

RESOLUTION NO. 2016- 335

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AMENDED AND RESTATED UTILITY SERVICE AND REFUND AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND WHITE'S FORD TIMBER, LLC, FOR THE PROVISION OF UTILITY SERVICE AND REFUND OF WATER, WASTEWATER, AND RECLAIMED WATER UNIT CONNECTION FEE REFUND AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, St. Johns County, Florida (County) currently has an ordinance to refund unit connection fees for transmission mains and for treatment plant improvements installed by Developers;

WHEREAS, the County will collect the unit connection fees applicable to the Amended and Restated Utility Service and Refund Agreement and pay the referenced Developer, on a basis set in the agreement;

WHEREAS, the Utility Service and Refund Agreement is valid for the buildout of the SilverLeaf Development of Regional Impact as defined in the County issued Development Order, Resolution 2015-241, as may be amended;

WHEREAS, with respect to the provision of refund of the water unit connection fees to the Developer, White's Ford Timber, LLC has complied with the terms, provisions, conditions, and requirements of the current Agreement for unit connection fee refund;

WHEREAS, the County has determined that accepting the terms of the Amended and Restated Utility Service and Refund Agreement, **which is attached hereto, and incorporated herein**, will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Amended and Restated Utility Service and Refund Agreement between St. Johns County, Florida, and White's Ford Timber LLC and authorizes the County Administrator to execute this Refund Agreement on behalf of St. Johns County.

Section 3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 1<sup>st</sup> day of November, 2016.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest:

*Pam Halterman*  
Deputy Clerk

By:

*[Signature]*  
Chair

RENDITION DATE 11/3/16



**AMENDED AND RESTATED**  
**UTILITY SERVICE AND REFUND AGREEMENT**

**BY AND BETWEEN**

**WHITE'S FORD TIMBER, LLC**

**AND**

**ST. JOHNS COUNTY, FLORIDA**

**ADOPTED** \_\_\_\_\_ **, 2016**

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- Exhibit A - SilverLeaf Property
- Exhibit B - Master Development Plan, Map H,
- Exhibit C - SilverLeaf Capacity and Phasing Schedule
- Exhibit D - Refundable Improvements
- Exhibit E - Form of Easement
- Exhibit F - Plant Site
- Exhibit G - Special Warranty Deed
- Exhibit H - Example Under Section 7.06

**AMENDED AND RESTATED**  
**UTILITY SERVICE AND REFUND AGREEMENT**

**THIS AMENDED AND RESTATED UTILITY SERVICE AND REFUND AGREEMENT** (this "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **WHITE'S FORD TIMBER, LLC**, ("White's Ford" or "the Owner) a Florida limited liability company and **ST. JOHNS COUNTY, FLORIDA** a political subdivision of the State of Florida ("the County"). This Agreement amends and restates the **UTILITY SERVICE AND REFUND AGREEMENT** originally entered into by and among **WHITE'S FORD TIMBER AND INVESTMENT COMPANY, LTD.**, a Florida limited partnership, **SJP, L.L.C.**, a Florida limited liability company, **J&N VENTURES, L.L.C.**, a Florida limited liability company, and **VCP-REAL ESTATE INVESTORS, LTD.**, and the **COUNTY** on October 17, 2006 (the "Original Agreement").

**RECITALS:**

In consideration of the mutual undertakings and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner and County hereby covenant and agree as follows:

A. The Owner is the owner of certain real property in St. Johns County, Florida that is subject to a Development of Regional Impact Development Order (Resolution 2006-65) approved by St. Johns County on March 20, 2006 (the "DRI/DO"), as amended by Resolution 2006-338 and by Resolution 2015-241. The Owner is the successor by merger to White's Ford Timber and Investment Company, Ltd. and SJP, L.L.C. and has acquired all of the property within the DRI formerly owned by VCP-Real Estate Investors, Ltd., and J & N Ventures, L.L.C.

B. A portion of the property that is subject to the DRI/DO is zoned PUD pursuant to Ordinance No. 2006-117 and is included within an application for a major modification and rezoning to PUD (MAJMOD 2016-04) as described on the attached Exhibit "A" (the "SilverLeaf Property").

C. The Owner intends to sell the SilverLeaf Property to one or more Developers (as defined below) to develop a mixed use project on the SilverLeaf Property as described on the Master Development Plan, Map H, attached as Exhibit "B" (the "SilverLeaf Development Plan"). All of the development parcels shown on the SilverLeaf Development Plan, except Parcels 1 – 3 and Parcel 18, are within the St. Johns County water and sewer service area. Parcels 1 – 3 and Parcel 18 are within the JEA water and sewer service area. The portion of the SilverLeaf Property within the St. Johns County water and sewer service area will require water, wastewater, and reuse water service as described and defined in this Agreement.

D. The potable water and wastewater capacity, and reuse water capacity necessary to serve the SilverLeaf Property is outlined in the SilverLeaf Capacity and Phasing Schedule attached as Exhibit "C."

E. The Owner and the County desire to extend the County's potable water system, wastewater system, and reuse water system ("County System") to serve the SilverLeaf Property and to provide capacity in the county's potable water and wastewater treatment plants and in County's reuse water facilities.

F. The County is willing to expand the County System Improvements and to provide adequate potable water and reuse water supply and wastewater collection, treatment, and disposal service to the SilverLeaf Property and its future occupants subject to all of the terms and conditions of this Agreement.



## ARTICLE I: DEFINITIONS

1.01 Definitions. The parties agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings:

1.01.01 “Agreement” means this Utility Service and Refund Agreement as it may be amended from time to time.

1.01.02 “Appraised Value” means the fair market value of the property acquired by the County under Section 5.02 as determined by MAI appraisal.

1.01.03 “Board” means the Board of County Commissioners of St. Johns County, Florida.

1.01.04 “CDD” means any Community Development District having jurisdiction over a portion or all of the SilverLeaf Property.

1.01.05 “County” means St. Johns County, a political subdivision of the State of Florida.

1.01.06 “County System” means all potable water, wastewater, and reuse water facilities and interests in real and personal property owned, operated, managed, or controlled by County now or in the future used to provide potable water, wastewater, and reuse water service to existing and future customers. The County System includes the County System Improvements and the Developer Improvements after acceptance by the County.

1.01.07 “County System Improvements” means the potable water, wastewater, and reuse water treatment facilities to be designed, permitted and constructed at the expense of the County to provide potable water, wastewater, and reuse water service to the SilverLeaf Property.

1.01.08 “County Treatment Plant Costs” means the actual and verified cost of labor, materials, professional engineering and design, and construction management and contract administration services associated with the design, permitting and construction of a 3.0 mgd wastewater treatment plant to be constructed on the Plant Site.

1.01.09 “Developer” means the Owner and any successor to the Owner undertaking development of all or any portion of the SilverLeaf DRI.

1.01.010 “Developer’s Cost or Costs” means the actual and verified cost of construction plus eight percent (8%) to cover the cost of professional engineering and design services, construction management and contract administration services associated with the design, permitting, construction, installation, and transfer of the Developer’s Refundable Improvements.

1.01.011 “Developer’s Engineer” means the Florida licensed, registered professional engineer selected by the Developer or a CDD responsible for the design and construction of Developer Improvements.

1.01.012 “Developer Improvements” means the combination of the Developer Refundable Improvements and the Developer Nonrefundable Improvements.

1.01.013 “Developer Nonrefundable Improvements” means the portion of the potable water, wastewater, and reuse water improvements to be constructed by the Developer or a CDD that are not part of the Developer Refundable Improvements, as defined below.

1.01.014 “Developer Refundable Improvements” means that portion of the potable water, wastewater, and reuse water improvements to be constructed by the Developer or a CDD identified as “Refundable Improvements” on the attached Exhibit “D.”

1.01.015 "Development Order" means St. Johns County Board of County Commissioners Resolution 2015-241 as amended from time to time ("DRI/DO").

1.01.016 "Development Parcel" means a part of the SilverLeaf Property which is being or which is to be developed as platted property or as an unplatted parcel with a separate site plan and specific metes and bounds legal description.

1.01.017 "DRI" means the SilverLeaf Development of Regional Impact.

1.01.018 "FDEP" means the Florida Department of Environmental Protection, an agency of the State of Florida, or any successor agency.

1.01.019 "FDOT" means the Florida Department of Transportation.

1.01.020 "GPD" means gallons per day on an annual average basis and "MGD" means million gallons per day on an annual average basis.

1.01.021 Intentionally Deleted

1.01.022 "Lot or Tract" means each separate subdivided building site.

1.01.023 "Manual" means the Water and Wastewater Designed Standards and Specifications Manual adopted by the Board in Resolution No. 92-189, as amended from time to time.

1.01.024 "Plans and Specifications" means the documents and drawings prepared by the Developer's Engineer and approved by the County for the design and construction of certain potable water, wastewater, and reuse water facilities.

1.01.025 "Plant Site" means the site of the County wastewater treatment plant as depicted on the attached Exhibit F.

1.01.026 "Potable Water and Wastewater Capacity" and "Reuse Water Capacity" means the readiness and ability of County to furnish potable water, wastewater and

reuse water service at pressure (at pressure ranges required under the St. Johns County Land Development Code or as otherwise established by County for the applicable use) to each Lot or Tract in accordance with applicable governmental requirements and regulations. Capacity relating to potable water, wastewater and reuse water is typically expressed as a rate of water flow measured in GPD.

1.01.027 “Potable Water and Wastewater Unit Connection Fees” and “Reuse Water Unit Connection Fees” means the charges made by the County for each new customer installation to the County System, which are designed to defray the cost of the County potable water and wastewater facilities and reuse water facilities which are consistent with the County’s Utility Ordinance, as amended.

1.01.028 “Potable Water and Wastewater Facilities and Reuse Water Facilities” means all facilities, including, but not limited to, water plants, wells, pumps, treatment, production, transmission and distribution force mains, meters and other appurtenant facilities for the provision of piped potable water onto the SilverLeaf Property and wastewater plants, lift stations, treatment, disposal, transmission force mains, pumps and other appurtenant facilities to collect, transmit, treat, and dispose of wastewater from the SilverLeaf Property and reuse water treatment, storage and pumping, production, transmission and distribution force mains, meters and other appurtenant facilities for the provision of piped reuse water onto the SilverLeaf Property.

1.01.029 “Reclaimed Water” or “Reuse water” means wastewater that has been stored and treated in accordance with the treatment and water quality requirements for reclaimed water for public access and residential irrigation reuse as established in Chapter 62-610, Florida Administrative Code as amended from time to time, which will be provided by

County at pressure to all customers within the SilverLeaf Property. In the event there is not an adequate supply of treated wastewater to meet the demand for Reuse Water, the Reuse Water lines shall be charged with financially feasible supplemental sources approved by the SJRWMD, FDEP, and any other applicable state or federal agency.

