October 18, 2005

Leon County Board of County Commissioners
Leon County Courthouse, 5th Floor
301 S. Monroe Street
Tallahassee, Florida 32301

Re: Fallschase 163 Agreement

Dear Colleagues:

I submit to you a proposed Leon County-AIG Baker/Fallschase 163 Agreement. It is a substantive working document fashioned to be a reasonable instrument to guide the development potential of Fallschase property.

The public's interest has been strengthened through this Agreement while the rights of the developer have been afforded extensive review for contemporary consistency and prospective applications. This agreement has emerged from the submerged layers of dynamics which constitute the long history of efforts to develop this property for over three decades.

A significant exchange occurred during the course of the negotiation period. AIG Baker is now the applicant replacing Mr. Lamar Bailey. This proposed Agreement is therefore between Leon County and AIG Baker.

I hope my efforts have approximated the standard you had in mind upon delegating me to this task. I look forward to the public hearings and your deliberations on this matter.

Sincerely,

Bill Proctor

Bill Proctor

FALLSCHASE DRI

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2005, by and between Leon County, a political subdivision of the State of Florida (hereinafter the "County"), and AIG-Baker Tallahassee, L.L.C., a Delaware limited liability company (hereinafter the "Applicant").

RECITALS

WHEREAS, the Applicant has entered into a contract to purchase that certain real property consisting of approximately 700 acres, as more specifically described in Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof (the "Property"); and

WHEREAS, a major portion of the Property was approved as a Development of Regional Impact ("DRI") in 1974, and a major portion of the Property is designated pursuant to the County's Comprehensive Plan (the "Comprehensive Plan") as Planned Unit Development ("PUD") District and is currently zoned pursuant to the County's zoning code as PUD District. The remaining portion of the Property (approximately 78.55 acres) was added to the DRI by the First Amendment to the Fallschase DRI Development Order approved by Leon County on July 12, 2005, based on a Notice of Proposed Change filed pursuant to Section 380.06(19), Florida Statutes (the "First DRI Amendment"); and

WHEREAS, the DRI approved by the Leon County Board of County Commissioners ("BCC") and the PUD approved by the BCC in 1973 by Ordinance No. 73-64, and subsequent amendments, are collectively referred to herein as the Fallschase DRI/PUD and permit development of residential, office, commercial and mixed uses on the Property; and

WHEREAS, in the original DRI approval and the PUD approval, the specific amount and location of square footage authorized for all of the commercial uses was not set forth and the First DRI Amendment provides that the specific location and the size of commercial sites would be determined as development proceeded; and

WHEREAS, the commercial uses were approved in the original Fallschase DRI approval and the PUD approval for at least 25.4 acres located at the convergence of US 90, Buck Lake Road, and Fallschase Boulevard, and additional areas of commercial development within the mixed use and residential areas of the Property; and

WHEREAS, approximately 18 acres added to the Fallschase DRI/PUD pursuant to the First DRI Amendment will also be designated for commercial uses within the Fallschase DRI/PUD; and

WHEREAS, other uses approved and vested as part of the Fallschase DRI/PUD are 425,000 square feet of office and 2,572 residential units; and

WHEREAS, the County agrees that the Fallschase DRI/PUD is vested for a mixture of residential, office and commercial uses from the consistency and concurrency requirements of the Comprehensive Plan and for density and intensity pursuant to Section 163.3167(8), Florida Statutes; and

WHEREAS, the County and the Applicant have been in conflict regarding the extent to which the Fallschase DRI/PUD is vested from provisions of the Comprehensive Plan and the County's Land Development Regulations (the "LDRs") establishing development standards, that were adopted subsequent to approval of the 1973-1974 DRI/PUD approvals, particularly those LDRs which the County asserts would now restrict development in the portion of the Property

below 51 feet NGVD (the "Southern Property"), now designated as floodplain on the County's floodplain maps; and

WHEREAS, the full extent of the development rights of the Southern Property has been the subject of significant legal debate between the Applicant and the County; and

WHEREAS, the Applicant and the County, without waiving any rights, entitlements, claims or defenses as to any remaining vested rights on the Property, including in particular the Southern Property, wish to resolve all issues relating to development of the Property and to allow Applicant to proceed with predictable and orderly development of the Property as described in this Agreement; and

WHEREAS, Applicant and the County desire to eliminate all uncertainty regarding the approved uses of the Property and the development standards which are applicable to the Property, and to assure that adequate transportation and stormwater management facilities are available in adequate capacity to facilitate the planned development of the Property; and

WHEREAS, Applicant and County have determined that the development of substantial portions of the Southern Property should be restricted through a conservation easement and that the property subject to the conservation easement should, in due course, be transferred to public ownership; and

WHEREAS, the County has plans to substantially improve the roadway infrastructure in the vicinity of the Fallschase DRI/PUD by widening Buck Lake Road to accommodate multi-lane through-traffic and by providing related turning movements to accommodate existing and future traffic needs, and the parties wish to clarify the Applicant's rights with respect to such improvements; and

WHEREAS, Applicant and the County wish to establish a procedure to guide all future development review by the County with respect to approval of all future development of the Property; and

WHEREAS, development agreements strengthen the public planning process, encourage sound capital improvement planning and financing, assist in assuring that there are adequate capital facilities for the development, encourage private participation and comprehensive planning and reduce the cost of development; and

WHEREAS, the County and Applicant recognize the benefits of public/private cooperation and are desirous of finalizing a development agreement implementing a plan for the development of the Property;

NOW, THEREFORE, in consideration of the foregoing premises, which are made an integral part of this Agreement, and the mutual terms, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the County and the Applicant as follows:

1. Purpose. The purpose of this Agreement is to:

(a) provide a mechanism to allow the Property to proceed through the PUD and subsequent development approval processes in a manner which avoids duplication of time and effort and which recognizes the vested rights of the Property as described in this Agreement.

(b) clarify the development approval process for the Property.

(c) set forth requirements and commitments for development of the Property with regard to compliance with the development standards of the Comprehensive Plan and LDRs.

(c) Provide for a conservation easement to be placed on a substantial portion of the Southern Property and for said property to be transferred to public ownership upon approval of the amended PUD as described herein.

This Agreement is not intended to, nor does it, approve or authorize commencement of any amount of development not previously approved by the County, nor does it affect any vested rights in the Fallschase DRI/PUD. In light of the Property's history, location and vested status, this Agreement addresses issues unique to the Property and does not create policy or precedent applicable to other development in the County.

2. Authority for Agreement. The Florida Constitution and Florida Statutes authorize Florida Counties to perform any acts not inconsistent with law and to exercise all powers not specifically prohibited by law to carry on county government. In addition, the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2005) (the "Act"), authorizes local governments to enter into development agreements with private developers to encourage a stronger commitment to comprehensive and capital facilities planning, to insure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic costs of development and to provide certainty in approval of development and assurances that development may proceed in accordance with the conditions of such development agreements.

3. Applicability. This Agreement shall apply to all development activities undertaken by Applicant and its grantees, assigns and lessees on any part of the Property described in Exhibit "A" hereto during the term of this Agreement. This Agreement does not apply to properties located within the Fallschase DRI/PUD that are not included within the legal description attached hereto as Exhibit "A" ("Excluded Properties"). This Agreement will not

change or impair any property rights of Excluded Properties, including, but not limited to, zoning, consistency, concurrency, density, or intensity. Excluded Properties subsequently owned by Applicant and its successors shall be subject to this Agreement without the necessity of an amendment thereto.

4. Comprehensive Plan. The County hereby finds that because the Fallschase DRI/PUD was approved as a DRI and a PUD prior to the adoption of the Tallahassee-Leon County 2010 Comprehensive Plan, it is vested from consistency and concurrency and for the density and intensity identified herein relative to the provisions of the County's 2010 Comprehensive Plan and LDRs. Notwithstanding such vesting, the County hereby finds and confirms that the density, intensity, uses, and all other terms and conditions of development as set forth in this Agreement are consistent with the Leon County Comprehensive Plan and LDRs to the extent that such Plan and LDRs are or may be applicable. All development approved pursuant to this Agreement shall be conclusively deemed to be lawfully conforming development, irregardless of any later amendments to the Leon County Comprehensive Plan or LDRs.

5. Effect of Agreement and Subsequent PUD Approvals. Nothing in this Agreement shall operate or cause the County to determine that the provisions of this Agreement and any subsequent amendment to the PUD pursuant to this Agreement constitute a change to the previously approved Fallschase DRI/PUD or a substantial deviation as defined in Section 380.061(19), Florida Statutes. The development approved herein does not require the submission of a Notice of Proposed Change under Section 380.06(19), Florida Statutes. The vested rights status of the Fallschase DRI/PUD is not altered, expanded, reduced or otherwise affected by this Agreement.

