

ORDINANCE NO. 2023-__

EAST NASSAU COMMUNITY PLANNING AREA

DETAILED SPECIFIC AREA PLAN (DSAP) #2 DEVELOPMENT ORDER

[November 8, 2023]

AN ORDINANCE OF THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS ADOPTING THE DETAILED SPECIFIC AREA PLAN (DSAP) #2 DEVELOPMENT ORDER FOR THE EAST NASSAU COMMUNITY PLANNING AREA, ESTABLISHED UNDER CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR FINDINGS OF FACTS AND CONCLUSIONS OF LAW; PROVIDING FOR DEVELOPMENT CONDITIONS; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, pursuant to Section 163.3245(3), Florida Statutes, sector planning encompasses two levels: (1) adoption of a long-term master plan for the entire planning area as a part of the comprehensive plan, and (2) adoption by local development order of two (2) or more detailed specific area plans that implement the long term master plan; and

WHEREAS, on August 2, 2011, the State of Florida, Department of Community Affairs (n/k/a Florida Department of Commerce), and the Nassau County Board of County Commissioners (“Board”), entered into a Long Term Master Plan Conversion Agreement (“Conversion Agreement”) for the East Nassau Community Planning Area (“ENCPA”) pursuant to Section 163.3245(10), Florida Statutes; and

WHEREAS, the Conversion Agreement designated the ENCPA as a long-term master plan consisting of a proposed mixed use development on approximately 23,570 acres located near Yulee in Nassau County, Florida (the “ENCPA Property”); and

WHEREAS, the Nassau County 2030 Comprehensive Plan (the “Comprehensive Plan”) includes provisions for the ENCPA; and

WHEREAS, on December 17, 2012, the Board adopted Ordinance 2012-39, as clarified by Resolution 2015-77, rezoning the ENCPA Property to “Planned Development for East Nassau Community Planning Area” (the “PD-ENCPA”); and

WHEREAS, on June 24, 2013, the Board adopted a development agreement between Nassau County, Florida, (“County”) and TerraPointe LLC now known as Raydient LLC d/b/a Raydient Places + Properties LLC (“Raydient”), pursuant to a merger and name change, and other landowners, establishing a Mobility Fee Agreement, as amended on July 20, 2015, October 25, 2021, and as may be further amended (the “Mobility Fee Agreement”); and

WHEREAS, the Mobility Fee Agreement provides the program to mitigate ENCPA development transportation/mobility impacts and creates a funding mechanism for such mitigation; and

WHEREAS, on June 24, 2013, the Board adopted Ordinance 2013-10, approving the use of tax increment revenues and establishing an ENCPA Mobility Network Fund to support and subsidize the mobility fee program within the ENCPA, and said ordinance was modified by Ordinance 2015-08, Ordinance 2021-17, and as may be further amended; and

WHEREAS, on or about October 26, 2021, Raydient submitted an application for the East Nassau Community Planning Area Detailed Specific Area Plan #2, which application was subsequently updated and revised on March 18, 2022, June 6, 2022, April 25, 2023, August 14, 2023, September 22, 2023, and October 23, 2023 (the “DSAP”); and

WHEREAS, the DSAP lands are located within the ENCPA and consist of approximately 14,879 acres as described in **Exhibit A** (the “Property”) and as generally depicted in **Exhibit B** (the “DSAP Master Land Use Plan”); and

WHEREAS, Raydient is the owner of record and master developer for the Property and for purposes of this DSAP Development Order the terms “Applicant” and “Developer” shall include Raydient and its affiliates and/or subsidiaries that may in the future own property in the DSAP and said terms may be used interchangeably;

WHEREAS, this document is the ENCPA DSAP Development Order, which includes the **Exhibits** attached hereto, and may be referred to as “DSAP Development Order” and “Development Order”;

WHEREAS, the Applicant has duly provided copies of the original and amended and updated DSAP Document (defined below) to the reviewing agencies pursuant to Section 163.3245(3)(f), Florida Statutes; and

WHEREAS, the County Planning and Zoning Board conducted a public hearing duly noticed on November 7, 2023, and found that the DSAP Document and this DSAP Development Order are consistent with Section 163.3245, Florida Statutes, the Comprehensive Plan (including the ENCPA Master Land Use Plan), the PD-ENCPA and the Nassau County Code of Ordinances (“Code of Ordinances”), including the Land Development Code (“LDC”), specifically LDC Article 27, and recommended approval of the DSAP Document and this DSAP Development Order to the Board; and

WHEREAS, the Board, in a public hearing duly noticed, constituted, and assembled on November 27, 2023, considered the proposed DSAP Document and this DSAP Development Order, the report and recommendations of the County staff, comments from the applicable state agencies as set forth in Section 163.3245(3)(f), Florida Statutes, and the documents and comments made before the Board, and afforded the public and all affected parties an opportunity to be heard and to present evidence; and

WHEREAS, the Board finds that the DSAP Document and this DSAP Development Order, which incorporates the above Whereas clauses in the Recitals, are consistent with Section 163.3245, Florida Statutes, the Comprehensive Plan (including the ENCPA Master Land Use Plan), the PD-ENCPA, the Code of Ordinances, and the LDC, including Article 27.

NOW, THEREFORE, BE IT ORDAINED by the Nassau County Board of County Commissioners, that the DSAP Development Order and the DSAP Document are hereby approved and the Property shall be developed in the manner described herein.

SECTION 1. FINDINGS OF FACTS AND CONCLUSIONS OF LAW

The Nassau County Board of County Commissioners hereby makes the following findings of facts and conclusions of law:

- a. The DSAP Document and the DSAP Development Order are consistent with Section 163.3245, Florida Statutes; and

- b. The DSAP Document and the DSAP Development Order are consistent with the Comprehensive Plan, including the policies relating to the ENCPA/long term master plan and the ENCPA Master Land Use Plan Map (FLUMs-6), the PD-ENCPA, and the Code of Ordinances, including the LDC.

SECTION 2. DEVELOPMENT CONDITIONS

1. **Application for Development Approval and DSAP Development Order.** The Property shall be developed in accordance with (i) the County Comprehensive Plan and specifically Objective FL.13, as may be amended from time to time, except that any changes to the level of service standards or mitigation provisions for transportation/mobility; regional, community and/or neighborhood parks; and fire rescue and law enforcement shall not require additional mitigation over that set forth in this Development Order, (ii) the DSAP Master Land Use Plan, which is attached hereto as **Exhibit B**, (iii) the DSAP application for the East Nassau Community Planning Area Detailed Specific Area Plan #2, which includes Appendices A – C and Attachment 1, dated October 23, 2023 attached hereto as **Exhibit C** (collectively the “DSAP Document”), and (iv) this DSAP Development Order. The aforementioned items are on file at the County Planning Department.
2. **Land Use Sub-Categories.** The ENCPA Land Use Sub-Categories (a/k/a Land Use Sub-Category(ies)) allowed within the DSAP consist of Residential Neighborhood (“RN”), Village Center (“VC”) which includes a portion of one of the US 17 Transit Oriented Developments (“TOD”) overlay, Resort Development (“RD”) and Conservation Habitat Network (“CHN”) in the areas generally depicted on the DSAP Master Land Use Plan attached hereto as **Exhibit B** and the mix of uses within the Land Use Sub-Categories are as follows:

Land Use Sub-Category	Acres	Residential Units	Minimum Nonresidential Square Footage
Village Center (which includes a portion of a TOD)	429 ± acres	2,331 units	700,000 sq. ft.
Resort Development	943 ± acres	3,289 units	400,000 sq. ft.
RN Tier 1	744 ± acres	1,886 units	150,000 sq. ft.
RN Tier 2	3,855 ± acres	6,972 units	
RN Tier 3	1,859± acres	466 units	
Conservation Habitat Network	7,049 ± acres	0 units	N/A.
TOTAL	14,879 ± acres	14,944 units	1,250,000 sq. ft.

Notwithstanding the above mix of uses, the allowed mix of uses within the DSAP is up to 14,944 residential units and 1,413,324 nonresidential square feet, subject to DSAP Development Order Development Condition 4 below and the DSAP 2 Use Type Equivalency Table attached as **Exhibit D**. The above total minimum nonresidential square footage will be developed within the DSAP by the DSAP buildout date.

For purposes of this DSAP, density and intensity for the Residential Neighborhood Tier 1 and Tier 2 Land Use Sub-Categories shall be measured over the entire applicable Land Use Sub-Category within each Preliminary Development Plan (“PDP”). As an example, the Residential Neighborhood Tier 1 density in PDP X will be measured over the total PDP X Residential Neighborhood Tier 1 acreage with that Land Use Sub-Category considered as one development site per Comprehensive Plan Policy FL.13.02. For the purposes of this

DSAP, density and intensity for the Residential Neighborhood Tier 3 and Resort Development Land Use Sub-Categories shall be measured over the entire Property with each Land Use Sub-Category considered as one development site per Comprehensive Plan Policy FL.13.02. As an example, density for Residential Neighborhood Tier 3 shall be measured over the entire DSAP Residential Neighborhood Tier 3 acreage. For the purposes of this DSAP, density and intensity for the Village Center Land Use Sub-Category shall be measured separately for each individual Village Center.

The development of any public school, public park, public recreation, fire station, or common open space area shall be considered institutional type uses and not be included in the above mix of residential units or nonresidential development square footage for development purposes.

a. Residential Neighborhood (“RN”): The RN Land Use Sub-Category is divided into three (3) tiers organized around Village Centers and allows the development of Neighborhood Centers (“NC”). The minimum average net density within Tier 1 is 5 units per acre with no maximum average net density. The minimum average net density within Tier 2 is 2.5 units per acre with no maximum average net density. There is no minimum average net density within Tier 3 but the maximum average net density within Tier 3 is 0.50 units per acre when residential units are clustered and 1 unit per 10 gross developable acres when not clustered. An NC area or areas may be located within the RN area(s) to serve as a neighborhood focal point. Uses allowed within the RN Land Use Sub-Category are set forth in Section 4 of the DSAP Document attached as **Exhibit C** and Comprehensive Plan Objective FL.13, specifically Policy FL.13.07.

i. The general development guidelines for the DSAP RN and NC areas are set forth in Comprehensive Plan Objective FL.13, specifically Policy FL.13.07.

ii. In addition to the general development guidelines, additional development standards for the RN Land Use Sub-Category are set forth in Section 4 of the DSAP Document.

b. Village Center (“VC”): The VC Land Use Sub-Category, including the portion subject to the TOD overlay, is intended to include higher density and intensity

mixed use areas to support residential neighborhoods. Given this, a minimum of 40% of the net acreage of each VC (i.e., less stormwater pond(s), wetlands, any other undeveloped lands, and roadway(s)) within the Property shall be developed as mixed use or nonresidential. Six (6) VCs are proposed within the DSAP and are generally located as depicted on the DSAP Master Land Use Plan attached hereto as **Exhibit B**. The VC locations will support the needs of the ENCPA residents and visitors and meet the general location requirements with the RN areas consistent with Comprehensive Plan Objective FL.13, specifically Policy 13.07. The minimum average net density for residential uses within the VC is 7 units per acre and the maximum average net density is 20 units per acre. Uses allowed within the VC Land Use Sub-Category, including the portion subject to the TOD overlay, are set forth in Section 4 of the DSAP Document attached as **Exhibit C** and Comprehensive Plan Objective FL.13, specifically Policy FL.13.06 and Policy FL.13.07, as applicable. The general development guidelines for the VC area are specified in Comprehensive Plan Objective FL.13, specifically Policy FL.13.07, and additional development standards are set forth in Section 4 of the DSAP Document. For purposes of calculating the percentage of block types set forth in Comprehensive Plan Policy FL.13.06 for the TOD overlay areas, the percentages shall be measured and applied separately to each of the two (2) TOD overlay areas within the ENCPA. In order to facilitate a future public transit system(s) within the County, nothing in this DSAP Development Order shall limit the potential for the establishment by a third party of commuter or light rail station(s) within the TOD overlay.

