

RESOLUTION NO. 2023-321

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF THE FIRST AMENDMENT TO THE AMENDED AND RESTATED UTILITY SERVICE AND REFUND AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND WHITE'S FORD TIMBER, LLC, TROUT CREEK VENTURE, LLC, BOCAGE VENTURES, LLC, AND WHITES FORD INVESTMENTS, LLC FOR THE PROVISION OF UTILITY SERVICE AND REFUND OF WATER, WASTEWATER, AND RECLAIMED WATER UNIT CONNECTION FEES; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE FIRST AMENDMENT ON BEHALF OF ST. JOHNS COUNTY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, White's Ford Timber, LLC ("White's Ford") is the owner of certain real property in St. Johns County, Florida that is subject to a Development of Regional Impact ("DRI") Development Order ("DRI/DO"), approved by St. Johns County Resolution 2006-65, and as amended by Resolution 2006-338, Resolution 2015-241, Resolution 2019-165, Resolution 2020-298, and Resolution 2021-551; and

WHEREAS, St. Johns County, Florida ("County") and White's Ford have entered into a certain Amended and Restated Utility Service and Refund Agreement, dated November 8, 2016 and recorded in Official Records Book 4283 beginning at Page 1795 of the public records of St. Johns County, Florida ("2016 Agreement"), pursuant to St. Johns County Resolution 2016-335, providing the terms, conditions, provisions, and requirements of the expansion of the County's potable water, wastewater, and reuse water systems to serve the DRI and to provide capacity in the County's potable water and wastewater treatment plans and in its reuse water facilities; and

WHEREAS, as the DRI/DO has been modified since 2016 to, among other things, add land and increase the number of residential units and non-residential square footage allowable within the DRI; and

WHEREAS, the County and White's Ford, and its affiliate entities Trout Creek Venture, LLC, Bocage Ventures, LLC, and Whites Ford Investments, LLC, wish to enter into the First Amendment to the Amended and Restated Utility Service and Refund Agreement, attached hereto as Exhibit A and incorporated herein by reference, in order to subject the lands added to the DRI since 2016 to the terms, conditions, provisions, and requirements of the 2016 Agreement and to adjust the capacity projections and master water, wastewater, and reuse plans to accommodate the increased development; and

WHEREAS, the County has determined that accepting the terms, conditions, provisions, and requirements of the First Amendment to the Amended and Restated Utility Service and Refund Agreement will serve the interests of the County and the public.

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 First Amendment to Amended and Restated Utility Service and Refund Agreement between St. Johns County, Florida, and White's Ford Timber LLC and authorizes the County Administrator, or designee, to execute the First Amendment on behalf of St. Johns County in substantially the same form and format as attached hereto.

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.

Section 4. This Resolutions shall be effectively immediately upon adoption by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 5th day of September, 2023.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Rendition Date SEP 06 2023

By: 
Christian Whitehurst, Chair

Attest: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

By: 
Deputy Clerk



First Amendment to Amended and Restated Utility Service and Refund Agreement

This First Amendment to Amended and Restated Utility Service and Refund Agreement (this "Amendment") is made and entered into on this _____ day of _____, 2023, by and among White's Ford Timber, LLC ("White's Ford"), Trout Creek Venture, LLC ("Trout Creek"), Bocage Ventures, LLC ("Bocage"), Whites Ford Investments, LLC ("Investments") and St. Johns County (the "County").

RECITALS:

- A. This Amendment amends the Amended and Restated Utility Service and Refund Agreement between White's Ford and the County dated November 8, 2016 and recorded in Official Records Book 4283 beginning at Page 1795 of the public records of St. Johns County, Florida (the "2016 Agreement"). All capitalized terms in this Amendment not defined in this Amendment shall have the meaning given them in the 2016 Agreement. The 2016 Agreement as amended by this Amendment shall be defined as the "Agreement".
- B. Trout Creek, Bocage, and Investments are affiliates of White's Ford and are under common management and control and shall be referred to collectively as the "Owners".
- C. The DRI/DO has been modified since 2016 to, among other things, add land owned by the Owners and increase the number of residential units and non-residential square footage allowable within the DRI. This Amendment subjects the lands added to the DRI since 2016 to the Agreement and adjusts the capacity projections and master water, wastewater, and reuse plans to accommodate the increased development.

Now, therefore, in consideration of the mutual undertakings and agreements in this Amendment and in the Agreement, the Owners and County hereby agree as follows:

- 1. Recitals. The foregoing Recitals are true and correct and are made part of this Amendment.
- 2. Definitions and Exhibits.
 - a. The "DRI/DO," "Development Order," and "SilverLeaf DRI" defined in Recital A and Sections 1.01.15 and 1.01.033 of the 2016 Agreement shall mean St. Johns County Resolution 2006-65, as amended by Resolution 2006-338, Resolution 2015-241, Resolution 2019-165, Resolution 2020-298, and Resolution 21-551 (the "DRI/DO").
 - b. The PUD zoning of the SilverLeaf Property referred to in Recital B and the "Silverleaf PUD" defined in Section 1.01.036 of the 2016 Agreement shall mean and refer to St. Johns County Ordinance No. 2006-17, as amended by St. Johns County Ordinance No. 2016-38, No. 2019-33, No. 2019-42, No. 2020-37, and No. 2021-93 (the "PUD").
 - c. The "SilverLeaf Property" as described in Recital B, in Section 1.01.035 and Exhibit A of the 2016 Agreement shall be expanded to also include the lands described on Exhibit A of this Amendment, which parcels are owned by Trout Creek, Investments, and Bocage.

