



Hillsborough
County Florida

HILLSBOROUGH COUNTY BOCC LAND USE MEETING AGENDA September 10, 2024 CHANGES/CORRECTIONS/ADDITIONS

1. **Agenda Page 6, Item-B-07- Advent Health Riverview Hospital Off-Site PI# 5749**
A revised report has been added to remove pages 20-24.
2. **Agenda Page 10, Item-E-02-PRS-24-0919- EISENHOWER PROPERTY GROUP, LLC**
Additional Party of Records have been added to the backup.
3. **Agenda Page 12, Item-E-05- PRS- 24-1036-301 WIMAUMA, LLC**
Revisions to condition 21.b to revise the timing of the West Lake Drive Extension construction/improvements.
21.
 - b. The developer shall construct the following improvements in ii. And iii. below prior to issuance of the 1,001st residential building permit Certificates of Occupancy (temporary or otherwise):
 - i. The W. Lake Dr. Extension within the project (both north and south of the proposed internal roundabout) shall be constructed as a 2-lane collector roadway utilizing the Typical Section standards described within the Design Exception referenced in condition 27.d. This shall be constructed with the first increment of construction. Additionally, the developer will be required to construct any auxiliary turn lanes which may be warranted along this section pursuant to Sec. 6.04.04.D. of the LDC;
 - ii. The W. Lake Dr. Extension within adjacent PD 24-1033, as well as portions of the extension between the boundary of 24-1033 and Janes Dr., shall be constructed utilizing the Typical Section standards described within the Design Exception referenced in condition 27.c.; and,
 - iii. The W. Lake Dr. substandard roadway improvements between Bishop Rd. and Janes Dr., shall be constructed utilizing the Typical Section standards described within the Design Exception referenced in condition 27.c.
4. **Agenda Page 13, Item-E-08- Initial Consideration of HC/CPA 24-32, a Privately Initiated Comprehensive Plan Text Amendment to eliminate Policy 47.18 under the Planned Environmental Community ½ Section of the Future Land Use Element of the Unincorporated Hillsborough County Comprehensive Plan**
This item is being continued out of order to the October 08, 2024, Board of County Commissioners Land Use Meeting at 9:00 A.M.
5. **Agenda Page 13, Item-E-09- Initial Consideration of HC/CPA 24-33, a Privately Initiated Comprehensive Plan Text Amendment to expand the Urban Service Area boundary**
This item is being continued out of order to the October 08, 2024, Board of County Commissioners Land Use Meeting at 9:00 A.M.

6. **Agenda Page 13, Item-E-10-LDC 24-1069-Initial Consideration of HC/CPA 24-35 and HC/CPA 24-37**

This item is being continued out of order to the October 08, 2024, Board of County Commissioners Land Use Meeting at 9:00 A.M.

7. **Agenda Page 16, Item-G-02 B-MM 24-0300-LIFESTYLE COMMUNITIES, LTD**

Revisions to the conditions are being proposed to clarify the use of multi-family residential within the Mixed-Use Central portion of the property; revisions to the timing, amount and refund provision for exactions due for road improvements; and to clarify the maximum number of daily trips generated by Tract 1 development as follows:

42.4 Development within Mixed-Use Central shall may include multi-family residential uses as defined herein as well as the following commercial uses subject to the development standards for the CN zoning district, per the Land Development Code.

45. Prior to construction plan approval for the first increment of development that includes vertical construction within the project, the developer shall pay to Hillsborough County the sum of \$1,095,911.99 \$584,384.85, which shall be used by the County for the design and construction of a westbound to eastbound U-turn Lane on Big Bend Rd. at the intersection of Covington Garden Dr. Additionally, at that time, the developer will also be responsible for preparing a structural analysis to determine whether the mast arm located on the northwest corner (i.e. upon which the U-turn signal head will be located) can accommodate the additional loading of the U-turn signal head. If it cannot, the developer will be responsible for the design, permitting and installation of a mast arm which can accommodate the additional sign head. Notwithstanding the above, if the developer does not make the above-described payment prior to the issuance of a bid package for the County's improvements at the intersection of Covington Garden Dr. and Big Bend Rd. which includes closure of the northern leg of the intersection, then the developer shall assume all responsibility and costs related to the design and construction of the U-turn-lane, which shall be constructed together with the first increment of development that includes vertical construction. In such case, and the developer shall not be required to make the above referenced payment.

In the event the County has not moved forward with the above-described project by December 31, 2030 the time the subject PD has constructed 95% buildout of entitlements, then the County shall return the above-described payment without interest. Nothing herein this condition shall be construed as prohibiting the County from deciding to cancel the above describe project and return payment sooner (without interest).

46. Notwithstanding anything herein these conditions or on the PD site plan to the contrary, no exchange of land uses which may be permitted by the DRI shall be permitted if such exchange causes cumulative development within Tract 1 to shall not exceed 33,973 gross average daily trips, 1,053 gross a.m. peak hour trips, and 3,032 gross p.m. peak hour trips, nor to exceed 916 net new external a.m. peak hour trips and 2,290 net new external p.m. peak hour trips. Additionally,

In calculating the trip generation impacts of existing and proposed development, authority to determine the appropriateness of certain Institute of Transportation Engineers (ITE) land use codes shall rest with the Administrator, who shall consult ITE land use code definitions, trip generation datasets and industry best practices to determine whether use of an individual land use code is appropriate. Trip generation impacts for all existing and proposed uses shall be calculated utilizing the latest available ITE Trip Generation Manual

TIME CERTAIN

1. None

COMMISSIONERS' ITEMS

1. None

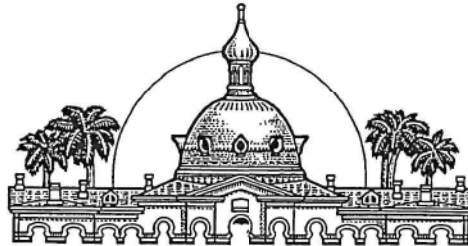
OFF-THE-AGENDA ITEM

1. None

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HILLSBOROUGH COUNTY
Development Review Division of Development Services Department



Hillsborough County
Florida

Advent health Riverview Hospital Off-Site

Folio# 76405 BOARD DATE: September 10, 2024

REPORT INDEX

A1	Location Map
A2	Owner / Developer Agreement
A3	Financial Security

Manager's Signature: _____

SUBJECT: Advent Health Riverview Hospital Off-Site **PI# 5749**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: September 10, 2024
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (US 301 roadway, sidewalks and watermain extensions) for Maintenance to serve Advent Health Riverview Hospital Off-Site, located in Section 18, Township 31, and Range 20 upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Warranty Bond in the amount of \$295,162.58 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On November 4, 2021, Permission to Construct was issued for Advent Health Riverview Hospital Off-Site, after construction plan review was completed on October 19, 2021. Construction has been completed in accordance with the approved plans and has been inspected and approved by the appropriate agencies. The developer has provided the required Bond, which the County Attorney's Office has reviewed and approved. The developer is Advent Health Riverview and the engineer is Atwell-Group.

Q:\Projects\23002919 (AdventHealth) Riverview Hospital - PH1\Permitting\Hillsborough County\Site Certification\Warranty Bond Docs\Riverview Hospital Vicinity Map.dwg



PLAN REVISIONS REV00 <<SUBMITTED>> 07/25/24

RIVERVIEW HOSPITAL - PHASE I

VICINITY MAP

PREPARED FOR:
UNIVERSITY COMMUNITY HOSPITAL
3100 E FLETCHER AVE, TAMPA, FL 33613

SECTION: TOWNSHIP: RANGE:
20 30S 20E
COUNTY, FLORIDA
Riverview Hospital Vicinity Map.dwg
SHEET: 1 OF 1

FLORIDA CERTIFICATE OF AUTHORIZATION #29091



OWNER/DEVELOPER'S AGREEMENT FOR WARRANTY OF REQUIRED OFF-SITE IMPROVEMENTS

This Agreement made and entered into this ____ day of ' __, 20²⁴, by and between AdventHealth Riverview, Inc. DBA AdventHealth Riverview, hereinafter referred to as the "Owner/Developer" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted site development regulations which are set forth in the Land Development Code (hereafter the "Site Development Regulations"); and

WHEREAS, the Site Development Regulations authorize the County to accept ownership and/or maintenance responsibility of off-site improvement facilities constructed by the Owner/Developer in conjunction with site development projects in Hillsborough County, provided that the improvement facilities meet County standards and are warranted against defects in workmanship and materials for a period of two (2) years; and

WHEREAS, the Owner/Developer has completed certain off-site improvement facilities in conjunction with the site development project known as Riverview Hospital Site - Phase I (hereafter referred to as the "Project"); and

WHEREAS, pursuant to the Site Development Regulations, the Owner/Developer has requested the County to accept the aforementioned off-site improvement facilities for ownership and/or maintenance; and

WHEREAS, the Owner/Developer has represented to the County that the completed improvement facilities have been constructed in accordance with the approved plans and all applicable County regulations and technical specifications; and

WHEREAS, the Owner/Developer has offered to warranty the off-site improvement facilities against any defects in workmanship and materials and to correct any such defects which arise during the warranty period.

NOW, THEREFORE, in consideration of the intent and desire of the Owner/Developer as set forth herein, and to gain acceptance for ownership and/or maintenance by the County of the aforementioned off-site improvement facilities, the Owner/Developer and the County agree as follows:

1. The terms, conditions and regulations contained in the Site Development Regulations are hereby incorporated by reference and made a part of this Agreement.
2. For a period of two (2) years following the date of acceptance of the off-site improvement facilities for ownership and/or maintenance by the County, the Owner/Developer agrees to warrant the off-site improvement facilities described below against failure, deterioration or damage resulting from defects in workmanship or materials. The Owner/Developer agrees to correct within the warranty period any such

failure, deterioration or damage existing in the improvement facilities so that said improvement facilities thereafter comply with the technical specifications contained in the approved plans and Site Development Regulations. The off-site improvement facilities to be warranted constructed in conjunction with the Project are as follows:

6-inch water main extension on Kevin Street, 8-inch water main extension on US 301, US 301 turn lane improvements and signalization,
and sidewalk extension on Kevin Street.