- c. Resort Development (“RD”): The RD Land Use Sub-Category is intended to have a mix of uses. The minimum average net density for residential uses within the RD is 4 units per acre and the maximum average net density is 20 units per acre. Uses allowed within the RD Land Use Sub-Category are set forth in Section 4 of the DSAP Document attached as **Exhibit C** and Comprehensive Plan Objective FL.13, and specifically Policy 13.07. The general development guidelines for the RD areas are specified in Comprehensive Plan Objective FL.13, and specifically Policy

FL.13.07 and additional general development standards are set forth in Section 4 of the DSAP Document.

- d. Conservation Habitat Network (“CHN”): The CHN allowed uses and development conditions are set forth in Development Condition 6 below.
 - e. Model Homes: In portions of the Property in which horizontal infrastructure is not completed (as defined by County approval of as-builts) but a PDP and site engineering plans for horizontal development have been approved by the County, the applicable builder may enter into a model home agreement with the County to construct model homes consistent with the County regulation governing model home construction in effect at the time of horizontal site engineering plan approval.
3. **Buildout.** The DSAP buildout date required by Section 163.3245(5)(d), Florida Statutes, is December 31, 2052. The buildout date, downzoning protection date and any other such deadlines within this DSAP Development Order, may be tolled and/or extended as provided in state and local law and shall be tolled during the period of any appeal pursuant to Section 163.3245, Florida Statutes, or during the pendency of administrative or judicial proceedings relating to approval of the DSAP Document and the DSAP Development Order.
4. **Use Type Conversion.** The Developer may increase or decrease the amount of a particular type of use, provided for on the DSAP 2 Use Type Equivalency Table attached as **Exhibit D**, without filing an amendment, adjustment or other modification to the DSAP Document or this DSAP Development Order, provided that (i) such changes (a/k/a conversion) are consistent with the DSAP 2 Use Type Equivalency Table attached as **Exhibit D** and this Development Condition 4 and (ii) at the time of election of a change under the DSAP 2 Use Type Equivalency Table, the Developer shall notify the County Planning Director of the election in writing at least thirty (30) days in advance. In no event shall residential or nonresidential development within the DSAP at buildout generate more than 13,308 net new external p.m. peak hour trips.

The purpose of the DSAP 2 Use Type Equivalency Table is to allow changes in the type of residential uses or nonresidential uses allowed within a Land Use Sub-Category while maintaining consistency in traffic generation across the DSAP. The DSAP 2 Use Type

Equivalency Table is not intended to nor will any conversion automatically change the underlying Land Use Sub-Categories on the DSAP 2 Master Land Use Plan. Given the above, any conversion per the DSAP 2 Use Type Equivalency Table will not result in a modification to any Land Use Sub-Category maximum or minimum units and/or square footage or acreage, the distribution of uses by Land Use Sub-Category in Comprehensive Plan Policy FL.13.12, the ENCPA jobs to housing balance in Comprehensive Plan Policy FL.13.11, or other similar types of ENCPA or DSAP 2 conditions. Further any change that requires an amendment or modification to the ENCPA Master Land Use Plan (e.g., change in Land Use Sub-Category) in order to develop a type of use in a specific area of the Property shall be processed in accordance with state and local law and such change shall not be made until the amendment or modification is approved. Provided that any conversion is consistent with the DSAP 2 Use Type Equivalency Table and this Development Order, no additional DSAP approvals shall be required with any use of the DSAP 2 Use Type Equivalency Table.

The DSAP 2 Use Type Equivalency Table allows the conversion of residential to residential uses within the same ENCPA Land Use Sub-Category as provided for in the Residential Conversion Table and nonresidential to nonresidential uses within the same ENCPA Land use Sub-Category as provided for in the Nonresidential Conversion Table all as set forth on **Exhibit D**. The conversion of residential to nonresidential uses or nonresidential to residential uses is not allowed within this DSAP. For purposes of the conversion of uses, “residential” shall mean those uses/categories set forth on the Residential Conversion Table and “nonresidential” shall mean those uses/categories set forth on the Nonresidential Conversion Table both as provided for in the DSAP 2 Use Type Equivalency Table at **Exhibit D**.

5. **Downzoning Protection.** Until December 31, 2052, the approved development as set forth in this DSAP Development Order is not subject to downzoning, unit density reduction, or intensity reduction, unless the Developer consents to such change or the County can reasonably demonstrate that implementation of the DSAP is not continuing in good faith based on standards established herein and in Comprehensive Plan Objective FL.13, that substantial changes in the conditions underlying the approval of the DSAP have occurred, that the DSAP was based on substantially inaccurate information provided

by the Applicant, or that the change is clearly established to be essential to the public health, safety, or welfare.

6. **Environmental.** Regionally significant natural resources have been identified and designated as part of the ENCPA CHN. The CHN located within the Property is subject to the following general guidelines and standards:
 - a. The CHN within the Property will consist of natural waterbodies, wetlands, buffers and other uplands that shall not be converted to development uses, except for a variety of passive and nature-oriented recreational uses which may include, but not be limited to, those uses set forth in this DSAP Development Order, Comprehensive Plan Objective FL.13 and associated Policies and Table 2.1 in the DSAP Document attached as **Exhibit C**.
 - b. At the time of filing any PDP application with the County for the Property or portion thereof, a management plan shall be submitted under separate cover to the County for (at a minimum) the CHN lands subject to the applicable PDP application. The management plan(s) will promote maintenance of native species diversity in the applicable area and may include provisions for controlled burns. The management plan(s) required per this subsection may be developed for one PDP or a combination of PDPs. For example, a management plan may be submitted to the County at the time an application for PDP X is submitted to the County and such plan will apply to the PDP X CHN lands and may also apply to lands outside the PDP X CHN lands. Implementation of the management plan(s) will be in conjunction with the applicable St. Johns River Water Management District (“SJRWMD”) environmental resource permit(s) and Comprehensive Plan Policy FL.13.07(A).
 - c. New roadway crossings of wildlife corridors within the CHN for development activity shall be permitted in conjunction with the design of the internal road network, but shall be minimized to the greatest extent practical. The road crossing types may be at grade, culverts, tunnels or other similar design. The exact location and type of any roadway crossing for wildlife corridors within the CHN will be based on final survey and engineering and determined at the time of site engineering plan submittal for the applicable roadway crossing.

- d. Road crossings within the CHN will be sized appropriately and incorporate fencing or other design features as may be necessary to direct wildlife to the roadway crossings and enhance effectiveness of such crossings.
- e. The East Nassau Environmental Education Program has been developed for the ENCPA CHN and submitted to the County. This program will be implemented for the Property in conjunction with one (1) or more property owners association(s), environmental group(s), or other community association or governmental agency (e.g., Stewardship District, etc.) so as to encourage protection of the wildlife and natural habitats incorporated within the CHN in this DSAP and the overall ENCPA.
- f. The boundaries of the CHN are identified on the DSAP Master Land Use Plan. The boundaries of the CHN within the DSAP shall be formally established as conservation easements when a development parcel abutting portions of the CHN undergoes development permitting (i.e., construction level environmental resource permitting (ERP)) with the SJRWMD, Florida Department of Environmental Protection (“FDEP”), and/or the U.S. Army Corps of Engineers (“Corps”) and pursuant to the following criteria:
 - i. As to wetland edges forming the CHN boundary, the final boundary shall be consistent with the limits of the jurisdictional wetlands and associated buffers as established in the applicable SJRWMD permits;
 - ii. As to upland edges forming the CHN boundary, the final boundary shall be established generally consistent with the DSAP Master Land Use Plan, recognizing that minor adjustments may be warranted based on more or refined data, and any boundary adjustments in the upland area shall (a) continue to provide for an appropriate width given the functions of the CHN in that particular location (i.e., wetlands and/or upland species or habitat protection), the specific site conditions along such boundary, and the wildlife uses to be protected; and (b) ensure the integrity of the CHN as a wildlife corridor and wetland and species habitat protection area is not materially and adversely affected by alteration of such boundary;

- iii. Any proposed CHN land not located within the CHN final boundary as provided for herein will be designated with the DSAP Land Use Sub-Category designation of the adjacent non-CHN land or the most appropriate non-CHN Land Use Sub-Category as determined by the Developer in coordination with the Planning Director; and
 - iv. Boundary modifications meeting all of the criteria described in this Development Condition shall be incorporated into the CHN or applicable Land Use Sub-Category and ENCPA Master Land Use Plan upon issuance of the applicable SJRWMD permits and shall be effective without the requirement for an amendment to the County Future Land Use Map, the ENCPA Master Land Use Plan, the DSAP Master Land Use Plan, Comprehensive Plan ENCPA Future Land Use Element Policies, or any other Comprehensive Plan Elements defined in Chapter 163, Florida Statutes.
- g. Silvicultural and agricultural activities allowed in the Agricultural classification of the Future Land Use Element of the Comprehensive Plan, excluding residential uses, shall continue to be allowed within the CHN. When the final boundaries of any portion of the CHN are established as described above, a silvicultural and agricultural management plan will be developed in accordance with best management practices to protect the overall conservation objective of such portion of the CHN. The silvicultural and agricultural management plan will be implemented as part of the management plan(s) provided in Development Condition 6(b) above.
- h. Wetland protection within the ENCPA, including the Property, is regulated by the County, SJRWMD, the FDEP and/or the Corps. Prior to County site engineering plan approval, the extent of state jurisdictional wetlands and surface waters will be determined for the portion of the Property subject to the applicable site engineering plan approval based on the Florida unified wetland delineation methodology (Chapter 62-340, Florida Administrative Code (“F.A.C.”)). Dredge and fill activities and mitigation for these activities are regulated by the state through the SJRWMD and under Section 404 of the Clean Water Act by FDEP and/or the Corps. In addition to

state and federal regulations, wetland protection within the DSAP is included within the CHN guidelines and standards outlined in Comprehensive Plan Policy FL.13.07.

