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April 17, 2026

Via Electronic Mail: AKidd@co.hernando.fl.us and mlmiller@hernandocounty.us

Alaina Kidd
Michelle L. Miller, M.S.
Senior Planner
Planning Division
Development Services Department
1653 Blaise Drive
Brooksville, FL 34601

Re: Second Resubmittal of Draft Development Agreement (H-25-40) - Jack Melton Family, Inc. – Black Jack Ridge

Dear Alaina and Michelle,

As you know, Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. represents the Jack Melton Family, Inc. in seeking the approval of a development agreement as related to the rezoning request for Black Jack Ridge (H-25-40). Enclosed is the proposed Development Agreement incorporating comments received from the various County Departments, together with a redline version reflecting the revisions made since the proposed Development Agreement was submitted to the County on March 16, 2026. Below is a summary of the changes:

- **Planning & Zoning Department**
 - Added provision to clarify that the FDOT parcel will be subject to the Development Agreement if/when Jack Melton Family, Inc., successor or assign take ownership of the FDOT parcel
- **Public Works Department**
 - Incorporated the transportation improvements required as outlined in the County's approval of the Traffic Impact Analysis
- **Hernando County School Board**
 - Added the School Board as a limited party to the Development Agreement per the School Board's request
- **Hernando County Utilities Department**
 - Per discussions with HCUD, removed references to a Purchase Agreement because water and sewer agreement will address well site

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- Added provision acknowledging the limitation of wastewater treatment capacity until the substantial completion of the Ridge Manor Reclamation Facility Expansion Project
- Clarified and confirmed that the Developer will be responsible for extending all water and wastewater lines to the Development

Please let us know if you have any questions regarding the above.

Sincerely,



Jessica M. Icerman

JMI/vya

cc: Coastal Engineering
Client

DEVELOPMENT AGREEMENT

BLACK JACK RIDGE (PLANNED DEVELOPMENT PROJECT (COMBINED))

HERNANDO COUNTY, FLORIDA

THIS DEVELOPMENT AGREEMENT is made and entered into on the ____ day of _____, 2026, by and between **JACK MELTON FAMILY, INC.**, a Florida corporation, whose address is 21628 Lockhart Road, Dade City, Florida 33523, and its successors and assigns (the “**Developer**”), **HERNANDO COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 (“**County**” or “**Hernando County**”), and the School Board of Hernando County, Florida, a public corporate body organized and existing under the Constitution and laws of the State of Florida (“**School Board**”) (Developer and Hernando County shall collectively be the “**Parties**”), regarding the Developer’s proposed development known as “**Black Jack Ridge.**”

RECITALS

WHEREAS, the Developer owns approximately 203.89 acres located in Hernando County, Florida, lying south of S.R. 50, west of Interstate 75, east of Lockhart Road, and north of Old Trilby Road (“**Melton Property**”), and which is legally described in **EXHIBIT “A,”** attached hereto and made a part hereof; and

WHEREAS, the Developer is negotiating with the Florida Department of Transportation (“**FDOT**”) to take ownership of a parcel currently owned by FDOT and completely surrounded by the Property (“**FDOT Parcel**”), and which is legally described in **EXHIBIT “B,”** attached hereto and made a part hereof; and

WHEREAS the Melton Property and the FDOT Parcel (taken together, the “**Property**”) were the subject of a Rezoning Application (File Number H2540);

WHEREAS, on _____, the Hernando County Board of County Commissioners (“**BOCC**”) approved a Rezoning (File Number H2540) to Planned Development Project (Combined) (C/PDP) for a mixed-use development on the Property (as may be amended, “**C/PDP Rezoning**”), with a companion Master Plan (as may be amended, “**Master Plan**”), with deviations, as described therein; and

WHEREAS, Code of Ordinances, Hernando County, Florida (“**Code**”) Section 23-158 requires the Developer and the County to enter into a development agreement to address certain provisions; and

WHEREAS, the Parties desire to enter into this Development Agreement (“**DA**” or “**Development Agreement**”) to satisfy the requirement set forth in Section 23-158 and to memorialize the conditions of the C/PDP Rezoning, required infrastructure improvements and/or

dedications, applicable impact fees and surcharges, concurrency satisfaction, and certain project details; and

WHEREAS the County finds the Development (as defined below), the terms of this Development Agreement, and future development orders consistent with this Development Agreement, are consistent with the County’s Comprehensive Plan and Appendix A of the Code (Zoning Ordinance); and

WHEREAS, the County is authorized to enter into this Development Agreement; and

WHEREAS, on _____, the County approved this Development Agreement and authorized the Chairman of the BOCC to execute it on behalf of the County; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION I - FINDINGS OF FACT; INCORPORATED DOCUMENTS

A. The above recitals are true and correct and are incorporated herein by reference and made a part hereof.

B. The BOCC specifically finds the Development consistent with the County’s adopted Comprehensive Plan and with the County’s Land Development Regulations, subject to the terms of the C/PDP Rezoning and Master Plan, and this Development Agreement, all as approved by the BOCC.

C. The approved Master Plan, pursuant to the approved C/PDP Rezoning (approved on _____ by the BOCC), is attached as **EXHIBIT “C”** and made a part hereof; provided, however, that any subsequent revision to the C/PDP Rezoning and/or Master Plan approved by the BOCC shall be deemed automatically incorporated herein, unless an amendment to this DA is required based upon the terms of this DA.

D. In each instance where the Developer is responsible for construction, operation and/or ongoing maintenance of privately owned facilities or infrastructure, the Developer may assign any or all of its responsibilities regarding those facilities to an appropriate entity, which may include a designated Property Owners’ Association (“**POA**”), Homeowners’ Association (“**HOA**”), or Community Development District (“**CDD**”), authorized by law and able to fulfill such responsibilities consistent with statutory requirements.

E. As used herein, the term “**Developer**” shall include any POA, HOA, or CDD organized by the Developer and approved by the County, and/or other agencies having jurisdiction, to the extent the Developer elects to delegate any design, permitting, construction, operation, and/or maintenance responsibilities of the Developer under this DA, and to the extent such POA, HOA, and/or CDD delegation is authorized by applicable law.

F. As used herein, the term “**Development**” or “**Black Jack Ridge Development**” shall mean the Property as developed pursuant to the approved C/PDP Rezoning and Master Plan, as both may be amended from time to time.

G. The failure of this Development Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

H. The County shall monitor the Development to ensure compliance with the terms, general provisions, and conditions of this Development Agreement. The County Administrator or his/her designee shall monitor the Development through the review of the site plans, building permits, certificates of occupancy, plats, if applicable, and any other relevant and factual information.

SECTION II - EFFECTIVE DATE AND DURATION; ENTITLEMENTS

A. This Development Agreement shall take effect after approval by the BOCC and upon recording in the public records of the Hernando County Clerk of Court, which shall be the responsibility of the County and occur within fourteen (14) days of the final public hearing (“**Effective Date**”). The term of this Development Agreement shall be for a period of thirty (30) years after the Effective Date (“**Term**”) unless modified in writing and executed by the Parties. The Term of this Development Agreement shall also vest the C/PDP Rezoning and Master Plan for the same length of time in accordance with Section 1 of Article VIII, Appendix A (Zoning) of the Code.

B. Notwithstanding any other provision of the County’s Land Development Regulations, or other laws or regulations, the Development’s entitlements as set forth in the C/PDP Rezoning and Master Plan approved concurrently herewith, shall be vested for the Term of this DA, including any extensions of this DA. Upon final approval of a conditional plat, the Developer shall have five (5) years from the original date of approval to be granted construction plan approval.

