

**DEVELOPMENT ORDER**

**RHYTHM DEVELOPMENT OF REGIONAL IMPACT**

**WASHINGTON COUNTY, FLORIDA**

**RECITALS**

**WHEREAS**, Florida Landings, LLC, a Florida Limited Liability Company (the "Developer")<sup>1</sup>, owns or controls approximately 1,883 acres located in southeast Washington County ("County"), located approximately 3 miles west of US 231 (the "Property") and which is legally described in **Exhibit A** attached hereto and made a part hereof; and,

**WHEREAS**, the Developer proposes to build: up to three thousand one hundred and sixteen (3,116) residential dwelling units, eighty-five thousand (85,000) square feet of retail development, twenty-five thousand (25,000) square feet of office development, twenty-four (24) units of hotel development, 60 units of assisted living facilities, eighty thousand (80,000) square feet of civic/amenity facilities, five thousand (5,000) square feet of institutional uses, plus associated accessory uses as more fully defined herein (collectively the "Project"); and,

**WHEREAS**, § 380.06, Fla. Stat., mandates that developments of the size, density and intensity proposed by the Developer shall undergo development of regional impact review; and,

**WHEREAS**, on February 29, 2008, an Application for Development Approval ("ADA") for the Rhythm Development of Regional Impact (the "Rhythm DRI") was filed; and,

**WHEREAS**, the proposed development is not located in an Area of Critical State Concern as designated pursuant to Chapter 380, Fla. Stat.; and,

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<sup>1/</sup> Defined terms are first identified in quotations and underlined text ("\_\_\_\_") and thereafter are identified by initial capitalization of the first letters or by an all cap abbreviation. Once defined, said definition shall apply throughout this Development Order.

**WHEREAS**, concurrent with the Developer filing the ADA for the Rhythm DRI, the Developer also filed a corresponding amendment to the County's adopted Comprehensive Plan (and which is also referred to as "Rhythm Plan Amendment"); and,

**WHEREAS**, on August 24, 2011, the Washington County Board of County Commissioners (the "BOCC") approved the transmittal of CPA 11-Rhythm DRI to the Florida Department of Community Affairs (the "DCA"); and,

**WHEREAS**, pursuant to § 380.06(11), Fla. Stat., the West Florida Regional Planning Council (the "WFRPC") is required to issue a regional report and recommendation in connection with its review of the Rhythm DRI; and

**WHEREAS**, on October 17, 2011, the WFRPC met and approved the Regional Report and Recommendation relative to the Rhythm DRI (the "WFRPC Report"); and,

**WHEREAS**, the BOCC held a hearing on \_\_\_\_\_, 2012 to consider the ADA and Sufficiency Responses for the Rhythm DRI; and,

**WHEREAS**, § 380.06, Fla. Stat., requires that any comprehensive plan amendment required in connection with the approval of any development of regional impact shall be heard at the same hearing; and,

**WHEREAS**, approval and adoption by the BOCC of the comprehensive plan amendment filed by the Developer (CPA 11-Rhythm DRI) is a condition precedent to the BOCC adopting this Development Order or otherwise approving the Rhythm DRI; and,

**WHEREAS**, by earlier vote this \_\_ day of \_\_\_\_\_, 2012, the BOCC adopted Ordinance 2012-\_\_\_, creating Section 3-15 of the Washington County Comprehensive Plan relating to the Future Land Use Element and creating the Mixed Use/Rhythm Urban Village land use category; and,

**WHEREAS**, pursuant to § 380.06, Fla. Stat., the BOCC is the governing body having jurisdiction over the review and approval of developments of regional impacts located within Washington County, Florida; and,

**WHEREAS**, the proposed development has gone through the review process of the various agencies and it is now before the BOCC to approve, approve with conditions or deny the Rhythm DRI pursuant to § 380.06, Fla. Stat.; and,

**WHEREAS**, because of its location and magnitude, the impact of developing the Property as proposed presents special concerns and opportunities regarding the provision of public services; and,

**WHEREAS**, in accordance with §§ 125.66 and 380.06, Fla. Stat., the BOCC conducted a public hearing on \_\_\_\_\_, 2012, to review and consider the Rhythm DRI and the instant Development Order; and,

**WHEREAS**, notice of this hearing this date was published in a newspaper of general circulation and the notice ran at least sixty (60) days prior hereto; and,

**WHEREAS**, at the public hearing on this matter, any member of the general public requesting to do so was given the opportunity to present written or oral communications; and,

**WHEREAS**, during the public hearing, all parties were afforded the opportunity to present evidence and argument on all issues and submit rebuttal evidence; and,

**WHEREAS**, this Development Order shall be recorded in the Public Records in Washington County, Florida.

**NOW, THEREFORE, BE IT RESOLVED BY THE WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS, WASHINGTON COUNTY, FLORIDA, IN PUBLIC MEETING DULY CONSTITUTED AND ASSEMBLED THIS \_\_\_ DAY OF \_\_\_\_\_, 2012, THAT THE APPLICATION FOR DEVELOPMENT APPROVAL FOR THE RHYTHM DEVELOPMENT OF REGIONAL IMPACT, SUBMITTED BY FLORIDA LANDINGS, LLC, IS HEREBY ORDERED APPROVED SUBJECT TO THE TERMS BELOW.**

**SECTION 1 – FINDINGS OF FACT**

(A) The above Recitals are incorporated herein by reference and made a part hereof.

(B) Except for terms defined herein, the definitions contained in Chapter 380, Fla. Stat., and Chapter 9J-2, Fla. Admin. Code, shall govern and apply to this Development Order.

(C) Whenever this Development Order provides for or otherwise necessitates reviews, approvals, or determinations of any kind subsequent to its issuance, the right to review, approve, and determine includes all governmental agencies and departments having jurisdiction as set forth under applicable laws and rules.

(D) The County will monitor the Development to ensure compliance with the terms, general provisions, and conditions of this Development Order. The County Administrator or his/her designee will monitor the Development through the review of the Biennial Report, building permits, certificates of occupancy, plats and/or approved site plans as may be applicable, transportation facilities impact monitoring reports, or any other relevant and factual information.

(E) In each instance where the Developer is responsible for ongoing maintenance of privately owned facilities or infrastructure, the Developer may assign any or all of its responsibilities to improve and maintain those facilities to an appropriate entity able to fulfill such responsibility consistent with statutory and rule requirements and the conditions of this Development Order.

(F) Pursuant to Rule 9J-2.025, Fla. Admin. Code (2006), the following Developer's representations and informational statements are incorporated into this Development Order and made a part hereof.

(1) Name. The name of the development is "Rhythm." The development of regional impact, as approved by this Development Order, may be referred to as the "Rhythm DRI" or as the "Development" or as the "Project" (as the context dictates) and that these terms may be used interchangeably throughout this Development Order.

(2) Authorized Agent. The authorized agent of the Developer is Justin Morrow, the Authorized Agent of Florida Landings, LLC, a Florida limited liability company. See **Exhibit B** attached hereto.

(3) Principal Entities.

(a) Florida Landings, LLC, the entity which filed the Application for Development Approval for the Rhythm DRI, is the “Developer” for purposes of this Development Order and § 380.06, Fla. Stat. In this Development Order, any references to the Developer, the owners of the Property and their respective heirs, successors and/or assigns shall not apply to or include bona fide third party purchasers of individual residential lot(s) or bona fide third party purchasers of commercial land or space.

(b) The Developer has represented, and the County has materially relied upon said representations that: (i) the Developer is the lawful owner of all of the Property encompassed by this Development Order; (ii) the Developer understands and agrees that this Development Order shall be binding upon them and their respective heirs, successors and/or assigns as accepted and agreed to on the last page hereof; and (iii) this Development Order shall be recorded.

(4) ADA. The ADA (as defined in Section 3 below) for the Rhythm DRI, as submitted by Florida Landings, LLC, is hereby approved subject to the terms of this Development Order.

(5) Development Description. The Rhythm DRI will be developed as an Urban Village as provided for in this Development Order. At build out, and subject to the conditions and restrictions herein, there will be up to three thousand one hundred and sixteen (3,116) residential dwelling units, eighty-five thousand (85,000) square feet of retail development, twenty-five thousand (25,000) square feet of office development, 60 units of assisted living facilities, eighty thousand (80,000) square feet of civic/amenity facilities, five thousand (5,000) square feet of institutional uses, twenty-four (24) units of hotel development, plus accessory uses including, but not limited to, 100 storage units and RV/boat parking. For purposes of calculating square footage, only areas under roof and air conditioned shall be included, however, common areas that do not individually or collectively create offsite impacts such as HVAC rooms, bathrooms, storage areas, and stair wells shall be excluded.

It is anticipated that construction will commence in 2013 and will be fairly evenly paced through build-out in 2023. For purposes of this Development Order, the County has established certain “stages” or “triggers” of development (as

the context dictates) for purposes of monitoring, compliance, and imposition of performance conditions, without limitation.

(6) Required Specific Findings of Fact.

(a) Assuming full compliance with the terms of this Development Order, the BOCC specifically finds that the Rhythm DRI does not unreasonably interfere with the achievements of the objectives of the adopted State Land Development Plan for the portion of Washington County where the Property is located.

(b) Assuming full compliance with the terms of this Development Order, the BOCC specifically finds that Rhythm DRI is consistent with the State Comprehensive Plan as contained in Chapter 187, Fla. Stat. (2011).