- i. Notwithstanding anything set forth in this DSAP Development Order to the contrary, any development of the Property located within the St. Marys River Overlay District shall be consistent with Comprehensive Plan Policy FL.02.03 and LDC Section 36.08 (2022).
- j. The Developer shall follow the published guidelines adopted by the Florida Fish and Wildlife Conservation Commission (“FWC”) and/or U.S. Fish and Wildlife Service for any endangered species, threatened species or species of special concern located or observed on the Property through buildout.

7. **Transportation/Mobility.**

- a. The Mobility Fee Agreement sets forth the transportation/mobility improvements needed, as a condition to ENCPA development, to mitigate the ENCPA transportation/mobility development impacts. The transportation/mobility improvements are described and generally depicted in the Mobility Fee Agreement (the “ENCPA Mobility Network”). As a condition of development, the ENCPA Mobility Network transportation/mobility improvements needed to offset the transportation/mobility impacts of the DSAP development are set forth in this Development Condition 7 and as otherwise provided for in the DSAP Development Order. The improvements may be constructed in segments, provided the timing set forth herein is adhered to. The location of these ENCPA Mobility Network improvements will be in general conformance with the DSAP 2 ENCPA Mobility Transportation Improvements Maps at **Exhibit E-1 through E-4**. The transportation/mobility mitigation set forth herein includes Wildlight Parkway, which will ultimately connect Chester Road with U.S. 17 to provide a parallel alternative road to State Road (“SR”) 200 and a needed additional east west roadway within the County. The final location of the DSAP 2 ENCPA Mobility Network transportation/mobility improvements will be based on final survey and engineering and determined at the time of the applicable site engineering plan without the requirement for an adjustment to this DSAP Development Order, unless otherwise required by LDC Section 27.07.

- b. No later than the issuance by the County of the first Certificate of Occupancy (“CO”) for any residential unit or nonresidential square footage within the DSAP, the below ENCPA Mobility Network improvements shall be completed except as may otherwise be provided for in this Development Condition 7. For purposes of this Development Condition 7 “completed” or “completion” shall mean constructed and complete as evidenced by submittal to the County of an as-built survey for the applicable roadway improvement.
- i. Chester Road Roundabout: The Developer shall construct or cause to be constructed and dedicate or cause to be dedicated to the County a roundabout at the intersection of Wildlight Parkway and Chester Road as generally depicted on **Exhibit E-1** as Segment 1B.
 - ii. Chester Road: The Developer shall widen or cause to be widened Chester Road from Pages Dairy Road to Wildlight Parkway from a two (2) lane collector roadway to a four (4) lane collector roadway as generally depicted on **Exhibit E-1** as Segment 1A. The County is constructing right-of-way improvements (referred to as “CIP000008” in the County Capital Improvement Plan Fiscal Years 2023/2024 through 2027/2028) near this roadway improvement. In the event, the County’s right-of-way construction causes a delay to this roadway improvement, the Developer’s obligation to complete this roadway improvement shall be tolled for any period of delay by the County and such tolling will be calculated for every calendar day of County delay.
- c. No later than the issuance by the County of DSAP residential and nonresidential building permits which will generate a total of 1,720 net new external p.m. peak hour trips within the DSAP, the below ENCPA Mobility Network improvement shall be completed except as may otherwise be provided for in this Development Condition 7.
- i. Wildlight Parkway: The Developer shall construct or cause to be constructed and dedicate or cause to be dedicated to the County Wildlight

Parkway from Chester Road to Blounts Branch Road as a four (4) lane collector roadway as generally depicted on **Exhibit E-1** as Segment 1C.

- d. No later than the issuance by the County of DSAP residential and nonresidential building permits which will generate a total of 3,321 net new external p.m. peak hour trips within the DSAP, the below ENCPA Mobility Network improvement shall be completed except as may otherwise be provided for in this Development Condition 7.
 - i. Wildlight Parkway: The Developer shall construct or cause to be constructed and dedicate or cause to be dedicated to the County Wildlight Parkway from Blounts Branch Road to McQueen Road as a two (2) lane collector roadway with right-of-way dedication for the future expansion of this segment of Wildlight Parkway to accommodate a future four (4) lane collector roadway as generally depicted on **Exhibit E-1** as Segment 1D.
- e. No later than the issuance by the County of DSAP residential and nonresidential building permits which will generate a total of 5,332 net new external p.m. peak hour trips within the DSAP, the below ENCPA Mobility Network improvements shall be completed except as otherwise provided for in this Development Condition 7.
 - i. Wildlight Parkway (northern leg): The Developer shall construct or cause to be constructed and dedicate or cause to be dedicated to the County the northern leg of Wildlight Parkway, from U.S. 17 to Resort Road, as a four (4) lane collector roadway as generally depicted on **Exhibit E-2** as Segment 2A.
 - ii. Wildlight Parkway (southern leg): The Developer shall construct or cause to be constructed and dedicate or cause to be dedicated to the County the southern leg of Wildlight Parkway, from the intersection of U.S. 17 and the North-South Regional Center Arterial Road to a connection with Wildlight Parkway as a two (2) lane collector roadway as generally depicted on **Exhibit E-2** as Segment 2C.
- f. No later than the issuance by the County of DSAP residential and nonresidential building permits which will generate a total of 5,332 net new external p.m. peak hour

trips within the DSAP, the below ENCPA Mobility Network improvement shall be completed (except as otherwise provided for in this Development Condition 7). Upon the completion of the below ENCPA Mobility Network improvement, the Developer or the County staff may apply to vacate Crandall Road, and upon proper application, the County will process the Crandall Road right-of-way vacation application in accordance with applicable state and local law.

- i. Resort Road: The Developer shall construct or cause to be constructed and dedicate or cause to be dedicated to the County a two (2) lane collector roadway from Wildlight Parkway north to the Village Center located adjacent to the St. Marys River as generally depicted on **Exhibit E-2** as Segment 2B. During construction of Resort Road, access to the Boat Ramp Park (as defined in Development Condition 16(a)) shall be provided via Crandall Road or an alternative public access to be provided or cause to be provided by the Developer so as to provide continuous access to the Boat Ramp Park consistent with Development Condition 16(a)(iii).
- g. No later than the issuance by the County of DSAP residential and nonresidential building permits which will generate a total of 9,277 net new external p.m. peak hour trips within the DSAP, the below ENCPA Mobility Network improvements shall be completed except as otherwise provided for in this Development Condition 7.
 - i. Wildlight Parkway: The Developer shall construct or cause to be constructed and dedicate or cause to be dedicated to the County Wildlight Parkway from Resort Road to McQueen Road as a four (4) lane collector roadway as generally depicted on **Exhibit E-3** as Segment 3A.
 - ii. Wildlight Parkway: The Developer shall widen or cause to be widened from a two (2) lane collector roadway to a four (4) lane collector roadway Wildlight Parkway from McQueen Road to Blounts Branch Road as generally depicted on **Exhibit E-1** as Segment 1D.
 - iii. U.S. 17: The Developer shall widen or cause to be widened and dedicate or cause to be dedicated to the Florida Department of Transportation

(“FDOT”) U.S. 17 from a two (2) lane arterial roadway to a four (4) lane arterial roadway from the North-South Regional Center Arterial Road intersection with U.S. 17 (a/k/a the Wildlight Parkway southern leg) to the U.S. 17 and I-95 intersection as generally depicted on **Exhibit E-3** as Segment 3B.

- h. No later than the issuance by the County of DSAP residential and nonresidential building permits which will generate a total of 13,308 net new external p.m. peak hour trips within the DSAP, the below ENCPA Mobility Network improvements shall be completed except as otherwise provided for in this Development Condition 7.
 - i. CR 108 Connector: The Developer shall construct or cause to be constructed and dedicate or cause to be dedicated to the County the County Road (“CR”) 108 Connector from U.S. 17 to Wildlight Parkway as a two (2) lane collector roadway as generally depicted on **Exhibit E-4** as Segment 4A.
 - ii. U.S. 17: The Developer shall widen or cause to be widened and dedicate or cause to be dedicated to FDOT (only as to those lands owned by the Developer at the time of approval of this DSAP Development Order) U.S. 17 from a two (2) lane arterial roadway to a four (4) lane arterial roadway from the intersection of U.S. 17 and the CR 108 Connector to the intersection of U.S. 17 and the North-South Regional Center Arterial Road (a/k/a the Wildlight Parkway southern leg) as generally depicted on **Exhibit E-4** as Segment 4B.
 - iii. Central Connector: The Developer shall construct or cause to be constructed and dedicate or cause to be dedicated to the County a two (2) lane collector roadway from a location approximately 1.23 miles from the western Property boundary north to its intersection with Wildlight Parkway as generally depicted on **Exhibit E-4** as Segment 4C.

i. Other ENCPA Mobility Network Improvements.

i. Blackrock Road: At such time as more than 300 cars in the p.m. peak hour make a southbound left turn at the intersection of SR 200 and Blackrock Road, the Developer shall construct or cause to be constructed and dedicate or cause to be dedicated to the appropriate maintaining agency double southbound left turn lanes at the intersection of SR 200 and Blackrock Road at the location as generally depicted on **Exhibit E-4** as Segment 4D.

ii. Wildlight Parkway/U.S. 17: The Developer is responsible for obtaining or causing to be obtained approval from the FDOT for a traffic signal and access improvements at the (northern and southern leg) intersections of Wildlight Parkway and U.S. 17 and designing and constructing (or causing to design and construct) such signal and access improvements when warranted by FDOT based on the Federal Highway Administration Manual on Uniform Traffic Control Devices (“MUTCD”).

iii. CR 108 Connector/U.S. 17: The Developer is responsible for obtaining or causing to be obtained approval from the FDOT for a traffic signal and access improvements at the intersection of the CR 108 Connector and U.S. 17 and designing and constructing (or causing to design and construct) such signal and access improvements when warranted by FDOT based on the Federal Highway Administration MUTCD. In the event that FDOT determines this transportation improvement is warranted and the County is simultaneously constructing improvements in this intersection or near it, the County and the Developer will work together and coordinate with each other and the FDOT for the Developer to provide (or cause to be provided) this transportation improvement.

j. Trip Calculation. For purposes of calculating the net new external p.m. peak hour trips generated by the DSAP residential and nonresidential uses (a/k/a trip triggers) in this Development Condition 7, calculation of those trip triggers shall be pursuant to the Institute of Transportation Engineers (“ITE”) Trip Generation Manual 10th edition and

any applicable reduction for internal trip capture and passby capture shall be pursuant to the ITE Trip Generation Handbook 3rd edition. The trip calculation in this subsection also applies to the DSAP 2 Use Type Equivalency Table and any conversion or change in the type of DSAP residential or nonresidential use provided for in Development Condition 4.

