



First American Title Insurance Company
8605 Largo Lakes Dr., Suite 100
Largo, FL 33773
Phone: (877)897-5929
Fax: (877)897-5939

**PROPERTY INFORMATION REPORT FOR THE FILING
OF A SUBDIVISION PLAT IN
PASCO County, Florida**

FATIC File No.: 2169-6079138

A search of the Public Records of PASCO County, Florida, through 06/24/2022 at 8:00 a.m. reveals the following with respect to the legal description of the property set out on the subdivision plat of Gagne Parcel (not yet recorded), said legal description attached hereto as Exhibit "A", and made a part hereof:

A. The last deed of record was dated 01/21/2008 and recorded 01/23/2008 in Official Records Book 7743, Page 1772, Public Records of PASCO County, Florida.

B. The record title holder is Robert H. Gagne, as Trustee of The Robert H. Gagne Revocable Trust of 2008 U/A Dated January 21, 2008 .

C. The name(s) of the record title holder does not coincide with the name(s) shown as owner(s) on the unrecorded plat of Gagne Parcel .

D. Unsatisfied mortgages or liens encumbering said property are as follows:

None

E. Underlying rights of way, easements or plats affecting said property are as follows:

Plat of ZEPHYRHILLS COLONY COMPANY, as per plat thereof recorded in Plat Book 1, Page 55

Reservations for road rights of way in favor of the Trustees of the Internal Improvement Fund of the State of Florida Deed #315, recorded in Book 110, Page 287 and Deed #280 and automatic oil, gas and mineral reservations. Note: The right of entry and exploration has been released pursuant to S270.11, F.S.

Restrictive Covenant Agreement by and between Robert Gagne and M/I Homes of Tampa, LLC recorded in Book 6801, Page 229

Interlocal Agreement between Pasco County and The City of Zephyrhills recorded in Book 7083, Page 262.

Ordinance No. 884-04 Annexing Additional Territory to the City recorded in Book 6162, Page 53, amended by Ordinance No. 885-04 recorded in Book 6162, Page 56, further amended by Ordinance No. 1195-13 recorded in Book 8836, Page 3116, and Ordinance No. 1417-21, Approving Master Plan Amendment recorded in Book 10372, Page 763.

F. Other information regarding said property includes:

Order of Taking recorded in Book 1864, Page 1016; as affected by Resolution No. 566-06 Vacating Right-of-Way for Ruck's Property and Resolution No. 06-307 Vacating Abandoning and Discontinuing a Portion of Easement as recorded in Book 7147, Page 1.

Terms and conditions of any existing unrecorded leases and all rights of lessees and any parties claiming through the lessees under the leases.

G. 2017 Ad valorem taxes on said property are PAID for Tax Parcel I. D. Number 23-26-21-0020-08000-0000, 23-26-21-0020-09700-0000, 24-26-21-0000-00400-0010, 24-26-21-0010-05800-0000, 24-26-21-0010-07100-0000 & 24-26-21-0010-10100-0000.

**PROPERTY INFORMATION REPORT FOR THE FILING
OF A SUBDIVISION PLAT IN
PASCO County, Florida**

This property information report is made for the purpose of furnishing the information required for the filing of the above referenced subdivision plat in accordance with the provisions of Chapter 177.041 of the Florida Statutes and the requirements of the Zephyrhills Land Development Code. This search of a minimum of 30 years has been prepared expressly for the appropriate governing body as defined by Chapter 177.071 FS and it is not to be relied upon by any other group or person for any other purpose. This report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified in the property information report as the recipients of the property information report.

First American Title Insurance Company



By: _____
Authorized Signatory

Exhibit "A"

A PARCEL OF LAND BEING TRACTS 73, 74, 87, 88, 89, 90, 103, 104, AND 122, AND A PORTION OF TRACTS 58, 71, 72, 101, 102, 105, 106, 107, 108, 118, 119, 120, 121 AND 123 IN SECTION 24, TOWNSHIP 26 SOUTH, RANGE 21 EAST, AND A PORTION OF TRACTS 65, 80, 97, 112 AND 113 IN SECTION 23, TOWNSHIP 26 SOUTH, RANGE 21 EAST, TOGETHER WITH PORTIONS OF RIGHT-OF-WAYS, ZEPHYRHILLS COLONY COMPANY, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 24, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, CITY OF ZEPHYRHILLS, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 24; THENCE SOUTH $00^{\circ}16'43''$ WEST, A DISTANCE OF 277.33 FEET TO THE POINT OF BEGINNING, ALSO BEING THE INTERSECTION OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 24 AND THE SOUTH RIGHT-OF-WAY LINE OF CHANCY ROAD AS RECORDED IN PLAT BOOK XX, PAGE XX OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA THENCE ALONG THE RIGHT-OF-WAY LINE OF SAID CHANCY ROAD NORTH $76^{\circ}02'17''$ EAST, A DISTANCE OF 1292.49 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF CSX RAILROAD AS RECORDED IN PLAT BOOK XX, PAGE XX OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID CSX RAILROAD SOUTH $25^{\circ}20'39''$ EAST, A DISTANCE OF 986.08 FEET; THENCE SOUTH $25^{\circ}24'45''$ EAST, A DISTANCE OF 894.12; THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY OF SAID CSX RAILROAD, SOUTH $85^{\circ}19'06''$ WEST, A DISTANCE OF 1451.03; THENCE SOUTH $00^{\circ}38'53''$ EAST, A DISTANCE OF 449.14 FEET; THENCE SOUTH $89^{\circ}58'49''$ EAST, A DISTANCE OF 828.59 FEET; THENCE SOUTH $00^{\circ}17'52''$ WEST, A DISTANCE OF 402.39 FEET; THENCE NORTH $89^{\circ}48'38''$ WEST, A DISTANCE OF 1195.75 FEET TO THE EAST RIGHT-OF-WAY OF STATE ROAD 39 AS RECORDED IN OFFICIAL RECORDS BOOK XX, PAGE XX OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE EAST RIGHT-OF-WAY OF SAID STATE ROAD 39, NORTH $27^{\circ}11'26''$ WEST, A DISTANCE OF 1389.49 FEET; THENCE DEPARTING THE RIGHT-OF-WAY OF SAID STATE ROAD 39, NORTH $82^{\circ}54'34''$ EAST, A DISTANCE OF 367.69 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 24; THENCE NORTH $89^{\circ}37'35''$ EAST, A DISTANCE OF 15.09 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID SECTION 24; THENCE ALONG THE WEST LINE OF SAID SECTION 24, NORTH $00^{\circ}16'43''$ EAST, A DISTANCE OF 687.25 FEET; THENCE DEPARTING FROM THE WEST LINE OF SAID SECTION 24, NORTH $89^{\circ}31'53''$ WEST, A DISTANCE OF 10.15 FEET; THENCE NORTH $00^{\circ}18'22''$ EAST, A DISTANCE OF 361.43 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF SAID CHANCY ROAD; THENCE NORTH $76^{\circ}24'43''$ EAST, A DISTANCE OF 10.28 FEET TO THE INTERSECTION OF THE RIGHT-OF-WAY OF SAID CHANCY ROAD AND THE WEST LINE OF SAID SECTION 24; THENCE PROCEED ALONG THE RIGHT-OF-WAY OF SAID CHANCY ROAD AND THE WEST LINE OF SAID SECTION OF 24, NORTH $00^{\circ}16'43''$ EAST, A DISTANCE OF 20.60 FEET TO THE POINT OF BEGINNING.

STATE OF FLORIDA

through the

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, GRANTOR

to

(1) HENRY TOLAND
of the City of Plant City, County of Pasco, State of Florida, GRANTEE

WITNESSETH:

WHEREAS, in pursuance of provisions of Section 9 of Chapter 18296, Laws of Florida, Acts of 1937, title to the lands hereinafter described vested in the State of Florida and the said State by said Section of said Chapter is authorized and empowered to sell said lands through the Trustees of the Internal Improvement Fund of the State of Florida; and

(2) WHEREAS, pursuant to NOTICE duly given by said Trustees of the Internal Improvement Fund, the land referred to by the Certificate hereinafter described was offered for sale on the 11 day of February, 1941, in the County of Pasco, and bids were received, and the said Trustees having accepted the highest and best bid for said land, and having awarded the sale of the said land to the person making such bid, said person being the GRANTEE herein named; Therefore,

(3) KNOW ALL MEN BY THESE PRESENTS: That the State of Florida, through the Trustees of the Internal Improvement Fund of the State of Florida, under authority of Section 9 of Chapter 18296, Laws of Florida, Acts of 1937, for and in consideration of the amount of Two hundred two and 50/100 DOLLARS (\$202.50) to them in hand paid, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey all of the right, title and interest of the State of Florida arising out of said Section 9 of Chapter 18296, unto the said GRANTEE, his heirs, successors and assigns, in and to the following described land, situate, lying and being in the County of Pasco, State of Florida, as referred to, identified and described by State and County tax sale certificates, to-wit:

(4) No.	Date	DESCRIPTION	Sec.	Tp.	Rg.	Ac.	Amount Rec'd.
1319	7-2-28	Tracts 39,40,41,42,55,56,57,58,71,72,					\$202.50
970	7-1-29						
1214	8-3-31	73,74, 87, 103, 1 acre in SE cor of Tract					
1153	8-1-32						
1154	8-1-32	108, 117 and 124 also					
4955	8-7-33						
4958	8-7-33	S $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$, NE $\frac{1}{4}$ of NE $\frac{1}{4}$	24	26	21		
4956	8-7-33						
1215	8-3-31						
1216	8-3-31						
1152	8-1-32						
4957	8-7-33						
4960	8-7-33						
4961	8-7-33	1119 6-2-30					
969	7-1-29	4950 8-7-33					
968	7-1-29	4954 8-7-33					

RESERVING unto the State of Florida easement for State Road Right of Way Two Hundred (200) feet wide, lying equally on each side of the center line of any State Road existing on the date of this deed through so much of any parcel herein described as is within One Hundred (100) feet of said center line.

(5) TO HAVE AND TO HOLD the above granted and described premises unto the said GRANTEE, and his heirs, successors and assigns forever, all in pursuance of Section 9 of Chapter 18296 aforesaid.

(6) IN TESTIMONY WHEREOF the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and affixed the official seal of said Trustees, and have caused the seal of the Department of Agriculture of the State of Florida to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 19th day of February, 1941.

STATE OF FLORIDA

BY:

(SEAL)
TRUSTEES INTERNAL
IMPROVEMENT FUND

SPESSARD L HOLLAND GOVERNOR (SEAL)

J. M. LEE COMPTROLLER (SEAL)

J. EDWIN LARSON TREASURER (SEAL)

J. TOM WATSON (SEAL)

(SEAL)
DEPARTMENT OF
AGRICULTURE

WALTER MAYO ATTORNEY GENERAL (SEAL)

COMMISSIONER OF AGRICULTURE

As and Composing the
TRUSTEES OF THE INTERNAL IMPROVEMENT
FUND OF THE STATE OF FLORIDA.

