investment Group, hereby state and affirm that all answers to the questions in said application and all sketches and data attached to and made part of this application are honest and true to the best of my knowledge.

XX I am the owner of the property covered under this application.

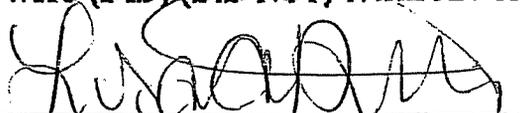
 I am the legal representative of the owner or lessee of the property described which is the subject matter of this application.



Signature

STATE OF FLORIDA, COUNTY OF PASCO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 22 DAY OF August, 2007 BY THE ABOVE PERSON(S) Dan Pitts WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED AS IDENTIFICATION AND WHO (DID) (DID NOT) TAKE AN OATH.

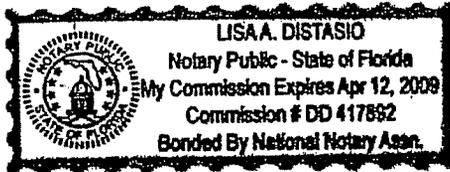


SIGNATURE OF NOTARY

Lisa A. Distasio

PRINTED NAME OF NOTARY

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Rev 09/14/97



APPOINTMENT OF AGENT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

Dan Pitts / Bob Nelson
I, Innovators Investment Group, the owner(s) in fee simple of the below described real property hereby appoint Michael J. Gaylor, P.E. as my (our) agent to file required petitions, sign required documents, make representations as to issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. My agent shall also have the authority to commit myself as owner to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

(Insert Legal Description Below)

(SEE ATTACHED EXHIBIT "A")

Dated: August 22, 2007

Signed in the presence of:

WITNESSES:

Signature

Print Name

[Signature]
ORA DESTACIO

Signature

Print Name

[Signature]
Larry Dean

Signature

Print Name

[Signature]
SHEILA BARTON

Signature

Print Name

[Signature]
Michael J. Gaylor

LANDOWNER(S):

Signature

Print Name

[Signature]
Dan Pitts

Signature

Print Name

[Signature]
Bob Nelson

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OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, Rob Nelson, being duly sworn, hereby depose and say
Innovators Investment Group is the owner of the herein described property to-wit:

(Insert Legal Description Below)

(SEE ATTACHED EXHIBIT "A")

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, Dan Pitts, being duly sworn, hereby depose and say
Innovators Investment Group is the owner of the herein described property to-wit:

(Insert Legal Description Below)

(SEE ATTACHED EXHIBIT "A")

ACKNOWLEDGMENT

All information submitted within this Petition is in all respects true and correct to the best of my knowledge and belief.

Witness Signature: Shirley Banta

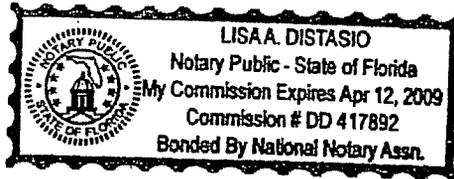
Owner/Agent Signature: Michael J. Taylor

STATE OF FLORIDA
COUNTY OF PAWCO

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 22
DAY OF AUGUST, 2007 BY THE ABOVE PERSON(S) Michael J. Taylor
WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED
AS IDENTIFICATION AND WHO (DID) (DID NOT) TAKE AN
OATH.

Lisa A. DiStasio
SIGNATURE OF NOTARY

LISA A. DISTASIO
PRINTED NAME OF NOTARY



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PETITION FOR SPECIAL EXCEPTION USAGE

TO THE CITY OF BROOKSVILLE, FLORIDA
PLANNING & ZONING COMMISSION

The undersigned Petitioner/Property Owner hereby submits this Petition for a Special Exception Usage at the following described property, to wit: (insert typewritten legal description)

(SEE ATTACHED EXHIBIT "A")

Subject Property Street Address: Mildred Avenue West of Hale Road
and North of S.R. 50

PETITIONER IS SPECIFICALLY REQUESTING SPECIAL EXCEPTION USAGE FOR THE FOLLOWING-

Commercial Planned Development Project

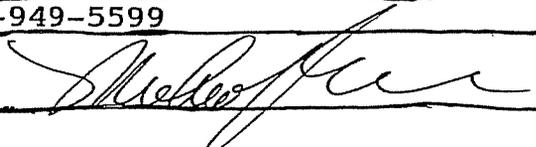
Property future land use is: Commercial
Current land use is: Commercial and Single Family Residential
Property is zoned: Professional Office and Single Family

Petitioner requests that said Special Exception Usage be permitted so that the Owner may utilize the above said property to its highest and best use.

It is in the opinion of the Petitioner that the granting of a Special Exception Use of said property will not be materially detrimental to the Public Welfare, nor to the persons or properties located in the immediate area.

Wherefore, the Petitioner requests that the City of Brooksville, Florida, Planning and Zoning Commission convene to hear and take jurisdiction over the subject matter of this petition.

Petitioner's Name: Michael J. Gaylor, P.E.
Gaylor Engineering
Street Address: Osprey Cove Professional Park
21764 State Road 54
City/State/Zip: Lutz, FL 33549
Daytime Phone: 813-949-5599

Signature: 

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Rev 09/14/97, 12/09/97

APPOINTMENT OF AGENT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, Dan Pitts and Bob Nelson, the owner(s) in fee simple of the below described real property hereby appoint Michael J. Gaylor, P.E. as my (our) agent to file required petitions, sign required documents, make representations as to issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. My agent shall also have the authority to commit myself as owner to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

(Insert Legal Description Below)

(SEE ATTACHED EXHIBIT "A")

Dated: 8/22/07

Signed in the presence of:

WITNESSES:

Signature [Signature]
Print Name LISA DIASIO

Signature Brenda L Pagano
Print Name Brenda L. Pagano

Signature Judith A. Gaylor
Print Name Judith A. Gaylor

Signature [Signature]
Print Name Carry Bea

LANDOWNER(S):

Signature [Signature]
Print Name Dan Pitts

Signature [Signature]
Print Name Bob Nelson

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OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, Bob Nelson, being duly sworn, hereby depose and say
Innovators Investment Group is the owner of the herein described property to-wit:

(Insert Legal Description Below)

(SEE ATTACHED EXHIBIT "A")

OWNER OR AGENT AFFIDAVIT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, Dan Pitts , being duly sworn, hereby depose and say
Innovators Investment Group is the owner of the herein described property to-wit:

(Insert Legal Description Below)

(SEE ATTACHED EXHIBIT "A")

ACKNOWLEDGMENT

All information submitted within this Petition is in all respects true and correct to the best of my knowledge and belief.

Witness Signature: Shirley Bantz

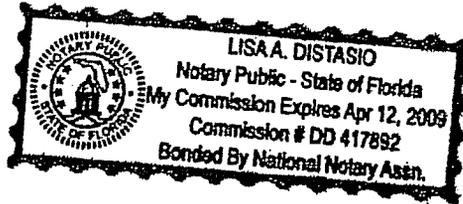
Owner/Agent Signature: Michael J. Enloe

STATE OF FLORIDA
COUNTY OF Polk

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 22
DAY OF August, 2007 BY THE ABOVE PERSON(S) Michael J. Enloe
WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED
AS IDENTIFICATION AND WHO (DID) (DID NOT) TAKE AN
OATH.

Lisa A. DiStasio
SIGNATURE OF NOTARY

LISA A. DISTASIO
PRINTED NAME OF NOTARY



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AFFIDAVIT

I (we), the undersigned, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application. I (we) certify that Michael J. Gaylor, P.E. is (are) duly designated as the agent(s) for the owner, that the agent(s) is (are) authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition. Further, it is understood that this application must be complete and accurate and the fee paid prior to processing.

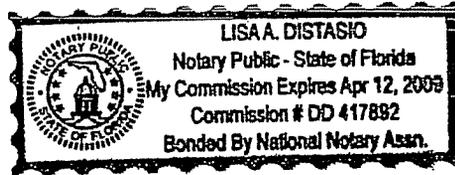
Date: 8-22-07
Date: 8-22-07
Date: _____

Title Holder: _____
Title Holder: [Signature]
Title Holder: _____

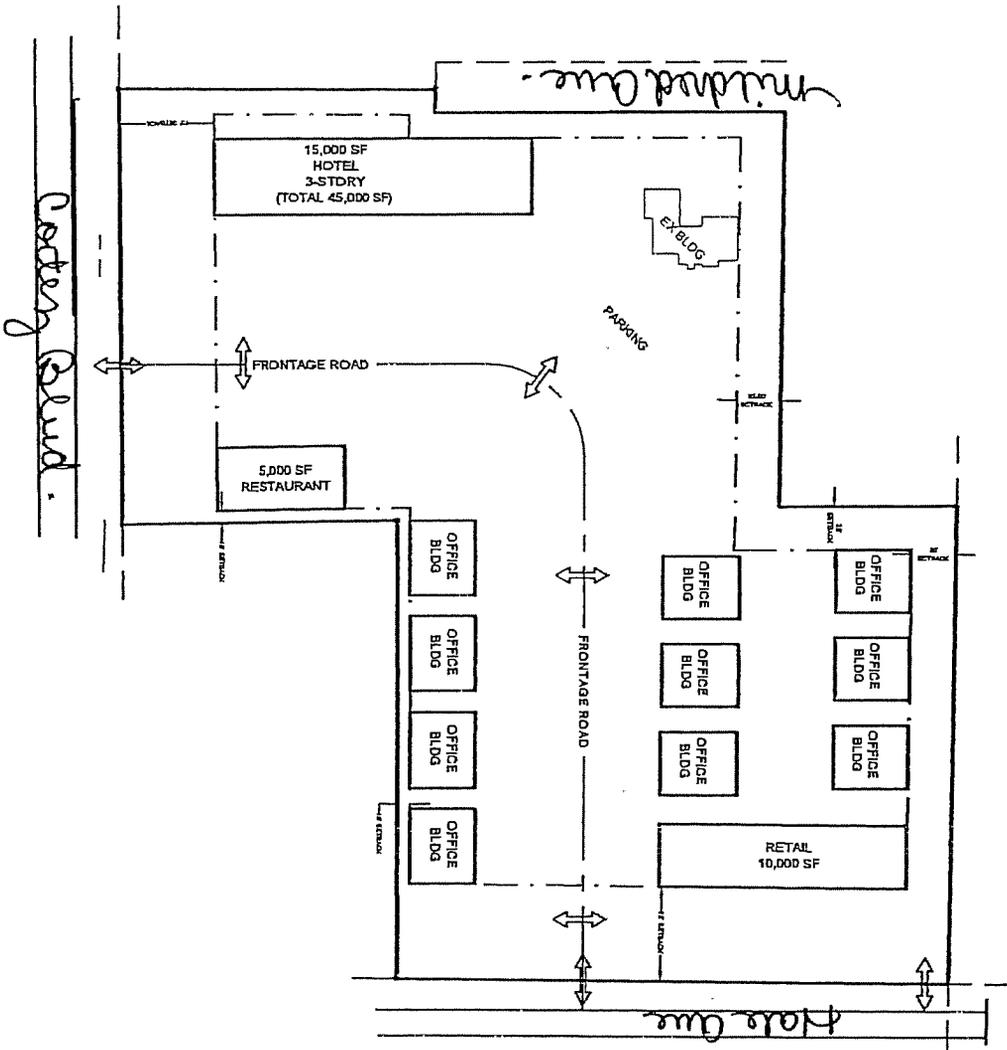
State of Florida
County of Polk

The foregoing instrument was acknowledged before me this 22 day of August, A.D. 2007 by DM BHS and BOB NELSON, who is personally known to me or who has produced _____ as identification and who did not take an oath.

[Signature]
Notary Public LISA A. DISTASIO



SECTION 27, TOWNSHIP 22 SOUTH, RANGE 18 EAST
HERNANDO COUNTY, FLORIDA



DATE:	08-23-07	SHEET	1	OF	1
PROJECT No.	07013				
<p>Innovators Investment Group</p> <p><i>Saylor Engineering</i></p> <p>4500144 Avenue Tampa, FL 33609 PH: 813-988-8811 FAX: 813-988-8811</p>					
<p>8 7 6 5 4 3 2 1</p>					

August 23, 2007

Re: Narrative for the Innovators Investment Group Project

This project involves 7.71 acres of property that lies on the northwest side of the intersection of Hale Road and Cortez Boulevard. The property as it exists today is vacant except for one single family home at the northwest corner which is at the end of Mildred Avenue. The site has a small pasture but the majority is a pine and oak forest with under growth. The terrain is quite unique in the fact that there is a ridge line that runs north and south and the property drains both to the west and east from that ridge. The maximum elevation change across the property is 12 feet.

It is the intent of the project to create a unique planned development encompassing a 3 story motel along with a restaurant. Both will front on Cortez Boulevard. Parking will be provided for both of these facilities and will also provide for a buffer between the commercial and residential along Mildred Avenue. The easterly portion of the property that fronts Hale Road will be comprised of a ten thousand square foot retail center and up to thirty thousand square feet of office condominiums. The site topography and tree canopy will be protected to the greatest extent possible in order to provide the aesthetics that the developer seeks. Stormwater management will be via both above ground retention ponds as well as a significant usage of underground stormwater storage. This again is proposed in order to allow for the development to take place but also to preserve tree canopy to the greatest extent possible.

The project will be built in potentially three phases. Specifically the hotel and restaurant will be a phase and the commercial and office condos will be two additional phases.

REGULAR COUNCIL MEETING - NOVEMBER 5, 2007

****Ordinance No. 756 - INNOVATORS INVESTMENT GROUP, LLC Property Re-Zoning**

Consideration of the re-zoning of a 7.76 acre ± parcel of land located North of Cortez Blvd. (S.R. 50), west of Hale Avenue and east of Mildred Avenue to the classification of Planned Development Project (PDP) with a Special Exception Use for a Combined Planned Development - consisting of General Commercial, Professional Office.

Attorney McAteer reminded Council that this is a Quasi-judicial matter and that decisions need to be based on competent substantial evidence, typically, testimony that is fact based or expert based in nature. He advised that for special exception Council can consider health, safety and welfare issues but they have to be approved by competent substantial evidence.

City Clerk Phillips asked, for clarification, if this issue required the swearing in of expert witnesses. Attorney McAteer advised that Council could recognize expert witnesses in their field if they wish. Bill Geiger and Mr. Gaylord were sworn. Mayor Pugh indicated that Mr. Geiger's credentials were on record, which were accepted by Council, as well as Mr. Gaylord as a register P.E.

Director Geiger reviewed the item and entered the entire staff report into the record as though it were read, along with the staff report for the CPA previously presented. (Attachments A & B).

Mr. Gaylord reviewed the proposal in detail and submitted pictures for the record and indicated there are two specimen trees they will be working around. Discussion continued of the right-of-way and the buffer and the stipulation that, with the exception of the hotel, all structures will be one story. Detailed discussion followed in which Council Member Lewis stated he had no problem with the project if they would put a special exception in there to limit all the buildings, except the hotel, to one story, hotel to three stories, and have the 35 foot buffer with the opaque or decorative wall. Discussion continued.

Mayor Pugh asked for public input; there was none.

City Clerk Phillips read Ordinance No. 756 by title, as follows:

AN ORDINANCE PROVIDING A ZONING CLASSIFICATION OF PDP (PLANNED DEVELOPMENT PROJECT) WITH A SPECIAL EXCEPTION USE FOR A COMBINED PLANNED DEVELOPMENT PROJECT (CPDP) FOR CERTAIN REAL PROPERTY DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

Motion:

Motion was made by Council Member Lewis and seconded by Vice Mayor Burnett for approval of Ordinance No. 756 with the stipulated changes discussed pertaining to the height of all buildings being one story, except for the hotel, which would be three stories and the setbacks being 35' with an opaque fence and/or wall and with minimal disturbance of vegetation.

Council Member Bradburn asked if Council Member Lewis was mandating the wall. Council Member Lewis answered no, stating that it is optional, to be worked out with staff, petitioner and residents.

Motion carried 4-1 upon roll call vote as follows:

- | | |
|---------------------------|-----|
| Council Member Bradburn | Aye |
| Council Member Lewis | Aye |
| Council Member Bernardini | Nay |
| Vice Mayor Burnett | Aye |
| Mayor Pugh | Aye |

REGULAR COUNCIL MEETING - NOVEMBER 5, 2007

Let it be noted that Council Member Bradburn voted in favor of the project with the understanding that the applicant will come forward with a more detailed plan.

City Clerk Phillips indicated the second and final reading to be on November 19, 2007.

MEMORANDUM

To: Honorable Mayor and City Council Members
Via: T. Jennene Norman-Vacha, City Manager *(Signature)*
From: Bill Geiger, Community Development Director *(Signature)*
Subject: PP2007-05: Southern Hills Plantation Phase 3-A-1 Preliminary Plat (Re-submittal)
Petitioner: Hampton Ridge Developers, LLC (Presented by Coastal Engineering Associates)
Location: The property is located South of SR 50, East of US 41, West of Hope Hill Road and North of Powell Road
Date: November 15, 2007

SUMMARY OF REQUEST - BACKGROUND INFORMATION:

The subject property is part of the Southern Hills Plantation (SHP) Planned Development Project, and is located south of SR 50, east of US 41, west of Hope Hill Road and north of Powell Road. The petitioner is requesting City approval of the Southern Hills Plantation, Phase 3-A-1 preliminary plat for 13 single family residential lots on approximately 33.5 acres. The zoning designation granted by City Council for this property is Planned Development Project (PDP), with a special exception use for a Combined PDP, specifically providing for the mixture of uses found in residential, neighborhood commercial and general highway commercial PDP's.

The final plat for Southern Hills Plantation, Phase 1, consisting of 287 lots on approximately 224.011 acres, was approved by City Council on November 15, 2004. The final plat for Southern Hills Plantation, Phase 2/2A, consisting of 398 lots on approximately 354.66 acres, was approved by City Council on September 12, 2005. The final plat for Southern Hills Plantation, Phase 3, consisting of 115 lots on approximately 86 acres was approved by City Council on April 3, 2006. The total area for the Southern Hills Plantation project is 970 acres ±.

The City's Planning & Zoning Commission initially reviewed the subject property owner's petitions for annexation and zoning (Combined PDP/Mixed Use) on January 16, 2002. At that time the Commission recommended that the City Council approve the annexation of the property, adopt a comprehensive plan amendment with appropriate mixed land use policies and designations and approve a Combined Planned Development Project zoning category for the subject property giving consideration to various land use and design specifications.

The City Council approved the 1st reading of the annexation ordinance on January 28, 2002, and provided for the consideration of the final adoption of the annexation ordinance to occur at the same time as when a development agreement (being negotiated between the developer and the City at that time) for this property was ready for public hearing consideration. Additionally, the City Council determined to hold the zoning determination in abeyance until after a comprehensive plan amendment was officially adopted for the property. On May 28, 2003, the City Council approved the annexation of the property, the development agreement providing for specific considerations related to the property and the Evaluation & Appraisal Report (EAR)-based Comprehensive Plan Amendment that included the incorporation and land use policies and designations for the Hampton Ridge Developers LLC property. In June 2003, Hernando County filed a lawsuit against the City regarding the annexation, development agreement and comprehensive plan amendment. On July 23, 2003, the State Department of Community Affairs (DCA) found the City's EAR-based Comprehensive Plan Amendment in compliance, except for four large scale amendments and the text amendments (as it related to issues concerning the large-scale amendments). The DCA cited concerns on items that included

transportation, capital improvements, the environment and population projections. The City opted to negotiate a compliance agreement with the DCA to address their issues. Hernando County intervened as a party in this process (filed August 8, 2003). On November 12, 2003, the City and County entered into a Joint Planning Interlocal Agreement and a Supplemental Interlocal Agreement that specifically addressed the Hampton Ridge Property. The County subsequently dropped its lawsuit against the City. On February 24, 2004, the DCA, the City and the County (as an intervening party) entered into a Stipulated Settlement Agreement concerning the City's EAR-based Comprehensive Plan Amendment. On March 15, 2004, the City adopted a remedial Comprehensive Plan Amendment to implement the Stipulated Settlement Agreement. The DCA found the City's EAR-based Comprehensive Plan Amendment in compliance on April 22, 2004.

On June 7, 2004, City Council approved Ordinance No. 672 to provide the zoning classification of Planned Development Project (PDP) with a Special Exception Use for a Combined Planned Development Project (CPDP). Additionally on this date the City Council approved the master plan for the Southern Hills Plantation project and conditionally approved the phase one preliminary plat for this project. The total number of single family residential lots for Phases 1, 2/2A, 3 and 3-A-1, as configured and proposed, would be 813 single family lots on approximately 698.17 acres.

STAFF FINDINGS:

CURRENT LAND USE/ZONING

In the City's adopted Comprehensive Plan, the subject property is designated with a land use classification identified as the Southern Hills Plantation Mixed-Use District. As per Policy 1-5 of the City's Plan, the Southern Hills Plantation Mixed-Use District provides for permissible densities/intensities to be limited to a maximum of 999 residential units (1.2 dwelling units per gross acre), 160,000 square feet of retail, 45,000 square feet of office and a minimum of 350 acres of open space/recreational uses within the project boundary. The subject property is zoned as a Combined Planned Development Project (CPDP).

FACTUAL INFORMATION

1. The subject property is currently zoned Planned Development Project (PDP) with a special exception use for a Combined Planned Development Project (CPDP).
2. The subject property for the Phase 3-A-1 preliminary plat is approximately 33.5 acres.
3. The subject site for phase 3-A-1 is undeveloped.
4. The subject property is owned by Hampton Ridge Developers, LLC.
5. The subject property has a Comprehensive Plan Future Land Use map designation of Southern Hills Plantation Mixed-Use District.
6. As per Policy 1-5 of the Future Land Use Element of the City's Comprehensive Plan, the Southern Hills Plantation Mixed Use District provides for permissible densities/intensities to be limited to a maximum of 999 residential units (1.2 dwelling units per gross acre), 160,000 square feet of retail, 45,000 square feet of office and a minimum of 350 acres of open space/recreational uses within the project boundary.
7. The subject property will have internal access from previously developed phases of the SHP project, which is connected to US 41 by Southern Hills Boulevard. Additional access will be

- provided to SR50 via Governor Boulevard, a road designed for four lanes with the first two lanes to be built by the developer by May 30, 2009, or prior to the issuance of a Certificate of Occupancy for the 400th dwelling unit for the project, whichever occurs first.
8. The requested phase 3-A-1 preliminary plat proposal is consistent with the City of Brooksville's Comprehensive Plan as adopted on March 15, 2004.
 9. The subject property is subject to terms and conditions of a Development Agreement entered into between the City and the property owner on May 28, 2003, with subsequent amendments. This Agreement was entered into pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243, Florida Statutes. Among other items, the Agreement establishes the availability and means for public utilities to serve the project, provides for the construction of transportation improvements, provides for the reservation of sites for future potential public facilities and purposes, and provides for development uses that may be permitted within the project. Exhibit "D" of the Agreement provides for terms and conditions to be considered as part of the zoning approval of the property (The Development Agreement has previously been distributed and a copy is on file in the City Clerk's office and the Community Development Department).
 10. In conjunction with this development, the developer is required to construct a 1.5 mgd upgrade to the City's existing 1.5 mgd Cobb Road wastewater reclamation facility. The resulting 3.0 mgd tertiary waste water treatment facility will provide reclaimed water to be used for irrigation purposes by residential/commercial properties and the planned Southern Hills Plantation golf course facility.
 11. Section III of the Phase 3-A-1 Preliminary Plat Narrative provides a Preliminary Engineering Report that addresses topography, flood plain, soils, drainage, vegetation, wetlands, wildlife and historical/archaeological summary information pertaining to the property. Based on site visits and review of supporting documentation, the summary documentation appears to accurately portray existing conditions.
 12. To date, the Developer has completed (consistent with the Development Agreement and applicable land use and zoning regulations) the construction of the golf course, Southern Hills Boulevard, internal street networks to the subdivision, the amenity center, maintenance facilities and the clubhouse, which are serving multiple single-family residential dwellings that have been constructed within the community.
 13. Existing and planned public facilities will adequately serve the development consistent with adopted City level-of-service standards.
 14. The Phase 3-A-1 preliminary plat includes 13 single-family residential lots.
 15. The subject property is not located within any well head protection area.

STAFF DISCUSSION

The property owner is developing a mixed use development that includes a private residential community featuring a golf course, rental villas, a recreation center and commercial (retail & office) area near the US 41 property frontage. The master plan for the site provides an overview of the area including the distribution of planned uses.

As previously noted, the approved Development Agreement (recorded in OR Book 1673, Pages 803-850, Hernando County Records), as amended, addresses many aspects of this project as it relates to

infrastructure exactions (to address concurrency requirements in serving the development) and other developmental criteria. Exhibit "D" of the Agreement specifies CPDP Zoning Conditions as follows:

1. The following list of land uses will be allowable within the CPDP zoning approval for this Project: multifamily housing up to 16 units per acre (condominiums, apartments, etc.); single family attached housing (townhomes, duplex, quadplex, etc.) up to 12 units per acre, single family detached housing up to 7 units per acre (standard lot, Z-lot, zero-lot line, cluster homes, patio homes, etc.); resort residential housing up to 16 units per acre; general highway commercial (including C2 uses); neighborhood commercial; outside storage, recreational vehicle and boat storage, golf course (including associated facilities such as maintenance facilities, comfort stations, alcohol consumption and sales, food consumption, and rain shelters), golf clubhouse complex (including dining, alcohol consumption and sales, retail, etc.); office, schools, churches, community centers; recreation; and uses of similar nature to the above.
2. Up to 999 dwelling units, 160,000 square feet of retail, and 45,000 square feet of office space may be constructed.
3. The project will require an approved master plan layout addressing proposed land uses, densities, access and roadway infrastructure prior to development.
4. Deviations or variances from adopted setbacks, parking standards, right-of-way widths, signage, and other standards will be reasonably considered where innovative planning and architectural concepts are provided by the Developer.
5. Individual gated communities may be developed within the Project with appropriate signage and gating provided by the Developer. Community roadways that provide for adequate access and traffic circulation for both emergency vehicles as well as traffic volumes generated by the development may be private, at the discretion of the Developer and with the approval of the City. Roadways proposed for dedication to the public must be built to meet public standards and acceptance is at the discretion of the City. Roads located within a gated community would remain privately owned and maintained.
6. Points of access may be gated provided that the design of the project ensures access for maintenance and emergency services and appropriately accommodates for anticipated project traffic impacts.
7. If green space/pedestrian corridors have been established on an adjacent parcel, the master plan shall consider the extension of such corridors.
8. If a City corridor roadway has been established on an adjacent parcel, the master plan shall facilitate the extension of such roadway.
9. Perimeter buffers around the property will consist of a 25-foot building setback, including a 15-foot vegetated (natural or planted) buffer (no specific opacity required).
10. In areas where green space corridors or golf course fairways are factors in design criteria, street lengths ending in a cul-de-sac may exceed 600 feet in length provided that the cul-de-sac has a right-of-way diameter of 110 feet and a paved area of 80 feet.
11. The City and the Developer agree that the following standards may be utilized within the Project, however, the application of these standards must be reviewed and approved by the City for location and applicability during the conditional platting process: Single family detached lot widths shall be a minimum of 35 feet in width at front building setback line, with side lot building setbacks being 5 feet, front yard setbacks being 20 feet, rear yard setbacks

being 10 feet, and a maximum lot coverage of 40 percent. Single family attached and townhouse lots shall be a minimum of 16 feet in width at front building setback line, with side lot building setbacks being 10 feet, front yard setbacks being 20 feet, rear yard setbacks being 10 feet, a minimum lot size of 1,800 square feet, and a maximum lot coverage of 50 percent. Multi-family lots may have a front yard setback of 25 feet, side yard setback of 10 feet, rear yard setback of 20 feet, and a maximum lot coverage of 50 percent. Commercial lots may have no minimum setbacks with a 70 percent maximum lot coverage. The Project drainage systems shall be designed in accordance with federal, state and local requirements in conjunction with the lot coverage ratios for impervious surfaces.

12. All roads within the (residential portion of the) Project shall be considered residential roadways and may be fronted by residential lots. Fifty foot wide right-of-way with two 10 foot lanes will be provided on all residential roadways.

13. The maximum height for residential buildings shall be 45 feet, measured from the highest point on the property at which the building meets the ground. The maximum height for commercial buildings shall be 70 feet, measured from the highest point on the property at which the building meets the ground.

14. Where golf courses or common irrigation are proposed, private irrigation wells will be allowed, subject to permitting through the Southwest Florida Water Management District, however, reuse water should be utilized to the extent it is available.

15. Ancillary uses which at the time of construction are not adjacent to public utilities may be served by private wells, septic tanks and other temporary utilities, subject to the approval of the Hernando County Health Department, where applicable. These temporary utilities will be discontinued when centralized services are available.

The following conditions/statements were attached to the zoning approval of this property:

1. Development of the described property will be subject to all applicable terms and conditions as outlined in the Development Agreement between the City of Brooksville and Hampton Ridge Developers LLC, as executed May 28, 2003 and recorded in OR Book 1673, Pages 803 to 850.
2. Unless specifically addressed to the contrary within the executed Development Agreement or within conditions referenced herein, City ordinance regulations which apply with regard to zoning district classification will apply to residential areas within this PDP as if they are zoned R3 and commercial areas as if they are zoned C2.
3. Uses or infrastructure for this project that may not be specifically addressed within the Development Agreement or by existing code standards will be brought to the City Council for consideration. Council action on such items may be considered either independently or as a part of the final plat approval process for each phase of this development.
4. A frontage or reverse frontage road will be required in conjunction with the development of the commercial frontage of this PDP along US 41, consistent with the requirements of City Ordinance Number 619.
5. The property owner is required to continue working with the school district to establish a school site somewhere within the vicinity of the subject property until such time as said site is established and approved, unless the school district determines not to locate a

- school in this area.
6. To ensure the maintenance of stable subsurface conditions in areas where ponds or drainage retention areas are located or being proposed, the developer is required to have geophysical/geotechnical investigations conducted and the findings of such shall be incorporated into the final design.
 7. Development of this property will be subject to meeting all applicable federal, state and local agency permitting requirements.
 8. The developer is required to provide the City with three original copies of the approved master plan signed, dated and sealed by a Florida registered professional engineer.

