HOPKINS CROSSING NORTH
DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between WILLIAM D. HOPKINS ("HOPKINS"); NORTH 10 CAPITAL ASSOCIATES, LTD., a Florida Limited Partnership ("NCA"), General Partner; and LEON COUNTY, FLORIDA, a political subdivision of the State of Florida ("LEON COUNTY" or "COUNTY").

W I T N E S S E T H

WHEREAS, NCA has acquired an option on approximately 265 acres ("NCA Property," "Property") located at the Northwest and Northeast corner of Interstate 10 and Capital Circle Northwest; and

WHEREAS, the NCA Property is part of the larger real estate holding by HOPKINS which, because of its size at 592 acres, is part of a Target Planning Area pursuant to Objective 6.1[L] of the Tallahassee-Leon 2010 Comprehensive Plan (the "Comprehensive Plan") and Section 10-1233 of the Leon County Land Development Code ("Land Development Code"). The TPA designation requires that further subdivision or development of any property under it must meet requirements of a Planned Unit Development ("PUD") consisting of at least four uses and must be based on a master site plan covering all the TPA acreage; and,

WHEREAS, it is deemed to be in the interest of the public health, safety, and welfare for LEON COUNTY to clarify the development process and to assure that overall planning principles and concerns of LEON COUNTY are addressed in order to encourage economic development opportunities for Northwest LEON COUNTY.

NOW, THEREFORE in consideration of the mutual terms, covenants, and conditions contained herein, and for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

(A) <u>PURPOSE</u>.

The purpose of this Agreement is three-fold.

1. It will provide a mechanism to allow the NCA Property to proceed through the TPA PUD and subsequent development approval process separate from the remainder of the HOPKINS property.

2. It will clarify the development approval process for the NCA Property. By this Agreement, the COUNTY acknowledges that the uses for the Property will be residential, commercial, office, and open space.

3. It will set forth requirements and commitments for the TPA PUD in addition to those listed in the PUD submittal requirements of Section 10-915 and 10-1481 of the Land Development Code and any TPA PUD requirements contained in the Comprehensive Plan.

This Agreement, except as specifically provided herein, is intended to address and clarify the development process. It is not intended to nor does it approve or authorize any amount of development or type of use on the NCA Property.

(B) AUTHORITY FOR AGREEMENT

This Agreement is being entered into pursuant to authority provided in Sections 163.3220 - .3203, Florida Statutes ("F.S."), otherwise known as the Florida Local Government Development Agreement Act, and the Leon County Code of Laws. Because this Agreement is being entered into prior to NCA submitting the property for PUD approval, nothing herein shall limit the authority or ability of LEON COUNTY to approve or disapprove the project resulting from this Agreement or require that development be approved at certain densities or intensities or for certain uses, except as otherwise noted herein.

(C) TERM.

This Agreement shall be effective for a period of ten years, until January 31, 2015, or until such time as a TPA PUD has been approved on the NCA Property, whichever comes earlier. It may be extended by mutual written consent of the parties, or their successors, subject to public hearings in accordance with Section 163.3225, F.S.

(D) APPROVED LAND USES AND CONSISTENCY WITH COMPREHENSIVE PLAN.

1. The NCA Property has been assigned a future land use designation of Mixed-Use A under the Tallahassee/Leon 2010 Comprehensive Plan. The NCA Property has been platted into separate parcels but the entire property owned by HOPKINS currently carries the same tax identification number for administrative convenience. The NCA Property has been, and is anticipated to continue to be, part of a bonafide silvicultural operation by HOPKINS.

2. The Comprehensive Plan requires that areas within TPAs be developed in at least four uses to provide for a more self-supporting development pattern that is less oriented to the use of automobiles.

3. Phase 1A of the project, for which Final PUD approval will be sought concurrently with Conceptual TPA PUD approval, consists of the uses listed in the LEON COUNTY Preliminary Certificate of Concurrency issued for the Property.

