

**MEMORANDUM**

**TO:** MAYOR AND CITY COMMISSION

**FROM:** CITY ATTORNEY'S OFFICE

**DATE:** February 21, 2022

**RE: Development Agreement with Forestar (USA)  
Real Estate Group, Inc. for Property Located  
South of W. Pipkin Road, West of Yates Road,  
North of Ewell Road and West of Busy Bee Lane**

Forestar (USA) Real Estate Group, Inc. is proposing to develop a residential community (Hawthorne) consisting of up to 1,051 single-family detached and 180 single-family attached dwelling units on 486.842 acres generally located south of West Pipkin Road, north of Ewell Road and west of the Riverstone development. A Planned Unit Development (PUD) zoning ordinance was originally approved for the property on February 19, 2007 by a previous developer, with the last major modification to the PUD being adopted by the City Commission on December 17, 2018. The recommended PUD conditions address the Project's expected traffic impacts in the 2030 buildout year as analyzed in a Major Traffic Study submitted by Traffic & Mobility Consultants, LLC dated March 2021. With Polk County's on-going four-lane construction project on West Pipkin Road between Medulla Road and Harden Boulevard and three-lane reconstruction project between Harden Boulevard and South Florida Avenue, the primary transportation concurrency deficiency at buildout attributed to the Project is on Ewell Road between County Line Road and South Florida Avenue. The analysis estimates that West Pipkin Road between Harden Boulevard and South Florida Avenue is expected to fail with or without the Project's traffic in Year 2030.

The PUD Ordinance requires that prior to the first plat submittal, a Development Agreement shall be executed between the developer and the City and recorded by the Polk County Clerk of Courts to define concurrency mitigation requirements and trip vesting obligations for each development phase of the Project through buildout. City staff is currently reviewing the first plat and construction plan submittal for the first 183 single-family detached residential lots, generally located in the northwest portion of the Project. The PUD ordinance and proposed Development Agreement require the implementation of an internal collector road network to better distribute Project traffic and provide internal pathways with connections to external properties, including Riverstone and the adjacent City park site. The PUD and proposed Development Agreement also require that the internal collector roadways for the Project (Roads A1, A2 and B/Medulla Extension – see attached map) include multi-use trails, sidewalks and

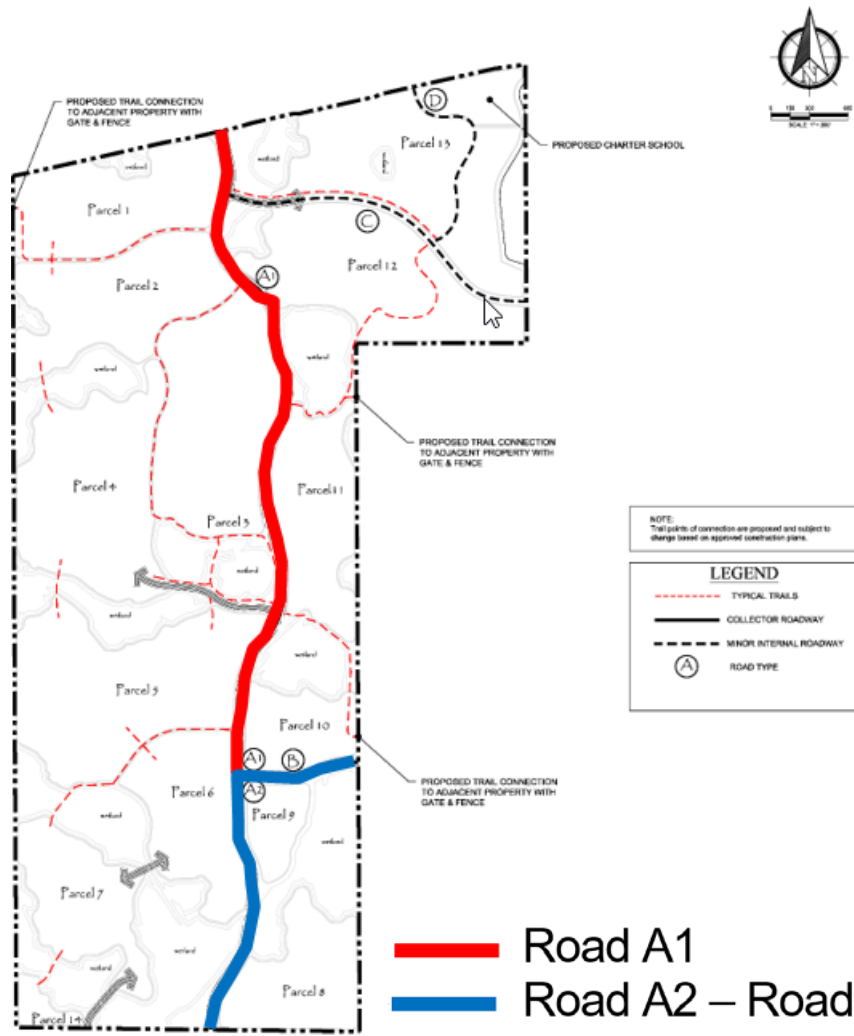
paved shoulders to maximize connectivity for non-motorized transportation modes.