3. The Owner/Developer agrees to, and in accordance with the requirements of the Site Development Regulations, does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2 above, specifically identified as:
- a. Letter of Credit, number _____, dated _____, with _____ by order of _____, or
 - b. A Warranty Bond, dated 06/04/2024 with AdventHealth Riverview, Inc. as Principal, and Travelers Casualty and Surety Company of America as Surety, and
 - c. Cashier/Certified Check, number _____, dated _____ be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Owner/Developer on funds received by the County pursuant to this Agreement.

A copy of said letter of credit, warranty bond, or cashier/certified check is attached hereto and by reference made a part hereof.

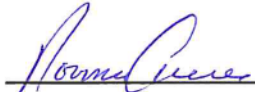
4. In the event the Owner/Developer shall fail or neglect to fulfill its obligations under this Agreement and as required by the Site Development Regulations, the Owner/Developer shall be liable to pay for the cost of reconstruction of defective off-site improvement facilities to the final total cost, including but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Owner/Developer's failure or neglect to perform.
5. The County agrees, pursuant to the terms contained in the Site Development Regulations, to accept the off-site improvement facilities for maintenance, at such time as:
- a) The Engineer-of-Record for the Owner/Developer certifies in writing that said off-site improvement facilities have been constructed in accordance with:
 - (1) The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - (2) All applicable County regulations relating to the construction of the off-site improvement facilities; and
 - b) Authorized representatives of the County's Development Review Division of Development Services Department have reviewed the Engineer-of-Record's

certification and have not found any discrepancies existing between the constructed improvement facilities and said certification.

6. If any part of this Agreement is found invalid and unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties can be effectuated.
7. This document, including all exhibits and other documents incorporated herein by reference, contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:



Witness Signature

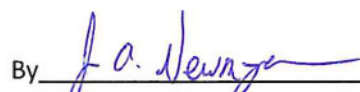
Norma Guerra
Printed Name of Witness



Witness Signature

Donnie D. Harrison
Printed Name of Witness

Owner/Developer:

By 

Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Jason A. Newmyer
Printed Name of Signer

President
Title of Signer

9330 U.S. Highway 301 South
Riverview, FL 33578
Address of Signer

813-550-6608
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)


CINDY STUART
Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
19th day of August, 2024, by Jason A. Newmyer as
(day) (month) (year) (name of person acknowledging)
President for AdventHealth Riverview, Inc.
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced



JANA L. BEARRY
Commission # HH 368247
Expires June 30, 2027

Jana L. Bearry
(Signature of Notary Public - State of Florida)

Jana L. Bearry

(Print, Type, or Stamp Commissioned Name of Notary Public)

HH 368247

(Commission Number)

June 30, 2027

(Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this
____ day of _____, _____, by _____
(day) (month) (year) (name of person acknowledging)

☐ Personally Known OR ☐ Produced Identification

Type of Identification Produced

(Notary Seal)

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Commission Number)

(Expiration Date)

_____ called the Principal, and _____
Travelers Casualty and Surety Company of America _____ called the Surety, are held and firmly bound unto the

04/2024

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL August 1, 2026.

SIGNED, SEALED AND DATED this 4th day of June, 2024.

ATTEST:

Jana Leamy

AdventHealth Riverview

By J. A. Newmyer
Principal
Jason A. Newmyer Seal

Travelers Casualty and Surety Company of America

Surety Seal

ATTEST:

Camille M. Cruz
Camille M. Cruz Surety Witness

By Ana W. Oliveras
Attorney-In-Fact
Ana W. Oliveras Seal

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
Approved As To Form And Legal
Sufficiency. as amended



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Ana W. Oliveras of Palm Beach, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

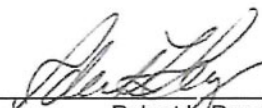
City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



By: 
Robert L. Raney, Senior Vice President


Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice 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 Resident Vice Presidents, Resident 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of June, 2024.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SURETY RIDER

To be attached to and form a part of

Bond No. 107980089

dated June 4, 2024
effective _____
(MONTH-DAY-YEAR)

executed by AdventHealth Riverview, as Principal,
(PRINCIPAL)

and by Travelers Casualty and Surety Company of America, as Surety,

in favor of Board of County Commissioners, Hillsborough County FL
(OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

The Expiration Date to:

October 11, 2026

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider
is effective July 23, 2024
(MONTH-DAY-YEAR)

Signed and Sealed July 23, 2024

(MONTH-DAY-YEAR)

AdventHealth Riverview

(PRINCIPAL)

By: J. A. Newmyer

(PRINCIPAL)

Jason A. Newmyer, President

Travelers Casualty and Surety Company of America

(SURETY)

By: Ana W. Oliveras

Ana W. Oliveras, Attorney-in-Fact



APPROVED BY THE COUNTY ATTORNEY

BY [Signature]

Approved As To Form And Legal
Sufficiency.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Ana W. Oliveras of Palm Beach, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

By: 
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice 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 Resident Vice Presidents, Resident 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23rd day of July, 2024.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



**SURETY BOND ELECTRONIC SIGNATURE & SEAL ADDENDUM
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Travelers Casualty and Surety Company of America ("Travelers") has authorized its Attorneys-in-Fact to utilize an electronic, facsimile, or digital signature (each an "Electronic Signature") to execute bonds on behalf of Travelers and has further authorized its Attorneys-in-Fact to attach this Addendum to any such bonds.

Travelers hereby acknowledges and agrees that the attached bond executed by the Attorney-in-Fact on behalf of Travelers with an Electronic Signature shall have the same force and effect as if executed by the Attorney-in-Fact with a wet ink signature.

Travelers also hereby agrees that the seal below shall be deemed affixed to the attached bond to the same extent as if Travelers' raised corporate seal was physically affixed to the face of the bond.

Dated this 22nd day of September, 2020.

Travelers Casualty and Surety Company of America



By: 
Robert L. Raney, Senior Vice President

Riverview Hospital Site Phase I Off-site Improvements

Defect Bond Calculation

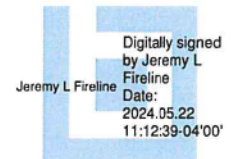
Construction costs for the potable water and forcemain connection

SUMMARY

Water	\$433,051.52
Wastewater	\$8,017.25
US 301 Roadway Improvements	\$2,510,557.00
Kevin Street Sidewalk Improvements	\$26,420.75
Total	\$2,951,625.77

Defect Bond Amount (10% of total)

\$295,162.58



Jeremy L. Fireline, Professional Engineer, State of Florida, License No. 63987

This item has been digitally signed and sealed by Jeremy L. Fireline, PE, on 05/22/2024.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Jeremy Fireline, P.E.
Florida License # 63987

WATER

Description	Quantity	Unit	Unit Price	Amount
<u>US 301 Improvements</u>				
Connect to Existing Water Main	1	EA	\$5,000.00	\$5,000.00
Dewatering and Well Points	1	EA	\$5,768.22	\$5,768.22
8" DIP Water Main (CLASS 50)	1,144	LF	\$80.00	\$91,520.00
8" Gate Valve	10	EA	\$1,750.00	\$17,500.00
8" x 8" Tee	4	EA	\$560.00	\$2,240.00
8" MJ Bend	6	EA	\$365.00	\$2,190.00
Fire Hydrant Assembly	3	EA	\$4,849.00	\$14,547.00
20" Steel Casing	165	LF	\$187.52	\$30,940.80
8" DDCVA	1	EA	\$16,500.00	\$16,500.00
6" Master Meter Assembly	1	EA	\$34,000.00	\$34,000.00
Chlorination and Pressure Testing	1,144	LF	\$2.25	\$2,574.00
Permanent Blowoff Assembly	1	EA	\$1,550.00	\$1,550.00

US 301 Total = \$224,330.02

Water cont.

Kevin Street Improvements

Connect to Existing Water Main	1	EA	\$5,000.00	\$5,000.00
6" DIP Water Main (CLASS 50)	180	LF	\$75.00	\$13,500.00
6" Gate Valve	5	EA	\$1,300.00	\$6,500.00
6" MJ Bend	4	EA	\$265.00	\$1,060.00
Fire Hydrant Assembly	1	EA	\$4,849.00	\$4,849.00
16" Jack & Bore	135	LF	\$984.50	\$132,907.50
6" DDCVA	1	EA	\$10,500.00	\$10,500.00
6" Master Meter Assembly	1	EA	\$34,000.00	\$34,000.00
Chlorination and Pressure Testing	180	LF	\$2.25	\$405.00

Kevin Street Total = \$208,721.50

TOTAL = \$433,051.52

WASTEWATER

Description	Quantity	Unit	Unit Price	Amount
<u>US 301 Forcemain Service Connection</u>				
Connect to Existing	1	EA	\$5,000.00	\$5,000.00
4" DIP Forcemain	21	LF	\$70.00	\$1,470.00
4" Plug Valve	1	EA	\$1,500.00	\$1,500.00
Forcemain Testing	21	LF	\$2.25	\$47.25
US 301 Total =				\$8,017.25
TOTAL =				\$8,017.25

