

DEVELOPMENT AGREEMENT
SOMERSET BAY
C-PDP (COMBINED-PLANNED DEVELOPMENT PROJECT)
HERNANDO COUNTY, FLORIDA

This DEVELOPMENT AGREEMENT (the "Development Agreement") is made and entered into on the 29th day of November, 2022, by and between SOMERSET LAND LLC, a Florida limited liability company, 18125 Wayne Road, Odessa, FL 33556 and their respective successors and assigns (the "Developer"), and HERNANDO COUNTY, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, FL 34604 (the "County"), regarding Developer's proposed development of that certain project known as Somerset Bay (the "Project").

Recitals

WHEREAS, Developer owns approximately 125.96 gross acres located in unincorporated Hernando County, legally described in Exhibit A attached hereto and made a part hereof (the "Property"); and,

WHEREAS, development of the Property and the Project are governed by that certain C-PDP Master Plan H1814, Ordinance No. 2018-124, approved by the Hernando County Board of County Commissioners ("BOCC") on October 9, 2018, as subsequently modified by that certain Minor Modification request administratively approved on April 12, 2022 (as amended and modified, the "Master Plan"); and,

WHEREAS, on May 9, 2022, the Planning and Zoning Commission ("P&Z Commission") approved the Somerset Bay Conditional Plat (the "Conditional Plat") for the Property and the initial phase of the Project ("Phase I"); and,

WHEREAS, the parties desire to enter into this Development Agreement to memorialize certain improvements required by the Master Plan and the Conditional Plat for the Property and Phase I of the Project;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual understandings and agreements hereinafter set forth and contained, the parties agree as follows:

1. **Integration of Recitals.** The recitals set forth above are accurate, true, and correct and are incorporated herein by reference and made a part hereof.
2. **Authority.** Development Agreement is authorized by Section 163.3220, et seq., Florida Statutes and the zoning code for Hernando County, Florida (the "Zoning Code").
3. **Effective Date and Term.** This Development Agreement shall take effect upon the date executed by the last party hereto (the "Effective Date"). The term of this Development Agreement shall expire on December 31, 2041 (the "Term") unless modified in writing and executed by both parties.
4. **Incorporation of the Master Plan.** The Master Plan is attached as Exhibit B to this Development Agreement and shall be incorporated into this Development Agreement by reference and made a part hereof; provided, however, that any subsequent revision to the Master Plan approved by the BOCC shall be deemed automatically incorporated herein unless an amendment to this Development Agreement is required based upon the terms of the approved Development Agreement.
5. **Incorporation of the Conditional Plat.** The Conditional Plat is attached as Exhibit C to this Development Agreement and shall be incorporated herein by reference and made a part hereof; provided, however, that any subsequent revision to the Conditional Plat approved by the P&Z Commission shall be deemed automatically

incorporated herein unless an amendment to this Development Agreement is required based upon the terms of the approved Development Agreement.

6. **Consistency with the Comprehensive Plan and Zoning Code.** The County hereby finds that development of the Property with Phase I of the Project in a manner consistent with the terms of this Agreement is consistent with the County's Comprehensive Plan and Zoning Code.

7. **Necessary Conditions, Terms and Restrictions.** The County finds that there are no other conditions, terms, or restrictions, other than as set forth herein, that are necessary to protect the public health, safety, and welfare of its citizens related to Phase I of the Project.

8. **Vesting of Entitlements.** Notwithstanding any other provision of the Zoning Code or other laws or regulations, the Project's entitlements as set forth in the Master Plan (and any subsequent revision to the Master Plan approved by the BOCC) shall be vested for the Term of this Development Agreement, including any extensions of this Development Agreement which may be approved pursuant to the terms hereof or in accordance with applicable law.

9. **Law and Ordinance Compliance.** The ordinances, codes, policies, and procedures of the County (including, but not limited to, the Zoning Code) concerning development of the Property that are in existence as of the date hereof shall govern development of Phase I of the Project, and the same shall be in compliance with the applicable regulations of applicable State and Federal agencies. No subsequently adopted ordinances, policies, or procedures shall apply to Phase I of the Project except in accordance with the provisions of Section 163.3233(2), Florida Statutes. Notwithstanding the foregoing, the County shall have the absolute discretion to amend and/or adopt life safety codes such as, but not limited to, fire codes that may conflict with the provisions herein or may impose additional burdens on Developer as is otherwise authorized by State Statutes or the regulations of governmental administrative agencies, provided that such life safety codes retroactively apply to all development similar to the Project in the County. Failure of this Development Agreement to address a particular permit, condition, term, restriction, or to require a development permission shall not relieve Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions in any matter or thing required under existing Ordinances of the County (including, but not limited to the Zoning Code) or regulations of any other governmental agency, or any other entity having legal authority over the Property.

10. **Mitigation Requirements and Deadlines.** The requirements and deadlines for all terms of mitigation required for the Project shall be as set forth in this Development Agreement, which shall prevail over any other existing or future County Ordinances, Zoning Code provisions or other requirements for pursuit of the Project as vested and authorized in this Development Agreement.

11. **Commencement of Development.** For purposes of this Development Agreement, the "Commencement of Development" shall mean that Developer shall have constructed or cause to be constructed any site grading or clearing, infrastructure, roadways, or vertical development.

12. **Initial Phase Final Approval.** This Development Agreement constitutes final approval for Developer to develop the Property with Phase I of the Project, subject to all required Zoning Code and permitting regulations and in accordance with the terms of this Development Agreement and the Master Plan. For purposes hereof Phase I of the Project shall be limited to the development of 400 single family dwelling units upon the Property, as shown and depicted on the Conditional Plat. This Development Agreement shall be updated and amended with each phase subsequent to Phase I of the Project.

13. **Transportation Mitigation Requirements for Phase I.**

(a) **Transportation Analysis.** A *Transportation Analysis* prepared by Lincks & Associates, Project No. 21099, dated August 2021 (the "Transportation Analysis"), has been prepared in accordance with the County's required methodology and has been submitted to and accepted by the County.

(b) Internal Roadway Improvements. Pursuant to the Transportation Analysis, the following internal roadway improvements are required for Phase I of the Project (the "Required Internal Roadway Improvements"):

(i) An extension of the existing public right-of-way known as Bay Drive from the southwest corner of the Property and continuing east/southeast to the Traffic Circle (as defined hereinbelow), as shown and depicted on the Master Plan and the Conditional Plat (the "Bay Drive Improvements").

(ii) An extension of the existing access drive for the Explorer K-8 public school (the "School") more commonly known as Explorer Boulevard, from the northeast corner of the Property and continuing south/southwest to the Traffic Circle, as shown and depicted on the Master Plan and the Conditional Plat (the "Explorer Boulevard Improvements").

(iii) A traffic circle/roundabout at the intersection of the Bay Drive Improvements and the Explorer Boulevard Improvements, at the southeast corner of the Property, as shown and depicted on the Master Plan and the Conditional Plat (the "Traffic Circle").

(c) Offsite Roadway Improvements. Pursuant to the Transportation Analysis, the following offsite roadway improvements shall be required for Phase I of the Project (the "Required Offsite Roadway Improvements"):

(i) Improvement of approximately 1,300 linear feet of Explorer Boulevard to 4-lane collector road status, said improvements being made within the existing right-of-way for Explorer Boulevard, commencing at the intersection of Northcliffe Boulevard and continuing south/southwest to the boundary of the School's property¹, all as shown and depicted on Exhibit D hereof (the "Offsite Roadway Improvement Plan").

(d) Design and Permitting. Developer shall cause the Required Internal Roadway Improvements and the Required Offsite Roadway Improvements (collectively, the "Required Roadway Improvements") to be designed and permitted in accordance with the County's standards and requirements and, where applicable, Florida Department of Transportation requirements, and in a manner generally consistent with that depicted on the Master Plan (with respect to the Required Internal Roadway Improvements) and the Offsite Roadway Improvement Plan (with respect to the Required Offsite Roadway Improvements).

(e) Responsibility for Construction; Funding; Initial Budget. Developer shall construct or cause others to construct on its behalf, the Required Roadway Improvements. Funding for the design, permitting, and construction of the Required Roadway Improvements shall be provided solely by Developer and/or the Community Development District ("CDD") (at Developer's discretion) and the County shall have no obligation and/or responsibility with respect thereto. Attached as Exhibit E hereof is a preliminary cost estimate and budget for the design, permitting, and construction of the Required Roadway Improvements (the "Preliminary Budget"). The parties agree that the Preliminary Budget can and may change and that any changes thereto shall not require an amendment to this Development Agreement; provided, however, once Developer has finalized the costs for designing, permitting, and constructing the Required Roadway Improvements, Developer shall submit a final budget to the County for its records.