1.01.030 “Schedule of Values” means a schedule certified by the Developer’s Engineer showing the allocation of the contract price as to the Developer Refundable Improvements among the various portions of the work for the Developer Refundable Improvements.

1.01.031 “SilverLeaf Buildout Date” means the projected buildout date for development within the SilverLeaf DRI as set forth in General Condition 3 of the SilverLeaf DRI/DO, as amended from time to time.

1.01.032 “SilverLeaf Capacity and Phasing Schedule” or “Capacity and Phasing Schedule” shall be the projected time schedule for construction of potable water, wastewater, and reuse water capacity as shown on Exhibit “C.”

1.01.033 “SilverLeaf DRI” means the SilverLeaf Development of Regional Impact, as approved by St. Johns County Board of County Commissioners Resolution 2015-241, as amended from time to time.

1.01.034 “SilverLeaf Development Plan” means the proposed improvements to be constructed on the SilverLeaf Property as described on the attached Exhibit “B” within the proposed time schedule set forth in the SilverLeaf Capacity and Phasing Schedule.

1.01.035 “SilverLeaf Property” means the real property described on the attached Exhibit “A” together with any property added to the SilverLeaf DRI in the future by notice of proposed change.

1.01.036 “SilverLeaf PUD” means the SilverLeaf Planned Unit Development approved by the St. Johns County Board of County Commissioners under Ordinance No. 2006-117 as amended from time to time.

1.01.037 Intentionally Deleted.

1.01.038 “SJRWMD” means the St. Johns River Water Management District.

1.01.039 “Utility Ordinance” means St. Johns County Ordinance No. 2013-13, as amended, and the Manual, or their successors in function, together with all resolutions, regulations and policies under which the County and its Utilities Department performs plan review, inspections, testing, and acceptance of dedications and conveyances of utility easements and facilities installed by land developers to serve new development.

1.01.040 Intentionally Deleted.

1.01.041 “White’s Ford” means White’s Ford Timber, LLC.

## **ARTICLE II** **INTERPRETATION TOOLS**

### **2.01 Construction and Interpretation.**

2.01.01 Words that indicate a singular number shall include the plural in each case and vice versa, and words that import a person shall include firms and corporations.

2.01.02 Words that reference only one gender shall include all genders.

2.01.03 This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties.

2.02 Incorporation. The findings, recitals and acknowledgments are true, correct, and are incorporated in this Agreement.

2.03 Section Headings. Any headings preceding the texts of the several Articles, Sections, Exhibits, or Appendices in this Agreement and any table of contents or marginal notes shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning.

### **ARTICLE III** **REPRESENTATIONS**

3.01 Representations of White's Ford. White's Ford makes the following representations.

(A) White's Ford is a limited liability company duly organized, validly existing in and good standing in the State of Florida, authorized to do business in the State, and the Manager executing this Agreement has all requisite power and authority to enter into and fully perform this Agreement as the Manager of the limited liability company.

(B) All necessary action on the part of White's Ford relating to the authorization of White's Ford's execution and delivery of this Agreement and performance of its duties and obligations contained herein have been duly taken, and assuming the due authorization, execution and delivery by the County and other parties to this Agreement, this Agreement will be valid and enforceable against White's Ford, in accordance with its terms, except for the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with the general principles of equity.

(C) There is no action, suit, investigation, or proceeding pending or, to White's Ford's knowledge and belief, threatened against or affecting White's Ford, at law or in equity or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality, wherein any decision, ruling or finding would adversely affect the transactions contemplated hereby or which in any way would adversely affect the validity of this Agreement or any other agreement or instrument to which White's Ford is a party which is used or contemplated for use in consummation of the transactions contemplated hereby.

(D) To the best of White's Ford's knowledge, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated, nor compliance with the terms and provisions of such instruments will violate the provisions of any applicable law or any applicable order or regulation of any governmental authority having jurisdiction over White's Ford and will not conflict with or result in any material breach of any terms, conditions or provision of any agreement or instrument to which White's Ford is now a party.

3.01.01 Representations of SJP. Intentionally Deleted.

3.01.02 Representations of J&N. Intentionally Deleted

3.02 Representations of County

3.02.01 Representations of the County. The County makes the following representations.

(A) The County is duly organized and validly existing county and political subdivision of the State of Florida.



(B) The County has full power and authority to enter into the transactions contemplated by this Agreement.

(C) To the best of its knowledge, the County is not in default under any provisions of the laws of the State of Florida material to the performance of its obligations under this Agreement. The Board has duly authorized the execution and delivery of this Agreement and assuming the due authorization, execution and delivery by other parties hereto, this Agreement constitutes a valid and legally binding obligation of the County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(D) To the best of the County's knowledge, the authorization, execution and delivery of this Agreement and the compliance by the County with the provisions hereof will not violate the provisions of any applicable law, conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order, or any provision of the Constitution, or the laws of the State of Florida relating to the County or its affairs, or any ordinance, resolution, agreement, lease, or other instrument to which the County is subject or by which it is bound.

(E) There is no action, suit, investigation, or proceeding pending or, to the County's knowledge and belief, threatened against or affecting the County, at law or in equity or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality, wherein any decision, ruling or finding would adversely affect the transactions contemplated hereby or which in any way would adversely affect the validity of

this Agreement or any other agreement or instrument to which the County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

**ARTICLE IV**  
**DESIGN, PERMITTING, AND CONSTRUCTION OF POTABLE WATER,**  
**WASTEWATER, AND REUSE WATER IMPROVEMENTS**

4.01 Developer's Design, Permitting and Construction. The Developer or CDD shall, at the expense of the Developer or CDD, design, permit and construct the Developer Improvements. The Developer Improvements shall be constructed in accordance with the plans and specifications reviewed and approved in accordance with the Manual. The Developer Improvements may be designed, permitted and constructed in increments to serve Development Parcels as they are permitted and developed. All Developer Improvements (refundable and non-refundable) shall be dedicated to the County through the standard development process for acceptance as defined in the Land Development Code, SJCUD Standards Manual, and SJCUD Construction Process Guidelines Documents as modified from time to time.

4.02 County's Design, Permitting and Construction. The County shall, at its expense, design, permit and construct and expand (including acquisition of all sites necessary to locate such improvements) the County System Improvements so as to supply all Potable water and Wastewater Capacity and Reuse water Capacity to the Developer and the SilverLeaf Property consistent with the requirements of this Agreement, including, but not limited to, providing Potable water, Wastewater, and Reuse water service in accordance with the timing set forth in the SilverLeaf Capacity and Phasing Schedule as modified from time to time.

4.03 Developer's Costs. Prior to awarding a contract for construction of any portion of Developer's Refundable Improvements, the Developer or CDD shall provide the County a copy of the contract proposal for its review to determine whether the contract price is reasonable under

the circumstances. The County shall review the contract proposal within ten (10) business days from its receipt of the contract proposal. If the County does not deliver to the Developer or CDD a written objection to the contract proposal within the ten (10) business day period, the County shall be deemed to have approved the contract proposal and the Developer or CDD may proceed to award the contract. At the time of completion and certification by the Developer's Engineer of any portion of Developer's Refundable Improvements, the Developer or CDD shall provide to the County a Summary of the Developer's Costs for the portion, together with supporting documents. The County shall complete its review of the summary and supporting documents for the portion within thirty (30) calendar days from its receipt of said documents. Costs for potable water improvements, wastewater improvements and reuse improvements shall be stated separately. If the County does not deliver to the Developer or CDD a written objection to the summary within the thirty (30) calendar day period, then the County shall be deemed to have approved the amount shown on the summary and such amount shall be deemed to be the Developer's Cost for the portion.

**ARTICLE V**  
**GRANT OF EASEMENTS AND PLANT SITE**

5.01 Grant of Easements. The Developer shall seek to locate the Developer Improvements, to the extent reasonably practicable, within public road rights-of-way. In the event that a portion of the Developer Improvements located within the SilverLeaf Property is not located within a public road right-of-way, the Developer shall grant to the County a non-exclusive, perpetual easement in the form attached as Exhibit "E" (or other form agreed to by Developer and the Utility Department) over the land where the Developer Improvements lie on the SilverLeaf Property. All easements granted to the County by the Developer shall be non-exclusive and shall reserve to the Developer all uses of the surface and subsurface areas that do not unreasonably interfere with the County's installations.

5.02 Plant Site. Pursuant to the terms of the Original Agreement, the Owner's predecessor conveyed Parcel 53, as shown on the SilverLeaf Development Plan, to the County as the Plant Site for construction of a regional wastewater treatment plant. The Owner is entitled to reimbursement under the provisions of Section 7 below for the lesser of Five Million and No/100 Dollars (\$5,000,000.00) or the Appraised Value of the Plant Site and for the cost of the survey, title insurance, taxes, recording costs, and any other closing costs related to the conveyance of the Plant Site. The total reimbursement sum the County agreed to for the Plant Site, survey, and other closing costs at the closing of the conveyance was \$5,058,262.00. Taking into account reimbursement paid by the County as of May 1, 2016, the remaining balance owed to the Owner for the Plant Site and closing costs by the County is \$4,365,226.24.

5.03 Option for Expansion of Plant Site. Intentionally Deleted

5.04 Design and Permitting of Regional Wastewater Treatment Plant. The County designed, permitted, and constructed the regional wastewater treatment plant on the Plant Site.

The County shall continue in good faith to operate the facility and when necessary expand the regional wastewater treatment plant on the Plant Site to enable the County to timely meet its obligations to provide wastewater collection treatment and disposal service and reuse water to meet the requirements of the SilverLeaf DRI.

**ARTICLE VI**  
**PROVISION OF POTABLE WATER, WASTEWATER CAPACITY AND REUSE**  
**WATER CAPACITY**

6.01. SilverLeaf Service Requirements. In consideration of the Developer's compliance with the terms and conditions of this Agreement, the County shall provide potable water, wastewater collection and treatment, and reuse water service to the SilverLeaf Property when and as needed for the SilverLeaf Development. The County shall expand its potable water and wastewater treatment facilities when and as necessary to meet requirements of the SilverLeaf Property through build out. The County shall undertake the design and subsequent construction necessary to expand its potable water and wastewater treatment facilities substantially in conformance with the provisions of Rule 62-600.405, Florida Administrative Code, or its successor in function.

6.02. Service to Customers. County shall provide potable water, wastewater and reuse water service to customers in the SilverLeaf Property, in accordance with the terms and conditions of this Agreement provided (i) the Developer has completed and conveyed to the County the appropriate portion of the Developer Improvements required to serve such customers, (ii) the Developer has completed the customer connection to the County System, and (iii) the customer has paid all potable water, and wastewater and reuse water unit connection fees and applicable fees, charges, and other costs for the customer installation.