6. Southern Property.

(a) The Applicant intends to place a conservation easement, enforceable by the County, on a portion of the Southern Property, excluding the lots depicted on Exhibit B.4. Approximately 200 acres would be subject to the easement. The acreage will be refined by subsequent survey delineating the boundaries of the portion of the Southern Property that will be subject to the conservation easement.

(b) The Applicant intends to donate the portion of the Southern Property that is subject to the conservation easement to Leon County.

(c) The Applicant shall reserve the right to develop and construct expansion of the existing sewer and water utilities (lift stations and sanitary sewer lines) including the construction of a building of no more than 400 square feet to house the electrical panel and generator for the lift station on the Southern Property, and to mow a 100 foot strip adjacent to the lakefront lots depicted on Exhibit "B.4." The conservation easement will provide that no structures, other than those provided herein, will be developed within the area subject to the easement.

(d) The Applicant shall execute and record the conservation easement, and deliver a copy of the recorded easement to the County when all of the following conditions are satisfied: (1) This Agreement has been approved by the County, has been executed by the Parties, and there is no pending administrative or judicial proceeding that could prevent the Applicant from completing the development authorized herein; (2) the PUD amendment described herein has been approved for the development authorized herein, and such PUD approval has become final and there is no pending administrative or judicial proceeding that

could prevent the Applicant from completing the development authorized therein, and (3) the Applicant has been the holder of record title to the Property for a one year.

(e) The Applicant shall transfer title to the property that is the subject of the conservation easement to the County no later than six (6) months following the execution of the conservation easement as described above.

7. Master Conceptual Plans. The Applicant and County agree that the Applicant is entitled to develop 850,000 square feet of commercial uses, 50,000 square feet of office space, and 1,514 residential units (757 single family dwellings and 757 multifamily/condominiums) on the Property pursuant to this Agreement, as depicted on the Conceptual Master Plan attached as Exhibit "B.1." and as more particularly described in Exhibits B.2 through B.5, which are incorporated herein by reference. The mix of the residential units may be modified, at the Applicant's discretion, consistent with the trip generation analysis referred to herein, or a subsequent analysis of traffic impacts approved by the County. The development areas, including the location of storm water facilities and roadway improvements, shown on the Conceptual Master Plan are intended to serve as a guide to future development. The Conceptual Master Plan shall be superseded by the revised PUD concept plan for the Property, and each development area may be relocated or altered as designated by the Applicant as specific requests for approvals of site plans are made, pursuant to the development approval process set out below. All other vested development rights in the Fallschase DRI/PUD are preserved, as described in paragraph 5 above.

8. Donation for County Facility. The Applicant will donate one (1) acre of property to the County for public use as a library or other County facility in a location to be determined by the Applicant.

9. PUD Approval Process for Property:

(a) In recognition of the vested rights of the Fallschase DRI/PUD, the County shall review Final Development Plans pursuant to the development standards set out in Exhibit "D", hereto ("Fallschase Development Standards"). In the event of a conflict with existing County regulations, the Fallschase Development Standards shall prevail. The County accepts and approves the Conceptual Site Plan as the intended development plan for the Property. A refined Conceptual Site Plan (hereafter "the PUD Plan") will be submitted subject to the following Type B review process as modified below and will constitute the amended Planned Unit Development application for the additional properties added to the Property pursuant to the First DRI Amendment, as well as describing the revisions to the original PUD approval for the development.

(b) The approval of the PUD Plan is subject to the Applicant's right to make adjustments during Final Development Plan review as long as development of the Property is consistent with the general location of land uses, the intensity and density approved herein, the access to the surrounding road network, and the Fallschase Development Standards as set forth in Exhibit "D". In the event that any County regulation conflicts with the development approved in this Agreement, the Master Concept Plan or the Final Development Plan, and such conflict cannot be resolved by reference to the Fallschase Development Standards set forth in Exhibit "D", the parties will confer and agree on a development standard that will allow completion of the development authorized herein as reflected in the Conceptual Site Plan or the Final Development Plan.

(c) Approval of an amendment to the PUD for the Fallschase DRI/PUD will be solely by the BCC in accordance with Type B Review under the LDRs and as modified below:

1. Applicant shall submit an application for an amendment to the PUD to Leon County in accordance with the requirements of the Development Approval Submittal Checklist, as set forth in Exhibit "C".

2. Leon County staff shall review the application and issue a written response/comments within ten (10) working days of the receipt of the application.

3. The Applicant will submit a response to the County's response/comments within five (5) working days of receipt of the comments. The Applicant shall be entitled to a five (5) working day extension if requested.

4. Leon County will schedule a meeting of the Development Review Committee ("DRC") to vote on a recommendation related to the application within ten (10) working days of the receipt of the Applicant's response.

5. The Applicant will meet with the DRC and the DRC will forward a recommendation of approval, approval with conditions, or denial to the BCC for their next regularly scheduled meeting following the DRC meeting.

6. The BCC shall review the PUD Plan, the recommendation and written findings of the DRC, and conduct a public hearing. The BCC will then approve, approve with conditions, or deny the PUD Plan. The decision of the BCC shall be final and shall be supported by written findings.

7. Any subsequent amendments to the Amended PUD shall be governed by the terms of this Agreement and reviewed and approved by the process described herein, unless the proposed changes increase the overall number of residential dwelling units or non-residential building square feet by more than the applicable thresholds in Section 380.06(19), Florida Statutes; substantially decrease the amount of acres devoted to common open space and/or natural area; or are a substantial change in the general location of the proposed land uses, including the common open space and/or natural areas.

10. Approval Process for Final Development Plan and Platting: In recognition of the vested rights of the Fallschase DRI/PUD, the County shall review Final Development Plans and plats pursuant to the Fallschase Development Standards attached hereto as Exhibit "D". The following development review Type B process as modified shall be applicable to Final Development Plans and plats for the Fallschase DRI/PUD:

(a) Applicant shall submit an application for Final Development Plan approval or plat approval to Leon County that is consistent with the amended PUD Concept Plan. Final Development Plan approval will constitute Final PUD approval and may address phases or sub-phases of development. Leon County staff shall review the application and issue a written response/comments within ten (10) working days of the receipt of the application.

(b) The Applicant will submit a response to the County's response/comments within five (5) working days of receipt of the comments. The Applicant shall be entitled to a five (5) working day extension if requested.

(c) Leon County will schedule a meeting of the DRC. The DRC will meet and vote on a recommendation to approve, approve with conditions, or deny the application within ten (10) working days of the receipt of the Applicant's response.

(d) The Applicant will meet with the DRC and the DRC will forward a recommendation to approve, approve with conditions, or deny the Final Development Plan or plat to the BCC for their next regularly scheduled meeting following the DRC meeting.

(e) The BCC shall review the Final Development Plan or plat, the recommendation and written findings of the DRC, and conduct a public hearing. The BCC will then approve, approve with conditions or deny the Final Development Plan or plat. The decision of the BCC shall be final and shall be supported by written findings.

(f) Submittal Requirements: The Applicant shall provide the following in a submittal package:

(1) Narrative of Development: Narrative including the number of units or square feet of non-residential use within the phase submitted;

(2) Plat or Site Plan (Final Development Plan);

(3) Check for Submittal Fees;

(4) Completed Fallschase Final Development Submittal Checklist, attached hereto as Exhibit "C".

11. Process for Environmental Management Permit. An Environmental Management Permit Application shall be submitted to the Leon County Growth and Environmental Management Department for review and approval concurrent with the application for Final Development Plan or preliminary plat for each phase or sub-phase of the development at the Applicant's option.

(a) Timeline: The Director of the Growth and Environmental Management Department ("Director") shall provide written comments/questions regarding the construction plans within fourteen (14) working days of submittal. A maximum of two (2) submittals shall be allowed prior to final action/approval.

(b) Appeals to the action of Leon County staff regarding the environmental permit shall be in compliance with Section 10-1489 of the LDRs.

(c) Submittal Requirements:

(1) A narrative outlining the methods of compliance with the standards incorporated into the Master Conceptual Plan and this Agreement.

(2) A copy of the approved Preliminary Plat/Site Plan (if not filed concurrently).

(3) Construction Plans including maps on a scale of not less than 1 inch equals 200 feet demonstrating compliance with the identified standards in the Conceptual Master Plan. Maps shall contain topographic information and source, existing natural features and the proposed methods of compliance.

(4) Stormwater analysis: Stormwater management design and supporting computations including:

a. Narrative description of treatment facility to be permitted

b. General location map which indicates the relative location within the project boundary, the limits and acreage of the drainage basin contributing to the facility.

c. Written summary of design report providing discussion on the level of water quality treatment provided.

d. An analysis demonstrating the treatment facility provides the required water quality treatment volume and the filtration system again provides the required capacity within 72 hours following a storm event

e. Construction plans detailing grading which includes pertinent contours of areas adjacent to the facility, sediment and erosion control plans, existing and proposed drainage structures.

f. Stormwater treatment facility capacity accounting record.

