

RESOLUTION NO. 2015- 241

[Amended and Restated SilverLeaf DRI Development Order]

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, RESTATING, INCLUDING AND MODIFYING THE SILVERLEAF PLANTATION DRI DEVELOPMENT ORDER AS PREVIOUSLY APPROVED BY ST. JOHNS COUNTY RESOLUTION NO. 2006-65; AS AMENDED BY RESOLUTION NO. 2006-338, FINDING THE MODIFICATIONS ARE CONSISTENT WITH ST. JOHNS COUNTY COMPREHENSIVE PLAN 2025; ORDINANCE 2010-38 AND CONSISTENT WITH THE ST. JOHNS COUNTY LAND DEVELOPMENT CODE; ADDING APPROXIMATELY 825 ACRES IN NORTHWEST ST. JOHNS COUNTY TO THE DRI, CHANGING THE NAME OF THE DRI TO SILVERLEAF; ESTABLISHING REVISED MITIGATION REQUIREMENTS FOR REGIONAL IMPACTS FOR TRANSPORTATION; AMENDING CERTAIN CONDITIONS OF THE DRI DEVELOPMENT ORDER; REVISING DEVELOPMENT PHASING AND BUILDOUT DATES; FINDING THAT THE MODIFICATIONS DO NOT CONSTITUTE A SUBSTANTIAL DEVIATION; AND PROVIDING FOR AN EFFECTIVE DATE

RECITALS

WHEREAS, the St. Johns County Board of County Commissioners (the “Board”) considered the Application for Development Approval dated March 8, 2005, as amended by the ADA First Sufficiency Response dated June 30, 2005, and as further amended by the ADA Second Sufficiency Response dated November 30, 2005, and as further revised and amended through March 20, 2006 (together, the “ADA”), the Regional Report of the Northeast Florida Regional Council (“NEFRC”) dated March 2, 2006, the recommendations of the St. Johns County staff, and the documents and comments upon the record made before the Board for the mixed use master planned community known as the SilverLeaf Plantation Development of Regional Impact (the “DRI”) located on 7,285 acres in St. Johns County, Florida; and

WHEREAS, the Board duly noticed and on March 20, 2006 held a public hearing on the ADA as required by Section 380.06, Florida Statutes and afforded the public and all affected parties an opportunity to be heard and to present evidence; and

WHEREAS, a Development of Regional Impact Development Order (the “Development Order”) was issued by the Board pursuant to Resolution 2006-65 with an effective date of June 8, 2006 authorizing development of the property known as the SilverLeaf Plantation DRI (the “SilverLeaf DRI”); and

WHEREAS, the DRI required an amendment to the County’s Comprehensive Plan to change the Future Land Use Map, Northwest Sector Plan Map, 2015 Traffic Circulation Map and Capital Improvements Schedule, which was reviewed and adopted simultaneously with Resolution 2006-65 pursuant to Section 380.06(6)(b), and Chapter 163, Part II, Florida Statutes, and

WHEREAS, the Development Order was subsequently modified by the Board by adoption of Resolution 2006-338 on October 3, 2006 approving a non-substantial deviation to the Development Order pursuant to Section 380.06(19), Florida Statutes, that approved the addition of an approximately 16-acre outparcel known as the “Poli Tract” to the DRI and incorporated changes to the Development Order condition related to gopher tortoise mitigation; and

WHEREAS, the name of the applicant of the ADA has changed by succession by merger to White’s Ford Timber, LLC (the “Applicant” or “Owner”); and

WHEREAS, the Applicant desires to add approximately 825 acres of property known as the “Goodman Tract” to the SilverLeaf DRI which will result in a total of approximately

8,131 acres within the DRI, and to subject the Goodman Tract to the terms and conditions of the SilverLeaf DRI; and

WHEREAS, the Applicant has submitted a Notice of Proposed Change (“NOPC”) to the DRI dated April 2, 2014, requesting modification of certain terms of the Development Order and Master Plan Map H of the Development Order; and

WHEREAS, there is clear and convincing evidence contained in the NOPC in accordance with Section 380.06(19) of the Florida Statutes to rebut the presumption that the requested changes create a substantial deviation of the DRI; and

WHEREAS, the requested changes do not constitute a substantial deviation pursuant to the terms of Section 380.06(19) of the Florida Statutes because there is no change in either the amount of development rights or increase in impacts from those approved under Resolution 2006-65, as amended by Resolution 2006-338; and

WHEREAS, the Board has reviewed the NOPC and evidence presented at a duly noticed public hearing held on August 18, 2015 and afforded the public and all affected parties an opportunity to be heard and to present evidence; and

WHEREAS, the changes to the DRI under the NOPC required an amendment to the County’s Comprehensive Plan to change the Future Land Use Map and the Northwest Sector Plan Map (the “2015 Comprehensive Plan Amendment”), which was reviewed and adopted simultaneously with this Development Order pursuant to Section 380.06(6)(b), and Chapter 163, Part II, Florida Statutes, and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida that:

A. The name of the SilverLeaf Plantation DRI is changed to SilverLeaf DRI.

B. The NOPC is hereby approved and except as modified by this Resolution, the existing Development Order, as amended, shall remain in full force and effect.

C. The Goodman Tract is incorporated into the boundary of the SilverLeaf DRI;

D. The Master Plan (Map H) and the DRI legal description attached to this Resolution are hereby substituted for the currently approved Master Plan and DRI legal description.

E. The DRI is subject to the following terms and conditions:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The DRI is not in an area designated as an Area of Critical State Concern pursuant to the provisions of Section 380.05, Florida Statutes.
2. The DRI is consistent with the State Comprehensive Plan and the Florida Administrative Code.
3. The DRI is consistent with the Strategic Regional Policy Plan adopted by the Northeast Florida Regional Council.
4. The DRI is consistent with the St. Johns County Comprehensive Plan, including the Northwest Sector Plan.
5. The DRI is consistent with the St. Johns County Land Development Code.
6. The NOPC does not constitute a substantial deviation pursuant to the terms of Section 380.06(19) of the Florida Statutes.

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GENERAL CONDITIONS

1. **Application for Development Approval.** The DRI shall be developed in accordance with the information, plans and commitments contained in (1) the SilverLeaf DRI Application for Development Approval dated March 20, 2005 as modified by the ADA First Sufficiency Response dated June 30, 2005, the ADA Second Sufficiency Response dated November 30, 2005; as modified by the Application for Notice of Proposed Change filed on July 12, 2006, as amended September 6, 2006 under Application No. NOPC 2006-07, and the Application for Notice of Proposed Change filed on April 2, 2014 under Application No. NOPC 2014-03, as amended, and the SilverLeaf DRI Master Plan, Map H, attached as Exhibit 1, all of which are incorporated by reference except to the extent of any conflict with the express terms and conditions of this Development Order in which event, the terms and conditions of this Development Order, as it may be amended from time to time, shall govern. Any applicable Northwest Sector Overlay Goals, Objectives, and Policies of the St. Johns County Comprehensive Plan will be addressed as a component of the SilverLeaf Planned Unit Development applicable to the project.
2. **Land Use Totals.** The DRI may be developed with the following uses: Up to 1,140,000 gross square feet of Retail; up to 300,000 gross square feet of General Office; up to 330,000 gross square feet of Light Industrial; up to 10,700 residential units (3,900 multi-family and 6,800 single family); an optional 18-hole golf course with normal accessory uses that may be constructed on any portion of Parcels 4, 7, 8, 28 or 29; three K-8 schools planned for Parcels 5, 10 and 24 and a high school planned for Parcel 25, with a possible college or university campus within the Mixed Use areas in reasonable proximity to Parcel 25. The DRI shall also include approximately 269 acres of parks, including the four

community parks to be located on Parcels 6, 11, 23 and 13A and on Parcel 13B containing approximately 136 acres for the County's use as a regional, community or district park as depicted on Map H. Finally, the DRI shall include approximately 3,660 acres of open space in the areas depicted on Map H. The Applicant may increase or decrease the amount of a particular land use without filing a notice of proposed change, provided that:

- (a) Such changes are consistent with the Land Use Exchange Tables attached as Exhibit 2.

Exhibit 2 includes Table 10-1A, Land Use Equivalency Table which specifies the rate at which single family units may be exchanged for multi-family units and vice versa, single family and multi-family units may be exchanged for age-restricted residential units, and the rate at which the various non-residential uses may be exchanged for one another. Exhibit 2 also includes Table 10-1B which establishes minimum and maximum ranges of development allowable under the Land Use Equivalency Table 10-1A.

- (b) At any time of election of a land use conversion under the Land Use Exchange Tables the Applicant shall notify, in writing, St. Johns County, the Department of Economic Opportunity ("DEO") and the Northeast Florida Regional Council ("NEFRC") of the election at least 30 days in advance of the change. Use of the Land Use Exchange Tables will be reported on an individual and cumulative basis in the biennial report. Any Notice of Proposed Change ("NOPC") filed shall incorporate all changes made pursuant to the Land Use Exchange Tables prior to the filing of such NOPC.

- (c) So long as the conversion is consistent with the criteria contained in the Land Use Exchange Tables, Exhibit 2, and no change is made to the Master Development Plan, Map H, no additional DRI approvals shall be required for the conversion.

3. **Phasing, Build-Out and Expiration of DRI.** The DRI shall be developed in three (3) Phases, as described in Land Use Phasing Table attached as Exhibit 3. Each phase shall last five (5) years unless extended pursuant to Section 380.06(19), Florida Statutes, or unless the Owner elects to accelerate the beginning date of a subsequent phase or phases, provided that all mitigation requirements for the particular phase to be accelerated are met. The end date of a phase shall not be affected by an acceleration of the beginning date. Unused development rights from a particular phase shall carry over into subsequent phases until build-out. Physical development of the DRI commenced within four (4) years of the effective date of the Development Order. The projected build-out date for all development is March 24, 2031. The DRI termination and DRI Development Order expiration dates are established as March 24, 2036. Any extensions of the DRI build-out, termination or expiration dates shall be governed by the provisions of Section 380.06(19)(c), Florida Statutes. The time period for commencement of physical development, build-out, termination, phasing dates, and deadlines shall be tolled during the period of any appeal pursuant to Section 380.07, Florida Statutes, or during the pendency of administrative or judicial proceedings relating to development permits and administrative or judicial proceedings relating to right of way acquisition for the regional roads in the transportation mitigation plan for the DRI.
4. **Effective Date.** Resolution 2006-65, as amended, and the DRI Development Order took effect upon the effective date of St. Johns County Comprehensive Plan Amendment 2005-02, St. Johns County Ordinance 2006-30 adopted simultaneously with this Development Order (June 8, 2006). This amendment to Resolution 2006-65, as amended, shall take effect upon the effective date of St. Johns County Comprehensive Plan Amendment

_____, St. Johns County Ordinance 2015-54 adopted simultaneously with this amended Development Order (Aug. 18, 2015).

5. **Monitoring Official.** The St. Johns County Administrator or his or her designee shall be the local official responsible for monitoring the development for compliance by the Owner with this Development Order.
6. **Downzoning Protection.** In accordance with Section 380.06(15), Florida Statutes, the SilverLeaf DRI, as approved in this Development Order, shall not be subject to downzoning, unit density reduction, or intensity reduction before March 24, 2036, unless the Owner consents to such change or unless St. Johns County demonstrates that the Development Order was based on substantially inaccurate information provided by the Applicant or unless the change is clearly established by St. Johns County to be essential to the public health, safety, or welfare.
7. **Election Regarding Environmental Rules.** Pursuant to Section 380.06(5)(c), Florida Statutes, the Owner has elected to be bound by the rules adopted pursuant to Chapters 373 and 403 in effect when the development order is issued. The Rules adopted pursuant to Chapters 373 and 403 in effect at the time the development order is issued shall be applicable to all applications for permits pursuant to those chapters and which are necessary for and consistent with the development authorized in the development order, except that a later adopted rule shall be applicable to an application if:
 1. The later adopted rule is determined by the rule adopting agency to be essential to the public health, safety, or welfare;
 2. The later adopted rule is adopted pursuant to Section 403.061(27), Florida Statutes;

3. The later adopted rule is being adopted pursuant to a subsequently enacted statutorily mandated program;
4. The later adopted rule is mandating an order for the State to maintain delegation of a federal program; or
5. The later adopted rule is required by State or federal law.

Further, in order for the Owner to apply for permits pursuant to this provision, the application must be filed within five (5) years from the issuance of the final development order and the permit shall not be effective for more than eight (8) years from the issuance of the final development order. Nothing in this paragraph shall be construed to alter or change any permitting agency's authority to approve permits or to determine applicable criteria for longer periods of time.

8. **Level of Service Standards.** The development authorized by this Development Order will mitigate its impacts by payment of its proportionate share as authorized by Section 163.3180(5) of the Florida Statutes. As a result, development under this Development Order shall be deemed to meet the provisions of the County's concurrency management system (Land Development Code, Article XI) with regard to transportation and schools.
9. **Biennial Reporting.** The Owner or its successors or assigns shall submit a biennial report no later than June 1 of every other year, commencing June 1, 2008, until buildout. The report shall be submitted to St. Johns County, the Northeast Florida Regional Council, the Department of Economic Opportunity, the Northeast District of the Florida Department Environmental Protection, St. Johns River Water Management District, Florida Fish and Wildlife Conservation Commission, and any other affected permitting agencies. Form RPM-BSP-ANNUAL REPORT-1 of the Florida Department of Economic Opportunity, as

amended from time to time, may be used for the format of this report. In accordance with Section 380.06(18), Florida Statutes, failure to file the report when required may result in the temporary suspension of this Development Order. The biennial report shall include the following:

- (a) A description of any changes made in the plan of development, phasing, or in representations contained in the ADA since the date of adoption of this Development Order, and any actions taken by the local government to address these changes. Copies of any approvals taken to address changes including copies of any revised master plans not previously submitted will be attached to the report. Any trade off elections made pursuant to the Land Use Exchange Tables shall also be reported.
- (b) A summary comparison of development activity proposed or conducted since the previous monitoring report and activity projected for that period until submittal of the next regular monitoring report. The summary will include a description of site improvements, number of residential lots platted, gross floor area of non-residential uses constructed by land use type, location, and phase, with appropriate maps. A tabulation of the amount of acreage developed in the reporting period shall be provided by land use categories listed in Chapter 28-24, F.A.C.
- (c) The name of the purchaser of any undeveloped tracts of land in the SilverLeaf DRI, including the location and site of the tracts purchased, and the amount of development rights allocated to the purchaser, with map(s) which show the parcel(s) or sub-parcel(s) acquired.
- (d) A cumulative summary of all development that has taken place within the SilverLeaf DRI by the land use categories listed in Chapter 28-24, F.A.C. including residential lots

platted, gross floor area of non-residential uses constructed by land use type and location, together with a cumulative summary of location, size (acreage), and development rights purchased (land use type and square footage). The summary shall also include the acres of wetlands and uplands placed under conservation easements with copies of the recorded conservation easements.