- d. The Master Development Plan, Map H of Resolution 2021-551, attached as Exhibit B of this Amendment shall be the “SilverLeaf Development Plan” and shall replace the Map H referred to in Recital C and depicted in Exhibit B of the 2016 Agreement.
 - e. Section 1.01.031 of the 2016 Agreement is hereby modified to state that: “Silverleaf Buildout Date” means the projected buildout date of February 17, 2047 for development within the Silverleaf DRI as set forth in General Condition 3 of the Silverleaf DRI/DO.
 - f. The “SilverLeaf Capacity and Planning Schedule” attached as Exhibit C of this Amendment shall replace Exhibit C of the 2016 Agreement and shall describe the potable water, wastewater and reuse capacity necessary to serve the SilverLeaf Property.
 - g. The County System Improvements definition in Section 1.01.07 of the 2016 Agreement is hereby amended to mean potable water, wastewater, and reuse water treatment, pumping or storage facilities to be designed and permitted and constructed at the expense of the County to provide potable water, wastewater, and the reuse service to the Silverleaf Property. Such facilities include, but are not limited to, a reuse storage and re-pump facility to be located on the most westerly utility site shown on the Silverleaf Development Plan which is planned to utilize an alternate water source for augmentation and potable water treatment facilities, including new or existing supply wells and successful Consumptive Use Permit (CUP) Allocation Transfers from existing wells within the DRI, intended to maintain or augment overall potable source supply.
 - h. “Developer Refundable Improvements” defined in Section 1.01.014 of the 2016 Agreement is hereby amended to mean that portion of the potable water, wastewater, and reuse water improvements to be constructed by the Developer or a CDD that are identified as “Refundable Improvements” on Exhibit D attached to this Amendment. The Developer Refundable Improvements shall include a sewer booster station or upgraded pump station on an existing or planned lift station site to provide enhanced pressure in the sewer force main as required.
3. Representations. Each of White’s Ford, Trout Creek, Bocage, and Investments represents that it is a Florida limited liability company managed by Hutson Management, Inc. (“Manager”), that Manager has the power and authority to enter into and perform this Agreement, that this Agreement is and will be valid and enforceable in accordance with its terms, that there are no actions, suits, investigations, or proceedings pending, or to their knowledge threatened which would adversely affect the transactions contemplated in this Agreement and that this Agreement does not conflict with or violate the terms of any other agreement, law, or order applicable to them.
 4. Capacity Commitments. Section 6.01 to be revised as follows:

“6.01. SilverLeaf Service Requirements. In consideration of the Developer’s compliance with the terms and conditions of this Agreement, the County shall retain and provide potable water,

wastewater collection and treatment, and reuse water service capacity to the SilverLeaf Property when and as needed for the SilverLeaf Development according to the phases in Exhibit C and the Silverleaf Buildout Date. The County shall expand its potable water and wastewater treatment facilities when and as necessary to meet level of service requirements of the SilverLeaf Property through build out according to the phasing and timeframes defined in Exhibit C. 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. In order to assist the County with effectively timing the design and construction of treatment plant expansion improvements, the Developer shall provide detailed annual update forecasts to the County Utility Department in the form attached as Exhibit C-1. Capacity for the SilverLeaf DRI is reserved through the Silverleaf Buildout Date. In the event the DRI is not built out by the Silverleaf Buildout Date, the Developer may be required to provide payment to extend Capacity Commitments for the DRI in accordance with the Utility Ordinance, or subsequent revision or amendment thereof.”

5. Reuse Policy. Section 6.04 of the 2016 Agreement is amended by adding the following at the end of the section:

“Pocket parks within SilverLeaf that require irrigation shall be irrigated with metered reuse water when alternate irrigation sources are not reasonably available. Larger parks that require irrigation will use alternative sources such as stormwater. Common areas and portions of Silverleaf where metered reuse water is not practical may use alternative sources such as stormwater. Irrigation utilizing potable water is not permitted within the DRI in accordance with the Utility Ordinance.”

6. Reimbursement.

- a. Section 7.06 of the 2016 Agreement is revised as follows:

“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. Due to the benefits to the wastewater system from increasing utilization of reuse service, the transmission component of Wastewater Unit Connection Fees and the transmission component of Reuse Water Unit Connection Fees may be used, as available, for the reimbursement of wastewater or reuse lines. 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, whichever shall occur first. An example of the operation of this section is set forth on Exhibit H. The Parties agree that the Potable Water, Wastewater, and Reuse Unit Connection Fees are intended to be set so that 1/3 of such connection fees should be sufficient to fully reimburse Developer for Developer's Refundable Improvements during the Transmission Component Refund Period. Notwithstanding the foregoing, nothing in this Agreement shall obligate the County to set its Unit Connection Fees at any particular amount."

b. Section 7.08 of the 2016 Agreement is amended as follows:

"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 February 17, 2052. The Developer acknowledges that the Developer may not be fully reimbursed for the Developer's Refundable Improvements notwithstanding the extended refund periods."

7. Conveyance of Treatment Plant and Well Sites, Assignment of CUP, and County Construction of Water Treatment, Storage, and Pumping Facilities for Potable Water and Reclaimed Water Service

- a. In lieu of White's Ford constructing additional transmission facilities, the Owners shall convey to the County the most westerly utility site identified on the Silverleaf Development Plan for construction of a future treatment, storage, and pumping facility for reclaimed water service. The Site is intended to allow the County to withdraw water from Trout Creek or an alternative source to supplement re-use water supplies. The site, if adequate in size, may accommodate additional potable water treatment, storage and pumping facilities. If the site is not large enough to accommodate potable water treatment, storage and pumping facilities, then a second site located no more than a half mile from the first site shall be granted by the Owners. The utility site(s) to be conveyed are intended to accommodate facilities that provide a source of supply for, and have a regional benefit to, the County System beyond the borders of the DRI.
- b. As a condition for expanded development under this agreement, Trout Creek shall transfer to the County its CUP 126185-3 to facilitate additional regional potable water supply within 180

days of the execution of this Amendment. CUP 126185-3 has an allocation of .22MGD and an expiration date of 08/02/2038. The County intends to apply this allocation of groundwater to new or existing wells located within the Northwest Water System or to supply a potential future potable water treatment facility located in the proximity of the utility sites identified on the Silverleaf Development Plan.

- c. White's Ford and the County shall cooperate to identify one or more well sites on, or within the vicinity of, the utility site(s) to be conveyed pursuant to subparagraph a, above, or the existing Northwest Water Treatment Plant, which such well sites shall also be conveyed to the County.
 - d. The County shall reimburse Owners for the appraised value of utility site(s) or well site(s) conveyed to the County pursuant to subparagraphs a and c, above, from 20% of 2/3rds of the applicable Unit Connection Fees (reclaimed water and/or potable water depending on the defined uses of the site(s) conveyed) collected from Area One (as defined in Section 7.05.01 of the Agreement).
 - e. Upon conveyance of the utility site(s) or well site(s) pursuant to subparagraphs a and c, above, the County shall assume responsibility for design and construction of the appropriate facilities on such sites. Funding for such facilities will be from the treatment component of Unit Connection Fees received by the County.
8. County Construction of CR 2209 Extension. The County is constructing an extension of CR 2209 (St. Johns Parkway) from its intersection with Silverleaf Parkway to International Golf Parkway (the "CR 2209 extension"). In connection with the County's construction of the CR 2209 extension, the County will also construct a 20" water main (if needed), 20" reuse main and a 24" sewer force main within the right of way of the CR 2209 Extension.
9. Effect of Amendment. Except as amended by this Amendment, the 2016 Agreement shall remain in full force and effect as written. In the event of any conflict between the provisions of the 2016 Agreement and this Amendment, the revisions of this Amendment shall prevail. This Agreement, meaning the 2016 Agreement as amended by this Amendment, shall be the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions.

