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April 5, 2021

VIA ELECTRONIC MAIL

Michael Daniels, AICP
Planning and Zoning Director
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043
mdaniels@greencovesprings.com

Re: Responses to Comments for Ayrshire Future Land Use Amendment, Planned Unit Development and Development Agreement

Dear Michael:

On behalf of our client, D.R. Horton, Inc. – Jacksonville (the “Applicant”), the contract purchaser of approximately 561 acres (the “Property”) located east of County Road 15A, north and west of U.S. Highway 17 and south of the current corporate limits of Green Cove Springs, we offer the following responses to City of Green Cove Springs staff comments on the above-referenced applications.

FUTURE LAND USE AMENDMENT

1. The proposed site density based on 2,100 units on 560.52 acres is 3.74 du/acre. Please increase the number of units by 143 to meet the minimum density requirements for the Residential Medium Density Land Use District which is >4 to 8 units per acre.

RESPONSE: The Applicant has determined to change the requested Future Land Use Map designation for the Property to Residential Low Density. A revised Comprehensive Plan Amendment application and a revised Comprehensive Plan Amendment Consistency Analysis (in clean and redline forms) are enclosed.

PLANNED UNIT DEVELOPMENT

1. Provide typical renderings of the types of residential single family and multifamily dwelling units.

RESPONSE: Please see the enclosed conceptual renderings. Please note that these renderings are conceptual and subject to change with City regulation amendments and market conditions.

2. Revise section E. as follows:

Minimum setbacks for Single Family:

Front Yard: 20'; 10' for secondary frontage with no vehicular access for corner lots

Rear Yard: 10'

Side Yard: 7.5'

Minimum lot size: 4,500

Minimum lot width: 45'

Lot Coverage for the property shall be 35%

Impervious Surface: 50% for the property

RESPONSE: Please see the enclosed revised PUD text, which is provided in clean and redline versions. As previously communicated to the City staff, the Applicant proposed lot widths from 40 to 60 feet.

3. Revise paragraph E to include that all single-family homes shall have an enclosed garage that is a minimum of 200' (10'*20'). Provide typical renderings, images of recreational areas.

RESPONSE: Please see the enclosed revised PUD text.

4. Provide guest parking areas.

RESPONSE: Guest parking is already addressed in the PUD text for multi-family units. No specific guest parking will be provided for single-family units, except in driveways.

5. Off-site signs are prohibited (Paragraph E3a). What is the purpose of project identification signage vs. Residential signage?

RESPONSE: Please see the enclosed revised PUD text.

6. Revise Signage section so that signs shall be a maximum of 12' in height and comply with the sign area requirements of Sec. 125-13.5.

RESPONSE: Please see the enclosed revised PUD text.

7. Revise paragraph G.1. to state that the master stormwater plan for the entire development shall be approved prior to the approval of the first final plat.

- a) **Revise G. 3 to state that an 8' multiuse path shall be provided along entry roadway from CR 15 A to US 17 and through the development to Jersey Avenue.**

RESPONSE: Please see the enclosed revised PUD text.

- b) **Revise G.3. to state that sidewalks shall also connect to and around all interior parks and wetland.**

RESPONSE: Please see the enclosed revised PUD text. Sidewalks will connect to all project parks but not around wetland systems.

- c) **Revise G-4 to state that if the Regional Park is not constructed then additional park land meeting the requirements of Future Land Use Policy 6.3.4 shall be provided on a revised PUD Conceptual Plan. Final determination of the Regional Park shall be determined prior to project commencement as defined in Paragraph K of this agreement.**

RESPONSE: Please see the enclosed revised PUD text. The project will provide parks in conformance with Comprehensive Plan Policy 6.3.4.

- d) **Compliance with the requirements set forth in Subdivision V. Guarantees and Sureties, Division 5 of Chapter of the City's Land Development Code**

RESPONSE: The project will comply with all applicable provisions of the City Land Development Code except as set forth in the PUD ordinance and exhibits.

- e) **Add #7 under G. Infrastructure that states all transportation systems shall comply with Chapter 113, Article II, Division 2 of the City Land Development Code unless specifically stated in the PUD development summary/criteria.**

RESPONSE: Please see the enclosed revised PUD text.

8. Revise Landscaping and buffering standards:

- a) **Provide a note that Street trees for all other roadways including Jersey Avenue shall follow the landscape standards set forth in Land Development Code Section 113-244(c, d & e).**

RESPONSE: Please see the enclosed revised PUD text.

- b) **Provide a note that parking lot areas shall meet the landscape requirements set forth in Land Development Code Section 113-246**

RESPONSE: Please see the enclosed revised PUD text.

- c) **Provide a note that a tree survey showing all existing trees 12" or larger and show which trees are to be saved and removed. Tree replacement and credit are set forth in Sec. 113-279 of the City Land Development Code.**

RESPONSE: Please see the enclosed revised PUD text.

- d) **Provide a note that a canopy tree a minimum of 2.5" dbh at time of planting shall be planted on each single-family lot prior to the issuance of a Certificate of Occupancy. The tree shall be irrigated through the establishment period.**

RESPONSE: Please see the enclosed revised PUD text.

9. Temporary Uses:

- a) **Revise section I to clarify that permits for model homes can be built during infrastructure construction but cannot be CO'd prior to completion of infrastructure construction.**

RESPONSE: Please see the enclosed revised PUD text.

- b) **Model homes are required to meet the building code requirements for a business occupancy.**

RESPONSE: Please see the enclosed revised PUD text.

10. Accessory Uses:

- a) **Revise "home offices" to home occupations and have them comply with LDC 117-789.**

RESPONSE: Please see the enclosed revised PUD text.

- b) **Provide a note that all accessory uses (including pools) shall comply with criteria set forth in section E (setbacks, lot coverage etc).**

RESPONSE: Please see the enclosed revised PUD text.

- c) **Add the following regulations regarding Mother-in-law suites:**

- (1) **The unit shall be accessory to and on the same property as a single-family dwelling unit**
- (2) **The unit shall be developed in conjunction with or after development of the principal dwelling unit and the owner of the property must reside within either the principal or the accessory dwelling unit.**
- (3) **Not more than one (1) accessory dwelling unit per single family residential lot is permitted.**
- (4) **No accessory dwelling unit shall be sold separately from the principal dwelling unit. The accessory dwelling unit and the principal dwelling unit shall be located on a single lot or parcel, or on a combination of lots or parcels.**
- (5) **The air-conditioned floor area of the accessory dwelling unit shall not exceed 50% of the air-conditioned floor area of the principal structure, The accessory dwelling unit shall be no less than 200 square feet of air-conditioned floor area.**
- (6) **The unit shall meet the site development criteria specified in Paragraph E.**
- (7) **The unit shall be designed so that the exterior façade material is similar in appearance (material and color) of the existing principal structure.**
- (8) **A minimum of one (1), but not more than two (2) parking spaces shall be provided for the accessory dwelling unit, in addition to the spaces required for the principal dwelling unit.**
- (9) **Construction of the accessory dwelling unit, in combination with all structures on the property, shall not cause the maximum lot coverage of this zoning district to be exceeded.**
- (10) **The accessory dwelling unit shall be serviced by centralized water and wastewater.**
- (11) **An accessory dwelling unit shall be treated as a multi-family unit for impact fees.**

RESPONSE: Please see the enclosed revised PUD text.

11. Many of the block lengths are exceeding 2,200 lineal feet. Plan shall be revised to incorporate chicanes, roundabouts or other traffic calming devices in those areas.

RESPONSE: Please see the enclosed revised Conceptual Development Plan.

12. Delineate the wetland acreage from the total acreage of the existing pond and the rough wetland impact and existing pond impact on the conceptual PUD Plan.

RESPONSE: Please see the enclosed revised Conceptual Development Plan.

13. Provide a more detailed Conceptual PUD Plan showing at minimum the following:

- **Roadways**
- **Existing and proposed Drainage Retention Areas**
- **Park Areas (with acreages)**
- **Environmental Areas**

RESPONSE: Please see the enclosed revised Conceptual Development Plan

14. Provide a landscape plan for the entire PUD:

- **Show street trees along roadways**
- **Show buffer adjacent to Martin Marietta site**
- **Show landscaping along US 17 and CR 15 A**

RESPONSE: The enclosed revised Conceptual Development Plan shows the buffer adjacent to the Martin Marietta site. Additional detail regarding landscaping has been added to the revised PUD text. It is too early in the planning process for the Applicant to provide landscape plans for the entire PUD.

DEVELOPMENT AGREEMENT

1. Revise section 4 and add the following language: Certificate of Occupancies shall be limited to 231 residential units prior to the completion of the flyover roadway to US 17 or a new traffic study shall be completed.

RESPONSE: Please see the enclosed revised Development Agreement, which is provided in clean and redline forms.

2. Revise section 4 and add the following language: An interim traffic study addressing traffic distribution shall be required every 5 years. The interim traffic study shall be completed by the Developer and examine project traffic distribution and its impact on segment and intersection analysis to determine if additional mitigation requirements are required.

RESPONSE: Please see the enclosed revised Development Agreement.

3. Address the issue of temporary water/sewer capacity to be provided by the City in #3, Public Facility Improvements.

RESPONSE: Please see the enclosed revised Development Agreement.

4. Add Subsection D. to paragraph 3 regarding the Public Facility Improvements that the developer shall be required to construct a 2,000 square foot Police Substation and accessory uses such as parking, drainage etc. subject to State and Local development requirements.

RESPONSE: Please see the enclosed revised Development Agreement.

5. Revise 5 B. to state that the proposed school site is not located within the City limits and a separate agreement between the School Board and the Developer is required to be completed prior to project commencement regarding the property or any portion thereof.

RESPONSE: Please see the enclosed revised Development Agreement.

6. Add the following language for paragraph 6 regarding the Park Contribution. If the construction of improvements for Gustafson Regional Park does not occur, the per unit fee will not apply and the Conceptual PUD Plan shall be revised to ensure that the required recreational facilities as required per Future Land Use policy 6.3.4 shall be provided on the subject property.

RESPONSE: Please see the enclosed revised Development Agreement. Please note that the companion PUD text has been revised to ensure the project's compliance with Comprehensive Plan policy 6.3.4.

7. Development Timing: Revise paragraph 7 to include the following language:
a. Development Commencement shall occur no later than December 31, 2024. After development commencement has occurred, there shall be development activity, which is defined as active building permits for residential and nonresidential development over a 5-year period. Failure to comply with the commencement deadline or the lack of development activity over a 5-year period, shall cause the agreement to expire and any entitlements thereto be eliminated.

RESPONSE: The Applicant has revised the Development Agreement to ensure that plans for the first portion of the project are submitted by December 31, 2024. The Applicant has no control over real estate market conditions and cannot guarantee that there will be continuous active building permits for any period of time. It is certainly the Applicant's business plan to construct homes on the Property as quickly as possible.

8. Revise all references to County providing water and wastewater services to the Clay County Utility Authority (CCUA).

RESPONSE: Please see the enclosed revised Development Agreement.

We appreciate your continued assistance with this project.

Sincerely yours,



Ellen Avery-Smith

cc: Brenna Malouf-Durden
Bob Porter
John Gislason
Anthony Sharp
Vince Dunn



FOR OFFICE USE ONLY		
P Z File #	_____	
Application Fee:	_____	
Filing Date:	_____	Acceptance Date: _____
Review Date:	SRDT _____	P & Z _____ CC _____

Comprehensive Plan Amendment Application

A. PROJECT

- Project Name: Ayrshire
- Address of Subject Property: County Road 15A
- Parcel ID Number(s): 38-06-26-016515-000-0 (portion)
- Existing Use of Property: Agriculture
- Future Land Use Map Designation: Rural Fringe/Industrial (Clay County)
- Existing Zoning Designation: Agriculture/Industrial (Clay County)
- Proposed Future Land Use Map Designation: Residential Low Density (RLD)
- Acreage: 561

B. APPLICANT

- Applicant's Status Owner (title holder) Agent
- Name of Applicant(s) or Contact Person(s): Bob Porter, John Gislason Title: _____
 Company (if applicable): D.R. Horton, Inc. - Jacksonville
 Mailing address: 4220 Race Track Road
 City: St. Johns State: Florida ZIP: 32259
 Telephone: 904-421-4612 FAX: () _____ e-mail: jrgislason@drhorton.com
- If the applicant is agent for the property owner*
 Name of Owner (title holder): Gustafson's Cattle, Inc.
 Mailing address: PO Box 600337
 City: Jacksonville State: Florida ZIP: 32260
 Telephone: () _____ FAX: () _____ e-mail: _____

* Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.

C. ADDITIONAL INFORMATION

- Is there any additional contract for sale of, or options to purchase, the subject property?
 Yes No If yes, list names of all parties involved:
 If yes, is the contract/option contingent or absolute?
 Contingent Absolute

D. ATTACHMENTS (One copy reduced to no greater than 11 x 17, plus one copy in PDF format.)

1. Statement of proposed change, including a map showing the proposed Future Land Use Map change and Future Land Use Map designations on surrounding properties
2. Concurrency Impact Analysis which considers the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation, stormwater, and public schools.
3. Needs Analysis which demonstrates the necessity of the proposed change. This analysis may consist, in whole or part, of a market impact study or real estate needs analysis.
4. Analysis of Consistency with the City of Green Cove Springs Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies and describe in detail how the application complies with the noted Goal, Objective, or Policy.)
5. A current aerial map (Maybe obtained from the Clay County Property Appraiser.)
6. Legal description with tax parcel number.
7. Boundary survey
8. Vicinity Map
9. Warranty Deed or the other proof of ownership
10. Fee.
 - a. Future Land Use Map Amendments - \$1,500 plus \$20 per acre
 - b. Text Amendment to Comprehensive Plan - \$1,500 per element
 - c. All applications are subject 10% administrative fee and must pay the cost of postage, signs, advertisements, and the fee for any outside consultants.

No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any fees necessary for technical review or additional reviews of the application by a consultant will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any action of any kind on the development application.

All 10 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge:

Ellen Avery Smith
Signature of Applicant

Signature of Co-applicant

Ellen Avery Smith
Typed or printed name and title of applicant

Typed or printed name of co-applicant

April 5, 2021
Date

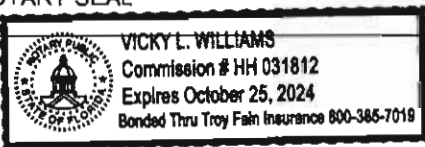
Date

State of Florida County of St. Johns

The foregoing application is acknowledged before me this 5th day of April, 2021, by Ellen

Avery-Smith who is/are personally known to me, or who has/have produced _____
as identification.

NOTARY SEAL



Vicky L. Williams
Signature of Notary Public, State of Florida

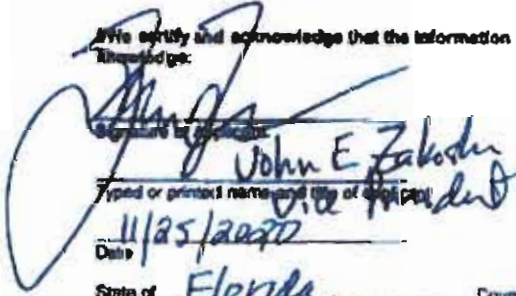
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3. Needs Analysis which demonstrates the necessity of the proposed change. This analysis may consist in whole or part of a market impact study or real estate needs analysis.
4. Analysis of Consistency with the City of Green Cove Springs Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies and describe in detail how the application complies with the stated Goal, Objective, or Policy.)
5. A current aerial map (Maybe obtained from the Clay County Property Appraiser.)
6. Legal description with tax parcel number
7. Boundary Survey
8. Vicinity Map
9. Warranty Deed or the other proof of ownership
10. Fee.
 - a. Future Land Use Map Amendments - \$1,500 plus \$20 per acre
 - b. Text Amendment to Comprehensive Plan - \$1,500 per element
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No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any fees necessary for technical review or additional reviews of the application by a consultant will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any action of any kind on the development application.

All 10 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge:


Signature of Applicant: John E. Zakoske
Typed or printed name and title of applicant: John E. Zakoske, Vice President
Date: 11/25/2020
State of Florida County of St. Johns

Signature of Co-applicant: _____
Typed or printed name of co-applicant: Eton Avery-Smith, Esq. of Rogers Towers, P.A.

The foregoing application is acknowledged before me this 25th day of November, 2020 by John E. Zakoske

_____, who is/are personally known to me, or who has/have produced _____
as identification. N/A

NOTARY SEAL 
Signature of Notary Public, State of FL

 ANN MARIE FORMEL
Commission # 00941302
Expires April 28, 2024
Notary State Budget History Services
City of Green Cove Springs Development Services Department 4321 Water Street Green Cove Springs, FL 32043(904) 297-7300

City of Green Cove Springs, Florida

Comprehensive Plan Amendment Application 2021


Supplemental Information

Co-Applicant:

Ellen Avery-Smith, Esq. of Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086
Phone: 904.825.1615
Email: EAverySmith@rtlaw.com



PROPERTY OWNER AFFIDAVIT

Owner Name: Gustafson's Cattle, Inc.	
Address: PO Box 600337, Jacksonville, FL 32260	Phone:
Agent Name: Ellen Avery-Smith, Esq. of Rogers Towers, P.A. & D.R. Horton, Inc. - Jacksonville	
Address: c/o 100 Whetstone Place, Suite 200, St. Augustine, FL 32085	Phone: 904-825-1615
Parcel No.: 38-06-26-016515-000-0	
Requested Action: Application for Comprehensive Plan Amendment	
<p>I hereby certify that:</p> <p>I am the property owner of record. I authorize the above listed agent to act on my behalf for the purposes of this application.</p> <p>Property owner signature: <u><i>Edwin S. Gustafson III</i></u></p> <p>Printed name: <u>Edwin S. Gustafson III</u></p> <p>Date: <u>10/8/2020</u></p> <p>The foregoing affidavit is acknowledged before me this <u>8th</u> day of <u>OCT</u>, 2020 by <u>EDWIN S. GUSTAFSON III</u>, who is/are personally known to me, or who has/have produced <u>A FLORIDA DRIVER'S LIC. G281-217-68-338-0</u> as identification.</p>	
 <p>Larry A. Hunt State of Florida Commission Expires 11/22/2021 Commission No. GG 155171</p>	<p><u><i>[Signature]</i></u> Signature of Notary Public, State of <u>FL</u></p>

ORDINANCE O-XX-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF GREEN COVE SPRINGS, FLORIDA, BY ADDING FUTURE LAND USE OBJECTIVE 1.14 TO ADD SITE SPECIFIC DEVELOPMENT CONDITIONS FOR NEW DEVELOPMENT PROJECTS; AND ADDING FUTURE LAND USE POLICY 1.14.1 REGARDING SITE SPECIFIC DEVELOPMENT CONDITIONS RELATED TO THE AYRSHIRE RESIDENTIAL PROJECT SPECIFICALLY IDENTIFIED IN ATTACHMENT "A"; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, empowers the City Council of Green Cove Springs to prepare and enforce a Comprehensive Plan for the development of the City; and

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and requires the City Council of Green Cove Springs to (a) plan for the City's future development and growth; (b) adopt and amend Comprehensive Plans, or elements or portions thereof, to guide the future growth and development of the City, (c) implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations; and (d) establish, support, and maintain administrative instruments and procedures to carry out the provisions and purpose of the action; and

WHEREAS, the City Council believes adding site specific policies for Future Land Use Amendments related to new development projects are necessary to ensure the quality of life; and

WHEREAS, the City Council believes adding a site-specific policy related to Future Land Use Amendment Application #202001175 Use is necessary to ensure the City's adopted Level of Service quality of life and to ensure compatibility with surrounding uses; and

WHEREAS, the City Council has been established pursuant to Article II of the City Charter of the City of Green Cove Springs duly adopted July 15, 1980; and

WHEREAS, the City Council, empowered by the above-cited laws and ordinances, and by Sections 163.3161 through 163.3215, Florida Statutes, prepared an amendment to the Comprehensive Plan 2025 to address more adequately and prepare for Green Cove Springs' future development and growth; and

WHEREAS, in exercise of its authority, the City Council of Green Cove Springs has determined it necessary and desirable to adopt the amendments to the Comprehensive Plan 2025 as identified in Attachment "A", to encourage the most appropriate use of land, water and resources, consistent with the public interest; to deal effectively with future problems that may result from the use and development of land within Green Cove Springs.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Purpose and Intent. This Ordinance is enacted to carry out the purpose and intent and exercise the authority set out in the Local Government Comprehensive Planning

and Land Development Regulation Act, Sections 163.3161 through 163.3215, Florida Statutes, and Chapter 166, Florida Statutes, as amended.

Section 2. Adoption of Future Land Use Element Objective 1.14 and Policy 1.14.1, for the Comprehensive Plan 2025. The City Council of Green Cove Springs hereby adopts Future Land Use Element Objective 1.14 and Policy 1.14.1 of the Green Cove Springs Comprehensive Plan 2025 as specified in Attachment "A" attached hereto and by reference made a part hereof.

Section 3. Applicability and Effect. The applicability and effect of the amendments to the Green Cove Springs Comprehensive Plan 2025 shall be as provided by the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161 through 163.3215, Florida Statutes, and this Ordinance.

Section 4. Copy on file.

(a) A certified copy of the enacting ordinance, as well as certified copies of the amendments to the City of Green Cove Springs' Comprehensive Plan 2025 and any amendments thereof, shall be filed with the City Clerk of Green Cove Springs.

(b) To make amendments to the Comprehensive Plan 2025 available to the public, a certified copy of the enacting ordinance, as well as certified copies of the amended City of Green Cove Springs Comprehensive Plan 2025 and any amendments thereto, shall be located in the Planning and Zoning Department of the City of Green Cove Springs and shall be available to the public for a reasonable publication charge.

Section 5. Repealer. All ordinances or part of Ordinances in conflict herewith be and the same are hereby repealed.

Section 6. Severability. If any portion or portions of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions of this Ordinance shall remain in full force and effect.

Section 7. Effective Date. If this ordinance becomes effective, the effective date of the comprehensive plan text amendment adopted hereby shall be the later of:

a. The date that the amendment to the local government's future land use map that is the subject of Case No. 202001175/Ordinance No. O-07-2021 becomes effective; or

b. If this amendment is not timely challenged, the effective date shall be 31 days after the state land planning agency notifies the local government that this plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of

which resolution shall be sent to the state land planning agency at 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-4120.

**INTRODUCED AND PASSED AS TO FORM ONLY ON THE FIRST READING
BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, THIS ___ DAY OF __
_____, 2021.**

CITY OF GREEN COVE SPRINGS, FLORIDA

By: _____
B. Van Royal, Mayor

ATTEST: _____
Erin West, City Clerk

ATTACHMENT “A”

Objective 1.14 The City shall adopt, as necessary, Future Land Use Map Amendments with specific development conditions that are consistent with the City’s adopted Level of Service (LOS) standards and Future Land Use Element, and compatible with the surrounding uses.