6.03. Permitting. Notwithstanding anything to the contrary contained in this Agreement, the parties recognize that they may be required to obtain approvals from various environmental regulatory authorities having jurisdiction and regulatory power over the construction, maintenance and operation of the potable water and wastewater facilities and reuse water facilities. Each party will diligently make the necessary and proper applications to all such authorities and will use its best efforts to obtain such approvals for improvements which are to be permitted by such party. Each party will act in good faith to keep the other informed of any changes in permitting requirements or other similar obstacles that might affect the timing of the Development or delivery of infrastructure.

6.04. Reuse. County agrees that it will provide water for irrigation for the SilverLeaf Property that meets all quality standards for public access with the intent to supply quantities required by the SilverLeaf Capacity and Phasing Schedule. The parties anticipate that approximately twenty percent (20%) of the irrigation needs of SilverLeaf will be met by water from stormwater detention ponds used to irrigate common areas. If allowed by the SJRWMD, the County shall provide reuse water to supplement stormwater detention ponds used to irrigate common areas at a bulk rate if a bulk rate is included in its reuse water rate system. In order to most efficiently utilize this resource, the Developer agrees to implement smart irrigation technology for all residential irrigation, as mutually agreed between the parties. County shall make adequate alternative arrangement for disposal of treated wastewater during periods of wet weather and during periods of minimal irrigation in the manner consistent with law and in accordance with the County's environmental permits and the Developer shall not be obligated to provide for disposal of wastewater beyond its irrigation needs. The Developer and County agree

to cooperate in good faith to facilitate projects with in the development that will augment reuse supply as opportunities arise.

**ARTICLE VII**  
**REFUND PROVISIONS**

7.01 Intent. It is the intent of the parties for the Developer or CDD to be fully reimbursed for the cost of the Developer's Refundable Improvements and for the Owner to be fully reimbursed the Appraised Value of the Plant Site and closing costs as set forth in Section 5.02 of this Agreement from the County's collections of unit connection fees during the refund periods described in Section 7.08.

7.02 Cost of Developer's Refundable Improvements. The costs for the Developer's Refundable Improvements shall be as determined in Section 4.03 and shall be aggregate of the Developer's Costs for all portions of the Developer's Refundable Improvements.

7.03 Area Subject to Refund-Developer's Refundable Improvements. The area in which unit connection fees will be used to reimburse the Developer or CDD for the cost of the Developer's Refundable Improvements ("Area One") shall be as follows:

- (A) The SilverLeaf Property; and
- (B) Any properties connecting directly to the Developer's Refundable Facilities

that either:

1. Permanently use potable water or reuse water transmission capacity within the Developer's Refundable Improvements; or
2. Permanently use wastewater transmission capacity within the Developer's Refundable Improvements.

(C) The Developer's Refundable Improvements as depicted on Exhibit D are intended to provide sufficient capacity to serve the SilverLeaf DRI. Prior to construction of such

improvements by the Developer, the County may require larger line sizes or other improvements not shown on Exhibit D to increase the capacity of portions of the Developer's Refundable Improvements to serve other developments connecting to transmission line extensions that are located outside of the SilverLeaf DRI but that will connect to such portions of the Developer's Refundable Improvements. In such cases, the County shall cause the cost of the increased capacity to be paid for through monthly progress payments based on percentage completion, as construction of the applicable portions of the Developer's Refundable Improvements are being constructed. Thereafter, unit connection fees collected from properties outside of the SilverLeaf DRI that connect to the transmission line extensions that connect to the portions of the Developer's Refundable Improvements that were increased in capacity at the County's expense shall not be deemed to be unit connection fees collected from Area One, notwithstanding the provisions of Section 7.03(B) above.

7.04 Area Subject to Refund-Plant Site. The area in which unit connection fees will be used to reimburse the Owner for the Appraised Value of the Plant Site ("Area Two") shall be as follows:

- (A) The SilverLeaf Property; and
- (B) Any property connecting to the County System that will immediately, or in the future, deliver wastewater to the Plant Site or receive reuse water from the Plant Site.
- (C) Any new service connections within existing service areas which have wastewater water flows transferred to the Plant Site in the future for the sole purpose of providing adequate reclaimed water supply to SilverLeaf.



7.05 Collections by County

7.05.01 Area One. The County Utility Department shall collect the Potable Water and Wastewater Unit Connection Fees, Reuse Water Unit Connection Fees, and any other similar charges in accordance with its then existing Utility Ordinance for each connection in Area One and shall identify and track one-third of each Potable Water and Wastewater Unit Connection Fee and the transmission component of each Reuse Water Connection Fee as the source for reimbursement of the Developer's Refundable Improvements (the "SilverLeaf Transmission Component Account"). The SilverLeaf Transmission Component Account shall include separate line items for potable water, wastewater, and reuse unit connection fees.

7.05.02 Area Two. Commencing immediately upon the date of the conveyance of the Plant Site to the County, the County Utility Department shall collect the Wastewater Unit Connection Fees, Reuse Water Unit Connection Fees and any other similar charges in accordance with its then existing Utility Ordinance for each connection in Area Two and shall identify and track twenty percent (20%) of two-thirds of each Wastewater Unit Connection Fee and twenty percent (20%) of the treatment component of each Reuse Water Connection Fee as the source for reimbursement of the Plant Site (the "SilverLeaf Treatment Component Account"). Existing established service areas from which flows are transferred to the Plant Site for the sole purpose of meeting reclaimed water supply demand requirements of SilverLeaf in the future shall apply unit connection fees collected after the transfer of flow to the reimbursement of the Plant Site. Unit connection fees collected in these areas prior to the flow transfer shall not retroactively apply towards the reimbursement of the Plant Site.

7.06 Reimbursement for Developer Refundable Improvements. Provided there is a sufficient balance within the appropriate line item of the SilverLeaf Transmission Component Account, the County shall reimburse the Developer for each portion of the Developer Refundable Improvements within forty five (45) days of acceptance by the County of such portion of the Developer Refundable Improvements. The transmission component of Potable Water Unit Connection Fees shall be used for reimbursement of potable water lines only. The transmission component of Wastewater Unit Connection Fees shall be used for reimbursement of wastewater lines only. The transmission component of Reuse Water Unit Connection Fees shall be used for reimbursement of reuse lines only. In the event that the balance within the appropriate line item of the SilverLeaf Transmission Component Account is insufficient to fully reimburse the Developer for any portion of the Developer Refundable Improvements at the time of acceptance by the County of such portion of the Developer Refundable Improvements, then County shall pay to the Developer within forty five (45) days of acceptance of a portion of the Developer Refundable Improvements the balance of the appropriate line item of the SilverLeaf Transmission Component Account and shall document the amount remaining to be reimbursed to the Developer with respect to the portion of the Developer Refundable Improvements accepted by the County. Thereafter, the County shall make quarterly payments to the Developer from the appropriate line item of the SilverLeaf Transmission Component Account in an amount equal to the lesser of the then current balance of the appropriate line item of the SilverLeaf Transmission Component Account or the amount owed to the Developer with regard to portions of the Developer Refundable Improvements previously accepted by the County. The quarterly payments from the SilverLeaf Transmission Component Account shall continue until all accepted portions of the Developers Refundable Improvements have been fully reimbursed to the

Developer or until the end of the Transmission Component Refund Period as set forth in Section 7.08 below. An example of the operation of this section is set forth on Exhibit H.

7.07 Reimbursement for Plant Site. After conveyance of the Plant Site to the County, the County made and shall continue to make quarterly payments to the Owner from the SilverLeaf Treatment Component Account until the Owner has been fully reimbursed for the value of the Plant Site (as set forth in Section 5.02) or until the end of the Plant Site Refund Period set forth in Section 7.08 below. Each quarterly payment shall equal the lesser of the balance within the SilverLeaf Treatment Component Account or the outstanding amount due to the Owner with regard to the Plant Site.

7.08 Refund Periods. Notwithstanding the provisions of Section 25E of the Utility Ordinance, the refund period for the Developer's Refundable Improvements (the "Transmission Component Refund Period") and the refund period for reimbursement of the value of the Plant Site (the "Plant Site Refund Period") shall not expire until the earlier of the date on which the Developer has been fully reimbursed or the SilverLeaf Buildout Date. The Developer acknowledges that the Developer may not be fully reimbursed for the Developer's Refundable Improvements notwithstanding the extended refund periods.

7.09 County Accounting. Within twenty (20) days of the end of each quarter, the County Utility Department shall provide the Owner and the Developer or CDD a quarterly summary and reconciliation of the following:

1. The number of connections within Area One and within Area Two and the total amount of unit connection fees paid for such connections within Area One and within Area Two;

2. The total amount credited to each line item of the SilverLeaf Transmission Component Account and the total amount credited to the SilverLeaf Treatment Component Account;
3. The amounts of payments to the Developer or CDD from each line item of the SilverLeaf Transmission Component Account and from the SilverLeaf Treatment Component Account; and
4. The beginning and ending balance of each line item of the SilverLeaf Transmission Component Account and the SilverLeaf Treatment Component Account for the quarter.

County shall timely provide supporting documentation to the Developer upon the Developer's request.

7.10 Termination of Reimbursements for Developer's Refundable Improvements.

After County has fully reimbursed the Developer or CDD for the Developer's Costs for all of the Developer's Refundable Improvements, County shall cease paying the Developer or CDD from the SilverLeaf Transmission Component Account and the County Utility Department shall provide a final accounting to the Developer or CDD. In the event that the Transmission Component Refund Period expires prior to full reimbursement for the Developer's cost of the Developer's Refundable Improvements, then the County shall pay the remaining balance within each applicable line item of the SilverLeaf Transmission Component Account to the Developer within ten (10) days of such expiration and shall provide a final accounting to the Developer or CDD. The Developer or CDD shall have sixty (60) days after receipt of the final accounting by the Developer or CDD to review such accounting and notify County whether the final accounting is approved. If the Developer or CDD does not notify the County that it disagrees with the final

accounting within the sixty (60) day period then, the final accounting shall be deemed approved. If the final accounting is not approved, the parties shall cooperate in good faith to reconcile the accounts. If the final accounting is not approved, the parties shall cooperate in good faith to reconcile the account.

7.11 Termination of Reimbursements for Plant Site. After the County has fully reimbursed the Owner for the value of the Plant Site, the County shall cease paying the Owner from the SilverLeaf Treatment Component Account and County shall provide a final accounting to the Owner. The Owner shall have sixty (60) days after receipt by the Owner of the final accounting to review such accounting and notify the County whether the final account is approved. If the Owner does not notify the County that it disagrees with the final accounting within the sixty (60) day period then, the final accounting shall be deemed approved. If the final accounting is not approved, the parties shall cooperate in good faith to reconcile the account. If the Plant Site Refund Period expires prior to full reimbursement of the Owner for the value of the Plant Site, then the County shall transfer the remaining balance of the SilverLeaf Treatment Component Account to the Owner within ten (10) days of such expiration and the County shall have no further obligation for reimbursement of the value of the Plant Site.