US 301 Roadway Improvements

Description	Quantity	Unit	Unit Price	Amount
<u>Pavement</u>				
Sawcut & Match Existing Asphalt	6,000	LF	\$1.75	\$10,500.00
Mill Existing Asphalt	4,950	SY	\$6.75	\$33,412.50
3/4" Type FC-5 Friction Course	10,990	SY	\$12.00	\$131,880.00
1.5" Type 12.5 Asphalt PG 76-22	450	SY	\$22.00	\$9,900.00
3" Type SP 12.5 Asphalt PG 76-22	7,150	SY	\$31.00	\$221,650.00
Opt. Base Group 10 - 11" Limerock	7,150	SY	\$33.50	\$239,525.00
Opt. Base Group 1 - 4" Limerock	260	SY	\$23.50	\$6,110.00
12" Stabilized Subgrade (LBR 40)	9,600	SY	\$17.50	\$168,000.00
5' Stabilized Shoulder (LBR 40)	925	SY	\$17.50	\$16,187.50
Type 'B' Curb	980	LF	\$23.50	\$23,030.00
Type 'F' Curb	60	LF	\$35.00	\$2,100.00
Shoulder Gutter	1,180	LF	\$32.00	\$37,760.00
Shoutler Gutter Flare	1	EA	\$650.00	\$650.00
Concrete Traffic Separator	4,950	SF	\$13.00	\$64,350.00
Concrete Median	5,250	SF	\$7.00	\$36,750.00
4" Concrete Sidewalk	11,550	SF	\$5.50	\$63,525.00
ADA Handicapped Ramp	13	EA	\$1,300.00	\$16,900.00
Signage & Striping	1	LS	\$90,000.00	\$90,000.00
			US 301 Total =	\$1,172,230.00
<u>Storm Sewer</u>				
Connect to Existing Storm	2	EA	\$4,850.00	\$9,700.00
14" x 23" Class III ERCP Storm	24	LF	\$160.00	\$3,840.00
18" Class III RCP Storm	88	LF	\$145.00	\$12,760.00
24" Class III RCP Storm	2,000	LF	\$105.00	\$210,000.00
30" Class III RCP Storm	235	LF	\$130.00	\$30,550.00
Type C Grate Inlet	1	EA	\$2,350.00	\$2,350.00
Type D Grate Inlet	6	EA	\$3,500.00	\$21,000.00
Type S Grate Inlet	7	EA	\$5,000.00	\$35,000.00
Type P Manhole	1	EA	\$4,200.00	\$4,200.00
Type J Manhole	1	EA	\$6,000.00	\$6,000.00
18" RCP MES	2	EA	\$1,800.00	\$3,600.00
24" RCP MES	2	EA	\$2,000.00	\$4,000.00
18" FDOT Headwall w/Rail	1	EA	\$3,850.00	\$3,850.00
14" x 23" FDOT Headwall w/Rail	1	EA	\$3,850.00	\$3,850.00
Rip Rap Sump	3	EA	\$1,905.00	\$5,715.00
Asphalt Restoration	120	SY	\$75.00	\$9,000.00
Storm Sewer Testing	2,339	LF	\$8.00	\$18,712.00
			US 301 Total =	\$384,127.00
<u>Utility Adjustments</u>				
Adjust Misc. Utility Boxes to Grade	1	LS	\$5,700.00	\$5,700.00
Remove Casing, Deflect Existing 4" Forcemain	1	LS	\$14,500.00	\$14,500.00
			US 301 Total =	\$20,200.00
<u>Signalization</u>				
Equipment Transport	100	HR	\$150.00	\$15,000.00
Project Manager	52	HR	\$139.00	\$7,228.00
Superintendent	130	HR	\$100.20	\$13,026.00
NPDES Compliance / Install BMPs / Broom Tractor	1	LS	\$9,500.00	\$9,500.00
Construction Stakeout / Record Survey	1	LS	\$12,500.00	\$12,500.00
Final Grading	10	DY	\$2,250.00	\$22,500.00

Relocate Light Poles	7	EA	\$14,175.00	\$99,225.00
Signalization Subcontractor	1	LS	\$687,750.00	\$687,750.00
Off Duty Officer (Traffic Control)	1	LS	\$22,771.00	\$22,771.00
Daily MOT	1	LS	\$35,000.00	\$35,000.00
Asphalt Restoration	50	SY	\$100.00	\$5,000.00
SOD - Bahia	1,500	SY	\$3.00	\$4,500.00

US 301 Total = \$934,000.00

TOTAL = \$2,510,557.00

Kevin Street Sidewalk Improvements

Description	Quantity	Unit	Unit Price	Amount
<u>Sidewalk</u>				
Sawcut Existing Asphalt	273	LF	\$1.75	\$477.75
4" Concrete Sidewalk	1,776	SF	\$5.50	\$9,768.00
12" Sidewalk Drainage Scuppers	3	EA	\$2,250.00	\$6,750.00
ADA Handicapped Ramp	2	EA	\$1,300.00	\$2,600.00
Type 'D' Curb	273	LF	\$25.00	\$6,825.00
US 301 Total =				\$26,420.75
TOTAL =				\$26,420.75

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Rome, Ashley

From: Hearings
Sent: Monday, September 9, 2024 10:15 AM
To: Rome, Ashley; Vazquez, Bianca; Heinrich, Michelle
Subject: FW: BOCC Contact Form - Zoning Application Comment (PRS 24-0919). Please add to hearing record.

From: formstack@hillsboroughcounty.org <formstack@hillsboroughcounty.org>
Sent: Monday, September 9, 2024 8:58 AM
To: Hearings <Hearings@hcfi.gov>
Subject: BOCC Contact Form - Zoning Application Comment (PRS 24-0919). Please add to hearing record.



Formstack Submission For: **BOCC Contact Form - NEW**

Submitted at 09/09/24 8:57 AM

Your Commissioner(s)

Please select the
Commissioner(s) you wish to
contact (required)::

- 1 | Commissioner Harry Cohen (District 1)
- 2 | Commissioner Ken Hagan (District 2)
- 3 | Commissioner Gwen Myers (District 3)
- 4 | Commissioner Christine Miller (District 4)
- 5 | Commissioner Donna Cameron Cepeda (District 5)
- 6 | Commissioner Pat Kemp (District 6)
- 7 | Commissioner Joshua Wostal (District 7)

Your Information

Your Name:: Kristina Mackin

Address: 6102 Schooner Way
Odessa, FL 33615

Your Phone Number:: (813) 909-3591

Your Email Address::	Kmr4scuba@yahoo.com
Your Message	
Your Subject (required)::	September 10 meeting PRS 24-0919
Your Message (required)::	Vote no. Protect our land and water from over development. Builders should not be able buy credits to develop on protected land. What a disgrace and an insult to citizens of this state.
Is this comment related to an active zoning application?:	Yes, my comment is related to an active zoning application and should be added to the hearing record.
Rezoning Application Number:	PRS 24-0919

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

Rome, Ashley

From: Hearings
Sent: Monday, September 9, 2024 3:56 PM
To: Rome, Ashley; Vazquez, Bianca; Heinrich, Michelle
Cc: Medrano, Maricela
Subject: FW: BOCC Contact Form - Zoning Application Comment (PRS 24-0919). Please add to hearing record.

From: formstack@hillsboroughcounty.org <formstack@hillsboroughcounty.org>
Sent: Monday, September 9, 2024 11:45 AM
To: Hearings <Hearings@hcfl.gov>
Subject: BOCC Contact Form - Zoning Application Comment (PRS 24-0919). Please add to hearing record.



Formstack Submission For: **BOCC Contact Form - NEW**

Submitted at 09/09/24 11:44 AM

Your Commissioner(s)

Please select the
Commissioner(s) you
wish to contact
(required)::

- 1 | Commissioner Harry Cohen (District 1)
- 2 | Commissioner Ken Hagan (District 2)
- 3 | Commissioner Gwen Myers (District 3)
- 4 | Commissioner Christine Miller (District 4)
- 5 | Commissioner Donna Cameron Cepeda (District 5)
- 6 | Commissioner Pat Kemp (District 6)
- 7 | Commissioner Joshua Wostal (District 7)

Your Information

Your Name:: Bryan Tena

Address: 2072 Jessica Way
Navarre, FL 32566

Your Phone Number:: 5757810757

Your Email Address::	b_tena777@hotmail.com
Your Message	
Your Subject (required)::	NO TO Golf Courses
Your Message (required)::	<p>Dear commision.</p> <p>I pray this email finds you all well. I want to encourage you to stand up for Floridas wild habitats. Wetland credits, and other environmental credits are a failed product. They do not preserve Florida wild lands. They are a cheap way for developers to make billions off Floridas natural beauty. I encourage you to vote no on the proposed by Eisenhower Property Group LLC. We have enough golf courses in the sunshine state. If this developer wants to build more they can do so in a different state. MY family and I love visiting Tampa, we love Florida and want this great state to start to take it's natural habitats very seriously.</p>
Is this comment related to an active zoning application?:	Yes, my comment is related to an active zoning application and should be added to the hearing record.
Rezoning Application Number:	PRS 24-0919

Rome, Ashley

From: Hearings
Sent: Monday, September 9, 2024 10:39 AM
To: Rome, Ashley; Vazquez, Bianca; Heinrich, Michelle
Cc: Medrano, Maricela
Subject: FW: BOCC Contact Form - Zoning Application Comment (PRS 24-0919). Please add to hearing record.

From: formstack@hillsboroughcounty.org <formstack@hillsboroughcounty.org>
Sent: Sunday, September 8, 2024 8:23 PM
To: Hearings <Hearings@hcfl.gov>
Subject: BOCC Contact Form - Zoning Application Comment (PRS 24-0919). Please add to hearing record.



Formstack Submission For: **BOCC Contact Form - NEW**

Submitted at 09/08/24 8:23 PM

Your Commissioner(s)

Please select the
Commissioner(s) you
wish to contact
(required)::

- 1 | Commissioner Harry Cohen (District 1)
- 2 | Commissioner Ken Hagan (District 2)
- 3 | Commissioner Gwen Myers (District 3)
- 4 | Commissioner Christine Miller (District 4)
- 5 | Commissioner Donna Cameron Cepeda (District 5)
- 6 | Commissioner Pat Kemp (District 6)
- 7 | Commissioner Joshua Wostal (District 7)

Your Information

Your Name:: Nathan Wright

Address: 16723 hanna rd
Lutz , FL 33549

Your Email Address:: wrightn813@gmail.com

Your Message	
Your Subject (required)::	No golf course on preserve land!
Your Message (required)::	<p>County Commissioners</p> <p>I'm writing to stress my concern about our wildlife preserves being destroyed to the development of houses and golf courses. It was brought to my attention about "environmental sensitive land credits" being bought for a golf course community in Tampa by the hillsbrough River. Meeting is September 10th. I think this will cause run off into the river not to mention the endangered gopher tortoise that call that land home. I believe they are protected by FWC and we can't sell out to developers for golf courses when we have plenty that can be revamped. That's my 2 cents as a tax payer of Hillsbrough county and a lifetime resident. Thank you</p>
Is this comment related to an active zoning application?:	Yes, my comment is related to an active zoning application and should be added to the hearing record.
Rezoning Application Number:	PRS 24-0919

6.0 PROPOSED CONDITIONS

Approval of the request, subject to the conditions listed, is based on the revised general site plan submitted July 3, 2024.