C. Except as specifically set forth in this DA, the C/PDP Rezoning (including any modifications approved by the County from time to time), or the Master Plan (including any modifications approved by the County from time to time), and the standard provisions of the County’s Land Development Regulations shall apply, which are in effect at the time of the execution of the Development Agreement; provided, however, that in the event of any conflict, the terms and conditions of this DA shall control. Notwithstanding the above, the Developer may comply with the County’s Land Development Regulations in effect at the time of the conditional plat, development permit or other applicable approval required to commence with the development for each phase of the Development, in their ultimate and sole discretion.

D. The requirements and deadlines for all terms of mitigation required for the Development shall be as set forth in this DA, which shall prevail over any other existing or future Hernando County Land Development Regulations provisions, or other requirements for pursuit of the Development as vested and authorized in this DA.

E. Property. The Melton Property is, and shall remain, subject to this Development Agreement. For ease of reference, the Melton Property and the FDOT Parcel are collectively defined together as the “Property.” Notwithstanding the foregoing, the FDOT Parcel shall not be subject to, nor encumbered by, this Development Agreement, and no rights or obligations hereunder shall attach thereto, unless and until fee simple title to all or any portion of the FDOT Parcel is acquired by the Developer or any successor or assign. Upon such acquisition, this Development Agreement shall automatically apply to and run with the land as to the acquired portion of the FDOT Parcel, without the necessity of further action; provided, however, that (i) this Agreement shall not apply retroactively to any period prior to the date of acquisition, and (ii) no act or omission of the current owner of the FDOT Parcel shall be deemed a default hereunder.

F. Development Entitlements. This Development Agreement constitutes final approval for the Developer to develop the Property, subject to all required land development and permitting regulations and in accordance with the terms of this Development Agreement, and in accordance with the C/PDP Rezoning and Master Plan, as follows (collectively the “**Development Entitlements**”):

1. Single family (R-1A) and multifamily (R-3) uses approved by the C/PDP Rezoning and Master Plan, not to exceed 978 dwelling units;
 2. Highway commercial (C-2) uses approved by the C/PDP Rezoning and Master Plan, not to exceed 200,000 square feet;
 3. General commercial (C-1) uses approved by the C/PDP Rezoning and Master Plan, not to exceed 100,000 square feet;
 4. Hospital and/or urgent care/stand-alone emergency rooms;
 5. Educational facilities;
 6. Light wholesale and storage;
 7. Microbreweries;
 8. Public/private recreation including virtual golf and/or pickleball facilities;
- and
9. Recreational amenities and residential ancillary uses.

G. Land Use Exchange Matrix (“LUEM”) Conversions. The foregoing uses may be exchanged to their trip-equivalent uses pursuant to the LUEM set forth in **EXHIBIT “D,”** attached hereto and made a part hereof, and in accordance with Section III R. below.

H. Transportation Approval. The Traffic Impact Analysis (“TIA”) submitted by Lincks & Associates, Inc., Tampa, Florida, Project No. 25079, as last revised in October 2025 for the Development above has been approved by the County, subject to the transportation mitigation requirements of this DA.

SECTION III - SPECIFIC CONDITIONS AND REQUIREMENTS

A. General Environmental Matters. The Developer shall comply with all Hernando County Land Development Regulations environmental requirements, and those of other regulatory agencies having jurisdiction over the Development, to the extent applicable to the Property.

1. The Developer shall prepare, or cause to be prepared, a comprehensive wildlife survey, prepared by a qualified professional, prior to conditional plat for each phase. Furthermore, copies of any permits shall be provided prior to site alteration or the commencement of construction and the issuance of building permits by the County for each phase.

B. Geotechnical Analysis. A geotechnical report prepared by a Florida Registered Geotechnical Professional Engineer shall be used in the design and layout of the Development, and shall be submitted to the County at the time of, and in connection with, the construction plan, or functional equivalent, of each phase in order to ascertain that the Developer has used its best efforts to avoid adverse impacts to sensitive karst and subsurface features in the overall design and layout of the Development.

C. Best Management Practices (“BMPs”). In addition to being in compliance with all applicable requirements of the regulatory agencies (such as the Florida Department of Environmental Protection (“FDEP”) and the Southwest Florida Water Management District (“SWFWMD”), without limitation), the Developer shall utilize BMPs to control siltation and prevent turbidity during construction activities. These standards can be achieved by utilizing the best available construction techniques for erosion and sedimentation control, as well as meeting the minimum standards for National Pollution Discharge Elimination System (“NPDES”) permitting.

D. Drainage, Stormwater and Groundwater.

1. Stormwater Pollution Prevention (“SWPP”). The Developer shall implement SWPP methods for each set of construction plans for the Development, incorporating requirements such as: (1) clearing and grading areas only as they are being prepared for construction; (2) stabilizing areas immediately after construction completion; (3) potential limiting of watering for dust control at the time of construction due to hydrologic conditions; and (4) meeting SWFWMD compliance standards.

2. Stormwater/Drainage Retention Areas (“DRAs”). DRAs, including either “wet” or “dry” DRAs, shall be designed and constructed according to accepted engineering practices, and all applicable regulatory standards of SWFWMD and the Hernando County Facility Design Guidelines.

3. Low Impact Development (“LID”). Stormwater management facilities shall adhere to SWFWMD criteria for the design, construction, operation and maintenance of such facilities in karst sensitive areas, as determined by SWFWMD. Where reasonably feasible, the Development shall utilize LID methods to reduce the impact of nutrients on natural wetlands systems. These LID methods may include low impact stormwater design

consisting of vegetated swales and buffers, where reasonably feasible, prior to discharge of treated stormwater, tree cluster-rain gardens, pervious pavement, conserving natural areas and wetlands, minimizing development impacts, attempting to maintain site runoff rates, the use of integrated management practices, the implementation of pollution prevention, proper maintenance, and public education.

4. Karst Cover. Soil boring(s) shall be used to verify that suitable soil cover is maintained between each DRA bottom and any subsurface limestone rock strata, limestone pinnacles, or potential karst connections, consistent with applicable regulatory criteria.

5. Periodic Inspections. Once the on-site surface water management system is constructed in accordance with SWFWMD permit requirements, the Developer's engineer shall certify that the on-site surface water management system is in substantial conformity with the local and state regulations. Thereafter, periodic inspections shall be conducted to ensure that the system is being properly maintained in keeping with its permitted design, and can accomplish the permitted level of stormwater storage/treatment for which it was designed and intended.

E. Wetlands and Invasive Species.

1. The Developer shall protect wetland areas through a combination of (1) BMPs; (2) SWFWMD and FDEP Environmental Resource Program ("ERP") permitting criteria; (3) compliance with the rules and regulations of the U.S. Environmental Protection Agency ("EPA"); (4) NPDES compliance; (5) compliance with applicable mitigation requirements for any wetland impacts approved by the County and applicable permitting agencies; (6) conservation easements in favor of the POA, HOA or CDD, as applicable, which shall include a third-party right of enforcement in favor of the County pursuant to Section 704.06(8), *Florida Statutes*, where required by the C/PDP Rezoning, the Master Plan, or this DA; and (7) wetland/upland buffers as specified in this Development Agreement.

2. The Developer shall protect on-site surface waters from construction impacts through various measures, including the use of staked hay bales and silt screen fences, to protect wetlands from erosion and sediment transport.