In addition to the construction of internal transportation improvements, the Development Agreement requires that, prior to building permit issuance for the 400<sup>th</sup> dwelling unit within the Project, the developer shall pay the Lakeland Area Mass Transit District (LAMTD) the first of three annual installments of \$166,666.66 (total payment of \$500,000.00) to purchase a bus for a route serving the property. The final installment payment will be made no later than December 31, 2025. Prior to the first payment, the Developer shall execute a separate funding agreement with LAMTD. The bus purchase shall be eligible for City Transportation Impact Fee Credits. It should be noted that on November 18, 2020, LAMTD approved the Developer's petition to annex the property and be subject to the half-mill ad valorem tax assessment levied by LAMTD for mass transit services in the Lakeland area. This annexation petition was ratified by the City Commission on January 4, 2021.

Under the Development Agreement, construction of Roads A2 and B/Medulla Extension, between Riverstone and Ewell Road, must be completed by the Developer prior to Certificate of Occupancy (CO) issuance for the 660<sup>th</sup> dwelling in the Project. Roads A2 and B/Medulla Extension will complete the extension of a collector road corridor from Riverstone to Ewell Road. Finally, the City agrees that upon the Developer's performance under the Development Agreement, the City will vest the Project's 1,072 PM Peak Hour Trips as defined in the Major Traffic Study for a period of ten (10) years.

It is recommended that the City Commission approve the attached Development Agreement with Forestar (USA) Real Estate Group, Inc. and authorize the appropriate City officials to execute the Agreement.

Attachment



— Road A1  
— Road A2 – Road B/Medulla Ext.

*This instrument prepared by and return to:*  
Thomas R. Sullivan, Esq.  
Gray Robinson, P.A.  
301 East Pine Street, Suite 1400  
Orlando, FL 32801

## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between Forestar (USA) Real Estate Group, Inc., (the "Developer") and the City of Lakeland, (the "City").

WHEREAS, the Developer proposes to develop real property generally located south of W. Pipkin Road, west of Yates Road, and north of Ewell Road and west of Busy Bee Lane, as described in Exhibit A and as depicted in Exhibit B (the "Property"); and

WHEREAS, the Developer proposes to construct a community consisting of up to 1,051 single-family detached and 180 single-family attached dwelling units (the "Project"), as requested and further detailed in PUD 18-066 (the "PUD"), Ordinance No. 5755, which approved a variety of single-family attached and detached residential product types, and an internal transportation plan with general location of proposed streets and pedestrian pathways, as depicted in Exhibit C; and

WHEREAS, Sections K and L of the PUD include certain transportation concurrency mitigation requirements, as further described herein, to address the impacts of the Project (the "Required Improvements"); and

WHEREAS, the Florida Local Government Development Agreement Act, Florida Statutes §§ 163.3220 - 163.3243, (the "Act"), authorizes local governments to enter into development agreements with developers to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements; and

WHEREAS, such development agreements strengthen the public planning process, encourage sound capital improvement planning and financing, assist in assuring there are adequate capital facilities for the development, encourage private participation in comprehensive planning and reduce the costs of development; and

WHEREAS, the Project is consistent with the City of Lakeland's Comprehensive Plan and Land Development Code; and

WHEREAS, the Project will comply with Planned Unit Development Ordinance 5755, as

amended, and all applicable land development regulations in effect at the time of permitting unless otherwise provided herein; and

WHEREAS, the southwestern Lakeland area continues to face transportation challenges that could impact long-term growth potential if not addressed; and

WHEREAS, the Developer prepared a Transportation Study for the Project buildout developed from a traffic methodology based on input from the City staff (Traffic & Mobility Consultants, LLC, dated March 2021) (the "Approved Traffic Study"), which demonstrated the Project does not have any off site impacts requiring roadway concurrency mitigation; and

WHEREAS, the Project will provide a major housing opportunity for City residents, and the Developer has agreed to assist the City in addressing these transportation challenges through transit-based mitigation and on-site roadway-based mitigation, which will confer an area-wide benefit beyond the geographic limits of the Property, and will expedite capital improvements of the transit network beyond what otherwise could be achieved;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows;

A. **Whereas Clauses.** The Whereas clauses set forth above are incorporated herein by reference and made a part of this Agreement.

B. **Purpose.** The purpose of this Agreement is to establish the respective rights and obligations of the Developer and the City.

C. **Developer Obligations.**

1. Participation in City/County Task Force. In conjunction with nearby land owners and developers, the Developer shall participate in any City or County task force that is established to plan and coordinate the use of the funding from existing concurrency mitigation requirements and public-private transit partnerships in the southwestern Lakeland area to address area-wide transportation impacts generated by on-going residential and employment center activity in the vicinity of Lakeland-Linder International Airport.

2. Lakeland Area Mass Transit District ("LAMTD") Petition. On November 18, 2020, LAMTD approved a petition from the Developer requesting that the Property be annexed and be subject to an annual ad valorem tax assessment for mass transit services in the Lakeland area. This annexation petition was ratified by the City Commission on January 4, 2021 through Ordinance #5853.

