

RESOLUTION NO. 1368

THE SCHOOL BOARD OF NASSAU COUNTY, FLORIDA, a body corporate under Florida Statutes, does hereby adopt the following Resolution in a duly noticed public meeting:

WHEREAS, the School Board of Nassau County, Florida (hereafter referred to as the “Board”), has reviewed and considered the residential school mitigation requirements set forth in the proposed Development Order for the Detailed Specific Area Plan #2 for the East Nassau Community Planning Area (hereafter referred to as “ENCPA”); and

WHEREAS, the Board does hereby determine that the school mitigation procedures set forth in the proposed Development Order are proper and necessary in order to manage and mitigate the effects upon the School District generated by new residential development within the ENCPA, and

WHEREAS, the School Board of Nassau County, Florida held a public hearing on this date and approved the aforementioned school mitigation requirements which are attached to this Resolution as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Nassau County, Florida that:

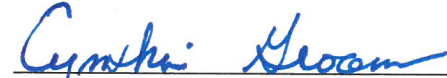
- A) The above recitals are hereby incorporated into the body of this Resolution and are adopted as Findings of Fact.
- B) The School Board of Nassau County, Florida has determined that the school mitigation requirements set forth in the attached Exhibit “A” should be incorporated into the Development Order for the Detailed Specific Area Plan #2 for the East Nassau Community Planning Area.

C) This Resolution shall be spread upon the minutes of the Nassau County School Board.

D) A copy of this resolution shall be transmitted to the Board of County Commissioners for Nassau County.

IN WITNESS WHEREOF, the undersigned School Board of Nassau County, Florida duly adopts this Resolution effective this 26th day of October, 2023.

THE SCHOOL BOARD OF
NASSAU COUNTY, FLORIDA



CYNTHIA GROOMS, Ed.D.
CHAIRWOMAN
NASSAU COUNTY SCHOOL BOARD

Attest as to the Chairwoman's Signature:



KATHY K. BURNS, Ed.D.
SUPERINTENDENT
NASSAU COUNTY SCHOOL DISTRICT



BRETT L. STEGER, Esq.
ATTORNEY
NASSAU COUNTY SCHOOL BOARD

15. Schools

- a. The Developer will mitigate or cause to be mitigated school impacts to the Nassau County School District (“School District”) for the DSAP residential units developed within the Property consistent with this Development Condition and the following (as they may be amended): the 2008 Amended Interlocal Agreement for Public School Facility Planning between the County, School Board of Nassau County and other local governments; the Comprehensive Plan; Nassau County Comprehensive Impact Fee Ordinance (“Impact Fee Ordinance”) as it relates to educational system impact fees; and Sections 163.3180(6) and 163.31801, Florida Statutes, (collectively, the “School Mitigation Regulations”).
- b. The School District’s School Board approved the DSAP residential school mitigation set forth in this Development Condition at its October 26, 2023, School Board meeting.
- c. In partial satisfaction of the anticipated school impacts from the DSAP residential units to be developed within the Property and the level of service standards in the School Mitigation Regulations, the Developer shall convey or cause to be conveyed the following lands consisting of developable acres (as defined below) within the Property to the School District for five (5) potential school sites, as described below and generally depicted on **Exhibit G** as S-1 through S-5 (“School Sites”) and provide or cause the provision of Utilities and Access as defined and set forth below. The dedication of land for each of the School Sites shall be subject to a conveyance agreement between the Developer and the School District (“Conveyance Agreement”). The School District is responsible for any necessary applications, permits and approvals for it to develop and construct any of the School Sites described herein. For purposes of Development Conditions 15 and 16, “developable acres” means uplands and those lands within the Property in which the Developer has obtained wetland impact permits or caused to be permitted wetland impacts.
 - i. Within ninety (90) days from the DSAP Development Order Effective Date and the expiration of all appeal periods or final resolution of any appeal on the DSAP Development Order or at such later time as directed



in writing by the School District, the Developer shall dedicate or cause to be dedicated to the School District land consisting of not less than 100 developable acres within the Property for a potential school site(s) located adjacent to U.S. 17 as generally depicted on **Exhibit G** as S-3 and S-4.