- k. Trails. The DSAP ENCPA Mobility Network trails will be provided as DSAP development progresses consistent with Development Condition 8(a).
- l. Timing. The Developer may elect to accelerate or delay the timing of any DSAP ENCPA Mobility Network transportation/mobility improvements as set forth herein, provided such acceleration or delay is consistent with the applicable PDP and associated Transportation Impact Analysis (“TIA”).
- m. PDP TIA. Any DSAP PDP application submitted to the County for the Property or portion thereof shall include a TIA. The TIA methodologies are set forth in the Mobility Fee Agreement and at a minimum must include: (i) the use of the current edition of the ITE Trip Generation Manual to calculate the trip generation of the proposed PDP residential and/or nonresidential uses and any applicable reduction for internal trip capture and passby capture per the current edition of the ITE Trip Generation Handbook, (ii) a section that calculates the net new external p.m. peak hour trips generated by the DSAP residential and nonresidential uses with issued building permits and an estimate of the status of the trip triggers based on the proposed PDP development program with the calculation and estimate consistent with Development Condition 7(j) above to determine if any of the ENCPA Mobility Network transportation/mobility improvements described in this Development Condition 7 and/or Development Condition 8, if any, are necessary to mitigate for the portion of the DSAP development in the PDP application, and (iii) notwithstanding the TIA methodologies set forth in the Mobility Fee Agreement, if required by Development Condition 7(p) below, the TIA shall analyze the Intersections (as defined below). In the event a PDP TIA within this DSAP recommends that any of the DSAP ENCPA Mobility Network transportation/mobility improvements identified in this DSAP Development Order should be completed earlier or delayed past the timing set forth

herein, the Developer shall undertake or cause to undertake the improvement at the time described in the PDP TIA without having to modify or adjust this DSAP Development Order or the DSAP Document.

n. Wildlight Parkway.

- i. The Developer will not receive ENCPA Mobility Network credits and/or reimbursement for the value of the Wildlight Parkway right-of-way consistent with the Right of Way Reservation Agreement recorded at Official Records Book 1486, Page 1820 of the County public records (the “Wildlight Parkway ROW Agreement”). The Wildlight Parkway right-of-way is the same as the “C.R. 108 Right of Way” defined in the Wildlight Parkway ROW Agreement. The width of the Wildlight Parkway right-of-way or any portion thereof donated to the County will be approximately one hundred and fifty (150) feet and upon donation of such right-of-way or portion thereof no additional right-of-way for this road or portion thereof shall be reserved within the Property and the requirements in the Wildlight Parkway ROW Agreement to reserve and donate the Wildlight Parkway right-of-way or portion thereof shall be deemed satisfied.
- ii. The County and the Developer will collaborate and work in good faith to obtain funding from a public transportation entity (e.g., FDOT, North Florida Transportation Planning Organization (“NFTPO”), Florida State Legislature) for the construction of Wildlight Parkway (or portion thereof) as described in this Development Order and as generally depicted on **Exhibits E-1 – E-3**. In the event funding for all or a portion of Wildlight Parkway is obtained, the County and the Developer shall cooperate in modifying the Mobility Fee Agreement, if necessary, consistent with Section 3.2(c) of said Agreement and any necessary adjustment to this DSAP Development Order. The design and engineering of Wildlight Parkway shall be consistent with the cross-sections in DSAP Document Figures 3.2.0, 3.2.1 and 3.2.3 attached hereto as **Exhibit C** and subject to approval by the Developer.

- o. Blounts Branch Road. Upon the earlier of the completion of (i) the entire length of Wildlight Parkway (from Chester Road to U.S. 17) as set forth herein or (ii) the CR 108 Connector as set forth herein, the Developer shall connect Pages Dairy Road with Blounts Branch Road as generally depicted on **Exhibit E-1**. At the time of this connection, the Developer shall construct or cause to be constructed a two (2) lane collector roadway from the connection with Pages Dairy Road to Wildlight Parkway as development progresses within the DSAP adjacent to this roadway improvement as generally depicted on **Exhibit E-1** (“Blounts Branch Road”). In addition, the Developer is responsible for obtaining or causing to be obtained approval from the County for a traffic signal at the intersection of Blounts Branch Road and Pages Dairy Road and designing and constructing (or causing to design and construct) such signal when warranted by the County based on the Federal Highway Administration MUTCD. The Blounts Branch Road improvement is not an ENCPA Mobility Network improvement and the Developer shall not be allowed to receive mobility fee credits or reimbursement as provided for in the Mobility Fee Agreement for this transportation improvement.
- p. Intersection Coordination. The SR 200 and Felmor Road, SR 200 and Chester Road and Pages Dairy and Chester Road intersections shall be analyzed within the TIAs submitted for any DSAP PDP that provides access only to Chester Road via the portion of Wildlight Parkway described as Segments 1A-1D in this Development Condition (“Intersections PDP”). The Intersections (defined below) shall be analyzed within the Intersections PDP(s) TIA until such time as two (2) lanes of Wildlight Parkway from US 17 to Chester Road, which consists of Segments 1C, 1D, 2A, 2C, and 3A as previously identified in this DSAP Development Condition, are completed. If the TIA(s) for the Intersections PDP(s) require any interim mitigation, it shall be identified in the applicable Intersections PDP and the Developer is responsible for obtaining or causing to be obtained approval from (i) FDOT for modifications to the traffic signal at the intersection of SR 200 and Felmor Road; (ii) FDOT for intersection improvements (e.g. traffic signal timing, slip lane, and other similar improvements) at the intersection of State Road 200 and Chester Road; and (iii) the County for modifications to the traffic signal at the Pages Dairy and Chester Road intersection (collectively, the “Intersections”). The Developer will begin the approval process set

forth herein at the time a TIA submitted for any Intersections PDP(s) within the DSAP recommends traffic signal modifications (e.g., signal retiming and other similar modification) as to (i) or (iii) above or intersection improvements as to (ii) above at the applicable Intersections and said TIA will provide the specific modification(s) and/or improvements (if any) recommended and the required timing of those modifications and/or improvements. Upon approval by FDOT and/or the County (as applicable) of (i), (ii) and/or (iii), the Developer will construct or cause to be constructed the recommended modification(s) and/or improvement(s) at the applicable Intersections when required pursuant to the timing identified in the TIA. The Developer shall be entitled to ENCPA mobility fee credits or reimbursement for any modifications or improvements required to be made to the Intersections consistent with the Mobility Fee Agreement.

q. Transit.

- i. The Developer shall coordinate with the County to set aside right-of-way or other land within the DSAP for bus stops. The conceptual location of any bus stop site within the DSAP will be provided in the applicable PDP. The final location of any bus stop site shall be finalized by the Developer as part of review by the County of the applicable site engineering plan.
- ii. The Developer shall coordinate with the County to set aside land within the portion of the northern TOD overlay located on the east side of U.S. 17 within the Property as generally depicted on **Exhibit G** for a pedestrian overpass over U.S. 17 that connects the east and west sides of U.S. 17 (the “Overpass”). The purpose of the Overpass is to facilitate safe pedestrian access to a future commuter rail station proposed on the west side of U.S. 17 in the TOD overlay area not currently subject to a detailed specific area plan. The final Overpass location shall be determined by the County and the Developer as part of the review of site engineering plan that includes the Overpass. The Developer is not responsible for funding, constructing or maintaining the Overpass.

- r. Golf Carts and Low Speed Vehicles.
 - i. Golf Carts. Golf carts may be authorized by the County on public roadways, trails and pathways within the DSAP in accordance with Section 316.212, Florida Statutes, Code of Ordinances Section 18-10 and this DSAP Development Order. Golf carts are allowed within private roadways, trails and/or pathways within the DSAP and the owner of said areas will be responsible for creating golf cart operation requirements consistent with state law.
 - ii. Low Speed Vehicles. Low speed vehicles are allowed on streets within the DSAP consistent with state law, including Section 316.2122, Florida Statutes.
- s. Access Classification. The access classification for each ENCPA Mobility Network improvement (or portion thereof) required as a condition of DSAP development shall be per the FDOT Access Classification 07 standards, except for Wildlight Parkway. The access classification of Wildlight Parkway shall be per the FDOT Access Classification 05 (as to the 4-lane portions of this improvement) and 06 standards (as to the 2-lane portions of this improvement), except that the portion of this road within ½ mile of any Village Center shall be constructed per the FDOT Access Classification 07 standard.
- t. Mobility Fee Credits. The Developer is entitled to mobility fee credits and/or reimbursement for the ENCPA Mobility Network improvements set forth in this DSAP Development Order pursuant to the Mobility Fee Agreement, except as provided for in Development Conditions 7(n) and (o).
- 8. **Trails.** In order to promote alternative forms of transportation, reduce vehicle miles traveled and provide a connected system of public parks, schools and development areas, a system of trails and/or pathways will be provided within the DSAP.
 - a. Mobility Trail Network: The DSAP ENCPA Mobility Network roadway improvements for Wildlight Parkway, CR 108 Connector, Central Connector, Chester Road, portions

of U.S. 17 and Resort Road set forth in Development Condition 7 above shall include a minimum ten (10) foot wide multi-use trail or pathway within or adjacent to the right-of-way as generally depicted on **Exhibit F** (the “Mobility Trail Network”). The Mobility Trail Network shall be located on one (1) side of each roadway improvement or portion thereof and on the other side of the roadway or portion thereof a minimum six (6) foot wide sidewalk constructed within or adjacent to the right-of-way will be provided, except that the U.S. 17 improvement shall not require a sidewalk. The Mobility Trail Network, including any applicable sidewalk or pedestrian multi-use path, will be dedicated to the County for ownership and maintenance with construction and dedication consistent with the applicable roadway improvement or segment thereof as set forth in Development Condition 7. If any portion of the Mobility Trail Network is intended to serve as circulation for golf carts, then the trail or pathway shall be a minimum of twelve (12) feet wide with an eight (8) foot wide pedestrian multi-use path (instead of a sidewalk) on the other side of the roadway. All Mobility Network Trails will be constructed with such material as described on DSAP Document Page 17 under the “Path Trail Materials” section.

In addition to the Mobility Trail Network, multi-use trails (including golf cart paths), pathways, or similar other trails or pathways within the Property not associated with a DSAP ENCPA Mobility Network roadway improvement may be provided or cause to be provided by the Developer (“Mobility Network Non-Roadway Trails”). The County Planning Director and the Developer will coordinate to identify the general location and ownership of the Mobility Network Non-Roadway Trails or portion thereof at the time of the applicable PDP submittal. Such trails will be constructed in stages or phases consistent with the timing of development of the surrounding DSAP development parcel(s) and constructed with such material as described on DSAP Document page 17 under the “Path Trail Materials” section. The Mobility Network Non-Roadway Trails (or portion thereof) to be owned by the County will be dedicated to the County for ownership and maintenance at the time of submittal of the applicable as-built survey to the County.

The Developer is entitled to mobility fee credits and/or reimbursement for the Mobility Trail Network and Mobility Network Non-Roadway Trails that are accepted by the County for ownership and maintenance consistent with the Mobility Fee Agreement.

