

CITY OF GREEN COVE SPRINGS PLANNING & ZONING BOARD MEETING

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, JULY 27, 2021 – 5:00 PM



AGENDA

GENERAL INFORMATION

ANYONE WISHING TO ADDRESS THE PLANNING AND ZONING BOARD REGARDING ANY TOPIC ON THIS EVENING'S AGENDA IS REQUESTED TO COMPLETE A CARD AVAILABLE AT THE CLERK'S DESK. SPEAKERS ARE RESPECTFULLY REQUESTED TO LIMIT THEIR COMMENTS TO THREE (3) MINUTES.

THE PLANNING AND ZONING BOARD PROHIBITS THE USE OF CELL PHONES AND PAGES WHICH EMIT AN AUDIBLE SOUND DURING ALL MEETINGS WITH THE EXCEPTION OF LAW ENFORCEMENT, FIRE AND RESCUE, OR HEALTH CARE PROFESSIONALS ON CALL. PERSONS IN VIOLATION WILL BE REQUESTED TO LEAVE THE MEETING.

THIS WILL BE AN IN-PERSON MEETING. PLEASE FOLLOW SOCIAL DISTANCING PROTOCOLS

ROLL CALL

PUBLIC HEARINGS

1. Request to rezone property from Agriculture / Industrial (County) to Planned Unit Development for the Ayrshire Development on land owned by Gustafson's Cattle, Inc., approximately 560.52 acres on CR 15 A, a portion of 016515-000-00

BOARD BUSINESS

BOARD DISCUSSION / COMMENTS

STAFF COMMENTS

ADJOURNMENT

NEXT MEETING: TUESDAY, AUGUST 24, 2021 AT 5:00PM

Minutes of the Planning & Zoning Board Meeting can be obtained from the City Clerk's office. The Minutes are recorded, but are not transcribed verbatim.

Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be at the expense of the requesting party.

ADA NOTICE

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 5:00 p.m. on the day prior to the meeting.

EXPARTE COMMUNICATIONS

Oral or written exchanges (sometimes referred to as lobbying or information gathering) between a Special Magistrate and others, including staff, where there is a substantive discussion regarding a quasi-judicial decision by the Special Magistrate. The exchanges must be disclosed by the Special Magistrate



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Planning and Zoning Commission **MEETING DATE:** July 27, 2021
FROM: Michael Daniels, AICP, Planning & Zoning Director
SUBJECT: Request to rezone property from Agriculture / Industrial (County) to Planned Unit Development for the Ayrshire Development on land owned by Gustafson's Cattle, Inc., approximately 560.52 acres on CR 15 A, a portion of 016515-000-00

PROPERTY DESCRIPTION

APPLICANT: Ellen Avery-Smith, Esq. of Rogers Tower, PA **OWNER:** Gustafson's Cattle, Inc.

PROPERTY LOCATION: CR 15 A

PARCEL NUMBER: 016515-000-00

FILE NUMBER: 202100301

CURRENT ZONING: Agriculture (County) / Industrial Select (County)

FUTURE LAND USE DESIGNATION: Rural Fringe (County) / Industrial (County) to Residential Low Density (City)

SURROUNDING LAND USE

NORTH: **FLU:** Recreation
Z: Recreation
Use: Undeveloped

SOUTH: **FLU:** Industrial (County)
Z: Heavy Industrial (County)
Use: Industrial / Undeveloped

EAST: **FLU:** Industrial (County)
Z: Heavy Industrial (County)
Use: Industrial

WEST: **FLU:** Rural Residential / Commercial / Agriculture (County)
Z: Agricultural Residential / Commercial (County)
Use: Single Family Homes, Commercial, Undeveloped

BACKGROUND

DEVELOPMENT DESCRIPTION:

The applicant, Ellen Avery Smith Esq, of Rogers Tower PA has submitted an annexation request for 560.52 acres on behalf of her client, D.R. Horton, as part of their contractual agreement to purchase the property from the current owner Gustafson's Cattle Inc. The property is located on the east side of CR 15A, west of

the railroad tracks, south of Green Cove Avenue, and north of Jersey Avenue. The applicant has also submitted a large-scale Future Land Use request to Residential Low Density and a site-specific Future Land Use Policy. The Future Land Use requests were approved for state transmittal on May 18th by City Council and transmitted to the Florida Department of Economic Opportunity on May 27th. The state has reviewed the submittal and identified no comment related to adverse impacts to state resources facilities. State agency review is included within your packet. Both cases as well as the annexation will be taken to City Council for final adoption/approval in August. The schedule of the public hearing dates with City Council is set forth in the table below:

Project Type	City Council
Annexation 2 nd Reading	8/17/2021
Future Land Use Map / Site Specific Adoption	8/17/2021
Zoning -- PUD	8/3 & 8/17/2021
163 Development Agreement	TBD

The site is located within the City’s Electric Service Boundary. It will be served by the City’s electric and sanitation services and by the Clay County Utility Authority for water and sewer.

The site historically was used as a dairy farm. The dairy farm is no longer in service, and the property has been allowed to go fallow. The property is heavily wooded with a combination of hardwood and invasive species. A large L-shaped wetland is located in the south-central portion of the property. This request is a large-scale Future Land Use Amendment which, if transmitted by City Council, shall be reviewed by the Department of Economic Opportunity prior to City Council action on adoption.

The applicant is proposing the development of 2,100 single family homes with two access points off of CR 15 A. The applicant is also proposing to build a 4-lane roadway to connect across the City property to the north and build a bridge across the railroad tracks to the east to connect to US 17. The City property to the north was bought by the City using Florida Forever Funds to develop a regional park facility. As a result, the applicant and the City are in discussions with the Florida Department of Environmental Protection (FDEP) to conduct a Land Exchange to exchange property from the Gustafson site so that a roadway can be constructed. A maximum of 231 single family units can be developed if the Land Exchange is not granted by FDEP. The applicant is also proposing a minimum of 27.8625 acres of park land within the development. This includes a minimum of a 10-acre park that will be open to the public. In addition, the applicant has agreed to pay a \$400 per dwelling unit park dedication fee to be used for capital improvements for parks throughout the City, as well as agreed to pay for the construction of a police substation, which is included in the draft developer’s agreement. The project is expected to be fully built out in 20 years.

Public Notice

Staff advertised per the requirements of the Land Development Regulations (Sec. 101-351) by sending letters to surrounding property owners within 300’, placing a legal ad in the Clay Today, and posting a Public Hearing Notice sign on the property, all approximately 10 days prior to the hearing.

Compliance with Land Development Code

Section 117-421

All proposed development requesting to be reviewed as a planned unit development shall provide the following information on the application for development approval:

1. The application for approval of a proposed development shall indicate that the development approval is requested as a planned unit development.

Analysis of Consistency: This application requests to rezone the project site from to a Planned Unit Development (PUD).

2. The application shall clearly show the calculation allowed by the future land use map per type of land use category and the calculation of the land use by type in the proposed development.

Analysis of Consistency: The total acreage for the project site is ±560.62 acres. This application requests to rezone the entire project site to PUD. The applicant has also applied to amend the FLUM concurrent with this PUD Rezoning application. The companion application will amend the FLU designation for the site from Institutional to Residential Low Density 0->4 du/ac. Based on the proposed Residential Low Density FLU designation, a maximum of 2,242 residential units could be achieved on the project site.

3. The application shall indicate the benefit to the city for allowing the planned unit development. The benefits may include:
 - a. Permit a compact approach to the development of land such that units are clustered allowing for a larger percentage of parks and environmental sensitive areas to remain undisturbed.

Analysis of Consistency: This application will allow the development of land in a manner that is compatible with the surrounding neighborhood by provide large buffer areas but allow for flexibility in lot widths and residential type. The PUD Rezoning will increase the variety in the City's housing types and will potentially increase the variety in the City's market rate housing prices.

- b. Accomplish a more desirable environment than would be possible through the strict application of minimum requirements of the land development code;

Analysis of Consistency: Specific development standards / density controls are proposed for this PUD which will allow for the flexibility of development in terms of not requiring attached or detached garages for each dwelling unit. Such as allowing narrower public rights of way and lot width, so that additional units can be built but at the same allowing for greater tree preservation and buffering against adjacent property owners.

- c. Provide for an efficient use of land, resulting in smaller networks of utilities and streets;

Analysis of Consistency: Specific development standards / density controls are proposed for this PUD which will allow for the flexibility of development in terms of not requiring attached or detached garages for each dwelling unit. Such as allowing narrower public rights of way and lot width, so that additional units can be built but at the same allowing for greater tree preservation and buffering against adjacent property owners.

- d. Enhance the appearance of neighborhoods through preservation of natural features, the provision of underground utilities and the provisions of recreation areas and open space;

Analysis of Consistency: The proposed PUD Rezoning will allow for the development of undeveloped property with construction. Elevations of the proposed residential structures are provided in the materials included in the PUD Written Description. Development consistent with these elevations will ensure compatibility with the appearance of the neighborhood. Tree preservation and tree planting will be required to ensure the environmental and aesthetic quality of the neighborhood will be preserved and enhanced.

- e. Provide an opportunity for new approaches to ownership

Analysis of Consistency: The proposed development of this site allows for more housing options and a wider variety of single-family detached homes and attached homes.

- f. Provide an environment of stable character compatible with surrounding residential areas; and

Analysis of Consistency: This application requests the development of single family detached and attached homes on the subject property. The proposed residential units are compatible with surrounding residential development.

- g. Retain property values over the years.

Analysis of Consistency:

The proposed development will bring new residents into the City helping to preserve the community fabric in this neighborhood and retain property values into the future.

- 4. The application for development approval must comply with all requirements of the land development code.

Analysis of Consistency: As outlined in this application and the companion SsCPA application, the proposed PUD rezoning complies with all requirements of the Land Development Code.

Consistency with Comprehensive Plan

The applicant proposes to amend the FLUM Designation from the County’s Rural Fringe and Industrial to RLD, Residential Low Density, on the subject property. The following Comprehensive Plan Elements have Goals, Objectives, and Policies (GOPs) that support the proposed amendment to the Future Land Use Map of the City of Green Cove Springs Comprehensive Plan:

- Future Land Use Element
- Transportation Element
- Housing Element
- Sanitary Sewer, Solid Waste, Drainage, Potable Water and Aquifer Recharge Element
- Conservation Element

Staff finds the application consistent with the Comprehensive Plan and the Goals, Objectives, and Policies (GOPs) therein. A more detailed discussion, including consistency statements, of the specific goals, objectives, and policies is provided below.

FUTURE LAND USE ELEMENT

Goal 1

To develop and maintain land use programs and activities to provide for the most appropriate use of the land and direct growth to suitable areas while protecting the public, health, safety and welfare.

Analysis of Consistency: The City of Green Cove Springs has had a growing need for housing as the population grows and the city develops. While new housing in the form of in-fill development has been ongoing, a large boon of housing would not be feasible with the current land area within the municipal limits. The annexation of the presently undeveloped proposed property will allow for an appropriate use of the land, which extends an existing residential area of town further southward. This will be done while simultaneously protecting or mitigating for important natural resources on-site, as well as accounting the health, safety, and welfare of future citizens / residents. The proposed development is consistent with this goal.

Policy 1.1.1

All land use decisions shall be consistent with the Conservation Element and require the analysis and/or coordination of the following:

- a. Size of development;
- b. Relationship and compatibility of proposed development with the adjacent and surrounding land uses;
- c. Compatibility and suitability of soils and topography for drainage and septic systems;
- d. Relationship to wetlands and floodplains; and
- e. Impact on adopted levels of service.

Analysis of Consistency: The proposed development will be required to meet the City's comprehensive plan and land development regulation requirements, which will ensure the size of the development is reasonable and works with the land, the development is compatible with surrounding land uses, the soils and topography are suitable for drainage systems, and the property maintains a positive relationship with wetlands maintained on-site. Adopted levels of services will be maintained throughout the construction of the development.

Policy 1.1.3

Development in the Conservation areas must be permitted by the Department of Environmental Protection, and all applicable local, state, and federal agencies, prior to receiving final approval by the City.

Analysis of Consistency: The applicant is already in discussions with the appropriate agencies to ensure the land is developed in the best manner possible and conserved lands are maintained in good conditions, not impacted by development.

Objective 1.2.1

The City shall ensure that development orders are conditioned upon the provision of essential facilities and services which meet the established Level of Service (LOS) standards and necessary to serve the proposed development by reviewing each site plan/development proposal to ensure compliance with concurrency and do not go beyond LOS threshold.

Analysis of Consistency: The property currently is undeveloped. Adopted levels of services will be maintained throughout the construction of the development.

Objective 1.2.2

The City shall continue its policy for mandatory sewer and water hookups for new development.

Analysis of Consistency: As part of the subdivision approval of this project, the development will be required to connect to CCUA’s water and sewer facilities.

Policy 1.5.1

Planned Unit Developments shall be encouraged to control growth and design.

Analysis of Consistency: The applicant has presently submitted a voluntary annexation request and future land use amendment, but in the future will be submitting a Planned Unit Development rezoning application, which will allow for innovation in design as well as protection of natural resources.

TRANSPORTATION ELEMENT

Objective 2.3 Review of Proposed Development

All future development shall be reviewed to ensure that the adopted the level of service standards is met and that the development is consistent with applicable land development regulations and supports the Future Land Use Map.

Analysis of Consistency: The City and the applicant are working together to ensure the project will be consistent with and maintain adopted level of service standards, through review of a Traffic Study.

Objective 2.8

Site Development Traffic Circulation: The City shall require that all major developments and planned unit developments provide a circulation system which: provides adequate access to the major roadway network; provides for sound design of local and collector streets within such development; provides for the development of multi-use trails, and otherwise provides for the objectives and policies of the Land Use and Transportation Plan.

Analysis of Consistency: The proposed project will be designed in accordance with City requirements for circulation, access, and connectivity. The applicant is considering providing a trail throughout the proposed subdivision to connect CR 15A to US Highway 17, which will be wide enough to support public safety and encourage pedestrian activity through the subdivision.

Policy 2.10.4

The City shall review development consistent with the standards in the land development regulations to assure that adequate provisions exist for the bicycle and pedestrian.

Analysis of Consistency: As discussed above, the City is working with the applicant to ensure adequate provisions will be made for bicycles and pedestrians.

HOUSING ELEMENT

GOAL 3

The City of Green Cove Springs shall make provisions for adequate and affordable housing that meets the physical and social needs of all segments of the current and future population of the City.

Analysis of Consistency: This application would allow up to 2,242 dwelling units to be added to the housing market and will increase the variety of housing options within the City for its residents. The proposed lot sizes will also potentially increase the variety of market rate prices within the City.

Objective 3.1: Adequate and Affordable Housing

The City shall continue to assist the private sector in providing dwelling units of various types, sizes, and costs to meet the housing needs of the current and future residents and residents with special housing needs.

Analysis of Consistency: This application permits a maximum of 2,242 residential units, supporting this objective to provide dwelling units of various types, sizes, and costs.

Objective 3.2: Substandard Housing Conditions

The City shall conserve the quality of the existing housing stock and work to reduce the number of substandard housing units each year.

Analysis of Consistency: This application will allow for the development of new residential units, consistent with this objective.

SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER, AND AQUIFER RECHARGE ELEMENT

Policy 4.4.1

The City's land development regulations shall require review of all proposed development to ensure adequate retention/detention of stormwater runoff to maintain surface water quality, to encourage percolation, and reduce impacts to drainage canals, surface water, and groundwater. The City shall require proof of obtaining the appropriate drainage and stormwater permits and approvals from the DEP, SJRWMD and Army Corps of Engineers, prior to issuing development permits. No development shall be allowed to degrade surface water quality below the standards set forth in Chapter 40C-42, F.A.C. and Chapter 17-25, F.A.C.

Analysis of Consistency: The applicant is already working with and will continue to work with required agencies to ensure surface water quality is maintained, and drainage / stormwater are appropriately handled to best protect the environment and ensure public health and safety.

CONSERVATION ELEMENT

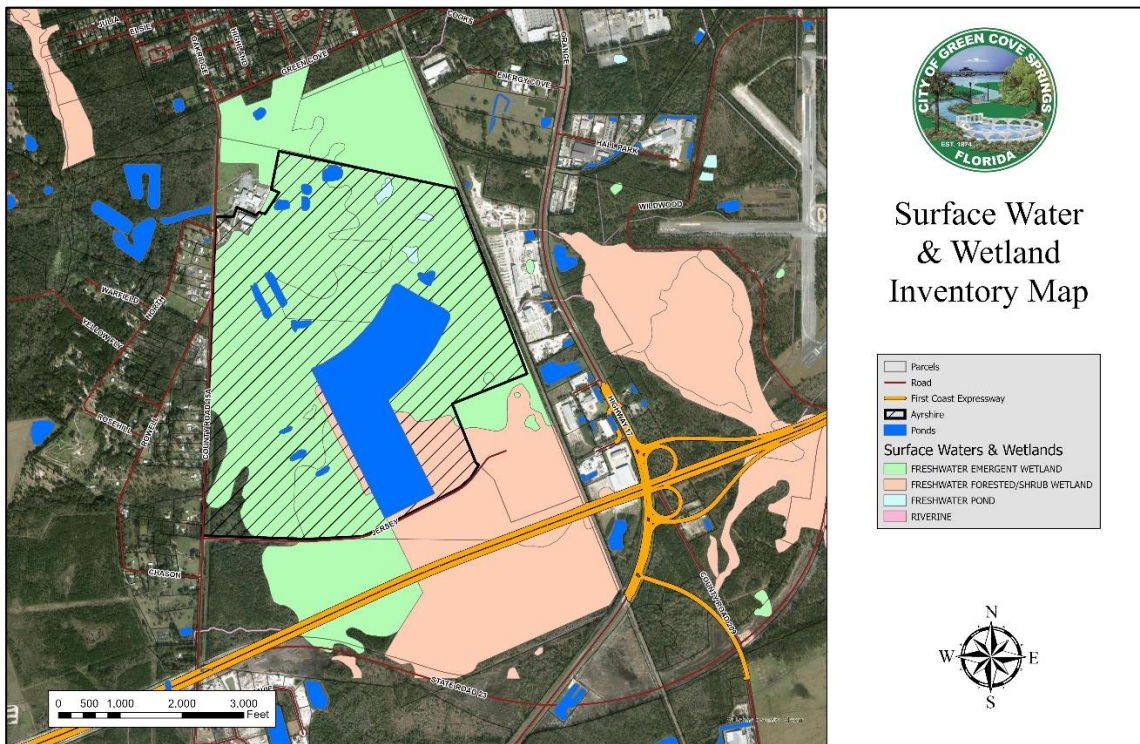
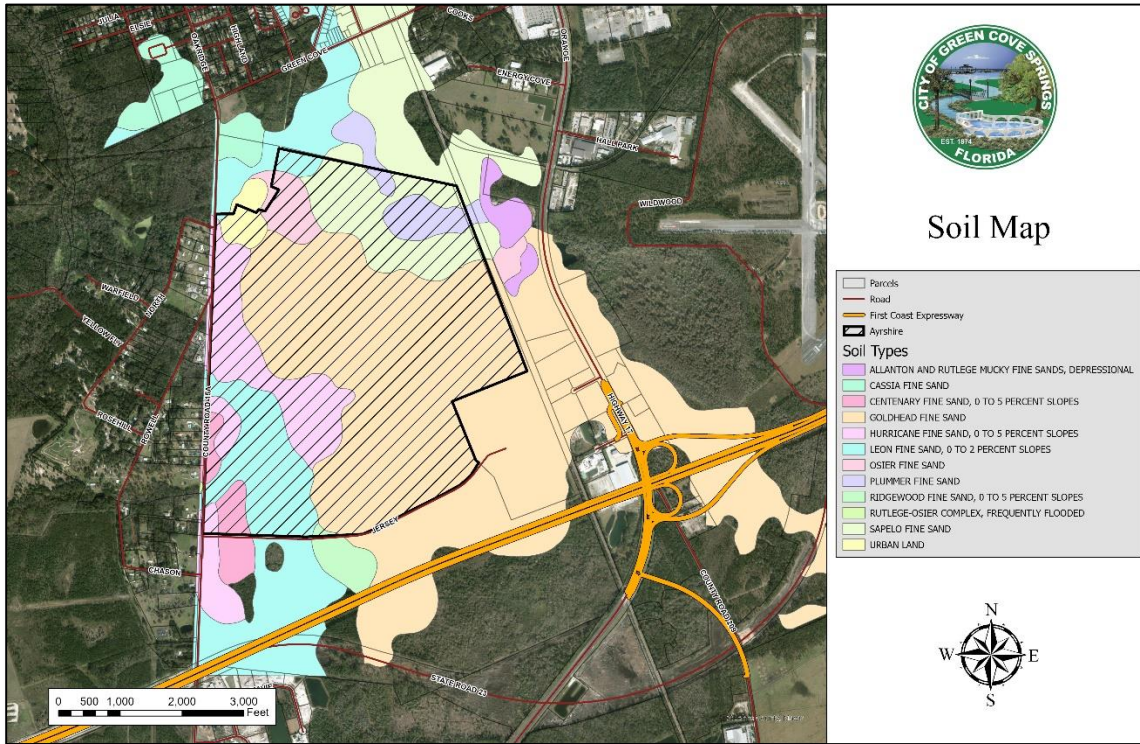
GOAL 5