1. For the purposes of these zoning conditions:
 - a. The portion of the PD designated as a Receiving Area and lying north of the northern boundaries of folios 79703.0000 and 79705.0000 is hereafter referred to as “Northern Receiving Area” portion of the PD.
 - b. The portion of the PD designated as a Receiving Area and lying south of the northern boundaries of folios 79703.0000 and 79705.0000 is hereafter referred to as “Southern Receiving Area” portion of the PD.
 - c. The portion of the PD designated as a sending area is hereafter referred to as the “Sending Area” portion of the PD.
 - d. The Neighborhood Centers located within the Northern Receiving Area are hereafter referred to as the “Northern Neighborhood Centers”.
 - e. The Neighborhood Center located within the Southern Receiving Area is hereafter referred to as the “Southern Neighborhood Center”.
 - f. The Multi-Use Trail (MUT) required per Community Benefit Tier 1-1 shall mean that MUT which runs along the proposed east/west collector roadway (i.e. the Berry Grove Blvd. extension) within the Northern Receiving Area and that part of the MUT system which connects that portion of the trail with the entrance to the Little Manatee Corridor Nature Preserve (+/- 130 feet north of the northern PD boundary on CR 579). This is hereafter referred to as the “Tier 1-1 Multi-Use Trail”. All other trails within the project are hereafter referred to as “Other Multi-use Trails”. The entire trail system collectively are hereafter referred to as “Multi-use Trails (MUTs)”.
2. The proposed Planned Development (PD) shall be developed in compliance with Part 3.24.00 of the Hillsborough County Land Development Code (LDC) and other applicable rules and regulations, including requirements of the Land Development Code (LDC), Hillsborough County Transportation Technical Manual (TTM) and PD site plan, except as otherwise specifically addressed herein these conditions. Anything shown on the PD site plan which does not comply with the above but was not specifically addressed or excepted herein these conditions, shall not be considered valid exceptions at the time of plat/site/construction plan review.
3. Despite anything shown on the PD site plan to the contrary, it is the County’s intent to provide limited flexibility from what is shown on the PD site plan, in order to:

- a. Ensure compliance with part 3.24.00 standards (except as otherwise noted in condition 4, below);
 - b. Logically extend the MUT system within the project to adjacent property boundaries to connect to existing block patterns within existing adjacent developments or to plan for the creation of a logical, comprehensible and seamless network of MUTs to adjacent properties surrounding the project, and/or align the MUT system internally to create an integrated system of seamlessly connected trails within the project (to the greatest extent possible); and/or,
 - c. Comply with access management and other applicable standards.
4. As described above, blocks within the project shall comply with block size and other applicable requirements of the LDC and these zoning conditions. Notwithstanding the above or anything herein to the contrary, as shown on the PD site plan, block faces shall consist of a combination of roadways and MUTs – Pedestrian Thoroughfares (PTs), which are not shown on the PD site plan, are expressly disallowed.
 5. Development shall be limited to a maximum of 1,818 residential units. The Sending Area shall be limited to a maximum of 2 residential units. The Receiving Areas shall be limited to a maximum of 1,816 residential units, unless otherwise restricted per condition 31. Development shall occur where generally depicted on the general site plan.
 6. To allow for the transfer of 539 residential units to the Receiving Areas, pursuant to Land Development Code (LDC) Section 3.24.10.B (Transfer of Development Rights), a conservation easement, in the form that is consistent with Section 704.06, Florida Statutes, shall be granted by the owner(s) encumbering 269.50 acres within the Sending Area. The conservation easement shall be accepted by the Board of County Commissioners and be recorded in the official public records prior to preliminary plat approval for the Receiving Areas.
 7. Prior to the approval of the first preliminary plat/site development plan within the Receiving Areas, the parcels identified as folios 79456.0000 and 79454.0000 located within the Sending Area shall be combined into one parcel through the appropriate subdivision process with documentation of County approval submitted with the first preliminary plat/site development plan.
 8. Residential development in the Sending Area shall comply with the following:

Minimum lot size:	21,780 sf (0.5 acres)
Minimum lot width:	100 feet
Minimum front yard setback:	25 feet
Minimum side yard setback:	10 feet
Minimum rear yard setback:	25 feet
Maximum building height:	35 feet
 9. The Receiving Areas shall be developed in accordance with the general site plan's Development Standards table. Unless otherwise specified in the Development Standards table or any other

condition, the footnotes within Lot and Primary Structure Requirements by Lot Type (LDC Section 3.24.08) shall be applicable.

- 9.1 Land Development Code Sections 6.01.03.B, 6.01.03.C and 6.01.03.F shall be used to determine lot types (corner, interior, through lots) and yard determinations. Required setbacks shall be those provided in the Development Standards table on the general site plan.
 - 9.2 As noted above, rear yard or yards functioning as rear yards and front yards or yards functioning as front yards may require setbacks differing from those in the Development Standards table (see condition 11).
10. Only the following Lot Types are to be used and shall be developed where depicted on the general site plan: Cottage House Lot, Standard House Lot, Rowhouse Lot, Apartment House Lot, and Civic Building Lot.
 - 10.1 Notwithstanding the maximum number of lots noted on the general site plan for each development pod, a maximum of 1,816 units shall be permitted unless otherwise restricted by condition 31.
 - 10.2 Notwithstanding the maximum number of lots noted on the general site plan for each development pod, Cottage House Lots, Rowhouse Lots and Apartment House Lots (multi-family units) shall be provided at a minimum of 10% and maximum of 40% of the total number of lots permitted in the Receiving Areas.
 - 10.3 Notwithstanding the maximum number of lots noted on the general site plan for each development pod, Standard House Lot Types (the 6,000 sf and 7,200 sf lots combined) shall be provided at a minimum of 10% and maximum of 50% of the total number of lots permitted in the Receiving Areas.
 - 10.4 The minimum – maximum percentage shall not apply to the Civic Building Lot.
 - 10.5 Should this project be developed by development pod and/or in phases, each plat and/or site development plan shall provide a table providing the number and percentage of Lot Types proposed and approved within the entire PD.
11. Notwithstanding the vehicular access options for Lot Types provided for in LDC Section 3.24.08 (Development Standards for Permitted Lot and Building Form Types), the applicant has selected the following types of vehicular access to be utilized in this PD.
 - 11.1 Cottage House Lot Type: Rear loaded with an attached or detached garage accessed via a two-way alley behind the unit.
 - 11.1.a For vehicular access purposes, a Cottage House Lot Type determined to be a corner lot shall provide vehicular access from the side yard functioning as a rear yard with a minimum setback of 3 feet from the garage door to the property line. Alleys shall not be considered streets or roadways.

- 11.1.b When a rear loaded product is developed, the developer shall construct individual sidewalk connections between the primary entrance of the dwelling (in the front of the lot) to the sidewalk within the primary street or MUT fronting the unit.
- 11.2 Standard House Lot Type: Front loaded with an attached garage accessed via a roadway in front of the unit.
 - 11.2.a For vehicular access purposes, a Standard House Lot Type determined to be a corner lot or corner through lot shall provide vehicular access from the front yard or front yard functioning as a side yard. The yard providing access shall comply with the minimum garage setback of 20 feet from the garage door or parking area to the closest edge of the sidewalk, and the remaining portions of the building shall be no closer than 15 feet from the closest edge of the sidewalk.
- 11.3 Rowhouse Lot Type: Rear loaded with an attached garage, detached garage, or parking area accessed via a two-way alley or roadway behind the unit. Alleys shall not be considered streets or roadways.
 - 11.3.a For vehicular access purposes, a Rowhouse Lot Type determined to be a corner lot shall provide vehicular access from the side yard functioning as a rear yard. When accessing from a side yard functioning as a rear yard which abuts an alley, a minimum setback of 3 feet shall be provided from the garage door or parking area to the property line.
 - 11.3.b For vehicular access purposes, a Rowhouse Lot Type determined to be a corner through lot shall provide vehicular access from the front yard functioning as a rear yard. When accessing from a front yard functioning as a rear yard which abuts a roadway, a minimum setback of 20 feet shall be provided from the garage door or parking area to the closest edge of the sidewalk, and the remaining portions of the building shall be no closer than 15 feet from the closest edge of the sidewalk.
 - 11.3.c For vehicular access purposes, a Rowhouse Lot determined to be a through lot shall provide vehicular access from the front yard functioning as a rear yard. When accessing from a front yard functioning as a rear yard which abuts a roadway, a minimum setback of 20 feet shall be provided from the garage door or parking area to the closest edge of the sidewalk, and the remaining portions of the building shall be no closer than 15 feet from the closest edge of the sidewalk.
 - 11.3.d When a rear loaded product is developed, the developer shall construct individual sidewalk connections between the primary entrance of the dwelling (in the front of the lot) to the sidewalk within the primary street or MUT fronting the unit.

- 11.4 Apartment House Lot Type: Off street parking to be located behind or to the side of the main structure(s). Off street parking may be accessed from any yard abutting a roadway. The developer shall construct sidewalk connections between the primary entrance(s) of the building(s) (in the front of the lot) to the sidewalk within the primary street or MUT fronting the building(s).
- 11.5 Civic House Lot Type: Off street parking to be located behind or to the side of the main structure(s). Off street parking may be accessed from any yard abutting a roadway. The developer shall construct sidewalk connections between the primary entrance(s) of the building(s) (in the front of the lot) to the sidewalk within the primary street or MUT fronting the building(s).
12. The project shall provide Neighborhood Centers totaling 13.6 acres and comply with applicable portions of Land Development Part 3.24.00 (Wimauma Village Residential Neighborhood). Three Neighborhood Centers shall be provided where depicted on the general site plan and be in general compliance with the noted acreages. The maximum Floor Area Ratio (FAR) in each Neighborhood Center shall be 0.25. Uses within the Neighborhood Center shall be developed using the Civic Building Lot Type. Only the following uses shall be permitted in a Neighborhood Center:
 - childcare (maximum of 300 children in total in one or more childcare facilities and in compliance with LDC Section 6.11.24);
 - church/synagogue (maximum of 300 seats in total in one or more churches/synagogues and in compliance with LDC Section 6.11.25);
 - a flexible market space (in compliance with LDC Section 6.11.130); and,
 - government/public service uses (excluding public or private schools and in compliance with any applicable sections of Land Development Code Part 6.11.00).