STATE OF FLORIDA

through the

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, GRANTOR

to

HENRY TOLAND

(1) of the City of Plant City, County of Hillsborough State of Florida, GRANTEE

WITNESSETH:

WHEREAS, in pursuance of provisions of Section 9 of Chapter 18296, Laws of Florida, Acts of 1937, title to the lands hereinafter described vested in the State of Florida and the said State by said Section of said Chapter is authorized and empowered to sell said lands through the Trustees of the Internal Improvement Fund of the State of Florida; and

(2) WHEREAS, pursuant to NOTICE duly given by said Trustees of the Internal Improvement Fund, the land referred to by the Certificate hereinafter described was offered for sale on the 26 day of November, 194 0, in the County of Pasco, and bids were received, and the said Trustees having accepted the highest and best bid for said land, and having awarded the sale of the said land to the person making such bid, said person being the GRANTEE herein named; Therefore,

(3) KNOW ALL MEN BY THESE PRESENTS: That the State of Florida, through the Trustees of the Internal Improvement Fund of the State of Florida, under authority of Section 9 of Chapter 18296, Laws of Florida, Acts of 1937, for and in consideration of the amount of Six hundred and 55 and 00/100 DOLLARS (\$ 655.00) to them in hand paid, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey all of the right, title and interest of the State of Florida arising out of said Section 9 of Chapter 18296, unto the said GRANTEE, his heirs, successors and assigns, in and to the following described land, situate, lying and being in the County of Pasco State of Florida, as referred to, identified and described by State and County tax sale certificates, to-wit:

(4) No.	Date	No.	Date	DESCRIPTION	Date	No.	Date	No.	Date	Sec.	Tp.	No.	Date	Amount Reg'd
1150	8-1-32	1147	8-1-32	1148	8-1-32	1149	8-1-32	657	8-7-33	655	8-7-33	655	8-7-33	655.00
4925	8-7-33	4928	8-7-33	4934	8-7-33	4937	8-7-33	964	7-1-29	962	7-1-29	962	7-1-29	
963	7-1-29	1118	6-2-30	1115	6-2-30	1210	8-3-31	1209	8-3-31	4927	8-7-33	4927	8-7-33	
4929	8-7-33	4938	8-7-33	4942	8-7-33	4945	8-7-33	782	7-4-21	548	6-7-26	548	6-7-26	
553	6-7-26	550	6-7-26	1179	7-4-27	1315	7-2-28	4922	8-7-33	4931	8-7-33	4931	8-7-33	
4943	8-7-33	1313	7-2-28	1310	7-2-28	1314	7-2-28	1312	7-2-28	961	7-1-29	961	7-1-29	
4932	8-7-33	4935	8-7-33	4936	8-7-33	4941	8-7-33	4945	8-7-33	561	6-7-26	561	6-7-26	
1124	6-2-30	1126	6-2-30	1123	6-2-30	1162	8-1-32	1163	8-1-32	4968	8-7-33	4968	8-7-33	
4970	8-7-33	4973	8-7-33	4967	8-7-33	4974	8-7-33	1122	6-2-30	1121	8-2-30	1121	8-2-30	
1219	8-3-31	1156	8-1-32	1160	8-1-32	4965	8-7-33	4962	8-7-33	4964	8-7-33	4964	8-7-33	
4971	8-7-33	1129	6-2-30	1222	8-3-31	1169	8-1-32	4979	8-7-33	4976	8-7-33	4976	8-7-33	
4981	8-7-33	976	7-1-29	977	7-1-29	975	7-1-29	1135	6-2-30	1231	8-3-31	1231	8-3-31	
4990	8-7-33	4988	8-7-33	1242	8-3-31	1241	8-3-31	4999	8-7-33	5000	8-7-33	5000	8-7-33	
1141	6-2-30	1140	6-2-30	1139	6-2-30	5003	8-7-33	5006	8-7-33	5004	8-7-33	5004	8-7-33	
667	8-7-33	668	8-7-33											

	DESCRIPTION	Sec.	Twp.	Rg.
Tracts	13 E. of A.C.L.R.R., 14 less rt-of-way 60x55x80 in NW Cor of tract 14 18, 19, 23, 30, 31, 39, 42, 56, 57, 67, 71, 72, 73, 74, 78, 83, 87, 88, 89 less R.R. rt-of-way 93, 94, 97, 98, 100, 101, 103, 105, 106, 108, 109, 111, 112, 113, 119, 120, 121, 122 124, 128 All being in Zephyrhills Colony Addition SW $\frac{1}{2}$ of	23	26	21
Tracts	1, 2, 6, 10, 11, 15, 16, 30B, 31, 35B, 54, S $\frac{1}{2}$ of Tract 64 & 63B Crystal Springs Colony Land Company Sub.	25	26	21
Tracts	1, 26 and 54 Crystal Springs Colony Land Sub.	26	26	21
Tracts	34, 48, SW $\frac{1}{2}$ of SE $\frac{1}{2}$ of SW $\frac{1}{2}$ (same as Tract 59) and 64 Crystal Springs Colony Land Sub.	27	26	21
Tracts	18 and 20 Crystal Springs Colony Land Subdivision	34	26	21
	E $\frac{1}{2}$ of SE $\frac{1}{2}$ of SE $\frac{1}{2}$	33	26	21
	SE $\frac{1}{2}$ of SW $\frac{1}{2}$ of SW $\frac{1}{2}$, W $\frac{1}{2}$ of SW $\frac{1}{2}$ of SW $\frac{1}{2}$, NW $\frac{1}{2}$ of SW $\frac{1}{2}$	34	26	21

AGRICULTURE

COMMISSIONER (SEAL)
of AGRICULTURE
As and Composing the
TRUSTEES OF THE INTERNAL IMPROVEMENT
FUND OF THE STATE OF FLORIDA.

RESERVING unto the State of Florida easement for State Road Right of Way Two Hundred (200) feet wide, lying equally on each side of the center line of any State Road existing on the date of this deed through so much of any parcel herein described as is within One Hundred (100) feet of said center line.

- (5) TO HAVE AND TO HOLD the above granted and described premises unto the said GRANTEE, and his heirs, successors and assigns forever, all in pursuance of Section 9 of Chapter 18296 aforesaid.
- (6) IN TESTIMONY WHEREOF the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and affixed the official seal of said Trustees, and have caused the seal of the Department of Agriculture of the State of Florida to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 13th day of December, 1940

STATE OF FLORIDA

BY:

(SEAL)
TRUSTEES INTERNAL
IMPROVEMENT FUND

FRED. P. CONE.....GOVERNOR (SEAL)

J. M. LEE.....COMPTROLLER (SEAL)

W. V. KROTT.....TREASURER (SEAL)

GEORGE COUPER GIBBS..... (SEAL)

NATHAN MAYO.....ATTORNEY
GENERAL (SEAL)

COMMISSIONER
of AGRICULTURE

(SEAL)
DEPARTMENT OF
AGRICULTURE

As and Composing the
TRUSTEES OF THE INTERNAL IMPROVEMENT
FUND OF THE STATE OF FLORIDA.

15
2



Rept: 961117 Rec: 146.00
DS: 0.00 IT: 0.00
01/18/06 Dpty Clerk

R

Lee E. Nelson, Esquire
Williams Schifino Mangione & Steady, P.A.
Post Office Box 380
Tampa, FL 33601

JED PITTMAN, PASCO COUNTY CLERK
01/18/06 01:52pm 1 of 17
OR BK **6801** PG **229**

RESTRICTIVE COVENANT AGREEMENT
("Governor's Landing")

THIS RESTRICTIVE COVENANT AGREEMENT (this "Agreement") is made and entered into this 13th day of January, 2006 (the "Effective Date"), by **ROBERT GAGNE** ("Gagne"), whose address is 19616 Gulf Boulevard, Indian Shores, Florida 33785, and **M/I HOMES OF TAMPA, LLC**, a Florida limited liability company ("M/I"), whose address is Presidents Plaza II, 4904 Eisenhower Boulevard, Suite 150, Tampa, FL 33634.

RECITALS

A. On the Effective Date, M/I closed on its purchase of, and is the fee simple owner of, certain real property situated in Pasco County, Florida that is particularly described on **Exhibit "A"** attached hereto and incorporated by reference herein (the "M/I Property").

B. Simultaneous therewith on the Effective Date, Gagne closed on his purchase of, and is the fee simple title owner of, certain real property situated in Pasco County, Florida that is more particularly described on **Exhibit "B"** attached hereto and incorporated by reference herein (the "Commercial Property") and located adjacent to the M/I Property.

C. Based upon the parties review of the MPUD zoning conditions for the M/I Property and the Commercial Property as of the Effective Date, which are incorporated by reference herein (the "Zoning Conditions"), and certain conceptual plans prepared by Heidt & Associates, Inc. as the project engineer for the re-zoning and planned development of the Commercial Property and the M/I Property as such plans exist as of the Effective Date (the "Project Plans"), the parties desire to enter into this Agreement. The M/I Property and the Commercial Property are, together, referred to herein as the "Combined Project".

WITNESSETH

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct, and are incorporated by reference herein.

2. **Covenants.** As covenants running with the land that are specifically enforceable during their effectiveness, Gagne, as to the Commercial Property, and M/I, as to the M/I Property, shall: (i) timely take such steps as are necessary to comply with the Zoning Conditions,

including, without limitation, the dedication or conveyance of right-of-way or access rights contemplated under Zoning Conditions, such that no portion of the development of the M/I Property is delayed due Gagne's failure or refusal to comply with the Zoning Conditions as they apply to the Commercial Property and such that no portion of the development of the Commercial Property is delayed due to the failure or refusal of M/I to comply with the Zoning Conditions as they apply to the M/I Property; (ii) adjust the boundaries of the M/I Property at the request of Gagne, or adjust the boundaries of the Commercial Property at the request of M/I, during the platting and development permitting process so long as, in either party's case, there is no material and adverse effect on the M/I Property or Commercial Property, any such adjustment is at the requesting party's cost; and (iii) if required for any governmental approval, consent or permit applicable to the M/I Property or the Commercial Property or any improvement related thereto, each party shall join in and execute any such approval, consent or permit, including without limitation, any application, plat or dedication, or any modification thereto, so long as the foregoing are consistent with the terms and conditions of this Agreement, do not materially and adversely affect the M/I Property or Commercial Property and are reasonably consistent with the Project Plans. Nothing in this Agreement requires M/I or Gagne to construct any improvements on the part of the Combined Project owned by the other party, nor do they require either party to commence or complete development of any part of the Combined Project unless such actions are specifically required by the Zoning Conditions as they apply to the portion of the Combined Project owned by such party. Neither M/I nor Gagne shall seek or obtain any change to the Zoning Conditions that would materially and adversely effect the M/I Property or, as appropriate, the Commercial Property.

3. Covenants Running With the Land; Binding Effect. This Agreement shall be deemed appurtenant to the M/I Property and the Commercial Property, benefiting the M/I Property and the Commercial Property, and burdening the Combined Project, and shall constitute covenants running with the land, binding upon successors and assigns, including remote grantees of the Combined Project. M/I shall have the right to assign the benefits and obligations under this Agreement to a Homeowners Association ("HOA") or Community Development District ("CDD") and be released of all liability and obligations, provided such HOA or CDD assumes the obligations hereunder. Notwithstanding any contrary terms, upon the dedication by plat or conveyance by deed to Pasco County, City of Zephyrhills or any other governmental entity of any portion of the Combined Project after the Effective Date by either party, its successors or assigns, the covenants under Section 2 (ii) above as to such dedicated or conveyed portions shall terminate automatically without further force and effect and without the joinder or consent of the other party. Upon platting of all of the Combined Project after the Effective Date by the parties, their successors or assigns, the covenants under 2(i), 2(ii) and 2(iii) above shall be automatically extinguished and terminated.

4. Good Faith Cooperation. The parties shall endeavor to cooperate in good faith regarding the above covenants in Section 2 above related to the development of M/I Property and the Commercial Property, subject to the terms of this Agreement, and any consents or other instruments requested to be given or executed shall not be unreasonably withheld, conditioned or delayed.

5. Enforcement. The covenants and obligations of each party, and the resulting rights in favor of the other party, its successors and assigns in fee title, are of a significant and

unique value to the M/I Property and the Commercial Property. In addition to any other rights and remedies available at law or in equity with respect to a breach or violation of either party's obligations under this Agreement, or a failure by either to satisfy its obligations under this Agreement, the other party, its successors and assigns in fee title, shall be entitled to obtain specific performance of such party's obligations or obtain injunctive relief for the immediate and irreparable harm that would be caused by such breach or violation or failure to comply with the terms hereof.

6. Non-terminable. No breach of the provisions of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement. Notwithstanding anything in this Agreement to the contrary, this Agreement is not an executory contract that is subject to termination, except in accordance with its terms, and, therefore, M/I and Gagne, on behalf of their respective property, have made present grants and covenants that are not revocable or subject to being rejected.

7. Attorneys' Fees. In the event of any dispute arising under this Agreement, the prevailing party in such action shall be entitled, in addition to all other relief granted or awarded by the court, to a judgment for its reasonable attorneys' and paralegals' fees and costs incurred by reason of such action and all costs of mediation, arbitration, suit at both the trial and appellate levels, and any bankruptcy or post-judgment collection actions.

8. No Third Party Beneficiaries; Merger. No person or entity shall be deemed a beneficiary of the terms of this Agreement, unless specifically provided for herein. The terms and conditions of this Agreement shall not constitute dedications to the public, and no member of the public shall have any rights hereunder. Only fee simple title owners of the Combined Project or parts thereof shall be entitled to enforce and benefit from this Agreement. All prior agreements and understandings between the parties as to the specific subject matter of this Agreement are merged into and superseded by this Agreement.