Policy 1.14.1: Future Land Use Map (FLUM) Amendment Application #202001173 was adopted by Ordinance Number O-07-2021 on Mm/dd/2021 for that portion of property within Clay County Parcel Identification No. 38-06-26-016515-000-00 located east of County Road 15A and west of U.S. Highway 17 (the “Property”) and changed the future land use designation from County Industrial and County Rural Fringe to Residential Low Density. The Property shall meet the requirements of all applicable goals, objectives, policies and map designations of the Comprehensive Plan; provided, however, land use/development potential for the Property made available by FLUM Amendment Application #202001173 is hereby limited as follows:

1. The Property shall be developed in accordance with a Planned Unit Development, as may be approved by the City in accordance with the City’s Land Development Regulations in effect at the time of the PUD application.
2. Recreational facilities shall be provided commensurate with the City’s Level of Service standard for Recreation set forth in the Recreation and Open Space Element, Policy 6.3.4, of the Comprehensive Plan in effect at the time of the PUD application.
3. Coincident with horizontal construction for the first residential subdivision within the Property, the Property owner/developer shall partner with the City regarding the development of the Gustafson Regional Park. The details of such park development partnership shall be set forth in a development agreement for the Property as may be agreed to by and between the City and the Property owner/developer concurrently with the Property being annexed into the City boundaries (the “Development Agreement”). The Property owner/developer’s contribution to the Gustafson Regional Park shall apply toward the project’s required recreational facilities, per Policy 6.3.4 of the Recreation and Open Space Element of the Comprehensive Plan.
4. The Property owner/developer will be required to provide the traffic mitigation agreed upon between the City and the Property owner/developer, based on the traffic analysis provided by the Property owner/developer. Such required traffic mitigation and other public facility improvements related to development of the Property will be set forth in the Development Agreement. Any required project mitigation shall be in conformance with applicable provisions of the City’s Code of Ordinances and with Section 163.3180, Florida Statutes).
5. Silvicultural and agricultural activities on that portion of the Property zoned Agriculture pursuant to the County’s Zoning Map (approximately 180 acres) in existence as of the effective date of Ordinance O-08-2021 shall be allowed until such time as horizontal construction begins on the Property or any portion thereof for the uses approved in the PUD.

ORDINANCE O-XX-2021

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WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and requires the City Council of Green Cove Springs to (a) plan for the City's future development and growth; (b) adopt and amend Comprehensive Plans, or elements or portions thereof, to guide the future growth and development of the City, (c) implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations; and (d) establish, support, and maintain administrative instruments and procedures to carry out the provisions and purpose of the action; and

WHEREAS, the City Council believes adding site specific policies for Future Land Use Amendments related to new development projects are necessary to ensure the quality of life; and

WHEREAS, the City Council believes adding a site-specific policy related to Future Land Use Amendment Application #202001175 Use is necessary to ensure the City's adopted Level of Service quality of life and to ensure compatibility with surrounding uses; and

WHEREAS, the City Council has been established pursuant to Article II of the City Charter of the City of Green Cove Springs duly adopted July 15, 1980; and

WHEREAS, the City Council, empowered by the above-cited laws and ordinances, and by Sections 163.3161 through 163.3215, Florida Statutes, prepared an amendment to the Comprehensive Plan 2025 to address more adequately and prepare for Green Cove Springs' future development and growth; and

WHEREAS, in exercise of its authority, the City Council of Green Cove Springs has determined it necessary and desirable to adopt the amendments to the Comprehensive Plan 2025 as identified in Attachment “A”, to encourage the most appropriate use of land, water and resources, consistent with the public interest; to deal effectively with future problems that may result from the use and development of land within Green Cove Springs.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Purpose and Intent. This Ordinance is enacted to carry out the purpose and intent and exercise the authority set out in the Local Government Comprehensive Planning

and Land Development Regulation Act, Sections 163.3161 through 163.3215, Florida Statutes, and Chapter 166, Florida Statutes, as amended.

Section 2. Adoption of Future Land Use Element Objective 1.14 and Policy 1.14.1, for the Comprehensive Plan 2025. The City Council of Green Cove Springs hereby adopts Future Land Use Element Objective 1.14 and Policy 1.14.1 of the Green Cove Springs Comprehensive Plan 2025 as specified in Attachment “A” attached hereto and by reference made a part hereof.

Section 3. Applicability and Effect. The applicability and effect of the amendments to the Green Cove Springs Comprehensive Plan 2025 shall be as provided by the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161 through 163.3215, Florida Statutes, and this Ordinance.

Section 4. Copy on file.

(a) A certified copy of the enacting ordinance, as well as certified copies of the amendments to the City of Green Cove Springs' Comprehensive Plan 2025 and any amendments thereof, shall be filed with the City Clerk of Green Cove Springs.

(b) To make amendments to the Comprehensive Plan 2025 available to the public, a certified copy of the enacting ordinance, as well as certified copies of the amended City of Green Cove Springs Comprehensive Plan 2025 and any amendments thereto, shall be located in the Planning and Zoning Department of the City of Green Cove Springs and shall be available to the public for a reasonable publication charge.

Section 5. Repealer. All ordinances or part of Ordinances in conflict herewith be and the same are hereby repealed.

Section 6. Severability. If any portion or portions of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions of this Ordinance shall remain in full force and effect.

Section 7. Effective Date. If this ordinance becomes effective, the effective date of the comprehensive plan text amendment adopted hereby shall be the later of:

a. The date that the amendment to the local government's future land use map that is the subject of Case No. 202001175/Ordinance No. O-07-2021 becomes effective; or

b. If this amendment is not timely challenged, the effective date shall be 31 days after the state land planning agency notifies the local government that this plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of

which resolution shall be sent to the state land planning agency at 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-4120.

**INTRODUCED AND PASSED AS TO FORM ONLY ON THE FIRST READING
BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, THIS ___ DAY OF ___
_____, 2021.**

CITY OF GREEN COVE SPRINGS, FLORIDA

By: _____
B. Van Royal, Mayor

ATTEST: _____
Erin West, City Clerk

ATTACHMENT "A"

Objective 1.14 The City shall adopt, as necessary, Future Land Use Map Amendments with specific development conditions that are consistent with the City's adopted Level of Service (LOS) standards and Future Land Use Element, and compatible with the surrounding uses.

Policy 1.14.1: Future Land Use Map (FLUM) Amendment Application #202001173 was adopted by Ordinance Number O-07-2021 on Mm/dd/2021 for that portion of property within Clay County Parcel Identification No. 38-06-26-016515-000-00 located east of County Road 15A and west of U.S. Highway 17 (the "Property") and changed the future land use designation from County Industrial and County Rural Fringe to Residential **MediumLow** Density. The Property shall meet the requirements of all applicable goals, objectives, policies and map designations of the Comprehensive Plan; provided, however, land use/development potential for the Property made available by FLUM Amendment Application #202001173 is hereby limited as follows:

1. The Property shall be developed in accordance with a Planned Unit Development, as may be approved by the City in accordance with the City's Land Development Regulations in effect at the time of the PUD application.
2. Recreational facilities shall be provided commensurate with the City's Level of Service standard for Recreation set forth in the Recreation and Open Space Element, Policy 6.3.4, of the Comprehensive Plan in effect at the time of the PUD application.
3. Coincident with horizontal construction for the first residential subdivision within the Property, the Property owner/developer shall partner with the City regarding the development of the Gustafson Regional Park. The details of such park development partnership shall be set forth in a development agreement for the Property as may be agreed to by and between the City and the Property owner/developer concurrently with the Property being annexed into the City boundaries (the "Development Agreement"). The Property owner/developer's contribution to the Gustafson Regional Park shall apply toward the project's required recreational facilities, per Policy 6.3.4 of the Recreation and Open Space Element of the Comprehensive Plan.
4. The Property owner/developer will be required to provide the traffic mitigation agreed upon between the City and the Property owner/developer, based on the traffic analysis provided by the Property owner/developer. Such required traffic mitigation and other public facility improvements related to development of the Property will be set forth in the Development Agreement. Any required project mitigation shall be in conformance with applicable provisions of the City's Code of Ordinances and with Section 163.3180, Florida Statutes).
5. Silvicultural and agricultural activities on that portion of the Property zoned Agriculture pursuant to the County's Zoning Map (approximately 180 acres) in existence as of the effective date of Ordinance O-08-2021 shall be allowed until such time as horizontal construction begins on the Property or any portion thereof for the uses approved in the PUD.

Large-Scale Comprehensive Plan Amendment Application

Ayrshire

(RLD)

Comprehensive Plan Amendment Consistency Analysis

November 30, 2020

Revised March 22, 2021

Revised April 1, 2021

Applicant Information:

Applicant: D.R. Horton - Jacksonville
Bob Porter, Anthony Sharp, John Gislason
4220 Race Track Road
Jacksonville, Florida 32259
(904) 268-2845

Legal: Rogers Towers, P.A.
Ellen Avery-Smith, Esq.
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St. Augustine, Florida 32086
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**Planning/
Civil Engineering:** Dunn & Associates, Inc.
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(904) 363-8916

Environmental: Carter Environmental Services, Inc.
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(904) 540-1786

Traffic: Chindalur Traffic Solutions, Inc.
Rajesh Chindalur
8515 Baymeadows Way, Suite 401
Jacksonville, Florida 32256
(904) 422-6923

Project Overview

D.R. Horton - Jacksonville (“**Applicant**”) is the contract purchaser of approximately 561 acres located east of County Road 15A, west of U.S. Highway 17 South and south of State Road 16W (Green Cove Avenue) in unincorporated Clay County (the “**Property**”). The Property is the former site of Gustafson’s Dairy Farm, which closed in 2013 and is now abandoned. The Property is currently primarily used for silvicultural purposes. The Property has Clay County Parcel Identification No. 38-06-26-016515-000-00 and is currently owned by Gustafson’s Cattle Inc.

The Applicant is requesting to annex the Property into the City of Green Cove Springs and to change the Future Land Use Map (“**FLUM**”) designation of the Property to Residential Low Density (RLD). The Property is currently located within unincorporated Clay County and has existing FLUM designation of Rural Fringe and Industrial. The existing zoning district for the Property is Agricultural (AG) and Industrial Select (IS). Concurrently with this application, the Applicant has filed an application for voluntary annexation to have the Property included within the corporate limits of the City of Green Cove Springs (the “**City**”). The Applicant will also apply to rezone the Property to Planned Unit Development (the “**PUD**”).

The Applicant proposes to develop a residential project consisting of a maximum of 2,100 residential units, to include both single-family and multi-family units. A minimum of 70 percent of the units will be single-family homes. Proposed Future Land Use Map and Generalized Site Plan for the intended plan of development of the Property are enclosed with this application.

The Property is bordered on the north by vacant, recreational property owned by the City; on the east by railroad right-of-way and existing industrial uses; on the west by a mix of uses, including existing residential and agricultural uses; and to the south by vacant, agricultural and existing industrial uses. The proposed Ayrshire project is located near the First Coast Expressway, which is currently under construction.

The Property will be developed in one (1), 20-year phase. The Residential Low Density FLUM designation allows for residential density ranging from zero (0) units to four (4) dwelling units per acre. The Applicant is proposing a density of no more than four (4) units per developable acre within the Property.

The Generalized Site Plan illustrates how the Applicant has taken steps to preserve a majority of the on-site wetlands. The project will also provide a number of recreational fields with restrooms, a pool pavilion, a children’s playground, and parking to serve residents of the Ayrshire community. The Generalized Site Plan also shows site access, drainage and open space.

Project Benefits

A list of the project’s public benefits includes:

1. Providing much-needed housing for inventory in the City, with a variety of housing types and price points.

2. Constructing an access road to a City park site from U.S. Highway 17 to allow use of the land by City residents and others. The road will connect into the Property to provide residents with a second access road (the other access is County Road 15A).
3. Preservation of a majority of on-site wetlands.
4. Preservation of approximately 20 percent of the Property as open space, including green space and lakes.
5. Providing sidewalks and bike paths that interconnect off-site, which will be open to the public.
6. Providing parks for community residents and their guests.
7. Property taxes and other revenues generated will more than pay for public services for new residents.

Compatibility with Surrounding Uses

This Comprehensive Plan Amendment (“CPA”) application, along with the companion PUD rezoning application, will result in a maximum of 2,100 residential dwelling units, which supports the projected growing population of the City and Clay County by providing for more housing options for current and future residents.

The Property is located to the south of the existing City boundary, adjacent to or near lands with FLUM designation of Recreation. The Property is located adjacent to or near lands with Clay County FLUM designations of Agricultural (AG) and Agricultural/Residential (AR) to the west, and Heavy Industrial (IB) to the south and east. The surrounding neighborhood has a variety of lot sizes and residential types, as well as a mix of industrial uses.

The companion PUD rezoning application will allow for a more efficient use of the site in a manner that ensures compatibility with the surrounding uses. The proposed site plan has increased buffers to minimize the impact of this development to surrounding residential properties.

City of Green Cove Springs Comprehensive Plan Analysis and Project Justification

The following Comprehensive Plan Elements have Goals, Objectives and Policies that support this application to amend the FLUM designation of the Property to Residential Medium Density (RMD) and Gustafson Activity Center (GAC). The Comprehensive Plan text is in **bold** below, with consistency analysis in *italics* below each goal, objective and policy.

FUTURE LAND USE ELEMENT

Goal 1

To develop and maintain land use programs and activities to provide for the most appropriate use of the land and direct growth to suitable areas while protecting the public, health, safety and welfare.

The Property is currently within the boundaries of unincorporated Clay County. By annexing the Property into the City of Green Cove Springs, the Council will provide for additional, much-needed housing in an area suitable for growth. With the First Coast Expressway being built near the property, utility lines in place nearby and the adjacent railroad line, the proposed Ayrshire project is appropriate.

Objective 1.2

The City shall assure that future land uses have essential facilities and services which meet locally established levels of service (LOS) standards and adopted as part of the Capital Improvements Element (CIE).

Policy 1.2.1 The City shall ensure that development orders are conditioned upon the provision of essential facilities and services which meet the established level of service standards and necessary to serve the proposed development by reviewing each site plan/development proposal to ensure compliance with concurrency and do not go beyond LOS threshold.

The Property is currently undeveloped. The proposed development will not exceed the adopted level of service thresholds for public facilities. The Applicant will extend utility lines and public roads to serve the project and surrounding lands.

Policy 1.2.3 The City shall review proposed annexation requests to determine if potential development may impact services provided by the City and governed by its concurrency management system such that the adopted level of service would be negatively affected at the maximum development potential for the properties under the City's proposed land use category. The impacts calculated shall recognize credits based on the development potential under the existing County land use designation. Parcels that are determined to negatively impact the City's ability to maintain its adopted level of service based on existing and planned improvements shall be required to enter into an agreement with the City prior to approval of a final development order to mitigate impacts associated with the actual development plans consistent with the City's concurrency management system.

The Applicant will provide project roadway connection to County Road 15A and U.S. Highway 17 South, in the locations depicted on the Generalized Site Plan, and will extend water and sewer lines to the site. An existing railroad line runs adjacent to the site, for potential industrial use. The Applicant will provide parks to serve community residents and will construct an extension of the City's trail system that will be open to the public. The Applicant will preserve a majority of on-site wetlands as natural areas.

Objective 1.5

The City shall enforce innovative land development regulations for new developments, which protect the City's natural resources. Policies 1.5.1 Planned Unit Developments shall be encouraged to control growth and design.

Policy 1.5.1 Planned Unit Developments shall be encouraged to control growth and design.

This application to develop approximately 561 acres within the City will allow a maximum of 2,100 single-family and multi-family residential units. Through the concurrent Annexation Application, the tax parcel will be brought within the City limits, allowing growth to occur within the City. The proposed PUD zoning designation will allow for a more efficient use of the site in a manner that ensures compatibility with the surrounding area.

Objective 1.6

Future land use densities and intensities shall be in accordance with the Land Use Element.

Policy 1.6.1.(a)(1) Low Density Residential (>0 to 4 dwelling units per acre). This category consists primarily of single-family dwelling units on individual lots and accessory uses. Churches may also be included.

The companion PUD rezoning application proposes a maximum of 2,100 single-family and multi-family residential units. The proposed densities and intensities of use will not exceed that permitted within the applicable Future Land Use Map designation.

Objective 1.7

The City shall discourage the proliferation of urban sprawl through the appropriate land use.

The proposed Ayrshire project will discourage urban sprawl by annexing the Property into the City's corporate boundaries and providing a future land use designation appropriate for the area. With the First Coast Expressway being constructed near the Property, growth will occur in this area. Section 9J-5.003(134), Florida Administrative Code, defines urban sprawl as urban development or other uses which are located in predominantly rural areas, or rural areas interspersed with generally low-intensity or low-density uses. This site is located adjacent to the City limits, in an area with fairly high-density residential uses, along with commercial and industrial uses. The City has utility lines near the site, which can be extended by the Applicant to serve the project. U.S. Highway 17 and County Road 15A are existing collector roads that serve

the Property, and the First Coast Expressway will soon be available for travel. The proposed density of the project is not low-density, nor is it leapfrog or scattered development.

Policy 1.7.1 The location and timing of new development and the issuance of permits shall be coordinated with the availability of public facilities (including, but not limited to: central sewer, potable water, drainage, roads, and solid waste collection) through implementation of growth management measures such as infill development phasing, programming and appropriate over-sizing of public facilities and zoning and subdivision regulations.

The residential units within the Property can be easily served by the existing County Road 15A and U.S. Highway 17 South for access. The project will also be served by the future First Coast Expressway, which is under construction to the south. A rail line is located along the eastern boundary of the site. Project utilities will be provided as required by applicable provisions of the Code. The availability of water and sewer utilities in the City required to serve the initial phase of the project will be accessed at the time of design. The Applicant will extend all water and sewer lines to serve the Property and connect to CCUA once its new water and wastewater plants are completed.

Policy 1.7.2 The City Limits shall define the urban service area for land planning purposes. The City provides the same level of service to all of the properties within its boundaries and will consider its ability to offer the same level of service to properties under consideration for annexation prior to accepting additional lands into the City.

The Property is located adjacent to the existing city limits, and thus the City's urban service area boundary, and the Applicant has requested to include the site within said boundary via the pending annexation and CPA applications.

Policy 1.7.3 The City shall promote the annexation of property located within the Green Cove Springs utility service boundary.

The Property is located within the City's electricity grid. Historically, the City provided electricity to the Gustafson's plant on the project site.

Objective 1.10

The City may approve amendments to the Comprehensive Plan that are consistent with state law.

Upon the City's approval of the companion annexation application, the Property will be within the corporate boundaries of Green Cove Springs. Then City then has the legal authority to amend its Comprehensive Plan to give the Property the requested Residential Low Density future land use designation.

Objective 1.14 - PROPOSED

Objective 1.14 The City shall adopt, as necessary, Future Land Use Map Amendments with specific development conditions that are consistent with the City’s adopted Level of Service (LOS) standards and Future Land Use Element, and compatible with the surrounding uses.

Policy 1.14.1: Future Land Use Map (FLUM) Amendment 20-XXXX was adopted by Ordinance Number xxxxx on Mm/dd/2021 for that portion of property within Clay County Parcel Identification No. 38-06-26-016515-000-00 located east of County Road 15A and west of U.S. Highway 17 (the “Property”) and changed the future land use designation from County Industrial and County Rural Fringe to Residential Low Density. The Property shall meet the requirements of all applicable goals, objectives, policies and map designations of the Comprehensive Plan; provided, however, land use/development potential for the Property made available by FLUM Amendment XX-000X is hereby limited as follows:

- 1. The Property shall be developed in accordance with a Planned Unit Development, as may be approved by the City in accordance with the City’s Land Development Regulations in effect at the time of the PUD application.**

- 2. Recreational facilities shall be provided commensurate with the City’s Level of Service standard for Recreation set forth in the Recreation and Open Space Element, Policy 6.3.4, of the Comprehensive Plan in effect at the time of the PUD application.**

- 3. Coincident with horizontal construction for the first residential subdivision within the Property, the Property owner/developer shall partner with the City regarding the development of the Gustafson Regional Park. The details of such park development partnership shall be set forth in a development agreement for the Property as may be agreed to by and between the City and the Property owner/developer concurrently with the Property being annexed into the City boundaries (the “Development Agreement”). The Property owner/developer’s contribution to the Gustafson Regional Park shall apply toward the project’s required recreational facilities, per Policy 6.3.4 of the Recreation and Open Space Element of the Comprehensive Plan.**

- 4. The Property owner/developer will be required to provide the traffic mitigation agreed upon between the City and the Property owner/developer, based on the traffic analysis provided by the Property owner/developer. Such required traffic mitigation and other public facility improvements related to development of the Property will be set forth in the Development Agreement. Any required project mitigation shall be in conformance with applicable provisions of the City’s Code of Ordinances and with Section 163.3180, Florida Statutes).**

- 5. Silvicultural and agricultural activities on that portion of the Property zoned Agriculture pursuant to the County's Zoning Map (approximately 180 acres) in existence as of the effective date of Ordinance Number O-08-2021 shall be allowed until such time as horizontal construction begins on the Property or any portion thereof for the uses approved in the PUD.**

The Applicant will submit a Planned Unit Development rezoning application for the Property, which will include the proposed maximum 2,100 residential units. The Applicant will also submit a Development Agreement detailing public facilities to be provided by the City and the Applicant to serve the Ayrshire project. Recreational facilities for the proposed residential units will comply with Policy 6.3.4. The Applicant will partner with the City on development of the Gustafson Regional Park. The Applicant will submit a traffic study with the PUD rezoning application and will set forth details regarding traffic mitigation in the Development Agreement.

TRANSPORTATION ELEMENT

Objective 2.8 Site Development Traffic Circulation

The City shall require that all major developments and planned unit developments provide a circulation system which: provides adequate access to the major roadway network; provides for sound design of local and collector streets within such development; provides for the development of multi-use trails, and otherwise provides for the objectives and policies of the Land Use and Transportation Plan.

The Applicant will utilize the existing County Road 15A and U.S. Highway 17 South to access the proposed development, in the locations depicted on the Generalized Site Plan. Internal roads will be public. As depicted on the Generalized Site Plan, the Applicant will include internal automobile, bicycle and pedestrian interconnectivity within the Property and, to the extent practicable, adjacent lands.

HOUSING ELEMENT

GOAL 3

The City of Green Cove Springs shall make provisions for adequate and affordable housing that meets the physical and social needs of all segments of the current and future population of the City.