- b. Additional Trails/Paths: In addition to the Mobility Trail Network and Mobility Network Non-Roadway Trails, additional multi-use trails, bicycle paths, pedestrian walkways and other similar areas may be provided throughout the DSAP (the “Additional Trails/Paths”). The Additional Trails/Paths may allow golf carts to traverse such area(s) and may incorporate bike course(s), equestrian paths and similar other trail/pathway uses. Any portion of the Additional Trails/Paths that traverse the CHN shall comply with the CHN requirements set forth herein and in Comprehensive Plan Policy FL.13.07(A). Identification of the Additional Trails/Paths locations, type, uses and the appropriate width and length shall occur at the time of site engineering plan approval of the applicable trail/path. Such trails will be constructed in stages or phases consistent with the timing of development of the surrounding DSAP development parcel(s). A homeowners association, property owners association, a unit of special purpose government or similar entity shall maintain the Additional Trails/Paths. The Additional Trails/Paths may satisfy, upon review and approval of the County, the common open space requirements in Comprehensive Plan Policy FL.13.15 and the neighborhood park access standards provided for in the County Park Regulations (defined in Development Condition 16). Satisfaction of the common open space or neighborhood park standards by the Additional Trails/Paths (or portion thereof) will be determined on a case-by-case basis by the Planning Director at the time of the applicable site engineering plan submittal.

9. **Green Ribbon Overlay.**

- a. As a condition of DSAP development, an overlay shall be implemented within the Property to provide public access to the St. Marys River and activate an east-west corridor within the Property as generally depicted on **Exhibit F** (the “Green Ribbon Overlay”). The Green Ribbon Overlay will consist of a corridor averaging one hundred (100) feet in width and with a minimum of fifty (50) feet in width. The Green Ribbon

Overlay, including the Green Ribbon Trail (defined below), shall be accessible to the general public and open from 6 am to 10 pm, 365 days per year.

- b. The Developer will notify or cause to be notified the County Planning Director of any temporary use/event (e.g., charity event, race, etc.) or maintenance that may temporarily restrict general public access to portions of the Green Ribbon Trail (defined below) for periods of up to forty-eight (48) hours, but no more than twice in any thirty (30) day period. The notification will be in writing, provided at least fourteen (14) days in advance and describe the temporary use/event or maintenance, the location of the temporary closure and the date and time the temporary closure will commence and end ("Notification"). In the event that portions of the Green Ribbon Trail will be temporarily closed to the general public for a temporary use/event or maintenance for more than forty-eight (48) hours or if a temporary closure is less than forty-eight (48) hours, but is anticipated to occur more than twice in any thirty (30) day period, the Developer will submit Notification and the County Planning Director (at his/her sole discretion) will approve or deny the temporary restriction within seven (7) days of Notification submittal.
- c. Notwithstanding anything contained herein to the contrary, the Developer may temporarily close to the general public portions of the Green Ribbon Trail for infrastructure updates and repairs or in case of an emergency (e.g., hurricane). The Developer will provide the County Planning Director with written notice of these types of temporary closure as soon as possible and the anticipated time period, location and reason for the temporary closure, provided that the Developer may temporarily close the Green Ribbon Trail or portions thereof prior to obtaining the County Planning Director's approval in the case of an emergency. The County Planning Director (at his/her sole discretion) will approve or deny the temporary closure within seven (7) days of the written notification.
- d. The uses allowed within the Green Ribbon Overlay will consist of those nonresidential uses allowed within the underlying ENCPA Land Use Sub-Category (e.g., RN, CHN, etc.). In addition to the above uses, the Green Ribbon Overlay may also consist of

pavilions, trails, pathways, trailheads, concessions, restaurant, retail, amenity (e.g., pool clubhouse, etc.), bathrooms, parking, temporary uses (e.g., festivals, outdoor gatherings, farmers market, weddings, etc.), open space, parks and recreation, golf cart paths, e-bike areas, agriculture/silviculture, ecotourism (e.g., camping) and any other similar nonresidential use. Portions of this overlay may include the St. Marys Greenway (as defined below) and any uses shall be consistent with Development Condition 10, including County Comprehensive Plan Policy FL.13.09.

- e. Public access points to the Green Ribbon Overlay will be provided by trailheads in the locations generally depicted on **Exhibit F** with the trailheads connecting to a minimum ten (10) foot wide trail or pathway within the overlay (the “Green Ribbon Trail”). Each trailhead shall contain ten (10) public parking spaces, one of which must meet state and federal accessibility standards, for users of the Green Ribbon Overlay. The trailhead identified as “T2” on **Exhibit F** shall be accessible for vehicular and pedestrian traffic from Roses Bluff Road. The Developer will construct or cause to be constructed the Green Ribbon Trail and any associated trailhead, except that the County shall be responsible for any construction of the Green Ribbon Trail and any associated trailhead located within any of the Park Lands as defined and set forth in Development Condition 16. The Green Ribbon Trail and any associated trailhead shall be constructed with the material described on DSAP Document page 17 under the “Path Trail Materials” section. The intent of the Developer and the County is to provide for public access to the Green Ribbon Overlay, including the Green Ribbon Trail, to the maximum extent possible. Closure to the public of the Green Ribbon Overlay or portion thereof for activation purposes is permitted, subject to the appropriate notification for any temporary closure of the Green Ribbon Trail as set forth above. The general public shall not be charged a fee, be required to obtain a membership, or be subject to any similar stipulation in order to access the Green Ribbon Overlay (including the Green Ribbon Trail), except that fees may be assessed for any activation of the Green Ribbon Overlay (e.g., concessions, bike rental, nature tour, pool, etc.).
- f. The Green Ribbon Overlay (including the Green Ribbon Trail) or portion thereof location and uses will be conceptually described in the applicable PDP and shall be

finalized as part of the applicable site engineering plan submittal. Development of the Green Ribbon Overlay and Green Ribbon Trail will occur in stages or phases consistent with the timing of development of surrounding DSAP development parcels. The Green Ribbon Overlay will be owned and maintained by a unit of special purpose government (e.g., Stewardship District) or other similar entity.

- g. The Green Ribbon Overlay may be used to satisfy portions of the common open space requirements in Comprehensive Plan Policy FL.13.15, and/or the level of service standards for neighborhood parks as provided for in Development Condition 16(b) consistent with the applicable County Park Regulations (defined below) governing neighborhood parks.
- h. In the event that the County obtains public vehicular and pedestrian access from outside the Property and the access connects directly with the trailhead identified as “T3” on **Exhibit F**, the County may (but is not obligated to) construct or cause to be constructed at its expense said access and trailhead T3 and connect the trailhead to the Green Ribbon Overlay. If access is not obtained by the County as provided for herein, then no entity, including the Developer, is required to provide access and/or construct trailhead T3. In no event is the Developer required to perform, construct, fund or undertake any action related to this Development Condition 9(h).

10. **St. Marys Greenway.**

- a. As a condition of DSAP development and as provided in Comprehensive Plan Policy FL.13.09, an enhanced buffer, averaging at least one hundred (100) feet in width and a minimum of fifty (50) feet in width shall be provided within the Property as conceptually depicted on **Exhibit F** (the “St. Marys Greenway”). The St. Marys Greenway average and minimum widths shall be measured from the mean high water line of the portion of the northern Property boundary it traverses. The purpose of the St. Marys Greenway is to protect the view shed along this portion of the St. Marys River and provide points of public access within this area of the Property.

- b. The St. Marys Greenway is the same as the “Greenway” set forth in Comprehensive Plan Policy FL.13.09. Portions of the St. Marys Greenway will be located within the Green Ribbon Overlay as generally depicted on **Exhibit F**. The St. Marys Greenway will be developed consistent with Comprehensive Plan Policy FL.13.09 and this DSAP Development Order.
- c. The allowed uses within the St. Marys Greenway shall be limited to river access facilities (e.g., dock, canoe launch, kayak launch), observation decks and walkways, educational or conservation centers, golf courses, walking trails and other passive recreational uses. Golf course areas within the Greenway shall not be permitted within the minimum required fifty (50) foot buffer area width. The St. Marys Greenway may be located within portions of the CHN and if this occurs the uses within that portion of the St. Marys Greenway shall be consistent with the CHN uses.
- d. The St. Marys Greenway will be accessible to the general public and open from 6 am to 10 pm, 365 days per year. The Developer will provide or cause to be provided Notification (as defined in Development Condition 9(b) above) to the County Planning Director of any temporary use/event (e.g., charity event, race, etc.) or maintenance that may temporarily restrict general public access to portions of the St. Marys Greenway for periods of up to forty-eight (48) hours, but no more than twice in any thirty (30) day period. In the event that portions of the St. Marys Greenway will be temporarily closed to the general public for a temporary use/event or maintenance for more than forty-eight (48) hours or if a temporary closure is less than forty-eight (48) hours, but is anticipated to occur more than twice in any thirty (30) day period, the Developer will submit Notification and the County Planning Director (at his/her discretion) will approve or deny the temporary restriction within seven (7) days of Notification submittal.
- e. Notwithstanding anything contained herein to the contrary, the Developer may temporarily close to the general public portions of the St. Marys Greenway for infrastructure updates and repairs or in case of an emergency (e.g., hurricane). The Developer will provide the County Planning Director with written notice of the

temporary closure as soon as possible and the anticipated time period, location and reason for the temporary closure, provided that the Developer may temporarily close the St. Marys Greenway or portions thereof prior to obtaining the County Planning Director's approval in the case of an emergency. The County Planning Director (at his/her sole discretion) will approve or deny the temporary closure within seven (7) days of the written notification.

- f. The St. Marys Greenway location, uses and public access points will be conceptually located and/or described in the applicable PDP with final location and description depicted on the applicable site engineering plan submittal to the County. Development of the St. Marys Greenway within the DSAP will occur in stages or phases consistent with the timing of development of the surrounding DSAP development parcel(s). The St. Marys Greenway will be owned and maintained by a special purpose government (e.g., Stewardship District) or other similar entity.
- g. The intent of the Developer and the County is to provide for public access points to the St. Marys Greenway to the maximum extent possible. The general public shall not be charged a fee, be required to obtain a membership, or be subject to any similar stipulation in order to access the St. Marys Greenway, except that fees may be assessed for any activation of the St. Marys Greenway (e.g., concessions, bike rental, nature tour, golf course, etc.).

11. **Water.**

- a. Central potable water within the DSAP will be provided by JEA in compliance with Comprehensive Plan Policy FL.13.16. Notwithstanding this, area(s) of the Property serving the Park Lands as provided in Development Condition 16, the Fire Station Sites as provided for in Development Condition 17 and any other recreation amenities and trailheads in which central potable water is not available may be served by temporary potable services until central potable water service is available. The temporary supply of potable water is subject to all applicable state and local permitting (e.g., JEA, FDEP).