(c) Assuming full compliance with the terms of this Development Order and by the earlier adoption of CPA 11-Rhythm DRI by the BOCC this date, the BOCC specifically finds that Rhythm DRI to be consistent with the County's adopted Comprehensive Plan as amended, subject to and conditioned upon CPA 11-Rhythm DRI taking effect pursuant to § 163.3189, Fla. Stat. (2011) and with the County's land development regulations, subject to the terms of this Development Order.

(d) Assuming full compliance with the terms of this Development Order, the BOCC specifically finds that Rhythm DRI is consistent with the WFRPC Report issued pursuant to § 380.06(12), Fla. Stat. (2011).

(7) Legal Description. The legal description of the Property is contained in **Exhibit A**.

(8) Documents/Materials Incorporated Herein By Reference.

(a) The Application (as defined in Section 3(A) below) and Sufficiency Responses shall be incorporated into this Development Order by reference and made a part hereof.

(b) Map H, Master Development Plan, as last revised August, 2011 is attached as **Exhibit C** to this Development Order ("Map H") and shall be incorporated into this Development Order by reference and made a part

hereof. Wherever reference is made to Map H in this Development Order, such reference shall be to the most current version of Map H as may be amended from time to time.

(9) Compliance Dates.

(a) The Developer shall have “Commenced” (as defined below) with the development approved herein within three (3) years of the Effective Date of this Development Order.

(b) Deadlines for commencing transportation and infrastructure improvements shall be as required under the Infrastructure Section set forth below.

(c) Termination Date of the Development Order.

(i) This Development Order shall expire on December 31, 2028, unless extended by an amendment to this Development Order duly enacted by the BOCC at a public meeting, agreed to by the Developer, and otherwise in conformance with § 380.06, Fla. Stat., as such section may be amended or renumbered.

(ii) In the event the Developer fails to have Commenced with the development approved herein within three (3) years of the Effective Date of this Development Order, all approvals hereunder shall terminate and this Development Order shall have no further force or effect.

(iii) “Commenced” for purposes of this Development Order shall mean that the Developer shall have constructed, or construction is significantly underway, any of the following: site grading/clearing related to Phase 1A roadway improvements; roads; or vertical development.

(10) Project Build-out Date. The build-out for the Project shall be December 31, 2023.

(11) Down-zoning; Density Reduction; or Intensity Reduction. Absent the County demonstrating that substantial changes in the conditions underlying the approval of this Development Order have occurred, or that this Development Order was based on substantially inaccurate information provided by

the Developer, or that the change is clearly established by the County to be essential to the public health, safety, or welfare, then the Rhythm DRI shall not be subject to down-zoning, unit density reduction, or intensity reduction from the Effective Date of this Development Order until the development approvals granted hereunder terminate pursuant to Section 1(F)(10)(c) above.

(12) Reporting. On or before December 1<sup>st</sup> of each odd numbered year following the adoption year of this Development Order, the Developer, at the Developer's sole expense, shall prepare and file a Biennial Report (based on the preceding two years) with the County and applicable review agencies in accordance with §§ 380.06(15)(c)4 and 380.06(18), Fla. Stat. and Rule 9J-2.025(7), Fla. Admin. Code and Section 5 of this Development Order.

## **SECTION 2 – CONCLUSIONS OF LAW**

(A) Review. The BOCC's review of the ADA for the Rhythm DRI has been conducted pursuant to the provisions of § 380.06, Fla. Stat.

(B) ADA. The ADA for the Rhythm DRI, as modified by this Development Order, is hereby deemed in substantial compliance with the requirements of § 380.06, Fla. Stat. and Rule Chapter 9J-2, Fla. Admin. Code.

(C) Required Specific Conclusions of Law.

(1) Assuming full compliance with the terms of this Development Order, the BOCC specifically concludes that the Rhythm DRI does not unreasonably interfere with the achievements of the objectives of the adopted State Land Development Plan for the portion of Washington County where the Property is located.

(2) Assuming full compliance with the terms of this Development Order, the BOCC specifically concludes that Rhythm DRI is consistent with the State Comprehensive Plan as contained in Chapter 187, Fla. Stat. (2011).

(3) Assuming full compliance with the terms of this Development Order and by the earlier adoption of CPA 11- Rhythm DRI by the BOCC this date, the BOCC specifically concludes that Rhythm DRI is consistent with the County's adopted Comprehensive Plan as amended, subject to and conditioned upon CPA 11-Rhythm DRI taking effect pursuant to § 163.3189, Fla. Stat. (2011) and with

the County's land development regulations, subject to the terms of this Development Order.

(4) Assuming full compliance with the terms of this Development Order, the BOCC specifically concludes that Rhythm DRI is consistent with the WFRPC Report issued pursuant to § 380.06(12), Fla. Stat. (2011).

(D) Development Approval. This Development Order constitutes final approval for the Developer to develop the Property (as described in **Exhibit A**) subject to and in strict accordance with the terms of this Development Order, and as specifically provided on Map H, Master Development Plan (**Exhibit C**) for up to three thousand one hundred and sixteen (3,116) residential dwelling units, eighty-five thousand (85,000) square feet of retail development, twenty-five thousand (25,000) square feet of office development, 60 units of assisted living facilities, eighty thousand (80,000) square feet of civic/amenity facilities, five thousand (5,000) square feet of institutional uses, twenty-four (24) units of hotel development, plus accessory uses including, but not limited to, 100 storage units and RV/boat parking. For purposes of calculating square footage, only areas under roof and air conditioned shall be included, however, common areas that do not individually or collectively create offsite impacts such as HVAC rooms, bathrooms, storage areas, and stair wells shall be excluded.

### **SECTION 3 – GENERAL CONDITIONS AND RESTRICTIONS**

(A) Consistency with the Application. The Rhythm DRI shall be developed in accordance with the information, data, plans, and commitments contained in the Application and Sufficiency Responses dated February 2011 and August 2011 (collectively referred to herein as "Sufficiency Responses") unless otherwise directed by the terms of this Development Order.

(B) Representations. The Developer shall be bound by all of its representations and promises contained in the Application and Sufficiency Responses and upon which the County materially relied in adopting this Development Order. In the event of any conflict between any document attached to this Development Order or incorporated by reference herein, this Development Order shall supersede and control.

(C) Applicable Permitting and Regulatory Agencies. As used throughout this Development Order, the terms "Applicable Permitting Agencies," "Applicable

Permitting Agency,” “applicable permitting and regulatory agencies,” “appropriate agencies,” or comparable terms used for any federal, state, regional or local government (other than the County) or entities thereof shall mean those federal, state, regional, local governments and/or legal entities which have applicable laws, rules or requirements over the subject matter being reviewed, approved or determined. Further, the Developer shall not be required to meet any standard or criteria unless specifically set forth or referenced herein or duly promulgated or adopted by the Applicable Permitting Agency.

(D) Chapters 373 and 403, Florida Statutes. Pursuant to Section 380.06(5)(c), Fla. Stat. (as such provision may be amended or renumbered from time to time), the Developer hereby elects to be bound by the rules adopted pursuant to Chapters 373 and 403, Fla. Stat., in effect when this Development Order is issued, except as specifically excluded by said provision, for permits applied for within five (5) years from the Effective Date of this Development Order.

(E) Developer Ensuring Adequate Provision for Public Facilities. Pursuant to § 380.06(15), Fla. Stat., the Development approved under this Development Order is further conditioned upon the Developer being financially responsible for ensuring the adequate provision for the public facilities needed to accommodate the impacts of the Development, as specified in Section 4 herein.

(F) Regulations Superseded. The Rhythm DRI shall be developed in accordance with all applicable County laws, ordinances, rules, and regulations, specifically including, but without limitation, the County’s land development regulations, in effect at the time of permitting and not otherwise inconsistent with this Development Order and unless amended, varied or excepted in the Rhythm PUD. In the event of any conflict between any law, ordinance, rule or regulation of Washington County and this Development Order, this Development Order shall supersede and control.

(G) Outside Coordination. Nothing herein shall be construed as preventing the County from coordinating and consulting with any federal, state, regional or local governments as the County deems appropriate.

(H) Use of Outside Review Consultants. Certain provisions within this Development Order allow for the County to engage an outside consultant (as professionally qualified in the applicable field) to review certain assessments and

reports which the Developer is required to provide to the County and which further provide that the Developer shall reimburse the County for such reasonable expenses. ~~However, the sum of these expenses related to the engagement of outside consultant(s) shall not exceed \$15,000 in any given year. Prior to commencement of development, the Developer shall remit \$15,000 to the County to be held and used by the County for these purposes. At the beginning of each County fiscal year, the Developer shall replenish the fund so that \$15,000 remains available for this purpose.~~

(I) Interpretation. In interpreting this Development Order, the specific conditions or provisions will govern over general conditions or provisions. Further, in applying rules of interpretation, the Developer and the County shall be deemed to have equally participated in the drafting of this Development Order so as not to favor any one party over another.

(J) Definitions. The definitions found in Chapter 380, Fla. Stat. (2011) shall apply to this Development Order unless such term(s) has been specifically defined in this Development Order.

