

RESOLUTION NO. 2022- 127

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA CONSTITUTING THE SEVENTH AMENDMENT TO THE TRIBUTARY DEVELOPMENT OF REGIONAL IMPACT (DRI) (F/K/A THE THREE RIVERS DRI); AMENDING RESOLUTION 2006-126, AS AMENDED BY RESOLUTION 2008-77; AS AMENDED BY RESOLUTION 2012-93A; AS AMENDED BY RESOLUTION 2015-64; AS AMENDED BY RESOLUTION 2018-122; AS AMENDED BY RESOLUTION 2019-14; AS AMENDED BY RESOLUTION 2021-172; CHANGING THE NAME OF THE DRI; MODIFYING THE PHASING SCHEDULE DATES, BUILD-OUT DATE, EXPIRATION DATE AND DOWNZONING PROTECTION DATE; MODIFYING SPECIAL CONDITION 29 REGARDING EDUCATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 28, 2006, Nassau County adopted Resolution No. 2006-126 constituting the development order (Development Order) for the Three Rivers Development of Regional Impact (DRI) (n/k/a The Tributary DRI); and

WHEREAS, on February 25, 2008, Nassau County adopted Resolution 2008-77, constituting the first amendment of Development Order for the Tributary DRI; and

WHEREAS, on June 25, 2012, Nassau County adopted Resolution 2012-93A, constituting the second amendment of Development Order for the Tributary DRI; and

WHEREAS, on April 27, 2015, Nassau County adopted Resolution 2015-64, constituting the third amendment of Development Order for the Tributary DRI; and

WHEREAS, on October 22, 2018, Nassau County adopted Resolution 2018-122, constituting the fourth amendment of Development Order for the Tributary DRI; and

WHEREAS, on February 11, 2019, Nassau County adopted Resolution 2019-14, constituting the fifth amendment of Development Order for the Tributary DRI; and

WHEREAS, on August 23, 2021, Nassau County adopted Resolution 2021-172, constituting the sixth amendment of Development Order for the Tributary DRI; and

WHEREAS, on December 20, 2021, the Developer of Tributary, Three Rivers Developers, LLC, through Emily G. Pierce, Esq., filed a modification to the Development Order pursuant to Section 380.06, Florida Statutes, and

WHEREAS, the Board of County Commissioners has reviewed the said amendment, conducted a public hearing on June 13, 2022 at which all parties were afforded the opportunity to present evidence and testimony on this matter, and any member of the public requesting to do so was given an opportunity to present written or oral communications consistent with the adopted rules of procedure; and

WHEREAS, public notice of said hearing was provided in accordance with Section 380.06, Florida Statutes, and Chapter 125, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA:

SECTION 1. FINDINGS

The Board of County Commissioners finds that the changes set forth in the NOPC dated December 20, 2021 do not conflict with the remaining terms and conditions of the DRI and are generally consistent with the goals, objectives and policies of the Nassau County Comprehensive Plan.

SECTION 2. AMENDMENT

The Three Rivers DRI Development Order is hereby amended, subject to the following terms and conditions, restated in full:

1. The name of the development is hereby amended from “Three Rivers Development of Regional Impact” to “Tributary Development of Regional Impact”.
2. The Land Use Totals table found in General Condition 2 is hereby amended as follows:

Type	Phase 1 2008- June 30, 2026 July 14, 2028	Phase 2 2022- June 30, 2034 July 14, 2033	Total
Retail	200,000 s.f.	300,000 s.f.	500,000 s.f.
Industrial	50,000 s.f.	200,000 s.f.	250,000 s.f.
Dry Storage	300 slips	0 slips	300 slips
Office	0 s.f.	50,000 s.f.	50,000 s.f.
Residential	1,400 units	1,800 units	3,200 units

The remainder of General Condition 2 will remain unchanged.

3. General Conditions 3 and 6 are hereby amended as follows:

General Condition 3. Build-out and Expiration of DRI. The build-out date for all development is ~~February 17, 2032~~ March 4, 2034. The DRI termination and DRI Development Order expiration dates are established as ~~February 17, 2037~~ March 4, 2039. Any extension of the DRI build-out, termination or expiration dates shall be governed by the provisions of Section 380.06. F.S. (~~2018~~ 2021), as amended from time to time. The foregoing notwithstanding, the time periods stated above and the phasing periods shall be tolled during the period of any appeal pursuant to the Nassau County Land Development ~~Regulations~~ Code, or during the pendency of any administrative or judicial proceedings relating to development permits.

General Condition 6. Downzoning Protection. The ~~Three Rivers Tributary~~ DRI as approved in this Development Order shall not be subject to downzoning or reduction of approved land uses before ~~February 17, 2032~~ March 4, 2034 unless the Developer consents to such change or Nassau County demonstrates that substantial changes in the conditions underlying the approval of this Development Order have occurred, or that the Development Order was based on substantially inaccurate information provided by the Developer, or that the changes clearly established by Nassau County are essential to the public health, safety and welfare.

4. Special Condition 29 is hereby amended as follows:

Special Condition 29. Education. Special Condition 29: **Education.** The Developer shall convey approximately twenty seven and one-half (27 ½) acres of developable land free of any environmental burdens located within hurricane evacuation zone C or higher for the purpose of constructing a school. In the event there are wetlands on the site, Developer shall mitigate and eliminate the wetlands at no cost to the School Board. Developer will provide a metes and bounds survey and title insurance to the School Board. Developer has also provided the School Board with an environmental site assessment prepared by Aerostar SES LLC concluding that there are no recognized, observed, or known environmental conditions, activities, or sites located in the vicinity of the subject property which would pose a hazard, risk or liability to the proposed site. All utilities shall be available at the boundary of the site. The final site location will be mutually agreed upon between the Developer and the School Board. The site will be located as generally shown on Map H, attached hereto as Exhibit 1. The site shall be donated within thirty (30) days of the School Board's request for donation. Excess dirt from development of the site shall be the property of Developer. The site shall be deemed to have a value of \$825,000.