9. No Liens. Nothing herein shall in anyway permit the imposition of a lien on the other party's property pursuant to Ch. 713, Florida Statutes.

10. Governing Law. This Agreement shall be governed in accordance with laws of the State of Florida.

11. Counterparts. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GAGNE

WITNESSES:

Joyce G. Gray
Printed Name: Joyce A. Gray

Diane Gagne
Printed Name: Diane Gagne

By: Robert Gagne
Robert Gagne

M/I

M/I HOMES OF TAMPA, LLC,
a Florida limited liability company

Printed Name: _____

By: _____

Printed Name: _____

Its: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GAGNE

WITNESSES:

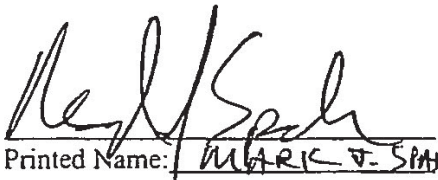
Printed Name: _____

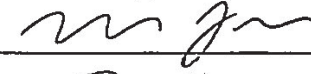
Printed Name: _____

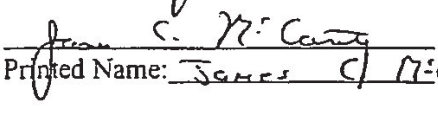
By: _____
Robert Gagne

M/I

M/I HOMES OF TAMPA, LLC,
a Florida limited liability company


Printed Name: MARK V. SPADA

By: 


Printed Name: JAMES C. MCCARTY

Its: Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 13th day of January, 2006, by Robert Gagne. He is personally known to me or has produced a Florida driver license as identification.



ROBERT W. BIVINS
MY COMMISSION # DD 093061
EXPIRES: March 18, 2006
Bonded Thru Budget Notary Services

Robert W. Bivins
Notary Public – State of Florida

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of January, 2006, by _____ as the _____ of M/I Homes of Tampa, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced a Florida driver license as identification.

Notary Public – State of Florida

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of January, 2006, by Robert Gagne. He is personally known to me or has produced a Florida driver license as identification.

Notary Public – State of Florida

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 13th day of January, 2006, by FRED SROESKI as the V.P. of M/I Homes of Tampa, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced a Florida driver license as identification.

Sandra M. Ceballos
Notary Public – State of Florida



Sandra M. Ceballos
Commission # DD480528
Expires December 28, 2006
200603 Troy Palm - Insurance, Inc. 800-335-7019

Exhibit "A"

M/I PROPERTY

EXHIBIT "A"

Governor's Landing Legal Description

DESCRIPTION: Part of the Northwest 1/4 of the Northwest 1/4 of Section 24, Township 26 South, Range 21 East, Pasco County, Florida, lying West of the CSX Transportation, Inc. railroad right-of-way; AND that part of the Southwest 1/4 of the Northeast 1/4 of Section 23, Township 26 South, Range 21 East, lying East of State Road No. 39; AND part of ZEPHYRHILLS COLONY COMPANY recorded in Plat Book 1, Page 55, of the Public Records of Pasco County, Florida, TOGETHER WITH portions of platted rights-of-way (to be vacated), all lying in Sections 23 and 24, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 24, run thence along the West boundary of said Northwest 1/4 of the Northwest 1/4 of Section 24, S.01°47'15"W., 81.76 feet to a point on a curve on the Westerly right-of-way line of said CSX Transportation Inc. railroad right-of-way for a **POINT OF BEGINNING**; thence along said Westerly right-of-way line the following two (2) courses: 1) Southeasterly, 388.84 feet along the arc of a curve to the left having a radius of 4643.87 feet and a central angle of 04°47'51" (chord bearing S.23°52'00"E., 388.72 feet); 2) S.25°21'34"E., 2252.90 feet to the Northerly right-of-way line of Chancey Road; thence along said Northerly right-of-way line, S.76°02'04"W., 980.66 feet; thence N.13°59'13"W., 304.02 feet; thence N.87°14'09"W., 135.92 feet; thence N.60°50'02"W., 15.29 feet; thence N.00°59'46"W., 46.71 feet; thence N.40°20'05"E., 58.36 feet; thence N.26°21'57"W., 84.10 feet; thence N.06°53'03"W., 56.97 feet; thence N.07°47'10"E., 25.05 feet; thence N.39°30'00"W., 339.49 feet; thence S.50°30'00"W., 316.09 feet; thence S.73°55'48"W., 849.08 feet to the Easterly right-of-way line of State Road No. 39; thence along said Easterly right-of-way line, N.27°12'50"W., 1930.45 feet; thence N.42°39'22"E., 374.87 feet to the North boundary of Tract 14 of said plat of ZEPHYRHILLS COLONY COMPANY in said Section 23; thence along said North boundary of Tract 14, N.89°47'09"E., 568.64 feet to the Northeast corner thereof; thence along the East boundary of said Tract 14, S.00°44'51"W., 328.75 feet to the Southeast corner thereof; thence along the Easterly extension of the South boundary of said Tract 14, N.89°43'51"E., 15.00 feet to the centerline of platted right-of-way, also being the West boundary of the Northeast 1/4 of the Northeast 1/4 of aforesaid Section 23; thence along the North boundary of Tract 18 of said plat of ZEPHYRHILLS COLONY COMPANY in said Section 23, and the Westerly extension thereof, and the North boundary of Tract 17 of said plat of ZEPHYRHILLS COLONY COMPANY in said Section 23, and the Easterly extension thereof, N.89°44'13"E., 1363.25 feet to the Northeast corner of the Southeast 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 23; thence along aforesaid West boundary of the Northwest 1/4 of the Northwest 1/4 of Section 24, N.01°47'15"E., 573.24 feet to the **POINT OF BEGINNING**.

12 R SB
Bd. Rec.
chg 115-002

2006142825

INTERLOCAL AGREEMENT BETWEEN PASCO COUNTY AND THE CITY OF ZEPHYRHILLS FOR MODIFIED RESPONSE SERVICES AND RELATED SERVICES

THIS INTERLOCAL AGREEMENT, is made and entered by and between the PASCO COUNTY, FLORIDA, acting by and through its Board of County Commissioners, the governing body thereof, a political subdivision of the State of Florida, hereinafter called "COUNTY," and the City of Zephyrhills, Florida, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, acting by and through its City Council, the governing body thereof, hereinafter called "CITY."

Rept: 1015036 Rec: 103.50
DS: 0.00 IT: 0.00
07/13/06 _____ Dpty Clerk

WITNESSETH:

WHEREAS, the COUNTY and the CITY are desirous of modified response services and related services as defined herein for a certain portion of the incorporated and unincorporated area around the City of Zephyrhills; and

JED PITTMAN, PASCO COUNTY CLERK
07/13/06 10:47am 1 of 12
OR BK 7083 PG 262

WHEREAS, the COUNTY and CITY both operate organized fire departments and possess the knowledge and the experience to efficiently and effectively provide fire prevention, suppression, and first responder medical services and CITY has previously provided such services to portions of the unincorporated area around the City of Zephyrhills pursuant to an Interlocal Agreement that expired on September 30, 2005; and

WHEREAS, effective October 1, 2005, the COUNTY began providing fire prevention, suppression, and first responder medical services to the portions of the unincorporated area around the City of Zephyrhills previously served by the CITY; and

WHEREAS, the COUNTY and the CITY desire to enter into an interlocal agreement pursuant to Florida Statutes, Chapter 163, for each to provide modified response services and related services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereto do mutually agree as follows:

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1. The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this Agreement.

2. The COUNTY and the CITY agree to provide modified response services and related services to each other for a term commencing retroactive to April 1, 2006, and ending on March 31, 2009. Related services shall include, but not be limited to, faulty smoke alarm investigations, home assits, or reports of unknown odors.

3. The COUNTY and the CITY agree to provide modified response services in accordance with Attachment "A" for those portions of the incorporated and unincorporated area in and around the City of Zephyrhills, Florida, as set forth on Composite Attachment "B" (hereinafter "Modified Response Area").

4. Subject to those budgetary limitations set out in Chapter 129, Florida Statutes, and those state and local laws which impose mandatory limits on ad valorem tax revenues and millage which may respectively be collected and imposed, the COUNTY agrees to compensate the CITY for such modified response services as follows:

a. The COUNTY shall pay to the CITY the sum of \$75,000 each year for the period retroactive from April 1, 2006 thru March 31, 2009. The COUNTY shall make equal quarterly payments without demand on the following yearly dates: August 15th, December 15th, March 15th, and June 15th. However, the first quarterly payment for the period of April 1, 2006 through June 30, 2006 shall be due by August 15, 2006.

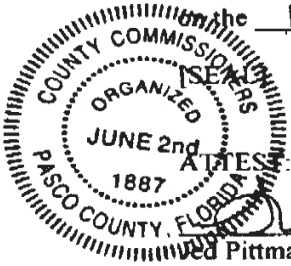
5. The COUNTY will write service reports for any full assignment incident occurring within the unincorporated areas that will be served by the Zephyrhills Fire Department as their first response area and the CITY will write service reports for any full assignment incidents occurring within the incorporated areas that will be served by the COUNTY as set forth in the Modified Response Protocol attached hereto as Attachment "A."

6. Termination of this Agreement by either party shall be effective at the end of the quarter in which prior written notice of at least three (3) months is given. The party terminating

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this Agreement shall provide the other party with a written "Notice of Termination," stating its intent to terminate the Agreement. This written "Notice of Termination" shall be delivered to the other party on or before the following yearly dates: August 15th, December 15th, March 15th, or June 15th. This termination shall be without cause or penalty.

IN WITNESS WHEREOF, the parties hereunto have executed the foregoing agreement on the 11th day of July, 2006.



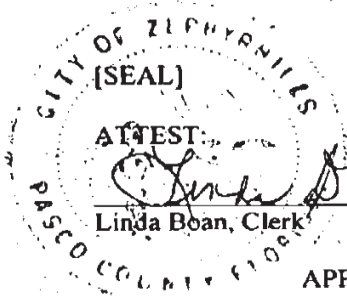
[Signature]
Dana Pittman, Clerk

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

[Signature]
Steve Simon, Chairman
APPROVED
JUL 11 2006

APPROVED AS THE LEGAL FORM AND SUFFICIENTY
Office of the Pasco County Attorney

By [Signature]
Attorney



ATTEST:
[Signature]
Linda Boan, Clerk

CITY OF ZEPHYRHILLS, FLORIDA

[Signature]
Clyde C. Bracknell, Council President

APPROVED AS THE LEGAL FORM AND SUFFICIENTY
Office of the Zephyrhills City Attorney

By [Signature]
Joseph A. Poblick
City Attorney

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Attachment A
Pasco County Emergency Services Department
Pasco Fire Rescue/Zephyrhills Fire Department
Modified Response Protocol

OR BK **7083** PG **265**
4 of 12

1.0 Incidents within the city limits of Zephyrhills:

1.1 Fire Related Incidents:

- 1.1.1 Zephyrhills Fire Department (ZFD) will provide fire protection.
- 1.1.2 Pasco County Fire Rescue (PCFR) will continue with established mutual aid responses to fire related calls when requested by ZFD. This is not an automatic response and it is not an automatic second unit response.

1.2 Medical Related Incidents:

- 1.2.1 Zephyrhills Fire Department will continue to provide first responder and/or EMT initial response to medical calls in conjunction with a PCFR Advanced Life Support (ALS) Rescue Unit.
- 1.2.2 PCFR will continue with established mutual aid responses when requested.

1.3 Command Structure:

- 1.3.1 The command structure will be set up as per ZFD's Standard Operating Guidelines (SOGs).
- 1.3.2 If PCFR establishes command, command will be relinquished to the next arriving ZFD company officer when feasible.

2.0 Incidents within the city limits of Zephyrhills designated as Area 2 of Modified Response Map:

2.1 Fire Related Incidents:

- 2.1.1 Responses to **full alarm assignments** (structure fires, automatic fire alarms, etc.) will be based on ZFD response protocols.
 - 2.1.1.1 PCFR will provide a single initial fire engine response in this designated area.
 - 2.1.1.2 ZFD will provide the second fire engine response.
 - 2.1.1.3 ZFD will provide additional response of resources as requested.
 - 2.1.1.4 ZFD will expect PCFR to continue with the established mutual aid agreements.
- 2.1.2 Responses to **non-full assignments** (vehicle fires, brush fires, etc.):
 - 2.1.2.1 PCFR will provide initial response of apparatus in accordance with the PCFR SOG for the type of incident.