In Witness Whereof, the Owners and County have caused this Amendment, with the named revised exhibits attached, to be duly executed in counterparts, each of which shall be considered an original executed copy of this Agreement, as of the date and year set forth above.

SIGNATURES START ON THE FOLLOWING PAGE

WHITES FORD INVESTMENTS, LLC, a
Florida limited liability company

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

By: _____

Date: _____

Name: _____

Title: _____

TROUT CREEK VENTURE, LLC, a
Florida limited liability company

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

By: _____

Date: _____

Name: _____

Title: _____

Legally Sufficient

Date: _____

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

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

By: _____

Date: _____

Name: _____

Title: _____

BOCAGE VENTURES, LLC, a
Florida limited liability company

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

By: _____

Date: _____

Name: _____

Title: _____

St. Johns County

By: _____

Date: _____

Name: _____

Title: _____

List of Exhibits to Amendment

Exhibit A – Legal description of land to be added to SilverLeaf Property owned by Investments, Trout Creek, and Bocage.

Exhibit B – Map H from DRI Resolution 2021-551

Exhibit C – SilverLeaf Capacity and Phasing Schedule

Exhibit C-1 – SilverLeaf DRI Annual Water, Wastewater and Reuse Demand Forecast Update

Exhibit D – Master Water, Wastewater and Reuse Plan

Exhibit D-1 – Schedule for County Funded Infrastructure

Exhibit A

Legal Description



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Work Order No. 21-193.00
File No. 127H-37.00B

Res-A Parcel 1

A portion of Sections 11, 12, 13 and 14, Township 6 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Northeasterly right of way line of State Road No. 13, a 100 foot right of way as presently established, and the Easterly right of way line of Collier Road, a 60 foot right of way as presently established; thence North 01°37'00" West, along said Easterly right of way line, 1031.97 feet to its intersection with the Southerly line of said Section 11; thence North 88°22'42" East, departing said Easterly right of way line and along said Southerly line, 2609.52 feet to the Southeasterly corner of Parcel A, as described and recorded in Official Records Book 1297, page 589, of said Public Records; thence North 02°19'31" West, departing said Southerly line of Section 11, along the Easterly line of said Parcel A and along the Easterly line of those lands described and recorded in Official Records Book 1340, page 500, of said Public Records, 840.14 feet to the Northeasterly corner of last said lands; thence South 88°28'06" West, along the Northerly line of last said lands, 2339.13 feet to a point lying on the Easterly line of Parcel 1, as described and recorded in Official Records Book 390, page 737, of said Public Records; thence North 01°37'00" West, along said Easterly line and along the Easterly line of Parcel 2, as described and recorded in said Official Records Book 390, page 737, a distance of 100.00 feet; thence North 88°28'06" East, departing said Easterly line, 3670.23 feet to a point lying on the Westerly line of said Section 12; thence South 02°12'46" East, along said Westerly line, 873.98 feet to the Southwesterly corner of Parcel 1, as described and recorded in Official Records Book 2050, page 1743, of said Public Records; thence South 89°40'34" East, departing said Westerly line and along the Southerly line of said Parcel 1, a distance of 1278.40 feet to the Westerly most corner of Parcel 2, as described and recorded in said Official Records Book 2050, page 1743; thence South 36°07'08" East, departing said Southerly line and along the Westerly line of said Parcel 2, a distance of 890.75 feet; thence South 73°15'38" East, continuing along said Westerly line, 1107.07 feet to the Southerly most corner thereof, said corner also being the Northerly most corner of those lands described and recorded in Official Records Book 1816, page 1935, of said Public Records; thence along the boundary line of said Official Records Book 1816, page 1935, the following 8 courses: Course 1, thence South 68°18'41" West, 545.47 feet; Course 2, thence South 15°30'21" East, 175.53 feet; Course 3, thence South 59°53'42" East, 2063.62 feet; Course 4, thence North 41°44'43" East, 78.44 feet; Course 5, thence South 48°36'39" East, 460.44 feet; Course 6, thence South 01°47'06" West, 659.38 feet; Course 7, thence South 22°16'32" East, 385.12 feet; Course 8, thence North 86°24'27" East, 356.58 feet to the Southeasterly most corner thereof, said corner lying on the Westerly line of those lands described and recorded in Official Records Book 1771, page 1716, of said Public Records; thence Southwesterly along said Westerly line the following 3 courses: Course 1, thence South 38°17'02" West, 730.51 feet; Course 2, thence South 40°14'58" West, 581.20 feet; Course 3, thence South 67°23'54" West, 456.67 feet to a point lying on the Easterly line of Parcel "3", as described and recorded in Official Records Book 3396, page 698, of

Res-A Parcel 1 (continued)

said Public Records; thence North 18°55'20" West, departing said Westerly line and along the Easterly line of said Parcel "3", a distance of 584.91 feet to the Northerly most corner thereof, said corner also being the Easterly most corner of Lot 11, as described and recorded in Official Records Book 4220, page 1543, of said Public Records; thence North 38°06'21" West, along the Northeasterly line of last said lands, 131.68 feet to the Northerly most corner thereof, said corner also being the Easterly most corner of Lot 10, as described and recorded in Official Records Book 2071, page 1247, of said Public Records; thence North 35°17'21" West, along the Northeasterly line of last said lands, 274.52 feet to the Northerly most corner thereof, said corner also being the Easterly most corner of those lands described and recorded in Official Records Book 1438, page 1511, of said Public Records; thence North 39°18'30" West, along the Northeasterly line of last said lands, 276.43 feet to the Northerly most corner thereof, said corner also being the Easterly most corner of those lands described and recorded in Official Records Book 4537, page 1300, of said Public Records; thence North 43°14'49" West, along the Northeasterly line of last said lands, 275.42 feet to the Northerly most corner thereof, said corner also being the Easterly most corner of Lot 7, as described and recorded in Official Records Book 3905, page 1782, of said Public Records; thence North 47°10'14" West, along the Northeasterly line of last said lands, 275.42 feet to the Northerly most corner thereof, said corner also being the Easterly most corner of those lands described and recorded in Official Records Book 4488, page 1488, of said Public Records; thence North 51°06'07" West, along the Northeasterly line of last said lands, 275.41 feet to the Northerly most corner thereof, said corner also being the Easterly most corner of those lands described and recorded in Official Records Book 1418, page 1381, of said Public Records; thence North 55°01'59" West, along the Northeasterly line of last said lands, 275.42 feet to the Northerly most corner thereof; thence South 33°00'05" West, along the Northwesterly line of last said lands, 1100.00 feet to the Westerly most corner thereof, said corner lying on said Northeasterly right of way line of State Road No. 13; thence Northwesterly, along said Northeasterly right of way line and along the arc of a non-tangent curve concave Southwesterly having a radius of 2914.93 feet, through a central angle of 07°07'42", an arc length of 362.65 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 60°33'46" West, 362.42 feet; thence North 64°07'37" West, continuing along said Northeasterly right of way line, 487.52 feet to the Southerly most corner of those lands described and recorded in Official Records Book 3176, page 1133, of said Public Records; thence North 25°52'23" East, departing said Northeasterly right of way line and along the Southeasterly line of last said lands, 1100.00 feet to the Easterly most corner thereof; thence North 64°07'37" West, along the Northeasterly lines of said Official Records Book 3176, page 1133, Official Records Book 3422, page 1967, Official Records Book 3277, page 933, Parcel 1, as described and recorded in Official Records Book 2110, page 1322, and Official Records Book 2809, page 1668, all of said Public Records, a distance of 1580.66 feet to the Northerly most corner of last said lands, said corner lying on the Easterly line of said Section 14; thence South 02°24'53" East, along said Easterly line, 1249.18 feet to its intersection with the Northeasterly right of way line of said State Road No. 13; thence North 64°07'37" West, departing said Easterly line and along said Northeasterly right of way line, 4497.48 feet to the Point of Beginning.

