

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered by and between Leon County, Florida (“County”), a political subdivision of the State of Florida, and Bannerman Forest, LLC, a Florida limited liability company, Bannerman Crossings V, LLC, a Florida limited liability company, Bannerman Crossings II, LLC, a Florida limited liability company, and Summit Holdings VIII, LLC, a Florida limited liability company, by and through Terra Vista Group, manager or managing member of said entities (collectively referred to as “Developer”).

Recitals:

WHEREAS, Summit Holdings VIII, LLC owns that certain parcel of land, formerly owned by the DesSantis Trust, described in **Exhibit A** (hereinafter the DeSantis Parcel); and,

WHEREAS, County owns those two certain parcels of land, comprising 7.5 acres, lying to the south of Bannerman Road which are described in **Exhibit B** (hereinafter “County Parcels”). Surrounding the County Parcels are lands owned by Bannerman Forest, LLC, Bannerman Crossings II, LLC and Bannerman Crossing V, LLC (hereinafter the “Bannerman Parcels”) also described in **Exhibit C**. The County Parcels and the Bannerman Parcels constitute the portion of the property subject to this Agreement that lies south of Bannerman Road (“Southern Property”); and,

WHEREAS, on February 24, 1998, Leon County and Robert G. Lauder, Wilma B. Lauder, and Fred J. Petty entered into a Development Agreement (“Lauder DA”). The Lauder DA is recorded at Book 2097, Page 1839 in the Public Records of Leon County; and,

WHEREAS, subsequent to entering into the Lauder DA, the County purchased a 75 +/- acre parcel of property from Wilma B. Lauder and Fred J. Petty (hereinafter the “Lauder Parcel”). This purchase occurred on May 1, 2002. The Lauder Parcel is more particularly described in **Exhibit D**. The County subsequently sold the Lauder Parcel, less a 10 acre parcel that was sold to Bradfordville Baptist Church, to Richard S. Kearney (hereinafter “Kearney”) on January 14, 2004, also conveying to him all rights and obligations of the Lauder DA. Kearney subsequently divided said property and conveyed said property to Bannerman Forest LLC, Bannerman Crossing II LLC, Bannerman Crossing LLC, and Leon County. These entities are the successors in interest to the Lauder DA; and,

WHEREAS, on June 19, 2002, Leon County entered into an agreement with H.L. Laird and Margaret L. Hirt, James K. Godfrey and Kristin H. Godfrey, the Arlene L. Carter Revocable Trust Agreement and the Bradfordville Hunt Club (“Godfrey-Laird Agreement”) governing the DesSantis Parcel; and,

WHEREAS, the County and the Peter A. DesSantis Trust (successor in interest to the Godfrey-Laird Agreement) entered into a Traffic Mitigation Agreement and First Amendment to the Godfrey-Laird Agreement (“Traffic Mitigation Agreement”) on or about July 10, 2008, recorded in OR Book 3881, Page 1760, public records of Leon County, Florida; and,

WHEREAS, on December 21, 2012, Summit Holdings VIII, LLC purchased the DesSantis Parcel from the Peter DesSantis Trust becoming the successor in interest to the Godfrey-Laird Agreement, and the Traffic Mitigation Agreement (cumulatively “the DesSantis Agreements”); and,

WHEREAS, pursuant to the DesSantis Agreements the Developer is entitled to the net number of new vehicular trips that would be created by a mixed-use development consisting of 75,000 square feet of commercial retail land use and 32 residential dwelling units, approximately 232 trips during the PM peak hour of generation; and,

WHEREAS, in consideration for the project roadway impacts generated by the development anticipated in the Godfrey-Laird Agreement, the Developer is obligated to dedicate right-of-way and drainage easements to the County between the northern boundary of the northern parcel and the northern right-of-way of Bannerman Road with the intention that a roadway be constructed within this right-of-way, which will be an extension of Beech Ridge Trail, a public road, extending from the southern right-of-way of Kinhega Drive to the northern edge of the pavement of Bannerman Road (hereafter “Beech Ridge Trail Extension”); and

WHEREAS, the County and Summit Holdings VIII, LLC entered into the First Amendment to the DesSantis Proportionate Share Mitigation Agreement and First Amendment to Settlement Agreement to extend the term of the DesSantis Proportionate Share Mitigation Agreement until July 10, 2018; and

WHEREAS, the rights and obligations to the Lauder DA and the DesSantis Agreements are held by the Developer; and,

WHEREAS, because it is the intent of the Developer and the County that this Agreement be a comprehensive agreement detailing those rights and obligations which remain outstanding in the Lauder DA and the DesSantis Agreements, all unexercised rights or unfulfilled obligations are incorporated herein. Those rights and obligations not specifically mentioned herein are deemed extinguished or satisfied; and,

WHEREAS, County is desirous of exchanging the 7.5 acre County Parcels for a +/- 17.8 acre parcel contained within the DeSantis Parcel, which shall be designated as a passive park, public road right-of-way and a regional storm water facility contained therein **Exhibit E**; and,

