

Leon County Board of County Commissioners


Agenda Item #21

May 9, 2017

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator
Herbert W.A. Thiele, County Attorney

Title: First of Two Public Hearings on a Development Agreement between Leon County and Edward M. Mitchell, Jr.



Review and Approval:	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Patrick T. Kinni, Deputy County Attorney Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	David McDevitt, Director, Development Support & Environmental Management Tony Park, P.E., Director, Department of Public Works Theresa B. Heiker, P.E., Stormwater Management Coordinator Dan Rigo, Assistant County Attorney

Statement of Issue:

This agenda item seeks to conduct the first of two public hearings on a proposed Development Agreement to acquire property in furtherance of the Fords Arm South Water Quality Improvement Project goals and delineate certain development rights for the property owner.

Fiscal Impact:

This item has a fiscal impact to the County. Should the Board approve the Development Agreement, the funds for the costs of property acquisition in the amount of \$497,500.00 are available in the approved budget for the Project.

Staff Recommendation:

Option #1: Conduct the first of two public hearings on a proposed Development Agreement with the property owner (Edward M. Mitchell, Jr.) and schedule the second public hearing for consideration of such Development Agreement for June 20, 2017 at 6:00 p.m.

Report and Discussion

Background:

On April 4, 2017 the Board accepted staff's status report on the Fords Arm South Water Quality Improvement Project ("Project") (see Attachment #1, Description of Fords Arm South Water Quality Improvement Project) and authorized staff to schedule public hearings for consideration of a Development Agreement to acquire property necessary to complete the County's capital project. To address long standing flooding and water quality issues in the southeast area of Lake Jackson, the County has an approved and currently budgeted capital project designed to improve stormwater conveyances and water quality prior to discharge into Lake Jackson. Staff has identified property interests to be acquired through a Development Agreement with the property owner, Edward M. Mitchell, Jr. necessary to proceed with the Project.

Analysis:

The acquisition of the property interest and associated Development Agreement are necessary to proceed with the Project. In summary, the Project addresses both water quality and historic flooding in the southeast area of Lake Jackson. Specifically, the Project will:

- Construct a cross drain under Meridian Road critical to address dangerous flooding of Meridian Road. The Project will allow runoff to pass under Meridian Road instead of over the roadway as it currently occurs. The Lexington Branch, which flows under Meridian Road near the Goodwill store, will be directed to a sediment sump to allow any sediments to settle where maintenance staff can remove them on a regular basis. This will further reduce the amount of nutrient-rich sediment reaching Lake Jackson.
- Reduce historic flooding of John Hancock and Timberlane Roads.
- By reducing the flooding of the roads, stormwater runoff will be kept in the channels and reduce the amount of sediment moving downstream to Lake Jackson. This sediment causes the lake to be shallower and more susceptible to heating. The warm water and nutrients from the sediment encourage algae blooms which further degrade the lake.

In summary, the benefits of the proposed Development Agreement are:

- Limits overall impervious surface area to no more than 68%, a 17% reduction from the entitlements established by court order, thus assisting in limiting additional stormwater runoff resulting from the new development.
- Establishes architectural, design, lighting and signage standards to ensure a consistent development pattern and to assist in mitigating potential offsite impacts to neighboring residential properties.
- Establishes a specific review process for final development plans to provide certainty in the development review process for the site while also providing the opportunity for public notification and input.

- Provides the opportunity to establish a transit stop and shelter, should StarMetro determine the need and the funding is available.
- Provides a commitment to utilize Low Impact Design standards to the greatest extent possible, which will further assist in the treatment of stormwater from the site.
- Limits disturbance within the Canopy Road Protection Zone (CRPZ) to only those improvements necessary for access and turn lane improvements and places a conservation easement over the CRPZ area to ensure continued protection.
- Provide for additional plantings in the adjacent CRPZ, which will enhance the canopy road view-shed.
- Includes a 1.36 acre conservation easement on an adjacent residential property that will provide protection for the naturally vegetated floodplain.
- Provides development criteria which will allow conveyance of floodwater from the northern drainage basin that will improve flooding conditions on the property north of the Project.
- Clarifies the vested development entitlements and obligations established by the court order in 1992 ensuring consistency with the applicable development standards.

County staff has worked with representatives of the owner of Parcels 100 and 101, located adjacent to Meridian Road, and Parcel 102, located adjacent to Cloverdale Drive, toward drafting a Development Agreement. The proposed Development Agreement (Attachment #2) will clarify the status of the development rights assigned to the property, consistent with the Comprehensive Plan vested rights determination set forth by the Circuit Court Order dated March 16, 1992, and affirmed on appeal before the First District Court of Appeals, on December 31, 1992. The Court's order vested Parcel 100 from the future land use and concurrency provisions of the Comprehensive Plan, and also provided the owner with the ability to develop up to 69,000 square feet of commercial uses on that property. The proposed Development Agreement will clarify the applicable development standards and the review process applicable to all of the property pursuant to the provisions of the Land Development Code, and thereby, would extinguish a longstanding debate between the property owner and the County regarding these matters.

Pursuant to Sections 163.3220 through 163.3243, Florida Statutes, the "Florida Local Government Development Agreement Act", and Sections 10-2.501 through 2.504, Leon County Land Development Code, development agreements with property owners and developers are required to include the following:

1. **a legal description of the land subject to the agreement:** Parcels 100 and 101, are located adjacent to Meridian Road, and Parcel 102, is located adjacent to Cloverdale Drive, as further described in Attachment #2, Exhibit A.

2. **the duration of the agreement:** Twenty (20) years.

3. **the uses permitted on the land:**

Parcel 100 Approved Land Uses: Parcel 100 is vested from the Comprehensive Plan and is authorized for the development of 69,000 square feet of commercial uses, see Attachment #2, Exhibit F.;

Parcel 101 Approved Land Uses: Parcel 101 (outside of the Drainage Easement Area) is authorized for development in conjunction with Parcel 100 as part of an overall plan of development for Parcels 100 and 101, and the authorized land uses for Parcel 101 include the following: landscaping, asphalt and concrete paving, underground and overhead utilities, stormwater facilities, fencing, signage, lighting, driveway connections, and grading;

Parcel 102 Approved Land Uses: Parcel 102 is authorized for the development of a single-family residential unit and accessory uses and structures that support the residential unit;

Impervious Area. Development and construction of impervious areas on Parcel 100 is limited to 71% and Parcel 101 is limited to 24% associated with the Approved Land Uses, and when combined may occur up to, but shall not exceed, 68% impervious. The property owner has agreed to this standard despite the fact that the amount of impervious area currently authorized on Parcel 100 is 85%.

4. **a description of the public facilities that will provide utility services to the development:**

Potable water from City of Tallahassee, Utilities Department;

Sewer service from City of Tallahassee, Utilities Department;

Fire protection from City of Tallahassee, Fire Department;

Electric service from City of Tallahassee, Utilities Department;

Emergency Medical Services from Leon County Emergency Medical Services.

5. **consistency with the local government's comprehensive plan and land development regulations:**

- a. The property subject to the Development Agreement lies within the Lake Protection Future Land Use Category of the Comprehensive Plan with a

vested zoning designation C-1, Neighborhood Commercial District, applicable to Parcel 100.

- b. The development of Parcel 100 is vested from the consistency and concurrency requirements of the Comprehensive Plan (see Attachment #2, Exhibit G, Vesting Certificate), and as such, is consistent with the Comprehensive Plan and the development proposed in the Development Agreement is consistent with the County's 1989 Land Development Regulations. Since the land uses on Parcel 100 are vested from concurrency, the property is not required to conduct any transportation concurrency or operational analysis, nor subject to any transportation mitigation or fees, except for any turn lane improvements.
- c. The development of Parcels 101 and 102 are consistent with the Comprehensive Plan and the County's 2017 Land Development Regulations.

The proposed Development Agreement will also include provisions to address:

- 1. **Canopy Road Protection Zone:** mitigation of anticipated impacts to the portion of the property falling within the Canopy Road Protection Zone, include the assignment of costs to the property owner for turn lane improvements on Meridian Road anticipated to be required as a result of the development of the property and a planting plan associated therewith, see Attachment 2, Exhibit M. Staff recommends providing a status report item to the joint City/County Canopy Roads Citizens Committee at their next meeting, presently scheduled for May 17, 2017.
- 2. **off-site mitigation of onsite natural area and open space requirements:** incorporation of the adjacent Parcel 102 to the north of Parcel 100 into the overall development plan of the property, and minimum natural area and landscape requirements shall be provided for the development of Parcel 100 pursuant to the 1989 Environmental Management Act ("EMA"). Minimum natural area and landscape requirements shall be provided for development of Parcel 101 (outside of the Drainage Easement Area) pursuant to the 2017 EMA. These minimum natural area and landscape requirements may be satisfied by the property owner using the land on Parcel 102 that will be the subject of the Parcel 102 Conservation and Drainage Easement (Attachment #2, Exhibit J) and the Canopy Road Protection Area Impacts and Planting Plan (Attachment #2, Exhibit M), located on Parcels 100 and 101. As required by the 1989 and 2017 EMAs, respectively, 5% of the developed areas of Parcel 100 shall be landscaped. These 5% landscaping requirements for Parcel 101 may be satisfied by the property owner on Parcel 100.

3. **current onsite buildings and associated uses:** The building presently located on Parcel 101, an abandoned convenience store will be removed in its entirety, as will the associated parking lot. No buildings will be placed on Parcel 101, however a perpetual, exclusive drainage easement is being acquired by the County in furtherance of the Project. The building presently located on Parcel 100 leased to Goodwill, will remain.
4. **architectural design and site planning standards for the development:** Architectural design, lighting and signage standards are set forth in Attachment #2, Exhibit L, and shall be incorporated into the final development plans for Parcels 100 and 101. The property owner's development applications for Parcels 100 and 101 shall comply with such Architectural Design, Lighting and Signage Standards prior to approval.
5. **applicable stormwater and floodplain management standards:** The proposed developable areas on Parcels 100 and 101 are not in their natural state or condition and therefore the Lake Jackson Special Development Zone B requirements in the 1989 and 2017 EMAs, respectively, do not apply. However, stormwater for Parcel 100 shall be provided pursuant to the 1989 EMA stormwater requirements. The property owner shall satisfy the 1989 EMA stormwater requirements for treatment and rate control. As an alternative, the property owner may provide an additional 50% stormwater treatment volume than is mandated by the EMA stormwater requirements, with no rate control, if it is satisfactorily demonstrated to the County, during the permitting process, that there will be no adverse flooding impacts to downstream property. Parcel 101 stormwater shall be met pursuant to the 2017 EMA.
6. **Development Review Process:** The development of Parcels 100 and 101 is authorized subject to the property owner obtaining approval from the County for the following development permits:
 - i. Permitted Use Verification ("PUV");
 - ii. Natural Feature Inventory ("NFI");
 - iii. Site Plan under Type B Review ("Site Plan");
 - iv. Environmental Management Permit, Standard Form ("EMP"); and
 - v. Building Permits.

The proposed Development Agreement effectuates the purchase of a perpetual, exclusive drainage easement on Parcel 101, and temporary construction easements on Parcels 100 and 101, as part of the County mitigation Project. The costs associated with this acquisition equal

\$497,500. As set forth above, funds for the costs associated with the acquisition of the property interests are available in the approved budget for the Project.

The acquisitions from Parcels 100 and 101 have been negotiated under the threat of eminent domain pursuant to Section 73.015, Florida Statutes. As such, the County is obligated to pay full compensation to the property owner in an amount that includes several components. The property owner is entitled to compensation for the value of the easements acquired and for any reduction in value for the owner's remaining property not acquired. The full compensation must also address any adverse impact the acquisition may have on the business operation of the property owner's tenant, Goodwill Industries-Big Bend, Inc. The County is also statutorily obligated to pay the reasonable costs of the property owner's attorney's fees, expert fees, and costs incurred in the matter.

Based on our experience in past County projects, this has proven to be one of the most complex of any previous eminent domain acquisitions. It involves two abutting parcels, one which is vested from the Comprehensive Plan and the other which contains an abandoned commercial use, and has a decades-long history of unresolved issues with regard to its development potential. These complexities have resulted in a significant amount of time and expense incurred up to this point and, if not resolved with the approval of the Development Agreement, will likely result in substantial litigation costs to the County in excess of the settlement amount, regardless of the outcome.

Before entering into a development agreement the County is required to conduct at least two public hearings and is required to provide both published and mailed notice in advance of the Board's consideration of such development agreement at a public hearing. Such notice shall specify the location of the property subject to the agreement, proposed uses, proposed population densities and proposed building intensities, etc., a copy of the published notice is attached hereto (Attachment #3).

Options:

1. Conduct the first of two public hearings on a proposed Development Agreement with the property owner (Edward M. Mitchell, Jr.) and schedule the second public hearing for consideration of such Development Agreement for June 20, 2017 at 6:00 p.m. Authorize staff to provide a status report item to the joint City/County Canopy Roads Citizens Committee at their next meeting scheduled for May 17, 2017.
2. Conduct the first of two public hearings on a proposed Development Agreement with the property owner (Edward M. Mitchell, Jr.) and do not schedule the second public hearing for consideration of such Development Agreement for June 20, 2017 at 6:00 p.m.
3. Board direction.

Recommendation:

Option #1.

Title: First of Two Public Hearings on a Development Agreement between Leon County and
Edward M. Mitchell, Jr.
May 9, 2017
Page 8

Attachments:

1. Description of Fords Arm South Water Quality Improvement Project
2. Proposed Development Agreement
3. Published Notice

Description of Fords Arm South Water Quality Improvement Project

The Fords Arm South Water Quality Improvement Project (“Project”) consists of three distinct projects which are designed to improve the stormwater quality discharging to Lake Jackson, and to address flooding experienced in the Linene Woods neighborhood, the Lakeshore Estates neighborhood, as well as to Meridian Road. The Fords Arm of Lake Jackson is located in the southeast quadrant of the lake, receiving stormwater from south and east of the lake. The Project is broken into three target areas shown on the map (See page 2): the Linene Woods Tributary Improvements, the Western Channels Project and the Meridian Crossdrain Project.

Linene Woods Tributary Improvements:

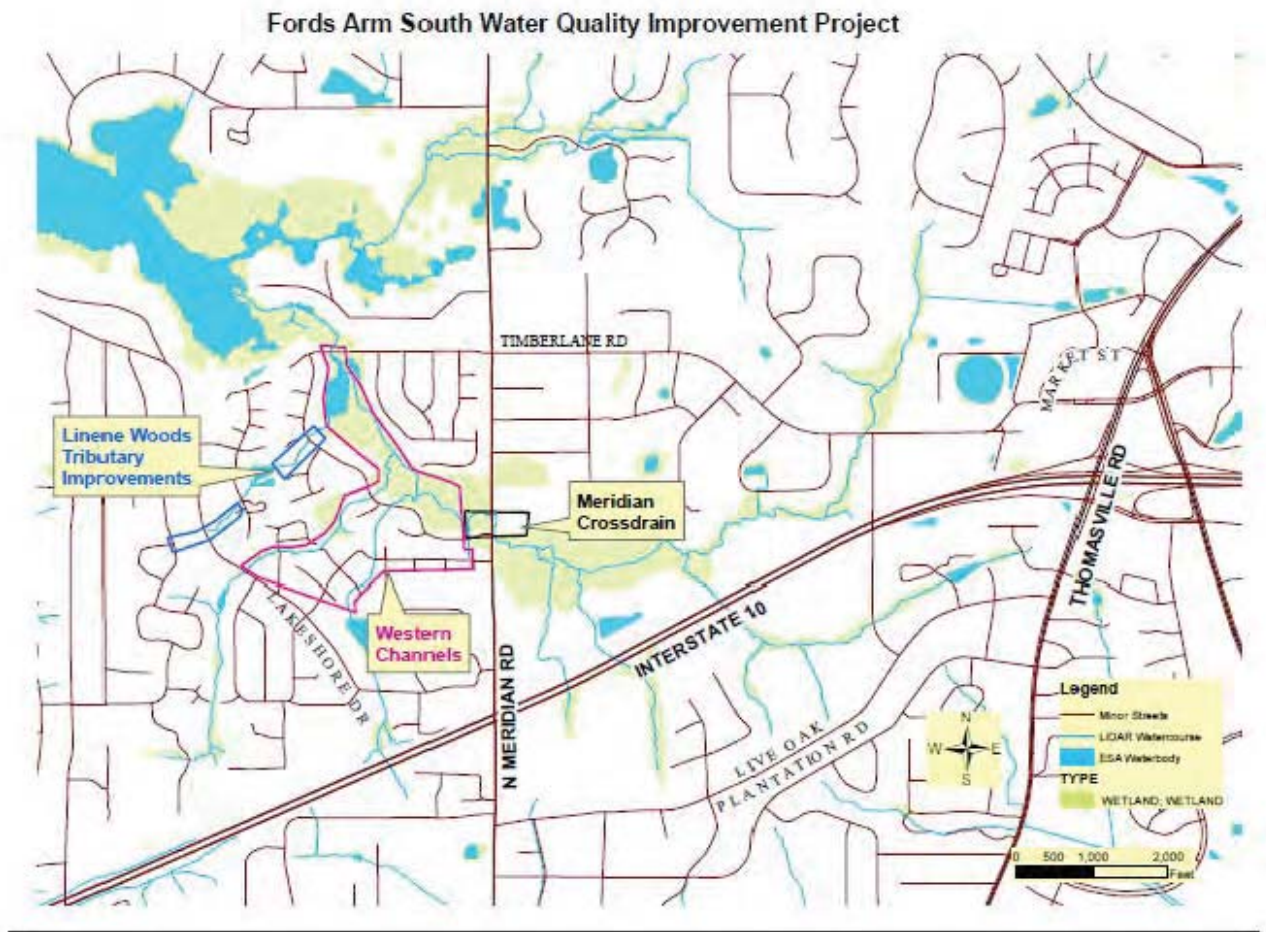
- Regrading the main ditches that run from Lakeshore Drive north to Hunter’s Crossing and from Hunter’s Crossing to the wetland north of John Hancock Drive;
- Replacing the existing crossdrain under John Hancock Drive to increase the stormwater capacity;
- Regrading two lots purchased for flood mitigation, one on Lakeshore Drive and the other on John Hancock Drive, to better transition the stormwater into the crossdrains under the respective roadways;
- All regraded ditches will be stabilized to prevent future sediment scour into the wetland and Lake Jackson; and
- Conveyance improvements within the Linene Woods Subdivision to reduce nuisance flooding.

Western Channels Project:

- Regrading the main ditches that run through the Lakeshore Estates neighborhood to the wetland north of John Hancock Drive;
- All regraded ditches will be stabilized to prevent future sediment scour into the wetland and Lake Jackson; and
- Replacing the crossdrain under Timberlane Road so that peak flows pass under rather than over the road, ensuring access for residents.

Meridian Road Crossdrain Project:

- Addressing the flooding of Meridian Road by the Lexington Branch. Stormwater from over 1,800 acres beginning in the vicinity of Thomasville Road and Interstate 10 overwhelms the existing single pipe under Meridian Road. The pipe will be increased to three box culverts providing ten times the flow capacity;
- Property upstream of Meridian Road will be purchased to turn the stormwater flow west under Meridian Road at John Hancock Drive;
- A meandering swale will treat the stormwater after it passes under Meridian Road; and
- A large creek will join Lexington Branch in a sediment sump to further improve water quality before it reaches the wetland and Lake Jackson.