**ARTICLE VIII**  
**RATES, FEES AND CHARGE**

8.01 Rates, Fees, and Charges. All Potable water, Wastewater and Reuse water Service shall be provided to the SilverLeaf Property at applicable rates, fees and charges in accordance with the Utility Ordinance, as amended from time to time. County may establish, amend, revise and enforce, from time to time in the future, its rates, fees and charges provided that such rates, fees and charges and deposits are uniformly applied to customers in its entire service area and are non-discriminatory as applied to the same or similar classifications of

service. This Section 8.01 shall not prevent County from charging different rates within the service area of acquired utility systems during a transition period.

**ARTICLE IX**  
**GENERAL PROVISIONS/MISCELLANEOUS**

9.01 Notice. Any notices required or allowed to be delivered under this Agreement shall be in writing and shall be deemed to be delivered when (i) hand delivered to the official designated below, or (ii) upon receipt of such notice when deposited in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, addressed to a party at the address set forth under the parties name below or at such other address as the party shall have specified by written notice to the other party delivered in accordance with this Agreement:

To County:	St. Johns County Administration 4020 Lewis Speedway, 2 <sup>nd</sup> Floor St. Augustine, Florida 32085 Attention: County Administrator
With Copy to:	St. Johns County Utilities Dept. P.O. Drawer 3006 St. Augustine, Florida 32085 Attn: Utility Director
With a copy to:	St. Johns County Attorney 4020 Lewis Speedway, 1 <sup>st</sup> Floor St. Augustine, Florida 32085 Attn: County Attorney
To the Developer:	White's Ford's Timber, LLC 111 Nature Walk Parkway, Suite 102 St. Augustine, Florida 32092 Attn: John G. Metcalf
With a Copy to:	Kathryn Whittington, Esq. Whittington Law, PLLC 24 Cathedral Place, Suite 400 St. Augustine, Florida 32084

Any party providing written notice to one person of this Section shall also copy and provide such notice to all other persons identified in this section.

The parties may, by notice in writing given to the others, designate any future or different addresses to which the subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or by facsimile transmission or email (with receipt confirmed) 5 days after the date mailed.

9.02 Binding Agreement on Successors. This Agreement shall be binding upon and shall inure to the benefit of the Owner, the Developer, the County and their successors and assigns subject to the limitation on assignment of reimbursement rights set forth in Section 9.03.

9.03 Partial Assignments of the Right to Reimbursement for Developer Refundable Improvements. The Developer may install the Developer Refundable Improvements or the Developer may arrange for portions or all of the Developer Refundable Improvements to be installed by a CDD. In the event that the Developer arranges for a portion or all of the Developer Refundable Improvements to be installed by a CDD, then the Developer shall notify the County and shall assign to the CDD the Developer's right to reimbursement to the portion of the Developer Refundable Improvements to be installed by the CDD. In no event shall the Developer be reimbursed for improvements installed by the CDD. In the event that the Developer sells a portion of the SilverLeaf Property to a third party developer responsible for installing portions of the Developer Refundable Improvements, the Developer may assign to such third party developer the Developer's right to reimbursement for such portion of the Developer Refundable Improvements. The County shall not be required to recognize an assignment of the right to reimbursement for the Developer Refundable Improvements until the following conditions have been met:

(A) The County has been notified of such assignment and there has been a construction meeting attended by representatives of the County Utility Department, the Developer, and the prospective assignee;

(B) The assignee has executed an assignment document under which assignee agrees to comply with the terms and conditions of this Agreement with respect to the property and the Developer Refundable Improvements of the assignee; and

(C) The Developer and assignee execute a written acknowledgement that the County shall not be required under any circumstance to make total payments for the Developer Refundable Improvements in excess of the lesser of the Developer's Costs or the amount of the SilverLeaf Transmission Component Account.

In the event of a partial assignment of the Developer's right to reimbursement for the Developer Refundable Improvements, the County's obligation to make reimbursement payments among the parties entitled to reimbursement shall be applied on a "first improvements accepted, first improvements reimbursed" basis – meaning that all payments from the SilverLeaf Transmission Component Account shall be made to the entity entitled to reimbursement for the first portion of the Developer's Refundable Improvements accepted by the County until such entity is fully reimbursed for such improvements. Thereafter, payments from the SilverLeaf Transmission Component Account shall be made to the entity entitled to reimbursement for the next segment of the Developer Refundable Improvements accepted by the County. The County shall not be obligated to prorate reimbursement payments among entities entitled to reimbursement payments under this Agreement.

9.04 Amendments and Waivers. This Agreement may only be amended by a written amendment executed by the Owner and the County.

9.05 Entire Agreement. This Agreement is the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions.



9.06 Time of Essence. Time is of the essence with respect to all provisions of this Agreement. Time periods specified in this Agreement shall expire at 5:00 p.m. on the date stated unless the parties agree in writing to a different date or time. Any time period which ends on Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. on the next business day.

9.07 Recordation. The parties agree that an executed copy of this Agreement and exhibits shall be recorded in the public records of St. Johns County, Florida.

9.08 Applicable Law and Venue. This Agreement and the provisions contained in this Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida. Litigation involving this Agreement shall take place in the state or federal courts located in St. Johns County, Florida.

9.09 Default and Remedies. In the event of a breach of this Agreement by one party, the other party shall have all rights and remedies available at law or in equity, including the right of specific performance or mandamus. Each of the parties to this Agreement shall give the other party written notice of any defaults under this Agreement and shall allow the defaulting party thirty (30) days from the date of its receipt of such notice within which to cure any such defaults. If the breaching party fails to cure the breach, the other party may proceed in law or in equity to enforce its rights.

9.10 Limitations on Liability.

9.10.1 Each party shall be an independent contractor, and neither shall be an agent of the other.

9.10.2 Nothing in this Section shall be interpreted as waiving or abrogating County's right of sovereign immunity pursuant to Section 768.28, Florida Statutes or any successor statute.

**ARTICLE X**

Intentionally Deleted

**IN WITNESS WHEREOF**, the Owner and the County have executed or caused this Agreement with the named exhibits attached, to be duly executed in counterparts, each of which shall be considered an original executed copy of this Agreement, the day and year set forth above.

WHITE FORD'S TIMBER, LLC., a Florida  
limited liability company

By: Hutson Management Inc., a Florida  
corporation, its Manager

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

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

Name: John G. Metcalf

Title: Vice President

ST. JOHNS COUNTY

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

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

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

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

**Exhibit A**

**[SilverLeaf PUD Property]**

**Silverleaf Boundary**

**Parcel 1**

A portion of Sections 25, 26, and 35, and all of Section 36, Township 5 South, Range 27 East, a portion of Sections 1 and 12, Township 6 South, Range 27 East, a portion of Sections 19, 20, 30, 31, 32, 33, and 34, and a portion of Section 41, the William Harvey Grant, Township 5 South, Range 28 East, together with a portion of Section 38, the Antonio Huertas Grant, all of Sections 4, 5, and 6 and all of fractional Sections 8 and 9, Township 6 South, Range 28 East, all lying in St. Johns County, Florida, being more particularly described as follows.

For a Point of Beginning, commence at the Southeast corner of said Section 35, thence South  $89^{\circ}05'41''$  West, along the Southerly line of said Section 35, a distance of 1520.55 feet; thence South  $00^{\circ}54'19''$  East, departing said Southerly line, 705.34 feet to a point lying on the Northwesterly line of those lands described and recorded in Official Records Book 778, page 1453 of the public records of said St. Johns County; thence South  $45^{\circ}19'14''$  West, along said Northwesterly line, 950.28 feet to a point lying on the Northeasterly right of way line of County Road No. 16A (Mill Creek Road), a 66 foot right of way as presently established; thence North  $44^{\circ}38'42''$  West, departing said Northwesterly line and along said Northeasterly right of way line, 559.06 feet to a point lying on the Easterly line of those land described and recorded in Official Records Book 2695, page 1460 of said public records; thence North  $05^{\circ}50'27''$  West, along said Easterly line, and along the Easterly line of those lands described and recorded in Official Records Book 684, page 289, of said public records, a distance of 962.41 feet to the Northerly most corner of said lands of Official Records Book 684, page 289, said point also lying on said Southerly line of Section 35; thence South  $89^{\circ}05'41''$  West, along said Southerly line, 1098.39 feet to a point lying on the Northerly right of way line of said County Road 16A, a variable width right of way as presently established at this point, said point also being a point on a curve; thence along said Northerly right of way line the following seven courses: Course 1, thence Westerly, departing said Southerly line, and along the arc of said curve concave Southerly, having a radius of 1178.92 feet, through a central angle of  $09^{\circ}00'38''$ , an arc length of 185.40 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $82^{\circ}10'28''$  West, 185.21 feet; Course 2, thence North  $03^{\circ}19'14''$  East, 17.00 feet to a point on a curve concave Southerly, having a radius of 1195.92 feet; Course 3, thence Westerly, along the arc of said curve, through a central angle of  $04^{\circ}10'25''$ , an arc length of 87.12 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $88^{\circ}45'59''$  West, 87.10 feet; Course 4, thence South  $89^{\circ}08'48''$  West, 304.44 feet; Course 5, thence North  $00^{\circ}51'12''$  West, 50.00 feet; Course 6, thence South  $89^{\circ}08'48''$  West, 7.07 feet to Reference Point "A"; Course 7, thence South  $89^{\circ}08'48''$  West, 50 feet, more or less, to the centerline of Trout Creek; thence Northerly, departing said Northerly right of way and along the meanderings of said centerline of Trout Creek, 6386 feet, more or less; thence Northeasterly, continuing along said meanderings of Trout Creek, 11854 feet, more or less, to a point lying on an Easterly line of South Hampton Unit One, as recorded