- ii. Unless a later time for conveyance has been directed in writing by the School District, at the earliest of either ninety (90) days from the approval by the County of a PDP (subject to the expiration of all appeal periods or final resolution of any appeal relating to the PDP) within this DSAP that approves the 2,500th residential unit within this DSAP, or upon site engineering plan approval for the roadway segment within the Property that provides access to the site boundary, the Developer shall dedicate or cause to be dedicated to the School District land consisting of not less than 30 developable acres within the Property for a potential school site as generally depicted on **Exhibit G** as S-1.
- iii. Unless a later time for conveyance has been directed in writing by the School District, at the earliest of either ninety (90) days from the approval by the County of a PDP (subject to the expiration of all appeal periods or final resolution of any appeal relating to the PDP) within this DSAP that approves the 5,000th residential unit within this DSAP, or upon site engineering plan approval for the roadway segment that provides access to the site boundary, the Developer shall dedicate or cause to be dedicated to the School District land consisting of not less than 30 developable acres within the Property for a potential school site as generally depicted on **Exhibit G** as S-2.
- iv. Unless a later time for conveyance has been directed in writing by the School District, at the earliest of either ninety (90) days from the approval by the County of a PDP (subject to the expiration of all appeal periods or final resolution of any appeal relating to the PDP) within this DSAP that approves the 9,582nd residential unit within this DSAP, or upon site

<p>engineering plan approval for the roadway segment that provides access to the site boundary, the Developer shall dedicate or cause to be dedicated to the School District land consisting of not less than 30 developable acres within the Property for a potential school site as generally depicted on Exhibit G as S-5.</p> <p>d. Water, sewer, electric, road access, and trails or pathways shall be provided or caused to be provided by the Developer to the boundary of those properties on Exhibit G labeled as School Sites S-1, S-2 and S-5 such that general contractors constructing each of these potential School Sites need only connect to those facilities at the boundary of each property. Additionally, if cable, telephone, and fiber optic cable for internet access is being installed within the PDP where the School Site is located, then those utilities shall also be provided or caused to be provided by the Developer to the boundary of the applicable School Site such that general contractors constructing each of the potential School Sites need only connect to those facilities at the boundary of each property. Collectively, the water, sewer, electric, road access, and trails or pathways and, if applicable as set forth in this Development Order, the cable, telephone, and fiber optic cable shall be referred to as “Utilities and Access.” The School District (at its expense) shall be responsible for connecting to the Utilities and Access and development of them on each site. Given that the School Sites identified on Exhibit G as S-3 and S-4 have direct access from U.S. 17, the School District (at its expense) shall provide the Utilities and Access for these lands. All School Sites shall have primary access from the internal DSAP roadway network. Under no circumstance shall the County be responsible for providing Utilities and Access to any of the School Sites.</p> <p>e. In the Conveyance Agreement for any of the School Sites and/or provision of Utilities and Access by the Developer, the Developer and the School District will agree (i) on the final location of the applicable School Site, (ii) on the timing of the Developer providing the Utilities and Access to School Sites S-1, S-2, and S-5, (iii) to the fair market value of the School Sites being conveyed and the Utilities and Access being provided consistent with the School Mitigation Regulations and this Development Condition and (iv) the educational purposes (e.g. school, administrative offices) for</p>	
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which the School Sites lands will be used. The School District will issue a letter or other mutually agreed to document to the Developer and the County that sets forth said value in (iii) above ("School Credit Letter"). The Developer may then use the value (or portion thereof) in the School Credit Letter as a credit toward any school mitigation necessitated by the DSAP residential units, including mitigation required to satisfy school concurrency in a Proportionate Share Mitigation Agreement (defined below) and credit toward educational system impact fees. For so long as credits in a School Credit Letter are available, the Developer may use or issue a residential builder a Voucher for some or all of the credits ("Voucher"). Upon submittal of a Voucher to the County and/or School District, the entities will deduct the amount of the Voucher from the School Credit Letter. The credits or value set forth in any School Credit Letter will not expire until utilized.