2.2 Medical Related Responses:

- 2.2.1 PCFR will provide first responder, EMT, ALS Engine or EMT Squad initial response to medical related calls in conjunction with a PCFR ALS Rescue Unit.

Attachment A
Pasco County Emergency Services Department
Pasco Fire Rescue/Zephyrhills Fire Department
Modified Response Protocol

OR BK **7083** PG **266**
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2.3 Command Structure:

- 2.3.1 The command structure will be set up as per ZFD's Standard Operating Guidelines (SOGs).
- 2.3.2 If PCFR establishes command, command will be relinquished to the next arriving ZFD company officer when feasible.

3.0 Incidents within the unincorporated areas of the Modified Response Area:

3.1 Fire Related Incidents:

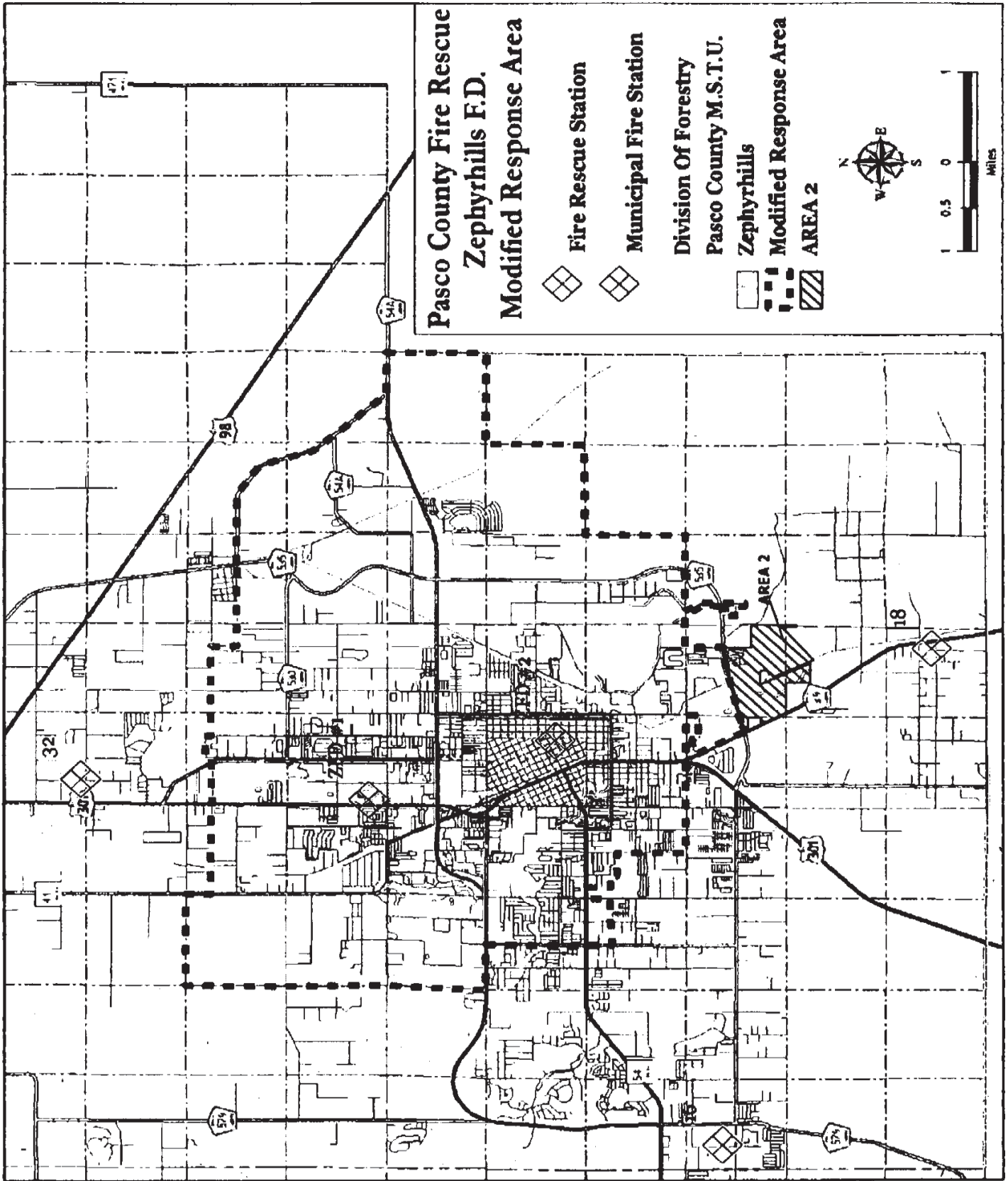
- 3.1.1 Responses to **full alarm assignment** (structure fires, automatic fire alarms, etc.) will be based on PCFR's response protocols (2 Engines, 2 Rescue Units, 1 Air Truck, 1 Battalion Chief and 1 Tanker where appropriate).
 - 3.1.1.1 ZFD will provide a single initial fire engine response in this designated area.
 - 3.1.1.2 PCFR will provide the second fire engine response and all other resources listed above.
 - 3.1.1.3 ZFD will provide additional response of resources only when requested as mutual aid. This is not an automatic response of additional resources from the city as part of the first alarm assignment unless specifically requested by PCFR due to county units unavailable as a result of a previous call.
 - 3.1.1.4 PCFR will expect ZFD to continue with the established mutual aid agreements.
- 3.1.2 Responses to **non-full alarm assignments** (vehicle fires, brush fires, etc.):
 - 3.1.2.1 ZFD will provide initial response of a single engine.
 - 3.1.2.2 PCFR will provide back up resources as requested by ZFD but not normally part of the initial response.

3.2 Medical Related Incidents:

- 3.2.1 ZFD will provide first responder, EMT, ALS Engine or EMT Squad initial responses to medical related calls in conjunction with a PCFR ALS Rescue unit.
- 3.2.2 PCFR will continue with the established mutual aid responses when requested.

3.3 Command Structure:

- 3.3.1 The command structure will be set up as per PCFR's SOGS.
 - 3.3.1.1 ZFD may establish command and retain command until properly relieved of command by an equivalent ranked PCFR company officer or by a PCFR Battalion Chief.



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LEGAL DESCRIPTION

Zephyrhills Response Area

All of Sections 28, 33, 34, 35 and 36, Township 25 South, Range 21 East, Pasco County Florida.

AND

The South 3/4, Except the Southeast 1/4 of the Northeast 1/4 of Section 25, Township 25 South, Range 21 East, Pasco County Florida.

AND

The South 3/4, and the South 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 25 South, Range 21 East, Pasco County Florida.

AND

The South 3/4, of Section 27, Township 25 South, Range 21 East, Pasco County Florida.

AND

All that property lying South, Southwest and West of Melrose Avenue, which becomes Berry Road in Section 29, Township 25 South, Range 22 East, Pasco County Florida.

AND

The South 1/2, of Section 30, Township 25 South, Range 22 East, Pasco County Florida.

AND

All of Section 31, Township 25 South, Range 22 East, Pasco County Florida.

AND

All that property lying Southwest of Berry Road of Section 32, Township 25 South, Range 22 East, Pasco County Florida.

AND

All that property lying Southwest of Berry Road of Section 33, Township 25 South, Range 22 East, Pasco County Florida.

AND

All of Sections 1, 2, 3, 4, 10, 11, 12, 13 and 14 Township 26 South, Range 21 East, Pasco County Florida.

AND

The West 1/2 of Section 9, Township 26 South, Range 21 East, Pasco County Florida.

AND

The East 1/2 of Section 15, Together with tracts 5, 6, 7, 10, 11, 12, 21, 22, 23, 27, 28, 37 and 38 as per Plat of Zephyrhills Colony Company, depicted in Plat Book 1, Page 55 of the Official Records of Pasco County Florida. All in the Northwest 1/4 of said Section 15, Township 26 South, Range 21 East, Pasco County Florida.

AND

The Northeast 1/4 of said Section 16, Township 26 South, Range 21 East, Pasco County Florida.

AND

All that property lying Northeast of State Road 39 and North of Chancey Road in Section 23, Township 26 South, Range 21 East, Pasco County Florida

AND

All that property lying North of Chancey Road in Section 24, Township 26 South, Range 21 East, Pasco County Florida, Except the East 1/2 of the Northeast 1/4 lying North of Chancey Road.

AND

All of Sections 4, 5, 6, 7, 8 and 18, Township 26 South, Range 22 East, Pasco County Florida.

AND

SHEET 02 OF 06

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All that property lying in the Northwest 1/4 of Section 19, Township 26 South, Range 22 East, Pasco County Florida as described in the following four (4) descriptions:

- (1) All that portion of property lying within 100 on each side of the following described centerline; Begin at a point on the north line of the NW. 1/4 of NW. 1/4 of said Section 19, at a point 645.20 feet East of the NW. Corner of said Section. Thence S.33°01'00"E. a distance of 921.05 feet to a point on a tangent curve concave Westerly; thence 298.16 feet Southerly along the arc of said curve, having a radius of 500.00 feet and a central angle of 34°10'00"; thence S.01°09'00"W. a distance of 2105.49 feet to the Southern terminus. Also that portion lying within 100 feet on each side of the following described centerline; Begin at a point on the north line of the NW. 1/4 of NW. 1/4 of said Section 19, at a point 861.41 feet East of the NW. Corner of said Section. Thence S.48°16'11"W. a distance of 11.8 feet to a point on a non-tangent curve concave Easterly; thence 283.73 feet Southerly along the arc of said curve, having a radius of 200.00 feet and a central angle of 81°17'00" to the Southern terminus; Excluding that portion within the previously described property. (Pasco County Property Appraiser I.D. Number 19-26-22-0000-00300-0000 & 19-26-22-0000-00300-0010)

- (2) Per legal description -- Parcel 119.2 as recorded in Official Record Book 1864, Page 1047 of the Public Records of Pasco County, Florida. Commence at the Southwest corner of the Northwest 1/4 of said Section 19; thence N.00°07'38"E. along the West line of said Northwest 1/4 a distance of 764.77 feet; thence N.88°17'13"E., a distance of 579.46 feet to a point on a tangent curve concave to the Northwest; thence Northeasterly along the arc of said curve having for its elements a radius of 2,804.79 feet, a central angle of 11°09'43" an arc distance of 546.40 feet to a point on the West line of Parcel 120.1 of the Zephyrhills By-Pass as described in that certain Quit-Claim Deed recorded in Official Record Book 1731, Page 1414 of the Public Records of Pasco County, Florida (a radial line through said point bears N.12°52'30"W.); thence along said line S.01°02'30"W. for 123.47 feet to a point on a non-tangent curve concave to the Northwest (a radial line through said point bears N.12°17'35"W.), said point being the POINT OF BEGINNING; thence continue along said line and the Southerly extension thereof S.01°02'30"W. for 379.06 feet to a point on a non-tangent curve concave to the Northwest (a radial line through said point bears N.10°46'22"W.); thence Southeasterly along the arc of said curve having for its elements a radius of 3,294.79 feet, a central angle of 01°15'31" an arc distance of 106.88 feet; thence leaving said curve along a radial line N.08°54'51"W., for 370.00 feet to a point on a curve concave to the Northwest (a radial line through said point bears N.08°54'51"W.); thence Northeasterly along the arc of said curve having for its elements a radius of 2,924.79 feet, a central angle of 03°22'45" an arc distance of 172.49 feet, to the POINT OF BEGINNING. Containing 1.186 acres, more or less. (Pasco County Property Appraiser I.D. Number 19-26-22-0000-00400-0011)

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- (3) Per legal description -- Parcel 121.3 as recorded in Official Record Book 1879, Page 1745 of the Public Records of Pasco County, Florida. Commence at the Northwest corner of the Northeast 1/4 of said Section 19; thence S.89°51'36"E. along the North line of said Northeast 1/4 for 643.02 feet to a point on the Easterly right-of-way of the proposed Zephyrhills By-Pass as described in Parcel 121.1 of Pasco County Project No. 04311 0/000078, said point being a point on a non-tangent curve concave to the Northwest (a radial line through said point bears N.71°12'12"W.); thence along said Easterly right-of-way line Southwesterly along the arc of said curve having for its elements a radius of 2,974.79 feet, a central angle of 01°01'46" an arc distance of 52.55 feet to the Southeasterly corner of said Parcel 121.1; thence continue along said curve Southwesterly along the arc of said curve having for its elements a radius of 2,924.79 feet, a central angle of 53°04'47" an arc distance of 2,709.58 feet to the POINT OF BEGINNING; thence leaving said curve along a radial line S.17°05'39"E., for 370.00 feet to a point on a non-tangent curve (a radial line through said point bears N.17°05'39"W.); thence Southwesterly along the arc of said curve having for its elements a radius of 3,294.79 feet, a central angle of 02°44'33" an arc distance of 157.71 feet to a point (a radial line through said point bears N.14°21'06"W.); thence leaving said curve along the Southerly projection of the East line of Parcel 120.1 of the Zephyrhills By-Pass as described in that certain Quit-Claim Deed recorded in Official Record Book 1731, Page 1414 of the Public Records of Pasco County, Florida, N.01°02'30"E., for 385.63 feet to a point on a non-tangent curve; thence Northeasterly along the arc of said curve having for its elements a radius of 2,924.79 feet, a central angle of 00°44'13" an arc distance of 37.61 feet to the POINT OF BEGINNING. (Pasco County Property Appraiser I.D. Number 19-26-22-0000-00100-0040)

SHEET 04 OF 06

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LEGAL DESCRIPTION

OR BK 7083 PG 272
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Pasco County Response Area

All that property lying Northeast of State Road 39 and South of Chancey Road in Section 23, Township 26 South, Range 21 East, Pasco County Florida.