- (e) A description of any lands purchased or optioned by the Owner within one mile of the boundaries of the SilverLeaf DRI identifying such land, its size, and its intended use on a site plan and map.
- (f) A listing of any substantial local, state and federal permits, which were obtained, applied for, or denied, during this reporting period, specifying the agency, type of permit, parcel, location(s), and activity for each permit. The report shall include the acreage of any permitted impacts to wetlands within the DRI.
- (g) A description of any moratorium imposed by a regulatory agency on development within the SilverLeaf DRI, specifying the type of moratorium, duration, cause, and remedy.
- (h) An assessment of Owner's, Owner's successor, if any, and local government's compliance with conditions and commitments contained in the Development Order.
- (i) A description of any requests for a substantial deviation that were filed in the reporting years and to be filed during the next reporting years.
- (j) A description of any change in local government jurisdiction for any portion of the development since the Development Order was issued.
- (k) Traffic reports, which shall be submitted to the Florida Department of Transportation ("FDOT") District Urban Office in Jacksonville, as well as to St. Johns County, the

Northeast Florida Regional Council, and the DEO until the road improvements to be constructed pursuant to Special Condition 24 of this Development Order have been completed. The first traffic report shall be due concurrently with the first biennial report after commencement of physical development of Residential, Retail, General Office, or Light Industrial development. Thereafter, traffic reports shall be submitted biennially until completion of all the required road improvements. The following information shall be included:

- (i) A description of current development by land use, type, location, number of residential units and amount of square footage of non-residential, together with the proposed construction schedule for the ensuing reporting period, and appropriate maps.
- (ii) A description of any new or improved roadways, traffic control devices or other transportation facility improvements to be constructed or provided by Owner to accommodate the total existing and anticipated traffic demands.
- (iii) Traffic counts, turning movements and level of service data for the following roads:
 - CR 16A from SR 13 to SR 16
 - CR 210 from I-95 to CR 16A
 - International Golf Parkway from U.S. 1 to SR 16
 - CR 2209 from CR 210 to SR 16 Connector
 - SR 16 Connector from CR 2209 to SR 16
 - St. Johns Parkway from CR 210 to Race Track Road
 - SR 16 from SR 13 to I-95

- I-95 from I-295 to CR 210

Note: Actual FDOT or St. Johns County traffic counts shall be used where possible. FDOT seasonal adjustment factors shall be used when adjusting traffic counts.

- (l) A copy of the recorded notice of the adoption of a Development Order or any subsequent modification of an adopted development order that was recorded by the Owner pursuant to Section 380.06(15)(f), Florida Statutes.
 - (m) A statement certifying that the Northeast Florida Regional Council (with appropriate filing fee), the Department of Economic Opportunity, St. Johns County, Florida Department of Environmental Protection, the St. Johns River Water Management District, and the Florida Fish and Wildlife Conservation Commission have been sent copies of the biennial report in conformance with Subsections 380.06(15) and (18), Florida Statutes.
10. **Notice of Adoption.** Notice of adoption of this Development Order or any subsequent amendment to it shall be recorded by the Owner in accordance with Section 380.06(15)(f), Florida Statutes, with the Clerk of the Circuit Court of St. Johns County. The recording of this notice shall not constitute or provide actual or constructive notice of a lien, cloud or encumbrance of the DRI Property. The conditions of this Development Order shall run with the land and bind the successors and assigns of the Owner of the DRI Property. Any contract or agreement for sale of those interests by the Owner for all or any part of the Property subject to this Development Order shall contain a legend substantially in the following form clearly printed or stamped thereon:

**THE PROPERTY DESCRIBED IN THIS AGREEMENT IS
PART OF THE SILVERLEAF DEVELOPMENT OF REGIONAL**

IMPACT AND IS SUBJECT TO A DEVELOPMENT ORDER, NOTICE OF WHICH IS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, WHICH IMPOSES CONDITIONS, RESTRICTIONS AND LIMITATIONS UPON THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY WHICH ARE BINDING UPON EACH SUCCESSOR AND ASSIGN OF WHITE'S FORD TIMBER, LLC. THE DEVELOPMENT ORDER DOES NOT CONSTITUTE A LIEN, CLOUD OR ENCUMBRANCE OF REAL PROPERTY OR CONSTITUTE ACTUAL OR CONSTRUCTIVE NOTICE OF SAME. A COPY OF THE DEVELOPMENT ORDER MAY BE REVIEWED AT THE OFFICE OF THE PLANNING DEPARTMENT, ST. JOHNS COUNTY, FLORIDA, OR AT THE OFFICE OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY, TALLAHASSEE, FLORIDA.

- 11. Application For Proposed Changes.** The Owner shall comply with provisions of the Florida Statutes in effect at the time of proposed changes to the DRI with regard to the process of making such changes. The Owner and Applicant acknowledge that any change in the DRI, whether or not such change is considered to be a substantial or non-substantial deviation, may be required to comply with the State and County Comprehensive Plans in effect at the time of the requested change depending upon the nature of the requested change. The County acknowledges that the use of the conversion tables included in this Development Order shall not be deemed a change in the Development Order. The County acknowledges that a change that affects only one portion of the DRI shall not trigger a review of the entire DRI for consistency with changes in the State or County Comprehensive Plans since the date of the original enactment of the DRI. Only the portion or the specific provisions of the DRI or Development Order specifically affected by the change may be required to meet consistency with changes in the State and County Comprehensive Plans since the date of the original enactment of the DRI. In reference to this Section, the County, the Owner and Applicant intend to comply with the requirements

of law with regard to changes in the DRI and Development Order and no party waives its right to contest the applicability of any purported requirement of law to any particular proposed change in the future.

- 12. Status of Development Rights.** The County acknowledges that the Owner and Applicant have, by virtue of this Development Order, made substantial commitments to mitigate for impacts of proposed development pursuant to this Development Order. The Owner and Applicant will also make substantial investments in construction and development of the infrastructure required under this Development Order, all in reliance upon realization of all development rights granted pursuant to this Development Order. Accordingly, the rights of the Owner and Applicant to construct the development as set forth in General Conditions 2 and 3 are intended to be vested rights and shall not be subject to downzoning or unit density reduction or intensity reduction, except as provided in General Condition 6 of this Development Order. Future modifications to the St. Johns County Land Development Code and other laws or regulations of the County affecting development shall apply to the development approved pursuant to this Development Order except to the extent that (a) such application would be inconsistent with Section 163.3167(8), Florida Statutes, (b) such future modifications, laws or regulations conflict with specific provisions, conditions or commitments set forth in this Development Order and substantially diminish the development rights granted in this Development Order, or (c) such modifications require mitigation for development impacts which have been reviewed under Section 380.06, Florida Statutes, and addressed in this Development Order. The Owner and Applicant do not waive any statutory or common law vested right or equitable estoppel right they now have or may acquire in the future to complete any portion of the DRI in accordance with

the applicable state and local laws and ordinances in effect at the time this Development Order becomes effective.

13. Subsequent Requests for Development Permits. Subsequent requests for development permits shall not require further review pursuant to Section 380.06, Florida Statutes, unless it is found by the St. Johns County Board of County Commissioners, after due notice and hearing, that one or more of the following is present:

- (a) substantial deviation from the terms or conditions of this Development Order, or other changes to the approved development, which create a reasonable likelihood of adverse regional impacts which were not evaluated in the review by the Northeast Florida Regional Council; or
- (b) termination of this Development Order.

Upon a finding that (a) is present, the St. Johns County Board of County Commissioners shall order compliance with Sections 380.06(19)(g) and (h), Florida Statutes, and development within the DRI may continue, as approved, during the DRI review in those portions of the development which are not affected by the proposed change. Upon a finding that (b) is present, the St. Johns Board of County Commissioners shall order a termination of all development activity (except development activity authorized under Section 380.06(15)(g), Florida Statutes) until such time as a new DRI application for development approval has been submitted, reviewed and approved in accordance with Section 380.06, Florida Statutes.

14. Limitation of Approval. The approval granted by this Development Order is limited. Such approval shall not be construed to obviate the duty of the Applicant to comply with all other applicable local or state permitting procedures.

SPECIAL CONDITIONS

15. Vegetation and Wildlife. Most of the project site has been and will continue to be used for silvicultural and agricultural purposes. Land uses allowable within the Rural/Silvicultural land use classification of the Comprehensive Plan may continue within the portion of the DRI that remains designated Rural/Silvicultural on the St. Johns County Future Land Use Map except that no residential units or non-residential structures may be developed within the portion of the DRI that is designated Rural/Silvicultural on the St. Johns County Future Land Use Map except for two recreational cabins with accessory barns. Silvicultural and agricultural activities within parcels outside of the areas designated Rural/Silvicultural may continue until the commencement of development of each such parcel excluding areas designated as conservation or preservation and provided that an average 25-foot natural vegetative upland buffer around the contiguous jurisdictional wetlands is maintained. All silvicultural and agricultural activities shall comply with the requirements of Policies E.2.2.2 and E.2.2.3 of the 2015 Comprehensive Plan (May 2000) where applicable.

(a) **Gopher Tortoises.** Based on a Gopher Tortoise Survey conducted by Environmental Services, Inc. in January 2005, the original SilverLeaf DRI Property contains approximately 481 acres of occupied Gopher Tortoise habitat. The habitat area is depicted on Map G, Significant Wildlife, incorporated in the ADA Second Sufficiency Response. Prior to development within the Gopher Tortoise habitat area depicted as occupied, the Applicant obtained a Gopher Tortoise Incidental Take Permit from the Florida Fish and Wildlife Conservation Commission ("FFWCC") under permit number STJ-80. A copy of the Gopher Tortoise

Incidental Take Permit was provided to St. Johns County. Mitigation was paid to the FFWCC Land Acquisition Trust Fund as impacts to the Gopher Tortoise and its habitat in the amount of \$519,400.00 as required under the Incidental Take Permit. In addition, the Owner voluntarily relocated the tortoises. Based on a Gopher Tortoise Survey for the Goodman Tract conducted by Carter Environmental Services in December 2013, no gopher tortoises or their appropriate habitats exist within the Goodman Tract. As a result, this condition is satisfied.

(b) **Wildlife Crossings.** The Owner shall install wildlife underpasses for wetland dependent species at the time of construction of the project's Regional roads in the two locations identified on Exhibit 1 (Map H). Each wildlife underpass within SilverLeaf will consist of a prefabricated and arched concrete structure, or a structure of similar design, with an opening of a minimum of ten (10) feet wide and a vertical clearance of approximately six (6) feet, and shall include a contiguous dry portion equal to the lesser of six (6) feet or twenty-five percent (25%) (but not less than four (4) feet) of the total underpass which is above base flow of the drainage system. The Owner shall install a non-underpass type wildlife crossing in the location of the local road shown on Map H. There may be other, non-underpass type, wildlife crossings within SilverLeaf installed for other local roads not yet depicted on Map H. Wildlife crossing signs and reduced speed limit designations will be posted on the project roads in the vicinity of these non-underpass type wildlife crossings. In addition, any roads that cross preservation areas or buffers will incorporate non-underpass wildlife crossings meeting the requirements of Policy B.1.6.13.

(c) **Discovery of Eagle's Nests.** If any Eagle's nests are discovered within the DRI, the Owner shall comply with all requirements of law, including applicable provisions of the St. Johns County Land Development Code, with regard to such Eagle's nests.

16. Wetlands.

(a) **Wetland Conservation and Wetland Impacts.** Jurisdictional wetlands within areas depicted on Map H as Open Space shall be conserved except that areas that remain within the Rural/Silvicultural land use designation on the Future Land Use Map may continue to be used for silvicultural activities subject to compliance with applicable law. Logging and other similar silvicultural operations within wetland areas remaining in the Rural/Silvicultural land use designation shall terminate when the existing timber lease expires or is terminated except for activities associated with permitted borrow pits or permitted wetland creation, restoration or enhancement projects. The wetlands to be conserved shall be protected by recordation of conservation easements prior to or at the time of platting of adjacent upland areas in accordance with the terms of the applicable Environmental Resource Permit ("ERP") issued by the St. Johns River Water Management District ("SJRWMD" or "District"). No logging or other similar silvicultural operations shall be conducted within the wetland areas to be conserved or within the required upland buffer areas adjacent to the wetlands to be conserved except for environmental enhancement activities approved by the SJRWMD for mitigation purposes. Wetland impacts for the entire DRI shall not exceed 395 acres (including impacts within the Goodman Tract and impacts associated with the construction of CR 2209). Mitigation for proposed wetland impacts shall be subject to approval by the District and the United States Army Corps of Engineers

(“ACOE”). Upland buffers consistent with St. Johns County Land Development Code Section 4.01.06 shall be provided. Wetland mitigation will include wetland and upland preservation and may include wetland restoration, enhancement, and creation and upland buffer enhancement as part of the mitigation plan under the District and ACOE permits. The exact boundaries of wetland areas to be conserved shall be determined in connection with wetland permitting by the District and ACOE. The limits of conserved wetlands shall be delineated on engineering plans submitted for approval by St. Johns County. All engineering plans submitted to St. Johns County for approval shall be consistent with the requirements of applicable permits issued by the District and other applicable state and federal agencies, if any. All turf areas associated with golf courses and contiguous (non-isolated) wetlands shall have a minimum upland buffer of 25 feet measured from the District wetland jurisdictional line.

- (a) **Upland Buffers.** The Owner shall comply with St. Johns County Land Development Code Section 4.01.06 established pursuant to the Comprehensive Plan Policy E.2.2.4 St. Johns County Land Development Code Section 4.01.06 requires a natural vegetative upland buffer averaging 25 feet for contiguous wetlands within the DRI. The minimum upland buffer shall be 10 feet in width, except for those areas adjacent to unavoidable wetland impacts as set forth in Section 4.01.06 of the St. Johns County Land Development Code.
- (b) **Conservation Easements.** Conserved wetlands and the adjacent natural vegetative upland buffer shall be protected by recorded conservation easements meeting the requirements of Section 7.04.06, Florida Statutes.

17. Stormwater Pollution Prevention. Construction activity within the SilverLeaf DRI shall be conducted in accordance with a stormwater pollution prevention plan developed pursuant to the National Pollution Discharge Elimination System (“NPDES”) permitting program. The model Stormwater Pollution Prevention Plan for SilverLeaf is attached as Exhibit 4. Prior to commencement of any construction which will be adjacent to a conserved wetland, the contractor shall be required to install silt fencing on the landward edge of the natural vegetated upland buffer or landward of the natural vegetated upland buffer at the physical limits of construction to protect the conserved wetlands. The silt fencing shall be inspected at least once a week and repairs to fallen or damaged sections shall be made immediately upon discovery. All contractors working within the SilverLeaf DRI shall be notified of the requirement for a stormwater pollution plan developed pursuant to the NPDES permit program and shall be advised of the requirements for silt fencing set forth in this Special Condition. In addition, the Owner agrees to incorporate practices such as the use of slow release fertilizer and other Best Management Practices into its property management contracts to further improve surface water quality.