DEVELOPMENT AGREEMENT
(3401 North Meridian Road Property)

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 301 S. Monroe Street, Tallahassee, FL 32301 (“**County**”), and EDWARD M. MITCHELL, JR., a/k/a Eddie Mitchell, whose address is 1330 Capital Circle NE, Tallahassee, FL 32308 (“**Developer**”). The County and the Developer shall be collectively referred to herein as the “**Parties.**”

RECITALS

WHEREAS, the Developer is the fee simple owner of 8.7 acres which is specifically described in the attached **Exhibit “A” (“Property”)**; and

WHEREAS, the Property consists of three (3) parcels, which are referred to herein as “**Parcel 100,**” “**Parcel 101**” and “**Parcel 102**” and which are each specifically described in the attached **Exhibits “B,” “C” and “D,”** respectively; and

WHEREAS, this Agreement is adopted pursuant to Chapter 163, Florida Statutes, and Chapter 10, Article II, Division 5 of the Leon County Code of Laws, and under the authority and powers of Leon County as a charter county and political subdivision of the State of Florida; and

WHEREAS, stormwater runoff from the Fords Arm South Water Shed drains in a westerly direction through Lexington Tributary and across Meridian Road to Fords Arm, which forms the southeastern lobe of Lake Jackson; and

WHEREAS, Lake Jackson is a designated Outstanding Florida Water, State Aquatic Preserve and Surface Water Improvement and Management priority water body; and

WHEREAS, under existing conditions, Meridian Road is overtopped with water during many storm events, which creates a hazardous condition during two (2) year frequency stormwater events; and

WHEREAS, culvert velocities are extremely high for all frequencies at rates which strip vegetation and promote scouring beyond the existing culvert discharge under Meridian Road; and

WHEREAS, in order to reduce the frequency of flooding and erosion therefrom, and improve water quality of stormwater discharging into Lake Jackson, a mitigation project has been approved by the County (the “**County Mitigation Project**”), which is part of the Fords Arm South Water Quality Improvement Project (the “**Water Quality Improvement Project**”), and which includes the following improvements:

- (1) Removal of existing stormwater structures, buildings (including an existing 2,400 square-foot building), the paved parking area, fill, other associated improvements within Parcel 101, and grading to redirect stormwater runoff to triple culverts described in sub-paragraph (3) below;

- (2) Addition of a new culvert offsite under Meridian Road to be located north of Parcel 100;
- (3) Supplementing the existing 3' x 5.5' pipe arch with triple culverts to be located under Meridian Road adjacent to Parcel 101;
- (4) Constructing an offsite (not on the Property) swale downstream from the new triple culverts referenced in subparagraph (3) above to improve water quality before stormwater runoff reaches Lake Jackson;
- (5) Constructing an offsite (not on the Property) permanent pool pond to intercept sediment from the swale;
- (6) Stabilization with vegetation (i.e., Hydro-seeding and/or sod), following construction of the County Mitigation Project, within the Parcels 100 and 101 Temporary Construction Easement Areas (defined below);
- (7) Installing a protective guardrail along the Meridian Road boundary of the Parcel 101 Drainage Easement Area (defined below);
- (8) Construction of a drainage ditch within the Parcel 102 Drainage Easement Area (defined below); and

WHEREAS, the County Mitigation Project will provide relief from flooding, environmental benefits (including improving the water quality of discharged water before it reaches Lake Jackson), groundwater recharge, and habitat preservation; and

WHEREAS, the County needs the following “**Easements**” to implement the County Mitigation Project:

- (1) the Parcel 101 Drainage Easement (defined below) which will provide a perpetual, exclusive drainage easement over the Parcel 101 Drainage Easement Area (defined below);
- (2) the Parcels 100 and 101 Temporary Construction Easements (defined below) which provide temporary non-exclusive construction easements over the Parcels 100 and 101 Temporary Construction Easement Areas (defined below) to provide the County access to construct the Goodwill Improvements (defined below) and the County Mitigation Project;
- (3) the Parcel 102 Conservation and Drainage Easement (defined below) which provides, in part, a perpetual, non-exclusive drainage easement over the Parcel 102 Drainage Easement Area (defined below); and

WHEREAS, the Developer desires to develop the Property as provided herein; and

WHEREAS, the Parties through this Agreement desire to provide the County with the Easements to facilitate the construction, operation, and maintenance of the County Mitigation Project, and confirm the development rights and obligations for the development of the Property.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which being acknowledged hereby, the Parties do enter into this Agreement and agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference as if specifically set out below.

2. **Purpose.** The purpose of this Agreement is to:

- a. Confirm the development rights and obligations for the Property;
- b. Establish a development approval process for the Property that will facilitate the development of the Property;
- c. Confirm that the development rights and obligations for developing: (i) Parcel 100 are vested and therefore consistent with the Tallahassee-Leon County Comprehensive Plan (“**Comprehensive Plan**”) and that the land use proposed by this Agreement is consistent with the 1989 Land Development Regulations of the County (“**1989 LDRs**”), and (ii) that the land use proposed by this Agreement on Parcels 101 and 102 is consistent with the Comprehensive Plan and the current Land Development Regulations (“**2017 LDRs**”) of the County; and
- d. Dedicate the Easements over the Property as more specifically provided herein, which will allow the County to construct, operate, and maintain the County Mitigation Project.

3. **Applicability.** This Agreement shall apply to all development activities undertaken by the Developer and its grantees, assigns, and lessees on the Property.

4. **Authority for Development Agreement.** This Agreement is being entered into pursuant to authority provided in Sections 163.3220-163.3243, Florida Statutes, otherwise known as the Florida Local Government Development Agreement Act (the “**Act**”) and Chapter 10, Article II, Division 5 of the Leon County Code of Laws, and under the authority and powers of Leon County as a charter county and political subdivision of the State of Florida. Accordingly, in addition to the vested rights detailed in Paragraph 7 below, as provided by the Act, any County laws and policies governing the development of the Property, including the land development regulations and policies and concurrency and mobility related fees, that are adopted after the Effective Date of this Agreement, except as provided for by Section 163.3233(2), Florida Statutes, or as otherwise agreed to by the Parties, shall not apply to the development of the Property.

5. **Terms and Duration.** The term and duration of this Agreement shall be for a period of twenty (20) years from the date on which the County records the Agreement in the public records for Leon County following the execution of the Agreement by the Parties (the “**Effective Date**”). The term of this Agreement may be extended by mutual consent of the Parties, or their respective successors and/or assigns, subject to public hearings being held in accordance with the Act.

6. **Approved Land Uses/Development.** Parcels 100, 101 and 102 may be developed with the following land uses, densities, and intensities (collectively, “**Approved Land Uses**”) within

the Development Plan dated April 21, 2017 attached hereto as **Exhibit “E” (“Development Plan”)**:

- a. Parcel 100 Approved Land Uses: Parcel 100 is vested and authorized for the development of 69,000 square feet of commercial uses as specifically provided in **Exhibit “F.”**
- b. Parcel 101 Approved Land Uses: Parcel 101 (outside of the Parcel 101 Drainage Easement Area) is authorized for development in conjunction with Parcel 100 as part of an overall plan of development for Parcels 100 and 101, and the authorized land uses for Parcel 101 include, but are not limited to the following: landscaping, asphalt and concrete paving, underground and overhead utilities, stormwater facilities, fencing, signage, lighting, driveway connections, and grading.
- c. Parcel 102 Approved Land Uses: Parcel 102 is authorized for the development of a single-family residential unit and accessory uses and structures that support the residential unit.

7. **Comprehensive Plan Vesting and Consistency.**

- a. The Property is within the Lake Protection Future Land Use Category of the Comprehensive Plan; however, Parcel 100 is vested as provided below in paragraph 7.b. and therefore not subject to the Lake Protection Future Land Use Category.
- b. The development of the Approved Land Uses on Parcel 100 is vested from the consistency and concurrency requirements of the Comprehensive Plan (see **Exhibit “G,”** Parcel 100 Vesting Certificate), and as such, is consistent with the Comprehensive Plan and the development proposed by this Agreement is consistent with the 1989 LDRs. Since the Approved Land Uses on Parcel 100 are vested from concurrency, the Developer shall not be required to conduct any transportation concurrency or operational analysis, and development of the Approved Land Uses shall not be subject to any transportation mitigation or fees, except for the Turn Lane Improvements (defined below).
- c. The development of the Approved Land Uses on Parcels 101 and 102 are consistent with the Comprehensive Plan and the 2017 LDRs.

8. **The County Mitigation Project and the Easements.** The County shall, at its sole cost and expense, design, permit, install, construct and maintain, the County Mitigation Project. The following Easements are necessary for the County to implement the County Mitigation Project, and shall be executed by the Parties and recorded in the public records for Leon County within thirty (30) days after the Effective Date, unless otherwise agreed to in writing by the Parties:

- a. **Parcel 101 Drainage Easement:** The “**Parcel 101 Drainage Easement**” is attached hereto as **Exhibit “H”** and provides the County with the following: (i) perpetual, exclusive drainage easement over that portion of Parcel 101 described therein (“**Parcel 101 Drainage Easement Area**”) for the construction, operation and maintenance of the County Mitigation Project; and (ii) non-exclusive

temporary construction easements ("**Parcels 100 and 101 Temporary Construction Easements**") over those portions of Parcels 100 and 101 described therein ("**Parcels 100 and 101 Temporary Construction Easement Areas**") to provide the County access to construct the Goodwill Improvements (defined below) and the County Mitigation Project. The Developer and Goodwill Industries-Big Bend, Inc. ("**Goodwill**"), a tenant on a portion of Parcel 100 and a portion of Parcel 101, have entered into the Amended and Restated Lease Agreement dated April 27, 2017 ("**Amended and Restated Lease**") to confirm Goodwill's agreement to the following conditions and actions that will be taken by the County during the construction of the County's Mitigation Project: (i) removal of the Parcel 101 Drainage Easement Area from the Amended Lease; (ii) the County's construction on Parcel 100 of a gravel access road providing ingress and egress to Goodwill from Meridian Road, gravel parking area, a new concrete handicapped parking space, a wooden handicapped ramp and deck, a new concrete dumpster slab, a gravel pit for drainage, and relocation and reconstruction of the existing Goodwill identification sign in substantially the same form (to be coordinated with Developer in the process), as depicted on **Exhibit "I"** ("**Goodwill Improvements**"); and (iii) the relocation of the leased area to the shaded area on Exhibit "I" labeled "Goodwill Improvements." The Amended and Restated Lease provides, and the Parties agree, that Goodwill may use the existing access, parking area, and handicapped access ramp until the County completes construction of the Goodwill Improvements. The County shall construct the Goodwill Improvements prior to commencing construction of the County Mitigation Project.

- b. Parcel 102 Conservation and Drainage Easement. The "**Parcel 102 Conservation and Drainage Easement**" is attached hereto as **Exhibit "J"** and provides the County, in part, with perpetual, non-exclusive drainage easement over that portion of Parcel 102 described therein ("**Parcel 102 Drainage Easement Area**") for the construction, operation and maintenance of a drainage ditch which is part of the County Mitigation Project.

9. **General Development Authorizations and Requirements.**

- a. **Impervious Area.** Development and construction of impervious areas on Parcels 100 (71%) and 101 (24%) associated with the Approved Land Uses (when combined) may occur up to, but shall not exceed, 68% impervious. (See also **Exhibit "E"**). The Developer has agreed to this standard despite the fact that the amount of impervious area currently authorized on Parcel 100 is 85%.
- b. **Stormwater Standards.** Stormwater for the Approved Land Uses on Parcel 100 shall be provided pursuant to the 1989 Environmental Management Act ("**1989 EMA**") stormwater requirements. (See also **Exhibit "E"**). The Developer shall satisfy the 1989 EMA stormwater requirements for treatment and rate control. However, as an alternative, the Developer may provide an additional 50% stormwater treatment volume than is mandated by the EMA stormwater requirements, with no rate control, if it is satisfactorily demonstrated to the County, during the permitting process described below, that there will be no

adverse flooding impacts to downstream property. Parcel 101 (outside of Parcel 101 Drainage Easement Area) stormwater shall be met pursuant to the current EMA (“**2017 EMA**”) which is part of the 2017 LDRs. (See also **Exhibit “E”**).

- c. **Natural Area Requirements.** Minimum natural area and landscape requirements shall be provided for the development of the Approved Land Uses on Parcel 100 pursuant to the 1989 EMA. (See also **Exhibit “E”**). Minimum natural area and landscape requirements shall be provided for development of the Approved Land Uses on Parcel 101 (outside of the Parcel 101 Drainage Easement Area) pursuant to the 2017 EMA. (See also **Exhibit “E”**). These minimum natural area and landscape requirements may be satisfied by the Developer using the land on Parcel 102 that will be the subject of the Parcel 102 Conservation and Drainage Easement and the Canopy Road Protection Area located on Parcels 100 and 101 (outside of the Parcel 101 Drainage Easement Area). (See also **Exhibit “E”**). As required by the 1989 and 2017 EMAs, respectively, 5% of the developed areas of Parcel 100 shall be landscaped. These 5% landscaping requirements for Parcel 101 may be satisfied by the Developer on Parcel 100.
- d. **Lake Jackson Special Development Zone B.** The proposed developable areas on Parcels 100 and 101 are not in their natural state or condition and therefore the Lake Jackson Special Development Zone B requirements in the 1989 and 2017 EMAs, respectively, do not apply. (See also **Exhibit “E”**).
- e. **Onsite Fill.** The development and construction of the Approved Land Uses on Parcels 100 and 101 may occur by placing fill on Parcels 100 and 101 as described on **Exhibit “E.”** Except as depicted in **Exhibits “E,” “K,” and “M,”** no fill is authorized in the “**FEMA Regulated Floodway**” as delineated on FEMA’s Flood Insurance Rate Map and as specifically depicted on **Exhibit “K”** attached hereto. Any fill placed in the FEMA Regulated Flood Plain shall be mitigated through excavation of an equivalent amount of compensating volumes of material. The County’s support for the Developer’s application for a Letter of Map Revision for Parcels 100 and 101 to the Federal Emergency Management Agency shall not be unreasonably withheld.
- f. **Architectural Design, Lighting and Signage Standards.** Architectural design, lighting and sign standards as set forth in **Exhibit “L,”** or as may be otherwise be agreed to by the Parties and confirmed in writing, shall be incorporated into the final development plans for Parcels 100 and 101. The Parties agree that Developer’s development applications for Parcels 100 and 101 shall comply with such Architectural Design, Lighting and Signage Standards prior to approval or approval with conditions as provided therein.
- g. **Public Transit.** The Developer shall coordinate with StarMetro to locate a transit stop and shelter should StarMetro determine a need and have appropriate funds to implement same. The costs of design, permitting, construction and installation of such a transit stop/shelter shall be borne by StarMetro with the exception of the concrete pad for the stop/shelter which shall be borne by the Developer. Future

maintenance of said stop/shelter shall be agreed upon at a later date between the Developer and Star Metro.

- h. **Development Review Process.** The development of the Approved Land Uses on Parcels 100 and 101 is authorized subject to the Developer obtaining approval from the County of the following development permits (collectively, “**County Permits**”):
- i. Permitted Use Verification (“**PUV**”);
 - ii. Natural Feature Inventory (“**NFI**”);
 - iii. Site Plan under Type B Review (“**Site Plan**”);
 - iv. Environmental Management Permit, Standard Form (“**EMP**”); and
 - v. Building Permits.

The Parties agree that Developer shall provide the County access to the Parcel 101 Drainage Easement Area as a condition within the Site Plan. Failure of the Agreement to address a particular permit other than the County Permits shall not relieve the Developer of the necessity of complying with other applicable federal and state laws governing such permits.

- i. **Approved Turn Lanes and Access Driveways, and Canopy Protection Zone Requirements.** The “**Turn Lane Improvements**” and two (2) full access driveways (“**Driveway Improvements**”) depicted on the Development Plan attached as **Exhibit “E”** are hereby approved. The Developer is authorized to design, permit and construct the Turn Lane Improvements and Driveway Improvements as part of the development of the Approved Land Uses on Parcels 100 and 101. The Developer shall depict on the Site Plan, consistent with the area shown on the attached Development Plan (**Exhibit “E”**) the relocated drainage swale/ditch which is necessary to provide drainage from the Turn Lane Improvements, and Developer shall be required to design, permit, construct, operate, and maintain the drainage swale/ditch as part of applicable County Permits. With the exception of the Turn Lane Improvements, the Driveway Improvements, the stormwater facilities, signage, and other similar uses, as depicted on the Development Plan (**Exhibit “E”**), and the Canopy Conservation Area Impacts and Planting Plan dated April 21, 2017 attached as **Exhibit “M,”** the Parcels 100 and 101 land located within 100 feet of the center line of Meridian Road within the Canopy Road Protection Zone shall be protected in a conservation area which will be depicted on the Site Plan (“**Canopy Conservation Area**”). The Canopy Conservation Area shall be replanted as depicted on the Canopy Conservation Area Impacts and Planting Plan (**Exhibit “M”**). The Canopy Conservation Area Impacts and Planting Plan also depicts the impacts and uses within the Canopy Road Protection Zone which are hereby authorized. Developer shall bear all of the costs of designing, surveying,

engineering, permitting, and constructing the Turn Lane Improvements as a condition to developing the Approved Land Uses on Parcels 100 and 101.

j. **Public Facilities.** The following public facilities will service the development authorized by this Agreement:

- i. Potable water from City of Tallahassee.
- ii. Sewer service from City of Tallahassee.
- iii. Fire protection from City of Tallahassee Fire Department.
- iv. Electric service from City of Tallahassee.
- v. Emergency Medical Services from Leon County Emergency Medical Services.

10. **Full Compensation.** The Parties understand and agree as follows:

- a. In order for the County to construct the County Mitigation Project, it is necessary that the County acquire the Easements;
- b. The County is acquiring the Parcel 101 Drainage Easement under the threat of condemnation pursuant to Chapters 73, 74 and 127, Florida Statutes (“**Condemnation Threat**”);
- c. The limitations on the County’s use of the Easements are described in the respective Easements which are attached to this Agreement as provided herein;
- d. In order for the Developer to develop Parcels 100 and 101 with the Approved Land Uses, it is necessary to resolve the County’s need for these Easements in order to implement the County’s Mitigation Project;
- e. The development rights granted by the County to the Developer pursuant to this Agreement, together with the sums to be paid pursuant to paragraph 10.f below, represent any and all full compensation to which the Developer is entitled by law for the County’s acquisition of the Easements and the construction of the County Mitigation Project including, but not limited to, full compensation for the interests in the land comprising the Easements for any damages to the remainder of the Property not acquired, for any damages to any business operated by the Developer on the remainder of the Property not acquired, for any expenses incurred for moving or relocation, if any, and for any attorney’s fees and costs incurred by the Developer in reaching this Agreement pursuant to Sections 73.091 and 73.092, Florida Statutes;
- f. As part of the full compensation described in paragraph 10.e above, the Developer agrees to accept from the County the sum of Four Hundred Ninety-Seven Thousand Five Hundred and 00/100 Dollars (\$497,500.00). Said amount shall be paid in cash by the County at a closing to take place no later than thirty (30) days

after the Effective Date, or as may otherwise be agreed to in writing by the Parties, and concurrent with the Developer's delivery to the County of the executed Easements.

11. **Indemnification and General Release.**

- a. Excepting the County's Mitigation Project, if this Agreement or any development order of the County issued for the proposed development is challenged in any judicial or administrative action as being invalid or unlawful for any reason, the Developer shall diligently defend such action, and hold the County, its officers, officials and employees, harmless from and against any and all 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. Notwithstanding the above, in no event shall the Developer be required to hire separate legal counsel to represent the County nor pay for the County's expenses related to its own legal representation, in the event the County decides to represent itself. The Parties further agree to cooperate in good faith in the defense of any such action. The Developer shall not be responsible for the defense or defense costs of the County or any officer, official or employee thereof for any judicial or administrative challenge to any part of the County Mitigation Project. If either party 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, the Parties agree they may not act under this Agreement to enforce the obligation(s) created by the Agreement which have not otherwise been performed nor shall either party have a cause of action against the other for failure to meet such obligation(s).
- b. The Developer, for and in consideration of the privileges and benefits to be derived from the development rights granted under this Agreement, does hereby release and forever discharge, absolve, and hold harmless the County, its officers, agents and employees from and against any and all liability, claim, or action that Developer or his successors, heirs, assigns, administrators, or executors, has or may ever have resulting directly or indirectly or remotely from the Condemnation Threat as it pertains to the County Mitigation Project ("**Developer Release**"). The Developer Release shall not be applied in any manner to limit the Developer's right to enforce the terms and conditions of this Agreement.
- c. That to the extent allowed by the Constitution and laws of the State of Florida, including Section 768.28, Florida Statutes, the County agrees and does hereby release and forever discharge, absolve, hold harmless and indemnify the Developer, its officers, agents, contractors and employees from and against any and all liability, losses, claim, or action that the County its successors, heirs, assigns, administrators, or executors, has or may ever have resulting directly or indirectly or remotely from the County Mitigation Project. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the Developer for its negligence, or that of its contractors, agents or employees.