Containing 470.51 acres, more or less.

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Work Order No. 21-193.00
File No. 127H-37.00C

Res-A Parcel 2

A portion of Sections 13, 14 and 23, Township 6 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Westerly right of way line of Collier Road, a 60 foot right of way as presently established, and the Northeasterly right of way line of State Road No. 13, a 100 foot right of way as presently established; thence North $64^{\circ}07'37''$ West, along said Northeasterly right of way line, 422.21 feet; thence South $04^{\circ}55'31''$ West, departing said Northeasterly right of way line, 107.08 feet to a point lying on the Southwesterly right of way line of said State Road No. 13 and the Point of Beginning.

From said Point of Beginning, thence South $64^{\circ}07'37''$ East, along said Southwesterly right of way line of State Road No. 13, a distance of 5240.79 feet to the Northeasterly corner of Parcel 4, as described and recorded in Official Records Book 3782, page 1076, of said Public Records; thence South $02^{\circ}24'55''$ East, departing said Southwesterly right of way line and along the Easterly line of said Parcel 4, a distance of 781.67 feet to a point lying on the boundary line of Parcel 2-South Parcel, as described and recorded in Official Records Book 3948, page 1491, of said Public Records; thence North $25^{\circ}52'23''$ East, departing said Easterly line and along said boundary line, 688.32 feet to a point lying on said Southwesterly right of way line of State Road No. 13; thence South $64^{\circ}07'37''$ East, along said Southwesterly right of way line, 814.01 feet to the point of curvature of a curve concave Southwesterly having a radius of 2814.93 feet; thence Southeasterly continuing along said Southwesterly right of way line and along the arc of said curve, through a central angle of $18^{\circ}32'16''$, an arc length of 910.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $54^{\circ}51'29''$ East, 906.78 feet; thence South $46^{\circ}26'26''$ West, departing said Southwesterly right of way line, along said boundary line of Parcel 2-South Parcel and along a non-tangent line, 300.21 feet to a point on a non-tangent curve concave Southwesterly having a radius of 2514.93 feet; thence Southeasterly along said boundary line and along the arc of said curve, through a central angle of $11^{\circ}26'24''$, an arc length of 502.14 feet to the Northerly corner of Parcel 3, as described and recorded in Official Records Book 3980, page 1273, of said Public Records, said arc being subtended by a chord bearing and distance of South $40^{\circ}06'41''$ East, 501.31 feet; thence South $55^{\circ}36'12''$ West, along the Westerly line of said Parcel 3, a distance of 533.21 feet to the Westerly corner thereof, said corner lying on the Southerly line of said Section 13; thence South $89^{\circ}07'05''$ West, along said Southerly line, 1599.99 feet to the Southwesterly corner thereof, said corner also being the Northeasterly corner of said Section 23; thence South $02^{\circ}06'59''$ East, along the Easterly line of said Section 23, a distance of 2944.12 feet to a point herein after referred to as Reference Point "A", said point lying on the meanderings of the waters of Six Mile Creek; thence Northwesterly along said meanderings, 7379 feet, more or

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Work Order No. 21-193.00
File No. 127H-37.00C

Res-A Parcel 2 (continued)

less, to a point herein after referred to as Reference Point "B", said point bearing the following 3 courses from said Reference Point "A": Course 1, thence North 52°06'17" West, 2976.02 feet; Course 2, thence North 62°40'58" West, 1569.76 feet; Course 3, thence North 31°23'57" West, 2276.29 feet; thence North 04°55'31" East, departing said meanderings and along the Easterly line of Official Records Book 3412, page 1948, of said Public Records, 2702.74 feet to the Point of Beginning.

Containing 499 acres, more or less.

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Work Order No. 21-193.00
File No. 127H-37.00A

Res-C Parcel

A portion of Sections 1, 2, 11 and 12, Township 6 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Southerly right of way line of Hardwood Landing Road, a 60 foot right of way as presently established, and the Southwesterly right of way line of County Road No. 16-A, a 66 foot right of way as presently established; thence South 44°38'42" East, along said Southwesterly right of way line, 3071.14 feet; thence South 44°44'50" East, continuing along said Southwesterly right of way line, 936.11 feet to the Northerly most corner of those lands described and recorded in Official Records Book 4804, page 1401, of said Public Records; thence South 55°37'18" West, departing said Southwesterly right of way line and along the Northwesterly line of said Official Records Book 4804, page 1401, a distance of 220.84 feet; thence South 25°13'03" West, continuing along said Northwesterly line, 93.42 feet to the Westerly most corner thereof, said corner also being the Northerly most corner of Parcel 1, as described and recorded in Official Records Book 3278, page 1319, of said Public Records; thence South 55°37'18" West, along the Northwesterly lines of said Parcel 1, Parcel 2, as described and recorded in said Official Records Book 3278, page 1319, Official Records Book 1258, page 1939, Tract 5, as described and recorded in Official Records Book 3359, page 913, Official Records Book 1599, page 631, Official Records Book 5167, page 61, and Official Records Book 4509, page 563, all of said Public Records, 700.00 feet to the Westerly most corner of said Official Records Book 4509, page 563, said corner also being the Northerly most corner of those lands described and recorded in Official Records Book 4804, page 1076, of said Public Records; thence South 12°38'56" West, along the Westerly line of last said lands, 397.14 feet to the Southwesterly corner thereof, said corner also being the Northwesterly corner of those lands described and recorded in Official Records Book 5026, page 583, of said Public Records; thence South 02°20'53" East, along the Westerly line of last said lands, 664.53 feet to the Southwesterly corner thereof; thence North 89°31'07" East, along the Southerly line of said Official Records Book 5026, page 583, its Easterly prolongation, and along the Southerly line of those lands described and recorded in Official Records Book 3512, page 197, of said Public Records, 664.37 feet to the Southeasterly corner of last said lands, said corner lying on the Westerly line of Bartram Downs Unit Three, a plat recorded in Map Book 53, pages 9 through 24, of said Public Records; thence South 02°36'31" East, along said Westerly line, 657.75 feet; thence South 89°06'29" West, continuing along said Westerly line, 1328.52 feet to a point lying on the Westerly line of said Section 12; thence South 02°12'46" East, continuing along said Westerly line of Bartram Downs Unit Three and along said Westerly line of Section 12, a distance of 1713.35 feet; thence South 88°28'06" West, departing said Westerly line, 3670.23 feet to a point lying on the Easterly line of Parcel 2, as described and recorded in Official Records Book 390, page 737, of said Public

