

PRELUDE DEVELOPMENT AGREEMENT

THIS PRELUDE DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into on this ____ day of _____, 2022, by and between **PRELUDE INC.** ____ (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 Owner of the property described in **Exhibit “A”** attached hereto and incorporated herein by this reference, which is located within City of Green Cove Springs Florida (the “**Property**”), and that Brian and Jennifer Knight, as the Officers of Applicant, are authorized to execute all binding documents on behalf of Applicant.

B. The Applicant has applied for site plan approval of a mixed-use project.

C. The Property has a Future Land Use Map (“**FLUM**”) designation of Central Business District. The Property is zoned to Central Business District and will be developed in accordance with these applicable future land use and zoning designations.

D. The City Council of the City has held public hearings on _____ and _____, to consider this Agreement, has found and determined that its execution of this Agreement will further the objectives of the Local Government Comprehensive Planning and Land Development Regulation Act, and that the development contemplated and permitted by this Agreement comply with the City’s Code.

E. The Applicant submitted a site development application to the City to develop a mixed use project to be called PRELUDE on the Property on September 20, 2021, with a maximum of 38 apartment residential units, 8726 sf Commercial-retail space, restaurant space with maximum seating at any one time is 125 people (the “**Development**”).

F. The Applicant will improve 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.

G. 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.

H. 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.

I. 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. In consideration of pending amendments to the Comprehensive Plan, the Parties agree the proposed development is also consistent with the City of Green Cove Springs 2045 Comprehensive Plan, including its 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**”).

J. The following is the Public Facility Schedule applicable to the development of the Property:

- 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 City of Green Cove Springs (the “**Utility**”) 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 requirements set forth in section 66-10 of the City Land Development Code.
- 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. Parking. Concurrently with development of the Property or portions thereof, the Applicant will provide as much parking on site and parking in the ROW as possible.

The city will joint venture with owner for additional parking and pedestrian conveyance as required in applicable provisions of the City Comprehensive Plan for the Property. The newly created parking spaces in the City ROW adjacent to the site, shall be:

- i. Counted as required parking spaces; and
- ii. Constructed and maintained by the owner; and
- iii. In compliance with all requirements of the City Code; and
- iv. Open to the public.

K. The population density and maximum height possible for the Development under its FLUM, and current City Code include all uses in the Downtown Central Business District.

L. 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, electric 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 City of Green Cove Springs will provide water and sanitary sewer services to the Property. The Applicant shall pay the water/sewer connection/tap costs at time of permit issuance and the impact/fees for units or structures within the project at the equipment check inspection. The Applicant 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. **Transportation Facilities**

- i. See the provisions of Section 4 regarding Transportation Facilities capacities for the project.

B. 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 City of Green Cove Springs 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.

C. 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 City of Green Cove Springs 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.

D. Solid Waste Collection

- i. Solid Waste Collection for the Property will be provided pursuant to the City franchisee agreement as set forth in Sec. 66-10 of the City Land Development Code. The City currently has sufficient capacity, unreserved, to provide solid waste collection services for the project.

E. 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.
- iii. The City of Green Cove Springs will allow connection for outfall piping to existing City storm system

F. Educational Facilities

- i. 8.5.1. Elementary School – Charles E. Bennett Elementary School
- ii. 8.5.2. Middle School – Green Cove Springs Middle School
- iii. 8.5.3. High School – Clay High School
- iv. Owner will have option to make apartments adult only or no children School age facility.

G. Recreational Facilities.

The Property is served by recreational facilities owned by the City including Spring Park which is located within 500 feet of the subject property.

H. Electric.

- i. The city will provide underground electrical services to the site. The city will provide all primary electrical transformers and primary wiring. The applicant will work with the city to provide adequate locations for services and provide all secondary services.
- 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 electrical service for this project and any neighboring project which may be necessary.

4. **Transportation/Mobility Improvements.** 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 all parking onsite and in city ROW as shown on site plan.

B. The Applicant shall maintain the existing roads Bay Street, Cove Street, and Magnolia Avenue to its current condition during construction.

C. The Applicant and the City agree that based on the Applicant's traffic study submitted with the companion site plan 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.