(f) Timing for Construction. Construction of the Required Roadway Improvements shall commence contemporaneously with (or at Developer's option, prior) to the Commencement of Development for Phase I and shall be completed prior to the issuance of a Certificate of Occupancy for single family residential units constructed in Phase I.

→ ¹ Improvements to Explorer Boulevard adjacent to the Explorer K-8 school are being made pursuant to a separate agreement between Developer and the Hernando County School Board.

(g) **Right-of-Way Dedications.** Developer shall, upon completion of the Required Roadway Improvements for Phase I of the Project and acceptance thereof by the County, 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 Property related to the Bay Drive Improvements, the Northcliffe Road Improvements, and the Traffic Circle.

14. **Explorer Boulevard Access.** It is acknowledged and agreed that Explorer Boulevard is presently located upon real property owned by the Hernando County School Board (the "School Board") and that the Property's and Project's access to and from Northcliffe Boulevard via Explorer Boulevard is derived from that certain *Access Easement* recorded in Official Records Book 3231, at page 649 of the Public Records of Hernando County, Florida (the "Access Easement"). The County agrees that, upon request of the School Board (and subject to any standard requirements imposed by the County in connection with the acceptance of rights-of-way), to accept dedication of that portion of Explorer Boulevard presently located upon the School Board's property, and in connection therewith Developer agrees to execute a release of the Access Easement. The Parties acknowledge and agree that the foregoing is necessary and desirable in connection with the dedications contemplated by subpart 13(b) above, such that the Project and surrounding properties will be served and benefitted by public roadways.

15. **Permit Applications.** The County shall accept and promptly review all right-of-way permits, development plans, construction plans, and other required applications submitted by Developer in connection with Phase I of the Project, and shall, without unnecessary delay, issue all permits and approvals related thereto, subject to compliance and consistency with the Comprehensive Plan, the County's Zoning Code, applicable County Ordinances, the Florida Building Code and this Development Agreement.

16. **Covenant of Cooperation.** The parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Development Agreement and in achieving completion of the development of the Property and Phase I of the Project.

17. **Development Obligations.** Nothing contained herein shall bind Developer to construct any physical improvements upon the Property; however, if Developer should construct any physical improvements on the Property, such improvements shall be consistent with the development requirements set forth in this Development Agreement.

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

19. **Construction, Operational and Maintenance Obligations.** In each instance where Developer is responsible for construction, operation, and/or ongoing maintenance of privately owned facilities or infrastructure for or within the Project, Developer may assign any or all of its responsibilities to improve and maintain those facilities to an appropriate entity, which may include a designated homeowner's association ("HOA") or Community Development District ("CDD") authorized by law and able to fulfill such responsibility consistent with statutory requirements.

20. **Fees.** All applicable impact fees, development review fees, building permit fees, and all other fees of any type or kind shall be paid by Developer in accordance with the County Zoning Code and/or applicable County Ordinances, in such respective amount set forth therein and applicable to other similar developments, as and when they become due and payable. All development of the Property made pursuant to this Development Agreement is not impact fee creditable.

21. **No Estoppel.** The parties agree that prior to the approval of this Development Agreement by the BOCC, the County's interest in entering into this Development Agreement, any staff comments or recommendations relative to the Project, and any other acts in furtherance of this Development Agreement may not be used by Developer in any manner whatsoever as committing the County legally through a theory of equitable estoppel, action in reliance, or any other legal theory as to the approval of such proposed development in the event that this Development Agreement is not approved by the BOCC or for any other reason does not take effect in all material respects. The

parties further agree that any and all action by Developer or its representatives in negotiation of this Development Agreement, including all acts or expenditures in the implementation of this Development Agreement or submittals to other governmental bodies, shall in no way be deemed to be an action in reliance giving rise to an equitable estoppel.

22. **Recordation.** Not later than 14 days after the execution of this Development Agreement by the parties hereto, the County shall record this Development Agreement with the Clerk of the Circuit Court in Hernando County, Florida.

23. **Agreement as Covenant.** This Development Agreement shall constitute a covenant running with the Property for the Term hereof and shall be binding upon Developer and upon all persons deriving title by, through, or under Developer and upon its successors and assigns in title. The agreements contained herein shall benefit and limit all present and future owners of the Property, and the County for the Term hereof.

24. **Legislative Act.** This Development Agreement is agreed to be a legislative act of the County in furtherance of its powers to regulate land use and development within its boundaries and, as such, shall be superior to the rights of existing mortgagees, lienholders, or other persons with a legal or equitable interest in the Property and this Development Agreement and the obligations and responsibilities arising hereunder as to Developer shall be superior to the rights of said mortgagees or lienholders and shall not be subject to foreclosure under the terms of mortgages or liens entered into or recorded prior to the execution and recordation of this Development Agreement. The foregoing notwithstanding, any lienholder or mortgagee shall have the right to perform any term, covenant, or condition and to remedy any default hereunder, and County shall accept such performance with the same force and effect as if furnished by Developer. The execution of this Development Agreement or the consent to this Development Agreement by any existing mortgage holder, lienholder, or other persons having an encumbrance on the Properties shall be deemed to be in agreement with the matters set forth in this paragraph.

25. **Enforcement.** The parties agree that either party may seek legal and equitable remedies for the enforcement of this Development Agreement, provided however that neither the County nor Developer may seek or be entitled to any monetary damages from each other as a result of any breach or default of this Development Agreement. In any litigation arising out of this Development Agreement, each party agrees to pay its own attorney's fees and costs.

26. **Execution.** Developer represents and warrants that this Development Agreement has been executed by all persons having equitable title in the subject Property. The County represents that the officials executing this Development Agreement on behalf of the County have the legal authority to do so, that this Development Agreement has been approved in accordance with the applicable Ordinances of the County and applicable State law, that appropriate approval of this Development Agreement has been received in a public hearing, and that the BOCC has authorized the execution of this Development Agreement by the appropriate County officials.

27. **Severability.** In the event that any of the covenants, agreements, terms, or provisions contained in this Development Agreement shall be found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity of the remaining covenants, agreements, terms, or provisions contained herein shall be in no way affected, prejudiced, or disturbed thereby.

28. **Estoppel Certificates.** Within 20 days after request in writing by either party or any lender, the other party will furnish a written statement in form and substance reasonably acceptable to the requesting party, duly acknowledging the fact that: (a) this Development Agreement is in full force and effect; (b) there are no uncured defaults hereunder by County or Developer, if that be the case; and (c) additional information concerning such other matters as reasonably requested. In the event that either party shall fail to deliver such estoppel certificate within such 20-day period, the requesting party shall forward such request directly to the County Administrator and the County Attorney or to Developer with copies to Developer's legal counsel by certified mail, return receipt requested or by overnight traceable delivery service. In the case where Developer is the requesting party, Developer may in its sole discretion but without obligation, appear at a public meeting and request the estoppel certificate to insure that the County Administrator and staff are aware of the request and Developer may rely on the statement of the County Administrator at such public meeting or may request that the County Administrator be directed by the BOCC to respond to the estoppel certificate request in a timely manner.

29. **Default.** Upon default or breach of any substantive portion of this Development Agreement by Developer, the County shall provide written notice thereof to Developer, and thereafter Developer shall have a period of 180 days in which to cure the same. If Developer fails to cure the specified default within the aforesaid 180-day period (or such longer period of time as the County may, in its sole reasonable discretion, determine is warranted if Developer is otherwise diligently attempting to cure the same), the County shall provide notice to Developer of its intent to terminate this Development Agreement, with the date of such termination being not less than 90 days from the date of such second notice. If Developer thereafter fails to cure the default prior to the date specified therein, the County, unless ordered otherwise by a court of competent jurisdiction, may either terminate this Agreement or alternatively, may proceed in court to obtain any legal or equitable remedies available to it to enforce the terms of this Development Agreement.

30. **Termination.** In the event that this Development Agreement is subject to termination pursuant to the provisions hereof, either party may record an affidavit signed by all parties hereto or their respective successors and assigns in the Public Records of Hernando County, Florida reflecting that such termination has occurred. The party recording such affidavit shall send a copy of the recorded affidavit to the other party and this Development Agreement shall be terminated and shall be deemed void and of no further force and effect. In the event that Developer's fee simple title to the Property is encumbered by any mortgages, liens, or other rights of third persons which are not subordinated to the terms, conditions, covenants, and restrictions set forth in this Development Agreement, said third party encumbrances shall be of no force and effect as to the provisions of this Development Agreement.

31. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid or by FedEx, UPS, DHL, or similar overnight delivery services, addressed as follows:

to Developer:
Somerset Land LLC
Attn: Ron Bastyr
18125 Wayne Road
Odessa, FL 33556

to the County:
J. Scott Herring, P.E.
1525 E. Jefferson Street
Brooksville, FL 34601

with a copy to:
Bryan W. Sykes, Esq.
Meridian Partners Law P.A.
4923 West Cypress Street
Tampa, FL 33607

with a copy to:
Jon Jouben, Esq.
Hernando County Attorney's Office
20 N. Main Street, Ste. 462
Brooksville, FL 34601

Notice shall be deemed to have been given upon receipt or refusal of service.