#### **SECTION 4 – SPECIFIC CONDITIONS AND RESTRICTIONS**

##### **ENVIRONMENTAL PROTECTION**

(1) Habitat Management Plan. The Developer, at the Developer's sole expense, has prepared a Habitat Management Plan ("HMP"). As a general description, the HMP is the umbrella document/plan which addresses the various environmental, open space, wildlife, wildlife corridors, vegetation, wildfire management plan, and preservation issues as such matters are detailed in the subsections below.

(a) Objective. The HMP shall, at a minimum, provide a framework for achieving specific management objectives within the onsite habitat conservation area as identified in the Open Space Master Plan (**Exhibit F**). The primary objective is to enhance and maintain the ecological functions of the habitat conservation area through conservation and maintenance of habitat connectivity, restoration, and long-term management while allowing for human uses compatible with this objective.

(b) Submission. The HMP has been initially submitted to the County Planning Department and all Applicable Permitting Agencies. Additional details or site specific sub plans, as required in the HMP, shall be submitted to applicable permitting agencies for review and approval as required under applicable law/regulations or the terms of this Development Order **prior to the commencement of development**. ~~Developer commencing any site development (i.e., grading, clearing or any vertical development, but shall not include rezoning)~~, and shall be updated, as necessary, at the time of submittal of each conditional plat or site plan of development.

(c) Fire-Wise Community Principles. The HMP has outlined the Fire-Wise Community Principles applicable to the project. Implementation shall be in accordance with the HMP and in some instances may be phased as provided for in the HMP.

(d) Gopher Tortoise Relocation. **Prior to any site commencement of** development, the Developer shall apply to the Florida Fish and Wildlife Conservation Commission (FFWCC) for a Gopher Tortoise Conservation Permit to relocate the gopher tortoises located outside the preserved open space areas on the Project site to an FFWCC-approved Certified Recipient Site. Gopher tortoise relocation may be addressed in concert with each development phase program with relocation to occur **prior to commencement of construction development** of each development phase.

(e) Fish Community Pool Sampling. As provided for in the HMP, Fish Community Pool Sampling shall be implemented **prior to** submittal for the Master Stormwater Management Permit.

(f) Reporting Requirements. A summary of the Developer's actions related to implementing the HMP and whether there have been any revisions to the HMP shall be reported in the Biennial Report in accordance with Section 5 of this Development Order.

(g) Revisions. Any revisions to the HMP shall not be considered an action requiring the filing of a NOPC for an Amendment to this Development Order, but shall require the approval of the County and review by all Applicable Permitting Agencies.

(h) Outside Review Costs. All reasonable costs necessarily incurred ~~to~~by the County to have the HMP reviewed by an outside qualified professional on the County's behalf, **prior to** acceptance of same, shall be reimbursed by the Developer (subject to the cap contained in Section 3 above).

(2) Ground and Surface Waters.

(a) Documentation of Baseline Conditions. **Prior to commencement of development, ~~the Developer commencing site development (i.e., grading, clearing or any vertical development),~~** the Developer, at the Developer's sole expense, shall document and submit to Washington County all pre-development baseline conditions; allow for the identification and assessment of long-term statistically significant trends and/or impacts on groundwater systems; and provide for the mitigation of documented or identified impacts to ground and surface water quality.

(b) Master Stormwater Management Permit. **Prior to** the commencement of development, the Developer shall submit a Master Stormwater Management Permit approved by applicable agencies and Washington County setting forth the wetlands and upland preservation areas as identified in the Rhythm Open Space Master Plan (See Exhibit F) thereby providing for environmental impacts and mitigation.

(c) Construction Activities. Should any noticeable soil slumping or sinkhole formation become evident before or during construction activities, all construction work shall stop in the area of slumping or sinkhole formation and remain stopped in the area of the slumping or sinkhole formation. The Developer shall comply with all applicable permit conditions and shall develop a plan of action including proposed corrective measures to correct matters which are or could become a problem. Once a plan of action and corrective measures are determined and approved by the County, the Developer shall complete the required actions/measures and may then resume construction in the area. Any and all such actions/measures shall be reported to the County and all Applicable Permitting Agencies.

(d) Water Quality Monitoring. To ensure the protection of groundwater quality, the Developer shall use existing monitoring wells that were installed in accordance with the water quality monitoring plan developed during the DRI review process subject to approval by the FDEP, NFWMD and the

County. Monitoring reports shall be submitted annually to the FDEP, the NFWMD, and Washington County. Groundwater monitoring shall be conducted throughout the term of this Development Order.

(e) County Review of Monitoring Reports. All required groundwater monitoring shall be conducted by a qualified professional with all costs borne by the Developer. All reasonable costs necessarily incurred ~~to~~ by the County to have the monitoring reports reviewed by an outside qualified professional approved by the County's ~~behalf~~, **prior to** acceptance of same, shall be reimbursed by the Developer, including re-sampling or split samples (subject to the cap contained in Section 3(H) above).

(3) Wetlands.

(a) Wetlands Protection Measures. **Prior to** the commencement of development, the Developer shall protect preserved jurisdictional wetland areas through a combination of: implementation of Best Management Practices (BMPs) adopted by FDEP, NFWMD permitting criteria, compliance with the rules and regulations of the U.S. Environmental Protection Agency ("EPA") and the FDEP, and National Pollution Discharge Elimination System ("NPDES") permitting, as applicable.

(b) Maximum Wetland Impacts. The Developer shall ensure that impacts to wetlands shall be avoided whenever feasible and shall not exceed 9 acres. The location and extent of wetlands impacts shall be subject to final environmental and engineering studies and permitting approval by NFWMD.

(c) Protection of Surface Waters. The Developer shall protect on-site surface waters from construction impacts through various measures, including, but not limited to, the use of staked hay bales and silt screen fences in order to protect wetlands from erosion and sediment transport, and implementation of other Best Management Practices recommended by FDEP and NFWMD.

(d) Upland Buffers: The Developer shall provide a minimum upland buffer of 75 feet and an average of 100 feet from the wetlands jurisdictional line.

(e) Limitations Within Preserved Wetland Buffers. No activity or construction shall be allowed within preserved wetland buffers except for

maintenance activities and passive recreation (such as unpaved trails, boardwalks, stormwater outfalls as permitted by the NFWFMD) approved as part of the HMP.

(4) Drainage and Stormwater

(a) Master Conceptual Stormwater Permit. **Prior to** the commencement of development, the Developer shall obtain a Master Conceptual Stormwater Permit from NFWFMD applicable to the total project to be implemented in coordination with each phase of development and demonstrating that the Project meets or exceeds the applicable criteria and standards for managing Project stormwater.

(b) Stormwater/drainage retention areas. All stormwater and drainage retention areas (“DRAs”), whether ‘wet’ or ‘dry’, shall be designed and constructed according to the BMPs and the regulatory requirements of the NFWFMD and approved by Washington County. Additionally, stormwater facilities will treat water to Outstanding Florida Water (OFW) standards in effect at the time of adoption of this Development Order. Unless such stormwater has been adequately treated in accordance with all applicable BMPs and regulations of the NFWFMD, the FDEP and the County, it shall not be discharged into any depression with a direct hydrologic connection to the Floridan Aquifer. The Stormwater/drainage system, including piping, ponds and retention areas, shall be dedicated to the County, at the time of platting and shall be accepted by Washington County subject to a one-year maintenance bond, with the Developer retaining an easement over the ponds/vegetated areas for landscaping and maintenance purposes.

(c) Low Impact Development. The Project shall incorporate Low Impact Development (“LID”) methods and principles to reduce the impact of nutrients on the environment. These LID methods shall incorporate the following techniques, where feasible and applicable: the use of low impact stormwater design consisting of vegetated swales, where appropriate, based on slopes greater than 2% and buffers **prior to** discharge of treated stormwater; the use of tree cluster-rain gardens; the integral use of shade trees and open areas to reduce the impacts of paved areas; the use of rainwater harvesting techniques such as cisterns and rain barrels; the conservation of natural areas and wetlands; the implementation of pollution prevention; and the use of proper maintenance and public education.

(d) Ponds. All ponds intended for use as reclaimed water or irrigation reservoirs shall be lined with suitable material in accordance with applicable regulatory standards.

(e) Compliance as Precondition of Permitting. No building permit shall be issued for development unless and until the Developer provides evidence to the satisfaction of the County that adequate drainage/storm water management facilities (designed and constructed in accordance with this Section and the requirements of all Applicable Permitting Agencies) will be constructed and approved concurrent with the impacts of the Project at the levels of service adopted in the Washington County Comprehensive Plan and land development regulations.

(f) Maintenance Program. The minimum components of the maintenance program to be conducted by the Developer shall include routine inspection, routine maintenance, periodic removal of accumulated silts and other material, and the ongoing education of maintenance staff.

(g) Prohibition of Discharge into Floridan Aquifer. In no event may stormwater be discharged into any depression with a direct hydrologic connection to the Floridan Aquifer unless such stormwater volume is treated in accordance with the applicable statutes, rules and regulations of the NFWFMD, the Florida Department of Environmental Protection (“FDEP”), and the County.

(h) Wet Detention Vegetated Littoral Shelves. Wet detention stormwater ponds shall be constructed with vegetated littoral shelves using native plant species to provide for aquatic habitat and to provide for additional foraging habitat for wading birds.

(i) [A summary of the Best Management Practices used and the Developer’s success in meeting the foregoing requirements shall be reported in the Biennial Report in accordance with Section 5 of this Development Order.](#)

(5) Soils and Erosion.