Res-C Parcel (continued)

Records; thence North 01°37'00" West, along said Easterly line, and along the Easterly lines of those lands described and recorded in Official Records Book 693, page 1135, Official Records Book 2668, page 423, and Official Records Book 2508, page 1157, all of said Public Records, 1036.49 feet to the Northeasterly corner of said Official Records Book 2508, page 1157; thence South 88°22'23" West, along the Northerly line of last said lands and along the Northerly terminus of Collier Road, a 60 foot right of way as presently established, a distance of 320.00 feet to the Northwesterly most corner of said terminus; thence South 01°37'00" East, along the Westerly right of way line of said Collier Road, 218.27 feet to the Northeasterly corner of those lands described and recorded in Official Records Book 1361, page 416, of said Public Records; thence South 88°41'45" West, departing said Westerly right of way line and along the Northerly line of last said lands, 918.76 feet to a point herein after referred to as Reference Point "A", said point lying on the Easterly top of bank of Trout Creek; thence Northerly along said Easterly top of bank, 1346 feet, more or less, to a point herein after referred to as Reference Point "B" which bears North 00°06'17" East, 1254.11 feet from said Reference Point "A", said Reference Point "B" lying on the Southerly line of those lands described and recorded in Official Records Book 4408, page 428, of said Public Records; thence North 88°46'33" East, departing said Easterly top of bank and along said Southerly line, 842.30 feet; thence North 88°46'32" East, continuing along said Southerly line, 396.00 feet to the Southeasterly corner thereof; thence North 02°16'29" West, along the Easterly line of last said lands, 990.00 feet to the Northeasterly corner thereof; thence South 88°46'34" West, along said Northerly line of last said lands, 385.86 feet to the Southeasterly most corner of the Southerly terminus of said Hardwood Landing Road; thence North 01°52'53" West, along the Easterly right of way line of said Hardwood Landing Road, 1335.13 feet; thence North 01°33'47" West, continuing along said Easterly right of way line, 1319.34 feet to the Southwesterly corner of Parcel 3, as described and recorded in Official Records Book 1262, page 1389, of said Public Records; thence North 88°55'00" East, departing said Easterly right of way line and along the Southerly line of said Parcel 3, a distance of 331.83 feet to the Southeasterly corner thereof; thence North 01°36'37" West, along the Easterly line of said Parcel 3, a distance 1297.64 feet to the Northeasterly corner thereof, said corner lying on said Southerly right of way line of Hardwood Landing Road; thence South 89°35'27" East, along said Southerly right of way line, 2510.06 feet to the Point of Beginning.

Containing 703 acres, more or less.

April 9, 2021

Work Order No. 21-115.00
File No. 127G-25.00A

SURVEYOR'S DESCRIPTION:

WOLFE PARCELS 38 AND 39A

A portion of fractional Section 7, together with a portion of Subsections 4 and 5 of Section 38 of the Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being a portion of those lands described and recorded in Official Records Book 1984, page 1246, of the Public Records of said county, being more particularly described as follows:

For a Point of Beginning, commence at the Northeast corner of said fractional Section 7; thence South $01^{\circ}04'14''$ East, along the Easterly line of said fractional Section 7, a distance of 1779.45 feet to its intersection with the Northwesterly line of said Subsection 4 (as monumented); thence South $19^{\circ}49'07''$ West, continuing along said Easterly line and along said Northwesterly line, 160.57 feet to its intersection with the Westerly line of Parcel 3, as described and recorded in Official Records Book 2002, page 1387, of said Public Records; thence South $03^{\circ}59'26''$ East, departing said Easterly line of fractional Section 7 and said Northwesterly line of Subsection 4, and along said Westerly line of Parcel 3, a distance of 3212.47 feet; thence South $09^{\circ}32'34''$ West, continuing along said Westerly line and along the Westerly line of Parcel 4, as described and recorded in said Official Records Book 2002, page 1387, a distance of 3451.29 feet to the Southwesterly corner of said Parcel 4, said corner lying on the Northeasterly right of way line of County Road No. 16A, a public variable width right of way as presently established; thence North $55^{\circ}53'35''$ West, along said Northeasterly right of way line, 599.36 feet to its intersection with the Southerly prolongation of the Easterly line of the Southwest one-quarter of the Northwest one-quarter of said Subsection 5 (as monumented); thence North $18^{\circ}21'55''$ East, departing said Northeasterly right of way line, along said Southerly prolongation and along said Easterly line (as monumented), 1341.66 feet to the Northeasterly corner thereof; thence North $72^{\circ}26'56''$ West, along the Northerly line of said Southwest one-quarter of the Northwest one-quarter of Subsection 5 (as monumented), a distance of 1322.39 feet to the Northwesterly corner thereof, said corner lying on the Northwesterly line said Section 38 (as monumented); thence North $19^{\circ}30'56''$ East, along said Northwesterly line (as monumented), 1083.28 feet to Northeast corner of fractional Section 18, said township and range; thence South $89^{\circ}13'13''$ West, departing said Northwesterly line of Section 38 and along the Northerly line of Government Lot 1, said fractional Section 18 (as monumented), a distance of 1268.97 feet to the Northwesterly corner thereof; thence South $88^{\circ}45'26''$ West, along the Northerly line of the East one-half of the Northwest one-quarter of said fractional Section 18 (as monumented), a distance of 1457.99 feet to its intersection with said Northeasterly right of way line of County Road No. 16A; thence North $48^{\circ}49'12''$ West, departing said Northerly line and along said Northeasterly right of way line, 1549.16 feet to the Southerly most corner of those lands described and recorded in Official Records Book 4634, page 121, of said Public Records; thence Northerly along the boundary line of said Official Records Book 4634, page 121, the following 4 courses: Course 1, thence North $02^{\circ}04'31''$ West, departing said Northeasterly right of way line, 502.96 feet; Course 2, thence North $87^{\circ}55'29''$ East, 380.00 feet; Course 3, thence North $02^{\circ}04'31''$ West, 700.00 feet; Course 4, thence South $87^{\circ}55'29''$ West, 591.32 feet to the Northwesterly corner thereof, said corner lying on the Westerly line of said fractional Section 7; thence North $01^{\circ}51'14''$ West, along said Westerly line, 3042.27 feet to the

Northwesterly corner thereof; thence North 86°53'51" East, along the Northerly line of said fractional Section 7, a distance of 5596.11 feet to the Point of Beginning.