3. Invasive exotic species shall be removed from all areas as required by the County's Land Development Regulations or the approved C-PDP Rezoning or Master Plan during horizontal site development construction. These areas shall also be maintained as needed by the POA, HOA or CDD, as applicable, with invasive plant management techniques approved by any applicable agency development permit(s).

F. Flood Plains. The Developer shall comply with the County's Flood Damage Prevention and Protection Ordinance, the County's Buildings and Building Regulations Ordinance, Federal Emergency Management Agency ("FEMA") regulations and SWFWMD regulations, and shall use the best available data regarding flood plains/flood-prone areas, as authorized by law and accepted by SWFWMD and the County at the time of construction plans approval.

G. Common Area Maintenance and Resident Education.

1. The Developer agrees to include in its HOA Covenants, Conditions and Restrictions (“**CC&Rs**”) a requirement that where the use of pesticides and/or chemicals are necessary for grounds maintenance within the Development (specifically including open spaces and common areas), such pesticides and chemicals shall be used sparingly and only in accordance with BMPs and provisions of the Florida Yards and Neighborhoods Program. The CC&Rs shall be recorded at the time of approval of each final subdivision plat against those portions of the Development subject to such plat. Furthermore, the Developer agrees that during the period of ownership or control of all portions of the Development where the use of pesticides and/or chemicals are necessary for grounds maintenance, within those portions of the Development it continues to own or control, such pesticides and chemicals shall be used sparingly and only in accordance with BMPs and the provisions in this Paragraph.

2. The Developer (or its designated builders) shall provide new residential property owners with materials and information regarding the Florida-Friendly Landscaping Program, a University of Florida/IFAS Extension program in cooperation with the Hernando County Utilities Department (“**Florida-Friendly Landscaping Program**”), and the County’s Fertilizer Ordinance (Ch. 28, Article XII), and encourage use of the principles, techniques, and landscaping recommendations within such materials and information. Such guidelines shall be included in the HOA CC&Rs for the Property as well.

H. Soils and Erosion.

1. Grading Plan. The grading plan shall be provided to the County at the time of, and in connection with, each set of construction plans, or functional equivalent, application.

2. Site Disturbance/Erosion.

a. The Development shall be designed to minimize site disturbance and erosion by construction phasing, limiting site clearance while maximizing retention of existing vegetation, and timely revegetating cleared areas.

b. The Developer shall use BMPs (*i.e.*, those BMPs generated by FDEP and SWFWMD) to control soil erosion.

c. The Developer shall protect on-site surface waters from construction impacts through various measures, including the use of staked hay bales and silt screen fences to reduce both erosion and sediment transport into wetland areas.

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

e. The Developer shall minimize fugitive dust through sodding, water sprinkling, seeding, mulching or planting of landscaped material in cleared and disturbed areas.

f. Should any noticeable soil slumping or sinkhole formation become evident before or during construction activities, the Developer shall comply with the permit conditions of SWFWMD to develop a plan of action and corrective measures to correct the problem. Once a plan of action and corrective measures are determined, the Developer shall complete the required actions/measures in accordance with any permit requirements.

g. A geotechnical report prepared by a Florida Registered Geotechnical Professional Engineer shall be provided for review by the County Engineer at the time of construction plans review to identify and recommend BMPs and professionally recognized engineering practices that address the identification of unsuitable soils, if present, to include the following:

i. The stripping of existing topsoil and vegetation/roots and undercutting pockets of organic soils and/or deleterious material, if encountered.

ii. The backfilling and compaction with structural fill in required lifts.

iii. The compaction and densification of the ground surface to recommended standards and depths.

I. Buffers, Open Space and Natural Vegetation.

1. Open space shall meet the minimum requirements of the Code and shall generally include the buffer areas, neighborhood parks, drainage areas, preserved natural vegetation, and pedestrian trails, as ultimately approved in conjunction with the C/PDP Rezoning Master Plan, conditional plat, construction plans review and/or site development review.

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

b. Passive recreational activities, including but not limited to boardwalks, pervious and impervious trails, picnic areas, and wildlife viewing, may be permitted in open space and drainage areas as designated at the time of conditional plat review.

2. Preserved natural vegetation shall meet the minimum requirements of the Code and may include the buffer areas identified in the approved C/PDP Rezoning and

Master Plan, as ultimately approved in conjunction with the C/PDP Rezoning Master Plan, conditional plat, construction plans review and/or site development review.

a. The Developer shall provide the County an accounting upon each application for conditional plat, of the allocation of preserved natural vegetation acreage for that conditional plat and an accounting of the total cumulative preserved natural vegetation at that point in the development process.

b. Because the Property lacks any significant areas of existing natural vegetation, the Developer may install native vegetation using Florida Friendly Landscaping practices. Preserved natural vegetation and/or planted vegetation may be used to meet this requirement.

3. The Developer shall incorporate into its POA, HOA and/or CDD documents, at a minimum: management provisions for all perimeter natural buffers, open spaces and pedestrian trails; identification and protection of any listed animal and plant species; and provisions for the distribution of educational materials to the Development's residents.

J. Water Supply and Conservation.

1. Water Supply. The Hernando County Utilities Department (“**HCUD**”) shall provide water supply for the Development, as required in Section IV below, subject to the following terms and conditions:

a. No individual resident wells shall be allowed; however, non-potable wells or reclaim water service shall be allowed for multi-family or commercial parcel sites under a single ownership, and common area irrigation managed by the POA, HOA or CDD, as applicable.

b. The Developer shall provide HCUD with a phasing schedule for the projected delivery of occupied residential units and non-residential square footage anticipated on an annual basis for a 10 year forecast period, which projections shall be updated annually by the Developer to enable HCUD to plan and to construct capital improvements to its water and wastewater treatment facilities, as required to meet the service commitment to the Development set forth in Section IV below. An initial phasing schedule is attached hereto as **EXHIBIT “E”**, and made a part hereof, for the purposes stated above.

c. In consideration for the County's commitment to reserve utility service capacity for the Development pursuant to Section IV below, the Developer has agreed to reserve an approximate one-quarter (0.25) acre well site in a location along the western boundary of the Development and near Lockhart Road for potential acquisition by HCUD as part of its regional potable water supply system (“**Well Site**”), subject to the following terms and conditions:

i. The County shall commence immediately and then complete its feasibility analysis for the Well Site prior to the Developer's request for approval of its conditional plat for the first phase of development within the Development, including, without limitation, any soils composition, water quantity, or water quality analysis.

ii. In the event the initial proposed site does not satisfy the County's soils composition or water quality requirements, the Parties shall cooperate in good faith to locate an alternative location for the Well Site, which in any event shall be determined prior to the Developer's request of its conditional plat approval for the first phase of development within the Development, such that the development plan schedule is not adversely impacted by the County's feasibility analysis. Any mutually agreed relocation of the Well Site shall not require any Master Plan amendment, C-PDP Rezoning Amendment, or Development Agreement amendment for the Development.

iii. The County shall not delay, impede, or condition the Developer's conditional plat approval for the first phase of development within the Development by reason of any County delay in completing its feasibility analysis for the Well Site.

iv. Once the location is approved by the County, the Developer shall reserve for a period of five (5) years the Well Site, or in such acreage and at such location as otherwise mutually agreed by the parties. If the County elects to acquire the site, the land valuation shall be at fair market value (pursuant to appraisal performed in accordance with Uniform Standards of Professional Appraisal Practice); provided, however, that the parties may negotiate such compensation in the form of cash consideration or impact fee/PDD Area Plan surcharge fee credits. If the County accepts the land, the County acknowledges that the Well Site shall be deemed a "public facility" and, therefore, not part of the retail, commercial, or office development entitlements authorized for the Development (in other words, the square footage in the public facility shall not be counted against the Development's approved entitlements). Should the County elect to not acquire the site, it shall revert to the approved use(s) set forth in the Master Plan.