32. **Venue.** Venue for the enforcement of this Development Agreement shall be exclusively in any state or federal court of competent jurisdiction located in Hernando County, Florida. The parties waive their right to a jury trial.

33. **Third Party Beneficiaries.** There are no third party beneficiaries to this Development Agreement.

34. **Entire Agreement.** This Development Agreement constitutes the entire agreement and understanding between the parties and no modification hereof shall be made except by written agreement executed with the same formality as this Development Agreement. The parties agree that there are no outstanding agreements of any kind other than are reflected herein and, except as is otherwise specifically provided herein, for the term of the Development Agreement the Property shall be subject to the laws, ordinances, and regulations of the County as they exist as of the date of this Development Agreement. Any oral agreements, agreements created by written correspondence, or any other matters previously discussed or agreed upon between the parties are merged herein.

SIGNATURE PAGES IMMEDIATELY FOLLOW THIS PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first set forth above.

Signed in the presence of:

DEVELOPER:

[Handwritten signature]
Name: RONAN W. SYKES
[Handwritten signature]
Name: KRISTINA ILLING

SOMERSET LAND LLC, a Florida limited liability company

By: *[Handwritten signature]*
Ron Bastyr, Manager

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 3rd day of October, 2022 by Ron Bastyr, as Manager of SOMERSET LAND, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

(seal)

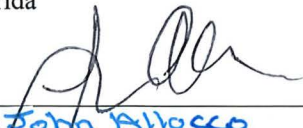


[Handwritten signature]
Notary Public, State of Florida
My commission expires: _____

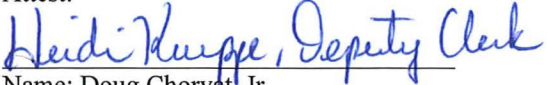
SIGNATURE PAGE FOR COUNTY FOLLOWS THIS PAGE

(remainder of page intentionally left blank)

HERNANDO COUNTY, a political subdivision of the State of Florida

By: 
Name: John Allocco
Chairman, Hernando County
Board of County Commissioners



Attest:
fn 
Name: Doug Chorvat, Jr.
Clerk of the Circuit Court

Approved as to Form:

_____, Esq.
County Attorney's Office


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 
County Attorney's Office

Exhibit A
Legal Description of the Property

EXHIBIT A

LEGAL DESCRIPTION FOR SOMERSET BAY, PHASE-1

COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SECTION 13 $N89^{\circ}25'50''W$, 868.61 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF A 100 FOOT WIDE POWER EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 351, PAGE 15 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE $S12^{\circ}20'03''W$, 553.72 FEET; THENCE $S12^{\circ}18'45''W$, 773.12 FEET; THENCE CONTINUE $S12^{\circ}18'45''W$, 576.44 FEET; THENCE $S12^{\circ}18'00''W$, 70.79 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE $S75^{\circ}22'59''W$, 369.64 FEET TO THE PC OF A CURVE TO THE RIGHT BEING CONCAVE TO THE NORTH AND HAVING A CENTRAL ANGLE OF $40^{\circ}23'07''$, A RADIUS OF 1588.00 FEET, AND A CHORD BEARING AND DISTANCE OF $N84^{\circ}25'28''W$, 1096.28 FEET; THENCE ALONG THE ARC OF SAID CURVE 1119.31 FEET; THENCE $N64^{\circ}13'55''W$, 350.85 FEET TO THE PC OF A CURVE TO THE LEFT BEING CONCAVE TO THE SOUTH AND HAVING A CENTRAL ANGLE OF $24^{\circ}53'45''$, A RADIUS OF 1850.00 FEET, AND A CHORD BEARING AND DISTANCE OF $N76^{\circ}40'47''W$, 797.55 FEET; THENCE ALONG THE ARC OF SAID CURVE 803.85 FEET; THENCE $N89^{\circ}07'40''W$, 153.64 FEET TO THE EAST BOUNDARY LINE OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG SAID EAST BOUNDARY LINE $N00^{\circ}20'06''E$, 1608.05 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 13. SAID POINT ALSO BEING ON THE SOUTH LINE OF SPRING HILL UNIT-25 AS RECORDED IN PLAT BOOK 10, PAGES 61-76 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SECTION 13, $S89^{\circ}25'25''E$, 3004.08 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID 100-FOOT-WIDE POWER EASEMENT; THENCE CONTINUE $S89^{\circ}25'25''E$, 102.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 125.96 ACRES MORE OR LESS.

Exhibit B
Master Plan



DEPARTMENT OF PLANNING AND ZONING

PLANNING DIVISION

1653 BLAISE DRIVE • BROOKSVILLE, FLORIDA 34601
P 352.754.4057 • F 352.754.4420 • W www.HernandoCounty.us

April 12, 2022

Cliff E. Manuel, Jr., President
Coastal Engineering Associates, Inc.
966 Candlelight Blvd.
Brooksville, FL 34601

Re: Request for Minor Modification, Somerset Bay Master Plan (H1814)

Mr. Manuel:

Thank you for your minor modification request submittal dated March 4, 2022. After consideration of the submittal letter and proposed master plan revisions, the Planning Department has reviewed the request in accordance with the standards for minor of Appendix A, Article VIII, Section 4 and deemed the revisions are not considered a substantial deviation from the approved master plan. Therefore, the revisions have been approved administratively as a minor modification.

Attached is the approved revised master plan for your records. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michelle Miller".

Michelle Miller | Senior Planner
Hernando County Planning Department

CC: Omar DePablo, Senior Planner, Hernando County Planning Department

Kandi McCorkel, Engineering Development Coordinator, Hernando County Department of Public Works

Ron Pianta, Planning and Zoning Director, Hernando County

Aaron Pool, Development Services Director, Hernando County

Rene Snow, Administrative Assistant III, Hernando County Utilities Department

Dawn Velsor, Lead Environmental Planner, Hernando County Planning Department

LAND USE	
LAND USE	ACRES
SINGLE FAMILY RESIDENTIAL	≈240 AC
HIGH DENSITY HOUSING	≈50 AC
MULTI-FAMILY OR HIGH DENSITY SINGLE FAMILY HOUSING	≈40 AC
TOWN CENTER	≈45 AC
COMMUNITY PARK	≈20 AC
DRAINAGE/OPEN SPACE	≈50 AC
SCHOOL EXPANSION	≈5 AC
TOTAL	≈450 AC

LEGEND

- MODERATE DENSITY HOUSING (3-8 UNITS/ACRE)
 - HIGH DENSITY HOUSING (UP TO 20 UNITS/ACRE)
 - MULTI-FAMILY OR HIGH DENSITY SINGLE FAMILY HOUSING (UP TO 20 UNITS/ACRE)
 - TOWN CENTER
 - PUBLIC SERVICES
 - COMMUNITY PARK
 - SCHOOL EXPANSION
 - DRAINAGE & OPEN SPACE
 - RESIDENTIAL "EDGE" - 25 FT NATURAL BUFFER (25 FT ADJACENT TO OAK RIDGE ESTATES)
 - NEIGHBORHOOD PARK
 - EASTERN AND SOUTHERN ACCESS POTENTIAL LOCATION
 - PROPERTY LINE
 - MULTI-PURPOSE PATH ROAD
 - FLOODPLAIN
- NOTE: ADDITIONAL DRAINAGE RETENTION WILL BE LOCATED WITHIN DEVELOPMENT PODS.