(a) Site Disturbance/Erosion. The Development shall be designed to: (1.) protect or enhance the existing natural topography in undisturbed areas where feasible; (2.) minimize site disturbance in the undisturbed areas where development cannot be avoided; (3.) minimize erosion by construction phasing; (4.) limit or minimize site clearance where performed; (5.) maximize retention of

existing native vegetation; (6.) timely re-vegetate cleared areas; and (7.) preserve the existing natural grades within the undisturbed areas where feasible.

(b) Construction Techniques. Stem wall, piling or other construction techniques will be utilized in construction of buildings to maintain contours, slopes and grades on building sites where appropriate.

(c) Maintenance of Common Areas. Within common areas, the Developer or the homeowner's association shall be required to maintain common areas to correct erosion problems and ensure that the design criteria specified in this section are met.

(6) Open Space.

(a) Minimum Acreage. The Project shall provide community-based open space equal to a minimum of fifty percent (50%) of the site, or approximately 941 acres as identified in the Open Space Master Plan (**Exhibit F**). This minimum percentage does not include open space resulting from the application of maximum impervious surface ratios for land uses within the Project. Community-based open space may provide for passive recreational opportunities, wildlife movement and/or conservation of natural or protected resources.

(b) Perimeter Buffering. As part of the open space system, the Project shall maintain a 100 foot perimeter buffer in all areas of the Project adjacent to platted lots in the Buckhorn Creek Limited Acres and residential property located adjacent to the western property line, and a 50 foot buffer adjacent to the east boundary (Jackson County), along the south property line, and along the west property line adjacent to property owned by the NFWFMD.

(c) Conservation Easements. Conservation easements pursuant to § 704.06, Florida Statutes, or other appropriate mechanism, encompassing all protected wetlands and preserved uplands, buffers as identified in the Open Space Master Plan shall be conveyed to the NFWFMD, the FDEP or another entity acceptable to Washington County **prior to** recording the first plat to protect open space areas, including wetland preservation areas and wetland area buffer zones.

(d) ~~Buckhorn Creek~~ Wildlife Corridors. **Prior to** the commencement of development, the Developer shall convey ~~a~~ conservation easements creating the Buckhorn Creek, Goshum Creek, and Long Branch Creek

Wildlife Corridor, as generally depicted on Map H (**Exhibit C**). The Buckhorn Creek Wildlife Corridor shall have~~with~~ an average width of 1,000 feet.

### **HISTORICAL PRESERVATION**

In the event any archaeological artifacts are discovered during Development construction, the Developer shall stop construction in that area and immediately notify the County and the Division of Historical Resources of the Florida Department of State. Proper protection measures, under the supervision of a qualified professional shall be undertaken to the satisfaction of the County and the Division of Historical Resources, and shall be provided by the Developer, consistent with Rule 9J-2.043, Fla. Admin. Code, requirements. In addition, Project personnel shall be notified, through posted advisories or other methods, of the potential for artifact discoveries on the site and to report suspected findings to the Project manager.

### **PROJECT PLANNING AND DESIGN**

#### (A) CHARACTERISTICS OF AN “URBAN VILLAGE” AND APPLICATION OF SMART GROWTH PLANNING TECHNIQUES

(1) “Urban Village”. The Project shall be developed as an “Urban Village” which shall substantially incorporate the following features:

(a) A vibrant, mixed use Village Center which serves the day to day needs of the residents and serves as the activity center and focal point for the entire village;

(b) Multiple residential neighborhoods providing diverse housing choices;

(c) Expansive conservation, open space and buffer areas to protect environmentally sensitive lands and achieve compatibility with surrounding areas;

(d) Special land uses, such as utilities, which are more suitable outside of the Village Center and neighborhoods.

(e) Fire-Wise Community principles as detailed in the HMP.

(2) Reporting Requirements. A summary of the Developer's strategies employed to create, develop and maintain the Project as an "Urban Village" and the Developer's success in meeting the foregoing requirements shall be reported in the Biennial Report in accordance with Section 5 of this Development Order.

(B) GREEN DEVELOPMENT

(1) Building Construction Standards. To promote the development of a quality, sustainable "Urban Village", site development and building construction standards shall incorporate the United States Green Building Council's Leadership in Energy Efficient Design (LEED) program, or the Florida Green Building Coalition (FGBC) program for all retail/office buildings. It shall be the objective to meet program levels of certification above the applicable program minimums.

(2) Programs and Standards. The Project's building and site design shall incorporate the following programs and rating standards:

- (a) USEPA Energy Star program and standards\*;
- (b) Florida Water Star program and standards; and,
- (c) Florida Yards and Neighborhoods program and standards\*.

[\*Note: In lieu of any one or more of the stated programs/initiatives listed above, the Developer may use a substitute green building/site development program/initiative of equal or greater state or nationally recognized standing which accomplishes the same objective, subject to the County's prior written approval of such program/initiative].

(3) Lighting. Lighting throughout the Development shall be designed in order to shield the night sky, and shall be modeled after the International Dark Sky Association standards. Street and parking lot lighting will use mechanisms to reduce light pollution such as full cutoff fixtures to prohibit

light from shining upwards, reducing lighting during nonoperating hours, low intensity lighting and other acceptable features. Greenway corridors, trails, conservation areas and wildlife corridors will be unlit, or lit to the extent necessary for safety during use. Lighting in commercial areas shall limit light pollution into residential areas to the maximum extent feasible.

(4) Community Education Program. The Developer shall establish a program to educate builders and homeowners on the benefits of “Green Development.” The education program shall be established by the Developer and then shall transition to become a responsibility of the homeowners’ association, or the community development district, as applicable, once Phase 1A has been completed.

**Prior to** the recording of the first Plat, the developer shall establish a community Green Development Educational Web site addressing:

1. Water Conservation
2. Surface Water Protection
3. Groundwater Protection
4. Florida Friendly Landscaping
5. Wildlife Conservation
6. Minimizing the potential for negative human-bear interactions
7. Energy Conservation
8. International Dark Sky Criteria
9. Fire-Wise Community Principles
10. Hurricane Preparedness, and
11. Identification of activities permitted on adjacent NFWFMD lands, including prescribed burns, horseback riding, trails and hunting.

(5) Recycling. The Project shall allow for voluntary recycling when instituted by the County, and will consider instituting a community recycling and yard waste program.

(6) Irrigation. **Prior to** the approval of the first plat, the Developer shall institute measures and techniques to reduce dependency on potable water use for irrigation as required by this Development Order including using reuse waste water to irrigate the Managed Community Open Space areas.

(7) Water Conservation. In connection with the approved HMP, the Developer shall, **prior to** approval of the first plat, develop a program to institute water conservation programs.

(8) Community Gardens. Community covenants and restrictions (CC&R's), as approved by the County **prior to** being recorded, will designate the use of common land or open space for community gardens or other common open space uses.

(9) Ongoing Efforts. Recognizing that green, energy efficient alternatives and technology is important and rapidly evolving, the Developer shall, **prior to** each phase of development, evaluate alternatives and create green building program criteria for residential and nonresidential development in the Project.

(10) Development Patterns. The Project shall be designed to include compact development tracts interconnected by pedestrian and multiuse trails to reduce the dependence on automobile usage and greenhouse gas emissions while promoting energy efficiency and sustainable lifestyles.

(11) Reporting Requirements. A summary of the "Green Development" strategies employed and the Developer's success in meeting all of the foregoing requirements shall be reported in the Biennial Report in accordance with Section 5 of this Development Order.

(C) NOTIFICATION TO PROJECT RESIDENTS OF ADJACENT AGRICULTURE/SILVICULTURE LANDS.

Community Covenants and Restrictions shall require that rResidents of the Project whose property is adjacent to ~~the any~~ property designated as Agriculture/Silviculture on the Future Land Use Map, will be provided with notification in accordance with Policy 1-9 of the Washington County Comprehensive Plan that agricultural operations exist adjacent to the Project boundaries ~~in accordance with Policy 1-9 of the Washington County Comprehensive Plan~~.

(D) PHASING

The Project shall be developed in the following phases:

**Table 1.**

	1A	1B	2	Total
Residential	500 units	1,308 units	1,308 units	3,116 units
Bed & Breakfast	12 units	0	12 units	24 units
Retail	5,000 sf	29,000 sf	51,000 sf	85,000 sf
Office	5,000 sf	20,000 sf	0	25,000 sf
Assisted Living Facility		20 units	40 units	60 units
Civic/Amenity*	20,000 sf	12,000 sf	48,000 sf	80,000 sf
Institutional			5,000 sf	5,000 sf

\* Civic/Amenity uses may be increased in any phase.

## **HOUSING**

### **HOUSING MIX; RESIDENTIAL DENSITIES; CLUSTERING; COMMUNITY AND NEIGHBORHOOD RESIDENTIAL DESIGNATED AREAS**

(1) Housing Mix. The Project shall include a variety of housing types, flexible lot sizes, flexible setbacks, and a range of densities. Housing types may include, but are not limited to, traditional single family residences, cottage homes, townhomes, zero-lot line configurations, condominiums, duplexes, patio homes, apartments, and Assisted Living Facilities.

