

RETAIN LAKE BOTTOM  
FALLSCHASE DRI  
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2005, by and between Leon County, a political subdivision of the State of Florida (hereinafter the "County"); and AIG-Baker (hereinafter the "Applicant").

RECITALS

WHEREAS, the Applicant is the developer of that certain real property more specifically described in Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof (the "Property"). A major portion of the Property (approximately 623 acres) was approved as a Development of Regional Impact ("DRI"), in 1974 and a major portion is designated pursuant to the County's Comprehensive Plan (the "Comprehensive Plan") as Planned Unit Development ("PUD") District and is currently zoned pursuant to the County's zoning code as PUD District. The remaining portion of the Property was added to the DRI by Leon County's approval of a Notice of Proposed Change on July 12, 2005, pursuant to Subsection 380.06(19), Florida Statutes; and

WHEREAS, development of the Property as envisioned by the Applicant will also require an Amendment to the PUD so that the additional acreage becomes part of the PUD which will be applicable to the Property; and

WHEREAS, the PUD approved by the Leon County Board of County Commissioners ("BCC") by adoption of Ordinance No. 73-64 in 1973 and subsequent amendments, is known as the Fallschase DRI and permits development of residential, office, commercial and mixed uses on the property; and

WHEREAS, in the original DRI documents and the PUD documents, the specific amount and location of square footage authorized for all of the commercial uses was not set forth and there was an expectation that the specific location of commercial areas and the size of commercial buildings would be made as development proceeded, and

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

WHEREAS, a portion of the acreage recently added to the Fallschase DRI/PUD will be designated for commercial uses and will be added to the areas originally designated for commercial uses in the original DRI documents and the PUD documents; and

WHEREAS, the equivalent square footage of commercial space in the 25.4 acre area described above is 850,000 square feet of commercial uses.

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

WHEREAS, the County agrees that the Fallschase DRI/PUD is vested for a mixture of residential, office and commercial uses from the consistency, and concurrency requirements of

the Comprehensive Plan, and for density and intensity pursuant to section 163.3167(8), Fla. Stat.;

and

WHEREAS, the County and the Applicant have been in conflict regarding the extent to which the DRI/PUD is vested from provisions of the comprehensive plan and land development regulations (establishing development standards), adopted subsequent to approval of the DRI/PUD particularly those which the County asserts which now restricts development in the portion of the Property below 51 feet NGVD ("Southern Property"), now designated as floodplain; and

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

WHEREAS, the Applicant and the County, without waiving any rights, entitlements, claims or defenses as to the Southern Property, wish to resolve all issues relating to the Property above 51 feet NGVD ("Upland Property") and to allow Applicant to proceed with predictable and orderly development of the Upland Property.

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

WHEREAS, Applicant and County have determined that substantial portions of the Southern Property should be in public ownership.

WHEREAS, the County has plans to substantially improve the roadway infrastructure in the vicinity of the Fallschase DRI/PUD by widening Buck Lake Road to accommodate multi-lane through-traffic and by providing related turning movements to accommodate existing and future traffic needs; and

WHEREAS, Applicant and the County wish to establish a procedure to guide all future plan review by the County with respect to approval of all future development of the Fallschase DRI/PUD; and

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

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

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

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

(a) provide a mechanism to allow the Upland Property to proceed through the PUD and subsequent development approval process in a manner which avoids duplication of time and effort and which recognizes the vested rights of the Fallschase DRI/PUD.

(b) clarify the development approval process for the Upland Property, including County acknowledgement of the density and intensity of the vested development rights applicable to the Fallschase DRI/PUD.

(c) set forth requirements and commitments for the Upland Property in the Fallschase DRI/PUD with regard to compliance with the development standards of the Comprehensive Plan and the Land Development Code.

(d) Acknowledge the County's support for substantial portion of the Southern Property being transferred to public ownership.

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

2. Authority for Agreement. The Florida Constitution and Florida Statutes authorize Florida Counties to perform any acts not inconsistent with law and to exercise all powers not specifically prohibited by law to carry on county government. In addition, the Florida Local

Government Development Agreement Act, Sections 163.3220-163.3243, Fla. Stat. (1993), (the "Act"), authorizes local governments to enter into development agreements with private developers to encourage a stronger commitment to comprehensive and capital facilities planning, to insure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic costs of development and to provide certainty in approval of development and assurances that development may proceed in accordance with the conditions of such development agreements.