Water Quality – Golf Course. If the 18-hole golf course is constructed within the SilverLeaf DRI, it shall comply with the Integrated Pesticide/Nutrient Management Plan attached as Exhibit 7 (the “IPMP”). Any changes to the IPMP required by the St. Johns River Water Management District, the Florida Department of Environmental Protection or any other applicable agency with jurisdiction may be made to the IPMP without the necessity of a Notice of Proposed Change to the DRI. Petroleum or chemical storage tanks associated with operation of the golf course shall not be stored closer than 200 feet from wetlands or water bodies unless secondary containment is provided.

18. Water Quality Monitoring. The Owner shall establish two water quality monitoring stations for Trout Creek, TC-1 and TC-2 in the locations depicted in the Water Quality Monitoring Plan attached as Exhibit 5. Sampling and testing of water quality at the monitoring stations and reporting of the results shall be conducted in accordance with a water quality monitoring plan approved by the Northeast District of the Florida Department of Environmental Protection (“FDEP”). In addition, a summary of the water quality monitoring results shall be included in the biennial report. The water quality monitoring plan may be amended with the consent of FDEP and the Owner without the need to file a NOPC.

19. Floodplains. All construction within the 100-Year Floodplain shall comply with applicable federal, state and local laws and regulations. No permits for residential, commercial or public buildings will be issued for construction within any portion of the 100-Year Floodplain where the base flood elevation has not been established until the Owner has provided to St. Johns County data on the site specific base flood elevation. All road crossings and finished floor elevations of buildings within the 100-Year Floodplain shall comply with St. Johns County Land Development Code, Part 3.03.00, Flood Damage Control Regulations.

20. Water Supply.

- (a) Development shall occur concurrent with the provision of adequate central potable water service meeting the adopted level of service in the St. Johns County Comprehensive Plan. The St. Johns County Utility Department will provide central water service to the majority of the DRI and the JEA will provide water service to the portions of the DRI within its service area.

(b) Irrigation demands for the portion of the DRI in the St. Johns County Utility Service Area will be met with reuse water. Wastewater effluent treated to public access standards will be the primary source of irrigation for the portion of the project within the St. Johns County Utility Service Area (including any golf course within the DRI) with stormwater detention ponds serving as a source of irrigation for common areas. Groundwater shall only be permitted as a backup source to the foregoing reuse supply system. Distribution lines for reuse will be installed concurrent with development of the portion of the project within the St. Johns County Service Area for all uses in the project (residential and non-residential, including the golf course if constructed). Reuse water shall consist of the following sources:

- (i) Wastewater effluent treated to public access standards and delivered to the end user by the utility provider;
- (ii) Stormwater.

JEA cannot provide reuse water within its service area.

- (c) Water conservation strategies, including the encouragement of xeriscape landscape techniques and low-flow plumbing fixtures shall be incorporated in the construction, operation, and maintenance phases of the development and shall be included in the covenants and restrictions.
- (d) The Owner shall display information on xeriscaping, native vegetation, drought tolerant vegetation, water conservation guides and IFAS Cooperative Extension Services' Florida Yards and Neighborhoods in a prominent location within the SilverLeaf sales offices. The Owner shall cooperate with the District to promote its

“water star” program. The Owner shall also cooperate with FP&L to promote its “build smart” program.

- (e) Common areas within the SilverLeaf DRI will be landscaped using a water wise approach that uses drought tolerant or native vegetation varieties as 50% of the landscape vegetation. Slow release fertilizer shall be used within common areas and on any golf course within the DRI and the Owner will encourage homeowners to use slow release fertilizer on their yards. The requirement for 50% drought tolerant or native vegetation varieties shall be calculated over the entire landscaped area for the entire project. This Special Condition does not require each individual parcel to meet the 50% water wise landscaping requirement. Native or drought resistant plants, including those in the District *Water Wise Florida Landscapes*, the Florida Native Plants Society’s list of native landscape plants for St. Johns County, *A Gardner’s Guide to Florida Native Plants* or comparable guidelines shall provide the information for the water wise landscaping. The Developer shall utilize at least 70% of fertilizer use in slow release/organic form throughout developer-maintained areas (or any entities that may take over in the future). These areas include golf courses and common areas serving commercial areas and residences. Fertilizers applied to turf grasses within the golf course and common landscape areas may be applied through time release granular form or the golf course irrigation system. Prior to fertilizer being applied with the irrigation system, a Best Management Practices document for fertigation shall be prepared by the Applicant and approved by St. Johns County.

- (f) Active wells within the DRI may continue to be used for agricultural purposes in accordance with District rules and consumptive use permits issued by the District so long as such agricultural practices continue. Any well no longer required for the agricultural activities within the DRI shall be properly plugged and abandoned in accordance with District rules and regulations when the area around such well is developed.

21. Wastewater Management.

- (a) Development of the SilverLeaf DRI shall proceed concurrent with the provision of adequate central sewer service meeting the adopted level of service standards in the St. Johns County Comprehensive Plan. Provision of sanitary sewer service shall be provided by both JEA and St. Johns County Utility. St. Johns County will serve the majority of the DRI and JEA will serve the portion of the DRI within its service area.

- (b) Septic systems may only be used in connection with remote recreational amenities. When a central sewer system is installed within 200 feet of a temporary septic system, the septic system shall be removed and central sewer and water service shall be provided to the recreational amenity.

22. Stormwater Management. The surface water management system for the SilverLeaf DRI shall be designed in accordance with applicable SJRWMD and St. Johns County Land Development Code requirements. Development within the DRI shall use Best Management Practices for Erosion Control as required by the applicable National Pollution Discharge Elimination System (NPDES) permit.

23. **Solid Waste.** The SilverLeaf DRI shall meet the level of service standard established in the St. Johns County Land Development Code. The Project shall participate in the St. Johns County recycling program.

TRANSPORTATION RESOURCE IMPACTS

24. **Transportation.** Pursuant to Section 163.3180(5), Florida Statutes, the Owner will contribute \$85,028,877.00 (the “Transportation Mitigation” in funded transportation improvements to offset the impacts of the DRI to the regional transportation system, as described below. The Transportation Mitigation exceeds the Owner’s required total proportionate share payment of \$83,702,636.00 and shall be deemed sufficient to fully mitigate for all the transportation impacts of the DRI for the development rights approved in this Development Order through full buildout. Additionally, these contributions are sufficient to pay for and construct required improvements which will benefit regionally significant transportation facilities and meet proportionate share contribution requirements as set forth in Section 163.3180(5), Florida Statutes, as authorized by this Development Order. The Transportation Mitigation is sufficient to pay for or construct one or more required improvements which will benefit regionally significant transportation facilities and meets the requirements set forth in Section 163.3180(5), Florida Statutes. The improvements to be constructed by the Owner and identified for funding by the Owner are set forth on attached Exhibit 6 and are described below.

(a) **Proportionate Share Contribution Improvements.** SilverLeaf shall pay for and construct the following transportation improvements, including right of way acquisition costs within the phase and time-frame specified below.

- (i) CR 2209/Phase 1: The Owner, or its successor or assigns, shall be responsible for the design and construction of CR 2209 as a four-lane road from the end of the existing pavement of CR 2209 at its intersection with the entrance to the Johns Creek PUD (“Johns Creek Parkway”) to the SR 16 Connector. The portion of the road from Johns Creek Parkway to the point at which the road enters the DRI shall be constructed within a 200-foot wide right of way. Owner has previously conveyed a separate 50-foot wide tract to St. Johns County for possible future expansion of CR 2209. The portion of the road from the northern boundary of the SilverLeaf DRI to the SR 16 Connector shall be constructed within a 250-foot wide right of way. The SilverLeaf DRI shall be responsible for all construction costs, including the cost of wetland mitigation, and all right of way costs. These improvements, including the cost of a 12-foot wide multi-use path from CR 210 to the SR 16 Connector, have an allocated cost of \$31,910,538.00, which includes the value of 150 feet of right of way width for a 4-lane divided typical roadway section. In addition to construction of CR 2209 as a four-lane road from Johns Creek Parkway to the SR 16 Connector, the Owner shall provide right of way, surveying, engineering, permits, wetland mitigation, and stormwater drainage and treatment within SilverLeaf sufficient for a future six-lane CR 2209 from Johns Creek Parkway to International Golf Parkway. To accomplish the 250-foot right of way required for CR 2209 from Johns Creek Parkway to the SR

16 Connector, the Owner shall dedicate an additional 42.78 acres of right of way. The Owner shall also dedicate an additional 89.24 acres of right of way for the future six lane segment of CR 2209 from the SR 16 Connector to International Golf Parkway (the “IGP Connector”) together with engineering plans, an environmental resource permit and dredge and fill permit, wetland mitigation, and a stormwater easement agreement for the DRI to accept and treat the stormwater from the future six lane facility. The value of the additional 132 acres of right of way and the plans, permits, wetland mitigation and stormwater easement agreement is \$29,168,840.00. These improvements shall be commenced prior to final plat approval for single-family development or building permits for a commercial or multi-family development within SilverLeaf. Also, prior to final plat approval for single-family development or building permits for a commercial or multi-family development within SilverLeaf, the Owner shall provide financial assurance to St. Johns County in the form of a bond, letter of credit, three-party agreement or funded commitment from a Community Development District (or a similar entity) that the improvement will be completed within two years. The dedication of right of way and assignment of engineering plans, permits, wetland mitigation and entry into the stormwater easement agreement shall occur upon completion and acceptance by the County of CR 2209 from Johns Creek Parkway to

the SR 16 Connector. The design criteria for the portion of CR 2209 to be constructed by the Owner shall be as follows:

- a. the SilverLeaf stormwater management system, including pipe sizes and pond sizes, shall be designed and permitted by SilverLeaf to accommodate a six lane CR 2209 from Johns Creek Parkway to International Golf Parkway even though SilverLeaf will only build four lanes from Johns Creek Parkway to the SR 16 Connector.
- b. The portion of CR 2209 from Johns Creek Parkway to approximately the access to Parcel 4 as shown on Map H, approximately one to one and a half (1 to 1.5) miles, will be built as an urban four lane road with future expansion to six lanes by others planned to occur on the outside of the 200-foot wide right of way.
- c. The portion of CR 2209 from approximately the access to Parcel 4 as shown on Map H south to the SR 16 Connector shall be built as a four lane modified rural/suburban road within a 250-foot wide right of way.
- d. the design speed shall be 55 mph in modified rural sections and 50 mph in urban sections;
- e. posted speed shall be 50 mph in modified rural sections and 45 mph in urban sections;
- f. the Access Management Class shall be Class 3;

- g. the road will include a 12-foot wide multi-use path as described in Specific Condition 28(c).
- (ii) SR 16 Connector/Phase 1: The Owner, or its successors or assigns, shall be responsible for the design and construction of the SR 16 Connector from CR 2209 to SR 16 as a modified rural/suburban four lane road within a 150-foot wide right of way. This improvement shall include construction of a roundabout or other intersection improvement at the intersection of the SR 16 Connector and SR 16. This road will also include a 12-foot wide multi-use path. The allocated cost of this improvement is \$17,449,500.00. This cost includes the value of the 150-foot right of way required for a four-lane typical roadway section. This improvement shall be commenced prior to final plat approval for single-family development or building permits for a commercial or multi-family development within SilverLeaf. Also, prior to final plat approval for single-family development or building permits for a commercial or multi-family development within SilverLeaf, the Owner shall provide financial assurance to St. Johns County in the form of a bond, letter of credit, three-party agreement or funded commitment from a Community Development District (or similar entity) that the improvement will be completed within two years.
- (iii) IGP Connector Contribution Phase II. Prior to the earlier of (i) approval of building permits for construction of more than 100,000 square feet of retail use or (ii) the sale of land for commercial development within the

town center area (Parcels 15, 16, 17, 20 and 21), the Owner shall donate \$6,500,000.00 to St. Johns County which may be used for the future construction of the IGP Connector portion of CR 2209 or for widening or other improvements to CR 2209 between CR 210 and International Golf Parkway.

(b) **Right of Way Dedication.** The Owner shall convey right of way for CR 2209 from the SR 16 Connector to International Golf Parkway to St. Johns County free of charge and free of liens but subject to deed restrictions limiting it to use as a road right of way and subject to a requirement that CR 2209 be constructed within the right of way. The deed may reserve to the Owner easements for access and drainage and be subject to covenants and restrictions that do not interfere with the intended use of the right of way.

(c) **Limitation of development within proposed First Coast Expressway alignment.** The Owner, for a period not to exceed three (3) years from the effective date of this Development Order, shall build only the Initial Improvements within the locations in proposed Northern Alignment of the First Coast Expressway as depicted in Exhibit 9. The Initial Improvements consist of the following:

- (i) CR 16A relocation and associated drainage/utilities.
- (ii) Collector road and associated drainage utilities.
- (iii) Drainage improvements. Temporary ditch by SilverLeaf, culverts by FDOT.
- (iv) CR 2209 and associated drainage/utilities.
- (v) Drainage improvements. Temporary ditch by SilverLeaf, culverts by FDOT

(vi) Drainage improvements. Temporary ditch by Silverleaf, culverts by FDOT.

(d) **Right of Way Acquisition.** The County acknowledges that the improvements contemplated to be completed by the Owner set forth above contain improvements identified in the County's Capital Improvements Plan and which have been identified as priorities for the County's infrastructure needs. As such, the acquisition of right of way to accomplish such improvements is a public purpose. In the event the Owner is unable to obtain the necessary right of way for the improvements set forth above, and the County does not confer on a Community Development District, to be formed by the Owner, the limited authority to acquire right of way for such improvements by the power of eminent domain, the County agrees to cooperate with the Owner in the initiation and prosecution of eminent domain proceedings for such acquisition. The eminent domain proceedings shall be at the Owner's sole expense including, but not limited to, the amount of the award to the property owner(s), attorneys' fees (including as may be awarded to the property owners and to be paid by the condemning authority), court costs, expert witness fees and court costs. The Owner currently owns all of the right of way for the contemplated improvements except for the right of way that may be needed for the possible improvements at the intersection of the SR 16 Connector and SR 16.

(e) **Transit.** In the event that public transit service is provided to SilverLeaf, transit passenger shelters and transit bays shall be constructed where necessary to facilitate transit service. These facilities shall be constructed within the rights of way of the applicable roadways. If St. Johns County identifies a specific needed transit facility improvement, the Owner shall donate \$75,000.00 to St. Johns County prior to issuance of building permits

within Phase 1 and shall donate \$50,000.00 to St. Johns County prior to issuance of building permits within Phase 2 for St. Johns County to use to be applied to the identified transit facility.

(f) **Master Transportation and Circulation Plan.** The project Master Transportation and Circulation Plan shall be substantially as shown on Exhibit 1 (Map H). However, the alignment of the roads shown on Map H may be adjusted by the Owner without modifying this Development Order. Further, any modification to the alignment or design of CR 2209 or other roads required by the District or ACOE to avoid wetlands or recorded conservation easements shall not require further DRI review.

(g) **Intersection Improvements.** The Owner's connections of regional roads to existing state and county roads will include intersection improvements such as signals and turn lanes to accommodate the transportation improvements in accordance with County or FDOT standards, as applicable.