(2) Age-Restricted Community. The Project is an adult community designed to provide housing for persons 55 years of age or older. All homes that are occupied must be occupied by at least one person who is at least fifty-five (55) years of age. No person under nineteen (19) years of age may be a permanent resident of a home, except that persons below the age of nineteen (19) years may be permitted to visit and temporarily reside for periods not exceeding thirty (30) days total in any calendar year period, except for hardship exceptions that shall not be permitted where the granting of the exceptions would result in less than 80% of the residential units in the Project having less than one resident 55 years of age or older. The Developer shall provide data on hardship exceptions in each Biennial Report.

(3) Provisions for Accessory Units. The CC&Rs shall allow for accessory units that are consistent with community and neighborhood architectural

standards. Such living units which are an accessory use to the primary residential unit shall always remain a part of the primary residence, and shall not be separately counted as an additional residential unit for the purpose of determining maximum or minimum allowable densities under this Development Order.

(4) Clustering. The Project shall incorporate density clustering concepts to conserve open space and natural areas.

(5) Home-Based Businesses. The CC&Rs shall allow for home-based businesses in residential areas of the Project.

(6) Residential Gating Prohibited. Residential development within the Project shall not be gated.

## **INFRASTRUCTURE**

### (A) WATER SUPPLY AND CONSERVATION

#### (1) Water Supply.

(a) No extension. Central water services shall be limited to the Project boundary and DRI development program. No extension of the Project's water facilities shall be designed, constructed or permitted by the Developer or in connection with the Development to service the areas surrounding the Project, nor shall any Project internal infrastructure be sized to accommodate any demand beyond that of the Project. The water system will be privately owned and operated and shall not become a responsibility of the County or the homeowner's association.

(b) Neighboring Wells. The Developer, as to all wells under its control, shall comply with the NFWFMD and Washington County rules and regulations in regard to any material adverse impacts, if any, on the existing wells of neighboring property owners, resulting directly from water withdrawals associated with the Development through the termination date of the Project. The Developer will install monitoring wells between the Project water supply wells and irrigation wells and the nearest property line for the purpose of monitoring well drawdown. Any adverse impacts identified during the period such well or wells are under the Developer's control, along with recommended mitigation standards, shall be provided in the Biennial Report in accordance with Section 5 of this

Development Order. Adverse impacts on neighboring wells that are caused by the Project shall be mitigated by the Developer through the termination date of the Project.

(c) Location of Onsite Wells. A potable water wellfield and treatment plant shall be developed in accordance with FDEP and NFWMD regulations on the Project to serve the development. Onsite potable water wells shall be located to minimize impacts on neighboring wells and shall not be located within 750 feet of the Project boundary. There shall be a minimum of two (2) potable water wells and there shall be a minimum separation between the wells of 1,000 feet.

(d) Irrigation Wells. The Developer intends to utilize reuse wastewater for managed common area irrigation. Because the amount of reuse water generated is not expected to be sufficient to meet irrigation demands, nonpotable irrigation wells are intended to supplement the re-use water supply.

(e) Maximum Withdrawals. The maximum total water withdrawal from potable and irrigation wells combined shall not exceed an average of 692,000 gallons per day.

(ef) Individual Wells Restricted. Individual wells for potable water use or irrigation use shall not be permitted, unless required for remote accessory uses ~~such as restroom facilities at the water or sewer facility,~~ and specifically approved by the County.

(2) Water Conservation. The Developer shall utilize all of the following water conservation techniques: minimum flush volume toilets; water-saver shower heads (residential construction), automatic shut-off faucets (non-residential construction); rain sensors in conjunction with soil moisture sensors.

(a) Landscaping Irrigation. Low-volume irrigation spray heads or drip systems will be used where appropriate for residential, non-residential and common area landscaping. Residents will be required to use water-conserving devices for additions they might make to their irrigation systems.

(b) Drought Tolerant Landscaping. Drought tolerant landscaping shall be utilized. The Developer will ensure that all landscape design and maintenance throughout the Development on Developer maintained property

conforms to the lawn and landscape practices of the Florida Yards and Neighborhoods Program, as implemented by the University of Florida Cooperative Extension Service.

(c) Florida Yard and Neighborhood Program. The Developer shall include in the CC&Rs the requirement that landscaping and irrigation systems installed for single-family residences in the Development conform to the Florida Yards and Neighborhood Program standards at the time of initial landscaping and installation of the irrigation system.

(d) Resident Education. The Developer shall provide water use education programs and materials to Development residents and highlight the role of residents in the protection of the ground and surface water resources. The programs shall include establishing a community website, periodic workshops, at least Biennially, to foster the lawn and landscape practices of the Florida Yards and Neighborhood Program, and for the distribution of educational materials on landscape maintenance, water conservation practices, chemical use and disposal including the effect of nitrates/nitrites on groundwater quality, and other activities that could impact local and regional water resources. The program(s) shall be coordinated with the Washington County Agricultural Extension Service. Status reports on the water use education program shall be provided in the Biennial Report in accordance with Section 5 of this Development Order. The programs shall be established by the Developer and then shall transition to the homeowners' association, community development district, or other legally constituted governance entity.

(e) The Project shall institute other measures and techniques as appropriate to reduce dependency on potable water use for irrigation.

(B) WASTEWATER, EFFLUENT REUSE AND SOLID WASTE

(1) Wastewater.

(a) No extension. No extension of the Project's wastewater facilities shall be designed, constructed or permitted by the Developer or in connection with the Development to service the area outside the Project boundary. The Project's internal infrastructure shall not be sized to accommodate any demand beyond that of the Project. The wastewater system will be privately owned and

operated and shall not become a responsibility of the County or the homeowner's association.

(b) Advanced treatment required. The Project central wastewater system shall be designed for advanced wastewater treatment including high level disinfection, filtration, and reject water storage to meet public access reuse regulations to generate reuse water for managed common area irrigation. Further, the Developer agrees to meet the advanced wastewater treatments levels as follows:

CBOD <sub>5</sub>	5 mg/l Annual Average
TSS	5 mg/l Annual Average
TN	3 mg/l Annual Average
TP	1 mg/l Annual Average

The developer will take all reasonable steps to eliminate or minimize odors from the advanced wastewater treatment plant including enclosing the headworks and providing for no onsite disposal of biosolids.

(c) Centralized treatment required. The use of a centralized wastewater treatment system shall be required for the project.

(d) Septic systems restricted. Septic systems for wastewater disposal shall not be permitted, unless required for remote convenience stations and similar accessory uses and as specifically approved by the County.

(2) Effluent Reuse. The Developer, to the maximum extent available, shall utilize reuse effluent to irrigate common area landscaping and the Village Center area, as depicted herein on Map H, Exhibit C. However, nothing herein is intended to prevent the use of effluent, to the extent excess effluent is available, for other residential and commercial irrigation within the Development.

(3) Solid Waste. The Project will phase development to correspond with the availability of solid waste disposal facilities by the County.

#### (C) FIRE AND LAW ENFORCEMENT

(1) Fire/Rescue. The Developer shall work with Washington County to pursue the creation of a Community Services Center to be located near

the intersection of Orange Hill Boulevard and Quail Hollow Boulevard to provide fire/rescue and law enforcement service to the area, including the Project. Construction of such facilities shall not occur until 500 residential units in the Project are occupied such that the needs of the Country Oaks Fire District exceed the current facilities as to location, equipment, and staffing. The County shall work with the Developer and the developer of Spring Ridge and shall consider establishing to establish a land exchange program utilizing the County-owned lots within Spring Ridge for the purpose of establishing the Community Services Center.

(a) Impact Fees. The Developer shall be required to pay fire/rescue impact fees in accordance with the County's adopted ordinances. If a separate agreement is reached with Washington County, the Developer may agree to pay fire/rescue impact fees in advance to facilitate the construction and equipping of a new Community Services Center.

(b) Impact Fee Credits. The Developer shall be entitled to impact fee credits equal to the sum of all advance payments made in connection with the fire/rescue/law enforcement services. These impact fee credits shall be drawn down against the fire/rescue or law enforcement impact fees (at the then prevailing rate) at time of issuance of building permits within the Project or within areas of Spring Ridge and that portion of the Sunny Hills community within the Country Oaks Fire District, until such credits are fully depleted. The County shall facilitate the transfer of impact fee payments from these areas to the Developer on an annual basis, until such credits are fully depleted.

(2) Law Enforcement.

(a) Voluntary Assessment. To mitigate the Project's impact on law enforcement services, a voluntary assessment of fifty dollars (\$50.00) per residential unit and fifty dollars (\$50.00) per one thousand (1,000) square feet of retail and commercial uses shall be imposed when each respective building permit is issued.

(b) Crime Prevention. Crime Prevention Through Environmental Design ("CPTED") principles and strategies shall be used in the layout and design of sites, buildings, streets, open areas, landscaping and parking areas within the Project. A summary of the strategies employed shall be reported on in the Biennial Report in accordance with Section 5 of this Development Order.

(D) EMERGENCY MANAGEMENT

(1) Hurricane Preparedness. The Developer shall mitigate potential hurricane preparedness impacts by implementing the following measures:

(a) Construct the onsite primary community center, clubhouse or other suitable facility to standards that allow for its use as an emergency hurricane shelter. The facility must be designed to include, at a minimum, the addition of hurricane storm shutters or impact resistant windows and doors, the provision of electric generators, the provision of potable water storage capability, and design to meet the proper wind speeds in the event of a Category 5 storm. The design and equipping of the facility must be coordinated with the County Emergency Management Official.