v. Effective immediately upon execution and approval of this Development Agreement, the owners and Developer shall grant HCUD access to the site to perform soil, water quantity and water quality testing to verify adequacy for public water use.

vi. The Developer shall disclose the domestic supply Well Site location in the Homeowner Association Documents for the residential portions of the Development, so that residents are aware of such future well location.

vii. In the event HCUD elects to acquire, close upon and construct the Well Site facilities, and in the event there is not public roadway access to the Well Site, the Developer shall provide the County with permanent, non-exclusive access and utility easements over applicable private roadways within the adjacent portion(s) of the Development, for ingress and egress for operation and maintenance of the Well Site facilities. Developer agrees to grant a separate Temporary Construction Easement (TCE) for a reasonable size adjacent to the Well Site facility for its construction.

d. The Developer and HCUD shall enter into a Water and Sewer Service Agreement (“**W&S Agreement**”) pursuant to standard terms and conditions applicable within Hernando County; provided, however, that the service commitment shall be consistent with the foregoing terms herein and Section IV below. The Developer shall be responsible for extending all water lines to the Development to serve such Development.

e. The Developer acknowledges that wastewater treatment capacity for the Development is limited until the Ridge Manor Water Reclamation Facility Expansion Project is substantially completed (anticipated June of 2028). Despite such limitation, HCUD agrees to review and approve conditional plat(s) and construction drawing(s) submitted for the Development and provide general inspections for utility infrastructure during construction.

f. The Developer (or its designated builders) shall be liable for all water connection fees established in the Hernando County Code of Ordinances and applicable rate resolutions in effect at the time for each commercial building and each residential unit upon application for a building permit.

2. Water Conservation. The Development shall utilize the following water conservation techniques:

a. Minimum flush volume toilets shall be standard in residential and non-residential construction.

b. “WaterSense” fixtures shall be used on interior plumbing for residential construction and used where applicable in non-residential construction.

c. Automatic shut-off faucets shall be used where applicable in non-residential construction.

d. “WaterSense” irrigation controllers shall be installed on all residential and non-residential irrigation systems.

e. Low-volume irrigation spray heads, as well as drip systems, shall be used where appropriate for both residential and non-residential landscaping.

Residents shall be encouraged to use water-conserving devices for additions they might make to their irrigation systems.

f. Drought tolerant landscaping shall be utilized. The Developer shall ensure that all landscape design and maintenance throughout the Development on Developer maintained property conforms to the Florida-Friendly Landscaping Program.

g. The use of high maintenance sod, such as St. Augustine, or high-water use landscaped common areas, shall be discouraged.

h. Residential lot landscaping requirements shall comply with LDC Section 10-29.

i. The Developer shall ensure that irrigation systems operated for Developer common or controlled areas utilize and maintain computerized irrigation based on weather station information, moisture sensing systems to determine existing soil moisture, evapotranspiration rates, and zone control, to ensure water conservation.

j. The Developer shall encourage that irrigation systems installed for single-family residences in the Development, and fertilizer and pesticides practices, conform to the Florida-Friendly Landscaping Program standards at the time of initial installation of the irrigation system.

k. The Developer shall ensure that the Development's grounds maintenance staff and/or landscape installation/maintenance firms are trained and educated in the practices mandated by the Florida-Friendly Landscaping Program. The staff and/or firms shall ensure that ongoing landscape maintenance activities shall continue to adhere to such Program.

l. The Developer shall encourage ENERGY STAR certified laundry machines and dishwashers where hook-ups are provided in individual units, and in all common laundry rooms.

K. Wastewater. HCUD shall provide wastewater service to the Development as required in Section IV below, subject to the following terms and conditions:

1. The Developer and HCUD shall enter into a W&S Agreement pursuant to standard terms and conditions applicable within Hernando County; provided, however, that the service commitment shall be consistent with the foregoing terms herein and Section IV below. The Developer shall be responsible for extending all wastewater lines to the Development to serve such Development.

2. The Developer (or its designated builders) shall be liable for all water connection fees established in the Hernando County Code of Ordinances and applicable

rate resolutions in effect at the time for each commercial building and each residential unit upon application for a building permit.

L. Fire Protection, EMS Services, and Public Capital Facilities.

1. The Development shall pay all applicable Fire Protection and Emergency Medical Services Capital Facilities Impact Fees for the Development.

2. The Development also shall pay the Public Capital Facilities Impact Fee Surcharge(s) for Development within the I-75/SR 50 PDD.

M. Neighborhood Parks.

1. For the purposes of this Development Agreement, a neighborhood park is a small park designed to serve the residents within the Development or a portion thereof with basic recreational amenities, such as playgrounds, play fields, and picnic areas. An amenity center, which may include a community pool, meeting room, and/or fitness center, shall be considered a neighborhood park.

2. Based upon the total number of single family detached residential lots within each conditional plat, the Developer shall provide the minimum neighborhood park acreage as follows:

| Dwelling Units | Requirement |
|----------------------------|---|
| 0 – 50 dwelling units | 1 acre |
| 51 – 250 dwelling units | 1 acre plus 0.01 acres for each dwelling unit over 50, for a maximum of 3 acres |
| 251 – 500 dwelling units | 1 acre of land per 100 dwelling units, with a minimum of 3 acres and a maximum of 5 acres, or fraction thereof |
| 501 dwelling units or more | 5 acres for the first 500 dwelling units plus 0.0125 acres for each dwelling unit over 500, for a maximum of 20 acres |

3. The required neighborhood park system may consist of single or multiple neighborhood park sites, but in no event shall the required site be less than one (1) acre in size.

4. Notwithstanding anything to the contrary, a neighborhood park may serve multiple single family communities within the Development (“**Semi-Regional Park/Amenity**”). Should a single family community seek to use a previously approved Semi-Regional Park/Amenity, the Developer shall provide the County an accounting upon each application for conditional plat, of the acreage allocation of the Semi-Regional Park/Amenity utilized for that conditional plat and an accounting of the total cumulative Semi-Regional Park/Amenity acreage utilized thus far in the development process.

5. The above on-site park site requirements are in addition to, and not in lieu of, the payment of Parks Impact Fees. Such Fees shall be paid at the prevailing rate.

6. The Development also shall pay the Parks Impact Fee Surcharge(s) required for the Development within the I-75/SR 50 PDD.

N. Fire and EMS Site. The Development shall reserve for a period of five (5) years the five (5) acre area reserved on the Master Plan for a future fire and EMS station, or in such acreage and at such location as otherwise mutually agreed by the parties. If the County elects to acquire the site, the land valuation shall be at fair market value (pursuant to appraisal performed in accordance with Uniform Standards of Professional Appraisal Practice); provided, however, that the parties may negotiate such compensation in the form of cash consideration or impact fee/PDD Area Plan surcharge fee credits applicable against the Fire Protection and Emergency Medical Services Capital Facilities Impact Fees, “buildings” portion of the County’s public capital facilities impact fees and public capital facilities impact fee surcharges, or a combination thereof. If the County accepts the land, the County acknowledges that the fire/EMS station shall be deemed a “public facility” and, therefore, not part of the retail, commercial, or office development entitlements authorized for the Development (in other words, the square footage in the public facility shall not be counted against the Development’s approved entitlements). Should the County elect to not acquire the site, it shall revert to single family (PDP(SF)).