~~The Developer agrees to pay the School Board the greater of either \$3,727 per each residential unit (single family home or multifamily unit) or the current Educational Facilities impact fee; which fee will be paid prior to the issuance of a building permit consistent with Section 7.01 of the Ordinance 2016-02, Nassau County, or any such successor Impact Fee system as may be adopted by Nassau County from time to time. This fee shall be paid for every residential unit constructed within the Three Rivers DRI, regardless of whether said unit is designated as age restricted.~~

The Developer agrees to pay the School Board the then effective Educational Facilities Impact Fee, which fee will be paid as to a residential unit prior to the issuance of such building permit consistent with Section 7.01 of the Ordinance 2016-02, Nassau County, or any such successor Impact Fee system as may be adopted by Nassau County from time to time. Developer may construct up to 750 age-restricted residential units within the Three Rivers DRI, which will be exempt from Educational Facilities Impact Fees, provided that such units are subject to recorded covenants and restrictions that include language substantially similar to the language attached hereto as Exhibit 2. If Developer constructs more than 750 age-restricted residential units, Educational Facilities Impact Fees shall be due for each such additional age-restricted residential unit as if the unit were not age-restricted.

SECTION 3. EXISTING DEVELOPMENT ORDER

All terms and conditions of the existing Three Rivers DRI Development Order as amended remain in full force and effect except as specifically amended by Section 2 of this Resolution.

SECTION 4. RECORDATION AND RENDITION

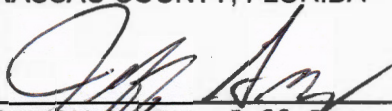
A copy of this Resolution shall be recorded in the Public Records of Nassau County. Nassau County will render a recorded copy of this Seventh Amendment of the Development Order to the Developer.

SECTION 5. EFFECTIVE DATE:

This Resolution shall become effective upon adoption.

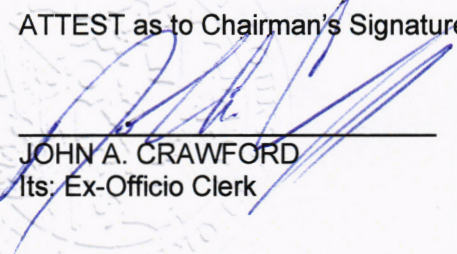
PASSED and ENACTED this 13th day of June, 2022.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



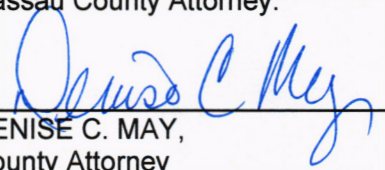
AARON C. BELL Jeff Gray
Its: Chairman Vice Chairman

ATTEST as to Chairman's Signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney:



DENISE C. MAY,
County Attorney

W


Nassau County Planning and Economic Opportunity Department
Attn: Doug McDowell, Planner
96161 Nassau Place
Yulee, Florida 32097

**NOTIFICATION OF A PROPOSED CHANGE/AMENDMENT TO A PREVIOUSLY
APPROVED DEVELOPMENT OF REGIONAL IMPACT (DRI)
SUBSECTION 380.06(7), FLORIDA STATUTES**

Subsection 380.06(7), Florida Statutes, requires that submittal of a proposed change to a previously approved DRI be made to the local government.

1. I, Emily Pierce, the undersigned authorized representative of Three Rivers Developers, LLC (the "Developer"), hereby give notice of a proposed change to a previously approved Development of Regional Impact in accordance with Subsection 380.06(7), Florida Statutes. In support thereof, I submit the following information concerning the Tributary development (f/k/a the Three Rivers development), which information is true and correct to the best of my knowledge.

12/20/2021
Date


Signature

2. Applicant (name, address, phone).

Three Rivers Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256

3. Authorized Agent (name, address, phone).

Emily G. Pierce, Esq.
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207
(904) 398-3911

4. Location (City, County, Township/Range/Section) of approved DRI and proposed change.

A portion of Section 11, Township 2 North, Range 26 East, Nassau County, Florida

5. Provide a complete description of the proposed change. Include any proposed changes to the plan of development, phasing, additional lands, commencement date, build-out date, development order conditions and requirements, or to the representations contained in either the development order or the Application for Development Approval.

A. Three Rivers Developers, LLC, a Delaware limited liability company (the "Developer"), is the master developer for what is now known as the Tributary DRI (f/k/a the Three Rivers DRI). The Developer has changed the name of the development, has recently extended the phasing schedules dates, build-out date, expiration date and downzoning protection date pursuant to Section 252.363, Florida Statutes, and has entered into a Second Amended Memorandum of Understanding with the Nassau County School Board. Therefore, the Developer is proposing the following changes:

- A change in the name of the DRI from the Three Rivers Development of Regional Impact to the Tributary Development of Regional Impact.
- An update to General Conditions 2, 3 and 6 to reflect the updated phasing schedule, build-out and expiration dates, and the downzoning protection date based upon statutory extensions which have been utilized/granted since the last change to the DRI adopted pursuant to Ordinance 2021-172.
- In conjunction with the Nassau County School Board, Developer is proposing a modification to Special Condition 29 of the DO based upon the Second Amended Memorandum of Understanding ("MOU") entered into by the parties on June 24, 2021, which MOU revises the educational impact fees payments.

B. All proposed revisions/modifications are shown in blue and underlined and deletions are shown in red and are ~~struck-through~~. The dates shown as the current dates reflect all statutory extensions granted pursuant to Section 252.363, Florida Statutes. All other conditions will remain the unchanged.

C. The Developer is proposing to change the name of the development from the ~~Three Rivers Development of Regional Impact~~ to the Tributary Development of Regional Impact.