**Silverleaf Boundary**

in Map Book 38, pages 32 through 50 of the public records of said St. Johns County; thence North 00°01'38" East, departing said centerline of Trout Creek, and along said Easterly line, 10 feet, more or less, to a point on said Easterly line which bears North 45°52'04" East, 11606.99 feet from said Reference Point "A"; thence continue North 00°01'38" East, along said Easterly line, 659.07 feet to the Southwesterly corner of Johns Creek ~ Phase 2, as shown in Map Book 64, page 3 through 14 of said public records; thence along the Southerly and Easterly line of said Johns Creek ~ Phase 2 the following 35 courses: Course 1, thence South 60°21'48" East, departing said Easterly line, 107.85 feet; Course 2, thence South 32°26'54" East, 69.32 feet; Course 3, thence South 33°40'02" East, 57.50 feet; Course 4, thence South 34°40'21" East, 84.06 feet; Course 5, thence South 57°14'31" East, 88.48 feet; Course 6, thence South 43°07'46" East, 116.60 feet; Course 7, thence South 61°22'00" East, 66.61 feet; Course 8, thence South 65°12'07" East, 76.12 feet; Course 9, thence South 70°32'14" East, 95.84 feet; Course 10, thence South 81°00'16" East, 102.26 feet; Course 11, thence North 81°53'34" East, 150.37 feet; Course 12, thence North 87°38'13" East, 327.98 feet; Course 13, thence North 19°18'37" East, 8.28 feet; Course 14, thence North 47°44'44" East, 78.94 feet; Course 15, thence North 23°58'29" East, 104.74 feet; Course 16, thence North 04°01'20" East, 74.44 feet; Course 17, thence North 11°56'26" East, 24.43 feet; Course 18, thence South 52°08'08" East, 438.55 feet; Course 19, thence South 48°44'53" East, 198.64 feet; Course 20, thence South 50°59'31" East, 210.86 feet; Course 21, thence South 43°19'38" East, 177.42 feet; Course 22, thence South 59°39'57" East, 21.72 feet; Course 23, thence South 83°55'21" East, 53.77 feet; Course 24, thence North 18°00'55" East, 308.39 feet; Course 25, thence North 25°43'18" East, 197.06 feet; Course 26, thence North 02°55'19" East, 131.75 feet; Course 27, thence North 22°43'33" East, 85.45 feet; Course 28, thence North 26°33'40" East, 132.48 feet; Course 29, thence North 14°42'24" East, 129.20 feet; Course 30, thence North 20°35'44" East, 112.43 feet; Course 31, thence North 28°09'07" East, 97.09 feet; Course 32, thence North 20°22'35" East, 11.48 feet; Course 33, thence North 12°39'46" West, 385.37 feet to a point of curvature of a curve concave Easterly, having a radius of 3150.00 feet; Course 34, thence Northerly, along the arc of said curve, through a central angle of 09°55'44", an arc length of 545.86 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 07°41'54" West, 545.18 feet; Course 35, thence North 02°44'02" West, 17.49 feet to a point lying on the Southerly line of Johns Creek, as recorded in Map Book 48, pages 76 through 95 of said public records; thence South 89°22'46" East, departing said Easterly line, and along said Southerly line, 50.08 feet to the Southeast corner of said Johns Creek; thence North 02°44'02" West, along the Easterly line of said Johns Creek, 4152.38 feet to the Northeast corner of said Johns Creek, said point also lying on the Southerly line of those lands described and recorded in Official Records Book 2121, page 1723 of said public records; thence North 86°28'33" East, along said Southerly line, 50.00 feet to the Southeasterly corner of said Official Records Book 2121, page 1723; thence North 02°44'02" West, along the Easterly line of said Official Records Book 2121, page 1723, a distance of 833.89 feet to the Southerly terminus of County Road 2209, a 150 foot right of way as presently established; thence North 87°15'58" East, departing said Easterly line, and along said Southerly terminus of County Road 2209, a distance of 150.00 feet to a point lying on the Easterly right of way line of said County Road 2209; thence North 02°44'02" West, departing said Southerly terminus and along said Easterly right of way line, 1143.26 feet to a point lying on the Southerly right of way line of County Road No. 210, a variable width right of way as presently established; thence North 89°39'19" East, departing said Easterly

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**Silverleaf Boundary**

right of way line, and along said Southerly right of way line, 110.10 feet to a point lying on the Easterly line of a 110 foot Florida Power and Light Easement, as described and recorded in Official Records Book 66, page 140 of said public records; thence South 02°44'02" East, departing said Southerly right of way line, and along said Easterly line of said easement, 4150.58 feet to the Southwesterly corner of Stonehurst Plantation Unit Two-C, as recorded in Map Book 51, pages 9 through 61 of said public records; thence North 89°59'58" East, departing said Easterly line, along the Southerly line of said Stonehurst Plantation Unit Two-C, and along the Southerly line of Stonehurst Plantation Unit One-D, as recorded in Map Book 44, pages 72 through 77 of said public records, and along the southerly line of Stonehurst Plantation Unit Two-A, as recorded in Map Book 49, pages 15 through 20 of said public records, a distance of 2261.38 feet to the Southeast corner of said Stonehurst Plantation Unit Two-A; thence North 20°43'08" East, along the Easterly line of said Stonehurst Plantation Unit Two-A, 1429.20 feet to the Southwesterly corner of Southlake Unit Two-A, as recorded in Map Book 37, pages 68 through 79 of said public records; thence North 89°41'25" East, along the Southerly line of said Southlake Unit Two-A, and along the Southerly line of Southlake Unit Two-B, as recorded in Map Book 39, pages 9 through 14 of said public records, a distance of 2663.77 feet to the Southeast corner of said Southlake Unit Two-B, said corner also being a point on the Westerly line of St. Johns Golf and Country Club Unit One, as recorded in Map Book 40, pages 39 through 71 of said public records; thence South 00°00'28" West, along said Westerly line, 749.81 feet to an angle point in said Westerly line; thence South 72°16'20" West, continuing along said Westerly line, and along the Northerly line of St. Johns Golf and Country Club Unit Four, Phase Four, as recorded in Map Book 52, pages 8 through 13 of said public records, a distance of 2624.51 feet to the Northwest corner of said St. Johns Golf and Country Club Unit Four, Phase Four; thence South 00°00'07" East, continuing along said Northerly line of said St. Johns Golf and County Club Unit Four, Phase Four, a distance of 599.98 feet to a point lying on the Northerly line of those lands described and recorded in Official Records Book 1732, page 1133 of said public records; thence along the Northerly, Westerly, and Southerly lines of said lands of Official Records Book 1732, page 1133 the following 4 courses: Course 1, thence North 89°59'09" West, 750.07 feet; Course 2, thence South 00°01'15" West, 600.03 feet; Course 3, thence South 61°54'38" East, 832.17 feet; Course 4, thence South 89°58'32" East, 788.03 feet to a point lying on the Westerly line of those lands described and recorded in Official Records Book 1789, page 255 of said public records; thence along said Westerly line the following 3 courses: Course 1, thence South 26°21'28" West, departing said Southerly line of Official Records Book 1732, page 1133, a distance of 1911.13 feet to a point of curvature of a curve concave Southeasterly, having a radius of 5790.00 feet; Course 2, thence Southwesterly, along the arc of said curve, through a central angle of 08°14'24", an arc length of 832.69 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 22°14'16" West, 831.97 feet; Course 3, thence South 18°07'04" West, 3034.20 feet to a point lying on the Easterly line of those lands described and recorded in Official Records Book 2745, page 1495 of said public records, said point also being a point on a curve concave Northeasterly, having a radius of 8850.00 feet; thence Southeasterly, departing said Westerly line, along said Easterly line, and along the arc of said curve, through a central angle of 04°19'46", an arc length of 668.75 feet to a point on said curve, said point also lying on the Southerly line of those lands described and recorded in Official Records Book 1036, page 125 of said public records, said arc being subtended by a chord bearing and distance of South 32°44'41" East, 668.59 feet; thence

**Silverleaf Boundary**

along the Southerly line of said Official Records Book 1036, page 125 the following 32 courses: Course 1, thence North 79°41'02" East, 304.12 feet; Course 2, thence South 68°11'39" East, 188.50 feet; Course 3, thence North 44°13'50" East, 272.30 feet; Course 4, thence North 58°23'50" East, 234.81 feet; Course 5, thence North 88°15'04" East, 560.23 feet; Course 6, thence South 64°35'26" East, 559.11 feet; Course 7, thence North 73°34'01" East, 318.20 feet; Course 8, thence South 79°17'44" East, 269.61 feet; Course 9, thence North 80°05'02" East, 319.67 feet; Course 10, thence South 75°02'59" East, 388.28 feet; Course 11, thence North 62°10'56" East, 406.99 feet; Course 12, thence South 70°21'03" East, 252.68 feet; Course 13, thence South 47°55'28" East, 375.90 feet; Course 14, thence North 35°47'23" East, 526.13 feet; Course 15, thence North 63°17'57" East, 307.73 feet; Course 16, thence North 85°38'09" East, 484.40 feet; Course 17, thence South 65°36'48" East, 501.69 feet; Course 18, thence South 58°23'20" East, 234.78 feet; Course 19, thence South 64°13'57" East, 183.40 feet; Course 20, thence South 53°15'12" East, 243.01 feet; Course 21, thence South 16°05'43" East, 234.07 feet; Course 22, thence South 51°18'13" East, 96.14 feet; Course 23, thence North 78°43'32" East, 178.36 feet; Course 24, thence South 89°58'29" East, 219.98 feet; Course 25, thence South 56°48'18" East, 310.64 feet; Course 26, thence South 36°36'14" East, 242.98 feet; Course 27, thence South 24°50'17" East, 225.95 feet; Course 28, thence South 00°01'42" West, 234.98 feet; Course 29, thence South 28°07'27" East, 158.80 feet; Course 30, thence South 43°23'37" East, 179.99 feet; Course 31, thence South 21°38'26" East, 158.68 feet; Course 32, thence South 37°03'53" East, 95.80 feet to a point lying on the Westerly line of said Section 33; thence North 01°01'37" West, departing said Southerly line, and along said Westerly line, 2881.74 feet to the Northwesterly corner of said Section 33; thence North 88°53'39" East, along the Northerly line of said Section 33, a distance of 3135.84 feet to a point lying on the Southwesterly right of way line of Interstate Highway No. 95, a 300 foot right of way as presently established at this point; thence South 27°29'14" East, departing said Northerly line of said Section 33, and along said Southwesterly right of way line, 5823.02 feet to a point lying on the Northerly line of Section 3, said Township 6 South, Range 28 East; thence South 88°57'55" West, departing said Southwesterly right of way line, and along said Northerly line, 137.39 feet to the Northwest corner of said Section 3; thence South 00°59'20" East, along the Westerly line of said Section 3, a distance of 5238.52 feet to the Northwest corner of fractional Section 10, said Township 6 South, Range 28 East; thence South 00°56'08" East, along the Westerly line of said Section 10, a distance of 861.21 feet to a point lying on the Westerly line of Section 43, the Zepheniah Kingsley Grant, said Township 6 South, Range 28 East; thence South 15°32'56" West, along the Westerly line of said Section 43, and along the Westerly line of Section 44, the Huertas or Kingsley Grant, said Township 6 South, Range 28 East, a distance of 7962.93 feet to the Northeastly corner of Subsection 6, of the division of the Antonio Huertas Grant, Section 38 as recorded in Deed Book Q, page 495; thence North 72°44'25" West, departing said Westerly line and along the Northerly line of said Subsection 6, a distance of 1703.37 feet; thence South 06°27'25" West, departing said Southerly line, 366.35 feet to the point of curvature of a curve concave Northeastly, having a radius of 2453.50 feet; thence Southeastly, along the arc of said curve, through a central angle of 52°38'31", an arc length of 2254.22 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 19°51'51" East, 2175.76 feet; thence North 17°31'29" East, 18.86 feet; thence South 53°12'06" East, 412.86 feet; thence North 36°48'14" East, 74.99 feet; thence South 53°12'06" East, 2223.27 feet to a point lying on the Northwesterly right of way line of International Golf Parkway, a variable width right of