- b. Distribution system(s) for nonpotable water (reuse water, stormwater and/or surface water) shall be installed concurrently with both residential and nonresidential development within the Property. The nonpotable distribution system(s) for the residential units and nonresidential square footage within the DSAP shall be developed parallel to and concurrently with the potable water distribution system for utilization when sufficient quantities of reuse water, stormwater and/or surface water are available for irrigation. Notwithstanding the availability of reuse within the Property or portion(s) thereof, reuse is not required to be utilized in situations in which reuse as an irrigation source is either prohibited or inadvisable, as determined by JEA in consultation with the Developer, in which case stormwater, surface water or potable water may be used for irrigation. Potable water shall only be used to meet the irrigation needs within the Property as a last resort if stormwater, surface water and/or reuse water (unless prohibited or inadvisable as set forth herein) are insufficient or unavailable to meet irrigation demands.
- c. As a condition to development under this DSAP Development Order, water conservation strategies will be incorporated into common areas of residential and nonresidential DSAP development during site engineering plan approval for the Property or portion thereof. At a minimum, water conservation strategies shall include Florida Friendly landscaping. Examples of other potential water conservation strategies may consist of the following:
- i. efficient irrigation systems that maximize coverage and minimize water use;
 - ii. limiting areas that receive irrigation;
 - iii. rainfall shutoff devices;
 - iv. smart irrigation controller systems;
 - v. pressure regulation;
 - vi. stormwater pond design;

- vii. reuse water (as provided for herein);
- viii. prevent fertilizer within littoral zones of stormwater pond(s);
- ix. promoting or enhancing natural systems through the CHN; or
- x. other water saving methods approved by the County, SJRWMD or FDEP.

The above examples will be reviewed and decided on by the Developer in coordination with the Planning Director on a case-by-case basis within the Property or portion thereof dependent upon the location, soil conditions and specific objectives for the conditions encountered.

12. **Wastewater.** Central sanitary sewer within the DSAP will be provided by JEA in compliance with Comprehensive Plan Policy FL.13.16. Notwithstanding this, area(s) of the Property serving the Park Lands as provided in Development Condition 16, the Fire Station Sites as provided for in Development Condition 17 and any other recreation amenities and trailheads in which central sanitary sewer is not available may be served by temporary sanitary sewer services until central sanitary sewer service is available. The temporary supply of sanitary sewer is subject to all applicable state and local permitting (e.g., JEA, FDEP).
13. **Solid Waste.** The County shall ensure that minimum levels of service for solid waste disposal are maintained pursuant to the minimum level of service standard established in Nassau County Comprehensive Plan Policy SOL.01.01. At the time of vertical site engineering plan submittal for any DSAP residential unit and/or nonresidential square footage, the Developer shall provide or cause to be provided the data, including the anticipated demand based on the projected residential units and/or nonresidential square footage, to determine adequate capacity of the development subject to the site engineering plan submittal.
14. **Stormwater.** Stormwater impacts and improvements will be determined and permitted in accordance with SJRWMD and/or County design criteria. As to any County owned

public facility lands (e.g., Park Lands as defined in Development Condition 16) within this DSAP, the County may connect to an offsite master stormwater management system for discharge or outfall purposes from the public facility lands (consistent with SJRWMD and County design standards), but in no event is the Developer required to create offsite retention for such public facility lands.

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 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.
- 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.
- 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 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.

16. **Recreation and Open Space.**

- a. Regional/Community Parks: As a condition of development, the Developer shall dedicate or cause to be dedicated to the County not less than 533.50 developable acres of regional and community park land, including land for up to ten (10) boat ramps, as set forth in this Development Condition 16(a) and as generally depicted on **Exhibit G** (the “Park Lands”). The dedication of the Park Lands will result in seven (7) regional/community park sites within the Property and is consistent with and in satisfaction of the County regional and community park land, including boat facility, and level of service standards in the Comprehensive Plan and further detailed in the Code of Ordinances, Nassau County Parks, Recreation and Open Space Master Plan and Nassau County Parks Administrative Procedures and Design Manual (the “County Park Regulations”). The land dedication for the boat ramps shall mitigate for all residential ENCPA impacts to County boat ramp land. The County has determined that the nature and extent of the proposed DSAP residential development requires the dedication of the Park Lands to mitigate impacts to the County regional and community park system consistent with the County Park Regulations. The dedication of each of the Park Lands or portion thereof shall be subject to a conveyance agreement between the Developer and the County. Such agreement shall provide for (i) the final location of the applicable Park Lands or portion thereof, (ii) a requirement for a deed restriction (of up to fifty (50) years from the Effective Date) restricting the dedicated lands to regional and community park uses, as defined by the County and as may be amended from time to time, or other similar type uses (e.g. YMCA, Boys and Girls Club,

community centers, ancillary park security/administration office and meeting space, concessions, food trucks, festival and entertainment space and facilities, club/amenity facilities, etc.), and (iii) any other relevant matters, including, but not limited to, utilities and infrastructure for each of the Park Lands. Additionally, if cable, telephone, and fiber optic cable for internet access is being installed within a PDP where any of the Park Lands are located, then those utilities shall also be provided or caused to be provided by the Developer to the boundary of the applicable Park Lands such that general contractors constructing each of the potential Park Lands need only connect to those facilities at the boundary of each property.

- i. Pages Dairy Regional Park: The Developer shall dedicate or cause to be dedicated to the County land within the Property for a public regional park of not less than 156.9 developable acres, which acreage includes a pond (a/k/a the Borrow Pit as defined below), generally located in the area depicted on **Exhibit G** as P-1 (“Pages Dairy Regional Park”). In addition to the Pages Dairy Regional Park acreage, not less than 12.7 acres of CHN will be dedicated to the County (the “CHN Land”) creating a total consolidated area of not less than 169.6 acres.

Not less than 87 developable acres of the Pages Dairy Regional Park shall be dedicated to the County within one hundred and eighty (180) days of the Effective Date of this DSAP Development Order (subject to the expiration of all appeal periods or final resolution of any appeal relating to the DSAP Development Order) or at such later time as directed in writing by the County (“Western Regional Park Land”).

The remaining 69.9 developable acres of the Pages Dairy Regional Park, which acreage includes a pond (a/k/a the Borrow Pit), and the CHN land shall be dedicated to the County within one hundred and eighty (180) days from the approval by the Board of a plat (as to single family and townhome units) or County site engineering plan approval (as to multi-family units) that in the aggregate approve the 2,000th residential unit within this DSAP

or at such later time as directed in writing by the County (“Eastern Regional Park Land”).

An active borrow pit is currently located within the Eastern Regional Park Land (the “Borrow Pit”). The Borrow Pit will be operated consistent with all applicable permits (including SJRWMD permits PDEX-089-135306-1, 135306-2 and 135306-3) and is a permitted use within the ENCPA and this DSAP. Notwithstanding, in no instance shall the total surface area of the Borrow Pit, after reclamation, exceed 39.5 acres as measured at the top of bank. The conveyance agreement(s) for the Pages Dairy Regional Park or any portion thereof shall provide an easement to the Developer for access to and from the Borrow Pit area until the Eastern Regional Park Land is dedicated to the County and maintenance standards for this access. The conveyance agreement will also provide the reclamation requirements associated with the Borrow Pit that must be met prior to the conveyance. At a minimum, the side slopes of the Borrow Pit shall be at a 4:1 slope to a point two (2) feet below the normal water level. The operation of the Borrow Pit shall cease upon dedication of the Eastern Regional Park Land to the County. The County intends to utilize the Borrow Pit as an amenitized pond for recreation uses.

- ii. PDP 4 Community Park: The Developer shall dedicate or cause to be dedicated to the County land within the Property for a public community park of not less than 57.7 developable acres as generally located in the area depicted on **Exhibit G** as P-2 (“PDP 4 Community Park”). Within one hundred and eighty (180) days from approval by the County of the first PDP (subject to the expiration of all appeal periods or final resolution of any appeal relating to the PDP) in the DSAP with access from Chester Road or at such a later time as directed in writing by the County, the Developer shall dedicate, or cause to be dedicated, the PDP 4 Community Park land to the County. Utilities and Access to serve the PDP 4 Community Park will be provided or caused to be provided by the

Developer within one hundred and eighty (180) days from the earliest of (a) the approval by the Board of a plat (as to single family and townhome units) or County site engineering plan approval (as to multi-family units) that in the aggregate approve the 2,500th residential unit within the DSAP, or, (b) the completion (as defined in Development Condition 7(b)) of roadway Segment 1C, or, (c) at such later time as directed in writing by the County. Utilities and Access will be provided such that general contractors constructing the park need only connect to the Utilities and Access at the edge of the PDP 4 Community Park lands. The County shall be responsible (at its expense) for connecting the Utilities and Access and development of them on the PDP 4 Community Park land and any necessary applications, permits or other approvals in order for it to develop and construct the PDP 4 Community Park. The land conveyance to the County shall extend, for the full northern width of the PDP 4 Community Park, in the northeasterly direction to the property boundary of the ENCPA Sector Plan. The County, at its expense, may provide access to the PDP 4 Community Park from outside the ENCPA.

- iii. Boat Ramp Park: Unless otherwise agreed to in writing by the County and the Developer, within one hundred and eighty (180) days of the Effective Date of this Development Order and upon the expiration of all appeal periods or final resolution of any appeal of the DSAP Development Order, the Developer shall dedicate or cause to be dedicated to the County not less than ten (10) developable acres within the Property for the development by the County of up to ten (10) public boat ramp lanes as generally located in the area depicted on **Exhibit G** as P-6 (the “Boat Ramp Park”) along with a sixty (60) foot wide temporary access easement to the Boat Ramp Park from Crandall Road until permanent access is provided by the construction of the Resort Road. Temporary, continuous access to the Boat Ramp Park will be provided by the above temporary easement and by the County along Crandall Road until permanent access is provided by the construction and completion (as defined in Development Condition 7(b)) of roadway

Segments 2A and 2B. Additionally, upon transfer of the Boat Ramp Park to the County, the Developer shall ensure that any physical impediments (e.g. gates) preventing vehicular access from the portion of Crandall Road currently open to the general public to the Boat Ramp Park are removed and none placed within the temporary access easement for its duration unless otherwise agreed to by the County and the Developer in the conveyance agreement. The mitigation provided in this Development Condition 16 for the boat ramp lanes is the sole ENCPA boat ramp lane mitigation required by the County Park Regulations.

Permanent Utilities and Access to serve the Boat Ramp Park will be provided or caused to be provided by the Developer within one hundred and eighty (180) days from the earlier of (a) approval by the Board of a plat (as to single family and townhome units) or County site engineering plan approval (as to multi-family units) that in the aggregate approve the 5,000th residential unit within the DSAP, or, (b) the completion of construction of roadway Segments 2A and 2B (as defined in Development Condition 7(b)), or, (c) at such later time as directed in writing by the County. Permanent Utilities and Access will be provided such that general contractors constructing the park need only connect to the Utilities and Access at the edge of the Boat Ramp Park lands. The County shall be responsible (at its expense) for connecting the Utilities and Access and development of them on the Boat Ramp Park land and any necessary applications, permits or other approvals in order for it to develop and construct the Boat Ramp Park.