This application supports the projected growing population of the City by providing more housing options for current and future residents. According to the Office of Economic and Demographic Research, Clay County's population will increase to 300,961 by 2045, and the City's population is expected to increase proportionately. This application and the companion PUD rezoning application will result in a maximum of 2,100 additional residential dwelling units on the subject Property, an increase in the variety of housing within the City. The project will provide a variety of lot sites and hence a range of market rate prices for housing within the City.

Objective 3.1 Adequate and Affordable Housing

The City shall continue to assist the private sector in providing dwelling units of various types, sizes, and costs to meet the housing needs of the current and future residents and residents with special housing needs.

This Application permits a maximum of 2,100 residential units, supporting the objective to provide dwelling units of various types, sizes and costs.

SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER AND ACQUIFER RECHARGE ELEMENT

GOAL 4

The City of Green Cove Springs shall provide sanitary sewer, solid waste, drainage and potable water facilities and services to meet the needs of existing and future populations.

Policy 4.1.3 All improvements for replacement, expansion, or increase in capacity shall be compatible with the adopted level of service standards for facilities.

The proposed development will not exceed the adopted level of service thresholds for public facilities and shall be compatible.

Objective 4.6

Future development shall be required to connect with central sewer and water systems and provide drainage facilities which maximize the use of existing facilities and discourage urban sprawl.

As part of the subdivision approval of this project, the development will use existing water and sewer facilities for the initial phase of the development. Subsequent phases will be served by CCUA once its new water and wastewater plants are completed. Drainage facilities will be provided on site.

CONSERVATION ELEMENT

GOAL 5

The City of Green Cove Springs shall conserve, utilize, and protect its natural resources to ensure that adequate resources are available for future generations.

The Applicant will preserve a majority of on-site wetlands and adjacent uplands within the project, which shall enhance the natural attributes of the site. This preservation will ensure that natural and environmental resources will be available for existing and future generations.

Objective 5.6

Consistent with Objectives and Policies of the Conservation Element, the City will protect significant habitats of viable populations of threatened or endangered species.

The Applicant will notify all appropriate federal, state, regional and local agencies regarding any listed species and critical habitats located within the Property and will comply with the applicable laws, rules and regulations that protect listed species.

RECREATIONAL AND OPEN SPACE ELEMENT

GOAL 6

To provide and maintain a full range of recreational activities to meet the cultural, social and athletic needs of the City and provide open space to meet the aesthetic, health, safety, and welfare needs of its citizens and visitors.

The Project will be a complete neighborhood, with parks and recreational amenities that provide a high quality of life for residents of the proposed 2,100 homes. The Applicant will provide parks and recreational amenities within the project.

Large-Scale Comprehensive Plan Amendment Application

Ayrshire

(RMDRLD)

Comprehensive Plan Amendment Consistency Analysis

November 30, 2020

Revised March 22, 2021

Revised April 1, 2021

Applicant Information:

Applicant: D.R. Horton - Jacksonville
Bob Porter, Anthony Sharp, John Gislason
4220 Race Track Road
Jacksonville, Florida 32259
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Legal: Rogers Towers, P.A.
Ellen Avery-Smith, Esq.
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Traffic: Chindalur Traffic Solutions, Inc.
Rajesh Chindalur
8515 Baymeadows Way, Suite 401
Jacksonville, Florida 32256
(904) 422-6923

Project Overview

D.R. Horton - Jacksonville (“**Applicant**”) is the contract purchaser of approximately 561 acres located east of County Road 15A, west of U.S. Highway 17 South and south of State Road 16W (Green Cove Avenue) in unincorporated Clay County (the “**Property**”). The Property is the former site of Gustafson’s Dairy Farm, which closed in 2013 and is now abandoned. The Property is currently primarily used for silvicultural purposes. The Property has Clay County Parcel Identification No. 38-06-26-016515-000-00 and is currently owned by Gustafson’s Cattle Inc.

The Applicant is requesting to annex the Property into the City of Green Cove Springs and to change the Future Land Use Map (“**FLUM**”) designation of the Property to Residential **MediumLow** Density (**RMDRLD**). The Property is currently located within unincorporated Clay County and has existing FLUM designation of Rural Fringe and Industrial. The existing zoning district for the Property is Agricultural (AG) and Industrial Select (IS). Concurrently with this application, the Applicant has filed an application for voluntary annexation to have the Property included within the corporate limits of the City of Green Cove Springs (the “**City**”). The Applicant will also apply to rezone the Property to Planned Unit Development (the “**PUD**”).

The Applicant proposes to develop a **mixed-use residential** project consisting of a maximum of 2,100 residential units, to include both single-family and multi-family units. A minimum of 70 percent of the units will be single-family homes. Proposed Future Land Use Map and Generalized Site Plan for the intended plan of development of the Property are enclosed with this application.

The Property is bordered on the north by vacant, recreational property owned by the City; on the east by railroad right-of-way and existing industrial uses; on the west by a mix of uses, including existing residential and agricultural uses; and to the south by vacant, agricultural and existing industrial uses. The proposed Ayrshire project is located near the First Coast Expressway, which is currently under construction.

The Property will be developed in one (1), 20-year phase. The Residential **MediumLow** Density FLUM designation allows for residential density ranging from **zero (0) units to four (4) units to eight (8)** dwelling units per acre. The Applicant is proposing a density of no more than **eight (8) four (4)** units per developable acre within the Property.

The Generalized Site Plan illustrates how the Applicant has taken steps to preserve a majority of the on-site wetlands. The project will also provide a number of recreational fields with restrooms, a pool pavilion, a children’s playground, and parking to serve residents of the Ayrshire community. The Generalized Site Plan also shows site access, drainage and open space.

Project Benefits

A list of the project’s public benefits includes:

1. Providing much-needed housing for inventory in the City, with a variety of housing types and price points.

2. Constructing an access road to a City park site from U.S. Highway 17 to allow use of the land by City residents and others. The road will connect into the Property to provide residents with a second access road (the other access is County Road 15A).
3. Preservation of a majority of on-site wetlands.
4. Preservation of approximately 20 percent of the Property as open space, including green space and lakes.
5. Providing sidewalks and bike paths that interconnect off-site, which will be open to the public.
6. Providing parks for community residents and their guests.
7. Property taxes and other revenues generated will more than pay for public services for new residents.

Compatibility with Surrounding Uses

This Comprehensive Plan Amendment (“CPA”) application, along with the companion PUD rezoning application, will result in a maximum of 2,100 residential dwelling units, which supports the projected growing population of the City and Clay County by providing for more housing options for current and future residents.

The Property is located to the south of the existing City boundary, adjacent to or near lands with FLUM designation of Recreation. The Property is located adjacent to or near lands with Clay County FLUM designations of Agricultural (AG) and Agricultural/Residential (AR) to the west, and Heavy Industrial (IB) to the south and east. The surrounding neighborhood has a variety of lot sizes and residential types, as well as a mix of industrial uses.

The companion PUD rezoning application will allow for a more efficient use of the site in a manner that ensures compatibility with the surrounding uses. The proposed site plan has increased buffers to minimize the impact of this development to surrounding residential properties.

City of Green Cove Springs Comprehensive Plan Analysis and Project Justification

The following Comprehensive Plan Elements have Goals, Objectives and Policies that support this application to amend the FLUM designation of the Property to Residential Medium Density (RMD) and Gustafson Activity Center (GAC). The Comprehensive Plan text is in **bold** below, with consistency analysis in *italics* below each goal, objective and policy.

FUTURE LAND USE ELEMENT

Goal 1

To develop and maintain land use programs and activities to provide for the most appropriate use of the land and direct growth to suitable areas while protecting the public, health, safety and welfare.

The Property is currently within the boundaries of unincorporated Clay County. By annexing the Property into the City of Green Cove Springs, the Council will provide for additional, much-needed housing in an area suitable for growth. With the First Coast Expressway being built near the property, utility lines in place nearby and the adjacent railroad line, the proposed Ayrshire project is appropriate.

Objective 1.2

The City shall assure that future land uses have essential facilities and services which meet locally established levels of service (LOS) standards and adopted as part of the Capital Improvements Element (CIE).

Policy 1.2.1 The City shall ensure that development orders are conditioned upon the provision of essential facilities and services which meet the established level of service standards and necessary to serve the proposed development by reviewing each site plan/development proposal to ensure compliance with concurrency and do not go beyond LOS threshold.

The Property is currently undeveloped. The proposed development will not exceed the adopted level of service thresholds for public facilities. The Applicant will extend utility lines and public roads to serve the project and surrounding lands.

Policy 1.2.3 The City shall review proposed annexation requests to determine if potential development may impact services provided by the City and governed by its concurrency management system such that the adopted level of service would be negatively affected at the maximum development potential for the properties under the City's proposed land use category. The impacts calculated shall recognize credits based on the development potential under the existing County land use designation. Parcels that are determined to negatively impact the City's ability to maintain its adopted level of service based on existing and planned improvements shall be required to enter into an agreement with the City prior to approval of a final development order to mitigate impacts associated with the actual development plans consistent with the City's concurrency management system.

The Applicant will provide project roadway connection to County Road 15A and U.S. Highway 17 South, in the locations depicted on the Generalized Site Plan, and will extend water and sewer lines to the site. An existing railroad line runs adjacent to the site, for potential industrial use. The Applicant will provide parks to serve community residents and will construct an extension of the City's trail system that will be open to the public. The Applicant will preserve a majority of on-site wetlands as natural areas.

Objective 1.5

The City shall enforce innovative land development regulations for new developments, which protect the City's natural resources. Policies 1.5.1 Planned Unit Developments shall be encouraged to control growth and design.

Policy 1.5.1 Planned Unit Developments shall be encouraged to control growth and design.

This application to develop approximately 561 acres within the City will allow a maximum of 2,100 single-family and multi-family residential units. Through the concurrent Annexation Application, the tax parcel will be brought within the City limits, allowing growth to occur within the City. The proposed PUD zoning designation will allow for a more efficient use of the site in a manner that ensures compatibility with the surrounding area.

Objective 1.6

Future land use densities and intensities shall be in accordance with the Land Use Element.

Policy 1.6.1.(a)(2) — ~~Medium 1~~ Low Density Residential (>40 to 84 dwelling units per acre). This category consists primarily of ~~duplex dwelling units and multi~~single-family dwelling units. Single-family dwellings, churches, group homes, housing for the elderly and similar on individual lots and accessory uses shall. Churches may also be included.

The companion PUD rezoning application proposes a maximum of 2,100 single-family and multi-family residential units. The proposed densities and intensities of use will not exceed that permitted within the applicable Future Land Use Map designation.

Objective 1.7

The City shall discourage the proliferation of urban sprawl through the appropriate land use.

The proposed Ayrshire project will discourage urban sprawl by annexing the Property into the City's corporate boundaries and providing a future land use designation appropriate for the area. With the First Coast Expressway being constructed near the Property, growth will occur in this area. Section 9J-5.003(134), Florida Administrative Code, defines urban sprawl as urban development or other uses which are located in predominantly rural areas, or rural areas interspersed with generally low-intensity or low-density uses. This site is located adjacent to the City limits, in an area with fairly high-density residential uses, along with commercial and

industrial uses. The City has utility lines near the site, which can be extended by the Applicant to serve the project. U.S. Highway 17 and County Road 15A are existing collector roads that serve the Property, and the First Coast Expressway will soon be available for travel. The proposed density of the project is not low-density, nor is it leapfrog or scattered development.

Policy 1.7.1 The location and timing of new development and the issuance of permits shall be coordinated with the availability of public facilities (including, but not limited to: central sewer, potable water, drainage, roads, and solid waste collection) through implementation of growth management measures such as infill development phasing, programming and appropriate over-sizing of public facilities and zoning and subdivision regulations.

The residential units within the Property can be easily served by the existing County Road 15A and U.S. Highway 17 South for access. The project will also be served by the future First Coast Expressway, which is under construction to the south. A rail line is located along the eastern boundary of the site. Project utilities will be provided as required by applicable provisions of the Code. The availability of water and sewer utilities in the City required to serve the initial phase of the project will be accessed at the time of design. The Applicant will extend all water and sewer lines to serve the Property and connect to CCUA once its new water and wastewater plants are completed.

Policy 1.7.2 The City Limits shall define the urban service area for land planning purposes. The City provides the same level of service to all of the properties within its boundaries and will consider its ability to offer the same level of service to properties under consideration for annexation prior to accepting additional lands into the City.

The Property is located adjacent to the existing city limits, and thus the City's urban service area boundary, and the Applicant has requested to include the site within said boundary via the pending annexation and CPA applications.

Policy 1.7.3 The City shall promote the annexation of property located within the Green Cove Springs utility service boundary.

The Property is located within the City's electricity grid. Historically, the City provided electricity to the Gustafson's plant on the project site.

Objective 1.10

The City may approve amendments to the Comprehensive Plan that are consistent with state law.

*Upon the City's approval of the companion annexation application, the Property will be within the corporate boundaries of Green Cove Springs. Then City then has the legal authority to amend its Comprehensive Plan to give the Property the requested Residential ~~Medium~~Low Density future land use designation.
~~future land use designation.~~*

Objective 1.14 - PROPOSED

Objective 1.14 The City shall adopt, as necessary, Future Land Use Map Amendments with specific development conditions that are consistent with the City’s adopted Level of Service (LOS) standards and Future Land Use Element, and compatible with the surrounding uses.

Policy 1.14.1: Future Land Use Map (FLUM) Amendment 20-XXXX was adopted by Ordinance Number xxxxx on Mm/dd/2021 for that portion of property within Clay County Parcel Identification No. 38-06-26-016515-000-00 located east of County Road 15A and west of U.S. Highway 17 (the “Property”) and changed the future land use designation from County Industrial and County Rural Fringe to Residential ~~Medium~~Low Density. The Property shall meet the requirements of all applicable goals, objectives, policies and map designations of the Comprehensive Plan; provided, however, land use/development potential for the Property made available by FLUM Amendment XX-000X is hereby limited as follows:

- 1. The Property shall be developed in accordance with a Planned Unit Development, as may be approved by the City in accordance with the City’s Land Development Regulations in effect at the time of the PUD application.**
- 2. Recreational facilities shall be provided commensurate with the City’s Level of Service standard for Recreation set forth in the Recreation and Open Space Element, Policy 6.3.4, of the Comprehensive Plan in effect at the time of the PUD application.**
- 3. Coincident with horizontal construction for the first residential subdivision within the Property, the Property owner/developer shall partner with the City regarding the development of the Gustafson Regional Park. The details of such park development partnership shall be set forth in a development agreement for the Property as may be agreed to ~~be entered into~~ by and between the City and the Property owner/developer concurrently with the Property being annexed into the City boundaries (the “Development Agreement”). The Property owner/developer’s contribution to the Gustafson Regional Park shall apply toward the project’s required recreational facilities, per Policy 6.3.4 of the Recreation and Open Space Element of the Comprehensive Plan.**
- 4. The Property owner/developer will be required to provide the traffic mitigation agreed upon between the City and the Property owner/developer, based on the traffic analysis provided by the Property owner/developer. Such required traffic mitigation and other public facility improvements related to development of the**

Property will be set forth in the Development Agreement. Any required project mitigation shall be in conformance with applicable provisions of the City's Code of Ordinances and with Section 163.3180, Florida Statutes).

5. Silvicultural and agricultural activities on that portion of the Property zoned Agriculture pursuant to the County's Zoning Map (approximately 180 acres) in existence as of the effective date of Ordinance Number ~~XXXO-08-2021~~ shall be allowed until such time as horizontal construction begins on the Property or any portion thereof for the uses approved in the PUD.

The Applicant will submit a Planned Unit Development rezoning application for the Property, which will include the proposed maximum 2,100 residential units. The Applicant will also submit a Development Agreement detailing public facilities to be provided by the City and the Applicant to serve the Ayrshire project. Recreational facilities for the proposed residential units will comply with Policy 6.3.4. The Applicant will partner with the City on development of the Gustafson Regional Park. The Applicant will submit a traffic study with the PUD rezoning application and will set forth details regarding traffic mitigation in the Development Agreement.

TRANSPORTATION ELEMENT

Objective 2.8 Site Development Traffic Circulation

The City shall require that all major developments and planned unit developments provide a circulation system which: provides adequate access to the major roadway network; provides for sound design of local and collector streets within such development; provides for the development of multi-use trails, and otherwise provides for the objectives and policies of the Land Use and Transportation Plan.

The Applicant will utilize the existing County Road 15A and U.S. Highway 17 South to access the proposed development, in the locations depicted on the Generalized Site Plan. Internal roads will be public. As depicted on the Generalized Site Plan, the Applicant will include internal automobile, bicycle and pedestrian interconnectivity within the Property and, to the extent practicable, adjacent lands.

HOUSING ELEMENT

GOAL 3

The City of Green Cove Springs shall make provisions for adequate and affordable housing that meets the physical and social needs of all segments of the current and future population of the City.

This application supports the projected growing population of the City by providing more housing options for current and future residents. According to the Office of Economic and Demographic Research, Clay County's population will increase to 300,961 by 2045, and the City's population is expected to increase proportionately. This application and the companion PUD rezoning application will result in a maximum of 2,100 additional residential dwelling units on the subject Property, an increase in the variety of housing within the City. The project will provide a variety of lot sites and hence a range of market rate prices for housing within the City.

Objective 3.1 Adequate and Affordable Housing

The City shall continue to assist the private sector in providing dwelling units of various types, sizes, and costs to meet the housing needs of the current and future residents and residents with special housing needs.

This Application permits a maximum of 2,100 residential units, supporting the objective to provide dwelling units of various types, sizes and costs.

SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER AND ACQUIFER RECHARGE ELEMENT

GOAL 4

The City of Green Cove Springs shall provide sanitary sewer, solid waste, drainage and potable water facilities and services to meet the needs of existing and future populations.

Policy 4.1.3 All improvements for replacement, expansion, or increase in capacity shall be compatible with the adopted level of service standards for facilities.

The proposed development will not exceed the adopted level of service thresholds for public facilities and shall be compatible.

Objective 4.6

Future development shall be required to connect with central sewer and water systems and provide drainage facilities which maximize the use of existing facilities and discourage urban sprawl.

As part of the subdivision approval of this project, the development will use existing water and sewer facilities for the initial phase of the development. Subsequent phases will be served by CCUA once its new water and wastewater plants are completed. Drainage facilities will be provided on site.

CONSERVATION ELEMENT

GOAL 5

The City of Green Cove Springs shall conserve, utilize, and protect its natural resources to ensure that adequate resources are available for future generations.

The Applicant will preserve a majority of on-site wetlands and adjacent uplands within the project, which shall enhance the natural attributes of the site. This preservation will ensure that natural and environmental resources will be available for existing and future generations.

Objective 5.6

Consistent with Objectives and Policies of the Conservation Element, the City will protect significant habitats of viable populations of threatened or endangered species.

The Applicant will notify all appropriate federal, state, regional and local agencies regarding any listed species and critical habitats located within the Property and will comply with the applicable laws, rules and regulations that protect listed species.

RECREATIONAL AND OPEN SPACE ELEMENT

GOAL 6

To provide and maintain a full range of recreational activities to meet the cultural, social and athletic needs of the City and provide open space to meet the aesthetic, health, safety, and welfare needs of its citizens and visitors.

The Project will be a complete neighborhood, with parks and recreational amenities that provide a high quality of life for residents of the proposed 2,100 homes. The Applicant will provide parks and recreational amenities within the project.

Ayrshire Planned Unit Development

City of Green Cove Springs, Florida

March 22, 2021
Revised April 5, 2021

Team Roster

Owners:

Gustafson's Cattle, Inc.
P.O. Box 600337
Jacksonville, Florida 32260

Applicant:

D.R. Horton, Inc. – Jacksonville
Bob Porter, Anthony Sharp, John Gislason
4220 Race Track Road
St. Johns, Florida 32259
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Exhibit List:

Exhibit "A" – Legal Description of the Property
Exhibit "B" – Conceptual Development Plan
Exhibit "C" – Collector Road Typical Section
Exhibit "D" – Typical Landscape Plan

A. Development Summary

This application proposes to rezone approximately 561 acres (the “Property”) from Agriculture (AG) and Industrial Select (IS) (Clay County) to Planned Unit Development (PUD) in the City of Green Cove Springs. The Property is owned by Gustafson’s Cattle, Inc. and is under contract for purchase by D.R. Horton, Inc. – Jacksonville (the “Applicant”). A legal description of the Property is attached as **Exhibit “A”**.

The requested PUD rezoning application is a companion to applications to annex the Property into the City of Green Cove Springs and to change the Future Land Use Map designation from Industrial and Rural Fringe (Clay County) to Residential Low Density in the City. The PUD is consistent with the proposed City Future Land Use Map (“FLUM”) designations set forth in the City of Green Cove Springs Comprehensive Plan.

The Property is located east of County Road 15A, north and west of U.S. Highway 17 and south of the current corporate limits of Green Cove Springs. The City owns a vacant regional park site to the north of the Property. The rest of the Property is surrounded by industrial and residential lands, some of which are developed and others are vacant.

The Applicant will provide roads, utilities, parks and other infrastructure to serve the Property. A majority of the on-site wetlands will be preserved and set aside to enhance the natural attributes of the site.

Unless specified otherwise in this PUD text and the PUD ordinance approving the same, the project will comply with applicable provisions of the City of Green Cove Springs Land Development Code (the “Code”).

B. The Property

The Property includes approximately 561 acres. Wetlands will be delineated pursuant to requirements of the St. Johns River Water Management District (“District”) and U.S. Army Corps of Engineers (“Corps”), and any proposed wetland impacts will be permitted by the District and Corps. A conceptual site plan for the Property is illustrated on the Conceptual Development Plan attached as **Exhibit “B”**.

C. Residential Development

The Property will include a maximum of 2,100 residential units, which will include single-family and multi-family dwellings. No more than 30 percent of the residential units will be multi-family. Approximately 462 acres of the Property are developable.

The Property will also include parks and other recreational areas to serve the proposed residential development. Temporary construction offices and trailers,

and essential services including roads, water, sewer, gas, telephone, stormwater management facilities, radio, television and electric and cellular communication towers will be permitted within residential portions of the project.

D. Non-residential Development

There will be no non-residential development within the Property except for uses ancillary to the residential development described in Section C hereof.