Additionally, the City Council approved the preliminary plat plan labeled Phase I Preliminary Plat/Southern Hills Plantation, as submitted by Coastal Engineering Associates, Inc. and King Engineering Associates, Inc., signed and sealed by Clifford Eugene Manuel, P.E. and dated 4/27/04, subject to the following conditions and statements:

1. Construction plans will be reviewed to ensure that performance standards as outlined in the valid Development Agreement between the City and the property owner as well as applicable City code standards are being met; and
2. Supporting documents to the phase I preliminary plat include the preliminary construction drawings submitted by King Engineering Associates, Inc., Job Number 9632-002-001, dated April 1, 2004 and signed and sealed by John Powell, Florida P.E. on March 26, 2004; and Southern Hills Plantation Boulevard Roadway and Drainage plans prepared by Coastal Engineering Associates, Inc. (Signed and sealed by Joseph Payne, a Florida registered P.E., Sheets C1-C3, C12-C15 & C17-C34 sealed on 4/8/04, Sheets C4 & C35 sealed on 4/14/04 and Sheets C5-C11 sealed on 4/9/04); and
3. Streets within the project area of the subdivision (behind the gates) will be privately owned and maintained. Said streets must be built consistent with the provisions of the valid development agreement and meet City construction standards. Provisions must be made as part of the platting process to provide for easements to allow ingress and egress for emergency services access and maintenance of the water and sewer facilities that the City will own and operate. For water and sewer easements that are outside of road rights-of-ways, a minimum 15' wide easement must be provided for all single lines and 30' for parallel pipe runs along with the right of ingress and egress across the properties the easements are located within; and
4. In areas where side lot setbacks are a minimum of 5', the developer will be required to design the potable water system to support 1,500 gpm; and
5. The developer is required to provide the City with three original copies of the approved Southern Hills Plantation Phase I Preliminary Plat that is signed, dated and sealed by a Florida registered Land Surveyor, along with a legal description and survey sketch for the 246.9 acre \pm preliminary plat area.

Comparable conditions/statements were attached to the phase 2/2A and phase 3 conditional plat.

Street names for the subdivision have been coordinated with the City and Property Appraiser offices and are noted on the preliminary plat.

FINDINGS OF FACT

The parent parcel to this phase 3-A-1 tract is accessible to the US 41 emerging growth corridor. Hernando Oaks, a developing mixed use subdivision (predominantly a single-family residential golf course community similar in size to the Southern Hills Plantation project) is located on the west side of US 41. A mix of commercial, public (Hernando County Fairgrounds, Cooperative Extension & Animal Control Services) and single family residential (standard house and mobile home construction) uses are located to the north and west of the subject site. The parent property is bordered on the east by a mixture of single family home types that access the local highway system via Hope Hill Road. The CSX rail line borders the parent tract property along its southeastern section. A single family residential retirement community is being constructed south/southwest of the subject property's parent tract. The phase 3-A-1 subject site is bordered on its west and southwest side by its sister phase 3 of the Southern Hills Plantation development.

In the City's adopted Comprehensive Plan, the subject property is designated with a land use classification identified as the Southern Hills Plantation Mixed-Use District. As per Policy 1-5 of the City's Plan, the Southern Hills Plantation Mixed-Use District provides for permissible densities/intensities to be limited to a maximum of 999 residential units (1.2 dwelling units per gross acre), 160,000 square feet of retail, 45,000 square feet of office and a minimum of 350 acres of open space/recreational uses within the project boundary. A 10-acre \pm parcel that is part of the 1,600 acre parent tract providing the property's northern most frontage along US 41 was provided with a commercial designation within the City's adopted comprehensive plan. The balance of the 1,600 acre parent tract of land that was annexed into the City was ascribed with a land use designation of suburban residential (gross density not to exceed 2.5 units per acre but allows for residential clustering). On 06/07/04 the subject property was rezoned from the County's Agriculture/Residential zoning classification to the City's zoning classification of Planned Development Project (PDP) with a special exception use for a Combined Planned Development Project (CPDP).

To address subsurface conditions in areas where ponds or drainage retention areas are located or being proposed, the developer is required to have geophysical/geotechnical investigations conducted and the findings of such incorporated into the final design so as to minimize stormwater discharge to the aquifer.

Streets within the project area of the subdivision (behind the gates) will be privately owned and maintained. Said streets must be built consistent with the provisions of the valid development agreement and meet City construction standards. Provisions must be made as part of the platting process to provide for easements for ingress and egress to allow for emergency services access and maintenance of the water and sewer facilities that the City will own and operate. For water and sewer easements that are outside of road rights-of-ways, a minimum 15' wide easement must be provided for all single lines and 30' for parallel pipe runs along with the right of ingress and egress across the properties the easements are located within.

In areas where side lot setbacks are a minimum of 5', the developer will be required to provide a potable water design to support 1,500 gpm.

Phased development and construction plans for this property will be analyzed for impact to roads, utilities, drainage, public services, the environment and all other applicable land use criteria, and will be subject to meeting all federal, state and local agency permitting requirements. The City and Developer have addressed utility (water & sewer) services via a development agreement. Police, Fire and Sanitation services will be provided by the City of Brooksville.

The Performance Bond Cost Estimate for Phase 3-A-1 has been submitted and approved by the Director of Public Works in the amount of \$996,192.13.

The developer is currently in negotiations with the School District to transfer property to the District that is planned to be used for the collocation and construction of an elementary school and YMCA facility.

Budget Statement: Direct costs incurred by the City in processing this petition are absorbed in the petition fee structure.

Legal Note: The processing of this amendment is subject to the review and approval by the City's legal counsel.

Public Input: This report does not include the perspective of adjacent landowners, who may be present at the public meeting to address and present questions and comment. At the November 14, 2007, Planning & Zoning Commission meeting, no one from the general public spoke for or against this petition. No general correspondence has been received concerning this petition.

NOTE: The preliminary plat review/approval process is a land use determination which does not constitute a permit for either construction on or use of the property. Nor are these actions considered a Certificate of Concurrency. Prior to use of or construction on the property, the petitioner must receive approval from the appropriate City and/or other governmental agencies that have regulatory authority over the proposed development.

The granting of this land use determination does not protect the owner from civil liability for recorded deed restrictions which may exceed City land use ordinances. Homeowners' associations or architectural review committees may require submission of plans for their review and approval. The applicant for this petition request should contact the local association (if there is one) and review the Public Records for all restrictions that may be applicable to this property.

PLANNING & ZONING COMMISSION ACTION:

PHASE 3-A-1 PRELIMINARY PLAT

At their meeting on November 14, 2007, the Planning & Zoning Commission concurred with the staff recommendation to approve the Phase 3-A-1 preliminary plat plan for Southern Hills Plantation, as submitted by Coastal Engineering Associates, Inc., dated September 18, 2007, subject to the following conditions and statements:

- A. Construction plans are required to meet applicable City code standards, including performance standards outlined in the valid Development Agreement between the City and the property owner; and
- B. Streets within the project area of the subdivision (behind the gates) will be privately owned and maintained. Said streets must be built consistent with the provisions of the valid development agreement and meet City construction standards. Provisions must be made as part of the platting process to provide for easements to allow ingress and egress for emergency services access and maintenance of the water and sewer facilities that the City will own and operate. For water and sewer easements that are outside of road rights-of-ways, a minimum 15' wide easement must be provided for all single lines and 30' for parallel pipe runs along with the right of ingress and egress across the properties the easements are located within; and
- C. The subdivider is required to bond and eventually construct the road to be located north of Phase 3-A-1 that will connect this subdivision with the future Governor Boulevard.
- D. In areas where side lot setbacks are a minimum of 5', the developer will be required to provide a potable water design that supports 1,500 gpm; and
- E. Pursuant to an interlocal agreement between the City, County and the Hernando County School Board, the developer is required to coordinate with the Hernando County School District to determine if adequate school capacity exists for each school level based on the number of residential units to be constructed by the development. The School District has acknowledged the impact to the District with regard to this Planned Development Project, but has further noted that the developer is coordinating with the District to provide the District with a parcel of land to construct a collocated elementary school/YMCA facility; and
- F. The developer is required to provide the City with three original copies of the approved Southern Hills Plantation Phase 3-A-1 Preliminary Plat that are signed, dated and sealed by a Florida registered Land Surveyor.

CITY COUNCIL REVIEW:

At the August 20, 2007 meeting, City Council indicated a desire to have all Planned Development Projects (PDP's) come before the City Council for a final action on the petition. Currently, the Planning and Zoning Commission is authorized to take final action on Preliminary Plats. Since this petition is directly related to the Southern Hills Planned Development Project, the Preliminary Plat is being presented to the City Council to either affirm, modify or overrule the decision made by the Planning & Zoning Commission on this Preliminary Plat.

RECOMMENDATION:

Staff recommends that the City Council affirm the action taken by the Planning & Zoning Commission on November 14, 2007, concerning the Phase 3-A-1 preliminary plat plan for Southern Hills Plantation.

- Enclosures:**
- 1) Southern Hills Plantation Phase 3-A-1 Preliminary Plat Narrative
 - 2) Performance Bond Certificate of Cost Estimate (\$ 996,192.13)
 - 3) Southern Hills Plantation Phase 3-A-1 Preliminary Plat

**SOUTHERN HILLS PLANTATION
PHASE 3A PRELIMINARY AND FINAL PLAT
NARRATIVE**

GENERAL DESCRIPTION

Hampton Ridge Developers, LLC, is seeking Preliminary and Final Plat approval for approximately 33.5 acres of property located in Section 3, Township 23 South, Range 19 East, Hernando County, Florida. This proposed plat represents the second stage of development for Phase 3 of the Southern Hills Plantation project.

Phase 3A of the Southern Hills Plantation development will include 13 single-family lots (one-plus acre in size) located in one residential pod. The proposed development is to be served by the City of Brooksville's water and sewer utilities and local private roads. Following are the minimum setbacks for single-family detached, as established in the project's zoning and master plan approval:

Front = 20'
Side = 5'
Rear = 10'

I. PRELIMINARY LAYOUT

Enclosed are three (3) large-scale copies and one (1) small-scale (11" x 17") copy each of both the preliminary and final plat layouts.

II. DRAFT OF PROTECTIVE COVENANTS

Protective covenants and restrictions for Phase 3A are similar to those of previous phases of Southern Hills Plantation and are being incorporated within the overall homeowners association documents for project.

III. PRELIMINARY ENGINEERING REPORT

A. Topography. Elevations on the subject site range from approximately 150 feet to over 240 feet above sea level. Topographic information is included on the preliminary plat.

B. Flood Plain. The entire property falls in Zone C as indicated on Flood Insurance Rate Maps, Community Panel Number 120110 0175 B of the Federal Emergency Management Agency. Zone C denotes areas where no flooding would be expected during a 100-year storm event.

V. DEVELOPMENT SCHEDULE

Infrastructure development in Southern Hills Plantation Phase 3A will take place in early 2008, with home construction to occur over the next few years.

VI. ADEQUATE ACCESS ANALYSIS

The primary access to the subject property will be internal from within the Southern Hills Plantation project.

VII. DEVELOPMENT OF REGIONAL IMPACT STATEMENT IF REQUIRED

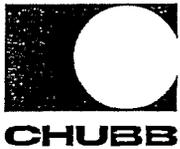
Southern Hills Plantation is below applicable thresholds established for Developments of Regional Impact.

VIII. WATER AND SEWER

Major improvements are being made to the City's wastewater treatment system, which include expansion of the current Cobb Road treatment plant to a 3.0 MGD facility. With this expansion, there is significant capacity available for this portion of the Southern Hills Plantation project, as well as other growth in the area.

Scheduled improvements to the City's potable water treatment system include the addition of two 12" wells and a 0.25 MGD storage tank at the Hope Hill wellfield and expansion of the regional distribution system. These improvements are designed to provide capacity that is 50% over the projected average daily demand for the City in the year 2015.

Report prepared by:
COASTAL ENGINEERING ASSOCIATES, INC.



CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615
Phone: 908-903-3497 Facsimile: 908-903-3656

Bond No. 82133490

FEDERAL INSURANCE COMPANY

SUBDIVISION IMPROVEMENT BOND

Know All Men By These Presents,

That we, HAMPTON RIDGE DEVELOPERS, LLC

as Principal, and FEDERAL INSURANCE COMPANY, a(n) Indiana corporation, as Surety,
are held and firmly bound unto CITY OF BROOKSVILLE, FLORIDA

Obligee, in the amount of Nine Hundred Ninety Six Thousand One Hundred Ninety Two and 13/100
(\$ 996,192.13), for the payment of which sum, well and
truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS the Principal and Obligee have entered into a written agreement dated
relative to installation of
improvements and other conditions as indicated on map entitled
Southern Hills Plantation - Phase 3A - CEA Job No 05416

and which agreement is hereby made a part hereof.

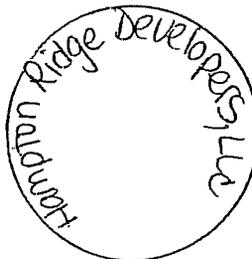
NOW, THEREFORE, if the Principal shall well and truly perform all of the terms, covenants and conditions of said agreement
on its part to be performed, then this obligation shall be null and void; otherwise to remain in full force and effect.

No right of action or benefit under the Bond shall accrue to anyone other than the named Obligee. The aggregate liability of the
Surety shall not exceed the amount of the Bond for any cause or reason whatsoever.

Signed, sealed and dated November 5, 2007

HAMPTON RIDGE DEVELOPERS, LLC

By: [Signature]



FEDERAL INSURANCE COMPANY

By: [Signature]
Attorney In Fact Maureen McNeill

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2006

(in thousands of dollars)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments	\$ 580,553	Outstanding Losses and Loss Expenses... \$ 11,595,150	
United States Government, State and Municipal Bonds	12,508,719	Unearned Premiums	3,616,396
Other Bonds	2,569,870	Reinsurance Premiums Payable	449,499
Stocks	1,067,735	Provision for Reinsurance	201,207
Other Invested Assets	1,358,500	Other Liabilities	1,224,072
TOTAL INVESTMENTS	19,325,377	TOTAL LIABILITIES	17,096,324
Investments in Affiliates:			
Chubb Investment Holdings, Inc.	2,235,659	Capital Stock	20,980
Pacific Indemnity Company	1,508,052	Paid - In Surplus	3,108,790
Chubb Insurance Company of Europe ..	573,058	Unassigned Funds	8,148,977
Executive Risk Indemnity Inc.	310,145		
OC Canasa Holdings Ltd.	401,799	SURPLUS TO POLICYHOLDERS	11,278,147
Great Northern Insurance Company ..	351,273		
Chubb Insurance Company of Australia ..	159,837		
Vigilant Insurance Company	135,358		
Other Affiliates	220,451		
Premiums Receivable	1,636,183		
Other Assets	1,493,029		
TOTAL ADMITTED ASSETS	\$ 28,363,071	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS	\$ 28,363,071

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
Investments valued at \$454,144,605 are deposited with government authorities as required by law.

A CORRECT STATEMENT:

Maureen McNeill
Assistant Secretary of Attorney - in - Fact

MEMORANDUM

To: Honorable Mayor & City Council Members
Via: T. Jennene Norman-Vacha, City Manager
From: Bill Geiger, Community Development Director
Subject: FP2007-01: Southern Hills Plantation Phase 3-A-1 Final Plat
Petitioner: Hampton Ridge Developers, LLC (Presented by Coastal Engineering Associates)
Location: The property is located South of SR 50, East of US 41, West of Hope Hill Road and North of Powell Road
Date: November 15, 2007

SUMMARY OF REQUEST - BACKGROUND INFORMATION:

The subject property is part of the Southern Hills Plantation Planned Development Project, and is located south of SR 50, east of US 41, west of Hope Hill Road and north of Powell Road. The petitioner is requesting City approval of the Southern Hills Plantation, Phase 3-A-1 final plat for 13 single family residential lots on approximately 33.5 acres. The zoning designation granted by City Council for this property is Planned Development Project (PDP), with a special exception use for a Combined PDP, specifically providing for the mixture of uses found in residential, neighborhood commercial and general highway commercial PDP's.

The final plat for Southern Hills Plantation, Phase 1, consisting of 287 lots on approximately 224.011 acres, was approved by City Council on November 15, 2004. The final plat for Southern Hills Plantation, Phase 2/2A, consisting of 398 lots on approximately 354.66 acres, was approved by City Council on September 12, 2005. The final plat for Southern Hills Plantation, Phase 3, consisting of 115 lots on approximately 86 acres was approved by City Council on April 3, 2006. The total area for the Southern Hills Plantation project is 970 acres ±.

The City's Planning & Zoning Commission initially reviewed the subject property owner's petitions for annexation and zoning (Combined PDP/Mixed Use) on January 16, 2002. At that time the Commission recommended that the City Council approve the annexation of the property, adopt a comprehensive plan amendment with appropriate mixed land use policies and designations and approve a Combined Planned Development Project zoning category for the subject property giving consideration to various land use and design specifications.

The City Council approved the 1st reading of the annexation ordinance on January 28, 2002, and provided for the consideration of the final adoption of the annexation ordinance to occur at the same time as when a development agreement (being negotiated between the developer and the City at that time) for this property was ready for public hearing consideration. Additionally, the City Council determined to hold the zoning determination in abeyance until after a comprehensive plan amendment was officially adopted for the property. On May 28, 2003 the City Council approved the annexation of the property, the development agreement providing for specific considerations related to the property and the Evaluation & Appraisal Report (EAR)-based Comprehensive Plan Amendment that included the incorporation and land use policies and designations for the Hampton Ridge Developers LLC property. In June 2003, Hernando County filed a lawsuit against the City regarding the annexation, development agreement and comprehensive plan amendment. On July 23, 2003 the State Department of Community Affairs (DCA) found the City's EAR-based Comprehensive Plan Amendment in compliance, except for four large scale amendments and the text amendments (as it related to issues concerning the large scale amendments). The DCA cited concerns on items that included transportation, capital improvements, the environment and population projections. The City opted to negotiate a compliance agreement with the DCA to address their issues. Hernando County intervened as a party in this process (filed August 8, 2003). On November 12, 2003, the City and County entered into a Joint Planning Interlocal Agreement and a Supplemental Interlocal Agreement that specifically

[REDACTED]

[REDACTED]

addressed the Hampton Ridge Property. The County subsequently dropped its lawsuit against the City.

On February 24, 2004, the DCA, the City and the County (as an intervening party) entered into a Stipulated Settlement Agreement concerning the City's EAR-based Comprehensive Plan Amendment. On March 15, 2004, the City adopted a remedial Comprehensive Plan Amendment to implement the Stipulated Settlement Agreement. The DCA found the City's EAR-based Comprehensive Plan Amendment in compliance on April 22, 2004.

On June 7, 2004, City Council approved Ordinance No. 672 to provide the zoning classification of Planned Development Project (PDP) with a Special Exception Use for a Combined Planned Development Project (CPDP). Additionally on this date the City Council approved the master plan for the Southern Hills Plantation project and conditionally approved the phase one preliminary plat for this project. The total number of single family residential lots for Phases 1, 2/2A, 3 and 3-A-1, as configured and proposed, would be 813 single family lots on approximately 698.17 acres.

STAFF FINDINGS:

CURRENT LAND USE/ZONING

In the City's adopted Comprehensive Plan, the subject property is designated with a land use classification identified as the Southern Hills Plantation Mixed-Use District. As per Policy 1-5 of the City's Plan, the Southern Hills Plantation Mixed-Use District provides for permissible densities/intensities to be limited to a maximum of 999 residential units (1.2 dwelling units per gross acre), 160,000 square feet of retail, 45,000 square feet of office and a minimum of 350 acres of open space/recreational uses within the project boundary. The subject property is zoned as a Combined Planned Development Project (CPDP).

FACTUAL INFORMATION

1. The subject property is currently zoned Planned Development Project (PDP) with a special exception use for a Combined Planned Development Project (CPDP).
2. The subject property for the Phase 3-A-1 final plat is approximately 33.5 acres.
3. The subject site for phase 3-A-1 is undeveloped.
4. The subject property is owned by Hampton Ridge Developers, LLC.
5. The subject property has a Comprehensive Plan Future Land Use map designation of Southern Hills Plantation Mixed-Use District.
6. As per Policy 1-5 of the Future Land Use Element of the City's Comprehensive Plan, the Southern Hills Plantation Mixed Use District provides for permissible densities/intensities to be limited to a maximum of 999 residential units (1.2 dwelling units per gross acre), 160,000 square feet of retail, 45,000 square feet of office and a minimum of 350 acres of open space/recreational uses within the project boundary.
7. The subject property will have internal access from previously developed phases of the SHP project, which is connected to US 41 by Southern Hills Boulevard. Additional access will be provided to SR50 via Governor Boulevard, a road designed for four lanes with the first two lanes to be built by the developer by May 30, 2009, or prior to the issuance of a Certificate of Occupancy for the 400th dwelling unit for the project, whichever occurs first.
8. The requested phase 3-A-1 final plat proposal is consistent with the City of Brooksville's Comprehensive Plan as adopted on March 15, 2004.
9. The subject property is subject to terms and conditions of a Development Agreement entered into between the City and the property owner on May 28, 2003, with subsequent amendments. This Agreement was entered into pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243, Florida Statutes. Among other items, the

Agreement establishes the availability and means for public utilities to serve the project, provides for the construction of transportation improvements, provides for the reservation of sites for future potential public facilities and purposes, and provides for development uses that may be permitted within the project. Exhibit "D" of the Agreement provides for terms and conditions to be considered as part of the zoning approval of the property (The Development Agreement has previously been distributed and a copy is on file in the City Clerk's office and the Community Development Department).

10. In conjunction with this development, the developer is required to construct a 1.5 mgd upgrade to the City's existing 1.5 mgd Cobb Road wastewater reclamation facility. The resulting 3.0 mgd tertiary waste water treatment facility will provide reclaimed water to be used for irrigation purposes by residential/commercial properties and the planned Southern Hills Plantation golf course facility.
11. Section III of the Phase 3-A-1 Preliminary and Final Plat Narrative provides a Preliminary Engineering Report that addresses topography, flood plain, soils, drainage, vegetation, wetlands, wildlife and historical/archaeological summary information pertaining to the property. Based on site visits and review of supporting documentation, the summary documentation appears to accurately portray existing conditions.
12. To date, the Developer has completed (consistent with the Development Agreement and applicable land use and zoning regulations) the construction of the golf course, Southern Hills Boulevard, internal street networks within the subdivision, the amenity center, maintenance facilities and the clubhouse, which are serving multiple single-family residential dwellings that have been constructed within the community.
13. Existing and planned public facilities will adequately serve the development consistent with adopted City level-of-service standards.
14. The Phase 3-A-1 final plat includes 13 single-family residential lots.
15. The subject property is not located within any well head protection area.

STAFF DISCUSSION:

The property owner is developing a mixed use development that includes a private residential community featuring a golf course, rental villas, a recreation center and commercial (retail & office) area near the US 41 property frontage. The master plan for the site provides an overview of the area including the distribution of planned uses.

As previously noted, the approved Development Agreement (recorded in OR Book 1673, Pages 803-850, Hernando County Records), as amended, addresses many aspects of this project as it relates to infrastructure exactions (to address concurrency requirements in serving the development) and other developmental criteria. Exhibit "D" of the Agreement specifies CPDP Zoning Conditions as follows:

1. The following list of land uses will be allowable within the CPDP zoning approval for this Project: multifamily housing up to 16 units per acre (condominiums, apartments, etc.); single family attached housing (townhomes, duplex, quadplex, etc.) up to 12 units per acre, single family detached housing up to 7 units per acre (standard lot, Z-lot, zero-lot line, cluster homes, patio homes, etc.); resort residential housing up to 16 units per acre; general highway commercial (including C2 uses); neighborhood commercial; outside storage, recreational vehicle and boat storage, golf course (including associated facilities such as maintenance facilities, comfort stations, alcohol consumption and sales, food consumption, and rain shelters), golf clubhouse complex (including dining, alcohol consumption and sales, retail, etc.); office, schools, churches, community centers; recreation; and uses of similar nature to the above.
2. Up to 999 dwelling units, 160,000 square feet of retail, and 45,000 square feet of office space may be constructed.

3. The project will require an approved master plan layout addressing proposed land uses, densities, access and roadway infrastructure prior to development.
4. Deviations or variances from adopted setbacks, parking standards, right-of-way widths, signage, and other standards will be reasonably considered where innovative planning and architectural concepts are provided by the Developer.
5. Individual gated communities may be developed within the Project with appropriate signage and gating provided by the Developer. Community roadways that provide for adequate access and traffic circulation for both emergency vehicles as well as traffic volumes generated by the development may be private, at the discretion of the Developer and with the approval of the City. Roadways proposed for dedication to the public must be built to meet public standards and acceptance is at the discretion of the City. Roads located within a gated community would remain privately owned and maintained.
6. Points of access may be gated provided that the design of the project ensures access for maintenance and emergency services and appropriately accommodates for anticipated project traffic impacts.
7. If green space/pedestrian corridors have been established on an adjacent parcel, the master plan shall consider the extension of such corridors.
8. If a City corridor roadway has been established on an adjacent parcel, the master plan shall facilitate the extension of such roadway.
9. Perimeter buffers around the property will consist of a 25-foot building setback, including a 15-foot vegetated (natural or planted) buffer (no specific opacity required).
10. In areas where green space corridors or golf course fairways are factors in design criteria, street lengths ending in a cul-de-sac may exceed 600 feet in length provided that the cul-de-sac has a right-of-way diameter of 110 feet and a paved area of 80 feet.
11. The City and the Developer agree that the following standards may be utilized within the Project, however, the application of these standards must be reviewed and approved by the City for location and applicability during the conditional platting process: Single family detached lot widths shall be a minimum of 35 feet in width at front building setback line, with side lot building setbacks being 5 feet, front yard setbacks being 20 feet, rear yard setbacks being 10 feet, and a maximum lot coverage of 40 percent. Single family attached and townhouse lots shall be a minimum of 16 feet in width at front building setback line, with side lot building setbacks being 10 feet, front yard setbacks being 20 feet, rear yard setbacks being 10 feet, a minimum lot size of 1,800 square feet, and a maximum lot coverage of 50 percent. Multi-family lots may have a front yard setback of 25 feet, side yard setback of 10 feet, rear yard setback of 20 feet, and a maximum lot coverage of 50 percent. Commercial lots may have no minimum setbacks with a 70 percent maximum lot coverage. The Project drainage systems shall be designed in accordance with federal, state and local requirements in conjunction with the lot coverage ratios for impervious surfaces.
12. All roads within the Project shall be considered residential roadways and may be fronted by residential lots. Fifty foot wide right-of-way with two 10 foot lanes will be provided on all residential roadways.
13. The maximum height for residential buildings shall be 45 feet, measured from the highest point on the property at which the building meets the ground. The maximum height for commercial buildings shall be 70 feet, measured from the highest point on the property at which the building meets the ground.
14. Where golf courses or common irrigation are proposed, private irrigation wells will be allowed, subject to permitting through the Southwest Florida Water Management District, however, reuse water should be utilized to the extent it is available.
15. Ancillary uses which at the time of construction are not adjacent to public utilities may be served by private wells, septic tanks and other temporary utilities, subject to the approval of the

Hernando County Health Department, where applicable. These temporary utilities will be discontinued when centralized services are available.

The following conditions/statements were attached to the zoning approval of this property:

1. Development of the described property will be subject to all applicable terms and conditions as outlined in the Development Agreement between the City of Brooksville and Hampton Ridge Developers LLC, as executed May 28, 2003 and recorded in OR Book 1673, Pages 803 to 850.
2. Unless specifically addressed to the contrary within the executed Development Agreement or within conditions referenced herein, City ordinance regulations which apply with regard to zoning district classification will apply to residential areas within this P.P. as if they are zoned R3 and commercial areas as if they are zoned C2.
3. Uses or infrastructure for this project that may not be specifically addressed within the Development Agreement or by existing code standards will be brought to the City Council for consideration. Council action on such items may be considered either independently or as a part of the final plat approval process for each phase of this development.
4. A frontage or reverse frontage road will be required in conjunction with the development of the commercial frontage of this PDP along US 41, consistent with the requirements of City Ordinance Number 619.
5. The property owner is required to continue working with the school district to establish a school site somewhere within the vicinity of the subject property until such time as said site is established and approved, unless the school district determines not to locate a school in this area.
6. To ensure the maintenance of stable subsurface conditions in areas where ponds or drainage retention areas are located or being proposed, the developer is required to have geophysical/geotechnical investigations conducted and the findings of such shall be incorporated into the final design.
7. Development of this property will be subject to meeting all applicable federal, state and local agency permitting requirements.
8. The developer is required to provide the City with three original copies of the approved master plan signed, dated and sealed by a Florida registered professional engineer.

Additionally, the City Council approved the preliminary plat plan labeled Phase I Preliminary Plat/Southern Hills Plantation, as submitted by Coastal Engineering Associates, Inc. and King Engineering Associates, Inc., signed and sealed by Clifford Eugene Manuel, P.E. and dated 4/27/04, subject to the following conditions and statements:

1. Construction plans will be reviewed to ensure that performance standards as outlined in the valid Development Agreement between the City and the property owner as well as applicable City code standards are being met; and
2. Supporting documents to the phase I preliminary plat include the preliminary construction drawings submitted by King Engineering Associates, Inc., Job Number 9632-002-001, dated April 1, 2004 and signed and sealed by John Powell, Florida P.E. on March 26, 2004; and Southern Hills Plantation Boulevard Roadway and Drainage plans prepared by Coastal Engineering Associates, Inc. (Signed and sealed by Joseph Payne, a Florida registered P.E., Sheets C1-C3, C12-C15 & C17-C34 sealed on 4/8/04, Sheets C4 & C35 sealed on 4/14/04 and Sheets C5-C11 sealed on 4/9/04); and
3. Streets within the project area of the subdivision (behind the gates) will be privately owned and maintained. Said streets must be built consistent with the provisions of the valid development agreement and meet City construction standards. Provisions must be

made as part of the platting process to provide for easements to allow ingress and egress for emergency services access and maintenance of the water and sewer facilities that the City will own and operate. For water and sewer easements that are outside of road rights-of-ways, a minimum 15' wide easement must be provided for all single lines and 30' for parallel pipe runs along with the right of ingress and egress across the properties the easements are located within; and

4. In areas where side lot setbacks are a minimum of 5', the developer will be required to design the potable water system to support 1,500 gpm; and
5. The developer is required to provide the City with three original copies of the approved Southern Hills Plantation Phase I Preliminary Plat that is signed, dated and sealed by a Florida registered Land Surveyor, along with a legal description and survey sketch for the 246.9 acre \pm preliminary plat area.