Notwithstanding the above, development within the Neighborhood Centers shall be subject to the trip generation cap and related conditions contained within Condition 34.
13. A minimum of 908 residential units shall be located within a quarter mile of one or more of the Neighborhood Centers. Should this project be developed by development pod and/or in phases, each plat and/or site development plan shall provide a table providing the number of residential units located within a quarter mile of one or more of the Neighborhood Centers.
14. Notwithstanding the absence of any required buffering or screening on the general site plan, the project shall comply with LDC Section 3.24.03.B (Landscaping, Buffering and Screening).
15. The project shall provide a minimum of 363.70 acres of Open Space, as required in LDC Section 3.24.03.A (General Development Standards).
16. The project shall provide a minimum of 109.11 acres of Contiguous Open Space, as required in LDC Section 3.24.03.A, where depicted on the general site plan in the Sending Area.
17. The project shall provide a minimum of 36.37 acres of Internal Open Space, as required in LDC Section 3.24.03.A, where depicted on the general site plan in the Receiving Areas. This required Internal Open Space shall include the four areas shown on the general site plan for Internal

Open Space and portions of the MUTs within the Receiving Areas, excluding the MUT provided under Community Benefit 1-1.

- Section 17.1 Uses permitted within the Internal Open Space parcels shall be those provided in LDC 3.24.03.A.5.
- 17.2 Active recreational uses, such as but not limited to those listed in Note #4 on Sheet 3 of 3, within the required 36.37 acres of Internal Open Space areas are permitted and shall be privately owned/maintained and be publicly accessible.
- 17.3 Active recreational uses, such as but not limited to those listed in Note #4 on Sheet 3 of 3, and not located within the required 36.37 acres of Internal Open Space, are permitted and shall be privately owned/maintained and may be publicly accessible. Such uses shall not be located within the 79.4 acre or 77.4 acre Open Space areas within the Receiving Areas.
- 17.4 Recreational Uses, Private Community uses, as defined by the LDC, shall not be located within the required 36.37 acres of Internal Open Space. Such uses shall not be located within the 79.4 acre or 77.4 acre Open Space areas within the Receiving Areas.
- 17.5 The 0.47 acres of MUTs contributing to the minimum Internal Open Space acreage requirement shall be privately owned/maintained and be publicly accessible.
18. The project shall provide the following six Community Benefits:
- 18.1 Tier 1 – Community Benefit 1 (Multi-Use Trail): The project shall provide a MUT where depicted on the general site plan. This MUT shall be constructed as detailed in Condition 24.
- 18.2 Tier 1 – Community Benefit 4 (10 acre park): The project shall provide a 10 acre Community Benefit Park where depicted on the general site plan. Uses permitted per LDC Section 3.24.03.A.5 and active recreational uses, such as but not limited to Note #4 uses, may be permitted. This 10 acre Community Benefit Park shall be privately owned/maintained and be publicly accessible.
- 18.2.a The community benefit shall require that at least 50% of the 10 acre Community Benefit Park be approved through the appropriate site development process and open to the public prior to the final plat approval of more than 75% of the residential units. One hundred percent of the 10 acre Community Benefit Park shall be approved through the appropriate site development process and open to the public prior to the final plat approval of more than 90% of the residential units.
- 18.3 Tier 1 - Community Benefit 4 (Affordable Housing): The project shall provide at least 10% of the total units for affordable housing, which shall be defined as housing which is available at a price or rent not exceeding 30% of a low income household's gross income. Low income household is defined as a household with gross income which is at

or below 100% of median income adjusted for family size, consistent with annually adjusted Department of Urban Development income guidelines. The units shall remain affordable for a minimum of 30 years, ensured through a deed restriction, land use restriction agreement, or other mechanism any of which must be determined by the County Attorney's Office as ensuring the affordability requirement will be maintained. The affordable housing units shall be developed as Cottage House, Rowhouse and/or Apartment House lot types.

18.3.a Should the project be developed by development pod and/or in phases, each site development plan for Cottage House, Rowhouse and/or Apartment House Lot Types shall provide at least 10% of the units as affordable housing units, unless more than 10% was designated in a previous phase and the excess is used to meet the minimum 10% requirement in the subsequent phase(s). Each site development plan shall demonstrate that a minimum of 10% is provided under the proposed and approved units.

18.4 Tier 1 – Community Benefit 2 (Public School Site): The project shall provide a public school where depicted on the general site plan.

18.4.a The school site shall be a minimum of 14 upland acres in size.

18.4.b The school shall be limited to a non-charter public facility serving grade levels K through 5, and with a maximum of 1,000 students. Notwithstanding the exemptions provided in LDC Sec. 6.03.10 which are specifically applicable to public schools, the property owner shall provide adequate on-site vehicular queueing to limit off-site impacts. Each school shall provide for onsite vehicular queueing for the number of students who are projected to be ineligible for busing (hereafter referred to as "Students"). Specifically:

- i. The queue shall provide for the uninterrupted stacking of vehicles within the subject site; and,
- ii. The minimum length of queue for each school shall be determined by multiplying the number of Students by 0.196, then multiplied by 25 feet, and then multiplied by 1.25.

18.4.c The School District and the Developer will use their best efforts to reach a mutually agreeable dedication agreement within three (3) years of the zoning approval for PD 23-0041 (the "Agreement Period").

18.4.d Any and all roadways within the Planned Development serving and/or providing access to the public school parcel shall be platted to the public school parcel's property line(s) as a public road(s). In no event shall there be any intervening land restriction access to the public school parcel.

18.4.e Should the School District and the developer not reach a mutually agreeable dedication

agreement within the Agreement Period, the developer shall initiate a Major Modification application to propose an alternative Community Benefit, in accordance with the Land Development Code.

- 18.5 Tier 2 – Community Benefit 7 (Internal Recreation and Internal Open Space Increases). The project shall enlarge the 10 acre Community Benefit Park by 2.5 acres (25%) to provide internal recreation uses. Active recreational uses, such as but not limited to Note #4 uses, shall be provided. This 2.5 acres of internal recreation shall be privately owned/maintained and be publicly accessible. Additionally, the project shall provide an additional 12.72 acres (35%) of Internal Open Space with the provision of 12.72 acres of MUTs throughout the project, excluding the MUT under Community Benefit 1-1.
 - 18.5.a The community benefit shall require that at least 50% of the 2.5 acres of internal recreation be approved through the appropriate site development process and open to the public prior to the final plat approval of more than 75% of the residential units. One hundred percent of the 2.5 acres of internal recreation shall be approved through the appropriate site development process and open to the public prior to the final plat approval of more than 90% of the residential units.
 - 18.5.b The community benefit shall require that at least 50% of the 12.72 acres of MUTs, excluding the MUT under Community Benefit 1-1, be approved through the appropriate site development process and open to the public prior to the final plat approval of more than 75% of the residential units. One hundred percent of the 12.72 acres of MUTs shall be approved through the appropriate site development process and open to the public prior to the final plat approval of more than 90% of the residential units.
- 18.6 Tier 2- Community Benefit 8 (Construct On-Site Non-Residential Uses). The project shall construct a minimum of 22,881.6 square feet of permitted uses, as provided in condition 12, within one or more of the three Neighborhood Centers.
 - 18.6.a At least 50% of the 22,881.6 square feet (11,440.8 sf) shall receive a Certificate of Occupancy prior to the final plat approval of more than 75% of the residential units (1,363 to 1,634 residential units). One hundred percent of the 22,881.6 square feet shall receive Certificates of Occupancy prior to the final plat approval of more than 90% of the residential units (1,635 to 1,816 residential units). Should this project be developed by development pod or in phases, each plat and/or site development plan shall provide a table providing the number of lots proposed and approved within the entire PD.
19. Notwithstanding anything on the PD site plan or herein these conditions to the contrary, bicycle and pedestrian access, or access connections to ~~continue~~ continue/extend the Multi-Use Trails (MUTs), may be permitted anywhere along the PD boundaries.
20. The project shall be served by and limited to the following vehicular access connections:

- a. Within the Sending Area:
 - i. Two (2) connections to County Road (CR) 579.
- b. Within the Northern Receiving Area:
 - i. One (1) connection to CR 579;
 - ii. One (1) connection to US 301 via an extension of Berry Grove Blvd.;
 - iii. Three (3) stubouts along the northern boundary of the Northern Receiving Area;
 - iv. Six (6) stubouts along the southern boundary of the Northern Receiving Area.
- c. Within the Southern Receiving Area:
 - i. One (1) connection to CR 579;
 - ii. One (1) connection to Saffold Rd.;
 - iii. Two (2) stubouts along the western boundary of the Southern Receiving Area;
 - iv. Three (3) stubouts along the northern boundary of the Southern Receiving Area, the westernmost of which is shown on the site plan as the W. Lake Dr. Extension.