12. Appeals. Appeals to action by the BCC will follow Section 10-1485 of the Leon County Land Development Code.

13. Fallschase Development Standards. The parties agree that Applicant's development approval applications made in the future during the term of this Agreement shall comply with the Fallschase Development Standards set forth in Exhibit "D". These development standards conform to the requirements for the Comprehensive Plan and the existing LDRs to the extent that conformance does not impair the vested concurrency and consistency (as to intensity and density) of Fallschase. Such development standards may only be modified by written agreement between the Applicant and the County as evidenced by BCC action. In the

event that any County regulation conflicts with the development approved in this Agreement, the Conceptual Master Plan, the PUD Plan, or the Final Development Plan, and such conflict cannot be resolved by reference to the Fallschase Development Standards set forth in Exhibit "D", the parties will confer and agree on a development standard that will allow completion of the development. authorized herein as reflected in the Conceptual Site Plan, the PUD Plan, or the Final Development Plan. Section 10-192(g) of the Leon County Code shall not apply to the development authorized by this Agreement.

(a) Landscaping, Open Space and Tree Protection Standards. In order to utilize the Property in an efficient manner, to protect the heritage oak trees which are located adjacent to the 51 foot NGVD contour line, and to maintain the unique environmental features of the property, Applicant will meet site specific landscaping, open space and tree protection standards for the Property as described in Exhibit "D" hereto, in lieu of any other landscaping standards adopted in the LDRs.

(b) Stormwater Standards. The Applicant shall comply with the standards set out in Exhibit "D". Stormwater treatment may be provided in part by underground stormwater treatment chambers. Applicant shall be permitted to utilize the Southern Properties for rate attenuation, notwithstanding any other rate control standards.

(c) Commercial Lighting. Lighting in the commercial development area shall be directed away from adjacent residential areas.

(d) Commercial Parking Standards.

Off street parking shall be provided on site to accommodate commercial uses as follows:.

Minimum Parking Standards:

General Retail	1 space / 250 sf GFA* (inclusive of handicapped parking)
Restaurant	10 spaces / 1,000 GFA
Theater	1 space / 5 seats
Office	1 space / 300 sf GFA

* - GFA = gross floor area

14. Commercial Development and DRI/PUD Approvals.

The Applicant's right to develop 850,000 square feet of commercial development in the designated area set forth in Exhibit "B.2." is not a change to the previously approved Fallschase DRI/PUD and does not constitute a substantial deviation to the DRI, and that such development does not require the submission of a Notice of Proposed Change under Section 380.06(19), Florida Statutes.

15. Buck Lake Road Widening, Right-of-Way and Transportation Improvements. In order to assist the County with the planning and implementation of future improvements to Buck Lake Road and U.S. Highway 90:

(a) The Applicant shall donate right-of-way to the County for improvement of Buck Lake Road pursuant to the plans previously approved by the County and the Department of Transportation, upon final resolution by the parties of all other matters with respect to the implementation of transportation improvements, including median openings and ingress and egress to and from Buck Lake Road and U.S. Highway 90 necessary to the development of Fallschase DRI/PUD; and

(b) The Applicant shall complete all improvements described in Exhibit "E". The Applicant provided a trip generation analysis to Leon County Public Works for the County's consideration of traffic impacts of the applicant's proposed development plan, and not in any way to amend, alter, expand, reduce, or otherwise affect the vested rights of the Fallschase DRI/PUD. The County agrees that the trip generation analysis demonstrates that the development authorized in this Agreement does not create more than 3,659 p.m. peak hour trips, and that the Applicant shall not be required to provide or pay for any land or facilities for traffic mitigation, other than the improvements listed in Exhibit "E" hereto.

16. Weems Plantation. There shall be no road connections constructed between the Fallschase DRI/PUD and the Weems Plantation residential development. The Applicant shall provide a vegetative buffer, as described in Exhibit "D" to buffer the existing Weems Plantation development from the commercial development.

17. Utilities. Wastewater facilities, potable water and non-potable water will be provided by the Fallschase Community Development District, or through a contract with another public or private provider with demonstrated capacity to serve the proposed development. Electric and gas utilities will be provided by the City of Tallahassee. If allowed by the electric and gas utility provider, the County agrees to allow the burial of electric power lines on the Property. The County acknowledges that the Fallschase Community Development District has the right to serve all the lands included within the Property. The parties agree that Applicant will provide detailed plans for future expansion of the existing, on-site sewage treatment plant at the time of the proposed expansion.

18. Abandonment of Old Buck Lake Road. Not later than sixty (60) days following the County's approval of this Agreement, the County shall approve and affirm the abandonment

of the right-of-way for Old Buck Lake Road. A legal description and boundary map of the area to be abandoned is attached hereto as Exhibits "F" and "G", respectively.

19. Stormwater Impact Fees. The parties agree that there are no existing impact fees applicable to Applicant's proposed discharge of stormwater to the Southern Property as described in this Agreement. The parties further agree that neither Applicant nor Fallschase Community Development District shall be required to pay any fees or other charges which may be instituted by the County in the future for discharges to the Southern Properties.

20. Height Requirements and Zero Lot Lines. The parties agree that in order to accommodate the density and intensity of development originally approved for the Southern Property, exclusively on the remaining portions of the Property, the height limits shall be five (5) stories for residential and office development and fifty-five (55) feet for retail development. There shall be no setback requirements for commercial, residential or office development on the Property and all development shall be permitted to develop with zero lot lines and setbacks.

21. Phasing. The parties agree that the Applicant will cooperate with the County to create a reasonable phasing schedule to complete all development contemplated herein in the amendment to the PUD Concept Plan outlined in paragraph 9 of this Agreement.

22. Binding Effect. The burdens of this Development Agreement shall be binding upon, and the benefits of this Development Agreement shall inure to, all successors in interest to the parties to this Development Agreement, whether by lease or purchase of a portion of the Property.

23. Applicable Law. This Development Agreement, and the rights and obligations of the County and the Applicant hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida.

24. Exhibits. All exhibits attached hereto contain additional terms of this Development Agreement and are incorporated herein by reference.

25. Captions or Paragraph Headings. Captions and paragraph headings contained in this Development Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Development Agreement, nor the intent of any provision hereof.

26. Counterparts. This Development Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and same Development Agreement.

27. Term. This Agreement and the provisions hereof shall be in effect for a period of ten (10) years from the effective date hereof, unless terminated sooner or extended in accordance with the provisions hereof.

28. Assignability and Conveyance of the Property. The Applicant shall have the right to assign the rights and obligations granted in this Development Agreement to any existing or subsequent owner of the Property. The Applicant shall, within 20 days of closing, notify the County of any sale of any lands in the Property and any subsequent owners shall be included in any notices required by this Agreement or otherwise by law or ordinance

29. Termination. This Agreement may be terminated by mutual consent of the parties. This Agreement may also be terminated by the Applicant if an appeal or any other

challenge is filed as to this Agreement, and at any time while an appeal or challenge is pending. Upon termination, all parties rights shall revert to those possessed prior to this Agreement

30. Amendments and Extensions; Additional Development. This Development Agreement may be extended or amended by mutual consent of the parties so long as the extensions and amendments meet the requirements of Section 163.3239, Florida Statutes. The Applicant shall not seek authorization for development in addition to that authorized by this Agreement except pursuant to an amendment to this Agreement.

31. Further Assurances. Each of the parties hereto agrees to do, 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 Development Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Development Agreement, the parties hereby declare their intention to cooperate with each other and to coordinate the performance of their respective obligations in effecting the terms of this Development Agreement

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

To the County:

Parwez Alam
Leon County Administrator
5th Floor, Leon County Courthouse
301 South Monroe Street
Tallahassee, Florida 32301
Telephone: _____

To the Applicant:

Ron Carlson, Executive Vice President

AIG Baker Tallahassee, LLC
AIG Baker Shopping Center Properties, LLC
1701 Lee Branch Lane
Birmingham, AL 35242
Telephone: (205) 969-1000

With a copy to:

Robert C. Apgar, Esquire
Greenberg Traurig, P.A.
101 East College Avenue
P.O. Drawer 1838
Tallahassee, FL 32302
Telephone: (850) 222-6891

33. Public Hearings. This Development Agreement was approved by the Board of County Commissioners after two (2) public hearings, the first on October 25, 2005, and the second on the date of the next scheduled Board of County Commissioners meeting, at which time the agreement was approved.

34. Agreement Subject to Applicant Taking Title. The parties agree that the Applicant shall not seek, and the County shall not issue, any building permits for development of the Property, and the Applicant shall not commence any development on the Property, until the Applicant has taken title to the Property. Should the Applicant give written notice to the County that the Applicant has elected not to close on the property, this Agreement shall be null and void, and of no further legal effect.