Comparable conditions/statements were attached to the phase 2/2A and phase 3 conditional plat.

Street names for the subdivision have been coordinated with the City and Property Appraiser offices and are ascribed on the final plat.

FINDINGS OF FACT:

The parent parcel to this phase 3-A-1 tract is accessible to the US 41 emerging growth corridor. Hernando Oaks, a developing mixed use subdivision (predominantly a single-family residential golf course community similar in size to the Southern Hills Plantation project) is located on the west side of US 41. A mix of commercial, public (Hernando County Fairgrounds, Cooperative Extension & Animal Control Services) and single family residential (standard house and mobile home construction) uses are located to the north and west of the subject site. The parent property is bordered on the east by a mixture of single family home types that access the local highway system via Hope Hill Road. The CSX rail line borders the parent tract property along its southeastern section. A single family residential retirement community is being constructed south/southwest of the subject property's parent tract. The phase 3-A-1 subject site is bordered on its west and southwest side by its sister phase 3 of the Southern Hills Plantation development.

In the City's adopted Comprehensive Plan, the subject property is designated with a land use classification identified as the Southern Hills Plantation Mixed-Use District. As per Policy 1-5 of the City's Plan, the Southern Hills Plantation Mixed-Use District provides for permissible densities/intensities to be limited to a maximum of 999 residential units (1.2 dwelling units per gross acre), 160,000 square feet of retail, 45,000 square feet of office and a minimum of 350 acres of open space/recreational uses within the project boundary. A 10-acre \pm parcel that is part of the 1,600 acre parent tract providing the property's northern most frontage along US 41 was provided with a commercial designation within the City's adopted comprehensive plan. The balance of the 1,600 acre parent tract of land that was annexed into the City was ascribed with a land use designation of suburban residential (gross density not to exceed 2.5 units per acre, but allows for residential clustering). On 06/07/04 the subject property was rezoned from the County's Agriculture/Residential zoning classification to the City's zoning classification of Planned Development Project (PDP) with a special exception use for a Combined Planned Development Project (CPDP).

To address subsurface conditions in areas where ponds or drainage retention areas are located or being proposed, the developer is required to have geophysical/geotechnical investigations conducted and the findings of such incorporated into the final design so as to minimize stormwater discharge to the aquifer.

Streets within the project area of the subdivision (behind the gates) will be privately owned and maintained. Said streets must be built consistent with the provisions of the valid development agreement and meet City construction standards. Provisions must be made as part of the platting process to provide for easements for ingress and egress to allow for emergency services access and maintenance of the water and sewer facilities that the City will own and operate. For water and sewer easements that are outside of road rights-of-ways, a minimum 15' wide easement must be provided for all single lines and 30' for parallel pipe runs along with the right of ingress and egress across the properties the easements are located within.

In areas where side lot setbacks are a minimum of 5', the developer will be required to provide a potable water design to support 1,500 gpm.

Phased development and construction plans for this property will be analyzed for impact to roads, utilities, drainage, public services, the environment and all other applicable land use criteria, and will be subject to meeting all federal, state and local agency permitting requirements. The City and Developer have addressed utility (water & sewer) services via a development agreement. Police, Fire and Sanitation services will be provided by the City of Brooksville.

The Performance Bond Cost Estimate for Phase 3-A-1 has been submitted and approved by the Director of Public Works in the amount of \$996,192.13.

The developer is currently in negotiations with the School District to transfer property to the District that is planned to be used for the collocation and construction of an elementary school and YMCA facility.

Budget Statement: Direct costs incurred by the City in processing this petition are absorbed in the petition fee structure.

Legal Note: The processing of this amendment is subject to the review and approval by the City's legal counsel.

Public Input: This report does not include the perspective of adjacent landowners, who may be present at the public meeting to address and present questions and comment. At the November 14, 2007, Planning & Zoning Commission meeting, no one from the general public spoke for or against this petition. No general correspondence has been received concerning this petition.

NOTE: The Final plat review/approval process is a land use determination which does not constitute a permit for either construction on or use of the property. Nor are these actions considered a Certificate of Concurrency. Prior to use of or construction on the property, the petitioner must receive approval from the appropriate City, County and/or other governmental agencies that have regulatory authority over the proposed development.

The granting of this land use determination does not protect the owner from civil liability for recorded deed restrictions which may exceed City land use ordinances. Homeowner's associations or architectural review committees may require submission of plans for their review and approval. The applicant for this land use request should contact the local association (if there is one) and review the Public Records for all restrictions that may be applicable to this property.

PLANNING & ZONING COMMISSION ACTION:

PHASE 3-A-1 FINAL PLAT

At their meeting on November 14, 2007, the Planning and Zoning Commission concurred with the staff recommendation to approve the final plat labeled Southern Hills Plantation Phase 3-A-1, as submitted by Coastal Engineering Associates, Inc., date stamped November 14, 2007, authorized the Chairman to sign the plat documents, and recommend that the City Council approve the same.

RECOMMENDATION:

City Council approval of the final plat labeled Southern Hills Plantation Phase 3-A-1, as submitted by Coastal Engineering Associates, Inc., date stamped November 14, 2007, authorized the Mayor to sign the plat documents.

- Enclosures:**
- 1) Southern Hills Plantation Phase 3-A-1 Preliminary and Final Plat Narrative
 - 2) Performance Bond Certificate of Cost Estimate - \$996,192.13
 - 3) Southern Hills Plantation Phase 3-A-1 Final Plat

**SOUTHERN HILLS PLANTATION
PHASE 3A PRELIMINARY AND FINAL PLAT
NARRATIVE**

GENERAL DESCRIPTION

Hampton Ridge Developers, LLC, is seeking Preliminary and Final Plat approval for approximately 33.5 acres of property located in Section 3, Township 23 South, Range 19 East, Hernando County, Florida. This proposed plat represents the second stage of development for Phase 3 of the Southern Hills Plantation project.

Phase 3A of the Southern Hills Plantation development will include 13 single-family lots (one-plus acre in size) located in one residential pod. The proposed development is to be served by the City of Brooksville's water and sewer utilities and local private roads. Following are the minimum setbacks for single-family detached, as established in the project's zoning and master plan approval:

Front = 20'
Side = 5'
Rear = 10'

I. PRELIMINARY LAYOUT

Enclosed are three (3) large-scale copies and one (1) small-scale (11" x 17") copy each of both the preliminary and final plat layouts.

II. DRAFT OF PROTECTIVE COVENANTS

Protective covenants and restrictions for Phase 3A are similar to those of previous phases of Southern Hills Plantation and are being incorporated within the overall homeowners association documents for project.

III. PRELIMINARY ENGINEERING REPORT

A. Topography. Elevations on the subject site range from approximately 150 feet to over 240 feet above sea level. Topographic information is included on the preliminary plat.

B. Flood Plain. The entire property falls in Zone C as indicated on Flood Insurance Rate Maps, Community Panel Number 120110 0175 B of the Federal Emergency Management Agency. Zone C denotes areas where no flooding would be expected during a 100-year storm event.

- C. Soils.** Soils found on the property include a mix of Blichton, Flemington, Nobleton and Wauchula loamy fine sands, with a significant subsoil layer of clay and slopes in the 5 percent or greater range.
- D. Drainage.** All drainage improvements for the subject property will be completed in accordance with the Environmental Resources Permit (ERP) rules of the Southwest Florida Water Management District (SWFWMD). These rules require onsite retention in order to provide reasonable assurances that both volume and water quality standards are met. District ERP rules also address protection of wetlands and groundwater resources to ensure they are not negatively affected by proposed development.
- D. Vegetation.** The property is dominated by native forest that is comprised of slash and longleaf pine, hickory, sweetgum, southern magnolia, laurel oaks and water oaks. Shrub and groundcover is dominated by American hornbeam, American holly, American beautyberry, Huckleberry and Deertongue.
- E. Wetlands.** The subject property contains limited flat terrain for water to collect on and for wetland development. This lack of storage ability severely limits the staging of water in floodplain wetlands and causes normal runoff from rainfall events to discharge via gulleys. As a result, the subject property contains limited wetlands and these are generally within the gulleys. Wetlands are depicted on the preliminary plat.
- F. Wildlife.** Wildlife assessments for the proposed Phase 3A property were conducted as part of the overall preliminary Southern Hills Plantation project evaluation. Based on these assessments, the subject parcels did not hold any greater likelihood of listed species than other similar properties in the area and field observations did not yield any sitings of known listed species. Should listed species be discovered during development, proper mitigative measures would be required by FFWCC to insure their continued viability.
- G. Historical/Archaeological.** Review of available information did not indicate the potential presence of historical or archeological resources on the property.

IV. STATEMENT OF DEVELOPER'S INTENT WITH RESPECT TO CONSTRUCTION OF IMPROVEMENTS PRIOR TO RECORDING SUBDIVISION PLAT OR BONDING INSTRUMENTS.

Residential infrastructure improvements will be constructed or bonded prior to final platting. External infrastructure is being constructed consistent with an approved Development Agreement with the City of Brooksville. This external infrastructure is further described under items VI and VIII, below.

V. DEVELOPMENT SCHEDULE

Infrastructure development in Southern Hills Plantation Phase 3A will take place in early 2008, with home construction to occur over the next few years.

VI. ADEQUATE ACCESS ANALYSIS

The primary access to the subject property will be internal from within the Southern Hills Plantation project.

VII. DEVELOPMENT OF REGIONAL IMPACT STATEMENT IF REQUIRED

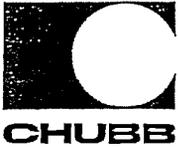
Southern Hills Plantation is below applicable thresholds established for Developments of Regional Impact.

VIII. WATER AND SEWER

Major improvements are being made to the City's wastewater treatment system, which include expansion of the current Cobb Road treatment plant to a 3.0 MGD facility. With this expansion, there is significant capacity available for this portion of the Southern Hills Plantation project, as well as other growth in the area.

Scheduled improvements to the City's potable water treatment system include the addition of two 12" wells and a 0.25 MGD storage tank at the Hope Hill wellfield and expansion of the regional distribution system. These improvements are designed to provide capacity that is 50% over the projected average daily demand for the City in the year 2015.

Report prepared by:
COASTAL ENGINEERING ASSOCIATES, INC.



CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615
Phone: 908-903-3497 Facsimile: 908-903-3656

Bond No. 82133490

FEDERAL INSURANCE COMPANY

SUBDIVISION IMPROVEMENT BOND

Know All Men By These Presents,

That we, HAMPTON RIDGE DEVELOPERS, LLC

as Principal, and FEDERAL INSURANCE COMPANY, a(n) Indiana corporation, as Surety,
are held and firmly bound unto CITY OF BROOKSVILLE, FLORIDA

Obligee, in the amount of Nine Hundred Ninety Six Thousand One Hundred Ninety Two and 13/100
(\$ 996,192.13), for the payment of which sum, well and
truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS the Principal and Obligee have entered into a written agreement dated relative to installation of
improvements and other conditions as indicated on map entitled
Southern Hills Plantation - Phase 3A - CEA Job No 05416

and which agreement is hereby made a part hereof.

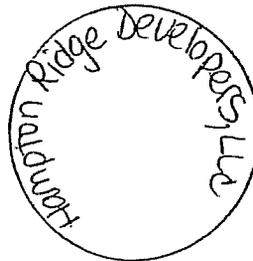
NOW, THEREFORE, if the Principal shall well and truly perform all of the terms, covenants and conditions of said agreement
on its part to be performed, then this obligation shall be null and void; otherwise to remain in full force and effect.

No right of action or benefit under the Bond shall accrue to anyone other than the named Obligee. The aggregate liability of the
Surety shall not exceed the amount of the Bond for any cause or reason whatsoever.

Signed, sealed and dated November 5, 2007

HAMPTON RIDGE DEVELOPERS, LLC

By: R. [Signature]



FEDERAL INSURANCE COMPANY

By: Maureen McNeill
Attorney In Fact Maureen McNeill



**Chubb
Surety**

**POWER
OF
ATTORNEY**

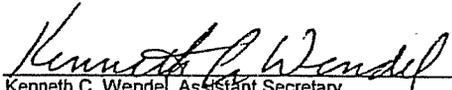
**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

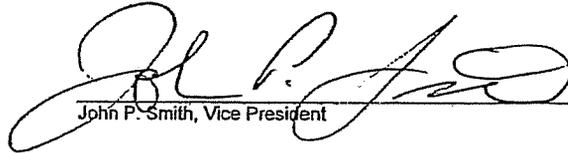
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Sandra E. Bronson, Richard A. Jacobus, Annette Leuschner, Maureen McNeill, Mary C. O'Leary and Darella White of Philadelphia, Pennsylvania

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 15th day of June, 2005


Kenneth C. Wendel, Assistant Secretary


John P. Smith, Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 15th day of June, 2005 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE KALBACHER
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 8, 2009**


Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

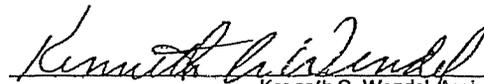
"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 5th day of November, 2007.




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

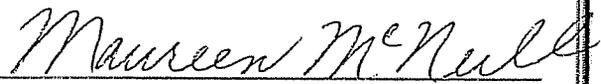
DECEMBER 31, 2006

(in thousands of dollars)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments	\$ 580,553	Outstanding Losses and Loss Expenses ...	\$ 11,065,150
United States Government, State and Municipal Bonds	12,508,719	Unearned Premiums	3,616,396
Other Bonds	2,869,870	Reinsurance Premiums Payable	449,490
Stocks	1,067,735	Provision for Reinsurance	201,207
Other Invested Assets	1,358,500	Other Liabilities	1,224,072
TOTAL INVESTMENTS	19,385,377	TOTAL LIABILITIES	17,056,324
Investments in Affiliates:			
Chubb Investment Holdings, Inc.	2,236,569	Capital Stock	20,980
Pacific Indemnity Company	1,506,052	Paid - In Surplus	3,106,790
Chubb Insurance Company of Europe ..	973,058	Unassigned Funds	6,148,977
Executive Risk Indemnity Inc.	910,145		
OC Canada Holdings Ltd.	461,799	SURPLUS TO POLICYHOLDERS	19,276,747
Great Northern Insurance Company ..	351,273		
Chubb Insurance Company of Australia ..	159,837		
Vigilant Insurance Company	136,358		
Other Affiliates	220,451		
Premiums Receivable	1,628,163		
Other Assets	1,493,029		
TOTAL ADMITTED ASSETS	\$ 28,363,071	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS	\$ 28,363,071

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
Investments valued at \$454,144,605 are deposited with government authorities as required by law.

A CORRECT STATEMENT:


 Assistant Secretary or Attorney - in - Fact

SOUTHERN HILLS PLANTATION PHASE 3-A-1

PLAT BOOK PAGE

A SUBDIVISION OF A PORTION OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 19 EAST AND ALSO A PORTION OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST CITY OF BROOKSVILLE, HERNANDO COUNTY, FLORIDA

LEGAL DESCRIPTION:

STATE OF FLORIDA
COUNTY OF HERNANDO

THE UNDERSIGNED OWNER OF THE LANDS SHOWN ON THIS PLAT TO BE KNOWN AS "SOUTHERN HILLS PLANTATION PHASE 3-A-1", A SUBDIVISION OF A PORTION OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 19 EAST AND ALSO A PORTION OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST, CITY OF BROOKSVILLE, HERNANDO COUNTY, FLORIDA, HAVE CAUSED SAID LANDS TO BE DIVIDED AND SUBDIVIDED AS SHOWN HEREON, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 19 EAST AND ALSO BEING A PART OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST, CITY OF BROOKSVILLE, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 33; THENCE ALONG THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 3 S 88°53'55" E A DISTANCE OF 854.68 FEET; THENCE S 00°00'51" W A DISTANCE OF 1687.07 FEET; THENCE S 77°36'11" W A DISTANCE OF 183.25 FEET; THENCE N 89°57'46" W A DISTANCE OF 148.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 527.08 FEET, A DELTA OF 27°26'46", A CHORD DISTANCE OF 250.09 FEET AND A CHORD BEARING OF N 76°14'23" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 252.49 FEET; THENCE N 44°51'57" W A DISTANCE OF 115.65 FEET; THENCE N 46°03'21" W A DISTANCE OF 86.03 FEET; THENCE N 42°25'50" W A DISTANCE OF 15.14 FEET; THENCE N 37°37'52" W A DISTANCE OF 188.32 FEET; THENCE N 30°06'32" W A DISTANCE OF 112.88 FEET; TO A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 525.00 FEET, A DELTA OF 74°33'02", A CHORD DISTANCE OF 635.93 FEET AND A CHORD BEARING OF N 22°36'57" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 683.10 FEET; THENCE S 86°17'54" W A DISTANCE OF 51.03 FEET TO A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 475.00 FEET, A DELTA OF 24°59'55", A CHORD DISTANCE OF 205.61 FEET AND A CHORD BEARING OF N 28°19'44" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 207.25 FEET TO A POINT OF TANGENCY; THENCE N 40°49'42" W A DISTANCE OF 337.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 325.00 FEET, A DELTA OF 28°02'34", A CHORD DISTANCE OF 157.49 FEET AND A CHORD BEARING OF N 26°48'24" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 159.07 FEET; THENCE N 77°12'53" E A DISTANCE OF 50.00 FEET; THENCE N 80°07'06" E A DISTANCE OF 267.04 FEET TO A POINT ON THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 33; THENCE ALONG SAID EAST BOUNDARY S 00°33'15" E A DISTANCE OF 29.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.22 ACRES, MORE OR LESS.

DEDICATION AND EASEMENT REFERENCE:

HAMPTON RIDGE DEVELOPERS, LLC ("DEVELOPER"), HEREBY STATES AND DECLARES THAT IT IS THE "OWNER" OF ALL THE LANDS REFERRED TO AS SOUTHERN HILLS PLANTATION PHASE 3-A-1, AS DESCRIBED IN THE LEGAL DESCRIPTION WHICH IS A PART OF THIS PLAT, AND FURTHER MAKES THE FOLLOWING DEDICATIONS FOR THE PURPOSES DESCRIBED BELOW:

THE OWNER WILL CONVEY BY SEPARATE INSTRUMENT TO THE SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC. ("ASSOCIATION"), ALL ROADS, STREETS AND RIGHTS-OF-WAY PROVIDING ACCESS. THE OWNER HEREBY DEDICATES TO THE CITY OF BROOKSVILLE, FLORIDA, AN INGRESS/EGRESS EASEMENT OVER ALL AREAS DESIGNATED ON THE PLAT AS ROADWAYS, STREETS, AND RIGHTS-OF-WAY PROVIDING ACCESS, FOR THE USE OF EMERGENCY, CITY OF BROOKSVILLE UTILITY PROVIDERS AND GOVERNMENTAL BUSINESS VEHICLES ONLY. IT IS EXPRESSLY NOT INTENDED THAT ANY RIGHT, TITLE OR INTEREST IN ANY TRACTS OR EASEMENTS WHICH ARE IDENTIFIED AS SUCH AND SHOWN HEREON BE DEDICATED, GRANTED, CONVEYED OR ASSIGNED, EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR IN ANY SUBSEQUENT INSTRUMENT THAT MIGHT BE PROPERLY EXECUTED, DELIVERED, AND RECORDED BY THE OWNER. FURTHER, THE OWNER DOES HEREBY RESERVE UNTO ITSELF, AND ITS HEIRS, SUCCESSORS, ASSIGNS OR LEGAL REPRESENTATIVES, THE TITLE TO ANY IMPROVEMENTS DEDICATED TO THE PUBLIC OR TO THE CITY OF BROOKSVILLE, IF FOR ANY REASON SUCH DEDICATION SHALL BE EITHER VOLUNTARILY OR INVOLUNTARILY VACATED, VOIDED OR INVALIDATED.

ALL AREAS SHOWN ON THE PLAT AS "DRAINAGE AND INGRESS/EGRESS EASEMENTS," TOGETHER WITH ANY AND ALL DRAINAGE FACILITIES LOCATED THEREON OR THEREUNDER, ARE HEREBY DEDICATED TO THE SOUTHERN HILLS PLANTATION PHASE 3 COMMUNITY DEVELOPMENT DISTRICT (CDD) NON-EXCLUSIVE EASEMENTS FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF DRAINAGE FACILITIES, TOGETHER WITH THE RIGHT OF PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS TO THE EXTENT REASONABLY NECESSARY TO EXERCISE THE INSTALLATION, MAINTENANCE AND REPAIR RIGHTS AND OBLIGATIONS. THE CDD SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL SUCH "DRAINAGE EASEMENT" AREAS AND ALL DRAINAGE FACILITIES LOCATED THEREON AND THEREUNDER.

ALL AREAS SHOWN ON THE PLAT AS SANITARY OR WATER OR UTILITY EASEMENTS, TOGETHER WITH ANY AND ALL FACILITIES LOCATED THEREON OR THEREUNDER ARE HEREBY DEDICATED TO THE CITY OF BROOKSVILLE FOR OPERATION AND MAINTENANCE OF SUCH FACILITIES. THE CITY IS ALSO GRANTED UNRESTRICTED RIGHT OF INGRESS AND EGRESS WITHIN THE PROJECT FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF ALL CITY UTILITIES. IN ADDITION THE CITY IS GRANTED AN EASEMENT, 20 FEET WIDE, LYING CENTERED AND PARALLEL ALONG THE ENTIRE LENGTH OF ALL CITY UTILITIES LINES THAT ARE NOT WITHIN OR ADJACENT TO PLATTED STREETS.

ALL AREAS SHOWN ON THE PLAT AS "12-FOOT UTILITY EASEMENTS," ARE HEREBY DEDICATED TO THE ASSOCIATION AS PRIVATE, PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE MUTUAL BENEFIT OF THE ASSOCIATION AND LOT OWNERS, TOGETHER WITH THE RIGHT OF THE ASSOCIATION TO PERMIT THE USE OF SUCH EASEMENTS BY SUCH STREET LIGHT, TELEPHONE, ELECTRIC, NATURAL GAS, CABLE TELEVISION, AND OTHER PUBLIC AND QUASI-PUBLIC UTILITIES, SERVICES AND PROVIDERS AS SELECTED AND APPROVED BY THE DEVELOPER OR THE ASSOCIATION, AND, UPON SUCH SELECTION AND APPROVAL, THE "12-FOOT UTILITY EASEMENTS" SHOWN HEREON SHALL EXTEND TO AND BE FOR THE USE AND BENEFIT OF SUCH PUBLIC AND QUASI-PUBLIC UTILITIES, SERVICES AND PROVIDERS FOR THEIR USE IN PERFORMING AND DISCHARGING THEIR DUTIES AND OBLIGATIONS TO PROVIDE SERVICES TO THE ASSOCIATION AND THE LOT OWNERS. THE FOREGOING DEDICATION SHALL NOT, IN AND OF ITSELF, CONSTITUTE PERMISSION FOR THE PROVIDING OF SERVICES BY ANY UTILITY PROVIDER TO THE LANDS DESCRIBED IN THIS PLAT, NOR CONSTITUTE A PUBLIC DEDICATION OF THE SAME. SUCH "12-FOOT UTILITY EASEMENT" AREAS SHALL BE MAINTAINED BY EACH LOT OWNER AS PART OF ITS LOT.

AS SHOWN ON THIS PLAT IS A PRESERVATION AREA IDENTIFIED AS TRACT "A" THAT IS HEREBY DEDICATED TO THE CDD, AND THE CDD SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SUCH AREAS. SUCH AREAS ARE SUBJECT TO RESTRICTIONS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR SOUTHERN HILLS PLANTATION RECORDED IN OFFICIAL RECORD BOOK 1885, PAGE 1886 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, AS MAY BE AMENDED AND SUPPLEMENTED, AND SHALL BE USED ONLY TO THE EXTENT PERMITTED THEREBY.

AS SHOWN ON THIS PLAT IS A DRAINAGE RETENTION AREA IDENTIFIED AS TRACT "D" THAT SHALL BE CONVEYED TO THE ASSOCIATION BY SEPARATE INSTRUMENT AND THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SUCH AREAS. SUCH AREAS ARE SUBJECT TO RESTRICTIONS SET FORTH IN THE DECLARATION AND SHALL BE USED ONLY TO THE EXTENT PERMITTED THEREBY.

HAMPTON RIDGE DEVELOPERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: LANDMAR GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SOLE MEMBER
BY: LANDMAR MANAGEMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: GRAYDON MIMS, WEST COAST REGIONAL MANAGER

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF

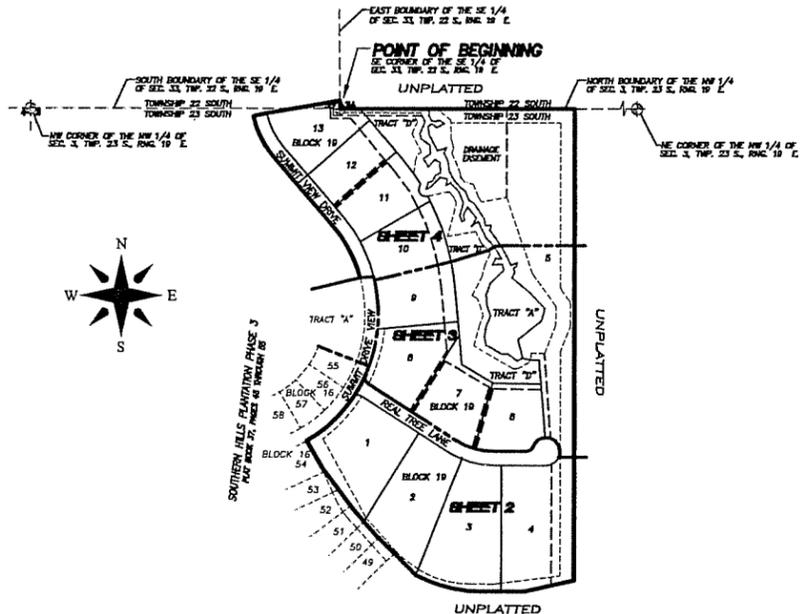
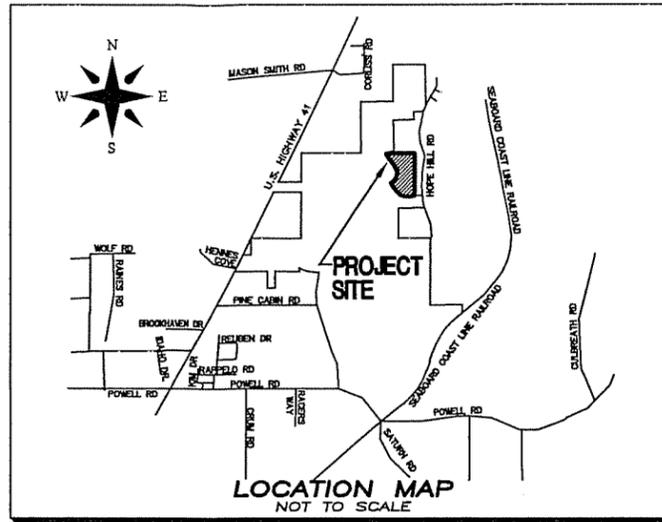
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2007, BY GRAYDON MIMS, WEST COAST REGIONAL MANAGER FOR LANDMAR MANAGEMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE MANAGER OF LANDMAR GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE SOLE MEMBER OF HAMPTON RIDGE DEVELOPERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANIES.

PRINT NAME: _____
NOTARY PUBLIC, STATE OF FLORIDA

COMMISSION # _____
COMMISSION EXPIRES: _____

PERSONALLY KNOWN
PRODUCED I.D.
TYPE OF IDENTIFICATION PRODUCED
[CHECK ONE OF THE ABOVE]

PREPARED BY :
COASTAL ENGINEERING ASSOCIATES, INC.
966 CANDLELIGHT BLVD.
BROOKSVILLE, FLORIDA 34601
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 7200



NOTICE
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

RESOLUTION:

WHEREAS, THIS PLAT WAS ON THE _____ DAY OF _____, 2007 SUBMITTED TO THE CITY COUNCIL, BROOKSVILLE, HERNANDO COUNTY, FLORIDA, FOR APPROVAL FOR RECORD AND HAS BEEN APPROVED BY SAID COUNCIL; NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, BROOKSVILLE, HERNANDO COUNTY, FLORIDA THAT SAID PLAT IS HEREBY APPROVED AND SAID PLAT SHALL BE RECORDED IN THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA AND THAT THE DEDICATION OF ALL PUBLIC PLACES AND EASEMENTS SHOWN THEREON AND REFERENCED IN THE "DEDICATION AND EASEMENT REFERENCE" SECTION OF THIS PLAT IS HEREBY ACCEPTED BY SAID COUNCIL FOR THE CITY OF BROOKSVILLE, AND THE PUBLIC GENERALLY, AND SHALL BE BINDING ON ALL PERSONS THEREAFTER.

ATTEST: CLERK _____ MAYOR _____

ABSTRACTORS CERTIFICATE:

I HEREBY CERTIFY THAT HAMPTON RIDGE DEVELOPERS, LLC ARE THE APPARENT RECORD OWNERS OF THE LANDS HEREBY PLATTED, THAT THERE ARE NO DELINQUENT TAXES ON SUCH LANDS AND THAT RECORD TITLE TO ALL PUBLIC ACCESS ROADS, OUTSIDE THE PLATTED LANDS, ARE HELD BY THE CITY OF BROOKSVILLE, HERNANDO COUNTY OR THE STATE OF FLORIDA.