21. With respect to project roadways:

- a. The developer shall construct the extension of Berry Grove Blvd. (i.e. the east-west collector roadway within the Northern Receiving Area between US 301 and CR 579) as a 2-lane, collector roadway utilizing the Typical Section standards shown on Sheet 3 of 3 of the PD site plan. The roadway shall be constructed as a divided facility, expandable to 4-lanes west of the internal roundabout, and as an undivided 2-lane facility east of the internal roundabout.
- b. The developer shall construct the following improvements in ii. and iii. below prior to issuance of the 1,001st residential building permitCertificates of Occupancy (temporary or otherwise):
 - i. The W. Lake Dr. Extension within the project (both north and south of the proposed internal roundabout) shall be constructed as a 2-lane collector roadway utilizing the Typical Section standards described within the Design Exception referenced in condition 27.d. This shall be constructed with the first increment of construction. Additionally, the developer will be required to construct any auxiliary turn lanes which

may be warranted along this section pursuant to Sec. 6.04.04.D. of the LDC;

ii. The W. Lake Dr. Extension within adjacent PD 24-1033, as well as portions of the extension between the boundary of 24-1033 and Janes Dr., shall be constructed utilizing the Typical Section standards described within the Design Exception referenced in condition 27.c.; and,

iii. The W. Lake Dr. substandard roadway improvements between Bishop Rd. and Janes Dr., shall be constructed utilizing the Typical Section standards described within the Design Exception referenced in condition 27.c.

~~b~~c. Other internal project roadways shall be constructed to an appropriate urban typical section as described in the Hillsborough County TTM. Designation of appropriate typical sections shall occur at the time of plat/site/construction plan review, and be based upon anticipated traffic volumes within each segment.

~~e~~d. The developer may commit to construction of internal roadways within the project (other than the east-west collector roadway) to applicable Traditional Neighborhood Development (TND) Typical Section standards as found within the TTM. If the developer does not so commit, then developer shall be required to construct specific subdivision roadways serving non-residential uses within the Northern and Southern Neighborhood Centers to either an appropriate collector road standard or the TS-3 (non-residential subtype) typical section standard. The specific streets to meet this standard shall be determined at the time of review and approval of construction plans subject to County approval.

~~d~~e. All project alleyways shall comply with LDC Section 3.24.05.B.2.a. Additionally:

- i. All project alleyways shall be constructed to accommodate 2-way traffic;
- ii. Alleyways shall consist of a minimum of 16 feet of pavement, with 5-foot wide green strips on either side of the pavement, and located within a 26-foot-wide right-of-way;
- iii. MUTs and other bicycle and pedestrian facilities may perpendicularly cross alleyways but are otherwise prohibited within alleyways.

~~e~~f. The total right-of-way widths shown in the Design Exception and on the PD site plan are minimum widths. Additionally:

- i. The developer shall preserve a minimum of +/- 46 feet of right-of-way west of the proposed internal roundabout or as otherwise necessary to accommodate the future expansion of Berry Grove Blvd. as a future 4-lane roadway, expandable to the inside. The intent of these conditions are to require the developer to secure the dedication, conveyance and preservation of certain

rights-of-way to the County as described above, both within the project and through adjacent folios 79710.0585 and 79702.0010.

- ii. Notwithstanding the below referenced Design Exceptions which grant relief from the LDC Sec. 3.24.06 requirement to improve certain segments of CR 579 and Saffold Rd. to the full Typical Section requirements, or anything shown on the PD site plan to the contrary, consistent with LDC Sec. 3.24.06.C.5.b. the developer shall dedicate and convey sufficient right-of-way along the project's Saffold Rd. and CR 579 frontages to ensure that a fully compliant TS-7 roadway can be constructed (by others) within the right-of-way (i.e. such that 96 feet of right-of-way is available post dedication and conveyance).
- iii. Notwithstanding anything shown on the PD site plan to the contrary, the developer shall dedicate and convey to Hillsborough County sufficient right-of-way as necessary to accommodate the proposed project roundabouts as well as the required westbound to northbound right turn lane on Saffold Rd. into the project's access, which the developer shall construct concurrent with the initial increment of development within the Southern Receiving Area. The amount and location of the right-of-way dedication shall be based upon Transportation Technical Manual and roundabout design requirements, as applicable, and shall be reviewed and approved by the appropriate agencies including Hillsborough County Development Services and/or Public Works.
- iv. Notwithstanding anything shown on the PD site plan to the contrary, as CR 579 is identified on the Hillsborough County Corridor Preservation Plan as a future 2-lane enhanced facility, the developer shall preserve a minimum of 11 additional feet above and beyond any right-of-way necessary to be dedicated and conveyed in accordance with conditions 21.ef.iii. and 21.ef.iv, hereinabove. Only those interim uses allowed by the Hillsborough County LDC shall be permitted within the preserved right-of-way. The right-of-way preservation area shall be shown on all future site plans, and building setback shall be calculated from the future right-of-way line.

~~fg.~~ Construction of the Berry Grove Blvd. extension, such that a completed roadway connection between US 301 and CR 579 occurs, shall be done prior to or concurrently with the first vertical development within the Northern Receiving Area for which plat/construction plan approval has been obtained. Phasing of additional vehicular stubouts within the Northern Receiving Area may be considered at the time of plat/site/construction plan review, and approval of any phasing plan for these other vehicular connections, subject to County approval. At a minimum, roadway stubouts shall be constructed concurrent with the phase of the development adjacent to such stubout and/or as otherwise required pursuant to condition 21.hj. hereinbelow.

~~gh.~~ Phasing of access within the Southern Receiving Area may be considered at the time of plat/site/construction plan review, and approval of any phasing plan for these other vehicular connections shall be subject to County approval. At a minimum, roadway

stubouts shall be constructed concurrent with the phase of the development adjacent to such stubout.

- hi. Roadways shall be constructed as necessary to provide vehicular access to each increment of development or as otherwise required herein these zoning conditions. Additionally, vertical development must occur within a fully formed, compliant block (i.e. the infrastructure along all four sides of each block must be constructed prior to or concurrent with vertical development within each block). Certificates of Occupancy (temporary or otherwise) shall not be issued until each portion of the block perimeter is open to traffic, and the applicable portions of any other sidewalks or MUTs required pursuant to the LDC or as otherwise required pursuant to the PD or zoning conditions is constructed.
 - ij. Prior to or concurrent with each increment of development, the developer shall submit a trip generation and site access analysis which examines the need for turn lanes along the Berry Grove Blvd. extension and to implement the trip cap conditions described within condition 34, hereinbelow. Such analyses shall be based on Hillsborough County Land Development Code (LDC) Section 6.04.04.D. warrants as well as an examination of anticipated impacts from proposed and anticipated future development (whether generated by this development or development within adjacent properties) which is expected to utilize project stubouts as well as future anticipated roadway connections.
 - jk. Notwithstanding anything shown on the PD site plan or herein these conditions to the contrary, access connections along the Berry Grove Blvd. extension shall meet the following access spacing standards:
 - i. That portion of the roadway west of the internal roundabout shall meet LDC Sec. 6.04.07 spacing standards for a Class 3 roadway;
 - ii. That portion of the roadway east of the internal roundabout shall meet LDC Sec. 6.04.07 spacing standards for a Class 4 roadway; and,
 - iii. Identification of the appropriate access spacing standard for all other internal project roadways will be determined at the time of plat/site/construction plan review stage.
22. The developer shall be required to construct all roadway, sidewalk and/or MUT stubouts generally shown on the PD site plan, as well as any other sidewalk or MUT stubouts necessary to comply with Sec. 3.24.05.A. and other applicable sections of the LDC. The developer shall also be required to construct certain site access improvements (auxiliary turn lanes) as identified within the required transportation study described in condition 21.ij., hereinabove. Proposed roundabouts shall be constructed prior to or concurrent with construction or improvement of the intersecting roadway(s). Notwithstanding the right-of-way dedication and conveyance requirements specified hereinabove, the developer shall have no obligation to construct turn lanes along the Berry Grove Blvd. Ext. that are identified as being needed to safely accommodate non-project traffic.

23. The Berry Grove Blvd. extension and Tier 1-1 MUT shall be dedicated and conveyed to the County. Consistent with LDC Sec. 3.24.04.A.7., other project roadways may potentially be dedicated to the County for ownership and maintenance or may be privately owned and maintained by a homeowner's association or similar entity, subject to certain conditions and determinations as further described hereinbelow. Additionally:
 - a. The ability for a roadway to be accepted by the County for public ownership and maintenance shall be subject to a determination (to be at the time of plat/site/construction plan review) as to whether each individual roadway segment complies with Policy 4.1.4. of the Mobility Element of the Hillsborough County Comprehensive Plan. Roadway segments which staff find do not comply with Policy 4.1.4 shall not be accepted.
 - b. Prior to or concurrent with the construction of that segment of the Berry Grove Blvd. extension located west of the internal roundabout, the developer shall dedicate and convey a 10-foot-wide landscape and hardscape easement, in addition to the typical utility easement required per the TTM, along the southern side of the roadway (as shown in the Typical Section standards depicted on Sheet 3 of 3 of the PD site plan). Such easement shall be sufficient to permit public access, as well as allow the County to install and maintain landscaping or hardscaping within the easement area. While the Tier 1-1 Trail will be owned and maintained by Hillsborough County as noted herein these conditions, nothing in this condition shall be construed as requiring the County to accept landscaping or hardscaping within this area for maintenance.
 - c. Prior to or concurrent with the construction of each segment of privately maintained roadway within the project, the developer shall dedicate and convey a public access easement to Hillsborough County.
 - d. Alleyways shall be privately owned and maintained by a homeowner's association or similar entity but shall not be required to have public access easements unless otherwise necessary to accommodate solid waste service pickup or as may be required by Fire Rescue.
 - e. Other MUTs shall be privately owned and maintained by a homeowner's association or similar entity. Prior to or concurrent with the construction of each segment of MUT within the project, the developer shall dedicate and convey to Hillsborough County a public access easement over the MUT.
 - f. In the case of required roadway, pedestrian, MUTs stubouts which are constructed within privately maintained rights-of-way but which are unable to be constructed to exact property boundaries (e.g. due to grading or other constraints), the developer shall be required (in addition to the public access easements required hereinabove) to dedicate and convey sufficient easement rights necessary to permit the County or an adjacent property owner to complete the connection without further consultation of the property owner.
24. With respect to Multi-Use Trails (MUTs):