4. Neither the Permitted Use Verification Certificate ("PUVC") nor the Preliminary Certificate of Concurrency grants development authority nor development rights, and neither is a development order. Both LEON COUNTY and NCA recognize the submission of both are for preapplication review purposes and LEON COUNTY'S determination that the uses proposed for

the NCA Property are consistent with the Comprehensive Plan is limited to the proposed land uses. Detailed plans have not yet been reviewed by LEON COUNTY staff. Finally, it is understood and agreed that the Property must, independent of the remainder of the HOPKINS property, meet all the requirements of the Comprehensive Plan and land development regulations pertaining to TPAs.

(E) PUBLIC FACILITIES.

1. No Unified Plan of Development Applicable to the NCA Property:

(a) The NCA Property will be developed as four separate developments by four separate owners. A unified plan of development as provided in Section 380.0651(4), F.S. (2004), for the Property, does not and will not exist. However, Section 10-1233 of the Land Development County Code requires that a TPA PUD must address how the development will reduce transportation demand by allowing for internal capture through a mixture of integrated uses that includes residential, commercial, office, and open space. Section 10-1233 also requires a TPA PUD to address access requirements to the development that consider the impacts to the surrounding area, including canopy roads, require interconnections, and are consistent with existing and future transportation corridors.

(b) The four separate developments on the NCA Property will not share infrastructure, except as required in order to comply with the Comprehensive Plan and Leon County Code. To the extent that the developments on the NCA Property are required to share roadway, stormwater management, or any other infrastructure to comply with the Comprehensive Plan and Land Development Code, such sharing of infrastructure shall not be considered "voluntary sharing of infrastructure" for purposes of Section 380.0651(4), F.S. (2004) or any implementing rules or regulations.

2. Utilities. Water, sanitary sewer, electricity and/or gas shall be provided by the City of Tallahassee. NCA shall be responsible for making the appropriate arrangements for such services to the NCA Property, and all such services shall be in place as a condition precedent to the issuance of a building permit for any structure constructed on the NCA Property. LEON COUNTY agrees to allow the burial of electric power lines on the NCA Property if desired by the owners of the separate portions of the NCA Property.

3. Transportation.

(a) All plans for roadway extensions, signalization and internal roadways to be dedicated to LEON COUNTY shall be reviewed and approved by the LEON COUNTY Public Works Department. Additionally, NCA shall be responsible for including LEON COUNTY as an additional insured during NCA construction of any improvements on land which has been dedicated or conveyed to LEON COUNTY or the Florida Department of Transportation ("FDOT") under this Agreement.

(b) Access to the NCA Property from Capital Circle Northwest shall be established through the TPA PUD process. NCA will apply for connection permits under Section 16-60 of the Land Development Code to connect each of the four separate developments to Capital Circle Northwest. Leon County agrees to grant connection permits for each of the four developments, provided each application meets the applicable permitting requirements.

(F) DEVELOPMENT APPROVAL PROCESS.

1. The NCA Property is designated as a TPA pursuant to Objective 6.1[L] of the Comprehensive Plan and Section 10-1233 of the Land Development Code. The TPA designation requires that further subdivision or development of any property under it must meet requirements of a PUD consisting of at least four uses and must be based on a master site plan covering all the TPA acreage. Accordingly, a PUD covering the NCA Property, which will ultimately consist of four separate developments, is required to be submitted to Leon County for approval. Because the requirement to submit a PUD covering the entire TPA is required by the Comprehensive Plan and Land Development Code, the PUD application and related plans, drawings, and other documents and information shall not be considered to constitute a "master plan or series of plans or drawings" for purposes of Section 380.0651(4), F.S. (2004), or any implementing rules or regulations.

2. The parties agree that at the time of subdivision of the NCA Property, owners of the NCA Property may submit, and the County will review and render a development order addressing, applications for approval of Conservation Subdivisions pursuant to Section 10-1429 of the Land Development Code for each of the four developments on the NCA Property.

3. The parties further agree as follows:

(a) The PUVC is required.