AND

All that property lying Northeast of State Road 39 in Section 24, Township 26 South, Range 21 East, Pasco County Florida, Except the North 3/4 of the East 1/2 of the Northeast 1/4 and Also Except all that land lying South of Chancey Road in the East 1/2 of the Northeast 1/4 of said Section 24, Also Except a triangular parcel of land described as follows: Commence at the Southeast corner of said Section 24, thence West along the South line of said Section 24, a distance of 100 feet more or less to the Point of Beginning; thence continue along said South line a distance of 275 feet more or less; thence N.49°53'44"E. a distance of 236 feet more or less; thence S.00°14'44"W. on a line 100.00 feet West of and parallel with the Northerly extension of the East boundary of Section 25 a distance of 128 feet more or less to the point of beginning.

AND

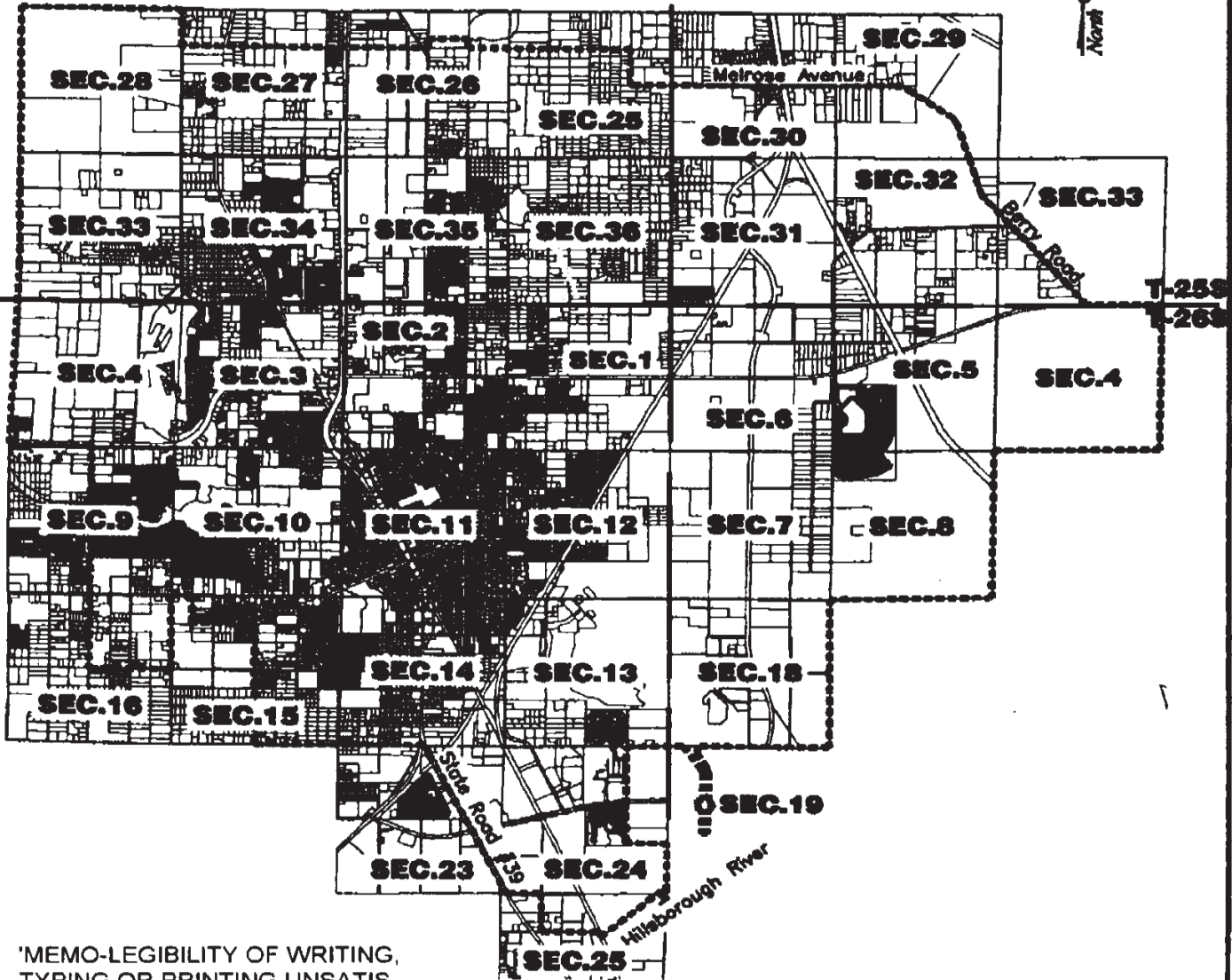
Begin at the intersection of the North line of Section 25, Township 26 South, Range 21 East, Pasco County Florida and the prolongation of the West line of Tract 6 in Section 25, Township 26 South, Range 21 East, Pasco County Florida, Crystal Springs Colony Farms, Plat Book 2, Page 24 of the public records of Pasco County, Florida; thence Southerly along the said prolongation and the West line of Tracts 6 and 11 of said Crystal Springs Colony Farms; thence along the prolongation of the West line of said Tract 11 to the centerline of Pattie Road; thence Easterly along the centerline of said Pattie Road and the extension thereof to the centerline of the C.S.X. Railroad; thence Southeasterly along said centerline to a point of intersection of the extension of the Southerly line of property of Hidden River of Pasco County LLC as described in Official Record Book 6748 Page 895 the following courses and distances; N.49°53'44"E. a distance of 2513 feet more or less; thence S.00°14'44"E. on a line 100.00 feet West of and parallel with the extension of the East boundary of Section 25, Township 26 South, Range 21 East, Pasco County Florida a distance 684.00 feet more or less to a point in the centerline of the Hillsborough River; thence N.00°14'44"E. along the said East boundary of Section 25 a distance of 615.00 feet more or less to the Northeast corner of said Section 25; thence along said North line of the said Section 25 to the point of beginning.

SHEET 05 OF 06

C 36

SCALE 1" = 1 MILE

R-21E R-22E



'MEMO-LEGIBILITY OF WRITING,
TYPING OR PRINTING UNSATIS-
FACTORY IN THIS DOCUMENT.'

Revised 5/09/2006

James W. Kreyer
**JAMES W. KREYER, FLORIDA LICENSED
 SURVEYOR AND MAPPER NO. 6237**

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
 SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER

NOTE: THIS SKETCH IS NOT A SURVEY.



**PASCO COUNTY ENGINEERING
 SERVICES DEPARTMENT**
 7530 LITTLE ROAD
 NEW PORT RICHEY, FL 34654

**PASCO COUNTY FIRE RESCUE
 ZEPHYRHILLS F.D.
 MODIFIED RESPONSE AREA**

DISK/FILE: \\DATA\X9008\X9008.00		DRAWING FILE X9008ZepFD.dwg		W/O # X9008.00	
DATE OF SKETCH: MAY 2, 2006		DRAWN: J.W.K.	CHECK:	SHEET 06 OF 06	

C36



ORDINANCE NO.: 884-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF SAID CITY PURSUANT TO THE REQUEST OF THE OWNERS OF SUCH LANDS AND IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED. (RUCKS PROPERTY).

WHEREAS, NEIL AND RITA RUCKS are the present owners of the lands hereinafter described in Section 1, Parcel 1(a) below, and have requested and consented to the annexation by the City of Zephyrhills of the lands herein described in Section 1, Parcel 1(a) below; and

WHEREAS, the City is authorized by Chapter 171, Florida Statutes, to annex contiguous and infill areas, and to extend the City limits upon receipt of written consent of the land owner, together with the approval of the City Council after notice and public hearing; and

WHEREAS, the City Council has reviewed and evaluated the applications submitted, and has determined that the annexation of said lands into the City is in the public interest and is consistent with the City's Comprehensive Plan and Land Development Regulations.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Council of the City of Zephyrhills, Florida, as follows:

Rept: 840850 Rec: 27.00
DS: 0.00 IT: 0.00
12/22/04 _____ Dpty Clerk

SECTION 1: The following described lands, lying and being situate in Pasco County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO:

JED PITTMAN, PASCO COUNTY CLERK
12/22/04 02:43pm 1 of 3
OR BK 6162 PG 53

CONTAINING 264.44 ACRES, MORE OR LESS.

PARCEL I.D. NOS.: 23-26-21-0000-00200-0000; 23-26-21-0020-01300-0020; 23-26-21-0020-03300-0000; 23-26-21-0020-04900-0000; 23-26-21-0020-06300-0010; 23-26-21-0020-06500-0000; 23-26-21-0020-08000-0000; 23-26-21-0020-09700-0000; 24-26-21-0000-00400-0000; 24-26-21-0000-00400-0010; 24-26-21-0000-00500-0000; 24-26-21-0010-03900-0010; 24-26-21-0010-07100-0000; 24-26-21-0010-07200-0000; 24-26-21-0010-10100-0000; 25-26-21-0010-00500-0000; 25-26-21-0010-01200-0000; and 25-26-21-0010-013B0-0000.

Be, and the same are hereby annexed to and included within the boundaries of the City of Zephyrhills, Florida, a municipal corporation.

SECTION 2: Said lands are contiguous to or is infill of the present City limits of the City of Zephyrhills. That said lands are now unincorporated and lie in the same County as said City, and when annexed would form a compact addition to the incorporated territory of said City. That the owners of said lands contained in said area to be annexed have given written consent to have such annexation for said area.

Record and Return to:
City Clerk's Office
5335 8th Street
Zephyrhills, FL 33542




SECTION 3: The City of Zephyrhills, Florida, is authorized by the legislature of the State of Florida, pursuant to Section 171.044, Florida Statutes, and pursuant to the Charter of the City of Zephyrhills, to annex contiguous or infill areas and to extend the City limits or territorial boundaries upon receipt of a written consent of all owners of land contained in the area to be annexed, together with the approval of the City Council of the City of Zephyrhills, of said annexation duly expressed by Ordinance.

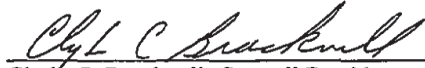
SECTION 4: It is the intention of the City Council of the City of Zephyrhills, Florida to annex the above-described lands to said City within its territorial limits and the boundary lines of said City are hereby redefined and extended so as to include said area of land within its territorial limits upon the final passage of this Ordinance.

SECTION 5: This Ordinance shall be published in a newspaper of general circulation for two (2) consecutive weeks, and proof of publication of this Ordinance shall be filed herein.


SECTION 6: Upon the filing of the Proof of Publication and final adoption of this Ordinance, a copy of same shall be filed with the Clerk of the Circuit Court of Pasco County, Florida, and a copy will be forwarded to the Department of State, Tallahassee, Florida.