- a. That portion of the Tier 1-1 MUT running alongside the Berry Grove Blvd. extension. shall be constructed utilizing the Typical Section standards depicted on Sheet 3 of 3 of the PD site plan.
 - b. Notwithstanding anything in LDC or Comprehensive Plan to the contrary, that portion of the Tier 1-1 MUT east of the internal roundabout must be constructed concurrently with the roadway, since the facility is serving the dual purpose of fulfilling the Tier 1-1 benefit and serving to replace one of the buffered bicycle lanes which would otherwise be required (east of the internal roundabout) pursuant to the TTM.
 - c. Consistent with the LDC and Comprehensive Plan, that portion of the Tier 1-1 MUT west of the internal roundabout shall be constructed prior to or concurrent with the 1,363rd residential unit within the project.
 - d. Those portions of the Tier 1-1 MUT running through the internal roundabout and the roundabout to be constructed at the intersection of the Berry Grove Blvd. extension. and CR 579 and along the east side of CR 579, and terminating at the trailhead entrance road located on the east side of CR 579, shall be constructed with a minimum width of 12-feet; however other features of the typical section shall be dictated by roundabout design requirements, which are subject to the review and approval of Hillsborough County Public Works at the time of plat/site/construction plan review. These portions of the trail shall be constructed concurrently with the roundabout.
 - e. Other MUTs shall be constructed in accordance with the Typical Section – 2 (TS-2) Section 1 subtype standard as found within the TTM and as depicted on the “Multi-Use Trail Typical Section” standard within Sheet 3 of 3 of the PD site plan. Other MUTs shall be constructed when/as required pursuant to Zoning Condition 21.h.i. Additionally, Other MUTs not forming a block perimeter shall be constructed at a time to be determined by staff at the time of plat/site/construction plan review. Nothing herein shall be deemed to preclude the consideration of design exceptions, as provided in the TTM, to the Multi-Use Trail design and/or construction materials.
 - f. The developer shall design and construct slip ramps as necessary to transition between the use of MUTs/wide sidewalks and roadways with on-street bicycle facilities and roadways with no on-street bicycle facilities, as applicable.
25. The intent of the Wimauma Community Plan, LDC, and these zoning conditions are to facilitate an interconnected network of transportation systems, rather than individual isolated segments of varying facility types which do not result in a logical, comprehensible, and integrated system of transportation facilities within the project, and to extend outside of the project such that the block pattern can logically continue into adjacent properties in the future (as appropriate). The intent of these internal and external systems is to create a series of seamless, interconnected neighborhoods and villages. As such, and notwithstanding anything shown on the PD site plan to the contrary, the developer shall ensure the constructed transportation network is designed/located such that MUTs segments throughout the project, including those forming block faces, are aligned when possible in order to facilitate a safe and efficient MUT system which ensures the safe crossings of roadways and alleyways while maintaining compliance with Part 3.24.00 of the LDC. Determination of the appropriateness/number/design of mid-block

crossings of internal collector roadways shall be made by County staff at the time of plat/site/construction plan review. MUTs shall be designed with midblock crossings of all alleyways and local roadways, as needed to facilitate the above goals, unless a specific crossing is determined by County staff at the time of plat/site/construction plan review to be unsafe and where such safety issues cannot otherwise be mitigated.

26. In addition to any other sidewalks required pursuant to the Hillsborough County LDC and/or the PD site plan and zoning conditions, the developer shall construct a minimum 5-foot-wide sidewalk along the project's frontage within the Sending Area along the east side of CR 579. This sidewalk shall be constructed concurrent with the first increment of development within the Southern or Northern Receiving Area, or concurrent with development of the single-family dwelling located within Sending Area east of CR 579, whichever occurs first.

27. Design Exceptions

- a. If ~~PD 23-0041~~ PRS 24-1036 is approved, the County Engineer will approve a de minimis request to a Design Exception (dated April 24~~25~~, 2023) and which was previously found ~~approvable~~ approved by the County Engineer (on ~~May 30~~ July 27, 2023) for the CR 579 substandard roadway improvements. The County Engineer has found that the Design Exception is approvable and in compliance with LDC Section 3.24.06.D.1.a, and the BOCC finds that the Design Exception is appropriate.

Except for the first phase of development consisting of 600 dwelling units, which shall include the construction of a 10-foot-wide multi-purpose pathway along its CR 579 frontage and which includes a crossing of CR 579 to the Little Manatee Corridor Nature Preserve trailhead entrance road as described in Condition 24.d., concurrent with the construction of the site development improvements associated with this first increment of development, prior to the issuance of the 601st residential building permit or prior to the issuance of any non-residential building permit the developer shall make certain improvements within each of the three (3) discrete sections of the roadway, as described below.

As CR 579 is a substandard collector roadway, the developer will be required to make certain improvements to CR 579 consistent with the Design Exception (DE). Specifically, prior to or concurrent with the initial increment of development, except as otherwise described above the developer shall make certain improvements within each of three (3) discreet sections of the roadway. Specifically:

- i. Within Segment A, which shall be defined as that portion of CR 579 between SR 674 and the southern boundary of the Sending Area, the developer shall:
 - a. Maintain the 10 to 11-foot-wide existing lanes in lieu of the 12-foot-wide lanes required pursuant to the Typical Section – 7 (TS-7) of the Transportation Technical Manual (TTM);
 - b. Construct 6-foot-wide stabilized shoulders along both sides of the roadway, in lieu of the 8-foot-wide stabilized shoulders required pursuant to TS-7 of the TTM;

- c. Construct 5-foot-wide paved shoulders along both sides of the roadway, in accordance with TS-7 of the TTM; and,
- d. Construct a 10-foot-wide multi-purpose pathway (also generally referred to as a shared use pathway or multi-use trail, but purposefully not referred to as an MUT or Other MUT, which are otherwise separately and specifically defined and regulated herein these conditions) along the west side of the roadway.

Sidewalks along portions of the eastern side of the Segment A roadway are not addressed in the DE, since they are determined not to explicitly be a substandard roadway issue for the subject project; however, these are addressed within condition 26, hereinabove.

- ii. Within Segments B and C (Segment B which shall be defined as that portion of CR 579 between the southern terminus of Segment A and the northern boundary of the Northern Receiving Area and Segment C, which shall be defined as that portion of CR 579 between the southern terminus of Segment B and the intersection of CR 579 and Saffold Rd.) the developer shall:
 - a. Maintain the 10-foot-wide existing lanes in lieu of the 12-foot-wide lanes required pursuant to TS-7 of the TTM;
 - b. Construct 6-foot-wide stabilized shoulders along both sides of the roadway, in lieu of the 8-foot-wide stabilized shoulders required pursuant to TS-7 of the TTM;
 - c. Construct a 10-foot-wide multi-purpose pathway (also generally referred to as a shared use pathway or multi-use trail, but purposefully not referred to as an MUT or Other MUT, which are otherwise separately and specifically defined and regulated herein these conditions) along the west side of the roadway.

- b. If ~~PD 23-0041~~ PRS 24-1036 is approved, the County Engineer will approve a de minimis exception to the previously approved Design Exception (dated April 24, 2023) which was ~~found approvable~~ approved by the County Engineer (on ~~May 30~~ July 27, 2023) for the Saffold Rd. substandard roadway improvements. The County Engineer has found that the Design Exception is approval and in compliance with LDC Section 3.24.06.D.1.a, and the BOCC finds that the Design Exception is appropriate.

As Saffold Rd. is a substandard collector roadway, the developer will be required to make certain improvements to Saffold Rd. consistent with the Design Exception (DE). Specifically, prior to or concurrent with the initial increment of development in the Southern Receiving Area, the developer shall make certain improvements within each of two (2) discreet sections of the roadway. Specifically:

- i. Within Segment B, which shall be defined as that portion of Saffold Rd. along the frontages of folios 79700.0400, 79700.0300, 79700.0350, 79700.0100, 79700.0200, 79700.0250, 79700.0050, and 79700.0150, the developer shall:
 - a. Maintain the 10-foot-wide existing lanes in lieu of the 12-foot-wide lanes required pursuant to the TS-7 of the TTM;
 - b. Construct 6-foot-wide stabilized shoulders along both sides of the roadway, in lieu of the 8-foot-wide stabilized shoulders required pursuant to TS-7 of the TTM; and,
 - c. Construct a 5-foot-wide sidewalk along the north side of the roadway as shown in the Design Exception request.
 - ii. Within Segment A, which shall be defined as those portions of Saffold Rd. between CR 579 and the western project boundary, excluding the area defined as Segment B, the developer shall:
 - a. Maintain the 10-foot-wide existing lanes in lieu of the 12-foot-wide lanes required pursuant to the TS-7 of the TTM;
 - b. Construct 6-foot-wide stabilized shoulders along both sides of the roadway, in lieu of the 8-foot-wide stabilized shoulders required pursuant to TS-7 of the TTM;
 - c. Construct 5-foot-wide paved shoulders along both sides of the roadway, in accordance with TS-7 of the TTM; and,
 - d. Construct a 10-foot-wide multi-purpose pathway (also generally referred to as a shared use pathway or multi-use trail, but purposefully not referred to as an MUT or Other MUT, which are otherwise separately and specifically defined and regulated herein these conditions) along the north side of the roadway.
- c. If PRS 24-1036 is approved, the County Engineer will approve a Design Exception (dated August 27, 2024) which was found approvable by the County Engineer with conditions (on August 30, 2024) for the W. Lake Dr. substandard road improvements and new portions of W. Lake Dr. (external to the subject PD). As W. Lake Dr. is a substandard collector roadway which is proposing to be extended and improved between Bishop Rd. the northern project boundary, the developer will be required to make certain improvements consistent with the Design Exception. Specifically, along W. Lake Dr. (between Bishop Rd. and Janes Dr.), as well as those newly proposed portions of W.

Lake Dr. (between Janes Dr. and the adjacent PD (24-1033)) and those newly proposed portions of W. Lake Dr. (within adjacent PD (24-1033)), the developer shall:

- i. Widen (or construct) the roadway such that turn lanes and travel lanes are a minimum of 11-feet in width;
- ii. Install Type “F” curb and gutter along both sides of the roadway;
- iii. Install stormwater ponds and related infrastructure outside of the right-of-way as necessary to treat/convey/attenuate stormwater flows; and
- vi. Construct 10-foot-wide multi-purpose pathways along both sides of the road.