Containing 720.05 acres, more or less.

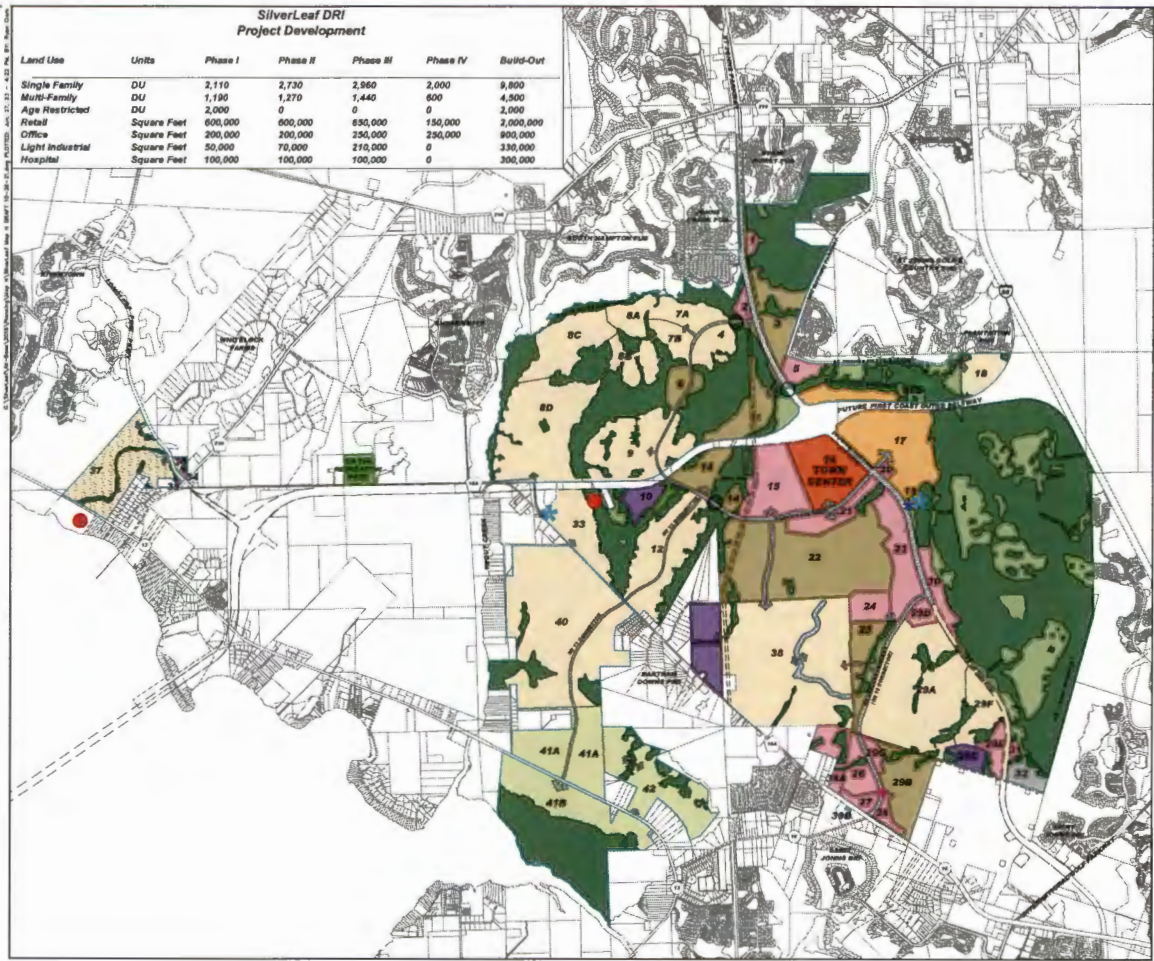
WOLFE PARCEL 39B

A portion of Subsection 5 of Section 38 of the Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being the same lands described and recorded as Parcel 6, in Official Records Book 1984, page 1246, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Northwesterly right of way line of State Road No. 16 and the Southwesterly right of way line of County Road No. 16A, both public variable width rights of way as presently established; thence North 55°53'35" West, along said Southwesterly right of way line, 651.81 feet to the Northerly most corner of Parcel "A", as described and recorded in Official Records Book 4852, page 1812, of said Public Records, and the Point of Beginning.

From said Point of Beginning, thence South 34°06'25" West, along the Northwesterly line of said Parcel "A", 158.81 feet to the Westerly most corner thereof, said corner lying on the Northeasterly line of Parcel "B", as described and recorded in said Official Records Book 4852, page 1812; thence North 55°53'35" West, along said Northeasterly line, 272.25 feet; thence North 34°06'25" East, continuing along said Northeasterly line, 158.81 feet to the Northeasterly corner thereof, said corner lying on said Southwesterly right of way line of County Road No. 16A; thence South 55°53'35" East, along said Southwesterly right of way line, 272.25 feet to the Point of Beginning.

Containing, 0.99 acre, more or less.



SILVERLEAF

**MAP H
MASTER DEVELOPMENT
PLAN**

OCTOBER 26, 2021

LEGEND



- Town Center / Mixed Use
- Mixed Use
- Residential Very Low Density
- Residential Low Density
- Residential Medium Density
- Residential High Density
- School Site
- Community Recreation
- Utility
- Roadways
- Open Space / Wetlands
- Open Space / Uplands
- Fire / EMS
- USFS Site
- Wildlife Underpass
- Wildlife Crossing
- Potential Roundabout
- Approx. Former Timber Tram Rd.
- Eagle's Nest

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

Note: the approximate location of the former timber tram road to the immediate north and south of the existing bridge shall be a Historic Conservation Area with pedestrian access, an interpretive sign will be installed at the bridge crossing.