- f. With each plat or site engineering plan (as applicable) application submitted to the County that includes DSAP residential units, the Developer will submit or cause to be submitted a school impact analysis form (a/k/a school concurrency application(s)) to the County for said units consistent with the procedures in the School Mitigation Regulations then existing. To the extent the school impact analysis determines school mitigation is required to satisfy public school concurrency mitigation for the DSAP residential units undergoing County plat or site engineering plan review, the County, the School District, and the Developer or a DSAP residential builder, as applicable, will enter into a school proportionate share mitigation agreement consistent with the School Mitigation Regulations existing at that time and this Development Condition ("Proportionate Share Mitigation Agreement"). If additional school mitigation is required above the conveyance of the School Sites and provision of the applicable Utilities and Access to mitigate for DSAP residential units then the Proportionate Share Agreement(s) will provide the type of mitigation (e.g., school construction or expansion, payment of proportionate share mitigation cost) to mitigate for the applicable DSAP school impacts, the timing of the mitigation, whether any School Credit Letter or Voucher will be applied to any mitigation, and other relevant matters.

- g. In no event shall the Developer or a DSAP residential builder be required to mitigate for school impacts in excess of the applicable DSAP residential impact as determined by the School Mitigation Regulations existing at the time of submittal of a school impact analysis form. Nothing in this Development Condition is intended to waive the ability of the Developer to obtain educational system impact fee credits for any type of school mitigation, including the School Sites land conveyances and provisions of Utilities and Access; provided, however, that the Developer shall receive mobility fee credits (or reimbursement) per the Mobility Fee Agreement and not credit for either public school concurrency or educational system impact fees for any ENCPA Mobility Network improvements providing Access to the identified School Sites.
- h. The School District may change the type of school to be constructed on any of the School Sites lands described herein. However, a change by the School District in the type of school constructed shall not result in a modification to the DSAP Development Order nor to the amount of developable acres by more than fifteen (15) developable acres from that which is to be dedicated for the applicable School Site(s) as set forth herein. If, after the dedication of the applicable School Sites land(s) by Developer, the School District changes or modifies the type(s) of school(s) to be constructed, the Developer is not required to provide any additional developable acres to the School District as a result of the change nor modify the DSAP Development Order or applicable Conveyance Agreement.
- i. The School District may submit a written request to the Developer to dedicate or cause to be dedicated any of the School Sites prior to the applicable conveyance due date set forth herein. In such event, the Developer will dedicate the applicable School Site to the School District provided the School District demonstrates in the written request that funding for the applicable school improvements, including infrastructure and school facilities, is identified as a funded project in the School District's five-year Educational Plant Survey. The School District and the Developer will mutually agree in writing as to the accelerated conveyance date in a Conveyance Agreement. The Developer is not required to provide permanent Utilities and Access to the School Sites until the date set forth in the applicable Conveyance Agreement and prior to this date the School District

(at its expense) is responsible for any temporary Utilities and Access and any other items needed to temporarily provide public access to the applicable School Site. The School District and the Developer must mutually agree in the applicable Conveyance Agreement as to the location, design and construction of any temporary Utilities and Access within this DSAP.

- j. Provided the Developer satisfies or causes to be satisfied the conditions in this Development Condition 15, no additional land dedication for School Sites is required as a result of residential impacts from this DSAP.
- k. The Developer shall receive educational system impact fee credits for any DSAP school mitigation provided in accordance with a School Site Conveyance Agreement or Proportionate Share Agreement, including, but not limited to the land dedication of the School Sites, on a dollar-for-dollar basis at fair market value consistent with the School Mitigation Regulations then existing and Development Condition 19. The amount of the educational system impact fee credits shall be determined in accordance with Code of Ordinances Chapter 34, Section 34-66 of the Impact Fee Ordinance and Sections 163.3180 and 163.31801, Florida Statutes, then existing. It is the express intent of the County, the School District and the Developer that any educational system impact fees due as a result of residential development within the DSAP are to be calculated at the time of building permit issuance for each applicable residential unit. Nothing herein will prevent the County or the School District from raising, lowering or eliminating the educational system impact fee.
- l. The dedication of land as set forth herein is a condition of development and based on the assumption that none of the DSAP residential units are age restricted or housing for older persons as defined in the School Mitigation Regulations and thereby exempt from school concurrency and educational system impact fees. Notwithstanding this, nothing in this DSAP Development Order is intended to modify the existing law exempting age restricted or housing for older persons communities from educational system impact fees or school concurrency. No educational system impact fee or school concurrency mitigation is owed under this DSAP Development Order as a result of constructing age

restricted or housing for older person communities within the DSAP, provided said communities meet all requirements set forth in Florida Statutes, federal law and in the applicable School Mitigation Regulations then in effect at the time a building permit is issued.