The foregoing Ordinance No. 884-04 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 14th day of June, 2004.

Attest: 
Linda D. Boan, City Clerk


Clyde C. Bracknell, Council President

The foregoing Ordinance No. 884-04 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 13th day of December, 2004.

Attest: 
Linda D. Boan, City Clerk


Clyde C. Bracknell, Council President

The foregoing Ordinance No. 884-04 was approved by me this 13th day of December, 2004.


W. Cliff McDuffie, Mayor

Approved as to legal form and legal content


Karla S. Owens, City Attorney

Parcel No. 1:
Tract 13, lying East of Railroad right-of-way and East of right-of-way of State Road No. 39;
Tract 14, less Railroad right-of-way; Tracts 18, 19 and 31; and that portion of Tracts 30, 97, 112
and 113, lying East of the right-of-way of State Road No. 39; all being in Section 23, Township
26 South, Range 21 East, as per plat of ZEPHYRHILLS COLONY COMPANY Lands, recorded in Plat
Book 1, Page 55, Public Records of Pasco County, Florida.

Parcel No. 2:
That portion of Tract 63, lying East of the right-of-way of State Road No. 39, in Section 23,
Township 26 South, Range 21 East, as per plat of ZEPHYRHILLS COLONY COMPANY Lands, recorded
in Plat Book 1, page 55, Public Records of Pasco County, Florida.

Parcel No. 2(a):
Tracts 65 and 80, in Section 23, Township 26 South, Range 21 East, as per plat of ZEPHYRHILLS
COLONY COMPANY Lands, recorded in Plat Book 1, Page 55 of Public Records of Pasco County,
Florida.

Parcel No. 3:
Tracts 17, 32, 49, 50 and 64, and that portion of Tracts 66, 79 lying East of the right-of-way of
State Road No. 39; all being in Section 23, Township 26 South, Range 21 East, as per plat of
ZEPHYRHILLS COLONY COMPANY Lands, recorded in Plat Book 1, Page 55, Public Records of Pasco
County, Florida.

Parcel No. 4:
Tracts 33, 34, 47 and 48, in Section 23, Township 26 South, Range 21 East, as per plat of
ZEPHYRHILLS COLONY COMPANY Lands, recorded in Plat Book 1, Page 55, Public Records of Pasco
County, Florida.

Parcel No. 5:
That portion of Tract 20, lying East of the right-of-way of State Road No. 39, in Section 23,
Township 26 South, Range 21 East, as per plat of ZEPHYRHILLS COLONY COMPANY Lands, recorded
in Plat Book 1, Page 55, Public Records of Pasco County, Florida.
ALSO,

That portion of the SW 1/4 of the NE 1/4, lying East of the right-of-way of State Road No. 39,
in Section 23, Township 26 South, Range 21 East.

Parcel No. 6:
Tracts 41, 56, 57, 72, 73, 74, 87, 103; and that portion of Tracts 39, 40, 42, 55, 58 and 71,
lying West of the Railroad right-of-way; all in Section 24, Township 26 South, Range 21 East, as
per plat of ZEPHYRHILLS COLONY COMPANY Lands, recorded in Plat Book 1, Page 55, Public
Records of Pasco County, Florida.

Parcel No. 6(a):
That portion of Tracts 117 and lying 124, lying West of Railroad right-of-way, in Section 24,
Township 26 South, Range 21 East, as per plat of ZEPHYRHILLS COLONY COMPANY Lands, recorded
in Plat Book 1, Page 55, Public Records of Pasco County, Florida.

Parcel No. 7:
That portion of the SW 1/4 of the NW 1/4 of the NW 1/4, and the S 1/2 of NE 1/4 of SW 1/4,
lying West of the Railroad right-of-way, in Section 24, Township 26 South, Range 21 East.
ALSO,
Tracts 88, 89, 90, 104, 105, 106, 119 and 122; and that portion of Tracts 120 and 121, lying
East of the right-of-way of State Road No. 39, in Section 24, Township 26 South, Range 21 East,
as per plat of ZEPHYRHILLS COLONY COMPANY Lands, recorded in Plat Book 1, Page 55, Public
Records of Pasco County, Florida.

Parcel No. 7(a):
Tracts 107, 118, and 123; and that portion of Tracts 101, 102, and 108, lying West of Railroad
right-of-way, in Section 24, Township 26 South, Range 21 East, as per plat of ZEPHYRHILLS
COLONY COMPANY Lands, recorded in Plat Book 1, Page 55, Public Records of Pasco County,
Florida.

Parcel No. 8:
Tracts 4B and 5, the North 1/2 of Tract 12, and All of Tract 13B, in Section 25, Township 26
South, Range 21 East, CRYSTAL SPRINGS COLONY FARMS, as per plat thereof recorded in Plat Book
2, page 24, Public Records of Pasco County, Florida.

Parcel No. 9:
That part of the NW 1/4 of the NW 1/4 of the NW 1/4 of Section 24, Township 26 South, Range
21 East, lying West of the Seaboard Coastline Railroad right-of-way, in Pasco County, Florida.

And

The South 1/2 of Tract 12, in Section 25, Township 26 South, Range 21 East, CRYSTAL SPRINGS
COLONY FARMS, as per plat thereof recorded in Plat Book 2, Page 24, Public records of Pasco
County, Florida.

ALL THE FOREGOING PARCELS BEING LESS AND EXCEPT the land described in the instruments
recorded at Official Records Book 1864, Page 1016, at Official Records Book 3274, Page 1181, and
at Official Records Book 3540, Page 1468, all in the Public Records of Pasco County, Florida.

AND

That part of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 24,
Township 26 South, Range 21 East, lying West of the Seaboard Coast Line Railroad, Pasco County,
Florida.

2



2004237857

ORDINANCE NO.:885-04

Rept: 840850 Rec: 69.50

DS: 0.00 IT: 0.00

12/22/04

Dpty Clerk

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS FLORIDA APPROVING A LARGE SCALE FUTURE LAND USE MAP AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE MAP DESIGNATION FOR THE TERRITORY HEREINAFTER DESCRIBED FROM COUNTY FUTURE LAND USE MAP DESIGNATION IL (LIGHT INDUSTRIAL) AND RES-3 (3 du/ga) TO THE CITY FUTURE LAND USE MAP DESIGNATION MU (MIXED USE), CONSISTENT WITH THE GOALS, OBJECTIVES AND POLICIES OF THE ADOPTED COMPREHENSIVE PLAN, AS REQUIRED BY THE GROWTH MANAGEMENT ACT OF 1985; AMENDING THE ZEPHYRHILLS LAND DEVELOPMENT CODE TO CHANGE THE ZONING ON LAND HEREINAFTER DESCRIBED FROM COUNTY ZONING CATEGORY AC (AGRICULTURAL) TO CITY ZONING CATEGORY PUD (PLANNED UNIT DEVELOPMENT) IN ACCORDANCE WITH THE PROVISION OF SECTION 166.041, FLORIDA STATUTES; PROVIDING FOR CODIFICATION, CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

JED BITMAN, PASCO COUNTY CLERK
12/22/04 02:43pm
OR BK 6162 Pg 56 of 8

WHEREAS, Neil and Rita Rucks, the owners of lands hereinafter described in Section 2 below, did petition for Future Land Use Map (FLUM) designation and rezoning of said land; and

WHEREAS, the City Council approved the annexation of said land within the corporate limits of the City on December 13, 2004; and

WHEREAS, the City Council has been given authority by the State of Florida, pursuant to Chapter 163, Florida Statutes, to amend the Future Land use Map of the City's territorial boundaries upon receipt of written consent of the landowner, together with approval of the City Council of said Future Land Use Map Amendment duly expressed by Ordinance; and

WHEREAS, the City Council has been given authority by the State of Florida, pursuant to Chapters 166 and 163, Florida Statutes, to rezone property within the City limits upon receipt of written consent of the landowner, together with approval of the City Council of said rezoning duly expressed by Ordinance; and

WHEREAS, due public notice of hearing on the proposed FLUM amendment and rezoning was given by the City Council on November 11 and November 18, 2004 as required by the Zephyrhills Land Development Code, as amended, and Chapters 163 and 166, Florida Statutes; and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency did hold a public hearing on May 11, 2004 to consider said proposed FLUM amendment and rezoning; and

WHEREAS, the City Council agrees to formal adoption of a large scale amendment to the Future Land use Map of the Zephyrhills Comprehensive Plan to designate the hereinafter described real property consistent with all comprehensive plan goals, objectives, and policies which shall pertain to said land; and

WHEREAS, the City Council has determined that the Mixed Use (MU) Future Land Use Map designation and PUD (Planned Unit Development) zoning category would be appropriate, would promote the general welfare, and encourage proper development within the City.

WHEREAS, the City Council has approved, for transmittal to DCA, the future land use map amendment of said land to Mixed Use and zoning to PUD on December 13, 2004; and

NOW THEREFORE BE IT ENACTED AND ORDAINED BY THE CITY COUNCIL OF ZEPHYRHILLS, FLORIDA AS FOLLOWS:

Section 1: The above Whereas clauses are hereby adopted and incorporated herein.

Section 2: The following described lands, lying and being situated in Pasco County, to wit:

Record and Return to:
City Clerk's Office
5335 8th Street
Zephyrhills, FL 33542



SEE EXHIBIT "A" ATTACHED HERETO:

PARCEL I.D. NOS.: 23-26-21-0000-00200-0000; 23-26-21-0020-01300-0020; 23-26-21-0020-03300-0000; 23-26-21-0020-04900-0000; 23-26-21-0020-06300-0010; 23-26-21-0020-06500-0000; 23-26-21-0020-08000-0000; 23-26-21-0020-09700-0000; 24-26-21-0000-00400-0000; 24-26-21-0000-00400-0010; 24-26-21-0000-00500-0000; 24-26-21-0010-03900-0010; 24-26-21-0010-07100-0000; 24-26-21-0010-07200-0000; 24-26-21-0010-10100-0000; 25-26-21-0010-00500-0000; 25-26-21-0010-01200-0000; and 25-26-21-0010-013B0-0000.

264.44 acres m.o.l.

be the same is hereby designated on the Future Land Use Map and rezoned and included within the boundaries of the City of Zephyrhills, Florida.

1. Development shall be in accordance with the application, plans and information submitted by the developer unless otherwise stipulated or modified herein.

2. All wetlands and adjoining buffer, conservation/preservation areas and wildlife habitat/corridor areas shall be placed under a perpetual conservation easement in favor of the City of Zephyrhills. Prior to record plat submittal, the developer shall submit one (1) copy of the executed and recorded conservation easement in a form acceptable to the City Attorney, to the Zephyrhills Planning Director. All conservation easement areas shall be depicted as an overlay on the Final Development Plan and Final Plat.

3. The developer shall create a mandatory homeowners' association in the form of a non-profit corporation registered with the Florida Secretary of State. The developer shall convey in fee simple to the association for ownership and maintenance, all open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special purpose areas unless the said area(s) are required to be dedicated to another governmental entity. Recreation areas and neighborhood parks shall be conveyed to the association. Prior to approval of the final plat, the homeowners' association, documents, including Articles of Incorporation with proof of filing with the Secretary of State, restrictive covenants, and all exhibits, shall be submitted to the Planning Director for review along with copies of instruments to be used to convey in fee simple the above-mentioned areas to said association.

4. In addition to these PUD conditions of approval, the developer shall comply with all City of Zephyrhills ordinances including all impact fee ordinances.

5. In the event ordinances/resolutions are subsequently adopted by the City Council including, but not limited to, utilities, public safety, impact fee or other, the developer shall be required to comply with same except if such ordinances/resolutions materially and adversely change any conditions of approval granted.

6. Streets shall be public and donated to the City and shall be constructed to City standards.

7. The developer has submitted a traffic study which was reviewed and approved by staff and the site plan review committee. Prior to approval of the final plat, the developer shall bond or construct all transportation improvements identified herein. The developers shall construct the following site-related improvements:

a. At the intersection of S.R. 39 and Residential Drive 1:

(1) Construct a southbound left turn lane and a westbound combined left and right turn lane.

b. At the intersection of S.R. 39 and Residential Drive 2:

(1) Construct a southbound left turn lane and a westbound combined left and right turn lane.