**Silverleaf Boundary**

way as presently established; thence South 50°37'10" West, along said Northwesterly right of way line, 423.07 feet; thence North 01°18'32" East, departing said Northwesterly right of way line, 32.45 feet to a point on a curve concave Southwesterly, having a radius of 11334.98 feet; thence Northwesterly, along the arc of said curve, through a central angle of 05°50'11", an arc length of 1154.61 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 51°12'50" West, 1154.11 feet; thence North 54°07'55" West, 1013.12 feet to the point of curvature of a curve concave Northeasterly, having a radius of 2703.50 feet; thence Northwesterly, along the arc of said curve, through a central angle of 11°19'31", an arc length of 534.38 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 48°28'10" West, 533.51 feet; thence South 65°18'30" West, 368.32 feet; thence North 33°34'37" West, 320.43 feet; thence North 55°21'33" East, 329.42 feet to a point on a curve concave Northeasterly, having a radius of 2703.50 feet; thence Northerly, along the arc of said curve, through a central angle of 41°05'51", an arc length of 1939.19 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 14°05'31" West, 1897.88 feet; thence North 06°27'25" East, 143.96 feet to a point on a non-tangent curve concave Easterly, having a radius of 3600.00 feet; thence Northerly, along the arc of said curve, through a central angle of 04°25'02", an arc length of 277.54 feet to a point on said curve, said point also lying on said Northerly line of Subsection 6, said arc being subtended by a chord bearing and distance of North 01°03'23" East, 276.28 feet; thence North 72°44'25" West, along said Northerly line, 2879.93 feet to the Northwest corner of said Subsection 6; thence South 18°40'32" West, along the Westerly line of said Subsection 6, a distance of 3786.87 feet to a point lying on the Northeasterly right of way line of State Road No. 16, a variable width right of way as presently established; thence along said Northeasterly right of way line the following three courses: Course 1, thence North 55°53'35" West, departing said Westerly line of Subsection 6, a distance of 1433.43 feet; Course 2, thence South 18°12'39" West, 31.19 feet; Course 3, thence North 55°53'35" West, 2162.06 feet; thence North 09°32'34" East, departing said Northeasterly right of way line, 3451.29 feet; thence North 03°59'26" West, 3212.47 feet to a point lying on the Easterly line of Section 7, Township 6 South, Range 28 East; thence North 19°49'07" East, along said Easterly line, 160.57 feet; thence North 01°04'14" West, continuing along said Easterly line, 1779.45 feet to the Northeast corner of said Section 7; thence South 86°53'51" West, along the Northerly line of said Section 7, a distance of 5596.11 feet to the Southeast corner of said Section 1; thence North 02°32'56" West, along the Easterly line of said Section 1, a distance of 3440.49 feet; thence South 29°23'09" West, departing said Easterly line, and along the Westerly line of Bartram Downs, as recorded in Map Book 46, pages 40 through 52 of said public records, a distance of 5039.79 feet to a point lying on the Northerly line of an unrecorded subdivision lying in the Northwest quarter of said Section 12; thence North 44°42'26" West, along said Northerly line, 943.93 feet to the Northwesterly corner of Tract Two of said unrecorded subdivision, said point also being the Northwesterly corner of those lands described and recorded in Official Records Book 2175, page 1965 of said public records; thence South 45°25'15" West, departing said Northerly line, and along the Westerly line of said lands of Official Records Book 2175, page 1965, a distance of 290.47 feet to a point lying on said Northeasterly right of way line of County Road No. 16A, a 66.00 foot right of way as presently established at this point; thence North 44°42'26" West, along said Northerly right of way line, 1024.97 feet to the Southeasterly corner of those lands described in Official Records Book 2886, page 433 of said public records; thence North



**Silverleaf Boundary**

03°01'04" West, departing said Northerly right of way line, and along the Easterly line of said lands of Official Records Book 2886, page 433, a distance of 2248.34 feet; thence North 24°38'25" West, continuing along said Easterly line, 3048.41 feet to the Point of Beginning.

Less and except any submerged sovereign lands of the State of Florida within Trout Creek.

**Together with:**

**Parcel 2**

A portion of Section 38, the Antonio Huertas Grant, together with Section 44, the Huertas or Kingsley Grant, all lying in Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of Section 9, said Township 6 South, Range 28 East, thence South 00°56'08" East, along the Easterly line of said Section 9, a distance of 861.21 feet to a point lying on the Westerly line of Section 43, the Zepheniah Kingsley Grant, said Township 6 South, Range 28 East; thence South 15°32'56" West, along the Westerly line of said Section 43, and along the Westerly line of Section 44, the Huertas or Kingsley Grant, said Township 6 South, Range 28 East, a distance of 7962.93 feet to the Northeasterly corner of Subsection 6, of the division of the Antonio Huertas Grant, Section 36 as recorded in Deed Book Q, page 495; thence North 72°44'25" West, departing said Westerly line and along the Northerly line of said Subsection 6, a distance of 1984.67 feet to a point on a non-tangent curve concave Easterly, having a radius of 3600.00 feet; thence Southerly, departing said Northerly line of said Subsection 6, and along the arc of said curve, through a central angle of 04°23'54", an arc length of 276.35 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 01°03'23" West, 276.28 feet; thence South 06°27'25" West, 143.96 feet to the point of curvature of a curve concave Northeasterly, having a radius of 2703.50 feet; thence Southeasterly, along the arc of said curve, through a central angle of 60°35'20", an arc length of 2858.88 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 23°50'15" East, 2727.53 feet; thence South 54°07'55" East, 168.95 feet; thence South 35°52'05" West, 249.79 feet to the Point of Beginning.

From said Point of Beginning, thence South 48°16'10" East, 270.65 feet; thence South 35°18'51" West, 196.57 feet; thence South 40°54'24" West, 387.80 feet; thence North 49°05'36" West, 461.36 feet; thence North 40°54'24" East, 385.54 feet; thence North 81°16'54" East, 264.87 feet to the Point of Beginning.

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**Silverleaf Boundary**

**Less and Except the following parcel:**

**Parcel 53**

A portion of Section 38, the Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Southeast corner of Subsection 3 of said Section 38, thence North  $72^{\circ}44'25''$  West, along the Southerly line of said Subsection 3, a distance of 1728.97 feet; thence North  $06^{\circ}25'34''$  East, departing said Southerly line, 732.00 feet; thence North  $65^{\circ}58'20''$  East, 866.95 feet; thence South  $45^{\circ}05'38''$  East, 1349.62 feet to the Easterly line of said Subsection 3; thence South  $15^{\circ}32'56''$  West, along said Easterly line, 665.19 feet to the Point of Beginning.

The above described parcel being the same parcel described and recorded in Official Records Book 2874, page 1010 of the public records of said St. Johns County.

**Further Less and Except the following:**

Less and Except portions conveyed to the State of Florida Department of Transportation in Warranty Deeds recorded in Official Records Book 4140, Page 1054, Official Records Book 4140, Page 1063, and Official Records Book 4140, Page 1075.

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**Exhibit B**

**[SilverLeaf Development Plan, Map H]**



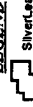
# SILVERLEAF

COMPREHENSIVE PLAN AMENDMENT

## PROPOSED MAP H MASTER DEVELOPMENT PLAN

July 1, 2015

### LEGEND



- MU - Mixed Use
- RLD - Residential Low Density
- RMD - Residential Medium Density
- RHD - Residential High Density
- SS - School Site
- CR - Community Recreation
- UTV - Utility
- Open Space/Wetlands
- Fire/ERIS
- Wetlands
- Wetlands Outcropping
- Neighborhood
- Appove, better timber near road

Note: The location, configuration, contours and use on development parcels, roads, levees, etc. are conceptual in nature and subject to further refinement upon submission of final development plans.

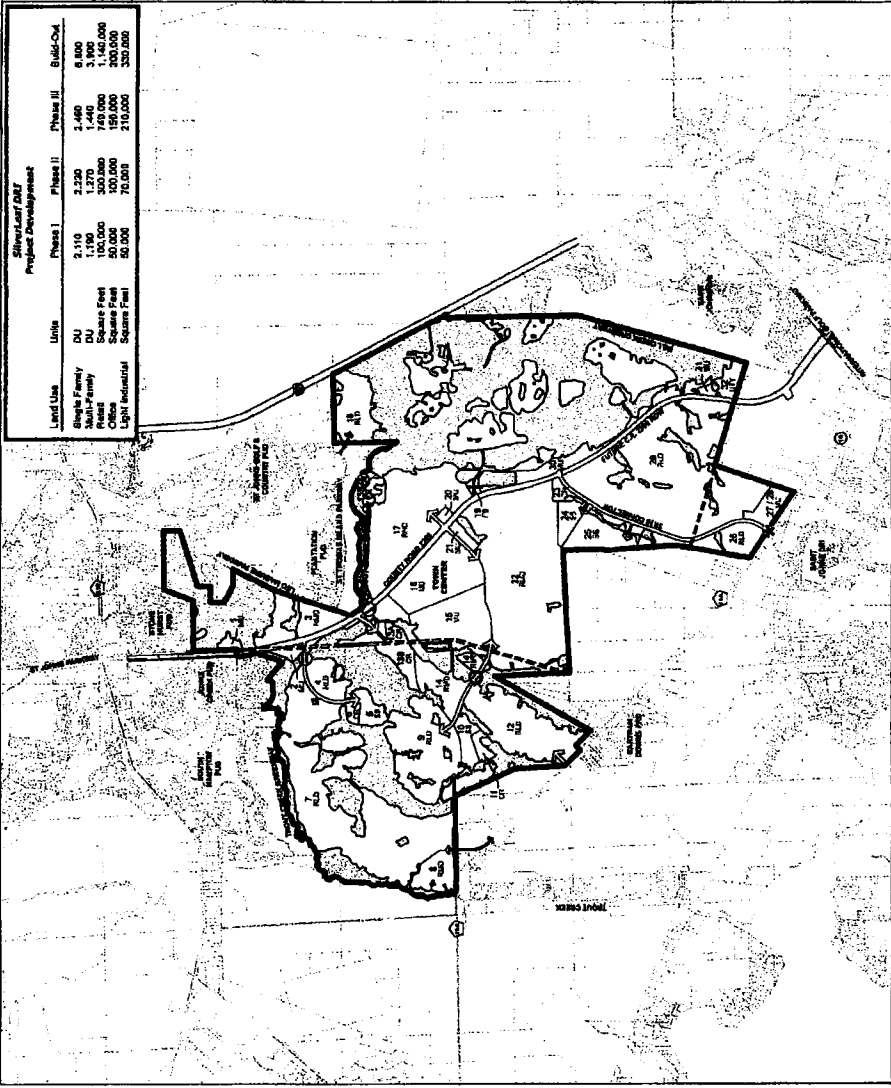
Note: The approximate location of the former timber stream used to the immediate north and south of the site is shown on this map. The Silverleaf Master Plan with potential stream restoration is shown on the subject of the map covering