APPROVED MASTER PLAN
BCC HEARING DATE: N
COMMENTS:
 Minor modifications to H1014 administratively approved 9/12/22.
VERIFIED BY: Khan

SITE DATA
 SITE NUMBER: 176 TRIMBLE BLVD
 MAP NUMBER: 176 TRIMBLE BLVD
 FACILITY NO: 176544
 PARCEL AREA: APPROX. 409 AC
 LOCATED IN SECTION 31, TOWNSHIP 24 S, RANGE 17 E, HERMOSO COUNTY, TX

PROPOSED ZONING: COMMERCIAL CENTER (C-C) (CITY OF SPRING ZONING CODE CHAPTER 176.0001 ARTICLE 176.0001)

PROPOSED LAYOUT: 176 TRIMBLE BLVD (176 TRIMBLE BLVD) (176 TRIMBLE BLVD)

PERMITTED BUILDING TYPES:
 WHERE APPLICABLE TO SPRING HILL SUBDIVISIONS: 70'
 ALL OTHER LOCATIONS: 75'

PERMETER BUFFER (RESIDENTIAL EDGE):
 25 FOOT NATURAL BUFFER WHERE SHOWING, INCREASED TO 15 FEET IF WHERE CENTER LOTS ARE LESS THAN 6,000 SQUARE FEET
 15 FOOT NATURAL BUFFER ADJACENT TO OAK RIDGE ESTATES

HOOD (R.L. BATE MAPS):
 HERMOSO CO. PARCELS 129530300M AND 129530302D

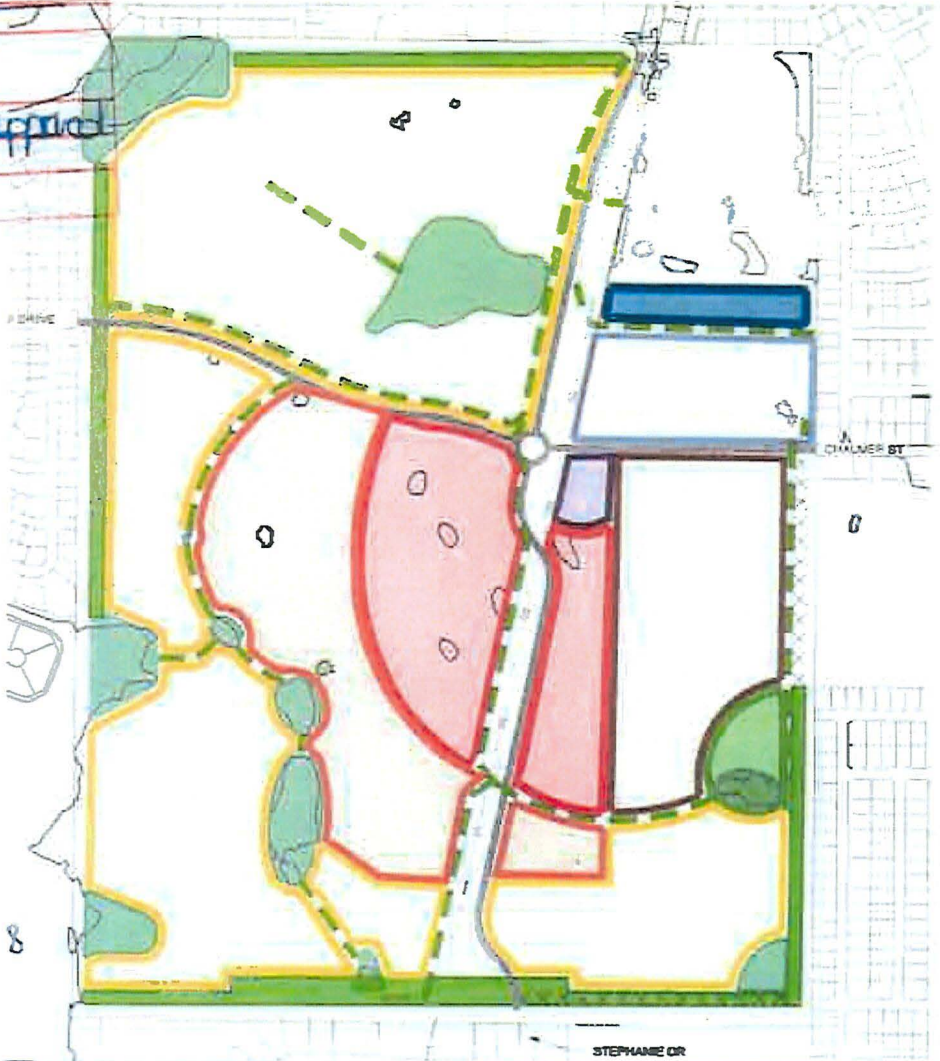
PROPOSED LAND USE DISTRIBUTION:

- UP TO 1,000 RESIDENTIAL DWELLING UNITS
- UP TO 750,000 SF COMMERCIAL
- UP TO 250,000 SF OF OFFICE
- UP TO 100,000 SF OF GOVERNMENTAL AND INSTITUTIONAL

SEE SHEETS 2 AND 3 OF 5 FOR 57 JURISDICTION COMPETENCIES IN BCC RESOLUTION 2016-125, ADOPTED ON SEPTEMBER 21, 2016.

NOTES:

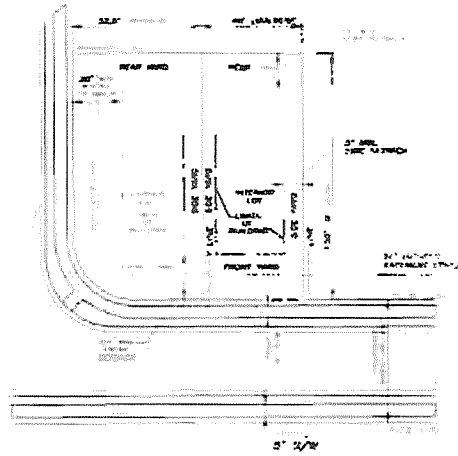
1. THIS REZONING IS A PLANNING DOCUMENT AND IS NOT TO BE CONSIDERED A FINAL DESIGN OR CONSTRUCTION PLAN, AND IS NOT INTENDED FOR RECORDATION IN PUBLIC RECORDS.
2. FINAL CONSTRUCTION FUNCTION AND EXACTLY SIZE AND LOCATION SHALL BE DETERMINED WITH FINAL DESIGN AND VARIATION ON CONSTRUCTION PLANS AND FINAL PLAN.



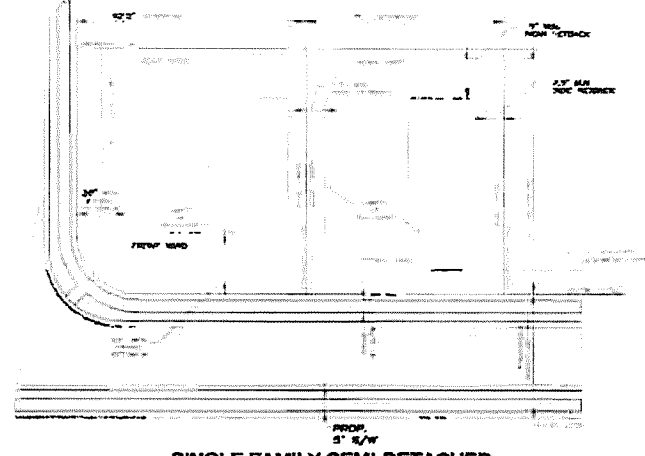
Coastal Engineering
 Planning
 Surveying
 Geomatics
 Transportation
 Construction Management

200 Coastal Blvd - Suite 100 - Houston, TX 77057
 (281) 750-0022 • Fax: (281) 750-0000
 80-6000-140

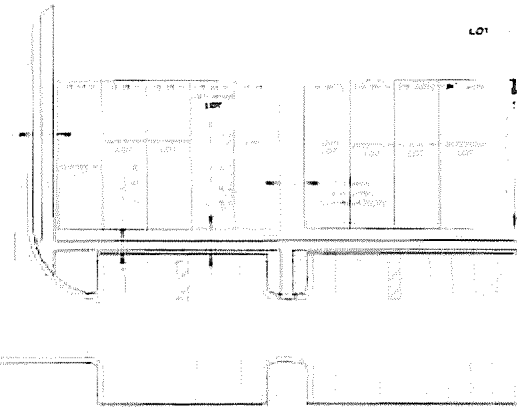
REZONING MASTER PLAN
 SPRING CENTER



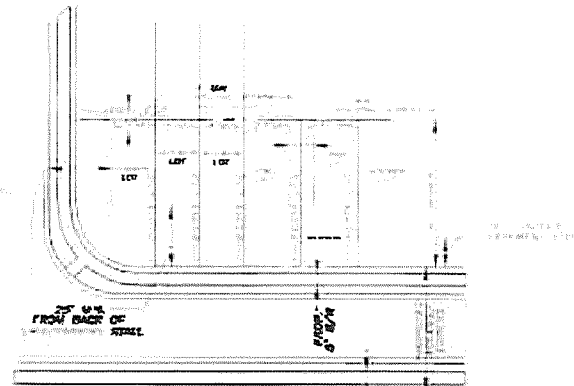
SINGLE FAMILY DETACHED 40' LOT LAYOUT
 (MINIMUM LOT SIZE 5,000 SF)



SINGLE FAMILY SEMI-DETACHED 80' DUPLEX LOT LAYOUT
 (MINIMUM LOT SIZE 4,000 SF)



TOWNHOME LOTS w/ COMMON PARKING
 (MINIMUM LOT SIZE 1,600 SF)



TOWNHOME LOTS w/ DRIVEWAY/GARAGE
 (MINIMUM LOT SIZE 1,600 SF)