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.

13. **No Public Access.** No rights of access to the public are granted in this Agreement and all the easements referenced herein, and members of the public shall not have access to the Property unless specifically authorized by the Developer.

14. **Recording.** Within fourteen (14) days of County approval of the Agreement the County shall record this Agreement and Exhibits in the public records of Leon County.

15. **Applicable Law/Venue.** This Agreement shall be interpreted under the laws of the state of Florida. Venue for any litigation pertaining to this Agreement shall be exclusively in Leon County, Florida.

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.

17. **Binding Effect and Assignment.** 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. The Developer may assign his rights and obligations under this Agreement.

18. **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of the Agreement shall be valid and enforceable to the fullest extent provided by law.

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.

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.

21. **Captions or Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, not the intent of any provision hereof. All exhibits are made a part of this Agreement by incorporation as though they were restated herein.

22. **Joint Preparation.** Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to this Agreement.

23. **Further Assurances.** The Parties hereto agree to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered all other further acts and assurances

as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting their specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

24. **Notices.** Except as otherwise expressly provided herein, notices may only be delivered by either (i) hand deliver, (ii) by certified mail, return receipt requested, (iii) delivery by overnight delivery serve such as UPS or FedEx, to the addressee at the address set forth herein, and shall be deemed to have been delivered on the date of receipt of such notice, if hand-delivered, or, if mailed on the date the receipt for which the certified mail is signed by the addressee or its authorized agent or employee, or if sent by overnight delivery service, the day such notice is received, or (iv) by means of electronic facsimile transmission, which shall be deemed effective at the time the fax transmission is confirmed by the electronic confirmed receipt of transmission of the sender. Any party may change the address for notice to that party by delivering written notice of such change in the manner provided above, such change to be effective not sooner than three (3) days after the date of notice of change, addressed as provided hereinafter.

As to the County:

Vincent Long
County Administrator
Leon County
301 S. Monroe Street
Tallahassee, FL 32301
Telephone: (850) 606-5300
Facsimile: (850) 606-5301

With a copy to:

Leon County Attorney's Office
Attn: Patrick Kinni, Esquire
301 S. Monroe Street, Suite 217
Tallahassee, FL 32301
Telephone: (850) 606-2500
Facsimile: (850) 606-2501

As to Developer:

Edward M. Mitchell, Jr.
1330 Capital Circle NE
Tallahassee, FL 32308
Telephone: (850) 933-3000
Facsimile: (850) 656-6435

With a copy to:

Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
Attn: Reggie L. Bouthillier, Esq.
and Kelly O'Keefe, Esq.
106 E. College Ave., Suite 700
Tallahassee, FL 32301
Telephone: (850) 329-4844
Facsimile: (850) 329-4867

With a copy to:

Fixel & Willis
Attn: Joe W. Fixel, Esq.
211 S. Gadsden St.
Tallahassee, FL 32301
Telephone: (850) 681-1800
Facsimile: (850) 681-9017

25. **Public Hearings.** The County Commission approved this Agreement on [REDACTED], 2017 after two public hearings before the County Commission, the first of which was on May 9, 2017, and the second of which was on [REDACTED], 2017.

26. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

27. **Incorporation of Exhibits.** Exhibits “A” - “M” are attached hereto and shall be deemed incorporated herein and made part of this Agreement.

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

Signatures Follow on Next Page

Remainder of this Page is Intentionally Blank

LEON COUNTY, FLORIDA

By: John E. Dailey, Chairman
Board of County Commissioners

Date: _____

ATTEST:

By: _____
Gwendolyn Marshall, Clerk of Court
& Comptroller, Leon County, Florida

APPROVED AS TO FORM:
Leon County Attorney's Office

By: _____
Herbert W. A. Thiele
County Attorney

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF:

EDWARD M. MITCHELL, JR.
a/k/a Eddie Mitchell

Name: _____

Developer

Date: _____

Name: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Agreement was acknowledged before me this ____ day of _____,
2017 by Edward M. Mitchell, Jr., who is personally known to me or who has produced
_____ as identification.

NOTARY PUBLIC

Printed Name
My commission expires:

EXHIBITS

- A. The Property
- B. Parcel 100
- C. Parcel 101
- D. Parcel 102
- E. Development Plan
- F. Parcel 100 Approved Land Uses
- G. Parcel 100 Vesting Certificate, dated June 1, 1993
- H. Parcel 101 Drainage Easement
- I. Goodwill Improvements
- J. Parcel 102 Conservation and Drainage Easement
- K. FEMA Regulated Floodway Plan
- L. Architectural Design, Lighting and Sign Standards
- M. Canopy Conservation Area Impacts and Planting Plan

Exhibit "A"

The Property

*NOTE: A full-size copy of this reduced exhibit is available
by contacting the Leon County Administrator's Office*



Exhibit "B"
Parcel 100
(Parcel ID No. 1107202120000)



2844 PABLO AVENUE
TALLAHASSEE, FL 32308
P:850.385.1179
F:850.385.1404

NCG Project Number 5668-001
June 17, 2014
Sheet 1 of 3

As per Official Record Book 910, Page 2023 of the Public Records of Leon County Florida.

Commence at the Northwest Corner of Section 7, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 00 degrees 05 minutes 02 seconds West along the Section Line and East boundary of Meridian Street a distance of 1997.30 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence South 00 degrees 05 minutes 02 seconds West along the Section line and East boundary of Meridian Street a distance of 575.0 feet to a point on the Northerly boundary of a 50.0 foot natural gas line easement, thence South 89 degrees 14 minutes 59 seconds East along said Northerly boundary a distance of 500.0 feet, thence North 00 degrees 05 minutes 02 seconds East 575.0 feet, thence North 89 degrees 14 minutes 59 seconds West 500.0 feet to the POINT OF BEGINNING; containing 6.60 acres, more or less.

LESS & EXCEPT:

Commence at the Northwest Corner of Section 7, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 00 degrees 05 minutes 02 seconds West along the West boundary of said Section 7 and the East right-of-way boundary of Meridian Road, a distance of 2472.30 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence South 00 degrees 05 minutes 02 seconds West along said West boundary of Section 7 and the East right-of-way boundary of Meridian Road 100.0 feet to a point on the North boundary of a Natural Gas line Easement, thence run South 89 degrees 14 minutes 59 seconds East along the North boundary of said Natural Gas Line Easement 200.0 feet, thence run North 00 degrees 05 minutes 02 seconds East along a line 200.0 feet East of and parallel to said West boundary of Section 7 and the East right-of-way boundary of Meridian Road 100.0 feet, thence run North 89 degrees 14 minutes 59 seconds West along a line 100.0 feet North of and parallel to said Natural Gas Line Easement 200.0 feet to the POINT OF BEGINNING; containing 0.459 acre, more or less.

Being more particularly described by field survey as follows:

PENSACOLA NICEVILLE CHIPLEY TALLAHASSEE VALDOSTA




2844 PABLO AVENUE
TALLAHASSEE, FL 32308
P: 850.385.1179
F: 850.385.1404

NCG Project Number 5668-001
June 17, 2014
Sheet 2 of 3

PARCEL 100

Commence at the Northwest Corner of Section 7, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 00 degrees 05 minutes 02 seconds West along the West boundary of said Section 7 a distance of 1997.30 feet to a found 4 inch by 4 inch concrete monument (broken) for the POINT OF BEGINNING. From said POINT OF BEGINNING thence leaving said West boundary run North 89 degrees 40 minutes 23 seconds West a distance of 5.18 feet to the Easterly maintained right of way boundary of Meridian Road (right of way varies); thence run along said Easterly maintained right of way boundary as follows: thence run South 03 degrees 57 minutes 31 seconds East a distance of 41.89 feet; thence run South 01 degree 11 minutes 29 seconds West a distance of 200.04 feet; thence run South 01 degree 40 minutes 22 seconds East a distance of 100.04 feet; thence run South 02 degrees 14 minutes 42 seconds East a distance of 100.08 feet; thence run South 02 degrees 38 minutes 55 seconds East a distance of 33.60 feet to a point lying on the North boundary of that property recorded in Official Records Book 1629, Page 2074 of said Public Records; thence leaving said Easterly maintained right of way boundary run South 89 degrees 45 minutes 03 seconds East along said North boundary a distance of 201.54 feet to a found 1/2" iron rod and cap (LB# 732); thence leaving said North boundary run South 00 degrees 24 minutes 43 seconds East along the East boundary of that property recorded in Official Records Book 1629, Page 2074 of said Public Records a distance of 100.01 feet to a found 4 inch by 4 inch concrete monument (LS# 1254) lying on the North boundary of a 50 foot Gas Line Easement; thence leaving said East boundary run South 89 degrees 45 minutes 03 seconds East along said North boundary a distance of 300.19 feet to a found 4 inch by 4 inch concrete monument (broken) marking the Southeast corner of that property recorded in Official Record Book 910, Page 2023 of said Public Records; thence leaving said North boundary and said Southeast corner run North 00 degrees 25 minutes 45 seconds West along the East boundary of that property recorded in Official Record Book 910, Page 2023 of said Public Records a distance of 574.68 feet to a found 4 inch by 4 inch concrete monument (LS# 1254) marking the Northeast corner of said property; thence leaving said Northeast corner run North 89 degrees 40 minutes 23 seconds West along the North boundary of said property a distance of 505.27 feet to the POINT OF BEGINNING, containing 6.20 acres, more or less.


James E. Melcher
Professional Surveyor and Mapper
Florida Certificate No. 6159
NOBLES CONSULTING GROUP, Inc.
Licensed Business No. 3293

PENSACOLA NICEVILLE CHIPLEY TALLAHASSEE VALDOSTA

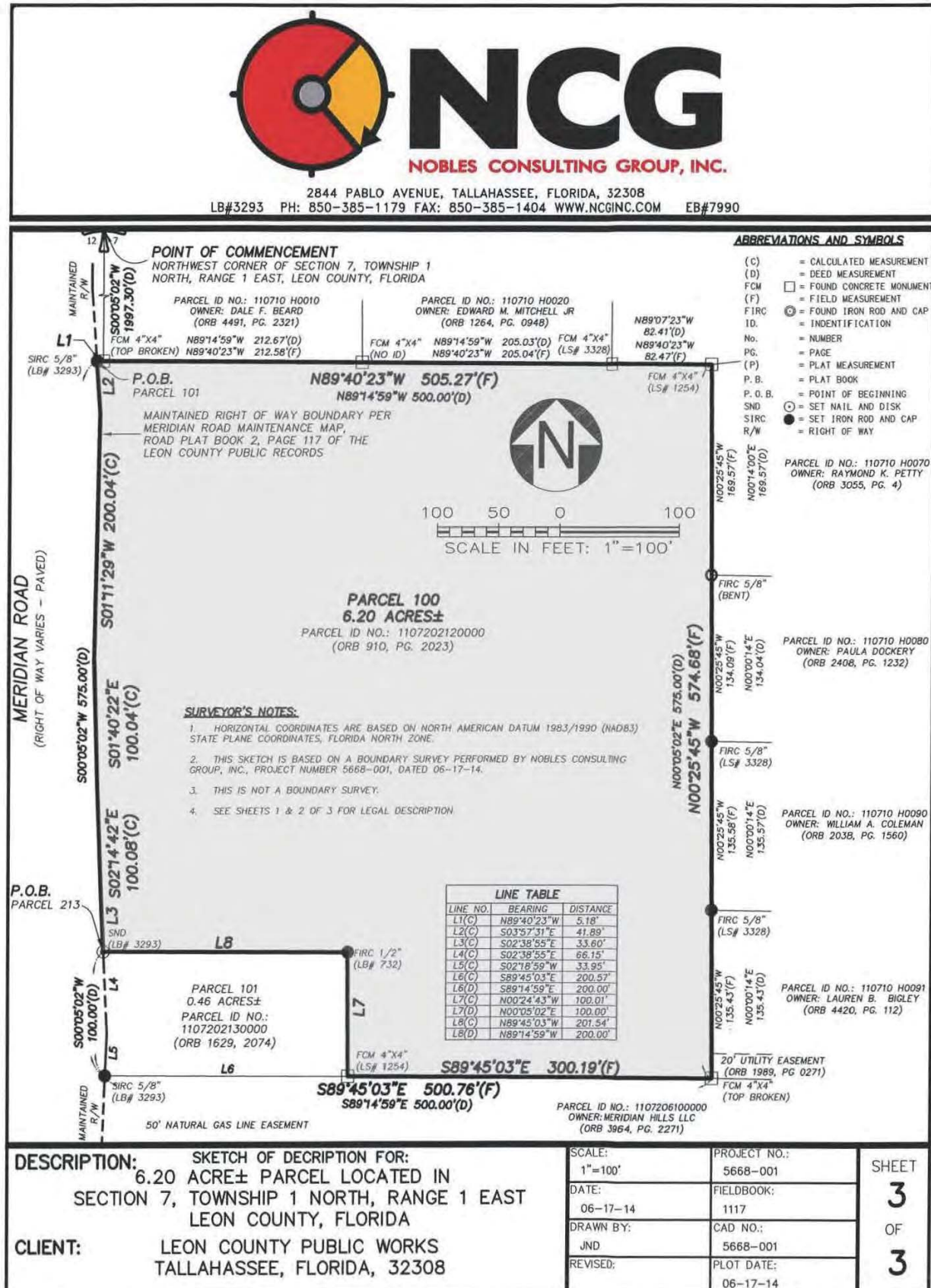


Exhibit "B"
Page 3 of 3

Exhibit "C"
Parcel 101
(Parcel ID No. 1107202130000)



2844 PABLO AVENUE
TALLAHASSEE, FL 32308
P: 850.385.1179
F: 850.385.1404

NCG Project Number 5668-001
June 17, 2014
Sheet 1 of 3

As per Official Record Book 1629, Page 2074 of the Public Records of Leon County Florida.

Commence at the Northwest Corner of Section 7, Township 1 North, Range 1 East, Leon County, Florida, and run South 00 degrees 05 minutes 02 seconds West along the West boundary of said Section 7 and the East right of way of boundary of Meridian Road a distance of 2472.30 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 05 minutes 02 seconds West along said West boundary of Section 7 and the East right of way boundary of Meridian Road 100.00 feet to a point on the North Boundary of a Natural Gas Line Easement, thence run South 89 degrees 14 minutes 59 seconds East along the North boundary of said Natural Gas Line Easement 200.00 feet, thence run North 00 degrees 05 minutes 02 seconds East along a line 200.00 feet East of and parallel to said West boundary of Section 7 and the East right of way boundary of Meridian Road 100.00 feet, thence run North 89 degrees 14 minutes 59 seconds West along a line 100.0 feet North of and parallel to said Natural Gas Line Easement 200.0 feet to the POINT OF BEGINNING.

Being more particularly described by field survey as follows:

PARCEL 101

Commence at the Northwest Corner of Section 7, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 00 degrees 05 minutes 02 seconds West along the West boundary of said Section 7 a distance of 1997.30 feet to a found 4 inch by 4 inch concrete monument (broken); thence leaving said West boundary run North 89 degrees 40 minutes 23 seconds West a distance of 5.18 feet to the Easterly maintained right of way boundary of Meridian Road (right of way varies); thence run along said Easterly maintained right of way boundary as follows; thence run South 03 degrees 57 minutes 31 seconds East a distance of 41.89 feet; thence run South 01 degree 11 minutes 29 seconds West a distance of 200.04 feet; thence run South 01 degree 40 minutes 22 seconds East a distance of 100.04 feet; thence run South 02 degrees 14 minutes 42 seconds East a distance of 100.08 feet; thence run South 02 degrees 38 minutes 55 seconds East a distance of 33.60 feet to the POINT OF BEGINNING.

PENSACOLA · NICEVILLE · CHIPLEY · TALLAHASSEE · VALDOSTA



2844 PABLO AVENUE
TALLAHASSEE, FL 32308
P:850.385.1179
F:850.385.1404

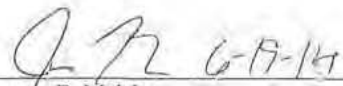
NCG Project Number 5668-001
June 17, 2014
Sheet 2 of 3

From said POINT OF BEGINNING continue along said Easterly maintained right of way boundary South 02 degrees 38 minutes 55 seconds East a distance of 66.15; thence run South 02 degrees 18 minutes 59 seconds West a distance of 33.95 feet to a point lying on the North boundary of a 50 foot Natural Gas Line Easement; thence leaving said Easterly maintained right of way boundary run South 89 degrees 45 minutes 03 seconds East along said North boundary a distance of 200.57 feet to a found 4 inch by 4 inch concrete monument (LS# 1254) marking the Southeast corner of that property recorded in Official Record Book 1629, Page 2074 of said Public Records; thence leaving said North boundary and said Southeast corner run North 00 degrees 24 minutes 43 seconds West along the East boundary of said property a distance of 100.01 feet to a found 1/2 inch iron rod and cap (LB# 732) marking the Northeast Corner of said property; thence leaving said Northeast corner run North 89 degrees 45 minutes 03 seconds West along the North boundary of said property a distance of 201.54 feet to the POINT OF BEGINNING, containing 0.46 acre, more or less.

The above described property being subject to an Ingress / Egress Easement recorded in Official Records Book 4100, Page 1851 of said Public Records.

The above described property being subject to a Parking and Access Easement recorded in Official Records Book 4100, Page 1856 of said Public Records.

The above described property being subject to a Utility Easement recorded in Official Records Book 4100, Page 1859 of said Public Records.