D. The Developer is proposing to delete the Land Use Totals table found in General Condition 2 to reflect the revised phasing dates as:

Land Use Totals. The DRI may be developed with the following improvements:

Type	Phase 1 2008- June 30, 2026 <u>July 14,</u> <u>2028</u>	Phase 2 2022- June 30, 2031 <u>July 14,</u> <u>2033</u>	Total
Retail	200,000 s.f.	300,000 s.f.	500,000 s.f.
Industrial	50,000 s.f.	200,000 s.f.	250,000 s.f.
Dry Storage	300 slips	0 slips	300 slips
Office	0 s.f.	50,000 s.f.	50,000 s.f.
Residential	1,400 units	1,800 units	3,200 units

The remainder of General Condition 2 will remain unchanged.

E. The Developer is proposing to revise General Conditions 3 and 6 as shown:

General Condition 3. **Build-out and Expiration of DRI.** The build-out date for all development is ~~February 17, 2032~~ March 4, 2034. The DRI termination and DRI Development Order expiration dates are established as ~~February 17, 2037~~ March 4, 2034. Any extension of the DRI build-out, termination or expiration dates shall be governed by the provisions of Section 380.06, F.S. (~~2018~~ 2021), as amended from time to time. The foregoing notwithstanding, the time periods stated above and the phasing periods shall be tolled during the period of any appeal pursuant to the Nassau County Land Development Regulations Code, or during the pendency of any administrative or judicial proceedings relating to development permits.

General Condition 6. **Downzoning Protection.** The ~~Three Rivers~~ Tributary DRI as approved in this Development Order shall not be subject to downzoning or reduction of approved land uses before ~~February 17, 2032~~ March 4, 2034 unless the Developer consents to such change or Nassau County demonstrates that substantial changes in the conditions underlying the approval of this Development Order have occurred, or that the Development Order was based on substantially inaccurate information provided by the Developer, or that the changes clearly established by Nassau County are essential to the public health, safety and welfare.

The deadlines set forth in General Conditions 2, 3 and 6 have been extended based upon the most recent statutory extensions notice sent to the County on September 3, 2021.

F. The Developer is proposing to delete the second paragraph of Special Condition 29. **Education** in its entirety and to replace it as follows:

Special Condition 29. **Education.** The Developer shall convey approximately twenty seven and one-half (27 ½) acres of developable land free of any environmental burdens located within hurricane evacuation zone C or higher for the purpose of constructing a school. In the event there are wetlands on the site, Developer shall mitigate and eliminate the wetlands at no cost to the School Board. Developer will provide a metes and bounds survey and title insurance to the School Board. Developer has also provided the School Board with an environmental site assessment prepared by Aerostar SES LLC concluding that there are no recognized, observed, or known environmental conditions, activities, or sites located in the vicinity of the subject property which would pose a hazard, risk or liability to the proposed site. All utilities shall be available at the boundary of the site. The final site location will be mutually agreed upon between the Developer and the School Board. The site will be located as generally shown on Map H, attached hereto as Exhibit 1. The site shall be donated within thirty (30) days of the School Board's request for donation. Excess dirt from development of the site shall be the property of Developer. The site shall be deemed to have a value of \$825,000.

~~The Developer agrees to pay the School Board the greater of either \$3,727 per each residential unit (single family home or multifamily unit) or the current Educational Facilities impact fee; which fee will be paid prior to the issuance of a building permit consistent with Section 7.01 of the Ordinance 2016-02, Nassau County, or any such successor Impact Fee system as may be adopted by Nassau County from time to time. This fee shall be paid for every residential unit constructed within the Three Rivers DRI, regardless of whether said unit is designated as age restricted.~~

The Developer agrees to pay the School Board the then effective Educational Facilities Impact Fee, which fee will be paid as to a residential unit prior to the issuance of such building permit consistent with Section 7.01 of the Ordinance 2016-02, Nassau County, or any such successor Impact Fee system as may be adopted by Nassau County from time to time. Developer may construct up to 750 age-restricted residential units within the Three Rivers DRI, which will be exempt from Educational Facilities Impact Fees, provided that such units are subject to recorded covenants and restrictions that include language substantially similar to the language attached hereto as Exhibit 2. If Developer constructs more than 750 age-restricted residential units, Educational Facilities Impact Fees shall be due for each such additional age-restricted residential unit as if the unit were not age-restricted.

6. **List all the dates and resolution numbers (or other appropriate identification numbers) of all modifications or amendments to the originally approved DRI development order that have been adopted by the local government, and provide a brief description of the previous changes (i.e., any information not already addressed in the Substantial Deviation Determination Chart). Has there been a change in local government jurisdiction for any portion of the development since the last approval or development order was issued? If so, has the annexing local government adopted a new DRI development order for the project?**
 - A. Resolution 2006-126, approved the Three Rivers DRI effective August 28, 2006 (Nassau County).
 - B. Resolution 2008-77 amends the land use exchange table by changing the minimum and maximum allowable land use, changes the developer of record to a successor corporation and amends the recreation and open space provisions.