3. LAMTD Transit Contribution. Subject to the terms and conditions of this Agreement and the Funding Agreement (as hereinafter defined), the Developer shall pay LAMTD \$166,666.66 per year for three (3) consecutive years in order to fund a bus for the transit route serving the Property (the "Transit Payment"). The first installment of the Transit Payment must be

made prior to Building Permit issuance for the 400<sup>th</sup> single-family dwelling unit or trip equivalent, and the subsequent two (2) installment payments shall be made on or before the anniversary date of the first payment; provided, however, in no event shall the final installment payments be made later than December 31, 2025. Prior to the first payment, the Developer shall execute a separate funding agreement with LAMTD that further describes the terms and conditions of the Transit Payment which shall be expended in connection with funding a bus serving the transit route that addresses the area transportation deficiencies (the “Funding Agreement”). The Developer shall provide a recorded copy of the Funding Agreement to the City.

4. Roads A2 and B/Medulla Road Extension. Prior to the issuance of a Certificate of Occupancy for the project’s 660<sup>th</sup> dwelling unit, the Developer shall construct, and the City shall have accepted dedication of Roads A2 and B/Medulla Road Extension. Road B shall align with the Medulla Road Extension as has been constructed within Riverstone and dedicated to the City. If the adjacent developers have not constructed Road B/Medulla Road Extension to West Pipkin Road via Riverstone and Towne Park Estates prior to the requirement for this construction, then the Developer shall construct Road A1 to create a connection between West Pipkin and Ewell Roads. Roads A2 and B/Medulla Road Extension shall be constructed to City Collector standards with typical cross-sections to be agreed upon with the City Engineer. The cross-sections shall include a minimum 10-foot wide asphalt trail on one side of the roadway, a five-foot wide concrete sidewalk on the other side and four-foot wide paved shoulders. Within 12 months of first plat approval by the City Planning and Zoning Board, the Developer shall define the necessary alignment and right-of-way for these roadways and appurtenances that will be conveyed to the City upon completion of the roadway or otherwise requested by the City. In the event that the City determines that Road A2 and Road B/Medulla Extension is needed prior to this development’s requirement to construct same through this Agreement, the Developer shall convey the defined right-of-way to the City upon written request by the City. The Developer shall signalize the Road A2/Ewell Road intersection when warranted as determined by a Signal Warrant Analysis approved by Polk County, with design and construction costs being eligible for a fair-share agreement with the adjacent Riverstone development. The Developer may include the Medulla Road/West Pipkin Road signalization in any fair-share agreement with the Riverstone developer to recognize the benefit that separate signalization project will have to the Project’s traffic. In the event the City determines that a roundabout will be the preferred traffic control option for the Road B/Medulla Extension intersection at Roads A1 and A2, Developer agrees to dedicate land for this roundabout (the “ Roundabout Area”) via plat at the time of platting such Roundabout Area, and the City agrees to issue transportation impact fee credits to Developer within thirty (30) days of such dedication. The City agrees that the City, not the Developer, is responsible for performing or causing the construction of the improvements to the Roundabout Area. Further and subject to an Administrative Modification to the PUD, Developer will not be required to construct the Road C collector road between Road D and the property identified by the City as a future park parcel; provided, the Developer agrees to construct a 12-foot wide paved bicycle/pedestrian trail to such location and pathway along the western shore of the lake along the common property boundary.

5. Road A1. Road A1 shall be constructed to City collector standards with a minimum 80 foot right of way with a typical cross-section to be agreed upon with the City Engineer. The cross-section shall include a minimum ten-foot wide asphalt pathway, four-foot wide paved shoulders and a five-foot wide concrete sidewalk on the other side. Additional right of way may

be required at specific locations where turn lanes are needed as determined during the subdivision platting and construction plan review phase.

6. Roads C and D. Roads C and D shall be constructed as local streets with a minimum 50 foot right of way. A five-foot wide concrete sidewalk shall be constructed on both sides of each road.

7. Project-Required Access Improvements. Access improvements identified in the Approved Traffic Study shall be constructed by the Developer with the construction of each access point. Signalization of W. Pipkin Road and Road A, and Ewell Road and Road A, shall be installed by the Developer when determined to be warranted by a Signal Warrant Analysis approved by Polk County.

8. Trail System. The off- and on-road multi-use trail system shall be constructed is required in PUD Ordinance No. 5755. If a City park and recreation facility is constructed adjacent to the Project, a multi-use trail shall be constructed to that facility to provide an alternative means of access to driving.

9. Demonstration of Financial Resources. Prior to final plat approval of the Project phase containing the 183<sup>rd</sup> single-family dwelling unit, the Developer shall demonstrate to the City that the Developer has the financial resources to fund the required LAMTD Transit Contribution.