3. Applicability. This Agreement shall apply to all development activities undertaken by Applicant and its grantees, assigns and lessees on any part of the Property described in Exhibit "A" hereto during the term of this Agreement. This Agreement does not apply to properties located within the Fallschase DRI/PUD that are not included within the legal description attached hereto as Exhibit A. This Agreement will not change or impair any property rights of Excluded Properties, including, but not limited to, zoning, consistency, concurrency, density, or intensity. Excluded Properties subsequently owned by Applicant and its successors, shall be subject to this Agreement without the necessity of an amendment thereto.

4. Comprehensive Plan. The County hereby finds that because the Fallschase DRI/PUD was approved as a DRI prior to the adoption of the Tallahassee-Leon County 2010 Comprehensive Plan, it is vested from consistency and concurrency, and for density, and intensity relative to the provisions of the 2010 Comprehensive Plan and applicable land development regulations. The County hereby finds and confirms that the density, intensity, uses, and all other terms and conditions of development as set forth in this Agreement are consistent with the Leon County Comprehensive Plan and the County's Land Development Regulations to

the extent that such Plan and Regulations are applicable. All development approved pursuant to this Agreement shall be conclusively deemed to be lawfully conforming development, irregardless of any later amendments to the Leon County Comprehensive Plan or Land Development Regulations.

5. Vested Rights. Nothing in this Agreement shall operate or cause the County to determine that the changes to the Fallschase DRI/PUD contemplated herein and as subsequently authorized in an amendment to the PUD constitute a change to the previously approved Fallschase DRI/PUD or a substantial deviation as defined in Section 380.061(19), Florida Statutes. The vested rights status of the Fallschase DRI/PUD is not altered, expanded, reduced or otherwise affected by this Agreement.

6. Southern Property.

(a) The Applicant intends to annex the Southern Property into the City of Tallahassee. The County has no objection to the annexation. The estimated acreage of the Southern Property to be annexed is approximately 220 acres, which will be refined by subsequent survey. A preliminary survey is attached as Exhibit "B."

(b) The Fallschase DRI/PUD intends to donate the Southern Property, excepting the property identified in Exhibit "B" as the Linear Park, at a bargain sale price to the City of Tallahassee.

(c) Applicant shall be allowed to develop and construct expansion of the existing sewer and water utilities (lift stations and sanitary sewer lines) including the construction of a building of no more than 400 square feet to house the electrical panel and

generator for the lift station on the Southern Property. No other structures, other than those provided herein, will be developed within the Southern Property, except as may subsequently be approved.

7. Master Conceptual Plan. The Applicant and County agree that 850,000 square feet of Commercial, 50,000 square feet of office, and 1514 residential units may be constructed on the Upland Property (757 single family and 757 multifamily/condominiums). The mix of the residential units may be modified per the Applicants discretion, consistent with the traffic study referred to herein, or a subsequent analysis of traffic impacts approved by the County. All other vested development rights in Fallschase DRI are preserved, as described in paragraph 5, above. The Master Conceptual Plan attached as Exhibit "C" is hereby incorporated herein as a guide to future development review of the Property. The development areas, including the location of storm water facilities and roadway improvements, shown on the Master Conceptual Plan are intended to serve as a guide to future development. The Master Conceptual Plan shall be superseded by adoption of a revised PUD concept plan for the property, however, and each development area may be relocated or altered as designated by the Applicant as specific requests for approvals of site plans are made, pursuant to the development approval process set out below. The Applicant will donate one (1) acre of property to the County for public use as a library or other County facility.

8. PUD Approval Process for Property: In recognition of the vested rights of the Fallschase DRI/PUD, the County shall review Final Development Plans pursuant to the regulations in effect at the time the development was originally approved (see Exhibit "D"). The



County accepts and approves the Master Concept Plan, as the intended development plan for the property. A refined Master Concept Plan will be submitted subject to the following Type B process as modified below and will constitute the amended Planned Unit Development application for the additional properties as well as describing the revisions to the original PUD approval for the development.

The approval of this refined Master Concept Plan is subject to the Applicant's right to make adjustments during Final Development Plan review as long as development of the Property is consistent with the general location of land uses, the intensity and density approved herein, the access to the surrounding road network as identified in Exhibit "E," and the landscape, open space and tree protection as set forth in Exhibit "G." Approval of an amendment to the PUD for the Fallschase DRI/PUD will be solely by the Board of County Commissioners in accordance with Type B Review of the Land Development Code and as modified below:

(a) Applicant shall submit an application for an amendment to the PUD to Leon County that includes the Maps and narrative as described in Exhibit "F."

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

(c) The applicant will resubmit a response to the County's response within five (5) working days of receipt of the comments. The applicant shall have the right to request a five (5) working day extension if desired.