- C. Resolution 2012-93A removes 2.30 acres from the DRI and amends the legal description.
 - D. October 9, 2012 letter from Doug McDowell to Michael Mullin granting both a two (2) extension and a four (4) year extension of all commencement, phasing, buildout and expiration dates for the DRI.
 - E. Resolution 2015-64 amends the Special Condition 24, the transportation proportionate share calculation and mitigation plan in accordance with Section 163.3180(5)(h), Fla. Stat.
 - F. November 8, 2016 letter acknowledged by Doug McDowell on November 8, 2016, extending the phasing, build-out, termination and downzoning protection dates.
 - G. April 14, 2017, letter acknowledged by Doug McDowell on August 18, 2017 extending the phasing, build-out, termination and downzoning protection dates.
 - H. Resolution 2018-122 amends the DRI to remove 56.17 acres from the DRI.
 - I. Resolution 2019-14 amends the DRI to modify the phasing, build-out, termination and downzoning protection dates, modifies Map H and modifies Speciation Condition 29, the education provisions.
 - J. September 13, 2019 letter acknowledged by Doug McDowell on January 9, 2020 extending the phasing, build-out, termination and downzoning protection dates.
 - K. November 9, 2020 letter sent to Thad Crowe extending the phasing, build-out, termination and downzoning protection dates.
 - L. Resolution 2021-172 amends the DRI to modify the phasing, build-out, termination and downzoning protection dates, changes the name of the DRI from the Three Rivers DRI to the Tributary DRI, modifies Map H, and modifies Special Condition 27 regarding fire protection.
 - M. September 3, 2021 letter sent to Thad Crowe extending the phasing, build-out, termination and downzoning protection dates.
- 7. Describe any lands purchased or optioned within 1/4 mile of the original DRI site subsequent to the original approval or issuance of the DRI development order. Identify such land, its size, intended use, and adjacent non-project land uses within ½ mile on a project master site plan or other map.**

No lands have been purchased or optioned within ¼ mile of the original DRI site subsequent to

the original approval or issuance of the DRI development order.

- 8. Does the proposed change result in a change to the buildout date or any phasing date of the project? If so, indicate the proposed new buildout or phasing dates.**

No. However, as set forth above certain extensions have been utilized/granted since the previous amendment to the DO so those revised dates are set forth above.

- 9. Will the proposed change require an amendment to the local government comprehensive plan?**

No. The proposed change does not require an amendment to the Nassau County Comprehensive Plan.

Provide the following for incorporation into such an amended development order, pursuant to Subsections 380.06 (4)¹, F.S., and 73-40.025, Florida Administrative Code:

- 10. An updated master site plan or other map of the development portraying and distinguishing the proposed changes to the previously approved DRI or development order conditions.**

No changes to Map H are being proposed.

- 11. Pursuant to Subsection 380.06, F.S., include the precise language that is being proposed to be deleted or added as an amendment to the development order. This language should address and quantify:**

- a. All proposed specific changes to the nature, phasing, and build-out date of the development; to development order conditions and requirements; to commitments and representations in the Application for Development Approval; to the acreage attributable to each described proposed change of land use, open space, areas for preservation, green belts; to structures or to other improvements including locations, square footage, number of units; and other major characteristics or components of the proposed change;**

Please see the enclosed proposed Development Order.

- b. An updated legal description of the property, if any project acreage is/has been added or deleted to the previously approved plan of development;**

¹ Section 380.06(15) was renumbered as 380.06(4) pursuant to CS/CS/HB 1151 adopted by the 2018 Florida Legislature.

There are no changes to the legal description.

- c. **A proposed amended development order deadline for commencing physical development of the proposed changes, if applicable;**

Please see the enclosed proposed Development Order which reflects the revised build-out date and phasing dates.

- d. **A proposed amended development order termination date that reasonably reflects the time required to complete the development;**

Please see the enclosed proposed Development Order which reflects the revised termination date required to complete the development.

- e. **A proposed amended development order date until which the local government agrees that the changes to the DRI shall not be subject to down-zoning, unit density reduction, or intensity reduction, if applicable; and**

Please see the enclosed proposed Development Order which reflects the revised development order date until which the local government agrees that the changes to the DRI shall not be subject to downzoning, unit density reduction, or intensity reduction.

EXHIBIT "A"

PROPOSED DEVELOPMENT ORDER

RESOLUTION NO. 2022-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA CONSTITUTING THE SEVENTH AMENDMENT TO THE TRIBUTARY DEVELOPMENT OF REGIONAL IMPACT (DRI) (F/K/A THE THREE RIVERS DRI); AMENDING RESOLUTION 2006-126, AS AMENDED BY RESOLUTION 2008-77; AS AMENDED BY RESOLUTION 2012-93A; AS AMENDED BY RESOLUTION 2015-64; AS AMENDED BY RESOLUTION 2018-122; AS AMENDED BY RESOLUTION 2019-14; AS AMENDED BY RESOLUTION 2021-172; CHANGING THE NAME OF THE DRI; MODIFYING THE PHASING SCHEDULE DATES, BUILD-OUT DATE, EXPIRATION DATE AND DOWNZONING PROTECTION DATE; MODIYING SPECIAL CONDITION 29 REGARDING EDUCATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 28, 2006, Nassau County adopted Resolution No. 2006-126 constituting the development order (Development Order) for the Three Rivers Development of Regional Impact (DRI) (n/k/a The Tributary DRI); and

WHEREAS, on February 25, 2008, Nassau County adopted Resolution 2008-77, constituting the first amendment of Development Order for the Tributary DRI; and

WHEREAS, on June 25, 2012, Nassau County adopted Resolution 2012-93A, constituting the second amendment of Development Order for the Tributary DRI; and

WHEREAS, on April 27, 2015, Nassau County adopted Resolution 2015-64, constituting the third amendment of Development Order for the Tributary DRI; and

WHEREAS, on October 22, 2018, Nassau County adopted Resolution 2018-122, constituting the fourth amendment of Development Order for the Tributary DRI; and

WHEREAS, on February 11, 2019, Nassau County adopted Resolution 2019-14, constituting the fifth amendment of Development Order for the Tributary DRI; and

WHEREAS, on August 23, 2021, Nassau County adopted Resolution 2021-172, constituting the sixth amendment of Development Order for the Tributary DRI; and

WHEREAS, on December 20, 2021 the Developer of the Tributary, Three Rivers Developers, LLC, through Emily G. Pierce, Esq., filed a modification to the Development Order pursuant to Section 380.06, Florida Statutes, and

WHEREAS, the Board of County Commissioners has reviewed the said amendment, conducted a public hearing on _____, 2022 at which all parties were afforded the opportunity to present

evidence and testimony on this matter, and any member of the public requesting to do so was given an opportunity to present written or oral communications consistent with the adopted rules of procedure; and