10. Concurrency Tracking: The City hereby determines that the Project has met the requirements of the City's Transportation Concurrency Management System and is entitled to 1,072 vested PM Peak Hour trips ("Vested Trips") generated by the 1,051 single family detached units and 180 single family attached units. The Developer shall prepare and submit to the City each January 1st transportation concurrency information for the Project including (a) the cumulative number of units that have been approved, Building Permits issued, and Certificates of Occupancy issued, and (b) the number of remaining vested trips on the impacted roadway network. For reporting purposes, the calculation of Vested Trips shall be based the percentage of building permits issued for each type of single-family dwelling units compared to the trip generation rates contained in the Approved Traffic Study. The City agrees that Developer's completion of the Transit Payment, performance under this Agreement and the Funding Agreement shall vest the Project's transportation concurrency determination for a period of ten (10) years.

11. Required Improvements and Permits. The Developer agrees to fund the implementation of the improvements above in accordance with this Agreement and in compliance with all applicable rules and regulations. In furtherance thereof, the Developer shall obtain any required permits (the "Permits"), including but not limited to the following:

- a) Southwest Florida Water Management District Stormwater Management Permit/Environmental Resource Permit/Consumptive and/or Water Use Permit(s)
- b) City of Lakeland -Building Permit
- c) City of Lakeland -Site Alteration Permit
- d) Polk County Driveway Permit
- e) Polk County Right-of-Way Use Permit
- f) FDOT Driveway Permit

g) FDOT Right-of Way Use Permit

12. No Waiver. Developer acknowledges and agrees that the City's willingness to enter into this Agreement shall not be construed as a waiver by the City of any applicable law, ordinance, rule, or regulation for the construction of the Project.

13. Notice Costs. The Developer will be responsible for and shall pay all costs related to providing notice and advertising this Agreement under Section 163.3225, Florida Statutes, and the recording of this Agreement.

D. City Obligations.

1. Concurrency. Concurrency for the Project shall be addressed at the final platting of each phase of the Project. Binding concurrency determinations for the development's cumulative impacts shall be made with each subdivision plat submittal. With respect to transportation concurrency, such concurrency determination shall be consistent with Section D.3 of this Agreement and compliance with all Developer Obligations in Section C.

2. Transit/LOS Commitment. Once the Developer has provided the City with a recorded copy of the Funding Agreement, and while the Developer remains in compliance with its obligations under the Funding Agreement, the City shall enforce a LOS E standard that is averaged across parallel corridors including Waring Road, South Pipkin Road and Harden Boulevard, which calculations shall be based on service volumes/capacities contained in the Polk Transportation Planning Organization's Polk Roadway Network Database.

3. Trip Vesting and Reserved Capacity. The City hereby reserves transportation capacity of 1,072 Vested Trips in accordance with the Approved Traffic Study. This capacity reservation shall expire if the first final plat is not approved by the Planning and Zoning Board within 18 months of Effective Date. Prior to the expiration of this Agreement, the City shall issue a Certificate to the Developer that vests transportation capacity associated with the Transit Contribution for capital and the right-of-way and construction costs for Road A2/Road B-Medulla Extension. As the development progresses, the vested transportation capacity shall be reduced based on the amount of development that is approved and platted until the Project is fully developed.

4. Impact Fees. The Project shall be subject to City transportation impact fees as required by the City of Lakeland Transportation Impact Fee Ordinance No. 5535, as amended. These fees shall be due either in cash or City impact fee credits recognized in accordance with Ordinance 5535.

5. Impact Fee Credits. The City agrees to establish a transportation impact fee credit account for the Project in the name of Developer, its successors and assigns, for 100% of the Transit Payment. Developer may transfer such impact fee credits in the account to purchasers of lots within the Project. Such impact fee credits shall be awarded to Developer within fifteen (15) days of Developer making each installment of the Transit Payment. If constructed prior to approval of the plat containing the 500<sup>th</sup> single-family dwelling unit or trip equivalent, any excess capacity generated by Roads A2 and B/Medulla Road Extension, as determined relative to buildout



traffic of Project, shall be eligible for City transportation impact fee credits. Developer shall receive transportation impact fee credits for the dedication of the Roundabout Area consistent with Section C.4 of this Agreement. The costs of signalization of the Pipkin Road and Ewell Road intersections shall not be eligible for City transportation impact fee credits, but instead shall be the subject of a fair-share funding agreement with other adjacent developments, such as Morgan Creek Preserve and Riverstone. The determination of City transportation impact fee credits shall include the actual costs of design, engineering, permitting and construction and shall be made in accordance with the applicable City Ordinances in place at the time an application for credits is received by the City or County. Developer required project access improvements are not eligible for Impact Fee Credits.

E. Survival of Warranties, Representations. The warranties, representations, covenants and obligations of the parties hereto shall be binding upon the parties and their respective successors in interest.

F. Comprehensive Plan and Land Development Regulations. The City's Comprehensive Plan has been found to be "in compliance" with Chapter 163, Florida Statutes, by the Florida Department of Economic Opportunity. The City has determined that the Project is consistent with its Comprehensive Plan and Land Development Regulations.

G. Binding Effect. The burdens of the Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties of this Agreement. The Developer may assign the Reserved Capacity to subsequent purchasers or developers of land within the Project by designating such assignees and the amount of Reserved Capacity to be assigned to them in writing with a copy provided to the Director of Community Development. Nothing regarding the Developer's right to assign the Reserved Capacity shall affect the City's ability to enforce this Agreement or the terms of the Planned Unit Development zoning on the Project.