O. Schools.

1. School Concurrency. With respect to school concurrency, the following shall apply to the Development:

a. For informational purposes only, the Developer shall generate a Development absorption schedule, with each approved conditional plat differentiating age restricted and non-age restricted dwelling units and updated on an annual basis based upon actual home occupancy, and shall provide the same to the Hernando County School District and the Hernando County Planning Department.

b. The Developer shall apply for a school concurrency determination prior to conditional platting for each phase of the Development pursuant to the then current interlocal agreement in force and Hernando County Code. If there is insufficient school capacity at such time for the then-proposed phase(s), the Developer, the County, and the Hernando County School District shall enter into a written agreement for mitigation as required by the Public School Facilities Element of the Hernando County Comprehensive Plan, the then current Interlocal Agreement, and Hernando County Code. Any such required mitigation agreement shall be consistent with Section 163.3180, Florida Statutes, as amended, and the then current countywide school concurrency ordinance, which establishes uniform school concurrency mitigation payment requirements for all residential projects within Hernando County, and which ordinance shall apply to the Development from and after the effective date of such ordinance.

2. Educational Facilities Impact Fee. Independent from any concurrency requirements above, the Development shall pay applicable countywide Educational Facilities Impact Fees, except, so long as required by Florida law, that any mitigation payment made to the Hernando County School District shall be credited against the collection of the Educational Facilities Impact Fees in accordance with the then current Interlocal Agreement.

3. PDD Surcharges. The Development also shall pay the ten percent (10%) Educational Facilities Impact Fee Surcharge(s) for Development within the I-75/SR 50 PDD, except, so long as required by Florida law, that any mitigation payment to Hernando County School District shall be credited against the collection of the Educational Facilities Impact Fee Surcharge(s) in accordance with the then current Interlocal Agreement.

4. Conflict. In the event there is a conflict between the above sections and the then current Interlocal Agreement in force between the Hernando County School District and Hernando County, the Interlocal Agreement shall control.

P. Bicycle/Pedestrian Connectivity.

1. The Developer shall provide a network of trails, sidewalks, and bicycle/pedestrian facilities to interconnect the Development. A conceptual connectivity plan shall be provided with each conditional plat or phase of development, and further defined during the construction plans process. Connectivity may use open/recreation space, and perimeter buffer areas, as permitted by this Development Agreement, in the Developer's discretion. Trails may be designed to be pervious or impervious, as determined by the Developer. The Development may include gated/restricted-access communities which may limit access appropriately.

2. All sidewalks shall be designed and constructed in accordance with the requirements of the Florida Accessibility Code and Hernando County Facilities Design Guidelines.

Q. Transportation Mitigation Requirements.

1. Required Right-of-Way Dedications. The Developer shall convey to the County for public use, by plat or warranty deed (in such form and with such legal description and sketch as approved by the County) those lands within the Development related to the rights-of-way specified below as required by the I-75/SR 50 PDD Area Plan and/or as conceptually depicted on the C/PDP Master Plan:

a. Lockhart Road. The right-of-way for any portion of Lockhart Road contiguous with and adjacent to the Development's western boundary, to the extent necessary to provide a right of way width of 80 feet from the existing centerline of Lockhart Road adjacent to the Development.

b. North-South Spine Road. The right-of-way for a north-south spine road connecting SR 50 and Old Trilby Road at a width of 100 feet.

c. Reverse Frontage Road and Secondary Access Road. The right-of-way for a east-west reverse frontage road connecting the north-south spine road and the eastern property boundary and a secondary access road between SR 50 and the east-west reverse frontage road at a minimum width of 50 feet.

2. Terms for Right-of-Way Conveyances. The foregoing rights-of-way conveyances are collectively referred to in this Development Agreement as the “**Right-of-Way Dedications**,” as identified in Paragraph (1) above. Where required, the Right-of-Way Dedications also shall include retention/detention areas for any adjacent roadway segment; provided, however, that such roadway drainage may be commingled with Development drainage. Any required roadway drainage for adjacent roadway segments shall be determined not later than the conditional plat, or functional equivalent, approval for the adjacent Development phase. Unless required sooner by the County for roadway improvements to be made by the County or others, the Right-of-Way Dedications shall be made as each adjacent land phase is platted for the Development, or as such roadway segment otherwise is required for access to the Development. The Developer shall be entitled to impact fee credits in accordance with Section 163.31801(5)(a), Florida Statutes, and appropriate sections of the Hernando County Code.

3. Additional Transportation Mitigation Measures. The TIA identified certain required transportation improvements. Additionally, the County’s approval letter dated March 20, 2026 identified additional traffic mitigation requirements. Specifically, the following improvements must occur when warranted:

a. If the Development, or any phase thereof, warrants the signalization of the intersection of SR-50 and Project Access “A” (as identified in the TIA), in accordance with FDOT standards, the Developer shall be responsible for such signalization. If other developments will cause an impact contemporaneously with the impact caused by the Development, warranting such signalization, the Developer shall enter into a proportionate cost-share agreement with such contributing parties. Once such intersection is signalized, and when warranted as a result of the Development, the Developer must construct dual westbound left turn lanes from Project Access “A”.

b. The Developer must construct a 475-foot eastbound right turn lane at Project Access “A” (as identified in the TIA).

c. The Developer must construct a 430-foot eastbound right turn lane at Project Access “B” (as identified in the TIA).

R. Land Use Exchange Matrix (“LUEM”).

1. LUEM Conversions. The Parties agree that this Development Agreement constitutes final approval for the Developer to develop the Property as described in the approved C/PDP Rezoning and Master Plan. The Parties further agree that the Developer may increase certain land uses, with corresponding reductions in other land uses, pursuant

to the LUEM under the C/PDP Rezoning and Master Plan, and subject to the limitations set forth therein, without requiring any amendment to this Development Agreement.

2. Allowed Land Use Exchanges. The LUEM attached hereto as **EXHIBIT “D,”** and made a part hereof, contains the only land use exchanges recognized under this Development Agreement.

3. No Waiver of Zoning or Master Plan Review or Approval. The Parties agree that the land use exchanges identified above do not grant the Developer any Zoning or Master Plan entitlement as a matter of right, but are merely to avoid the amendment of this Development Agreement where there are no resulting increases in external vehicle trips per the LUEM.

S. Historic and Archeological Resources. In the event any archaeological artifacts are discovered during construction, the Developer shall stop construction in that area and immediately notify the County and the Division of Historical Resources of the Florida Department of State. Proper protection measures, under the supervision of a qualified professional, shall be undertaken to the satisfaction of the County and the Division of Historical Resources of the Florida Department of State, and shall be provided by the Developer.

T. Solid Waste Collection. The Development shall be deemed a Universal Collection Service Area, pursuant to Section 14-46(d) of the Code (as the same may be amended or renumbered from time to time), for purposes of the pick-up and disposal of solid waste and recyclables.

U. Transit. The Developer agrees to provide an appropriate transit stop location within or adjacent to a mixed-use, multi-family, or other non-residential use area within the Development. The transit location shall be mutually agreed upon by the County and the Developer and shall include a pull-out lane, protective shelter, and such other appurtenances as mutually agreed by the County and the applicable Developer.