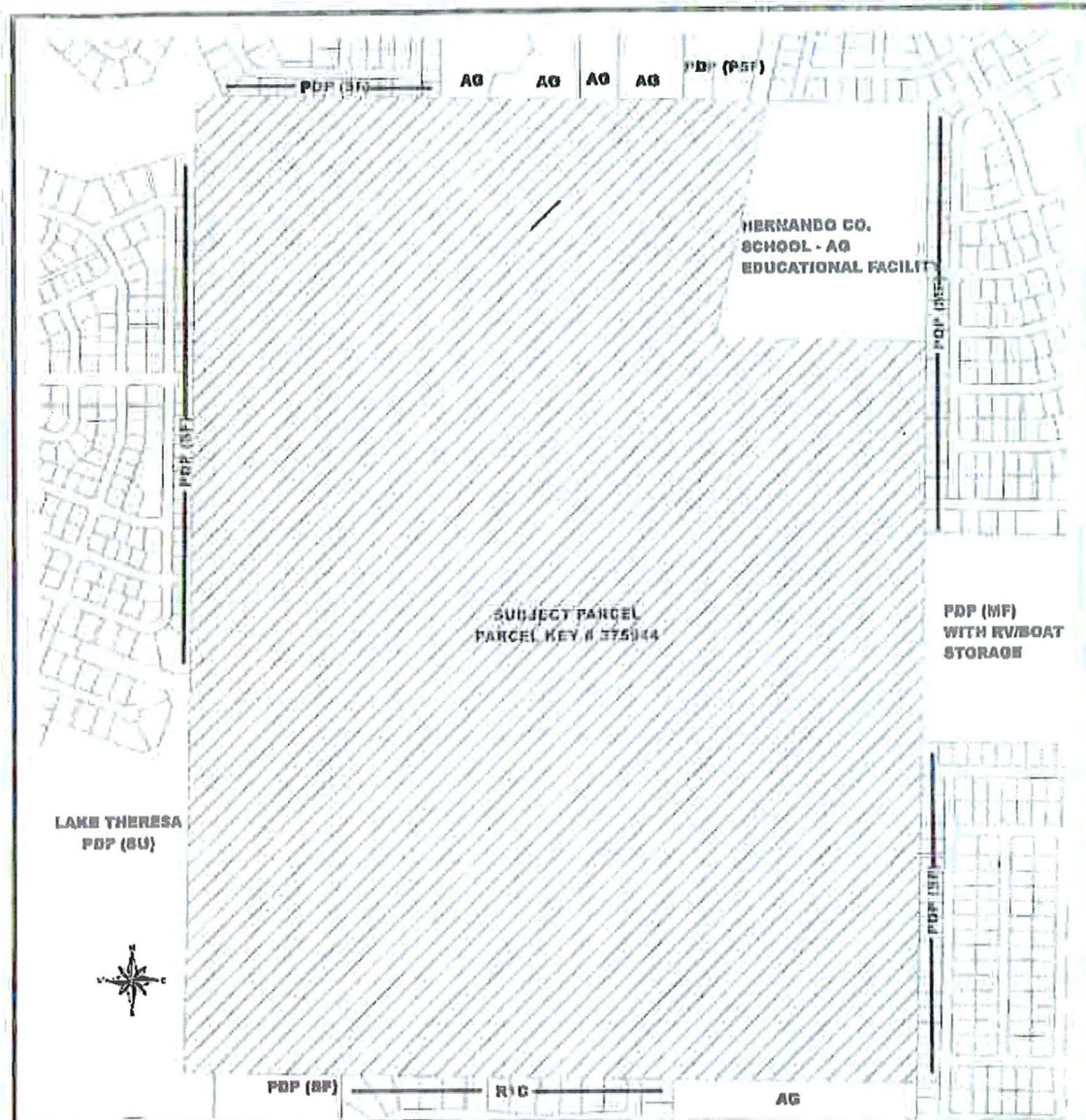
NO.	DATE	DESCRIPTION
1	10-10-2009	ISSUED FOR PERMITS

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Coastal
 COMMUNITY DEVELOPMENT, INC.
 2222 Coastalway Boulevard - Dunedin, Florida 34601
 (813) 755-8423 - Fax (813) 755-8188
 CD-0002142

REZONING/MASTER PLAN LOT DETAILS
 SPRING CENTER

EXHIBIT B - MASTER PLAN



**SPRING CENTER REZONING/MASTER PLAN
ADJACENT ZONING/FUTURE LAND USE
(SHEET 5 of 5)**

**PROJECT: SPRING CENTER
REZONING/MASTER PLAN**

SURROUNDING FUTURE LAND USE : RESIDENTIAL

DATE: 04/24/2018

COASTAL FILE: 17028

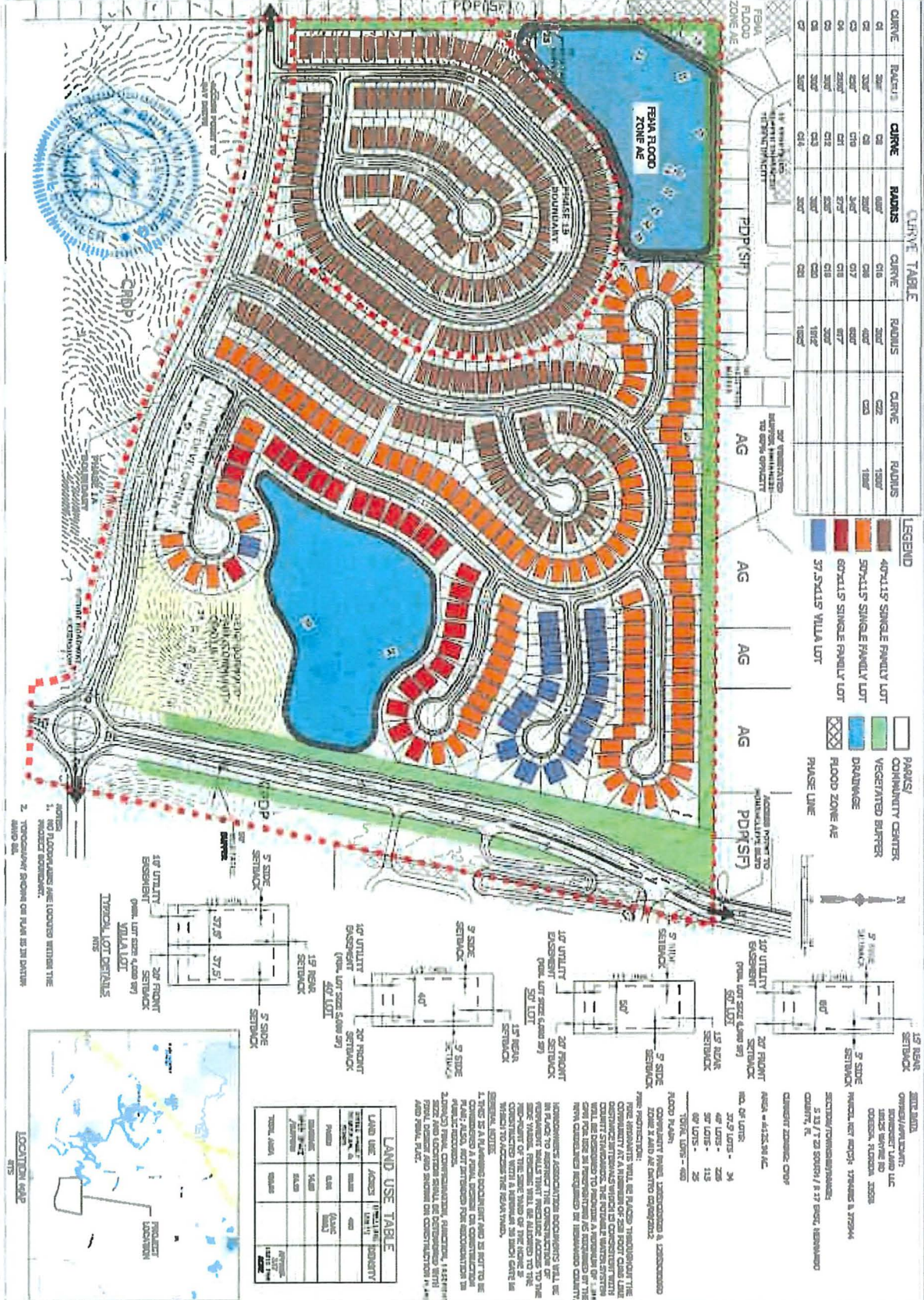
SOURCE: HERNANDO COUNTY GIS



Exhibit C
Conditional Plat

EXHIBIT C - CONDITIONAL PLAT

PRINTED: 03/16/2022 - 9:27am PRINTED BY: JY #4761 1/21/21 5:50am 1155 Somerset Bay Drive W. Alameda, CA 94710 CP_Flow 1/2 1/2 2021.dwg