WHEREAS, Developer desires to participate in the exchange referenced above and desires to develop certain lands along Bannerman Road within the DeSantis parcel and also the County Parcels along with other contiguous parcels it presently owns into one (1) cumulative commercial/retail and residential center as depicted in **Exhibit F**; and,

WHEREAS, the developer wishes to utilize/allocate the DeSantis entitlements (listed above) in combination/addition to the 83,156 SF of existing retail/commercial development (Bannerman I and II) entitlements, to develop one (1) mixed-use project (see **Exhibit F**). The developer proposes (up to); ~~401,500~~ 116,500 SF of retail/commercial ~~(anticipated to be allocated with 25,500 SF north of Bannerman Road & 76,000 SF south of Bannerman Road),~~ 20,000 ~~40,000~~ SF of office ~~(north of Bannerman Road)~~, and a maximum of 153 single family residential units ~~(south of Bannerman Road)~~; and

WHEREAS, this Agreement is a Development Agreement adopted pursuant to Chapter 163, Florida Statutes, and Chapter 10, Article II, Division 5 of the Leon County Code of Laws, and the powers of Leon County as a charter county.

WHEREAS, the original Development Agreement is recorded in the Public Records of Leon County at Book 4629, Page 1605, and re-recorded in the Public Records of Leon County at Book 4794, Page 442 to replace Exhibit "F" with correct development plan, and to make all exhibits more legible.

NOW, THEREFORE, in consideration of the mutual promises and premises set forth herein, Leon County and the Developer (the "Parties") enter into this First Amendment to the Lauder Development Agreement, Second Amendment to the DeSantis Proportionate Share Traffic Mitigation Agreement, and Second Amendment to the Godfrey-Laird Settlement Agreement, as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference as if specifically set out.
2. **Comprehensive Plan Consistency.** All of the properties contemplated in this agreement are within the Bradfordville Future Land Use Category of the Tallahassee / Leon County Comprehensive Plan and further implement the development patterns identified in Policy 1.7.9. The proposed uses and densities / intensities are within the development patterns thresholds and will locate commercial development within the Thomasville Road / Bannerman Road node as envisioned. The County has determined that, upon full implementation of this Agreement, the development permitted or proposed shall be consistent with the Tallahassee-Leon County Comprehensive Plan and land development regulations.

3. Property Transfer.

- a. Property Exchange. The County will transfer to Developer, via County Deed the County Parcels, with no encumbrances or title exceptions excepting for those identified in **Exhibit B-1**. Developer will transfer to the County, via Statutory Warranty Deed, the 17.8 acre parcel (Beech Ridge Trail Extension right-of-way, community center site, stormwater ponds and passive park), as described in **Exhibit E**, free and clear of encumbrances and title exceptions excepting for those identified in **Exhibit A-1**. The transfer of said properties shall occur upon completion of the construction by Developer and acceptance of dedication by the County of the Beech Ridge Trail Extension.
- b. School House Relocation. The Developer, at their expense, will relocate the Historic County School House (“School House”) to an agreed-upon location on the DesSantis parcel no later than 60 days following the acceptance of Beech Ridge Trail Extension by the County. The Developer will take special precaution and care in moving the School House to maintain the structural integrity of the building. The Developer will provide the following at the new School House site: 1) installation of asphalt (or other material acceptable to the County) ingress/egress through curb return, 2) gravel parking lot with 15 parking stalls and 1 concrete handicap accessible parking space, 3) all necessary utility connections, 4) structurally designed concrete piers to set house, 5) sidewalk from the handicap accessible parking space to ingress/egress ramp 6) stabilize site and relocation of the Capital Area Flood Warning Network (CAFWN) weather monitoring equipment to the new site. The site and building will be owned and operated by Leon County as a Community Center.

4. Beech Ridge Trail Extension and Passive Park

- a. To mitigate for the roadway impacts anticipated to occur as a result of the development contemplated by the Agreement, the Developer will dedicate to the County right-of-way and drainage easements between the northern boundary of the County right-of-way and drainage easements between the northern boundary of the DesSantis parcel and the northern right-of-way of Bannerman Road with the intention that a roadway be constructed within this right-of-way, which will be an extension of Beech Ridge Trail, a public road, extending from the southern edge of the pavement of Kinhega Drive to the northern edge of the pavement of Bannerman Road. The dedication will include sufficient area to provide for the construction, operation and maintenance of facilities for stormwater treatment, including drainage easements, for the run-off generated by the Beech Ridge Trail Extension. The dedicated right-of-way shall be no less than sixty (60) feet in width, which may require that a governmental subdivision be approved.