PROJECT TEAM

White Ford Timber, LLC - Owner
 Longleaf Partners, LLC - Owner
 Trout Creek Ventures, LLC - Owner
 Bosage Ventures, LLC - Owner

ETM, Inc. - Engineers, Planners, Transportation Consultant
 Rogers Towers - Legal Counsel
 Carter Environmental Services - Environmental Consultant
 Bio-Tech Consulting, Inc. - Environmental Consultant
 Heritage Cultural Services, LLC - Cultural Resources Consultant
 ETM Surveying & Mapping, Inc. - Land Surveyors

Source: ETM, St. Johns County

EXHIBIT 'C'
SILVERLEAF CAPACITY AND PHASING SCHEDULE
WATER, WASTEWATER AND REUSE DEMANDS

Phase	Water		Wastewater		Reuse ⁽¹⁾	
	ADF* (MGD)	Cumulative ADF* (MGD)	ADF* (MGD)	Cumulative ADF* (MGD)	ADF* (MGD)	Cumulative ADF* (MGD)
Phase 1	1.66	1.66	1.53	1.53	1.57	1.57
2021-2031						
Phase 2	1.30	2.96	1.25	2.78	1.17	2.74
2031-2036						
Phase 3	1.43	4.39	1.26	4.04	1.17	3.91
2036-2041						
Phase 4	0.68	5.07	0.77	4.81	0.76	4.67
2041-2046						

*ADF - Average Daily Flow

⁽¹⁾Revised for 300 GPD/SF residential based 10 GPM for 30 minutes 2 days per week watering schedule

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 (excluding pocket parks within subdivisions), and general landscaped common areas.

EXHIBIT C-1

SILVERLEAF DRI ANNUAL WATER, WASTEWATER AND REUSE DEMAND FORECAST UPDATE

CURRENT YEAR: _____

CURRENT PHASE: _____

TOTAL CONNECTED FLOW:

Water (MGD)	Wastewater (MGD)	Reuse (MGD)

TOTAL PROJECTED FLOW/PHASE:

Water (MGD)	Wastewater (MGD)	Reuse (MGD)

5 YEAR PROJECTED FLOW:

Water (MGD)	Wastewater (MGD)	Reuse (MGD)

NOTES:

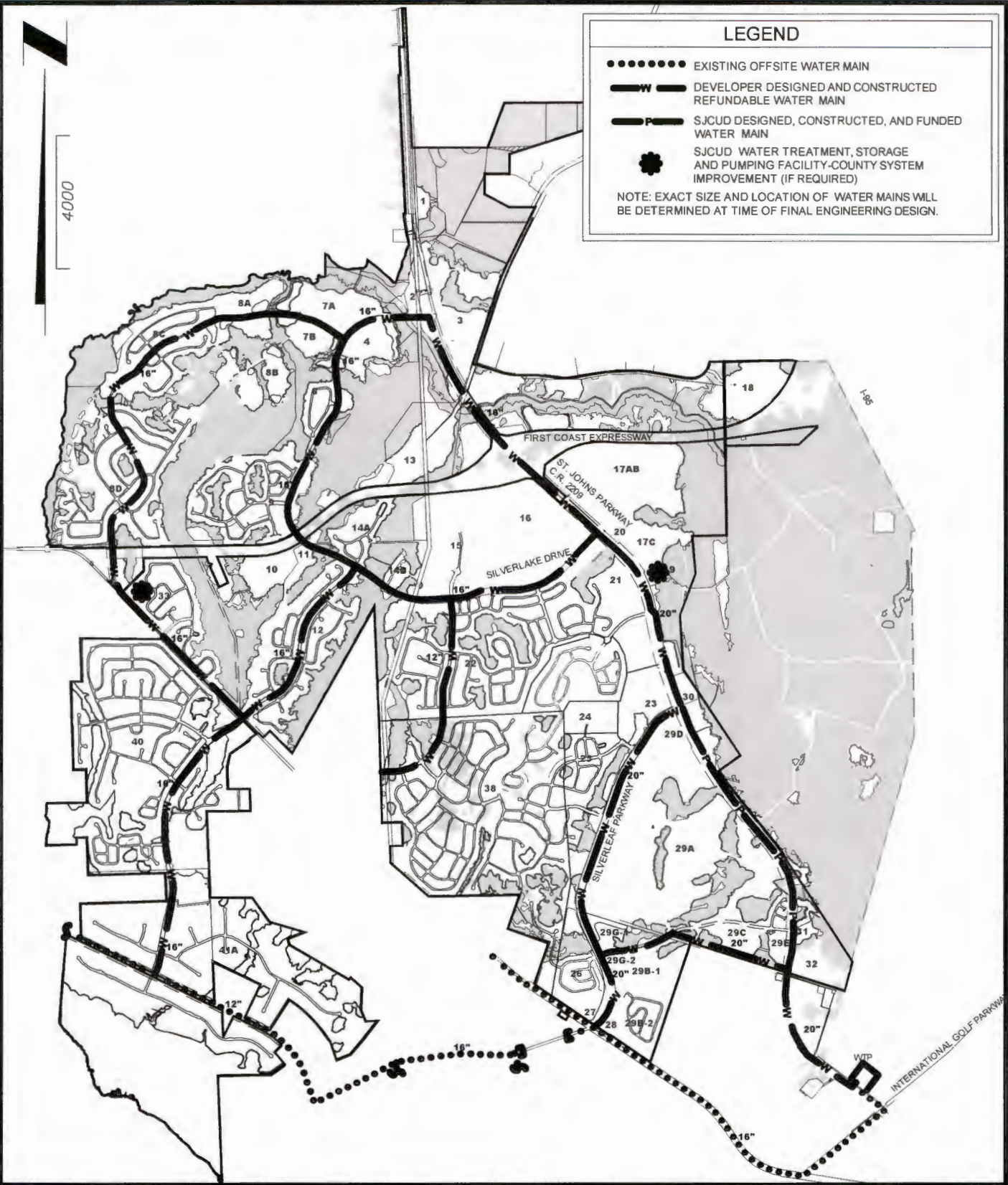
1. CURRENT CONNECTED FLOW BASED ON SJCUD UNIT CONNECTION FEE REIMBURSEMENT WORKSHEETS DATED _____.
2. WATER: 1 ERC = 280 GPD, WASTEWATER: 1 ERC = 280 GPD, REUSE: 1 ERC = 300 GPD
3. DEVELOPER SHALL EMAIL THIS COMPLETED FORM TO THE SJCUD CHIEF ENGINEER OF DEVELOPMENT ON JANUARY 10 OF EACH YEAR.



