

(13)

* RET: JOYCE BRADLEY

CS-07-26

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, made this 11th day of December, 2006, by and between **Bristol Nassau, L.L.C.**, a Florida Corporation, its heirs, successors, or assigns, (the "Developer") and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County").

WHEREAS, the Developer owns approximately 34.77 acres which are described in Exhibit A attached hereto (The "Oaks at Bristol Property"); and

WHEREAS, the Oaks at Bristol Property is proposed for a total of 51 single-family detached dwelling units and is zoned Residential Single Family (RS-1) and on the FLUM is designated as Medium Density Residential (MDR); and

WHEREAS, the County has determined, pursuant to Ordinance 99-06, as amended, that the Developer cannot receive a Certificate of Concurrence and has provided the Developer with a Concurrence Deferral Letter dated July 17, 2006 and modified on October 27, 2006; and

WHEREAS, the County has determined that additional improvements are required on Road segment 52 on Chester Road from S.R. 200/A1A to Pages Dairy Road; and

WHEREAS, as a result of negotiations with County representatives, the Developer voluntarily agrees to the terms of this Agreement:

Public Facility Schedule

The following public facilities will serve the development proposed for the Property through the ~~five~~ ^{ten (10)} years of the Development Agreement to ~~2011~~ ²⁰¹⁶.

REC 1/2.00
** This document is being re-recorded to revise the terms of the agreement from five years to ten years and to revise the time frame for utilization of the developer's contribution from five years to ten years, as authorized by the Board of County Commissioners of Nassau County on December 11, 2006.

- (1) Potable Water and Sanitary Sewer – JEA will provide adequate water and wastewater services to the Proposed Oaks at Bristol Development.
- (2) Solid Waste – The County owns and operates the County's landfill. It will have sufficient space to accommodate the solid waste generated by the development of the Property through 2019.
- (3) Drainage – Developer shall provide drainage in accordance with the St. Johns River Water Management District and the County regulations.
- (4) Education – The School District reports the schools in the County's southern section, in which the Property is located, will have space to accommodate the pupils generated by the development on the Property.
- (5) Parks – Through 2010, the County plans for recreation acreage, both active and passive, to meet the adopted Level of Service Standards. The Proposed Development generates 1.95 acres of demand for recreational land. Upon submission of Proposed Development's site application to the Growth Management Department, compliance with the Level of Service will be monitored.
- 6) Health Systems and Facilities – The County projects that it will have sufficient hospital beds through 2011.

WHEREAS, Developer seeks concurrency approval for the Proposed Development consisting of a total of 51 single-family detached dwelling units, subject to the conditions precedent as set forth in Paragraph 2 herein; and

WHEREAS, the County deems it to be in the public interest to provide concurrency based upon the negotiations

that result in a benefit for transportation deficiencies within the development impact area; and

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

WHEREAS, the "Act" authorizes agreements for up to ten (10) years which can be considered for an extension upon a showing of cause at a public hearing; and

WHEREAS, such Development Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning and reduces the costs of development.

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

1) The foregoing statements are true and correct and incorporated herein by reference as Findings of fact.

2) **Purpose, Conditions Precedent to Development.** The

purpose of this Development Agreement is as follows:

To authorize any owner of the Property to construct any portion or all of the Proposed Development at any time

during the term of this Agreement subject to the following conditions ("Conditions Precedent"):

a) The payment of \$109,886.34 which shall be paid no later than five (5) days after the Board of County Commissioners' approval of this Agreement. This dollar amount is based on both the proportionate Fair Share Formula, found in the State of Florida, Department of Transportation's, Model Ordinance for Proportionate Fair Share Mitigation of Development Impacts on Transportation Corridors, Final Edition, February 14, 2006, and the formula found in Nassau County Ordinance No. 2001-36, Section 4 which is:

$$\text{Developer's Share (A)} = B/C \times D$$

where the Developer's share (A) shall equal those PM peak hour trips from the development that have triggered a deficiency in a roadway segment per the County's Concurrency Management System (B), divided by the increase in peak hour capacity created by the proposed improvement to be constructed on the impacted road segment (C), multiplied by the total cost of the proposed road improvements (D). The Oaks at Bristol project will generate a total of forty-four (44) failing PM Peak Hour trips on road segment 52 on Chester Road from S.R. 200/A1A to Pages Dairy Road, which will cause this road segment to operate below the adopted level of service standard as set forth in Nassau County's Comprehensive Plan. By widening Chester Road from a two (2) lane to a (four) 4 lane urban section, an additional one thousand one hundred and thirty (1130) trip capacity will be added. The total cost of this construction, calculated in present dollars by Nassau County's Engineering Consultant, CH2M Hill, is two million, eight hundred and twenty-two thousand, eighty-one dollars (\$2,822,081.00). This results in the following:

44/1130 x \$2,822,081.00 = \$109,886.34

b) The County shall utilize the \$109,886.34 as and for transportation related expenditures for projects within the impacted area. The impacted area includes Chester Road from S.R.200/A1A to Pages Dairy Road and Pages Dairy Road or any other road that would improve the traffic flow on Road Segment 52 (Chester Road from S.R.200/A1A to Pages Dairy Road.) Said monies plus any interest shall be expended within ~~five~~ ^{ten (10)} (5) years of the date of collection. If not utilized the funds plus interest shall be refunded to the Developer.

3) **Developer Obligations and Consideration.** Developer hereby covenants and agrees to the following commitments, which are necessary to properly provide for impacts caused by the above referenced development:

- a) Any wetlands system as mapped on the Future Land Use Map and as validated by the St. Johns River Water Management District shall be protected by establishing a buffer pursuant to the Land Development Regulations in effect at the time the plat is recorded. Other jurisdictional wetlands on the Property will be protected in accordance with the requirements of the St. Johns River Water Management District.
- b) Developer shall obtain all permits necessary to develop the Property and shall comply with all rules, regulations, laws and other requirements governing development of the Property.
- c) Developer shall be subject to all County Ordinances and regulations.

4) County Obligations.

d) By executing this Development Agreement, the County hereby issues to the Oaks at Bristol Developer, its heirs, successors or assigns, authority to take action and proceed with the construction of a total of 51 single-family detached dwelling units contingent upon meeting the Conditions.

This Agreement is made and granted pursuant to Florida Statutes, Sections 163.3220-163.3243, and is effective through the ~~fifth (5th)~~ **tenth (10th)** anniversary of the effective date of this agreement, or within any applicable extension of this Agreement issued or agreed to by the County. Provided however, this Agreement should not be construed to and does not exempt the Developer from any obligation to pay impact fees imposed by the County.

e) Except as provided herein, the County shall not impose any further conditions upon the use of capacity or vested rights issued hereunder unless any such conditions are determined by the Board of County Commissioners of the County to be essential to protect the health, safety and welfare of the County.

5) Extension of Agreement: Subsequent Changes to Concurrency Ordinance. The County may extend the duration of this Agreement after conducting a public hearing in the manner specified in Section 163.3225, Florida Statutes, as it may be amended from time to time. If the County modifies its land development regulations or any other regulation subsequent to the execution of this Agreement, no such modification shall be applied in a manner that operates to prevent development of the Property as would be permitted by this Agreement hereunder in its entirety under the County's land use regulations in effect as of

the date of the execution of this Agreement. Further, nothing in this section shall be deemed to constitute a waiver of the applicant's right to contest application of any building code, zoning ordinance or other land development regulations as applied to this development under the State of Florida or United States Constitutions.

6) **Necessity to Obtain Permits.** Developer hereby acknowledges their obligation to obtain all necessary local development permits, which may be needed for development of the Property. The failure of this Agreement to address any particular permit, condition, term or restriction applicable to the development of the property shall not relieve Developer, or any successors or assigns, of the necessity of complying with Federal, State, and local-permitting requirements, conditions, terms or restrictions as may be applicable.

7) **Agreement Consistent with Comprehensive Plan and Florida Statutes 163.3180.** The County hereby acknowledges and agrees that (i) the development contemplated by the Development Agreement is consistent with the County's Comprehensive Plan and Land Development Regulations and (ii) that the County's Comprehensive Plan is in compliance with the State of Florida's Comprehensive Plan.

8) **Remedies and Monitoring.**

f) Developer will secure the following permits (the "Permits"), if needed, including, but not limited to:

- St. Johns River Water Management District - Environmental Resource Permit
- Nassau County - Building Permit
- Nassau County - Site Work Permit

- Final Development Plans, Final Plat and Construction Plans for Phases as applicable
 - Nassau County Certificate of Concurrency for water, sewer, drainage, parks, Solid Waste and Health Systems and Facilities.
- g) The County may apply subsequently adopted regulations and policies to the Proposed Development only upon meeting the requirements of Section 163.3233, Florida Statutes.
- h) Beginning one (1) year after the Effective Date of this Agreement as defined in Paragraph 15, herein, Developer shall independently provide to the County a written and accurate status report acceptable to the County, which shall include all information necessary for the County to conduct its periodic review in compliance with the requirements of Section 163.3235, Florida Statutes, and applicable rules. Said report shall include, but not be limited to, a description of the development activity during the preceding year and data sufficient to establish compliance with the terms and conditions of this Agreement. This report may contain the monitoring information set forth in Section 8 herein above.
- i) Developer will pay all costs related to providing notice and advertising this Agreement under Section 163.3225, Florida Statutes, and the cost of recording this Agreement.
- j) Within fourteen (14) days after the County executes this Development Agreement, the County shall record it with the Clerk of Circuit Court.