- b. Funding and construction of the Beech Ridge Trail Extension shall include all design, surveying, engineering, permitting, testing, construction management or other costs associated with the construction of the Beech Ridge Trail extension and associated stormwater treatment. The design process shall include submittal of design documents to Leon County Public Works and Leon County Development Support and Environmental Management for review, comments (which comments shall be implemented by the Developer) and approval, as appropriate, at the customary points of design completion: 30%, 60%, 90%, and 100% of design completion. Leon County Public Works and Leon County Development Support and Environmental Management shall be afforded adequate time for this review, including not less than 30 days for review of final plans for final approval at 100% completion. The County must approve or reject the final plans with 60 days, exclusive of time required for the applicant to respond to a notice of application deficiency, or it shall be deemed that the County has approved the final plans as submitted.
- c. Developer will bear the costs of designing, surveying, engineering, permitting, conducting evaluations/investigations and cost of the construction of the Beech Ridge Trail Extension and associated storm water facilities.
- d. Developer has agreed to contribute to the County one-half of the cost, on a reimbursement basis, not to exceed a total contribution of \$100,000.00 for surveying, engineering, designing, and permitting a roundabout at Kinhega Drive and of the acquisition of needed right-of-way to access the roundabout and for construction of the roundabout. Of the committed funds, \$36,734.00 of the Developer's contribution remains outstanding. Attached as **Exhibit G** is the acknowledgement from the County confirming the Developer's contribution to-date.
- e. The County shall be responsible for all remaining costs of permitting, design, construction, and additional right of way acquisition needed for the roundabout at Kinhega Drive and Beech Ridge Trail (that exceed the contribution by the Developer) along with the needed acquisition and cost of the necessary right-of-way or easements for the Beech Ridge Trail stormwater pond outfall. The County will acquire all necessary rights of way and/or easements in timely manner and fund construction of said roundabout commensurate with the final approval of this agreement by the County Commission. The County will, upon execution of this Agreement, in a timely manner, take all required steps to acquire the drainage easement as depicted in **Exhibit E.**, attached. Should said drainage easement not have been acquired by the date which is 60 days prior to the estimated date of the acceptance of the dedication of Beech Ridge Trail Extension by the County, then the County shall initiate a "quick take" condemnation of the drainage easement.

The County shall not withhold the permitting of the construction of Beech Ridge Trail and associated stormwater ponds due to the lack of said drainage easement.

- f. Beech Ridge Trail Extension shall be designed and constructed as a collector street, consistent with the parameters established by and in coordination with Leon County Department of Public Works, and shall include the following design elements: two eleven-foot wide travel lanes; curb and gutter along each side of the street; four-foot wide bicycle travel lanes along each side of the street; a sidewalk of no less than five feet of width to be provided along one (1) side of the street; conveyances for stormwater; a stormwater detention or retention facility in compliance with the Bradfordville Stormwater Standards and the Bradfordville Sector Plan, with adequate access thereto; a traffic signal at the intersection of Beech Ridge Trail and Bannerman Road, including associated support structures, signal box, pedestrian crossing signals, and wiring, the cost of which shall be borne by the Developer.
- g. The Developer may proceed with the construction of the Beech Ridge Trail Extension and reserves the right to design, permit, and build a temporary road terminus with its associated stormwater infrastructure. If feasible, the County will fund the Beech Ridge Trail Extension roundabout construction commensurate with Developer's issuance of an invitation to bid for the construction of the Beech Ridge Trail Extension. The Developer's invitation to bid will also include the roundabout (as addendum) and to construct the roundabout via 'construction agreement' between the County and Developer.
- h. Upon the final completion of the construction of Beech Ridge Trail Extension and associated storm water facilities construction, and acceptance of that construction by Leon County Public Works, the Developer shall dedicate or convey the ownership of Beech Ridge Trail Extension right-of-way to Leon County along with all applicable drainage conveyances to the stormwater management facilities, and the said stormwater management facilities, subject to the Board of County Commissioners' acceptance. The construction and dedication of Beech Ridge Trail Extension to Leon County qualifies as significant benefits under the provisions of Section 6.2.5.3.b. of the Leon County Concurrency Management Policies and Procedures Manual, adopted on November 14, 2006.
- i. The parties agree and understand that the commitments for the construction, dedication and acceptance of Beech Ridge Trail Extension, in its entirety, shall be pre-requisites for the issuance of any certificate of occupancy for any building constructed on the DeSantis Parcel. Except, however, should the County fail to construct its portion of the road and roundabout, such failure shall not affect the Developer's right and ability to obtain building permits for development on the DeSantis Parcel and the commercial parcels on the south side of Bannerman

Road. In such case, the northern termination of Beech Ridge Trail Extension shall be at the north property line of the DeSantis Parcel.