- iv. Regional Athletic Park: Developer shall dedicate or cause to be dedicated to the County not less than 176.7 developable acres within the Property for a public regional park in the area generally depicted on **Exhibit G** as P-7 (the “Regional Athletic Park”). Dedication of the land from the Developer to the County shall take place within one hundred and eighty (180) days from the earlier of (a) approval of the first PDP in this DSAP with access

from U.S. 17 (subject to the expiration of all appeal periods or final resolution of any appeal relating to the PDP), or, (b) the completion of construction of roadway Segment 2A (as defined in Development Condition 7(b)), or, (c) at such later time as directed in writing by the County. Utilities and Access to serve the Regional Athletic Park will be provided or caused to be provided by the Developer within one hundred and eighty (180) days from the earlier of (a) approval by the Board of a plat (as to single family and townhome units) or County site engineering plan approval (as to multi-family units) that in the aggregate approve the 6,000th residential unit within the DSAP, or, (b) the completion of construction (as defined in Development Condition 7(b)) of roadway Segment 2A, or, (c) at such later time as directed in writing by the County. Utilities and Access will be provided such that general contractors constructing the park need only connect to the Utilities and Access at the edge of the Regional Athletic Park lands. The County shall be responsible (at its expense) for connecting the Utilities and Access and development of them on the Regional Athletic Park land and any necessary applications, permits or other approvals in order for it to develop and construct the Regional Athletic Park. For the portion of the Regional Athletic Park located northwest of the wetland that bifurcates the developable portion of the Regional Athletic Park, the land conveyance to the County shall extend for the full width of the portion of the Regional Athletic Park, to the property boundary of the ENCPA Sector Plan. The County, at its expense, may provide access to the Regional Athletic Park from outside the ENCPA.

- v. Riverfront Park: The Developer shall dedicate or cause to be dedicated to the County not less than 30 developable acres within the Property for a public regional/community park along the St. Marys River in the area generally depicted on **Exhibit G** as P-5 (“Riverfront Park”). Dedication of the land from the Developer to the County shall take place within one hundred and eighty (180) days from the earlier of (a) County approval of a

PDP including the Riverfront Park or the Village Center located near the Riverfront Park, or (b) County site engineering plan approval for roadway Segment 2B, or (c) at such later time as directed in writing by the County. Utilities and Access to serve the Riverfront Park will be provided or caused to be provided by the Developer within one hundred and eighty (180) days from the earliest of (i) approval by the Board of a plat (as to single family and townhome units) or County site engineering plan approval (as to multi-family units) that in the aggregate approve the 10,000th residential unit within the DSAP, (ii) the completion of roadway Segment 2B (as defined in Development Condition 7(b)) or (iii) at such later time as directed in writing by the County. Utilities and Access will be provided such that general contractors constructing the park need only connect to the Utilities and Access at the edge of the Riverfront Park lands. The County shall be responsible (at its expense) for connecting the Utilities and Access and development of them on the Riverfront Park land and any necessary applications, permits or other approvals in order for it to develop and construct the Riverfront Park.

- vi. Central Community Park: The Developer shall dedicate or cause to be dedicated to the County not less than 30.5 developable acres within the Property for a public community park in the area generally depicted on **Exhibit G** as P-3 (“Central Community Park”). Dedication of the land from the Developer to the County shall take place within one hundred and eighty (180) days from the earlier of (a) County approval of a PDP including the Central Community Park (subject to the expiration of all appeal periods or final resolution of any appeal relating to the PDP) or the lands adjacent to the Central Community Park, or (b) County site engineering plan approval for roadway Segment 3A, or (c) at such later time as directed in writing by the County. Utilities and Access to serve the Central Community Park will be provided or caused to be provided by the Developer within one hundred and eighty (180) days from the earliest of (i) approval by the Board of a plat (as to single family and townhome units)

or County site engineering plan approval (as to multi-family units) that in the aggregate approve the 11,000th residential unit within the DSAP, or (ii) the completion of Segment 3A (as defined in Development Condition 7(b)), or (iii) at such later time as directed in writing by the County. Utilities and Access will be provided such that general contractors constructing the park need only connect to the Utilities and Access at the edge of the Central Community Park lands. The County shall be responsible (at its expense) for connecting the Utilities and Access and development of them on the Central Community Park land and any necessary applications, permits or other approvals in order for it to develop and construct the Central Community Park.

- vii. US 17 Community Park: The Developer shall dedicate or cause to be dedicated to the County not less than 71.7 developable acres within the Property for a public community park in the area generally depicted on **Exhibit G** as P-4 (“US 17 Community Park”). Dedication of the land from the Developer to the County shall take place within one hundred and eighty (180) days from the earlier of (a) County approval of a PDP including the US 17 Community Park or the lands adjacent to the US 17 Community Park (subject to the expiration of all appeal periods or final resolution of any appeal relating to the PDP) or (b) County site engineering plan approval for roadway Segment 4A, or (c) at such later time as directed in writing by the County. Utilities and Access to serve the US 17 Community Park will be provided or caused to be provided by the Developer within one hundred and eighty (180) days from the earliest of (i) approval by the Board of a plat (as to single family and townhome units) or County site engineering plan approval (as to multi-family units) that in the aggregate approve the 12,500th residential unit within the DSAP, (ii) the completion of Segment 4A (as defined in Development Condition 7(b)) or (iii) or at such later time as directed in writing by the County. Permanent Utilities and Access will be provided such that general contractors constructing the park need only connect to the Utilities and Access at the edge of the US 17

Community Park lands. The County shall be responsible (at its expense) for connecting the Utilities and Access and development of them on the US 17 Community Park land and any necessary applications, permits or other approvals in order for it to develop and construct the US 17 Community Park.

- viii. Regional/Community Park Acreage Mitigation Satisfaction: The regional and community Park Lands dedications, including the Boat Ramp Park lands, set forth in this Development Condition 16(a) are consistent with and satisfy the County's regional and community park requirements for the DSAP residential impacts in the County Park Regulations with the exception that payment will be due (to the extent in effect at the time of residential building permit) for recreational facility impact fees per the Impact Fee Ordinance (as may be amended and subject to any impact fee credits). Provided the Developer satisfies the conditions in this Development Condition 16(a) as to regional and community parks, no additional regional and community park mitigation is required as a result of residential impacts from this DSAP as set forth in this DSAP Development Order, except the payment of any park and recreational facilities impact fees (to the extent in effect at the time of residential building permit) per the Impact Fee Ordinance, as amended from time to time, subject to any available impact fee credits.
- ix. Park and Recreational Facilities Impact Fee Credits: The County assesses a parks and recreational facilities impact fee per the County Comprehensive Impact Fee Ordinance (Chapter 34 of the County Ordinance Code). The impact fee is bifurcated into a park land impact fee and recreational facilities impact fee. Developer shall receive park land impact fee credits on a dollar-for-dollar basis for fair market value of the regional and community Park Lands mitigation set forth herein. The timing and amount of the park impact fee credits shall be determined in accordance with the impact fee credit agreement(s) entered into between

the Developer and the County for the Park Lands and Section 163.31801, Florida Statutes, and Code of Ordinances Chapter 34, Section 34-86 of the Impact Fee Ordinance, as amended, provided that the fair market value of any land dedication shall be calculated as set forth below. Given that the DSAP is a long-term project and the rapidly escalating property values and inflation, the Developer and the County agree that the fair market value of the Park Lands to be dedicated to the County per this Development Condition is \$60,000 per acre which valuation is similar to recently approved land appraisals within this portion of the County. The total land portion of the impact fee credit from the conveyance of the Park Lands to the County shall not exceed \$32,010,000.

- x. Park Conveyance Acceleration: The County may submit a written request to the Developer to dedicate or cause to be dedicated any of the Park Lands prior to the applicable conveyance due date set forth herein. In such event, the Developer will dedicate the applicable Park Lands to the County provided the County demonstrates in the written request that funding for the applicable Park Lands improvements, including infrastructure and park facilities, is identified as a funded project in the County's five-year Capital Improvement Plan. The County and the Developer will mutually agree in writing as to the accelerated conveyance date. The Developer is not required to provide permanent Utilities and Access to the Park Lands until the due dates set forth herein and prior to this date the County (at its expense) is responsible for any temporary Utilities and Access and any other items needed to temporarily provide public access to the applicable Park Lands. The Developer and the County must mutually agree in the applicable conveyance agreement as to the location, design and construction of any temporary Utilities and Access within the DSAP.
- b. Neighborhood Parks: The Developer shall provide or cause to be provided not less than 152.43 developable acres of neighborhood park land within the Property consistent with and in satisfaction of the County Park Regulations. This neighborhood park

acreage will be developed in portions for multiple neighborhood parks within the Property consistent with the County Park Regulations and may include the Additional Trails/Paths. The Developer shall construct, or cause to be constructed the neighborhood park facilities in accordance with the County Park Regulations. A homeowners association, property owners association, unit of special purpose government or similar entity shall own and maintain the neighborhood parks and/or facilities. At the time of PDP submittal for any residential lands within the Property or portion thereof, the PDP shall provide for the general location of any required neighborhood park(s), the allowed uses, design guidelines and timing for development of the applicable neighborhood park(s) and such items shall be consistent with the neighborhood park County Park Regulations. The location and associated uses and facilities of the neighborhood park lands shall be finalized in conjunction with the review by the County of the applicable site engineering plan. Provided the Developer satisfies or causes to be satisfied the conditions in this Development Condition 16(b), no additional neighborhood park mitigation is required as a result of residential impacts from this DSAP.

- c. Common Open Space: Common open space will be provided within the DSAP and may include neighborhood parks, the Additional Trails/Paths, trailheads, mews, plazas, ponds, platted open space and/or greenspace and other uses consistent with the Comprehensive Plan, Table 2.1 of the DSAP Document, and the underlying Land Use Sub-Category and this DSAP Development Order. At the time of PDP submittal for the Property or portion thereof, each PDP shall provide for the general location of any common open space, the allowed uses, design guidelines and timing for the common open space. Common open space within the Property or portion thereof shall be finalized at the time of site engineering plan approval of adjacent DSAP development areas. A homeowners association, property owners association, unit of special purpose government or similar entity shall own and maintain the DSAP common open space.