PARAMOUNT TITLE CORPORATION _____ DATE
JAMES G. FARR, PRESIDENT

CERTIFICATE OF APPROVAL BY BROOKSVILLE PLANNING AND ZONING COMMISSION

THIS IS TO CERTIFY THAT ON _____, 2007, THE BROOKSVILLE PLANNING AND ZONING COMMISSION APPROVED THE ABOVE PLAT OR PLAN.

CHAIRMAN _____ DATE _____

CERTIFICATE OF APPROVAL BY CITY ATTORNEY:

THIS PLAT HAS BEEN REVIEWED AND APPROVED AS TO LEGAL FORM AND CONTENT.

CITY ATTORNEY _____ DATE _____

CERTIFICATE OF APPROVAL BY CITY ENGINEER:

THIS PLAT HAS BEEN REVIEWED AND APPROVED.

CITY ENGINEER _____ DATE _____

CLERK'S CERTIFICATE:

I, KAREN NICOLAI, CLERK OF THE CIRCUIT COURT OF HERNANDO COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2007 AD, FILE NO. _____ AND RECORDED IN PLAT BOOK _____, PAGES _____.

CLERK OF CIRCUIT COURT
HERNANDO COUNTY, FLORIDA

CERTIFICATE OF REVIEW BY CITY EMPLOYED/ CONTRACTED PROFESSIONAL SURVEYOR AND MAPPER:

I, J. ERIC CORRINGTON, HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY AS TO CHAPTER 177, F.S. AND THAT I AM EMPLOYED BY, OR UNDER CONTRACT TO, THE APPROPRIATE LOCAL GOVERNING BODY AND AM ACTING HERETO AS AN AGENT OF THE CITY. THIS LIMITED CERTIFICATION AS TO FACIAL CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, IS NOT INTENDED TO BE, AND SHOULD NOT BE CONSTRUED AS, A CERTIFICATION OF THE ACCURACY OR QUALITY OF THE SURVEYING/ MAPPING REFLECTED ON THIS PLAT."

J. ERIC CORRINGTON
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 5168

SURVEYOR'S CERTIFICATE:

I, MARCUS N. HALL, JR., HEREBY CERTIFY THAT I PREPARED THIS PLAT AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS PLATTED AND THAT THIS PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF PART 1, CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WERE PLACED AS SHOWN HEREON AND THAT PERMANENT CONTROL POINTS (P.C.P.'S) AND INTERIOR LOT CORNER MONUMENTATION WILL BE PLACED WITHIN ONE YEAR, OR AS REQUIRED BY LAW.

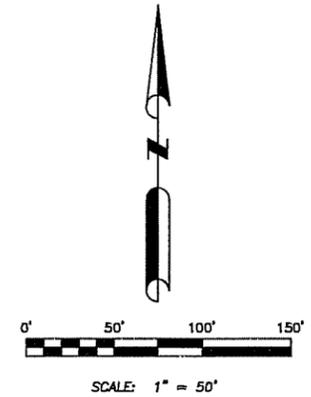
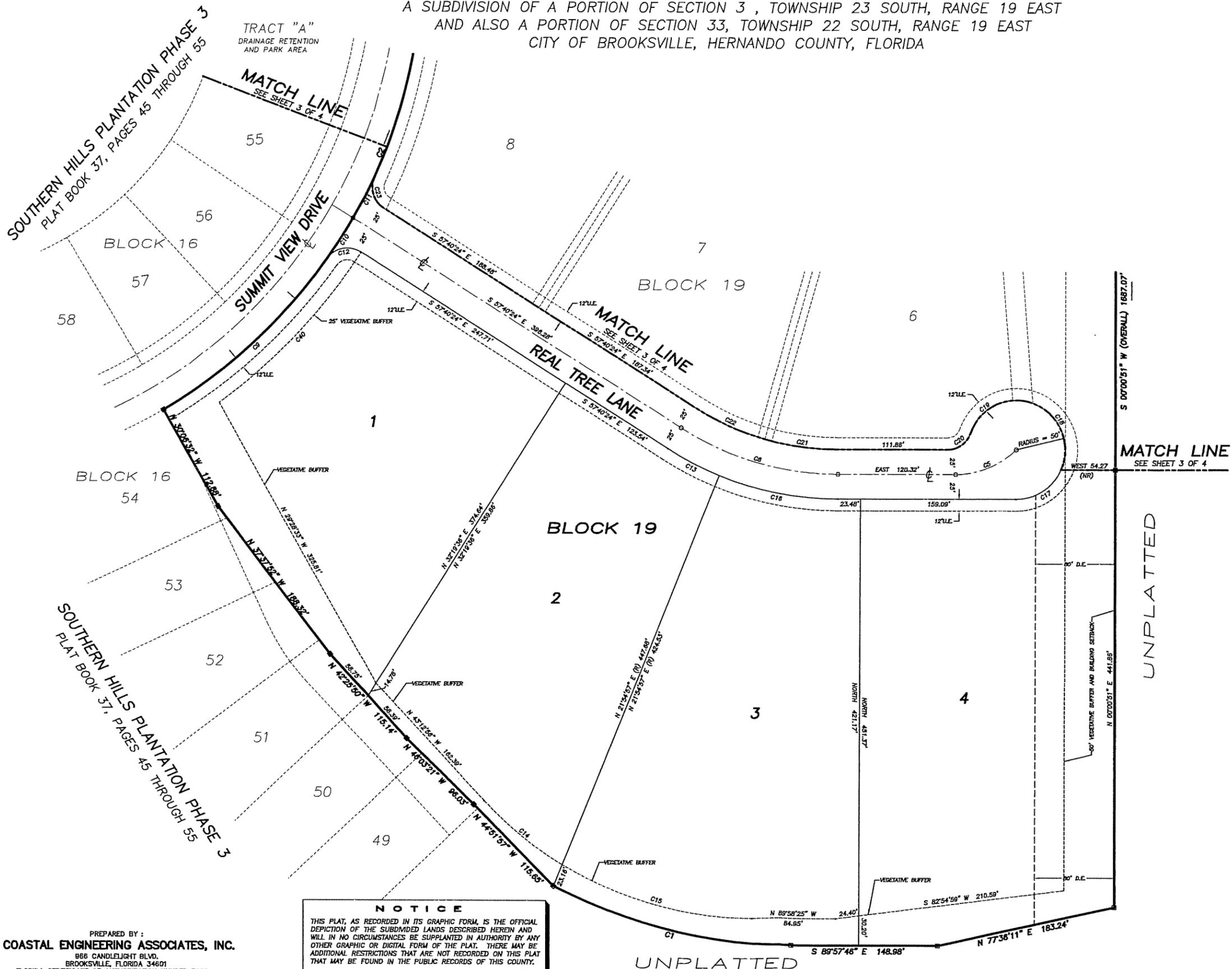
MARCUS N. HALL, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 6276

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SOUTHERN HILLS PLANTATION PHASE 3-A-1

PLAT BOOK PAGE

A SUBDIVISION OF A PORTION OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 19 EAST
AND ALSO A PORTION OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
CITY OF BROOKSVILLE, HERNANDO COUNTY, FLORIDA



- LEGEND**
- = FOUND 4" X 4" CONCRETE MONUMENT (PRM LB 7200)
 - = SET 4" X 4" CONCRETE MONUMENT (PRM LB 7200)
 - = SET NAIL AND DISK (PCP LB 7200)
 - = DENOTES CHANGE OF DIRECTION, POINT OF CURVATURE OR POINT OF TANGENCY
 - CL = CENTERLINE
 - C1 = SEE CURVE TABLE
 - L1 = SEE LINE TABLE
 - D.E. = DRAINAGE EASEMENT
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 - S.W.F.W.M.D. = SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 - (R) = RADIAL
 - (NR) = NON RADIAL

NOTES

THE BEARINGS SHOWN ARE BASED ON THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 19 EAST HAVING A BEARING OF S 89° 53' 55" E.

ALL VEGETATIVE BUFFER EASEMENTS SHOWN ARE TO BE LEFT IN THEIR NATURAL CONDITION.

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	527.08'	27°26'46"	252.49'	250.06'	N 76°14'23" W
C2	525.00'	74°33'02"	633.10'	633.63'	S 22°36'57" W
C3	500.00'	43°45'42"	63.74'	67.28'	S 66°07'09" W
C4	300.00'	37°19'36"	169.26'	167.03'	N 73°50'12" W
C5	525.00'	24°57'33"	226.70'	228.80'	S 47°24'41" W
C10	525.00'	05°20'05"	48.88'	48.86'	S 32°15'52" E
C11	525.00'	05°06'29"	48.81'	48.78'	S 27°02'35" W
C12	25.00'	87°23'41"	38.13'	34.54'	N 78°37'45" E
C13	325.00'	10°24'38"	59.25'	58.25'	N 82°59'43" W
C14	375.00'	15°41'48"	102.73'	102.41'	N 51°03'50" W
C15	375.00'	31°03'40"	203.29'	200.81'	N 74°26'34" W
C16	325.00'	21°54'57"	124.31'	123.56'	N 79°02'31" W
C17	50.00'	86°09'06"	57.73'	54.57'	S 56°55'31" W
C18	50.00'	118°13'15"	103.17'	85.82'	S 35°15'39" E
C19	50.00'	86°09'27"	57.73'	54.58'	N 52°33'00" E
C20	25.00'	71°31'44"	32.77'	28.87'	S 54°44'08" W
C21	275.00'	15°45'57"	76.67'	75.43'	N 82°07'01" W
C22	275.00'	16°33'38"	79.49'	79.21'	N 65°57'13" W
C23	25.00'	82°08'45"	35.85'	32.86'	N 16°35'32" W

NOTICE

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PREPARED BY:
COASTAL ENGINEERING ASSOCIATES, INC.
966 CANDLELIGHT BLVD.
BROOKSVILLE, FLORIDA 34601
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 7200

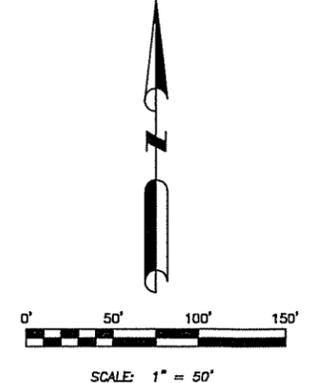
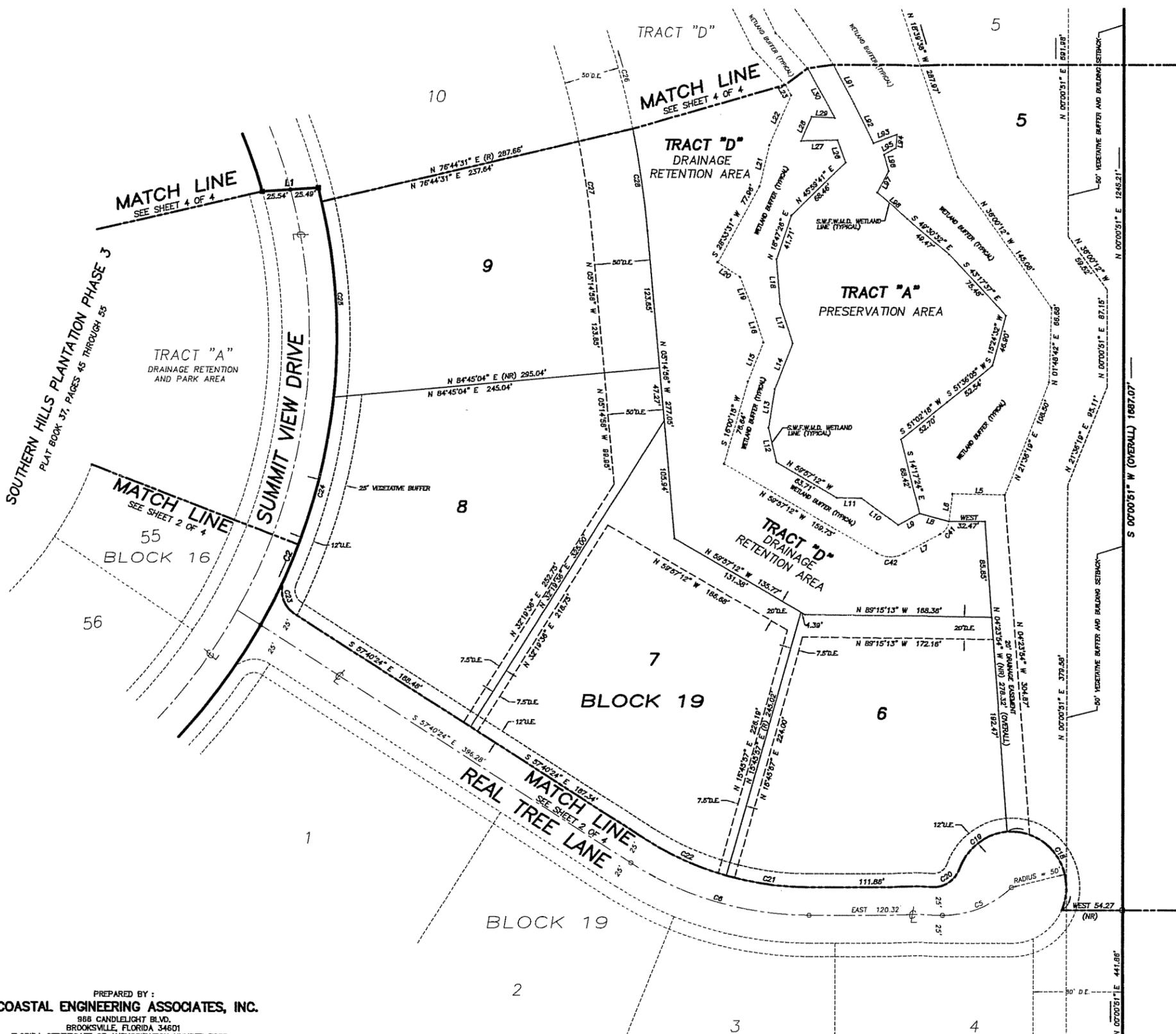
SOUTHERN HILLS PLANTATION
PHASE 3-A-1
SHEET 2 OF 4

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SOUTHERN HILLS PLANTATION PHASE 3-A-1

PLAT BOOK
PAGE

A SUBDIVISION OF A PORTION OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 19 EAST
AND ALSO A PORTION OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
CITY OF BROOKSVILLE, HERNANDO COUNTY, FLORIDA



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NOTES

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ALL VEGETATIVE BUFFER EASEMENTS SHOWN ARE TO BE LEFT IN THEIR NATURAL CONDITION.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 86°17'54" W	51.03'
L5	N 85°48'18" W	47.46'
L6	S 07°27'38" W	25.04'
L7	S 81°36'57" W	36.86'
L8	N 74°44'23" E	27.22'
L9	S 61°36'57" W	22.01'
L10	N 53°44'55" W	41.00'
L11	N 62°15'13" W	21.79'
L12	N 13°33'58" W	31.64'
L13	N 09°09'53" E	35.17'
L14	N 21°38'47" E	44.00'
L15	N 21°38'47" E	37.74'
L16	N 18°10'52" W	31.22'
L17	N 18°10'52" W	37.31'
L18	N 04°39'57" W	39.95'
L19	N 21°31'42" W	31.19'
L20	N 58°53'32" W	23.81'
L21	N 13°17'22" E	38.00'
L22	N 23°45'26" E	48.86'
L23	N 28°28'53" W	10.63'
L26	N 18°56'47" W	21.35'
L27	S 88°42'11" W	33.28'
L28	N 23°45'26" E	23.81'
L29	S 87°25'45" E	21.53'
L30	N 28°28'53" W	51.10'
L31	N 27°31'07" E	38.05'
L32	S 26°34'40" E	38.96'
L33	N 68°47'20" E	22.19'
L34	N 04°08'20" W	12.13'
L35	S 58°46'04" W	12.08'
L36	S 15°08'07" E	15.11'
L37	S 27°30'42" W	21.73'
L38	S 48°11'30" E	35.78'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C2	525.00'	74°33'02"	683.10'	635.63'	S 22°36'57" W
C5	60.00'	43°45'42"	68.74'	67.06'	S 88°07'06" W
C8	300.00'	32°19'36"	169.26'	167.03'	N 73°50'12" W
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C22	275.00'	16°33'38"	78.48'	78.21'	N 85°57'13" W
C23	25.00'	82°08'45"	35.85'	32.86'	N 16°35'32" W
C24	525.00'	152°17'15"	168.10'	168.57'	S 15°15'43" W
C25	525.00'	161°14'36"	176.79'	176.65'	S 03°36'42" E
C26	825.00'	23°52'54"	343.78'	341.31'	S 17°11'13" E
C27	775.00'	06°18'26"	85.31'	85.27'	S 08°24'09" E
C28	825.00'	08°24'37"	92.30'	92.25'	S 08°27'15" E
C41	15.00'	44°57'33"	11.77'	11.47'	S 39°08'10" W
C42	25.00'	58°25'52"	25.50'	24.40'	N 89°10'07" W

UNPLATTED

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SOUTHERN HILLS PLANTATION
PHASE 3-A-1
SHEET 3 OF 4

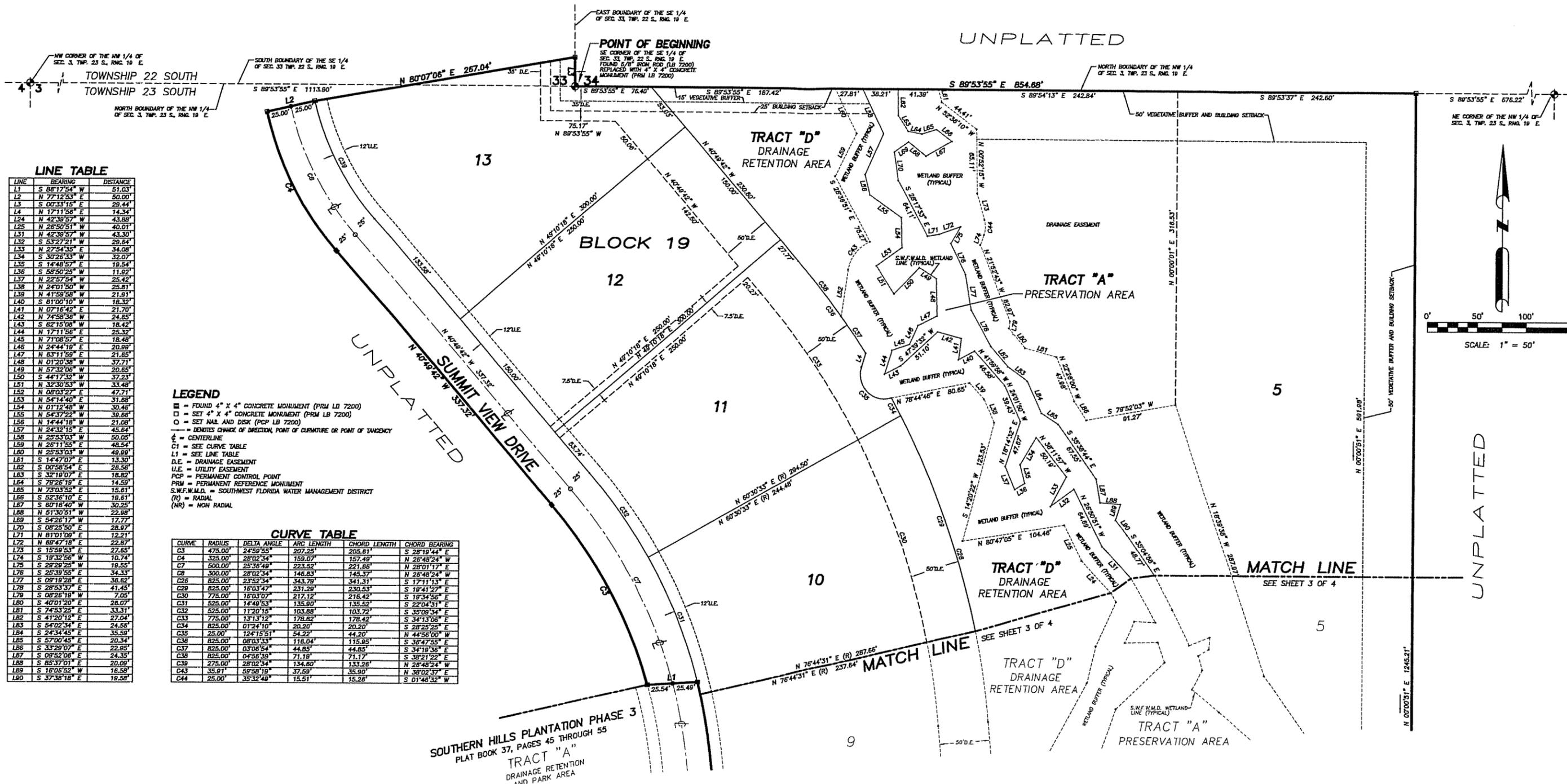
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FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 7200

SOUTHERN HILLS PLANTATION PHASE 3-A-1

A SUBDIVISION OF A PORTION OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 19 EAST
AND ALSO A PORTION OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
CITY OF BROOKSVILLE, HERNANDO COUNTY, FLORIDA

PLAT BOOK
PAGE



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 88°17'54" W	51.03'
L2	N 77°12'53" E	50.00'
L3	S 00°33'15" E	29.44'
L4	N 17°11'58" E	14.34'
L24	N 42°30'57" W	43.80'
L25	N 26°50'51" W	40.01'
L31	N 42°38'57" W	43.30'
L32	S 53°27'21" W	29.64'
L33	N 27°54'35" E	34.08'
L34	S 30°26'33" W	32.07'
L35	S 14°48'57" E	18.54'
L36	S 58°50'25" W	11.62'
L37	N 22°57'54" W	25.42'
L38	N 24°01'50" W	25.81'
L39	N 41°59'58" W	21.91'
L40	S 81°00'10" W	18.32'
L41	N 07°16'42" E	21.70'
L42	N 74°58'36" W	24.65'
L43	S 82°15'08" W	18.42'
L44	N 17°11'56" E	25.32'
L45	N 71°08'57" E	18.48'
L46	N 24°44'19" E	20.99'
L47	N 83°11'59" E	21.85'
L48	N 01°20'38" W	37.71'
L49	N 57°32'06" W	20.65'
L50	S 44°17'32" W	37.23'
L51	N 32°30'53" W	33.48'
L52	N 08°03'57" E	47.71'
L53	N 54°14'40" E	31.88'
L54	N 01°12'48" W	30.46'
L55	N 54°37'22" W	39.66'
L56	N 14°44'18" W	21.08'
L57	N 24°32'15" E	45.64'
L58	N 23°53'03" W	50.65'
L59	N 26°11'55" E	48.54'
L60	N 25°53'03" W	48.99'
L61	S 14°47'07" E	13.30'
L62	S 00°58'54" E	26.58'
L63	S 32°19'07" E	18.82'
L64	S 79°26'19" E	14.59'
L65	N 73°03'52" E	15.61'
L66	S 62°36'10" E	18.61'
L67	S 80°18'40" W	30.25'
L68	N 51°30'51" W	22.88'
L69	S 54°26'17" W	17.77'
L70	S 08°25'50" E	28.97'
L71	N 81°01'09" E	12.21'
L72	N 86°47'18" E	22.87'
L73	S 15°59'53" E	27.65'
L74	S 18°32'56" W	10.74'
L75	S 28°29'25" W	19.55'
L76	S 25°39'55" E	34.33'
L77	S 09°19'28" E	36.69'
L78	S 28°53'57" E	41.45'
L79	S 08°26'19" W	7.05'
L80	S 40°01'20" E	26.07'
L81	S 74°53'25" E	33.31'
L82	S 41°20'12" E	27.04'
L83	S 54°02'34" E	24.56'
L84	S 24°34'45" E	35.59'
L85	S 57°00'45" E	20.34'
L86	S 33°29'07" E	22.95'
L87	S 09°52'06" E	24.35'
L88	S 85°37'01" E	20.09'
L89	S 18°06'59" W	16.59'
L90	S 57°38'18" E	18.59'

LEGEND

- = FOUND 4" X 4" CONCRETE MONUMENT (PRM LB 7200)
- = SET 4" X 4" CONCRETE MONUMENT (PRM LB 7200)
- = SET NAIL AND DISK (PCP LB 7200)
- = DENOTES CHANGE OF DIRECTION, POINT OF CURVATURE OR POINT OF TANGENCY
- ⊕ = CENTERLINE
- C1 = SEE CURVE TABLE
- L1 = SEE LINE TABLE
- D.E. = DRAINAGE EASEMENT
- U.E. = UTILITY EASEMENT
- PCP = PERMANENT CONTROL POINT
- PRM = PERMANENT REFERENCE MONUMENT
- S.W.F.W.M.D. = SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
- (R) = RADIAL
- (NR) = NON RADIAL

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C3	475.00'	24°59'55"	207.25'	205.61'	S 28°19'44" E
C4	325.00'	28°02'34"	159.07'	157.49'	N 26°48'24" W
C7	500.00'	25°38'49"	223.52'	221.86'	N 28°01'17" E
C8	300.00'	28°02'34"	146.83'	145.37'	N 26°48'24" W
C26	825.00'	23°52'54"	343.79'	341.31'	S 17°11'13" E
C28	825.00'	18°03'47"	231.29'	230.53'	S 18°41'27" E
C30	775.00'	18°03'07"	217.12'	216.42'	S 18°34'56" E
C31	525.00'	14°49'53"	135.90'	135.52'	S 22°04'51" E
C32	525.00'	11°20'15"	103.88'	103.72'	S 35°09'34" E
C33	775.00'	13°13'12"	178.82'	178.42'	S 34°13'06" E
C34	825.00'	01°24'10"	20.20'	20.20'	S 28°29'28" E
C35	25.00'	126°15'51"	54.22'	44.20'	N 44°55'00" W
C36	825.00'	08°03'33"	118.64'	118.85'	S 36°47'55" E
C37	825.00'	03°06'54"	44.85'	44.85'	S 34°18'36" E
C38	825.00'	04°56'39"	71.18'	71.17'	S 38°21'22" E
C39	275.00'	28°02'34"	134.80'	133.26'	N 26°48'24" W
C43	35.671'	59°58'19"	37.59'	35.90'	N 38°02'37" E
C44	25.00'	35°32'49"	15.51'	15.28'	S 01°46'32" W

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES

THE BEARINGS SHOWN ARE BASED ON THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 23 SOUTH, RANGE 19 EAST HAVING A BEARING OF S 89° 53' 55" E.

ALL VEGETATIVE BUFFER EASEMENTS SHOWN ARE TO BE LEFT IN THEIR NATURAL CONDITION.

PREPARED BY:
COASTAL ENGINEERING ASSOCIATES, INC.
866 CANDLELIGHT BLVD.
BROOKSVILLE, FLORIDA 34801
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 7200

SOUTHERN HILLS PLANTATION
PHASE 3-A-1
SHEET 4 OF 4

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER 
FROM: THOMAS S. HOGAN, CITY ATTORNEY
SUBJECT: CITY/COUNTY IMPLEMENTATION AGREEMENT UPDATE
DATE: 11/21/2007

Attached (within Attachment 1) please find an amended version of the U.S. 41 SR 50-US 41 connector road implementation agreement between Hernando County and the City of Brooksville ("the Agreement").

On November 5, 2007, the City tabled LandMar's proposed version of the Agreement for 30 days for legal review.

On November 14, 2007, the County approved LandMar's proposed version of the Agreement on their Consent Agenda. (Full version of the County's Agenda Item is enclosed as Attachment 1, inclusive of the Agreement.)

We are reluctant to advise the City take title to the property described in the Agreement subject to the fairgrounds lease (even in some "amended" form), and we have therefore revised the Agreement (see attached redlined and clean version -- Attachment 2) accordingly to make the existence of the Lease a title objection.

The council will have to determine whether or not it wishes to accept LandMar's version (which was approved by the County). It is our opinion that the attached, revised version should be approved.

The fact that the County approved a particular version of the agreement has no legal effect on the City.

Attachment 1

AGENDA MEMORANDUM

TO: HONORABLE CHAIRMAN AND MEMBERS,
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

VIA: (1) CHARLES G. MIXSON, P.E. 
COUNTY ENGINEER/PUBLIC WORKS DIRECTOR
(2) GARY W. KUHL, COUNTY ADMINISTRATOR 

FROM: MICHAEL E. SILVEY, PROPERTY MANAGEMENT COORDINATOR 

DATE: OCTOBER 29, 2007

SUBJECT: IMPLEMENTATION AGREEMENT FOR SR 50 – U. S. HWY. 41
CONNECTOR ROAD WITH CITY OF BROOKSVILLE

BRIEF OVERVIEW: On November 12, 2003, the City of Brooksville (City) and Hernando County (County) entered into a Supplemental Interlocal Agreement, as amended, regarding the Hampton Ridge 1,600± acre tract being developed by Hampton Ridge Developers, LLC. for the Southern Hills Plantation and Leavitt property. The interlocal agreement provides for coordination between the City and County for the acquisition of County-owned land that is needed for the north-south segment of roadway connecting State Road 50 and U.S. Highway 41. The interlocal agreement requires the County to convey to the City, at fair market value, title to the right-of-way for that portion of the SR 50-US Hwy 41 connector road segment crossing County-owned land at the Fairgrounds. The City obtained an appraisal report from K. Mitchell Caldwell, MAI with American Acquisition Group, LLC that indicated a fair market value of \$1,120,825.00, including costs-to-cure compensation, for 6.53± acres of the County land needed for the road right-of-way. As security for the purchase of the County's property, the City will provide the County with a security bond or letter of credit naming the County as "beneficiary" if the real estate transaction does not close on or before January 30, 2008. The City is requesting the County grant them a Temporary Construction Easement to expedite the construction and installation of a potable water main within that portion of County-owned land being purchased for the connector road for providing a connection to their water system within 10-days from receipt of the security bond or letter of credit. The Temporary Construction Easement is non-exclusive and would automatically terminate upon closing of the real estate transaction.