- j. As a condition of any development order or environmental permit, pursuant to this Agreement, the Developer shall provide a surety device for the construction of Beech Ridge Trail Extension and associated improvements as specified herein, which have not been constructed. The surety device shall:
 - (1) Be acceptable to and approved by the County Engineer and the County Attorney; and, cover 110 % of the cost of any uncompleted road, storm water management conveyance improvements, or other required infrastructure as estimated by the engineer of record and approved by the County Engineer; and,
 - (2) Be conditioned upon completion of construction and dedication of roads and storm water management conveyances as shown on the approved construction plans within 18 months, or as extended by the county engineer; and,
 - (3) Be payable solely to and for the indemnification of Leon County.
- k. The Developer shall provide a surety device, payable solely to and for the indemnification of Leon County, in the amount of 10% of the total cost of all required improvements as approved in the site and development plan to cover defects in materials and/or workmanship for two years for the Beech Ridge Trail Extension.

5. General Development Requirements

- a. Design Standards. Development shall comply with the Bradfordville Site and Building Design Standards Manual to the extent that it does not impact the original development rights granted under the DeSantis Agreements.
- b. Traffic Concurrency.
 - (1) Utilizing the latest ITE Trip Generation Manual, the Developer, in conjunction with the Leon County Department of Development Support and Environmental Management, has performed and completed the 'Traffic Concurrency Application' (dated 5/22/2013, amended 10/15/2013) which calculated and compared the aggregate sum of all existing and proposed non-residential (shopping center (184,656 SF)/office (20,000 SF)) and residential (153 units) PM peak hour trips for the entire mixed-use development against the cumulative sum of: 1) the number of trips already approved for the existing 83,156 SF retail/commercial development; and 2) what is reserved in the DeSantis

Agreements (approximately 232 trips) during the PM peak hour of generation. Any net new external PM peak hour trips for the development will be identified after deducting the previously reserved transportation concurrency trips. The calculated net external PM peak hour trips are 219 VPH and have minimal adverse effect on the surrounding roadway capacity network. To quantify, the proportionate cost by the developer to mitigate the offsite deficit presented by this proposed development is approximately \$64,451. The additional 15,000 square feet of retail use and 20,000 square feet of office use reflected in this amendment -generate 44 PM Peak Hour External Trips. The proportionate share calculation for the new impact will be deducted from the credit found in Section 5(b)(5) of this Agreement.

- (2) Signal and Turn Lane. Signal Warrant and Turn Lane Analysis (5/28/2013) was performed by Developer, at the request of Leon County Public Works Department, to ensure traffic operational safety along the Bannerman Road Corridor with respect to: 1) the proposed new intersection and signal at Beech Ridge Trail/Bannerman Road, and 2) the proposed shopping center and residential expansion west and north of the existing Bannerman Crossing development. The conclusion of this report shows that the Signal is warranted at its new location and modifications to Bannerman Road within its existing rights of way/pavement can be achieved to properly accommodate signal and new development (see 6.a below). It was determined however that a new westbound left turn lane off Bannerman Road to the future extension of Quail Common Drive south is recommended and would be beneficial to the residential development. This improvement is not immediately needed and furthermore is the second ingress/egress for the residential portion of this development and therefore could be built as part of the Bannerman Road widening project (see 6.d below for further detail). The anticipated cost of building the westbound left turn lane is approximately \$75,000 will be constructed during the widening of Bannerman Road. The traffic analysis will be updated during site plan review based on trip generation calculated from the proposed final development.
- (3) Developer Roundabout Expense: The remaining commitment due to the County for the Roundabout by the Developer is \$36,734. Said amount shall be offset against the benefits set forth in 5.b.(4), below.
- (4) Significant benefits to offset additional offsite PM peak trips, turn lanes, and roundabout (and all associated costs) as determined in 5.b.(1), (2), and (3), above:

- (a) The 40' of land (1.5 ac.) provided by Developer along south side of Bannerman Road as described in 6.e. below is valued at \$900,000.
 - (b) The 20' of land (0.23 ac.) provided by Developer along north side of Bannerman Road as described in 6.c. below and the stormwater treatment and attenuation provided for same by the Developer. Is valued at \$125,000.
 - (c) Relocation of Beech Ridge Trail Extension by Developer at Bannerman Road approximately 300' west of previously approved DeSantis agreement location as described in 6.a. below is valued at \$75,000.00.
- (5) Costs required by Developer as described in 5.b.(1), (2), and (3) above total approximately \$176,185 and the value provided by the developer as described in 5.b.(4) above totals approximately \$1,100,000.00 for a net value owed to the developer of \$923,815. The developer will be allocated a credit of \$923,815 to be used towards the funding of the Bannerman Road widening project, should additional concurrency mitigation is necessary. The Bannerman Road widening project may be constructed in phases, with the first phase occurring from Beech Ridge Trail to the drainage divide located approximately 900' west of Quail Commons Drive. Additional significant benefits provided by Developer could be realized by the County in land provided by the Developer for stormwater treatment/attenuation for this initial phase of Bannerman Road widening as further discussed in Section 6.(b) and (e) below.

c. Entitlements.