V. Affordable Housing. The Developer may, but shall not be required to, designate and construct a portion of the residential dwelling units within the Development as affordable or workforce housing units. Any such designation shall be made at the sole discretion of the Developer and may occur at the time of conditional plat or site plans for the applicable phase or parcel. An inclusionary housing plan shall be included as part of the application submittal for site plan or conditional plat approval, outlining the total number of affordable units, income levels, etc. If the Developer elects to provide affordable or workforce housing units, such units shall comply with the applicable income eligibility standards, affordability periods, and regulatory requirements established by the County’s affordable or workforce housing regulations or policies in effect at the time of approval, unless otherwise approved by the County. The Developer shall be eligible for incentives to construct affordable units, which may be negotiated with the County as such time the Developer seeks a conditional plat or site plan for the applicable phase or parcel.

SECTION IV - CONCURRENCY

A. Potable Water. Pursuant to the County’s Adequate Public Facilities Ordinance, the County hereby deems that concurrency for potable water to serve the Development Entitlements, with an estimated demand of:

| | |
|------------------------------|---------|
| GPD for Residential | 342,300 |
| <i>978 residential units</i> | |
| GPD for Non-Residential | 36,000 |
| (i.e., Commercial) | |
| <i>200,000 SF</i> | |
| TOTAL | 378,300 |

has been satisfied, subject to full compliance with the W&S Agreement and the terms of this Development Agreement, and assuming that no substantial deviation occurs which would require concurrency under this Paragraph to be reevaluated, or would require additional mitigation.

B. Sewage Treatment (Wastewater). Pursuant to the County’s Adequate Public Facilities Ordinance, the County hereby deems that concurrency for sewage treatment (wastewater) for the Development Entitlements, with an estimated demand of:

| | |
|------------------------------|---------|
| GPD for Residential | 195,600 |
| <i>978 residential units</i> | |
| GPD for Non-Residential | 24,000 |
| (i.e., Commercial) | |
| <i>200,000 SF</i> | |
| TOTAL | 219,600 |

has been satisfied, subject to full compliance with the W&S Agreement and the terms of this Development Agreement, and assuming that no substantial deviation occurs which would require concurrency under this Paragraph to be reevaluated, or would require additional mitigation.

C. Drainage/Stormwater Management Facilities. Pursuant to the County’s Adequate Public Facilities Ordinance, the County hereby deems that concurrency for stormwater management to serve the Development Entitlements, together with the proposed construction of the necessary drainage/stormwater management facilities and DRAs, has been satisfied, conditioned upon the Developer obtaining all applicable state and local permits and further subject to full compliance with the terms of this Development Agreement, and assuming that no substantial deviation occurs which would require concurrency under this Paragraph to be reevaluated, or would require additional mitigation. Notwithstanding the foregoing, no building permit shall be issued for development unless and until the Developer provides evidence to the satisfaction of the County that adequate drainage/stormwater management facilities shall be available concurrent with the impacts of the Development at the levels of service adopted in the Hernando County Comprehensive Plan and all applicable County codes and regulations.

D. Solid Waste. Pursuant to the County’s Adequate Public Facilities Ordinance, the County hereby deems that concurrency for solid waste for the Development Entitlements, with an estimated demand of:

| | |
|---|--------|
| Pounds Per Day for Residential <i>978 residential units</i> | 11,010 |
| Pounds Per Day for Non-Residential (i.e., Commercial) <i>200,000 SF</i> | 2,600 |
| TOTAL | 13,610 |

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

E. Parks and Open Space. Pursuant to the County’s Adequate Public Facilities Ordinance, the County hereby deems that concurrency for parks and open space for the Development and/or their aggregate equivalent on the Property, with an estimated demand of:

| | |
|---------------------|------------|
| User-Oriented Parks | 4.64 acres |
| Open Space | 4.64 acres |

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

F. Transportation. Pursuant to the County’s Adequate Public Facilities Ordinance, the County hereby deems that concurrency for transportation (roads) for the Development is satisfied by the Developer’s compliance with this Development Agreement.

G. Substantial Modification. In the event a substantial modification (in accordance with the County’s Land Development Regulations) occurs in the course of developing the Development necessitating an amendment to this Development Agreement (see Section V below), then the County reserves the right to reevaluate its concurrency approvals under this Section, and to require additional data, analysis, studies, and mitigation, without limitation, from the Developer, pursuant to applicable laws, ordinances and regulations.

SECTION V - FURTHER PROVISIONS

A. This Development Agreement shall run with the land and shall be binding upon all affected persons, including the successors and assigns of the Owner and/or Developer.

B. The County shall record this Development Agreement, in the Official Records of Hernando County, Florida, within fourteen (14) days after the adoption date hereof by the BOCC, and shall provide a copy of the recorded documents to the Developer and to the Hernando County School District.

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

D. The Development (as approved under this Development Agreement) shall not be subject to down-zoning, unit density reduction, or intensity reduction from the Effective Date of this Development Agreement until the development approvals granted hereunder terminate pursuant to this Development Agreement, or applicable law.

E. The School Board is joined in this Development Agreement solely as to Section III(O) and Section V. The Parties may amend this Development Agreement, without the approval of the School Board, with respect to any provisions which the School Board has not joined.

F. This Development Agreement shall expire as provided in Section II above.

G. The approval of this Development Agreement shall not exempt any portion or unit of the Development from the payment of all required impact fees or impact fee surcharges at the prevailing rate. Impact fees and impact fee surcharges shall be due in full without credit or offset, except as expressly provided for in this Development Agreement or as provided in State law or Hernando County Code.

H. The Chairman of the BOCC is authorized to execute this Development Agreement on behalf of Hernando County, Florida.

I. Nothing herein shall be construed as prohibiting the Developer from requesting that the BOCC review the interpretation, implementation or enforcement of this Development Agreement.

J. The Parties may execute this Development Agreement in duplicate originals, with separate signature pages, all of which shall constitute and comprise the same original Development Agreement. The fully executed original Development Agreement shall be recorded in the Official Records of Hernando County, Florida, as provided herein.

[SIGNATURES ON FOLLOWING PAGES]

ADOPTED IN REGULAR SESSION THIS ____ DAY OF _____, 2026.

**ACCEPTED AND AGREED TO BY
HERNANDO COUNTY, FLORIDA:**

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

Attest: _____
Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

By: _____
Jerry Campbell
Chairman

(SEAL)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
County Attorney's Office

**ACCEPTED AND AGREED
TO BY THE DEVELOPER:**

The Developer (by and through its Agent named below) hereby accepts and agrees to all terms, conditions and restrictions contained in the Development Agreement set forth above and further agrees to be bound by the same for itself, and its heirs, successors and/or assigns as long as this Development Agreement remains effective. Notwithstanding anything herein, the terms, conditions and restrictions above shall terminate when this Development Agreement expires, unless the Development Agreement expressly provides for the term, condition or restriction to remain in effect following the expiration of the Development Agreement.

WITNESSES:

JACK MELTON FAMILY, INC., a Florida corporation

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__, by _____ of JACK MELTON FAMILY, INC., a Florida corporation, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

Notary Public

Name printed

My Commission Expires: _____

**ACCEPTED AND AGREED TO
BY THE SCHOOL BOARD OF
HERNANDO COUNTY, FLORIDA
Solely as to Section III(O) and Section V**

Attest:

**SCHOOL BOARD OF HERNANDO
COUNTY, FLORIDA**

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legality by legal
counsel to the School Board of Hernando
County, Florida, exclusively for its use and
reliance.