(9) **Binding Effect**. The burdens of this Development Agreement shall be binding upon, and the benefits of this

Agreement shall inure to, all successors in interest to the parties to this Agreement.

(10) Applicable Law: Jurisdiction of Venue. This Development Agreement, and the rights and obligations of the County and Developers hereunder, shall be governed by, construed under, and enforced in accordance with the Laws of the State of Florida. This Agreement may be enforced as provided in Section 163.3243, Florida Statutes. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Nassau County, Florida. If any provision of this Development Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Development Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Development Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restriction that must be satisfied to complete the development contemplated by this Agreement shall not relieve Developer or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions.

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

12) Exhibits. All exhibits attached hereto contain additional terms of this Development Agreement and are incorporated herein by reference.

13) **Captions or Paragraph Headings.** Captions or paragraph headings contained in this Development Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Development Agreement, nor the intent of any provision hereof.

14) **Counterparts.** This Development Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Development Agreement.

15) **Effective Date; Duration of Agreement.** This Agreement shall become effective after it has been recorded in the public records of Nassau County, Florida and thirty (30) days after it is received by the Florida Department of Community Affairs (the "Effective Date"). This Development Agreement shall remain in effect until the earlier of the following dates:

(i) The date on which the construction is complete on the Exhibit A Property; or

(ii) The ~~five--(5th)~~ ^{ten (10th)} anniversary of the Effective Date, unless otherwise extended or terminated as provided for herein or in the Act.

This development Agreement may be terminated by mutual consent of the parties. The maximum period of this Agreement shall be ~~five--(5)~~ ^{ten (10)} years unless extended pursuant to Paragraph 5 as set forth above.

16) **Amendment.** This Development Agreement may be amended by mutual consent of the parties so long as the amendment meets the requirements of the Act.

- 17) **Duration of Permits.** Developer acknowledges that this Agreement does not extend the duration of any other permits or approvals.
- 18) **Further Assurances.** Each of the parties hereto agrees to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Development Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Development Agreement, the parties hereby declare their intentions to cooperate with each other in effecting the terms of this Development Agreement and to coordinate the performance of their respective obligations under the terms of this Development Agreement.
- 19) **Notices.** Any notices or reports required by this Development Agreement shall be sent to the following:
- For the County: *Douglas Seaman*
Director of Engineering Services
for Nassau County, Florida
96161 Nassau Place
Yulee, Florida 32097
- For Developer: Daniel I. McCranie, Jr.
Member
Bristol Nassau, L.L.C.
86002 Christian Way
Yulee, Fl 32097
- 20) **Benefits to County.** The County hereby acknowledges and agrees that this Agreement substantially benefits the County in carrying out its Comprehensive Plan objectives and its Capital Improvements Program to provide certainty in planning

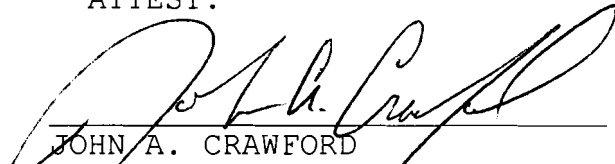
and scheduling traffic improvements to serve not only the residents of this development but all the citizens of Nassau County.

Passed and Duly adopted by the Board of County Commissioners of Nassau County, Florida this 11th day of December, 2006 .

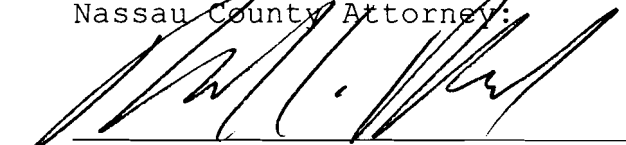
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


THOMAS D. BRANAN, JR.
Its: Chairman

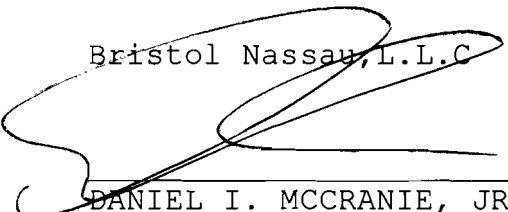
ATTEST:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLIN

IN WITNESS WHEREOF, Developer has executed this Agreement in counterparts, each of which shall be deemed an original, the day and year first above written.