- c. At the intersection of Chancy Road and Residential Drive 3:
 - (1) Construct a northbound combined left and right turn lane.
- d. At the intersection of Chancey Road and Residential Drive 4:
 - (1) Construct a northbound and southbound combined left and right turn lane and through lane.
- e. At the intersection of S.R. 39 and Community Drive 1:
 - (1) Construct a southbound left, westbound left, and right turn lanes, and signalize when warranted by MUTCD.
- f. At the intersection of Chancey Road and Community Drive 2:
 - (1) Construct northbound and southbound left and right turn lanes and through lane;
 - (2) Construct eastbound and westbound left turn lanes, and signalize when warranted by MUTCD.
- g. At the intersection of Chancey Road and Community Drive 3:
 - (1) Construct northbound and southbound left and right turn lanes and through lane.

8. The traffic study submitted by the developer assumes mixed use development. Prior to approval of the final plat, the developer shall bond or construct any off-site improvements identified herein. Offsite improvements include:

- a. Signalization of the U.S. 301 and 39 intersection when warranted by MUTCD.

9. Stormwater management and drainage plans, including construction of roads and lift stations shall be at the 25 year flood elevation and shall be designed in accordance with Southwest Florida Water Management District (SWFWMD) requirements for open drainage basins. The developer shall submit a lot grading plan.

10. The City of Zephyrhills shall provide water and/or wastewater service to the project, a master utility plan for the project shall be submitted to the Utilities Director for review and approval prior to the construction plan approval and the developer shall construct all water and wastewater facilities within the development to current City standards.

11. Development shall be in accordance with the Preliminary Development Plan submitted to the City dated May 5, 2004. The approved uses and conditions of approval are as follows:

- a. Maximum of 354 single family (lot layout may be modified based on final engineering design); 126 Town-home Units; and 270,000 Square Feet of Commercial Uses.
- b. Typical Minimum Lot Sizes and side setbacks shall be:
 - 45 ft. x 120 ft. with 6 ft. side setbacks
 - 50 ft. x 115 ft. with 7.5 ft. side setbacks
 - 60 ft. x 115 ft. with 7.5 ft. side setbacks
- c. Front and Rear Setbacks:
 - Front – 20 ft.
 - Rear – 15 ft.
- d. A uniform mailbox and post design shall be provided throughout the community.
- e. A Street Tree Plan shall be included in the Final Development Plan.

- f. Landscape and/or fence buffers will be shown on the Final Development Plan.
- g. A minimum of 2 trees, including existing trees, shall be provided on each lot.
- h. Tree preservation shall be shown on Final Development Plan.
- i. Entry features and signage shall be shown on Final Development Plan.
- j. Street lights shall be operated and maintained by a street lighting district or homeowners association.
- k. Decorative post-top street lights shall be provided within residential villages.

12. Recreation site development standards shall be in accordance with the City of Zephyrhills Land Development Code and the Park Impact Fee Ordinance as amended.

13. Unless required elsewhere within the conditions of approval, all conveyances to the homeowners association required pursuant to this rezoning shall occur prior to the issuance of the first certificate of occupancy in a form acceptable to the City Attorney, and excluding any homeowner association restrictions or encumbrances, shall be free and clear of all liens and encumbrances.

14. The re-zoning request and preliminary plans have been reviewed by staff and deemed consistent with the Land Development Code, the Comprehensive Plan and the levels of service requirements and a compliance certificate will be issued by the City of Zephyrhills upon final approval of this ordinance.

15. The developer will comply with the City of Zephyrhills fire hydrant regulations in the Land Development Code.

Section 3: This ordinance shall supersede all ordinances or parts of ordinances in conflict herewith.

Section 4: That if any section, sentence, clause or phrase of this ordinance is held to be invalid of unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 5: This rezoning and large scale FLUM amendment shall take effect as provided in the City Charter and Chapter 163, Florida Statutes.

The foregoing Ordinance No. 885-04 was introduced on first reading by the City Council of the City of Zephyrhills, Florida on the 14th of June, 2004.

ATTEST: *Linda D. Boari* *Clyde C. Bracknell*
 Linda D. Boari, City Clerk Clyde C. Bracknell, Council President

The foregoing Ordinance No. 885-04 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of Zephyrhills, Florida on this 13th day of December, 2004.

ATTEST: *Linda D. Boari* *Clyde C. Bracknell*
 Linda D. Boari, City Clerk Clyde C. Bracknell, Council President

The foregoing Ordinance No. 885-04 was approved by me this 13th day of December, 2004.



W. Cliff McDuffie, Mayor

Approved as to legal form and legal content



Karla S. Owens, City Attorney

Parcel No. 1:
Tract 13, lying East of Railroad right-of-way and East of right-of-way of State Road No. 39;
Tract 14, less Railroad right-of-way; Tracts 18, 19 and 31; and that portion of Tracts 30, 97, 112
and 113, lying East of the right-of-way of State Road No. 39; all being in Section 23, Township
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Parcel No. 8:
Tracts 4B and 5, the North 1/2 of Tract 12, and All of Tract 13B, in Section 25, Township 26
South, Range 21 East, CRYSTAL SPRINGS COLONY FARMS, as per plat thereof recorded in Plat Book
2, page 24, Public Records of Pasco County, Florida.

Parcel No. 9:
That part of the NW 1/4 of the NW 1/4 of the NW 1/4 of Section 24, Township 26 South, Range
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And

The South 1/2 of Tract 12, in Section 25, Township 26 South, Range 21 East, CRYSTAL SPRINGS
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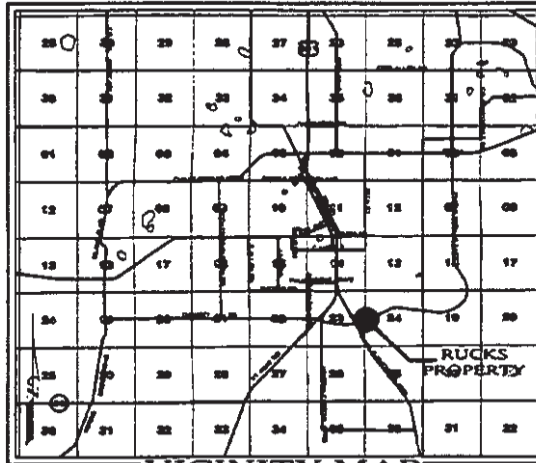
ALL THE FOREGOING PARCELS BEING LESS AND EXCEPT the land described in the instruments
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AND

That part of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 24,
Township 26 South, Range 21 East, lying West of the Seaboard Coast Line Railroad, Pasco County,
Florida.

SOUTH RUCKS PARCEL

	NON-IMPACTED WETLANDS	50.37 AC.
	PONDS	7.85 AC.
	FLOODPLAIN / WETLAND MITIGATION	15.11 AC.
	NEIGHBORHOOD PARKS / FOCAL POINTS	3.03 AC.
	DEVELOPED AREAS (RESIDENTIAL)	23.95 AC.
	COMMERCIAL AREAS	8.14 AC.
	OPEN SPACE	34.46 AC.
TOTAL AREA		142.91 AC
	IMPACTED WETLANDS	1.75 AC.



VICINITY MAP

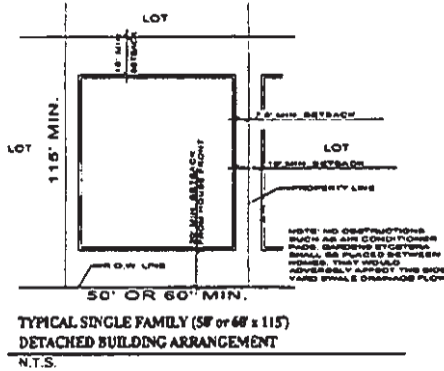
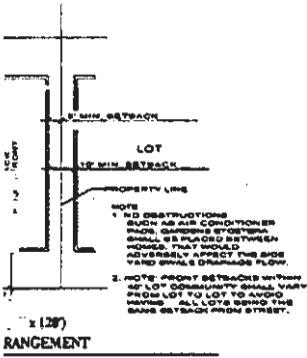
NORTH	SOUTH	TOTAL
TOTAL LOTS / SQ. FT.	TOTAL LOTS / SQ. FT.	
0	109	109
96	25	121
124	0	124
126	0	126
200,000 sf	70,000 sf	270,000 sf
346 Lots	134 Lots	480 Lots

Site Data (North & South)

- Existing Land Use: LI & RES-3
- Existing Zoning: AC
- Proposed Land Use: MU
- Proposed Zoning: PUD
- Total Land Area: 264.40 Ac.
- Open Space/Mitigation Area/Ponds/Parks: 94.29 Ac.
- Wetlands: 53.68 Ac.
- Commercial Area: 29.0 Ac.
- Development Area (Residential): 87.47 Ac.
- Total Residential Units: 480
- Total Commercial: 270,000 SF
- Gross Residential Density: 2.04 Ac.
- Commercial Area FAR: 0.2

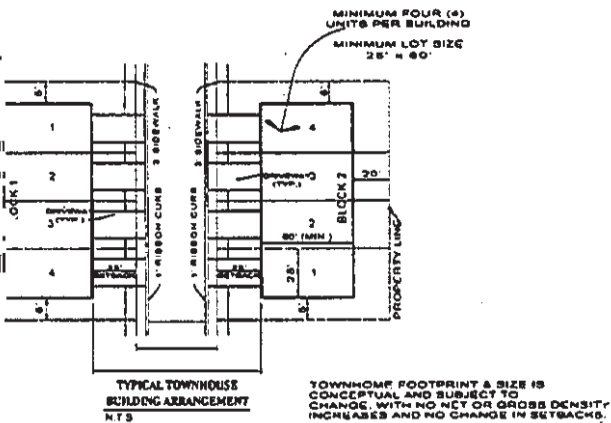
Rucks/Zephyrhills PUD Notes

- Development is interconnected via the sidewalk system along both sides of all neighborhood roadways. The 60' right-of-way section in the north parcel shall have a 6' wide multi-use sidewalk on one side of the roadway.
- Street lighting shall be provided with maintenance by the HOA, unless other arrangements are made with electric power utility company.
- All common/open space and park areas shall be irrigated. Ownership and maintenance of these areas shall be by the HOA.
- Construction plan submittal shall include a tree survey. Tree preservation shall be in accordance with City of Zephyrhills LDC.
- Proposed wetlands impacts shall be justified and permitted through applicable environmental agencies. Wetland mitigation areas shall be owned by the HOA and maintained per applicable permit conditions.
- Landscaping shall be provided within open space buffers along the perimeter of the property abutting development areas. Street and lot trees shall be provided per City of Zephyrhills LDC.
- A 6' high fence or wall shall be provided along park areas abutting the railroad.
- Commercial parcel points of access, wetland impact/mitigation areas and stormwater pond areas are approximate and subject to change during final design and will comply with applicable regulatory requirements.



TYPICAL SINGLE FAMILY (50' OR 60' x 115') DETACHED BUILDING ARRANGEMENT
N.T.S.

TYPICAL TOWNHOUSE BUILDING ARRANGEMENT
N.T.S.



Rucks Property

City of Zephyrhills, Florida

Planned Unit Development Annexation/Land Use Amendment/Rezoning

Prepared For:

Mr. Bob Gagne
Woodshed Development Corp.
3050 S. Dale Mabry
Tampa, FL 33629
Ph: 813-832-5400
Fax: 813-831-6526
Date: May 5, 2004



HEIDT & ASSOCIATES, INC.

CIVIL ENGINEERING
SURVEYING
PLANNING
LANDSCAPE ARCHITECTURE
LAND DEVELOPMENT

Steve
212 South Dale Mabry
Suite 100
Tampa, FL 33629
Phone: 813-250-5811
Fax: 813-250-5810

DS 05 04 06 48 AM HEYD & ASSOC. STAFF: P. RUCKS PARCEL MASTER PLAN LAND PLANNING HAS DND



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Real Estate Parcel/Account #23-26-21-0020-08000-0000

Owner:

GAGNE ROBERT H TRUST
GAGNE ROBERT H TRUSTEE

Property:

3356 PAUL S BUCHMAN HIGHWAY
ZEPHYRHILLS 33540

[Parcel details](#)

[Property Appraiser](#)

[Property Map](#)



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Amount Due

Your account is **paid in full**. There is nothing due at this time.