LEGEND

- EXISTING OFFSITE WATER MAIN
- W— DEVELOPER DESIGNED AND CONSTRUCTED REFUNDABLE WATER MAIN
- P— SJCUD DESIGNED, CONSTRUCTED, AND FUNDED WATER MAIN
- ⊗ SJCUD WATER TREATMENT, STORAGE AND PUMPING FACILITY-COUNTY SYSTEM IMPROVEMENT (IF REQUIRED)

NOTE: EXACT SIZE AND LOCATION OF WATER MAINS 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 1 OF 3

**MASTER WATER PLAN
SILVERLEAF**

ST. JOHNS COUNTY UTILITY REFUNDABLE IMPROVEMENTS

PLOTTED: June 28, 2023 - 10:17 AM, BY: Nicole Boiatete
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COUNTY ROAD 210

LEGEND

- EXISTING OFFSITE FORCE MAIN
- FM — DEVELOPER DESIGN AND CONSTRUCTED REFUNDABLE FORCE MAIN
- S — SJCUD DESIGN, CONSTRUCTED, AND FUNDED FORCE MAIN
- ☼ POSSIBLE LOCATION OF WASTEWATER BOOSTER PUMP STATION (IF REQUIRED)

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

4000



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

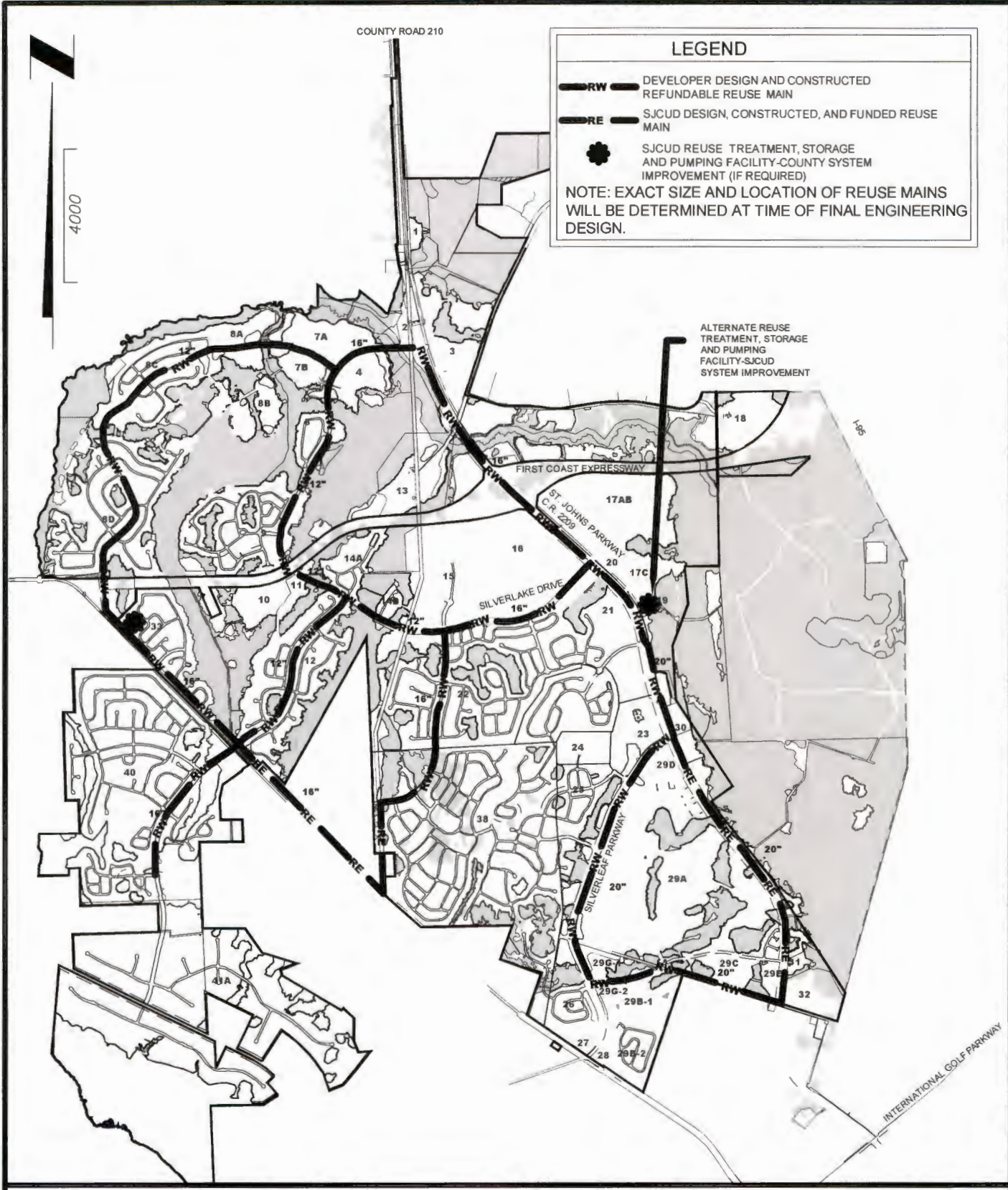
MASTER WASTE WATER PLAN

SILVERLEAF

ST. JOHNS COUNTY UTILITY REFUNDABLE IMPROVEMENTS

PLOTTED: June 28, 2023 - 10:18 AM, BY: Nicole Bolatete
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PLOTTED: June 28, 2025 - 10:18 AM, BY: Nicole Bialatete
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LEGEND

- RW** DEVELOPER DESIGN AND CONSTRUCTED REFUNDABLE REUSE MAIN
- RE** SJ-CUD DESIGN, CONSTRUCTED, AND FUNDED REUSE MAIN
- Star Symbol** SJ-CUD REUSE TREATMENT, STORAGE AND PUMPING FACILITY-COUNTY SYSTEM IMPROVEMENT (IF REQUIRED)

NOTE: EXACT SIZE AND LOCATION OF REUSE MAINS 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 3 OF 3

**MASTER REUSE PLAN
SILVERLEAF
ST. JOHNS COUNTY UTILITY REFUNDABLE IMPROVEMENTS**

EXHIBIT D-1 - SCHEDULE FOR COUNTY FUNDED INFRASTRUCTURE

PHASE		PROJECTED COUNTY FUNDED INFRASTRUCTURE
1	2023-2031	CR 2209 CONNECTOR PIPES
2	2031-2036	REUSE FACILITY ON PARCEL 33 CR16A REUSE INTERCONNECT WTP ON PARCEL 33
3	2036-2041	REUSE STORAGE ON PARCEL 19B
4	2041-2046	

NOTES:

- 1. COUNTY RESERVES THE RIGHT TO MODIFY THESE PROJECTS TO DELIVER SAME LEVEL OF SERVICE.*
- 2. PROJECTS INCLUDED IN PHASE 1 ARE SCHEDULED TO BE APPROPRIATED IN THE 5-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2024. THE REMAINING PROJECTS IN PHASES 2-4 ARE SUBJECT TO BOARD APPROVED APPROPRIATIONS.*
- 3. PROJECTS ARE DEPENDENT ON DEVELOPER PROVIDED PROPERTIES.*
- 4. THE COUNTY MAY REVIEW THIS SCHEDULE ANNUALLY WITH THE DEVELOPER AND MUTUALLY AGREE TO MODIFY SERVICE DATES BASED ON ACTUAL GROWTH AND AVAILABLE FUNDING.*