Bristol Nassau, L.L.C.

DANIEL I. MCCRANIE, JR.
Member

MANZIE & DRAKE LAND SURVEYING

Michael A. Manzie, P.L.S. • Vernon N. Drake, P.S.M. • Frank L. Bowen, P.S.M.

LEGAL DESCRIPTION

PREPARED FOR DAN McCRANIE

PARCEL "A" (PROPOSED BRISTOL SUBDIVISION LESS LOT 34)

MARCH 24, 2006

A PARCEL OF LAND LYING IN AND BEING A PART OF LOTS 1, 2 AND 3 OF THE COOK SURVEY, RECORDED IN PLAT BOOK 1, PAGE 24 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, TOGETHER WITH A PART OF LOTS 9, 10 AND 12 AS SHOWN ON MAP OF THE TOWN OF CHESTER, KNOWN AS THIGPEN SURVEY, RECORDED IN DEED BOOK 39, PAGE 356 OF SAID PUBLIC RECORDS LYING IN SECTIONS 43 AND 48, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 49, SAID CORNER BEING COMMON TO SECTIONS 43, 44, 48 AND 49, OF SAID TOWNSHIP 3 NORTH, RANGE 28 EAST; FROM SAID POINT OF COMMENCEMENT, THENCE RUN SOUTH 75°50'40" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 49, A DISTANCE OF 222.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF LOFTON-CHESTER ROAD (A 66-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 07°10'05" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 548.73 FEET TO AN ANGLE POINT; THENCE NORTH 07°29'05" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2360.00 FEET TO THE SOUTHWEST CORNER OF LOT 20 OF CHESTER MEADOWS, UNIT ONE, AN UNRECORDED SUBDIVISION AND THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN THENCE NORTH 07°26'12" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 299.82 FEET TO THE NORTHWEST CORNER OF LOT 21 OF SAID CHESTER MEADOWS; THENCE SOUTH 82°30'44" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 21, A DISTANCE OF 290.45 FEET, TO THE NORTHEAST CORNER OF SAID LOT 21; THENCE NORTH 07°27'28" EAST, A DISTANCE OF 633.44 FEET; THENCE SOUTH 82°34'59" EAST, A DISTANCE OF 893.81 FEET TO THE EASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 714, PAGES 50 THROUGH 52 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 08°02'59" EAST, ALONG THE EASTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 713.64 FEET; THENCE SOUTH 85°46'13" WEST, A DISTANCE OF 479.82 FEET; THENCE SOUTH 53°34'08" WEST, A DISTANCE OF 202.75 FEET; THENCE NORTH 82°32'32" WEST, A DISTANCE OF 278.63 FEET; THENCE SOUTH 07°27'28" WEST, A DISTANCE OF 418.14 FEET; THENCE SOUTH 82°32'32" EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 07°14'03" WEST, A DISTANCE OF 170.02 FEET; THENCE SOUTH 80°47'00" EAST, A DISTANCE OF 568.20 FEET; THENCE NORTH 81°58'14" EAST, A DISTANCE OF 404.73 FEET TO THE EASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 714, PAGES 50 THROUGH 52 AFOREMENTIONED; THENCE SOUTH 08°02'59" EAST, ALONG THE EASTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 213.49 FEET; THENCE SOUTH 32°12'16" WEST, A DISTANCE OF 267.36 FEET, TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 528, PAGES 750 AND 751 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 80°47'00" WEST, ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 1234.37 FEET TO THE EASTERLY LINE OF THE AFOREMENTIONED CHESTER MEADOWS, UNIT ONE; THENCE NORTH 07°27'28" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 899.56 FEET TO THE SOUTHEAST CORNER OF THE AFORESAID LOT 20, THENCE NORTH 82°30'44" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 20, A DISTANCE OF 290.34 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF LOFTON-CHESTER ROAD AND THE POINT OF BEGINNING.

SAID PARCEL BEING SUBJECT TO DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 231, PAGE 657 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

SAID PARCEL BEING SUBJECT TO A FLORIDA POWER & LIGHT COMPANY EASEMENT IN OFFICIAL RECORDS BOOK 647, PAGE 1225 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

CONTAINING 34.77 ACRES, MORE OR LESS

Mark G. Hill

MARK G. HILL, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5879
JOB NO. 18565

117 SOUTH 9TH STREET, FERNANDINA BEACH, FL 32034

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