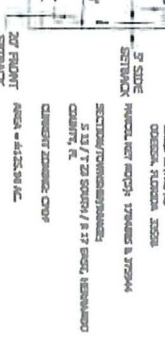
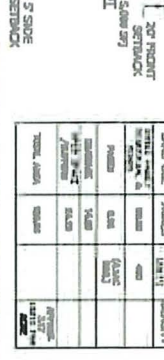
CHWVE TABLE

CURVE	RADIUS	CURVE	RADIUS	CURVE	RADIUS
C1	200'	C2	400'	C3	1000'
C4	200'	C5	400'	C6	1000'
C7	200'	C8	400'	C9	1000'
C10	200'	C11	400'	C12	1000'
C13	200'	C14	400'	C15	1000'
C16	200'	C17	400'	C18	1000'
C19	200'	C20	400'	C21	1000'
C22	200'	C23	400'	C24	1000'
C25	200'	C26	400'	C27	1000'
C28	200'	C29	400'	C30	1000'
C31	200'	C32	400'	C33	1000'
C34	200'	C35	400'	C36	1000'
C37	200'	C38	400'	C39	1000'
C40	200'	C41	400'	C42	1000'
C43	200'	C44	400'	C45	1000'
C46	200'	C47	400'	C48	1000'
C49	200'	C50	400'	C51	1000'
C52	200'	C53	400'	C54	1000'
C55	200'	C56	400'	C57	1000'
C58	200'	C59	400'	C60	1000'
C61	200'	C62	400'	C63	1000'
C64	200'	C65	400'	C66	1000'
C67	200'	C68	400'	C69	1000'
C70	200'	C71	400'	C72	1000'
C73	200'	C74	400'	C75	1000'
C76	200'	C77	400'	C78	1000'
C79	200'	C80	400'	C81	1000'
C82	200'	C83	400'	C84	1000'
C85	200'	C86	400'	C87	1000'
C88	200'	C89	400'	C90	1000'
C91	200'	C92	400'	C93	1000'
C94	200'	C95	400'	C96	1000'
C97	200'	C98	400'	C99	1000'
C100	200'	C101	400'	C102	1000'

LEGEND

[Symbol]	40'x115' SINGLE FAMILY LOT	[Symbol]	COMMUNITY CENTER
[Symbol]	50'x115' SINGLE FAMILY LOT	[Symbol]	VEGETATED BUFFER
[Symbol]	60'x115' SINGLE FAMILY LOT	[Symbol]	DRAINAGE
[Symbol]	37'x115' VILLA LOT	[Symbol]	FLOOD ZONE AE
[Symbol]		[Symbol]	PHASE LINE

1. LOCATIONS ARE LOCATED WITHIN THE PROJECT BOUNDARIES.
2. TYPICAL SETBACKS FOR LOTS AS SHOWN.

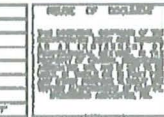


LAND USE TABLE

LAND USE	AREA (SQ FT)	PERCENTAGE
RESIDENTIAL	100,000	100%

RECORD OF DECLARATION

NO.	DATE	DESCRIPTION
1	03/16/2022	CONDITIONAL PLAT



CONDITIONAL PLAT
 SOMERSET BAY

1 of 5
 SHEET 5 OF 5

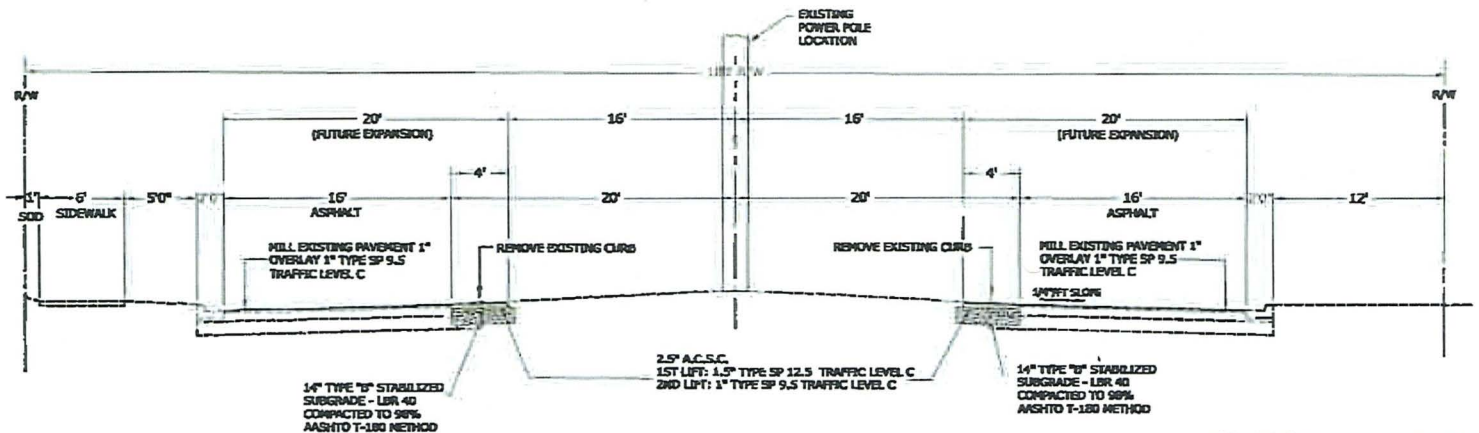
DATE: 03/16/2022
 TIME: 9:27am

1 of 5
 SHEET 5 OF 5



DATE: 12/31/2024			OVERALL CONNECTION PLAN SQUARE FOOT
2 of 5	SHEET NO. 0119		

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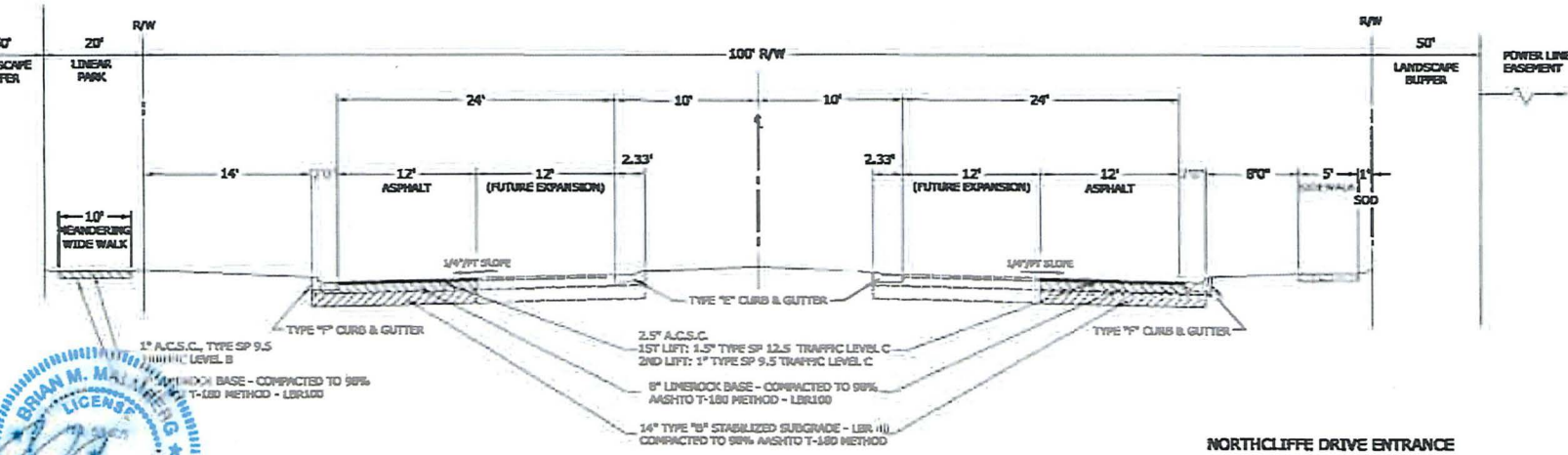
TYPICAL SECTION
 NOT TO SCALE