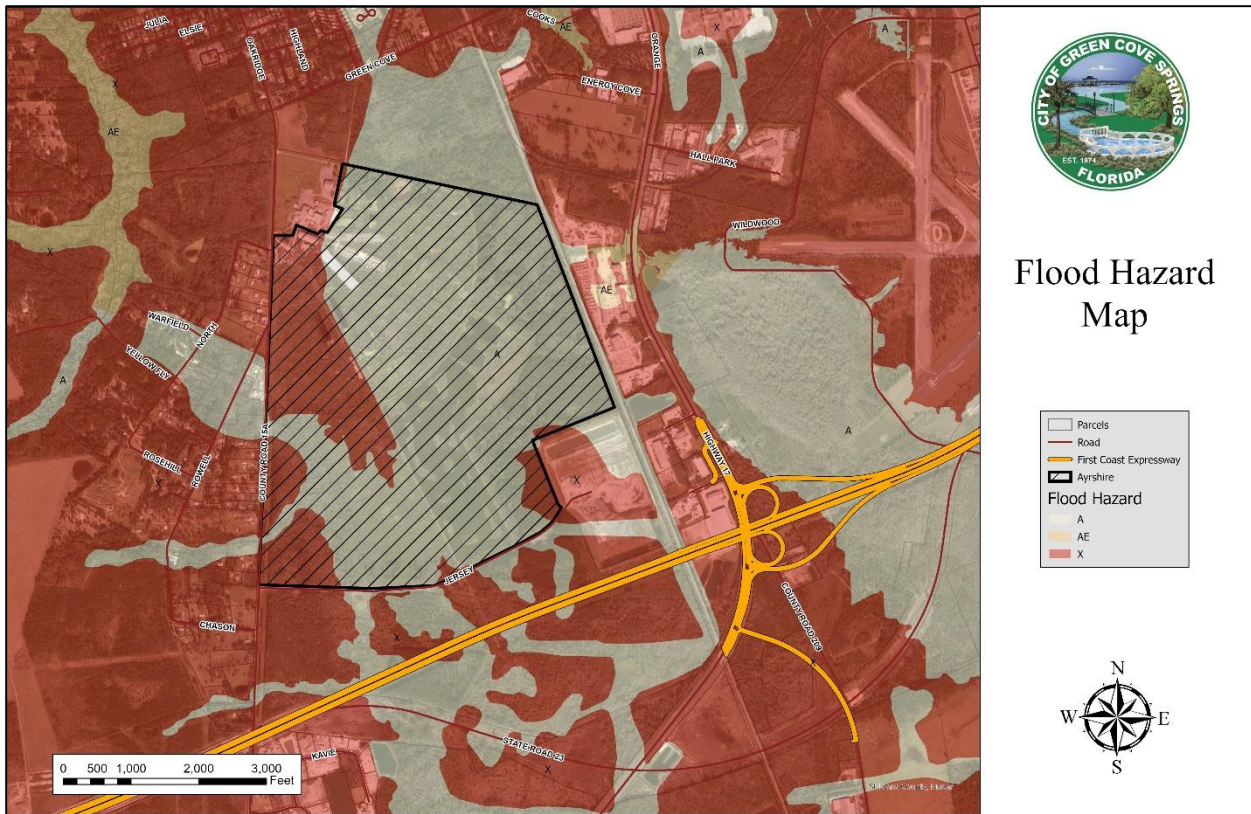
The City of Green Cove Springs shall conserve, utilize, and protect its natural resources to ensure that adequate resources are available for future generations.

Analysis of Consistency: The applicant hired Carter Environmental Services to provide an Environmental Report which is included within the packet. The report identifies the environmental processes that will have to be followed in order to move forward with the development of this property. The City, and designated state agencies will work together to ensure the protection of natural resources during development. Portions of the land will be retained as open space for visual enjoyment and conservation purposes.

Environmental Conditions Analysis

Maps of Environmental Features





Wetlands

According to the National Wetlands Inventory, most of the property is a Freshwater Emergent Wetland with a small portion being a Freshwater Forested/Shrub Wetland. The developer has hired Carter Environmental Services who has delineated the wetlands on the property. The developer shall be required to secure all required permit from the Florida Department of Environmental Protection and the St John's River Water Management District prior to development approval

Soils

There are currently 8 types of soils located onsite:

- Goldhead Fine Sand, which encompasses most of the site, is a poorly drained soil;
- Hurricane Fine Sand is a gently sloping, somewhat poorly drained soil;
- Sapelo Fine Sand is a gently sloping, poorly drained soil;
- Leon Fine Sand is a gently sloping, poorly drained soil;
- Plummer Fine Sand is a gently sloping, poorly drained soil;
- Centenary Fine Sand is a gently sloping, moderately well drained soil;
- Urban Land is an unranked soil;
- Ridgewood Fine Sand is a gently sloping, somewhat poorly drained soil;

All new development shall be required to meet the stormwater management requirements of the St John's Water Management District.

Flood Zones

According to the FEMA Flood Map Service Center, the project site is located primarily within FEMA Flood Zone A, which has a 1% annual chance of flooding and is within the 100-year floodplain. A small portion on the western edge of the property within FEMA Flood Zone X, which is outside the 100-year floodplain.

Wellfield Protection Zone

The project site is not located within or adjacent to a wellfield protection zone.

Historic Structures and Markers

There are no historic structures or markers found on the site.

Public Facilities Impact

Traffic Impacts

Land Use ¹ (ITE)	Dwelling Units/SF	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
Maximum Development Potential Based on Existing FLU							
Single Family Residential (ITE 210)*	540*	9.57	5,168	.75	405	1.01	545
Light Industrial**	4,143,863**	6.97	28,883	.92	3,812	.97	4,020
Total	-	-	34,051	-	4,217	-	4,565

*Based on maximum density for Rural Fringe Future Land Use Designation and Industrial Park Future Land Use designation.

**Based on maximum square footage for in the Industrial Park Future Land Use Designation.

Land Use ¹ (ITE)	Units	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
Proposed							
Single Family Residential (ITE 210)	2,100	9.57	21,456	.75	1,681	1.01	2,264
Total	-	-	21,456	-	1,681	-	2,264

1. Source: Institute of Transportation Engineers: Trip Generation Manual 8th Edition

Conclusion: The proposed Future Land Use Amendment would result in a decrease of potential traffic at the subject property as set forth in the above traffic impact table. A traffic study for 2,100 single family residential units has been submitted and is being reviewed by City staff and the Florida Department of Transportation (FDOT) pursuant to the City's Traffic Study Guidelines that all roadway facilities shall operate at the required Level of Service as set forth in the Comprehensive Plan.

Potable Water & Sanitary Sewer Impacts

Potable Water and Sanitary Sewer will be provided by the Clay County Utility Authority (CCUA). CCUA provides water and wastewater services to most residents within the unincorporated county, as well as some

local municipalities and a portion of Bradford County. According to their 2017 Evaluation and Appraisal Report, Clay County determined the regional facilities serving the county are capable of meeting projected demand through 2040.

Potable Water Impacts

System Category	Gallons Per Day (GPD)
Current Permitted Capacity ¹	34,000,000
Less Actual Water Flows	11,900,000
Projected Potable Water Demand from Proposed Project ¹	653,100

1. Source: Clay County 2040 Comprehensive Plan Exhibit C Community Facilities Element. Formula Used: 2100 dwelling units x 311 gallons per day

Conclusion: The project shall be served by the Clay County Utility Authority (CCUA). CCUA has adequate capacity for the proposed demand. The City has approved an agreement with CCUA to provide temporary service for up to 300 units until such time as CCUA has the facilities in place to serve the development.

Sanitary Sewer Impacts

System Category	Gallons Per Day (GPD)
Projected Wastewater Demand from Proposed Project ²	585,900

1. Source: Clay County 2040 Comprehensive Plan Exhibit C Community Facilities Element. Formula Used: 2100 dwelling units x 279 gallons per day

Conclusion: The project shall be served by the Clay County Utility Authority (CCUA). CCUA shall add an additional phase to the Governor's Park Plant to serve this development. The City has approved an agreement with CCUA to provide temporary service for up to 300 units until such time as CCUA has the facilities in place to serve the development.

Recreation Impacts

The Developer will be required to provide 5 acres of Recreational Space per 1,000 persons projected. Assuming the property is developed with the maximum number of single-family dwellings allowed per the proposed future land use, 2,100 units, with 2.65 persons per dwelling unit, the minimum required Recreational Space the developer would need to provide would be 27.825 acres.

Solid Waste Impacts

System Category	LBs Per Day / Tons per Year
Solid Waste Generated by Proposed Project ¹	44,520 lbs. / 8,124.9 tons
Solid Waste Facility Capacity ²	Minimum 3 Years Capacity

1. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: (2100 dwelling units x 2.65 persons per dwelling unit x 8 lbs. per day)

2. Source: Clay County Comprehensive Plan

Conclusion: The City of Green Cove Springs' solid waste is disposed of at the Rosemary Hill Solid Waste Management Facility operated by Clay County. Per the Clay County Comprehensive Plan, a minimum of three (3) years capacity shall be maintained at the County's solid waste management facility. The estimated impacts from the proposed development are not expected to negatively impact the City's adopted LOS or exceed the County solid waste management facility's capacity.

Public School Facilities Impact

Conclusion: The School District of Clay County has provided a school capacity determination, which is included in this packet. The report shows that there is no capacity for Elementary Schools and partial capacity for Junior High Schools with the School Concurrency Service Areas.

STAFF RECOMMENDATION

Staff recommends approval of Ordinance O-06-2021, the proposed rezoning from Agriculture/Industrial (County) to PUD for 560.62 acres for the Ayrshire Development (a portion of parcel # 016515-000-00) subject to the following conditions:

1. Shall be subject to the requirements of the site-specific Future Land Use policy set forth in Ordinance O-04-2021.
2. No more than 231 residential dwelling units may be constructed prior to the construction, approval and dedication of a four-lane roadway connecting the subject property to US 17.
3. The Developer's Agreement stipulating the provision and improvements for agreed upon payments for public facilities shall be approved at such time as the traffic study mitigation requirements have been determined through the Intersection Control Evaluation (ICE) Procedure administered by the Florida Department of Transportation. No additional development order can be issued until such time as the Developer's Agreement is approved by City Council.
4. Show 20' natural and/or planted buffer on CR 15 A on the PUD conceptual plan.
5. Revise Exhibit D of the PUD Written Description to include a minimum of one canopy tree that is at least 2.5" diameter breast height (DBH).

Motion to approve proposed Ordinance O-06-2021 to rezone the Ayrshire Development (a portion of parcel #016515-000-00 subject to the following conditions:

1. Shall be subject to the requirements of the site-specific Future Land Use policy set forth in Ordinance O-04-2021.
2. No more than 231 residential dwelling units may be constructed prior to the construction, approval and dedication of a four-lane roadway connecting the subject property to US 17.
3. The Developer's Agreement stipulating the provision and improvements for agreed upon payments for public facilities shall be approved at such time as the traffic study mitigation requirements have been determined through the Intersection Control Evaluation (ICE) Procedure administered by the Florida Department of Transportation. No additional development order can be issued until such time as the Developer's Agreement is approved by City Council.
4. Show 20' natural and/or planted buffer on CR 15 A on the PUD conceptual plan.
5. Revise Exhibit D of the PUD Written Description to include a minimum of one canopy tree that is at least 2.5" diameter breast height (DBH).

ORDINANCE NO. O-06-2021

AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA REZONING ±560.52 ACRES OF PROPERTY LOCATED EASTERLY OF OAKRIDGE AVENUE / COUNTY ROAD 15A; IDENTIFIED AS A PORTION OF TAX ID # 016515-000-00 AND MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, and SHOWN IN EXHIBIT “B” FROM AGRICULTURAL (COUNTY) AND INDUSTRIAL (COUNTY) TO PUD – PLANNED UNIT DEVELOPMENT, SPECIFICALLY DESCRIBED IN EXHIBIT “C”; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

RECITALS

WHEREAS, an application for a site-specific amendment to the Official Zoning Map, as described below, has been filed with the City by Ellen Avery-Smith, Esq., of Rogers Tower, PA, (“Agent”) on behalf of Gustafson’s Cattle, Inc., (“Owner”); and

WHEREAS, the Owner desires to obtain approval for a Planned Unit Development (“PUD”) in the City known as Ayrshire Planned Unit Development (“PUD” or “Project”); and

WHEREAS, the Owner wishes to construct the Project, consisting of a 2,100-unit single family attached and detached subdivision, on a portion of 016515-000-00, for which the legal description is attached hereto as Exhibit “A” and is herein referred to as the “Property”; and

WHEREAS, a duly advertised quasi-judicial public hearing on the proposed amendment was conducted on July 27, 2021 by the Planning and Zoning Board, sitting as the Local Planning Agency (LPA) and the LPA reviewed and considered comments received during the public hearing concerning the application and made its recommendation for approval to the City Council; and

WHEREAS, the City Council considered the recommendations of the LPA at duly advertised quasi-judicial public hearings on August 3, 2021 and August 17, 2021 and provided for and received public participation; and

WHEREAS, the City Council has determined and found said application for the amendment, to be consistent with the City of Green Cove Springs Comprehensive Plan and Land Development Regulations; and,

WHEREAS, for reasons set forth in this Ordinance that is hereby adopted and incorporated as findings of fact, that the Green Cove Springs City Council finds and declares that the enactment of this amendment is in the furtherance of the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or general welfare.

NOW, THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA AS FOLLOWS:

Section 1. Findings of Fact and Conclusions of Law.

1. The above recitals are true and correct and incorporated herein by reference.
2. The proposed site-specific amendment to the Official Zoning Map is consistent with the Comprehensive Plan and Land Development Regulations.
3. The amendment will not cause a reduction in the adopted level of service standards for transportation, potable water, sanitary sewer, solid waste, stormwater, recreation, or public schools.

Section 2. Official Zoning Map Amended. The Official Zoning Map is hereby amended for newly annexed property from the County's Industrial and Agricultural designations to Planned Unit Development, PUD, for a portion of Tax Parcel 38-06-26-016515-000-00, in accordance with the legal description found in Exhibit "A" and map found in Exhibit "B" attached hereto and incorporated herein.

Section 3. Development Parameters. The development shall follow the parameters set forth in the PUD Written Description found in Exhibit "C" and the Conceptual Map found in Exhibit "D" attached hereto and incorporated herein.

Section 4. Ordinance to be Construed Liberally. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety and welfare of the citizens and residents of Green Cove Springs, Florida.

Section 5. Repealing Clause. All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 6. Severability. It is the declared intent of the City Council of the City of Green Cove Springs that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by any court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance, and the remainder of the ordinance after the exclusions of such part or parts shall be deemed to be valid.

Section 7. Effective Date. This Ordinance shall be effective upon its passage and adoption on the second and final reading.

INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS 7th DAY OF APRIL 2020.

FLORIDA

CITY OF GREEN COVE SPRINGS,

Edward R. Gaw, Mayor

ATTEST:

Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY
COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA,
THIS 21ST DAY OF APRIL 2020.**

FLORIDA

CITY OF GREEN COVE SPRINGS,

Edward R. Gaw, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney

EXHIBIT “A”

LEGAL DESCRIPTION:

January 08, 2021

Work Order No. 21-008.00

File No. 127E-39.00A

Ayrshire North Re-Zoning

A portion of Section 38 of the George I.F. Clarke Grant, Township 6 South, Range 26 East, Clay County, Florida, being a portion of those lands described and recorded in Official Records Book 1545, page 513 of the Public Records of said county and being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Easterly right of way line of County Road 15A, (South Oakridge Avenue), a 100 foot right of way as presently established with the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established; thence Southerly along said Easterly right of way line and along the arc of a curve concave Westerly having a radius of 1959.86 feet, through a central angle of 14°47'09”, an arc length of 505.76 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 05°15'37” East, 504.36 feet; thence South 02°07'57” West, continuing along last said Easterly right of way line, 1331.79 feet to the Southwest corner of those lands described and recorded in Official Records Book 3863, page 203 of said Public Records and the Point of Beginning.

From said Point of Beginning, thence Easterly and Northeasterly along the Southerly and Southeasterly boundary of last said lands, the following 12 courses: Course 1, thence South 88°31'42” East, departing last said Easterly right of way line, 282.59 feet; Course 2, thence North 21°17'17” East, 161.55 feet; Course 3, thence South 68°42'43” East, 287.10 feet; Course 4, thence South 58°52'43” East, 32.90 feet; Course 5, thence South 37°48'54” East, 22.40 feet; Course 6, thence North 70°53'31” East, 15.20 feet; Course 7, thence North 34°14'49” East, 52.23 feet; Course 8, thence South 88°17'22” East, 94.17 feet; Course 9, thence North 31°43'31” East, 427.82 feet; Course 10, thence North 73°46'32” West, 158.11 feet; Course 11, thence North 13°06'51” East, 477.10 feet; Course 12, thence North 10°55'57” East, 142.00 feet to a point lying on the Southwesterly line of those lands described and recorded as Parcel “A” in Official Records Book 3316, page 1098 of said Public Records; thence South 77°06'26” East, along last said line, 2932.48 feet to the Northwest corner of those lands described and recorded in Official Records Book 3855, page 1391 of said Public Records; thence Southerly along the westerly line thereof, the following 3 courses: Course 1, thence South 21°54'49” East, 3242.16 feet; Course 2, thence South 68°05'09” West, 1307.43 feet; Course 3, thence South 21°54'51” East, 1003.87 feet to a point lying on the Northerly line of an Access and Maintenance Easement as described and recorded in Official Records Book 3855, page 1394 of said Public Records; thence Westerly along said Northerly line, the following 26 courses: Course 1, thence South 37°01'31” West, 149.07 feet to the point of curvature of a curve concave Northwesterly having a

radius of 955.00 feet; Course 2, thence Southwesterly along the arc of said curve, through a central angle of $16^{\circ}37'06''$, an arc length of 276.99 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $45^{\circ}20'05''$ West, 276.02 feet; Course 3, thence South $67^{\circ}24'13''$ West, along a non-tangent line, 105.10 feet; Course 4, thence South $53^{\circ}45'05''$ West, 12.16 feet; Course 5, thence South $13^{\circ}14'26''$ West, 24.72 feet; Course 6, thence South $63^{\circ}07'28''$ West, 859.11 feet; Course 7, thence North $26^{\circ}52'32''$ West, 5.00 feet; Course 8, thence South $63^{\circ}07'28''$ West, 382.73 feet; Course 9, thence North $26^{\circ}52'32''$ West, 31.65 feet; Course 10, thence South $63^{\circ}07'28''$ West, 74.60 feet; Course 11, thence South $26^{\circ}52'32''$ East, 36.65 feet; Course 12, thence South $63^{\circ}07'28''$ West, 102.14 feet to the point of curvature of a curve concave Northerly having a radius of 955.00 feet; Course 13, thence Westerly along the arc of said curve, through a central angle of $22^{\circ}47'15''$, an arc length of 379.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $74^{\circ}31'05''$ West, 377.32 feet; Course 14, thence South $85^{\circ}54'43''$ West, 731.91 feet; Course 15, thence North $04^{\circ}05'17''$ West, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 250.00 feet; Course 16, thence Westerly along the arc of said curve, through a central angle of $05^{\circ}44'03''$, an arc length of 25.02 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $88^{\circ}46'45''$ West, 25.01 feet; Course 17, thence North $88^{\circ}21'14''$ West, 61.78 feet; Course 18, thence North $19^{\circ}49'14''$ West, 8.30 feet; Course 19, thence North $55^{\circ}44'57''$ West, 30.16 feet; Course 20, thence South $67^{\circ}18'10''$ West, 29.23 feet; Course 21, thence South $07^{\circ}09'24''$ West, 17.00 feet; Course 22, thence North $88^{\circ}21'14''$ West, 362.37 feet; Course 23, thence South $01^{\circ}38'46''$ West, 5.00 feet; Course 24 thence North $88^{\circ}21'14''$ West, 800.00 feet; Course 25, thence North $01^{\circ}38'46''$ East, 10.00 feet; Course 26, thence North $88^{\circ}21'14''$ West, 355.52 feet to a point lying on the aforementioned Easterly right of way line of County Road 15A; thence North $02^{\circ}07'57''$ East, along last said Easterly right of way line, 5150.65 feet to the Point of Beginning.