- (1) As concurrency has been finalized and properly mitigated, three (3) categories of land use entitlements will be created for all future development to allocate concurrency:
 - (a) Shopping Center (commercial/retail) (~~101,500~~ 116,000 square feet);
 - (b) Office (~~20,000~~ 40,000 square feet);
 - (c) Residential (153 single family);
- (2) Land Use Conversion Tables. A land use conversion table is attached hereto as **Exhibit H**, utilizing the latest Traffic and Transportation Engineering methodologies, that interconnects the three (3) categories,

above, shall be utilized should future land use changes be requested by the Developer.

- d. **Public Transit.** The Developer will coordinate with Star Metro to locate a transit stop and shelter on the Developer's parcel lying south of Bannerman Road should Star Metro determine need and have appropriate funds to implement. The costs of design, permitting, construction, and installation of such a transit stop/shelter shall be borne by Star Metro with the exception of the concrete pad for the stop/shelter, which will be borne by the Developer. All future maintenance of said stop/shelter will be determined at later date between the parties.
 - e. **Natural Area.**
 - (1) The Developer will donate the undisturbed lands that remain outside the limits of Beech Ridge Trail Extension right-of-way, stormwater management ponds, Community Center, and the proposed commercial development lying on the north side of Bannerman Road to Leon County. These areas will be available for use towards natural area credit for future development north of Bannerman Road, including existing or manmade wetlands (wet ponds), and otherwise consistent with the County's GRACE program.
 - (2) Open Space may be included in rezoning and/or sector plan amendments if needed to achieve Natural Area credit. To the extent that the natural area is not sufficient onsite, for off-site credit the Developer may use the County's GRACE program to provide required open space mitigation offsite. All wetlands, watercourses, and stormwater facilities that are designated as wet ponds may count towards the Natural Area requirement.
6. Improvements to Bannerman Road.
- a. The Developer will bear the costs to redesign and permit the intersection of Beech Ridge Trail Extension and Bannerman Road so that such intersection aligns with the new proposed entrance to the development on the Southern Property presently undeveloped. The 5/28/2013 Signal Warrant and Turn Lane Analysis has demonstrated that maintaining the existing westbound left turn lane off of Bannerman Road into the existing Bannerman Crossings shopping center in conjunction with the proposed westbound left turn lane at the new traffic signal is allowed. The Developer is responsible for any and all median construction/reconstruction, signage and striping for said turning movements associated with the realignment. Once construction/reconstruction is complete and a reasonable time period has occurred allowing for vehicle traffic patterns to adjust, the County may eliminate the left turn movement at the first existing entrance and consolidate

left turn events to the signal at Beech Ridge Trail should traffic problems not be resolved through signal timing.

- b. Pursuant to the PD&E study done by RS&H for the widening of Bannerman Road, the Developer under the direction of the County will conduct (at County expense) a stormwater analysis (for phase I as described in 5.b.(5) above) to determine if right-of-way costs can be minimized and/or eliminated by utilizing Developer land south of Bannerman Road to treat/attenuate stormwater run off from the proposed Bannerman roadway widening. Based upon those results, a detailed construction cost assessment will be conducted to determine the economic viability of proceeding with the design, permitting and construction of this initial phase of Bannerman Road widening. Should such an arrangement be determined to be desirable by the Board of County Commissioners, the Board may consider an agreement for the engineering and/or construction of the project, which may authorize the Developer (at county expense) to proceed with the design and permitting of the initial phase of Bannerman Road widening as preliminarily designed by RS&H in said PD&E study. Furthermore, the proposed county widening of Bannerman Road will not affect Developer's construction of Beech Ridge Trail Extension or its realignment with Bannerman Road. Should the County proceed with the 'First phase' widening of Bannerman Road commensurate with the Developer's construction of Beech Ridge Trail the Developer may add this work as an addendum to their construction plans via a construction agreement between the Parties.
- c. Developer will provide 20 feet of frontage along the north side of Bannerman Road from its western property line to the realigned Beech Ridge Trail Extension intersection with Bannerman Road to accommodate the future 10' multipath side walk to be designed and built by Leon County. Developer will provide the capacity/attenuation and treatment for this multi-use path consistent with Leon County standards for the Bradfordville Study Area.
- d. County will maintain full intersection allowances at Quail Common and Bannerman Road, unless future traffic patterns/safety analysis concludes differently. The required westbound left turn lane identified in 5.b.(2) above will be built by the Developer at the total expense of Developer, to be determined, should impacts be recognized prior to County commencing with their Bannerman Road widening project. Should impacts not be recognized as described above, the County will build the westbound left turn lane off Bannerman Road onto the southerly extension of Quail Common Drive as part of their Bannerman Road widening design / construction. Sufficient median is proposed in the County's Bannerman Road widening plans to accommodate this left turn lane. Developer

is solely responsible for the design and construction of the southerly extension of Quail Common Drive.