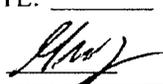
Attached are SR50-US41 Connector Road Implementation Agreement between the City of Brooksville and Hernando County outlining the terms and conditions for the sale of County-owned land at the Fairgrounds for \$1,120,825.00 to the City of Brooksville; a Grant of Temporary Ingress, Egress and Construction Easement; Statutory Deed and Resolution for the Board's review and information.

BUDGET IMPACT: Revenue will be receipted into line item: 0011-3641060.

LEGAL IMPACT: The Board has the authority to approve the SR50-US41 Connector Road Implementation Agreement; Statutory Deed; and Grant of Temporary Ingress, Egress and Construction Easement pursuant to Chapter 125, Florida Statutes 

RECOMMENDED ACTION: Approval of the SR50-US41 Connector Road Implementation Agreement between the City of Brooksville and Hernando County for \$1,120,825.00 for the sale of 6.53± acres owned by the County at the Fairgrounds needed for the north-south segment of roadway connecting State Road 50 and U.S. Highway 41; and authorize the Chairman to execute the Implementation Agreement, Grant of Temporary Ingress, Egress and Construction Easement, Statutory Deed and Resolution; and authorize the Property Management Coordinator to sign all closing documents on behalf of the Board upon review and approval by the County Attorney's Office.

ADMINISTRATIVE NOTE: _____ **REVIEWED:** _____ **SEE ATTACHED:** Implementation Agreement, Temporary Construction Easement, Statutory Deed and Resolution.

BUDGET APPROVED: 

cc: Gregg W. Sutton, P.E., Assistant County Engineer

**CONSENT
AGENDA ITEM** 6

RESOLUTION NO.: 2007-

A RESOLUTION OF THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING CONVEYANCE OF PROPERTY PURSUANT TO CONNECTOR ROAD IMPLEMENTATION AGREEMENT AND DELEGATING SIGNATURE AUTHORITY FOR CLOSING DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, Hernando County is authorized by ss. 125.01 et seq., to enter into agreements with respect to County property; and

WHEREAS, approval of the Connector Road Implementation Agreement with the City of Brooksville requires the County to convey certain property interests to the City upon the occurrence of specified conditions; and

WHEREAS, the Agreement requires a resolution of the Board of County Commissioners as evidence of authority to take the actions required thereunder.

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. The conveyance of the County property described in the Connector Road Implementation Agreement is hereby approved and authorized upon the occurrence of specified conditions pursuant to the County's Home Rule powers under Ch. 125, F.S., and the Chairman's authority to execute closing documents in connection therewith is hereby delegated to the Hernando County Property Management Coordinator upon review and approval of such documents by the County Attorney's Office.

ADOPTED in Regular Session this 6th day of November, 2007.

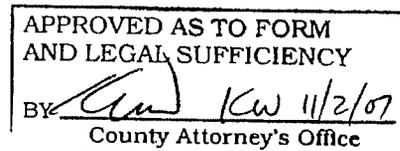
**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest: _____

KAREN NICOLAI
Clerk

By: _____

JEFF STABINS
Chairman



**SR50-US41 CONNECTOR ROAD
IMPLEMENTATION AGREEMENT
(City-County)**

THIS SR50-US41 CONNECTOR ROAD IMPLEMENTATION AGREEMENT (City-County) ("**Agreement**") is made and entered into as of November ____, 2007, by and between the CITY OF BROOKSVILLE, a Florida municipal corporation, through its City Council ("**City**"), and HERNANDO COUNTY, a subdivision of the State of Florida, through its Board of County Commissioners ("**County**"), with reference to the following facts:

WHEREAS, on November 12, 2003, the City and the County entered into that certain Supplemental Interlocal Agreement Regarding the Hampton Ridge 1,600 Acre Tract ("**Supplemental Interlocal Agreement**"), providing, in part, for coordination between the City and the County with regard to the acquisition of right-of-way for the north-south segment of the roadway connecting State Road 50 ("**SR 50**") and U.S. Highway 41 ("**US 41**") (commonly referred to as the "**SR50-US41 Connector**"); and

WHEREAS, Section 1.7 of the Supplemental Interlocal Agreement provides, in pertinent part, as follows:

"Once the City has acquired or contracted for all of the right-of-way for the N-S segment of the SR 50-US 41 Connector Roadway, except for the right-of-way across the Hernando County parcel east of the Fairgrounds, the City shall advise the County in writing that it has said right-of-way. Immediately thereafter, the County shall convey to the City, at fair market value, title to the right-of-way for that portion of the SR 50-US 41 Connector Road segment crossing their property."; and

WHEREAS, the City has previously notified the County that the City has acquired or contracted for all of the right-of-way for the SR50-US41 Connector, except for the right-of-way across lands owned by the County, which parcel is more particularly described in Exhibit "A" ("**County Property**"), and lands owned by the Hernando County Fair Association, Inc., a Florida not-for-profit corporation ("**Fair Association**"), which parcel of real property is more particularly described in Exhibit "B" ("**Fair Association Property**"); and

WHEREAS, the City has obtained and provided to the County and the Fair Association fair market value appraisals, in the form of Summary Appraisal Reports, each dated March 9, 2007, prepared by American Acquisition Group, LLC, through K. Mitchell Caldwell, MAI (each an "**Appraisal**"); and

WHEREAS, the fair market appraised value of the County Property, including cost-to-cure compensation, is \$1,120,825.00; and

WHEREAS, the City and the County desire to further implement Section 1.7 of the Supplemental Interlocal Agreement, providing for the conveyance of the County Property by the

County to the City, and the City's payment to the County of the fair market value of the County Property as established by the Appraisal; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Chapters 125, 163 and 166, Florida Statutes.

NOW, THEREFORE, for good and valuable consideration, as set forth in this Agreement and performance of the covenants and agreements of the parties as set forth herein, the City and County agree as follows:

1. Recitals; Exhibits. The foregoing recitals are true and correct and, together with all exhibits attached hereto, are hereby incorporated into this Agreement by this reference.

2. Acceptance of Appraisal. By its execution of this Agreement, the County hereby approves and accepts the Appraisal, and agrees to accept the sum of \$1,120,825.00 as the fair market value, including cost-to-cure compensation, for the County Property ("**Acquisition Price**").

3. Security for Performance. As security for the City's agreement to pay the Acquisition Price to the County, the City shall cause a bond or letter of credit, in a form reasonably acceptable to the City and the County, to be delivered to the County, naming the County as beneficiary thereof, in the amount of the Acquisition Price ("**Security**"). The City shall cause the Security to be delivered to the County within thirty (30) days after the Effective Date (defined in Paragraph 17 below) of this Agreement. The County shall release the Security to the City, or the provider thereof, at the Closing (defined in Paragraph 5 below).

4. Title; Survey. The City shall have the right to obtain a title insurance policy and boundary survey in connection with the City's acquisition of the County Property. The City shall obtain such title insurance policy and survey at no cost or expense to the County, except as may be required for the County to cure or satisfy any title or survey matters which the City deems to be title or survey defects upon the City's review of a title insurance commitment for the issuance of such title insurance policy and the boundary survey. The County, at the County's cost and expense, shall cure any monetary liens and encumbrances, any gaps, gores, overlaps or physical encroachments onto or off of the County Property, and any matters which render title unmarketable. Without limiting the generality of the foregoing, the County shall in good faith using its best efforts seek to cause the existing lease in favor of the Hernando County Fair Association, Inc., recorded in O. R. Book 555, Page 520 of the Public Records of Hernando County, Florida ("**Lease**"), to be amended, partially released or terminated prior to or at Closing, such that the County Property is conveyed to the City free and clear of the Lease. Failure to cause such amendment, partial release, or termination shall not render title unmarketable.

5. Closing. The County shall convey the County Property to the City, and the City shall pay the Acquisition Price to the County within fifteen (15) days after the County obtains the release, termination or amendment of the Lease, or such earlier date as may be elected by the City, in its sole discretion, by delivering written notice thereof to the County identifying a date no sooner than ten (10) business days after the date of such notice. The date on which the Closing occurs shall be referred to herein as the "**Closing Date**". The Closing shall be handled

through Donna J. Feldman, P.A., acting as Escrow Agent for the transaction (“**Escrow Agent**”). At least one (1) business day prior to the Closing Date, the parties shall deliver the following to Escrow Agent:

(a) The County shall deliver a deed in the form of **Exhibit “C”** attached hereto (“**Deed**”), fully executed and notarized, and in recordable form, together with an applicable Form DR-219;

(b) The City shall deliver or cause to be delivered the Acquisition Price by wire transfer of readily available funds;

(c) Each party shall deliver evidence of its authority to consummate the transaction, in the form of a duly adopted resolution of its governing body;

(d) Each party shall deliver an executed counterpart of a closing statement prepared by Escrow Agent; and

(e) Each party shall deliver such other documents as may be reasonably requested by either party or the Escrow Agent to consummate the transaction.

Upon the Escrow Agent’s receipt of the foregoing deliveries, the Escrow Agent is authorized to deliver the Acquisition Price to the County, deliver the Deed to the Clerk of Hernando County for recording in the Public Records of Hernando County (“**Public Records**”), and deliver any other documents to the appropriate parties, as applicable.

6. Water Main Easement. The City desires to expedite the construction and installation of a potable water main within the County Property providing a connection to the City’s potable water system. Within ten (10) days after the County receives the Security, the County shall grant to the City a temporary, non-exclusive easement for construction, installation, operation and maintenance of the water main and associated fixtures and appurtenances, together with rights of ingress and egress as reasonably necessary to accomplish the purpose of such easement, by delivering to the City the duly executed and notarized original of the easement agreement attached hereto as **Exhibit “D”** (“**Easement Agreement**”). The Easement Agreement shall terminate automatically upon recordation of the Deed in the Public Records. Upon the City’s receipt of the Easement Agreement, the City shall be entitled to record the same in the Public Records, and to cause construction to be commenced with respect to the City’s potable water main in accordance with plans and specifications therefor as approved by the City. The County acknowledges and agrees that such water main, and associated fixtures and appurtenance, shall constitute the property of the City, and the County shall have no rights or entitlements thereto. To the extent permitted by law without waiver of sovereign immunity in tort, the City agrees to hold the County harmless from any and all claims, costs, or damages resulting from the City’s willful or negligent acts with respect to use of this easement.

7. Risk of Loss. The County shall bear all risk of loss associated with the County Property until the delivery of the Deed. The City shall bear all risk of loss associated with any improvements made to the County Property by the City pursuant to the Easement Agreement.

8. Default; Resolution of Disputes. In the event of any default by either the City or the County to timely and fully satisfy its obligations under this Agreement, then the non-defaulting party shall have all rights and remedies available at law and in equity to enforce the same. If the parties fail to resolve any conflicts related to issues covered in this Agreement, such dispute shall be resolved in accordance with governmental conflict resolution procedures by submitting to non-binding mediation under Chapter 164, Florida Statutes; provided, however, that the parties' agreement to pay liquidated damages as provided above shall not require nor be subject to such dispute resolution process. All disputes shall be governed by the laws of Florida, and venue of any dispute shall be in Hernando County.

9. Construction of Agreement. Both parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship.

10. Time. Time is of the essence in this Agreement with regard to all acts and dates imposed on the parties hereto. All time periods and deadlines set forth in this Agreement shall be calculated in calendar days, unless business days are expressly stated. In the event that the date upon which any duties or obligations hereunder are to be performed, or the exercise of any option or right or any deadline hereunder shall occur or be required to occur, shall be a Saturday, Sunday or holiday on which banks in the State of Florida are closed, then, in such event, the due date for performance of any duty or obligation or the exercise of any option or right shall thereupon be automatically extended to the next succeeding business day. All deadlines and time periods shall be deemed to expire or occur, as applicable, at 5:00p.m. Eastern Time unless otherwise expressly stated herein.

11. Notice. Whenever one (1) party gives notice to the other party concerning any of the provisions of this Agreement, such notice shall be given by facsimile followed by U.S. Mail, or by certified mail, return receipt requested. Said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows: (a) to the City at 201 Howell Avenue, Brooksville, Florida 34601, Attention: City Manager, Facsimile: (352) 544-5424, with a copy to the City Attorney; (b) to the County at 20 N. Main Street, Room 460, Brooksville, Florida 34601, Attention: _____, Facsimile: _____; and (c) to Escrow Agent at 19321-C U.S. Highway 19 North, Suite 103, Clearwater, Florida 33764, Attention: Donna J. Feldman, Esq., Facsimile: (727) 536-7270. These addresses may be changed by giving notice as provided for in this paragraph.

12. Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

13. Amendments; Entire Agreement. This Agreement may only be amended by written consent of both parties hereto. This Agreement, together with the Supplemental

Interlocal Agreement, constitutes the entire understanding between the parties with respect to the specific subject matter set forth herein.

14. Severability. If any provision of this Agreement is declared unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall remain in full force and effect, and shall be construed, as closely as possible, as if such unenforceable provision were not included herein.

15. Escrow Agent. The payment of all funds provided hereunder and the delivery of all documents to the Escrow Agent is for the accommodation of the parties to this Agreement. The duties of the Escrow Agent shall be determined solely by the express provisions of this Agreement. Escrow Agent shall deliver the funds and documents held by Escrow Agent as required by the terms of this Agreement. In the event Escrow Agent receives a written demand from either party other than in strict accordance with the terms of this Agreement, then Escrow Agent shall give written notice to the other party of such demand and of Escrow Agent's intention to comply therewith. If Escrow Agent does not receive a written objection within five (5) days after delivery of such notice, then Escrow Agent is hereby authorized to comply with the instructions so received. If, however, Escrow Agent receives written objection from the other party within such 5-day period, then Escrow Agent shall continue to hold the funds and/or documents until otherwise directed by joint written instructions from the parties, or until a final judgment of an appropriate court is issued. The parties authorize Escrow Agent, without creating any obligation on the part of Escrow Agent, in the event this Agreement, the funds or the documents become involved in litigation, to deliver the same to the clerk of the court in which the litigation is pending and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned also authorize Escrow Agent, if it is threatened with litigation or if in doubt as to Escrow Agent's duties, to interplead all interested parties in any court of competent jurisdiction and to deliver the funds and/or documents with the clerk of the court and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder. Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its own willful misconduct or gross negligence. Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given. This provision shall survive the Closing and any termination of this Agreement.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, but all of which shall together constitute one and the same instrument.

17. Effective Date. This Agreement shall take effect on the last date on which the City or the County executes this Agreement ("**Effective Date**").

IN WITNESS WHEREOF, this Agreement has been executed as of the date indicated below next to each party's signature.

ATTEST:

CITY OF BROOKSVILLE,
a Florida municipal corporation

Karen Phillips
City Clerk

By: _____
David Pugh, Mayor
City Council

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Thomas S. Hogan, Jr.
City Attorney

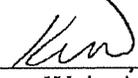
ATTEST:

HERNANDO COUNTY,
a subdivision of the State of Florida

Karen Nicolai
County Clerk

By: _____
Jeff Stabins, Chairman
Board of County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

 11/6/07

Kent Weissinger
Assistant County Attorney

WITNESSES:

JOINED IN BY ESCROW AGENT:

DONNA J. FELDMAN, P.A.

By: _____
Donna J. Feldman, President

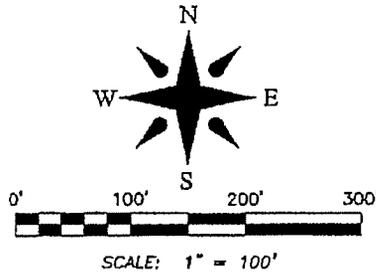
EXHIBIT "A"

County Property

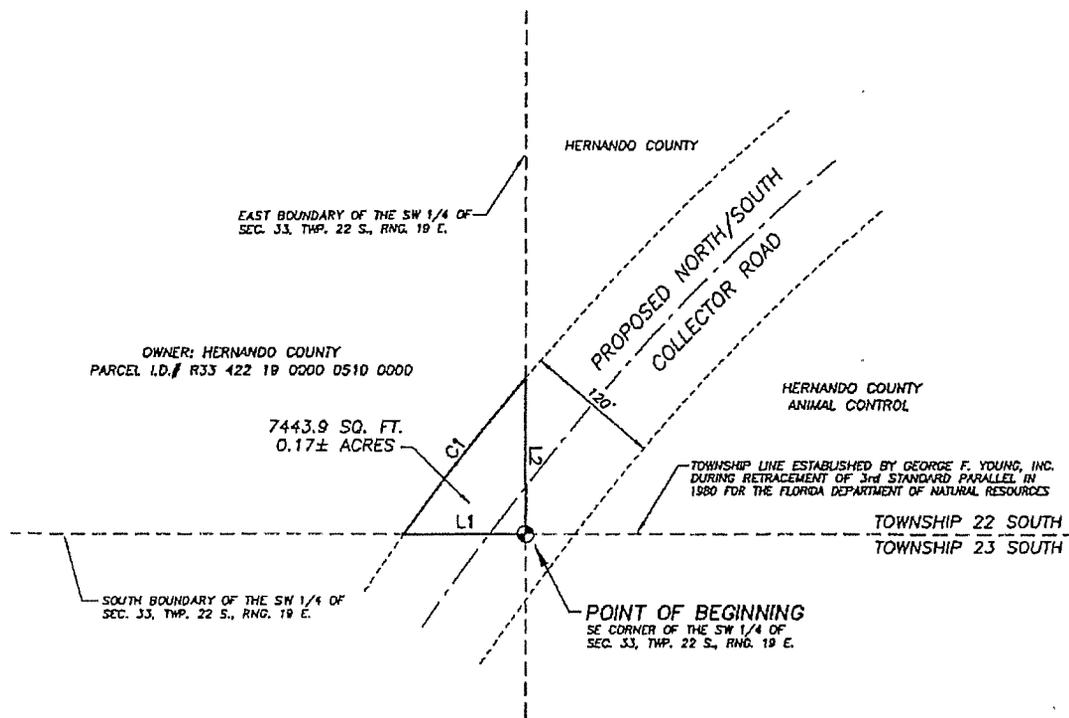
COMPOSITE EXHIBIT "A"

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY

SKETCH OF DESCRIPTION
* NOT A BOUNDARY SURVEY *



NOTE:
BEARINGS SHOWN HEREON BASED
ON THE FLORIDA STATE PLANE
COORDINATE SYSTEM, WEST ZONE



CURVE DATA

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2160.00'	04°34'51"	172.70'	172.65'	N 37°11'36" E

LINE DATA

LINE	BEARING	DISTANCE
L1	N 89°53'55" W	105.22'
L2	S 00°21'13" E	137.72'

DESCRIPTION (CREATED PER THIS SKETCH)

A PARCEL OF LAND LYING IN AND BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE ALONG THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4 A DISTANCE OF 105.22 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2160.00 FEET, A DELTA OF 04° 34' 51", A CHORD DISTANCE OF 172.65 FEET AND A CHORD BEARING OF N 37° 11' 36" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 172.70 FEET TO THE EAST BOUNDARY OF SAID SOUTHWEST 1/4; THENCE ALONG SAID EAST BOUNDARY S 00° 21' 13" E A DISTANCE OF 137.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.17 ACRE, MORE OR LESS.

Coastal

Engineering
Planning
Surveying
Environmental
Construction Management
engineering associates, inc.

666 Condieleigh Boulevard - Brooksville - Florida 34601
(352) 798-9423 - Fax (352) 799-8359
EB-0000142

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

DRAWING REVISED UNLESS NOTED, DATED
& SEALED BY REGISTERED PROFESSIONAL

MARCIE H. HALL, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 6278

SKETCH OF DESCRIPTION

PREPARED FOR AND CERTIFIED TO:

CITY OF BROOKSVILLE

DATE

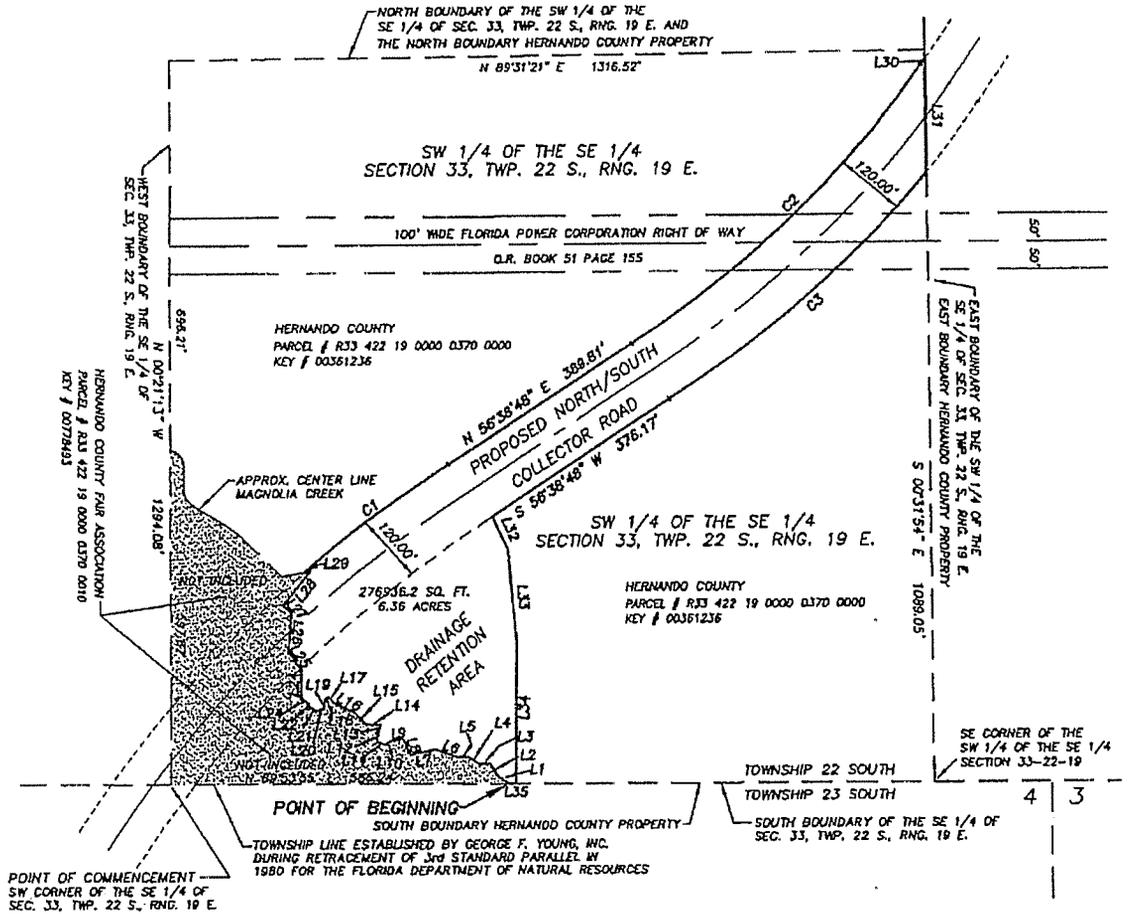
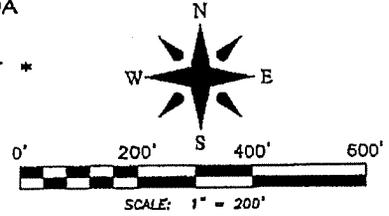
08-08-08

044-15

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY, FLORIDA

SKETCH OF DESCRIPTION
* NOT A BOUNDARY SURVEY *

NOTES:
BEARINGS SHOWN HEREON BASED
ON THE FLORIDA STATE PLANE
COORDINATE SYSTEM, WEST ZONE
SEE SHEET 2 OF 2 FOR DESCRIPTION.



CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2160.00'	08°17'36"	312.65'	312.37'	N 52°30'00" E
C2	1748.94'	23°06'28"	705.77'	700.99'	N 45°05'34" E
C3	1868.94'	18°23'19"	600.15'	597.57'	S 47°27'09" W

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 56°22'33" W	25.92'
L2	N 30°10'15" W	24.91'
L3	WEST	19.94'
L4	N 56°53'59" W	21.65'
L5	N 87°31'49" W	19.60'
L6	N 69°57'56" W	40.12'
L7	S 76°32'53" W	44.98'
L8	N 22°37'04" W	30.84'
L9	S 83°36'43" W	21.00'
L10	S 52°24'01" W	11.28'
L11	N 73°29'03" W	16.10'
L12	N 05°45'08" E	18.08'
L13	N 22°03'41" E	13.10'
L14	N 85°24'41" W	25.09'
L15	N 41°49'44" W	28.00'
L16	N 63°19'21" W	40.35'
L17	N 41°43'29" W	14.76'
L18	S 37°48'56" W	8.76'

LINE TABLE

LINE	BEARING	DISTANCE
L19	S 07°52'39" W	15.96'
L20	S 74°17'41" W	11.56'
L21	N 64°54'44" W	13.47'
L22	N 30°38'48" W	10.22'
L23	N 54°16'37" W	13.98'
L24	N 00°32'30" E	50.83'
L25	N 34°57'36" W	40.71'
L26	N 04°32'06" E	67.79'
L27	N 42°21'29" W	20.39'
L28	N 38°27'51" E	76.81'
L29	S 78°57'17" W	11.55'
L30	N 33°32'20" E	14.22'
L31	S 00°31'54" E	202.89'
L32	S 24°11'20" E	85.81'
L33	S 05°24'31" E	188.27'
L34	S 00°08'16" W	249.33'
L35	N 89°53'55" W	12.29'

SHEET 1 OF 2

Coastal Engineering
Planning
Surveying
Environmental
Construction Management
engineering associates, inc.
988 Candlelight Boulevard - Brooksville - Florida 34801
(352) 706-9423 - Fax (352) 799-8359
EB-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

DRAWING INVALID UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL
WARDIS H. HALL, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 6274

SKETCH OF DESCRIPTION
PREPARED FOR AND CERTIFIED TO: DATE
CITY OF BROOKSVILLE 03-08-07
D4415

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY, FLORIDA

SKETCH OF DESCRIPTION
* NOT A BOUNDARY SURVEY *

DESCRIPTION (CREATED PER THIS SKETCH)

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND ALSO BEING A PART OF A PROPOSED NORTH/SOUTH COLLECTOR ROAD, SAID PARCEL LYING NORTHEASTERLY OF MAGNOLIA CREEK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG THE SOUTH BOUNDARY OF SAID SOUTHEAST 1/4 N 89° 53' 55" E A DISTANCE OF 586.24 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE NORTHEASTERLY LINE OF MAGNOLIA CREEK; THENCE ALONG SAID NORTHEASTERLY LINE OF MAGNOLIA CREEK N 56° 22' 33" W A DISTANCE OF 25.92 FEET; THENCE N 30° 10' 15" W A DISTANCE OF 24.91 FEET; THENCE WEST A DISTANCE OF 19.94 FEET; THENCE N 56° 53' 59" W A DISTANCE OF 21.68 FEET; THENCE N 87° 31' 49" W A DISTANCE OF 19.60 FEET; THENCE N 69° 57' 56" W A DISTANCE OF 40.12 FEET; THENCE S 75° 32' 53" W A DISTANCE OF 44.86 FEET; THENCE N 22° 37' 04" W A DISTANCE OF 30.84 FEET; THENCE S 83° 35' 43" W A DISTANCE OF 21.00 FEET; THENCE S 52° 24' 01" W A DISTANCE OF 11.28 FEET; THENCE N 73° 29' 03" W A DISTANCE OF 16.10 FEET; THENCE N 05° 45' 08" E A DISTANCE OF 18.08 FEET; THENCE N 22° 03' 41" E A DISTANCE OF 13.10 FEET; THENCE N 85° 24' 41" W A DISTANCE OF 25.09 FEET; THENCE N 41° 49' 44" W A DISTANCE OF 28.00 FEET; THENCE N 63° 19' 21" W A DISTANCE OF 40.36 FEET; THENCE N 41° 43' 26" W A DISTANCE OF 14.76 FEET; THENCE S 37° 48' 56" W A DISTANCE OF 8.76 FEET; THENCE S 07° 52' 32" W A DISTANCE OF 15.96 FEET; THENCE S 74° 17' 41" W A DISTANCE OF 11.56 FEET; THENCE N 64° 54' 44" W A DISTANCE OF 13.47 FEET; THENCE N 30° 38' 48" W A DISTANCE OF 10.22 FEET; THENCE N 54° 18' 37" W A DISTANCE OF 13.98 FEET; THENCE N 00° 32' 30" E A DISTANCE OF 50.83 FEET; THENCE N 34° 57' 36" W A DISTANCE OF 40.71 FEET; THENCE N 04° 32' 06" E A DISTANCE OF 67.79 FEET; THENCE N 42° 21' 29" W A DISTANCE OF 20.39 FEET; THENCE N 38° 27' 51" E A DISTANCE OF 76.81 FEET; THENCE S 78° 57' 17" W A DISTANCE OF 11.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF A PROPOSED NORTH/SOUTH COLLECTOR ROAD, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2160.00 FEET, A DELTA OF 08° 17' 36", A CHORD DISTANCE OF 312.37 FEET AND A CHORD BEARING OF N 52° 30' 00" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 389.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE ALONG SAID RIGHT OF WAY LINE N 55° 39' 48" E A DISTANCE OF 389.81 FEET TO A POINT OF TANGENCY; THENCE CONTINUE NORTHWESTERLY HAVING A RADIUS OF 1749.84 FEET, A DELTA OF 23° 06' 29", A CHORD DISTANCE OF 700.99 FEET AND A CHORD BEARING OF N 45° 05' 34" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 705.77 FEET TO A POINT OF TANGENCY; THENCE N 33° 32' 20" E A DISTANCE OF 14.22 FEET TO THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG SAID EAST BOUNDARY S 00° 31' 54" E A DISTANCE OF 202.89 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF A PROPOSED NORTH/SOUTH COLLECTOR ROAD, SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1869.94 FEET, A DELTA OF 15° 23' 19", A CHORD DISTANCE OF 597.57 FEET AND A CHORD BEARING OF S 47° 27' 09" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 600.15 FEET TO A POINT OF TANGENCY; THENCE S 56° 38' 48" W A DISTANCE OF 376.17 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE S 24° 17' 20" E A DISTANCE OF 65.81 FEET; THENCE S 05° 24' 31" E A DISTANCE OF 168.27 FEET; THENCE S 00° 06' 16" W A DISTANCE OF 249.33 FEET TO THE SOUTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG SAID SOUTH BOUNDARY N 89° 53' 55" W A DISTANCE OF 12.29 FEET TO THE POINT OF BEGINNING, SUBJECT TO A 100 FOOT WIDE FLORIDA POWER CORPORATION RIGHT OF WAY AS RECORDED IN OFFICIAL RECORD BOOK 51, PAGE 155, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

CONTAINING 6.36 ACRES, MORE OR LESS.