E. Site Development Criteria

1. Residential Criteria

a. Single-Family Residential:

1. Setbacks: The minimum building setbacks are as follows:
 - a. A minimum of 50 feet from the right-of-way of County Road 15A and 20 feet from the primary internal access road labeled Jersey Avenue on the Conceptual Development Plan.
 - b. Lot setbacks are: Front Yard: 20 feet from face of garage, 15 feet from front facade of house; 10 feet on Corners
Rear Yard: 10 feet
Side Yard: 5 feet
2. Building height: Buildings shall not exceed 35 feet in height.
3. Minimum lot size: 4,000 square feet.
4. Minimum lot width: 40 feet. Lot sizes will range from 40 to 60 feet in width.
5. Maximum impervious surface ratio: 50 percent for the Property (the entire PUD).
6. Maximum lot coverage by buildings: 60 percent per Lot and 60 percent for the Property (the entire PUD).
7. Density: There are approximately 561 acres designated for residential use within the Property. The Residential Low Density Future Land Use designation of the Property allows a maximum density of four (4) units per acre. The proposed density of 3.74 units per acre is consistent with the requirements for the Residential Low Density Future Land Use category set forth in the Green Cove Springs Comprehensive Plan.
8. Parking: Each residence will have two (2) parking spaces. Single-family homes will have enclosed garages that are a minimum of 200 square feet (10 feet by 20 feet).

2. Multi-Family/Townhome Criteria

a. Setbacks: The minimum building setbacks are as follows:

1. A minimum of 50 feet from the right-of-way of County Road 15A and 20 feet from the primary internal access road labeled Jersey Avenue on the Conceptual Development Plan.
2. Lot setbacks are: Front Yard: 15 feet
Rear Yard: 10 feet
Side Yard: 10 feet from property lines, 0 feet for interior lots with common wall lines, minimum 20 feet of separation between buildings

- b. Building height: Townhome and duplex buildings shall not exceed 45 feet in height.
- c. Minimum lot size: 1,200 square feet
- d. Minimum lot width: 15 feet.
- e. Maximum impervious surface ratio: 75 percent.
- f. Maximum lot coverage by buildings: 60 percent of the overall parcel.
- g. Density. See Section E.1.a.7 for residential density calculation.
- h. Parking: Townhome units will have two (2) parking spaces per unit. Apartment units will have 1.75 parking spaces per unit. All multi-family parcels (townhomes and apartments) shall also include one (1) guest parking space for each four (4) dwelling units.

3. Signage. On-site signs shall be permitted within the Property. Project signage shall meet the applicable requirements of Code Sections 125-13 and 125-14 except as follows:

- a. At each project entrance along County Road 15A, the Applicant shall be permitted one (1) ground sign, with a maximum of 32 square feet of advertising display area. These signs will not exceed 12 feet in height. The generation locations of these signs will be depicted on applicable construction plans. Project signs may be lighted or illuminated. The Applicant may construct a fence, masonry wall or berm or install landscaping and/or vegetation (or provide a combination thereof) to compliment the entrance feature.
- b. Construction and/or advertising signs shall be allowed as on-site temporary signs. Such signs must be removed within 30 days after the last unit is sold. The signs may be two (2) sided with each face limited to six (6) square feet.

- c. Various locational, directional, model home and traffic control signs shall be allowed on site to direct traffic and for identification of sales offices, recreation areas, etc. Such signs will be a maximum of three (3) square feet in size.

G. Infrastructure

1. Drainage: A master stormwater management system shall be constructed and maintained by a homeowners' association ("HOA") or a community development district ("CDD"). The stormwater management system will be constructed in accordance with the requirements of the City of Green Cove Springs and the St. Johns River Water Management District. Final HOA or CDD documents will be submitted with the final plat application. The conceptual master stormwater plan for the entire PUD shall be approved prior to the City's approval of the first final plat.
2. Site Access: Vehicular access within the Property connects off-site to County Road 15A and U.S. Highway 17 in the locations depicted on the Conceptual Development Plan. The primary site access collector road will be constructed in accordance with the typical section attached as Exhibit "C". Streets interior to the project shall be publicly dedicated. Traffic calming techniques, including but not limited to raised intersections, traffic circles and shared multi-modal spaces, will be encouraged.
3. Pedestrian Circulation: An eight (8)-foot multi-use path shall be provided along one side of the primary access collector road from U.S. 17 (if the PUD is connected to U.S. 17) to County Road 15A, through the Property to Jersey Avenue. No sidewalk shall be provided on the other side of such collector road. Internal project pedestrian circulation will be provided via sidewalks on one side of internal streets. No sidewalks will be provided on the other side of internal streets. Sidewalks shall be four (4) feet in width and shall be provided on one side of residential streets and on both sides of collector roads on which residential lots do not directly access. Sidewalks will connect to all project park sites. Any sidewalks constructed along County Road 15A shall be five (5) feet in width.
4. Parks, Open Space and Recreational Facilities: The project will provide a minimum of five (5) acres of parks for every 1,000 residents, per Comprehensive Plan Policy 6.3.4. The project will be presumed to have 2.4 residents per unit for the purposes of calculating park requirements under this PUD. The Applicant, its successors and assigns, will provide recreational facilities which may include an amenity center, swimming pool, playgrounds, tot lots, pickleball courts, dog parks, walking trails, multi-purpose trails and others to serve the community. No regional parks will be located within the PUD boundaries.
5. Solid Waste Collection: Solid waste collection will be provided by a City-contracted waste collection company.

6. Utilities: Except for those utilities already in place, or the relocation of such utilities, all utilities within the Project shall be underground. As part of the subdivision approval of this project, Ayrshire will use existing water and sewer facilities for the initial phase of the development. Subsequent phases will be served by CCUA once its new water and wastewater plants are completed.
7. Transportation Systems: All transportation systems will comply with applicable provisions of City Code Chapter 113, Article II, Division 2, except for the primary access collector road, for which the typical section is attached as Exhibit "C", and except as otherwise set forth in this PUD ordinance and its exhibits.

H. Buffering and Landscaping

1. Perimeter Buffer: A natural or landscaped buffer a minimum ten (10)-foot wide shall be located along the perimeters of the Property, except that the buffer along County Road 15A, U.S. Highway 17 and the railroad line shall be fifty (50) feet wide. The Applicant will be permitted to construct sidewalks within the perimeter buffer, in the general locations depicted on the Conceptual Development Plan. Buffer areas will be owned and maintained by an HOA or CDD.
2. Landscaping. A typical landscape plan for the Property is attached hereto as Exhibit "D". Tree mitigation and landscaping will comply with applicable provisions of Code Chapter 113, Article VI. Street trees for all roadways, including the north side of Jersey Avenue, shall comply with applicable provisions of City Code Section 113-244. Parking lots that contain more than 20 parking spaces shall meet applicable landscape requirements of City Code Section 113-246. The Applicant will provide tree surveys for portions of the Property subject to development with the filing of construction plans for such areas. Such tree surveys shall show all existing trees 12 inches diameter breast height or larger and shall detail which of such trees are proposed to be saved and removed. No tree surveys will be provided for areas of the Property that will remain undisturbed. A canopy tree of a minimum 2.5 inches diameter breast height at the time of planting shall be planted on each single-family lot prior to the City's issuance of a certificate of occupancy. Such trees shall be irrigated through the establishment period.
3. Upland Buffers: An averaged 25-foot natural vegetative upland buffer shall be required and maintained between developed area and contiguous wetlands. The 25 feet shall be measured from the State jurisdictional wetland line.

I. Temporary Uses

Ten (10) percent of the homes within the PUD may be constructed as model homes with approved construction plans. The model homes may be built during

construction of the infrastructure and may be used for sales, administration and construction offices. The City will not issue certificates of occupancy for model homes until related infrastructure construction has been completed. Parking for the model homes and sales offices will be located within the driveway or adjacent lot. Model homes will be required to meet applicable building code requirements for business occupancy. Development of the site and construction of the improvements will require temporary uses such as construction trailers, sales offices, temporary signage and temporary access. Temporary construction and sales trailers will be removed no later than 30 days following the issuance of a certificate of occupancy for the last home constructed on the Property. The Applicant shall be permitted to erect temporary on-site construction and real estate signage on the Property.

J. Accessory Uses

Standard residential accessory uses will be allowed within the residential building areas of the site, including but not limited to decks, swimming pools, patios, air conditioning units, walkways and sidewalks.

Accessory uses such as private garages/mother-in-law suites and storage buildings; home occupations in compliance with applicable provisions of City Code Section 117-789; model homes; guardhouses; air conditioning units and related heating/cooling units; swimming pools and pool equipment; fences, walls or hedges; gazebos and other open-air structures; boardwalks, docks, and other similar uses shall be permitted within the Property. Accessory uses shall comply with the applicable development criteria set forth in Section E of this PUD text.

The following criteria will apply to mother-in-law suites:

1. The unit shall be accessory to and on the same property as a single-family dwelling unit.
2. The unit shall be developed in conjunction with or after development of the principal dwelling unit and the owner of the property must reside within either the principal or the accessory dwelling unit.
3. Not more than one (1) accessory dwelling unit per single-family residential lot is permitted.
4. No accessory dwelling unit shall be sold separately from the principal dwelling unit. The accessory dwelling unit and the principal dwelling unit shall be located on a single lot or parcel, or on a combination of lots or parcels.
5. The air-conditioned floor area of the accessory dwelling unit shall not exceed 50 percent of the air-conditioned floor area of the principal structure, The accessory dwelling unit shall be no less than 200 square feet of air-conditioned floor area.

6. The unit shall meet the site development criteria specified in Section E of this PUD text.
7. The unit shall be designed so that the exterior façade material is similar in appearance (material and color) of the existing principal structure.
8. A minimum of one (1), but not more than two (2) parking spaces shall be provided for the accessory dwelling unit, in addition to the spaces required for the principal dwelling unit.
9. Construction of the accessory dwelling unit, in combination with all structures on the property, shall not cause the maximum lot coverage of this PUD to be exceeded.
10. The accessory dwelling unit shall be serviced by centralized water and wastewater.
11. An accessory dwelling unit shall be treated as a multi-family unit for impact fees.

K. Project Phasing

The project will be constructed in one (1), 20-year phase. Construction will be commenced by 2024 and shall be completed by December 31, 2044. For purposes of this PUD, “commencement” shall mean securing approved construction drawings. “Completion” shall be defined as the installation of horizontal infrastructure and City approval of as-builts.

L. Ownership Agreement

The Applicant, on behalf of itself and its successors and assigns, hereby agrees and stipulates to proceed with the proposed development in accordance with the PUD ordinance for this application as adopted by the Green Cove Springs City Council. The Applicant also agrees to comply with all conditions and safeguards established by the City of Green Cove Springs with respect to this Planned Unit Development application.

Exhibit "A"**Legal Description of the Property**

A portion of Section 38 of the George I.F. Clarke Grant, Township 6 South, Range 26 East, Clay County, Florida, being a portion of those lands described and recorded in Official Records Book 1545, page 513 of the Public Records of said county and being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Easterly right of way line of County Road 15A, (South Oakridge Avenue), a 100 foot right of way as presently established with the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established; thence Southerly along said Easterly right of way line and along the arc of a curve concave Westerly having a radius of 1959.86 feet, through a central angle of $14^{\circ}47'09''$, an arc length of 505.76 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $05^{\circ}15'37''$ East, 504.36 feet; thence South $02^{\circ}07'57''$ West, continuing along last said Easterly right of way line, 1331.79 feet to the Southwest corner of those lands described and recorded in Official Records Book 3863, page 203 of said Public Records and the Point of Beginning.

From said Point of Beginning, thence Easterly and Northeasterly along the Southerly and Southeasterly boundary of last said lands, the following 12 courses: Course 1, thence South $88^{\circ}31'42''$ East, departing last said Easterly right of way line, 282.59 feet; Course 2, thence North $21^{\circ}17'17''$ East, 161.55 feet; Course 3, thence South $68^{\circ}42'43''$ East, 287.10 feet; Course 4, thence South $58^{\circ}52'43''$ East, 32.90 feet; Course 5, thence South $37^{\circ}48'54''$ East, 22.40 feet; Course 6, thence North $70^{\circ}53'31''$ East, 15.20 feet; Course 7, thence North $34^{\circ}14'49''$ East, 52.23 feet; Course 8, thence South $88^{\circ}17'22''$ East, 94.17 feet; Course 9, thence North $31^{\circ}43'31''$ East, 427.82 feet; Course 10, thence North $73^{\circ}46'32''$ West, 158.11 feet; Course 11, thence North $13^{\circ}06'51''$ East, 477.10 feet; Course 12, thence North $10^{\circ}55'57''$ East, 142.00 feet to a point lying on the Southwesterly line of those lands described and recorded as Parcel "A" in Official Records Book 3316, page 1098 of said Public Records; thence South $77^{\circ}06'26''$ East, along last said line, 2932.48 feet to the Northwest corner of those lands described and recorded in Official Records Book 3855, page 1391 of said Public Records; thence Southerly along the westerly line thereof, the following 3 courses: Course 1, thence South $21^{\circ}54'49''$ East, 3242.16 feet; Course 2, thence South $68^{\circ}05'09''$ West, 1307.43 feet; Course 3, thence South $21^{\circ}54'51''$ East, 1003.87 feet to a point lying on the Northerly line of an Access and Maintenance Easement as described and recorded in Official Records Book 3855, page 1394 of said Public Records; thence Westerly along said Northerly line, the following 26 courses: Course 1, thence South $37^{\circ}01'31''$ West, 149.07 feet to the point of curvature of a curve concave Northwesterly having a radius of 955.00 feet; Course 2, thence Southwesterly along the arc of said curve, through a central angle of $16^{\circ}37'06''$, an arc length of 276.99 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $45^{\circ}20'05''$ West, 276.02 feet; Course

3, thence South $67^{\circ}24'13''$ West, along a non-tangent line, 105.10 feet; Course 4, thence South $53^{\circ}45'05''$ West, 12.16 feet; Course 5, thence South $13^{\circ}14'26''$ West, 24.72 feet; Course 6, thence South $63^{\circ}07'28''$ West, 859.11 feet; Course 7, thence North $26^{\circ}52'32''$ West, 5.00 feet; Course 8, thence South $63^{\circ}07'28''$ West, 382.73 feet; Course 9, thence North $26^{\circ}52'32''$ West, 31.65 feet; Course 10, thence South $63^{\circ}07'28''$ West, 74.60 feet; Course 11, thence South $26^{\circ}52'32''$ East, 36.65 feet; Course 12, thence South $63^{\circ}07'28''$ West, 102.14 feet to the point of curvature of a curve concave Northerly having a radius of 955.00 feet; Course 13, thence Westerly along the arc of said curve, through a central angle of $22^{\circ}47'15''$, an arc length of 379.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $74^{\circ}31'05''$ West, 377.32 feet; Course 14, thence South $85^{\circ}54'43''$ West, 731.91 feet; Course 15, thence North $04^{\circ}05'17''$ West, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 250.00 feet; Course 16, thence Westerly along the arc of said curve, through a central angle of $05^{\circ}44'03''$, an arc length of 25.02 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $88^{\circ}46'45''$ West, 25.01 feet; Course 17, thence North $88^{\circ}21'14''$ West, 61.78 feet; Course 18, thence North $19^{\circ}49'14''$ West, 8.30 feet; Course 19, thence North $55^{\circ}44'57''$ West, 30.16 feet; Course 20, thence South $67^{\circ}18'10''$ West, 29.23 feet; Course 21, thence South $07^{\circ}09'24''$ West, 17.00 feet; Course 22, thence North $88^{\circ}21'14''$ West, 362.37 feet; Course 23, thence South $01^{\circ}38'46''$ West, 5.00 feet; Course 24 thence North $88^{\circ}21'14''$ West, 800.00 feet; Course 25, thence North $01^{\circ}38'46''$ East, 10.00 feet; Course 26, thence North $88^{\circ}21'14''$ West, 355.52 feet to a point lying on the aforementioned Easterly right of way line of County Road 15A; thence North $02^{\circ}07'57''$ East, along last said Easterly right of way line, 5150.65 feet to the Point of Beginning.

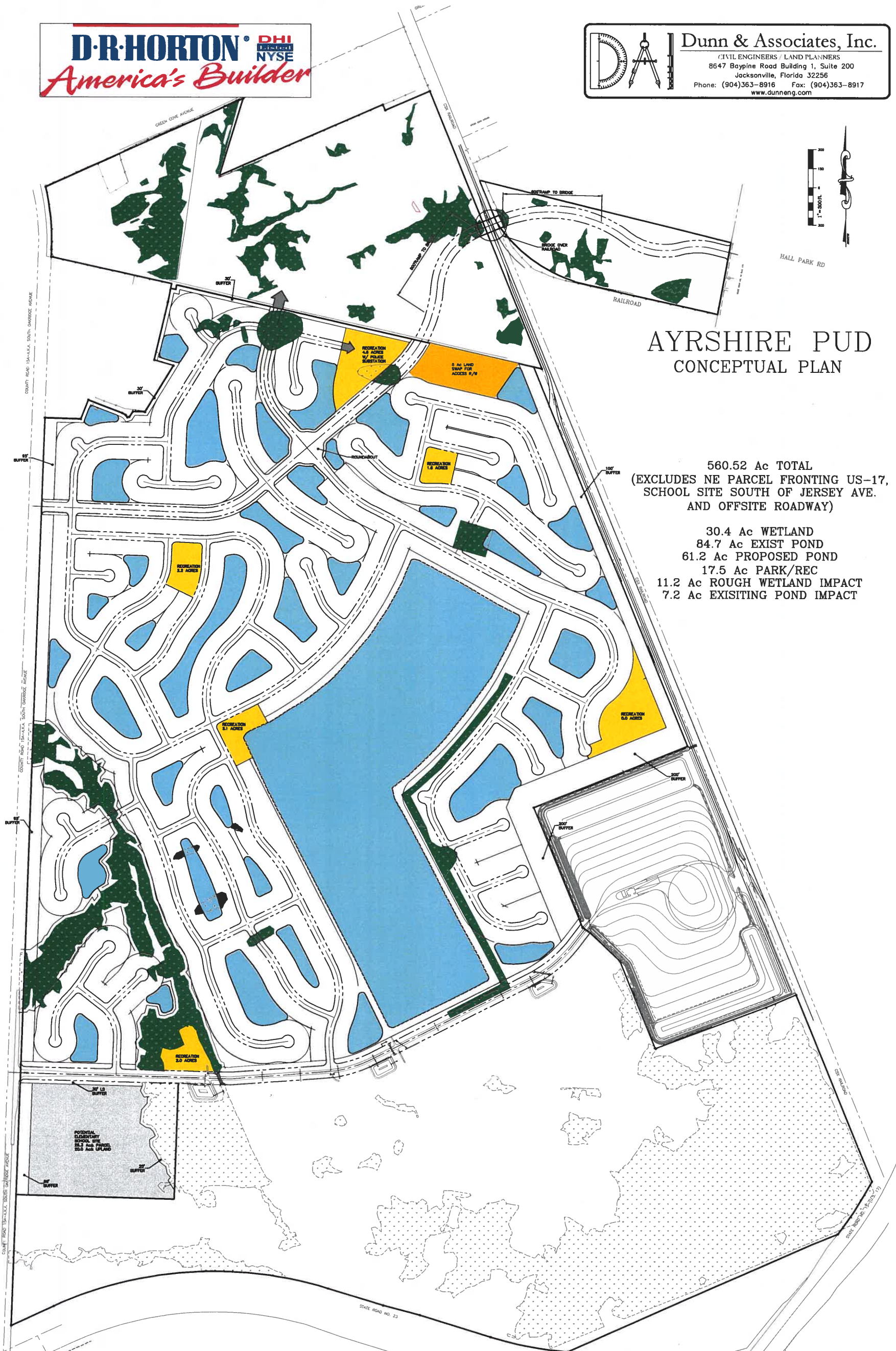
Containing 560.52 acres, more or less.