James E. Melcher
Professional Surveyor and Mapper
Florida Certificate No. 6159
NOBLES CONSULTING GROUP, Inc.
Licensed Business No. 3293

PENSACOLA NICEVILLE CHIPLEY TALLAHASSEE VALDOSTA

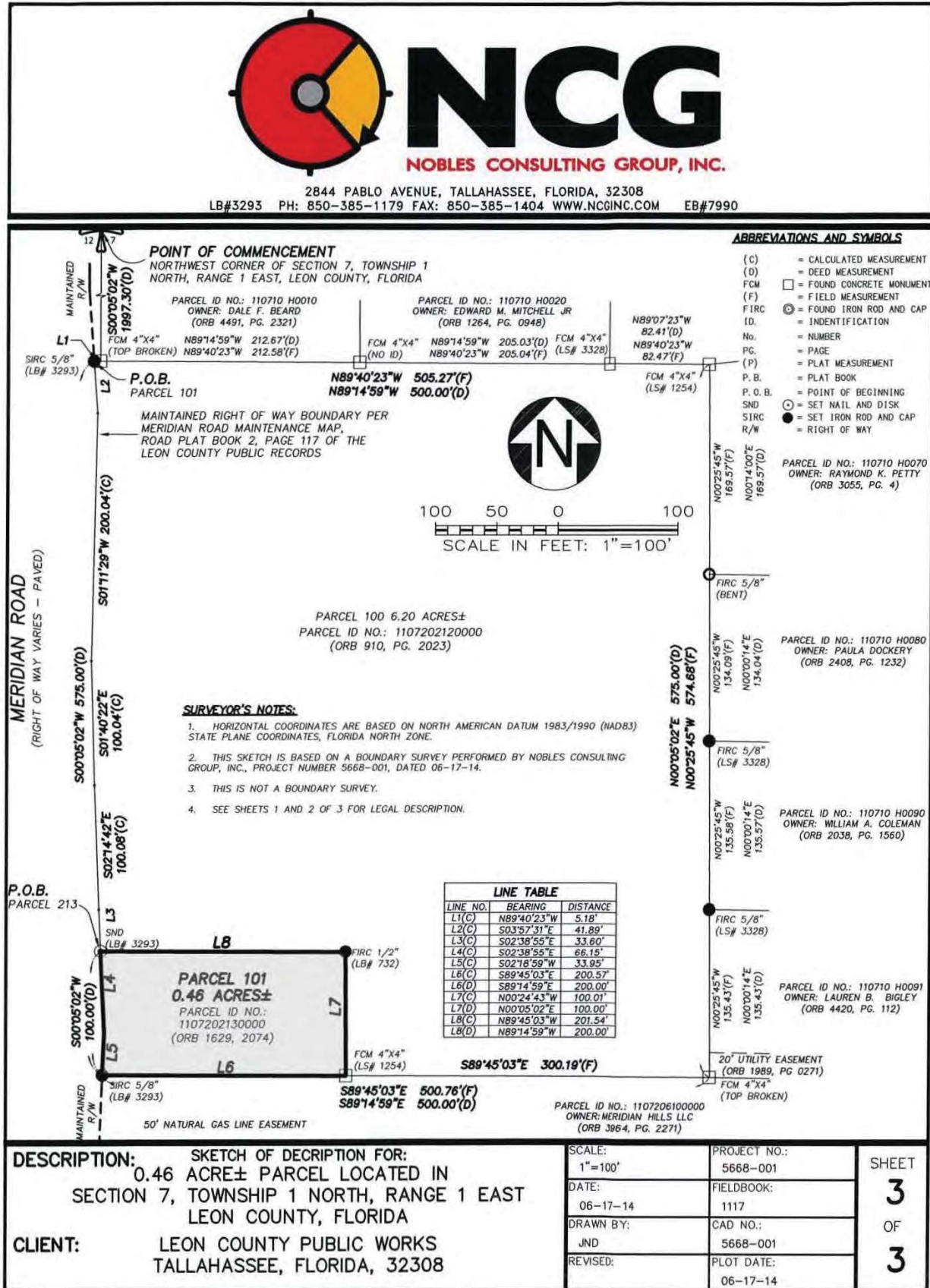
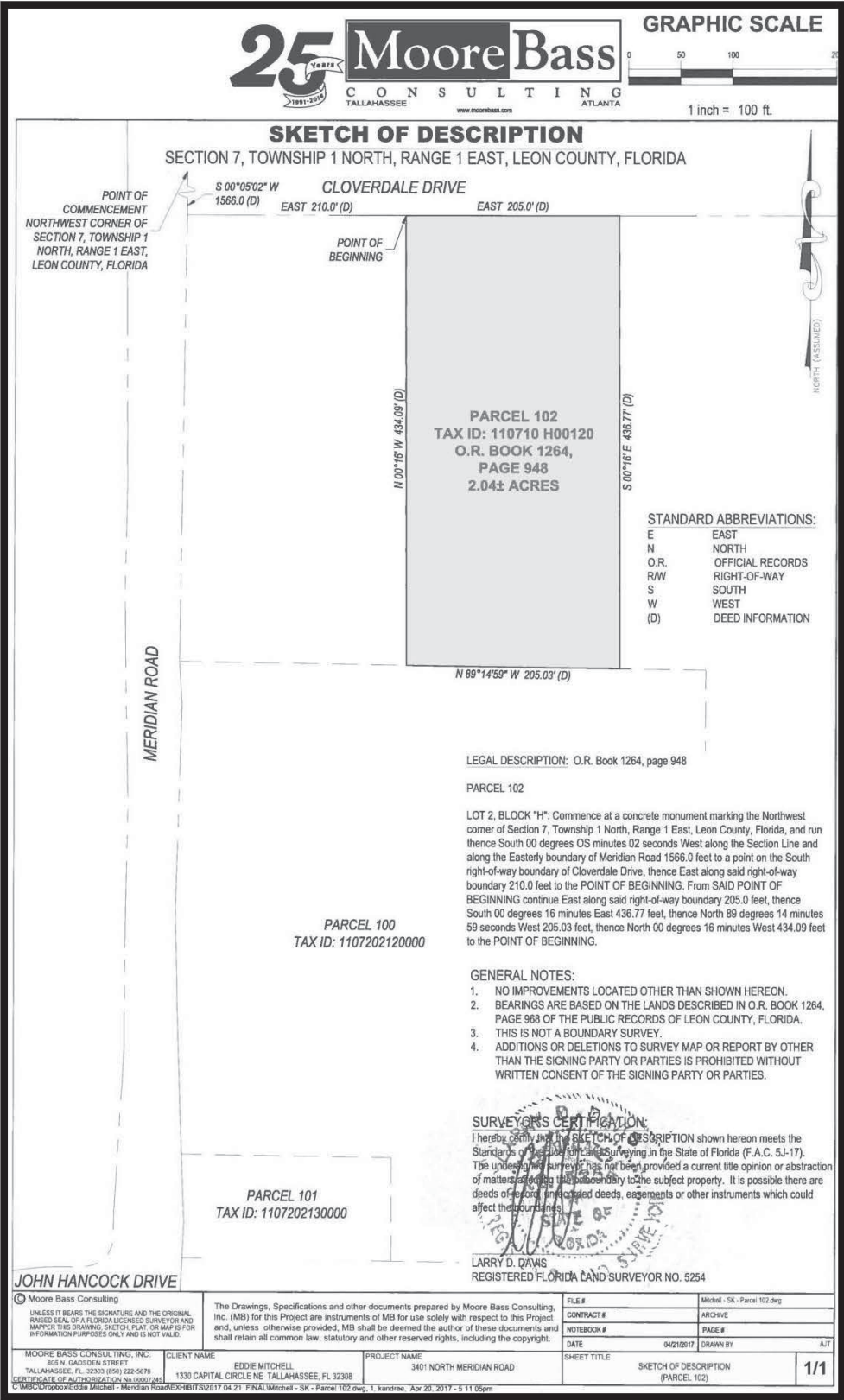
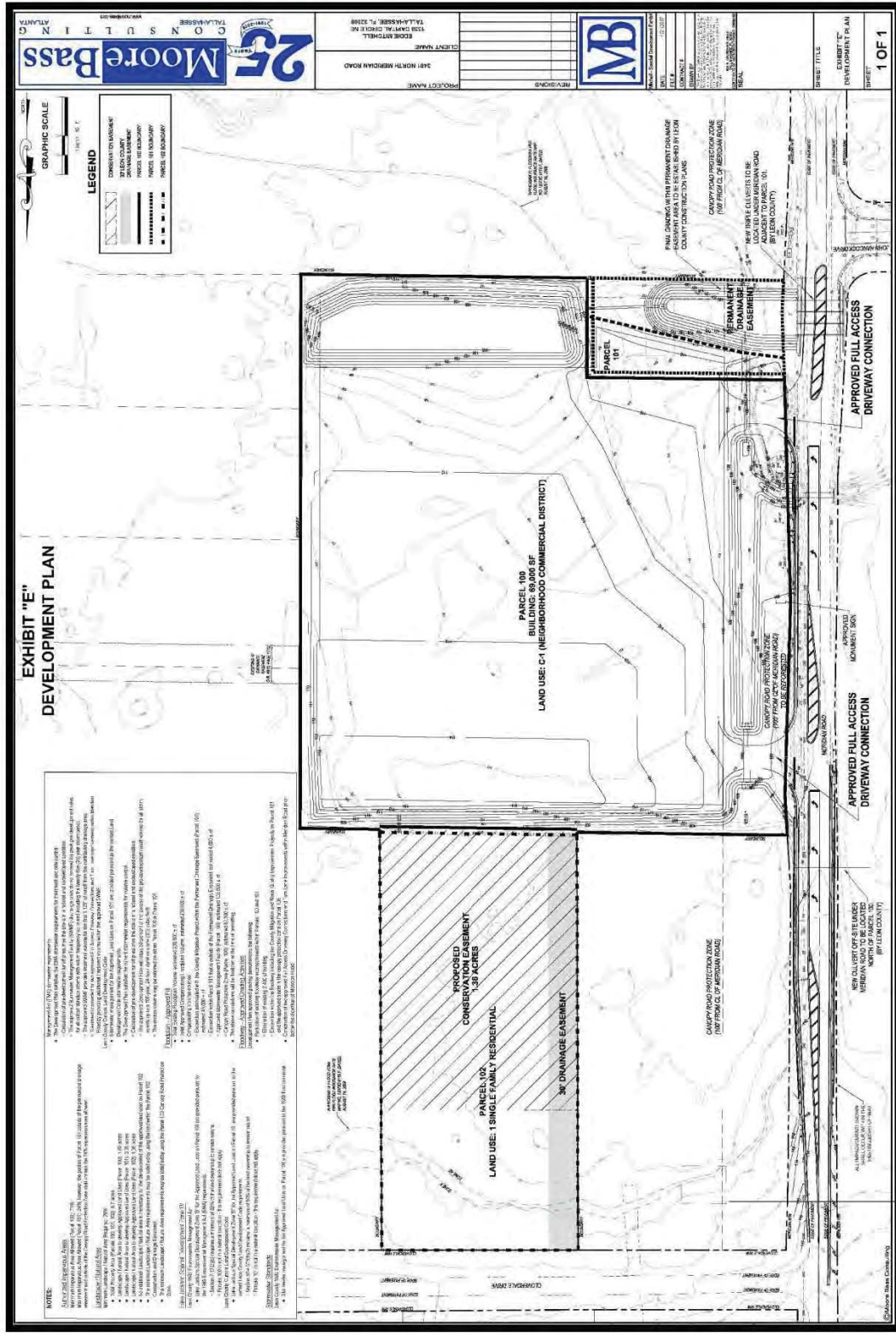


Exhibit "C"

Exhibit "D"
Parcel 102
(Parcel ID No. 110710 H0020)



Development Plan
Exhibit "E"
NOTE: A full-size copy of this reduced exhibit is available
by contacting the Leon County Administrator's Office



Enlargement of Development Plan “NOTES”
Page 1 of 2

Authorized Impervious Areas

Maximum Impervious Area Allowed (Parcel 100): 71%

Maximum Impervious Area Allowed (Parcel 101): 24%; however, the portion of Parcel 101 outside of the permanent drainage easement and outside of the Canopy Road Protection Zone shall contain the 24% impervious area allowed.

Landscape / Natural Area

Minimum Landscape / Natural Area Required: 25%

- Total Property Area (Parcels 100, 101, 102): 8.7 acres
- Landscape / Natural Area to develop Approved Land Uses (Parcel 100): 1.80 acres
- Landscape / Natural Area to develop Approved Land Uses (Parcel 101): 0.35 acres
- Landscape / Natural Area to develop Approved Land Uses (Parcel 102): 1.36 acres
- No additional Landscape / Natural area is necessary for the development of the approved land uses on Parcel 102.
- The minimum Landscape / Natural Area requirements may be satisfied by using the land within the Parcel 102 Conservation and Drainage Easement.
- The minimum Landscape / Natural Area requirements may be satisfied by using the Parcel 100 Canopy Road Protection Zone.

Lake Jackson Special Development Zone 'B'

Leon County 1989 Environmental Management Act

- Lake Jackson Special Development Zone 'B' for the Approved Land Uses on Parcel 100 are provided pursuant to the 1989 Environmental Management Act (EMA) requirements.
 - Section 7-17(2)(b) requires a minimum of 50% of the land ownership to remain natural.
 - Parcels 100 is not in a natural condition - this requirement does not apply.

Leon County Current Land Development Code

- Lake Jackson Special Development Zone 'B' for the Approved Land Uses on Parcel 101 are provided pursuant to the current Leon County Land Development Code requirements.
 - Section 10-4.323(b)(2) requires a minimum of 50% of the land ownership to remain natural.
 - Parcels 101 is not in a natural condition - this requirement does not apply.

Stormwater Standards

Leon County 1989 Environmental Management Act

- Stormwater management for the Approved Land Uses on Parcel 100 are provided pursuant to the 1989 Environmental Management Act (EMA) stormwater requirements.
- The Development Plan satisfies the EMA stormwater requirements for treatment and rate control.
 - Calculation of pre-development runoff presumes the site is in a natural and undeveloped condition.
 - The approved Stormwater Management Facility (SWMF) discharge rates do not exceed the peak pre-development rates for all critical duration storms with return frequency up to and including the twenty-five (25) year storm period.
 - The approved SWMF provides treatment volume for the first 1.125" of runoff from the contributing drainage area.
 - Treatment is provided for two approved Full Access Driveway Connections and Turn Lane Improvements within Meridian Road by providing additional treatment volume within the approved SWMF.

Exhibit “E”

Page 3 of 3

Enlargement of Development Plan “NOTES”

Page 2 of 2

Leon County Current Land Development Code

- Stormwater management for the Approved Land Uses on Parcel 101 are provided pursuant to the current Land Development Code stormwater requirements.
- The Development Plan satisfies the current stormwater requirements for volume control.
 - Calculation of pre-development runoff presumes the site is in a natural and undeveloped condition.
 - The approved Development Plan will retain 50 percent of the excess of the pre-development runoff volume for all storm events up to a 100-year, 24-hour duration storm (363 cubic feet)
 - The excess volume may be retained on either Parcel 100 or Parcel 101.

Floodplain - Approved Fill

- Total Existing Floodplain Volume: estimated 230,000 ± cf
- Total Approved Compensating Floodplain Volume: estimated 230,000 ± cf
- Compensating Volume sources:
 - Excavation associated with the County Mitigation Project within the Permanent Drainage Easement (Parcel 101): estimated 43,000 ± cf
 - Excavation within Parcel 101 that is outside of the Permanent Drainage Easement: estimated 4,000 ± cf
 - Approved Stormwater Management Facility (Parcel 100): estimated 100,500 ± cf
 - Canopy Road Protection Zone (Parcel 100): estimated 82,500 ± cf
- The above calculations will be finalized at the time of permitting.

Floodway - Approved Grading Activities

Development Plan approved grading demonstrates the following:

- Reduction of existing floodway encroachments within Parcels 100 and 101.
 - Elimination of existing 2,400 sf building.
 - Excavation within the floodway including the County Mitigation and Water Quality Improvement Projects on Parcel 101 and the approved swale in the canopy protection zone on Parcel 100.
- Construction of two approved Full Access Driveway Connections and Turn Lane Improvements within Meridian Road at or below the elevation of Meridian Road.

Exhibit “F”

Parcel 100 Approved Land Uses

Section 6.20. C-1 Neighborhood Commercial District.

1. District Intent	USES PERMITTED							
	2. Unrestricted Uses				3. Restricted Uses			
	a. Principal Uses		b. Accessory Uses		a. Use		b. Applicable Provisions of Article XIII Section 13.2	
The provisions of the C-1 District are intended to apply to urban areas with direct access to a major street located within convenient traveling distance to one or more neighborhoods, wherein small groups of retail commercial, professional, office and financial and other convenience commercial activities are permitted. The district is not intended to accommodate large scale commercial or service activities or automotive or other types of more intensive commercial activity.	(1) Retail food and grocery. (2) Retail drug store. (3) Retail hardware, paint and garden supply. (4) Retail variety store. (5) Retail package liquors. (6) Retail department store. (7) Retail apparel and accessories. (8) Retail specialties toys, sewing equipment, camera, phonographs, gifts, stationery, books, luggage and similar uses. (9) Retail newsstand. (10) Retail small appliances (portable). (11) Retail pet stores, in a completely enclosed structure. (12) Restaurants and delicatessens. (13) Cocktail lounges and bars. (14) Indoor amusements (bowling, pool, billiards and similar uses). (15) Indoor theaters (including amphitheaters). (16) Financial institutions with drive-in windows. (17) Veterinary hospitals in completely enclosed structure. (18) Personal services (barber and beauty shops, massaging, etc.). (19) Business offices and services. (20) Non-medical professional offices and services. (21) Medical offices and services. (22) Nursery and child care facilities. (23) Repair services – small items (shoes, apparel, TV and radio, business machines, and similar uses). (24) Churches and schools. (25) Social, fraternal and recreational clubs and lodges. (26) Laundromats, laundry and dry cleaning pick-up stations.		(1) Customary uses and structures clearly incidental to one or more permitted uses and structures.		(1) Service stations without major mechanical repairs. (2) Reserved. (3) Transient lodgings. (4) Retail dry cleaning establishments.		Subsections 1, 3. 	

* See Section 9.9

(Ord. No. 73-0-1346, § 1, 4-17-73; Ord. No. 73-0-1361, § 1, 6-26-73; Ord. No. 73-0-1379, § 1, 8-28-73; Ord. No. 80-0-1763, § 1, 3-23-80; Ord. No. 82-0-1969, § 1, 2-24-82)

Supp. No. 17

1876

Exhibit "G"
Parcel 100 Vesting Certificate
Dated June 1, 1993



TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT



CERTIFICATION OF VESTED STATUS

This certificate of vested status is issued for the development of property herein described and confirms that said development or property is exempt from the consistency and concurrency provisions of the Tallahassee-Leon County 2010 Comprehensive Plan based upon findings established through review by the Florida First District Court of Appeals rendered on December 31, 1992.

This certificate of Vested Status does not preclude enforcement actions brought pursuant to a violation of any applicable federal, state or local laws.

DESCRIPTION

The property as described in Exhibit "A" containing 6.141 acres, more or less, on Meridian Road is vested for the following intensity and density of land uses:

C-1, Neighborhood Commercial Uses
(1970 Zoning Code, as amended)

69,000 Gross Sq. Ft.

A handwritten signature in cursive script, appearing to read "M. Black", written over a horizontal line.