SHEET 2 OF 2

 <p>Engineering Planning Surveying Environmental Construction Management engineering associates, inc.</p> <p>888 Candelight Boulevard - Brooksville - Florida 34601 (352) 796-0423 - Fax (352) 799-8359 EB-0000142 FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200</p>	<p>DRAWING INVALID UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL</p> <hr/> <p>MARCUS H. HALL, JR. PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NUMBER 6376</p>	SKETCH OF DESCRIPTION	
		PREPARED FOR AND CERTIFIED TO:	DATE
CITY OF BROOKSVILLE			03-08-07
			04415

EXHIBIT "B"

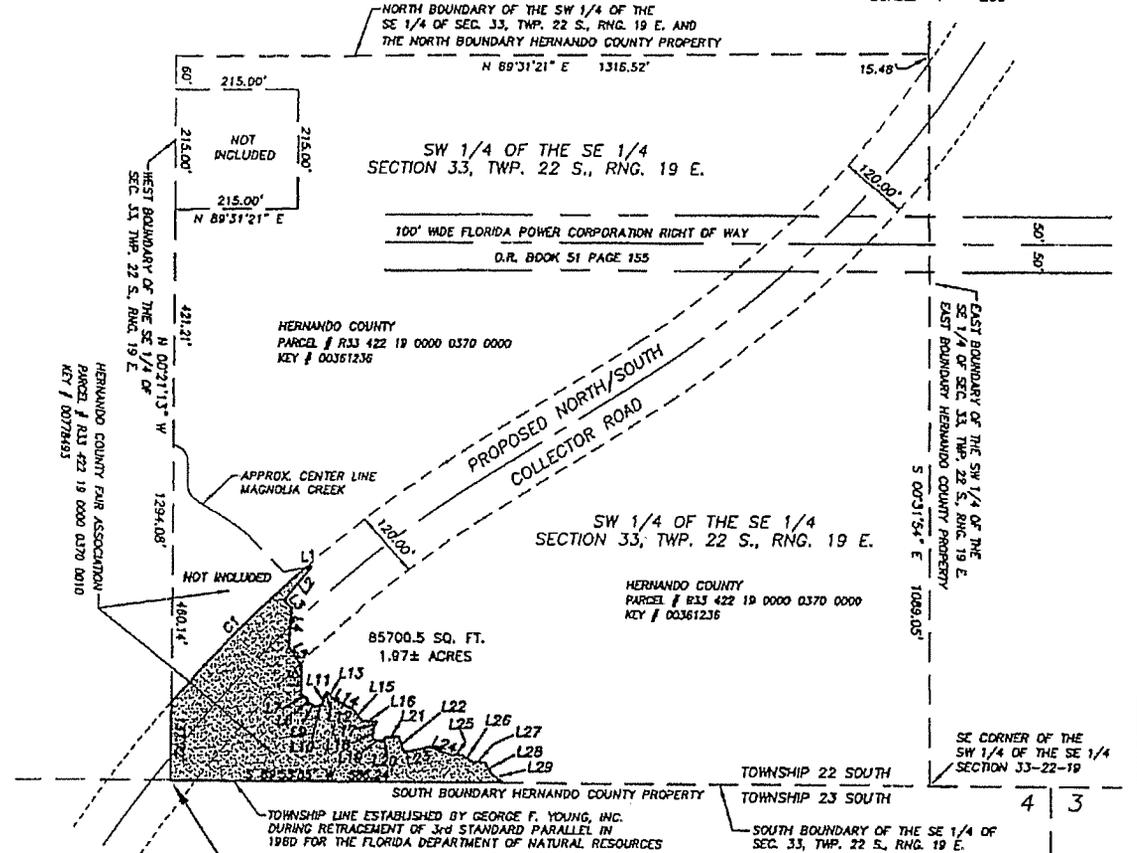
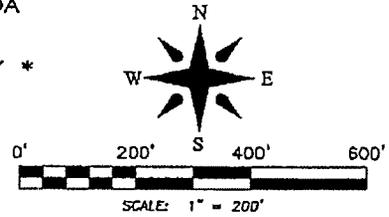
Fair Association Property

EXHIBIT "B"

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY, FLORIDA

SKETCH OF DESCRIPTION
* NOT A BOUNDARY SURVEY *

NOTE:
BEARINGS SHOWN HEREON BASED
ON THE FLORIDA STATE PLANE
COORDINATE SYSTEM, WEST ZONE



POINT OF BEGINNING -
SW CORNER OF THE SE 1/4 OF
SEC. 33, TWP. 22 S., RNG. 19 E.

DESCRIPTION (CREATED PER THIS SKETCH)
A PARCEL OF LAND LYING IN AND BEING A PART OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, LYING EASTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE PROPOSED NORTH/SOUTH COLLECTOR ROAD AND SOUTHWESTERLY OF MAGNOLIA CREEK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG THE WEST BOUNDARY OF SAID SOUTHEAST 1/4 N 00° 31' 53" E A DISTANCE OF 137.72 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID NORTH/SOUTH COLLECTOR ROAD, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2160.00 FEET, A DELTA OF 08° 52' 11", A CHORD DISTANCE OF 334.05 FEET AND A CHORD BEARING OF N 43° 55' 07" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 334.38 FEET TO THE NORTHEASTERLY LINE OF MAGNOLIA CREEK; THENCE ALONG SAID NORTHEASTERLY LINE N 78° 57' 17" E A DISTANCE OF 11.55 FEET; THENCE S 38° 27' 51" W A DISTANCE OF 78.81 FEET; THENCE S 42° 21' 28" E A DISTANCE OF 20.39 FEET; THENCE S 04° 32' 05" W A DISTANCE OF 87.79 FEET; THENCE S 34° 57' 35" E A DISTANCE OF 40.71 FEET; THENCE S 00° 32' 30" W A DISTANCE OF 50.83 FEET; THENCE S 54° 18' 37" E A DISTANCE OF 13.98 FEET; THENCE S 30° 38' 48" E A DISTANCE OF 10.22 FEET; THENCE S 64° 54' 44" E A DISTANCE OF 13.47 FEET; THENCE N 74° 17' 41" E A DISTANCE OF 11.56 FEET; THENCE N 07° 52' 32" E A DISTANCE OF 15.86 FEET; THENCE N 37° 48' 58" E A DISTANCE OF 8.78 FEET; THENCE S 41° 43' 28" E A DISTANCE OF 14.76 FEET; THENCE S 63° 11' 21" E A DISTANCE OF 40.36 FEET; THENCE S 41° 49' 44" E A DISTANCE OF 28.00 FEET; THENCE S 85° 24' 41" E A DISTANCE OF 25.09 FEET; THENCE S 22° 03' 41" W A DISTANCE OF 13.10 FEET; THENCE S 05° 45' 08" W A DISTANCE OF 18.08 FEET; THENCE S 73° 29' 03" E A DISTANCE OF 16.10 FEET; THENCE N 52° 24' 01" E A DISTANCE OF 11.28 FEET; THENCE N 83° 38' 43" E A DISTANCE OF 21.00 FEET; THENCE S 22° 37' 04" E A DISTANCE OF 30.84 FEET; THENCE N 76° 32' 53" E A DISTANCE OF 44.96 FEET; THENCE S 69° 57' 58" E A DISTANCE OF 40.12 FEET; THENCE S 87° 31' 49" E A DISTANCE OF 19.80 FEET; THENCE S 56° 53' 59" E A DISTANCE OF 21.68 FEET; THENCE EAST A DISTANCE OF 19.94 FEET; THENCE N 76° 32' 53" E A DISTANCE OF 44.86 FEET; THENCE S 69° 57' 58" E A DISTANCE OF 40.12 FEET; THENCE S 87° 31' 49" E A DISTANCE OF 19.80 FEET; THENCE S 56° 53' 59" E A DISTANCE OF 21.68 FEET; THENCE EAST A DISTANCE OF 19.94 FEET; THENCE S 56° 22' 33" E A DISTANCE OF 25.92 FEET TO A POINT ON SOUTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG SAID SOUTH BOUNDARY S 89° 53' 55" W A DISTANCE OF 586.24 FEET TO THE POINT OF BEGINNING.
CONTAINING 1.97 ACRES, MORE OR LESS.

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2160.00'	08°52'11"	334.38'	334.05'	N 43°55'07" E

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 78°57'17" E	11.55'
L2	S 38°27'51" W	78.81'
L3	S 42°21'28" E	20.39'
L4	S 04°32'05" W	87.79'
L5	S 34°57'35" E	40.71'
L6	S 00°32'30" W	50.83'
L7	S 54°18'37" E	13.98'
L8	S 30°38'48" E	10.22'
L9	S 64°54'44" E	13.47'
L10	N 74°17'41" E	11.56'
L11	N 07°52'32" E	15.86'
L12	N 37°48'58" E	8.78'
L13	S 41°43'28" E	14.76'
L14	S 63°11'21" E	40.36'
L15	S 41°49'44" E	28.00'

LINE TABLE

LINE	BEARING	DISTANCE
L16	S 85°24'41" E	25.09'
L17	S 22°03'41" W	13.10'
L18	S 05°45'08" W	18.08'
L19	S 73°29'03" E	16.10'
L20	N 52°24'01" E	11.28'
L21	N 83°38'43" E	21.00'
L22	S 22°37'04" E	30.84'
L23	N 76°32'53" E	44.96'
L24	S 69°57'58" E	40.12'
L25	S 87°31'49" E	19.80'
L26	S 56°53'59" E	21.68'
L27	EAST	19.94'
L28	S 30°10'15" E	24.91'
L29	S 56°22'33" E	25.92'

Coastal Engineering Planning Surveying Environmental Construction Management
engineer/ing associates, inc.
866 Candlelight Boulevard - Brooksville - Florida 34601
(352) 766-6423 • Fax (352) 766-8359
EG-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

DRAWING INVALID UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL
MARCUS N. HALL, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 6278

SKETCH OF DESCRIPTION
PREPARED FOR AND CERTIFIED TO: DATE
CITY OF BROOKSVILLE 03-06-07
04415

EXHIBIT "C"

Deed

Prepared by and when
recorded mail to:
DONNA J. FELDMAN, P.A.
19321-C U.S. Highway 19 North
Suite 103
Clearwater, FL 33764

STATUTORY DEED

Parcel Tax ID# :
R33 422 19 0000 0510 0000
R33 422 19 0000 0370 0000

THIS DEED, made this _____ day of _____, 2008, by **Hernando County**, a political subdivision of the State of Florida, whose address is 20 N. Main Street, Room 460, Brooksville, Florida 34601, party of the first part, and the **City of Brooksville, Florida**, a Florida municipal corporation, whose address is 201 Howell Avenue, Brooksville, Florida 34601, party of the second part:

WITNESSETH that the said party of the first part, for and in consideration of the sum of Ten and 00/100 Dollars to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land lying and being in Hernando County, Florida:

That certain real property which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Property").

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

Karen Nicolai, Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

 KW 11/2/07

Assistant County Attorney

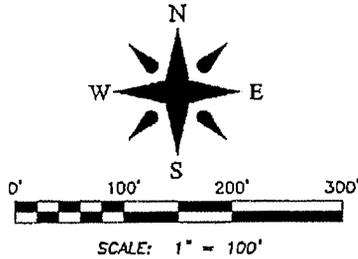
HERNANDO COUNTY,
a political subdivision of the
State of Florida

By: _____
Jeff Stabins, Chairman
Board of County Commissioners

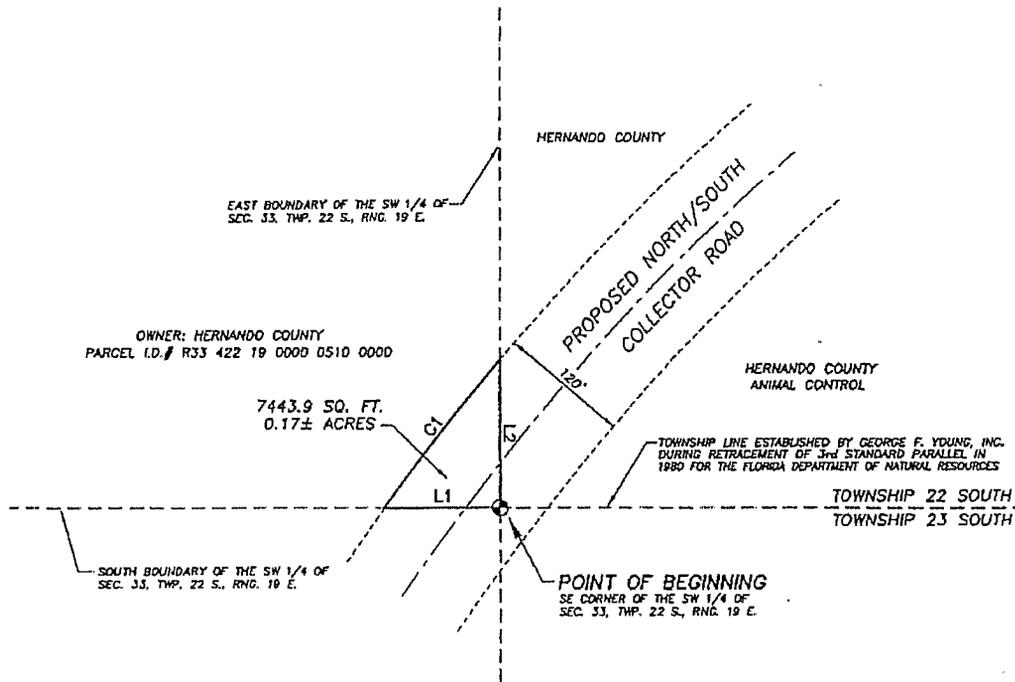
COMPOSITE EXHIBIT "A"

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY

SKETCH OF DESCRIPTION
* NOT A BOUNDARY SURVEY *



NOTE:
BEARINGS SHOWN HEREON BASED
ON THE FLORIDA STATE PLANE
COORDINATE SYSTEM, WEST ZONE



CURVE DATA

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2160.00'	04°34'51"	172.70'	172.65'	N 37°11'36" E

LINE DATA

LINE	BEARING	DISTANCE
L1	N 89°53'55" W	105.22'
L2	S 00°21'13" E	137.72'

DESCRIPTION (CREATED PER THIS SKETCH)

A PARCEL OF LAND LYING IN AND BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE ALONG THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4 A DISTANCE OF 105.22 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2160.00 FEET, A DELTA OF 04° 34' 51", A CHORD DISTANCE OF 172.65 FEET AND A CHORD BEARING OF N 37° 11' 36" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 172.70 FEET TO THE EAST BOUNDARY OF SAID SOUTHWEST 1/4; THENCE ALONG SAID EAST BOUNDARY S 00° 21' 13" E A DISTANCE OF 137.72 FEET TO THE POINT OF BEGINNING.

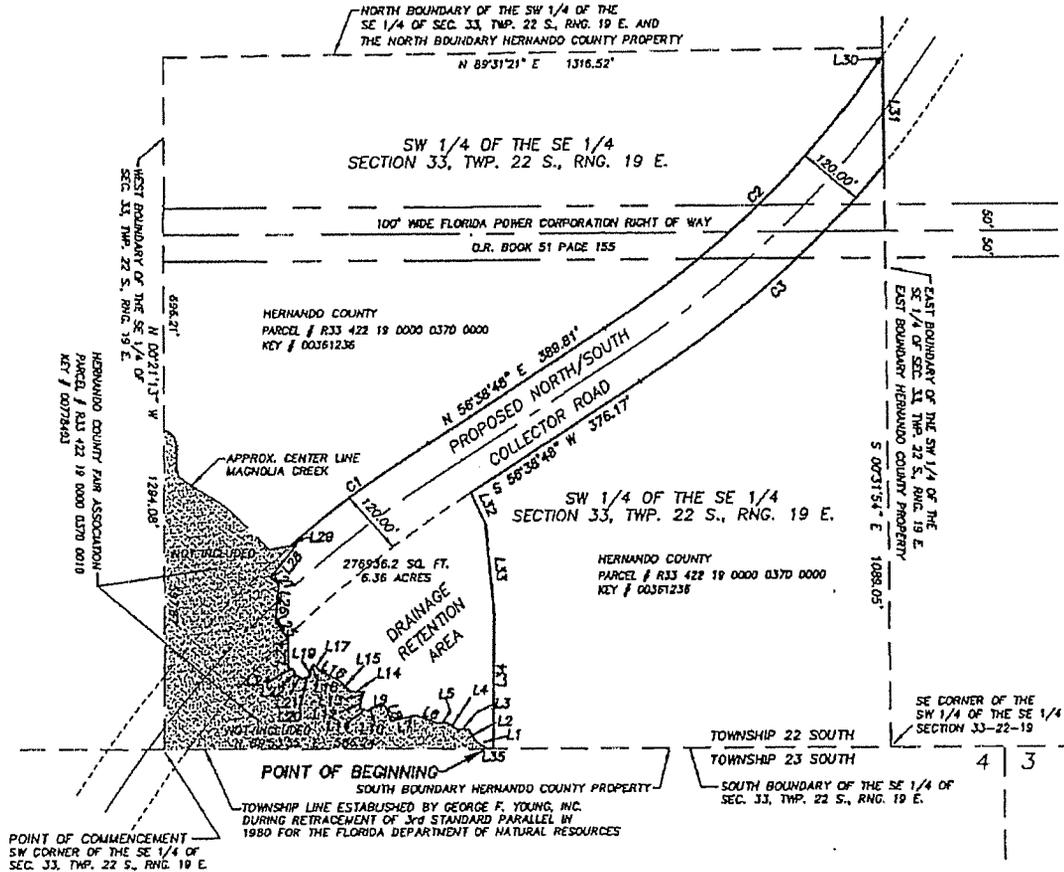
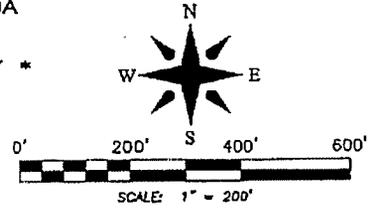
CONTAINING 0.17 ACRE, MORE OR LESS.

<p>166 Candlerlight Boulevard - Brooksville - Florida 34601 (352) 798-9423 - Fax (352) 799-8359 EB-0000142 FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200</p>	<p>DRAWING INVALID UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL</p> <p>MARCUS N. HALL, JR. PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NUMBER 6276</p>	SKETCH OF DESCRIPTION	
		<p>PREPARED FOR AND CERTIFIED TO:</p> <p>CITY OF BROOKSVILLE</p>	<p>DATE</p> <p>08-08-06</p> <p>04415</p>

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY, FLORIDA

SKETCH OF DESCRIPTION
* NOT A BOUNDARY SURVEY *

NOTES:
BEARINGS SHOWN HEREON BASED
ON THE FLORIDA STATE PLANE
COORDINATE SYSTEM, WEST ZONE
SEE SHEET 2 OF 2 FOR DESCRIPTION.



CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2160.00'	08°17'36"	312.65'	312.37'	N 52°30'00" E
C2	1749.94'	23°06'20"	705.77'	700.99'	N 45°05'34" E
C3	1869.94'	18°23'19"	600.15'	597.57'	S 47°27'08" W

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 56°22'33" W	25.92'
L2	N 30°10'15" W	24.91'
L3	WEST	19.94'
L4	N 56°53'50" W	21.68'
L5	N 87°31'49" W	19.60'
L6	N 69°57'55" W	40.12'
L7	S 76°32'53" W	44.95'
L8	N 22°37'04" W	30.84'
L9	S 83°36'43" W	21.00'
L10	S 62°24'01" W	11.28'
L11	N 75°29'03" W	16.10'
L12	N 05°45'08" E	18.08'
L13	N 22°03'41" E	13.10'
L14	N 85°24'41" W	25.09'
L15	N 41°48'44" W	28.00'
L16	N 63°19'21" W	40.36'
L17	N 41°43'26" W	14.76'
L18	S 37°48'56" W	8.76'

LINE TABLE

LINE	BEARING	DISTANCE
L19	S 07°52'32" W	15.96'
L20	S 74°17'41" W	11.56'
L21	N 64°54'44" W	13.47'
L22	N 30°38'48" W	10.22'
L23	N 54°18'37" W	13.98'
L24	N 00°32'30" E	50.83'
L25	N 34°57'36" W	40.71'
L26	N 04°32'08" E	67.79'
L27	N 42°21'29" W	20.39'
L28	N 38°27'51" E	76.81'
L29	S 78°57'17" W	11.55'
L30	N 33°32'20" E	14.22'
L31	S 09°31'54" E	202.89'
L32	S 24°17'20" E	63.81'
L33	S 05°24'31" E	168.27'
L34	S 00°06'18" W	249.33'
L35	N 68°53'55" W	12.29'

SHEET 1 OF 2

<p>990 Conestoght Boulevard - Brooksville - Florida 34601 (352) 798-0423 - Fax (352) 798-8359 ES-0000142 FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200</p>	<p>DRAWING INVALID UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL</p> <p>MARCUS H. HALL, JR. PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NUMBER 8378</p>	<p>SKETCH OF DESCRIPTION</p>	
		<p>PREPARED FOR AND CERTIFIED TO:</p> <p>CITY OF BROOKSVILLE</p>	<p>DATE</p> <p>03-08-07</p> <p>D4415</p>

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY, FLORIDA

SKETCH OF DESCRIPTION
* NOT A BOUNDARY SURVEY *

DESCRIPTION (CREATED PER THIS SKETCH)

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND ALSO BEING A PART OF A PROPOSED NORTH/SOUTH COLLECTOR ROAD, SAID PARCEL LYING NORTHEASTERLY OF MAGNOLIA CREEK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG THE SOUTH BOUNDARY OF SAID SOUTHEAST 1/4 N 89° 53' 55" E A DISTANCE OF 586.24 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE NORTHEASTERLY LINE OF MAGNOLIA CREEK; THENCE ALONG SAID NORTHEASTERLY LINE OF MAGNOLIA CREEK N 56° 22' 33" W A DISTANCE OF 25.92 FEET; THENCE N 30° 10' 15" W A DISTANCE OF 24.91 FEET; THENCE WEST A DISTANCE OF 10.94 FEET; THENCE N 56° 53' 59" W A DISTANCE OF 21.68 FEET; THENCE N 87° 31' 49" W A DISTANCE OF 19.60 FEET; THENCE N 69° 57' 56" W A DISTANCE OF 40.12 FEET; THENCE S 76° 32' 53" W A DISTANCE OF 44.86 FEET; THENCE N 22° 37' 04" W A DISTANCE OF 30.84 FEET; THENCE S 83° 36' 43" W A DISTANCE OF 21.00 FEET; THENCE S 52° 24' 01" W A DISTANCE OF 11.28 FEET; THENCE N 73° 29' 03" W A DISTANCE OF 18.10 FEET; THENCE N 05° 45' 08" E A DISTANCE OF 18.08 FEET; THENCE N 22° 03' 41" E A DISTANCE OF 13.10 FEET; THENCE N 85° 24' 41" W A DISTANCE OF 25.08 FEET; THENCE N 41° 49' 44" W A DISTANCE OF 29.00 FEET; THENCE N 63° 19' 21" W A DISTANCE OF 40.36 FEET; THENCE N 41° 43' 28" W A DISTANCE OF 14.78 FEET; THENCE S 37° 48' 58" W A DISTANCE OF 8.76 FEET; THENCE S 07° 52' 32" W A DISTANCE OF 15.96 FEET; THENCE S 74° 17' 41" W A DISTANCE OF 11.56 FEET; THENCE N 64° 54' 44" W A DISTANCE OF 13.47 FEET; THENCE N 30° 38' 48" W A DISTANCE OF 10.22 FEET; THENCE N 54° 18' 37" W A DISTANCE OF 13.98 FEET; THENCE N 00° 32' 30" E A DISTANCE OF 50.83 FEET; THENCE N 34° 57' 36" W A DISTANCE OF 40.71 FEET; THENCE N 04° 32' 06" E A DISTANCE OF 67.79 FEET; THENCE N 42° 21' 29" W A DISTANCE OF 20.39 FEET; THENCE N 38° 27' 51" E A DISTANCE OF 76.81 FEET; THENCE S 78° 57' 17" W A DISTANCE OF 11.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF A PROPOSED NORTH/SOUTH COLLECTOR ROAD, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2180.00 FEET, A DELTA OF 08° 17' 56", A CHORD DISTANCE OF 312.37 FEET AND A CHORD BEARING OF N 52° 30' 00" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 312.65 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE N 56° 38' 48" E A DISTANCE OF 389.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1749.94 FEET, A DELTA OF 23° 06' 29", A CHORD DISTANCE OF 700.99 FEET AND A CHORD BEARING OF N 45° 05' 34" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 705.77 FEET TO A POINT OF TANGENCY; THENCE N 33° 32' 20" E A DISTANCE OF 14.22 FEET TO THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG SAID EAST BOUNDARY S 00° 31' 54" E A DISTANCE OF 202.89 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF A PROPOSED NORTH/SOUTH COLLECTOR ROAD, SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1899.94 FEET, A DELTA OF 18° 23' 19", A CHORD DISTANCE OF 597.57 FEET AND A CHORD BEARING OF S 47° 27' 09" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 600.15 FEET TO A POINT OF TANGENCY; THENCE S 56° 38' 48" W A DISTANCE OF 376.17 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE S 24° 17' 20" E A DISTANCE OF 65.81 FEET; THENCE S 05° 24' 31" E A DISTANCE OF 168.27 FEET; THENCE S 00° 06' 16" W A DISTANCE OF 249.33 FEET TO THE SOUTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG SAID SOUTH BOUNDARY N 89° 53' 55" W A DISTANCE OF 12.29 FEET TO THE POINT OF BEGINNING, SUBJECT TO A 100 FOOT WIDE FLORIDA POWER CORPORATION RIGHT OF WAY AS RECORDED IN OFFICIAL RECORD BOOK 51, PAGE 155, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

CONTAINING 6.36 ACRES, MORE OR LESS.

SHEET 2 OF 2

 <p>806 Candalight Boulevard • Brooksville • Florida 34601 (352) 798-0423 • Fax (352) 799-0339 EB-0000142 FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7300</p>	<p>DRAWING UNLESS NOTED, DATED & SEALED BY REGISTERED PROFESSIONAL</p> <p>MARCUS R. HALL, JR. PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NUMBER 6276</p>	SKETCH OF DESCRIPTION	
		<p>PREPARED FOR AND CERTIFIED TO:</p> <p style="text-align: center;">CITY OF BROOKSVILLE</p>	<p>DATE</p> <p style="text-align: center;">03-06-07</p> <p style="text-align: center;">04415</p>

EXHIBIT "D"

Easement Agreement

Prepared by and when
recorded mail to:
DONNA J. FELDMAN, P.A.
19321-C U.S. Highway 19 North
Suite 103
Clearwater, FL 33764

Tax Parcel No: _____

**GRANT OF TEMPORARY INGRESS, EGRESS
AND CONSTRUCTION EASEMENT**

THIS GRANT OF TEMPORARY INGRESS, EGRESS AND CONSTRUCTION EASEMENT (“Grant”) is made this ____ day of _____, 2007, by and HERNANDO COUNTY, a political subdivision of the State of Florida, whose address is 20 Main Street, Brooksville, Florida 34601 (“Grantor”) in favor of the CITY OF BROOKSVILLE, FLORIDA, a Florida municipal corporation, whose address is 201 Howell Avenue, Brooksville, Florida 34601 (“Grantee”).

WITNESSETH:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, paid receipt of which is hereby acknowledged, does hereby grant unto Grantee, its successors and assigns, the following:

1. A non-exclusive, temporary easement (“Easement”) for construction, installation, operation and maintenance of a potable water main and associated fixtures, structures and appurtenances, over, under, across and through that certain real property as more particularly described in Exhibit “A” attached hereto (“Easement Area”), together with rights of ingress and egress thereto as may be required for purposes of exercising the easement rights granted hereby.

2. Grantee shall improve the Easement Area, if at all, at Grantee’s cost and expense, and Grantee shall maintain and repair the Easement Area and any improvements located therein at Grantee’s cost and expense. Any work performed by Grantee shall be performed in a good and workmanlike manner.

3. The Easement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors and/or assigns, subject to termination as set forth herein. The Easement shall terminate automatically, without joinder or consent of any party, upon recordation of a deed conveying the Easement Area in fee simple to Grantee.



4. To the extent permitted by law without waiver of sovereign immunity in tort, the Grantee agrees to hold Grantor harmless from any and all claims, costs or damages resulting from the Grantee's willful or negligent acts with respect to use of the Easement.

IN WITNESS WHEREOF, the undersigned has caused this Grant to be executed the day and date first above written.

ATTEST:

GRANTOR:

HERNANDO COUNTY,
a political subdivision of the
State of Florida

Karen Nicolai, Clerk

By: _____
Jeff Stabins, Chairperson
Board of County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

 KW 11/6/07

Assistant County Attorney

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by Jeff Stabins, as Chairperson, Board of County Commissioners of Hernando County, Florida, a political subdivision of the State of Florida. He is personally known to me or has produced _____ (type of identification) as identification.