By: _____

Christopher J. Wilson

Date: _____

SCHEDULE OF EXHIBITS

- EXHIBIT “A”** Legal Description of the Property
- EXHIBIT “B”** Legal Description of the FDOT Parcel
- EXHIBIT “C”** Approved Master Plan per Approved C/PDP Rezoning
(BOCC Approved on _____)
- EXHIBIT “D”** Land Use Exchange Matrix (“**LUEM**”)
- EXHIBIT “E”** Initial Phasing Schedule

EXHIBIT "A"

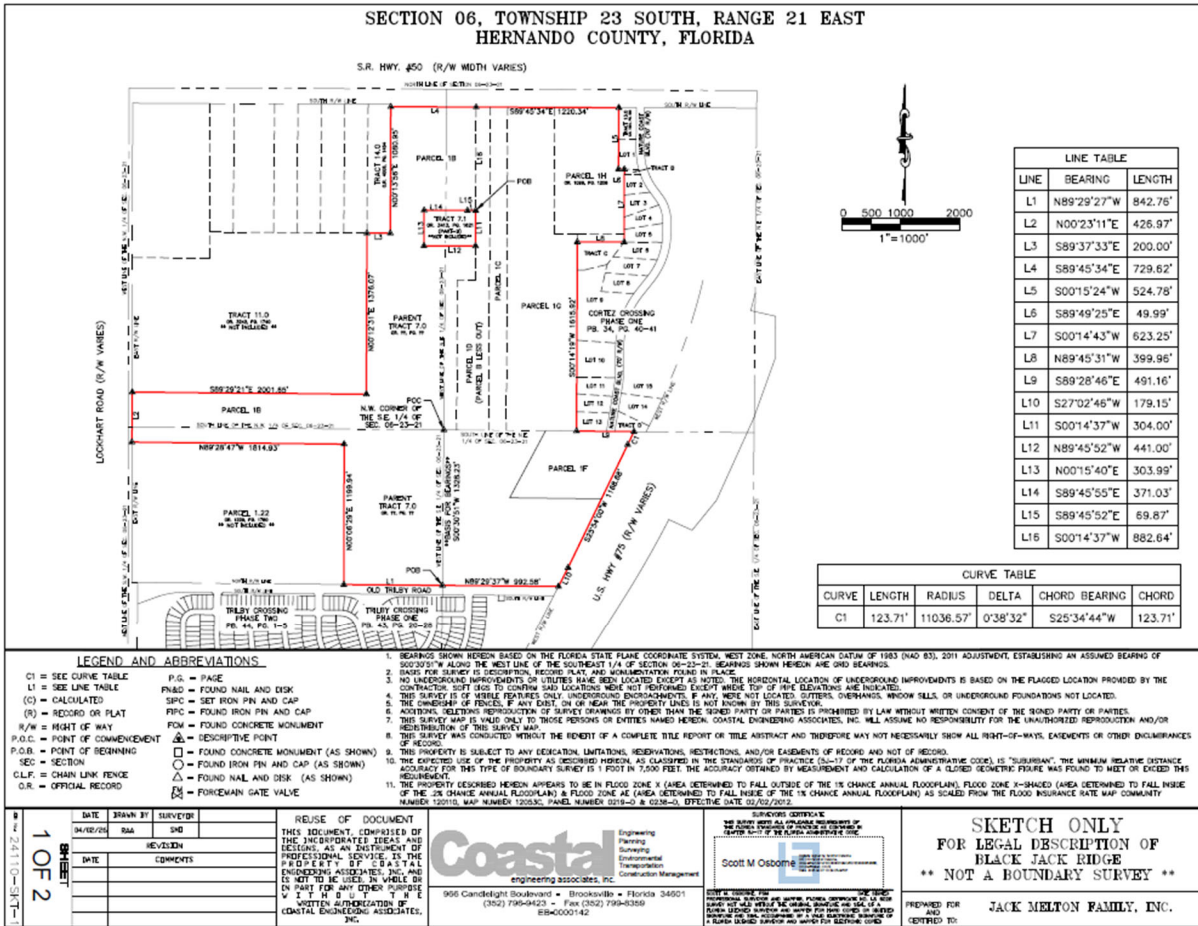


EXHIBIT "A"

BLACK JACK RIDGE LEGAL DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, RUN S00°30'51"W, 1328.23 FEET TO THE NORTH RIGHT-OF-WAY LINE OF OLD TRILBY ROAD AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, RUN N89°29'27"W, 842.76 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, RUN N00°06'29"E, 1199.94 FEET; THENCE N89°28'47"W, 1814.93 FEET TO THE EAST RIGHT-OF-WAY LINE OF LOCKHART ROAD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, RUN N00°23'11"E, 426.97 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, RUN S89°29'21"E, 2001.65 FEET; THENCE N00°12'31"E 1376.07 FEET; THENCE S89°37'33"E, 200.00 FEET; THENCE N00°13'56"E, 1080.95 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF S.R. HWY. #50; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, RUN S89°45'34"E, 729.62 FEET; THENCE CONTINUE S89°45'34"E, 1220.34 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, RUN S00°15'24"W, 524.78 FEET TO THE SOUTH LINE OF LOT 1 OF CORTEZ CROSSING, PHASE ONE, AS RECORDED IN PLAT BOOK 34, PAGES 40 THROUGH 41 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, RUN S89°49'25"E, 49.99 FEET TO THE WEST LINE OF SAID CORTEZ CROSSING, PHASE ONE; THENCE ALONG SAID WEST LINE OF SAID CORTEZ CROSSING, PHASE ONE, RUN S00°14'43"W, 623.25 FEET TO THE NORTH LINE OF TRACT C OF SAID CORTEZ CROSSING, PHASE ONE; THENCE ALONG SAID NORTH LINE, RUN N89°45'31"W, 399.96 FEET TO THE WEST LINE OF SAID TRACT C; THENCE CONTINUE ALONG THE WEST LINE OF SAID CORTEZ CROSSING, PHASE ONE, S00°14'19"W, 1615.92 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 AND THE SOUTH LINE OF SAID CORTEZ CROSSING PHASE ONE; THENCE ALONG SAID SOUTH LINE, RUN S89°28'46"E, 491.16 FEET TO THE WEST RIGHT-OF-WAY LINE OF U.S. HWY. #75. SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 11036.57 FEET, A CENTRAL ANGLE OF 00°38'32"; AND A CHORD BEARING AND DISTANCE OF S25°34'44"W, 123.71 FEET; THENCE ALONG THE ARC OF SAID CURVE 123.71 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE S25°54'00"W, 1168.68 FEET; THENCE S27°02'46"W, 179.15 FEET TO THE NORTH RIGHT-OF-WAY LINE OF OLD TRILBY ROAD; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, RUN ALONG THE NORTH RIGHT-OF-WAY LINE OF OLD TRILBY ROAD, N89°29'37"W, 992.58 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA AND THE POINT OF BEGINNING.

CONTAINING 203.89 ACRES MORE OR LESS.

LESS THE FOLLOWING DESCRIBED PARCEL OF LAND: (TRACT 7.1)

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, RUN S00°30'51"W, 1328.23 FEET TO THE NORTH RIGHT-OF-WAY LINE OF OLD TRILBY ROAD AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, RUN N89°29'27"W, 842.76 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, RUN N00°06'29"E, 1199.94 FEET; THENCE N89°28'47"W, 1814.93 FEET TO THE EAST RIGHT-OF-WAY LINE OF LOCKHART ROAD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, RUN N00°23'11"E, 426.97 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, RUN S89°29'21"E, 2001.65 FEET; THENCE N00°12'31"E 1376.07 FEET; THENCE S89°37'33"E, 200.00 FEET; THENCE N00°13'56"E, 1080.95 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF S.R. HWY. #50; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, RUN S89°45'34"E, 729.62 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, RUN S00°14'37"W, 882.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°14'37"W, 304.00 FEET; THENCE N89°45'52"W, 441.00 FEET; THENCE N00°15'40"E, 303.99 FEET; THENCE S89°45'55"E, 371.03 FEET; THENCE CONTINUE S89°45'52"E, 69.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.08 ACRES MORE OR LESS.