Your last payment was made on **11/24/2021** for **\$35.43**. [Print paid bill \(PDF\)](#)

Account History

BILL	AMOUNT DUE	STATUS			ACTION
2021 Annual Bill ⓘ	\$0.00	Paid \$35.43	11/24/2021	Receipt #22-1-043795	Print (PDF)
2020 Annual Bill ⓘ	\$0.00	Paid \$35.46	11/12/2020	Receipt #21-1-016920	Print (PDF)
2019 Annual Bill ⓘ	\$0.00	Paid \$32.88	11/07/2019	Receipt #20-5-000300	Print (PDF)
2018 Annual Bill ⓘ	\$0.00	Paid \$26.79	11/08/2018	Receipt #19-132-000307	Print (PDF)
2017 Annual Bill ⓘ	\$0.00	Paid \$27.21	11/28/2017	Receipt #18-1-052612	Print (PDF)
2016 Annual Bill ⓘ	\$0.00	Paid \$27.89	11/16/2016	Receipt #17-2-007121	Print (PDF)
2015 Annual Bill ⓘ	\$0.00	Paid \$28.65	12/22/2015	Receipt #16-132-003081	Print (PDF)
2014 Annual Bill ⓘ	\$0.00	Paid \$26.67	11/13/2014	Receipt #14-000-3090993	Print (PDF)
2013 Annual Bill ⓘ	\$0.00	Paid \$25.70	11/08/2013	Receipt #13-000-327055	Print (PDF)
Total Amount Due	\$0.00				

Parcel ID		23-26-21-0020-08000-0000 (Card: 001 of 1)								
Classification		06000-Grzgsol Class1								
Mailing Address				Property Value						
GAGNE ROBERT H TRUST				Just Value (Classified Use)		\$1,656				
GAGNE ROBERT H TRUSTEE				Ag Land		\$1,656				
39441 PATTIE RD				Land		\$134,087				
ZEPHYRHILLS, FL 33540-3106				Building		\$0				
				Extra Features		\$0				
Physical Address						Non-School		School		
3356 PAUL S BUCHMAN HIGHWAY,						\$1,656		\$1,656		
ZEPHYRHILLS, FL 33540						-\$0		-\$0		
Legal Description (First 200 characters)				Assessed		-\$0		-\$0		
<u>See Plat for this Subdivision</u>				Homestead Exemption		-\$0		-\$0		
ZEPHYRHILLS COLONY COMPANY LANDS PB 1 PG				Additional Exemptions		-\$0		-\$0		
55 POR OF TRACTS 65 79 & 80 DESC AS FOLL:										
COM AT NE COR OF SE1/4 OF SEC TH S89DG 14'										
43"W ALG NORTH BDY OF SAID SE1/4 15 FT TH										
S00DG 09' 20"W ALG EAST BDY OF T[...]				Taxable Value		\$1,656		\$1,656		
Jurisdiction										
CITY OF ZEPHYRHILLS										
Community Dev District										
N/A										
Land Detail (Card: 1 of 1)										
Line	Use	Code	Description	Zoning	Units	Type	Price	Condition	Value	
1	6000V	CMAJJ-1	Grazing 1	OPUD	4.730	AC	\$3.00	1.00	\$134,087	
Additional Land Information										
Acres	Tax Area	FEMA Code	Subsidence Activity			Neighborhood Code(s)				
4.73	30ZH	Multiple Zones	None Reported			3ZHS CMAJ				
Building Information - Use (Card: 1 of 1)										
Unimproved Parcel										
Extra Features (Card: 1 of 1)										
Line	Code	Description	Year	Units	Value					
No Extra Features										
Sales History										
Previous Owner:				GAGNE ROBERT						
Month/Year	Book/Page	Type	DOR Code	Condition	Amount					
1/2008	7743 / 1772	Quit Claim Deed		V	\$0					
4/2006	7004 / 0940	Warranty Deed		I	\$0					
4/2006	7004 / 0921	Warranty Deed		V	\$0					
1/2006	6801 / 0199	Warranty Deed		I	\$0					
12/1975	0819 / 1631	Warranty Deed		I	\$0					



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Real Estate Parcel/Account #23-26-21-0020-09700-0000

Owner:

GAGNE ROBERT H TRUST
GAGNE ROBERT H TRUSTEE

Property:

(unknown)

[Parcel details](#)

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Amount Due

Your account is **paid in full**. There is nothing due at this time.


Your last payment was made on **11/24/2021** for **\$24.50**. [Print paid bill \(PDF\)](#)

Account History

BILL	AMOUNT DUE	STATUS	ACTION
2021 Annual Bill ⓘ	\$0.00 Paid \$24.50	11/24/2021 Receipt #22-1-043795	Print (PDF)
2020 Annual Bill ⓘ	\$0.00 Paid \$24.53	11/12/2020 Receipt #21-1-016920	Print (PDF)
2019 Annual Bill ⓘ	\$0.00 Paid \$22.72	11/07/2019 Receipt #20-5-000300	Print (PDF)
2018 Annual Bill ⓘ	\$0.00 Paid \$22.79	11/08/2018 Receipt #19-132-000307	Print (PDF)
2017 Annual Bill ⓘ	\$0.00 Paid \$23.15	11/28/2017 Receipt #18-1-052612	Print (PDF)
2016 Annual Bill ⓘ	\$0.00 Paid \$23.73	11/16/2016 Receipt #17-2-007121	Print (PDF)
2015 Annual Bill ⓘ	\$0.00 Paid \$24.37	12/22/2015 Receipt #16-132-003081	Print (PDF)
2014 Annual Bill ⓘ	\$0.00 Paid \$22.68	11/13/2014 Receipt #14-000-3090992	Print (PDF)
2013 Annual Bill ⓘ	\$0.00 Paid \$21.83	11/08/2013 Receipt #13-000-327054	Print (PDF)
Total Amount Due	\$0.00		

Parcel ID		23-26-21-0020-09700-0000 (Card: 001 of 1)							
Classification		06000-Grzsoil Class1							
Mailing Address				Property Value					
GAGNE ROBERT H TRUST				Just Value (Classified Use)		\$1,145			
GAGNE ROBERT H TRUSTEE				Ag Land		\$1,145			
39441 PATTIE RD				Land		\$28,253			
ZEPHYRHILLS, FL 33540-3106				Building		\$0			
Physical Address				Extra Features		\$0			
No Physical Address									
Legal Description (First 200 characters)						Non-School		School	
<u>See Plat for this Subdivision</u>				Assessed		\$1,145		\$1,145	
ZEPHYRHILLS COLONY COMPANY LANDS PB 1 PG				Homestead Exemption		-\$0		-\$0	
55 THAT PART OF TRACTS 97 112 & 113 LYING				Additional Exemptions		-\$0		-\$0	
EAST OF SR 39 EXC FOLL DESC POR OF TRACT 97:									
BEGIN AT NE COR OF TRACT 97 TH S89DG 18'									
37"W ALG N BDY THEREOF 398.53 F[...]				Taxable Value		\$1,145		\$1,145	
Jurisdiction									
<u>CITY OF ZEPHYRHILLS</u>									
Community Dev District									
N/A									
Land Detail (Card: 1 of 1)									
Line	Use	Code	Description	Zoning	Units	Type	Price	Condition	Value
1	6000V	A1-1	Grazing 1	0PUD	3.270	AC	\$14,400.00	0.60	\$28,253
Additional Land Information									
Acres	Tax Area	FEMA Code	Subsidence Activity			Neighborhood Code(s)			
3.27	30ZH	Multiple Zones	None Reported			3ZHS			
Building Information - Use (Card: 1 of 1)									
Unimproved Parcel									
Extra Features (Card: 1 of 1)									
Line	Code	Description	Year	Units	Value				
No Extra Features									
Sales History									
Previous Owner:				GAGNE ROBERT					
Month/Year	Book/Page	Type	DOR Code	Condition	Amount				
1/2008	<u>7743 / 1772</u>	Quit Claim Deed		V	\$0				
4/2006	<u>7004 / 0940</u>	Quit Claim Deed		V	\$0				
4/2006	<u>7004 / 0921</u>	Warranty Deed		V	\$0				
1/2006	<u>6801 / 0199</u>	Warranty Deed		V	\$0				
12/1975	<u>0819 / 1631</u>	Warranty Deed		V	\$0				



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Real Estate Parcel/Account #24-26-21-0000-00400-0010

Owner:

GAGNE ROBERT H TRUST
GAGNE ROBERT H TRUSTEE

Property:
(unknown)


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
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Amount Due

Your account is **paid in full**. There is nothing due at this time.

Your last payment was made on **11/24/2021** for **\$32.97**.  [Print paid bill \(PDF\)](#)

Account History

BILL	AMOUNT DUE	STATUS	ACTION
2021 Annual Bill 	\$0.00	Paid \$32.97 11/24/2021 Receipt #22-1-043795	 Print (PDF)
2020 Annual Bill 	\$0.00	Paid \$32.98 11/12/2020 Receipt #21-1-016920	 Print (PDF)
2019 Annual Bill 	\$0.00	Paid \$30.57 11/07/2019 Receipt #20-5-000300	 Print (PDF)
2018 Annual Bill 	\$0.00	Paid \$30.66 11/08/2018 Receipt #19-132-000307	 Print (PDF)
2017 Annual Bill 	\$0.00	Paid \$31.12 11/28/2017 Receipt #18-1-052612	 Print (PDF)
2016 Annual Bill 	\$0.00	Paid \$31.64 11/16/2016 Receipt #17-2-007121	 Print (PDF)
2015 Annual Bill 	\$0.00	Paid \$32.50 12/22/2015 Receipt #16-132-003081	 Print (PDF)
2014 Annual Bill 	\$0.00	Paid \$30.59 11/13/2014 Receipt #14-000-3090991	 Print (PDF)
2013 Annual Bill 	\$0.00	Paid \$29.32 11/08/2013 Receipt #13-000-327053	 Print (PDF)
Total Amount Due	\$0.00		

Parcel ID		24-26-21-0000-00400-0010 (Card: 001 of 1)							
Classification		06300-Grzgsol Class4							
Mailing Address				Property Value					
GAGNE ROBERT H TRUST				Just Value (Classified Use)		\$1,540			
GAGNE ROBERT H TRUSTEE				Ag Land		\$1,540			
39441 PATTIE RD				Land		\$56,280			
ZEPHYRHILLS, FL 33540-3106				Building		\$0			
Physical Address				Extra Features		\$0			
No Physical Address									
Legal Description (First 200 characters)						Non-School		School	
S1/2 OF NE1/4 OF SW1/4 W OF RR & NW 1/4 OF				Assessed		\$1,540		\$1,540	
NE 1/4 OF SW 1/4 W OF RR OR 883 PG 1480 OR				Homestead Exemption		-\$0		-\$0	
819 PG 1631 OR 7004 PG 921 OR 7743 PG 1772				Additional Exemptions		-\$0		-\$0	
Jurisdiction									
CITY OF ZEPHYRHILLS									
Community Dev District				Taxable Value		\$1,540		\$1,540	
N/A									
Land Detail (Card: 1 of 1)									
Line	Use	Code	Description	Zoning	Units	Type	Price	Condition	Value
1	5500V	SZ3-LO	Timber 2	0PUD	1.000	AC	\$120.00	1.00	\$120
2	6000V	A1-1	Grazing 1	0PUD	1.500	AC	\$14,400.00	0.60	\$12,960
3	6300V	A1-1	Grazing 4	0PUD	5.000	AC	\$14,400.00	0.60	\$43,200
Additional Land Information									
Acres	Tax Area	FEMA Code	Subsidence Activity			Neighborhood Code(s)			
7.5	30ZH	Multiple Zones	None Reported			3ZHS			
Building Information - Use (Card: 1 of 1)									
Unimproved Parcel									
Extra Features (Card: 1 of 1)									
Line	Code	Description	Year	Units	Value				
No Extra Features									
Sales History									
Previous Owner:				GAGNE ROBERT					
Month/Year	Book/Page	Type	DOR Code	Condition	Amount				
1/2008	7743 / 1772	Quit Claim Deed		V	\$0				
4/2006	7004 / 0940	Quit Claim Deed		V	\$0				
4/2006	7004 / 0921	Warranty Deed		V	\$0				
1/2006	6801 / 0199	Warranty Deed		V	\$0				
12/1975	0819 / 1631			V	\$0				