- e. Developer will donate to the County the necessary 40 feet of frontage along the south side of Bannerman Road to accommodate the County's need for additional right-of-way to construct the future widening of Bannerman Road and potentially additional lands outside the donated 40 feet of frontage described above to accommodate the needed stormwater treatment/attenuation for the initial phase of widening of Bannerman road as described in 6.(b) above.
7. Development of the DeSantis Parcel
- a. The portion of the DeSantis Parcel not conveyed to the County, as set forth above and depicted in **Exhibit E**, shall retain and be entitled to +/-25,500 SF of commercial retail space and 20,000 SF of office space with the associated PM peak hour trips calculated from the new cumulative trip assessment determined in 5.b.(1) above and placed appropriately. The approximate location of the intended uses of the remaining parcel is depicted on **Exhibit F**.
 - b. The Developer will be authorized to subdivide the portion of the property not conveyed to the County into a maximum of seven (7) commercial lots, with a maximum of three (3) lots west of Beech Ridge Trail, and a maximum of four (4) lots east of Beech Ridge Trail. As shown in **Exhibit F**, access to the commercial properties shall be provided by a rear access road and shall not be permitted directly off Bannerman Road. Design standards will be adopted to relate the western lots to the park via pedestrian access. Fast food drive-through operations will be limited to three of the six parcels that abut Bannerman road. In the event of contiguous fast food development the County will allow; interconnected/shared vehicular and pedestrian access, and minimal landscape medians between parking isles by utilizing cumulative and contiguous natural buffers (cleared of underbrush) along Bannerman/Beech Ridge Trail Extension road frontage to compensate for internal shortfall. A single bank of parking may be allowed on the sides of the buildings facing Bannerman Road and/or Beech Ridge Trail Extension. The commercial buildings should be designed such that the side of the building facing Bannerman Road has doors, windows, or other design elements giving the appearance of accessibility to Bannerman Road. Developer shall install a buffer along the western boundary of the DeSantis Parcel where it is contiguous to Lots 10 and 11, Block C, Killlearn Lakes Unit 1. The buffer to be installed will be in compliance with a Type B buffer as set forth in Section 10-7.522 and shall be 10 feet in width, excluding the width of the buffer already in existence on the Killlearn Lakes Unit 1 Plat.

8. Development of Southern Property

- a. Interconnectivity. All land use components shall be designed to ensure optimal pedestrian, bicycle and vehicular interconnection(s) with the other land use components of the Southern Property, including interconnectivity between the retail and single-family residential components. To ensure interconnectivity between the commercial/retail component and the single-family component, the first component to be permitted and constructed shall provide both a pedestrian and vehicular interconnection to the component boundary line, in locations which will make future continuation into the second component feasible. The second component to be permitted and constructed shall continue the pedestrian and vehicular interconnection accordingly. In addition, transit opportunities shall be maximized.
- b. Lake McBride Scenic Overlay District. All development on the parcels lying south of Bannerman Road shall comply with and implement the Lake McBride Scenic Overlay District contained in Sec. 10-6.678 the Leon County Code of Laws.
- c. Commercial/Retail. A total of PM Peak Hour trips equivalent to +/- 76,000 SF of commercial retail space will be calculated from the new cumulative trip assessment determined in 5.b.(1) above and provided to the Southern Property.
- d. Single-family residential
 - (1) A total of PM peak hour trips equivalent to 153 single-family detached units will be calculated from the new cumulative trip assessment. This total shall be based on the Single Family Detached (210) rate found within the ITE Trip Generation Manual. The trip assessment has been determined in paragraph 5.b.(1) above and provided on the Southern property indicated on **Exhibit F** as single family.
 - (2) The Single-family component will be designed to ensure multiple access points to the other components of the Southern Property.
 - (3) The residential component on the Southern Parcels contains an existing single-family residential (SFR) home. This SFR home is located in the northwestern portion of the Southern Parcels and located within a residential component not directly adjacent to the main body of residential development (refer to Figure "F"). This outlying residential component is located in the Residential Preservation zoning district. The outlying residential component shall only be entitled to further subdivision upon the inclusion of an interconnection between this residential component and the main body of residential development. The inclusion of an

interconnection may entitle the outlying residential component to the density afforded by the applicable Residential Preservation zoning district standards noted in Section 10-6.617 of the Leon County Land Development Code (LDC). It should be noted that required infrastructure, traffic concurrency, and any environmental constraints may further limit the number of lots that may be developed. Development included on this property may not exceed the 153 single-family unit allocation for the Development.

- e. Open Space/Natural Area that is indicated on Exhibit F shall serve all development on the Southern Property with the exact boundaries of this land to be designated at permitting.
- e.f. Signage and Way Finding. Based on the pedestrian-oriented, village center concept represented in the approved site plan reflected in Exhibit I, the Developer shall submit a comprehensive signage and way finding plan. The plan shall consider the appropriate signage and way finding solutions for the development in question based on building orientation, number of entrances, and pedestrian access. The total square footage of signage proposed for an individual tenant or establishment included in the plan shall not exceed the total amount provided by the County's Sign Code. The signage and way finding solutions provided in the plan shall be internal to the project in a manner that they are not visible from Bannerman Road.