(b) The Developer shall require that builders in the development provide the option of equipping new homes with impact resistant windows and doors, or hurricane storm shutters that comply with the requirements of the Florida Building Code.

(c) The Developer shall provide and maintain a public information program within the Development's/homeowners association website for the purpose of educating the Development's residents regarding the potential hurricane threat.

(d) The Developer shall install an emergency warning siren with such design and location as required by the Washington County Emergency Management Officer. Operation and maintenance of the siren system shall be by the Washington County Sheriff's Communication (Dispatch) Office.

(e) The Developer shall work with the Emergency Management Department of the County to develop and maintain training for a Community Emergency Response Team (CERT Training) for the Development.

(2) Reporting Requirements. A summary of the emergency management strategies employed during the reporting years shall be reported in the Biennial Report in accordance with Section 5 of this Development Order.

(E) PARKS, RECREATION AND TRAILS

(1) Minimum Requirements. The Project shall provide a minimum of five percent (5%) of the acreage, or approximately 36.5 acres, for neighborhood and community parks distributed throughout the Project in accordance with a Master Plan approved by the County. Such facilities shall be privately owned and maintained and ~~incorporated within the adopted CC&R's for the Project~~ shall not become a responsibility of the County.

~~(2) Parks Impact Fees. The Developer shall be entitled to a credit against all parks impact fees that may be imposed in the future under the Washington County Code, for the fair market value of all parks open to the public.~~

~~(23) Trails. The Developer shall provide for interconnections of parks and open spaces throughout the Project through the use of multi-use trails, bikeways, greenways or other measures in accordance with the Rhythm Master Plan.~~

~~(43) Reporting Requirements. Status reports on parks, recreation and trails development, timing and commitments regarding mitigation of facilities shall be provided in the Biennial Report in accordance with Section 5 of this Development Order.~~

(F) TRANSPORTATION

(1) Internal Project Right of Way (ROW) Dedications: **Prior to** recording the first plat, the Developer shall dedicate to the County for public use, by plat or warranty deed (in such form and with such legal description and sketch as specified by the County) those lands within the Development that are reflected on Map H as the right of way for new Buckhorn Boulevard through the Project and for County Line Road from the terminus of Buckhorn Boulevard and Scott Road to the southeastern property boundary. The right of way for Buckhorn Boulevard within the Project shall be 60 feet, plus an additional easement to accommodate required stormwater areas, a 14 foot multi-use trail, and stormwater swales. The total width of the easement will be based on final design. The Developer shall be responsible for all associated wetland impacts and related mitigation within the right of way. The right of way for County Line Road conveyed to Washington County shall be sufficient such that a total of 70 feet of right of way is available in total, inclusive of such right of way in that segment that is owned by Bay County. Such dedications shall include all land within the Development necessary for said

roadway together with the required stormwater retention areas and associated drainage. The County agrees that the retention/detention areas for the roadway segment may be commingled with project drainage areas, thereby reducing required right of way within the project; also, design considerations may reduce such right of way requirements, to the extent approved by the County Engineer. The right of way [for internal roads](#) shall be dedicated after construction and acceptance by the County.

(2) Proportionate Share Obligation; and Concurrency Obligation:

The County and the Developer stipulate that the Developer's proportionate share obligation for the Project shall be met by construction of the improvements listed for all phases on Table 2 and in Paragraph (4), below. The combined improvements in Phases 1A, 1B, and Phase 2 and in Paragraph (4), below, shall be deemed to satisfy all requirements contained in § 380.06, Fla. Stat., and Rule 9J-2.045, Fla. Admin. Code., as such may be amended or re-numbered, as well as all County ordinances regarding transportation concurrency, for the entitlements set forth in this Development Order.

(3) Phased Transportation Improvements:

The Developer shall be responsible for fully and satisfactorily completing, subject to applicable County and/or FDOT design requirements, improvements to the following roadway segments in accordance with the timing thresholds established in **Table 2** below ("Phased Transportation Improvements").

Development of the Project will require various off-site road improvements for the purpose of describing the road improvements, the roads are [depicted on the attached Roadway Program Map \(Exhibit F\) and](#) described as segments, as follows:

(a) Segment A: County Line Road from US 231 running west, approximately 1.9 miles, currently paved as a substandard road approximately 18 - 20 feet wide. This segment includes the Bay Line Railroad bridge.

(b) Segment B: The unpaved portion of County Line Road from the end of the current paved section (Segment A) west, to the intersections of Scott Road and Buckhorn Blvd. (approximately 1.6 miles).

(c) Segment C: New Buckhorn Blvd. from the intersection of Scott Road running northwest to the intersection/roundabout of the Rhythm Street A (approximately 1.1 mile).

(d) Segment D: Buckhorn Blvd. from the intersection/round-about of the Rhythm Street A running northwest to the intersection with Quail Hollow Blvd. (approximately 2.3 miles).

(e) Segment E: Quail Hollow Blvd. from the end of the current pavement (just northwest of the intersection with Buckhorn Blvd.) running northwest to the intersection with Orange Hill Blvd. (approximately 0.5 mile).

(f) Segment F: Orange Hill Blvd. from the intersection with Quail Hollow Blvd. north to the permanent paved section of Orange Hill Blvd. (approximately 0.8 mile).

(g) Segment G: Hartford Blvd. from the intersection with Orange Hill Blvd., west to the intersection with Washington Blvd. (approximately 1.9 miles).

**Table 2**

Segment	Phased Transportation Improvement	Proportionate Share Creditable / Amount	Impact Fee Creditable	Complete by:
	<b><u>Phase 1A:</u></b>			
A	Provide interim improvements (signage and rigid barriers) to the Bay Line Railroad Bridge	0%	0%	<b>Prior to</b> recording first plat, but dependent upon agreement with Bay County
B	Pave Segment B (County Line Road) as a 2-lane road to Bay County standards	45%	0%	<b>Prior to</b> recording first plat, but dependent upon agreement with Bay County
C	Pave Segment C (New Buckhorn Blvd) to include construction of the westerly 2 lanes of the New Buckhorn Blvd from Scott Rd north to and including the intersection (round-about) with Street A (approx. 1.1 mile)	0%	0%	<b>Prior to</b> recording first plat

D	Pave Segment D to the current portion of Buckhorn Blvd. from the intersection/roundabout with Street A west to the intersection with Quail Hollow Blvd. (approx. 2.3 miles)	65%	100%	<b>Prior to recording first plat</b>
E	Pave Segment E to the unpaved portion of Quail Hollow Blvd from the end of pavement (just west of the intersection with Buckhorn Blvd.) extending west to the intersection of Orange Hill Blvd. (approx 0.5 miles)	65%	100%	<b>Prior to recording first plat</b>
F	Pave Segment F to Orange Hill Blvd. from the intersection with Quail Hollow Blvd. to the permanent paved section of Orange Hill Blvd (approx. 0.8 mile)	0%	100%	<b>Prior to recording first plat</b>
<b><u>Phase 1B:</u></b>				
A	Improve the intersection of County Line Road at US 231 by constructing eastbound right turn lane	0%	0%	<b>Prior to recording first plat, but dependent upon agreement with Bay County</b>

A	Repave Segment A - County Line Rd to Bay County standards. (approx. 1.9 miles)	0%	0%	<b>Prior to</b> development beyond Phase 1A, but dependent upon agreement with Bay County
G	Segment G – Pave 2 lanes of Hartford Blvd. from Orange Hill Blvd. to Washington Blvd.	65%	100%	<b>Prior to</b> development of Phase 1B if no agreement with Bay County for paved access to US 231
<b>Phase 2</b>				
A	Signalize intersection of County Line Rd. at 231*	0%	0%	When warranted by FDOT
G	Segment G – Pave 2 lanes of Hartford Blvd. from Orange Hill Blvd. to Washington Blvd	65%	100%	<b>Prior to</b> development of Phase 2 if agreement reached with Bay County for paved access to US 231**

\* A signal warrant study will be conducted by the Developer beyond Phase 1A and **prior to** the development of Phase 2. The Developer will be responsible for designing, permitting and constructing the traffic signal.

\*\* If there is no agreement with Bay County for paved access to US 231, Washington County may direct alternative access improvements to be made by the Developer.

(4) Additional Proportionate Share Contributions or Construction **Prior to** Development of Phase 2. The County and the Developer agree that the

proportionate share contribution for the Project through buildout is \$1,278,880, calculated based on escalated Phase 2 costs. The proportionate share contribution along US 231 for Phase 2 was calculated based on the Bay County urban area terminating at its existing northern limit (Jenny Lane), as identified in the Bay County Transportation Planning Organization (TPO) Congestion Management System (CMS). If the Bay County urban area is extended by the TPO beyond Jenny Lane **prior to** the beginning of Phase 2, the proportionate share contribution shall be recalculated to reflect this change.

The Developer shall receive credit against this amount for the actual cost of constructing the improvements set forth in Table 2 to the extent they are considered proportionate share creditable. The creditable costs shall be verified by the County and a full accounting shall be made available to the Developer and shall be publicly available.