WHEREAS, public notice of said hearing was provided in accordance with Section 380.06, Florida Statutes, and Chapter 125, Florida Statutes.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Nassau County, Florida, that the Three Rivers DRI is hereby amended, subject to the following terms and conditions, restated in full:

GENERAL CONDITIONS

1. The Three Rivers Development of Regional Impact development order is hereby amended by this Resolution to change the name to the Tributary Development of Regional Impact, General Conditions 2, 3 and 6 are being updated as set forth below, and Special Condition 29 is being deleted in its entirety and being replaced as set forth below. Unless specifically amended by this Resolution, all other terms and conditions of Resolution 2006-126, as amended by Resolutions 2008-77, 2012-93A, 2015-64, 2019-14 and 2021-172 and the attachments incorporated by reference thereto remain in full force and effect.
2. The Findings of Fact and Conclusions of Law stated in Resolution 2006-126, as amended, remain true and correct and are restated as if fully set forth herein.
3. The Nassau County Board of County Commissioners has reviewed the proposed changes to the Tributary Development of Regional Impact development order and has determined that the changes proposed to the Tributary DRI by this seventh amendment, as conditioned herein, are consistent with the Nassau County Comprehensive Plan and Land Development Code.
4. The name of the development is now the Tributary Development of Regional Impact (the "Tributary DRI").
5. The Land Use Totals table found in General Condition 2 is modified to reflect the new phasing schedule dates as follows:

Land Use Totals. The DRI may be developed with the following improvements:

Type	Phase I 2008-July 14, 2028	Phase II 2022-July 14, 2033	Total
Retail	200,000 s.f.	300,000 s.f.	500,000 s.f.
Industrial	50,000 s.f.	200,000 s.f.	250,000 s.f.
Dry Storage	300 slips	0 slips	300 slips
Office	0 s.f.	50,000 s.f.	50,000 s.f.
Residential	1,400 units	1,800 units	3,200 units

The remainder of General Condition 2 will remain unchanged.

6. General Conditions 3 and 6 are deleted in their entirety and replaced as follows to reflect revised build-out, expiration and downzoning protection dates as shown:

General Condition 3: Build-out and Expiration of DRI. The build-out date for all development is March 4, 2034. The DRI termination and DRI Development Order expiration dates are established as March 4, 2039. Any extension of the DRI build-out, termination or expiration dates shall be governed by the provisions of Section 380.06, F.S. (2021), as amended from time to time. The foregoing notwithstanding, the time periods stated above and the phasing periods shall be tolled during the period of any appeal pursuant to the Nassau County Land Development Code, or during the pendency of any administrative or judicial proceedings relating to development permits.

General Condition 6: Downzoning Protection. The Tributary DRI as approved in this Development Order shall not be subject to downzoning or reduction of approved land uses before March 4, 2034 unless the Developer consents to such change or Nassau County demonstrates that substantial changes in the conditions underlying the approval of this Development Order have occurred, or that the Development Order was based on substantially inaccurate information provided by the Developer, or that the changes clearly established by Nassau County are essential to the public health, safety and welfare.

7. Paragraph 2 of Special Condition 29. **Education** is amended to read:

Special Condition 29: **Education**. The Developer shall convey approximately twenty seven and one-half (27 ½) acres of developable land free of any environmental burdens located within hurricane evacuation zone C or higher for the purpose of constructing a school. In the event there are wetlands on the site, Developer shall mitigate and eliminate the wetlands at no cost to the School Board. Developer will provide a metes and bounds survey and title insurance to the School Board. Developer has also provided the School Board with an environmental site assessment prepared by Aerostar SES LLC concluding that there are no recognized, observed, or known environmental conditions, activities, or sites located in the vicinity of the subject property which would pose a hazard, risk or liability to the proposed site. All utilities shall be available at the boundary of the site. The final site location will be mutually agreed upon between the Developer and the School Board. The site will be located as generally shown on Map H, attached hereto as Exhibit 1. The site shall be donated within thirty (30) days of the School Board's request for donation. Excess dirt from development of the site shall be the property of Developer. The site shall be deemed to have a value of \$825,000.

~~The Developer agrees to pay the School Board the greater of either \$3,727 per each residential unit (single family home or multifamily unit) or the current Educational Facilities impact fee; which fee will be paid prior to the issuance of a building permit consistent with Section 7.01 of the Ordinance 2016-02, Nassau County, or any such successor Impact Fee system as may be adopted by Nassau County from time to time. This fee shall be paid for every residential unit constructed within the Three Rivers DRI, regardless of whether said unit is designated as age restricted.~~

The Developer agrees to pay the School Board the then effective Educational Facilities Impact Fee, which fee will be paid as to a residential unit prior to the issuance of such building permit consistent with Section 7.01 of the Ordinance 2016-02, Nassau County, or any such successor Impact Fee system as may be adopted by Nassau County from time to time. Developer may construct up to 750 age-restricted residential units within the Three Rivers DRI, which will be exempt from Educational Facilities Impact Fees, provided that such units are subject to recorded

covenants and restrictions that include language substantially similar to the language attached hereto as Exhibit 2. If Developer constructs more than 750 age-restricted residential units, Educational Facilities Impact Fees shall be due for each such additional age-restricted residential unit as if the unit were not age-restricted.

8. Except as amended hereby, Resolution 2006-126, as amended, shall remain in full force and effect, binding in accordance with its terms on all parties thereto. This amended Development Order shall take precedence over any of the applicable provisions of previous development orders which are in conflict therewith.
9. Nassau County will render a copy of this Seventh Amendment to the Development Order to the Developer.

PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, THIS ____ DAY OF _____, 2022.

BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA

AARON C. BELL
CHAIRMAN

ATTEST AS TO CHAIRMAN'S SIGNATURE:

JOHN A. CRAWFORD
EX-OFFICIO CLERK

Approved as to form by the Nassau County Attorney:

DENISE C. MAY

EXHIBIT 1

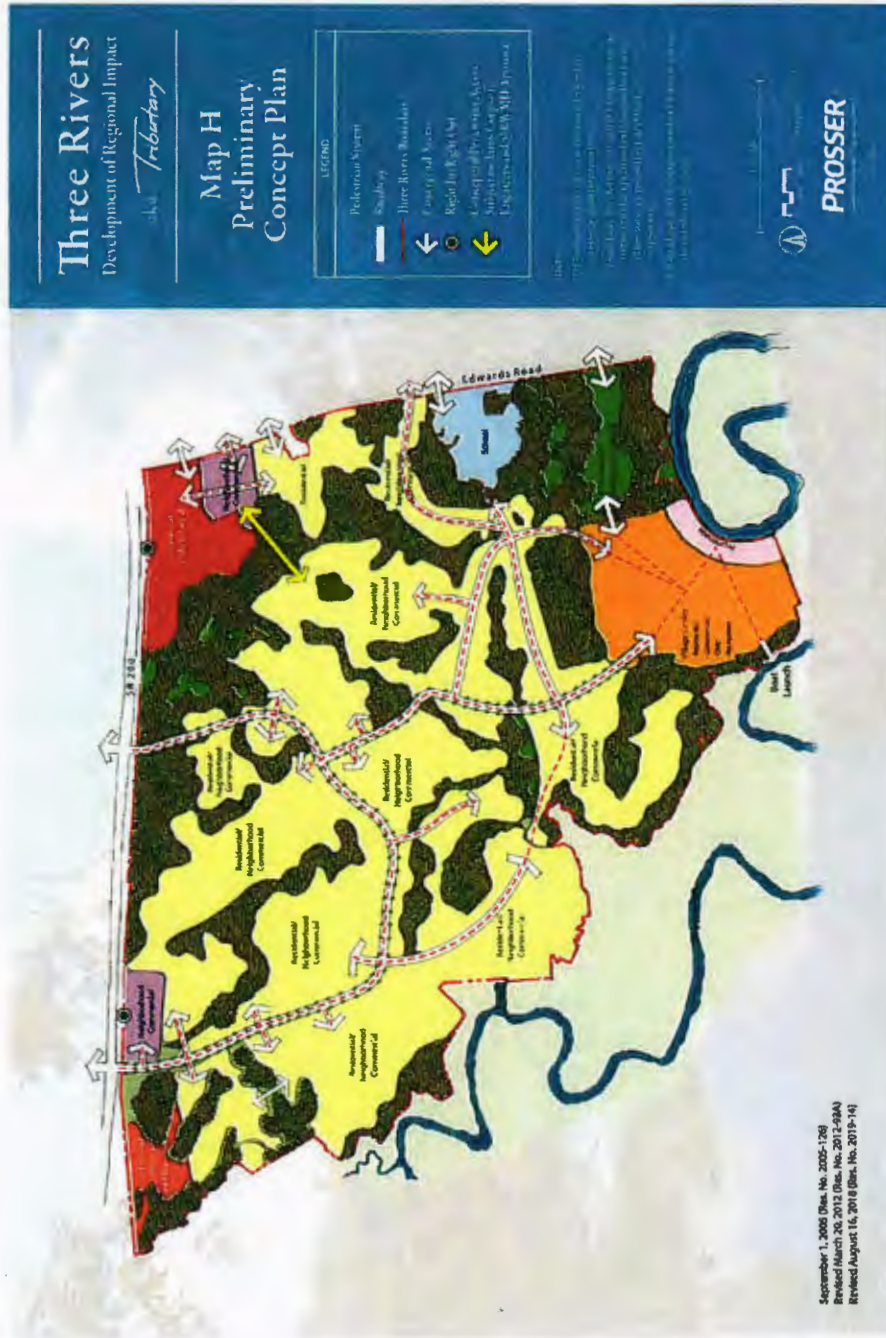


EXHIBIT 2

Language to be included in Covenants and Restrictions Recorded for Age-Restricted Communities Within the Development Known as the Tributary (f/k/a Three Rivers)

1. **Restrictions Affecting Occupancy and Alienation.** The Age-Restricted Property is hereby subjected to the following restrictions:
 - a. **Restrictions on Occupancy and Alienation.** Subject to the rights reserved to Declarant in Section ____, the lots to be developed within the Age-Restricted Property (each, a “**Lot**”) are intended for the housing of persons fifty-five (55) years of age or older. The provisions of this Section are intended to be consistent with and are set forth in order to comply with the Fair Housing Amendments Act, 42 U.S.C. §3601 et seq. (1988), as amended, the exemption set out in 42 U.S.C. §3607(b)(1) and (b)(2)(c) and the regulations promulgated thereunder (collectively, as may be amended, the “**Fair Housing Act**”) allowing discrimination based on familial status. Declarant, or the Association, acting through its Board of Directors (the “**Board**”), shall have the power to amend this Section without the consent of the Owners, or any other person or entity except Declarant, for the purpose of maintaining the age restriction consistent with the Fair Housing Act, the regulations adopted pursuant thereto and any related judicial decisions in order to maintain the intent and enforceability of this Section.
 - i. Each occupied home within the Age-Restricted Property (each, a “**Home**”) shall at all times be occupied by at least one person fifty-five (55) years of age or older (an “**Age-Qualified Occupant**”); however, in the event of the death of an Age-Qualified Occupant who was the sole occupant of a Home, any qualified occupant may continue to occupy the same Home as long as the provisions of the Fair Housing Act are not violated by such occupancy.
 - ii. No person under the age of nineteen (19) shall occupy a Home or legally declare, list or identify such Home as his or her permanent residence.
 - iii. Nothing in this Section shall restrict the ownership of or transfer of title to any Lot; provided, no Owner under the age of fifty-five (55) may occupy a Home unless the requirements of this Section are met nor shall any Owner permit occupancy of the Home in violation of this Section. Owners shall be responsible for including a statement that the Lots within the Age-Restricted Property are intended for the housing of persons fifty-five (55) years of age or older and that occupancy by any person under the age of nineteen (19) is prohibited, as set forth in this Section, in

conspicuous type in any lease agreement or other occupancy agreement or contract of sale relating to such Owner's Lot, which agreements or contracts shall be in writing and signed by the lessee or purchaser and for clearly disclosing such intent to any prospective lessee, purchaser, or other potential occupant of the Lot. Every lease agreement of a Lot or Home shall provide that failure to comply with the requirements and restrictions of this Section shall constitute a default under the lease agreement.