(b) The TPA PUD may be reviewed simultaneously with processing of this Agreement. NCA acknowledges that a PUD cannot be approved until this Agreement has been approved and is in effect. Representatives of NCA and LEON COUNTY agree to cooperate and make a good-faith effort to provide for expeditious submittal of information and staff review of the project.

(c) The Environmental Impact Analysis shall be submitted and processed simultaneous with the TPA PUD so that variance requests, if any, and policy discussions, if any, may be based upon all pertinent data and considerations and presented at the same time.

(d) Site and development plan review may take place simultaneously with other approvals, solely at NCA's risk and expense.

4. The parties acknowledge that the above process discussion is not a comprehensive list of all requirements of LEON COUNTY as it relates to the development. Failure to include a development step or requirement shall not indicate that such step or requirement is not required, nor shall it waive or release NCA's obligations of proceeding through the step or requirement.

(G) ADDITIONAL PUD REQUIREMENTS.

In addition to those TPA PUD requirements contained in the Comprehensive Plan, the stormwater, transportation, and recreation commitments contained in this Agreement and the PUD submittal requirements of Sections 10-915 and 10-1481 of the Land Development Code, the COUNTY shall require that each PUD submitted with the TPA shall address the following items:

(a) Land Use.

1. As required by Comprehensive Plan Land Use Objective 6.1 [L] and corresponding policies, each PUD shall provide at least four of the following land uses: residential, recreational/open space, commercial, light industrial, institutional, and office. The land uses within each PUD shall be arranged to promote activity among compatible land uses.

2. Recreation/open space use shall meet the following definition and requirements, unless otherwise required by LEON COUNTY regulations. These areas may be credited towards open space requirements of the Leon County Environmental Management Act ("EMA") and, depending upon the use of the property, they may be credited toward the natural area requirements of the EMA.

A. Common Open Space. Those areas not contained within a street right-of-way or individual lot shall be designated as common open space and may be classified as either passive recreational open space or active recreational open space. All common open spaces shall have reasonable access to the residents of the area in which the common open space is located.

B. Passive Recreational Open Space. Common open space comprised of wooded or cleared areas that may contain formally designed trails, informally designed footpaths, or picnic areas shall be depicted as passive recreational open space.

C. Active Recreational Open Space. These areas may include recreational amenities commonly associated with more active use such as tot lots and exercise trails.

(b) Environment.

The parties agree that as part of the environmental permitting process for impacts to wetlands, NCA may propose and the County shall consider for approval, mitigation proposals which meet the requirements of the Florida Department of Environmental Protection.

(c) Transportation.

1. Transportation plans for the PUD shall identify bicycle and pedestrian circulation and shall incorporate measures to mitigate conflicts between vehicles and cyclists and pedestrians. Roadway design standards shall promote bicycle and pedestrian safety.

2. Pedestrian and bicycle movement shall be facilitated by sidewalks and bike paths which shall be required on one side of all public and private streets and open space and paths throughout the site. Sidewalks shall be required on both sides of collector roadways.

(d) Design. Design standards shall be established in the Conceptual TPA PUD for non-residential and multi-family development. The intent of the standards is to create attractive developments and accompanying signage which issue convenient bicycle and pedestrian access, compatibility with adjoining land uses, aesthetic parking areas and reduced opportunities for criminal activity. At a minimum, these design standards shall address building materials, signage, treatment of service areas and service functions, parking layout and amount of parking permitted per acre, landscaping, lighting, bicycle and pedestrian amenities and access.

(H) PERMITS.

Failure of this Agreement to address a particular need for a permit, a permit condition, term, or restriction, shall not relieve NCA from the necessity of complying with law governing permitting requirements, terms, or restrictions. This Agreement shall not be used to influence any permitting decision except as specifically provided herein nor may it be used as the basis for a claim of vested rights to any amount of development on the Option Property.

(I) SILVICULTURAL ACTIVITIES.

Nothing herein or in the TPA PUD shall require HOPKINS to cease future silvicultural activities, if subject to a valid LEON COUNTY silvicultural permit, on the NCA Property or the remainder of the HOPKINS property except as to a particular parcel on site on which a building permit is received. Nothing in this Agreement shall be construed to disallow HOPKINS from applying for a silvicultural permit on the NCA Property.

(J) MINORITY BUSINESS ENTERPRISE AND EQUAL EMPLOYMENT OPPORTUNITY

NCA and HOPKINS, as parties to this Agreement, shall take all steps necessary to assure that the Minority Business Enterprise ("MBE") and Equal Employment Opportunity ("EEO") requirements of LEON COUNTY are included in any construction contract entered into by these parties on the Option Property. The failure of these parties to abide by the MBE and EEO requirements shall be cause for LEON COUNTY to suspend issuance of any further development orders, revoke current development orders, and/or declare this Agreement to be null and void.

(K) 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 document.

(L) EFFECTIVE DATE.

Within fourteen (14) days of approval of this Agreement, LEON COUNTY shall record it in the Public Records of Leon County. Within fourteen (14) days of recordation, LEON COUNTY shall submit a copy of this Agreement to the Florida Department of Community Affairs ("DCA"). This Agreement shall become effective thirty (30) days after submittal to DCA.

(M) FURTHER ASSURANCES.

Each of the parties to this Agreement shall execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect to it without in any manner limiting their specific rights and obligations as forth herein.

(N) NOTICES.

Any notices or reports required by this Agreement shall be sent to the following:

As to Leon County:

Leon County Division of Growth
and Environmental Management
ATTN: Gary Johnson
3401 Tharpe Street
Tallahassee, FL 32303

With a copy to:	Leon County Attorney's Office Attention: Herbert W.A. Thiele Leon County Courthouse 301 South Monroe Street, Suite 202 Tallahassee, FL 32301
As to NCA:	Heather Richmond 1601 Belvedere Road Suite 407-S West Palm Beach, FL 33406
With a copy to:	Douglas J. Rillstone, P.A. Broad and Cassel 215 South Monroe Street, Suite 400 Tallahassee, FL 32301
As to Hopkins:	William D. Hopkins 2844 Chaires Crossroad Tallahassee, Florida 32311

(O) SEVERABILITY.

If any word, phrase, clause, section, or portion of this Agreement shall be held invalid by a court of competent jurisdiction, such portion or word shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.

(P) LAWS.

This Agreement shall be governed by and construed in accordance with laws of the State of Florida.

(Q) ENFORCEMENT.

In the event of a breach of this Agreement by a party, the other may sue to enforce this Agreement and the prevailing party shall be entitled to payment of attorneys fees and costs by the non-prevailing party.

(R) APPROVAL.

This Development Agreement was approved by LEON COUNTY after two (2) public hearings before the County Commission on _____, 2004, and on _____, 2004.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement as of the dates set forth below.

SIGNED, SEALED AND DELIVERED
In the presence of

_____
Witness Signature

_____
Witness Printed Name

_____
Witness Signature

_____
Witness Printed Name

_____
WILLIAM D. HOPKINS

DATE:_____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by William D. Hopkins.

_____
Signature of Notary Public, State of Florida

_____
Print, Type, or Stamp Commissioned Name of Notary Public

☐ Personally Known To Me
☐ Produced Identification

Type of Identification_____

NORTH 10 CAPITAL ASSOCIATES, LTD.

BY:_____
It's _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____ of NORTH 10 CAPITAL ASSOCIATES, LTD., a Florida Limited Partnership ("NCA"), General Partner.

_____
Signature of Notary Public, State of Florida

_____
Print, Type, or Stamp Commissioned Name of Notary Public

☐ Personally Known To Me

☐ Produced Identification

Type of Identification_____

LEON COUNTY, FLORIDA

BY:_____
Cliff Thaell, Chairman
Board of County Commissioners

ATTESTED BY:

Bob Inzer, Clerk of the Court

By:_____

APPROVED AS TO FORM:

LEON COUNTY ATTORNEY'S OFFICE

By:_____
Herbert W.A. Thiele, Esq.
County Attorney