H. Applicable Law; Jurisdiction; Venue. This Agreement, and the rights and obligations of the City and the Developer hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. This Agreement may be enforced as provided in Florida Statutes § 163.3243. Pursuant to Florida Statutes § 163.3233(1), the City's laws and policies governing the development of the Project at the time of the execution of this Agreement shall govern the development of the Project for the duration of the Agreement. The City may apply subsequently adopted regulations and policies to the Project in accordance with the requirements of Florida Statutes § 163.3233(2). Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Polk County, Florida. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restriction that must be satisfied to complete the Project shall not relieve the Developer or its successor in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions.

I. Joint Preparation. Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

J. Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and same Agreement.

K. Effective Date and Duration. In accordance with Section 163.3239, Florida Statutes, this Agreement shall be recorded within fourteen (14) days of approval by the City and shall become effective upon recording in the public records of Polk County (the "Effective Date"). This Agreement may be amended or terminated only by mutual consent of the parties, by Developer pursuant to Section L, or pursuant to Section D.3..

L. Amendment. This Agreement may be amended by mutual written consent of the parties so long as the amendment meets the requirements of the Act. If the Developer, in its sole and absolute discretion, determines that the Project will not be constructed, the Developer may notify the City in writing that this Agreement is terminated, in which event the parties hereto will have no further rights, obligations or liabilities hereunder.

M. Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto.

N. Notices. Any notices or reports required by this Agreement shall be sent to the following:

For the City: M. Shawn Sherrouse, City Manager  
City of Lakeland  
228 S. Massachusetts Avenue  
Lakeland, FL 33801

With a Copy to: Palmer C. Davis, City Attorney  
City of Lakeland  
228 S. Massachusetts Avenue  
Lakeland, FL 33801

For the Developer: Forestar (USA) Real Estate Group, Inc.  
Attention: Chris Tyree  
1064 Greenwood Boulevard  
Suite 200  
Lake Mary, Florida 32746

With a Copy to: Thomas R. Sullivan, Esq.  
GrayRobinson, P.A.  
301 E. Pine Street, Suite 1400  
Orlando, Florida 32801

O. Force Majeure. All time periods or deadlines provided in this Agreement shall be automatically extended for delays caused by Acts of God, strikes, riots, hurricanes or other causes beyond the reasonable control of the affected party.

P. Minor No-Compliance. The parties will not be deemed to have failed to comply with the terms of this Agreement in the event such non-compliance is of a minor or inconsequential nature.

Q. Covenant of Cooperation. The parties shall cooperate with and deal with each other in good faith in the performance of the provisions of this Agreement and in achieving the completion of development of the Project, including in processing future development approvals and amendments to this Agreement, and including Developer requests for extensions of this Agreement. Whenever an approval or consent is required under or contemplated by this Agreement, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

IT WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

DEVELOPER

Forestar (USA) Real Estate Group, Inc.

By: \_\_\_\_\_

As: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Forestar (USA) Real Estate Group, Inc., a \_\_\_\_\_ corporation, on whose behalf personally appeared \_\_\_\_\_ as \_\_\_\_\_ before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification and who (did/did not) take an oath.

NOTARY PUBLIC:            Sign: \_\_\_\_\_ (Seal)