NORTHCLIFFE DRIVE ENTRANCE
 (ALONG SCHOOL FRONTAGE)
 COLLECTOR / 4 LANE ROAD - CLOSED DRAINAGE
 DESIGN SPEED = 40 MPH *

ROADWAY CROSS SECTIONS (1)
 SOMERSET BAY



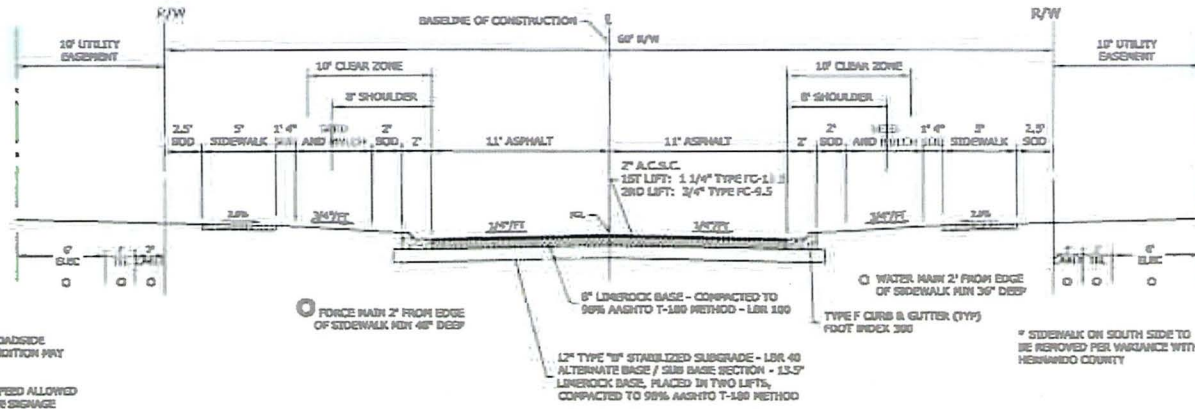
DATE	BY	CHKD BY	APP'D BY



TYPICAL SECTION
 NOT TO SCALE

NORTHCLIFFE DRIVE ENTRANCE
 (WITHIN SUBDIVISION)
 COLLECTOR / 4 LANE ROAD - CLOSED DRAINAGE
 DESIGN SPEED = 40 MPH *

MAJOR LOCAL/COMMERCIAL 2 LANE ROAD - CLOSED DRAINAGE
 DESIGN SPEED = 35 MPH*
 HERNANDO COUNTY ROADWAY STANDARD DETAIL (14-08)



GENERAL NOTES:
 DESIGN SPEED, RIGHT-OF-WAY, AND ROADSIDE DIMENSIONS ARE MINIMUMS. SITE CONDITION MAY REQUIRE INCREASES.
 * VARIANCE IN HORIZONTAL DESIGN SPEED ALLOWED WITH JUSTIFICATION AND APPROPRIATE SIGNAGE
 ** SIDEWALKS IF APPLICABLE
 ALL DIMENSIONS & LABELS ARE TYPICAL AND SHOWN IN FEET UNLESS LABELED OTHERWISE

TYPICAL SECTION
 NOT TO SCALE

ROADWAY CROSS SECTIONS (2)
 SOMERSET BAY



DATE	DESCRIPTION

EXHIBIT C - CONDITIONAL PLAN

PRINTED: 03/10/2022 - 9:27am PRINTED BY: JY PATH: \\120115\Somerset Bay\dwg\PLAN\cp20115_Cp_REV4_12_8_2021.dwg



Exhibit D
Offsite Roadway Improvement Plan

EXHIBIT D - OFFSITE ROADWAY IMPROVEMENT PLAN

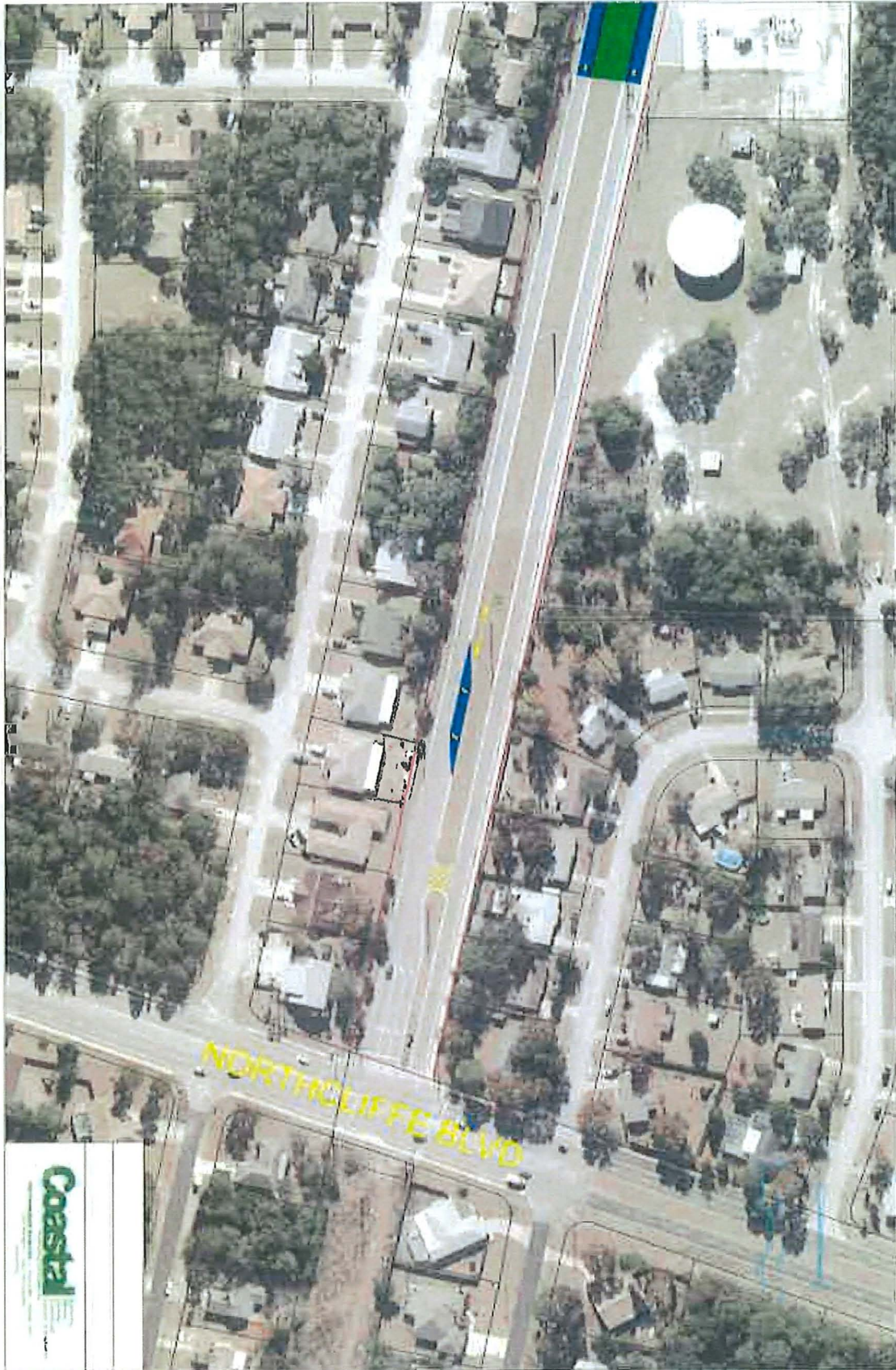


Exhibit E
Preliminary Budget

EXHIBIT B - PRELIMINARY BUDGET

NORTHCLIFFE BLVD ENTRANCE MODIFICATIONS					
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST					
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
I. GENERAL CONDITIONS					
1	Mobilization	1	LS	\$ 52,700.00	\$ 52,700.00
2	Survey Layouts/As-builts	1	LS	\$ 35,200.00	\$ 35,200.00
3	Construction Material Testing	1	LS	\$ 24,600.00	\$ 24,600.00
4	Florida Trench Safety Act	1	LS	\$ 11,800.00	\$ 11,800.00
5	Bond/Insurance	1	LS	\$ 17,600.00	\$ 17,600.00
6	Maintenance of Traffic	1	LS	\$ 29,300.00	\$ 29,300.00
7	Pre/Post Audio/Video	1	LS	\$ 1,200.00	\$ 1,200.00
8	NPDES Monitor, Report, Management	1	LS	\$ 9,400.00	\$ 9,400.00
SUBTOTAL					\$ 181,800.00

II. CLEARING, GRUBBING AND EARTHWORK					
9	Clearing & Grubbing	2.20	AC	\$ 1,800.00	\$ 3,960.00
10	Mill Existing Asphalt (1" Average Depth) and dispose	2,400	SY	\$ 2.75	\$ 6,600.00
11	Curb Removal	2,300	LF	\$ 3.00	\$ 6,900.00
12	Demo Existing Roadways (Pavement and Curbing)	5,200	SY	\$ 5.00	\$ 26,000.00
13	Excavation DRA's	6,600	CY	\$ 4.00	\$ 26,400.00
14	Silt Fence Installation and Removal	4,000	LF	\$ 3.25	\$ 13,000.00
SUBTOTAL					\$ 82,860.00