### PROJECT TEAM

- Whites Ford Timber, LLC - Owners
- ETM Inc. - Engineers & Planners
- Whittington Law, PLLC - Legal Counsel
- Dewberry Advisory Services Inc. - Real Estate Consultant
- Emley-Horn & Associates - Transportation Consultant
- Center Environmental Services - Environmental Consultant
- LC2 Environmental Solutions - Archeological/Historic Consultant
- Robert M. Angell Associates, Inc. - Land Surveyors

Source: FTA, B. Johns County



Silverleaf DME				
Project Development				
Land Use	Units	Phase I	Phase II	Build-Out
Single Family	DU	2,110	2,320	2,480
Multi-Family	Square Feet	100,000	200,000	760,000
Office	Square Feet	50,000	100,000	150,000
Light Industrial	Square Feet	50,000	70,000	210,000
				300,000
				300,000

**EXHIBIT 'C'**  
**(Revised)**  
**SILVERLEAF CAPACITY AND PHASING SCHEDULE**  
**WATER, WASTEWATER AND REUSE DEMANDS**

PHASE	WATER		WASTEWATER		REUSE <sup>(1)</sup>	
	ADF* (MGD)	CUMULATIVE ADF* (MGD)	ADF* (MGD)	CUMULATIVE ADF* (MGD)	Total ADF* (MGD)	CUMULATIVE ADF* (MGD)
Phase 1	0.987	0.987	0.939	0.939	1.346	1.346
2005-2020						
Phase 2	1.092	2.079	1.041	1.980	1.448	2.794
2020 - 2025						
Phase 3	1.313	3.392	1.256	3.236	1.657	4.451
2025-2030						

\*ADF – Average Daily Flow

<sup>(1)</sup> Revised for 600 gpd/s.f. residential per Neal Shinkre.  
Deleted R/W, Parks, and School Site Demand (ADA)

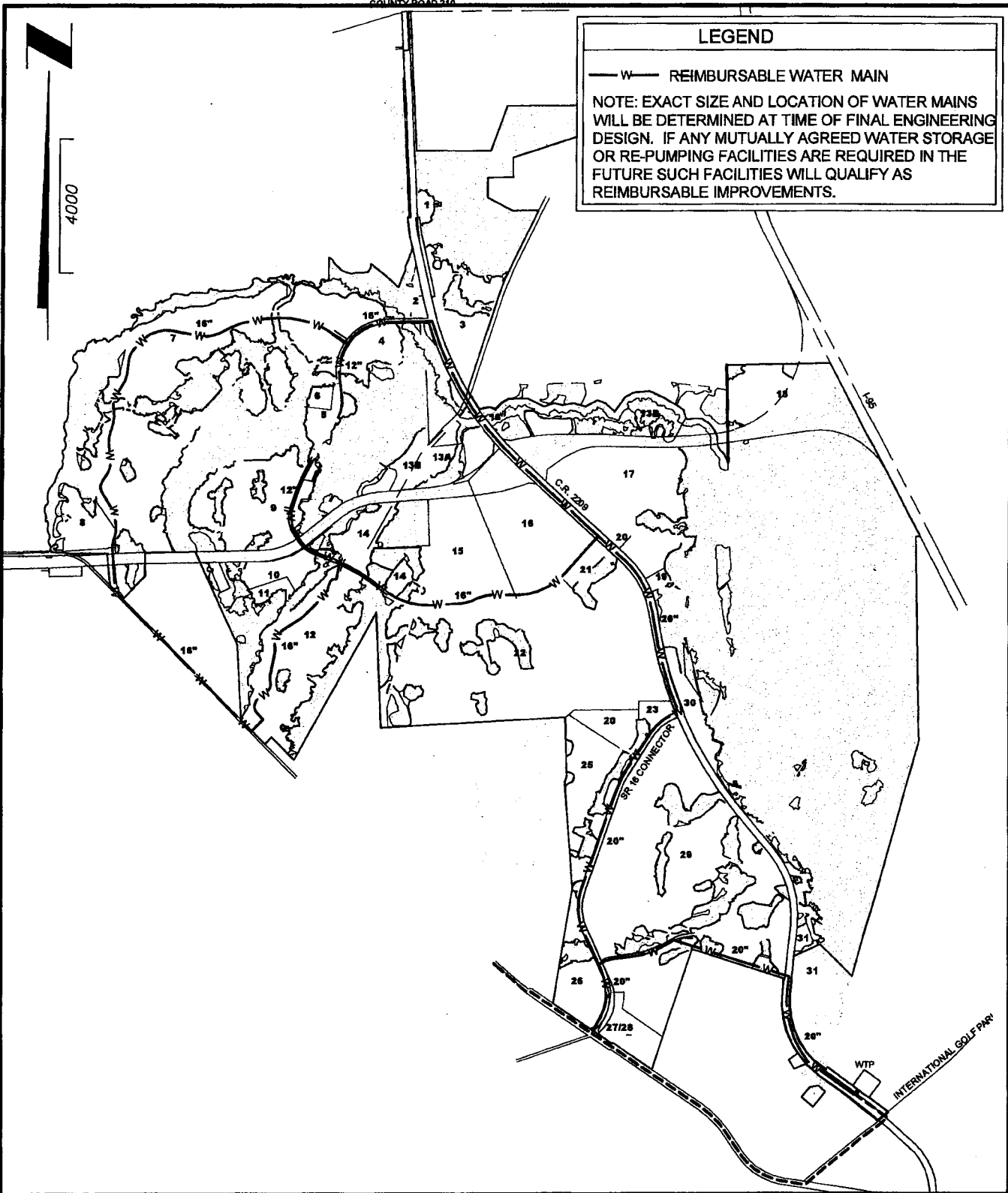
Note: In accordance with Condition 20(b) of the SilverLeaf D.O. stormwater shall serve as a source for a non-utility irrigation system serving the project irrigation demands in all common areas including road rights of way, park lands and general landscaped common areas.

It is estimated that stormwater will provide approximately 20% of the total project irrigation demands.

**Exhibit D**

**[Refundable Improvements]**

**SEE ATTACHED MAPS**



PLOTTED: September 30, 2016 - 1:03 PM, BY: Bill Wimrey  
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# ETM

VISION - EXPERIENCE - RESULTS  
 ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258  
 TEL: (904) 642-8990, FAX: (904) 646-9485  
 CA - 00002584 LC - 0000318

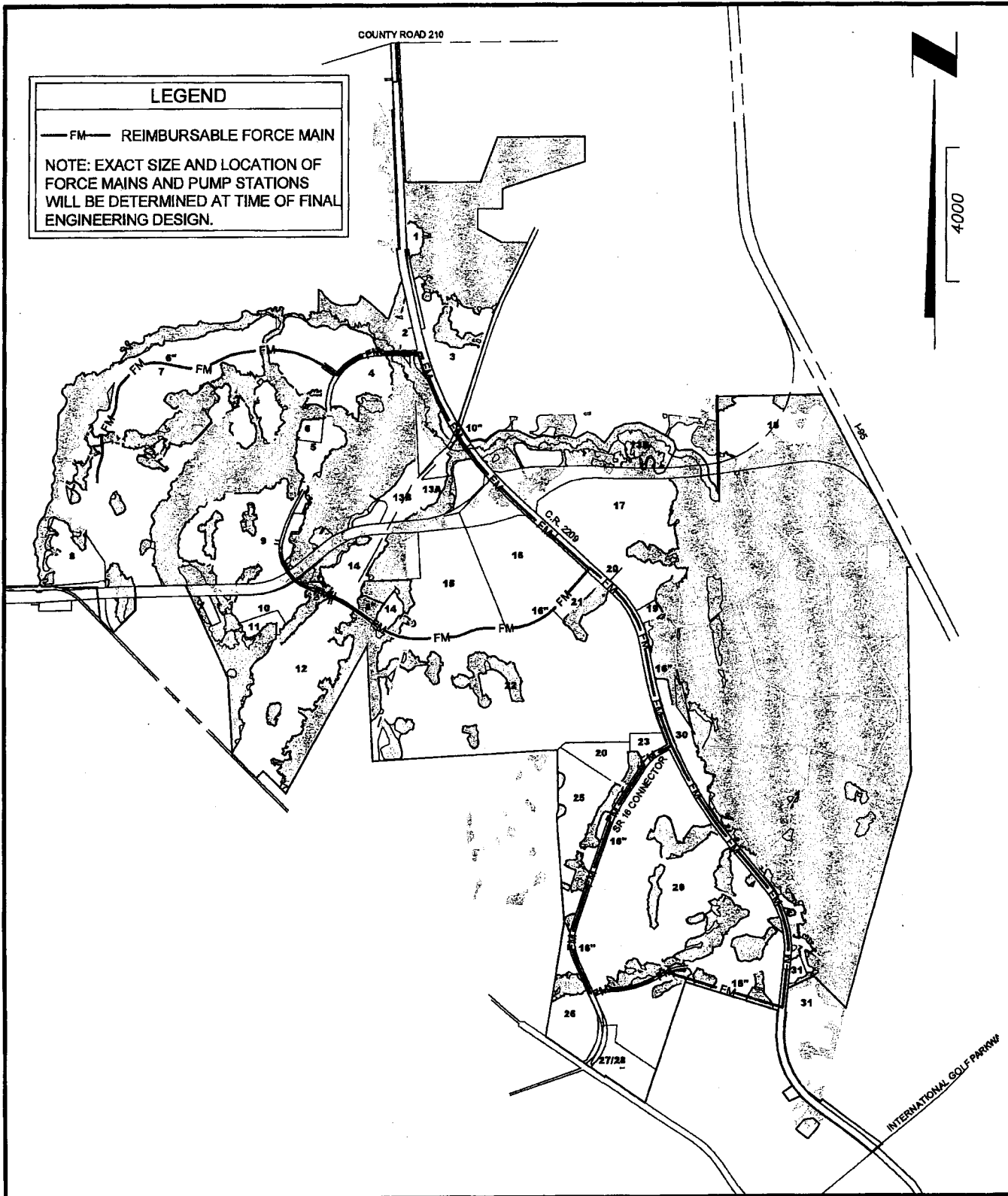
## EXHIBIT "D" PAGE 1 OF 3

**MASTER WATER PLAN  
 SILVERLEAF PLANTATION  
 ST. JOHN'S COUNTY UTILITY REIMBURSABLE IMPROVEMENTS**

**LEGEND**

— FM — REIMBURSABLE FORCE MAIN

NOTE: EXACT SIZE AND LOCATION OF FORCE MAINS AND PUMP STATIONS WILL BE DETERMINED AT TIME OF FINAL ENGINEERING DESIGN.