Signature of Notary Public, State of Florida

Typed Name of Notary Public
Commission Expires _____

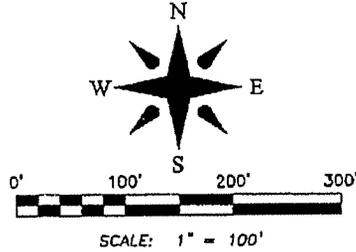
(SEAL)

EXHIBIT "A"
(Easement Area)

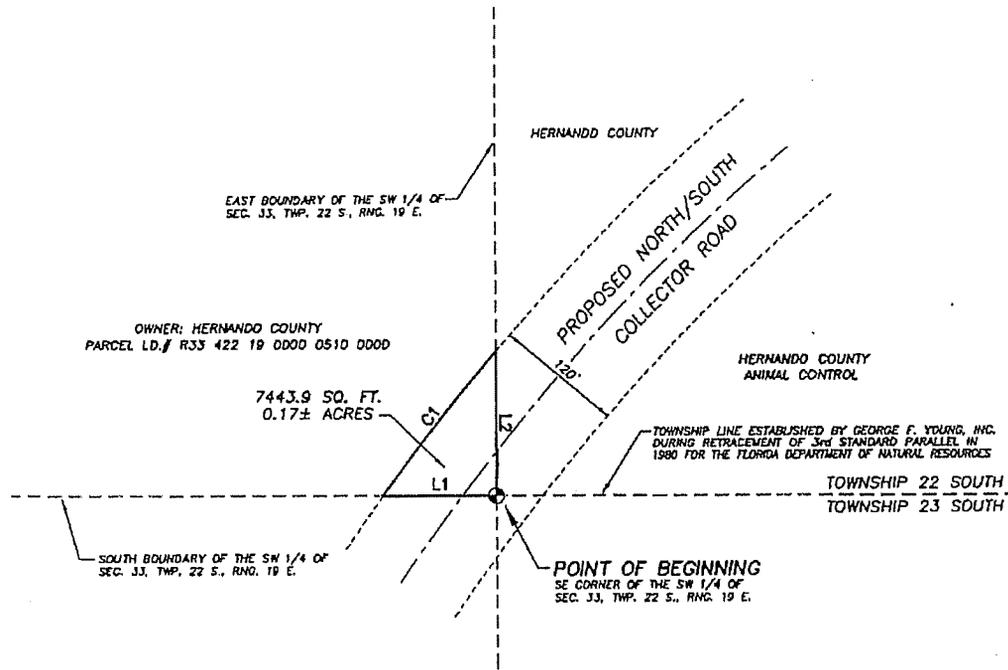
COMPOSITE EXHIBIT "A"

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY

SKETCH OF DESCRIPTION
* NOT A BOUNDARY SURVEY *



NOTE:
BEARINGS SHOWN HEREON BASED
ON THE FLORIDA STATE PLANE
COORDINATE SYSTEM, WEST ZONE



CURVE DATA

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2160.00'	04°34'51"	172.70'	172.65'	N 37°11'36" E

LINE DATA

LINE	BEARING	DISTANCE
L1	N 89°53'55" W	105.22'
L2	S 00°21'13" E	137.72'

DESCRIPTION (CREATED PER THIS SKETCH)

A PARCEL OF LAND LYING IN AND BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE ALONG THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4 N 89° 53' 55" W A DISTANCE OF 105.22 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2160.00 FEET, A DELTA OF 04° 34' 51"; A CHORD DISTANCE OF 172.65 FEET AND A CHORD BEARING OF N 37° 11' 36" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 172.70 FEET TO THE EAST BOUNDARY OF SAID SOUTHWEST 1/4; THENCE ALONG SAID EAST BOUNDARY S 00° 21' 13" E A DISTANCE OF 137.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.17 ACRE, MORE OR LESS.

Coastal Engineering
Planning
Surveying
Environmental
Construction Management
engineering associates, inc.
666 Condon Blvd - Brooksville - Florida 34601
(352) 798-9423 - Fax (352) 798-8359
EG-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

DRAWING SHALL UNLESS NOTED, DATED
& SEALED BY REGISTERED PROFESSIONAL

MARCUS M. HALL, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 8276

SKETCH OF DESCRIPTION

PREPARED FOR AND CERTIFIED TO:

CITY OF BROOKSVILLE

DATE

08-08-08

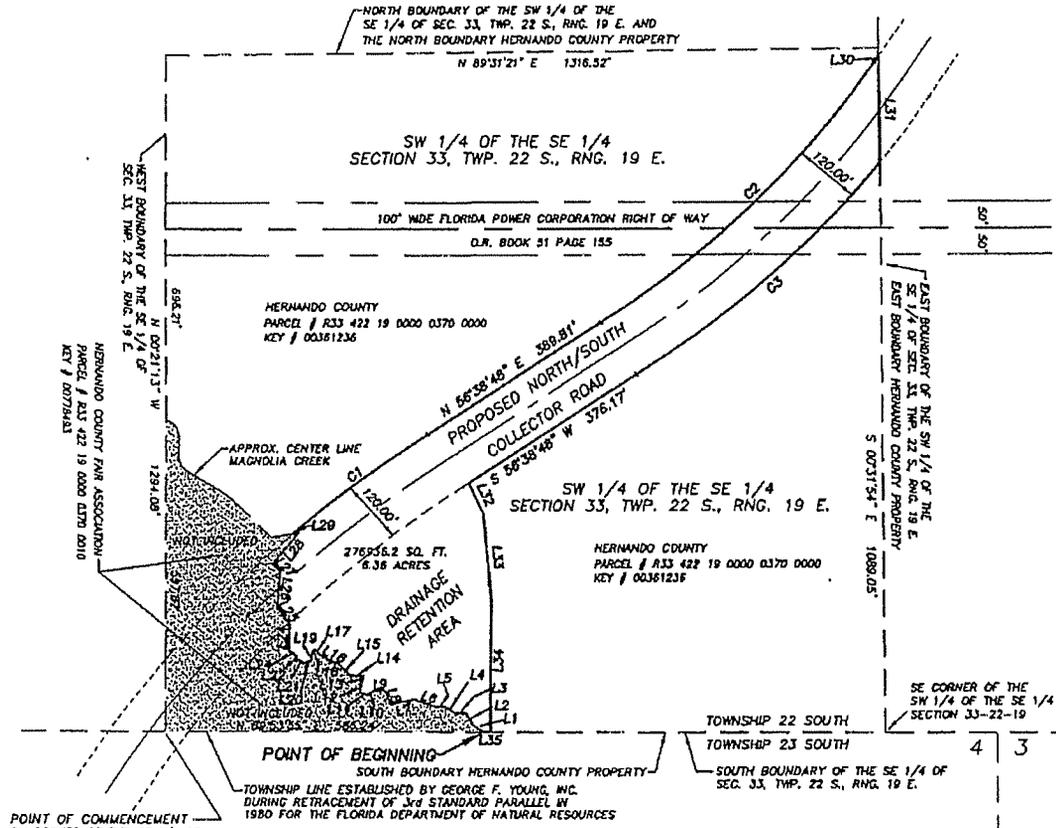
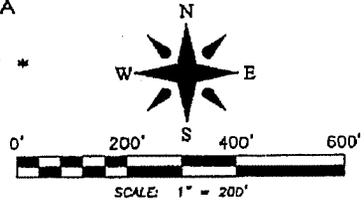
04415

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY, FLORIDA

SKETCH OF DESCRIPTION
* NOT A BOUNDARY SURVEY *

NOTES:

BEARINGS SHOWN HEREON BASED
ON THE FLORIDA STATE PLANE
COORDINATE SYSTEM, WEST ZONE
SEE SHEET 2 OF 2 FOR DESCRIPTION.



CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2160.00'	08°17'38"	312.65'	312.37'	N 52°30'00" E
C2	1748.84'	23°06'29"	705.77'	700.99'	N 45°05'34" E
C3	1868.94'	18°23'18"	600.15'	597.57'	S 47°27'09" W

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 56°22'33" W	25.82'
L2	N 30°10'15" W	24.91'
L3	WEST	19.94'
L4	N 56°53'56" W	21.69'
L5	N 87°31'49" W	19.60'
L6	N 69°57'56" W	40.12'
L7	S 76°32'53" W	44.98'
L8	N 22°37'04" W	30.84'
L9	S 83°36'43" W	21.00'
L10	S 52°24'01" W	11.28'
L11	N 73°29'03" W	16.10'
L12	N 09°45'08" E	18.09'
L13	N 22°03'41" E	13.10'
L14	N 85°24'41" W	25.09'
L15	N 41°49'24" W	28.00'
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L17	N 41°43'28" W	14.76'
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L30	N 33°32'20" E	14.22'
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L32	S 24°17'20" E	65.81'
L33	S 05°24'31" E	188.27'
L34	S 00°06'18" W	249.33'
L35	N 09°53'55" W	12.29'

SHEET 1 OF 2

Coastal Engineering
Planning
Surveying
Environmental
Construction Management
Engineering Associates, Inc.
968 Candlelight Boulevard - Brooksville - Florida 34801
(352) 796-9423 - Fax (352) 798-8359
EB-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

DRAWING UNLAWFUL UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL

MARCUS N. HALL, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 8378

SKETCH OF DESCRIPTION
PREPARED FOR AND CERTIFIED TO: CITY OF BROOKSVILLE
DATE: 03-08-07
D4415

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY, FLORIDA

SKETCH OF DESCRIPTION
* NOT A BOUNDARY SURVEY *

DESCRIPTION (CREATED PER THIS SKETCH)

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTION 33, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND ALSO BEING A PART OF A PROPOSED NORTH/SOUTH COLLECTOR ROAD, SAID PARCEL LYING NORTHEASTERLY OF MAGNOLIA CREEK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG THE SOUTH BOUNDARY OF SAID SOUTHEAST 1/4 N 89° 53' 55" E A DISTANCE OF 586.24 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE NORTHEASTERLY LINE OF MAGNOLIA CREEK; THENCE ALONG SAID NORTHEASTERLY LINE OF MAGNOLIA CREEK N 56° 22' 33" W A DISTANCE OF 25.92 FEET; THENCE N 30° 10' 15" W A DISTANCE OF 24.01 FEET; THENCE WEST A DISTANCE OF 19.94 FEET; THENCE N 56° 53' 59" W A DISTANCE OF 21.58 FEET; THENCE N 87° 31' 49" W A DISTANCE OF 19.60 FEET; THENCE N 68° 57' 56" W A DISTANCE OF 40.12 FEET; THENCE S 76° 32' 53" W A DISTANCE OF 44.06 FEET; THENCE N 22° 37' 04" W A DISTANCE OF 30.84 FEET; THENCE S 83° 36' 43" W A DISTANCE OF 21.00 FEET; THENCE S 52° 24' 01" W A DISTANCE OF 11.28 FEET; THENCE N 73° 29' 03" W A DISTANCE OF 16.10 FEET; THENCE N 05° 45' 08" E A DISTANCE OF 18.08 FEET; THENCE N 22° 03' 41" E A DISTANCE OF 13.10 FEET; THENCE N 85° 24' 41" W A DISTANCE OF 25.09 FEET; THENCE N 41° 49' 44" W A DISTANCE OF 28.00 FEET; THENCE N 63° 19' 21" W A DISTANCE OF 40.36 FEET; THENCE N 41° 43' 26" W A DISTANCE OF 14.76 FEET; THENCE S 37° 48' 56" W A DISTANCE OF 8.76 FEET; THENCE S 07° 52' 32" W A DISTANCE OF 15.96 FEET; THENCE S 74° 17' 41" W A DISTANCE OF 11.56 FEET; THENCE N 64° 54' 44" W A DISTANCE OF 13.47 FEET; THENCE N 30° 38' 48" W A DISTANCE OF 10.22 FEET; THENCE N 54° 18' 37" W A DISTANCE OF 13.98 FEET; THENCE N 00° 32' 30" E A DISTANCE OF 50.83 FEET; THENCE N 34° 57' 36" W A DISTANCE OF 40.71 FEET; THENCE N 04° 32' 06" E A DISTANCE OF 67.70 FEET; THENCE N 42° 21' 29" W A DISTANCE OF 20.39 FEET; THENCE N 38° 27' 51" E A DISTANCE OF 76.81 FEET; THENCE S 78° 57' 17" W A DISTANCE OF 11.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF A PROPOSED NORTH/SOUTH COLLECTOR ROAD, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2180.00 FEET, A DELTA OF 08° 17' 36", A CHORD DISTANCE OF 312.37 FEET AND A CHORD BEARING OF N 52° 30' 00" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 312.65 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE N 56° 38' 48" E A DISTANCE OF 389.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1749.94 FEET, A DELTA OF 23° 06' 29", A CHORD DISTANCE OF 700.89 FEET AND A CHORD BEARING OF N 45° 05' 34" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 705.77 FEET TO A POINT OF TANGENCY; THENCE N 33° 32' 20" E A DISTANCE OF 14.22 FEET TO THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG SAID EAST BOUNDARY S 00° 31' 54" E A DISTANCE OF 202.80 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF A PROPOSED NORTH/SOUTH COLLECTOR ROAD, SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1889.94 FEET, A DELTA OF 18° 23' 19", A CHORD DISTANCE OF 597.57 FEET AND A CHORD BEARING OF S 47° 27' 09" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 600.15 FEET TO A POINT OF TANGENCY; THENCE S 56° 38' 48" W A DISTANCE OF 376.17 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE S 24° 17' 20" E A DISTANCE OF 65.81 FEET; THENCE S 05° 24' 31" E A DISTANCE OF 168.27 FEET; THENCE S 00° 06' 16" W A DISTANCE OF 249.33 FEET TO THE SOUTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG SAID SOUTH BOUNDARY N 89° 53' 55" W A DISTANCE OF 12.29 FEET TO THE POINT OF BEGINNING. SUBJECT TO A 100 FOOT WIDE FLORIDA POWER CORPORATION RIGHT OF WAY AS RECORDED IN OFFICIAL RECORD BOOK 51, PAGE 155, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

CONTAINING 6.36 ACRES, MORE OR LESS.

SHEET 2 OF 2

 <p>088 Candalight Boulevard • Brooksville • Florida 34601 (352) 796-0423 • Fax (352) 799-8359 ED-000142 FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200</p>	<p>DRAWING SHALL UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL</p> <p>MARCUS H. HALL, JR. PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NUMBER 6276</p>	SKETCH OF DESCRIPTION	
		PREPARED FOR AND CERTIFIED TO:	DATE
CITY OF BROOKSVILLE			03-08-07
			04415

Attachment 2

**SR50-US41 CONNECTOR ROAD
IMPLEMENTATION AGREEMENT
(City-County)**

THIS SR50-US41 CONNECTOR ROAD IMPLEMENTATION AGREEMENT (City-County) (“**Agreement**”) is made and entered into as of November ____, 2007, by and between the CITY OF BROOKSVILLE, a Florida municipal corporation, through its City Council (“**City**”), and HERNANDO COUNTY, a subdivision of the State of Florida, through its Board of County Commissioners (“**County**”), with reference to the following facts:

WHEREAS, on November 12, 2003, the City and the County entered into that certain Supplemental Interlocal Agreement Regarding the Hampton Ridge 1,600 Acre Tract (“**Supplemental Interlocal Agreement**”), providing, in part, for coordination between the City and the County with regard to the acquisition of right-of-way for the north-south segment of the roadway connecting State Road 50 (“**SR 50**”) and U.S. Highway 41 (“**US 41**”) (commonly referred to as the “**SR50-US41 Connector**”); and

WHEREAS, Section 1.7 of the Supplemental Interlocal Agreement provides, in pertinent part, as follows:

“Once the City has acquired or contracted for all of the right-of-way for the N-S segment of the SR 50-US 41 Connector Roadway, except for the right-of-way across the Hernando County parcel east of the Fairgrounds, the City shall advise the County in writing that it has said right-of-way. Immediately thereafter, the County shall convey to the City, at fair market value, title to the right-of-way for that portion of the SR 50-US 41 Connector Road segment crossing their property.”; and

WHEREAS, the City has previously notified the County that the City has acquired or contracted for all of the right-of-way for the SR50-US41 Connector, except for the right-of-way across lands owned by the County, which parcel is more particularly described in **Exhibit “A”** (“**County Property**”), and lands owned by the Hernando County Fair Association, Inc., a Florida not-for-profit corporation (“**Fair Association**”), which parcel of real property is more particularly described in **Exhibit “B”** (“**Fair Association Property**”); and

WHEREAS, the City has obtained and provided to the County and the Fair Association fair market value appraisals, in the form of Summary Appraisal Reports, each dated March 9, 2007, prepared by American Acquisition Group, LLC, through K. Mitchell Caldwell, MAI (each an “**Appraisal**”); and

WHEREAS, the fair market appraised value of the County Property, including cost-to-cure compensation, is \$1,120,825.00; and

WHEREAS, the City and the County desire to further implement Section 1.7 of the Supplemental Interlocal Agreement, providing for the conveyance of the County Property by the

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County to the City, and the City's payment to the County of the fair market value of the County Property as established by the Appraisal; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Chapters 125, 163 and 166, Florida Statutes.

NOW, THEREFORE, for good and valuable consideration, as set forth in this Agreement and performance of the covenants and agreements of the parties as set forth herein, the City and County agree as follows:

1. Recitals; Exhibits. The foregoing recitals are true and correct and, together with all exhibits attached hereto, are hereby incorporated into this Agreement by this reference.

2. Acceptance of Appraisal. By its execution of this Agreement, the County hereby approves and accepts the Appraisal, and agrees to accept the sum of \$1,120,825.00 as the fair market value, including cost-to-cure compensation, for the County Property ("**Acquisition Price**").

3. Security for Performance. As security for the City's agreement to pay the Acquisition Price to the County, the City shall cause a bond or letter of credit, in a form reasonably acceptable to the City and the County, to be delivered to the County, naming the County as beneficiary thereof, in the amount of the Acquisition Price ("**Security**"). The City shall cause the Security to be delivered to the County within thirty (30) days after the Effective Date (defined in Paragraph 17 below) of this Agreement. The County shall release the Security to the City, or the provider thereof, at the Closing (defined in Paragraph 5 below).

4. Title; Survey. The City shall have the right to obtain a title insurance policy and boundary survey in connection with the City's acquisition of the County Property. The City shall obtain such title insurance policy and survey at no cost or expense to the County, except as may be required for the County to cure or satisfy any title or survey matters which the City deems to be title or survey defects upon the City's review of a title insurance commitment for the issuance of such title insurance policy and the boundary survey. The County, at the County's cost and expense, shall cure any monetary liens and encumbrances, any gaps, gores, overlaps or physical encroachments onto or off of the County Property, and any matters which render title unmarketable. Without limiting the generality of the foregoing, the County shall in good faith using its best efforts seek to cause the existing lease in favor of the Hernando County Fair Association, Inc., recorded in O. R. Book 555, Page 520 of the Public Records of Hernando County, Florida ("**Lease**"), to be, partially released or terminated prior to or at Closing, such that the County Property is conveyed to the City free and clear of the Lease. The Lease shall be deemed a title defect which must be cured prior to or at closing.

Deleted: amended
Deleted: Failure to cause such amendment, partial release, or termination shall not render title unmarketable

5. Closing. The County shall convey the County Property to the City, and the City shall pay the Acquisition Price to the County within fifteen (15) days after the County obtains the release, termination or of the Lease, such that the County Property is conveyed to the City free and clear of the Lease or such earlier date as may be elected by the City, in its sole discretion, by delivering written notice thereof to the County identifying a date no sooner than ten (10) business days after the date of such notice. The date on which the Closing occurs shall be

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referred to herein as the “**Closing Date**”. The Closing shall be handled through Donna J. Feldman, P.A., acting as Escrow Agent for the transaction (“**Escrow Agent**”). At least one (1) business day prior to the Closing Date, the parties shall deliver the following to Escrow Agent:

(a) The County shall deliver a deed in the form of **Exhibit “C”** attached hereto (“**Deed**”), fully executed and notarized, and in recordable form, together with an applicable Form DR-219;

(b) The City shall deliver or cause to be delivered the Acquisition Price by wire transfer of readily available funds;

(c) Each party shall deliver evidence of its authority to consummate the transaction, in the form of a duly adopted resolution of its governing body;

(d) Each party shall deliver an executed counterpart of a closing statement prepared by Escrow Agent; and

(e) Each party shall deliver such other documents as may be reasonably requested by either party or the Escrow Agent to consummate the transaction.

Upon the Escrow Agent’s receipt of the foregoing deliveries, the Escrow Agent is authorized to deliver the Acquisition Price to the County, deliver the Deed to the Clerk of Hernando County for recording in the Public Records of Hernando County (“**Public Records**”), and deliver any other documents to the appropriate parties, as applicable.

6. Water Main Easement. The City desires to expedite the construction and installation of a potable water main within the County Property providing a connection to the City’s potable water system. Within ten (10) days after the County receives the Security, the County shall grant to the City a temporary, non-exclusive easement for construction, installation, operation and maintenance of the water main and associated fixtures and appurtenances, together with rights of ingress and egress as reasonably necessary to accomplish the purpose of such easement, by delivering to the City the duly executed and notarized original of the easement agreement attached hereto as **Exhibit “D”** (“**Easement Agreement**”). The Easement Agreement shall terminate automatically upon recordation of the Deed in the Public Records. Upon the City’s receipt of the Easement Agreement, the City shall be entitled to record the same in the Public Records, and to cause construction to be commenced with respect to the City’s potable water main in accordance with plans and specifications therefor as approved by the City. The County acknowledges and agrees that such water main, and associated fixtures and appurtenance, shall constitute the property of the City, and the County shall have no rights or entitlements thereto. To the extent permitted by law without waiver of sovereign immunity in tort, the City agrees to hold the County harmless from any and all claims, costs, or damages resulting from the City’s willful or negligent acts with respect to use of this easement.

7. Risk of Loss. The County shall bear all risk of loss associated with the County Property until the delivery of the Deed. The City shall bear all risk of loss associated with any improvements made to the County Property by the City pursuant to the Easement Agreement.

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8. Default; Resolution of Disputes. In the event of any default by either the City or the County to timely and fully satisfy its obligations under this Agreement, then the non-defaulting party shall have all rights and remedies available at law and in equity to enforce the same. If the parties fail to resolve any conflicts related to issues covered in this Agreement, such dispute shall be resolved in accordance with governmental conflict resolution procedures by submitting to non-binding mediation under Chapter 164, Florida Statutes; provided, however, that the parties' agreement to pay liquidated damages as provided above shall not require nor be subject to such dispute resolution process. All disputes shall be governed by the laws of Florida, and venue of any dispute shall be in Hernando County.

9. Construction of Agreement. Both parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship.

10. Time. Time is of the essence in this Agreement with regard to all acts and dates imposed on the parties hereto. All time periods and deadlines set forth in this Agreement shall be calculated in calendar days, unless business days are expressly stated. In the event that the date upon which any duties or obligations hereunder are to be performed, or the exercise of any option or right or any deadline hereunder shall occur or be required to occur, shall be a Saturday, Sunday or holiday on which banks in the State of Florida are closed, then, in such event, the due date for performance of any duty or obligation or the exercise of any option or right shall thereupon be automatically extended to the next succeeding business day. All deadlines and time periods shall be deemed to expire or occur, as applicable, at 5:00p.m. Eastern Time unless otherwise expressly stated herein.

11. Notice. Whenever one (1) party gives notice to the other party concerning any of the provisions of this Agreement, such notice shall be given by facsimile followed by U.S. Mail, or by certified mail, return receipt requested. Said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows: (a) to the City at 201 Howell Avenue, Brooksville, Florida 34601, Attention: City Manager, Facsimile: (352) 544-5424, with a copy to the City Attorney; (b) to the County at 20 N. Main Street, Room 460, Brooksville, Florida 34601, Attention: _____, Facsimile: _____; and (c) to Escrow Agent at 19321-C U.S. Highway 19 North, Suite 103, Clearwater, Florida 33764, Attention: Donna J. Feldman, Esq., Facsimile: (727) 536-7270. These addresses may be changed by giving notice as provided for in this paragraph.

12. Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

13. Amendments; Entire Agreement. This Agreement may only be amended by written consent of both parties hereto. This Agreement, together with the Supplemental

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Interlocal Agreement, constitutes the entire understanding between the parties with respect to the specific subject matter set forth herein.

14. Severability. If any provision of this Agreement is declared unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall remain in full force and effect, and shall be construed, as closely as possible, as if such unenforceable provision were not included herein.

15. Escrow Agent. The payment of all funds provided hereunder and the delivery of all documents to the Escrow Agent is for the accommodation of the parties to this Agreement. The duties of the Escrow Agent shall be determined solely by the express provisions of this Agreement. Escrow Agent shall deliver the funds and documents held by Escrow Agent as required by the terms of this Agreement. In the event Escrow Agent receives a written demand from either party other than in strict accordance with the terms of this Agreement, then Escrow Agent shall give written notice to the other party of such demand and of Escrow Agent's intention to comply therewith. If Escrow Agent does not receive a written objection within five (5) days after delivery of such notice, then Escrow Agent is hereby authorized to comply with the instructions so received. If, however, Escrow Agent receives written objection from the other party within such 5-day period, then Escrow Agent shall continue to hold the funds and/or documents until otherwise directed by joint written instructions from the parties, or until a final judgment of an appropriate court is issued. The parties authorize Escrow Agent, without creating any obligation on the part of Escrow Agent, in the event this Agreement, the funds or the documents become involved in litigation, to deliver the same to the clerk of the court in which the litigation is pending and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned also authorize Escrow Agent, if it is threatened with litigation or if in doubt as to Escrow Agent's duties, to interplead all interested parties in any court of competent jurisdiction and to deliver the funds and/or documents with the clerk of the court and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder. Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its own willful misconduct or gross negligence. Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given. This provision shall survive the Closing and any termination of this Agreement.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, but all of which shall together constitute one and the same instrument.

17. Effective Date. This Agreement shall take effect on the last date on which the City or the County executes this Agreement ("**Effective Date**").

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[Signatures on following pages.]

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10008443016

IN WITNESS WHEREOF, this Agreement has been executed as of the date indicated below next to each party's signature.

ATTEST:

CITY OF BROOKSVILLE,
a Florida municipal corporation

Karen Phillips
City Clerk

By: _____
David Pugh, Mayor
City Council

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Thomas S. Hogan, Jr.
City Attorney

ATTEST:

HERNANDO COUNTY,
a subdivision of the State of Florida

Karen Nicolai
County Clerk

By: _____
Jeff Stabins, Chairman
Board of County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Kent Weissenger
Assistant County Attorney

WITNESSES:

JOINED IN BY ESCROW AGENT:

DONNA J. FELDMAN, P.A.

By: _____
Donna J. Feldman, President

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EXHIBIT "A"

County Property

EXHIBIT "B"

Fair Association Property

EXHIBIT "C"

Deed

EXHIBIT "D"

Easement Agreement

City of Brooksville MEMORANDUM



To: Honorable Mayor and City Council Members

Via: T. Jennene Norman-Vacha, City Manager

From: Karen M. Phillips, Director of Administration/City Clerk 

Subject: Appointments on City Council Representatives on various City Boards, Intergovernmental Agencies or Outside Organizations

Date: November 13, 2007

Annually City Council appoints or ratifies Council Member Representation on various City Boards, Intergovernmental Agencies or Outside Organizations for the upcoming fiscal year.

Attached is a list of the current Board Representations, notating the current Member Representative. We have attempted to reflect the usual meeting date, time and place as it was known to staff but there may be some modifications once the Council Representative communicates with the respective board or agency (please let staff know of any subsequent changes or corrections so that we can amend future lists).

Please review this list and determine which boards or agencies you may be able to sit on for appointment by City Council. If you have any questions or need additional information, please contact this office.

**OUTSIDE AGENCIES, BOARDS AND COMMITTEES APPOINTED BY COUNCIL
MEETING DATES & TIMES**

External Boards/Committees

Anti-Drug Coalition

7074 Grove Road. (Harbor Behavior Ctr.)
'Theresa' ("Cenaps Corp." 596-8000)
hernandoantidrug.org
Richard E. Lewis, Council Member

Last Wed. of ea. month @ 3:30pm.

Brooksville Business Alliance

Attn: Sallie Petrie
P.O. Box 313
Brooksville, FL 34605
Lara Bradburn, Council Member
David Pugh, Mayor, Alternate

2nd Thurs. of each month at 5:30
p.m. at Rising Sun Café

Children's Advocacy Center/Community Alliance

880 Kennedy Blvd. (POB 896)
(Janice Roy 754-8809)
Frankie Burnett, Vice Mayor

2nd Thurs. Every other month.
(2/8/07 first mtg.) 10:30 a.m.
Mid-Florida Services Building.

**Committee Against Assaults on Law Enforcement
Officers**

(Mickey Cook 797-9102)
No current representative

2008 - 1st Wednesdays of:
Jan/Mar/May/June/Oct/Nov
at Christ Lutheran Church
475 North Avenue from 5-6:00 p.m.
(*Except January 9 Annual Workshop
from 5-7:00 p.m.*)

Elder Affairs

Dianna Cox
20 N. Main St., 4th FL
Brooksville, FL 34601
Richard E. Lewis, Council Member

Meets every other month 4th Mon.
starting in January at the
Courthouse - BOCC 4th Floor
Conference Room/10 am

Florida League of Cities, Inc.

Fiscal Stewardship Legislative Council
Rene Flowers, President
301 S. Bronough St. Suite 300
P O Box 1757
Tallahassee FL 32302-1757
850 222 9684 (fax 850 222 3806)
www.flcities.com
David Pugh, Mayor

Usually every third Friday.
(Orlando) From 10-3:00

Heart of Florida League

Councilman Charles Grant (interim)-City of Dunnellon
352 465 8500/352 465 4555
David Pugh, Mayor
T. Jennene Norman-Vacha, City Manager, Alternate

INACTIVE AT PRESENT

Hernando County Fair Association, Inc.