Print: \_\_\_\_\_

CITY COMMISSIONERS OF THE  
CITY OF LAKELAND

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form and Correctness

\_\_\_\_\_  
City Attorney

## Exhibit A

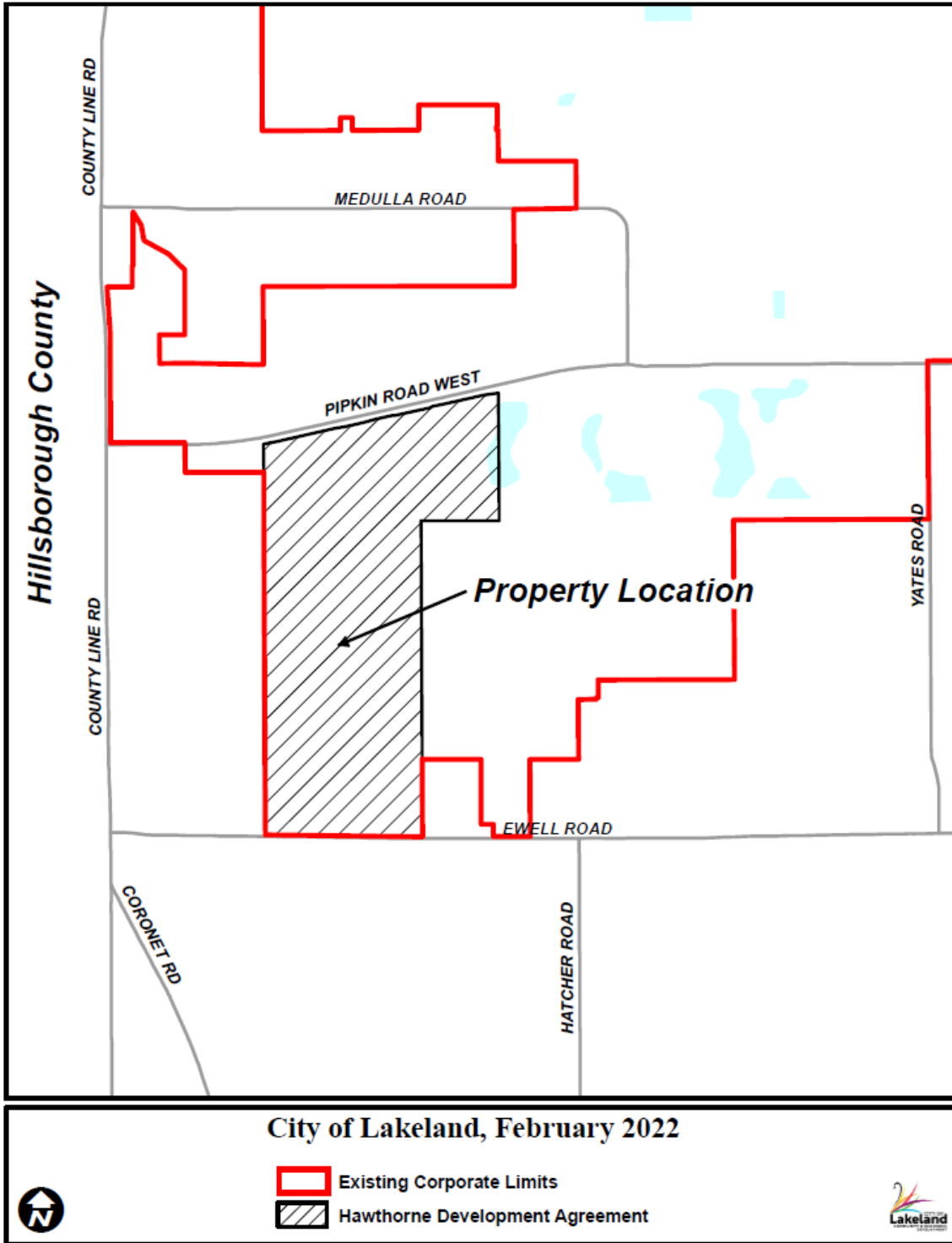
### Legal Description:

A parcel of land lying within Section 7, 8 and 18, Township 29 South, Range 23 East, Polk County, Florida, Being more particularly described as follows: As a point of reference commence at an existing railroad spike marking the Southeast corner of Southeast  $\frac{1}{4}$  of said Section 18; thence  $N00^{\circ}17'49''W$  along the East boundary of the Southeast  $\frac{1}{4}$  of said Section 18 a distance of 30.00 feet to an existing  $\frac{3}{4}$ " iron pipe in concrete marking the intersection with the Northerly right of way line of Ewell Road and the point of beginning, thence  $N89^{\circ}16'22''W$ , along said Northerly right of way line, a distance of 2670.30 feet to an existing  $\frac{5}{8}$ " iron rod marked "LB 7067" marking the intersection with the West boundary of the Southeast  $\frac{1}{4}$  of said Section 18; said point also being 30.00 feet North of an existing  $\frac{5}{8}$ " iron rod marking the Southwest corner of the Southeast  $\frac{1}{4}$  of said Section 18, thence departing said Northerly right of way line,  $N00^{\circ}17'05''W$ , along the West boundary of the Southeast  $\frac{1}{4}$  of said Section 18, to an existing 4" round concrete monument marked "IAC 1928" marking the Northwest corner to the Southeast  $\frac{1}{4}$  of said Section 18; thence  $N00^{\circ}14'14''W$ , along the West boundary of the Northeast  $\frac{1}{4}$  of said Section 18, to an existing 4" round concrete monument marked "IAC 1928" marking the Northwest corner of the Northeast  $\frac{1}{4}$  of said Section 18; thence  $N00^{\circ}12'32''W$  along the West boundary of the Southeast  $\frac{1}{4}$  of said Section 7 to an existing  $\frac{5}{8}$ " iron rod marked "LB 24" marking the intersection with the southerly right of way line of West Pipkin Road as described in Official Records Book 4669, Page 1880, and Official Records Book 4374, Page 911, Public Records of Polk County, Florida, said point also being on a curve concave Northerly, having the following elements a radius of 7090.00 feet, a central angle of  $1^{\circ}58'44''$ , a chord bearing of  $N78^{\circ}21'14''E$ , and a chord distance of 244.85 feet thence along the said Southerly right of way line and along the arc of said curve an arc distance of 244.87 feet to a point of tangency, said point being an existing  $\frac{5}{8}$ " iron rod marked "LB 24", thence continue along said Southerly right of way line the following courses,  $N77^{\circ}21'52''E$ , a distance of 991.75 feet to an existing  $\frac{5}{8}$ " iron rod marked "LB 24", thence  $N80^{\circ}13'37''E$  a distance of 200.25 feet to an existing  $\frac{5}{8}$ " iron rod marked "LB 24", thence  $N77^{\circ}21'52''E$ , a distance of 300.00 feet to an existing  $\frac{5}{8}$ " iron marked "LB 24", thence  $N74^{\circ}30'07''E$ , a distance of 200.25 feet to an existing  $\frac{5}{8}$ " iron rod marked "LB 24", thence  $N77^{\circ}21'52''E$ , a distance of 300.00 feet to an existing  $\frac{5}{8}$ " iron marked "LB 7067", thence  $N88^{\circ}40'28''E$ , a distance of 50.99 feet to an existing  $\frac{5}{8}$ " iron rod marked "LB 24", thence  $N77^{\circ}21'52''E$ , a distance of 435.35 feet to an existing  $\frac{5}{8}$ " iron rod marked "LB 7067", marking a point on the West boundary of the West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 8, thence  $N77^{\circ}21'52''E$ , a distance 164.65 feet to an existing  $\frac{5}{8}$ " iron marked "LB 24", thence  $N66^{\circ}03'16''E$ , a distance of 50.99 feet to an existing  $\frac{5}{8}$ " iron rod marked "LB 24", thence  $N77^{\circ}21'52''E$ , a distance of 900.00 feet to an existing  $\frac{5}{8}$ " iron rod, thence  $N82^{\circ}21'54''E$ , a distance of 243.62 feet to an existing  $\frac{5}{8}$ " iron rod marking the intersection with the East boundary of the West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 8, thence departing said Southerly right of way line of West Pipkin Road,  $S00^{\circ}15'51''E$ , along the East boundary of the West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 8, a distance of 2168.25 feet to an existing concrete monument marking the Southeast corner of the West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 8, thence  $S89^{\circ}51'14''W$  along the South boundary of the West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 8, a distance of 1324.98 feet to an existing 4" round concrete monument marked "IAC 1928" marking the common corner for the Sections 7, 8, 17 and