**Prior to** development of Phase 2 as set forth in Table 1 above, the Developer shall pay for or, at its option construct [in accordance with County and State standards](#), one or more of the following improvements at the direction of Washington County, with the balance of proportionate share funds available after deducting the verified costs of creditable projects in Table 2:

- a. Extend southbound left turn lane to 450 feet at Star Avenue and US 231 intersection.
- b. Add westbound left turn lane on County Road 273 (Orange Hill Highway) approach to SR 77 (with signalization modifications, as needed).
- c. An improvement to any other road in Washington County that is proportionate share creditable because it benefits a regionally significant transportation facility, as determined by Washington County.

All proportionate share contributions or construction ( "Proportionate Share Expenditures" ) made by the Developer are fully creditable against impact fees imposed by Washington County if they pay for or construct any transportation improvement located within Washington County.

(5) Equipment staging. **Prior to** the commencement of construction ~~on the site of any roadway improvements~~, the Developer shall

establish a construction equipment staging plan which shall be submitted to and approved by the County.

(6) Credits for Transportation Impact Fees. The Developer shall be entitled to a credit for all creditable proportionate share payments against all transportation impact fees, mobility fees or other transportation mitigation exactions by whatever name imposed by Washington County, as such provision may be amended from time to time, but only for improvements made to roads within the County, and in compliance with the County's adopted impact fee ordinance. If funding is received by the County and used for any road improvement considered to be the obligation of the Developer pursuant to this Development Order, no impact fee credits shall be generated by the Developer for that improvement. The Developer shall be responsible for providing adequate and reasonable supporting documentation to the County for all credits claimed. Phased Transportation Improvements and Proportionate Share Expenditures will be considered as payment of impact fees at the time the expenditure is made and the rate in effect at the time of that expenditure shall apply. Impact fee obligations satisfied through the use of impact fee credits will then be deducted from the Developer's total credits under this provision until all credits have been used. Upon all credits being used, the Developer shall be responsible for paying all roads impact fees in full at the then prevailing rate, as such may be amended from time to time) through complete build-out of the project. Under no circumstance shall the Developer receive more credits or reimbursements from the County or any third party in excess of one hundred percent (100%) of the total cost of construction of a road, including all related right of way acquisition, design, permitting and mitigation costs.

Any road impact fees paid by the Developer **prior to** validation of credits hereunder shall be held by the County in a designated Rhythm DRI roads impact fees account for reconciliation and/or reimbursement upon a validation of credits. This validation of credits shall occur in intervals following the completion by the Developer, and acceptance by the County, of each Project identified in **Table 2** as impact fee creditable. Once all Phased Transportation Improvements shown in **Table 2** and Proportionate Share Expenditures have been completed and accepted by the County and any final required reconciliation or reimbursement has been completed, then the County shall no longer be required to segregate or separately account for roads impact fees received in connection with the Rhythm DRI and may use such funds for any purpose allowed under the County's Roads Impact Fee Ordinance.

(7) Excess Proportionate Share Credits. The County agrees that the Developer's Phased Transportation Improvements shown in **Table 2** together with additional Proportionate Share Expenditures made by the Developer pursuant to Paragraph (4), above, satisfy all of the Developer's proportionate share requirements under § 380.06(15), Fla. Stat. and Rule 9J-2.045, Fla. Admin. Code. The County also agrees that the completion of the Phased Transportation Improvements and Proportionate Share Expenditure projects will produce excess proportionate share credits over and above the amount of the Buildout Proportionate Share Amount. This excess credit may be used by the Developer to satisfy any additional mitigation requirements over and above the Buildout Proportionate Share Amount.

(8) Project Access. **Prior to** the commencement of development of Phase 1A and each phase thereafter, the Developer will make reasonable efforts to enter into a Development Agreement with Bay County with the concurrence of Jackson County, to secure an improved access to US 231, located outside of the limits of Washington County. If Bay County declines to enter into an agreement with the Developer for the improvements in accordance with and described in Table 2, above, **prior to** commencement of Phase 2, Washington County shall direct alternative access improvements to be made by the Developer.

(9) Conversion Table. The Developer may increase or decrease the amount of a particular land use within the approved development program by using a vehicular traffic conversion table, hereby approved and incorporated into this Development Order as **Exhibit E**, which is based on equivalent P.M. peak hour net external trips (directional trip ends) provided, however, that any use of the matrix increasing residential or retail-commercial is expressly prohibited unless Washington County allows such a change in writing. Use of the conversion table may increase or decrease the total amount of each land use by no more than the amount allowed for in the substantial deviation criteria identified in Section 380.06(19), Florida Statutes, unless the Development Order is amended to accommodate such a change. Greater changes than those discussed above shall be considered cumulatively, and shall be subject to normal Development Order amendment processes. **Prior to** the use of the conversion table, the Developer must provide 30 days written notice of the proposal to Washington County, DCA, WFRPC, and FDOT. Use of the conversion table will be reported on an individual and cumulative basis in the Biennial Report.

(10) Necessity to Post Surety Bond or Letter of Credit. At the time Developer commences work on a transportation improvement listed in Table 2 or Infrastructure Paragraph (F)(4) above, the Developer shall post a surety bond or obtain a letter of credit for the full amount of the estimated cost of construction of the improvement to ensure completion of the improvement. With the exception of improvements listed above for Phase 1A, Developer shall have the option to post a bond or letter of credit for the full amount of the estimated cost of construction for any improvement listed in **Table 2** or any additional Proportionate Share Improvement listed in Paragraph 4, above, in lieu of constructing the improvement and such bond or letter of credit shall be deemed to satisfy the requirements of this Development Order for each such improvement. The County shall require the posting of a bond or letter of credit if the Developer has not completed construction of phased improvements in accordance with the provisions of this section, and shall condition the issuance of building permits or certificates of occupancy upon timely completion and acceptance by the County of a required improvement. The bond or letter of credit shall be in an amount determined by the County to be adequate to construct the improvement and in a form determined to be acceptable to the County. The proceeds of the bond or letter of credit shall be used by the County to construct the improvement. In the event the bond or letter of credit is insufficient to complete the improvement, the Developer shall be given sixty (60) days in which to remit payment for the excess amount, or increase the bond or letter of credit to cover the increase. In the event the bond or letter of credit is in an amount more than sufficient to cover the cost of completing the improvement, the excess amount shall be returned to the Developer within sixty (60) days of completion of the improvement.

(11) TIGER III Grant Option. The County intends to apply for a Transportation Investment Generating Economic Reinvestment (TIGER III) grant from the US Department of Transportation (USDOT) for the construction of a two (2) lane paved road from US 231 west to the current paved road on Washington Boulevard. If this grant is approved, it will complete many of the road improvements needed to serve the Project including, County Line Road, New Buckhorn/Buckhorn Boulevard, Quail Hollow Boulevard, Orange Hill Boulevard, and Hartford Boulevard. If the grant is awarded to the County, Developer shall fund the twenty percent (20%) matching portion of the TIGER III project in lieu of funding or constructing the improvements set forth in Table 2, above, however, notwithstanding such funding by the Developer, Developer shall remain obligated to make the following improvements listed on Table 2: Segment F, intersection and Bay Line Railroad Bridge improvements, and, in addition, Developer shall remain

obligated for such additional Proportionate Share Contributions or Construction as are required by Paragraph 5, above. The Developer's funding for the match shall be paid **prior to** the initiation of roadway design by the County.

(12) Spring Ridge Road Segments. A portion of the Table 2 road improvements to be constructed by the Developer are located within the Spring Ridge development.. The segments include Segment E (Quail Hollow Blvd), a portion of Segment F (Orange Hill Highway), and Segment G (Hartford Blvd). It is acknowledged that Spring Ridge is obligated to pave these roads in association with the development of Spring Ridge. If these roads are constructed and paved in advance by the Developer, the costs incurred for by the Developer for this work will qualify for road impact fee credit. If impact fee credits are obtained by the Developer, the County will require Spring Ridge to purchase all applicable impact fee credits from the Developer **prior to** the issuance of building permits within Spring Ridge.

The County ~~shall work with the Developer and the developer of Spring Ridge to establish~~ may consider using a land exchange program utilizing the County-owned lots within Spring Ridge for the purpose of obtaining lands necessary to accommodate stormwater ponds associated with the construction of the Spring Ridge roads.

(13) Substantial Deviation. In the event a 'substantial deviation' occurs in the course of developing the Project necessitating an amendment to this Development Order (see Section 6 below), then the County reserves the right to reevaluate its concurrency approvals under this subsection and to require additional data, analysis, studies, and mitigation, without limitation, from the Developer, pursuant to applicable laws, ordinances and regulations.

(14) Roads Built to County Standards or In Accordance with Approved Rhythm PUD. All roads within the Project shall be constructed in accordance with applicable County standards or as specifically set forth in the approved Rhythm PUD. For all roads that are dedicated to the County, the Developer shall maintain the road for a period of one (1) year after completion, ~~or for the period of time provided in the adopted land development code, and~~ **prior to** acceptance of the road by the County. All internal roads shall be dedicated to the County and shall remain open to the public.

## **SECTION 5 – BIENNIAL REPORT**

(A) Pursuant to § 380.06(18), Fla. Stat., the Developer shall prepare, at its sole expense, a Biennial Report which meets the requirements of § 380.06, Fla. Stat., Rule 9J-2.025(7) and the provisions below.