III. STORM DRAINAGE					
15	Sod Slopes, Right-of-Way, DRA's	4,800	SY	\$ 3.00	\$ 14,400.00
SUBTOTAL					\$ 14,400.00

IV. ROADWAY CONSTRUCTION					
16	Widening - 14" Type "B" Stabilized Base (LBR 40)	1,156	SY	\$ 6.00	\$ 6,936.00
17	Widening - 1.5" Type SP-12.5 Asphalt (Traffic Level C)	1016	SY	\$ 11.00	\$ 11,176.00
18	1" Overlay - Type SP-9.5 Asphalt (Traffic Level C)	3,400	SY	\$ 7.00	\$ 23,800.00
19	8" Limerock Base (LBR 100)	5,681	SY	\$ 14.00	\$ 79,534.00
20	12" Type "B" Stabilized Base (LBR 40)	6,480	SY	\$ 4.00	\$ 25,920.00
21	1.5" Type SP-12.5 Asphalt (Traffic Level C)	5,681	SY	\$ 11.00	\$ 62,491.00
22	1" Type SP-9.5 Asphalt (Traffic Level C)	5,681	SY	\$ 7.00	\$ 39,767.00
23	Type "E" Curb 520-001	1,500	LF	\$ 19.00	\$ 28,500.00
24	Type "F" Curb 520-001	2,005	LF	\$ 17.00	\$ 34,085.00
25	6' Wide Sidewalk 4" Thk. (3,000 PSI) Fibermesh	4,000	SF	\$ 10.00	\$ 40,000.00
26	Handicap Ramps W/Detectable Warning	2	EA	\$ 900.00	\$ 1,800.00
27	Temporary Striping	1	LS	\$ 4,800.00	\$ 4,800.00
28	Thermoplastic Striping	1	LS	\$ 18,500.00	\$ 18,500.00
29	Signage	1	LS	\$ 5,750.00	\$ 5,750.00
SUBTOTAL					\$ 383,059.00

EXHIBIT E - PRELIMINARY BUDGET

V. UTILITIES						
30	Adjust Manhole Lids	8	EA	\$ 1,500.00	\$	12,000.00
31	8" C900 DR18 PVC (from PL to Northcliffe)	2,600	LF	\$ 55.00	\$	143,000.00
32	14" PVC FM with Fittings (offsite on Northcliffe)	4,100	LF	\$ 83.00	\$	340,300.00
33	10" PVC FM with Fittings (From PL to Northcliffe)	2,600	EA	\$ 75.00	\$	195,000.00
					\$	
SUBTOTAL					\$	690,300.00

VI. RIGHT-OF-WAY ACQUISITION						
					\$	
					\$	
SUBTOTAL					\$	

VII. MISCELLANEOUS						
34	Final Engineering & Permitting	1	LS	\$ 185,000.00	\$	185,000.00
35	R/W Acquisition Assistance	1	LS	\$ 6,000.00	\$	6,000.00
36	Geotechnical Engineering	1	LS	\$ 10,000.00	\$	10,000.00
					\$	
SUBTOTAL					\$	201,000.00

SUMMARY						
I. GENERAL CONDITIONS					\$	181,800.00
II. CLEARING, GRUBBING & EARTHWORK					\$	82,860.00
III. STORM DRAINAGE					\$	14,400.00
IV. ROADWAY CONSTRUCTION					\$	383,059.00
V. UTILITIES					\$	690,300.00
VI. RIGHT-OF-WAY ACQUISITION					\$	-
VII. MISCELLANEOUS					\$	201,000.00
CONTINGENCY @ 15%					\$	233,013.00
TOTAL (Rounded)					\$	1,787,000.00

Disclaimer: This opinion of cost is based on a preliminary plan and not final design documents. A follow up cost evaluation is recommended upon completion of final design and permit documents. The design professional has no control over the cost of labor, materials, equipment, competitive market conditions at the time of bidding or contractor's means of determining costs. Actual costs may vary based on final project scope and other variable factors not necessarily under the control of the design professional. The opinion of cost is based on the design professional's judgement and is not a guarantee that bids or actual construction cost will not vary from the opinion of cost presented. The opinion of cost does not include land acquisition costs, permit fees, impact and utility connection fees, mitigation fees, professional design fees, hardscape, landscape, perimeter fencing, street lighting and hard utilities.

Prepared by: Coastal Engineering Associates, Inc.

Date: May, 2021

EXHIBIT E - PRELIMINARY BUDGET

BAY DRIVE					
(FROM NORTHCLIFFE CONNECTOR TO EXISTING BAY DRIVE)					
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST					
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
I. GENERAL CONDITIONS					
1	Mobilization	1	LS	\$ 34,400.00	\$ 34,400.00
2	Survey Layouts/As-bulsts	1	LS	\$ 23,000.00	\$ 23,000.00
3	Construction Material Testing	1	LS	\$ 16,100.00	\$ 16,100.00
4	Florida Trench Safety Act	1	LS	\$ 7,700.00	\$ 7,700.00
5	Bond/Insurance	1	LS	\$ 11,500.00	\$ 11,500.00
6	Maintenance of Traffic	1	LS	\$ 19,100.00	\$ 19,100.00
7	Pre/Post Audio/Video	1	LS	\$ 1,200.00	\$ 1,200.00
8	NPDES Monitor, Report, Management	1	LS	\$ 6,200.00	\$ 6,200.00
SUBTOTAL					\$ 119,200.00

II. CLEARING, GRUBBING AND EARTHWORK					
9	Clearing & Grubbing R/W	8.32	AC	\$ 1,800.00	\$ 14,983.47
10	Silt Fence Installation and Removal	5,180	LF	\$ 3.25	\$ 16,835.00
11	Street Trees (30' O.C.)	174	EA	\$ 300.00	\$ 52,200.00
SUBTOTAL					\$ 84,018.47

III. STORM DRAINAGE					
12	Curb Inlet w/ J Bottom	14	EA	\$ 4,000.00	\$ 56,000.00
13	Pipe Cross Drain, RCP, 24-Inch	560	LF	\$ 50.00	\$ 28,000.00
14	Seed and Mulch R/W	6,619	SY	\$ 0.38	\$ 2,515.18
15	Sod Right-of-Way	3,453	SY	\$ 3.00	\$ 10,360.00
SUBTOTAL					\$ 96,875.18

IV. ROADWAY CONSTRUCTION					
16	12" Type "B" Stabilized Subgrade (LBR 40)	7,482	SY	\$ 4.00	\$ 29,928.89
17	8" Ilmerock Base (LBR 100)	7,194	SY	\$ 17.00	\$ 122,305.56
18	1.5" Type SP-12.5 Asphalt (Traffic Level C)	6,907	SY	\$ 11.00	\$ 75,973.33
19	1" Type SP-9.5 Asphalt (Traffic Level C)	6,907	SY	\$ 7.00	\$ 48,346.67
20	Type F Curb & Gutter	5,180	LF	\$ 17.00	\$ 88,060.00
20	5' Wide Sidewalk 4" Thk.(3,000 PSI) Fibermesh	2,590	LF	\$ 40.00	\$ 103,600.00
21	10' Asphalt Widewalk (4" Ilmerock/1" asphalt)	2,590	LF	\$ 18.00	\$ 46,620.00
22	Handicap Ramps W/Detectable Warning	24	EA	\$ 1,000.00	\$ 24,000.00
23	Thermoplastic Striping	1	LS	\$ 31,080.00	\$ 31,080.00
24	Signage	1	LS	\$ 12,950.00	\$ 12,950.00
SUBTOTAL					\$ 582,864.44

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EXHIBIT E - PRELIMINARY BUDGET

IV. MISCELLANEOUS						
25	Surveying	1	LS	\$ 15,000.00	\$	15,000.00
26	Final Engineering & Permitting	1	LS	\$ 120,000.00	\$	120,000.00
27	Geotechnical Engineering	1	LS	\$ 15,000.00	\$	15,000.00
SUBTOTAL					\$	135,000.00
SUMMARY						
I. GENERAL CONDITIONS					\$	119,200.00
II. CLEARING, GRUBBING & EARTHWORK					\$	84,018.47
III. STORM DRAINAGE					\$	96,875.18
IV. ROADWAY CONSTRUCTION					\$	582,864.44
IV. MISCELLANEOUS					\$	135,000.00
CONTINGENCY @ 15%					\$	152,694.00
TOTAL (Rounded)					\$	1,171,000.00

Assumptions:

1. This estimate is for the roadway and utility lines located within major corridor. DRA is assumed to be a part of development pods.

Disclaimer: This opinion of cost is based on a preliminary plan and not final design documents. A follow up cost evaluation is recommended upon completion of final design and permit documents. The design professional has no control over the cost of labor, materials, equipment, competitive market conditions at the time of bidding or contractor's means of determining costs. Actual costs may vary based on final project scope and other variable factors not necessarily under the control of the design professional. The opinion of cost is based on the design professional's judgement and is not a guarantee that bids or actual construction cost will not vary from the opinion of cost presented. The opinion of cost does not include land acquisition costs, permit fees, impact and utility connection fees, mitigation fees, professional design fees, hardscape, landscape, perimeter fencing, street lighting and hard utilities.

Prepared by: Coastal Engineering Associates, Inc.

Date: May, 2021