35. Recording and Filing; Effective Date. This Agreement shall become effective according to the provisions of Section 163.3239, Florida Statutes (2005), and Section 10-1971E.(2) of the Leon County Code. Within fourteen (14) days after the County executes this Agreement with the Applicant, the County shall cause this Agreement to be recorded in the Official Records of Leon County, Florida. A copy of the recorded Agreement shall be submitted to the State Department of Community Affairs within fourteen (14) days after the Agreement is

recorded. A copy of the recorded Agreement shall also be provided to the Applicant. This Agreement shall not be effective until it has been recorded in the Official Records of Leon County, Florida, and until thirty (30) days have elapsed after the Agreement has been received by the State Department of Community Affairs. The Agreement shall be binding upon and shall benefit and inure to the successors in interest of the parties to the Agreement.

36. Drafting; Rules of Construction. The parties acknowledge that they jointly participated in the drafting of this Development Agreement, and that no term or provision of this Agreement shall be construed in favor of or against either party based on drafting.

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

_____
Printed Name

_____
Witness

_____
Printed Name

AIG BAKER TALLAHASSEE, L.L.C., a
Delaware Limited Liability Company

By:_____
Printed Name:_____
Title: _____
Date:_____

LEON COUNTY, a political subdivision
of the State of Florida

_____
Approved as to Form and Legality
Herbert W.A. Thiele, County Attorney

_____
DATE

By_____
PARWEZ ALAM (check proper party)
County Administrator

_____
DATE

List of Exhibits

A. Legal Description of Property

B. Master Conceptual Plan Package

1. Conceptual Master Plan
2. Conceptual Commercial and Mixed Use Plan
3. Proposed Improvements for Buck Lake Road and Mahan Drive (Roadway and Landscaping)
4. Lakefront Lot Plan
5. Typical Waterfront Residential Lot Section (Finger Area)

C. Development Approval Submittal Checklist

D. Fallschase Development Standards

E. Transportation Improvements To Be Funded and Completed by Developer

1. Traffic Improvements

F. Legal Description of Old Buck Lake Road

G. Boundary Map of Old Buck Lake Road

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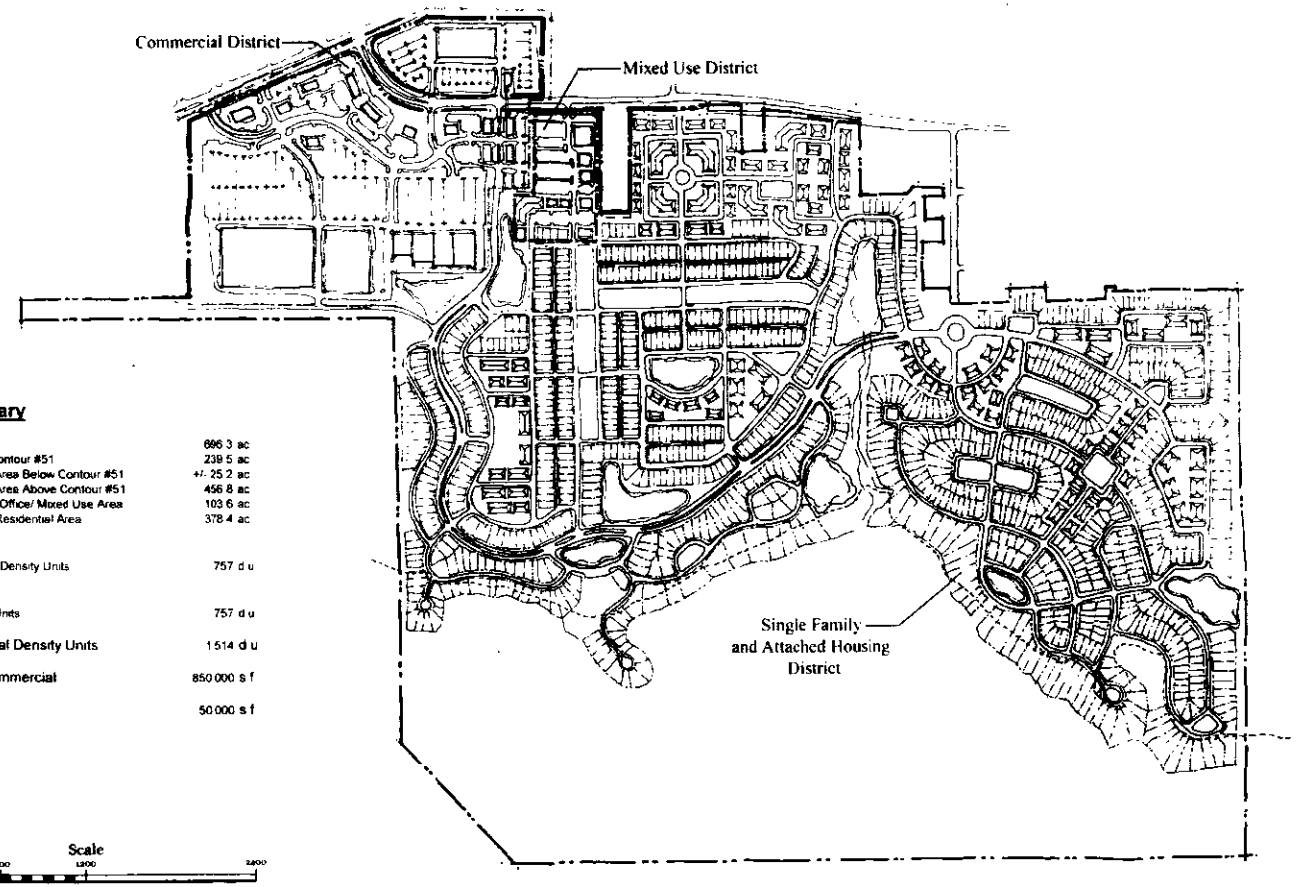
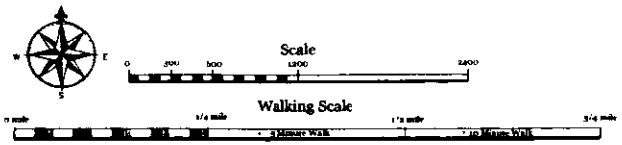


Project Summary

Estimated Project Area	696 3 ac
Estimated Area Below Contour #51	239 5 ac
Estimated Developable Area Below Contour #51	+/- 25 2 ac
Estimated Developable Area Above Contour #51	456 8 ac
Estimated Commercial / Office/ Mixed Use Area	103 6 ac
Estimated Developable Residential Area	378 4 ac
Single Family.	
Estimated Single Family Density Units	757 d u
Multi - Family.	
Estimated Multi-Family Units	757 d u
Estimated Residential Density Units	1 514 d u
Estimated Retail/Commercial	850 000 s f
Estimated Office	50 000 s f



MASTER PLAN IS PRELIMINARY AND SUBJECT TO CHANGE

Conceptual Master Plan
For
FALLSCHASE

Leon County, Florida
October 13, 2005

*Conceptual plan subject to change

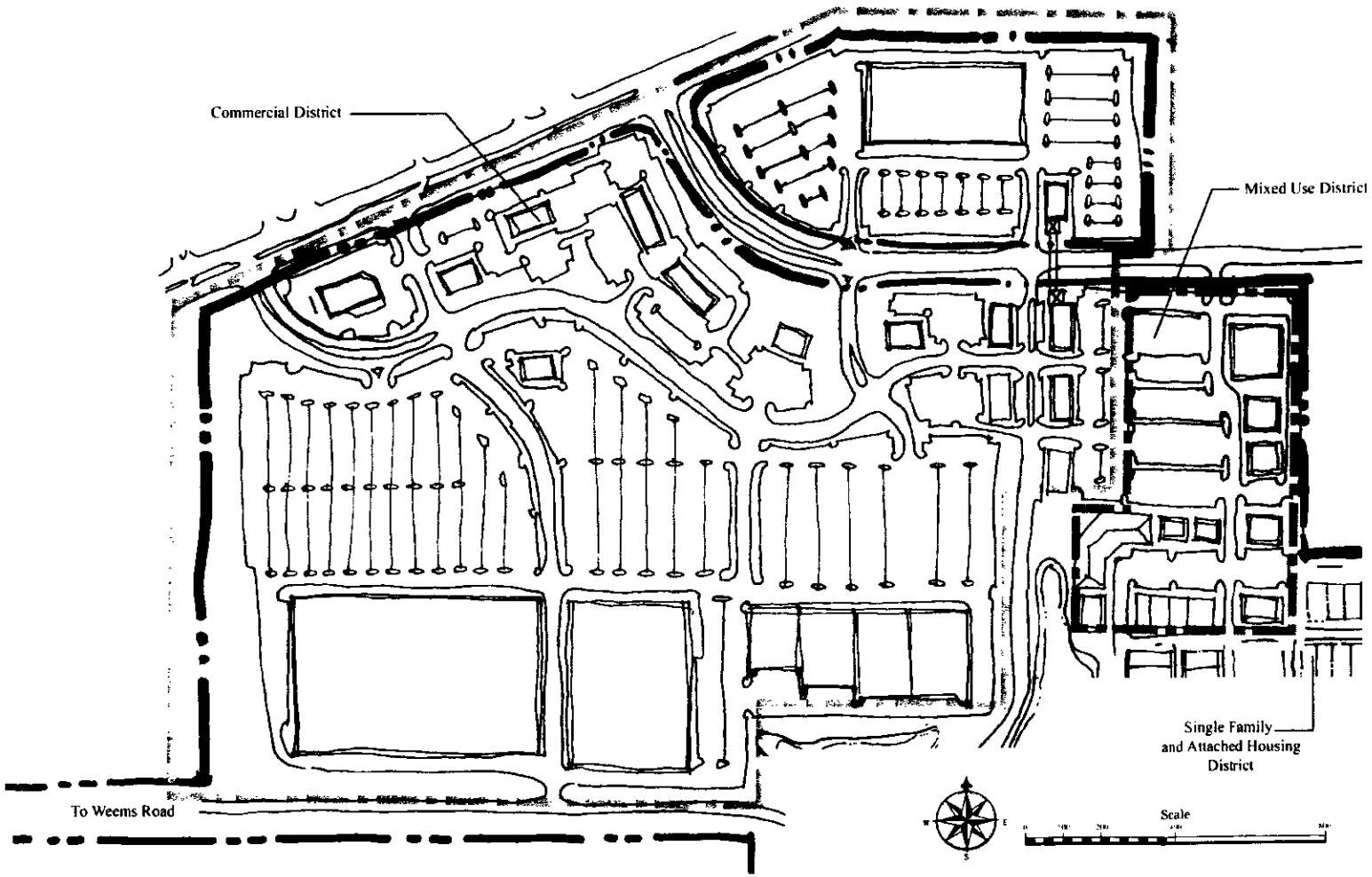
Prepared For:

AJG BAKER

Prepared By:

Wood · Partners Inc. WPI

EXHIBIT "B.1."



Conceptual Commercial and Mixed Use Plan
For
FALLSCHASE

Prepared For:

AJO BAKER

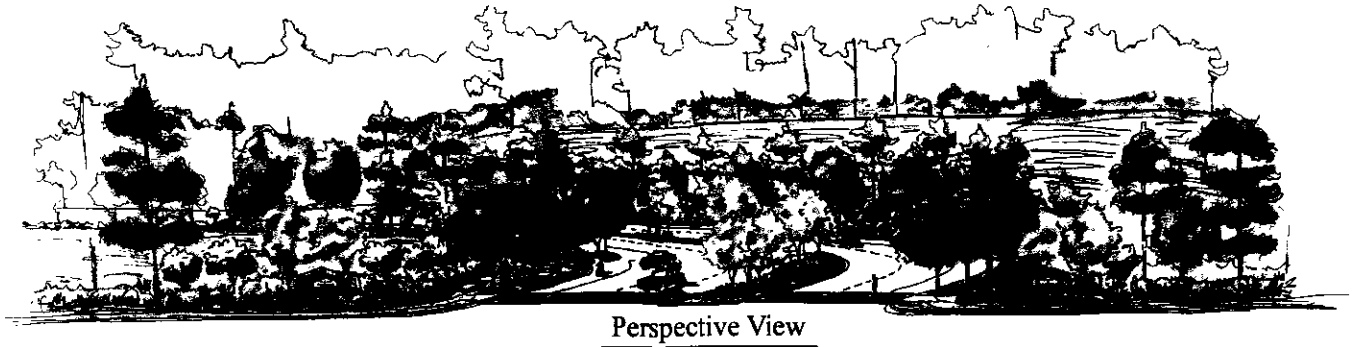
Leon County, Florida
October 13, 2005

*Conceptual plan subject to change

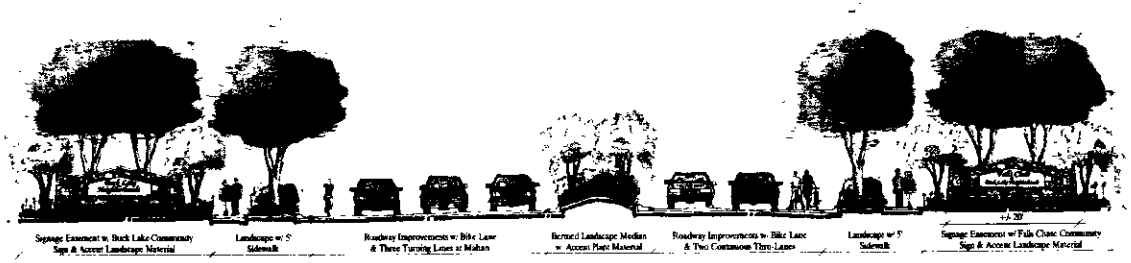
EXHIBIT "B.2."

Prepared By:

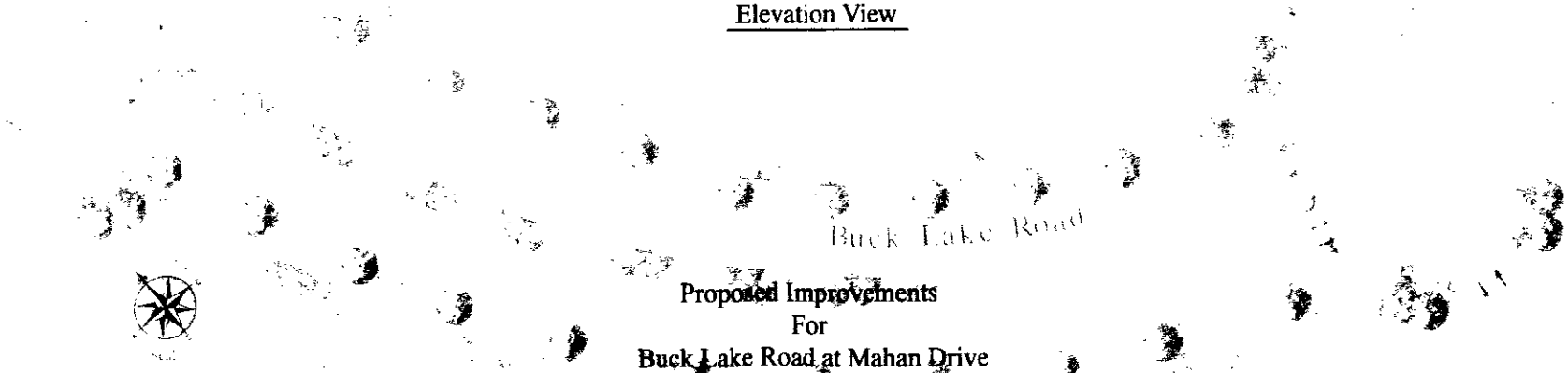
Wood-Partners Inc. WPI



Perspective View



Elevation View



Proposed Improvements
For
Buck Lake Road at Mahan Drive

FALLSCHASE

Leon County, Florida
September 28, 2005
*Conceptual plan and section subject to change

Prepared For:

AIG BAKER

EXHIBIT "B.3."

Prepared By:

Wood+Partners Inc. WPI
Landscape Architect
Land Planners

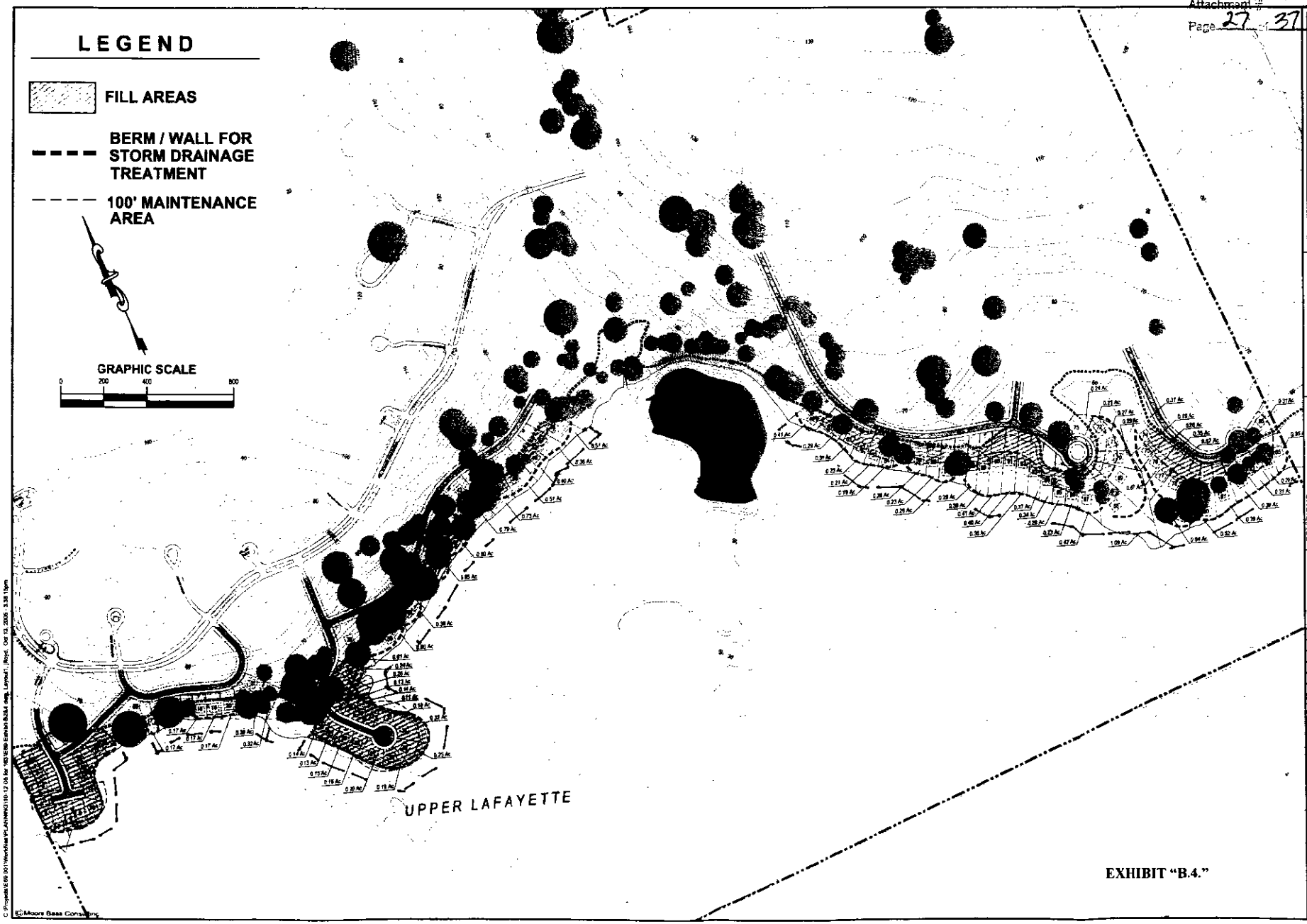


EXHIBIT "B.4."

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TALLAHASSEE DESTIN ATLANTA

PROJECT NAME
FALL&CHASE DEVELOPMENT AGREEMENT

CLIENT NAME
FALL&CHASE

REVISIONS

MB

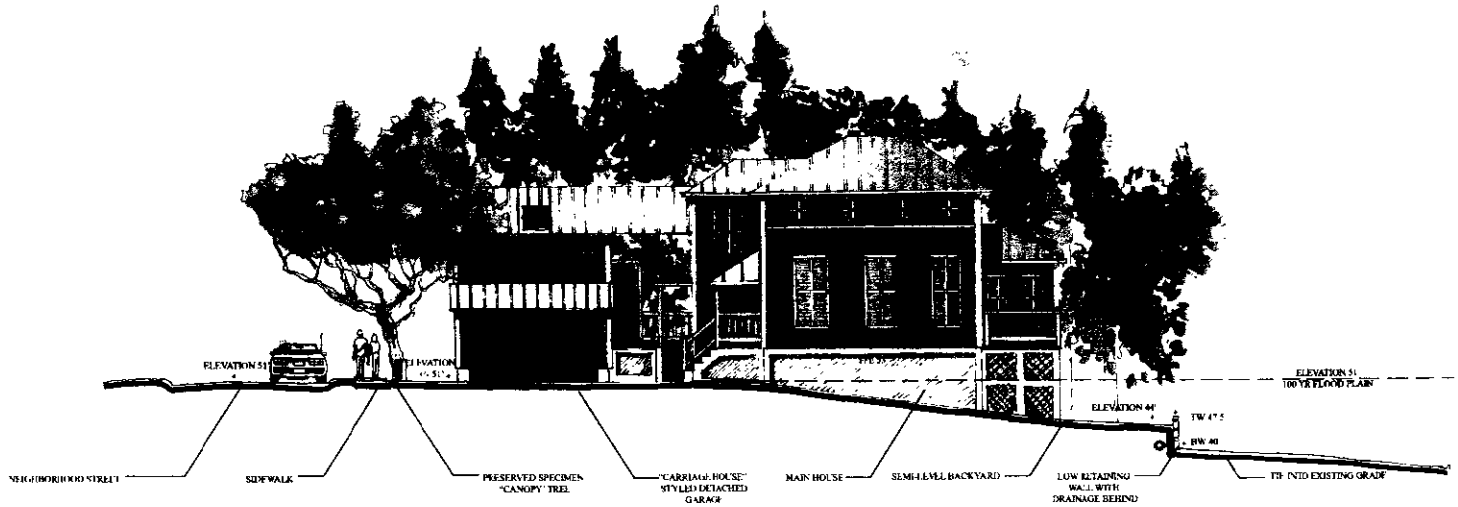
ARCHIVE
DATE 10/12/05
FILE # 01-186
CONTRACT # 921.001
DRAWN BY JPF

SEAL

39

SHEET TITLE
LAKEFRONT LOT PLAN

SHEET
EXHIBIT 'B.4'



Typical Waterfront Residential Lot Section
At

FALLSCHASE

Leon County, Florida
October 11, 2005

*Conceptual residential section subject to change

Note: Applies in areas where allowed in development agreement.

Prepared For:

AIG BAKER

Prepared By:

Wood+Partners Inc.
Landscape Architects
Land Planners

EXHIBIT "B.5."

EXHIBIT "C"
DEVELOPMENT APPROVAL SUBMITTAL CHECKLIST

Preliminary Subdivision Plat/Non-Residential Site Plan

Submittal Verification Applicant	Staff		
___	___	1.	Location map of the phase within Fallschase;
___	___	2.	North arrow, graphic scale, date, and approval block;
___	___	3.	Proposed phase number or name;
___	___	4.	Name, address and telephone number of the developer, surveyor of record, and engineer of record;
___	___	5.	Boundary and area of phase, total number of lots, and density calculations or total square footage and type(s) of non-residential use(s);
___	___	6.	Contour lines;
___	___	7.	Existing natural and manmade features including, but not limited to, waterbodies, drainage channels, slopes;
___	___	8.	Right of way widths and names of existing and proposed streets and all existing and proposed easements;
___	___	9.	Lot layout, including lot lines with approximate dimensions, lot numbers, block letters, pedestrian way locations and any common open space areas within the phase;
___	___	10.	Conceptual utility and drainage plan;
___	___	11.	Landscape Plan; (non-residential and multi-family apartments only)
___	___	12.	Stormwater management plan;
___	___	13.	Parking, loading, and traffic circulation design with dimensions, pedestrian circulation, and any common open space areas within the phase (non-residential development only);

Note: A Natural Features Inventory and Environmental Impact Analyses are not required.

EXHIBIT "D"
FALLSCHASE DEVELOPMENT STANDARDS

I. Intent.

The standards set out herein shall apply to the Fallschase mixed-use development in Leon County, Florida ("Project") (*see* Exhibit B.1 entitled "Conceptual Master Plan"). In the event of a conflict between these standards and the County's existing Comprehensive Plan and LDRs, these standards shall prevail.

These specific requirements are established to recognize the vested development rights of the Fallschase DRI, and allow for the removal of a large part of the "Southern Property" from the developable area of the Project and the protection of this land for other public purposes; the relocation of previously approved development onto the area north of the Southern Property, and the protection of significant existing trees found in and adjacent to the Southern Property.

II. General Applicability.

These standards shall apply to the proposed development on the ± 696.3 acre Fallschase property located in Leon County, Florida, as described in Exhibit "A" ("Property") and will be applied during the site plan review and environmental permitting of the project.

III. Environmental Protection.

The following Preservation and Conservation features, as outlined by the Tallahassee/Leon County Comprehensive Plan and Leon County Land Development Code will be protected as follows:

A. Wetlands.

- Applicant will provide setbacks of 150 feet from the 30 foot contour line (adjacent to the Upper Lafayette sink hole).

- Correspondence from the Florida Department of Environmental Protection ("FDEP") dated January 9, 1997 indicates that the Fallschase Residential DRI is great-grandfathered under Section 373.421(7), *Florida Statutes*. As such, the pre-Henderson wetland line applies to this Property.

- Applicant will follow U.S. Army Corps of Engineers guidelines regarding wetland impacts.

- Applicant will place a portion of the Southern Property not approved for development (excluding lakefront lots), as depicted on Exhibit "B.4," in a conservation easement as provided in the Agreement.

B. **Topography/Slopes.**

- The development will preserve the natural, severe slopes that are greater than 1/4 acre in total area.

- Applicant will comply with Section 10-207(1) of the Leon County Code, entitled "sedimentation and erosion," in its entirety.

- Applicant will preserve a minimum of 25% of the total area of the Property in a natural condition.