Containing 560.52 acres, more or less.

EXHIBIT "B"

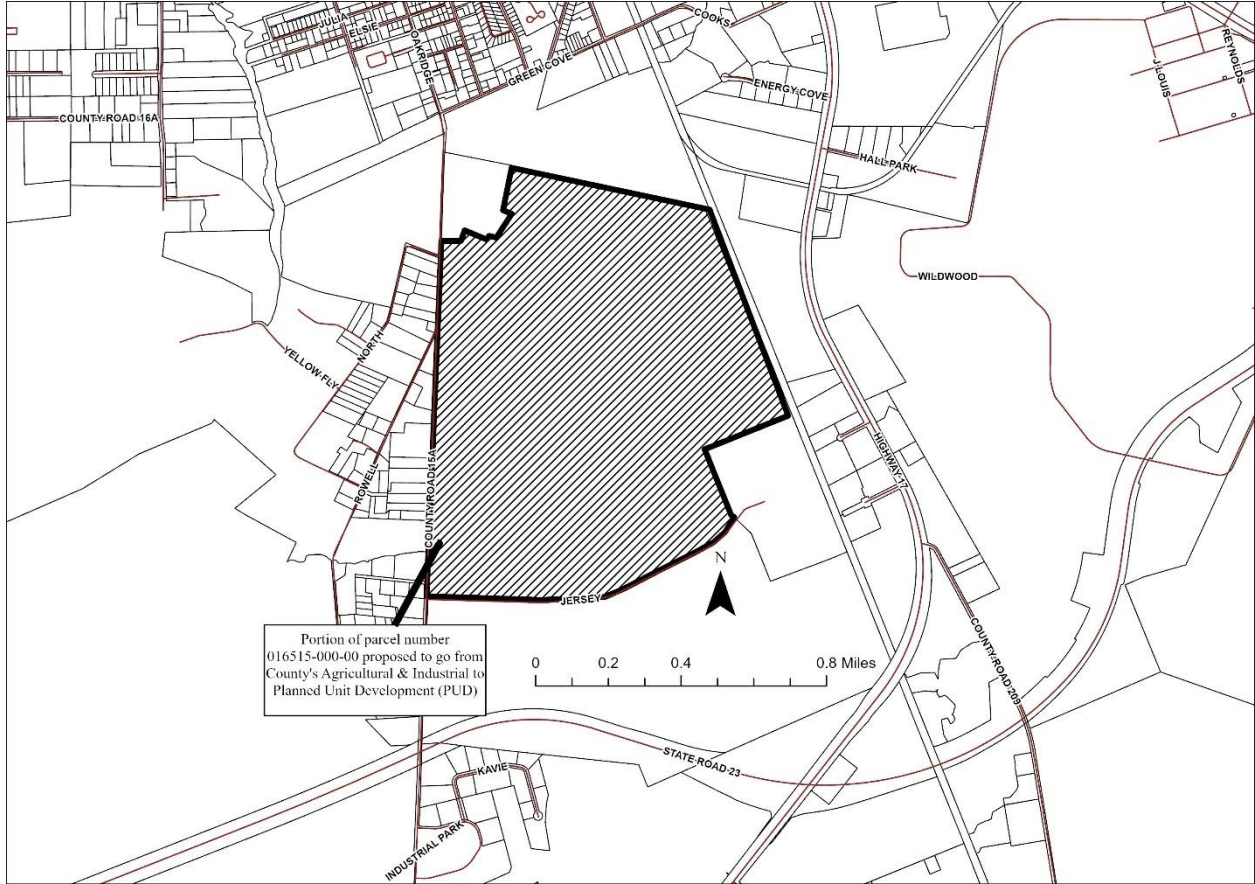


EXHIBIT “C” -- PUD Written Description

Ayrshire Planned Unit Development

City of Green Cove Springs, Florida

March 22, 2021
Revised April 5, 2021
Revised June 28, 2021
Revised July 9, 2021

Team Roster

Owners:

Gustafson’s Cattle, Inc.
P.O. Box 600337
Jacksonville, Florida 32260

Applicant:

D.R. Horton, Inc. – Jacksonville
Bob Porter, Anthony Sharp, John Gislason
4220 Race Track Road
St. Johns, Florida 32259
(904) 421-4612

Land Planning/Civil Engineering:

Dunn & Associates, Inc.
Vince Dunn, David Taylor
8647 Baypine Road, Suite 200
Jacksonville, Florida 32256
(904) 363-8916

Transportation:

Chindalur Traffic Solutions, Inc.
Rajesh Chindalur
8833 Perimeter Park Boulevard, Suite 103
Jacksonville, Florida 32216
(904) 619-3368

Legal:

Rogers Towers, P.A.
Ellen Avery-Smith, Esq.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086
(904) 825-1615

Exhibit List:

- Exhibit “A” – Legal Description of the Property
- Exhibit “B” – Conceptual Development Plan
- Exhibit “C” – Collector Road Typical Section
- Exhibit “D” – Typical Landscape Plan

A. Development Summary

This application proposes to rezone approximately 561 acres (the “Property”) from Agriculture (AG) and Industrial Select (IS) (Clay County) to Planned Unit Development (PUD) in the City of Green Cove Springs. The Property is owned by Gustafson’s Cattle, Inc. and is under contract for purchase by D.R. Horton, Inc. – Jacksonville (the “Applicant”). A legal description of the Property is attached as Exhibit “A”.

The requested PUD rezoning application is a companion to applications to annex the Property into the City of Green Cove Springs and to change the Future Land Use Map designation from Industrial and Rural Fringe (Clay County) to Residential Low Density in the City. The PUD is consistent with the proposed City Future Land Use Map (“FLUM”) designations set forth in the City of Green Cove Springs Comprehensive Plan.

The Property is located east of County Road 15A, north and west of U.S. Highway 17 and south of the current corporate limits of Green Cove Springs. The City owns a vacant regional park site to the north of the Property. The rest of the Property is surrounded by industrial and residential lands, some of which are developed and others are vacant.

The Applicant will provide roads, utilities, parks and other infrastructure to serve the Property. A majority of the on-site wetlands will be preserved and set aside to enhance the natural attributes of the site.

Unless specified otherwise in this PUD text and the PUD ordinance approving the same, the project will comply with applicable provisions of the City of Green Cove Springs Land Development Code (the “Code”).

B. The Property

The Property includes approximately 561 acres. Wetlands will be delineated pursuant to requirements of the St. Johns River Water Management District (“District”) and Florida Department of Environmental Protection (“FDEP”), and any proposed wetland impacts will be permitted by the District and Corps. A conceptual site plan for the Property is illustrated on the Conceptual Development Plan attached as Exhibit “B”.

C. Residential Development

The Property will include a maximum of 2,100 residential units, which will include single-family and townhome dwellings. No more than 30 percent of the residential units will be townhomes. Approximately 462 acres of the Property are developable.

The Property will also include parks and other recreational areas to serve the proposed residential development. Temporary construction offices and trailers, and essential services including roads, water, sewer, gas, telephone, stormwater management facilities, radio,

television and electric and cellular communication towers will be permitted within residential portions of the project.

D. Non-residential Development

There will be no non-residential development within the Property except for uses ancillary to the residential development described in Section C hereof.

E. Site Development Criteria

1. Residential Criteria

a. Single-Family Residential:

1. Setbacks: The minimum building setbacks are as follows:

a. A minimum of 50 feet from the right-of-way of County Road 15A and 20 feet from the primary internal access road labeled Jersey Avenue on the Conceptual Development Plan.

b. Lot setbacks are: Front Yard: 20 feet from face of garage, 15 feet from front facade of house; 10 feet on Corners (with no vehicular access from Corner front yard)

Rear Yard: 10 feet

Side Yard: 6.5 feet for 43-foot-wide lots; 5 feet for all other lots

2. Building height: Buildings shall not exceed 35 feet in height.

3. Minimum lot size: 4,300 square feet.

4. Minimum lot width: 43 feet. No more than 50 percent of lots within the Project will be 43 feet wide. All other lots will be a minimum of 50 feet wide.

5. Maximum impervious surface ratio: 40 percent for the Property (the entire PUD).

6. Maximum lot coverage by buildings: 60 percent per Lot.

7. Density: There are approximately 561 acres designated for residential use within the Property. The Residential Low Density Future Land Use designation of the Property allows a maximum density of four (4) units per acre. The proposed density of 3.75 units per acre is consistent with the requirements for the Residential Low Density Future Land Use category set forth in the Green Cove Springs Comprehensive Plan.

8. Parking: Each residence will have two (2) parking spaces. Single-family homes will have enclosed garages that are a minimum of 200 square feet (10 feet by 20 feet). Recreational vehicles, boats and trailers shall not be

parked in front yards, or in the minimum required side yards and shall be screened from view. The Applicant shall record a homeowners' association ("HOA") declaration of restrictive covenants against title to the Property that limits parking to one side of the street.

2. Townhome Criteria

a. Setbacks: The minimum building setbacks are as follows:

1. A minimum of 50 feet from the right-of-way of County Road 15A and 20 feet from the primary internal access road labeled Jersey Avenue on the Conceptual Development Plan.
2. Lot setbacks are: Front Yard: 15 feet
Rear Yard: 10 feet
Side Yard: 10 feet from property lines, 0 feet for interior lots with common wall lines, minimum 20 feet of separation between buildings

b. Building height: Townhome buildings shall not exceed 45 feet in height.

c. Minimum lot size: 1,200 square feet

d. Minimum lot width: 15 feet.

e. Maximum impervious surface ratio: 40 percent for the Property (the entire PUD).

f. Maximum lot coverage by buildings: 75 percent per townhome parcel.

g. Density. See Section E.1.a.7 for residential density calculation.

h. Parking: Townhome units will have two (2) parking spaces per unit. The townhome area shall also include one (1) guest parking space for each four (4) dwelling units.

3. Signage. On-site signs shall be permitted within the Property. Project signage shall meet the applicable requirements of Code Sections 125-13 and 125-14 except as follows:

a. At each project entrance along County Road 15A, the Applicant shall be permitted one (1) ground sign, with a maximum of 32 square feet of advertising display area. These signs will not exceed 12 feet in height. The generation locations of these signs will be depicted on applicable construction plans. Project signs may be lighted or illuminated. The Applicant may construct a fence, masonry wall or berm or install landscaping and/or vegetation (or provide a combination thereof) to compliment the entrance feature.

b. Construction and/or advertising signs shall be allowed as on-site temporary signs. Such signs must be removed within 30 days after the last unit is sold. The signs may be two (2) sided with each face limited to 16 square feet.

- c. Various locational, directional, model home and traffic control signs shall be allowed on site to direct traffic and for identification of sales offices, recreation areas, etc. Such signs will be a maximum of six (6) square feet in size.

G. Infrastructure

1. Drainage: A master stormwater management system shall be owned, constructed and maintained by a homeowners' association ("HOA") or a community development district ("CDD"). The stormwater management system will be constructed in accordance with the requirements of the City of Green Cove Springs and the St. Johns River Water Management District, including the construction of pond sides that slope gently into the ponds for safety purposes. The City shall have no responsibility for the ownership, operation or maintenance of stormwater ponds located within the Property, and the HOA or CDD will assume responsibility for all issues related to maintenance and operation of such ponds. The HOA or CDD shall have the right, but not the obligation, to install fences around some or all stormwater ponds within the Property; provided, however, that if pond slopes exceed 4:1, the HOA or CDD will be required to install fencing around applicable ponds. Final HOA or CDD documents will be submitted with the final plat application. The conceptual master stormwater plan for the entire PUD shall be approved prior to the City's approval of the first final plat.
2. Site Access: Vehicular access within the Property connects off-site to County Road 15A and U.S. Highway 17 in the locations depicted on the Conceptual Development Plan. The primary site access collector road will be constructed in accordance with the typical section attached as **Exhibit "C"**. Streets interior to the project shall be publicly dedicated. Traffic calming techniques, including but not limited to raised intersections, traffic circles and shared multi-modal spaces, will be encouraged.
3. Pedestrian Circulation: An eight (8)-foot multi-use path shall be provided along one side of the primary access collector road from U.S. 17 (if the PUD is connected to U.S. 17) to County Road 15A (including east of the railroad track). No sidewalk shall be provided on the other side of such collector road. Internal project pedestrian circulation will be provided via sidewalks on one side of internal streets. No sidewalks will be provided on the other side of internal streets. Sidewalks shall be five (5) feet in width and shall be provided on one side of residential streets. Sidewalks will connect to all project park sites. Any sidewalks constructed along County Road 15A shall be six (6) feet in width, to the extent there is right-of-way adequate for six (6)-foot sidewalks.
4. Parks, Open Space and Recreational Facilities: The project will provide a minimum of five (5) acres of parks for every 1,000 residents, per Comprehensive Plan Policy 6.3.4. The project will be presumed to have 2.65 residents per unit for the purposes of calculating park requirements under this PUD. Based on this

calculation, the project will provide a minimum of 27.825 acres of parks. The Applicant, its successors and assigns, will provide recreational facilities which may include an amenity center, swimming pool, playgrounds, tot lots, pickleball courts, dog parks, walking trails, multi-purpose trails and others to serve the community. The project will include an approximately ten (10)-acre passive park located adjacent to the large pond in the central portion of the Property that contains bird rookeries (the “**Passive Park**”). The Passive Park will be owned by a community development district and will be available for use by Ayrshire residents and members of the public. The Passive Park will contain walking trails and an observation tower overlooking the rookeries.

5. Solid Waste Collection: Solid waste collection will be provided by the City.
6. Utilities: All utilities within the Project shall be underground, to the extent feasible. As part of the subdivision approval of this project, Ayrshire will extend Green Cove Springs water and wastewater facilities to the initial phase of the development. Subsequent phases will be served by CCUA once its new water and wastewater plants are completed. The Applicant will submit an underground electric layout for the project to the City for approval prior to final Construction Improvement Plan approval.
7. Transportation Systems: All transportation systems will comply with applicable provisions of City Code Chapter 113, Article II, Division 2, except for (a) the primary access collector road, for which the typical section is attached as **Exhibit “C”**; (b) roadways will be designed with a minimum 45-foot paved radius for cul-de-sacs, with a minimum 50 feet of right-of-way and with a ten (10)-foot utility easement; and (c) except as otherwise set forth in this PUD ordinance and its exhibits.

H. Buffering and Landscaping

1. Perimeter Buffer: A natural or landscaped buffer a minimum of 30 feet wide shall be located along the perimeters of the Property, except that the buffer along County Road 15A shall be 95 feet wide (will include existing electric and other utility easements and a minimum 20 feet of natural or landscaped area) and the buffer along the railroad line and adjacent to the property owned by Martin Marietta shall be 100 feet wide. The Applicant will be permitted to construct sidewalks within the perimeter buffer, in the general locations depicted on the Conceptual Development Plan. Buffer areas will be owned and maintained by an HOA or CDD.
2. Landscaping. A typical landscape plan for the Property is attached hereto as **Exhibit “D”**. Tree mitigation and landscaping will comply with applicable provisions of Code Chapter 113, Article VI. Street trees for all roadways, including the north side of Jersey Avenue, shall comply with applicable provisions of City Code Section 113-244. Parking lots that contain more than 10 parking spaces shall meet

applicable landscape requirements of City Code Section 113-246. Parking areas with ten (10) or fewer spaces will be required to provide a minimum of one (1) canopy tree, as defined by City Code, a minimum of 2.5 inches diameter breast height (“dbh”) at the time of planting, which will be planted in an area a minimum size of 200 square feet. Such tree shall be irrigated through the establishment period. The Applicant will provide tree surveys for portions of the Property subject to development with the filing of construction plans for such areas. Such tree surveys shall show all existing trees 12 inches dbh or larger and shall detail which of such trees are proposed to be saved and removed. No tree surveys will be provided for areas of the Property that will remain undisturbed. A canopy tree of a minimum 2.5 inches dbh at the time of planting shall be planted on each single-family lot prior to the City’s issuance of a certificate of occupancy. Such trees shall be irrigated through the establishment period.

3. Upland Buffers: An averaged 25-foot natural vegetative upland buffer shall be required and maintained between developed area and contiguous wetlands. The 25 feet shall be measured from the State jurisdictional wetland line.

I. Temporary Uses

Ten (10) percent of the homes within the PUD may be constructed as model homes with approved construction plans. The model homes may be built during construction of the infrastructure and may be used for sales, administration and construction offices. The City will not issue certificates of occupancy for model homes until related infrastructure construction has been completed; cleared for service and accepted by all permitting agencies, including the City. Parking for the model homes and sales offices will be located within the driveway or adjacent lot. Model homes will be required to meet applicable building code requirements for business occupancy. Development of the site and construction of the improvements will require temporary uses such as construction trailers, sales offices, temporary signage and temporary access. Temporary construction and sales trailers will be removed no later than 30 days following the issuance of a certificate of occupancy for the last home constructed on the Property. The Applicant shall be permitted to erect temporary on-site construction and real estate signage on the Property.

J. Accessory Uses

Standard residential accessory uses will be allowed within the residential building areas of the site, including but not limited to decks, swimming pools, patios, air conditioning units, walkways and sidewalks.

Accessory uses such as private garages/mother-in-law suites and storage buildings; home occupations in compliance with applicable provisions of City Code Section 117-789; model homes; guardhouses; air conditioning units and related heating/cooling units; swimming pools and pool equipment; fences, walls or hedges; gazebos and other open-air structures; boardwalks, docks, and other similar uses shall be permitted within the Property. Accessory uses shall comply with the applicable development criteria set forth in Section E of this PUD text.

The following criteria will apply to mother-in-law suites:

1. The unit shall be accessory to and on the same property as a single-family dwelling unit.
2. The unit shall be developed in conjunction with or after development of the principal dwelling unit and the owner of the property must reside within either the principal or the accessory dwelling unit.
3. Not more than one (1) accessory dwelling unit per single-family residential lot is permitted.
4. No accessory dwelling unit shall be sold separately from the principal dwelling unit. The accessory dwelling unit and the principal dwelling unit shall be located on a single lot or parcel, or on a combination of lots or parcels.
5. The air-conditioned floor area of the accessory dwelling unit shall not exceed 50 percent of the air-conditioned floor area of the principal structure, The accessory dwelling unit shall be no less than 200 square feet of air-conditioned floor area.
6. The unit shall meet the site development criteria specified in Section E of this PUD text.
7. The unit shall be designed so that the exterior façade material is similar in appearance (material and color) of the existing principal structure.
8. A minimum of one (1), but not more than two (2) parking spaces shall be provided for the accessory dwelling unit, in addition to the spaces required for the principal dwelling unit.
9. Construction of the accessory dwelling unit, in combination with all structures on the property, shall not cause the maximum lot coverage of this PUD to be exceeded.
10. The accessory dwelling unit shall be serviced by centralized water and wastewater.
11. An accessory dwelling unit shall be treated as a townhome unit for impact fees.

K. Project Phasing

The project will be constructed in one (1), 20-year phase. Construction will be commenced by 2024 and shall be completed by December 31, 2044. For purposes of this PUD, “commencement” shall mean securing approved construction drawings. “Completion” shall be defined as the installation of horizontal infrastructure and City approval of as-builts.

L. Ownership Agreement

The Applicant, on behalf of itself and its successors and assigns, hereby agrees and stipulates to proceed with the proposed development in accordance with the PUD ordinance for this application as adopted by the Green Cove Springs City Council. The Applicant also agrees to comply with all conditions and safeguards established by the City of Green Cove Springs with respect to this Planned Unit Development application.

Exhibit "A"

Legal Description of the Property

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Containing 560.52 acres, more or less.