D. The Applicant and the City agree that based on the Applicants parking study shared parking is vital to the success of the project. The City has determined that the parking requirement for the development is as follow

- i. 38 Residential Units;
 1. 24 1-Bedroom Units 1.5 spaces per unit; require a total of 36 parking spaces.
 2. 14 2- Bedroom units require 2 spaces per units; require a total of 28 parking spaces
- ii. 8,726 Square of Feet of Retail
 1. 1 space per 250 square feet: require a total 34.9 parking spaces
- iii. 2863 square feet of dining area;
 1. 1 space per 65 square feet of dining area; require a total of 44 parking spaces
- iv. A minimum of 4 handicapped spaces shall be provided onsite.
- v. If the proposed unit #'s or square footages of uses are changed, then the parking requirements shall be revised pursuant to the parking requirements set forth in Sec. 113-157.
- vi. That certain improvements shall be required to city parking to be used as overflow parking during certain peak times. Applicant will pay a mitigation fee of \$2000 per parking space based on any shortfall of total parking based on agreed total parking required but not more than 25 spaces. All mitigation fees provided by the Applicant will be used towards improvements in pedestrian walkways, and public parking. The Applicant and the city will work together to survey existing conditions, prepare engineered drawings of modified parking and pedestrian pathways to and from the site. This work will be coordinated to be completed simultaneous with the PRELUDE project.

E. Tree Mitigation. The applicant shall mitigate for the 81” of required trees that are to be removed from the site by adding the equivalent number of inches either onsite or offsite or through a payment to the City tree bank at \$148 per inch of tree.

5. **Permitting.**

A. The city will be responsible for review of plans and specifications for the building permit. Site Construction may begin during building plan review upon completion of a building footprint match with an approved site plan permit. No vertical construction can commence until the full building plan is approved.

B. All requirements not specifically addressed in this Development Agreement shall comply with the Site Development requirements in the City Land Development Code.

C. All required improvements shall be provided prior to the issuance of a Certificate of Occupancy.

D. Development Permits Required.

i. The Local development permits approved or needed to be approved for the development of the project (or portions thereof) in accordance with the provisions of this Agreement, and the status of each such permit or approval are as follows:

PERMITS/APPROVALS	STATUS
Assignment of Future Land Use designation for 1.26 acres of property	Completed
Assignment of Central Business District (CBD) zoning to 1.26 acres of property	Completed
Approval of Site Development Plan for the entire Property	Pending
Approval of Building permits for the entire property	Pending
Water Management District Environmental Resources (stormwater) Permit	Pending

E. Nothing in this Agreement shall be deemed to obviate the Owner's compliance with terms and provisions of each such identified Permit, nor to obligate the City, to grant any of the Permits, actions, or approvals enumerated above.

F. **Additional Permits, Etc.** The failure of this Agreement to address any particular permit, condition, term, or restriction on development shall not relieve the Owner, City or County of the necessity of complying with any law governing said permitting requirement, conditions, terms and restrictions with respect to the contemplated development of the Project, as applicable.

6. **Upgrades.**

A. The Applicant will be upgrading materials and construction of certain city items. Those upgrades in cost shall be identified (approved by city) and can be used as offsets to mitigation and permit fees.

1. utilizing pavers for city sidewalks,
2. Upgrade to match spring park pole lights for city walk lights
3. Repair and Replacement of Streets

7. **Development Timing.** The Property is intended to be developed in one phase. Construction will be commenced by Summer of 2022 and shall be completed by 2024. For

purposes of the timing, “commencement” means securing approved construction drawings and permitting for the Development and “completion” is defined as completed for certificate of Occupancy. The timeline for commencement shall with the shall comply with Sec. 101-355(h) of the City Land Development Code.

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) year 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 their 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.**

A. This Agreement shall become effective upon the occurrence of all of the following events: (1) the approval of the site development plan, submittal of dated architecture plans showing intent of vertical construction (2) execution of this Agreement by all Parties; (3) and the recordation of the Agreement in the Public Records of Clay County, Florida.

B. Notwithstanding the foregoing:

C. The parties shall be obligated to perform any such obligations hereunder that are required before such Effective Date; and

D. In the event this Agreement is challenged, including a challenge pursuant to Section 163.3243, Florida Statutes, within thirty (30) days of the recordation of this Agreement in the Public Records of Clay County, Florida, the obligations of the parties shall be suspended hereunder.

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
 P.O. Box 1570
 Green Cove Springs, Florida 32043
 cityattorney@greencovesprings.com

To the Applicant: PRELUDE
 Attn: Brian and Jennifer Knight

With copies to:

INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS 7TH DAY OF SEPTEMBER 2021.