(d) Leon County will schedule a meeting of the Development Review Committee to vote on a recommendation within ten (10) working days of the receipt of the applicants response.

(e) The applicant will meet with the Development Review Committee and the DRC will forward a recommendation of approval, approval with conditions, or denial to the Board of County Commissioners for their next regularly scheduled meeting.

(f) The Board of Commissioners shall review the PUD concept plan, the recommendation and written findings of the DRC, and conduct a public hearing. The Board of County Commissioners will then approve, approve with conditions, or deny the PUD concept plan. The decisions of the Board of County Commissioners shall be final and shall be supported by written findings.

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

9. Approval Process for Final Development Plan and Platting: In recognition of the vested rights of the Fallschase DRI/PUD, the County shall review Final Development Plans pursuant to the regulations in effect at the time the development was originally approved (see

Exhibit "D"). The following development review Type B process as modified shall be applicable to site plans for the Fallschase DRI/PUD:

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

(b) The applicant will resubmit a response to the County's comments within five (5) working days of receipt of the comments. The applicant shall have the right to request a five (5) working day extension if desired.

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

(d) The applicant will meet with the Development Review Committee and the DRC will forward a recommendation to approve, approve with conditions, or deny the final development order to the Board of County Commissioners for their next regularly scheduled meeting.

(e) The Board of Commissioners shall review the Final Development Plan (site plan or preliminary plat), the recommendation and written findings of the DRC, and conduct a public hearing. The Board of County Commissioners will then approve, approve with

conditions or deny the Final Development Plan. The decisions of the Board of County Commissioners shall be final and shall be supported by written findings.

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

- i. Narrative of Development: Narrative including the number of units or square feet of non-residential use within the phase submitted;
- ii. Preliminary Plat or Site Plan (Final Development Plan);
- iii. Check for Submittal Fees;
- iv. Completed Fallschase Final Development Submittal Checklist, attached hereto as Exhibit "F."

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

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

b. Appeals to the action of Leon County staff regarding the environmental permit shall be in compliance with Section 10-1489 of the Land Development Code.

c. Submittal Requirements:

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

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

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

iv. Stormwater analysis: Stormwater management design and supporting computations including:

a. Narrative description of treatment facility to be permitted

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

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

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

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

f. Stormwater treatment facility capacity accounting record.

11. Appeals. Appeals to action by the Board of County Commissioners will follow Section 10-1485 of the Leon County Land Development Code.

12. Development Standards. The parties agree that Applicant's development approval applications made in the future during the term of this Agreement shall comply with the development standards existing at the time of the original PUD approval. The development standards existing at the time of the original PUD are applicable to this development. In addition, the following standards are applicable as described herein. These development standards conform to the requirements for the comprehensive plan and the existing land development regulations to the extent that conformance does not impair the vested concurrency and consistency (as to intensity and density) of Fallschase. Such development standards may only be modified by agreement between the Applicant and the County as evidenced by Commission action.

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

(b) Stormwater Standards. The County agrees Applicant will be required to retain a maximum of the first 1 1/8" or equivalent treatment of Stormwater runoff from developed portions of the Property. Stormwater treatment may be provided in part, or whole, by underground Stormwater treatment chambers. Applicant shall be permitted to utilize the Southern Properties for rate attenuation, notwithstanding any other rate control standards.

(c) Commercial Parking Standards.

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

Minimum Parking Standards:

General Retail	1 space / 200 sf GFA* (inclusive of handicapped parking)
Restaurant	10 spaces /1,000 GFA
Theater	1 space / 5 seats
Office	1 space/300 sf GFA

\* - GFA = gross floor area

13. Commercial Development.

(a) The commercial uses approved in the original DRI documents and the PUD documents were for a minimum of 25.4 acres located at the convergence of US 90, Buck Lake Road, and Fallschase Boulevard, and additional areas of commercial development within the mixed use and neighborhood commercial areas.

(b) The parties agree that the Applicant's right to develop 850,000 square feet of commercial development in the designated area set forth in Exhibit "C" is not a change to the

previously approved Fallschase DRI/PUD and does not constitute a substantial deviation to the DRI, and that said change does not require the submission of a Notice of Proposed Change under section 380.06(19), Fla. Stat.

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

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

(b) The Applicant recognizes that the County previously determined that the approved Fallschase DRI/PUD is vested for 3,659 p.m. peak hour trips in the County's concurrency management system. The parties agree that the vested trips are referred to herein solely for the County's consideration of traffic impacts, and not in any way to amend, alter, expand, reduce, or otherwise affect the vested rights of the Fallschase DRI/PUD. The Applicant provided a transportation analysis to Leon County Public Works. The County agrees that the development authorized in paragraph 7, Master Conceptual Plan, does not create more than 3,659 p.m. peak hour trips. Therefore, the Applicant shall not be requested to provide or pay for any land or facilities for traffic mitigation, other than the donation of the right of way referenced in paragraph 14(a) and improvements to the Mahan Drive entrance to the development.