EXHIBIT "C"

Collector Road Typical Section

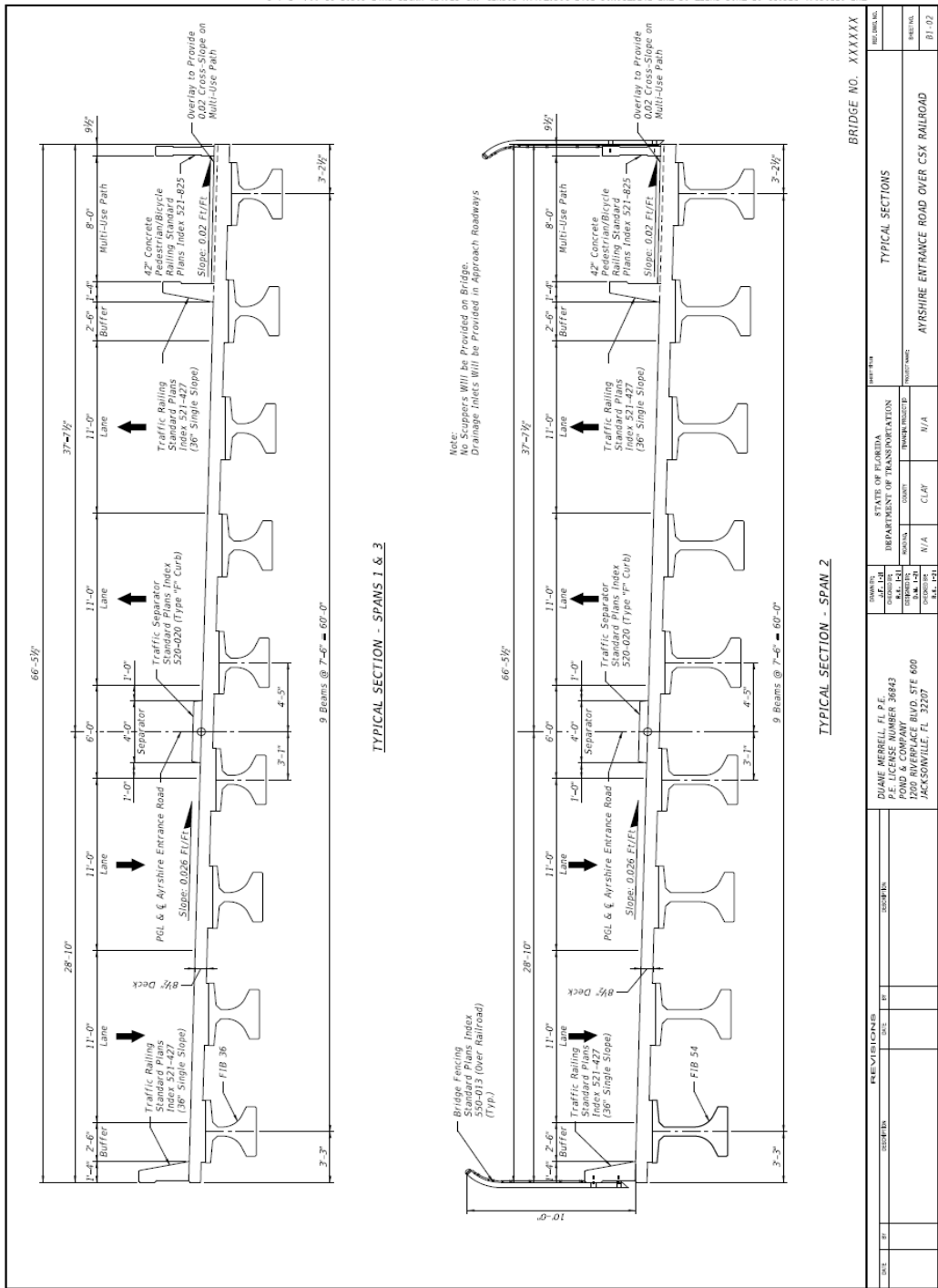
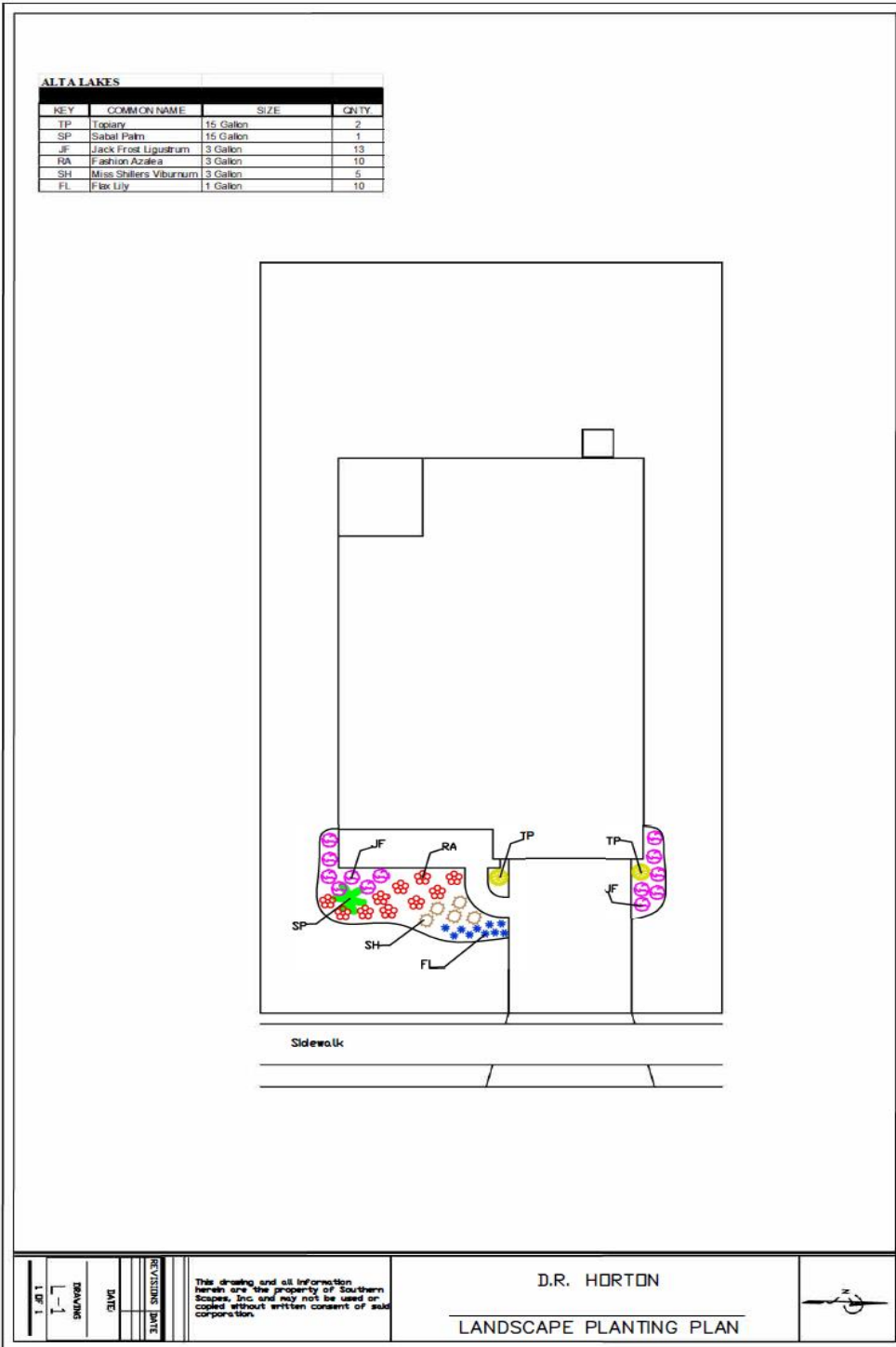


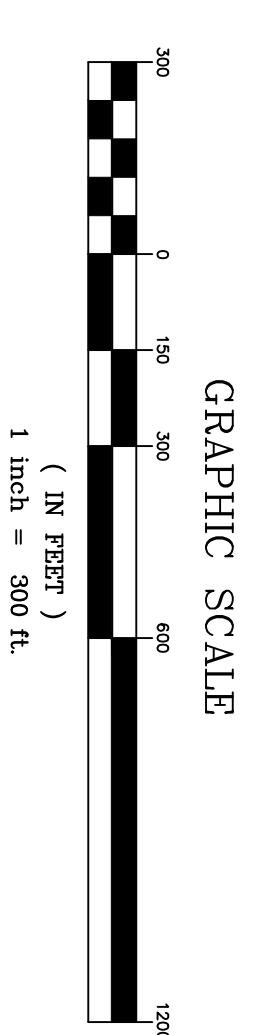
EXHIBIT "D"

Typical Landscape Plan



1 OF 1 DRAWING DATE REVISIONS DATE	This drawing and all information herein are the property of Southern Scapes, Inc. and may not be used or copied without written consent of said corporation.	D.R. HORTON LANDSCAPE PLANTING PLAN	
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EXHIBIT D, ORDINANCE O-06-2021



LEGEND

	= WETLANDS		= GENERAL ENTRY SIGNAGE LOCATION
	= UPLAND BUFFER		= OPEN SPACE
	= WETLAND IMPACT		
	= RECREATION		

SITE SUMMARY

- OWNER: GUSTAFSON'S CATTLE, INC. P.O. BOX 600337 JACKSONVILLE, FL 32260
- DEVELOPER: D.R. HORTON, INC. - JACKSONVILLE 4220 RACE TRACK ROAD JACKSONVILLE, FL 32259
- ENGINEER: DUNN & ASSOCIATES, INC. CIVIL ENGINEERS / LAND PLANNERS 8647 BOYDNE ROAD, SUITE 200 JACKSONVILLE, FL 32256 PH: (904) 363-8916 FAX: (904) 363-8917
- SUBSECTOR: ETM SURVEYING & MAPPING, INC. 14775 OLD ST. AUGUSTINE RD. JACKSONVILLE, FL 32258 PH: (904) 642-8850
- EXISTING/PROPOSED ZONING: AG & IS EXISTING PUD PROPOSED
- TOTAL SITE AREA SUMMARY: MINIMUM LOT SIZES = 43' x 100' MINIMUM SQUARE FOOTAGE = 4,300 SF MINIMUM LOT WIDTH = 43' FRONT SETBACK (FACE OF GARAGE) = 20' SECOND FRONT (CORNER LOTS) = 15' SIDE SETBACK (43' LOTS) = 10' REAR SETBACK (WIDER LOTS) = 6.5' MAX HEIGHT OF STRUCTURES = 10' = 35'
- FOR CORNER LOTS THE MIN. LOT WIDTH SHALL BE INCREASED BY 5'. MIN. FRONTAGE OF EACH LOT SHALL BE 80% OF ITS REQUIRED LOT WIDTH PROVIDED, HOWEVER THAT THE LOT FRONTAGE MAY BE REDUCED TO 25' ON CUT-DE-SACS AND CURVES.
- WATER SUPPLY: =CQUA
- SEWER SERVICE: =CQUA
- ELECTRICAL SERVICE: =CQUA
- PERMITS: ALL PERMITS SHALL BE OBTAINED PRIOR TO CONSTRUCTION.
- CONFORMANCE WITH P.U.D. ACCORDANCE WITH P.U.D. SLIDEWALKS SHALL BE 5' WIDE ON ONE SIDE OF ALL INTERNAL ROADWAYS AND AN 8' MULTI-PURPOSE PATH FROM SR 17 TO CR 15A.

SITE DATA

TOTAL GROSS ACREAGE	= 560.52 AC.
NUMBER OF RESIDENTIAL LOTS	= 2100 D.U. MAX.
MAXIMUM COVERAGE OF BLDGS & STRUCTURES	= 3.75 LOTS/ACRE
WETLANDS	= 60% OF LOT
WETLAND IMPACTS	= 30.08 EAC.
EXIST POND	= 10.48 EAC.
REMAINING UPLANDS	= 86.59 EAC.
LAND SWAP PARCEL	= 454.33 EAC.
LAKES R/W	= 83.00 EAC.
UPLAND R/W BUFFER	= 36.32 EAC.
PERMITS/REGISTRATION	= 79.19 EAC.
UPLAND BUFFER	= 24.20 EAC.
OPEN SPACE	= 8.38 EAC.
LANDSCAPE TRACT	= 12.86 EAC.
	= 3.53 EAC.

FLOOD ZONE

DEVELOPED AREA LOCATED WITHIN FLOOD ZONE "X" & "A" PER FEMA MAP NO. S 12019G0272E 12019G0280E, 12019G0281E & 12019G0283E. DATED MAR 17 2014. (NO BASE FLOOD ELEVATION ESTABLISHED PER FEMA).

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE. LOT LINES, LOT SIZES, ROADWAY NETWORK, RIGHT-OF-WAYS, STORM WATER PONDS AND SIGNAGE MAY BE ADJUSTED FOR ENGINEERING, GEOMETRY AND ANY GOVERNMENTAL AGENCY REQUIREMENTS AND AS SITE PLANNING REQUIRES.

REVISIONS

NO.	DATE	DESCRIPTION	BY:

DESIGNED BY:	DAI
DRAWN BY:	MR
CHECKED BY:	VID
SCALE:	1" = 300'
DATE:	July 8, 2021
PROJ. NO.:	2008-499

Dunn & Associates, Inc.
 CIVIL ENGINEERS / LAND PLANNERS
 8647 Boydne Road, Suite 200
 Jacksonville, Florida 32256
 Phone: (904) 363-8916 Fax: (904) 363-8917
 www.dunneng.com

AYRSHIRE
 FOR:
D.R. HORTON INC. - JACKSONVILLE
 GREEN COVE SPRINGS, FLORIDA
 ZONING MAP

P:\2008-499 AYRSHIRE\EXHIBITS\AYRSHIRE_ZM-1.DWG/8/2021 4:56 PM\Katie Beatty

NOT RELEASED FOR CONSTRUCTION

AYRSHIRE DEVELOPMENT AGREEMENT

THIS AYRSHIRE DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into on this ____ day of _____, 2021, by and between **D.R. HORTON, INC. – JACKSONVILLE**, a Delaware corporation (the “**Applicant**”), and the **CITY OF GREEN COVE SPRINGS**, a municipal corporation organized and existing under the laws of the State of Florida (the “**City**”). City, and Applicant may sometimes be referred to herein, collectively, as the “**Parties**.”

A. The Applicant attests and warrants that it is the contract purchaser of the property described in **Exhibit “A”** attached hereto and incorporated herein by this reference, which is located within unincorporated Clay County, Florida (the “**Property**”), and that Philip A. Fremento, as the Division President of Applicant, is authorized to execute all binding documents on behalf of Applicant.

B. The Applicant has applied to voluntarily annex the Property into the City pursuant to Section 171.044, Florida Statutes, and Ordinance No. 0-02-2021.

C. The Property is proposed to be given a Future Land Use Map (“**FLUM**”) designation of Residential Low Density. The Property is proposed to be zoned to Planned Unit Development (the “**PUD**”) and will be developed in accordance with these applicable future land use and zoning designations.

D. The Applicant desires to develop a residential project to be called Ayrshire on the Property, with a maximum of 2,100 single-family and townhome residential units (the “**Development**”).

E. The Applicant will construct certain public roadway, utility and other improvements, both on the Property and off-site, to mitigate for impacts of the Development, as set forth herein.

F. The Applicant and the City desire to enter into this Agreement to provide for the provision of certain site improvements that will benefit the Development and the public.

G. This Agreement is consistent with the City Charter, the City 2025 Comprehensive Plan and the City Land Development Code, as well as, with provisions of Chapter 163, Florida Statutes, Chapter 166, Florida Statutes, Chapter 187, Florida Statutes, Article VIII, Section 2(b), Constitution of the State of Florida and other applicable law and serves a public purpose.

H. The City has determined that the requirements of Section 163.3231, Florida Statutes, have been met in that:

- i. The City has adopted a local Comprehensive Plan that is in compliance.
 - ii. The proposed development of the Property is consistent with the City of Green Cove Springs 2025 Comprehensive Plan, including the Future Land Use Map.
 - iii. This Agreement constitutes a binding commitment on the part of the Applicant, its successors and assigns, to develop the Property consistent with the Comprehensive Plan and applicable provisions of the City of Green Cove Springs Land Development Code (the “City Code”).
- I. The following is the Public Facility Schedule applicable to the development of the Property through the thirty (30) years of this Development Agreement, to 2051:
- i. Transportation. Transportation capacities will be provided by the City or other agency as set forth in its regulations and Capital Improvement Program, as amended from time to time, and in compliance with the provisions of this Agreement and the respective responsibilities of the parties.
 - ii. Potable Water and Sanitary Sewer. The Clay County Utility Authority (the “CCUA”) will provide adequate water and wastewater service to the Property in accordance with local government development orders and interlocal agreements that have been and will be issued for development of the Property from time to time. The Applicant will construct water and sewer line extensions necessary to serve the Property, as well as other improvements in compliance with the provisions of this Agreement and the respective responsibilities of the parties.
 - iii. Solid Waste. The City will provide solid waste disposal to the Property through its solid waste collection franchisee.
 - iv. Drainage. Concurrently with development of the Property or portions thereof, the Applicant will provide drainage in accordance with St. Johns River Water Management District rules and in accordance with local government development orders that have been and will be issued for development of the Property from time to time, as well as other improvements in compliance with the provisions of this Agreement and the respective responsibilities of the parties.
 - v. Parks/Open Space. Concurrently with development of the Property or portions thereof, the Applicant will provide parks and open space as required in applicable provisions of the City Comprehensive Plan and PUD ordinance for the Property.
- J. The population density and maximum height possible for the Development under its FLUM, the PUD and current City Code include all uses in the Residential Low Density zoning district, up to a maximum of four (4) units per developable acre.
- K. This Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital

facilities for the development, encourages private participation and comprehensive planning and reduces the costs of development.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Findings of Fact**. The Recitals set forth above are true and correct and are incorporated herein by reference as Findings of Fact.

2. **Purpose and Intent**. The Applicant and the City desire to enter into this Agreement to address their respective responsibilities for both on-site and off-site improvements related to the Development. The Parties intend to utilize this Agreement to identify the methodology to be used for allocating costs for the potable water system, the sanitary sewer system, the stormwater system and the transportation system. In addition, the Agreement identifies the available credits to the Applicant, the potential for future credits, and the City's share of financial responsibility for improvements that may benefit the City's overall utility, stormwater and transportation systems beyond that needed for this Development. The Parties do not intend to vest the Development to current land development regulations, and Applicant or its successors and assigns will be required to meet all applicable codes at the time individual development orders or permits are sought.

3. **Public Facility Improvements**. CCUA will provide water and sanitary sewer services to the Property pursuant to separate utility agreements between CCUA and the Applicant. CCUA is the applicant for temporary City water and sewer service for the site. The Applicant agrees that Applicant or the developer of each parcel, as it is developed, within the Property, shall pay the water/sewer connection/tap costs/fees for lots, units or structures within the project at the time of issuance of a building permit for the particular improvement. The Applicant agrees that Applicant or the developer of each property, as they are developed, within the Property, shall abide by all applicable federal, state and local codes, design, permitting and construction standards, requirements, policies, rules and regulations for civil site plan, utilities, stormwater and buildings. In addition, the Parties agree to the following utility and infrastructure improvements:

A. **Potable Water System**.

- i. Applicant shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued and will pay all usual and customary costs associated with providing potable water on-site to the Property for its intended uses.
- ii. Applicant agrees to provide to CCUA any necessary easements on, under and across the Property for the construction, operation and maintenance of the potable water system.
- iii. Applicant shall be permitted to temporarily connect to the City water system for the first phase of the Development. If temporary capacity is

needed, the Applicant will provide such capacity in coordination with the City’s Public Works Department.

B. Sanitary Sewer System.

- i. Applicant shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued and will pay all usual and customary costs associated with providing sanitary sewer onsite to the Property for its intended uses.
- ii. Applicant agrees to provide to CCUA any necessary easements on, under and across the Property for the construction, operation and maintenance of the sanitary sewer system.
- iii. Applicant shall be permitted to temporarily connect to the City sewer system for the first phase of the Development. If temporary capacity is needed, the Applicant will provide such capacity in coordination with the City’s Public Works Department.

C. Stormwater System.

- i. Applicant shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued and will pay all usual and customary costs associated with providing stormwater capture, retention and treatment on-site to the Property for its intended uses.
- ii. Applicant agrees to provide to the City any necessary easements on, under and across the Property for the construction, operation and maintenance of the stormwater system.

D. Police Substation.

- i. The Applicant will provide a police substation office in the amenity center for the Development; which substation will be a minimum of 150 square feet. Parking for the substation will be provided in the amenity center parking lot. The Applicant will also work with the City on a police substation, as detailed in Section 5.A hereof.

4. **Transportation/Mobility Improvements.** In addition to the public facility improvements provided for in Section 3 hereof, the Applicant and the City will cooperate in providing the following transportation and mobility improvements related to the Development:

A. The Applicant shall construct, at the Applicant’s expense, a collector road (the “**Connector Road**”) that will run west from U.S. Highway 17, through the City’s regional park site, into the Property and connect to County Road 15A. The four (4)-lane Connector Road section shall begin at U.S. Highway 17 and end at the roundabout, and a three (3)-lane Connector Road section, with center turn lane(s), shall be constructed from the roundabout to County Road

15A, as depicted on the conceptual plan attached hereto as **Exhibit “B”** and incorporated herein by this reference (the “**Conceptual Plan**”). A typical section for the Connector Road is attached hereto as **Exhibit “C”** and incorporated herein by this reference (the “**Connector Road Typical Section**”). The Applicant, its successors and assigns, shall pay for the cost of designing, permitting and constructing the Connector Road and shall receive road impact fee credits (or proportionate share or mobility fee credits, if applicable) equal to the actual cost of designing, permitting and constructing the Connector Road. Design of the Connector Road will conform to applicable requirements of the Florida Department of Transportation and the City. Once constructed, the Connector Road will be maintained by the City. The City will not issue certificates of occupancy for more than 231 residential units within the Development until either the Applicant completes construction of the Connector Road to U.S. 17 or provides a new traffic study if such connection to U.S. 17 cannot be achieved due to the location of the railroad tracks west of U.S. 17.