Exhibit "B"

Conceptual Development Plan



Dunn & Associates, Inc.
 CIVIL ENGINEERS / LAND PLANNERS
 8647 Baypine Road Building 1, Suite 200
 Jacksonville, Florida 32256
 Phone: (904)363-8916 Fax: (904)363-8917
 www.dunneng.com



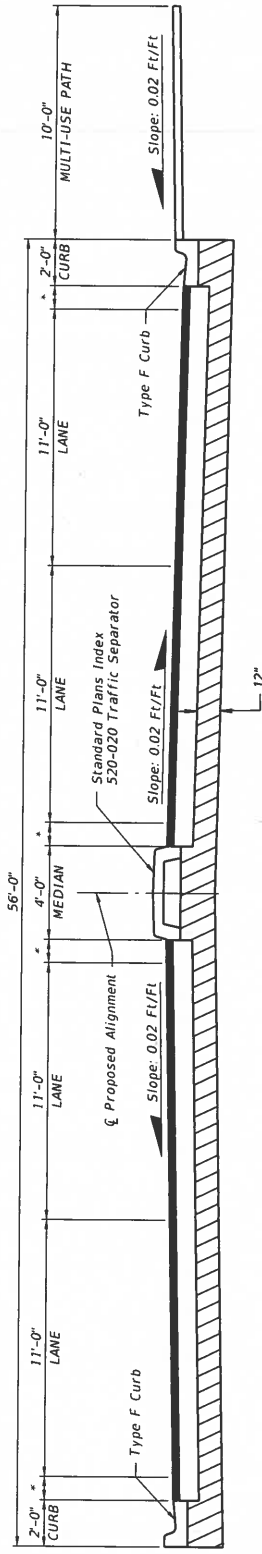
**AYRSHIRE PUD
 CONCEPTUAL PLAN**

560.52 Ac TOTAL
 (EXCLUDES NE PARCEL FRONTING US-17,
 SCHOOL SITE SOUTH OF JERSEY AVE.
 AND OFFSITE ROADWAY)

30.4 Ac WETLAND
84.7 Ac EXIST POND
61.2 Ac PROPOSED POND
17.5 Ac PARK/REC
11.2 Ac ROUGH WETLAND IMPACT
7.2 Ac EXISTING POND IMPACT

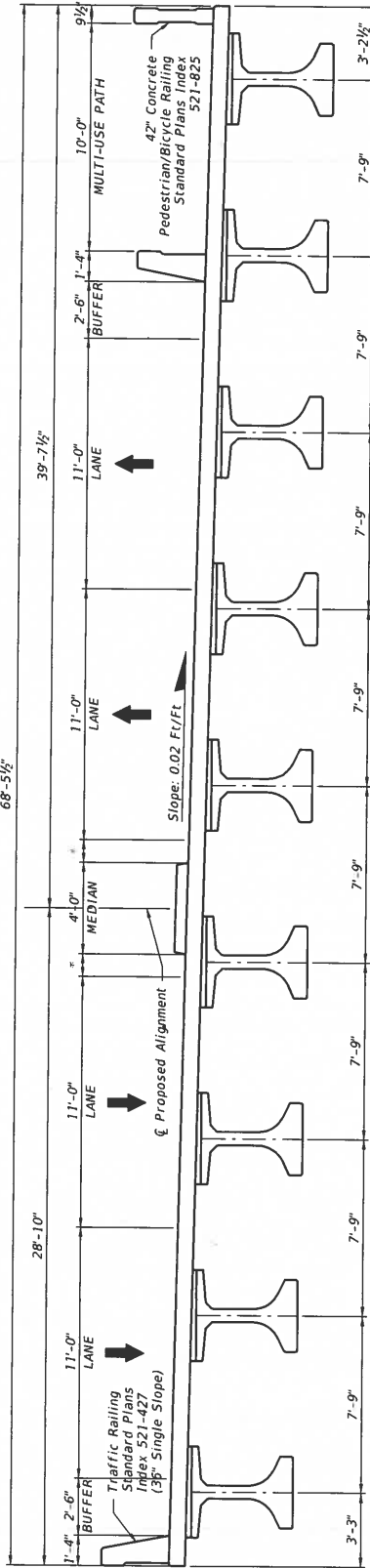
EXHIBIT "C"

Collector Road Typical Section



* 1'-0" Buffer

TYPICAL ROADWAY SECTION



* 1'-0" Buffer

TYPICAL BRIDGE SECTION

BRIDGE NO. XXXXXX

PREVISIONS		DESCRIPTION		DATE		BY	

OWNER: STATE OF FLORIDA		PROJECT TITLE: TYPICAL SECTIONS	
DEPARTMENT OF TRANSPORTATION		PROJECT NAME: AYRSHIRE BRIDGE OVER CSX RAILROAD	
COUNTY: CLAY	BRIDGE PROJECT ID	BRIDGE NO.	SHEET NO.
DESIGNED BY: [blank]	CHECKED BY: [blank]	DATE: [blank]	BY: [blank]
SCALE: [blank]	DATE: [blank]	BY: [blank]	DATE: [blank]

DESIGNED BY: [blank]	CHECKED BY: [blank]	DATE: [blank]	BY: [blank]
SCALE: [blank]	DATE: [blank]	BY: [blank]	DATE: [blank]

DUANE MERRELL, FL P.E.
 P.E. LICENSE NUMBER 36883
 POND & COMPANY
 1200 RIVERPLACE BLVD. STE 600
 JACKSONVILLE, FL 32207

2/19/2021 2:44:20 PM

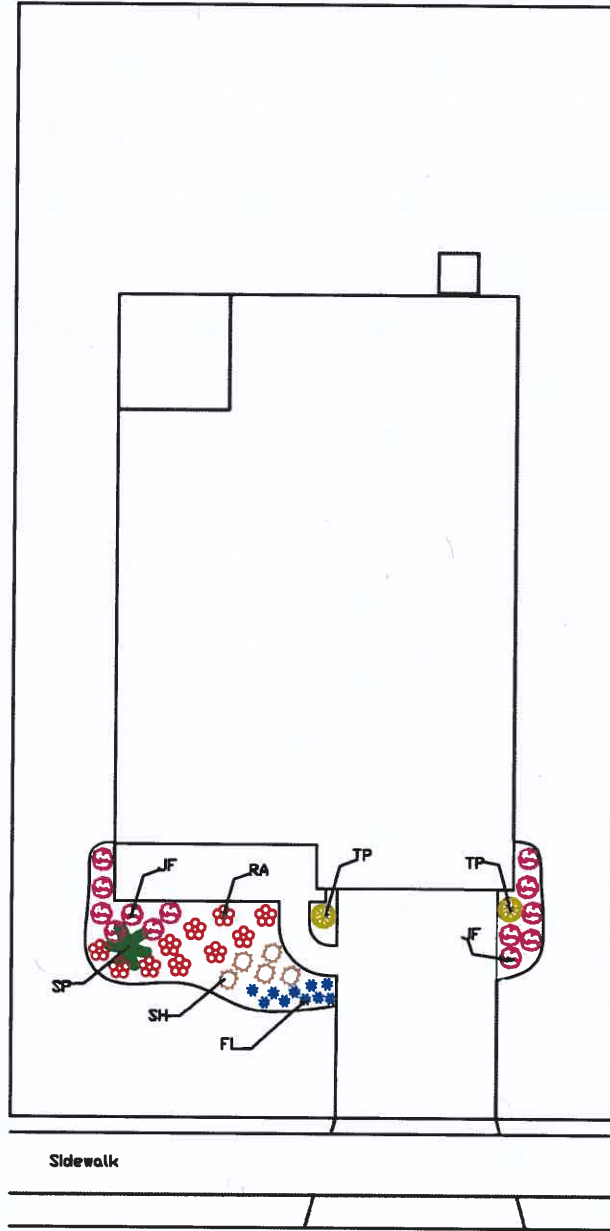
RAY21A1218023.004.CAD\$THICK\$B.TypicalSection1.dwg

EXHIBIT "D"

Typical Landscape Plan

ALTA LAKES

KEY	COMMON NAME	SIZE	QNTY.
TP	Topiary	15 Gallon	2
SP	Sabal Palm	15 Gallon	1
JF	Jack Frost Ligustrum	3 Gallon	13
RA	Fashion Azalea	3 Gallon	10
SH	Miss Shillers Viburnum	3 Gallon	5
FL	Flax Lily	1 Gallon	10



Sidewalk

NO.	DATE	REVISIONS
1		

This drawing and all information herein are the property of Southern Scapes, Inc. and may not be used or copied without written consent of said corporation.

D.R. HORTON

LANDSCAPE PLANTING PLAN



Ayrshire Planned Unit Development

City of Green Cove Springs, Florida

March 22, 2021

Revised April 5, 2021

Team Roster

Owners:

Gustafson's Cattle, Inc.
P.O. Box 600337
Jacksonville, Florida 32260

Applicant:

D.R. Horton, Inc. – Jacksonville
Bob Porter, Anthony Sharp, John Gislason
4220 Race Track Road
St. Johns, Florida 32259
(904) 421-4612

Land Planning/Civil Engineering:

Dunn & Associates, Inc.
Vince Dunn, David Taylor
8647 Baypine Road, Suite 200
Jacksonville, Florida 32256
(904) 363-8916

Legal:

Rogers Towers, P.A.
Ellen Avery-Smith, Esq.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086
(904) 825-1615

Exhibit List:

Exhibit "A" – Legal Description of the Property
Exhibit "B" – Conceptual Development Plan
Exhibit "C" – [Collector Road Typical Section](#)
Exhibit "D" – [Typical Landscape Plan](#)

A. Development Summary

This application proposes to rezone approximately 561 acres (the "Property") from Agriculture (AG) and Industrial Select (IS) (Clay County) to Planned Unit Development (PUD) in the City of Green Cove Springs. The Property is owned by Gustafson's Cattle, Inc. and is under contract for purchase by D.R. Horton, Inc. – Jacksonville (the "Applicant"). A legal description of the Property is attached as Exhibit "A".

The requested PUD rezoning application is a companion to applications to annex the Property into the City of Green Cove Springs and to change the Future Land Use Map designation from Industrial and Rural Fringe (Clay County) to ~~Medium Density~~ Residential Low Density in the City. The PUD is consistent with the proposed City Future Land Use Map ("FLUM") designations set forth in the City of Green Cove Springs Comprehensive Plan.

The Property is located east of County Road 15A, north and west of U.S. Highway 17 and south of the current corporate limits of Green Cove Springs. The City owns a vacant regional park site to the north of the Property. The rest of the Property is surrounded by industrial and residential lands, some of which are developed and others are vacant.

The Applicant will provide roads, utilities, parks and other infrastructure to serve the Property. A majority of the on-site wetlands will be preserved and set aside to enhance the natural attributes of the site.

Unless specified otherwise in this PUD text and the PUD ordinance approving the same, the project will comply with applicable provisions of the City of Green Cove Springs Land Development Code (the "Code").

B. The Property

The Property includes approximately 561 acres. Wetlands will be delineated pursuant to requirements of the St. Johns River Water Management District ("District") and U.S. Army Corps of Engineers (~~("Corps")~~), and any proposed wetland impacts will be permitted by the District and Corps. A conceptual site plan for the Property is illustrated on the Conceptual Development Plan attached ~~hereto~~ as Exhibit "B".

C. Residential Development

The Property will include a maximum of 2,100 residential units, which will include single-family and multi-family dwellings. No more than 30 percent of the residential units will be multi-family. Approximately 462 acres of the Property are developable.

The Property will also include parks and other recreational areas to serve the proposed residential development. Temporary construction offices and trailers,

and essential services including roads, water, sewer, gas, telephone, stormwater management facilities, radio, television and electric and cellular communication towers will be permitted within residential portions of the project.

D. Non-residential Development

There will be no non-residential development within the Property except for uses ancillary to the residential development described in Section C hereof.

E. Site Development Criteria

1. Residential Criteria

a. Single-Family Residential:

1. Setbacks: The minimum building setbacks are as follows:
 - a. A minimum of 50 feet from the right-of-way of ~~U.S. Highway 17 and~~ County Road 15A and 20 feet from the primary internal access road labeled Jersey Avenue on the Conceptual Development Plan.
 - b. Lot setbacks are: Front Yard: 20 feet from face of garage, 15 feet from front facade of house; 10 feet on Corners
 - Rear Yard: 10 feet
 - Side Yard: 5 feet
2. Building height: Buildings shall not exceed 35 feet in height.
3. Minimum lot size: 4,000 square feet.
4. Minimum lot width: 40 feet. Lot sizes will range from 40 to 60 feet in width.
5. Maximum impervious surface ratio: ~~75~~50 percent for the Property; (the entire PUD).
6. Maximum lot coverage by buildings: 60 percent per Lot and 60 percent for the Property; (the entire PUD).
7. Density: There are approximately ~~462-developable~~561 acres designated for residential use within the Property. The ~~Medium Density~~ Residential Low Density Future Land Use designation of the Property allows a maximum density of ~~eight (8)~~four (4) units per acre. The proposed density of ~~4.5~~3.74 units per acre is consistent with the requirements for the ~~Medium-Density~~ Residential Low Density Future Land Use category set forth in the Green Cove Springs Comprehensive Plan.
8. Parking: Each residence will have two (2) parking spaces. Single-family homes will have enclosed garages that are a minimum of 200 square feet (10 feet by 20 feet).

2. Multi-Family/Townhome Criteria

a. Setbacks: The minimum building setbacks are as follows:

1. A minimum of 50 feet from the right-of-way of ~~U.S. Highway 17 and~~ County Road 15A and 20 feet from the primary internal access road labeled Jersey Avenue on the Conceptual Development Plan.
2. Lot setbacks are: Front Yard: 15 feet
Rear Yard: 10 feet
Side Yard: 10 feet from property lines, 0 feet for interior lots with common wall lines, minimum 20 feet of separation between buildings

b. Building height: Townhome and duplex buildings shall not exceed 45 feet in height. ~~Apartment buildings shall not exceed 60 feet in height.~~

c. Minimum lot size: 1,200 square feet

d. Minimum lot width: 15 feet.

e. Maximum impervious surface ratio: 75 percent.

f. Maximum lot coverage by buildings: 60 percent of the overall parcel.

g. Density. See Section E.1.a.7 for residential density calculation.

h. Parking:- Townhome units will have two (2) parking spaces per unit. Apartment units will have 1.75 parking spaces per unit. All multi-family parcels (townhomes and apartments) shall also include one (1) guest parking space for each four (4) dwelling units.

3. Signage

~~a. Project Identification Signage. On-site and off-site signs shall be permitted within and adjacent to the Property. Project signage shall meet the applicable requirements of Code Sections 125-13 and 125-14 except as follows:~~

~~i. At each project entrance along County Road 15A, the Applicant shall be permitted one (1) project identification ground sign, with a maximum of 150 square feet of advertising display area each. These signs will not exceed 25 feet in height. The general locations of these signs will be depicted on applicable construction plans. Such signs may be lighted or illuminated. The Applicant may construct a fence, masonry wall or berm or install landscaping and/or vegetation (or provide a combination thereof) to compliment the entrance feature.~~

~~ii. At each of the two (2) locations along U.S. Highway 17 depicted on the Conceptual Development Plan, the Applicant shall be permitted~~

~~one (1) project identification monument sign, with a maximum of 200 square feet of advertising display area each. These signs will not exceed 35 feet in height. Such signs may be lighted or illuminated.~~

- ~~iii. Temporary “for sale and “for lease” information signs, and construction and/or advertising signs shall be allowed as on-site temporary signs. Such signs must be removed within 30 days after the last unit is sold. The signs may be two (2) sided with each face limited to 32 square feet.~~
- ~~iv. Various directional, location, model and traffic control signs shall be allowed on-site to direct traffic and for identification of sales offices, amenity areas, etc. Such signs will be a maximum of three (3) square feet in size.~~

~~b. Residential Signage: On-site and off-site signs shall be permitted within and adjacent to the Property. Project signage shall meet the applicable requirements of Code Sections 125-13 and 125-14 except as follows:~~

- ~~i. At each project entrance along U.S. Highway 17 and At each project entrance along County Road 15A, the Applicant shall be permitted one (1) ground sign, with a maximum of 32 square feet of advertising display area. These signs will not exceed ~~15~~12 feet in height. The generation locations of these signs will be depicted on applicable construction plans. Project signs may be lighted or illuminated. The Applicant may construct a fence, masonry wall or berm or install landscaping and/or vegetation (or provide a combination thereof) to compliment the entrance feature.~~

~~ii.b. Construction and/or advertising signs shall be allowed as on-site temporary signs. Such signs must be removed within 30 days after the last unit is sold. The signs may be two (2) sided with each face limited to six (6) square feet.~~

~~iii.c. Various locational, directional, model home and traffic control signs shall be allowed on site to direct traffic and for identification of sales offices, recreation areas, etc. Such signs will be a maximum of three (3) square feet in size.~~

G. Infrastructure

1. Drainage: A master stormwater management system shall be constructed and maintained by a homeowners’ association (“HOA”) or a community development district (“CDD”). The stormwater management system will be constructed in accordance with the requirements of the City of Green Cove Springs and the St. Johns River Water Management District. Final HOA or CDD documents will be submitted with the final plat application. The conceptual master stormwater plan for the entire PUD shall be approved prior to the City’s approval of the first final plat.

2. Site Access: Vehicular access within the Property connects off-site to County Road 15A and U.S. Highway 17 in the locations depicted on the Conceptual Development Plan. The primary site access collector road will be constructed in accordance with the typical section attached as Exhibit "C". Streets interior to the project shall be publicly dedicated. Traffic calming techniques, including but not limited to raised intersections, traffic circles and shared multi-modal spaces, will be encouraged.
3. Pedestrian Circulation: ~~Pedestrian circulation will be provided via sidewalks. Sidewalks interior to the project~~An eight (8)-foot multi-use path shall be provided along one side of the primary access collector road from U.S. 17 (if the PUD is connected to U.S. 17) to County Road 15A, through the Property to Jersey Avenue. No sidewalk shall be provided on the other side of such collector road. Internal project pedestrian circulation will be provided via sidewalks on one side of internal streets. No sidewalks will be provided on the other side of internal streets. Sidewalks shall be four (4) feet in width and shall be provided on one side of residential streets and on both sides of collector roads on which residential lots do not directly access. Sidewalks will connect to all project park sites. Any sidewalks constructed along County Road 15A shall be five (5) feet in width.
4. Parks, Open Space and Recreational Facilities: The project will provide a minimum of ~~17.5~~five (5) acres of parks for every 1,000 residents, per Comprehensive Plan Policy 6.3.4. The project will be presumed to have 2.4 residents per unit for the purposes of calculating park requirements under this PUD. The Applicant, its successors and assigns, will provide recreational facilities which may include an amenity center, swimming pool, playgrounds, tot lots, pickleball courts, dog parks, walking trails, multi-purpose trails and others to serve the community and neighborhood parks. ~~No regional parks will be located within the PUD boundaries.~~
5. Solid Waste Collection: Solid waste collection will be provided by a City-contracted waste collection company.
6. Utilities: Except for those utilities already in place, or the relocation of such utilities, all utilities within the Project shall be underground. As part of the subdivision approval of this project, Ayrshire will use existing water and sewer facilities for the initial phase of the development. Subsequent phases will be served by CCUA once its new water and wastewater plants are completed.
7. Transportation Systems: All transportation systems will comply with applicable provisions of City Code Chapter 113, Article II, Division 2, except for the primary access collector road, for which the typical section is attached as Exhibit "C", and except as otherwise set forth in this PUD ordinance and its exhibits.

H. Buffering and Landscaping

1. Perimeter Buffer: A natural or landscaped buffer a minimum ten (10)-foot wide shall be located along the perimeters of the Property, except that the buffer along County Road 15A, U.S. Highway 17 and the railroad line shall be fifty (50) feet wide. The Applicant will be permitted to construct sidewalks within the perimeter buffer, in the general locations depicted on the Conceptual Development Plan. Buffer areas will be owned and maintained by an HOA or CDD.
2. Landscaping. A typical landscape plan for the Property is attached hereto as Exhibit "CD". Tree mitigation and landscaping will comply with applicable provisions of Code Chapter 113, Article VI. Street trees for all roadways, including the north side of Jersey Avenue, shall comply with applicable provisions of City Code Section 113-244. Parking lots that contain more than 20 parking spaces shall meet applicable landscape requirements of City Code Section 113-246. The Applicant will provide tree surveys for portions of the Property subject to development with the filing of construction plans for such areas. Such tree surveys shall show all existing trees 12 inches diameter breast height or larger and shall detail which of such trees are proposed to be saved and removed. No tree surveys will be provided for areas of the Property that will remain undisturbed. A canopy tree of a minimum 2.5 inches diameter breast height at the time of planting shall be planted on each single-family lot prior to the City's issuance of a certificate of occupancy. Such trees shall be irrigated through the establishment period.
3. Upland Buffers: An averaged 25-foot natural vegetative upland buffer shall be required and maintained between developed area and contiguous wetlands. The 25 feet shall be measured from the State jurisdictional wetland line.

I. Temporary Uses

Ten (10) percent of the homes within the PUD may be constructed as model homes with approved construction plans. The model homes may be built during construction of the infrastructure and may be used for sales, administration and construction offices. The City will not issue certificates of occupancy for model homes until related infrastructure construction has been completed. Parking for the model homes and sales offices will be located within the driveway or adjacent lot. Model homes will be required to meet applicable building code requirements for business occupancy. Development of the site and construction of the improvements will require temporary uses such as construction trailers, sales offices, temporary signage and temporary access. Temporary construction and sales trailers will be removed no later than 30 days following the issuance of a certificate of occupancy for the last home constructed on the Property. The Applicant shall be permitted to erect temporary on-site construction and real estate signage on the Property.

J. Accessory Uses

Standard residential accessory uses will be allowed within the residential building areas of the site, including but not limited to decks, swimming pools, patios, air conditioning units, walkways and sidewalks.

Accessory uses such as private garages/mother-in-law suites and storage buildings; home ~~offices~~ occupations in compliance with applicable provisions of City Code Section 117-789; model homes; guardhouses; air conditioning units and related heating/cooling units; swimming pools and pool equipment; fences, walls or hedges; gazebos and other open-air structures; boardwalks, docks, and other similar uses shall be permitted within the Property. Accessory uses shall comply with the applicable development criteria set forth in Section E of this PUD text.

The following criteria will apply to mother-in-law suites:

1. The unit shall be accessory to and on the same property as a single-family dwelling unit.
2. The unit shall be developed in conjunction with or after development of the principal dwelling unit and the owner of the property must reside within either the principal or the accessory dwelling unit.
3. Not more than one (1) accessory dwelling unit per single-family residential lot is permitted.
4. No accessory dwelling unit shall be sold separately from the principal dwelling unit. The accessory dwelling unit and the principal dwelling unit shall be located on a single lot or parcel, or on a combination of lots or parcels.
5. The air-conditioned floor area of the accessory dwelling unit shall not exceed 50 percent of the air-conditioned floor area of the principal structure. The accessory dwelling unit shall be no less than 200 square feet of air-conditioned floor area.
6. The unit shall meet the site development criteria specified in Section E of this PUD text.
7. The unit shall be designed so that the exterior façade material is similar in appearance (material and color) of the existing principal structure.
8. A minimum of one (1), but not more than two (2) parking spaces shall be provided for the accessory dwelling unit, in addition to the spaces required for the principal dwelling unit.

9. Construction of the accessory dwelling unit, in combination with all structures on the property, shall not cause the maximum lot coverage of this PUD to be exceeded.

10. The accessory dwelling unit shall be serviced by centralized water and wastewater.

11. An accessory dwelling unit shall be treated as a multi-family unit for impact fees.

K. Project Phasing

The project will be constructed in one (1), 20-year phase. Construction will be commenced by 2024 and shall be completed by December 31, 2044. For purposes of this PUD, “commencement” shall mean securing approved construction drawings. “Completion” shall be defined as the installation of horizontal infrastructure and City approval of as-builts.

L. Ownership Agreement

The Applicant, on behalf of itself and its successors and assigns, hereby agrees and stipulates to proceed with the proposed development in accordance with the PUD ordinance for this application as adopted by the Green Cove Springs City Council. The Applicant also agrees to comply with all conditions and safeguards established by the City of Green Cove Springs with respect to this Planned Unit Development application.

Exhibit "A"**Legal Description of the Property**

A portion of Section 38 of the George I.F. Clarke Grant, Township 6 South, Range 26 East, Clay County, Florida, being a portion of those lands described and recorded in Official Records Book 1545, page 513 of the Public Records of said county and being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Easterly right of way line of County Road 15A, (South Oakridge Avenue), a 100 foot right of way as presently established with the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established; thence Southerly along said Easterly right of way line and along the arc of a curve concave Westerly having a radius of 1959.86 feet, through a central angle of $14^{\circ}47'09''$, an arc length of 505.76 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $05^{\circ}15'37''$ East, 504.36 feet; thence South $02^{\circ}07'57''$ West, continuing along last said Easterly right of way line, 1331.79 feet to the Southwest corner of those lands described and recorded in Official Records Book 3863, page 203 of said Public Records and the Point of Beginning.

From said Point of Beginning, thence Easterly and Northeasterly along the Southerly and Southeasterly boundary of last said lands, the following 12 courses: Course 1, thence South $88^{\circ}31'42''$ East, departing last said Easterly right of way line, 282.59 feet; Course 2, thence North $21^{\circ}17'17''$ East, 161.55 feet; Course 3, thence South $68^{\circ}42'43''$ East, 287.10 feet; Course 4, thence South $58^{\circ}52'43''$ East, 32.90 feet; Course 5, thence South $37^{\circ}48'54''$ East, 22.40 feet; Course 6, thence North $70^{\circ}53'31''$ East, 15.20 feet; Course 7, thence North $34^{\circ}14'49''$ East, 52.23 feet; Course 8, thence South $88^{\circ}17'22''$ East, 94.17 feet; Course 9, thence North $31^{\circ}43'31''$ East, 427.82 feet; Course 10, thence North $73^{\circ}46'32''$ West, 158.11 feet; Course 11, thence North $13^{\circ}06'51''$ East, 477.10 feet; Course 12, thence North $10^{\circ}55'57''$ East, 142.00 feet to a point lying on the Southwesterly line of those lands described and recorded as Parcel "A" in Official Records Book 3316, page 1098 of said Public Records; thence South $77^{\circ}06'26''$ East, along last said line, 2932.48 feet to the Northwest corner of those lands described and recorded in Official Records Book 3855, page 1391 of said Public Records; thence Southerly along the westerly line thereof, the following 3 courses: Course 1, thence South $21^{\circ}54'49''$ East, 3242.16 feet; Course 2, thence South $68^{\circ}05'09''$ West, 1307.43 feet; Course 3, thence South $21^{\circ}54'51''$ East, 1003.87 feet to a point lying on the Northerly line of an Access and Maintenance Easement as described and recorded in Official Records Book 3855, page 1394 of said Public Records; thence Westerly along said Northerly line, the following 26 courses: Course 1, thence South $37^{\circ}01'31''$ West, 149.07 feet to the point of curvature of a curve concave Northwesterly having a radius of 955.00 feet; Course 2, thence Southwesterly along the arc of said curve, through a central angle of $16^{\circ}37'06''$, an arc length of 276.99 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $45^{\circ}20'05''$ West, 276.02 feet; Course

3, thence South 67°24'13" West, along a non-tangent line, 105.10 feet; Course 4, thence South 53°45'05" West, 12.16 feet; Course 5, thence South 13°14'26" West, 24.72 feet; Course 6, thence South 63°07'28" West, 859.11 feet; Course 7, thence North 26°52'32" West, 5.00 feet; Course 8, thence South 63°07'28" West, 382.73 feet; Course 9, thence North 26°52'32" West, 31.65 feet; Course 10, thence South 63°07'28" West, 74.60 feet; Course 11, thence South 26°52'32" East, 36.65 feet; Course 12, thence South 63°07'28" West, 102.14 feet to the point of curvature of a curve concave Northerly having a radius of 955.00 feet; Course 13, thence Westerly along the arc of said curve, through a central angle of 22°47'15", an arc length of 379.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 74°31'05" West, 377.32 feet; Course 14, thence South 85°54'43" West, 731.91 feet; Course 15, thence North 04°05'17" West, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 250.00 feet; Course 16, thence Westerly along the arc of said curve, through a central angle of 05°44'03", an arc length of 25.02 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 88°46'45" West, 25.01 feet; Course 17, thence North 88°21'14" West, 61.78 feet; Course 18, thence North 19°49'14" West, 8.30 feet; Course 19, thence North 55°44'57" West, 30.16 feet; Course 20, thence South 67°18'10" West, 29.23 feet; Course 21, thence South 07°09'24" West, 17.00 feet; Course 22, thence North 88°21'14" West, 362.37 feet; Course 23, thence South 01°38'46" West, 5.00 feet; Course 24 thence North 88°21'14" West, 800.00 feet; Course 25, thence North 01°38'46" East, 10.00 feet; Course 26, thence North 88°21'14" West, 355.52 feet to a point lying on the aforementioned Easterly right of way line of County Road 15A; thence North 02°07'57" East, along last said Easterly right of way line, 5150.65 feet to the Point of Beginning.

Containing 560.52 acres, more or less.

Exhibit "B"

Conceptual Development Plan

EXHIBIT "C"

Collector Road Typical Section

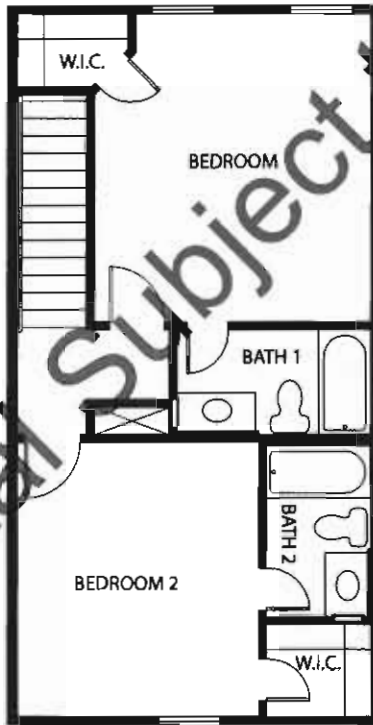
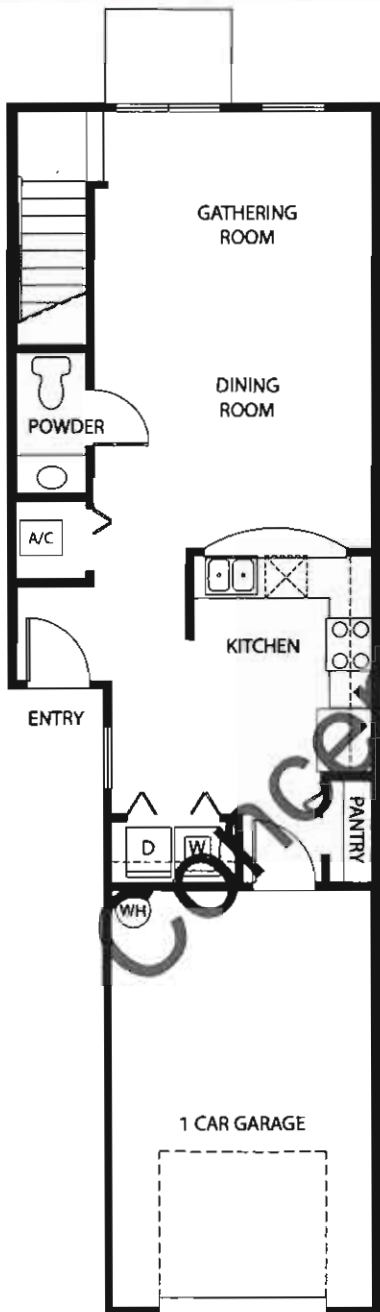
EXHIBIT "D"

Typical Landscape Plan

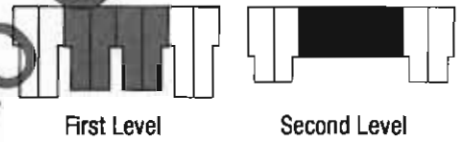
ASPEN

2 Bedroom | 2.5 Bathroom | 1 Car Garage
 Approximately 1,210 Square Feet

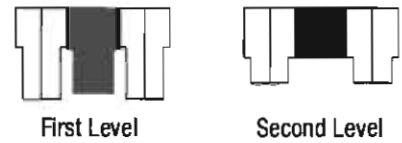
D·R·HORTON
America's Builder



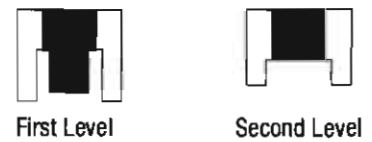
8 Home Building Layout



6 Home Building Layout



4 Home Building Layout



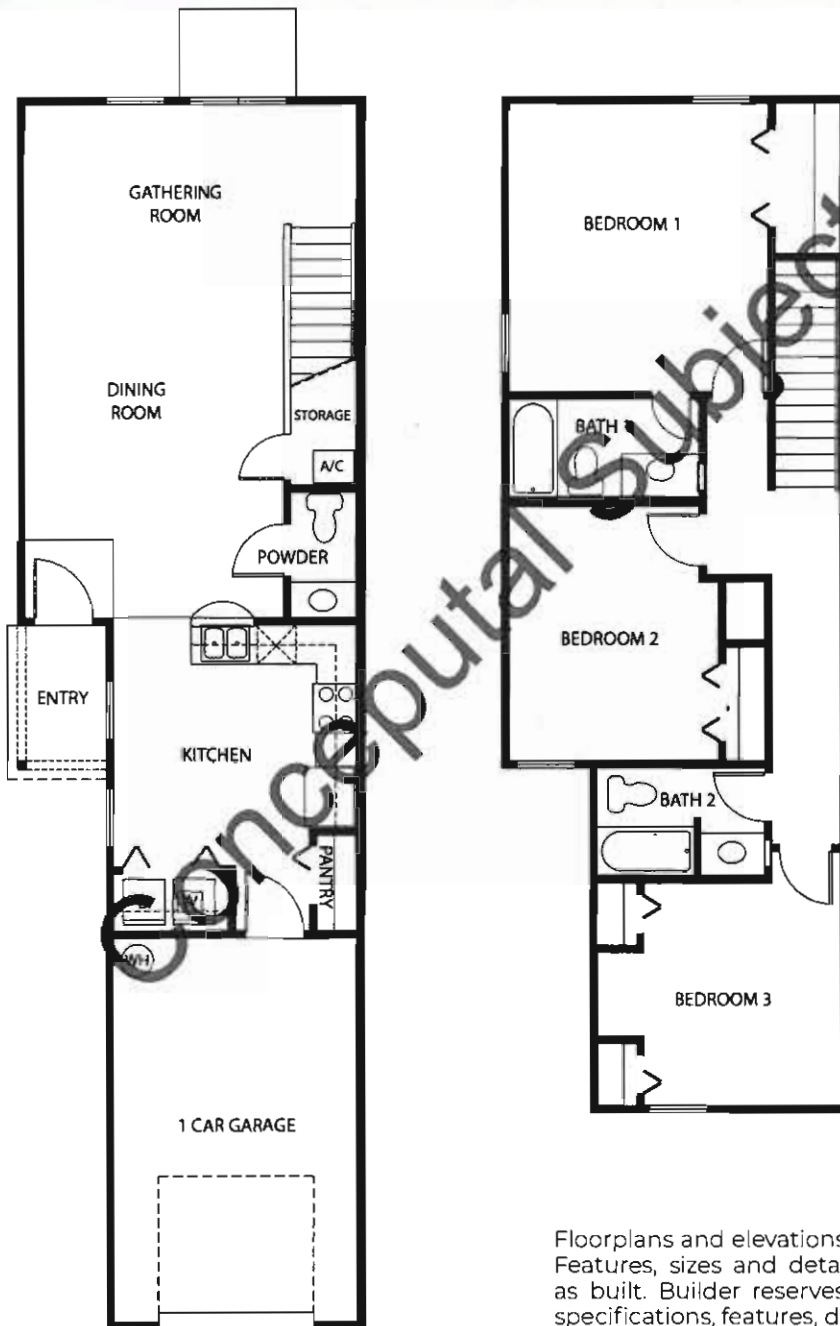
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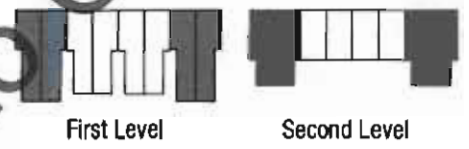
OAKLEY

3 Bedroom | 2.5 Bathroom | 1 Car Garage
Approximately 1,502 Square Feet

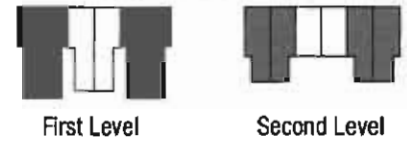
D·R·HORTON
America's Builder



8 Home Building Layout



6 Home Building Layout



4 Home Building Layout



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SAN MARCO

3 Bedroom | 2 Bathroom | 2 Car Garage
Approximately 1,557 Square Feet

D·R·HORTON
America's Builder



Traditional Elevation



Coastal Elevation



Key West Elevation

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HERON

3 Bedroom | 2 Bathroom | 2 Car Garage
Approximately 1,701 Square Feet

D·R·HORTON
America's Builder



Traditional Elevation



Coastal Elevation



Key West Elevation

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OSPREY

4 Bedroom | 2 Bathroom | 2 Car Garage
Approximately 1,913 Square Feet

D·R·HORTON
America's Builder



Traditional Elevation



Coastal Elevation



Key West Elevation

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LANTANA

4 Bedroom | 3 Bathroom | 2 Car Garage
Approximately 2,044 Square Feet

D·R·HORTON
America's Builder



Traditional Elevation



Coastal Elevation



Key West Elevation

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MANGROVE

3 or 4 Bedroom | 2.5 Bathroom | 2 Car Garage
Approximately 2,206 Square Feet

D·R·HORTON
America's Builder



Traditional Elevation



Coastal Elevation

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BOCA

5 Bedroom | 3 Bathroom | 2 Car Garage
Approximately 2,272 Square Feet

D·R·HORTON
America's Builder



Traditional Elevation



Coastal Elevation



Key West Elevation

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SOMERSET

3 or 4 Bedroom | 3 Bathroom | 2 Car Garage
Approximately 2,445 Square Feet

D·R·HORTON
America's Builder



Traditional Elevation



Coastal Elevation



Key West Elevation

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DESTIN II

4 Bedroom plus Bonus Room | 4 Bathroom | 3 Car Garage
Approximately 2,892 Square Feet

D·R·HORTON
America's Builder



Traditional Elevation



Coastal Elevation



Key West Elevation

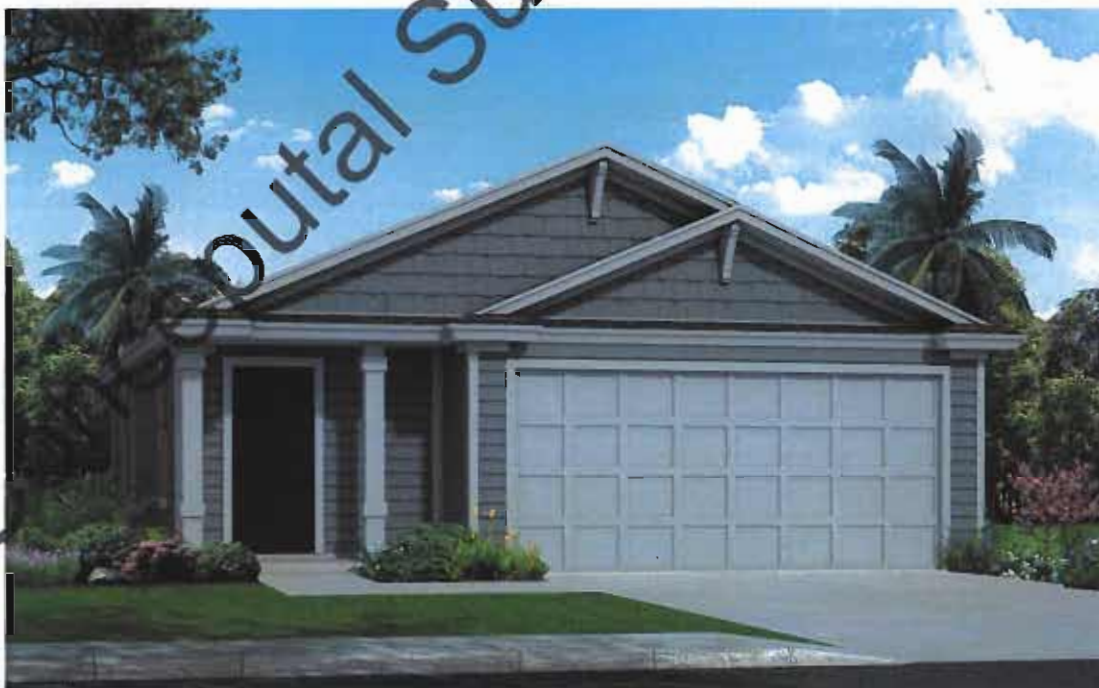
Elevations are artist's renderings for illustration purposes only. Features, sizes and details are approximate and will vary from the homes as built. Builder reserves the right to change and/or alter materials, specifications, features, dimensions and designs without prior notice or obligation. ©2018 D.R. Horton, Inc. CBC058997 Modified 11/13/20

Express
HOMES

a D.R. Horton Company



Traditional Elevation



Craftsman Elevation

THE VERO

**3 Bedroom | 2 Bath | 2 Car Garage
Approximately 1,222 Square Feet**

Express

HOMES

A D-R-Horton Company



Elevation "A"



Elevation "B"

THE SIESTA KEY

4 Bedroom | 2 Bath | 2 Car Garage
Approximately 1,490 Square Feet

Express HOMES

A D-R-Horton Company



Elevation "A"



Elevation "B"

THE ARIA

**3 Bedroom | 2 Bath | 2 Car Garage
Approximately 1,714 Square Feet**

Express
HOMES

A D-R-Horton Company



Elevation "A"



Elevation "B"



Elevation "C"



Elevation "D"

THE CALI

4 Bedroom | 2 Bath | 2 Car Garage
Approximately 1,862 Square Feet

Express
HOMES

a D.R. Horton Company



Traditional Elevation



Craftsman Elevation

THE DENTON

**3 Bedroom | 2.5 Bath | 2 Car Garage
Approximately 2,103 Square Feet**

Express HOMES

A D-R Horton Company



Elevation "A"



Elevation "B"

THE BRIGHTON

4 Bedroom | 2.5 Bath | 2 Car Garage
Approximately 2,492 Square Feet

Express
HOMES

A D.R. Horton Company



Elevation "A"



Elevation "B"



Elevation "C"



Elevation "D"

THE HAYDEN

5 Bedroom | 3 Bath | 2 Car Garage
Approximately 2,499 Square Feet

AYRSHIRE DEVELOPMENT AGREEMENT

THIS AYRSHIRE DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into on this ____ day of _____, 2021, by and between **D.R. HORTON, INC. – JACKSONVILLE**, a Delaware corporation (the “**Applicant**”), and the **CITY OF GREEN COVE SPRINGS**, a municipal corporation organized and existing under the laws of the State of Florida (the “**City**”). City, and Applicant may sometimes be referred to herein, collectively, as the “**Parties**.”

A. The Applicant attests and warrants that it is the contract purchaser of the property described in **Exhibit “A”** attached hereto and incorporated herein by this reference, which is located within unincorporated Clay County, Florida (the “**Property**”), and that Philip A. Fremento, as the Division President of Applicant, is authorized to execute all binding documents on behalf of Applicant.

B. The Applicant has applied to voluntarily annex the Property into the City pursuant to Section 171.044, Florida Statutes, and Ordinance No. 2021-_____.

C. The Property is proposed to be given a Future Land Use Map (“**FLUM**”) designation of Residential Medium Density. The Property is proposed to be zoned to Planned Unit Development (the “**PUD**”) and will be developed in accordance with these applicable future land use and zoning designations.

D. The Applicant desires to develop a residential project to be called Ayrshire on the Property, with a maximum of 2,100 single-family and multi-family residential units (the “**Development**”).

E. The Applicant will construct certain public roadway, utility and other improvements, both on the Property and off-site, to mitigate for impacts of the Development, as set forth herein.

F. The Applicant and the City desire to enter into this Agreement to provide for the provision of certain site improvements that will benefit the Development and the public.

G. This Agreement is consistent with the City Charter, the City 2025 Comprehensive Plan and the City Land Development Code, as well as, with provisions of Chapter 163, Florida Statutes, Chapter 166, Florida Statutes, Chapter 187, Florida Statutes, Article VIII, Section 2(b), Constitution of the State of Florida and other applicable law and serves a public purpose.

H. The City has determined that the requirements of Section 163.3231, Florida Statutes, have been met in that:

- i. The City has adopted a local Comprehensive Plan that is in compliance.
- ii. The proposed development of the Property is consistent with the City of Green Cove Springs 2025 Comprehensive Plan, including the Future Land Use Map.
- iii. This Agreement constitutes a binding commitment on the part of the Applicant, its successors and assigns, to develop the Property consistent with the Comprehensive Plan and applicable provisions of the City of Green Cove Springs Land Development Code (the “City Code”).

I. The following is the Public Facility Schedule applicable to the development of the Property through the thirty (30) years of this Development Agreement, to 2051:

- i. Transportation. Transportation capacities will be provided by the City or other agency as set forth in its regulations and Capital Improvement Program, as amended from time to time, and in compliance with the provisions of this Agreement and the respective responsibilities of the parties.
- ii. Potable Water and Sanitary Sewer. The Clay County Utility Authority (the “CCUA”) will provide adequate water and wastewater service to the Property in accordance with local government development orders and interlocal agreements that have been and will be issued for development of the Property from time to time. The Applicant will construct water and sewer line extensions necessary to serve the Property, as well as other improvements in compliance with the provisions of this Agreement and the respective responsibilities of the parties.
- iii. Solid Waste. The City will provide solid waste disposal to the Property through its solid waste collection franchisee.
- iv. Drainage. Concurrently with development of the Property or portions thereof, the Applicant will provide drainage in accordance with St. Johns River Water Management District rules and in accordance with local government development orders that have been and will be issued for development of the Property from time to time, as well as other improvements in compliance with the provisions of this Agreement and the respective responsibilities of the parties.
- v. Parks/Open Space. Concurrently with development of the Property or portions thereof, the Applicant will provide parks and open space as required in applicable provisions of the City Comprehensive Plan and PUD ordinance for the Property.

J. The population density and maximum height possible for the Development under its FLUM, the PUD and current City Code include all uses in the Residential Low Density zoning district, up to a maximum of eight (8) units per developable acre.

K. This 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 and comprehensive planning and reduces the costs of development.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Findings of Fact.** The Recitals set forth above are true and correct and are incorporated herein by reference as Findings of Fact.

2. **Purpose and Intent.** The Applicant and the City desire to enter into this Agreement to address their respective responsibilities for both on-site and off-site improvements related to the Development. The Parties intend to utilize this Agreement to identify the methodology to be used for allocating costs for the potable water system, the sanitary sewer system, the stormwater system and the transportation system. In addition, the Agreement identifies the available credits to the Applicant, the potential for future credits, and the City's share of financial responsibility for improvements that may benefit the City's overall utility, stormwater and transportation systems beyond that needed for this Development. The Parties do not intend to vest the Development to current land development regulations, and Applicant or its successors and assigns will be required to meet all applicable codes at the time individual development orders or permits are sought.

3. **Public Facility Improvements.** The Parties contemplate that the CCUA will provide water and sanitary sewer services to the Property pursuant to separate utility agreements between CCUA and the Applicant. The Applicant agrees that Applicant or the developer of each property, as they are developed, within the Property, shall pay the water/sewer connection/tap costs/fees for lots, units or structures within the project at the time of issuance of a building permit for the particular improvement. The Applicant agrees that Applicant or the developer of each property, as they are developed, within the Property, shall abide by all applicable federal, state and local codes, design, permitting and construction standards, requirements, policies, rules and regulations for civil site plan, utilities, stormwater and buildings. In addition, the Parties agree to the following utility and infrastructure improvements:

A. **Potable Water System.**

- i. Applicant shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued and will pay all usual and customary costs associated with providing potable water on-site to the Property for its intended uses.
- ii. Applicant agrees to provide to CCUA any necessary easements on, under and across the Property for the construction, operation and maintenance of the potable water system.
- iii. Applicant shall be permitted to temporarily connect to the City water system for the first phase of the Development. If temporary capacity is

needed, the Applicant will provide such capacity in coordination with the City's Public Works Department.

B. Sanitary Sewer System.

- i. Applicant shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued and will pay all usual and customary costs associated with providing sanitary sewer onsite to the Property for its intended uses.
- ii. Applicant agrees to provide to CCUA any necessary easements on, under and across the Property for the construction, operation and maintenance of the sanitary sewer system.
- iii. Applicant shall be permitted to temporarily connect to the City sewer system for the first phase of the Development. If temporary capacity is needed, the Applicant will provide such capacity in coordination with the City's Public Works Department.

C. Stormwater System.

- i. Applicant shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued and will pay all usual and customary costs associated with providing stormwater capture, retention and treatment on-site to the Property for its intended uses.
- ii. Applicant agrees to provide to the City any necessary easements on, under and across the Property for the construction, operation and maintenance of the stormwater system.

D. Police Substation.

- i. The Applicant will provide a police substation office in the amenity center for the Development. Parking for the substation will be provided in the amenity center parking lot.

4. **Transportation/Mobility Improvements.** In addition to the public facility improvements provided for in Section 3 hereof, the Applicant and the City will cooperate in providing the following transportation and mobility improvements related to the Development:

A. The Applicant shall construct, at the Applicant's expense, a collector road (the "**Connector Road**") that will run west from U.S. Highway 17, through the City's regional park site, into the Property and connect to County Road 15A, as depicted on the conceptual plan attached hereto as **Exhibit "B"** and incorporated herein by this reference (the "**Conceptual Plan**"). A typical section for the Connector Road is attached hereto as **Exhibit "C"** and incorporated herein by this reference (the "**Connector Road Typical Section**"). The Applicant, its successors and assigns, shall pay for the cost of designing, permitting and constructing the

Connector Road and shall receive road impact fee credits (or proportionate share or mobility fee credits, if applicable) equal to the actual cost of designing, permitting and constructing the Connector Road. Design of the Connector Road will conform to applicable requirements of the Florida Department of Transportation and the City. Once constructed, the Connector Road will be maintained by the City. The City will not issue certificates of occupancy for more than 231 residential units within the Development until either the Applicant completes construction of the Connector Road to U.S. 17 or provides a new traffic study if such connection to U.S. 17 cannot be achieved due to the location of the railroad tracks west of U.S. 17.

B. The Applicant shall construct the Connector Road through the City regional park site, at the Applicant's expense. The Applicant will also stub out water and sewer lines it installs within the Property to the southern boundary of the City regional park site, if so requested by the City.

C. The Applicant and the City agree that based on the Applicant's traffic study submitted with the companion Comprehensive Plan Amendment application for the Property, no proportionate fair share, mobility or other similar mitigation payment shall be due related to the Development's projected impacts to the regional roadway network. An interim traffic study addressing traffic distribution shall be required by the Applicant every five (5) years. The interim traffic study shall examine the Development's traffic distribution and its impact on segment and intersection analysis to determine if additional traffic mitigation requirements are required.

5. Land Contributions.

A. Police Substation. The Applicant shall dedicate to the City a parcel of approximately one-half (1/2) acre on which to locate a police substation (the "**Substation Site**"). The Substation Site will be located within one of the Development recreation areas, as depicted on the Conceptual Plan.

B. School Site. The Applicant will offer to dedicate to the Clay County School Board a parcel of approximately 20 acres on which to construct a public elementary school (the "**Public School Site**"). The location of the proposed Public School Site is depicted on the Conceptual Plan. The Applicant, its successors and assigns, will comply with applicable provisions of Section 163.3180(6), Florida Statutes, in providing any required school proportionate share mitigation, which may include dedication of the Public School Site, and will pay any applicable school impact fees for the Development in the timing and manner required by law.

C. Land Swap. The Applicant will exchange an approximately five (5)-acre parcel within the Property, in the location labeled "Land Swap" on the Conceptual Plan, with the City for the right-of-way for the Connector Road within the City's regional park site, which is approximately five (5) acres. The exchanged parcels have equal value so no compensation will be due from either the Applicant or the City related to the exchange parcels. The Applicant will prepare all deeds, legal descriptions and sketches of description for the parcel exchange, at its expense.

6. **Park Contribution.** The Applicant shall pay a per-unit park fee to the City for construction of improvements within the Gustafson Regional Park, which is adjacent to the Development. The per-unit fee shall be \$135, which shall be paid by the Applicant to the City upon the filing of a building permit application. In the event that Gustafson Regional Park improvements are not constructed by the City, the City can use the funds paid by the Applicant pursuant to this Section 6 for improvements to other City parks.

7. **Development Timing.** The Property is intended to be developed with the phasing set forth in the PUD, which provides the Development will be constructed in one (1), 20-year phase. Construction will be commenced by December 31, 2024 and shall be completed by December 31, 2044. For purposes of the PUD, “commencement” means securing approved construction drawings for the first portion of the Development and “completion” is defined as the installation of horizontal infrastructure and City approval of as-builts. The City shall review the Development at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with this Agreement, pursuant to Section 163.3235, Florida Statutes.

8. **Authority and Duration.** This Agreement is made and granted pursuant to Sections 163.3220-163.3243, Florida Statutes, and is effective through the thirtieth (30th) anniversary of the Effective Date of this Agreement, and any extension of this Agreement.

9. **Amendment, Extension of Agreement.** If state or federal laws are enacted after the execution of this Agreement that are applicable to and preclude the Parties’ compliance with the terms of this Agreement, this Agreement shall be modified or revoked as necessary to comply with the relevant State or federal laws, pursuant to Section 163.3241, Florida Statutes, as may be amended from time to time. The duration of this Agreement may be extended by the City pursuant to law and after conducting a public hearing in the manner specified in Section 163.3225, Florida Statutes, as may be amended from time to time.

10. **Necessity to Obtain Permits.** The Applicant acknowledges its obligation to obtain all necessary federal, state and other local development permits (not mentioned herein) for development of the Property. The failure of this Agreement to address any particular permit, condition, term or restriction applicable to development of the Property shall not relieve the Applicant or any successors or assigns of the necessity of complying with federal, state, and other local permitting requirements, conditions, terms or restrictions as may be applicable.

11. **Agreement Consistent with Comprehensive Plan and Section 163.3180, Florida Statutes (2020).** The City hereby acknowledges and agrees that (i) the Development is consistent with Florida Statutes and with the City’s Comprehensive Plan and Land Development Regulations, and (ii) that the City’s Comprehensive Plan is in compliance with the State of Florida Comprehensive Plan.

12. **Remedies.** Each party to this Agreement shall be entitled to seek enforcement of this Agreement against the other party consistent with Section 163.3243, Florida Statutes, as may be amended from time to time.

13. **Binding Effect.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this

Agreement. When Applicant is used in this Agreement, it includes Applicant and any successors and assigns owning any rights to the Property, jointly and severally assuming all the obligations set out in the Agreement, unless the obligations have been fully discharged.

14. **Applicable Law: Jurisdiction and Venue.** This Agreement and the rights and obligations of the City and Applicant under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida (2020). This Agreement may be enforced as provided in Section 163.3243, Florida Statutes, as may be amended from time to time. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in Clay County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development contemplated by this Agreement shall not relieve Applicant or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions.

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

16. **Exhibits.** All exhibits attached to this Agreement contain additional terms of this Agreement and are incorporated into this Agreement by reference.

17. **Captions or Paragraph Headings.** Captions and 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 Agreement, nor the intent of any provision of this Agreement.

18. **Counterparts.** This Agreement may be executed in counterparts, each constituting a duplicate original; such counterparts shall constitute one and the same Agreement.

19. **Effective Date and Recordation.** This Agreement shall become effective fifteen (15) days after it has been recorded in the Public Records of Clay County (the “Effective Date”).

20. **Amendment.** This Agreement may be amended, cancelled or revoked consistent with the notice and hearing procedures of Section 163.3225, Florida Statutes, and the terms of Section 163.3237, Florida Statutes, as may be amended from time to time.

21. **Further Assurances.** Each party to this Agreement agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other party in order to carry out the intent of and give effect to this Agreement. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the City, the Parties declare

their intention to cooperate with each other in effecting the purposes of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

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

To the City: City Manager
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043

With copies to: Jim Arnold, Attorney
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043
cityattorney@greencovesprings.com

To the Applicant: D.R. Horton, Inc. – Jacksonville
Attn: John R. Gislason
4220 Race Track Road
St. Johns, Florida 32259

With copies to: Ellen Avery-Smith, Esq.
Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086

Passed and Duly Adopted by the City Commission of the City of St. Augustine, Florida
this ____ day of _____, 2021.

Attest:

CITY OF GREEN COVE SPRINGS,
FLORIDA, a municipal corporation

By: _____
Steve Kennedy, City Manager

Approved as to form, legal sufficiency and
execution:

By: _____
L.J. Arnold, III, City Attorney

Signed, sealed and delivered in the presence of:

D.R. HORTON INC. -JACKSONVILLE,
a Delaware corporation

Witness
Print Name: _____

By: _____
Its: _____
Date: _____

Witness
Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization on this day ___ of _____, 2021, by _____, as _____ of D.R. Horton, Inc. - Jacksonville., a Delaware corporation, on behalf of the corporation, who is (check one) personally known to me or has produced a valid driver's license as identification.

Notary Public
Name: _____
Commission Expires: _____

EXHIBIT "A"

The Property

A portion of Section 38 of the George I.F. Clarke Grant, Township 6 South, Range 26 East, Clay County, Florida, being a portion of those lands described and recorded in Official Records Book 1545, page 513 of the Public Records of said county and being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Easterly right of way line of County Road 15A, (South Oakridge Avenue), a 100 foot right of way as presently established with the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established; thence Southerly along said Easterly right of way line and along the arc of a curve concave Westerly having a radius of 1959.86 feet, through a central angle of 14°47'09", an arc length of 505.76 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 05°15'37" East, 504.36 feet; thence South 02°07'57" West, continuing along last said Easterly right of way line, 1331.79 feet to the Southwest corner of those lands described and recorded in Official Records Book 3863, page 203 of said Public Records and the Point of Beginning.

From said Point of Beginning, thence Easterly and Northeasterly along the Southerly and Southeasterly boundary of last said lands, the following 12 courses: Course 1, thence South 88°31'42" East, departing last said Easterly right of way line, 282.59 feet; Course 2, thence North 21°17'17" East, 161.55 feet; Course 3, thence South 68°42'43" East, 287.10 feet; Course 4, thence South 58°52'43" East, 32.90 feet; Course 5, thence South 37°48'54" East, 22.40 feet; Course 6, thence North 70°53'31" East, 15.20 feet; Course 7, thence North 34°14'49" East, 52.23 feet; Course 8, thence South 88°17'22" East, 94.17 feet; Course 9, thence North 31°43'31" East, 427.82 feet; Course 10, thence North 73°46'32" West, 158.11 feet; Course 11, thence North 13°06'51" East, 477.10 feet; Course 12, thence North 10°55'57" East, 142.00 feet to a point lying on the Southwesterly line of those lands described and recorded as Parcel "A" in Official Records Book 3316, page 1098 of said Public Records; thence South 77°06'26" East, along last said line, 2932.48 feet to the Northwest corner of those lands described and recorded in Official Records Book 3855, page 1391 of said Public Records; thence Southerly along the westerly line thereof, the following 3 courses: Course 1, thence South 21°54'49" East, 3242.16 feet; Course 2, thence South 68°05'09" West, 1307.43 feet; Course 3, thence South 21°54'51" East, 1003.87 feet to a point lying on the Northerly line of an Access and Maintenance Easement as described and recorded in Official Records Book 3855, page 1394 of said Public Records; thence Westerly along said Northerly line, the following 26 courses: Course 1, thence South 37°01'31" West, 149.07 feet to the point of curvature of a curve concave Northwesterly having a radius of 955.00 feet; Course 2, thence Southwesterly along the arc of said curve, through a central angle of 16°37'06", an arc length of 276.99 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 45°20'05" West, 276.02 feet; Course 3, thence South 67°24'13" West, along a non-tangent line, 105.10 feet; Course 4, thence South 53°45'05" West, 12.16 feet; Course 5, thence South 13°14'26" West, 24.72 feet; Course 6, thence South 63°07'28" West, 859.11 feet; Course 7, thence North 26°52'32" West, 5.00 feet; Course 8, thence South 63°07'28" West, 382.73 feet; Course 9, thence North 26°52'32" West,

31.65 feet; Course 10, thence South $63^{\circ}07'28''$ West, 74.60 feet; Course 11, thence South $26^{\circ}52'32''$ East, 36.65 feet; Course 12, thence South $63^{\circ}07'28''$ West, 102.14 feet to the point of curvature of a curve concave Northerly having a radius of 955.00 feet; Course 13, thence Westerly along the arc of said curve, through a central angle of $22^{\circ}47'15''$, an arc length of 379.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $74^{\circ}31'05''$ West, 377.32 feet; Course 14, thence South $85^{\circ}54'43''$ West, 731.91 feet; Course 15, thence North $04^{\circ}05'17''$ West, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 250.00 feet; Course 16, thence Westerly along the arc of said curve, through a central angle of $05^{\circ}44'03''$, an arc length of 25.02 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $88^{\circ}46'45''$ West, 25.01 feet; Course 17, thence North $88^{\circ}21'14''$ West, 61.78 feet; Course 18, thence North $19^{\circ}49'14''$ West, 8.30 feet; Course 19, thence North $55^{\circ}44'57''$ West, 30.16 feet; Course 20, thence South $67^{\circ}18'10''$ West, 29.23 feet; Course 21, thence South $07^{\circ}09'24''$ West, 17.00 feet; Course 22, thence North $88^{\circ}21'14''$ West, 362.37 feet; Course 23, thence South $01^{\circ}38'46''$ West, 5.00 feet; Course 24 thence North $88^{\circ}21'14''$ West, 800.00 feet; Course 25, thence North $01^{\circ}38'46''$ East, 10.00 feet; Course 26, thence North $88^{\circ}21'14''$ West, 355.52 feet to a point lying on the aforementioned Easterly right of way line of County Road 15A; thence North $02^{\circ}07'57''$ East, along last said Easterly right of way line, 5150.65 feet to the Point of Beginning.

Containing 560.52 acres, more or less.

EXHIBIT "B"

Conceptual Plan

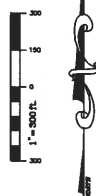
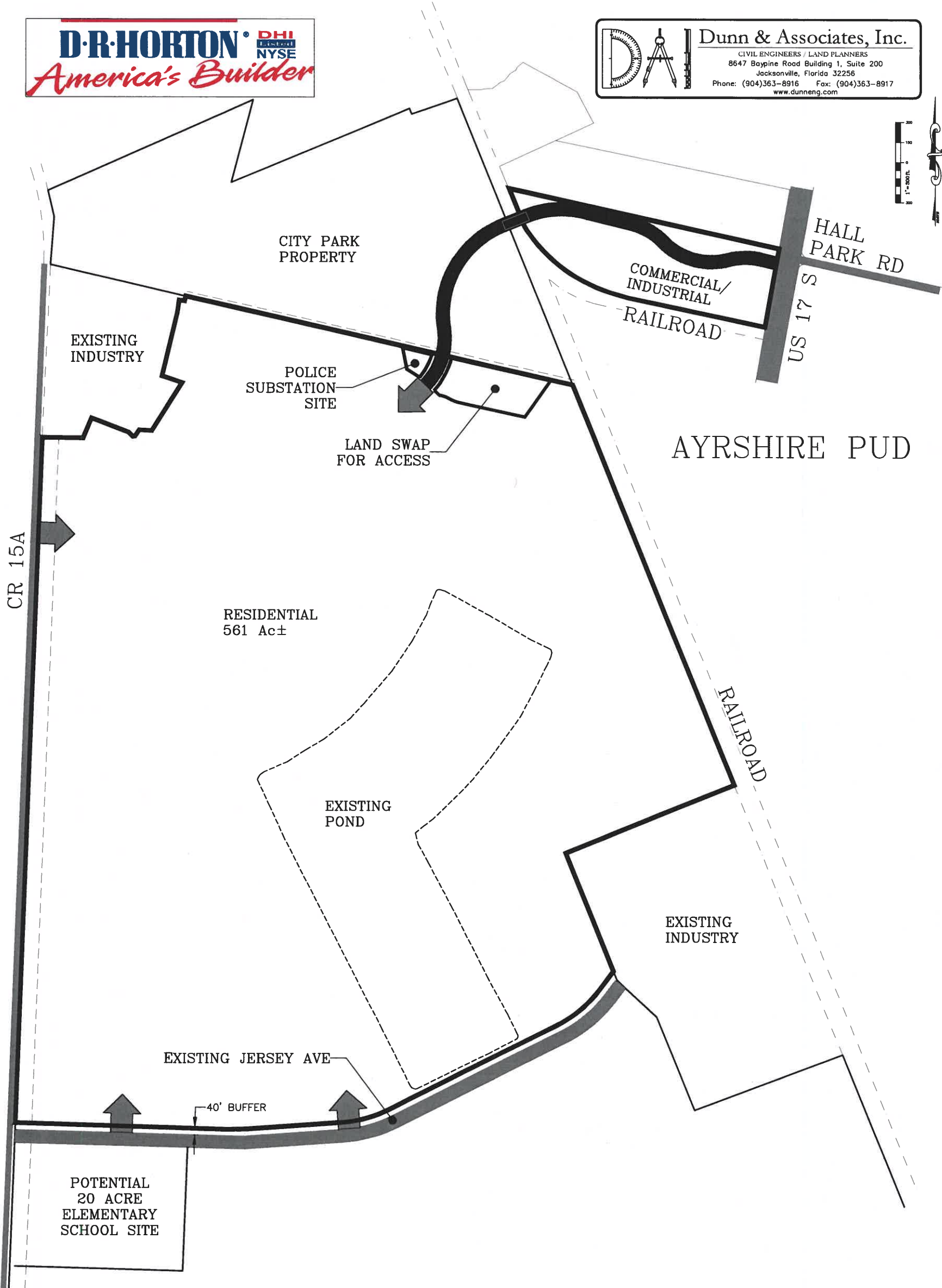
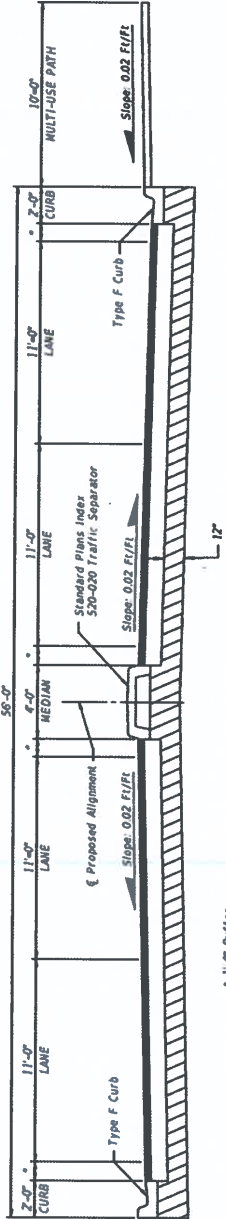


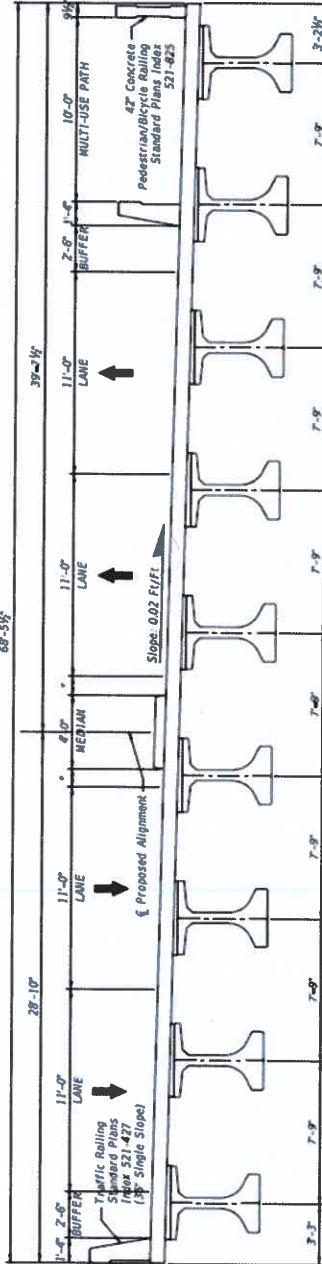
EXHIBIT "C"

Connector Road Typical Section

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 6105-23.004, F.A.C.



TYPICAL ROADWAY SECTION



TYPICAL BRIDGE SECTION

BRIDGE NO. XXXXX		TYPICAL SECTIONS	
STATE OF FLORIDA		AYRSHIRE BRIDGE OVER CSX RAILROAD	
DEPARTMENT OF TRANSPORTATION			
DESIGNED BY	DATE	CHECKED BY	DATE
DWANE MERRILL, FL P.E.			
P.E. LICENSE NUMBER 36843			
1200 BRADSHAW BLVD, STE 600			
JACKSONVILLE, FL 32207			
SCALE	DATE	SCALE	DATE

AYRSHIRE DEVELOPMENT AGREEMENT

THIS AYRSHIRE DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into on this ____ day of _____, 2021, by and between **D.R. HORTON, INC. – JACKSONVILLE**, a Delaware corporation (the “**Applicant**”), and the **CITY OF GREEN COVE SPRINGS**, a municipal corporation organized and existing under the laws of the State of Florida (the “**City**”). City, and Applicant may sometimes be referred to herein, collectively, as the “**Parties.**”

A. The Applicant attests and warrants that it is the contract purchaser of the property described in **Exhibit “A”** attached hereto and incorporated herein by this reference, which is located within unincorporated Clay County, Florida (the “**Property**”), and that _____, **Philip A. Fremento**, as the _____ **Division President** of Applicant, is authorized to execute all binding documents on behalf of Applicant.

B. The Applicant has applied to voluntarily annex the Property into the City pursuant to Section 171.044, Florida Statutes, and Ordinance No. 2021-_____.

C. The Property is proposed to be given a Future Land Use Map (“**FLUM**”) designation of Residential Medium Density. The Property is proposed to be zoned to Planned Unit Development (the “**PUD**”) and will be developed in accordance with these applicable future land use and zoning designations.

D. The Applicant desires to develop a residential project to be called Ayrshire on the Property, with a maximum of 2,100 single-family and multi-family residential units (the “**Development**”).

E. The Applicant will construct certain public roadway, utility and other improvements, both on the Property and off-site, to mitigate for impacts of the Development, as set forth herein.

F. The Applicant and the City desire to enter into this Agreement to provide for the provision of certain site improvements that will benefit the Development and the public.

G. This Agreement is consistent with the City Charter, the City 2025 Comprehensive Plan and the City Land Development Code, as well as, with provisions of Chapter 163, Florida Statutes, Chapter 166, Florida Statutes, Chapter 187, Florida Statutes, Article VIII, Section 2(b), Constitution of the State of Florida and other applicable law and serves a public purpose.

H. The City has determined that the requirements of Section 163.3231, Florida Statutes, have been met in that:

- i. The City has adopted a local Comprehensive Plan that is in compliance.
- ii. The proposed development of the Property is consistent with the City of Green Cove Springs 2025 Comprehensive Plan, including the Future Land Use Map.
- iii. This Agreement constitutes a binding commitment on the part of the Applicant, its successors and assigns, to develop the Property consistent with the Comprehensive Plan and applicable provisions of the City of Green Cove Springs Land Development Code (the “City Code”).

I. The following is the Public Facility Schedule applicable to the development of the Property through the thirty (30) years of this Development Agreement, to 2051:

- i. Transportation. Transportation capacities will be provided by the City or other agency as set forth in its regulations and Capital Improvement Program, as amended from time to time, and in compliance with the provisions of this Agreement and the respective responsibilities of the parties.
- ii. Potable Water and Sanitary Sewer. The Clay County Utility Authority (the “CountyCCUA”) will provide adequate water and wastewater service to the Property in accordance with local government development orders and interlocal agreements that have been and will be issued for development of the Property from time to time. The Applicant will construct water and sewer line extensions necessary to serve the Property, as well as other improvements in compliance with the provisions of this Agreement and the respective responsibilities of the parties.
- iii. Solid Waste. The City will provide solid waste disposal to the Property through its solid waste collection franchisee.
- iv. Drainage. Concurrently with development of the Property or portions thereof, the Applicant will provide drainage in accordance with St. Johns River Water Management District rules and in accordance with local government development orders that have been and will be issued for development of the Property from time to time, as well as other improvements in compliance with the provisions of this Agreement and the respective responsibilities of the parties.
- v. Parks/Open Space. Concurrently with development of the Property or portions thereof, the Applicant will provide parks and open space as required in applicable provisions of the City Comprehensive Plan and PUD ordinance for the Property.

J. The population density and maximum height possible for the Development under its FLUM, the PUD and current City Code include all uses in the Residential MediumLow Density zoning district, up to a maximum of eight (8) units per developable acre.

K. This 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 and comprehensive planning and reduces the costs of development.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Findings of Fact.** The Recitals set forth above are true and correct and are incorporated herein by reference as Findings of Fact.

2. **Purpose and Intent.** The Applicant and the City desire to enter into this Agreement to address their respective responsibilities for both on-site and off-site improvements related to the Development. The Parties intend to utilize this Agreement to identify the methodology to be used for allocating costs for the potable water system, the sanitary sewer system, the stormwater system and the transportation system. In addition, the Agreement identifies the available credits to the Applicant, the potential for future credits, and the City's share of financial responsibility for improvements that may benefit the City's overall utility, stormwater and transportation systems beyond that needed for this Development. The Parties do not intend to vest the Development to current land development regulations, and Applicant or its successors and assigns will be required to meet all applicable codes at the time individual development orders or permits are sought.

3. **Public Facility Improvements.** The Parties contemplate that the ~~County~~CCUA will provide water and sanitary sewer services to the Property pursuant to separate utility agreements between ~~the County~~CCUA and the Applicant. The Applicant agrees that Applicant or the developer of each property, as they are developed, within the Property, shall pay the water/sewer connection/tap costs/fees for lots, units or structures within the project at the time of issuance of a building permit for the particular improvement. The Applicant agrees that Applicant or the developer of each property, as they are developed, within the Property, shall abide by all applicable federal, state and local codes, design, permitting and construction standards, requirements, policies, rules and regulations for civil site plan, utilities, stormwater and buildings. In addition, the Parties agree to the following utility and infrastructure improvements:

A. **Potable Water System.**

- i. Applicant shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued and will pay all usual and customary costs associated with providing potable water on-site to the Property for its intended uses.
- ii. Applicant agrees to provide to ~~the County~~CCUA any necessary easements on, under and across the Property for the construction, operation and maintenance of the potable water system.

- iii. Applicant shall be permitted to temporarily connect to the City water system for the first phase of the Development. If temporary capacity is needed, the Applicant will provide such capacity in coordination with the City's Public Works Department.

B. Sanitary Sewer System.

- i. Applicant shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued and will pay all usual and customary costs associated with providing sanitary sewer onsite to the Property for its intended uses.
- ii. Applicant agrees to provide to ~~the County~~CCUA any necessary easements on, under and across the Property for the construction, operation and maintenance of the sanitary sewer system.
- iii. Applicant shall be permitted to temporarily connect to the City sewer system for the first phase of the Development. If temporary capacity is needed, the Applicant will provide such capacity in coordination with the City's Public Works Department.

C. Stormwater System.

- i. Applicant shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued and will pay all usual and customary costs associated with providing stormwater capture, retention and treatment on-site to the Property for its intended uses.
- ii. Applicant agrees to provide to the City any necessary easements on, under and across the Property for the construction, operation and maintenance of the stormwater system.

D. Police Substation.

- i. The Applicant will provide a police substation office in the amenity center for the Development. Parking for the substation will be provided in the amenity center parking lot.

4. **Transportation/Mobility Improvements.** In addition to the public facility improvements provided for in Section 3 hereof, the Applicant and the City will cooperate in providing the following transportation and mobility improvements related to the Development:

A. The Applicant shall construct, at the Applicant's expense, a collector road (the "**Connector Road**") that will run west from U.S. Highway 17, through the City's regional park site, into the Property and connect to County Road 15A, as depicted on the conceptual plan attached hereto as **Exhibit "B"** and incorporated herein by this reference (the "**Conceptual Plan**"). A typical section for the Connector Road is attached hereto as **Exhibit "C"** and

incorporated herein by this reference (the “**Connector Road Typical Section**”). The Applicant, its successors and assigns, shall pay for the cost of designing, permitting and constructing the Connector Road and shall receive road impact fee credits (or proportionate share or mobility fee credits, if applicable) equal to the actual cost of designing, permitting and constructing the Connector Road. Design of the Connector Road will conform to applicable requirements of the Florida Department of Transportation and the City. Once constructed, the Connector Road will be maintained by the City. The City will not issue certificates of occupancy for more than 231 residential units within the Development until either the Applicant completes construction of the Connector Road to U.S. 17 or provides a new traffic study if such connection to U.S. 17 cannot be achieved due to the location of the railroad tracks west of U.S. 17.

B. The Applicant shall construct the Connector Road through the City regional park site, at the Applicant’s expense. The Applicant will also stub out water and sewer lines it installs within the Property to the southern boundary of the City regional park site, if so requested by the City.

C. The Applicant and the City agree that based on the Applicant’s traffic study submitted with the companion Comprehensive Plan Amendment application for the Property, no proportionate fair share, mobility or other similar mitigation payment shall be due related to the Development’s projected impacts to the regional roadway network. An interim traffic study addressing traffic distribution shall be required by the Applicant every five (5) years. The interim traffic study shall examine the Development’s traffic distribution and its impact on segment and intersection analysis to determine if additional traffic mitigation requirements are required.

5. **Land Contributions.**

A. Police Substation. The Applicant shall dedicate to the City a parcel of approximately one-half (1/2) acre on which to locate a police substation (the “**Substation Site**”). The Substation Site will be located within one of the Development recreation areas, as depicted on the Conceptual Plan.

B. School Site. The Applicant ~~shall~~will offer to dedicate to the Clay County School Board a parcel of approximately 20 acres on which to construct a public elementary school (the “**Public School Site**”). The location of the proposed Public School Site is depicted on the Conceptual Plan. The Applicant, its successors and assigns, will ~~receive school impact fee credits for the appraised value of the Public School Site~~comply with applicable provisions of Section 163.3180(6), Florida Statutes, in providing any required school proportionate share mitigation, which may include dedication of the Public School Site, and will pay any applicable school impact fees for the Development in the timing and manner required by law.

C. Land Swap. The Applicant will exchange an approximately five (5)-acre parcel within the Property, in the location labeled “Land Swap” on the Conceptual Plan, with the City for the right-of-way for the Connector Road within the City’s regional park site, which is approximately five (5) acres. The exchanged parcels have equal value so no compensation will be due from either the Applicant or the City related to the exchange parcels. The Applicant will

prepare all deeds, legal descriptions and sketches of description for the parcel exchange, at its expense.

6. **Park Contribution.** The Applicant shall pay a per-unit park fee to the City for construction of improvements within the Gustafson Regional Park, which is adjacent to the Development. The per-unit fee shall be \$135, which shall be paid by the Applicant to the City upon the filing of a building permit application. In the event that Gustafson Regional Park improvements are not constructed by the City, the City can use the funds paid by the Applicant pursuant to this Section 6 for improvements to other City parks.

7. **Development Timing.** The Property is intended to be developed with the phasing set forth in the PUD, which provides the Development will be constructed in one (1), 20-year phase. Construction will be commenced by December 31, 2024 and shall be completed by December 31, 2044. For purposes of the PUD, “commencement” means securing approved construction drawings for the first portion of the Development and “completion” is defined as the installation of horizontal infrastructure and City approval of as-builts. The City shall review the Development at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with this Agreement, pursuant to Section 163.3235, Florida Statutes.

8. **Authority and Duration.** This Agreement is made and granted pursuant to Sections 163.3220-163.3243, Florida Statutes, and is effective through the thirtieth (30th) anniversary of the Effective Date of this Agreement, and any extension of this Agreement.

9. **Amendment, Extension of Agreement.** If state or federal laws are enacted after the execution of this Agreement that are applicable to and preclude the Parties’ compliance with the terms of this Agreement, this Agreement shall be modified or revoked as necessary to comply with the relevant State or federal laws, pursuant to Section 163.3241, Florida Statutes, as may be amended from time to time. The duration of this Agreement may be extended by the City pursuant to law and after conducting a public hearing in the manner specified in Section 163.3225, Florida Statutes, as may be amended from time to time.

10. **Necessity to Obtain Permits.** The Applicant acknowledges its obligation to obtain all necessary federal, state and other local development permits (not mentioned herein) for development of the Property. The failure of this Agreement to address any particular permit, condition, term or restriction applicable to development of the Property shall not relieve the Applicant or any successors or assigns of the necessity of complying with federal, state, and other local permitting requirements, conditions, terms or restrictions as may be applicable.

11. **Agreement Consistent with Comprehensive Plan and Section 163.3180, Florida Statutes (2020).** The City hereby acknowledges and agrees that (i) the Development is consistent with Florida Statutes and with the City’s Comprehensive Plan and Land Development Regulations, and (ii) that the City’s Comprehensive Plan is in compliance with the State of Florida Comprehensive Plan.

12. **Remedies.** Each party to this Agreement shall be entitled to seek enforcement of this Agreement against the other party consistent with Section 163.3243, Florida Statutes, as may be amended from time to time.

13. **Binding Effect.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. When Applicant is used in this Agreement, it includes Applicant and any successors and assigns owning any rights to the Property, jointly and severally assuming all the obligations set out in the Agreement, unless the obligations have been fully discharged.

14. **Applicable Law: Jurisdiction and Venue.** This Agreement and the rights and obligations of the City and Applicant under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida (2020). This Agreement may be enforced as provided in Section 163.3243, Florida Statutes, as may be amended from time to time. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in Clay County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development contemplated by this Agreement shall not relieve Applicant or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions.

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

16. **Exhibits.** All exhibits attached to this Agreement contain additional terms of this Agreement and are incorporated into this Agreement by reference.

17. **Captions or Paragraph Headings.** Captions and 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 Agreement, nor the intent of any provision of this Agreement.

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21. **Further Assurances.** Each party to this Agreement agrees to do, execute, acknowledges and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other party in order to carry out the intent of and give effect to this Agreement.

Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the City, the Parties declare their intention to cooperate with each other in effecting the purposes of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

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

To the City: City Manager
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043

With copies to: Jim Arnold, Attorney
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043
cityattorney@greencovesprings.com

To the Applicant: D.R. Horton, Inc. – Jacksonville
Attn: John R. Gislason
4220 Race Track Road
St. Johns, Florida 32259

With copies to: Ellen Avery-Smith, Esq.
Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086

Passed and Duly Adopted by the City Commission of the City of St. Augustine, Florida this ____ day of _____, 2021.

Attest: CITY OF GREEN COVE SPRINGS,
FLORIDA, a municipal corporation

By: _____
Steve Kennedy, City Manager

Approved as to form, legal sufficiency and execution:

By: _____
L.J. Arnold, III, City Attorney

Signed, sealed and delivered in the presence of:

D.R. HORTON INC. -JACKSONVILLE,
a Delaware corporation

Witness
Print Name: _____

By: _____
Its: _____
Date: _____

Witness
Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization on this day ___ of _____, 2021, by _____, as _____ of D.R. Horton, Inc. - Jacksonville., a Delaware corporation, on behalf of the corporation, who is (check one) personally known to me or has produced a valid driver's license as identification.

Notary Public
Name: _____
Commission Expires: _____

EXHIBIT "A"

The Property

A portion of Section 38 of the George I.F. Clarke Grant, Township 6 South, Range 26 East, Clay County, Florida, being a portion of those lands described and recorded in Official Records Book 1545, page 513 of the Public Records of said county and being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Easterly right of way line of County Road 15A, (South Oakridge Avenue), a 100 foot right of way as presently established with the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established; thence Southerly along said Easterly right of way line and along the arc of a curve concave Westerly having a radius of 1959.86 feet, through a central angle of $14^{\circ}47'09''$, an arc length of 505.76 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $05^{\circ}15'37''$ East, 504.36 feet; thence South $02^{\circ}07'57''$ West, continuing along last said Easterly right of way line, 1331.79 feet to the Southwest corner of those lands described and recorded in Official Records Book 3863, page 203 of said Public Records and the Point of Beginning.

From said Point of Beginning, thence Easterly and Northeasterly along the Southerly and Southeasterly boundary of last said lands, the following 12 courses: Course 1, thence South $88^{\circ}31'42''$ East, departing last said Easterly right of way line, 282.59 feet; Course 2, thence North $21^{\circ}17'17''$ East, 161.55 feet; Course 3, thence South $68^{\circ}42'43''$ East, 287.10 feet; Course 4, thence South $58^{\circ}52'43''$ East, 32.90 feet; Course 5, thence South $37^{\circ}48'54''$ East, 22.40 feet; Course 6, thence North $70^{\circ}53'31''$ East, 15.20 feet; Course 7, thence North $34^{\circ}14'49''$ East, 52.23 feet; Course 8, thence South $88^{\circ}17'22''$ East, 94.17 feet; Course 9, thence North $31^{\circ}43'31''$ East, 427.82 feet; Course 10, thence North $73^{\circ}46'32''$ West, 158.11 feet; Course 11, thence North $13^{\circ}06'51''$ East, 477.10 feet; Course 12, thence North $10^{\circ}55'57''$ East, 142.00 feet to a point lying on the Southwesterly line of those lands described and recorded as Parcel "A" in Official Records Book 3316, page 1098 of said Public Records; thence South $77^{\circ}06'26''$ East, along last said line, 2932.48 feet to the Northwest corner of those lands described and recorded in Official Records Book 3855, page 1391 of said Public Records; thence Southerly along the westerly line thereof, the following 3 courses: Course 1, thence South $21^{\circ}54'49''$ East, 3242.16 feet; Course 2, thence South $68^{\circ}05'09''$ West, 1307.43 feet; Course 3, thence South $21^{\circ}54'51''$ East, 1003.87 feet to a point lying on the Northerly line of an Access and Maintenance Easement as described and recorded in Official Records Book 3855, page 1394 of said Public Records; thence Westerly along said Northerly line, the following 26 courses: Course 1, thence South $37^{\circ}01'31''$ West, 149.07 feet to the point of curvature of a curve concave Northwesterly having a radius of 955.00 feet; Course 2, thence Southwesterly along the arc of said curve, through a central angle of $16^{\circ}37'06''$, an arc length of 276.99 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $45^{\circ}20'05''$ West, 276.02 feet; Course 3, thence South $67^{\circ}24'13''$ West, along a non-tangent line, 105.10 feet; Course 4, thence South $53^{\circ}45'05''$ West, 12.16 feet; Course 5, thence South $13^{\circ}14'26''$ West, 24.72 feet; Course 6, thence South $63^{\circ}07'28''$ West, 859.11 feet; Course 7, thence North $26^{\circ}52'32''$ West, 5.00 feet; Course 8, thence South $63^{\circ}07'28''$ West, 382.73 feet; Course 9, thence North $26^{\circ}52'32''$ West,

31.65 feet; Course 10, thence South 63°07'28" West, 74.60 feet; Course 11, thence South 26°52'32" East, 36.65 feet; Course 12, thence South 63°07'28" West, 102.14 feet to the point of curvature of a curve concave Northerly having a radius of 955.00 feet; Course 13, thence Westerly along the arc of said curve, through a central angle of 22°47'15", an arc length of 379.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 74°31'05" West, 377.32 feet; Course 14, thence South 85°54'43" West, 731.91 feet; Course 15, thence North 04°05'17" West, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 250.00 feet; Course 16, thence Westerly along the arc of said curve, through a central angle of 05°44'03", an arc length of 25.02 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 88°46'45" West, 25.01 feet; Course 17, thence North 88°21'14" West, 61.78 feet; Course 18, thence North 19°49'14" West, 8.30 feet; Course 19, thence North 55°44'57" West, 30.16 feet; Course 20, thence South 67°18'10" West, 29.23 feet; Course 21, thence South 07°09'24" West, 17.00 feet; Course 22, thence North 88°21'14" West, 362.37 feet; Course 23, thence South 01°38'46" West, 5.00 feet; Course 24 thence North 88°21'14" West, 800.00 feet; Course 25, thence North 01°38'46" East, 10.00 feet; Course 26, thence North 88°21'14" West, 355.52 feet to a point lying on the aforementioned Easterly right of way line of County Road 15A; thence North 02°07'57" East, along last said Easterly right of way line, 5150.65 feet to the Point of Beginning.

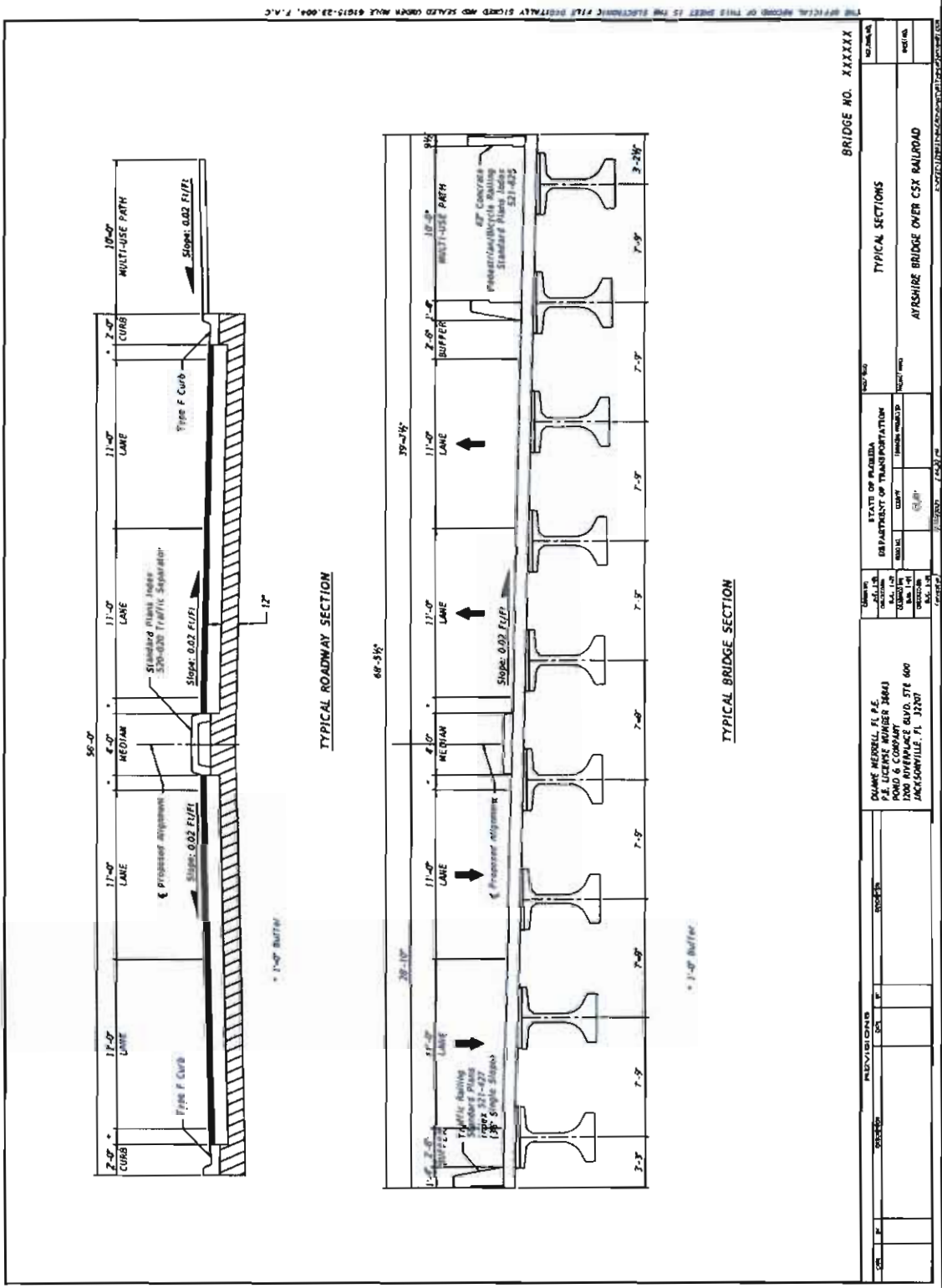
Containing 560.52 acres, more or less.

EXHIBIT "B"

Conceptual Plan

EXHIBIT "C"

Connector Road Typical Section



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61B15-23.004, F.A.C.

BRIDGE NO. XXXXXX	
DATE	PROJECT
DESIGNER	PROVIDER
DUANE HEDRELL, P.E. P.E. LICENSE NUMBER 36443 POND & COMPANY, INC., ETE 600 JACKSONVILLE, FL 32207	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DIVISION OF BRIDGE TALLAHASSEE, FL 32304
TYPICAL SECTIONS	
AYRSHIRE BRIDGE OVER CSX RAILROAD	