Martin P. Black, AICP
Chief of Land Use Administration

June 1, 1993
DATE



City Hall • 300 South Adams Street • Tallahassee, Florida 32301 • (904) 891-8600

Exhibit "G"
Page 2 of 4

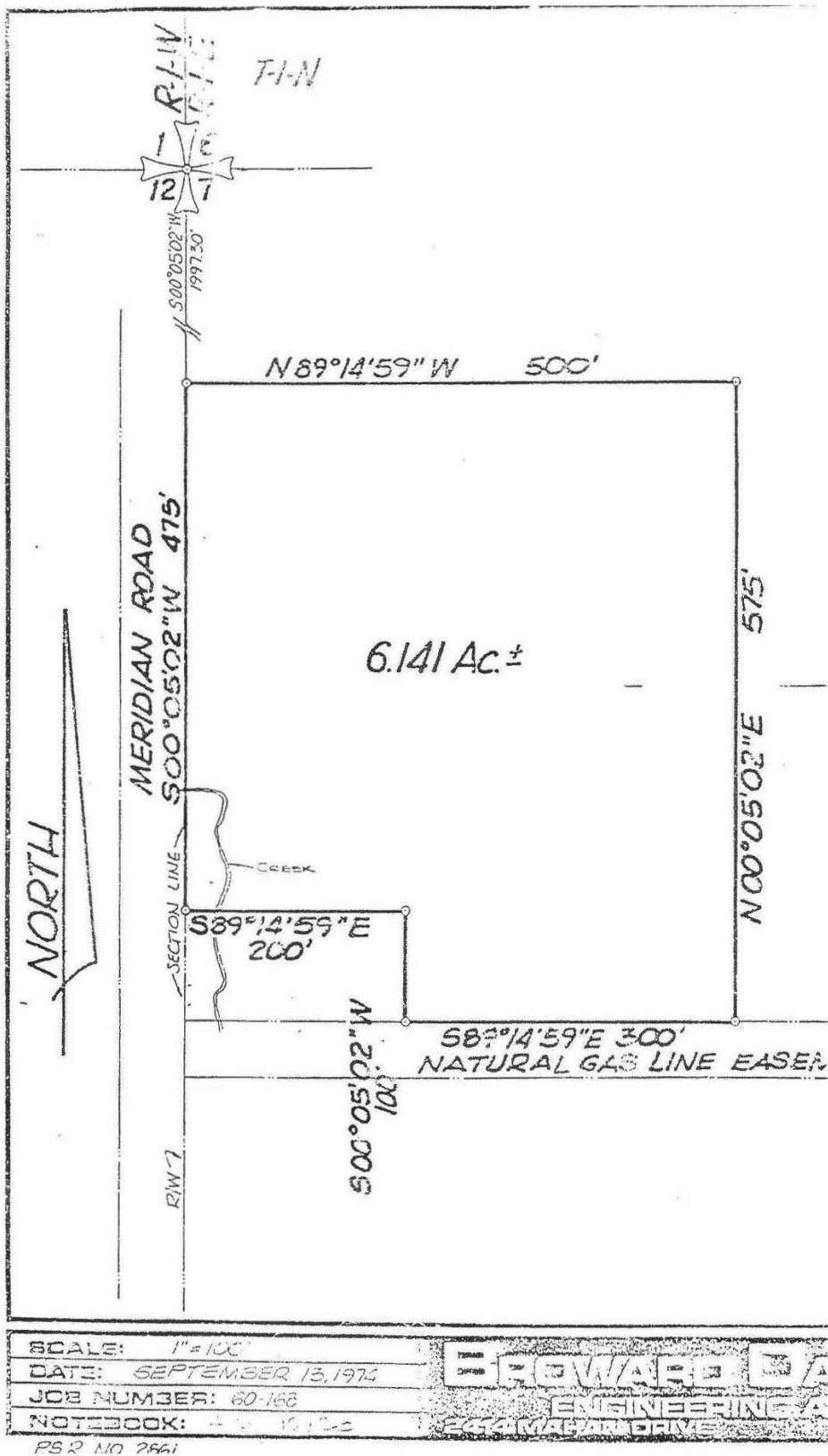


Exhibit "G"
Page 2 of 4

Exhibit "G"

Page 3 of 4

LEGAL DESCRIPTION

Commence at the Northwest corner of Section 7, Township 1 North; Range 1 East, Leon County, Florida, and run South 00 degrees 05 minutes 02 seconds West along the West boundary of said Section 7 and the East right-of-way boundary of Meridian Road 1997.30 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 05 minutes 02 seconds west along said West boundary Section 7 and the East right-of-way boundary of Meridian Road 475.00 feet, thence run South 89 degrees 14 minutes 59 seconds East along a line 100.0 feet North of and parallel to the North boundary of a Natural Gas Line Easement 200.0 feet, thence run South 00 degrees 05 minutes 02 seconds west along a line 200 feet East of and parallel to said West boundary of Section 7 and the East right-of-way boundary of Meridian Road 100.0 feet to a point of the North boundary of said Natural Gas Line Easement thence run South 89 degrees 14 minutes 59 seconds East along the North boundary of said Natural Gas Line Easement 300.0 feet, thence run North 00 degrees 05 minutes 02 seconds East along a line 500.0 feet East of and parallel to said West boundary of Section 7, and the East boundary of Meridian Road 575.0 feet, thence run North 89 degrees 14 minutes 59 seconds West along a line 575.0 feet North and parallel to the North boundary of said Natural Gas Line Easement 500.0 feet to the POINT OF BEGINNING. containing 6.141 acres, more or less.



Exhibit "G"

Page 3 of 4

Page 914 of 981

Posted at 6:00 p.m. on May 1, 2017

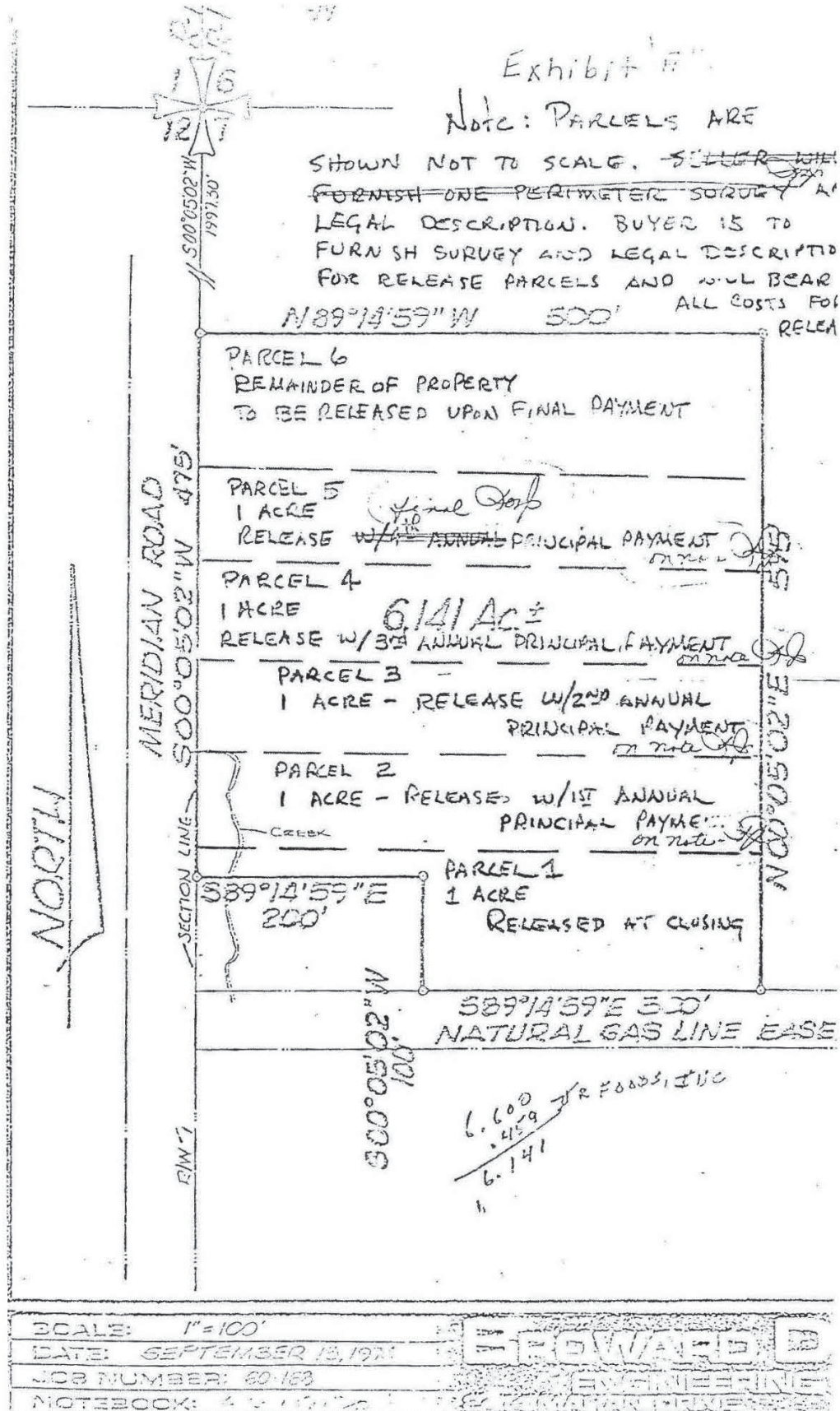


Exhibit "H"

Parcel 101 Drainage Easement

This Instrument prepared by:
Herbert W.A. Thiele, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street, Suite 202
Tallahassee, Florida 32301

Fords Arm South Water Quality Improvement Project
Tax ID No. 1107202130000
1107202130000

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT ("Parcel 101 Drainage Easement Agreement") is made and executed this ____ day of _____, 2017, by **EDWARD M. MITCHELL, JR. a/k/a Eddie Mitchell**, whose post office address is 1330 Capital Circle NE, Tallahassee, FL 32308, as **Grantor**, to **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, having a mailing address of Division of Real Estate Management, 301 South Monroe Street, Suite 202, Tallahassee, Florida 32301, as **Grantee**.

WHEREAS, Grantor owns in fee simple certain real property in Leon County depicted in **Composite Exhibit "1"** as **"Parcel 100"** and **"Parcel 101"**;

WHEREAS, the Grantor and Grantee have entered this Parcel 101 Drainage Easement Agreement pursuant to the terms of a Development Agreement recorded at book _____, and page _____, Official Records of Leon County, Florida (the **"Development Agreement"**), as specifically provided for therein;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby conveys, transfers and grants unto Grantee, its successors and assigns the easements set forth herein.

AGREEMENT

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference into this Parcel 101 Drainage Easement Agreement.

2. **Title to Parcel 100 and 101.** Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

3. **Grant of Easements**

3.1 **Parcel 100 Temporary Construction Easement.** Grantor hereby conveys, transfers and grants unto Grantee, its successors and assigns, a non-exclusive, temporary construction easement (**"Parcel 100 Temporary Construction Easement"**) over the shaded area on Parcel 100 as depicted within **Exhibit "2"** attached hereto (**"P100 TCE Area"**), for the purpose of Grantee constructing the Goodwill Improvements (as defined by the Development Agreement) as part of the County Mitigation Project (as defined by the Development Agreement).

3.2 **Parcel 101 Drainage Easement.** Grantor hereby conveys, transfers and grants unto Grantee, its successors and assigns, a perpetual, exclusive drainage easement (**"Parcel 101 Drainage Easement"**) over and upon the .28 acres within that portion of Parcel 101 described in the legal description and sketch attached hereto as **Exhibit "3"**

("P101 Drainage Easement Area"), for the construction, operation and maintenance of the County Mitigation Project (as defined by the Development Agreement).

3.3 Parcels 100 and 101 Temporary Construction Easement. Grantor hereby conveys, transfers and grants unto Grantee, its successors and assigns, a non-exclusive, temporary construction easement ("**Parcels 100 and 101 Temporary Construction Easement**") over the shaded areas on Parcels 100 and 101 as depicted within **Exhibit "4"** attached hereto ("**P100 & 101 TCE Area**"), for the purpose of Grantee constructing the County Mitigation Project (as defined by the Development Agreement).

3.4 Avoidance of Condemnation. The easements described in this Section 3 are being conveyed by Grantor under the threat and in lieu of condemnation pursuant to Chapters 73, 74 and 127, Florida Statutes as provided by the Development Agreement ("**Condemnation Threat**").

4. **Terms of Parcel 100 Temporary Construction Easement.**

4.1 Purpose. The Parcel 100 Temporary Construction Easement shall be used by Grantee for the sole purpose of ingress and egress in, over, under, on, and through the P100 TCE Area to construct the Goodwill Improvements (as defined by the Development Agreement) which shall be completed prior to Grantee commencing construction of the County Mitigation Project (as defined by the Development Agreement).

4.2 Restoration. Upon completion of the Goodwill Improvements:

- a. Grantee shall remove its excess materials and equipment from the P100 TCE Area; and
- b. Grantee shall, to the extent necessary, stabilize any disturbed non-graveled portions of P100 TCE Area with grass and mulch.

4.3 Termination. The Parcel 100 Temporary Construction Easement shall terminate upon Grantee's recording of a notice of termination and release of said easement at the completion of Grantee's construction of the Goodwill Improvements and the removal of its materials and equipment associated with said construction activities; provided, however, that the Parcel 100 Temporary Construction Easement shall automatically terminate three years from the Effective Date, unless otherwise agreed to by the mutual written and recorded consent of the Parties. Upon the termination or expiration of the Parcel 100 Temporary Construction Easement, all of the rights and benefits of Grantee with respect to said easement shall automatically terminate and be of no further force and effect.

4.4 Reservation of Rights. Grantor reserves unto itself and its successors and assigns the right and privilege to use the P100 TCE Area in common with Grantee for all purposes except as might interfere with Grantee's construction of the Goodwill Improvements.

5. **Terms of Parcel 101 Drainage Easement.**

5.1 **Purpose.** The Parcel 101 Drainage Easement shall be used by Grantee for the sole purpose of ingress and egress in, over, under, on, and through the P101 Drainage Easement Area for clearing, excavating, constructing, and maintaining the County Mitigation Project (as defined by the Development Agreement).

5.2 **Maintenance Obligations.** Grantee's specific maintenance obligations for the County Mitigation Project and the P101 Drainage Easement Area shall include but not be limited to regularly inspecting and, at all times, maintaining the County Mitigation Project in good order and repair and in proper operating condition with sufficient safety mechanisms in place to protect against unauthorized use of the County Mitigation Project or the P101 Drainage Easement Area.

5.3 **Reservation of Rights.** Grantor reserves unto itself and its successors and assigns:

a. All rights accruing from ownership of Parcel 101, including the right to engage in or permit or invite others to engage in all uses of Parcel 101 that are not expressly prohibited herein, are not inconsistent with, and do not interfere with the County Mitigation Project or the purpose of the Parcel 101 Drainage Easement, and are in compliance with all applicable laws.

b. The right to connect, in a manner substantially similar to that depicted on Exhibit "E" to the Development Agreement, including but not limited to: (i) an outfall from Grantor's future stormwater management facility on Parcel 100 to the County Mitigation Project, and (ii) cross drains to Grantor's drainage swale along the Meridian Road frontage.

c. All rights to discharge stormwater from Parcels 100 and 101 in pre-development and post-development conditions to the Parcel 101 Drainage Easement Area and/or County Mitigation Project.

6. **Terms of the Parcels 100 and 101 Temporary Construction Easement:**

6.1 **Purpose.** The Parcels 100 and 101 Temporary Construction Easement shall be used by Grantee for the sole purpose of ingress and egress in, over, under, on, and through the P100 & 101 TCE Area to construct the County Mitigation Project (as described by the Development Agreement). These construction activities shall not commence in the P100 & 101 TCE Area until the construction of the Goodwill Improvements as described in Section 4.1 above is completed by Grantee.

6.2 **Restoration.** Upon completion of the County Mitigation Project:

a. Grantee shall remove its equipment from the P100 & 101 TCE Area;

b. Grantee shall remove the fencing from the Fenced Construction Laydown Site; and

c. Grantee shall stabilize the P100 & 101 TCE Area with hydro-seeding, sod, and/or other such vegetation as may be appropriate for vegetative stabilization.

6.3 **Termination.** The Parcels 100 and 101 Temporary Construction Easement shall terminate upon Grantee's recording of a notice of termination and release at the completion of Grantee's construction of the County Mitigation Project, including the

restoration required by paragraph 6.2 above; provided, however, that the Parcels 100 and 101 Temporary Construction Easement shall automatically expire three years from the Effective Date, unless otherwise agreed to by the mutual written and recorded consent of the Parties. Upon the termination or expiration of the Parcels 100 and 101 Temporary Construction Easement, all of the rights and benefits of Grantee with respect to said easement shall automatically terminate and be of no further force and effect.

6.4 **Reservation of Rights.** Grantor reserves unto itself and its successors and assigns the right and privilege to exclusive and continued use of the P100 & 101 TCE Area for ingress, egress, parking, and handicapped access associated with the Goodwill site until Grantee completes construction of the Goodwill Improvements on the P100 TCE Area. The Parties agree to cooperate and work together in good faith during the construction of the County Mitigation Project, Goodwill Improvements, and development otherwise authorized herein. In the event Grantor develops Parcels 100 and 101 pursuant to the Development Agreement prior to Grantee's completion of construction of the County Mitigation Project or the automatic expiration of the three-year term of the Parcels 100 and 101 Temporary Construction Easement, the Parties agree to relocate the P100 TCE Area to another location on Parcel 100 agreeable to the Parties.

7. **Easements Running with the Land.** The easements, agreements and covenants set forth above are of a commercial nature, freely transferable, and are intended to be, and shall be construed as easements, agreements and covenants appurtenant to and running with the land and the burdens and benefits of said easements, agreements and covenants shall run with the title to Parcels 100 and 101, and shall bind and inure to the benefit of the Parties, their successors in title and assigns as provided for herein.

8. **Dedication.** The rights granted to the Grantee in this Parcel 101 Drainage Easement Agreement shall not be deemed a dedication of all or any portion of Parcels 100 or 101 for public use. No members of the public shall be granted access to any portion of Parcels 100 or 101 without Grantor's prior written authorization.

9. **Indemnity.**

9.1 **Indemnification by Grantor.** Grantor hereby agrees to indemnify, defend, save, and hold harmless Grantee, its officers, agents, contractors, and employees, from all claims, demands, liabilities, and suits arising out of, because of, or due to any negligent act of Grantor, its officers, agents, contractors and employees arising out of Grantor's use of the Parcel 101 Drainage Easement Area.

9.2 **Indemnification by Grantee.** To the extent allowed by the Constitution and laws of the State of Florida, including Section 768.28, Florida Statutes, Grantee hereby agrees to indemnify, defend, save, and hold harmless Grantor, its officers, agents, contractors and employees from all claims, demands, liabilities, and suits arising out of arising out of Grantee's (including Grantee's officers, agents, contractors and employees) use of Parcel 100 and Parcel 101.

10. **Applicable Law.** This Parcel 101 Drainage Easement Agreement shall be construed in accordance with the laws of the State of Florida.

11. **Severability.** If any provision of this Parcel 101 Drainage Easement Agreement, or the application thereof to any person or circumstances, shall be for any reason and to any extent be

invalid or unenforceable, the remainder of this Parcel 101 Drainage Easement Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforce to the greatest extent permitted by law.

12. **Further Assurances.** Each party hereto agrees to give further assurances to each other party hereto, by way of executing such other and further instruments and documents as may be reasonably necessary to effectuate and carry out the intents and purposes of this Parcel 101 Drainage Easement Agreement.

13. **Counterparts.** This Parcel 101 Drainage Easement Agreement may be executed in counterparts, each of which shall be deemed an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the Parties shall not have signed the same counterpart.

14. **Effective Date.** The effective date of this Parcel 101 Drainage Easement Agreement shall be the date upon which the last of the Parties signatures is evidenced herein (the "Effective Date").

IN WITNESS WHEREOF, Grantor and Grantee have caused these covenants to be executed and their seal to be affixed hereto on the day and year first above written.

Signed, sealed and delivered
in the presence of:

EDWARD M. MITCHELL, JR., a/k/a
Eddie Mitchell

(Signature)

(Typed or Printed Name)

(Signature)

(Typed or Printed Name)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 2017,
by Eddie Mitchell, who is personally known to me or who has produced _____
as identification, and who did take an oath.

NOTARY PUBLIC

Signature _____
Typed or printed name _____
My Commission expires _____

[GRANTEE'S SIGNATURE IS ON FOLLOWING PAGE]

Exhibit "H"
Page 6 of 16

Signed, sealed and delivered
in the presence of:

LEON COUNTY, FLORIDA

(Signature)

(Typed or Printed Name)

(Signature)

(Typed or Printed Name)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 2017,
by _____, as _____, who is personally known to me or
who has produced _____ as identification, and who did take an
oath.

NOTARY PUBLIC

Signature _____
Typed or printed name _____
My Commission expires _____

L14-041
#560329v5

Page 6 of 6

Composite Exhibit 1
Parcels 100 and 101

Parcel 100
Sheet 1 of 3



2844 PABLO AVENUE
TALLAHASSEE, FL 32308
P: 850.385.1179
F: 850.385.1404

NCG Project Number 5668-001
June 17, 2014
Sheet 1 of 3

As per Official Record Book 910, Page 2023 of the Public Records of Leon County Florida.

Commence at the Northwest Corner of Section 7, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 00 degrees 05 minutes 02 seconds West along the Section Line and East boundary of Meridian Street a distance of 1997.30 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence South 00 degrees 05 minutes 02 seconds West along the Section line and East boundary of Meridian Street a distance of 575.0 feet to a point on the Northerly boundary of a 50.0 foot natural gas line easement, thence South 89 degrees 14 minutes 59 seconds East along said Northerly boundary a distance of 500.0 feet, thence North 00 degrees 05 minutes 02 seconds East 575.0 feet, thence North 89 degrees 14 minutes 59 seconds West 500.0 feet to the POINT OF BEGINNING; containing 6.60 acres, more or less.

LESS & EXCEPT:

Commence at the Northwest Corner of Section 7, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 00 degrees 05 minutes 02 seconds West along the West boundary of said Section 7 and the East right-of-way boundary of Meridian Road, a distance of 2472.30 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence South 00 degrees 05 minutes 02 seconds West along said West boundary of Section 7 and the East right-of-way boundary of Meridian Road 100.0 feet to a point on the North boundary of a Natural Gas line Easement, thence run South 89 degrees 14 minutes 59 seconds East along the North boundary of said Natural Gas Line Easement 200.0 feet, thence run North 00 degrees 05 minutes 02 seconds East along a line 200.0 feet East of and parallel to said West boundary of Section 7 and the East right-of-way boundary of Meridian Road 100.0 feet, thence run North 89 degrees 14 minutes 59 seconds West along a line 100.0 feet North of and parallel to said Natural Gas Line Easement 200.0 feet to the POINT OF BEGINNING; containing 0.459 acre, more or less.