C. **Archeological/Historical Resources.**

- Archaeological and historical sites will be studied and coordinated with the Department of State, Division of Historic Resources, regarding the location of significant resources.

D. **Listed Species.**

- A study of threatened and endangered species will be prepared by the Applicant and mitigation plans proposed where applicable.

E. **Stormwater.**

- Applicant will comply with the table set forth in Section 10-191(b) of the Leon County Code entitled "Watershed Conservation Measures."

- Applicant will plat easements for the conveyance of stormwater.

F. **BMPs for Conservation and Preservation Areas.**

- Applicant will restrict pesticides, herbicides and fertilizers in conservation and preservation areas pursuant to Section 10-213(2) of the Leon County Code.

G. **Floodplain Management.**

- Applicant will comply with Article XII of the Leon County Code, entitled "Floodplain Management," except for the area set forth in Exhibit "B.4," entitled "Lakefront Lot Plan."

IV. Landscape Area and Open Space Requirements.

A minimum of 15% of the total developed area shall be devoted to landscaping. The area comprising this 15% may be aggregated or distributed at the developers discretion and will include all buffers, interior landscape islands, setbacks and/or non-paved areas within the development parcel. This requirement shall apply only to the non-residential

and multi-family components of Fallschase. No requirement is applicable to single family development.

V. Landscape Standards for Perimeter and Interior Landscape Areas.

A minimum 10 foot buffer shall be established along all Property boundaries of the Fallschase development, including individual non-residential and multi-family components. This 10 foot area shall retain all existing trees 10 inches dbh or greater that are of good health, except where the existing grade of the land is higher than the adjacent roadway. Additional plantings may be added at the developer's discretion to provide further visual buffer between land use components and adjacent properties and may be planted in areas regraded to meet the roadway elevation.

Interior landscape areas within the non-residential and multi-family parking areas will include landscape islands and shade trees. One 3 inch dbh shade tree shall be provided within each landscape island. The number of landscape islands shall be calculated as one island for every 50 parking spaces and shall be located at the terminus of parking bays as determined by final parking lot design. Each island shall be a minimum dimension equivalent of one regular parking space.

VI. Uncomplimentary Land Use Buffers.

A 30 foot wide, heavily landscaped, evergreen vegetative uncomplimentary land use buffer shall be provided along the northern boundary of Weems Plantation and other adjacent lands (excluding internal components of Fallschase) where non-residential or multi-family development is proposed along the Property line of existing single–family residential development. This uncomplimentary land use buffer shall consist of either existing vegetation and/or be augmented to provide a double row of evergreen hedge material (measured at 36 inches in height at the time of planting) and one evergreen shade tree (3 inch dbh) per 25 linear feet measured along the existing uncomplimentary land use Property line. The location of the shade trees may be aggregated rather than planted at even intervals to achieve maximum visual screening.

VII. Reforestation Requirements.

All non-residential and multi-family components shall replant one 3 inch dbh evergreen shade tree for every tree removed in excess of 24 inches or greater. These replanted trees may be used to satisfy the interior landscape area requirements or buffer area requirements, or stormwater management facility requirements with regard to required trees.

The single family residential component shall replant one 3 inch dbh evergreen shade tree for every tree removed in excess of 24 inches or greater, for all roadways, stormwater management facilities, or other common areas, but exclusive of the future construction within each lot. These replanted trees may be used to satisfy the buffer area

requirements, or stormwater management facility requirements with regard to required trees

All existing trees 24 inches or greater that are incorporated into the design of the project shall be available as credit against such reforestation requirements on the basis of one 3 inch dbh tree credit for every protected tree 24 inches or greater.

VIII. Stormwater Management Facility Landscaping.

All stormwater management treatment facilities will provide one 3 inch dbh evergreen shade tree for every 25 linear feet of pond perimeter as measured at the top of the pond berm. These shade trees may be aggregated rather than planted at even intervals at the discretion of the developer.

Fencing of the stormwater management facility shall be provided when side slopes exceed 3:1 and a double row of evergreen hedge material shall be planted outside the required fence. Where these facilities are designed to integrate with paved areas and structural walls as a component of the pond design, fencing will not be required.

The entire area of the stormwater management facility shall be available as credit for meeting the 15% landscape area requirements of any non-residential or multi-family component.

IX. Conflict Resolution.

In the event that any County regulation conflicts with the development approved in the Agreement, the Conceptual Master Plan, the PUD Plan, or the Final Development Plan, and such conflict cannot be resolved by reference to the Fallschase Development Standards set forth above, the parties will confer and agree on a development standard that will allow completion of the development consistent with the Conceptual Master Plan, the PUD Plan, or the Final Development Plan.

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Exhibit "E"
Transportation Improvements To Be Funded and Completed by Developer

Mahan Road – Construct a full signalized access at the western entrance to the Fallschase property. Construct right-in, right-out access at the approximate location shown on the Conceptual Commercial and Mixed Use Site Plan frontage on Mahan Road. Add required traffic acceleration/deceleration and turn lanes on Mahan Road along the frontage of the Fallschase property as warranted for Fallschase traffic.

Buck Lake Road – Donate the right-of-way required for the widening of Buck Lake Road to the eastern boundary of the northern 13 acre parcel that is a part of Fallschase, and donate one-half of the right-of-way required for the widening of Buck Lake Road from that point, east to the eastern boundary of the parcel that is part of Fallschase. Such donations of property shall exclude properties not owned as a part of Fallschase.

The Applicant will widen Buck Lake Road to add a third west bound left-turn lane, and will extend the four-lane portion of Buck Lake Road in areas depicted on Exhibit E.1.

The Applicant will relocate the existing median cut on Buck Lake Road and add three access points east along Buck Lake Road as shown of Exhibit E.1. Applicant may also improve, signalize and relocate the main entrance to Fallschase.

Weems Road – Applicant will make improvements to Weems Road to accommodate an entrance to the western side of Fallschase, so long as the right-of-way is sufficient to make such improvements. Applicant will not be required to acquire or fund the cost of this additional right-of-way for the installation of these contemplated improvements.

Note: As to all of the improvements described above, the Applicant assumes no responsibility to acquire or bear the cost of land for needed right of way. The Applicant's obligation to provide right of way shall be limited to land that the Applicant owns.

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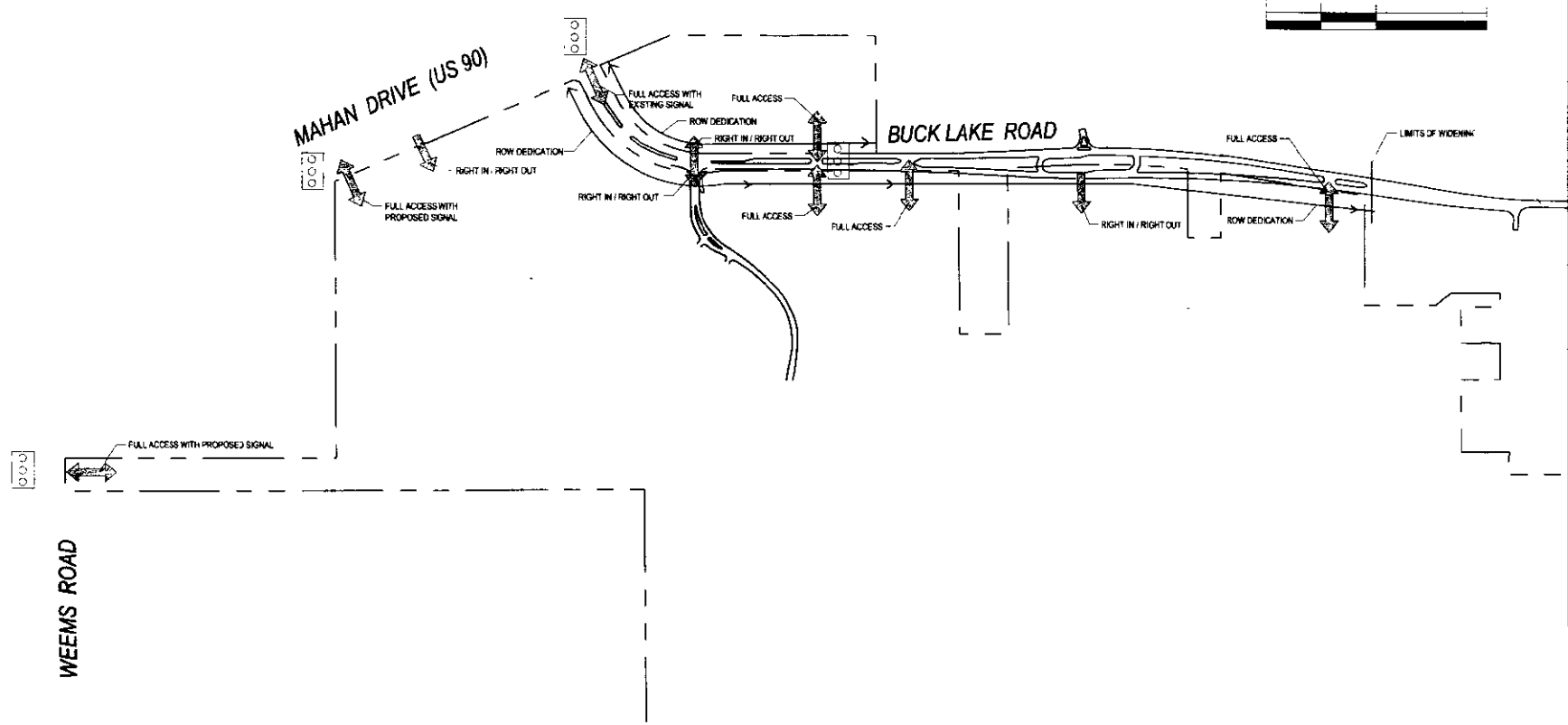
Attachment 1
Page 35 37