B. The Applicant shall construct the Connector Road through the City regional park site, at the Applicant’s expense. The Applicant will also stub out water and sewer lines it installs within the Property to the southern boundary of the City regional park site, if so requested by the City.

C. The Applicant and the City agree that based on the Applicant’s traffic study submitted with the companion Comprehensive Plan Amendment application for the Property, no proportionate fair share, mobility or other similar mitigation payment shall be due related to the Development’s projected impacts to the regional roadway network. An interim traffic study addressing traffic distribution shall be required by the Applicant every five (5) years. The interim traffic study shall examine the Development’s traffic distribution and its impact on segment and intersection analysis to determine if additional traffic mitigation requirements are required.

5. **Land Contributions.**

A. **Police Substation.** The Applicant shall dedicate to the City a parcel of approximately one-half (1/2) acre (the “**Substation Site**”) and provide funding to the City for the construction of a 2,000-square-foot police substation (the “**Substation**”). The Applicant will work with the City on the location of the Substation Site.

B. **Schools.** The Applicant, its successors and assigns, will comply with applicable provisions of Section 163.3180(6), Florida Statutes, in providing any required school proportionate share mitigation and will pay any applicable school impact fees for the Development in the timing and manner required by law.

C. **Land Swap.** In order for the Applicant to construct the Connector Road, it will be necessary for the Applicant and the City to exchange certain real property. The Applicant will exchange an approximately eight (8)-acre parcel within the Property, in the location labeled “Land Swap” on the Conceptual Plan, with the City for the 100-foot-wide (minimum) right-of-way for the Connector Road within the City’s regional park site, which is approximately 5.18 acres and is depicted on the Conceptual Plan. The Applicant’s parcel has a value greater than the City parcel, as required in Rule 62-818.016, Florida Administrative Code,

which regulates such land exchanges. The Applicant will prepare all deeds, legal descriptions and sketches of description for the parcel exchange, at its expense.

6. **Parks.** The Applicant shall pay a per-unit park fee to the City for construction of improvements to Public Parks within the City of Green Cove Springs. The per-unit fee shall be \$400, which shall be paid by the Applicant to the City upon the filing of a building permit application for each home. The Applicant will also provide an approximately ten (10)-acre passive park adjacent to the large pond located in the central portion of the Property that contains bird rookeries (the “**Passive Park**”). The Passive Park will be owned by a community development district and will be available for use by Ayrshire residents and other residents of Green Cove Springs. The Passive Park will contain walking trails and an observation tower overlooking the rookeries.

7. **Development Timing.** The Property is intended to be developed with the phasing set forth in the PUD, which provides the Development will be constructed in one (1), 20-year phase. Construction will be commenced by December 31, 2024 and shall be completed by December 31, 2044. For purposes of the PUD, “commencement” means securing approved construction drawings for the first portion of the Development and “completion” is defined as the installation of horizontal infrastructure and City approval of as-builts. After Development commencement has occurred, there shall be development activity, which is defined as active building permits for residential development, for a five (5)-year period. If the Applicant fails to obtain a building permit from the City for the first home within the Property within five (5) years from the Applicant commencing the Development, the Applicant will lose its transportation concurrency/reserved roadway capacity for the Property and shall have to reapply for said transportation concurrency/reserved roadway capacity before commencing development. Once the Applicant obtains its first building permit for residential development within the Property, it shall be vested for transportation concurrency/reserved roadway capacity. The City shall review the Development at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with this Agreement, pursuant to Section 163.3235, Florida Statutes.

8. **Authority and Duration.** This Agreement is made and granted pursuant to Sections 163.3220-163.3243, Florida Statutes, and is effective through the thirtieth (30th) anniversary of the Effective Date of this Agreement, and any extension of this Agreement.

9. **Amendment, Extension of Agreement.** If state or federal laws are enacted after the execution of this Agreement that are applicable to and preclude the Parties’ compliance with the terms of this Agreement, this Agreement shall be modified or revoked as necessary to comply with the relevant State or federal laws, pursuant to Section 163.3241, Florida Statutes, as may be amended from time to time. The duration of this Agreement may be extended by the City pursuant to law and after conducting a public hearing in the manner specified in Section 163.3225, Florida Statutes, as may be amended from time to time.

10. **Necessity to Obtain Permits.** The Applicant acknowledges its obligation to obtain all necessary federal, state and other local development permits (not mentioned herein) for development of the Property. The failure of this Agreement to address any particular permit, condition, term or restriction applicable to development of the Property shall not relieve the

Applicant or any successors or assigns of the necessity of complying with federal, state, and other local permitting requirements, conditions, terms or restrictions as may be applicable.

11. **Agreement Consistent with Comprehensive Plan and Section 163.3180, Florida Statutes (2020).** The City hereby acknowledges and agrees that (i) the Development is consistent with Florida Statutes and with the City's Comprehensive Plan and Land Development Regulations, and (ii) that the City's Comprehensive Plan is in compliance with the State of Florida Comprehensive Plan.

12. **Remedies.** Each party to this Agreement shall be entitled to seek enforcement of this Agreement against the other party consistent with Section 163.3243, Florida Statutes, as may be amended from time to time.

13. **Binding Effect.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. When Applicant is used in this Agreement, it includes Applicant and any successors and assigns owning any rights to the Property, jointly and severally, assuming all their obligations set out in the Agreement, unless the obligations have been fully discharged.

14. **Applicable Law: Jurisdiction and Venue.** This Agreement and the rights and obligations of the City and Applicant under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida (2020). This Agreement may be enforced as provided in Section 163.3243, Florida Statutes, as may be amended from time to time. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in Clay County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development contemplated by this Agreement shall not relieve Applicant or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions.

15. **Joint Preparation.** Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16. **Exhibits.** All exhibits attached to this Agreement contain additional terms of this Agreement and are incorporated into this Agreement by reference.

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

18. **Counterparts.** This Agreement may be executed in counterparts, each constituting a duplicate original; such counterparts shall constitute one and the same Agreement.

19. **Effective Date and Recordation.** This Agreement shall become effective fifteen (15) days after it has been recorded in the Public Records of Clay County (the “**Effective Date**”).

20. **Amendment.** This Agreement may be amended, cancelled or revoked consistent with the notice and hearing procedures of Section 163.3225, Florida Statutes, and the terms of Section 163.3237, Florida Statutes, as may be amended from time to time.

21. **Further Assurances.** Each party to this Agreement agrees to do, execute, acknowledges and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other party in order to carry out the intent of and give effect to this Agreement. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the City, the Parties declare their intention to cooperate with each other in effecting the purposes of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

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

To the City: City Manager
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043

With copies to: Jim Arnold, Attorney
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043
cityattorney@greencovesprings.com

To the Applicant: D.R. Horton, Inc. – Jacksonville
Attn: John R. Gislason
4220 Race Track Road
St. Johns, Florida 32259

With copies to: Ellen Avery-Smith, Esq.
Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086

Passed and Duly Adopted by the City Commission of the City of St. Augustine, Florida
this ____ day of _____, 2021.

Attest:

CITY OF GREEN COVE SPRINGS,
FLORIDA, a municipal corporation

By: _____
Steve Kennedy, City Manager

Approved as to form, legal sufficiency and
execution:

By: _____
L.J. Arnold, III, City Attorney

DRAFT

Signed, sealed and delivered in the presence of:

D.R. HORTON INC. -JACKSONVILLE,
a Delaware corporation

Witness
Print Name:_____

By: _____
Its: _____
Date: _____

Witness
Print Name:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization on this day ___ of _____, 2021, by _____, as _____ of D.R. Horton, Inc. - Jacksonville., a Delaware corporation, on behalf of the corporation, who is (check one) personally known to me or has produced a valid driver's license as identification.

Notary Public
Name: _____
Commission Expires: _____

EXHIBIT "A"

The Property

A portion of Section 38 of the George I.F. Clarke Grant, Township 6 South, Range 26 East, Clay County, Florida, being a portion of those lands described and recorded in Official Records Book 1545, page 513 of the Public Records of said county and being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Easterly right of way line of County Road 15A, (South Oakridge Avenue), a 100 foot right of way as presently established with the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established; thence Southerly along said Easterly right of way line and along the arc of a curve concave Westerly having a radius of 1959.86 feet, through a central angle of 14°47'09", an arc length of 505.76 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 05°15'37" East, 504.36 feet; thence South 02°07'57" West, continuing along last said Easterly right of way line, 1331.79 feet to the Southwest corner of those lands described and recorded in Official Records Book 3863, page 203 of said Public Records and the Point of Beginning.

From said Point of Beginning, thence Easterly and Northeasterly along the Southerly and Southeasterly boundary of last said lands, the following 12 courses: Course 1, thence South 88°31'42" East, departing last said Easterly right of way line, 282.59 feet; Course 2, thence North 21°17'17" East, 161.55 feet; Course 3, thence South 68°42'43" East, 287.10 feet; Course 4, thence South 58°52'43" East, 32.90 feet; Course 5, thence South 37°48'54" East, 22.40 feet; Course 6, thence North 70°53'31" East, 15.20 feet; Course 7, thence North 34°14'49" East, 52.23 feet; Course 8, thence South 88°17'22" East, 94.17 feet; Course 9, thence North 31°43'31" East, 427.82 feet; Course 10, thence North 73°46'32" West, 158.11 feet; Course 11, thence North 13°06'51" East, 477.10 feet; Course 12, thence North 10°55'57" East, 142.00 feet to a point lying on the Southwesterly line of those lands described and recorded as Parcel "A" in Official Records Book 3316, page 1098 of said Public Records; thence South 77°06'26" East, along last said line, 2932.48 feet to the Northwest corner of those lands described and recorded in Official Records Book 3855, page 1391 of said Public Records; thence Southerly along the westerly line thereof, the following 3 courses: Course 1, thence South 21°54'49" East, 3242.16 feet; Course 2, thence South 68°05'09" West, 1307.43 feet; Course 3, thence South 21°54'51" East, 1003.87 feet to a point lying on the Northerly line of an Access and Maintenance Easement as described and recorded in Official Records Book 3855, page 1394 of said Public Records; thence Westerly along said Northerly line, the following 26 courses: Course 1, thence South 37°01'31" West, 149.07 feet to the point of curvature of a curve concave Northwesterly having a radius of 955.00 feet; Course 2, thence Southwesterly along the arc of said curve, through a central angle of 16°37'06", an arc length of 276.99 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 45°20'05" West, 276.02 feet; Course 3, thence South 67°24'13" West, along a non-tangent line, 105.10 feet; Course 4, thence South 53°45'05" West, 12.16 feet; Course 5, thence South 13°14'26" West, 24.72 feet; Course 6, thence South 63°07'28" West, 859.11 feet; Course 7, thence North 26°52'32" West, 5.00 feet; Course 8, thence South 63°07'28" West, 382.73 feet; Course 9, thence North 26°52'32" West,

31.65 feet; Course 10, thence South $63^{\circ}07'28''$ West, 74.60 feet; Course 11, thence South $26^{\circ}52'32''$ East, 36.65 feet; Course 12, thence South $63^{\circ}07'28''$ West, 102.14 feet to the point of curvature of a curve concave Northerly having a radius of 955.00 feet; Course 13, thence Westerly along the arc of said curve, through a central angle of $22^{\circ}47'15''$, an arc length of 379.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $74^{\circ}31'05''$ West, 377.32 feet; Course 14, thence South $85^{\circ}54'43''$ West, 731.91 feet; Course 15, thence North $04^{\circ}05'17''$ West, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 250.00 feet; Course 16, thence Westerly along the arc of said curve, through a central angle of $05^{\circ}44'03''$, an arc length of 25.02 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $88^{\circ}46'45''$ West, 25.01 feet; Course 17, thence North $88^{\circ}21'14''$ West, 61.78 feet; Course 18, thence North $19^{\circ}49'14''$ West, 8.30 feet; Course 19, thence North $55^{\circ}44'57''$ West, 30.16 feet; Course 20, thence South $67^{\circ}18'10''$ West, 29.23 feet; Course 21, thence South $07^{\circ}09'24''$ West, 17.00 feet; Course 22, thence North $88^{\circ}21'14''$ West, 362.37 feet; Course 23, thence South $01^{\circ}38'46''$ West, 5.00 feet; Course 24 thence North $88^{\circ}21'14''$ West, 800.00 feet; Course 25, thence North $01^{\circ}38'46''$ East, 10.00 feet; Course 26, thence North $88^{\circ}21'14''$ West, 355.52 feet to a point lying on the aforementioned Easterly right of way line of County Road 15A; thence North $02^{\circ}07'57''$ East, along last said Easterly right of way line, 5150.65 feet to the Point of Beginning.

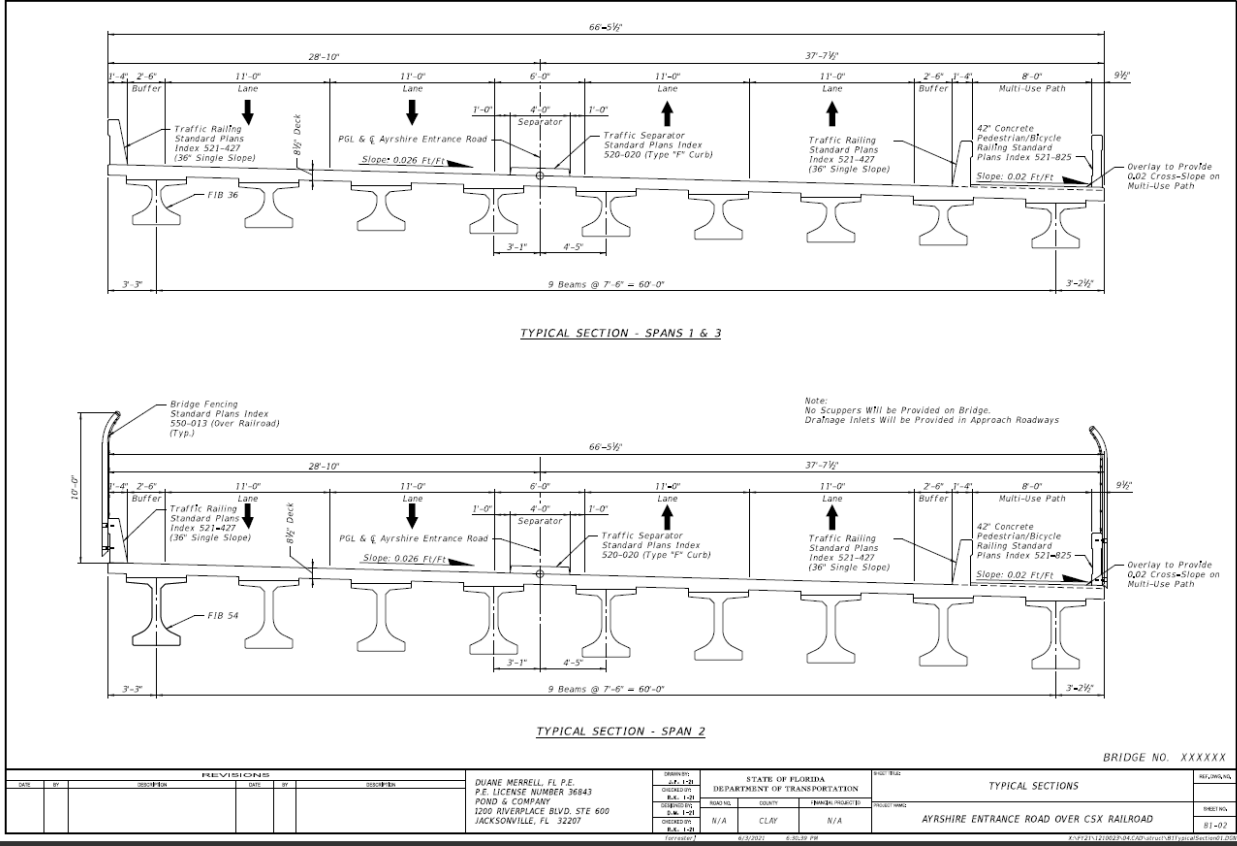
Containing 560.52 acres, more or less.

EXHIBIT "B"
Conceptual Plan

DRAFT

EXHIBIT "C"

Connector Road Typical Section



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Introduction

This traffic impact study (TIS) was performed in support of the proposed Ayrshire PUD rezoning application. The proposed development is anticipated to include a maximum of 2,100 residential dwelling units (1,470 single-family and 630 Multi-family Townhomes). Access to the proposed development is anticipated to be provided via a roadway (bridge over the CSX railroad) connecting to US 17, via existing Jersey Avenue and an additional driveway on CR 15A (Oak Ridge Avenue).

For the purpose of this traffic study, the analysis was performed under four (4) analysis phases:

- Year 2025 (Analysis Phase 01) assumed 231 single-family dwelling units with access via a roadway on Oak Ridge Avenue.
- Year 2027 (Analysis Phase 02) assumed 500 single-family dwelling units (cumulative) with access via a roadway on Oak Ridge Avenue and a four-lane bridge from the project northern entrance to US 17 across from Hall Park Road.
- Year 2030 (Analysis Phase 03) assumed 1,000 single-family dwelling units.
- Year 2035 (Analysis Phase 04) assumed 2,100 residential dwelling units (1,470 single-family and 630 Multi-family Townhomes). A third project access via existing Jersey Avenue was also assumed for this analysis phase.

Figure 01 shows the project location. A copy of the Generalized Site Plan (GSP) provided by Dunn and Associates, Inc. is included as **Attachment A**. The methodology used in this study is consistent with the methodology discussed with the City’s Planning and Zoning Director on October 29th, 2020.

Trip Generation

Trip generation for the proposed project was estimated using the equation provided in the *Trip Generation Manual*, 10th Edition published by Institute of Transportation Engineers (ITE). **Table 01** summarizes the Daily, AM peak and PM peak hour trip generation for the proposed residential development under each of the development phases.

- Year 2025 (Analysis Phase 01) development is anticipated to generate 2,246 daily trips that include 169 AM peak and 227 PM peak trips.
- Year 2027 (Analysis Phase 02) development is anticipated to generate 4,574 daily trips (cumulative) that include 360 AM peak and 476 PM peak trips
- Year 2030 (Analysis Phase 03) development is anticipated to generate 8,648 daily trips (cumulative) that include 715 AM peak and 927 PM peak trips
- Year 2035 (Analysis Phase 04) development is anticipated to generate 17,049 daily trips (cumulative) that include 1,323 AM peak and 1,645 PM peak trips

Study Area, Existing Conditions and Data Collection

As discussed with the City’s Planning and Zoning Director and the City of Green Cove Springs traffic study guidelines, the study area includes the following intersections:

- SR 16 W at Oak Ridge Avenue
- SR 16 W / Ferris Ave. at US 17
- SR 16 E / Cooks Ln. at US 17
- Oak Ridge Avenue at Green Cove Avenue
- US 17 at Oak Ridge Avenue

- US 17 at Ayrshire Boulevard/Hall Park Road (Project Access Intersection)
- Oak Ridge Avenue at Ayrshire Boulevard (Project Access Intersection)
- Oak Ridge Avenue at Jersey Avenue (Project Access Intersection)

Figures 02 and 03 show the existing conditions at the above stated intersections. AM peak (7:00 AM to 9:00 AM) and PM peak (4:00 PM to 6:00 PM) period turning movement counts that includes autos, heavy vehicles, bicycles and pedestrians were obtained at the above stated intersections on April 22, 2021. These counts were further adjusted by applying a season factor of 0.93 (0.94*0.99) to adjust for seasonal variations. The year 2019 season factor was used as the year 2020 season factors are anticipated to be not accurate due to the COVID 19 Pandemic. The season factors were obtained from the FDOT traffic counts online portal. **Attachment B** includes the traffic counts and season factors data. **Figure 04** includes AM peak and PM peak hour turning movements at the study intersections.

Future Background Traffic Volumes

Future year traffic projections were made by applying a growth factor to existing traffic volumes. The growth factor was estimated by performing trends analysis of the historical AADT of the roadway segments within the study area. The historical AADT was obtained from the FDOT traffic counts online portal. **Table 02** summarizes the growth rate calculations. As shown in this table, majority of the roadway segments showed a negative trend. However, a minimum of 1.0% per year growth rate was applied.