Being more particularly described by field survey as follows:

PENSACOLA NICEVILLE CHIPLEY TALLAHASSEE VALDOSTA

Composite Exhibit 1
Page 1 of 6

Parcel 100
Sheet 2 of 3



2844 PABLO AVENUE
TALLAHASSEE, FL 32308
P: 850.385.1179
F: 850.385.1404

NCG Project Number 5668-001
June 17, 2014
Sheet 2 of 3

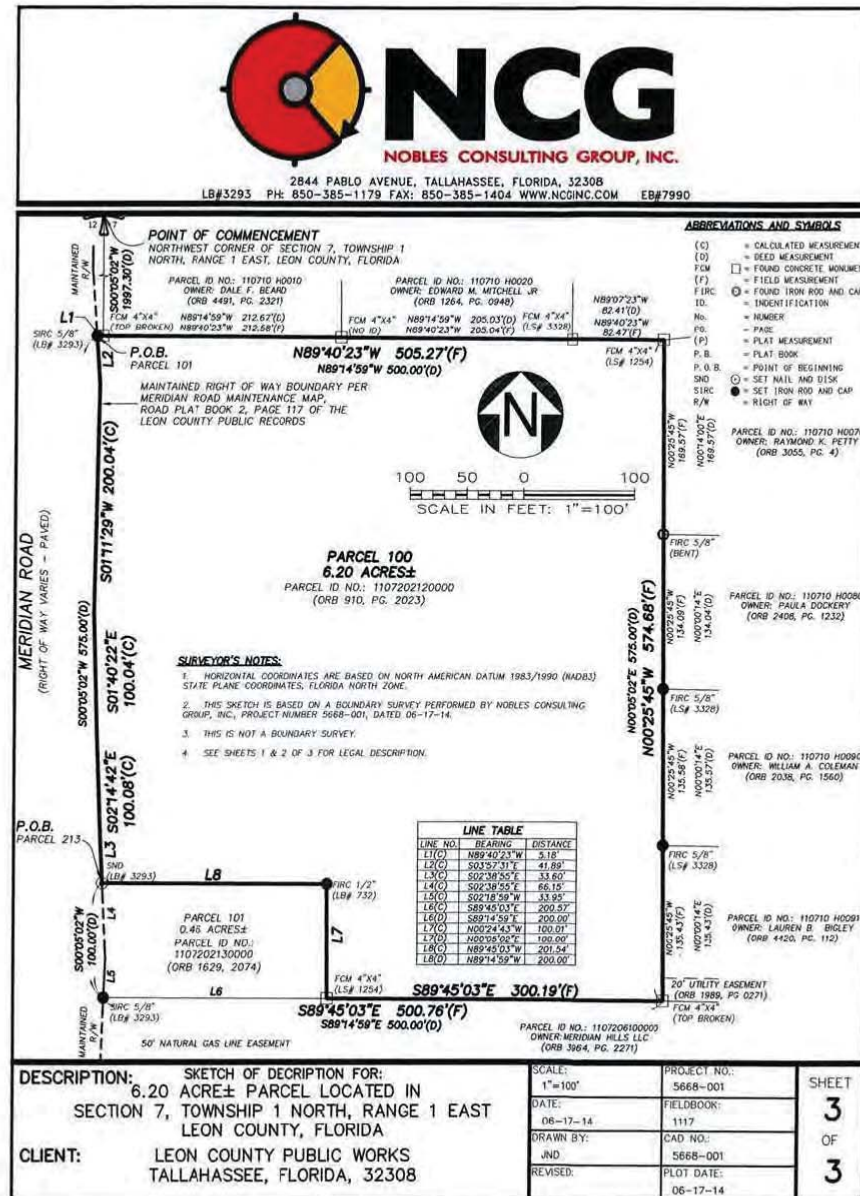
PARCEL 100

Commence at the Northwest Corner of Section 7, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 00 degrees 05 minutes 02 seconds West along the West boundary of said Section 7 a distance of 1997.30 feet to a found 4 inch by 4 inch concrete monument (broken) for the POINT OF BEGINNING. From said POINT OF BEGINNING thence leaving said West boundary run North 89 degrees 40 minutes 23 seconds West a distance of 5.18 feet to the Easterly maintained right of way boundary of Meridian Road (right of way varies); thence run along said Easterly maintained right of way boundary as follows: thence run South 03 degrees 57 minutes 31 seconds East a distance of 41.89 feet; thence run South 01 degree 11 minutes 29 seconds West a distance of 200.04 feet; thence run South 01 degree 40 minutes 22 seconds East a distance of 100.04 feet; thence run South 02 degrees 14 minutes 42 seconds East a distance of 100.08 feet; thence run South 02 degrees 38 minutes 55 seconds East a distance of 33.60 feet to a point lying on the North boundary of that property recorded in Official Records Book 1629, Page 2074 of said Public Records; thence leaving said Easterly maintained right of way boundary run South 89 degrees 45 minutes 03 seconds East along said North boundary a distance of 201.54 feet to a found 1/2" iron rod and cap (LB# 732); thence leaving said North boundary run South 00 degrees 24 minutes 43 seconds East along the East boundary of that property recorded in Official Records Book 1629, Page 2074 of said Public Records a distance of 100.01 feet to a found 4 inch by 4 inch concrete monument (LS# 1254) lying on the North boundary of a 50 foot Gas Line Easement; thence leaving said East boundary run South 89 degrees 45 minutes 03 seconds East along said North boundary a distance of 300.19 feet to a found 4 inch by 4 inch concrete monument (broken) marking the Southeast corner of that property recorded in Official Record Book 910, Page 2023 of said Public Records; thence leaving said North boundary and said Southeast corner run North 00 degrees 25 minutes 45 seconds West along the East boundary of that property recorded in Official Record Book 910, Page 2023 of said Public Records a distance of 574.68 feet to a found 4 inch by 4 inch concrete monument (LS# 1254) marking the Northeast corner of said property; thence leaving said Northeast corner run North 89 degrees 40 minutes 23 seconds West along the North boundary of said property a distance of 505.27 feet to the POINT OF BEGINNING, containing 6.20 acres, more or less.


James E. Melcher
Professional Surveyor and Mapper
Florida Certificate No. 6159
NOBLES CONSULTING GROUP, Inc.
Licensed Business No. 3293

PENSACOLA NICEVILLE CHIPLEY TALLAHASSEE VALDOSTA

Composite Exhibit 1
Page 2 of 6

Parcel 100
Sheet 3 of 3

Composite Exhibit 1
Page 3 of 6

Parcel 101
Sheet 1 of 3



2844 PABLO AVENUE
TALLAHASSEE, FL 32308
P: 850.385.1179
F: 850.385.1404

NCG Project Number 5668-001
June 17, 2014
Sheet 1 of 3

As per Official Record Book 1629, Page 2074 of the Public Records of Leon County Florida.

Commence at the Northwest Corner of Section 7, Township 1 North, Range 1 East, Leon County, Florida, and run South 00 degrees 05 minutes 02 seconds West along the West boundary of said Section 7 and the East right of way of boundary of Meridian Road a distance of 2472.30 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 05 minutes 02 seconds West along said West boundary of Section 7 and the East right of way boundary of Meridian Road 100.00 feet to a point on the North Boundary of a Natural Gas Line Easement, thence run South 89 degrees 14 minutes 59 seconds East along the North boundary of said Natural Gas Line Easement 200.00 feet, thence run North 00 degrees 05 minutes 02 seconds East along a line 200.00 feet East of and parallel to said West boundary of Section 7 and the East right of way boundary of Meridian Road 100.00 feet, thence run North 89 degrees 14 minutes 59 seconds West along a line 100.0 feet North of and parallel to said Natural Gas Line Easement 200.0 feet to the POINT OF BEGINNING.

Being more particularly described by field survey as follows:

PARCEL 101

Commence at the Northwest Corner of Section 7, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 00 degrees 05 minutes 02 seconds West along the West boundary of said Section 7 a distance of 1997.30 feet to a found 4 inch by 4 inch concrete monument (broken); thence leaving said West boundary run North 89 degrees 40 minutes 23 seconds West a distance of 5.18 feet to the Easterly maintained right of way boundary of Meridian Road (right of way varies); thence run along said Easterly maintained right of way boundary as follows: thence run South 03 degrees 57 minutes 31 seconds East a distance of 41.89 feet; thence run South 01 degree 11 minutes 29 seconds West a distance of 200.04 feet; thence run South 01 degree 40 minutes 22 seconds East a distance of 100.04 feet; thence run South 02 degrees 14 minutes 42 seconds East a distance of 100.08 feet; thence run South 02 degrees 38 minutes 55 seconds East a distance of 33.60 feet to the POINT OF BEGINNING.

PENSACOLA NICEVILLE CHIPLEY TALLAHASSEE VALDOSTA

Composite Exhibit 1
Page 4 of 6

Exhibit "H"
Page 11 of 16

Parcel 101
Sheet 2 of 3



2844 PABLO AVENUE
TALLAHASSEE, FL 32308
P: 850.385.1179
F: 850.385.1404

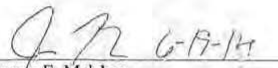
NCG Project Number 5668-001
June 17, 2014
Sheet 2 of 3

From said POINT OF BEGINNING continue along said Easterly maintained right of way boundary South 02 degrees 38 minutes 55 seconds East a distance of 66.15; thence run South 02 degrees 18 minutes 59 seconds West a distance of 33.95 feet to a point lying on the North boundary of a 50 foot Natural Gas Line Easement; thence leaving said Easterly maintained right of way boundary run South 89 degrees 45 minutes 03 seconds East along said North boundary a distance of 200.57 feet to a found 4 inch by 4 inch concrete monument (LS# 1254) marking the Southeast corner of that property recorded in Official Record Book 1629, Page 2074 of said Public Records; thence leaving said North boundary and said Southeast corner run North 00 degrees 24 minutes 43 seconds West along the East boundary of said property a distance of 100.01 feet to a found 1/2 inch iron rod and cap (LB# 732) marking the Northeast Corner of said property; thence leaving said Northeast corner run North 89 degrees 45 minutes 03 seconds West along the North boundary of said property a distance of 201.54 feet to the POINT OF BEGINNING, containing 0.46 acre, more or less.

The above described property being subject to an Ingress / Egress Easement recorded in Official Records Book 4100, Page 1851 of said Public Records.

The above described property being subject to a Parking and Access Easement recorded in Official Records Book 4100, Page 1856 of said Public Records.

The above described property being subject to a Utility Easement recorded in Official Records Book 4100, Page 1859 of said Public Records.


James E. Melcher
Professional Surveyor and Mapper
Florida Certificate No. 6159
NOBLES CONSULTING GROUP, Inc.
Licensed Business No. 3293

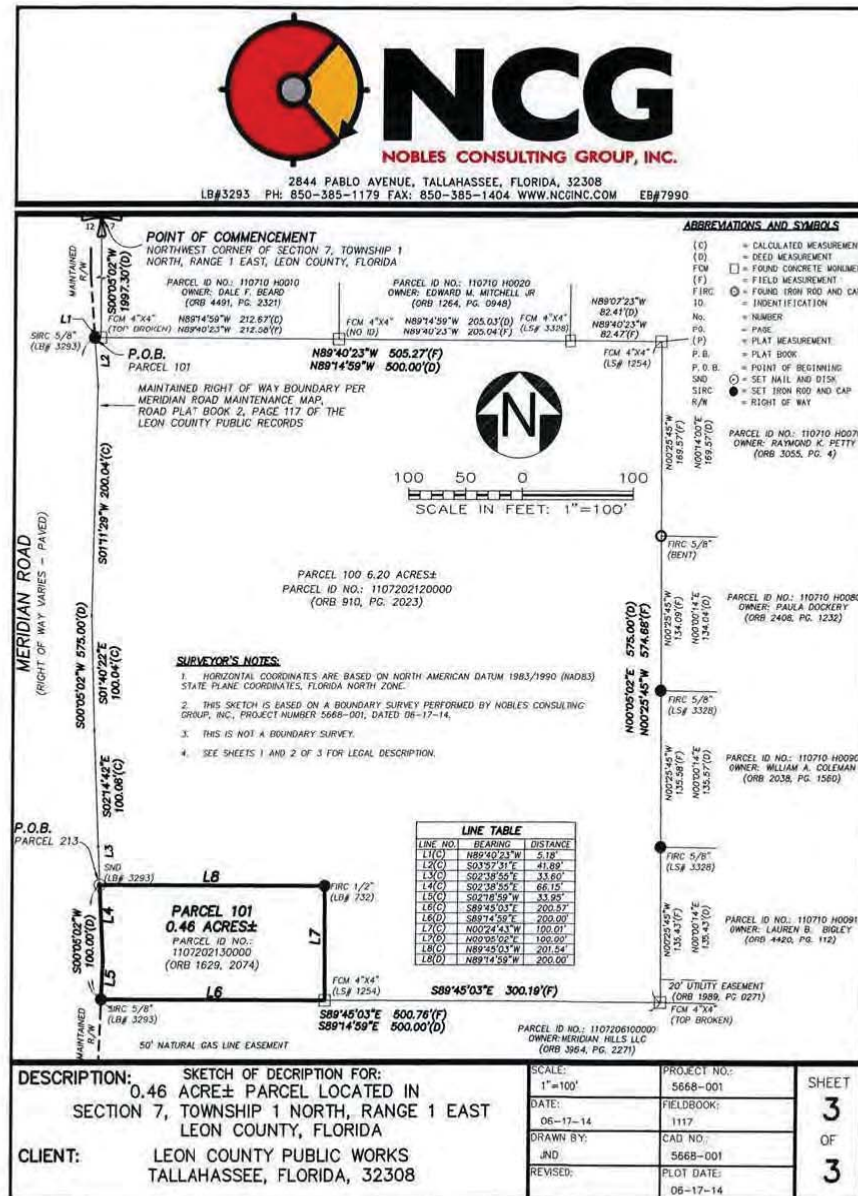
PENSACOLA NICEVILLE CHIPLEY TALLAHASSEE VALDOSTA

Composite Exhibit 1
Page 5 of 6

Exhibit "H"
Page 11 of 16

Page 926 of 981

Posted at 6:00 p.m. on May 1, 2017

Parcel 101
Sheet 3 of 3

Composite Exhibit 1
Page 6 of 6

Exhibit 2
Parcel 100 Temporary Construction Easement

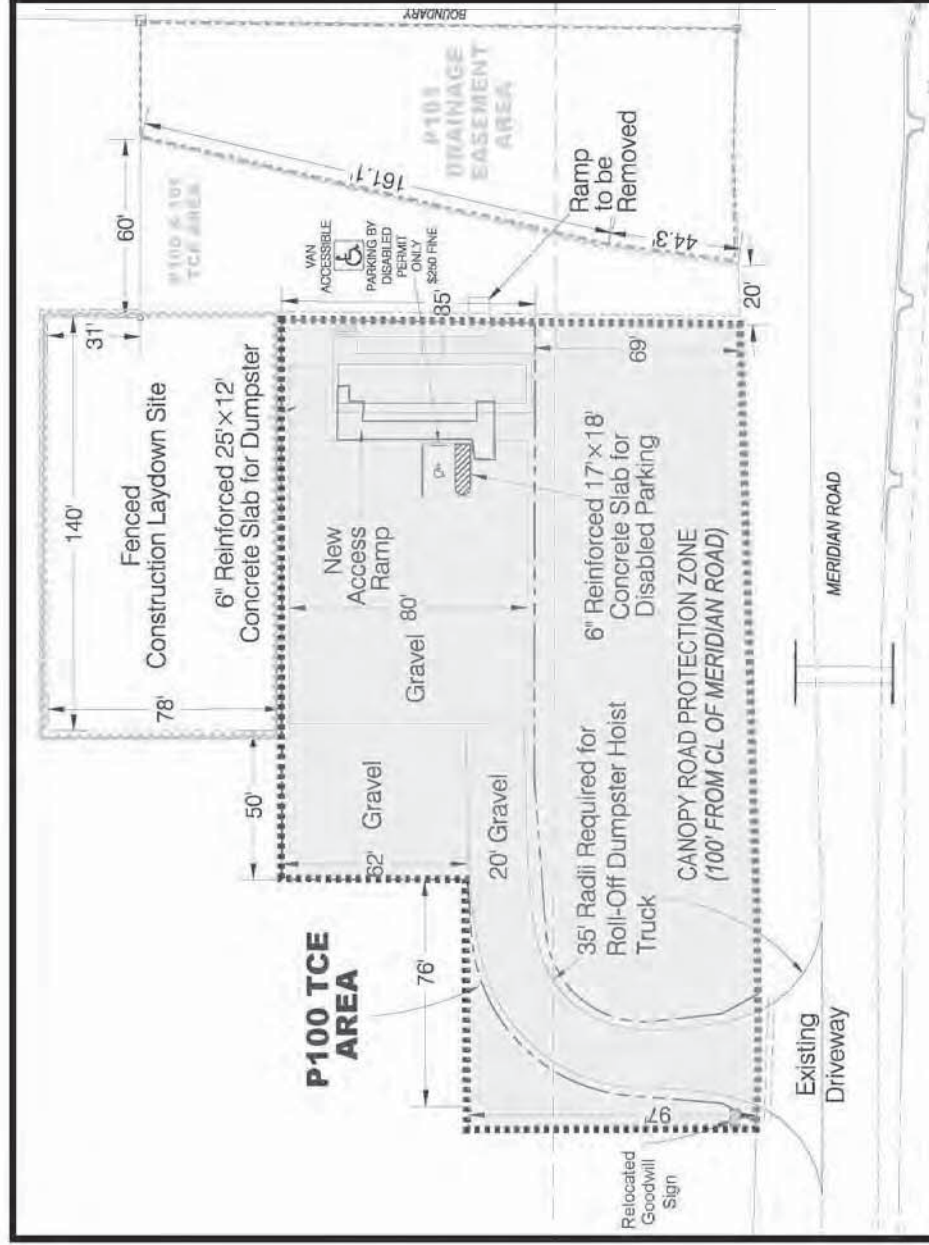


Exhibit 2
Page 1 of 1

Exhibit 3
Parcel 101 Drainage Easement

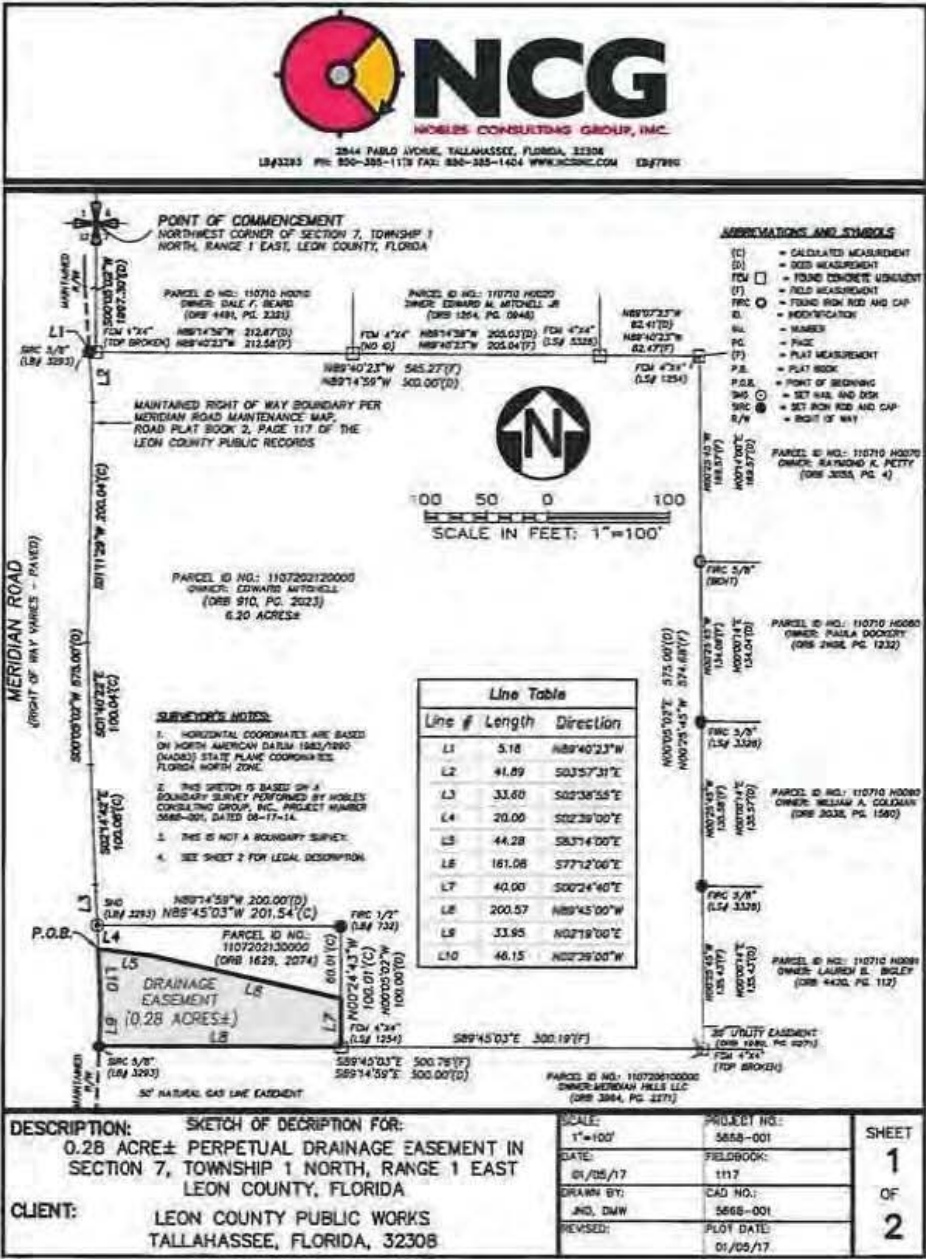



Exhibit 3
Page 1 of 2




NCG
NOBLES CONSULTING GROUP, INC.
2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308
LB#3283 PH: 850-385-1179 FAX: 850-385-1484 WWW.NCGINC.COM E847880