18, thence  $S00^{\circ}18'08''E$  along the East boundary of the Northeast  $\frac{1}{4}$  of said Section 18, a distance of 2707.51 feet to an existing 4" round concrete monument marked "IAC 1928" marking the Southeast corner of the Northeast  $\frac{1}{4}$  of said Section 18, thence  $S00^{\circ}17'49''E$ , along the East boundary of the Southeast  $\frac{1}{4}$  of said Section 18, a distance of 2650.27 feet to the Point of Beginning.

All containing 486.842 acres more or less.

Exhibit B





# Exhibit C

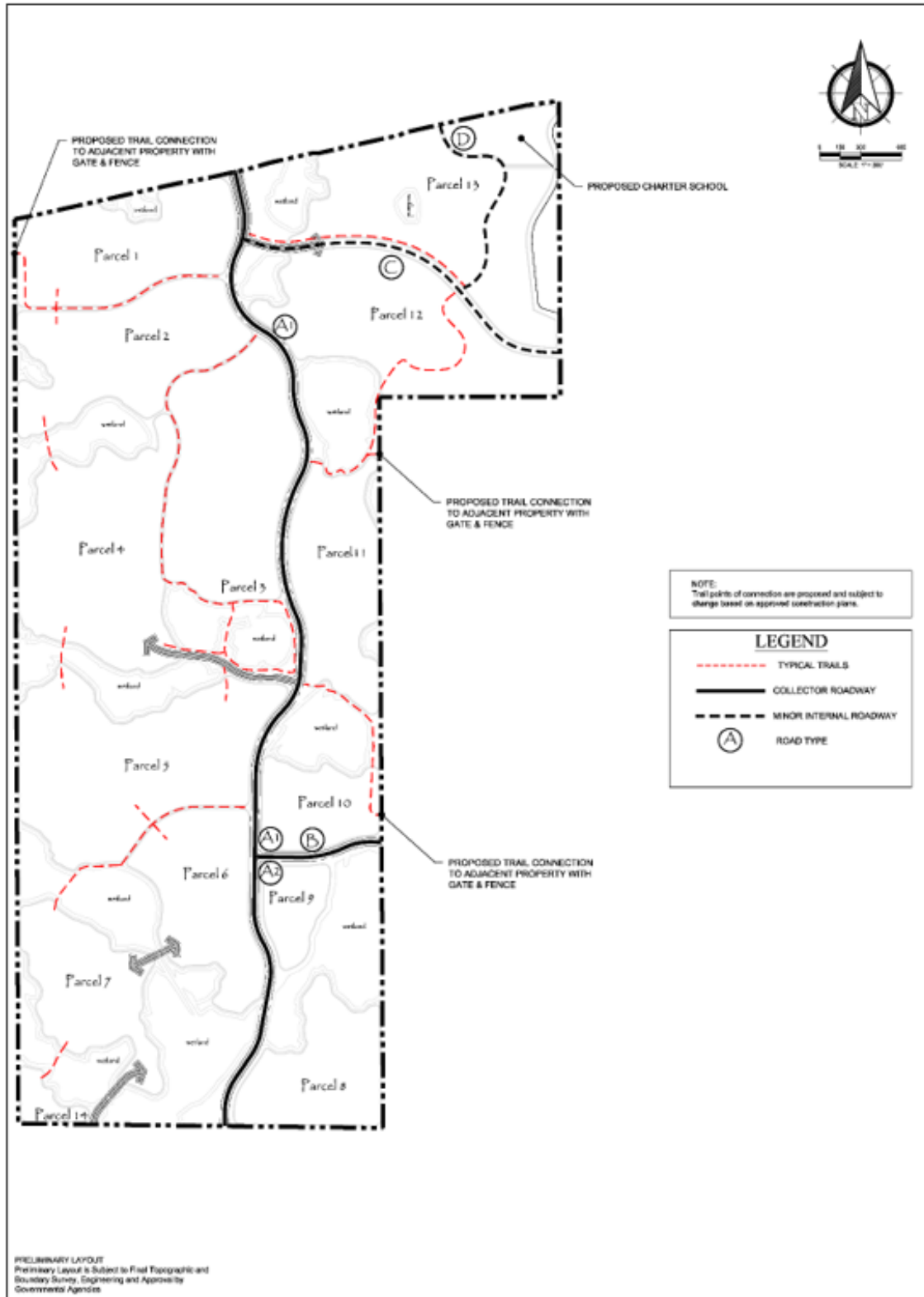
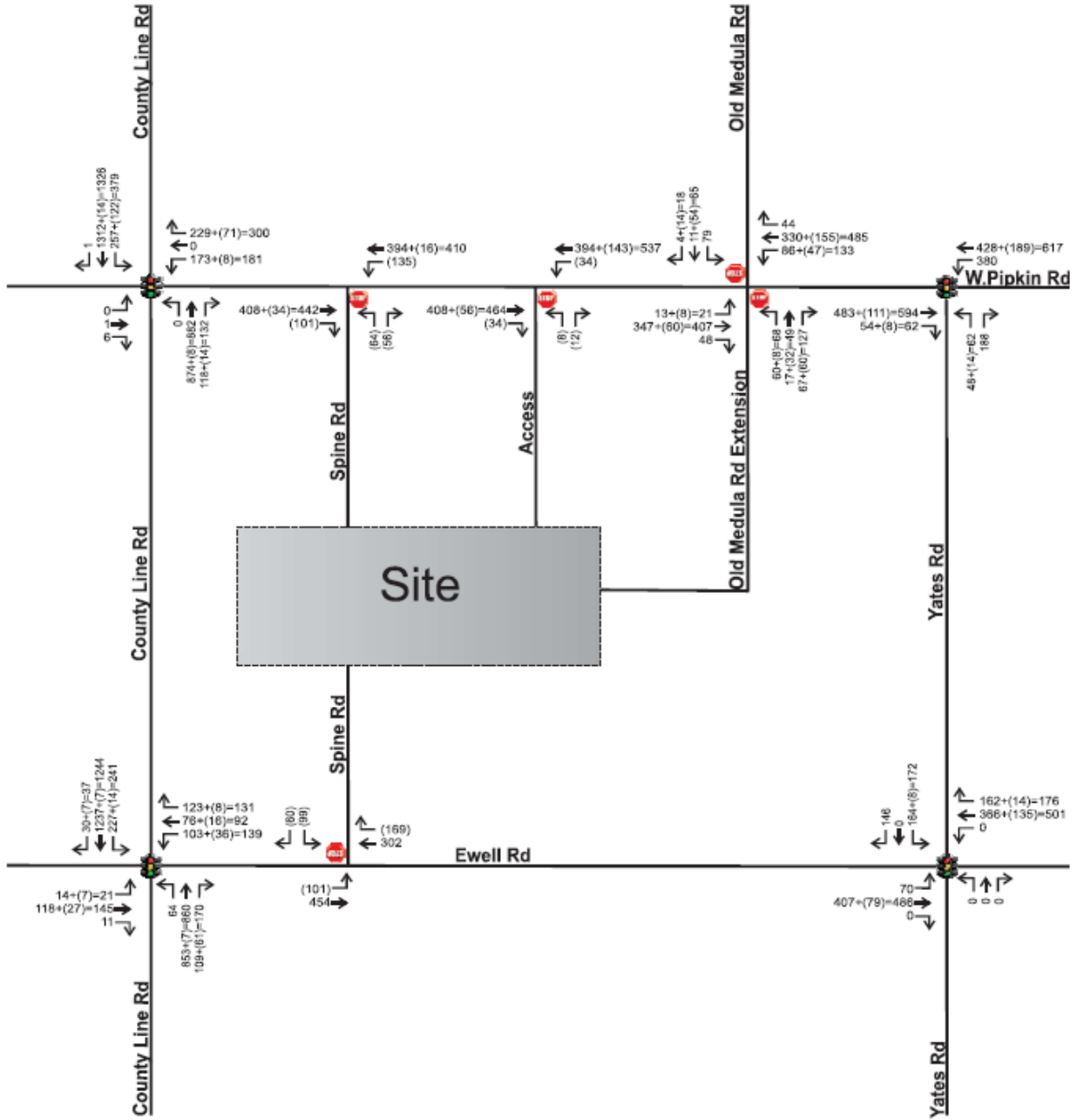


Exhibit D



**Projected PM Peak Hour Intersection Volumes (Buildout)**

Hawthorne PUD  
2014.1.1

**Figure 11**