(h) **Transportation Management Organization.** The Owner shall, at the request of the County, participate in any Transportation Management Organization (TMO) sponsored by the County, Northeast Florida Regional Council, or other transportation authority.

25. **Air Quality.** The following dust control measures shall be required during all construction within SilverLeaf:

- (i) Contractors will moisten soil or use resinous adhesives on barren areas, which shall include, at a minimum, all roads, parking lots, and material stockpiles;
- (ii) Contractors will use mulch, liquid resinous adhesives with hydro-seeding or sod on all landscape areas;

- (iii) Contractors will remove soil and other dust-generating material deposited on paved streets by vehicular traffic, earth moving equipment, or soil erosion; and
- (iv) Contractors will use the best operating practices in conjunction with any burning resulting from land clearing, which may include the use of air curtain incinerators.

26. Affordable Housing. The Housing Study Summary in Tables 24-4 and 24-5 of the Application for Development Approval shows that there is no adverse impact on affordable housing as a result of the SilverLeaf project. Notwithstanding that result, the Owner voluntarily donated to St. Johns County 200 platted lots within the Armstrong Estates subdivision on October 23, 2006 pursuant to the Deed of Dedication recorded at Official Records Book 2804, page 1161 of the public records of St. Johns County, Florida. The donation was accepted by the County under Resolution 2006-344. The lots shall be used by St. Johns County to provide housing for very low and below very low income levels (70% of the lots) to low and moderate income (30% of the lots). Residents of the Armstrong neighborhood participating in the County's Homebuyer Program will receive a preference to purchase homes to be built on the donated lots. The County will work with Habitat for Humanity of St. Johns County to develop homes to serve very low income residents of the Armstrong neighborhood. In addition, all Retail, Light Industrial, and Office development within the SilverLeaf project shall contribute \$.70 per square foot to St. Johns County at the time of issuance of a building permit for such square footage which shall be used by St. Johns County for down payment assistance, improvement of existing substandard housing and/or for the development and construction of very low and below income housing within the Armstrong neighborhood. In the alternative to the above

contribution of \$.70 per square foot, the Board of County Commissioners and the Developer, at their discretion, may enter into an agreement for the Developer to contribute the present value, as agreed upon by the County and the Developer, of the \$.70 per square foot contribution for all Retail, Light Industrial and Office Development as a reasonable and proportional mitigation for this requirement. The present value contribution shall be used for one or more projects for down payment assistance, improvement of existing substandard housing and/or the development and construction of very low and below income housing or associated infrastructure in a location agreed upon by the County and the Developer, which may be located outside the Armstrong Neighborhood. A minimum of \$200,000 of the present value contribution shall be spent within the Armstrong Neighborhood. The programs instituted shall be sensitive to the current economic and cultural demographics of the community.

27. **Fire and Police Protection.** The Owner shall, within 60 days of a request by St. Johns County donate an upland site to St. Johns County for construction of a police station and fire station within Parcel 19 at the location identified on Map H. The land to be conveyed to St. Johns County under this Special Condition shall be large enough to accommodate a 10,000 square foot police station and the prototype fire station and horizontal site design improvements being used by the County as of the date of this Development Order taking into account the drainage and retention requirements for the fire station and the police station. The site is anticipated to be approximately three (3) to five (5) acres in size. In addition to conveyance of the land for the fire station and police station, the Owner or Community Development District shall either construct a stormwater treatment system on land outside of the site conveyed to the County that would accommodate the drainage and

retention requirements from the police station and fire station or enlarge the site as needed to accommodate the required drainage and retention systems. The location of the police station site and the location of the fire station site may be changed by agreement between the Owner and the Sheriff and the Owner and Director of Fire Services, respectively, without the need for modification of the DRI.

28. Recreation and Open Space.

- (a) Map H depicts the location of four community parks to be provided by the Developer and one parcel containing approximately 136 acres to be donated by the Developer to the County for future recreational development. The community parks identified as Parcels 6, 11, and 23 shall each contain a minimum of 10 acres. The community park identified as Parcel 13A shall contain a minimum of 22 acres, for a total of 52 acres of community parks. The community parks shall be improved by the Developer, a CDD, or similar entity with active recreational improvements (playing fields, courts, or other similar active athletic and recreational areas) and associated infrastructure such as roads or driveways, utilities, parking and retention prior to dedication to the County. The parks will be cleared, graded and lighted appropriately for their intended uses by the Developer, a CDD or similar entity. The first 10-acre community park will be constructed on Parcel 6, 11, 23 or a portion of Parcel 13A simultaneous with construction of horizontal improvements for the 825th residential unit and shall be dedicated upon completion. The second 10-acre community park will be constructed on Parcel 6, 11, 23 or a portion of Parcel 13A simultaneous with construction of horizontal improvements for the 3,294th residential unit and shall be dedicated upon completion. The third 10-acre community park will be constructed on Parcel 6, 11, 23

or a portion of Parcel 13A simultaneous with construction of horizontal improvements for the 5,763rd residential unit and shall be dedicated upon completion. The fourth 10-acre community park will be constructed on Parcel 6, 11, 23 or a portion of Parcel 13A prior to or simultaneous with construction of horizontal improvements for the 8,232nd residential unit and shall be dedicated upon completion. The remainder of the 52 acres of community park acreage will be improved on the remaining community park parcel to be constructed prior to or simultaneous with construction of horizontal improvements for the 10,700th residential unit and shall be dedicated upon completion.

The community parks depicted on Map H and described in this Special Condition 28 shall count under Section 5.03.03.E of the Land Development Code towards the active recreational requirement for the project. Detailed plans for all community and neighborhood parks shall be provided on incremental master development plans under the SilverLeaf PUD.

In addition to the 52 acres of community parks described above, the Developer shall convey to St. Johns County within 60 days of its request Parcel 13B for the County's use as a regional, community or district park. Parcel 13B will contain approximately 136 acres, of which approximately 41 acres are uplands unencumbered by conservation easements. Parcel 13B contains a segment of the Trout Creek Greenway as depicted on Map H. Parcel 13B shall include the existing bridge in the location of the historic tram road and raised road bed adjacent to the bridge, together with signage explaining the historic significance of the tram.

The general location of the parks to be located on Parcels 6, 11, 23, 13A and 13B is as set forth on Map H. The exact location of the park boundaries is subject to change as

development proceeds and may be re-located on Map H or reconfigured by approval of staff and the St. Johns County School District without filing a NOPC to the DRI. Through an impact fee agreement adopted by the Board of County Commissioners, park impact fee credits shall be allowed for the parks conveyed to St. Johns County in accordance with the applicable St. Johns County Impact Fee Ordinance.

(b) Any park dedicated to St. Johns County shall be accessible to the public at large, and shall not be located within limited access or gated areas controlled by private entities, the School District, a property owners association, or a CDD. Any acceptance of dedication shall be at the sole discretion of the Board of County Commissioners. If the County declines to accept the dedication of any of the parks when the applicable unit threshold has been reached, the County will continue to approve plats for additional units until the next unit threshold has been reached, and the Owner may retain and use that park area for any private recreational or open space use and may convey it to an applicable community development district, homeowners' association or similar entity.

(c) The Owner shall construct a 12-foot wide multi-use path adjacent to any portion of CR 2209 constructed by the Owner from CR 210 to the SR 16 Connector as CR 2209 is constructed. The multi-use path may be constructed within the right of way CR 2209, within the scenic edges associated with CR 2209, or within a combination of the right of way and the scenic edges. In addition to the 12-foot multi-use path and the sidewalks constructed in accordance with the requirements of the St. Johns County Land Development Code, the Owner shall cooperate with St. Johns County in the County's efforts to locate a trail within the Florida Power & Light easement that traverses the

SilverLeaf DRI. Any portion of the 12-foot multi-use path that must be located within the Florida Power & Light easement shall be subject to consent by the power company.

29. **Education.** The Applicant and the St. Johns County School District agree that the student projection for this DRI is 4,870 K-12 students based upon a formula of 0.59 students per single family unit and 0.22 students per multi family unit. The Applicant and the St. Johns County School District further agree that, if all 10,700 residential units are constructed, then full mitigation for all school impacts will require (a) payment of \$93,853,124.00 in proportionate share mitigation (Payment Obligation); and (b) conveyance of 175 upland acres of land suitable for School Sites within the Property (School Site Conveyances). The proportionate share mitigation is necessary to maintain the level of standard for school capacity in all affected Concurrency Service Areas. The Payment Obligation and School Site Conveyances Obligation shall be satisfied in accordance with the terms of the SilverLeaf School Proportionate Share Payment and Siting Agreement and Termination of Memorandum of Agreement attached as Exhibit 8 (the "School Agreement"). Map H identifies the general location and configuration of three K-8 sites and one high school site. In the aggregate, the sites contain approximately 175 upland acres. The exact location and configuration of the school sites shall be determined in accordance with the terms of the School Agreement.

Notwithstanding anything else in this Amended Development Order to the contrary, if Applicant develops more than 10,700 residential units within the Property, Applicant shall pay \$8,771.32.00 per residential unit above said 10,700 residential units in proportionate share mitigation to the School District, pursuant to the Payment Formula set forth in the School Agreement.

If the School District changes the method by which it assesses mitigation for school impacts, or the County eliminates or changes its methodology or authorization for school concurrency or school impact fees, the Applicant may modify this Special Condition 29 for all units or lots for which the Applicant has not obtained County construction plan approval before the effective date of such change or elimination. The Special Condition shall be modified to reflect any new sources of funding for school facilities mitigation as soon as authority for such new sources is effective and binding. If the Applicant modifies this Amended Development Order by adding residential units to an extent that triggers review as a substantial deviation pursuant to Section 380.19, Florida Statutes, as it might be modified or replaced from time to time (“Substantial Deviation”), the Applicant shall mitigate for any additional school facilities impacts resulting from any such Substantial Deviation, based on the applicable school facilities mitigation statutes, rules and ordinances in effect at the time of such Substantial Deviation, as implemented by the calculations methodology authorized by the School District at the effective date of any such Substantial Deviation (including variables such as, but not limited to, projected tax revenues and home values that the then-effective School District model authorizes); provided however, that the Applicant shall not be required to pay more than \$8,771.32.00 per residential unit, for any residential unit within the Property pursuant to any modification or change that does not constitute a Substantial Deviation.

The Applicant, its successors and assigns, shall convey to the School District such portions of the 175 buildable acres within the Property at the times and or the terms set forth in the School Agreement.

Notwithstanding anything to the contrary in this Special Condition 29, Applicant shall not have any payment obligation for public educational facilities for any non-residential development or residential units or lots: (a) that are converted to or are otherwise established as age-restricted residences governed by thirty (30)-year or longer term recorded restrictions that prohibit any person under the age of eighteen (18) years residing on the Property as a permanent residence; and (b) that controlling Florida law dictates do not so materially impact the public school system as to be subject to public school facilities mitigation or exaction.

30. **Impact Fees.** Impact fee credits towards any present or future impact fees that may be adopted by St. Johns County shall be allowed for any contribution of land, money (including, but not limited to, “proportionate share” or “fair share contributions”) or improvements made by or on behalf of the Owner or the Community Development District, as the case may be, for public facilities pursuant to the guidelines stipulated in Section 380.06(16), Florida Statutes, and St. Johns County Impact Fee ordinances 87-57, 87-58, 87-59 and 87-60, as they may be amended. The Owner proposes and the County agrees that, in the event that any contributions of land purchased by a Community Development District or, money (including “proportionate share” or “fair share payments”), or improvements funded or constructed with funds from a Community Development District give rise to impact fee credits to the Community Development District, then such impact fee credit shall be established in the name of the Community Development District. In the event that an owner contributes land for public facilities (including road right of way) such owner shall be entitled to impact fee credits applicable to land to be developed by such owner. The amount of such credit shall be determined in

accordance with applicable law and County ordinances as established by the County. Notwithstanding anything to the contrary in this Development Order, the Developer has agreed to waive impact fee credits for school sites in accordance with the terms of the School Agreement attached as Exhibit 8.

31. Community Development District. The Owner has indicated that it may form one or more Community Development Districts (or other similar legislatively authorized entity) within the DRI pursuant to Chapter 190, Florida Statutes as it may be amended from time to time. The County expressly maintains all rights available to it pursuant to Chapter 190, Florida Statutes, related to the proposed establishment of a Community Development District by the Owner. Any Community Development District for SilverLeaf approved pursuant to Chapter 190, Florida Statutes may finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain projects, systems and facilities for the purposes described in Section 190.012, Florida Statutes, including, but not limited to, any of the indicated transportation improvements, school and park improvements set forth in this Development Order and any other project required or authorized by this Development Order. Construction or funding by any such Community Development District of all such projects within or without the boundaries of the Community Development District required by this Development Order or necessary to serve the development approved by this Development Order is expressly approved. If the Owner is required by this Development Order to provide, pay for or otherwise cause to be provided, infrastructure, projects, systems or facilities set forth in Chapter 190, Florida Statutes, including, without limitation, those in Sections 190.012(1) and (2) Florida Statutes, then the Community Development District independently may satisfy such

obligations. To the extent any such obligation under this Development Order is met or performed by the Community Development District, then the Owner shall no longer be subject to the obligation. The Owner proposes and the County agrees that, in the event that any contributions of land, money (including “proportionate fair share payments”), or improvements funded or constructed with funds from a Community Development District give rise to impact fee credits to the Community Development District, then such impact fee credits shall be established in the name of the Community Development District.

32. **Historical and Archeological Sites.** Should any regionally significant historical and archaeological resources be discovered in the course of development, the Owner shall immediately notify the Division of Historical Resources (the “Division”). No disruption of the findings shall be permitted until any further studies required by the Division are completed, the Division has rendered a recommendation and a mitigation plan has been agreed upon by the Owner and the Division. A Phase I Structural and Cultural Resource Survey has been performed on the Goodman Tract that identified one item of interest (an existing raised roadbed for an existing trail or logging road in the approximate location of an historic timber tram road) which is not eligible for listing in the National Register of Historic Places (NRHP). However, the approximate location of the former timber tram road to the north and south of the existing bridge will be preserved as a Historic Conservation Area as noted on Map H and will be incorporated into the project’s preservation area on the northern portion of the Goodman Tract and within Parcel 13B on Map H with pedestrian access to the areas. In addition, an interpretive sign will be installed at the bridge crossing describing the historical associations of this former railway, subject to approval of the signage text by the St. Johns County Historical Preservation

Planning Department. The Historic Conservation Areas will be conveyed to the County in conjunction with the conveyance of Parcel 13B as set forth in Special Condition 28 above.

33. **Severability.** If any stipulation or any portion or section of any stipulation contained in this Development Order is declared, determined to be, or adjudged invalid, illegal or unconstitutional by a court of competent jurisdiction, such adjudication shall not affect the approval granted in this Development Order, the other stipulations, or the other portions or sections of the affected stipulations, which shall remain of full force and effect as if the stipulation or portion or section of a stipulation so declared, determined to be or adjudged invalid, illegal or unconstitutional were not originally a part of this Development Order.
34. **Successor Agencies.** Whenever, within the terms of the stipulations, reference is made to any department, agency, board, commission, or other instruments of the federal, state, or municipal governments, it is understood that such reference shall be construed to mean any future instrumentality which, by operation of law, may be created and designated as successor in interest or other which may be possessed of any of the powers and duties of any referenced instrumentality in existence on the effective date of these stipulations.
35. **Public Utilities.** Essential public utilities may be allowed within any of the land use categories shown on Map H except conserved wetlands subject to compliance with applicable law.
36. **Incorporation of Recitals.** The Recitals are hereby incorporated by reference.