NET AREA CONTAINING 200.81 ACRES MORE OR LESS.

LEGEND AND ABBREVIATIONS

| | |
|-----------------------------|--|
| C1 = SEE CURVE TABLE | P.O. = PAGE |
| L1 = SEE LINE TABLE | FN&D = FOUND NAIL AND DISK |
| (C) = CALCULATED | SIPC = SET IRON PIN AND CAP |
| (R) = RECORD OR PLAT | FFC = FOUND IRON PIN AND CAP |
| R/W = RIGHT OF WAY | FCM = FOUND CONCRETE MONUMENT |
| P.O.B. = POINT OF BEGINNING | Δ = DESCRIPTIVE POINT |
| P.O.S. = POINT OF BEGINNING | □ = FOUND CONCRETE MONUMENT (AS SHOWN) |
| SEC = SECTION | ○ = FOUND IRON PIN AND CAP (AS SHOWN) |
| CLP = CHAIN LINK FENCE | △ = FOUND NAIL AND DISK (AS SHOWN) |
| O.R. = OFFICIAL RECORD | ⊗ = FORKMAN GATE VALVE |

1. BEARINGS SHOWN HEREIN BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, ESTABLISHING AN ASSUMED BEARING OF S00°30'51"W ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 06-23-21. BEARINGS SHOWN HEREIN ARE OLD BEARINGS.
2. DATA FOR BEARINGS BY SECTION, RECTANGULAR, AND ADMINISTRATION POINTS IN PLACE.
3. NO UNDERGROUND IMPROVEMENTS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED. THE HORIZONTAL LOCATION OF UNDERGROUND IMPROVEMENTS IS BASED ON THE FLAGGED LOCATION PROVIDED BY THE CONTRACTOR. 100% TEST HAS TO CORROBORATE SAID LOCATIONS. NONE NOTED EXCEPT UNDER TOP OF FIVE DEGREES AND INDICATED.
4. THIS SURVEY IS OF SURFACE FEATURES ONLY. UNDERGROUND ENCROACHMENTS, IF ANY, WERE NOT LOCATED. CUTTERS, OVERHANDS, WINDOW SILLS, OR UNDERGROUND FOUNDATIONS NOT LOCATED.
5. THE OWNERSHIP OF RECORDS, IF ANY, EXIST ON OR NEAR THE PROPERTY LINES IS NOT KNOWN BY THIS SURVEYOR.
6. ADDITIONAL SELECTION REPRODUCTION OF SURVEY DRAWINGS BY OTHER THAN THE SIGNED PARTY OR PARTIES IS PROHIBITED BY LAW WITHOUT WRITTEN CONSENT OF THE SIGNED PARTY OR PARTIES.
7. THIS SURVEY MAP IS MADE ONLY TO THOSE PERSONS OR ENTITIES NAMED HEREIN. COASTAL ENGINEERING ASSOCIATES, INC. WILL ASSUME NO RESPONSIBILITY FOR THE UNAUTHORIZED REPRODUCTION AND/OR DISTRIBUTION OF THIS SURVEY MAP.
8. THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT OR TITLE ABSTRACT AND THEREFORE MAY NOT NECESSARILY SHOW ALL RIGHT-OF-WAY, EASEMENTS OR OTHER ENCUMBRANCES OF RECORD.
9. THIS PROPERTY IS SUBJECT TO ANY EASEMENTS, LIMITATIONS, RESERVATIONS, RESTRICTIONS, AND/OR EASEMENTS OF RECORD AND NOT OF RECORD.
10. THE EXPECTED USE OF THE PROPERTY AS DESCRIBED HEREIN, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (SOP-17 OF THE FLORIDA ADMINISTRATIVE CODE), IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 15000 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED RECTANGULAR POLYGON WAS FOUND TO MEET OR EXCEED THIS REQUIREMENT.
11. THE PROPERTY DESCRIBED HEREIN APPEARS TO BE IN FLOOD ZONE X (AREA DETERMINED TO FALL OUTSIDE OF THE 1% CHANCE ANNUAL FLOODPLAIN, FLOOD ZONE X-SHADED (AREA DETERMINED TO FALL INSIDE OF THE 1% CHANCE ANNUAL FLOODPLAIN) & FLOOD ZONE AE (AREA DETERMINED TO FALL INSIDE OF THE 1% CHANCE ANNUAL FLOODPLAIN) AS SCALED FROM THE FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 120101, MAP NUMBER 120101, PANEL NUMBER 0210-01 & 0210-02, EFFECTIVE DATE 02/07/2015.

| | | | | | | | |
|--------------|------------------|---------------|---------------|--|--|--|---|
| 2 OF 2 | DATE: 04/02/2016 | DRAWN BY: RAA | SURVEYOR: SHD | REUSE OF DOCUMENT THIS DOCUMENT, COMPRISED OF THE INCORPORATED IDEAS AND DESIGN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF COASTAL ENGINEERING ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED, COPIED, OR USED IN ANY MANNER WITHOUT THE WRITTEN AUTHORIZATION OF COASTAL ENGINEERING ASSOCIATES, INC. | Engineering Planning Surveying Environmental Transportation Construction Management | SURVEYOR CERTIFICATE I HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF FLORIDA AND I HAVE PERSONALLY CONDUCTED THIS SURVEY. Scott M Osborne License No. 120101 | SKETCH ONLY FOR LEGAL DESCRIPTION OF BLACK JACK RIDGE ** NOT A BOUNDARY SURVEY ** PREPARED FOR: JACK MELTON FAMILY, INC. CERTIFIED TO: |
| | DATE: | COMMENTS: | | | | | |

[Insert Legal Description]

EXHIBIT “B”

[Insert Approved Master Plan]

EXHIBIT “C”

LAND USE EQUIVALENCY MATRIX

| <u>Trade From</u> | <u>Trade To</u> | | | |
|--------------------|---------------------------|-----------------------|---------------------|--------------------------|
| | <u>Single Family (DU)</u> | <u>Townhomes (DU)</u> | <u>Retail (KSF)</u> | <u>Multi-Family (DU)</u> |
| Single Family (DU) | - | 1.586 | 0.225 | 1.796 |
| Townhomes (DU) | 0.631 | - | 0.142 | 1.133 |
| Retail (KSF) | 4.443 | 7.046 | - | 7.981 |
| | | | | - |

(1) Source - Based on ITE Trip Generation Manual, 12th Edition
(PM Peak hour Gross Trips) utilized in Access Management Analysis dated Oct. 2025.

(2) Trip Rates

| | | |
|---------------------|-------|--------|
| Single Family (210) | 0.934 | TE/DU |
| Townhomes (215) | 0.589 | TE/DU |
| Retail (820) | 4.150 | TE/KSF |
| Multi-Family (220) | 0.520 | TE/DU |

Convert (Trade From) 100 Single Family Homes to Townhomes (Trade To)
 $100 \times 1.586 = 159$ Townhomes

EXHIBIT “D”

**Black Jack Ridge
Initial Phasing Schedule**

| Year | Units |
|--------------------|--------------|
| 2028 | 150 |
| 2029 | 250 |
| 2030 | 250 |
| 2031 | 200 |
| 2032 | 128 |
| Total Units | 978 |