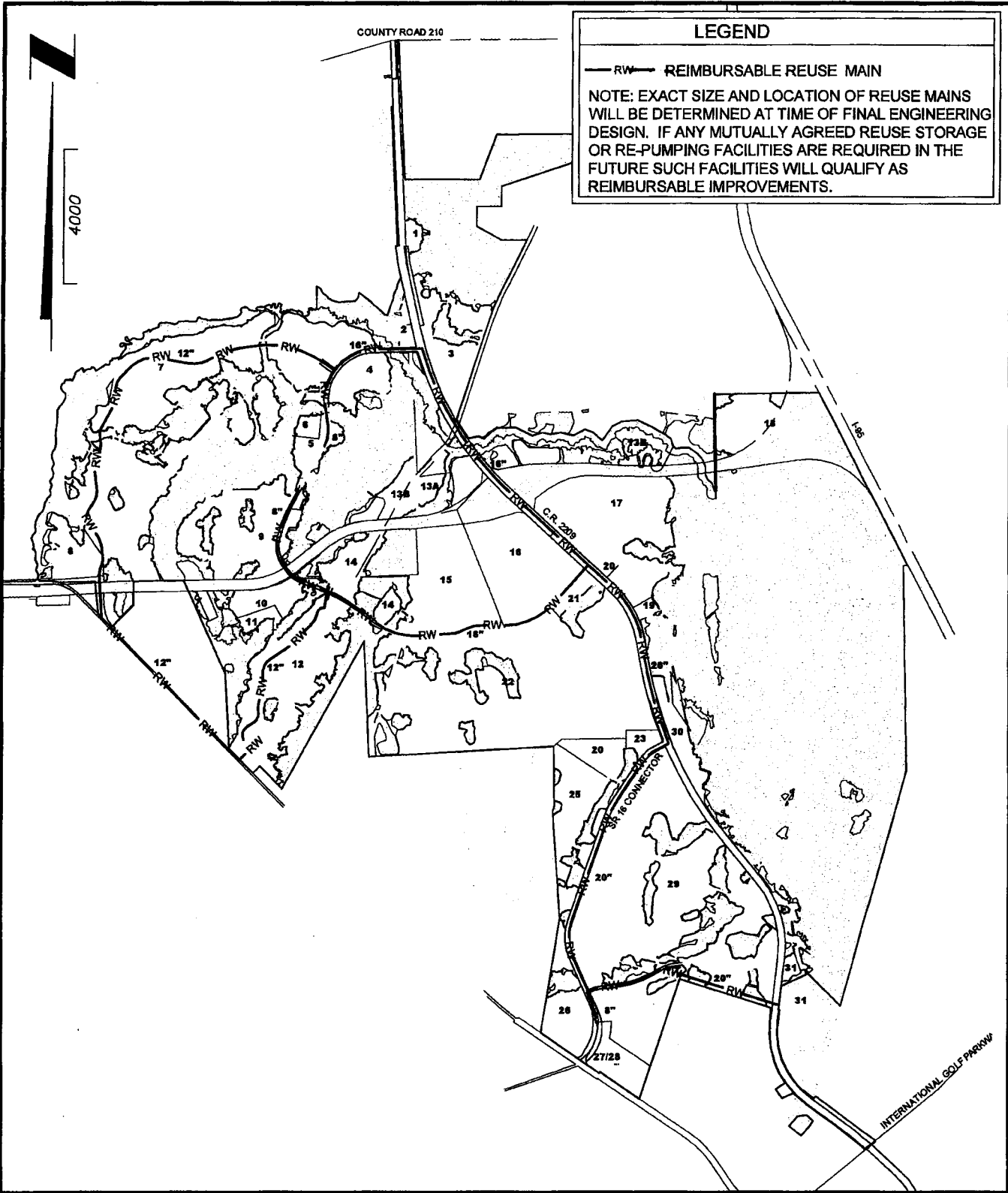
**ETM**

VISION - EXPERIENCE - RESULTS  
 ENGLAND - THIMS & MILLER, INC.  
 14775 Old St. Augustine Road, Jacksonville, FL 32258  
 TEL: (904) 642-8990, FAX: (904) 646-9485  
 CA - 00002584 LC - 0000316

**EXHIBIT "D" PAGE 2 OF 3**

**MASTER WASTE WATER PLAN  
 SILVERLEAF PLANTATION  
 ST. JOHNS COUNTY UTILITY REIMBURSABLE IMPROVEMENTS**





PLOTTED: September 30, 2016 - 1:05 PM, BY: Bill Wimfrey

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**ETM**  
 VISION - EXPERIENCE - RESULTS  
 ENGLAND - THIMS & MILLER, INC.  
 14775 Old St. Augustine Road, Jacksonville, FL 32258  
 TEL: (904) 642-8990, FAX: (904) 646-9485  
 CA - 00002584 LC - 0000316

**EXHIBIT "D" PAGE 3 OF 3**

**MASTER REUSE PLAN**  
**SILVERLEAF PLANTATION**  
**ST. JOHNS COUNTY UTILITY REIMBURSABLE IMPROVEMENTS**

**Exhibit E**

**[Form of Easement]**

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this \_\_\_\_\_ day of \_\_\_\_\_, 2006  
by \_\_\_\_\_, whose address is \_\_\_\_\_  
\_\_\_\_\_, hereinafter called "Grantor," to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is  
c/o Clerk of Courts, P. O. Drawer 349, St. Augustine, Florida 32085, hereinafter called  
"Grantee."

**WITNESSETH:**

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water and reuse water distribution system and sewer collection system, (including lift stations if applicable) and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water, reuse water, and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on \_\_\_\_\_ attached hereto containing an area of approximately \_\_\_\_\_ acres (the "Easement Area"); together with rights of ingress and egress on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water, reuse water, and sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record, if any.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water, reuse water, and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals. The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other similar surface improvements. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_ On Behalf Of

\_\_\_\_\_

STATE OF \_\_\_\_\_ }  
  }SS  
COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of the corporation/partnership.

\_\_\_\_\_  
(Print Name \_\_\_\_\_)

NOTARY PUBLIC

State of \_\_\_\_\_ at Large

Commission #

My Commission Expires:

Personally Known \_\_\_\_\_

or Produced I.D. \_\_\_\_\_

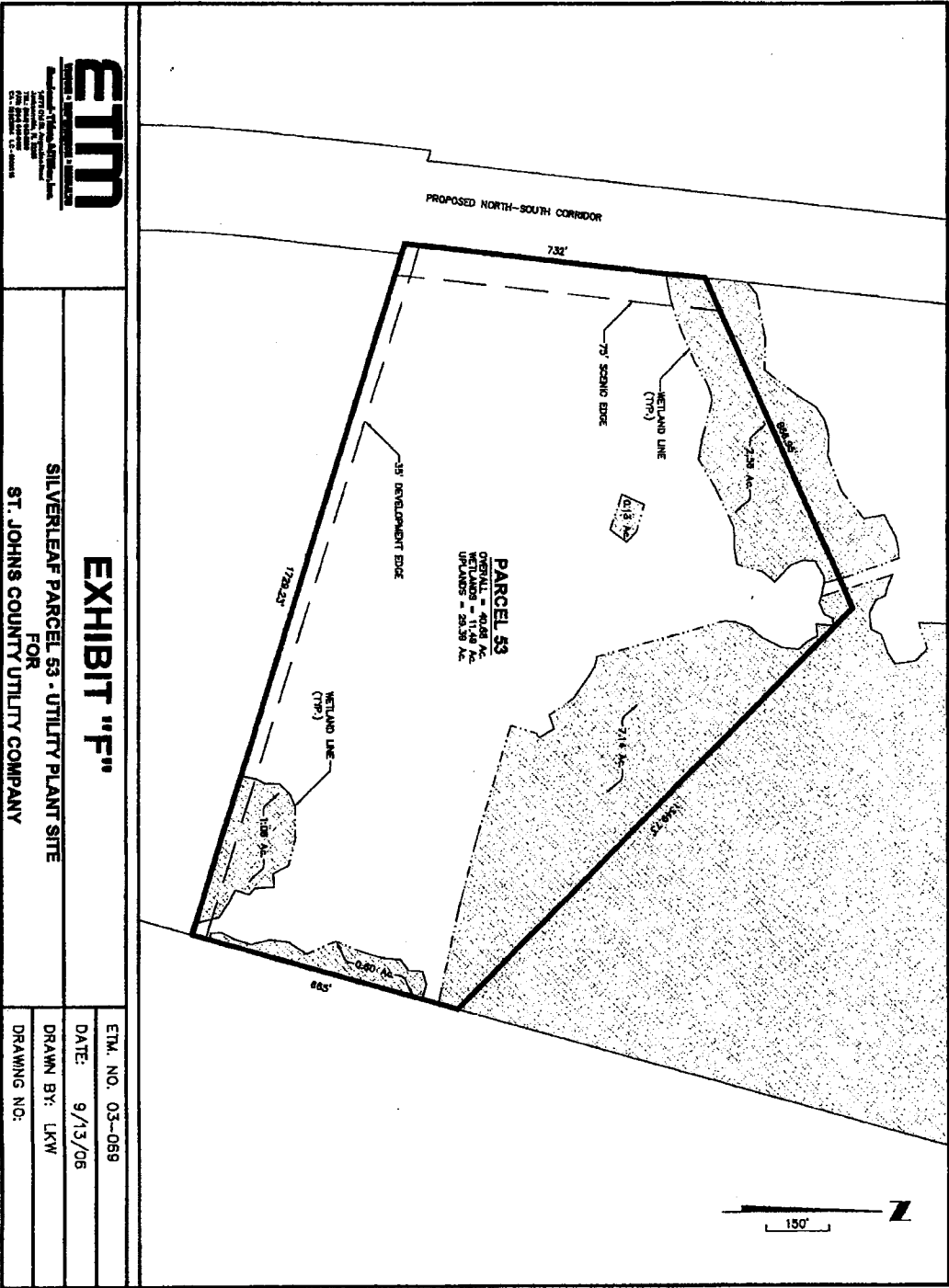
[check one of the above]

Type of Identification Produced

\_\_\_\_\_

**Exhibit F**

**[Plant Site]**



**Exhibit G**

**[Form of Special Warranty Deed]**

Intentionally Deleted

**Exhibit H**

**EXAMPLE UNDER SECTION 7.06**

Assume the County has not collected any unit connection fees within Area One and the Developer contributes potable water lines constituting Developer Refundable Improvements having a total Developer's Cost of \$1,000,000.00. Assume further that County collects \$900,000.00 of potable water unit connection fees in each of the next four quarters for a total of \$3,600,000.00 in potable water unit connection fees. One third of the unit connection fees will be credited to the potable water line item of the SilverLeaf Transmission Component Account. So the potable water line item will be credited with \$300,000.00 in each quarter for a total of \$1,200,000.00. Under this example, the County would pay to the Developer \$300,000.00 in each of the first three quarters, and \$100,000.00 in the fourth quarter. The balance of \$200,000.00 would remain in the potable water line item of the SilverLeaf Transmission Component Account until the County becomes obligated for further reimbursements to the Developer, or until expiration of the Transmission Component Refund Period.