RENDITION

Within ten (10) days of the adoption of this development order, St. Johns County shall render a copy of this Development Order with all attachments, certified as complete and accurate, by certified mail, return receipt requested, to the Florida Department of Economic Opportunity, Bureau of Local Planning, Northeast Florida Council, and the Applicant.

PASSED AND ENACTED by the Board of County Commissioners of St. Johns County, State of Florida, this 18 day of August, 2015.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____

Vice-
Its Chair

ATTEST: Cheryl Strickland, Clerk

By: _____

Title: _____

Adopted Regular Meeting: Aug. 18, 2015

Effective: January 22, 2015⁶

RENDITION DATE 8/27/15

EXHIBIT LIST

- Exhibit 1 - Map H, Master Development Plan
- Exhibit 2 - Land Use Exchange Tables
- Exhibit 3 - Land Use Phasing Tables
- Exhibit 4 - Stormwater Pollution Prevention Plan
- Exhibit 5 - Water Quality Monitoring Plan
- Exhibit 6 - Transportation Mitigation Plan
- Exhibit 7 - Integrated Pesticide/Nutrient Management Plan
- Exhibit 8 - SilverLeaf School Agreement

EXHIBIT "B" to NOPC

**Updated DRI Legal Description
(including Goodman Tract)**



www.rmangas.com

tel 904-642-8550 • fax 904-642-4165

14775 Old St. Augustine Road • Jacksonville, Florida 32258

November 8, 2013

Silverleaf

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A portion of Sections 25, 26, and 35, and all of Section 36, Township 5 South, Range 27 East, a portion of Sections 1 and 12, Township 6 South, Range 27 East, a portion of Sections 19, 20, 30, 31, 32, 33, and 34, and a portion of Section 41, the William Harvey Grant, Township 5 South, Range 28 East, together with a portion of Section 38, the Antonio Huertas Grant, all of Sections 4, 5, and 6 and all of fractional Sections 8 and 9, Township 6 South, Range 28 East, all lying in St. Johns County, Florida, being more particularly described as follows.

For a Point of Beginning, commence at the Southeast corner of said Section 35, thence South $89^{\circ}05'41''$ West, along the Southerly line of said Section 35, a distance of 3774.44 feet to a point lying on the Northerly right of way line of County Road 16A, a variable width right of way as presently established at this point, said point also being a point on a curve; thence along said Northerly right of way line the following seven courses: Course 1, thence Westerly, departing said Southerly line, and along the arc of said curve concave Southerly, having a radius of 1178.92 feet, through a central angle of $09^{\circ}00'38''$, an arc length of 185.40 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $82^{\circ}10'28''$ West, 185.21 feet; Course 2, thence North $03^{\circ}19'14''$ East, 17.00 feet to a point on a curve concave Southerly, having a radius of 1195.92 feet; Course 3, thence Westerly, along the arc of said curve, through a central angle of $04^{\circ}10'25''$, an arc length of 87.12 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $88^{\circ}45'59''$ West, 87.10 feet; Course 4, thence South $89^{\circ}08'48''$ West, 304.44 feet; Course 5, thence North $00^{\circ}51'12''$ West, 50.00 feet; Course 6, thence South $89^{\circ}08'48''$ West, 7.07 feet to Reference Point "A"; Course 7, thence South $89^{\circ}08'48''$ West, 50 feet, more or less, to the centerline of Trout Creek; thence Northerly, departing said Northerly right of way and along the meanderings of said centerline of Trout Creek, 6386 feet, more or less; thence Northeasterly, continuing along said meanderings of Trout Creek, 11854 feet, more or less, to a point lying on an Easterly line of South Hampton Unit One, as recorded in Map Book 38, pages 32 through 50 of the Public Records of said St. Johns County; thence North $00^{\circ}01'38''$ East, departing said centerline of Trout Creek, and along said Easterly line, 10 feet, more or less, to a point on said Easterly line which bears North $45^{\circ}52'04''$ East, 11606.99 feet from said Reference Point "A"; thence continue North $00^{\circ}01'38''$ East, along said Easterly line, 659.07 feet to the Southwesterly corner of Johns Creek ~ Phase 2, as shown in Map Book 64, page 3 through 14 of said Public Records; thence along the Southerly and Easterly line of said Johns Creek ~ Phase 2 the following 35 courses: Course 1, thence South $60^{\circ}21'48''$ East, departing said Easterly line, 107.85 feet; Course 2, thence South $32^{\circ}26'54''$ East, 69.32 feet; Course 3, thence South $33^{\circ}40'02''$ East, 57.50 feet; Course 4, thence South $34^{\circ}40'21''$ East, 84.06 feet; Course 5, thence South $57^{\circ}14'31''$ East,

DRI Lands (Overall)

88.48 feet; Course 6, thence South 43°07'46" East, 116.60 feet; Course 7, thence South 61°22'00" East, 66.61 feet; Course 8, thence South 65°12'07" East, 76.12 feet; Course 9, thence South 70°32'14" East, 95.84 feet; Course 10, thence South 81°00'16" East, 102.26 feet; Course 11, thence North 81°53'34" East, 150.37 feet; Course 12, thence North 87°38'13" East, 327.98 feet; Course 13, thence North 19°18'37" East, 8.28 feet; Course 14, thence North 47°44'44" East, 78.94 feet; Course 15, thence North 23°58'29" East, 104.74 feet; Course 16, thence North 04°01'20" East, 74.44 feet; Course 17, thence North 11°56'26" East, 24.43 feet; Course 18, thence South 52°08'08" East, 438.55 feet; Course 19, thence South 48°44'53" East, 198.64 feet; Course 20, thence South 50°59'31" East, 210.86 feet; Course 21, thence South 43°19'38" East, 177.42 feet; Course 22, thence South 59°39'57" East, 21.72 feet; Course 23, thence South 83°55'21" East, 53.77 feet; Course 24, thence North 18°00'55" East, 308.39 feet; Course 25, thence North 25°43'18" East, 197.06 feet; Course 26, thence North 02°55'19" East, 131.75 feet; Course 27, thence North 22°43'33" East, 85.45 feet; Course 28, thence North 26°33'40" East, 132.48 feet; Course 29, thence North 14°42'24" East, 129.20 feet; Course 30, thence North 20°35'44" East, 112.43 feet; Course 31, thence North 28°09'07" East, 97.09 feet; Course 32, thence North 20°22'35" East, 11.48 feet; Course 33, thence North 12°39'46" West, 385.37 feet to a point of curvature of a curve concave Easterly, having a radius of 3150.00 feet; Course 34, thence Northerly, along the arc of said curve, through a central angle of 09°55'44", an arc length of 545.86 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 07°41'54" West, 545.18 feet; Course 35, thence North 02°44'02" West, 17.49 feet to a point lying on the Southerly line of Johns Creek, as recorded in Map Book 48, pages 76 through 95 of said Public Records; thence South 89°22'46" East, departing said Easterly line, and along said Southerly line of Johns Creek and along the Southerly line of those lands as described and recorded in Official Records Book 1620, page 56, said Public Records and its Easterly prolongation, a distance of 360.62 feet to a point lying on the Westerly line of that certain 75 foot Drainage Easement as described and recorded in Official Records Book 1603, page 1258, said Public Records; thence North 02°44'02" West, along said Westerly line 1993.22 feet to the Southwesterly corner of Stonehurst Plantation Unit Two-C, as recorded in Map Book 51, pages 9 through 16 of said Public Records; thence North 89°59'58" East, departing said Westerly line, along the Southerly line of said Stonehurst Plantation Unit Two-C, and along the Southerly line of Stonehurst Plantation Unit One-D, as recorded in Map Book 44, pages 72 through 77 of said Public Records, and along the Southerly line of Stonehurst Plantation Unit Two-A, as recorded in Map Book 49, pages 15 through 20 of said Public Records, a distance of 2261.34 feet to the Southeast corner of said Stonehurst Plantation Unit Two-A; thence North 20°43'08" East, along the Easterly line of said Stonehurst Plantation Unit Two-A, 1429.20 feet to the Southwesterly corner of Southlake Unit Two-A, as recorded in Map Book 37, pages 68 through 79 of said Public Records; thence North 89°41'25" East, along the Southerly line of said Southlake Unit Two-A, and along the Southerly line of Southlake Unit Two-B, as recorded in Map Book 39, pages 9 through 14 of said Public Records, a distance of 2663.77 feet to the Southeast corner of said Southlake Unit Two-B, said corner also being a point on the Westerly line of St. Johns Golf and County Club Unit One, as recorded in Map

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Book 40, pages 39 through 71 of said Public Records; thence South 00°00'28" West, along said Westerly line, 749.81 feet to an angle point in said Westerly line; thence South 72°16'20" West, continuing along said Westerly line, and along the Northerly line of St. Johns Golf and County Club Unit Four, Phase Four, as recorded in Map Book 52, pages 8 through 13. of said Public Records, a distance of 2624.51 feet to the Northwest corner of said St. Johns Golf and County Club Unit Four, Phase Four; thence South 00°00'07" East, continuing along said Northerly line of said St. Johns Golf and County Club Unit Four, Phase Four, a distance of 599.98 feet to a point lying on the Northerly line of those lands described and recorded in Official Records Book 1732, page 1133 of said Public Records; thence along the Northerly, Westerly, and Southerly lines of said lands of Official Records Book 1732, page 1133 the following 4 courses: Course 1, thence North 89°59'09" West, 750.07 feet; Course 2, thence South 00°01'15" West, 600.03 feet; Course 3, thence South 61°54'38" East, 832.17 feet; Course 4, thence South 89°58'32" East, 788.03 feet to a point lying on the Westerly line of those lands described and recorded in Official Records Book 1789, page 255 of said Public Records; thence along said Westerly line the following 3 courses: Course 1, thence South 26°21'28" West, departing said Southerly line of Official Records Book 1732, page 1133, a distance of 1911.13 feet to a point of curvature of a curve concave Southeasterly, having a radius of 5790.00 feet; Course 2, thence Southwesterly, along the arc of said curve, through a central angle of 08°14'24", an arc length of 832.69 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 22°14'16" West, 831.97 feet; Course 3, thence South 18°07'04" West, 3034.20 feet to a point lying on the Easterly line of those lands described and recorded in Official Records Book 2745, page 1495 of said Public Records, said point also being a point on a curve concave Northeasterly, having a radius of 8850.00 feet; thence Southeasterly, departing said Westerly line, along said Easterly line, and along the arc of said curve, through a central angle of 04°19'46", an arc length of 668.75 feet to a point on said curve, said point also lying on the Southerly line of those lands described and recorded in Official Records Book 1036, page 125 of said Public Records, said arc being subtended by a chord bearing and distance of South 32°41'47" East, 667.49 feet; thence along the Southerly line of said Official Records Book 1036, page 125 the following 32 courses: Course 1, thence North 79°41'02" East, 304.12 feet; Course 2, thence South 68°11'39" East, 188.50 feet; Course 3, thence North 44°13'50" East, 272.30 feet; Course 4, thence North 58°23'50" East, 234.81 feet; Course 5, thence North 88°15'04" East, 560.23 feet; Course 6, thence South 64°35'26" East, 559.11 feet; Course 7, thence North 73°34'01" East, 318.20 feet; Course 8, thence South 79°17'44" East, 269.61 feet; Course 9, thence North 80°05'02" East, 319.67 feet; Course 10, thence South 75°02'59" East, 388.28 feet; Course 11, thence North 62°10'56" East, 406.99 feet; Course 12, thence South 70°21'03" East, 252.68 feet; Course 13, thence South 47°55'28" East, 375.90 feet; Course 14, thence North 35°47'23" East, 526.13 feet; Course 15, thence North 63°17'57" East, 307.73 feet; Course 16, thence North 85°38'09" East, 484.40 feet; Course 17, thence South 65°36'48" East, 501.69 feet; Course 18, thence South 58°23'20" East, 234.78 feet; Course 19, thence South 64°13'57" East, 183.40 feet; Course 20, thence South 53°15'12" East, 243.01 feet; Course 21, thence South 16°05'43" East, 234.07 feet; Course 22, thence South 51°18'13" East, 96.14 feet; Course 23,

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thence North 78°43'32" East, 178.36 feet; Course 24, thence South 89°58'29" East, 219.98 feet; Course 25, thence South 56°48'18" East, 310.64 feet; Course 26, thence South 36°36'14" East, 242.98 feet; Course 27, thence South 24°50'17" East, 225.95 feet; Course 28, thence South 00°01'42" West, 234.98 feet; Course 29, thence South 28°07'27" East, 158.80 feet; Course 30, thence South 43°23'37" East, 179.99 feet; Course 31, thence South 21°38'26" East, 158.68 feet; Course 32, thence South 37°03'53" East, 95.80 feet to a point lying on the Westerly line of said Section 33; thence North 01°01'37" West, departing said Southerly line, and along said Westerly line, 2881.74 feet to the Northwestern corner of said Section 33; thence North 88°53'39" East, along the Northerly line of said Section 33, a distance of 3135.84 feet to a point lying on the Southwesterly right of way line of Interstate Highway No. 95, a 300 foot limited access right of way as presently established at this point; thence South 27°29'14" East, departing said Northerly line of said Section 33, and along said Southwesterly limited access right of way line, 5823.02 feet to a point lying on the Northerly line of Section 3, said Township 6 South, Range 28 East; thence South 88°57'55" West, departing said Southwesterly limited access right of way line, and along said Northerly line, 137.39 feet to the Northwest corner of said Section 3; thence South 00°59'20" East, along the Westerly line of said Section 3, a distance of 5238.52 feet to the Northwest corner of fractional Section 10, said Township 6 South, Range 28 East; thence South 00°56'08" East, along the Westerly line of said Section 10, a distance of 861.21 feet to a point lying on the Westerly line of Section 43, the Zepheniah Kingsley Grant, said Township 6 South, Range 28 East; thence South 15°32'56" West, along the Westerly line of said Section 43, and along the Westerly line of Section 44, the Huertas or Kingsley Grant, said Township 6 South, Range 28 East, a distance of 7962.93 feet to the Northeast corner of Subsection 6, of the division of the Antonio Huertas Grant, Section 38 as recorded in Deed Book Q, page 495, said Public Records; thence North 72°44'25" West, departing said Westerly line and along the Northerly line of said Subsection 6, a distance of 4864.29 feet to the Northwest corner of said Subsection 6; thence South 18°40'32" West, along the Westerly line of said Subsection 6, a distance of 3786.87 feet to a point lying on the Northeast right of way line of State Road No. 16, a variable width right of way as presently established; thence along said Northeast right of way line the following three courses: Course 1, thence North 55°53'35" West, departing said Westerly line of Subsection 6, a distance of 1433.43 feet; Course 2, thence South 18°12'39" West, 31.19 feet; Course 3, thence North 55°53'35" West, 2162.06 feet; thence North 09°32'34" East, departing said Northeast right of way line, 3451.29 feet; thence North 03°59'26" West, 3212.47 feet to a point lying on the Easterly line of Section 7, Township 6 South, Range 28 East; thence North 19°49'07" East, along said Easterly line, 160.57 feet; thence North 01°04'14" West, continuing along said Easterly line, 1779.45 feet to the Northeast corner of said Section 7; thence South 86°53'51" West, along the Northerly line of said Section 7, a distance of 5596.11 feet to the Southeast corner of said Section 1; thence North 02°32'56" West, along the Easterly line of said Section 1, a distance of 3440.49 feet; thence South 29°23'09" West, departing said Easterly line, and along the Westerly line of Bartram Downs, as recorded in Map Book 46, pages 40 through 52 of said Public Records, a distance of 5039.79 feet to a point lying on the Northerly line of an unrecorded subdivision lying in the Northwest quarter of said Section 12; thence North

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44°42'26" West, along said Northerly line, 943.93 feet to the Northwesterly corner of Tract Two of said unrecorded subdivision, said point also being the Northwesterly corner of those lands described and recorded in Official Records Book 2175, page 1965 of said Public Records; thence South 45°25'15" West, departing said Northerly line, and along the Westerly line of said lands of Official Records Book 2175, page 1965, a distance of 290.47 feet to a point lying on said Northeasterly right of way line of County Road No. 16A, a 66.00 foot right of way as presently established at this point; thence North 44°42'26" West, along said Northerly right of way line, 1024.97 feet to the Southeasterly corner of those lands described and recorded in Official Records Book 2886, page 433 of said Public Records; thence North 03°01'04" West, departing said Northerly right of way line, and along the Easterly line of said lands of Official Records Book 2886, page 433, a distance of 2248.34 feet; thence North 24°38'25" West, continuing along said Easterly line, 3048.41 feet to the Point of Beginning.