The newly constructed portion of W. Lake Dr. between Janes Dr. and the northern project boundary of adjacent PD 24-1033 shall be permitted to utilize a second typical section, which conforms to the above requirements but differs in the placement of the multi-purpose pathways. Specifically, that section will be permitted to utilize the Typical Section which eliminates the 5-foot separation (i.e. grass/planting strip) between the multi-purpose pathway and the Type “F” curb.

The County Engineer shall approve the Design Exception subject to the County Engineer’s edits/clarifications that the Design Exception shall apply between Bishop Rd. and the southern boundary of adjacent PD 24-1033, (rather than the northern boundary of the adjacent PD).

d. If PRS 24-1036 is approved, the County Engineer will approve a Design Exception (dated August 28, 2024) which was found approvable by the County Engineer with conditions (on August 30, 2024) for the new portions of W. Lake Dr. Extension (internal to the subject PD, both north and south of the proposed internal roundabout). The developer will be required to construct the extension of W. Lake Dr. consistent with the Design Exception. Specifically, the developer shall:

- i. Construct the roadway such that turn lanes and travel lanes are a minimum of 11-feet in width;
- ii. Install Type “F” curb and gutter along both sides of the roadway;
- iii. Install stormwater ponds and related infrastructure outside of the right-of-way as necessary to treat/convey/attenuate stormwater flows; and
- vi. Construct 10-foot-wide multi-purpose pathways along both sides of the road, together with 4-foot-wide grass strips separating the multi-purpose pathways from the back of curbs.

The County Engineer shall approve the Design Exception subject to the County Engineer’s edits/clarifications that the Design Exception shall apply to the entire extension of W. Lake Dr. within the subject PD (rather than only a portion of it).

28. In addition to any temporary end of roadway/MUT signage required by the MUTCD, the developer shall install signage at all roadway/MUT access stubouts not connecting to an existing roadway/MUT which identifies the stubout as a "Future Roadway Connection" or "Future Trail Connection" as applicable.
29. At roadway and MUT stubouts along the boundary with folio 79703.0000, in addition to signage required pursuant to condition 29, above, the developer shall install appropriate end of roadway and end of trail treatments at the temporary stubouts which prevent vehicular and bicycle/pedestrian traffic from utilize those stubouts until such time as all of the facilities are properly extended and appropriate right-of-way and/or easement rights through the adjacent property is obtained.
30. Notwithstanding anything shown on the PD site plan to the contrary, the developer shall redesign all dead-end roadways over 150 feet in length (including roadways planned to only be temporarily "dead end" roadways) such that they terminate in a roundabout or another approved end of roadway treatment, consistent with TTM requirements.
31. The Access Management improvements necessitated by the proposed development are based upon the Access Management Analysis prepared by Links & Associates, Inc. signed and sealed on May 30, 2023. The maximum trip generation assumed to establish the access management improvements at the time of rezoning is as follows:
 - i. The cumulative gross trip generation of all existing and proposed development within the Northern Receiving Area of 10,163 average daily trips, 1,384 a.m. peak hour trips and 1,064 p.m. peak hour trips.
 - ii. The cumulative gross trip generation of all existing and proposed development within the Southern Receiving Area of 9,106 average daily trips, 620 a.m. peak hour trips and 845 p.m. peak hour trips.
 - iii. Concurrent with each increment of development, the developer shall provide a list of existing and previously approved uses. The list shall contain data including gross floor area, number of seats (if applicable), type of use, date the use was approved by Hillsborough County, references to the site subdivision Project Identification number (or if no Project Identification number exists, and copy of the permit or other official reference number), calculations detailing the individual and cumulative gross and net trip generation impacts for that increment of the development, and source for the data used to develop such estimates. Calculations showing the remaining number of trips available remaining for each analysis period (i.e. average daily, a.m. peak and p.m. peak) shall also be provided. Should the number of trips generated by the overall development exceed those impacts analyzed in conjunction with this rezoning, additional access management improvements may be required at the time of site development permitting.
32. Approval of this zoning petition by Hillsborough County does not constitute a guarantee that the Environmental Protection Commission of Hillsborough County (EPC) approvals/permits necessary for the development as proposed will be issued, does not itself serve to justify any impact to wetlands, and does not grant any implied or vested right to environmental approvals.

33. The construction and location of any proposed wetland impacts are not approved by this correspondence but shall be reviewed by EPC staff under separate application pursuant to the EPC Wetlands rule detailed in Chapter 1-11, Rules of the EPC, (Chapter 1-11) to determine whether such impacts are necessary to accomplish reasonable use of the subject property.
34. Prior to the issuance of any building or land alteration permits or other development, the approved wetland/other surface water (OSW) line must be incorporated into the site plan. The wetland/OSW line must appear on all site plans, labeled as "EPC Wetland Line", and the wetland must be labeled as "Wetland Conservation Area" pursuant to the Hillsborough County Land Development Code (LDC).
35. Final design of buildings, stormwater retention areas, and ingress/egresses are subject to change pending formal agency jurisdictional determinations of wetland and other surface water boundaries and approval by the appropriate regulatory agencies.
36. The sending parcels area that is adjacent to the Little Manatee River Corridor Preserve and the receiving parcels that are adjacent to the Upper Little Manatee River Preserve shall be subject to Land Development Code Section 4.01.11 for Natural Resources which requires a compatibility plan to address issues relating to the development such as, but not necessarily limited to, access, prescribed fire, and landscaping. The compatibility plan shall be proposed by the developer, reviewed and approved by the Conservation and Environmental Lands Management Department, and shall be required as a condition of granting a Natural Resources Permit for development impacts on those areas that are adjacent to Natural Preserves.
37. An evaluation of the property supports the presumption that listed animal species may occur or have restricted activity zones throughout the property. Pursuant to the Land Development Code (LDC) Section 4.01.00, a wildlife survey of any endangered, threatened or species of special concern in accordance with the Florida Fish and Wildlife Conservation Commission Wildlife Methodology Guidelines shall be required. This survey information must be provided upon submittal of the preliminary plat through the Land Development Code's Subdivision review process.
38. Approval of this petition by Hillsborough County does not constitute a guarantee that Natural Resources approvals/permits necessary for the development as proposed will be issued, does not itself serve to justify any impacts to trees, natural plant communities or wildlife habitat, and does not grant any implied or vested right to environmental approvals.
39. In accordance with LDC Section 5.03.07.C, the certified PD general site plan shall expire for the internal transportation network and external access points, as well as for any conditions related to the internal transportation network and external access points, if site construction plans, or equivalent thereof, have not been approved for all or part of the subject Planned Development within 5 years of the effective date of the PD unless an extension is granted as provided in the LDC. Upon expiration, re-certification of the PD General Site Plan shall be required in accordance with provisions set forth in LDC Section 5.03.07.C.
40. If the notes and/or graphics on the site plan are in conflict with specific zoning conditions and/or the LDC regulations, the more restrictive regulation shall apply, unless specifically conditioned

otherwise. References to development standards of the LDC in the above stated conditions shall be interpreted as the regulations in effect at the time of preliminary site plan/plat approval.

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42.4 Development within Mixed-Use Central ~~shall~~ may include multi-family residential uses as defined herein as well as ~~the following~~ commercial uses subject to the development standards for the CN zoning district, per the Land Development Code.

45. Prior to construction plan approval for the first increment of development that includes vertical construction within the project, the developer shall pay to Hillsborough County the sum of ~~\$1,095,911.99~~ \$584,384.85, which shall be used by the County for the design and construction of a westbound to eastbound U-turn Lane on Big Bend Rd. at the intersection of Covington Garden Dr. Additionally, at that time, the developer will also be responsible for preparing a structural analysis to determine whether the mast arm located on the northwest corner (i.e. upon which the U-turn signal head will be located) can accommodate the additional loading of the U-turn signal head. If it cannot, the developer will be responsible for the design, permitting and installation of a mast arm which can accommodate the additional sign head. ~~Notwithstanding the above, if~~ If the developer does not make the above-described payment prior to the issuance of a bid package for the County's improvements at the intersection of Covington Garden Dr. and Big Bend Rd. which includes closure of the northern leg of the intersection, then the developer shall assume all responsibility and costs related to the design and construction of the U-turn-lane, which shall be constructed together with the first increment of development that includes vertical construction, ~~In such case, and the~~ developer shall not be required to make the above referenced payment.

In the event the County has not moved forward with the above-described project by December 31, 2030 ~~the time the subject PD has constructed 95% buildout of entitlements~~, then the County shall return the above-described payment without interest. Nothing herein this condition shall be construed as prohibiting the County from deciding to cancel the above describe project and return payment sooner (without interest).

50. Notwithstanding anything herein these conditions or on the PD site plan to the contrary, ~~no exchange of land uses which may be permitted by the DRI shall be permitted if such exchange causes~~ cumulative development within Tract 1 ~~to~~ shall not exceed 33,973 gross average daily trips, 1,053 gross a.m. peak hour trips, and 3,032 gross p.m. peak hour trips, nor ~~to~~ exceed 916 net new external a.m. peak hour trips and 2,290 net new external p.m. peak hour trips. Additionally:

~~In calculating the trip generation impacts of existing and proposed development, authority to determine the appropriateness of certain Institute of Transportation Engineers (ITE) land use codes shall rest with the Administrator, who shall consult ITE land use code definitions, trip generation datasets and industry best practices to determine whether use of an individual land use code is appropriate. Trip generation impacts for all existing and proposed uses shall be calculated utilizing the latest available ITE Trip Generation Manual data when possible. At the request of staff, applicants may be required to conduct additional studies or research where a lack of accurate or appropriate data exists to determine trip generation rates for purposes of calculating whether a proposed increment of development exceeds the trip cap. Given~~

~~the wide range of potential uses, and since the transportation analysis submitted for purposes of the zoning does not necessarily represent a worst case scenario of potential trip generation impacts for any individual use or group of uses, the utilization of certain land use codes within the zoning level analysis shall have no bearing on the appropriateness of the codes ultimately chosen to study project impacts at the time of plat/site/construction plan review, including whether uses can ultimately be authorized consistent with the above trip caps.~~