(B) The Biennial Report shall contain the following minimum information, data and analysis:

(1) Rule Requirements. All of the information required under Rule 9J-2.025(7), Fla. Admin. Code.

(a) Any changes in the plan of development, or in the representations contained in the ADA;

(b) A summary comparison of development activity proposed and actually conducted for the period;

(c) Identification of undeveloped tracts of land, other than individual single family lots, that have been sold to a separate entity or developer;

(d) Identification and intended use of lands purchased, leased or optioned by the Developer adjacent to the original DRI site since the Development Order was issued;

(e) A specific assessment of the Developer's and the local government's compliance with each individual condition of approval contained in the DRI Development Order and the commitments which are contained in the Application for Development Approval and which have been identified by the local government, the Regional Planning Council or the Department of Community Affairs as being significant;

(f) Any known incremental DRI applications for development approval or requests for a substantial deviation determination that were filed during the reporting period;

(g) A list of significant local, regional, state and federal permits which have been obtained or which are pending by agency, type of permit, permit number and purpose of each;

(h) A statement that all persons have been sent copies of the Biennial Report in conformance with § 380.06(15) and (18), Fla. Stat.; and

(i) A copy of any recorded notice of the adoption of a Development Order or the subsequent modification of an adopted Development Order that was recorded by the developer pursuant to § 380.06(15)(f), Fla. Stat.

(C) The Biennial Report shall be submitted, on or before December 1<sup>st</sup> of each odd numbered year following the adoption year of this Development Order until termination of development activity to: Washington County, the DCA, the WFRPC, the NFWFMD, the FDOT, the FWC, the FDEP, and such additional parties as may be appropriate or required by law.

#### **SECTION 6 – SUBSTANTIAL DEVIATION**

For purposes of this Development Order, the term “Substantial Deviation” shall have the same meaning as defined in § 380.06, Fla. Stat. Except as otherwise provided for in this Development Order, any Substantial Deviation(s) to this Development Order shall be determined as indicated in § 380.06(19), Fla. Stat., as that provision may be amended or renumbered from time to time.

#### **SECTION 7 – FURTHER PROVISIONS**

**BE IT FURTHER RESOLVED BY THE WASHINGTON COUNTY BOARD OF COMMISSIONERS THAT THE FOLLOWING SHALL APPLY.**

(A) That this Development Order shall constitute the Development Order of Washington County, Florida in response to the ADA and Sufficiency Responses for the Rhythm DRI filed by the Developer.

(B) That this Development Order shall be binding upon the Developer and the owners of the Property and on their heirs, assignees, and/or successors in interest.

(C) That in the event any portion or section of this Development Order is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Development Order, which shall remain in full force and effect.

(D) That a certified true copy of this Development Order shall be recorded, at the Developer's expense, in the Public Records of Washington County, Florida in accordance with § 380.06(15), Fla. Stat., and this Development Order shall govern the development of the Property.

(E) Absent the County demonstrating that substantial changes in the conditions underlying the approval of this Development Order has occurred, or that this Development Order was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by the County to be essential to the public health, safety, or welfare, then the Rhythm DRI (as approved under this Development Order) shall not be subject to down-zoning, unit density reduction, or intensity reduction from the Effective Date of this Development Order until the developments approvals granted hereunder terminate pursuant to Section 1.

(F) This Development Order shall be effective upon the effective date of the Comprehensive Plan Amendment (CPA 11-Rhythm DRI) under § 163.3189, Fla. Stat. (the "Effective Date"), provided, however, that a filing of a Notice of Appeal pursuant to § 380.07, Fla. Stat., will stay the effectiveness of this Development Order.

(G) The Chairman of the BOCC is authorized to execute this Development Order.

Draft  
1/20/12

**ADOPTED IN REGULAR SESSION THIS \_\_\_ DAY OF \_\_\_\_\_, 2012  
IN CHIPLEY, FLORIDA.**

**BOARD OF COUNTY  
COMMISSIONERS, WASHINGTON  
COUNTY, FLORIDA**

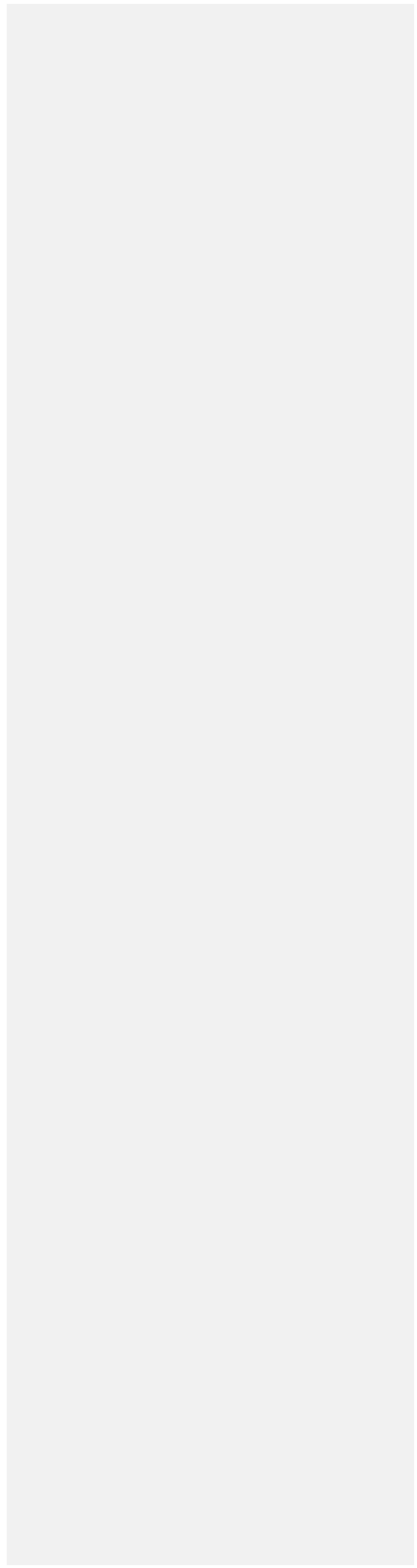
Attest: \_\_\_\_\_  
CLERK

By: \_\_\_\_\_  
CHAIRMAN

Approved for Form  
and Legal Sufficiency

By: \_\_\_\_\_  
County Attorney

DRAFT



**ACCEPTED AND AGREED TO:**

The Developer, on behalf of itself and as authorized agent for the owners of the Property, hereby accepts and agrees to all terms, conditions and restrictions contained in the Development Order set forth above and further agrees to be bound by same for ourselves, our heirs, successors and/or assigns as long as this Development Order remains effective. Notwithstanding anything herein, the terms, conditions and restrictions shall terminate when this Development Order expires unless the Development Order expressly provides for the term, condition or restriction to remain in effect following the expiration of the Development Order.

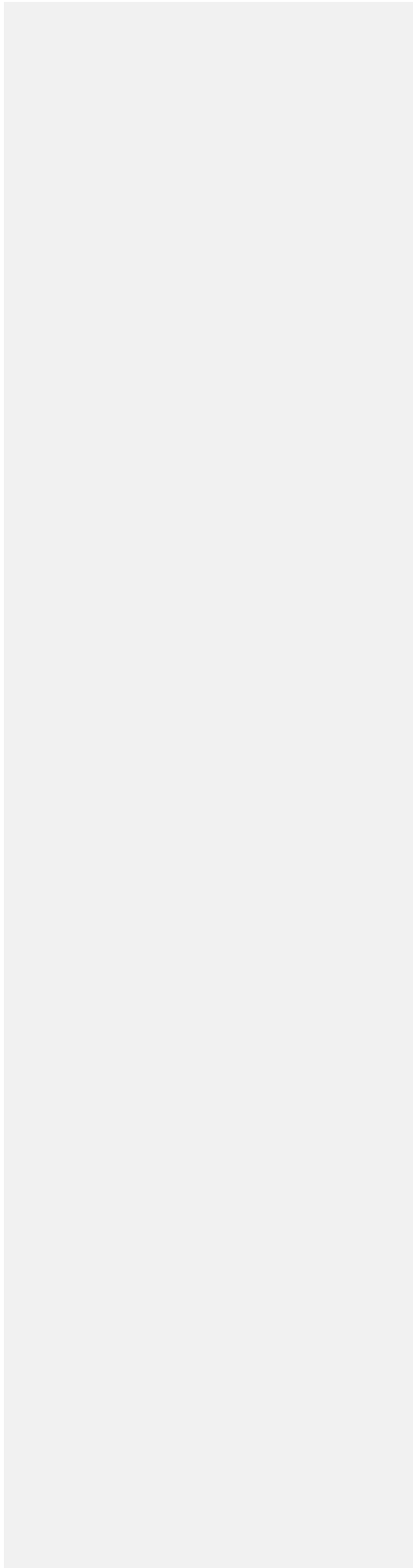
**Witnessed:**

**FLORIDA LANDINGS, LLC  
(DEVELOPER)**

\_\_\_\_\_  
[print name, title and date]

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
[print name, title and date]



### Schedule of Exhibits

- Exhibit A - Legal Description
- Exhibit B - Authorized Agent Affidavit
- Exhibit C - Map H, Master Development Plan (dated August 2011)
- ~~Exhibit D - Rhythm Development Agreement~~
- Exhibit D - Conversion Matrix
- Exhibit E - Open Space Master Plan
- Exhibit F - Roadway Program Map

DRAFT