Containing 8130.86 acres more or less.

EXHIBIT "C" to NOPC

**Amended and Restated DRI Development Order
and Exhibits**



SILVERLEAF

NOTICE OF PROPOSED CHANGE

PROPOSED MAP H MASTER DEVELOPMENT PLAN

July 1, 2015

LEGEND



- Town Center / Mixed Use
 - Mixed Use
 - Residential Low Density
 - Residential Medium Density
 - Residential High Density
 - School Site
 - Community Recreation
 - Utility
 - Roadways
 - Open Space / Uplands
 - Open Space / Wetlands
 - Fire / EMS
 - Wetlands Underpass
 - Wetlands Crossing
 - Roundabout
 - Approx. former timber tram road
- Note: The location, configuration, acreages and use on development parcels, roads, trails, etc. are conceptual in nature and subject to further refinement upon submission of final development plans.
- Note: The approximate location of the former timber tram road to the immediate north and south of the existing bridge shall be a Historic Conservation Area with pedestrian access. An interpretive sign will be installed at the bridge crossing.

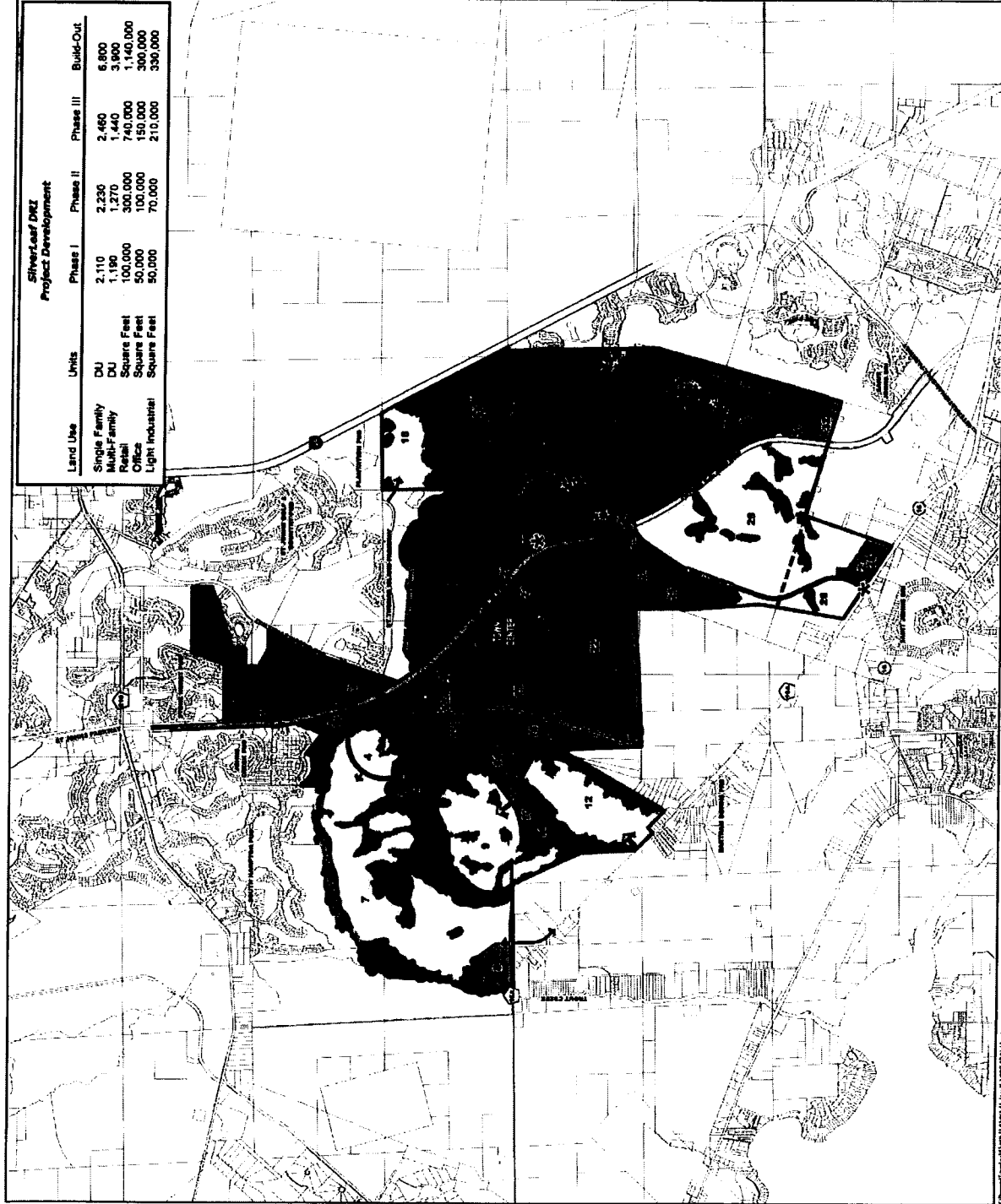


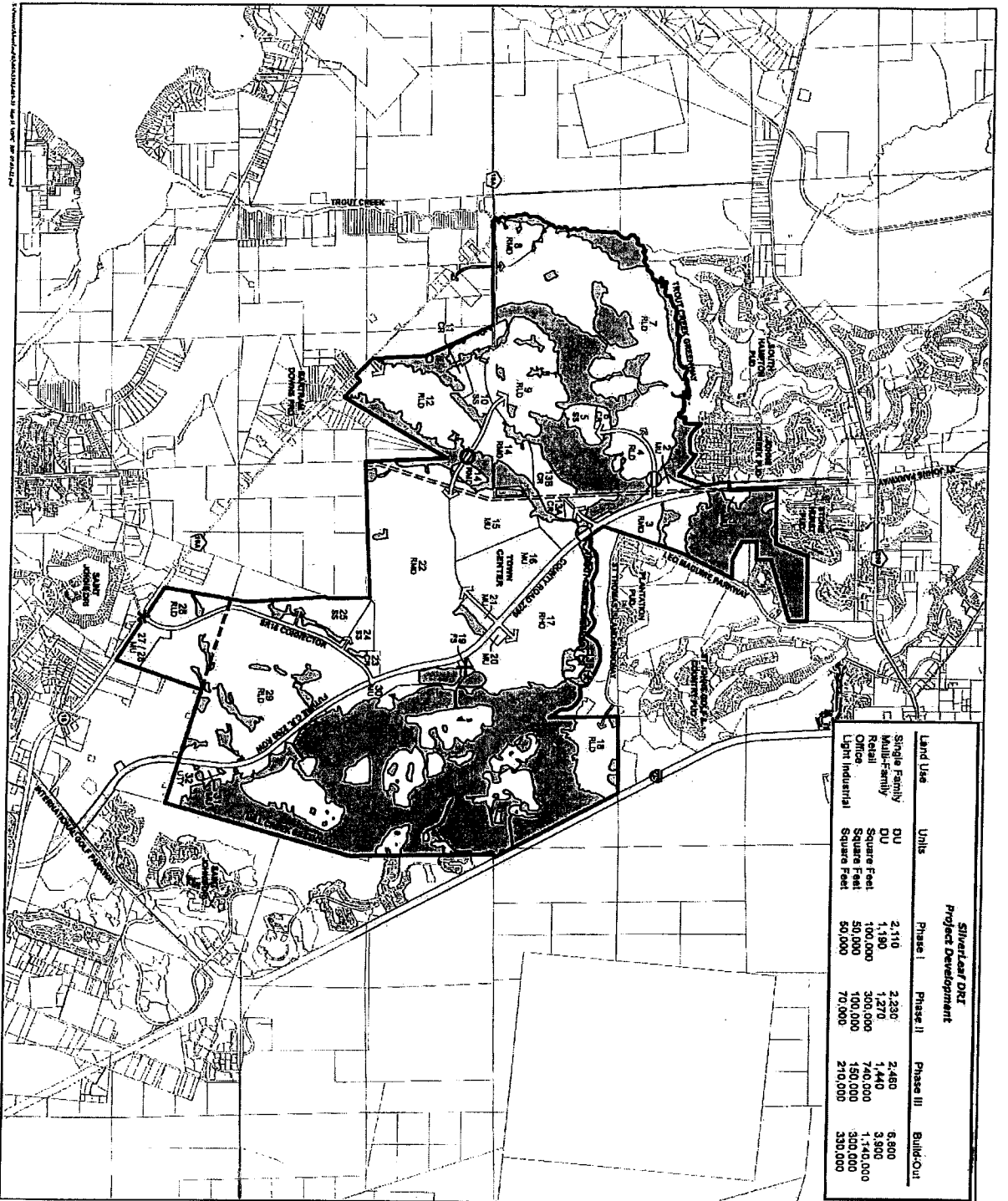
0 2,000 4,000 8,000
FEET

PROJECT TEAM

Whites Ford Timber, LLC - Owners
ETM Inc. - Engineers & Planners
Whittington Law, PLLC - Legal Counsel
Davidson Advisory Services Inc. - Real Estate Consultant
Kimley-Horn & Associates - Transportation Consultant
Carter Environmental Services - Environmental Consultant
L&G Environmental Solutions - Archeological/Historic Consultant
Robert M. Angus Associates, Inc. - Land Surveyors

Source: ETM, St. Johns County





Silverleaf DRT Project Development				
Land Use	Units	Phase I	Phase II	Phase III
Single Family	DU	2,310	2,230	2,460
Multi-Family	DU	1,190	1,270	1,440
Retail	Square Feet	100,000	300,000	740,000
Office	Square Feet	50,000	100,000	150,000
Light Industrial	Square Feet	50,000	70,000	270,000
				330,000



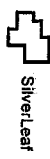
SILVERLEAF

NOTICE OF PROPOSED CHANGE

PROPOSED MAP H MASTER DEVELOPMENT PLAN

July 1, 2015

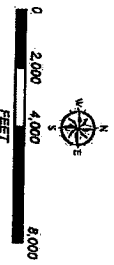
LEGEND



- MU - Mixed Use
- RLD - Residential Low Density
- RMD - Residential Medium Density
- RHD - Residential High Density
- SS - School Site
- CR - Community Recreation
- UTV - Utility
- Open Space / Wetlands
- Fire / EMS
- Wetlands
- Wetlands Crossing
- Roundabout
- Approx. former timber tram road

Note: The location, configuration, acreages and use on development parcels, roads, lakes, etc. are conceptual in nature and subject to further refinement upon submission of final development plans.

Note: The approximate location of the former timber tram road to the immediate north and south of the existing bridge will be a 15-foot Conservation Area with pedestrian access. An interpretive sign will be installed at the bridge crossing.



PROJECT TEAM

- Whites Ford Timber, LLC - Owners
- ETM Inc. - Engineers & Planners
- Whittington Law, PLLC - Legal Counsel
- Davison Advisory Services Inc. - Real Estate Consultant
- Kimley-Horn & Associates - Transportation Consultant
- Garter Environmental Services - Environmental Consultant
- LEG Environmental Solutions - Archaeological Historic Consultant
- Robert M. Angus Associates, Inc. - Land Surveyors

Source: ETM, St. Johns County

Exhibit 2

Exhibit 2

TABLE 10-1A - Land Use Equivalency Table

TO:	Single Family	Multi- Family	Age Restricted	Commercial	Office	Light Industrial
FROM:	(DU)	(DU)	(DU)	(sf)	(sf)	(sf)
Single Family (DU)	1	2.5562	3.6337	N/A	N/A	N/A
Multi-Family (DU)	0.3912	1	1.4217	N/A	N/A	N/A
Age Restricted (DU)	0.2752	0.7035	1	N/A	N/A	N/A
Commercial (sf)	N/A	N/A	N/A	1	1.3068	3.9929
Office (sf)	N/A	N/A	N/A	0.7652	1	3.0556
Light Industrial (sf)	N/A	N/A	N/A	0.2504	0.3273	1

Land Use	Net New External Trips	Quantity of Units (DU or SF)	Rate (trip/unit)
Single Family	4,876	6,800	0.7171
Multi-Family	1,094	3,900	0.2805
Age Restricted*	296	1,500	0.1973
Commercial	1,738	1,140,000	0.0015
Office	350	300,000	0.0012
Light Industrial	126	330,000	0.0004

*Net New PM Peak Hour trips for Senior Adult Housing (Land Use Code 251) calculated using the following criteria:
Regression equation from *ITE's Trip Generation Handbook*, 9th Edition

No pass-by considered

Internal capture was calculated using a weighted average of proposed residential uses which resulted in an internal capture rate of 13.92%.

Example: Convert 100 DU of Single Family to Multi-Family
 $100 \times 2.5562 = 255.62$
 100 Single Family Dwelling Units is equivalent to 256 Multi-Family Dwelling Units

Convert 50,000 sf of Office to Light Industrial
 $50,000 \times 3.0556 = 152,780$
 50,000 sf of Office is equivalent to 152,780 sf of Light Industrial

TABLE 10-1B - Minimum/Maximum Development Projections

Land Use	Units	Minimum	Maximum
Single Family	Dwelling Unit	5,000	8,000
Multi-Family (DU)	Dwelling Unit	1,000	6,200
Age Restricted	Dwelling Unit	0	3,000
Commercial	Square Feet	500,000	1,250,000
Office	Square Feet	150,000	1,500,000
Light Industrial	Square Feet	50,000	500,000

Exhibit 3

**TABLE 10-1
LAND USE BY PHASE**

Land Use	Units	Phase I 2005-March 24, 2020	Phase II 2020-March 24, 2025	Phase III 2025-March 24, 2030	Build Out March 24, 2031
Single Family (DU)	Units	2,110	2,230	2,460	6,800
Multi Family (DU)	Units	1,190	1,270	1,440	3,900
Retail (s.f.)	s.f.	100,000	300,000	740,000	1,140,000
Office (s.f.)	s.f.	50,000	100,000	150,000	300,000
Light Industrial	s.f.	50,000	70,000	210,000	330,000

¹ For purposes of phasing, single family and townhome residential units shall be accounted for as of the date of recording of a plat. Multi-family and non-residential development shall be accounted for as of the date of construction plan approval.

Exhibit 4

Stormwater Pollution Prevention Plan

[No Change]

Exhibit 5

Water Quality Monitoring Plan

[No Change]

Exhibit 6

Transportation Mitigation Plan

EXHIBIT 6 TRANSPORTATION MITIGATION PLAN

PHASE 1									
Roadway	Limits	Road Type	Length (mi)	Improvement	Cost per Mile FY 2012/2013	Construction Cost (C/M*1)	R/W (19%) (CC*0.19)	Engineering Cost (46%) [(CC+RW)*.46]	Total Project Cost in \$FY 12/13
Phase 1 Transportation Mitigation									
CR 2209	John's Creek Pkwy to Parcel 4 Access	Urban	1.54	Construct 4 Lanes - Urban	\$5,635,152	\$8,678,194	\$1,648,846	\$4,750,411	\$15,077,390
CR 2209	Parcel 4 Access to SR 16 Connector	Suburb	2.46	Construct 4 Lanes - Suburban	\$3,764,232	\$9,260,010	\$1,759,402	\$5,068,929	\$16,088,341
CR 2209 12' Multi-use Path	CR 210 to SR 16 Connector	Suburb	4.22	Upgrade S/W to 12' wide M/U Path	\$120,887	\$510,142	\$0	\$234,665	\$744,807
SR 16 Connector	CR 2209 to SR 16	Suburb	2.21	Construct 4 Lanes - Suburban	\$3,764,232	\$8,318,952	\$1,580,601	\$4,553,794	\$14,453,347
SR 16 Connector 12' Multi-use Path	CR 2209 to SR 16	Suburb	2.21	Upgrade S/W to 12' wide M/U	\$120,887	\$267,159	\$0	\$127,893	\$390,053
SR 16 Connector/CR 16A	Intersection	Suburb	N/A	Construct Roundabout	\$1,500,000	\$1,500,000	\$285,000	\$821,100	\$2,606,100
Right-of-way, Survey, Engineering, Permitting, Environmental Mitigation, and Drainage/Stormwater Treatment facilities*									\$29,168,840
Phase 1 Total									\$78,528,877

PHASE 2									
Roadway	Limits	Road Type		Improvement	Cost per Mile FY 2012/2013	Construction Cost (C/M*1)	R/W (19%) (CC*0.19)	Engineering Cost (46%) [(CC+RW)*.46]	Total Project Cost in \$FY 12/13
Phase 2 Transportation Mitigation									
Cash Contribution for IGP Connector (CR 2209)**									\$6,500,000
Phase 2 Total									\$6,500,000
Phase 1 & 2 Total									\$85,028,877

PHASE 3									
Roadway	Limits	Road Type		Improvement	Cost per Mile FY 2012/2013	Construction Cost (C/M*1)	R/W (19%) (CC*0.19)	Engineering Cost (46%) [(CC+RW)*.46]	Total Project Cost in \$FY 12/13
Phase 3 Transportation Mitigation									
Phase 3 Total									
Grand Total									\$85,028,877

* Includes additional right-of-way for widening CR 2209 from 4 to 6 lanes from CR 210 to SR 16 Connector (42.78 acres); right-of-way for IGP Connector as 6 lanes from SR 16 Connector to IGP (89.24 acres); engineering design, permitting, wetland mitigation, and drainage/stormwater treatment for widening of CR 2209 from 4 to 6 lanes from John's Creek Parkway to SR 16 Connector; engineering design, permitting, wetland mitigation, and drainage/stormwater treatment for IGP connector as 6 lanes.

** \$6,500,000 cash contribution to St. Johns County will be donated upon the earlier of building permits being issued for more than 100,000 s.f. of commercial uses or the sale of any portion of the Town Center for commercial use.

May 13, 2015

Exhibit 7

Integrated Pesticide/Nutrient Management Plan

SILVERLEAF DRI

INTEGRATED PESTICIDE/NUTRIENT MANAGEMENT PLAN

This Integrated Pesticide/Nutrient Management Plan (IPMP) has been designed to fulfill the following three principal objectives:

1. Maintain a balanced and healthy turf to maximize its natural resistance to disease;
2. Control turfgrass infestations below levels which necessitate widespread chemical treatments;
3. Progressively reduce dependence on chemicals through an ongoing turf monitoring and management program.

Beginning with golf construction and continuing through project build-out, this IPMP focuses primarily on the six basic and essential elements described below.

GOLF COURSE DEVELOPMENT: Follow construction strategies that take into account and provide for soil selectivity and conditioning, site shaping and contouring, erosion control, turfgrass suitability, opportunities for a variety of environmental enhancements.

CULTURAL PRACTICES: Maintain a healthy and luxuriant turf over golf areas, and in other lawn acreage throughout the golf course to minimize need for fertilizers, insecticides and other chemicals.

BIOLOGICAL PRACTICES: Minimize fairway play acreage; while establishing the most disease resistant turfgrasses; and utilize to the greatest possible extent native vegetation and roughs.

CHEMICALS: Apply chemical treatments only on an as-needed basis, and selectively use effective, non-persistent products that are formulated for local soils. Application instructions will be strictly followed, and care will be taken to avoid highly toxic pesticides and those that produce allergenic or otherwise objectionable aerosols.

RECORDS: Keep a daily log(s) to record all maintenance and improvement activity associated with the golf course. This would include repairs, modifications, and new construction; mowing and irrigation schedules; and particulars (labels) on fertilizers, conditioners, and pesticide applications (personnel, compound, purpose, date, time, ambient weather, rate, precautions and procedures). Also, comply with the sampling submittal, and record-keeping requirements of permitting and regulatory agencies.

UPGRADING: Provide a framework for effective and efficient operations, and review and evaluate features needed to make measurable improvements in the plan as experience and technology may dictate.

GOLF COURSE DEVELOPMENT

At the completion of final grading, soil analysis will be conducted to determine soil fertility and other properties essential for successful seeding and germination. It is anticipated that there will be some requirements for lime, fertilizers, and perhaps other soil conditioners. Until a grass cover is

established, erosion will be controlled through the use of filter fabric, mulches, and hay bales, and in some cases, sodding with Bermuda or Bahia grasses.

The irrigation system will be completely automated.

CULTURAL PRACTICES

Cultural practices involve all of the various procedures directed toward the maintenance of healthy turf grasses and associated landscaping. The key to healthy turf is intensive, daily care. This includes cutting with sharp blades and accurately adjusted mowers, together with a comprehensive inspection for incipient problems. Grass that is infrequently cut, cut too short, or cut by dull blades becomes weakened and susceptible to disease and weeds.

Such techniques as verti-cutting, thatching, aeration, topdressing, frequent soil testing, timely fertilization, and other positive practices help keep a high quality turf without the excessive use of toxic chemicals.

The importance of a sound irrigation system cannot be overemphasized for good turf and landscape management practices. Golf course configuration will be designed around automated controls that can be operated on the basis of on-site weather data, as well as specific requirements associated with a variety of tasks such as fertilization, overseeding, and the like. This system includes a frequent and rigid inspection and maintenance program to avoid mechanical failures, and to insure adequate coverages at calculated flow rates. The precautions should essentially eliminate flooding from "blowouts," nutrient losses by leaching or puddling or "burn-outs" from lack of water.

BIOLOGICAL PRACTICES

Biologically, the first and most important Best Management Practice (BMP) is the selection of appropriate, site specific grasses and landscaping vegetation. Turf grasses will vary by golf course areas depending on their characteristics relative to play requirements on tees, fairways, roughs, collars, fringes, and greens. Three varieties of Bermuda grass will be provided on fairways (T-419), tees (T-328), and greens (Tif-dwarf). For the most part, on-site trees and shrubs will be transplanted where there are plans to create landscaping and vegetative focal points. Elsewhere, the landscape will be selected from lists of hardy and attractive species that are beneficial to both resident and migratory wildlife.

Also, biological agents will be used, as they become available, to counteract turf and landscaping problems that would otherwise require control by chemical means. To the extent possible, this type of control can be achieved to some degree by nurturing the beneficial insects and microbes that normally occur under the conditions conducive to plant nematodes to keep the crickets in check. Findings from golf courses in Florida suggest that the use of these worms alone can significantly reduce the incidences of serious mole cricket infestations.

CHEMICALS

In spite of every effort to adhere to BMP's, each category of pests may have to be controlled by chemicals at one time or another. The rationale in the use of chemical controls is to apply minimal

amounts, as necessary, to prevent the type of large-scale infestations that can only be eradicated through massive chemical treatment. In this regard, the general guidelines for pesticide usage have been summarized below.

The only pesticides used will be those having a half-life of 70 days, or less. Also, considerations will be given to their N-octanol/water partition coefficients, lethal dose coefficients, and their solubility properties. As noted above, current soil analyses will be used to determine soil-pesticide interaction ratings as issued by both the USDA and the Institute for Food and Agricultural Sciences (IFAS) at the University of Florida. In each fiscal year, listings of chemicals and application rates and schedules will be prepared and submitted to regulatory agencies upon request.

In the case of each pest, threshold tolerance levels will be recorded and updated. Naturally, this number will vary on the type of infestation, turf condition, and course location. For example, healthy turf is more likely than poor turf to withstand a moderate infestation by the white grub. Similarly, more pest damage can be accepted in fairways than on tees and greens.

The timing of pesticide applications is a critical factor in reducing the overall need for chemical use. Even though our objective will be to maintain effective control by the use of spot-treatments and good course conditioning, there will be times when the broad application of a particular pesticide is required. One such occasion, for example, might be in early summer, when dosing the entire course for mole cricket larvae could alleviate the need for frequent and stronger applications throughout the warm-weather season. Through this type of understanding, the principal goal of the chemical program is to maximize pest control while minimizing the use of toxic substances.

Chemical will not be stored within 200 feet of a wetland or water body, unless secondary containment is provided. Further, BMPs will be used for chemical handling, chemical transferring and chemical applications.

Qualified supervision and conscientious oversight are keys to the success of the chemical usage program. Therefore, a careful selection will be made to fill the position of superintendent for the golf course and grounds. This person must be well schooled in horticulture and turf sciences, and must be state licensed to handle and distribute the pesticides. Experience will be another very important consideration in this choice. The particulars concerning pesticide storage and anticipated use are described in the attached exhibit.

RECORDS

Record keeping is ultimately the most important and a valuable component of this IPMP. In this way, daily log entries will provide a long-term database regarding chemical development, and justification of effective pest control methodologies. Furthermore, this database will provide essential information for accounting and inventory control, water quality monitoring tasks, and for reviews by local, state and federal regulatory agencies.

UPGRADING

In the recent past, turf management, horticulture, and integrated pest management have become academic disciplines based upon a growing foundation of scientific inquiry. In the construction of the golf course, we intend at the outset, to benefit from all applicable information that is now available

in these areas. Thereafter, over the long term, every effort will be made to continuously upgrade our own experience and implementations, and through our respective professional affiliations.

RECORD KEEPING

Record keeping is the ingredient tying the IPMP together and maximizing its efficiency. There are two aspects to record keeping:

- History of pest problems, including when and where, probable cause, treatment tried, results, and any other factor (such as weather) which may be relevant.
- Daily record of pesticides/fertilizers applied, including concentrations, methods of application, operator, reason (cyclical, preventative, problem area, etc.) weather conditions, and total quantities applied.

The forms used to record the information can be tailored to the golf course superintendent's preference; however, it should be remembered that they will be important for a number of different applications, including:

- The superintendent will use them for problem solving, scheduling and purchasing and inventory control.
- The internal and external accountants will use them for financial statement preparation and inventory control.
- The external auditor responsible for monitoring water quality will use them for determining testing parameters and analyzing test results.
- Local, state and federal officials will use them to monitor adherence to overall governmental standards as well as compliance with specific development orders, or other permitting requirements.

STORAGE

- All chemicals will be stored separate from any fertilizer or fuels.
- The storage building will be self-contained to prevent contamination of the ground and ground water in the case of container failure.
- With the increasing number of golf courses, this area is experiencing many more suppliers. Therefore, it is not necessary to stock large quantities of chemicals. It is anticipated this building will be in the range of 100-150 square feet and the products will be used or returned to the supplier by the end of each season.

EDITOR'S NOTE

Exhibit 8 was inadvertently left out of the BCC Agenda Package. This copy is being provided in the file materials as a convenience to the reader.

**SILVERLEAF SCHOOL PROPORTIONATE SHARE PAYMENT
AND SCHOOL SITING AGREEMENT AND TERMINATION OF
MEMORANDUM OF AGREEMENT**

THIS SILVERLEAF SCHOOL PROPORTIONATE SHARE PAYMENT AND SCHOOL SITING AGREEMENT AND TERMINATION OF MEMORANDUM OF AGREEMENT ("Agreement") is entered into by and between White's Ford Timber, LLC (the "SilverLeaf Owner") and the School Board of St. Johns County, Florida (the "School Board") (collectively, the "Parties"), as of August 24, 2015.

RECITALS:

A. The SilverLeaf Owner is the owner of the land within the SilverLeaf Plantation Development of Regional Impact (the "SilverLeaf DRI") located in northwest St. Johns County. The SilverLeaf DRI Development Order (the "DRI/DO") was approved by the St. Johns County Board of County Commissioners (the "County Commissioners") on March 20, 2006, pursuant to Resolution No. 2006-65. The SilverLeaf Owner filed for a Notice of Proposed Change on April 2nd, 2014 (the "NOPC"), which is pending.

B. The SilverLeaf DRI is proposed to be developed on the real property described in the DRI/DO as modified by the NOPC and as depicted on Map H of the NOPC, a copy of which is attached as Exhibit A to this Agreement (the "SilverLeaf Property").

C. The School Board has adopted school facility mitigation formulas in conjunction with St. Johns County (the "County"); requiring all new residential proposals in the County to comply with development review criteria for school facility impact mitigation. An increase in the number of proposed residential units or a change in the school mitigation requires school facility impact mitigation review.