9. ~~Amendments to the Bradfordville Sector Plan, Land Development Code, and Rezoning~~

a. ~~Bradfordville Sector Plan.~~

- ~~(1) The County will consider an ordinance amendment to designate the entire DeSantis Parcel as Commercial Overlay Zone One (CO-1) in the Bradfordville Sector Plan and will confirm that the entitlements for this parcel are included in the allocated commercial square feet anticipated in the Bradfordville Sector Plan.~~
- ~~(2) The County will consider an ordinance amendment to remove the Commercial/Mixed Use Overlay Zone Two (CMUO-2) of the Bradfordville Sector Plan from the south side of Bannerman Road and to extend the existing CO-1 Overlay to the west.~~

b. ~~Amendments to the Official Zoning Map~~

- ~~(1) The County will consider amendments to the Official Zoning Map to rezone all land subject to this Agreement lying north of Bannerman Road to be Bradfordville Commercial Auto Oriented District (BC-1).~~

- ~~(2) The County will consider amendments to the Official Zoning Map to rezone a portion of the property subject to this Agreement lying South of Bannerman Road proposed for retail development and stormwater pond to be Bradfordville Commercial Auto Oriented District (BC-1).~~
- ~~(3) The County will consider amendments to the Official Zoning Map to rezone a portion of the land subject to this Agreement lying south of Bannerman road for single family residential development, stormwater pond and natural area to develop at a density of up to 3.5 units/acre based on gross land area.~~
- ~~(4) The Developer will complete a boundary settlement, or where applicable, a subdivision of property to configure the lot boundaries to conform with the boundaries of the zoning map, as amended.~~

10.9. Declaration of Covenants, Conditions, and Restrictions.

- a. The County and the Developer agree to effectuate an amendment to the Amended Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 3132, Page 782, in the Public Records of Leon County, Florida to allow construction of the development contemplated by this Agreement.
- b. The Amended Restrictive Covenants shall be amended and restated as follows:
 - (1) An amended Exhibit “A” (see attached **Exhibit D** to this Agreement) shall be provided which shall indicate the appropriate land uses pursuant to the Second Amendment.
 - (2) Article II shall be amended so as to relate only to the existing church parcel which shall be restricted to residential property with a density of one unit per ten acres or less; and a church or other religious facility shall be allowed on a portion of the residential property, provided that the church does not include a cemetery, a day school with more than 150 students or for children of kindergarten age or older, an adult congregate living facility, a nursing home, or similar activity.
 - (3) Article III shall be amended so as to relate to the existing and proposed commercial parcels and will be restricted to no greater than commercial zoning.
 - (4) Article IV will be amended to relate to proposed residential components and shall provide that any and all development on the portion of the 75.35-acre Property lying within the Lake Viewshed Overlay, as designated in Figure 12 of the Bradfordville Sector Plan, shall be consistent the applicable Leon County Land Development Regulations as set forth in

Section 4 of County Ordinance No. 00-31 adopted by the Board of County Commissioners of Leon County on July 11, 2000 (hereinafter the “Ordinance”); provided, however, that single family residential development of Lot 1 shown on Exhibit “A” shall be limited to a density of 3.5 units per 1 acre further restricted to no more than 153 single-family residential units

- c. The County agrees that it will take those steps necessary to effectuate and execute said amendment. The Parties understand that the amendment will have to be executed by Bradfordville Baptist Church and Bannerman Crossing, LLC in order for it to be effective. The County makes no representations as to the willingness of Bradfordville Baptist Church and Bannerman Crossing, LLC to executing said amendment. Such amendment is also contingent upon the modification of settlement agreements entered into by Leon County in Case Nos. 1997 CA 2689 and 2000 CA 1784 with Lake McBride Area Residents Association, Inc. and also with Killlearn Lakes Home Owners Association, Inc.

~~11~~.10. Indemnification. If this Agreement is challenged in any judicial or administrative action as being arbitrary or unreasonable, inconsistent with the Tallahassee-Leon County Comprehensive Plan, unconstitutional or otherwise invalid or unlawful for any reason, the Developer shall diligently defend such action or, at the option of the Board of County Commissioners in consultation with Developer, shall pay all the County’s defense costs and fees which are reasonable and necessary. The Developer shall also be liable for and hold the County, its officers, officials and employees, harmless from any costs, fees, damages and attorney’s fees, which may be assessed against the County, its officers, officials and employees, as it relates to such challenge. If the County is unable to perform any of its obligations under this Agreement due to delay caused by litigation or a final order of any court or administrative body or agency, Developer agrees it may not act under this Agreement to enforce such County obligation(s) nor shall Developer have a cause of action against the County for failure to meet such obligation. Additionally, the Developer shall have the right at any time during any such action(s) to withdraw the application for the 163 Agreement, re-zoning application, or request withdrawal of the Sector Plan Amendment.