CITY OF GREEN COVE SPRINGS, FLORIDA

Edward R. Gaw, Mayor

ATTEST:

Erin West, City Clerk

PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, THIS XX DAY OF XXX 2022.

CITY OF GREEN COVE SPRINGS, FLORIDA

Edward R. Gaw, Mayor

Section 1. ATTEST:

Erin West, City Clerk

Section 2. APPROVED AS TO FORM ONLY:

L.J. Arnold, III, City Attorney

Signed, sealed and delivered in the presence of:

PRELUDE

, a _____ 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 PRELUDE, 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 $63^{\circ}07'28''$ 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.

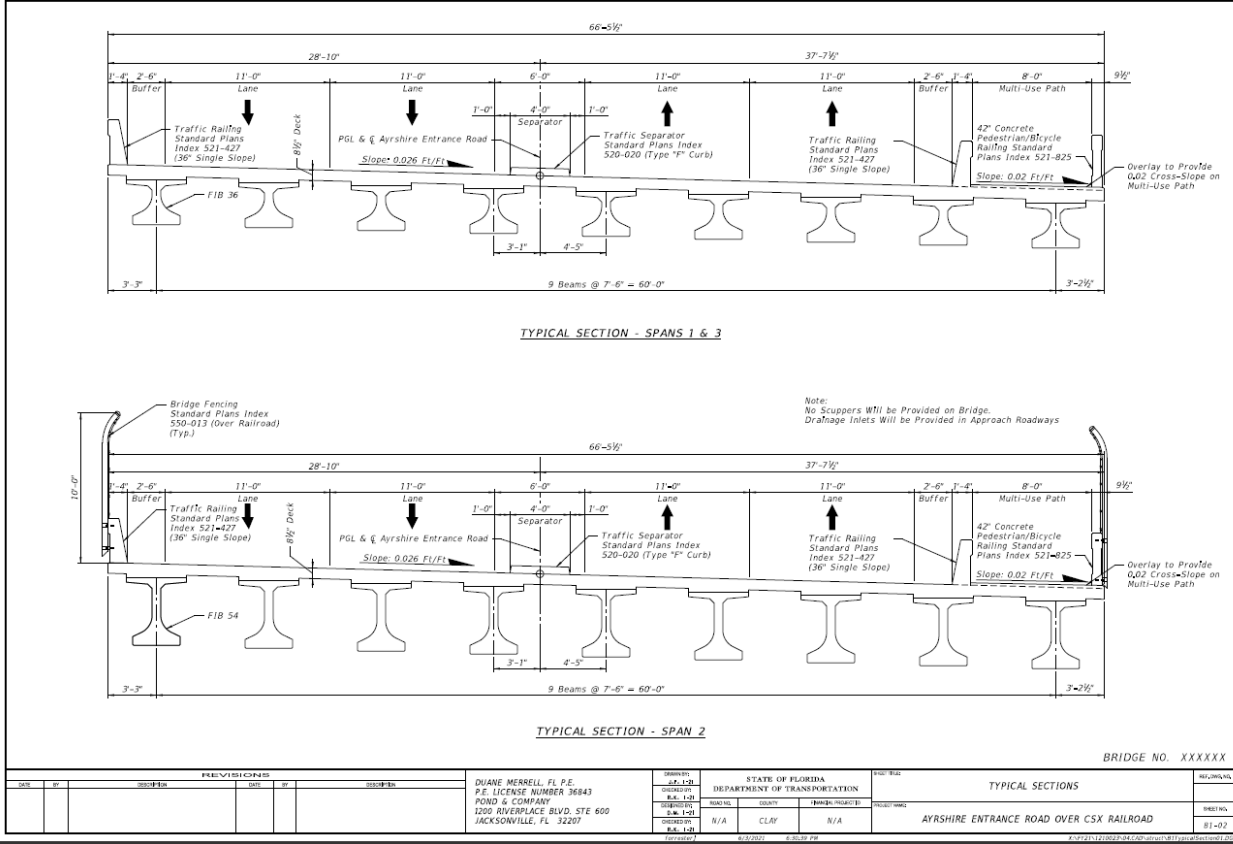
Containing 560.52 acres, more or less.

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 61G15-23.004, F.A.C.