15. Turn Lanes and Median Cuts. In consideration of the concessions referred to above in paragraph 1 when Buck Lake Road is widened to four lanes, the County agrees to design and construct needed five (5) turn lanes and median cuts as set forth by previously approved County plans to accommodate all approved entrances to the Fallschase DRI/PUD as attached hereto as Exhibit "E." The County agrees to the placement of a median cut on BuckLake Road between Fallschase Boulevard and U.S. 90 at approximately mid point and another median cut located approximately 500 to 600 feet east of Fallschase Boulevard as shown on Exhibit "G". If the applicant desires the turn lanes and median cuts prior to the widening of Buck Lake Road, the applicant may build same subject to approval by County Public Works and receipt of any necessary permits. The County grants permission for the applicant to build same.

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

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

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

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

19. Height Requirements and Zero Lot Lines. The parties agree that in order to accommodate the density and intensity of development originally approved for the Southern Property, exclusively on the remaining portions of the Property, there shall be no height and setback requirements on commercial, residential or office development on the Property and all development shall be permitted to develop with zero lot lines and setbacks.

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

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

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

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

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

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

26. Effective Date. This Agreement shall become effective according to the provisions of section 163.3239, Fla. Stat. (2005), and section 10-1971E.(2) of the Leon County Code of Laws.

27. Term. This Agreement and the provisions hereof shall be in effect for a period of twenty (20) years from the effective date hereof, unless terminated sooner or extended in accordance with the provisions hereof.

28. Assignability and Conveyance of the Property. The Applicant shall have the right to assign the rights and obligations granted in this Development Agreement to any existing or subsequent owner of the Property. The Applicant shall, within 20 days of closing, notify the

County of any sale of any lands in the Property and any subsequent owners shall be included in any notices required by this Agreement or otherwise by law or ordinance

29. Termination. This Agreement may be terminated by mutual consent of the parties. This Agreement may also be terminated by the Applicant if an appeal or any other challenge is filed as to this Agreement, and at any time while an appeal or challenge is pending. Upon termination, all parties rights shall revert to those possessed prior to this Agreement

30. Amendments and Extensions. This Development Agreement may be extended or amended by mutual consent of the parties so long as the extensions and amendments meet the requirements of Section 163.3239, Florida Statutes.

31. Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Development Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Development Agreement, the parties hereby declare their intention to cooperate with each other and to coordinate the performance of their respective obligations in effecting the terms of this Development Agreement

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

For the County:

Parwez Alam

Leon County Administrator  
5th Floor, Leon County Courthouse  
301 South Monroe Street  
Tallahassee, Florida 32301

For the Applicant:

Ron Carlson, Executive Vice President  
AIG Baker

34. Public Hearings. This Development Agreement was approved by the Board of County Commissioners after two (2) public hearings, the first on October 11, 2005, and the second on the date of the next scheduled Board of County Commissioners meeting, at which time the agreement was approved.

35. Recording and filing; Binding on Subsequent Owners and Assigns, within fourteen (14) days after the City executes this Agreement with the Developer, the City shall cause this Agreement to be recorded in the Official Records of Leon County, Florida. A copy of the recorded Agreement shall be submitted to the State Department of Community Affairs within fourteen (14) days after the Agreement is recorded. A copy of the recorded Agreement shall also be provided to the Developer. This Agreement shall not be effective until it has been recorded in the Official Records of Leon County, Florida, and until thirty (30) days have elapsed after the Agreement has been received by the State Department of Community Affairs. The Agreement shall be binding upon and shall benefit and inure to the successors in interest of the parties to the Agreement.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement as of the dates set forth below.

SIGNED, SEALED AND DELIVERED  
In the presence of:

AIG Baker

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PARWEZ ALAM (check proper party)  
County Administrator, for Leon County

\_\_\_\_\_  
DATE

## List of Exhibits

- A. Legal Description of Property
- B. Survey of the Southland
- C. Linear Park Property
- D. Southland Maintenance Standards
- E. Master Conceptual Plan
- E. Development Approval Submittal Checklist
- F. Landscaping Standards
- G. Buck Lake Road Turn Lanes and Median Cuts
- H. Legal Description of Old Buck Lake Road
- I. Boundary Map of Old Buck Lake Road