PERPETUAL DRAINAGE EASEMENT
(0.28 ACRES, MORE OR LESS)

COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, AND RUN THENCE SOUTH 00 DEGREES 05 MINUTES 02 SECONDS WEST ALONG THE WEST BOUNDARY OF SAID SECTION 7 A DISTANCE OF 1997.30 FEET TO A FOUND 4 INCH BY 4 INCH CONCRETE MONUMENT (BROKEN); THENCE LEAVING SAID WEST BOUNDARY RUN NORTH 89 DEGREES 40 MINUTES 23 SECONDS WEST A DISTANCE OF 5.18 FEET TO THE EASTERLY MAINTAINED RIGHT OF WAY BOUNDARY OF MERIDIAN ROAD (RIGHT OF WAY VARIES); THENCE RUN ALONG SAID EASTERLY MAINTAINED RIGHT OF WAY BOUNDARY AS FOLLOWS: THENCE RUN SOUTH 03 DEGREES 57 MINUTES 31 SECONDS EAST A DISTANCE OF 41.89 FEET; THENCE RUN SOUTH 01 DEGREE 11 MINUTES 29 SECONDS WEST A DISTANCE OF 200.04 FEET; THENCE RUN SOUTH 01 DEGREE 40 MINUTES 22 SECONDS EAST A DISTANCE OF 100.04 FEET; THENCE RUN SOUTH 02 DEGREES 14 MINUTES 42 SECONDS EAST A DISTANCE OF 100.08 FEET; THENCE RUN SOUTH 02 DEGREES 38 MINUTES 55 SECONDS EAST A DISTANCE OF 33.60 FEET TO A SET NAIL AND DISK (LB# 3293); SOUTH 02 DEGREES 39 MINUTES 00 SECONDS EAST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, LEAVING SAID MAINTAINED RIGHT OF WAY, RUN SOUTH 83 DEGREES 14 MINUTES 00 SECONDS EAST A DISTANCE OF 44.28 FEET; THENCE RUN SOUTH 77 DEGREES 12 MINUTES 00 SECONDS EAST A DISTANCE OF 161.08 FEET TO THE EAST LINE OF THAT PROPERTY MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 1829, PAGE 2074 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA; THENCE RUN SOUTH 00 DEGREES 24 MINUTES 40 SECONDS EAST A DISTANCE OF 40.00 FEET TO A CONCRETE MONUMENT (LS# 1224) MARKING THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE RUN NORTH 89 DEGREES 45 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID PROPERTY A DISTANCE OF 200.57 FEET TO THE EAST MAINTAINED RIGHT OF WAY OF MERIDIAN ROAD; THENCE RUN ALONG SAID MAINTAINED RIGHT OF WAY NORTH 02 DEGREES 19 MINUTES 00 SECONDS EAST A DISTANCE OF 33.95 FEET; THENCE RUN NORTH 02 DEGREES 39 MINUTES 00 SECONDS WEST A DISTANCE OF 46.15 FEET TO THE POINT OF BEGINNING, CONTAINING 0.28 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS SURVEY CONFORMS TO THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052 (5), PURSUANT TO SECTION 472.007, FLORIDA STATUTES



Chad M. Reiner
Professional Surveyor and Mapper
Certificate No. 8483

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DESCRIPTION: LEGAL DESCRIPTION FOR 0.28 ACRE± PERPETUAL DRAINAGE EASEMENT IN SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST LEON COUNTY, FLORIDA	SCALE:	PROJECT NO.:	SHEET 2 OF 2
	DATE:	FIELDBOOK:	
	01/05/17	1117	
	DRAWN BY:	CAD NO.:	
	JND, DMW	5688-001	
CLIENT: LEON COUNTY PUBLIC WORKS TALLAHASSEE, FLORIDA, 32308	REMOVED:	PLOT DATE:	
		01/05/17	

Exhibit 4
Parcels 100 and 101 Temporary Construction Easement

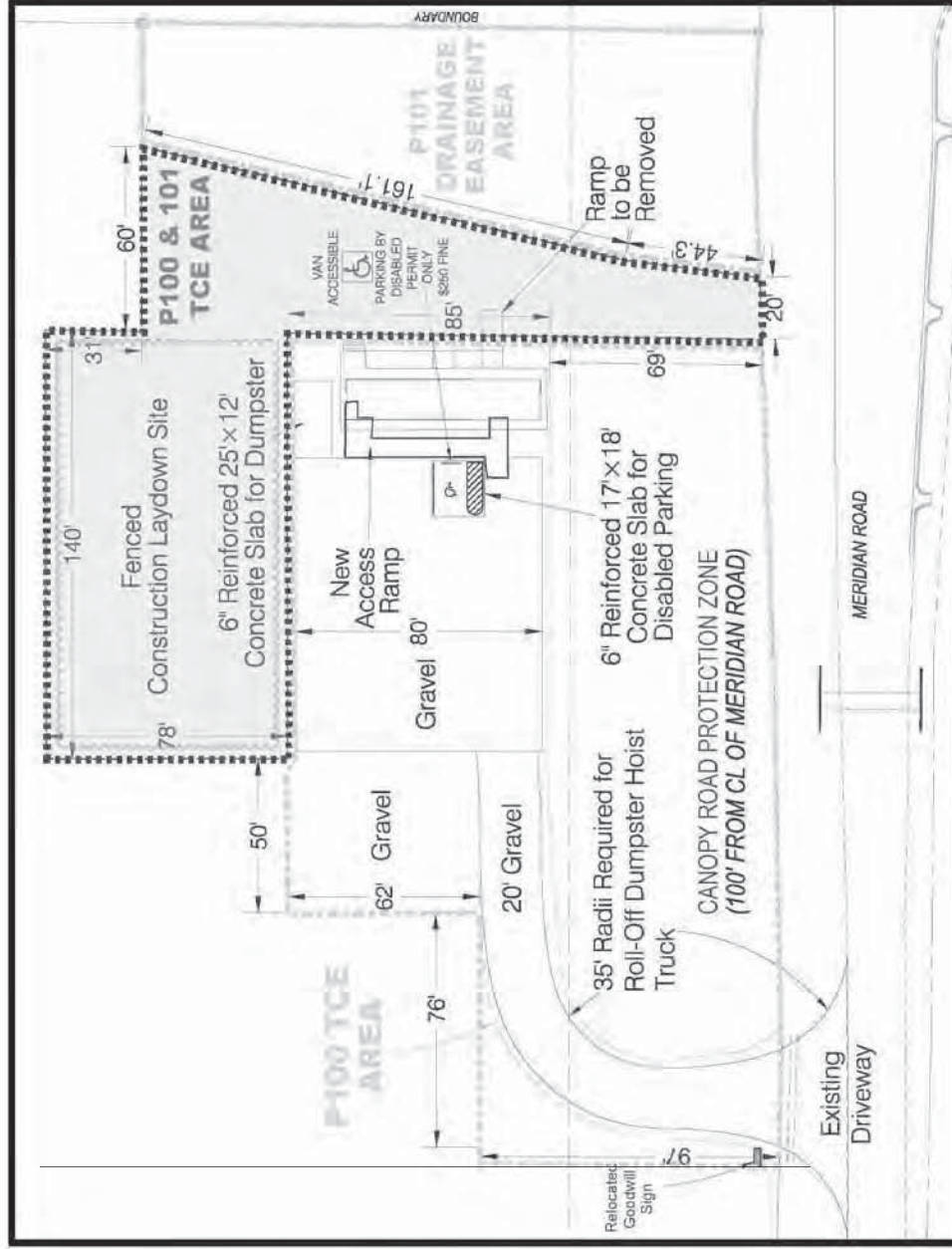


Exhibit 4
Page 1 of 1

Exhibit "I" Goodwill Improvements

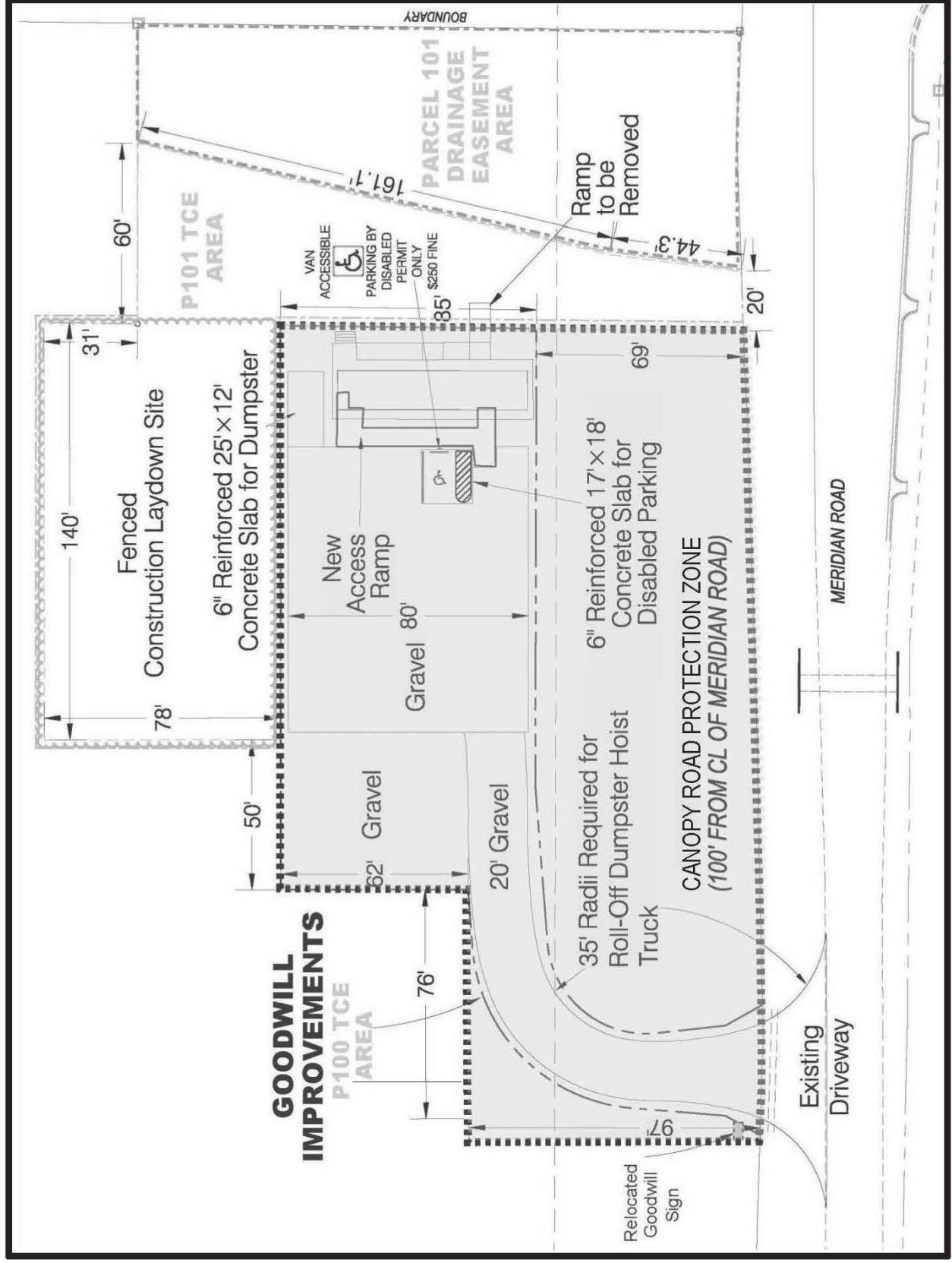


Exhibit "J"

Parcel 102 Conservation and Drainage Easement

This Instrument prepared by:
Herbert W.A. Thiele, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street, Suite 202
Tallahassee, Florida 32301

Fords Arm South Water Quality Improvement Project
Tax ID No. 110710 H0020

CONSERVATION AND DRAINAGE EASEMENT AGREEMENT

THIS CONSERVATION AND DRAINAGE EASEMENT AGREEMENT ("Parcel 102 Easement Agreement") is made in accordance with Section 704.06, Florida Statutes, and executed this ____ day of _____, 2017, by **EDWARD M. MITCHELL, JR.** whose post office address is 1330 Capital Circle NE, Tallahassee, FL 32308, as **Grantor**, to **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, having a mailing address of Division of Real Estate Management, 301 South Monroe Street, Suite 202, Tallahassee, Florida 32301, as **Grantee**.

RECITALS

WHEREAS, Grantor owns in fee simple certain real property in Leon County depicted in **Composite Exhibit "1"** as **"Parcel 102"**;

WHEREAS, Grantor and Grantee have entered into this Parcel 102 Easement Agreement pursuant to the terms of a Development Agreement recorded at book _____, and page _____, Official Records of Leon County, Florida (**"Development Agreement"**), as specifically provided for therein;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby conveys, transfers and grants unto Grantee, its successors and assigns the easements set forth herein.

AGREEMENT

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference into this Parcel 102 Easement Agreement.

2. **Title to Parcel 102.** Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

3. **Grant of Easements**

3.1 **Parcel 102 Conservation Easement.** Grantor hereby conveys, transfers and grants unto Grantee, its successors and assigns, a perpetual, non-exclusive conservation easement (**"Parcel 102 Conservation Easement"**) over and upon the 1.36 acres within Parcel 102 specifically described in the legal description and sketch attached hereto as part of **Composite Exhibit "1"** (**"Parcel 102 Conservation Easement Area"**).

3.2 **Parcel 102 Drainage Easement.** Grantor hereby conveys, transfers and grants unto Grantee, its successors and assigns, a perpetual, non-exclusive drainage easement (**"Parcel 102 Drainage Easement"**) over and upon the .30 acres within Parcel 102 specifically described in the legal description and sketch attached hereto as part of **Composite Exhibit "1"** (**"Parcel 102 Drainage Easement Area"**).

4. **Terms of Parcel 102 Conservation Easement.**

4.1 **Prohibited Uses.** Except as otherwise provided for herein, the following activities are prohibited within the Parcel 102 Conservation Easement Area pursuant to Section 704.06, Florida Statutes:

- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures above or on the ground.
- b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.
- c. Removal or destruction of trees, shrubs, or other vegetation, except for (i) invasive exotic vegetation, and (ii) mowing of grass and weeds.
- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such matter as to affect the surface.
- e. Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife conservation habitat preservation.
- g. Acts or uses detrimental to such retention of land or water areas.
- h. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance.

4.2 **Exemption for Parcel 102 Drainage Easement.** Notwithstanding anything to the contrary contained in the prohibited activities listed in Section 4.1 above, any and all activities associated with Grantee's construction, operation, and maintenance of a drainage ditch ("**Drainage Ditch**") as part of the County Mitigation Project as defined by the Development Agreement shall be exempt from the Section 4.1 prohibited uses, and shall be authorized within the Parcel 102 Drainage Easement Area.

4.3 **Reserved Rights.** Grantor reserves unto itself, and its successors and assigns:

- a. All rights accruing from ownership of Parcel 102 and the Conservation Easement Area, including, but not limited to, the right of Grantor (including Grantor's invitees, successors and assigns) to engage in all uses of Parcel 102 that are not expressly prohibited herein, and which are in compliance with all applicable laws.
- b. All activities as may be approved in writing by the Leon County Department of Development Support and Environmental Management.
- c. Removal or pruning of hazardous, diseased or insect infested trees in the Parcel 102 Conservation Easement Area as may be permitted upon prior approval from the Leon County Department of Development Support and Environmental Management.
- d. Mowing of grass and weeds to the extent such activity is not inconsistent with the prohibited uses set forth in Section 4.1 above.

4.4 Rights of Grantee.

- a. It is understood that the granting of this Parcel 102 Conservation Easement entitles Grantee to enter the Parcel 102 Drainage Easement Area in a reasonable manner and at reasonable times to assure compliance with the conditions set forth herein.
- b. Grantee shall be permitted to construct, operate and maintain a Drainage Ditch on the portion of the Parcel 102 Conservation Easement Area containing the Parcel 102 Drainage Easement Area, pursuant to the terms of the Parcel 102 Drainage Easement below.

4.5 Grantee's Discretion. Lack of enforcement or insistence upon compliance with any of the terms or conditions of the Parcel 102 Conservation Easement shall not constitute a waiver or relinquishment of the same, or of any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.

4.6 Acts Beyond Grantor's Control. Nothing contained in this Parcel 102 Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in Parcel 102 Conservation Easement Area resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to Parcel 102 or to persons resulting from such causes.

5. Terms of the Parcel 102 Drainage Easement

5.1 Purpose. The Parcel 102 Drainage Easement Area, including the portion falling within the Parcel 102 Conservation Easement Area, shall be used by Grantee for the sole purpose of ingress and egress for the clearance, excavation, construction, operation, and maintenance of the Drainage Ditch that is part of the County Mitigation Project as that term is defined by the Development Agreement.

5.2 Operation and Maintenance. Grantee's specific operation and maintenance obligations for the Drainage Ditch and the Parcel 102 Drainage Easement Area shall include but not be limited to regularly inspecting and maintaining the Drainage Ditch in good order and repair and in proper operating condition.

5.3 Reservation of Rights. Grantor reserves unto itself and its successors and assigns all rights accruing from ownership of Parcel 102 and the Parcel 102 Drainage Easement Area, including, but not limited to, the right of the Grantor (including Grantor's invitees, successors and assigns) to engage in all uses of Parcel 102 that are not expressly prohibited herein, and which are in compliance with all applicable laws.

6. Easements Running with the Land. The easements, agreements and covenants set forth above in this Parcel 102 Easement Agreement are of a commercial nature, freely transferable, and are intended to be, and shall be construed as easements, agreements and covenants appurtenant to and running with the land and the burdens and benefits of said easements, agreements and covenants shall run with the title to Parcel 102, and shall bind and inure to the benefit of the Parties, their successors in title and assigns.