iv. Any Owner may request in writing that the Board make an exception to the requirements for an Age-Qualified Occupant of this Section with respect to a Home on his or her Lot, based on documented hardship. The Board may, but shall not be obligated to, grant exceptions in its sole discretion, provided that all of the requirements of the Fair Housing Act would still be met, and further provided that no exception to Section 1.a.ii. above shall be granted.

v. In the event of any change in occupancy of any Home, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent Home, or otherwise, the Owner of the Home shall immediately notify the Board in writing and provide to the Board the names and ages of all current occupants of the Home and such other information as the Board may reasonably require to verify the age of each occupant required to comply with the Act. In the event that an Owner fails to notify the Board and provide all required information within ten (10) days after a change in occupancy occurs, the Association may levy monetary fines against the Owner and the Lot for each day after the change in occupancy occurs until the Association receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Section, in addition to all other remedies available to the Association under the Declaration and Florida law.

b. **Sales by Declarant.** Notwithstanding the restriction set forth in this Section, Declarant reserves the right to sell Lots and Homes for occupancy by persons between forty-five (45) and fifty-five (55) years of age; provided, such sales shall not affect the community's compliance with all applicable State and Federal laws under which the community may be developed and operated as an age-restricted community, including requirements that a minimum percentage of Homes be occupied by at least one Age-Qualified Occupant as required under the Act or any other such State and Federal laws.

c. **Monitoring Compliance; Appointment of Attorney-in-Fact.** The Association shall be responsible for maintaining records to support and demonstrate compliance with the Act, including initial registration with the Florida Commission on Human Relations and renewal every two (2) years thereafter. The Board shall adopt policies, procedures and rules to

monitor and maintain compliance with this Section and the Act, including policies regarding visitors, updating of age records, the granting of exemptions to compliance and enforcement. The Association shall periodically distribute such policies, procedures and rules to the Owners and make copies available to Owners, their lessees and mortgagees upon reasonable request.

- d. **Enforcement.** The Association may enforce this Section in any legal or equitable manner available, as the Board deems appropriate, to ensure compliance with applicable laws and case law regarding age-restriction as a method of exemption from payment of school concurrency or school impact fees, including, without limitation, conducting a census of the occupants of Homes, requiring that copies of birth certificates or other proof of age for one new Age-Qualified Occupant per Home be provided to the Board on a periodic basis, in its sole discretion, taking action to evict the occupants of any Home which does not comply with the requirements and restrictions of this Section. Association's records regarding individual Owners shall be maintained on a confidential basis and not provided except as legally required to governing authorities seeking to enforce the Act. Each Owner shall fully and truthfully respond to any Association request for information regarding the occupancy of Home on his or her Lot which, in the Board's judgment, is reasonably necessary to monitor compliance with this Section. Each Owner hereby appoints the Association as its attorney in fact for the purpose of taking legal or equitable action to dispossess evict or otherwise remove the occupants of any Home on his or her Lot as necessary to enforce compliance with this Section.
- e. **Owner Compliance and Indemnity.** Each Owner shall be responsible for ensuring compliance of its Lot with the requirements and restrictions of this Section and the Association rules adopted hereunder, by itself and by its lessees and other occupants of its Lot or Home. Each Owner, by acceptance of title to a Lot or Home agrees to indemnify, defend and hold Declarant, any affiliate of Declarant and the Association harmless from any and all claims, losses, damages and causes of action which may arise from failure of such Owner's Lot to so comply. Such defense costs shall include, but not be limited to, attorney fees and costs.
- f. **School Board as Third Party Beneficiary.** The Nassau County School Board, Florida (the "School Board") shall be a third party beneficiary of the terms, covenants and conditions of Section 1, including, without limitation, Section 1.a.ii hereinabove. The School Board shall have the right, but not the obligation, to enforce (or compel the Association to enforce) the terms, covenants and conditions of this Section 1, including, without limitation Section 1.a.ii hereof.
- g. **Effect of Conflicting Terms.** In the event of any conflict between the terms, covenants and provisions of Section 1 and the other terms, covenants or provisions of this Declaration,

as same may be amended or supplemented, and the terms, covenants and provisions of the governing documents, title documents or other agreements or covenants affecting the TRIBUTARY that may be hereinbefore or hereinafter entered into and/or recorded in the Public Records, the terms, covenants and provisions of this Section 1 shall control.

- h. **Covenant Running With the Land**. The Age-Restricted Property shall be held, transferred, conveyed and encumbered in compliance with the terms and conditions of this Declaration, which are covenants running with title to the Age-Restricted Property for a period of thirty (30) years from the date of this Declaration.

SECOND AMENDED MEMORANDUM OF UNDERSTANDING

A Second Amended Memorandum of Understanding between the District School Board of Nassau County, Florida (the "School Board") and Three Rivers Developers, LLC ("Three Rivers") agreeing to the terms and conditions to be set forth in the Development Order for Three Rivers, A Development of Regional Impact under Chapter 380, Florida Statutes.

WHEREAS, the Three Rivers Development of Regional Impact (DRI) is a mixed use development located near Yulee in Nassau County, Florida, approved pursuant to Nassau County Resolution 2006-126 (the "Original Development Order"), as amended by Resolution 2008-77, as amended by Resolution 2012-93A, as amended by Resolution 2015-64, as amended by Resolution 2018-122, and as amended by Resolution 2019-14 (the "Amended Development Order").