~~12~~.11. Description of Necessary Development Permits. Failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

~~13~~.12. Effects of Annexation. The rights and obligations of this Agreement shall remain in full force and effect in the event that the Property, or any portion thereof, is annexed into the City of Tallahassee. The burdens and benefits of this Agreement shall be binding upon and shall inure to all successors in interest to the County and Owner.

- ~~14~~.13. Term. The rights and obligations under this Agreement shall run for a period of 20 years from the date of execution hereof or until such time as build out is complete, whichever occurs first.
- ~~15~~.14. Approval and Effective Date. Approval of the development agreement shall expire unless, within 30 days after approval by the Board of County Commissioners, the agreement is fully executed by all legal owners of the land covered by this Agreement. Within 14 days after the full execution of this Agreement, the County shall record this Agreement in the public records of Leon County. This Agreement shall become effective upon recordation in the public records.
- ~~16~~.15. Applicable Law. This Agreement shall be interpreted under the laws of the state of Florida.
- ~~17~~.16. Costs and Fees. In the event of any litigation involving the terms of this Agreement or the duties or obligations of the parties, the prevailing party shall be entitled to recover its costs and expenses, including without limitation, expert fees, consulting fees and all other fees reasonably incurred, and a reasonable attorney's fee in connection therewith, whether incurred at trial or appeal.
- ~~18~~.17. Binding Effect. The rights and obligations of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their lawful heirs, successors, and assigns, and any future owners of the parcels that are described herein.
- ~~19~~.18. Severability. If any work, phrase, clause, section, or portion of this Agreement shall be held invalid by a court of competent jurisdiction, such portion or word shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.
- ~~20~~.19. Complete Agreement. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Outstanding provisions in the Lauder DA, Godfrey-Laird Agreement, and DesSantis Traffic Mitigation Agreement are incorporated herein and those rights and obligations not specifically mentioned herein are deemed extinguished or satisfied.
- ~~21~~.20. Amendments. Any amendment to this Agreement shall not be binding upon the parties hereto unless such amendment is in writing and executed by all parties hereto.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Development Agreement.

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court and Comptroller
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

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

Developer Signatures Follow on Next Page

Remainder of this Page is Intentionally Blank

Witnesses:

BANNERMAN FOREST, LLC,

by: Tierra Vista Group, LLC
Its Manager

By: _____
Claude R. Walker, its Manager

State of Florida
County of Leon

The foregoing instrument was acknowledged before me this ____ day of _____, 2015⁴ by Claude R. Walker, as Manager of Tierra Vista Group, LLC, as Manager of Bannerman Forest, LLC, who: Is () personally known to me or () produced _____ as his identification.

Notary Public, State of Florida

Witnesses:

BANNERMAN CROSSINGS II, LLC,

by: Tierra Vista Group, LLC
Its Managing Member

By: _____
Claude R. Walker, its Manager

State of Florida
County of Leon

The foregoing instrument was acknowledged before me this ____ day of _____, 2015⁴ by Claude R. Walker, as Manager of Tierra Vista Group, LLC, as Managing Member of Bannerman Crossings, LLC, who: Is () personally known to me or () produced _____ as his identification.

Notary Public, State of Florida

Witnesses:

BANNERMAN CROSSINGS V, LLC,

by: Tierra Vista Group, LLC
Its Managing Member

By: _____
Claude R. Walker, its Manager

State of Florida
County of Leon

The foregoing instrument was acknowledged before me this ____ day of _____, 2015⁴ by Claude R. Walker, as Manager of Tierra Vista Group, LLC, as Managing Member of Bannerman Crossings V, LLC, who: Is () personally known to me or () produced _____ as his identification.

Notary Public, State of Florida

Witnesses:

SUMMIT HOLDINGS VIII, LLC,

by: Tierra Vista Group, LLC
Its Managing Member

By: _____
Claude R. Walker, its Manager

State of Florida
County of Leon

The foregoing instrument was acknowledged before me this ____ day of _____, 2015⁴ by Claude R. Walker, as Manager of Tierra Vista Group, LLC, as Managing Member of Summit Holdings VIII, LLC, who: Is () personally known to me or () produced _____ as his identification.

Notary Public, State of Florida

EXHIBITS

- A. DesSantis Parcel.
- B. County Parcels.
- C. Southern Parcel.
- D. Lauder Parcel.
- E. DesSantis Parcel, proposed.
- F. DesSantis Parcel and Southern Parcel,
proposed development and use.
- G. County Acknowledgement.
- H. Land Use Conversion Table.
- H.I. Bannerman Crossing Southside Commercial Site Plan.
- ~~I. Proposed Amendments to the Bradfordville Sector Plan
Commercial Overlay Districts.~~