- The future year 2025 traffic volumes at the study intersections were estimated by applying a growth factor of 1.04 to the year 2021 traffic volumes.
- The future year 2027 traffic volumes at the study intersection were estimated by applying a growth factor of 1.06 to the year 2021 traffic volumes.
- The future year 2030 traffic volumes at the study intersection were estimated by applying a growth factor of 1.09 to the year 2021 traffic volumes.
- The future year 2035 traffic volumes at the study intersection were estimated by applying a growth factor of 1.14 to the year 2021 traffic volumes.

Attachment C includes the historical AADT and Trends Analysis plots. **Figures 05, 06, 07 and 08** show year 2025, year 2027, year 2030 and year 2035 future conditions background traffic volumes at the study intersections respectively.

Planned and Programmed Improvements

All of the planned and programmed improvements within the transportation study area identified from the FDOT Five (5) year work program, FDOT Long Range Plan and Clay County Capital Improvement Plan document were included in the model and the segment analysis. The following planned and programmed improvements were included in the analysis. Details of these projects are included in **Attachment D**.

- First Coast Expressway: I-10 to N. Of Argyle Forest Boulevard
- First Coast Expressway: N. of Argyle Forest Boulevard to Blanding Boulevard (SR 21)
- First Coast Expressway: Blanding Boulevard (SR 21) to North of SR 16

- First Coast Expressway: North of SR 16 to East of CR 209
- First Coast Expressway (New St. Johns River Bridge): SR 16 to CR 16A (St. Johns County) by year 2027
- First Coast Expressway (St. Johns County): CR 16A to I-95

Trip Distribution and Assignment

Trip distribution for year 2025 (Analysis Phase 01) and year 2027 (Analysis Phase 02) development was determined based on existing traffic patterns (traffic entering and the exiting the City of Green Cove Springs). **Figures 09** and **10** show year 2025 and year 2027 project traffic distribution and peak hour traffic assignment at the study intersections. Following is a summary of the project traffic distribution under the year 2025 and year 2027 development conditions:

- 15% oriented to the west of SR 16 West
- 15% oriented to the south on US 17
- 35% oriented to the north on US 17
- 35% oriented to the east on SR 16E

Upon construction of the First Coast Expressway, the traffic patterns in the area are anticipated to change. Hence, trip distribution for year 2030 (Analysis Phase 03) and year 2035 (Analysis Phase 04) development conditions was obtained from the interim year 2030 model set of the Northeast Regional Planning Activity Based Model (NERPM_AB3v1) travel demand forecasting model, provided by the North Florida Transportation Planning Organization (NFTPO). **Figures 11** and **12** show year 2030 and year 2035 project traffic distribution and peak hour traffic assignment at the study intersections. Following is a summary of the project traffic distribution percentages in the vicinity of the proposed project under year 2030 and year 2035 development conditions:

- Oak Ridge Avenue – SR 16 to Project Entrance: 6.7%
- Oak Ridge Avenue – Project Entrance to US 17: 4.32%
- US 17 – Project Entrance to First Coast Expressway: 48.63%
- US 17 – SR 16 East to Project Entrance: 40.35%

Attachment E includes the travel demand model plots showing the project traffic distributions (unadjusted distributions). **Attachment F** includes a figure depicting the adjusted project traffic distribution percentages in the vicinity of the proposed development.

Build-Out Traffic Volumes

Build-out traffic volumes include the future background traffic volumes and the project traffic assignment under each of the year 2025, year 2027, year 2030 and year 2035 development conditions. **Figures 13, 14, 15** and **16** show the year 2025, year 2027, year 2030 and year 2035 development conditions respectively.

Access Intersection Turn Lanes Evaluation

A 330-foot southbound left turn lane on Oak Ridge Avenue currently exists at Jersey Avenue. The 95th percentile queue length is anticipated to be no greater than 25 feet. Hence the existing southbound left turn lane is anticipated to be adequate. The need for southbound left turn lanes on Oak Ridge Avenue at Ayrshire Boulevard and Jersey Avenue was evaluated using the

Harmelink Curves criteria and guidance. **Figure 17** includes plots evaluating the need for southbound left turn lanes on Oak Ridge Avenue at Ayrshire Boulevard and Jersey Avenue was evaluated using the Harmelink Curves criteria and guidance. As shown in these plots, a southbound left turn lane on Oak Ridge Avenue at Ayrshire Boulevard and Jersey Avenue is anticipated to be warranted under the build-out conditions of the proposed development.

The required deceleration length for 50-mph design speed is 290-feet (including 50-foot taper) for rural roadways. A storage length of 100-feet (4 vehicles) should be provided. 390-feet (including 50-foot taper) southbound left turn lanes are recommended on Oak Ridge Avenue at Ayrshire Boulevard and Jersey Avenue.

Intersection Capacity Analysis

Intersection capacity analysis of the study intersections was performed during the AM peak and PM peak periods under the existing, future background and build-out conditions using Synchro 10 software. This software uses HCM 2000/2010 procedures and methodologies in calculating LOS and delay at signalized intersections and un-signalized intersections. Existing signal timing and phasing information for the signalized study intersections were obtained from Florida Department of Transportation Traffic Operations Department. A copy of these signal timing and phasing details are included in **Attachment G**.

Table 03 summarizes the existing conditions intersection capacity analysis Delay and LOS summary during the AM peak and PM peak conditions. As shown in this table, all the critical approaches at all the study intersections are currently operating at LOS E or better with the exception of SR 16W/Ferris Street at US 17 intersection. This intersection is currently operating at LOS F during the PM peak hour.

Tables 04, 05, 06 and **07** summarize the future year 2025, year 2027, year 2030 and year 2035 background traffic conditions intersection capacity analysis Delay and LOS summary during the AM peak and PM peak conditions. As summarized in these tables, all the critical approaches at the study intersections are anticipated to operate at LOS E or better with the exception of SR 16W/Ferris Street at US 17 intersection. This intersection is anticipated to continue operating at LOS F during the PM peak hours.

Tables 08, 09, 10 and **11** summarize the future year 2025, year 2027, year 2030 and year 2035 project build-out traffic conditions intersection capacity analysis Delay and LOS summary during the AM peak and PM peak conditions. As summarized in these tables, all the critical approaches at the study intersections are anticipated to operate at LOS E or better with the exception of SR 16W/Ferris Street at US 17 intersection. This intersection is anticipated to continue operating at LOS F during the PM peak hours.

The US 17/Ferris Street intersection is currently operating at LOS F and will continue to operate at LOS F in the future. However, upon construction of the First Coast Expressway, traffic volumes at both SR 16 intersections on US 17 are anticipated to reduce and the Delay and LOS are anticipated to improve. Additionally, due to the change in traffic patterns, FDOT is anticipated

to re-time the traffic signals at these two intersections which will result in improved operational conditions.

A copy of the HCM worksheets under the existing, future background and build-out conditions are included as **Attachment H**.

US 17 and Ayrshire Boulevard: A four lane bridge connecting the proposed development and US 17 will be built by year 2027 development conditions. Upon construction, the intersection of US 17 and Ayrshire Boulevard is anticipated to require a traffic signal. Since US 17 is a FDOT roadway, the intersection is subject to FDOT's Intersection Control Evaluation (ICE) review and approval process. The ICE process is anticipated to result in either a traditional traffic signal or a Signalized R-Cut or a Signalized Median U-turn intersection control. However, for the purpose of this analysis a traditional traffic signal is assumed under the year 2027, year 2030 and year 2035 development conditions. As summarized in the above-mentioned tables, the intersection is anticipated to operate at LOS E or better under the build-out conditions of the proposed development. This intersection will be designed and constructed based on the outcome of the FDOT ICE analysis. In addition to the traffic signal, appropriate auxiliary turn lanes will be constructed on US 17 at Ayrshire Boulevard intersection.

Oak Ridge Avenue at Ayrshire Boulevard: Separate left and right turn lanes (Westbound) are recommended on Ayrshire Boulevard at Oak Ridge Avenue intersection. A maximum queue of 50 feet is anticipated on Ayrshire Boulevard at Oak Ridge Avenue. Hence, the westbound left turn lane on Ayrshire Boulevard at Oak Ridge Avenue need to provide for at least 100 feet storage plus 50 feet taper.

Summary and Conclusions

This traffic impact study (TIS) was performed in support of the proposed Ayrshire PUD rezoning application. The proposed development is anticipated to include a maximum of 2,100 residential dwelling units (1,470 single-family and 630 Multi-family Townhomes). Access to the proposed development is anticipated to be provided via a roadway (bridge over the CSX railroad) connecting to US 17, via existing Jersey Avenue and an additional driveway on CR 15A (Oak Ridge Avenue).

For the purpose of this traffic study, the analysis was performed under four (4) analysis phases:

- Analysis Phase 01 (Year 2025) assumed 231 single-family dwelling units with access via a roadway on Oak Ridge Avenue.
 - Analysis Phase 02 (Year 2027) assumed 500 single-family dwelling units (cumulative) with access via a roadway on Oak Ridge Avenue and a four-lane bridge from the project northern entrance to US 17 across from Hall Park Road.
 - Analysis Phase 03 (Year 2030) assumed 1,000 single-family dwelling units.
 - Analysis Phase 04 (Year 2035) assumed 2,100 residential dwelling units (1,470 single-family and 630 Multi-family Townhomes). A third project access via existing Jersey Avenue was also assumed for this analysis phase.
-
- Year 2025 (Analysis Phase 01) development is anticipated to generate 2,246 daily trips that include 169 AM peak and 227 PM peak trips.
 - Year 2027 (Analysis Phase 02) development is anticipated to generate 4,574 daily trips (cumulative) that include 360 AM peak and 476 PM peak trips
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 - Year 2035 (Analysis Phase 04) development is anticipated to generate 17,049 daily trips (cumulative) that include 1,323 AM peak and 1,645 PM peak trips

AM peak (7:00 AM to 9:00 AM) and PM peak (4:00 PM to 6:00 PM) period turning movement counts that includes autos, heavy vehicles, bicycles and pedestrians were obtained at the above stated intersections on April 22, 2021. These counts were further adjusted by applying a season factor of 0.93 (0.94*0.99) to adjust for seasonal variations. The year 2019 season factor was used as the year 2020 season factors are anticipated to be not accurate due to the COVID 19 Pandemic.

The future year 2025 traffic volumes at the study intersections were estimated by applying a growth factor of 1.04 to the year 2021 traffic volumes. The future year 2027 traffic volumes at the study intersection were estimated by applying a growth factor of 1.06 to the year 2021 traffic volumes. The future year 2030 traffic volumes at the study intersection were estimated by applying a growth factor of 1.09 to the year 2021 traffic volumes. The future year 2035 traffic volumes at the study intersection were estimated by applying a growth factor of 1.14 to the year 2021 traffic volumes.

Trip distribution for year 2025 (Analysis Phase 01) and year 2027 (Analysis Phase 02) development was determined based on existing traffic patterns (traffic entering and the exiting the City of Green Cove Springs). Following is a summary of the project traffic distribution under the year 2025 and year 2027 development conditions:

- 15% oriented to the west of SR 16 West
- 15% oriented to the south on US 17
- 35% oriented to the north on US 17
- 35% oriented to the east on SR 16E

Upon construction of the First Coast Expressway, the traffic patterns in the area are anticipated to change. Hence, trip distribution for year 2030 (Analysis Phase 03) and year 2035 (Analysis Phase 04) development conditions was obtained from the interim year 2030 model set of the Northeast Regional Planning Activity Based Model (NERPM_AB3v1) travel demand forecasting model. Following is a summary of the project traffic distribution percentages in the vicinity of the proposed project under year 2030 and year 2035 development conditions:

- Oak Ridge Avenue – SR 16 to Project Entrance: 6.7%
- Oak Ridge Avenue – Project Entrance to US 17: 4.32%
- US 17 – Project Entrance to First Coast Expressway: 48.63%
- US 17 – SR 16 East to Project Entrance: 40.35%

Build-out traffic volumes include the future background traffic volumes and the project traffic assignment under each of the year 2025, year 2027, year 2030 and year 2035 development conditions.

A 330-foot southbound left turn lane on Oak Ridge Avenue currently exists at Jersey Avenue. The 95th percentile queue length is anticipated to be no greater than 25 feet. Hence the existing southbound left turn lane is anticipated to be adequate. A southbound left turn lane on Oak Ridge Avenue at Ayrshire Boulevard is anticipated to be warranted under the build-out conditions of the proposed development. The required deceleration length for 50-mph design speed is 290-feet (including 50-foot taper) for rural roadways. A storage length of 100-feet (4 vehicles) should be provided. A 390-feet (including 50-foot taper) southbound left turn lane is recommended on Oak Ridge Avenue at Ayrshire Boulevard.

All the critical approaches at all the study intersections are currently operating at LOS E or better with the exception of SR 16W/Ferris Street at US 17 intersection. This intersection is currently operating at LOS F during the PM peak hour.

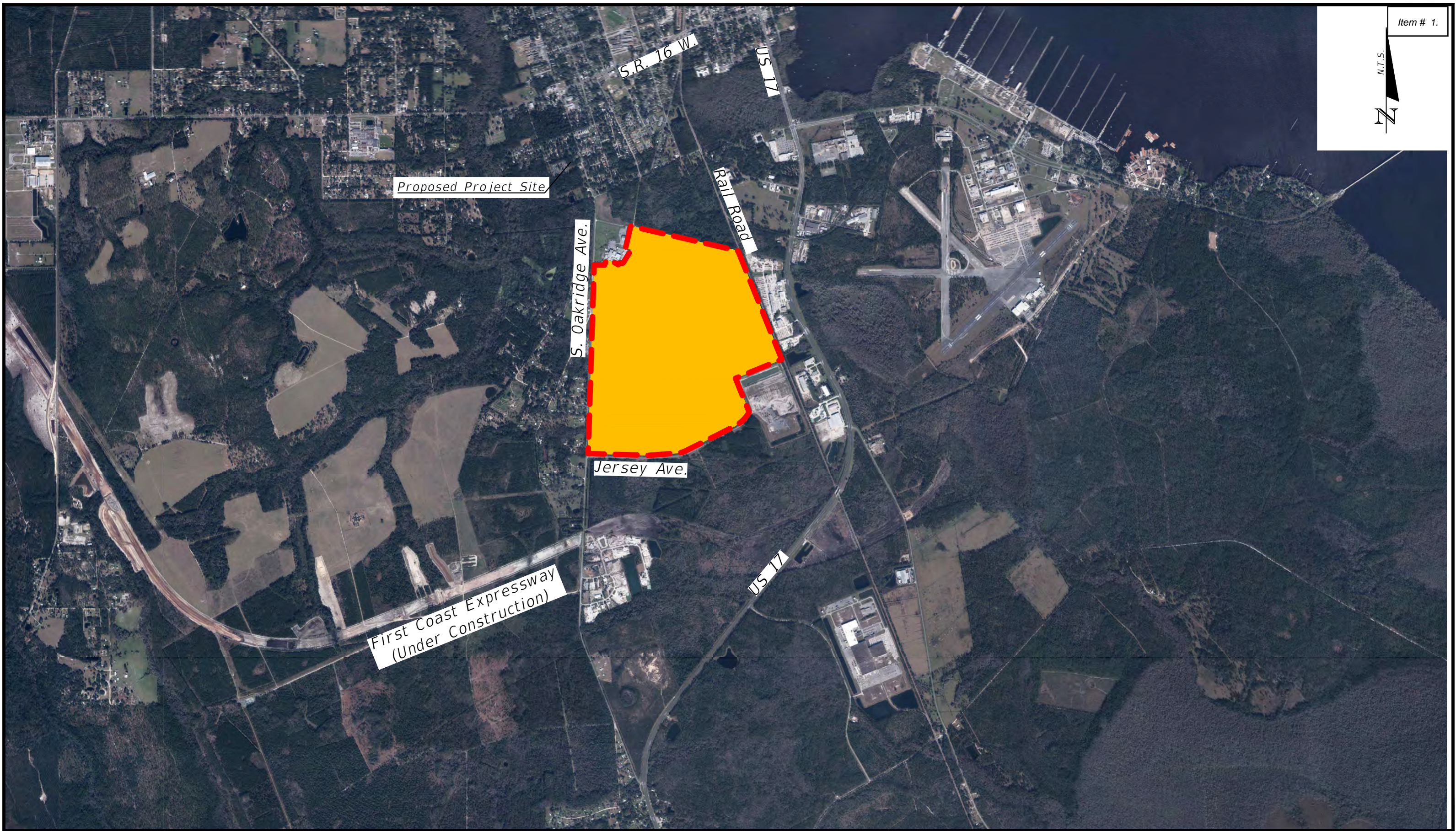
All the critical approaches at the study intersections are anticipated to operate at LOS E or better with the exception of SR 16W/Ferris Street at US 17 intersection. This intersection is anticipated to continue operating at LOS F during the PM peak hours.

All the critical approaches at the study intersections are anticipated to operate at LOS E or better with the exception of SR 16W/Ferris Street at US 17 intersection. This intersection is anticipated to continue operating at LOS F during the PM peak hours.

The US 17/Ferris Street intersection is currently operating at LOS F and will continue to operate at LOS F in the future. However, upon construction of the First Coast Expressway, traffic volumes at both SR 16 intersections on US 17 are anticipated to reduce and the Delay and LOS are anticipated to improve. Additionally, due to the change in traffic patterns, FDOT is anticipated to re-time the traffic signals at these two intersections which will result in improved operational conditions.

A four-lane bridge connecting the proposed development and US 17 will be built by build-out conditions of the Phase 02 development. Upon construction, the intersection of US 17 and Ayrshire Boulevard is anticipated to require a traffic signal. Since US 17 is a FDOT roadway, the intersection is subject to FDOT's Intersection Control Evaluation (ICE) review and approval process. The ICE process is anticipated to result in either a traditional traffic signal or Signalized R-Cut or Signalized Median U-turns intersection control. However, for the purpose of this analysis a traditional traffic signal is assumed under the Phase 02, Phase 03 and Phase 04 development conditions.

Separate left and right turn lanes (Westbound) are recommended on Ayrshire Boulevard at Oak Ridge Avenue intersection. A maximum queue of 50 feet is anticipated on Ayrshire Boulevard at Oak Ridge Avenue. Hence, the westbound left turn lane on Ayrshire Boulevard at Oak Ridge Avenue need to provide for at least 100 feet storage plus 50 feet taper.



Proposed Project Site

S.R. 16 W.

US 17

Rail Road

S. Oakridge Ave.

Jersey Ave.

First Coast Expressway
(Under Construction)

US 17



Chindalur Traffic Solutions, Inc.
 8833 Perimeter Park Boulevard,
 Suite 103
 Jacksonville, FL 32216
 Phone: (904) 619-3368
 www.ctrfficsolutions.com

Figure 01 - Project Location



S.R. 16 W. at S. Oakridge Avenue



S.R. 16 W. and Ferris Street at US 17



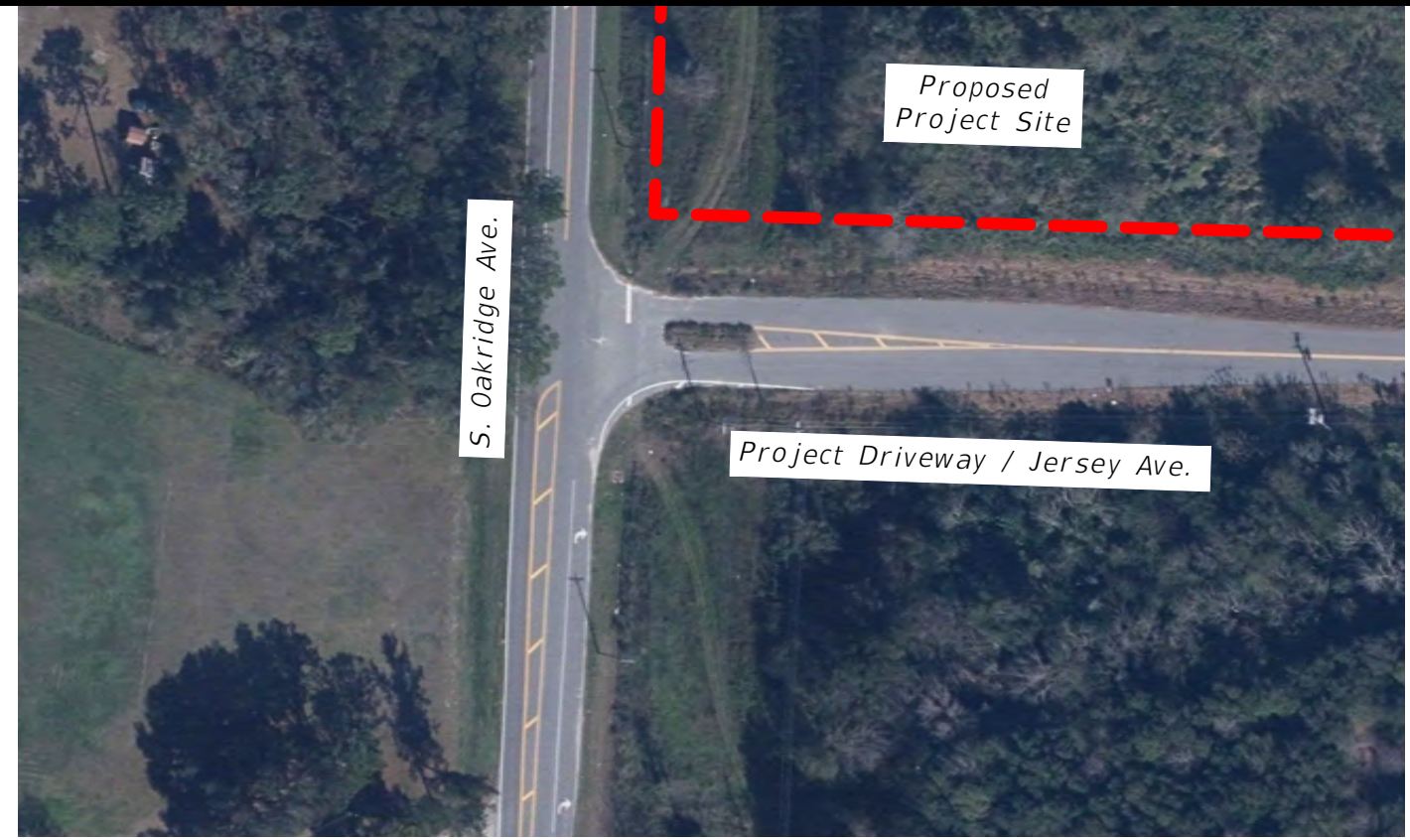
S. Oakridge Avenue at Green Cove Avenue



US 17 at Cooks Lane and S.R. 16 E. / Leonard C. Taylor Pkwy.



S. Oakridge Avenue at Project Driveway



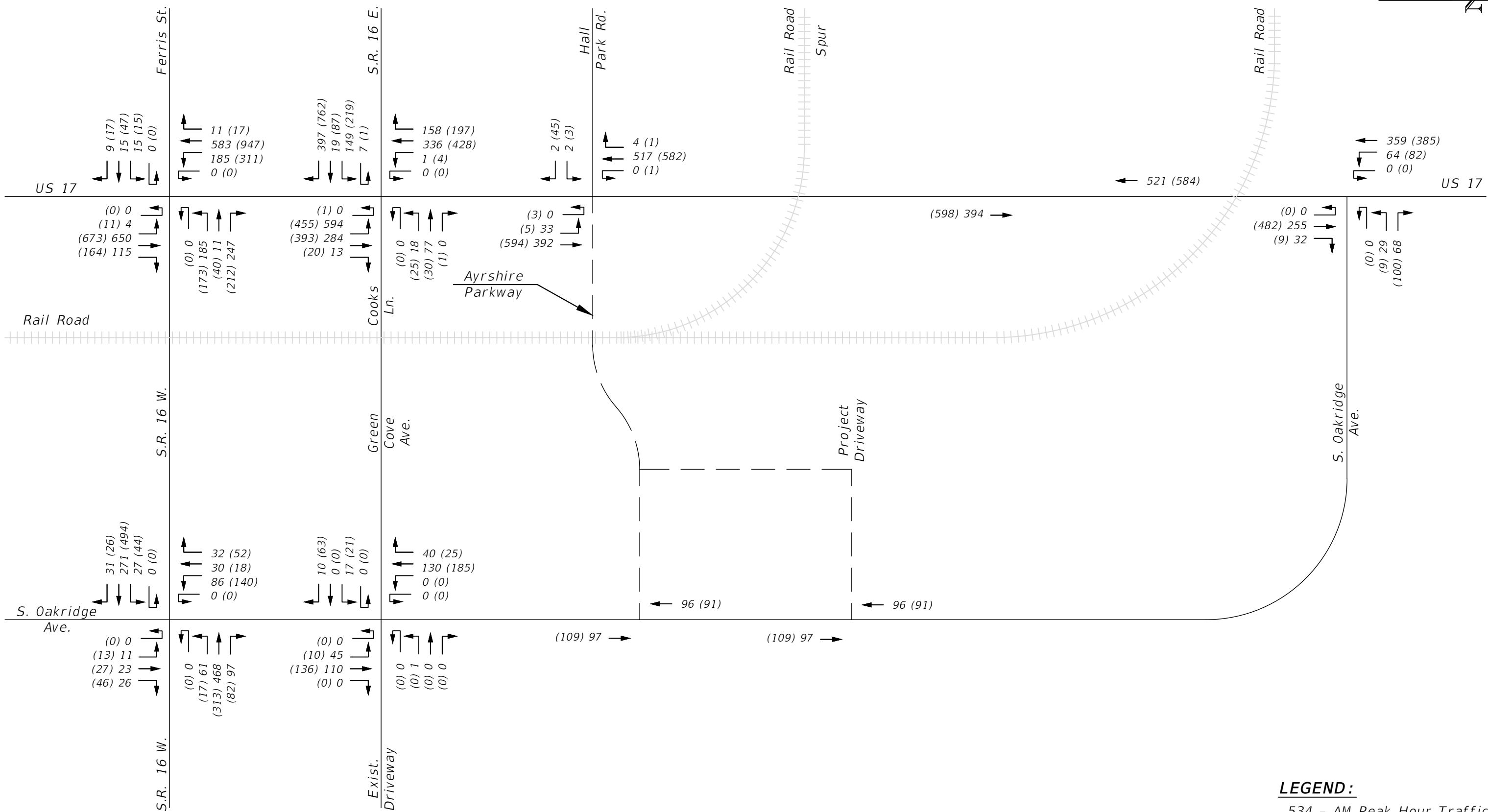
S. Oakridge Avenue at Project Driveway / Jersey Avenue



S. Oakridge Avenue at US 17

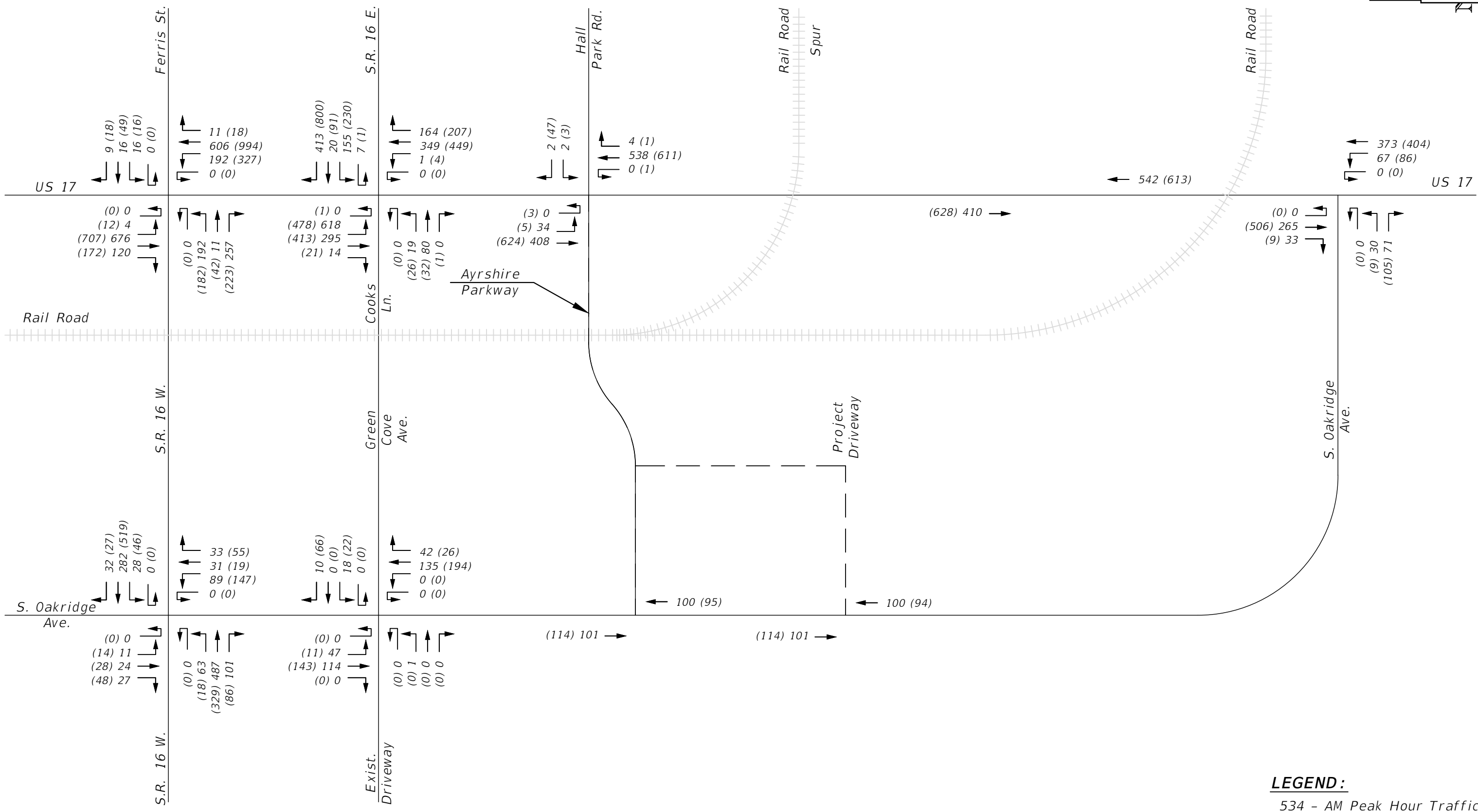


US 17 at Hall Park Road



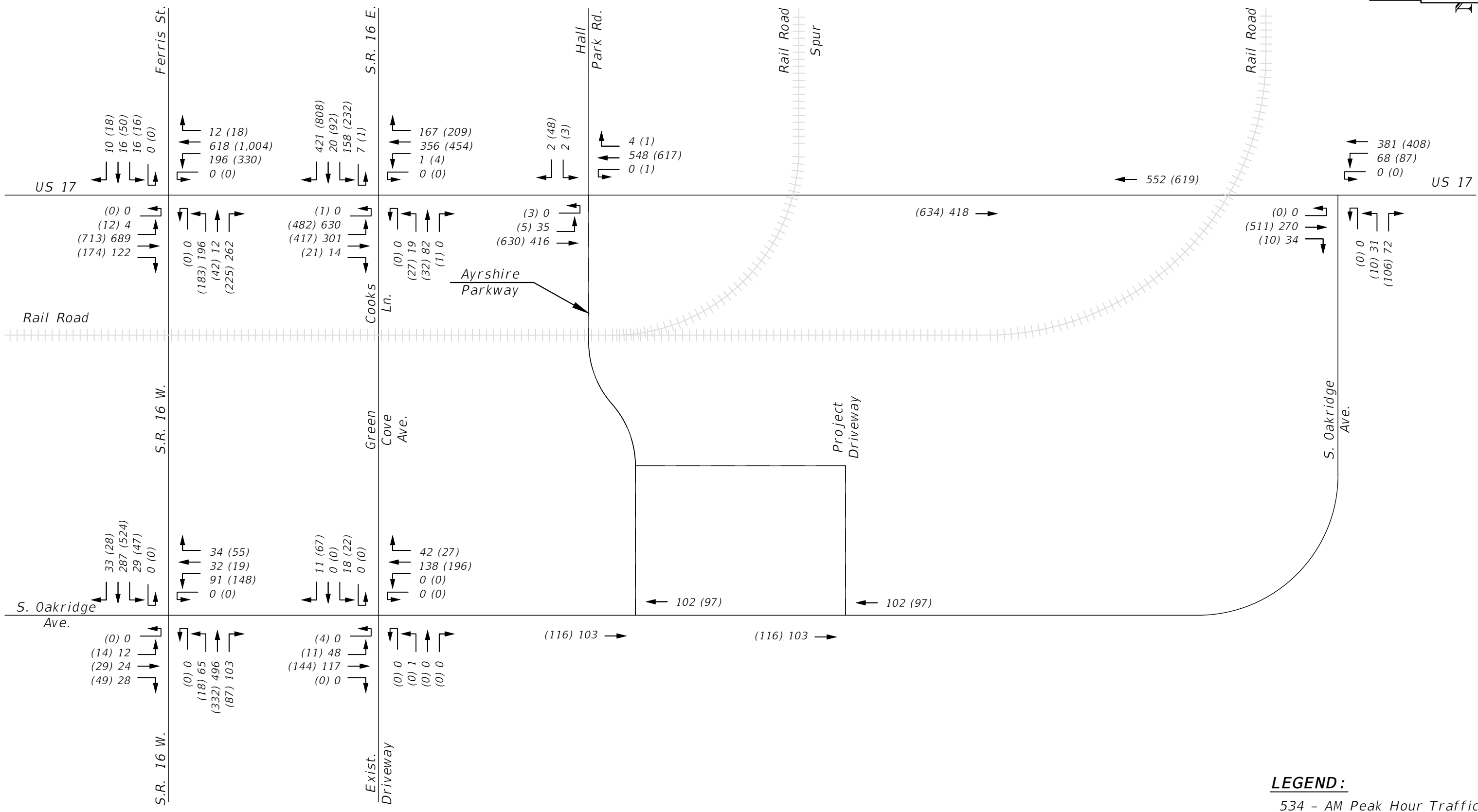
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 534 - AM Peak Hour Traffic
 (923)- PM Peak Hour Traffic

Figure 04 - Year 2021 AM and PM Peak Hour Traffic Volumes



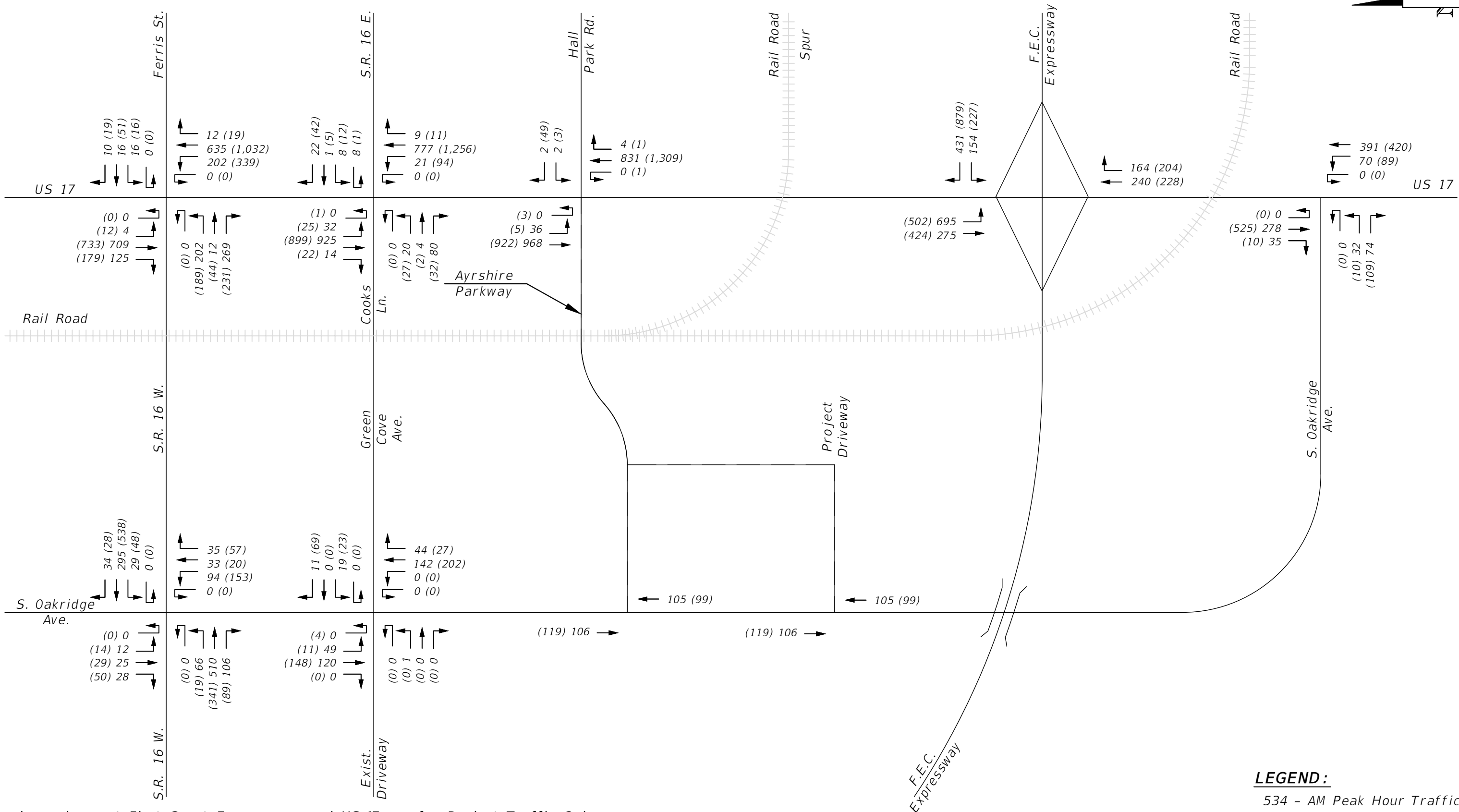
LEGEND:
 534 - AM Peak Hour Traffic
 (923)- PM Peak Hour Traffic

Figure 05 - Year 2025 AM and PM Peak Hour (Analysis Phase 01) Background Traffic Volumes



LEGEND:
 534 - AM Peak Hour Traffic
 (923)- PM Peak Hour Traffic

Figure 06 - Year 2027 AM and PM Peak Hour (Analysis Phase 02) Background Traffic Volumes



Numbers shown at First Coast Expressway and US 17 are for Project Traffic Only.

LEGEND:
 534 - AM Peak Hour Traffic
 (923)- PM Peak Hour Traffic



Chindalur Traffic Solutions, Inc.
 8833 Perimeter Park Boulevard,
 Suite 103
 Jacksonville, FL 32216
 Phone: (904) 619-3368
 www.ctransolutions.com

Figure 07 - Year 2030 AM and PM Peak Hour (Analysis Phase 03) Background Traffic Volumes