NOTES

1. TURN LANE AND MEDIAN LOCATIONS ARE DEPICTED BASED ON PLANNED BUCK LAKE ROAD WIDENING AND MODIFIED AS DEPICTED BELOW.

2. THE NEED FOR TURN LANES AND TRAFFIC SIGNALS TO SERVE PROJECT ACCESS POINTS WILL BE BASED ON WARRANT STUDIES AT THE TIME OF SITE PLAN REVIEW



THIS IS NOT A SURVEY

This planning map has been prepared using a composite of the best available survey and GIS information. This map is to be used for planning purposes only, and is subject to changes and modifications.

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MooreBass CONSULTING
TALLAHASSEE ATLANTA COLUMBUS
www.moorebass.com

PROJECT NAME
FALLSCHASE DEVELOPMENT AGREEMENT

CLIENT NAME
COMPLETED BY FALLSCHASE

REVISIONS

MB

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ARCHIVE
DATE 10/12/06
FILE # 01-106
CONTRACT # 001.001
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SEAL

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SHEET TITLE
TRANSPORTATION IMPROVEMENTS TO BE FUNDED AND COMPLETED DEVELOPER

SHEET
EXHIBIT 'E'.1

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CONSULTING
Land Use Planning • Engineering Design • Environmental Permitting • Landscape Architecture • Surveying

EXHIBIT "F"
LEGAL DESCRIPTION OF OLD BUCK LAKE ROAD

DESCRIPTION 1.81 Acres±:

A parcel of land containing 1.81 acres, more or less, located in the Northeast Quarter of Section 27 and the Southeast Quarter of Section 22, Township 1 North, Range 1 East, Leon County, Florida, and being more particularly described as follows:

BEGIN at a concrete monument marking the Northwest corner of the Southeast Quarter of the Northeast Quarter, also being the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 27, Township 1 North, Range 1 East, Leon County, Florida, and run South 89 degrees 47 minutes 15 seconds West 296.81 feet to a found concrete monument (#1254); thence South 89 degrees 49 minutes 25 seconds West 1101.60 feet to a found 1/2" iron pin; thence North 00 degrees 05 minutes 23 seconds West 1231.36 feet to a found concrete monument (#6988) lying on the new southerly right of way of S.R.#10 (Mahan Drive - U.S. Hwy. 90) (paved right of way varies); thence North 67 degrees 19 minutes 30 seconds East along said right of way boundary 127.13 feet to a found concrete monument (#6988) lying on the south right of way boundary of Old Buck Lake Road (80-foot wide right of way) and the POINT OF BEGINNING; From said POINT OF BEGINNING leaving said new southerly right of way of S.R.#10 (Mahan Drive - U.S. Hwy. 90) run South 89 degrees 58 minutes 46 seconds East along the south right of way boundary of said Old Buck Lake Road for a distance of 1055.25 feet to a found concrete monument (#1254) lying on a curve concave Southwesterly and having a radius of 50.00 feet; thence Northwesterly along said curve through a central angle of 193 degrees 40 minutes 57 seconds for an arc distance of 169.02 feet, (chord of said arc being North 36 degrees 28 minutes 20 seconds West 99.29 feet) to a found concrete monument (#1254); thence North 89 degree 59 minutes 16 seconds West 805.27 feet to a point lying on the new southerly right of way of S.R.#10 (Mahan Drive - U.S. Hwy. 90) (paved right of way varies); thence leaving said north right of way boundary of said Old Buck Lake Road run South 67 degrees 15 minutes 25 seconds West along said new southerly right of way of S.R.#10 (Mahan Drive - U.S. Hwy. 90) a distance of 207.06 feet to the POINT OF BEGINNING, containing 1.81 acres, more or less.

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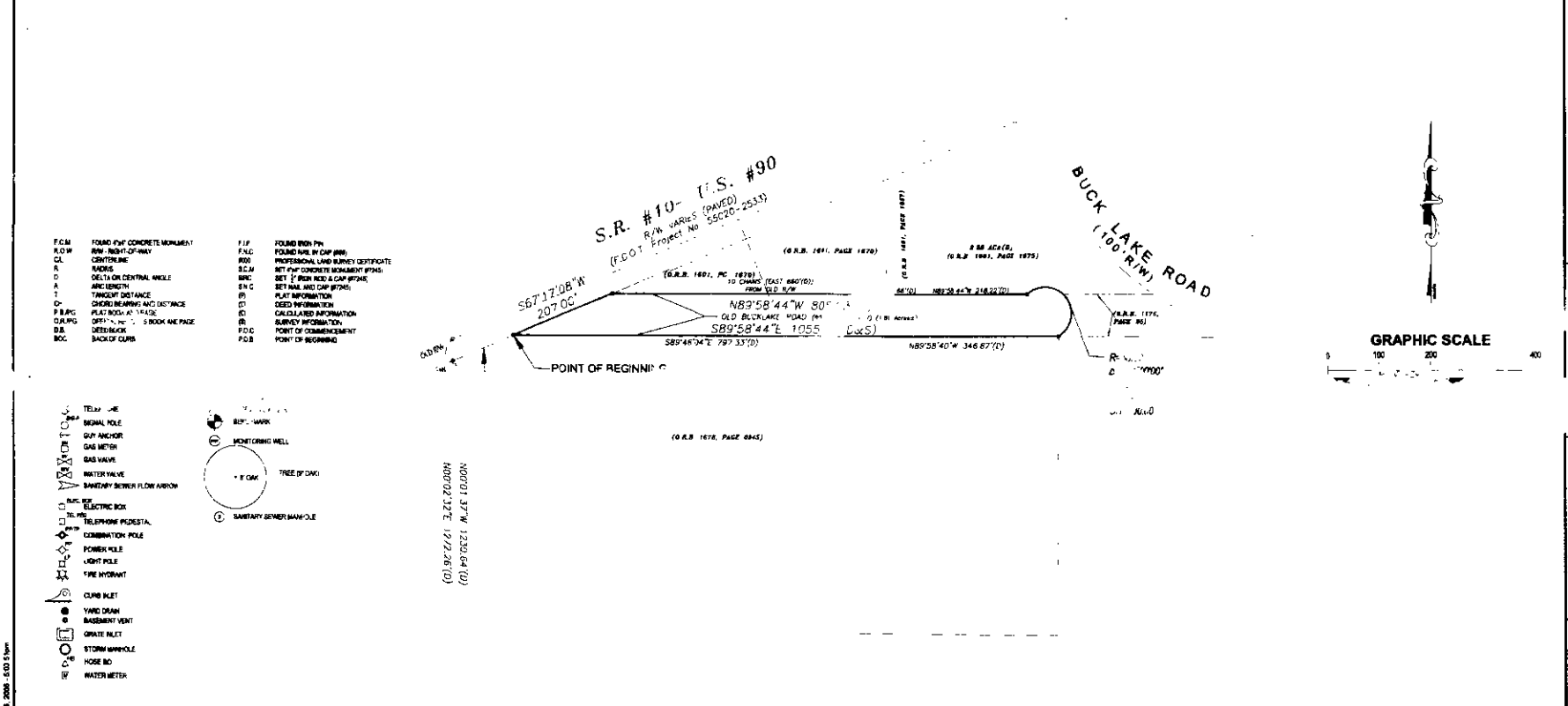

THIS IS NOT A BOUNDARY SURVEY

Moore Bass CONSULTING

NAME: CHABE DEVELOPMENT AGREEMENT

ALLSCHASE

REVISIONS

MB

8211-EXHIBIT-I.dwg

ARCHIVE

DATE 05/14/05

FILE # 01-108

CONTRACT # 821.003

DRAWN BY BIG

SEAL

39

SHEET TITLE

BOUNDARY MAP OF OLD BUCK LAKE ROAD

SHEET

EXHIBIT "6"

Larry D. Bass
Registered Florida Surveyor No 5254

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