WHEREAS, Three Rivers is the successor developer of record ("Developer") for the Three Rivers DRI.

WHEREAS, the School Board has the duty to ensure that the Nassau County School District has the resources and school capacity to meet the anticipated student enrollment demand and other educational related demands that will arise from the Three Rivers DRI.

WHEREAS, the School Board and MA Investment Company, LLC, the original developer of the Three Rivers DRI, entered into that certain Memorandum of Understanding dated July 27, 2006, agreeing to terms and conditions to be implemented, agreed to, and set forth in the Original Development Order for the Three Rivers DRI.

WHEREAS, the School Board and Three Rivers Timber, LLC, entered into that certain Amended Memorandum of Understanding dated April 27, 2017, agreeing to amended terms and conditions to be implemented, agreed to, and set forth in the Amended Development Order.

WHEREAS, the School Board and Developer desire to amend the terms of the April 27, 2017 Amended Memorandum of Understanding due to changed conditions since the adoption of Amended Development Order.

NOW THEREFORE, be it mutually agreed between the School Board and the Developer that the terms of the April 27, 2017 Amended Memorandum of Understanding are deleted in their entirety and replaced with the following terms of this Second Amended Memorandum of Understanding:

The Developer shall convey approximately twenty seven and one-half (27 ½) acres of developable land free of any environmental burdens located within hurricane evacuation zone C or higher for the purpose of constructing a school. In the event there are wetlands on the site, Developer shall mitigate and eliminate the wetlands at no cost to the School Board. Developer will provide a metes and bounds survey and title insurance to the School Board. Developer has also provided the School Board with an environmental site assessment prepared by Aerostar SES LLC

concluding that there are no recognized, observed, or known environmental conditions, activities, or sites located in the vicinity of the subject property which would pose a hazard, risk or liability to the proposed site. All utilities shall be available at the boundary of the site. The final site location will be mutually agreed upon between the Developer and the School Board. The site will be located as generally shown on Map H, attached hereto as Exhibit 1. The site shall be donated within thirty (30) days of the School Board's request for donation. Excess dirt from development of the site shall be the property of Developer. The site shall be deemed to have a value of \$825,000.

The Developer agrees to pay the School Board the then effective Educational Facilities Impact Fee, which fee will be paid as to a residential unit prior to the issuance of such building permit consistent with Section 7.01 of the Ordinance 2016-02, Nassau County, or any such successor Impact Fee system as may be adopted by Nassau County from time to time. Developer may construct up to 750 age-restricted residential units within the Three Rivers DRI, which will be exempt from Educational Facilities Impact Fees, provided that such units are subject to recorded covenants and restrictions that include language substantially similar to the language attached hereto as Exhibit 2. If Developer constructs more than 750 age-restricted residential units, Educational Facilities Impact Fees shall be due for each such additional age-restricted residential unit as if the unit were not age-restricted.

The foregoing terms shall be incorporated into any subsequent amendment to the Amended Development Order and shall thereafter supersede the terms of the Amended Memorandum of Understanding.

NASSAU COUNTY SCHOOL BOARD

By: Donna Martin

Name: Donna Martin

Its: Chairman

THREE RIVERS DEVELOPERS, LLC

By: Michael C. Taylor

Name: Michael C. Taylor

Its: Vice President

Presented and approved this 24th day of June, 2020.

Exhibit "B"



Exhibit "2"

Language to be included in Covenants and Restrictions Recorded for Age-Restricted Communities Within the Development Known as the Tributary (f/k/a Three Rivers)

1. **Restrictions Affecting Occupancy and Alienation.** The Age-Restricted Property is hereby subjected to the following restrictions:
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 - i. Each occupied home within the Age-Restricted Property (each, a "Home") shall at all times be occupied by at least one person fifty-five (55) years of age or older (an "Age-Qualified Occupant"); however, in the event of the death of an Age-Qualified Occupant who was the sole occupant of a Home, any qualified occupant may continue to occupy the same Home as long as the provisions of the Fair Housing Act are not violated by such occupancy.
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 - iii. Nothing in this Section shall restrict the ownership of or transfer of title to any Lot; provided, no Owner under the age of fifty-five (55) may occupy a Home unless the requirements of this Section are met nor shall any Owner permit occupancy of the Home in violation of this Section. Owners shall be responsible for including a statement that the Lots within the Age-Restricted Property are intended for the housing of persons fifty-five (55) years of age or older and that occupancy by any person under the age of nineteen (19) is prohibited, as set forth in this Section, in conspicuous type in any lease agreement or other occupancy agreement or contract of sale relating to such Owner's Lot, which agreements or contracts shall be in writing and signed by the lessee or purchaser and for clearly disclosing such intent

to any prospective lessee, purchaser, or other potential occupant of the Lot. Every lease agreement of a Lot or Home shall provide that failure to comply with the requirements and restrictions of this Section shall constitute a default under the lease agreement.

- iv. Any Owner may request in writing that the Board make an exception to the requirements for an Age-Qualified Occupant of this Section with respect to a Home on his or her Lot, based on documented hardship. The Board may, but shall not be obligated to, grant exceptions in its sole discretion, provided that all of the requirements of the Fair Housing Act would still be met, and further provided that no exception to Section 1.a.ii. above shall be granted.
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- g. **Effect of Conflicting Terms.** In the event of any conflict between the terms, covenants and provisions of Section 1 and the other terms, covenants or provisions of this Declaration, as same may be amended or supplemented, and the terms, covenants and provisions of the governing documents, title documents or other agreements or covenants affecting the TRIBUTARY that may be hereinbefore or hereinafter entered into and/or recorded in the Public Records, the terms, covenants and provisions of this Section 1 shall control.
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