6436 Broad Street
Brooksville, FL 34601
Joy Jackson 352 796 4552
Mailing Address: P.O. Box 10456, Brooksville, FL 34605
Joe Bernardini, Council Member

Usually 2nd Thurs. of each month
6:00 p.m. at Fairgrounds

Juvenile Justice Council
Richard E. Lewis, Council Member

ON HIATUS AT THIS TIME

Metropolitan Planning Organization
20 N. Main Street, Room 262
Brooksville, FL 34601
David Pugh, Mayor
Joe Bernardini, Alternate

1st Thurs. of each month at.
9:00 a.m. at Board of County
Commissioners Chambers

Sheriff's Department/City Community Board
Attn: Sheriff Nugent/Capt. Mike Owens
P.O. Box 10070
Brooksville, FL 34601
Frankie Burnett, Vice Mayor

INACTIVE AT PRESENT

Suncoast League of Cities
Hope Potter
hpotter@cas.usf.edu
4202 E. Fowler Ave., CHE 205
Tampa, FL 33620-5250
813 974 1317 (fax 813 974 2819)
David Pugh, Mayor,
Frankie Burnett, Vice Mayor, Alternate

3rd Saturday of every other month
at alternating locations at
10am; May - Mini conference

Take Stock in Children
Pasco-Hernando Community College
Attn: Eva Davis
11415 Ponce de Leon Blvd.
Brooksville, FL 34601
Frankie Burnett, Vice Mayor

Held quarterly on the 1st Wed of
the designated month at North
Campus at 5:30 p.m.
(Will email 2007 dates)

Tourist Development Council
26 S. Brooksville Avenue
Brooksville, FL 34601
Lara Bradburn, Co-Council Member
Richard E. Lewis, Co-Council Member

4th Thurs. of each month at
3:00 p.m. at I-75 Best Western
Tourist Development Office

Withlacoochee Regional Planning Council
1241 SW 10th Street
Ocala, FL 34474-2798

David Pugh, Mayor

3rd Thurs. of each month in
Ocala, Executive Board
6:30 p.m., Full Board 7:00
p.m.

Withlacoochee Regional Water Supply Authority
P.O. Drawer 190
Tallahassee, FL 32302
Joe Bernardini, Council Member
**Travel & Per Diem reimbursed by WRWSA to Member

3rd Wed. of each month at
4:30 p.m. held in alternating
places (Ocala, Hernando, Citrus
and Sumter)

Youth and Family Alternatives
Gloria Gorby 727-835-1635 x304
18377 Clinton Boulevard
Brooksville, FL 34601
Frankie Burnett, Vice Mayor

3rd Mon., Bi-monthly at 5:30pm
(Starting 1/10/07)

City Boards/Committees - Non-Council Representatives

Brooksville Housing Authority	3 rd Tuesday of each month at 6:00 p.m. at City Hall
Firefighter's Pension Trust Fund Board of Trustees	Required to meet Quarterly, but no set date or time. Held more frequently if needed in Council Chambers
Police Pension Trust Fund Board of Trustees	Required to meet Quarterly, at 6:30 p.m. in Council Chambers
Personnel Advisory Board	Quarterly in Council Chambers No set date or time.
Planning and Zoning Commission	2 nd Wed. of each month at 6:30 p.m. in Council Chambers

City Boards/Committees

Good Neighbor Trail Advisory Committee Lara Bradburn, Council Member	INACTIVE AT PRESENT
Parks & Recreation Advisory Board David Pugh, Mayor	Thursdays OR when needed in Council Chambers
Beautification Board Joe Bernardini, Council Member	2 nd Tues. of each month at 5:30 p.m. in Council Chambers
Brooksville Cemetery Advisory Committee Richard E. Lewis, Council Member	Quarterly in Council Chambers No set date or time
CDBG Citizens Task Force Frankie Burnett, Vice Mayor	INACTIVE AT PRESENT

MICHAEL R. MOEHLMAN
EXECUTIVE DIRECTOR

1241 S.W. 10th Street
OCALA, FLORIDA 34471-0323

Telephone 352-732-1315
FAX 352-732-1319
email: mailbox@wrpc.cc
http://www.wrpc.cc



OFFICERS
VICKI PHILLIPS
CHAIR
RONALD ALLEN
VICE - CHAIRMAN

November 9, 2007

The Honorable Mayor David Pugh
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

Dear Mayor Pugh:

It is necessary for municipal officials within your County to select one elected official to represent the municipalities of your county on the **Withlacoochee Regional Planning Council** for a term beginning December 13, 2007 and ending on December 10, 2008.

Your current representative is Mayor David Pugh of the City of Brooksville.

You need to contact other municipalities and towns in your County to select a representative for the coming year. An appointment needs to be made as soon as possible, as new appointments are eligible to be sworn in at the December 13, 2007 Annual Meeting.

When you have agreed on an individual, please send the name of your representative.

If you have any further questions, please contact me.

Sincerely,

Michael R. Moehlman
Executive Director

MRM:gh

cc: City of Weeki Wachee

ARTICLE I. CREATION AND POWERS

Sec. 1.01. Purpose.

We, the people of the City of Brooksville, Florida, desiring to avail ourselves of the right to establish a home rule charter form of government, do ordain and establish, in accordance with the constitution and laws of the State of Florida, this organic structure of government for the City of Brooksville, Florida.

Sec. 1.02. Corporate limits.

The following area shall constitute the corporate limits:

[The boundary description for the City of Brooksville is not printed herein but is on file in the city clerk's office.]

The corporate limits may be increased or contracted as provided by law.

Sec. 1.03. Powers.

The city shall have all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, and it may exercise any power for municipal purposes except when expressly prohibited by law. All extraterritorial powers and jurisdiction, powers of taxation and powers to impose and enforce liens which the city now has are preserved.

The powers of the city shall be construed liberally in favor of the city, limited only by the Constitution of the State of Florida, general law and specific limitations contained herein. Special acts pertaining to the jurisdiction and exercise of powers by this city shall be considered amendments to this charter and, pursuant to the provisions adopted for incorporation of other charter amendments, shall be incorporated as official amendments to the charter.

ARTICLE II. LEGISLATIVE

Sec. 2.01. City council; powers and composition.

There shall be a city council with all legislative powers of the city vested therein, consisting of five (5) members, who shall be electors of the city, elected by the electors of the city.

Sec. 2.02. Qualifications of city council members; term of office.

(1) Any elector who has continuously resided in the City of Brooksville for at least one (1) year, immediately prior to qualifying, shall be eligible to hold the office of city council member.

(2) Members shall be elected for a four-year term. Consecutive terms shall be limited to two (2), full, four (4) year terms with a minimum of a one-year period of time out of office before being allowed to run for council subsequently. (Res. No. 90-13, § 1, 10-15-1990; Ord. No. 287-B, 9-11-1995)

Editor's note—The requirement for a candidate to be a real property owner was editorially deleted as it is of doubtful constitutionality.

Sec. 2.03. Mayor; vice-mayor.

The council shall elect from among its members a mayor and a vice-mayor. Election of the mayor and vice-mayor shall be done annually at the first regular council meeting in December of each year. The mayor shall preside at meetings of the council, shall be recognized as head of city government for all ceremonial purposes, by the governor for purposes of military law, for service of process, execution of contracts, deeds and other documents, and as the city official designated to represent the city in all agreements with other governmental entities or certifications to other governmental entities, but shall have no administrative duties except as required to carry out the responsibilities herein. The vice-mayor shall act as mayor during the absence or disability of the mayor.

(Ord. No. 287-C, § 1, 8-17-1998)

Sec. 2.04. Disqualification and forfeiture of office.

The council shall be the judge of the disqualification of its members and of the grounds for forfeiture of their office. Forfeiture of office by a council member shall be limited to the following:

- (1) Permanent inability to perform official duties.
- (2) Conviction of a felony.

CORRESPONDENCE-TO-NOTE

REGULAR COUNCIL MEETING – December 03, 2007

1. TYPE: Letter
 DATE: November 2, 2007
 RECEIVED FROM: Douglas J. Correia, Senior Planner/Withlacoochee
 Regional Planning Council
 ADDRESSED TO: D. Ray Eubanks, Community Program Administrator/
 Florida Department of Community Affairs
 SUBJECT: Details related to the City's Comprehensive Plan
 amendments (CPA 2007-L1 and CPA2007-L2) being
 consistent with the *Strategic Regional Policy
 Plan for the Withlacoochee Region.*

2. TYPE: Letter/'Council Chambers Use Agreement'
 DATE: November 8, 2007
 SENT BY: City Manager Norman-Vacha
 ADDRESSED TO: Ronnie McLean, Executive Director/Brooksville
 Housing Authority
 SUBJECT: Use of City Hall Chambers by the Brooksville
 Housing Authority

3. TYPE: Letter
 DATE: November 9, 2007
 RECEIVED FROM: Ronnie Mclean, Executive Director/Brooksville
 Housing Authority
 ADDRESSED TO: City Manager Norman-Vacha
 SUBJECT: Cover letter for completed 'City Council
 Chambers Use Agreement'.

4. TYPE: Letter
 RECEIVED FROM: Second Grade Class of Hernando Christian
 Academy
 ADDRESSED TO: Mayor Pugh
 SUBJECT: Notification that the class has chosen the
 mayor as their adopted leader and in appreciation
 for the duties he performs as mayor.

5. TYPE: Letter
 DATE: November 13, 2007
 RECEIVED FROM: John G. Niesz, Director, Office of Public
 Housing/U.S.Dept. Of Housing & Urban Development
 ADDRESSED TO: Steven J. Zeledon, Chairman/Brooksville
 Housing Authority
 SUBJECT: Concern over possible inappropriate actions by
 one or more members of the Housing Authority
 and reiteration of need for Board training.

Monthly Reports

(will be included in January 2008 CTN)

Miscellaneous Minutes

City Advisory Boards:

Planning & Zoning Commission	August	8, 2007
	September	12, 2007
	October	10, 2007

Police Officers' Pension Trust Fund Board of Trustees	September	25, 2007
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Beautification Board	October	9, 2007
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Council Rep. Boards:

Hernando County Community Anti-Drug Coalition	October	24, 2007
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NOTE: COPIES OF ALL CORRESPONDENCE ON FILE IN THE OFFICE OF THE CITY CLERK

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MICHAEL R. MOEHLMAN
EXECUTIVE DIRECTOR

1241 S.W. 10th Street
OCALA, FLORIDA 34471-0323

Telephone 352-732-1315
FAX 352-732-1319
email: mailbox@wrpc.cc
http://www.wrpc.cc



OFFICERS

VICKI PHILLIPS
CHAIR

RONALD ALLEN
VICE - CHAIRMAN

PC. JNU 11-13-07 jo

November 2, 2007

Mr. D. Ray Eubanks
Community Program Administrator
Plan Review and DRI Processing Team
Florida Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

SUBJECT: Proposed Comprehensive Plan Text and Future Land Use Map Amendments
JURISDICTION: City of Brooksville
DCA AMENDMENT #: 07-1
CITY AMENDMENT #s: CPA 2007-L1 and CPA2007-L2

Dear Mr. Eubanks:

Pursuant to Chapter 163.3184(5) FS, the Withlacoochee Regional Planning Council (WRPC) staff reviewed the above-noted proposed City of Brooksville Comprehensive Plan text amendments relative to several Elements and to the Future Land Use Map. Generally, these text amendments are found to be consistent with the *Strategic Regional Policy Plan for the Withlacoochee Region* and offer the following comments.

Proposed Amendment CPA2007-L1: introduces *Goals, Objectives and Policies* to form the *Public School Facilities Element* required under Chapter 163 and SB 360 to be added to the *Comprehensive Plan*. Periodically, the state mandates changes to the comprehensive plan necessitating the local governments to amend their plans. This proposed Element is not considered a regional issue.

The other portion of the text amendment relates to the *Transportation Element*. Related specifically to a policy provision to establish access and exemption to the frontage road requirements when it is determined that environmental conditions, such as wetlands, existing development, or hazardous road conditions make frontage road extensions unfeasible. There are policies found under both *Chapter IV Natural Resources* and *Chapter V Transportation* of the *Strategic Regional Policy Plan of the Withlacoochee Region* are considered to consistent with the intent of this amendment as per the following:

Under Natural Resources:

Policy 4.8.3 Ensure that plans, regulations and management decisions consistently protect and enhance the following functions of the region's wetlands, open space, wildlife habitat, floodwater retention and water quality enhancement.

Policy 4.8.18 Design new public and private roads so as not to impede the natural flow of water.

CTW 12/03/07

pr

City of Brooksville



(352) 544-5400 (Phone)
(352) 544-5424 (Fax)
(352) 544-5420 (TDD)

November 8, 2007

Ronnie McLean
Executive Director
Brooksville Housing Authority
800 Continental Drive
Brooksville, FL 34601

Dear Mr. McLean:

There seems to be some confusion regarding the use of City Hall Chambers for the Brooksville Housing Authority (BHA) meetings. Please consider this as a letter of clarity for yourself and members of the Housing Authority.

As of this date, we have not received a request from BHA for use of City Hall Chambers for your meetings. A while back, BHA requested use of the Chambers for a training/workshop session. As you may recall, this was gladly granted.

Enclosed for your use are the City's "Council Chambers Use Agreement" and the "City of Brooksville, Temporary Use License" forms that should be completed to request use of the facilities (just as completed for the previously mentioned training/workshop session).

City Council members have asked me to convey to you and all of the BHA members, that we support and encourage the use of City Hall Chambers for your meetings.

Should you have any questions, please feel free to contact my office (352) 544-5435.

Thank you,

T. Jennene Norman-Vacha
City Manager

Enclosures

pc: Honorable David Pugh, Mayor
City Council Members

dn 12/3/07

Brooksville Housing Authority

800 Continental Drive

Brooksville, Fl 34601

Phone: (352)796-6547

Fax: (352) 796-4899

Executive Director Ronnie Mclean

PC Council

Lead

11-13-07 j

November 9, 2007

Jennene Norman-Vacha
City Manager
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601-2041

Dear Mrs. Norman-Vacha:

My deepest appreciations, for personally coming to the Brooksville Housing Authority to deliver your letter. That has cleared up confusion regarding authorization from the city in using the City Hall Chambers for the Brooksville Housing Authority meetings.

At this time I am submitting to you a preliminary application for the usage of the City Hall Chambers for November 13, 2007 from 6:30 P.M. to 9:30 P.M. Please understand that a consensus of the board must be achieved before the meetings are held elsewhere.

It is my hope to try to facilitate this transaction if possible for meetings to be at City Hall. So in advance I submit to you this application that may or may not have an affect on the Brooksville Housing Authority using the Chambers. My deepest thanks to you and the City Counsel for your encouragement.

Sincerely

Ronnie Mclean
Executive Director

Dear Mayor Pugh,

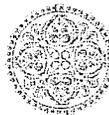
We have selected you to be our adapted leader, and we will faithfully ask God to grant you wisdom and discernment as you make important decisions. We will ask him to give you the courage to take a stand for morality. And we will also pray for your family as you strive to balance your personal and professional life.

We want you to know that we recognize the incredible stress and pressure you're under. Providing leadership can be a lonely, thankless task, but be encouraged. We are committed to pray for you this school year.

It's easy to tear our leaders down, but we would rather lift them up by getting on our knees. Keep up the good work!

God Bless,

The Second Grade Classes at
Fernando Christian Academy



I urge that entreaties and prayers, petitions and thanksgiving, be made on behalf of all who are in authority, in order that we may lead a tranquil and quiet life..

- 1 Timothy 2:1-2 -



U. S. Department of Housing and Urban Development
 Jacksonville Field Office
 Charles Bennett Federal Building
 400 West Bay Street
 Suite 1015
 Jacksonville, Florida 32202-4410

November 13, 2007

Mr. Steven J. Zeledon
 Chairman, Board of Commissioners
 Brooksville Housing Authority
 32270 Marchmont Circle
 Ridge Manor, FL 33523

Dear Mr. Zeledon:

Subject: Inappropriate Actions by Members of the Board of Commissioners Underscore the Urgent Need for Board Training

It has come to the attention of this Office that one or more members of the Board have taken actions with respect to the Brooksville Housing Authority that exceeded their purview and roles as commissioners.

According to e-mails received in this Office, it appears the Commissioner Earl Watkins demanded that the Executive Director move the location of the monthly Board meeting to City Hall. Similarly, Commissioner Paul Douglas approached staff of the Brooksville Housing Authority for detailed information on day-to-day operations. Individually, commissioners do not have the authority to require Housing Authority staff to comply with their demands. It is only as a Board, i.e., by majority vote, that the Board can initiate actions or change policies. Members can, and in fact have the duty to, voice their concerns and opinions on issues during Board meetings; however, until the Board as a whole adopts a resolution regarding any such concerns, the Housing Authority cannot proceed on any related course of action. The fact that this has occurred on more than one occasion pointedly underscores the urgent need for Board member training on their roles and on the scope of their authority and responsibilities.

Of further concern to this Office is the apparent misperception that all Housing Authority staff are responsible to and under the direction of the individual Board members. You are reminded that the commissioners individually have no employees, that the Board as whole, as a single entity, has but one employee, the Executive Director. The rest of the Housing Authority employees are responsible to the Executive Director, but not to the individual Board members. The Board as a whole may direct the Executive Director to undertake a certain action and the Executive Director is required to comply; the Executive Director in turn conveys the Board's directive to his employees, the Housing Authority staff, and they implement the action desired by the Board. This chain of command cannot be circumvented by any individual member of the Board. Any departure from this chain of command, from this decision-making process, is detrimental to the future recovery and progress of the Housing Authority.

HUD's mission is to increase homeownership, support community development and increase access to affordable housing free from discrimination.

**CITY OF BROOKSVILLE
PLANNING AND ZONING COMMISSION
REGULAR MEETING**

September 12, 2007

6:30 P.M.

George Rodriguez, Elmer Korbus, Louise Taylor and Ernie Wever were present. Also attending were Bill Geiger, Community Development Director, David LaCroix, City Attorney, and Patricia Jobe, Planning & Zoning Coordinator/Recording Secretary. John Wanat and Don Varn were absent.

The meeting was called to order at 6:30 p.m. by Chairman Rodriguez, followed by the invocation and pledge of allegiance.

2007-05 AND FP2007-01 - SOUTHERN HILLS PLANTATION PHASE 3-A - PRELIMINARY AND FINAL PLAT

****a. REQUEST FOR PRELIMINARY PLAT APPROVAL**

ACTION: Petition Withdrawn

b. REQUEST FOR FINAL PLAT APPROVAL

ACTION: Petition Withdrawn

Motion:

Motion was made by Commissioner Korbus and seconded by Commissioner Taylor to approve action. Motion carried 4-0.

****RZ2007-05 and SE2007-11 SOUTHERN PINES CONDOMINIUMS BLOCK 2 - CHARLES M. SASSER, JR.**

Request for zoning classification of Planned Development Project (PDP) with a Special Exception Usage for a Residential Planned Development Project (RPDP).

ACTION: Petition withdrawn

Motion:

Motion was made by Commissioner Korbus and seconded by Commissioner Taylor to approve action. Motion carried 4-0.

****SE2007-12 THOMAS MALOUF, MALOUF ENTERPRISES - PRESENTED BY COASTAL ENGINEERING ASSOCIATES, INC.** - Petition request for a Special Exception Use for a Commercial Planned Development Project (CPDP) in a C-2, Commercial District.

The City Attorney explained that this is a quasi-judicial proceeding and asked anyone who would like to be recognized as an intervening party to the proceeding or who would like to be sworn as an expert witness to come forward.

Commission accepted Bill Geiger by consensus as an expert witness in land use planning, development, and zoning, and his qualifications are on file in the Community Development Department.

Commission accepted Joe Quinn by consensus as an expert witness in land use planning and development.

Director Geiger requested that the staff report be entered into the record in its entirety, as follows:

Introduction & Background Information

The petitioner is requesting Special Exception Use approval for a Commercial Planned Development Project in a C2 Commercial District, on approximately 25 acres. The property is located on the west side of Horse Lake Road and on the south side of Cortez Boulevard. This property was annexed into the City on May 15, 1992, via Ordinance No. 515. The petitioner has submitted a request for approval of a Special Exception Use to allow for a 14,000 square foot commercial center with two future development areas to be located in the northwest quadrant of the property (See attached site plan). It is anticipated that several retail enterprises will be located in the commercial center along with a 4,000 square foot restaurant with an attached 800 square foot porch. The developer is proposing

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**CITY OF BROOKSVILLE
PLANNING AND ZONING COMMISSION
REGULAR MEETING**

October 10, 2007

6:30 P.M.

George Rodriguez, Elmer Korbus, Louise Taylor, John Wanat, and Ernie Wever were present. Also attending were Bill Geiger, Community Development Director, Derril McAteer, City Attorney, Patricia Jobe, Planning & Zoning Coordinator/Recording Secretary and Kim Harsin, Administrative Assistant. Don Varn was absent.

The meeting was called to order at 6:30 p.m. by Chairman Rodriguez, followed by the invocation and pledge of allegiance.

CPA2007-S3 - SMALL SCALE COMPREHENSIVE PLAN AMENDMENT - INNOVATORS INVESTMENT GROUP, LLC - PRESENTED BY GAYLOR ENGINEERING - PROPERTY LOCATED NORTH OF CORTEZ BLVD, WEST OF HALE AVENUE AND EAST OF THE SOUTH SIDE OF MILDRED AVENUE

Director Geiger requested that the staff report be entered into the record in its entirety, as follows:

Introduction & Background Information:

This report is for a petitioner initiated small-scale Comprehensive Plan amendment. The subject properties related to this amendment are 5.76 acres +/-, and are located on the north side of Cortez Blvd (S.R. 50), west side of Hale Avenue and southeast side of Mildred Avenue. These properties were annexed into the City on August 7, 2006, via Ordinance No. 720, and on June 4, 2007, via Ordinance No. 745. The properties have a County land use designation of Residential on the Future Land Use Map of the Hernando County Comprehensive Plan. However, the properties are within 1,320' of an established commercial node which, pursuant to established policy in the County Comprehensive Plan, allows for commercial use to be extended to this property. The County's current zoning for the property is Planned Development Project (SF) on the eastern parcel and R1C Residential on the western parcel.

The petitioner is requesting that the City amend its Comprehensive Plan to designate this property with a Commercial future land use. The petitioner has expressed an intent to build a general commercial/office professional planned development project that would include professional office space, retail sales, a restaurant and a hotel. The petitioner's overall project plan includes a 1.95 acre ± parcel that was previously annexed and ascribed with a commercial land use in the city (previously zoned PDP-OP in the county), making the total project area approximately 7.71 acres in size. For purposes of analysis, the total project area of 7.71 acres will be considered within this report.

This requested/proposed amendment is to establish a land use designation of Commercial for this property in the City's Comprehensive Plan. Based on the County's policies and current zoning for the property, it appears that the land use designation of Commercial for this property may be considered consistent with the County's Comprehensive Plan.

The City's adoption of the proposed land use amendment will establish a land use designation for the property within the City's Comprehensive Plan.

The table below identifies the proposed amendment.

Table 1 - Future Land Use Map Amendment(s)

File No.	Existing Designation	Proposed FLU MAP Designation	Location	Acreage	Petitioner
CPA 2007-S3	Residential (County)	Commercial (City)	North side of Cortez Blvd. (S.R. 50) west side of Hale Avenue and southeast side of Mildred Avenue	5.76+/-	Innovators Investment Group

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B

POLICE OFFICERS' PENSION TRUST FUND
BOARD OF TRUSTEES

Wednesday, September 25, 2007

5:00 P.M.

Police Officers' Pension Trust Fund Board of Trustees met with members Jason Brough, Chairman, Joe Quinn, Vice-Chairman, Randal Orman, Secretary, Jason Matheson, Member, Charles Price, Member, David West of Bogdahn & Associates, Bonni Jensen, Board Attorney, and Bradley Heinrichs of Foster & Foster. Also present were Margaret Bosack, Recording Secretary, and Kim Harsin, Administrative Assistant. Absent were Jim Delach, City Liaison.

CALL TO ORDER

Meeting was called to order at 5:05 pm.

APPROVAL OF MINUTES

Motion was made to approve July 25, 2007 minutes. Motion carried 5-0.

CORRESPONDENCE TO NOTE

Motion was made to approve correspondence to note of September 25, 2007-carried 4-0.

CONSENT AGENDA

Rebate from Lynch, Jones & Ryan, Inc.

Approval of invoice dated July 5, 2007 and check #136713 in the amount of \$209.00 for June 2007 trades

Legal Services Fees - Bonni S. Jensen, Esquire

Approval of fees in the amount of \$990.00 to be paid by Salem Trust Attachment - statement period ending 08/15/07

Actuarial Consultants- Foster & Foster, Inc.

Approval of fees in the amount of \$3,170.00 to be paid by Salem Trust Attachments:-Invoice # 106 dated July 24, 2007.

Rebate from Lynch, Jones & Ryan, Inc.

Approval of invoice dated September 6, 2007 and check # 137852 in the amount of \$150.00 for August 2007 trades.

REGULAR AGENDA ITEMS

Bradley Heinrichs of Foster & Foster presented the revised actuarial valuation report. The death benefit was revised slightly to the Chapter 185 minimum death benefit provision, per Bonni Jensen's interpretation of the Plan. The results of this valuation decreased the City's funding requirements from 42,325 to \$594 for fiscal year ending September 30, 2007.

Motion to approve actuarial valuation. Motion carried 5-0

As per letter from Foster & Foster, dated 9/10/07. Foster & Foster determined liabilities and funding requirements associated with providing the following benefit improvements to the Plan, provided individually:

Increase the benefit rate for all years of credited service for current and future contributing members from 3.5% to 4.0%.

Increase the beneficiary benefit for in-line-of-duty deaths to 50%, 66.67%, or 75% of salary payable as an immediate life annuity.

The results of the analysis, determined as of October 1, 2006(as applicable to the fiscal year ending September 30, 2007), are shown in the actuarial valuation. The excess state monies reserve was utilized to partially or fully fund these improvements. Annual state money received in 2007 of \$189,765.85 was considered available as well.

BOARD ATTORNEY - DISCUSSION ITEMS

Bonni Jensen recommends the Board draft amendment language and give it to Foster & Foster to show the exact dollar amount for the 4.0% benefit.

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JS

BEAUTIFICATION BOARD MINUTES - OCTOBER 9, 2007

The Beautification Board met with members Lou Kavouras, Sally Sperling, Nicole Sensale, Louise Taylor, Jay Thompson and Alison Jones. Also present was Lindsay A. Morgan, Board Secretary. Absent from meeting were Board Member Delores Jackson and Council Liaison Joe Bernardini.

Meeting was called to order by Vice Chairman Sperling at 5:38 p.m., followed by moment of silence and the Pledge of Allegiance.

Minutes

September 11, 2007 - Board Meeting

Board Member Jones pointed out in the section of the minutes that pertained to the Beautification of the Year Luncheon it should be bi-annual and not annual.

Motion:

Vice Chairman Sperling moved for approval of the September 11, 2007 minutes as amended; seconded by Board Member Sensale. Motion carried 6-0.

Margaret R. Ghiotto Residential Beautification Award

Nominations:

None at this time.

Vice Chairman Sperling nominated 521 Colonial Drive, Don and Tracy Frazier, for next month's Beautification Residential Award. She advised this was her niece and nephew's residence, and did not know if it would be appropriate. Board Secretary Morgan explained Vice Chairman Sperling could nominate a relative but would have to abstain from voting. The Board asked Board Secretary Morgan to take a photo for the next agenda. Vice Chairman Sperling also noted the homeowners gutted and renovated the interior of the home as well as the exterior.

Board Member Taylor suggested 219 S. Broad Street which is owned by Douglas Helton and Machella Boyle. The house is not completed yet, but should be considered in the near future.

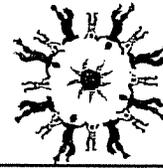
Margaret R. Ghiotto Commercial Beautification Award

Nominations:

1. 937 E. Jefferson Street - GLM Investments, LLC
(American Turf Equipment)
(Nominated by Chairman Kavouras 06/12/07)
2. 246 E. Fort Dade Avenue - Hensley Chiropractic
(Nominated by Board Member Taylor 06/12/07)
3. 966 E. Jefferson Street - Farmer John's Key West Cafe
(Nominated by Board Secretary Morgan 09/10/07)

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Hernando County Community Anti-Drug Coalition
6147 Deltona Blvd., Spring Hill, FL 34606
Phone: 352-596-8000 * Fax: 352-596-8002
info@hernandoantidrug.org



Hernando County Community Anti-Drug Coalition

Meeting Minutes

October 24, 2007

Present: Richard Lewis (City of Brooksville), Karen Gidden (HC Health Dept.), Lisa Hammond (BHER Group), Chrissie Parris (The Harbor), Harry Hill (DJJ), Tresa Watson (CENAPS), Sandra Marrero (The Harbor), Richard Forrester (DCF)

Meeting called to order at 3:35 p.m. Upon Tresa's request, participants conducted introductions.

Richard presented a motion to accept minutes from the September meeting. Lisa seconded the motion. Motion carried.

Alcohol and Youth Task Force

Sandra discussed last night's Chill Smart meeting. It was a strategic planning meeting. The youth were asked to respond to 14 questions in order to gauge the goals of the youth group. Sandra announced the responses will be shared at next HCCADC meeting. Richard Lewis suggested encouraging the youth to participate in a "Bring a friend" night, in hopes to attract new members. Sandra noted the suggestion.

Tresa reported Chill Smart participated in the Walmart event on 10/13/07. Tresa shared the logistics of the set up and claimed it was "interesting". Although plenty of materials were given out, Tresa believed people were uninterested. Sandra stated the dynamics were different that in usual venues. Usually the group exhibits at a community fair, where participants are there to obtain information and resources. At the Walmart event, people were there to shop and not to obtain information. Lisa reported customers assumed the group was looking for donations. Once she approached them and explained why Chill Smart was there and their objective, people seemed to let their guards down. Tresa will not turn down another offer to exhibit in the future.

Fundraising Committee

Tresa reported that a representative from Macy's contact the Coalition and reported HCCADC sold the most tickets from Hernando County. Members collected various amounts. There will be another opportunity in the Spring, and the representative invited the Coalition to sell the tickets outside the store a few weeks prior to the next event. Richard Lewis announced that Belks is having a similar fundraiser. He received feedback from people that a local store would be better. He replied that it was a charity event. Richard suggested obtaining a list from the Chamber of Commerce to approach Chamber members for corporate sponsorships (20 tickets for \$100). Lisa suggested looking at other anchor stores as well as the upcoming JC Penny's.