- 17. **Fire Rescue and Law Enforcement.** As a condition of development, the Developer shall dedicate or cause to be dedicated land within the Property for three (3) fire rescue station sites, which may include a law enforcement substation at each site. Each land dedication

shall be comprised of not less than four (4) developable acres and each site is generally depicted on **Exhibit G** as “F” (“Fire Station Sites”). For purposes of this Development Condition 17, “developable acres” means upland, dry, flat acreage with well drained soils that are suitable for their intended purposes. Dedication of each of the Fire Station Sites to the County shall occur at the earlier of one hundred and eighty (180) days from (i) the County approving the applicable PDP containing the Fire Station Sites (subject to the expiration of all appeal periods or final resolution of any appeal relating to the PDP), (ii) site engineering plan approval for the roadway segment that provides access to the applicable Fire Station Sites boundary or (iii) at such later time as directed in writing by the County. The dedication of land for each of the Fire Station Sites shall be subject to a conveyance agreement between the Developer and the County. Such agreement shall provide for (a) the final location of each of the Fire Station Sites, (b) a requirement for a deed restriction (of up to fifty (50) years from the Effective Date) restricting the Fire Station Sites to a fire rescue station and law enforcement substation or other ancillary public uses as defined by the County and as may be amended from time to time and (c) any other relevant matters, including, but not limited to, utilities and infrastructure for each of the Fire Station Sites.

The Developer shall receive fire rescue and/or law enforcement impact fee credits on a dollar-for-dollar basis for the fair market value of the land for each of the Fire Station Sites set forth herein. The amount and timing of the fire rescue and/or law enforcement impact fee credits shall be determined in accordance with the impact fee credit agreement(s) entered into between the Developer and the County for the Fire Station Sites and Section 163.31801, Florida Statutes, and Code of Ordinances Chapter 34, Section 34-86, of the Impact Fee Ordinance, as amended, provided that the fair market value of any land dedication shall be calculated as set forth below. Given that this DSAP is a long-term project and the rapidly escalating property values and inflation, the Developer and the County agree that the value of the Fire Station Sites to be conveyed to the County per this Development Condition shall have a fair market value of \$60,000 per acre which valuation is similar to recently obtained land appraisals within this portion of the County. The total Fire Station Sites impact fee credit from the conveyance of the Fire Station Sites to the County shall not exceed \$720,000.

Utilities and Access shall be provided or caused to be provided by the Developer to the boundary of each of the Fire Station Sites, such that general contractors constructing the Fire Station Sites need only connect to the Utilities and Access at the edge of each of the Fire Station Sites. Additionally, if cable, telephone, and fiber optic cable for internet access is being installed within a PDP where any of the Fire Station Sites are located, then those utilities shall also be provided or caused to be provided by the Developer to the boundary of the applicable Fire Station Sites such that general contractors constructing each of the potential Fire Station Sites need only connect to those facilities at the boundary of each property. The County (at its expense) shall be responsible for connecting the Utilities and Access and development on each site. In addition, the County is responsible for any necessary applications, permits or other approvals in order for it to develop and construct any of the Fire Station Sites dedicated herein.

The Fire Station Sites land dedication set forth in this Development Condition satisfies the County's fire rescue and law enforcement mitigation requirements. Provided the Developer satisfies or causes to be satisfied the conditions in this Development Condition 17, no additional fire rescue and law enforcement mitigation is required as a result of impacts from this DSAP (as set forth in this DSAP DO), except the payment of any fire rescue impact fees and law enforcement impact fees per the Impact Fee Ordinance (as amended from time to time), subject to any available impact fee credits.

18. **Cultural Resources.** A Phase I Cultural Resources Survey ("Survey") shall be completed and submitted with each DSAP PDP application. The Survey shall be of the property that is subject to the PDP application ("PDP Property") being submitted and shall be submitted prior to land disturbance within the PDP Property. For purposes of this development condition, the term "land disturbance" shall mean any manmade change of the surface of the PDP Property that is performed in connection with development of the PDP Property including removing vegetative cover that exposes the underlying soil, excavating, filling, grading, grubbing, discing, blading, contouring, ripping, and root raking; *provided, however*, "land disturbance" shall not include activities related to agriculture or silviculture uses as set forth in DSAP Development Order Condition 23. Each Survey will serve to identify any cultural resources located within the PDP Property. The results of

each Survey will be submitted to the Florida State Historic Preservation Office (“SHPO”) and will include any National Register of Historic Places (“NRHP”) eligibility recommendations for each cultural resource encountered during the Survey. If SHPO determines a cultural resource is deemed “eligible” for NRHP inclusion, the cultural resource will be avoided or mitigated through consultation with SHPO. If SHPO determines there is “insufficient information” about an identified cultural resource, SHPO may require a Phase II investigation to gather sufficient data to evaluate the cultural resource's NRHP eligibility status. After land disturbance occurs within any portion of the PDP Property and any previously unknown/unidentified cultural resource is discovered, an investigation will be conducted and a determination will be made by SHPO as to whether the newly discovered cultural resource is eligible for NRHP inclusion and, if so, the cultural resource will either be avoided or mitigated through consultation with SHPO. Cemeteries within the PDP Property shall be preserved onsite, will not be disturbed, and access to such cemeteries will be provided in accordance with Florida law. If any previously unknown cemetery is discovered on PDP Property, the Developer will file appropriate documentation concerning the location and features of any such newly discovered cemetery with the Florida Master Site File and with Nassau County and will not object to Nassau County making such records available to the public and to interested community stakeholders (e.g., the Gullah Geechee Cultural Community Trust, Inc., or similar or successor entities). If unanticipated discoveries of human remains are made during construction, the requirements in Section 872.05, Florida Statutes, and Chapter 1A-44, Florida Administrative Code will be followed.

19. **Impact Fee Credits.** Impact fee credits and mobility fee credits towards any present or future impact fees or mobility fees that may be adopted by the County shall be provided and administered in accordance with Section 163.31801, Florida Statutes, and any applicable impact fee ordinance, as they may be amended, and as set forth herein. Nothing herein will prevent the County from adopting new impact fees, or adjusting, raising, lowering or eliminating any impact fees or mobility fees. Notwithstanding anything to the contrary in this Development Condition 19, no impact fee credits or other similar credits shall be allowed for the right-of-way associated with Wildlight Parkway consistent with Development Condition 7(n).

20. **Intergovernmental Coordination.** The County maintains a Regional Coordination Element as a component of the Comprehensive Plan. The element contains goals, objectives and policies ensuring coordination of planning efforts with adjacent counties and cities, regional, state and federal agencies and entities that provide services but do not have regulatory authority within the County. This includes, but is not limited to the FDOT, the NFTPO, FDEP, FWC, SJRWMD, the Northeast Florida Regional Council and JEA.
21. **Projected Population for Planning Period.** A long-term master plan or detailed specific area plan adopted pursuant to Section 163.3245(3), Florida Statutes, is not required to demonstrate need based upon projected population growth or on any other basis. Notwithstanding this, the projected population within the DSAP for the short term (five-year) planning period and for the long term (buildout) planning period are set forth in the DSAP Document.
22. **Monitoring Official.** The County Planning Director or his/her designee shall be the local official responsible for monitoring and enforcing the DSAP development for compliance with this DSAP Development Order. On March 1 of even numbered years starting in 2026, the Developer shall provide the County a biennial DSAP monitoring report. The report shall include the following:
- i. A listing of any changes made in the plan of development, phasing, or in the representations contained in the DSAP Development Order since the Effective Date that occurred during the reporting period.
 - ii. A description of any Use Type changes/conversions approved in accordance with this DSAP Development Order that occurred during the reporting period.
 - iii. A listing of any undeveloped tracts of land, other than individual residential units or lots, that have been sold to a third party purchaser, the name of the purchaser, the location and size of the land and the amount of development rights allocated to the purchaser with map(s) depicting the land conveyed within the reporting period.

- iv. The acreage of uplands and wetlands placed under recorded conservation easements.
23. **Agricultural and Silvicultural Uses.** Consistent with Section 163.3245(9), Florida Statutes, the adoption of the DSAP and this DSAP Development Order does not limit the right to continue existing agricultural or silvicultural uses or other natural resource-based operations or to establish similar new uses. These uses are allowed by right in the DSAP and may include trails, boardwalks, hunting (including commercial hunting), shooting range, educational programs, nature education, archery, etc.
24. **Assignment.** This DSAP Development Order is binding on the Developer only as a condition to development of the Property (or portion thereof) owned by it and upon assignment by the Developer of any of its interest(s) under this DSAP Development Order, such assignor shall be fully and forever released from any DSAP Development Order condition assigned to a successor, except as specifically provided for in this DSAP Development Order.
25. **Public Utilities.** Public utilities or civic facilities (e.g., fire station, stormwater management facilities, etc.) are allowed within any of the ENCPA Land Use Sub-Categories.
26. **Deeds.** Any conveyance or dedication by the Developer required as a condition to development under this DSAP Development Order shall be by special warranty deed.
27. **Exhibits.** Below is a listing of the Exhibits to this DSAP Development Order:
- Exhibit A:** the Property
 - Exhibit B:** DSAP Master Land Use Plan
 - Exhibit C:** DSAP Document
 - Exhibit D:** DSAP 2 Use Type Equivalency Table
 - Exhibit E-1 – E-4:** DSAP 2 ENCPA Mobility Transportation Improvements Maps

Exhibit F: Greenway, Overlay & Trails Network Map

Exhibit G: Public Facilities Map

SECTION 3. PURPOSE AND INTENT

The purpose and intent of this Ordinance is to adopt a detailed specific area plan development order in accordance with Section 163.3245, Florida Statutes.

Section 4. TITLE OF DSAP

The DSAP included within this Ordinance shall be entitled the East Nassau Community Planning Area Detailed Specific Area Plan (DSAP) #2.

Section 5. LEGISLATIVE FINDINGS

1. The DSAP Document included in this Ordinance and this DSAP Development Order are consistent with the goals, objectives, and policies and long term master plan for the ENCPA contained in the Comprehensive Plan and LDC Article 27.
2. This Ordinance satisfies the requirement for adoption of a detailed specific area plan by local development order as contemplated in Section 163.3245, Florida Statutes.

Section 6. ADOPTION OF DSAP

The DSAP Development Order is hereby adopted, and property owners within the DSAP shall be entitled to apply for development approvals for individual projects consistent with the DSAP Development Order as set forth herein.

Section 7. EFFECTIVE DATE

The Effective Date of this Ordinance is _____, 2023, which is the date of its adoption by the Board (the “Effective Date”). However, if a petition is filed alleging that the DSAP Development Order is not consistent with the Comprehensive Plan or with the long term master plan or for any other reason, this Ordinance shall not be effective until completion of the appeal process provided for in Section 163.3245(3)(e), Florida Statutes, or completion of any other applicable appeal process.

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RENDITION

Within ten (10) days of the adoption of this DSAP Development Order, Nassau County shall render a copy of this DSAP Development Order with all attachments, certified as complete and accurate, by certified mail, return receipt requested, to the Florida Department of Commerce, Division of Community Development, and the Applicant.

PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF
NASSAU COUNTY, FLORIDA, THIS _____ DAY OF _____, 2023.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

By: _____

Its: Chairman

Attest as to Chairman's signature:

JOHN A. CRAWFORD

Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:
