GROWTH AND ENVIRONMENTAL MANAGEMENT

CONCURRENCY AGREEMENT FOR HIDDEN POND DEVELOPMENT

This Agreement is entered into between Moore Bass Consulting, Inc. "Designated Agent" and the County of Leon in the State of Florida, through Growth and Environmental Management "GEM", subject to all other governmental approvals and solely at the risk of the Owner/Designated Agent.

WHEREAS, GEM is the County growth management agency having the power and duty to exercise general supervision of the administration and enforcement of the Leon County Code of Laws pertaining to the Tallahassee-Leon County 2010 Comprehensive Plan, Land Development Regulations, Concurrency Management Ordinance, and the Leon County Concurrency Policies and Procedures Manual; and

WHEREAS, GEM is authorized to enter into a Concurrency Agreement pursuant to the Leon County Concurrency Policies and Procedures Manual.

NOW, THEREFORE, for and in consideration of the mutual promises and premises set forth herein, the parties agree as follows:

1. The Owner/Designated Agent, a company or individual which is seeking Final Site and Development Plan Approval for the Hidden Pond Development, a Planned Unit Development, Tax Parcel Identification Number(s) 24-24-20-043-000-0, 24-24-20-051-000-0, 24-24-20-052-000-0, 24-24-20-053-000-0, 24-24-20-055-000-0, and 24-24-20-084-000-0, located in Leon County, Florida, more particularly described in Exhibit "A" to this Agreement which is attached hereto and made part hereof.

2. The proposed project significantly impacts Meridian Road: Timberlane Road to Maclay Drive, a segment or segments outside of the Primary Transportation Impact Network that is identified as operating below the adopted Level of Service (LOS) in the Leon County Concurrency Management System or is classified as capacity constrained pursuant to the conditions set forth in the Tallahassee-Leon County Comprehensive Plan.

3. The Owner/Designated Agent agrees to pay a sum of $53,385 to Leon County, which is the proposed project's pro rata share of the necessary transportation improvements required to bring the significantly affected roadway segment in compliance with the adopted LOS as identified in the Tallahassee-Leon County Comprehensive Plan.

4. The $53,385 received from the Owner/Designated Agent will be deposited by Leon County into a general fund account to be utilized to finance transportation improvements located in the traffic impact area of the project, as defined in the Leon County Concurrency Policies and Procedures Manual.

5. Subsequent to payment of the pro rata share identified above, a Final Certificate of Concurrency will be issued for the project which shall be for a term of ten (10) years from the effective dates hereof.

6. The obligation of this agreement shall remain in full force and effect in the event the property which is the subject of the agreement, or any portion thereof, is annexed into the City of Tallahassee.

7. If reasonable adjustments in the Agreement are required to complete the project in a satisfactory manner, this Agreement may be amended if agreed to by the Owner/Designated Agent and Leon County.

8. This agreement shall be effective upon the date all parties hereto have executed the same.

LEON COUNTY, FLORIDA

By: _____
Chairman, Board of County Commissioners

By: _____
Witness

By: _____
Property Owner or Designated Agent

By: _____
Witness

APPROVED AS TO FORM:

By: _____
Herb W. A. Thiele, County Attorney

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 2005 by _____, who is personally known to me or has produced _____ as identification and did (did not) take an oath.

_____
Signature of Notary Public

_____
Sign or Print Name