D. The SilverLeaf DRI will generate 10,700 residential units. Using a formula of 0.59 students per single family unit and 0.22 per multi-family units, the SilverLeaf DRI is projected to generate 4,870 K-12 students. Taking into account the value of the land donation described in Recital E, the proportionate share per residential unit is \$8,771.32, for a total of \$93,853,124 in proportionate share mitigation ("Proportionate Share Mitigation").

E. The SilverLeaf Owner and the School Board agree that the SilverLeaf Owner will also provide one hundred and seventy-five (175) acres as shown on Exhibit A for school sites that will be needed within the SilverLeaf DRI to accommodate the influx of school children anticipated to occur from the SilverLeaf DRI to avoid adverse impacts to existing school facilities (individually, "School Site"; plural or collectively, as context dictates, "School Sites").

F. The purpose of this Agreement is to set forth the terms and conditions upon which the SilverLeaf Owner shall donate funds and certain land within the SilverLeaf DRI for construction of the schools for the School Sites, as Proportionate Share Mitigation for the SilverLeaf DRI impacts on K-12 educational facilities under the control of the School Board.

G. The School Board entered into a Memorandum of Understanding ("MOU") with the then-developers and applicants for the SilverLeaf DRI on January 1, 2008. This Agreement supplants, substitutes, and replaces the MOU.

NOW THEREFORE, in consideration of the mutual undertakings set forth in this agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Recitals. The Recitals above are true and correct and are incorporated into this Agreement.

2. Legally Binding Commitment. This Agreement constitutes a legally binding commitment by the SilverLeaf Owner to provide Proportionate Share Mitigation as a condition of development of the residential units in the SilverLeaf DRI.

3. Proportionate Share Mitigation. The payments set forth in paragraph 4 below and School Site Conveyance set forth in paragraph 5 below together constitute Proportionate Share Mitigation that mitigates the K-12 schools facilities impacts of the SilverLeaf DRI as stated in Recital D of this Agreement.

4. Proportionate Share Mitigation Payments. The Proportionate Share Mitigation as set forth in Recital D shall be paid as follows:

a. Each applicant for residential subdivision or residential multifamily construction plan approval shall pay per single family lot or multifamily unit a sum at the time of, and as a condition for the issuance by the County of, approval of such residential construction plans based on the following formula: (i.) \$8,771.32 minus (ii.) the amount of then-current County school impact fee applicable to each residential lot or unit. This payment shall not be required for development of 55-year and older age restricted communities with 30-year deed restrictions consistent with Volusia County v. Aberdeen, 764 So.2d 126 (Fla. 2000) ("Age-Restricted Development") provided that the developer or a third-party purchaser has provided the School Board a copy of the recorded covenants complying with this paragraph and that the School Board has confirmed that compliance.

b. Each applicant for a building permit to construct a residential unit shall pay the then-applicable school impact fee for each residential unit at the time school impact fees are required to be paid under the then current County impact fee ordinance; and

c. Once and if school impact fees adopted by the County meet or exceed \$8,771.32 per residential dwelling unit, the payment described in Section 4(a) will no longer be required but the payments described in Section 4(b) shall continue, until the entire

Proportionate Share Mitigation due under Recital D based on the School Board's formula shall have been paid.

d. The Parties acknowledge that this Agreement addresses solely the SilverLeaf DRI's Proportionate Share Mitigation obligations pursuant to the School Board's formula. Notwithstanding anything in this Agreement tying payment amounts and timing to impact fees imposed by the County, this Agreement does not purport in any way to limit the County's impact fee authority, including the County's authority to impose impact fees in units within the SilverLeaf DRI. Specifically, subparagraph 4.a. establishes a payment formula based on the applicable school impact fee. It does not constitute or include an impact fee credit. The impact fee payments due under subparagraphs 4.b. and c. shall be the entire impact fee applicable under the then current County ordinance as set forth in those subparagraphs 4.b. and c. The SilverLeaf Owner waives impact fee credits to enable this formula to be exclusively utilized.

5. School Site Conveyance. The School Board acknowledges that provision of the School Sites as shown on Exhibit A reasonably allows the School Board to construct educational facilities to allow the School Board to serve the K-12 students to be generated by the SilverLeaf DRI.

6. Drainage and Detention. Each School Site conveyance shall include a drainage easement to allow an outfall into the SilverLeaf drainage system.

7. Access, Utilities, and Timing of School Site Conveyances.

a. School Sites.

(i) The School Sites depicted as Parcels 24 and 25 on Exhibit A shall be conveyed to the School Board in conjunction with development of Parcel 29 as depicted on Exhibit A. To provide motor vehicular, bicycle and pedestrian access the two School Sites' boundaries shall extend to the right of way of the SR 16 Connector at the two points of access depicted on Exhibit B. The developer of Parcel 29 shall also provide water, sewer, electricity, and any other utilities serving Parcel 29 within or adjacent to the right of way of the SR 16 Connector. The timing of construction and completion of the SR 16 Connector shall be as set forth in Special Condition 24(a) of the SilverLeaf DRI/DO ("SC-24(a)"). School sites 24 and 25 shall be conveyed to the School Board within 90 days after a request by the School Board any time after commencement of construction of County Road 2209 and the SR 16 Connector in connection with SC-24(a).

(ii) The School Site depicted as Parcel 5 on Exhibit A shall be conveyed to the School Board in conjunction with development of Parcel 4 as depicted on Exhibit A. The developer of Parcel 4 shall construct the road through Parcel 4 and shall provide motor vehicular, bicycle and pedestrian access, water, sewer, electricity, and any other utilities serving Parcel 4 at the boundary of Parcel 4 and Parcel 5. Construction plans for the horizontal development of Parcel 4 shall include plans for the road, water, sewer, electricity and any other utilities to the boundary of the Parcel 5 school site. Conveyance of the Parcel 5 school site shall occur within 90 days of acceptance by St. Johns County of the horizontal

improvements within Parcel 4 (subject to the School Board's acceptance of the deed to the Parcel 5 school site).

(iii) The School Site depicted as Parcel 10 on Exhibit A shall be conveyed to the School Board in conjunction with development of Parcel 12 as depicted on Exhibit A. The developer of Parcel 12 shall construct the road past Parcel 12 to Parcel 10 and shall provide motor vehicular, bicycle and pedestrian access, water, sewer, and electricity and any other utilities serving Parcel 12 within the right of way of the road adjacent to Parcel 10 as depicted on Exhibit A. Construction plans for the horizontal development of Parcel 12 shall include plans for the road, water, sewer, electricity and any other utilities to the boundary of the Parcel 12 school site. Conveyance of the Parcel 10 school site shall occur within 90 days of acceptance by St. Johns County of the horizontal improvements within Parcel 12 (subject to the School Board's acceptance of the deed to the Parcel 10 school site).

b. Frontage and Buffer. Without limiting subparagraph 7.a. requirements for access and utilities, each School Site shall be provided with adequate frontage on rights-of-way to avoid the requirement for any license or easement connecting the School Site and the adjacent right-of-way across property that will, after the respective School Site's conveyance, be owned by the SilverLeaf Owner, Successor, or any person or entity other than the School Board, including but not limited to license or easement for drainage, utilities, or access of any kind. The respective developer of each of Parcels 29, 4 and 12 shall preserve or provide opaque planted buffer of not less than ten (10) feet depth for each of the School Sites associated with those respective Parcels 29, 4 and 12 on the side(s) of any such School Site that is or are located adjacent to any collector or arterial road right-of-way.

c. Time of the Essence. Each School Site shall be provided along with contemporaneous vehicular and pedestrian access that meets the unilateral, reasonable requirements of the School Board for that School Site.

d. Reasonable Right of Reconfiguration or Relocation. The Parties acknowledge that they rely on planned but not confirmed School Site access, none of which is within the ultimate and unconditional control of either Party. If access as actually approved to any of the School Sites listed in subparagraph 7.a. renders a School Site inadequate in the sole, reasonable discretion of the School Board, whether due to impaired access or impact on the site, or to the utility or functionality of the School Site, the Parties shall cooperate to either reconfigure or relocate that School Site. The School Board shall notify SilverLeaf Owner of the School Board's decision that a School Site is inadequate as soon as practicable, to maximize the opportunity to reconfigure or move. Conversely, the SilverLeaf Owner shall promptly notify the School Board of any material modifications or elimination of access to any School Site. Time is of the essence in this subparagraph, to minimize the Parties' inconvenience as a result of changes to configurations or locations.

8. Terms of Conveyances. All School Sites to be conveyed shall all be conveyed to the School Board free and clear of all liens and encumbrances, except reasonable covenants and restrictions limiting use of the property for school purposes and

reasonable reciprocal easements for drainage and utilities. All School Sites will be conveyed to the School Board free of charge as part of the required mitigation for the SilverLeaf DRI. The grantor shall pay the documentary stamps to be affixed to the deeds of conveyance. The School District shall have the right to obtain title insurance at its expense.

9. Effective Date. This Agreement shall become effective upon the latter execution by both of the Parties ("Effective Date").

10. Recording and Covenant Running With Title. This Agreement shall be recorded in the public records of St. Johns County. The obligation to make the monetary payments described in Section 4 as a condition to residential development within the SilverLeaf DRI constitutes a covenant running with title to land within the SilverLeaf DRI that may be developed with residential units. Any portion of the land conveyed to a third party subject to a deed restriction prohibiting its development for residential units or for Age-Restricted Development shall be released from the provisions of Section 4 of this Agreement provided the School Board is a third party beneficiary of the deed restriction. The obligation to convey school sites described in Sections 5, 7 and 8 of this Agreement constitutes a covenant running with title to Parcel 29 (as to the School Sites described in Section 7.a. (i)); Parcels 4 and 7 (as to the School Site described in Section 7.a. (ii)); and Parcel 12 (as to the School Site described in Section 7.a. (iii)). The School Board shall provide recordable releases of specific legally described portions of the SilverLeaf Property that meet the criteria for release set forth in this Section 10 at the request of the owner of such property (the "Releases"). The School Board shall provide recordable satisfaction of specific legally described portions of the SilverLeaf Property for which the applicable monetary obligation or School Site conveyance obligation has been met (singular, "Satisfaction, plural "Satisfactions") upon request of the developer or successor to the developer who provides evidence of meeting the conditions to any such satisfaction to the School Board. The Parties agree to cooperate in good faith to issue and secure the Releases and Satisfactions in a timely manner. Accordingly, upon the request of the SilverLeaf Owner, the School Board's approval of the Releases and Satisfactions shall be placed on the agenda of the next regularly scheduled meeting of the School Board and the executed documents shall be placed in escrow with the School Board's attorney and shall be released upon satisfaction of the criteria for the Releases and Satisfactions set forth in this Section 10.

11. MOU. Upon the Effective Date of this Agreement, the MOU shall be terminated by the terms of this paragraph 11.

12. Integration. No modification, amendment, or release of the terms or conditions contained herein shall be effective unless contained in a written document executed by the SilverLeaf Owner, or the then owner(s) of the portion of the SilverLeaf DRI Property affected by such modification, amendment, or release, and the School Board.

13. Venue and Controlling Law. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Court of the Seventh Judicial

Circuit of St. Johns County, Florida, and shall be governed by the laws of the State of Florida.

14. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

15. Incorporation. All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

16. Further Assurances. The parties shall execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and shall perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

17. Counterparts. This Agreement may be executed in two (2) counterparts, each of which may be deemed to be an original. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties of this Agreement. Facsimile copies shall be deemed originals.

18. Enforcement. Each party to this Agreement shall have all remedies available at law or in equity. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

~~IN WITNESS WHEREOF~~, the parties have caused this document to be executed by their duly authorized officers on the day and year set forth above.

[SIGNATURES ON FOLLOWING PAGES]

SCHOOL BOARD

Signed, witnessed, executed and acknowledged on this 14th day of July, 2015.

WITNESSES:

**SCHOOL BOARD OF ST. JOHNS
COUNTY, FLORIDA**

Muel L. Culledge
Xidri Moody
(Please print)

By: Beverly Slough, Chair
Beverly Slough
(Please print)

ATTEST:

By: Joseph G. Joyner, Superintendent of Schools
Joseph G. Joyner, Ed.D.
(Please print)

SILVERLEAF OWNER

Signed, witnessed, executed and acknowledged on this 24th day of August, 2015.

WITNESSES:

WHITE'S FORD TIMBER, LLC

By: Hutson Management, Inc.

emily barnes

Emily Barnes
(Please print)

By:

John G. Metcalf
John G. Metcalf
(Please print)

Its: Vice President

STATE OF Florida)

COUNTY OF St. Johns)

The foregoing instruction was acknowledged before me this 24th day of August, 2015, by John G Metcalf as Vice President of Hutson Management, Inc., the manager of White's Ford Timber, LLC, who (☒) is personally known to me or (☐) has produced a valid driver's license as identification.



emily ruth barnes
Notary Public
Emily Ruth Barnes
(Name of notary, typed/stamped/printed)
My commission number: FF 230775
My commission expires: May 14, 2019

Exhibit "A"



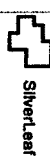
SILVERLEAF

NOTICE OF PROPOSED CHANGE

PROPOSED MAP H MASTER DEVELOPMENT PLAN

April 28, 2015

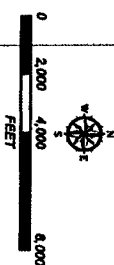
LEGEND



- Town Center / Mixed Use
- Mixed Use
- Residential Low Density
- Residential Medium Density
- Residential High Density
- School Site
- Community / Recreation
- Utility
- Open Space / Wetlands
- Open Space / Wetlands
- Felt / EMS
- Wildlife Underpass
- Wildlife Crossing
- * Roundabout
- ◆ Approx. former bridge from road

Note: The location, configuration, easements and use on development parcels, roads, above, etc., are conceptual in nature and subject to further refinement upon administration of this development plan.

Note: The approximate location of the former bridge from road to the immediate north and south of the existing bridge shall be a Historic Conservation Area with protection status. An interpretive sign will be installed at the bridge crossing.



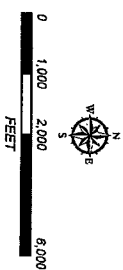
PROJECT TEAM

- Whites Ford Timber, LLC - Owners
- ETM Inc. - Engineers & Planners
- Whitington Law, PLLC - Legal Counsel
- Dawson Advisory Services Inc. - Real Estate Consultant
- Kimley-Horn & Associates - Transportation Consultant
- Carver Environmental Services - Environmental Consultant
- IG2 Environmental Solutions - Archeological/Historic Consultant
- Robert M. Angus Associates, Inc. - Land Surveyors

Source: ETM, St. Johns County



Initial Improvements Within Proposed First Coast Expressway



**'Alignment of Proposed First Coast Expressway
per FDOT Right of Way Map State Road No 23
Rev. Date 3/16/2018**

1. CR 18A relocation and associated drainage/ditches.
2. Collector road and associated drainage/ditches.
3. Drainage improvements, Temporary ditch by Silverleaf, culverts by FDOT.
4. Drainage improvements, Temporary ditch by Silverleaf, culverts by FDOT.
5. CR 2208 and associated drainage/ditches.
6. Drainage improvements, Temporary ditch by Silverleaf, culverts by FDOT.