7. Dedication. The rights granted to the Grantee in this Parcel 102 Easement Agreement shall not be deemed a public dedication of all or any portion of Parcel 102 for public use. No

members of the public shall be granted access to any portion of Parcel 102 without Grantor's prior written authorization.

8. **Indemnification by Grantee.** To the extent allowed by the Constitution and laws of the State of Florida, including Section 768.28, Florida Statutes, Grantee hereby agrees to indemnify, defend, save, and hold harmless Grantor, its officers, agents, contractors and employees, from any and all claims, demands, liabilities, and suits arising out of Grantee's (including Grantee's officers, agents, contractors and employees) use of the Parcel 102 Conservation Easement Area and the Parcel 102 Drainage Easement Area.

9. **Applicable Law.** This Parcel 102 Easement Agreement shall be construed in accordance with the laws of the State of Florida.

10. **Severability.** If any provision of this Parcel 102 Easement Agreement, or the application thereof to any person or circumstances, shall be for any reason and to any extent be invalid or unenforceable, the remainder of this Parcel 102 Easement Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforce to the greatest extent permitted by law.

11. **Further Assurances.** Each party hereto agrees to give further assurances to each other party hereto, by way of executing such other and further instruments and documents as may be reasonably necessary to effectuate and carry out the intents and purposes of this Parcel 102 Easement Agreement.

12. **Counterparts.** This Parcel 102 Easement Agreement may be executed in counterparts, each of which shall be deemed an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

13. **Effective Date.** The effective date of this Parcel 102 Easement Agreement shall be the date upon which the last of the Parties signatures is evidenced herein (the "Effective Date").

IN WITNESS WHEREOF, Grantor and Grantee have caused these covenants to be executed and their seal to be affixed hereto on the day and year first above written.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]
[SIGNATURE PAGE FOLLOWS THIS PAGE]

Exhibit "J"
Page 5 of 7

Signed, sealed and delivered
in the presence of:

EDWARD M. MITCHELL, JR.

(Signature)

(Typed or Printed Name)

(Signature)

(Typed or Printed Name)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 2017,
by Eddie Mitchell, who is personally known to me or who has produced _____
as identification, and who did take an oath.

NOTARY PUBLIC

Signature _____
Typed or printed name _____
My Commission expires _____

Signed, sealed and delivered
in the presence of:

LEON COUNTY, FLORIDA

(Signature)

(Typed or Printed Name)

(Signature)

(Typed or Printed Name)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 2017,
by _____, as _____, who is personally known to me or
who has produced _____ as identification, and who did take an
oath.

NOTARY PUBLIC

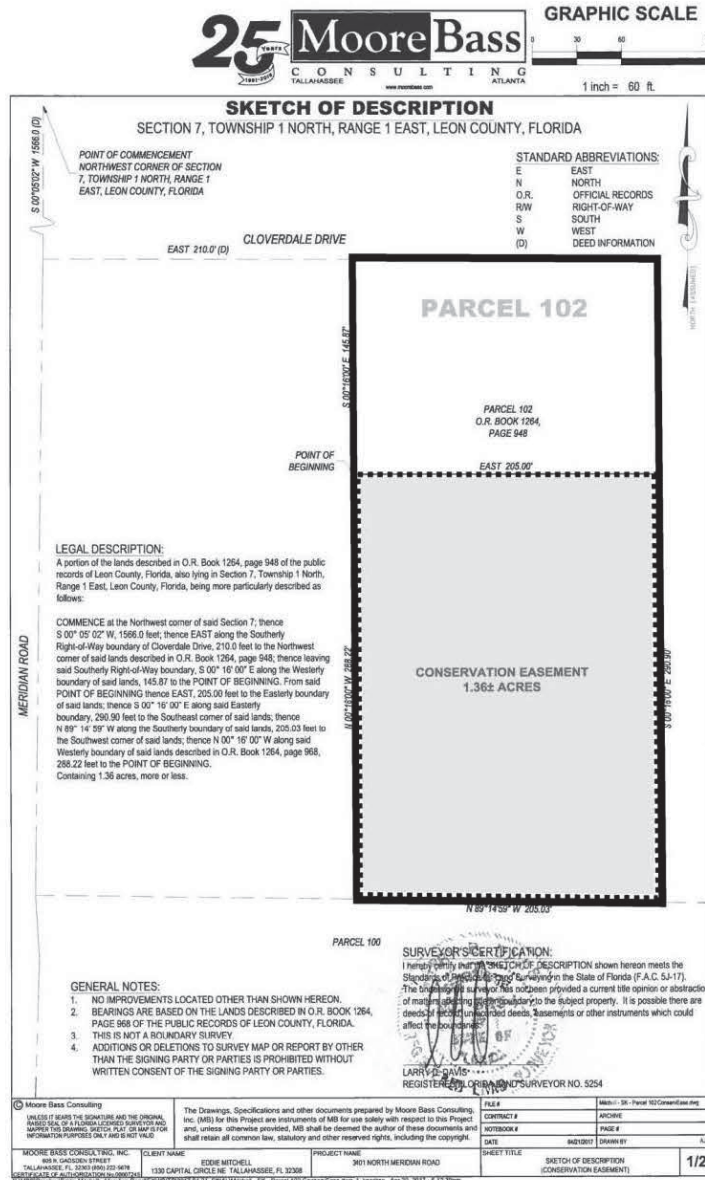
Signature _____
Typed or printed name _____

My Commission expires _____

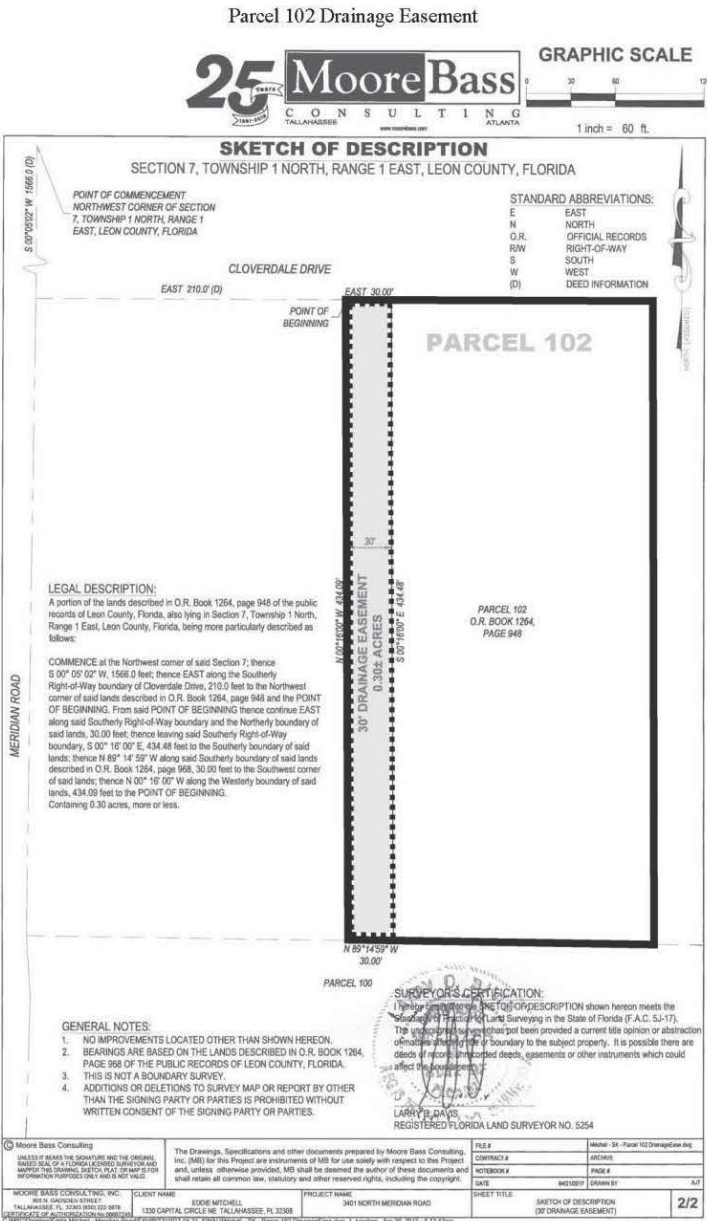
Page 5 of 5

Composite Exhibit 1
Parcel 102 Conservation Easement
Parcel 102 Drainage Easement

Parcel 102 Conservation Easement



Composite Exhibit "1"
Page 1 of 2



#5633317 v8

Exhibit "K"

FEMA Regulated Floodway Plan

NOTE: A full-size color-coded copy of this reduced exhibit is available by contacting the Leon County Administrator's Office

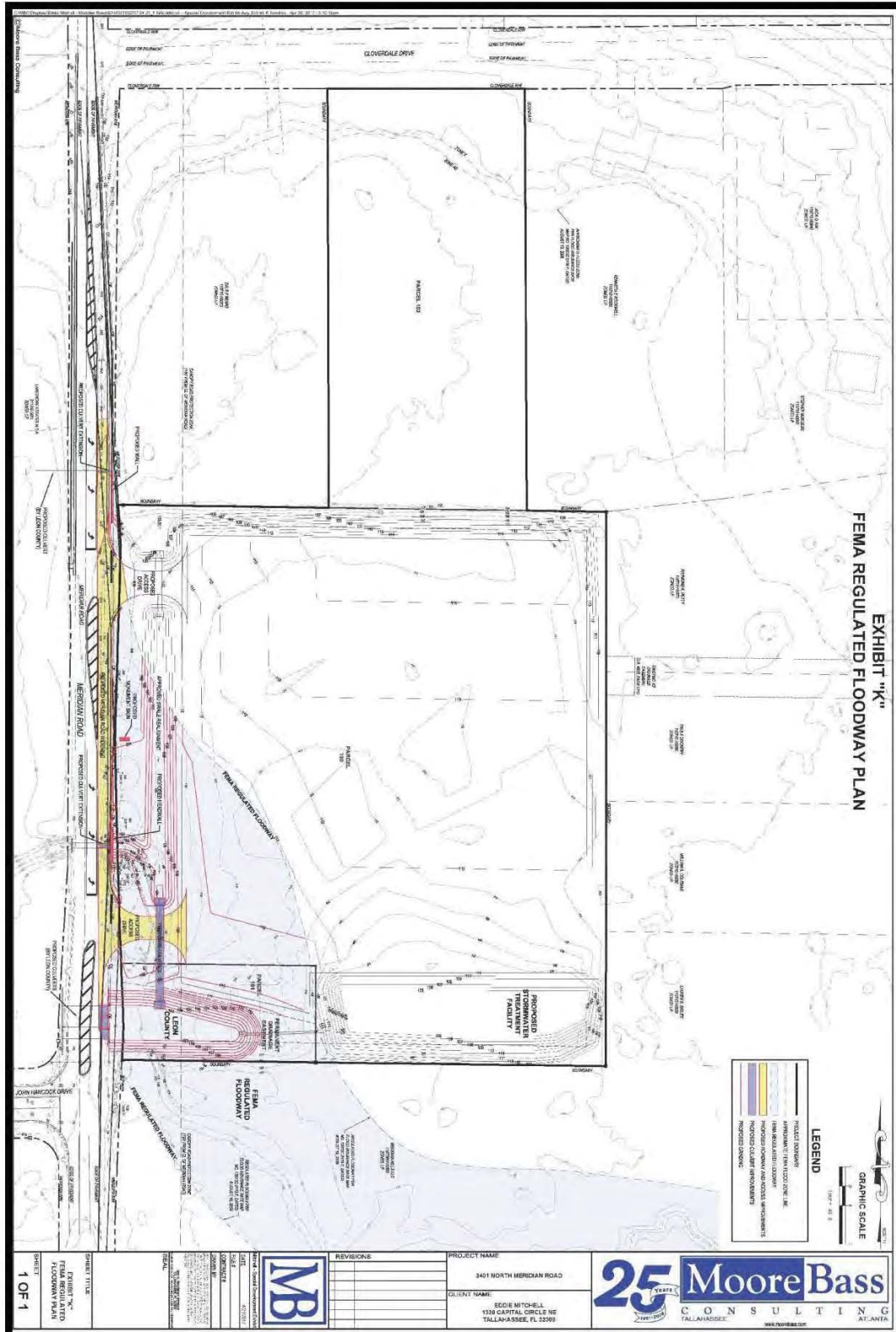


Exhibit “L”

Architectural Design, Lighting and Sign Standards

Purpose. It is the intent of this exhibit to provide architectural, lighting and sign design standards for development within Parcels 100 and 101 as described in the associated Development Agreement. The following elements shall be incorporated into the design of the site to enhance off-site visual impacts and promote compatibility with adjacent residential properties, and to incorporate design elements and concepts typical of the Tallahassee/Leon County area.

Section I. Architectural Design. The following design elements and concepts shall be incorporated into the final development plans for the property.

- a) *Architectural features that provide visual interest from the pedestrian’s perspective through the integration and application of architectural details and appropriate scale.* Standardized storefronts, excessive use of plate glass and uninterrupted façade planes shall be avoided. Store front windows shall be framed to provide interest and detail, and to break-up an unarticulated solid glass appearance. There shall be a combination of materials used for store front facades rather than using an all glass and aluminum scheme. Façade treatments such as, but not limited to, canopies, overhangs, arcades, gabled entryways, and porticos are some examples of treatments that will facilitate pedestrian scale and interest.
- b) *Building facades that are designed to reduce the mass/scale and uniform monolithic appearance of large, unadorned walls.* Buildings shall incorporate windows along fifty percent (50%) or more of the horizontal length of the primary customer entrance façade. Faux window treatments may be utilized to attain the minimum.
- c) *The incorporation of architectural details and elements to provide visual interest at a pedestrian scale.* The overall architecture style of a building’s façade shall incorporate elements and details that promote a pedestrian scale. These treatments shall include multiple architectural details and trim components consisting of changes in color, texture, material, and the expression of architectural or structural bays via a change in plane using a reveal, offset or projecting rib. Uninterrupted blank wall facades shall be avoided. Refuse collection containers (e.g. dumpsters) shall be screened using building materials and design elements consistent with the principal structure. Landscaping shall be required around screening walls for refuse collection containers whenever they are visible from public view.
- d) *Variation in building mass, height, and width so the building appears divided or articulated into distinct massing elements and details perceived at the pedestrian scale.* Building facades shall be designed to reduce the mass, scale and uniform monolithic appearance of large, unadorned walls. This may be accomplished by varying the building’s mass in height and width so it appears divided into distinct massing elements

with details perceived at the pedestrian scale. Exterior facades shall also be designed with projections and recesses of varying depths.

- e) *The incorporation and integration of appropriate exterior building materials and colors consistent with the local vernacular style.* The exterior building materials and colors should reflect the local vernacular style and shall be indigenous to the area. Natural, subdued "earth tone" colors shall be utilized. High quality, man-made materials such as stucco and tinted or textured concrete masonry units are acceptable. Primary colors may only be used for accents. Excessively brilliant, metallic or reflective colors shall be avoided. Exterior building materials not recommended for use are plastic or vinyl siding, corrugated or reflective metal panels, sheathing, tile or smooth or rib-faced concrete blocks or panels, stone in an ashlar or rubble look or other simulated natural materials.
- f) *The use of roof forms that provide visual interest and reflect the primary elements of local vernacular architecture.* Elemental to the local vernacular is the use of varied and articulated sloping roof forms. Gabled roofs are typical for this style. The use of dormers which provide an additional element of architectural detail and interest to uninterrupted roof planes is also common. Flat roofs shall only be permitted in limited areas such as entrance canopies, walkway connections, storage and mechanical equipment areas, arcades, etc. Appropriate roof materials include metal standing seam, shakes, shingles and tile. Primary or bright colors shall be avoided. Variations in roof lines and height shall be used to increase visual interest. Multiple roof slope planes which incorporate gables are encouraged. Rooftop mechanical equipment shall be shielded so as to not be visible from public view.

Section II. Lighting standards. These standards shall be incorporated in the final development plans to limit offsite lighting impacts to adjacent residential properties.

- a) All exterior lighting shall have recessed bulbs and filters which conceal the source of illumination. No wall or roof mounted flood or spot lights used as general grounds lighting are permitted. "Shoebox" or "cobra head" style light fixtures shall be prohibited. Security lighting is permitted where ballasts and filters are recessed and lighting is downward directed.
- b) Lighting for off-street walkways shall not exceed ten (10) feet in height.
- c) Parking lighting shall not exceed twenty (20) feet in height.
- d) Lighting levels at the property line (six feet above ground) adjacent to residential areas shall not exceed one footcandles.
- e) A photometric plan shall be provided at the time of site and development plan application to demonstrate compliance with the referenced lighting standards.

Section III. Low Impact Design. In order to further reduce the impact in stormwater runoff, the development may incorporate low impact design elements to the greatest extent practicable.

- a) All parking areas shall be of an approved pervious material, unless determined by the Parking Standards Committee that an alternative would be more appropriate.
- b) The development shall utilize shared parking where appropriate.
- c) The development shall utilize native xeriscape landscaping and turf shall be kept to a minimum.
- d) The development shall utilize inverted landscape islands, rain gardens and other similar low impact designs concepts unless determined infeasible by Environmental Services.

Section IV. Signs. The standards for signage are intended to provide signage that is compatible with perimeter landscaping, and enhance the pedestrian environment. In addition to the rights provided to the Developer under the applicable sign ordinance, the combined parcels shall be allowed one (1) ground sign, that may contain multiple signs. Each tenant space shall be allowed one (1) wall sign.

- a) All signs, both ground and wall signs, shall be externally illuminated. Lighting for wall signs shall be neck-down lighting.
- b) The ground sign shall be monument-type and shall not exceed 10 feet in height as measured from grade. Ground signs shall incorporate exterior material and finish consistent with the façade and architectural theme of the primary on-site structure.
- c) Each tenant shall be allowed one blade sign or under canopy sign per sidewalk frontage not to exceed six square feet and shall not to exceed the width of the canopy.
- d) Digital, flashing or animated signs are prohibited.
- e) Off-site advertising (billboard) signs are prohibited.
- f) Window graphics that cover more than 25% of the window face are prohibited.

NOTICE OF INTENT TO CONSIDER DEVELOPMENT AGREEMENT

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, May 9, 2017, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider a proposed Development Agreement for three parcels, collectively referred to as the "Property", which are identified as Parcel 100 (Parcel ID No. 1107202120000) and Parcel 101 (Parcel ID No. 1107202130000), located on the east side of Meridian Road near the intersection of John Hancock Drive, and Parcel 102 (Parcel ID No. 110710 H0020), located adjacent to Cloverdale Drive. The proposed Development Agreement is being considered by the County in conjunction with the County's Mitigation Project associated with the Fords Arm South (Lake Jackson) Water Quality Improvement Project.

The proposed development uses on the Property include the following. Parcel 100 is vested and authorized for the development of 69,000 square feet of commercial uses, which may include office and/or retail. Parcel 100 has no proposed residential uses, and thus no population densities. The building height for Parcel 100 will be restricted to 35 feet. Parcel 101 is authorized for development in conjunction with Parcel 100 as part of an overall plan of development for Parcels 100 and 101, and the authorized land uses for Parcel 101 include, but are not limited to the following: landscaping, asphalt and concrete paving, underground and overhead utilities, stormwater facilities, fencing, signage, lighting, driveway connections, and grading. No buildings shall be located on the area contained within Parcel 101, thus there are no building intensities or heights. The authorized land uses for Parcel 102 include the development of a single-family residential unit and accessory uses and structures that support the residential unit. The population density of Parcel 102 will be that which is associated with one single-family residential unit. The building height for Parcel 102 will be restricted to 35 feet.

All interested parties are invited to present their comments at the public hearing at the time and place set out above. Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), or 711 via Florida Relay service.

Copies of the Development Agreement may be inspected at the following location during regular business hours:

Department of Development Services and Environmental Management
435 N. Macomb Street
Renaissance Center, 2nd Floor
Tallahassee, Florida 32301
Telephone: (850) 606-1300