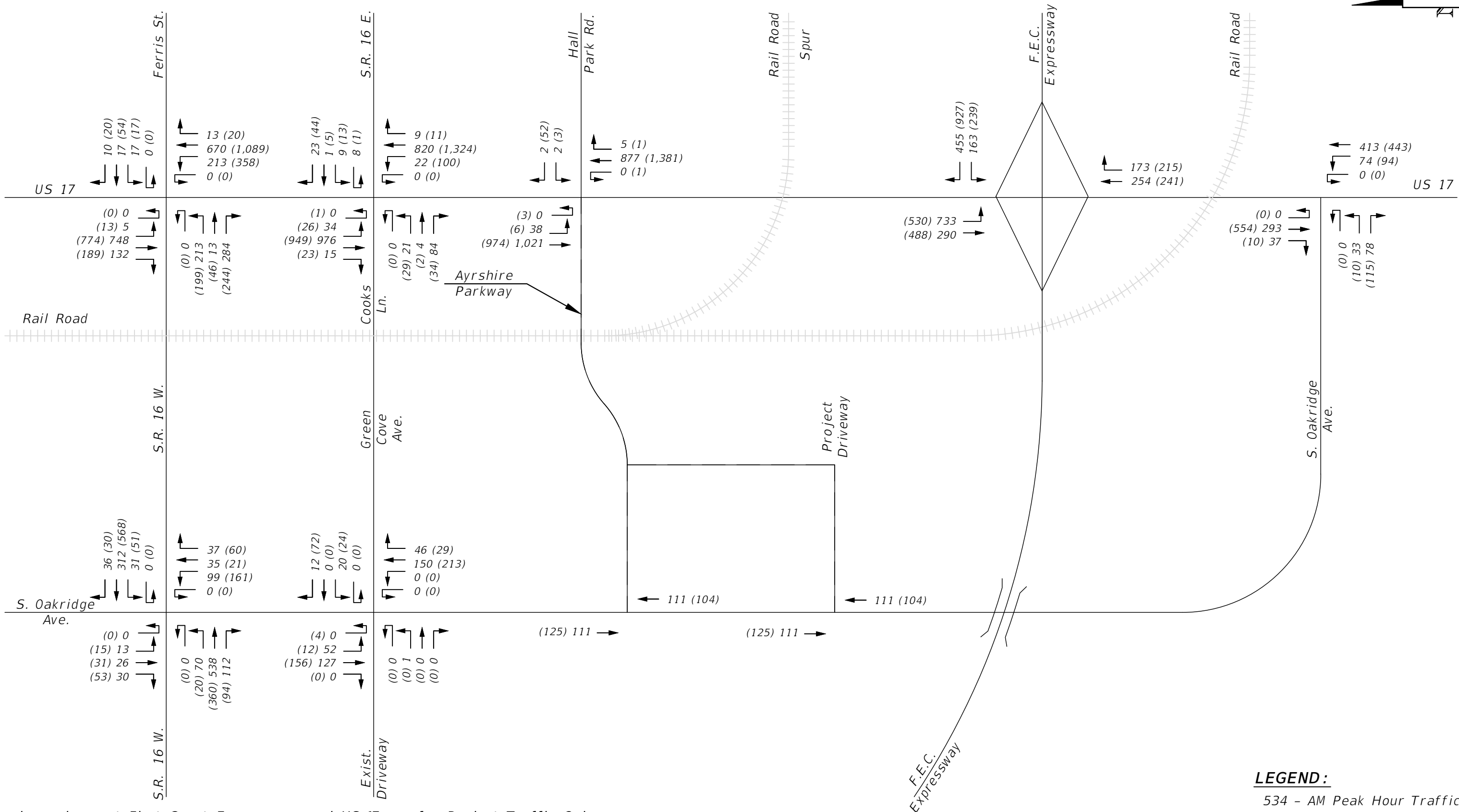
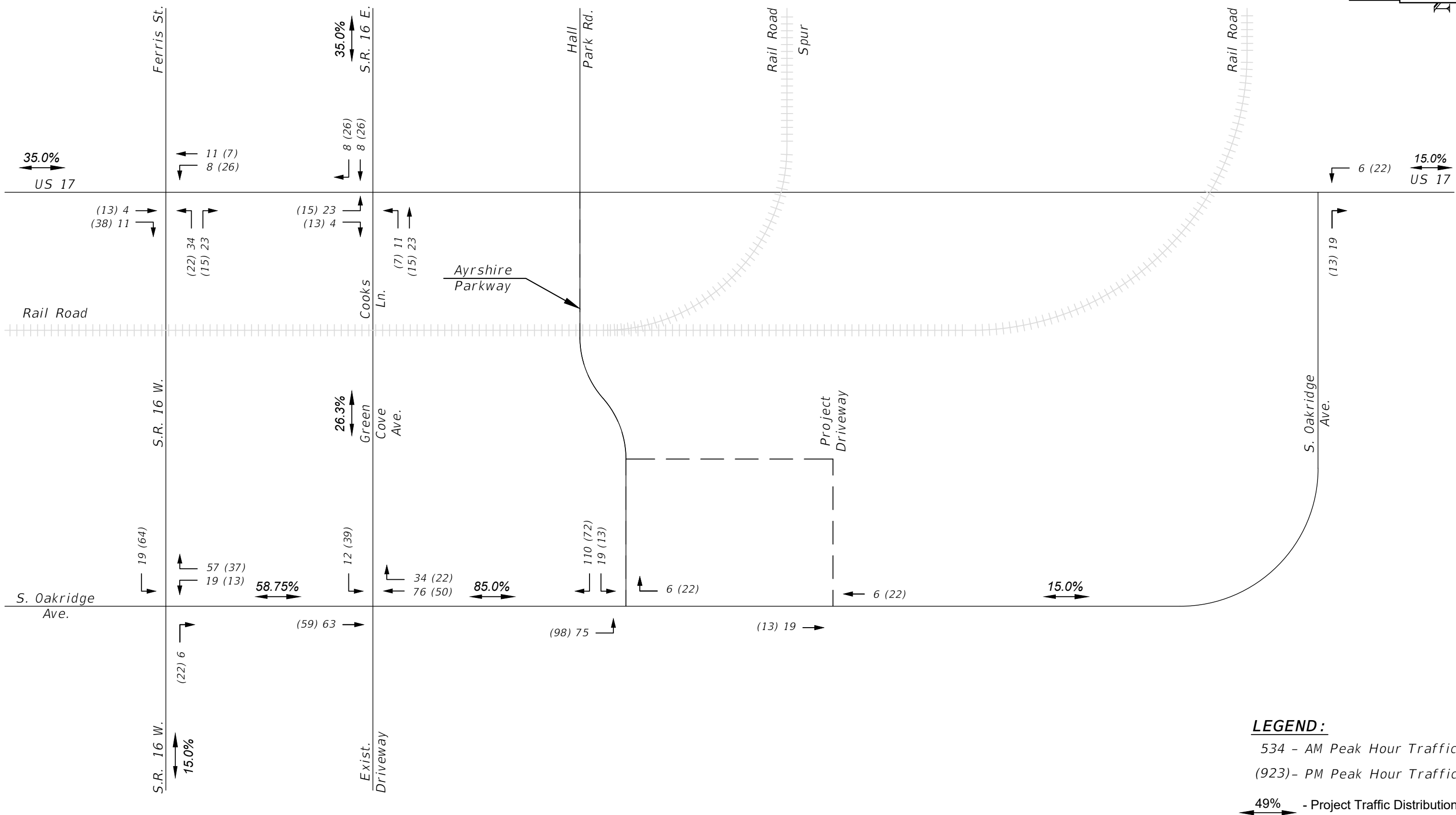


Figure 08 - Year 2035 AM and PM Peak Hour (Analysis Phase 04) Background Traffic Volumes



LEGEND:
 534 - AM Peak Hour Traffic
 (923)- PM Peak Hour Traffic
 49% - Project Traffic Distribution

Figure 09 - Year 2025 AM and PM Peak Hour (Analysis Phase 01) Project Traffic Distribution and Assignment

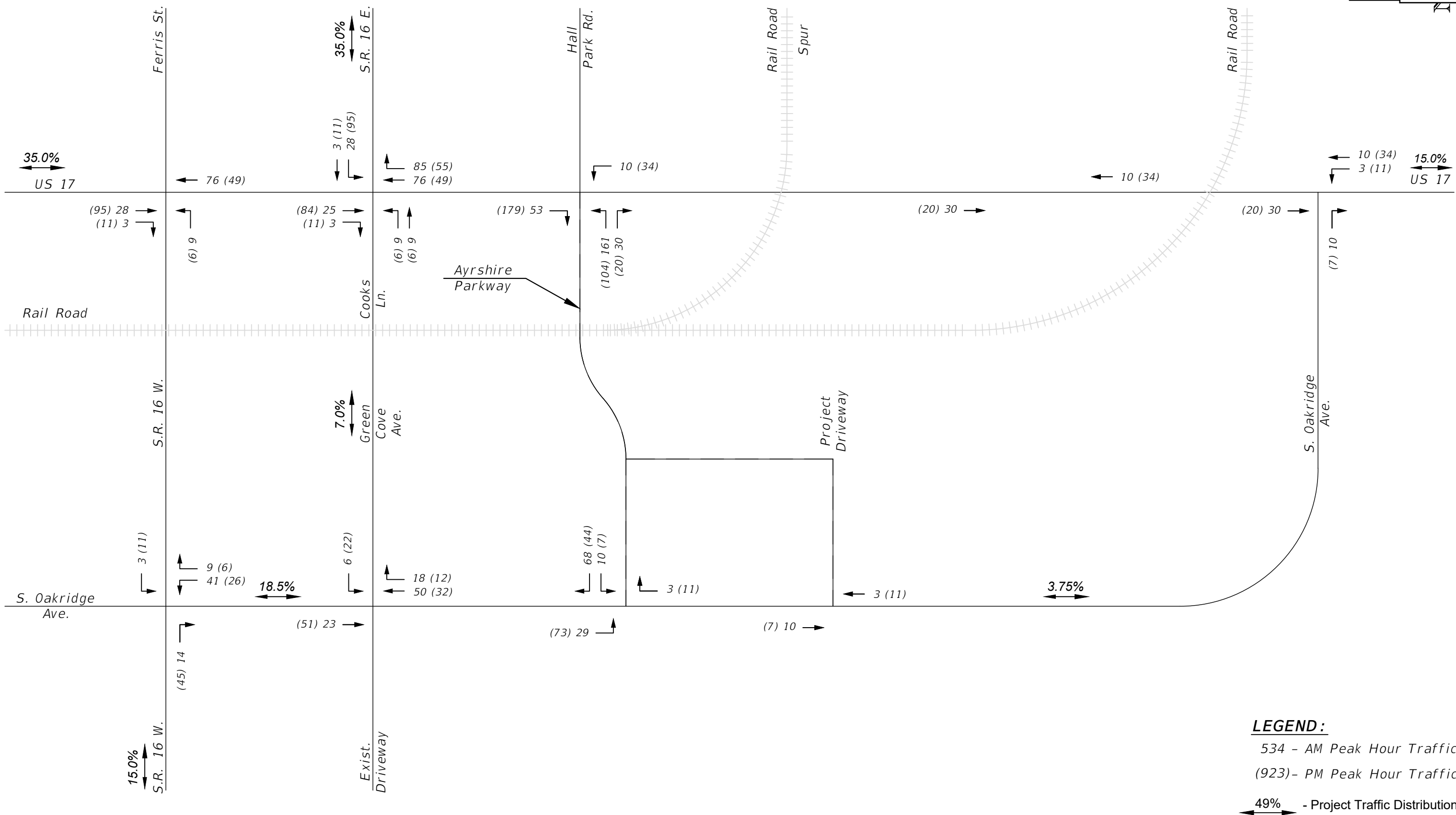
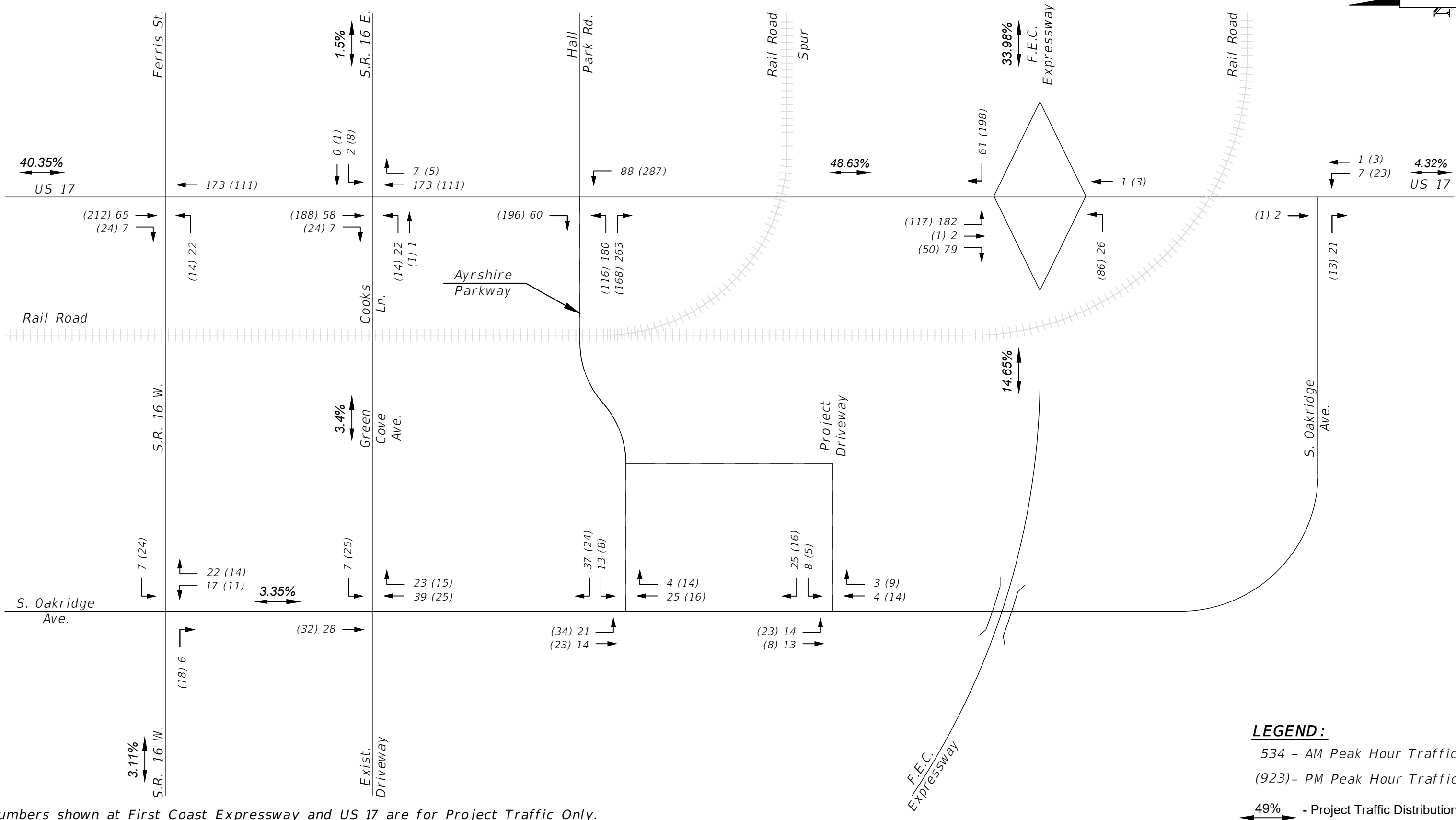
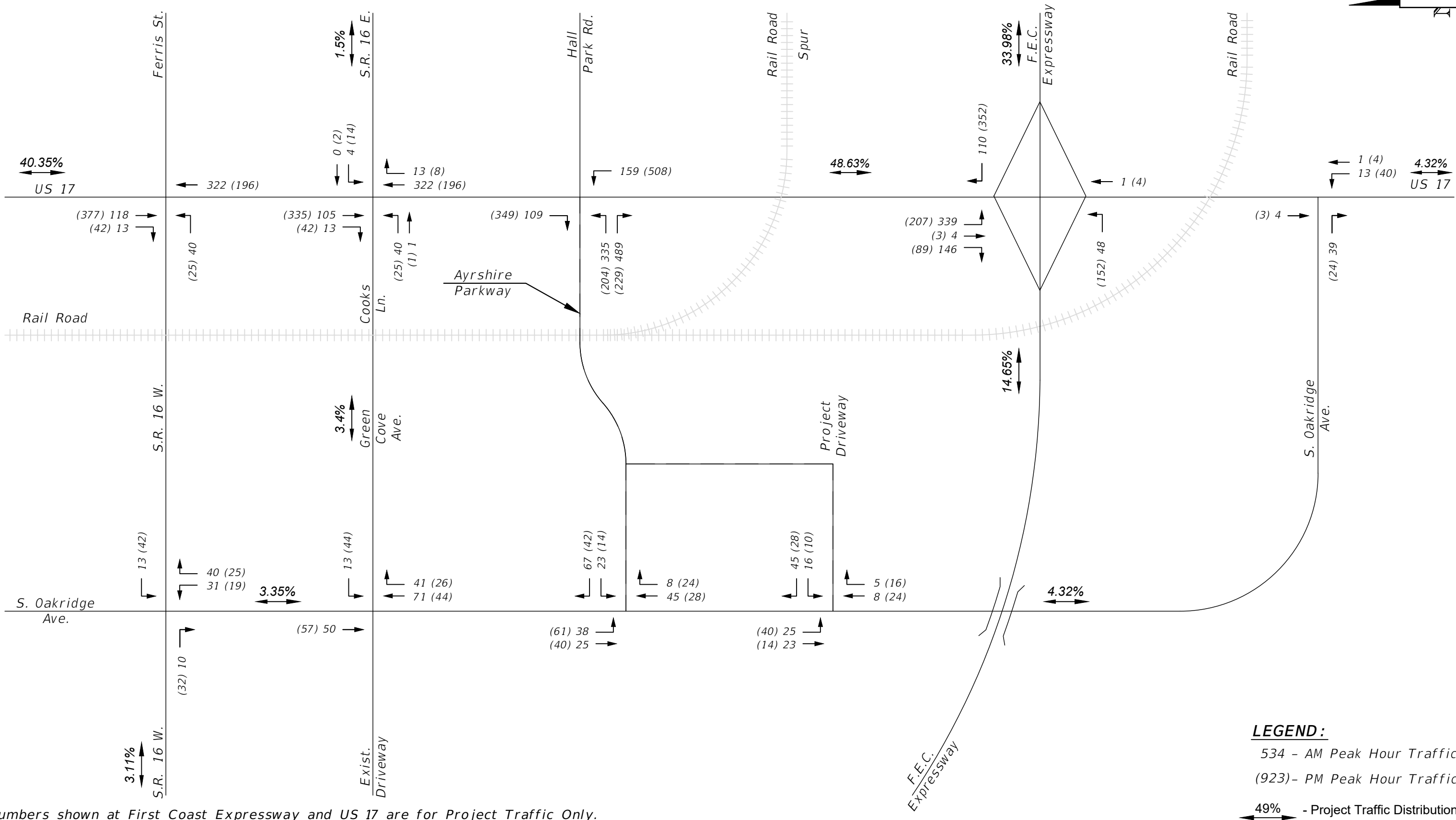


Figure 10 - Year 2027 AM and PM Peak Hour (Analysis Phase 02) Project Traffic Distribution and Assignment



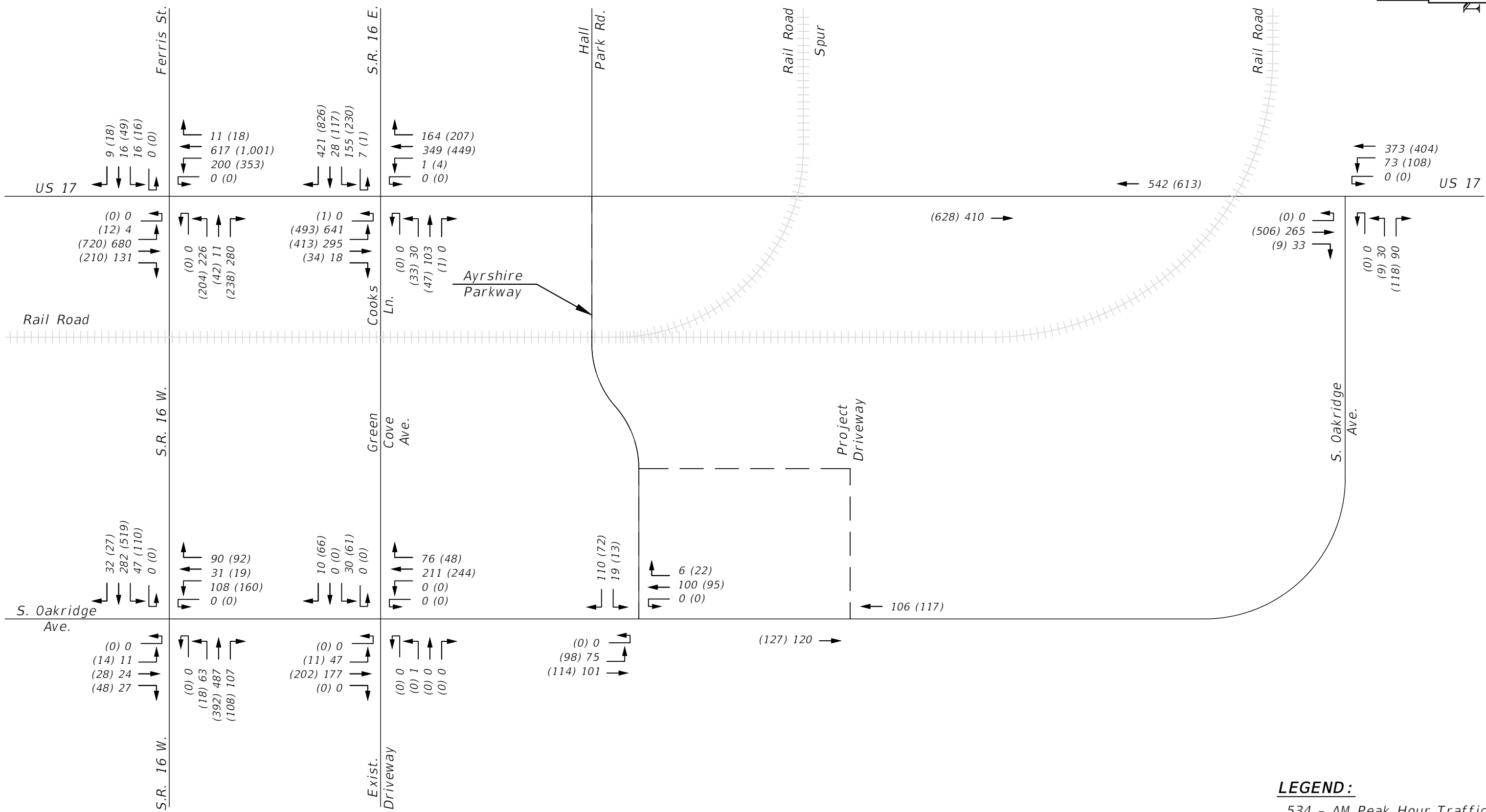
Numbers shown at First Coast Expressway and US 17 are for Project Traffic Only.

Figure 11 - Year 2030 AM and PM Peak Hour (Analysis Phase 03) Project Traffic Distribution and Assignment



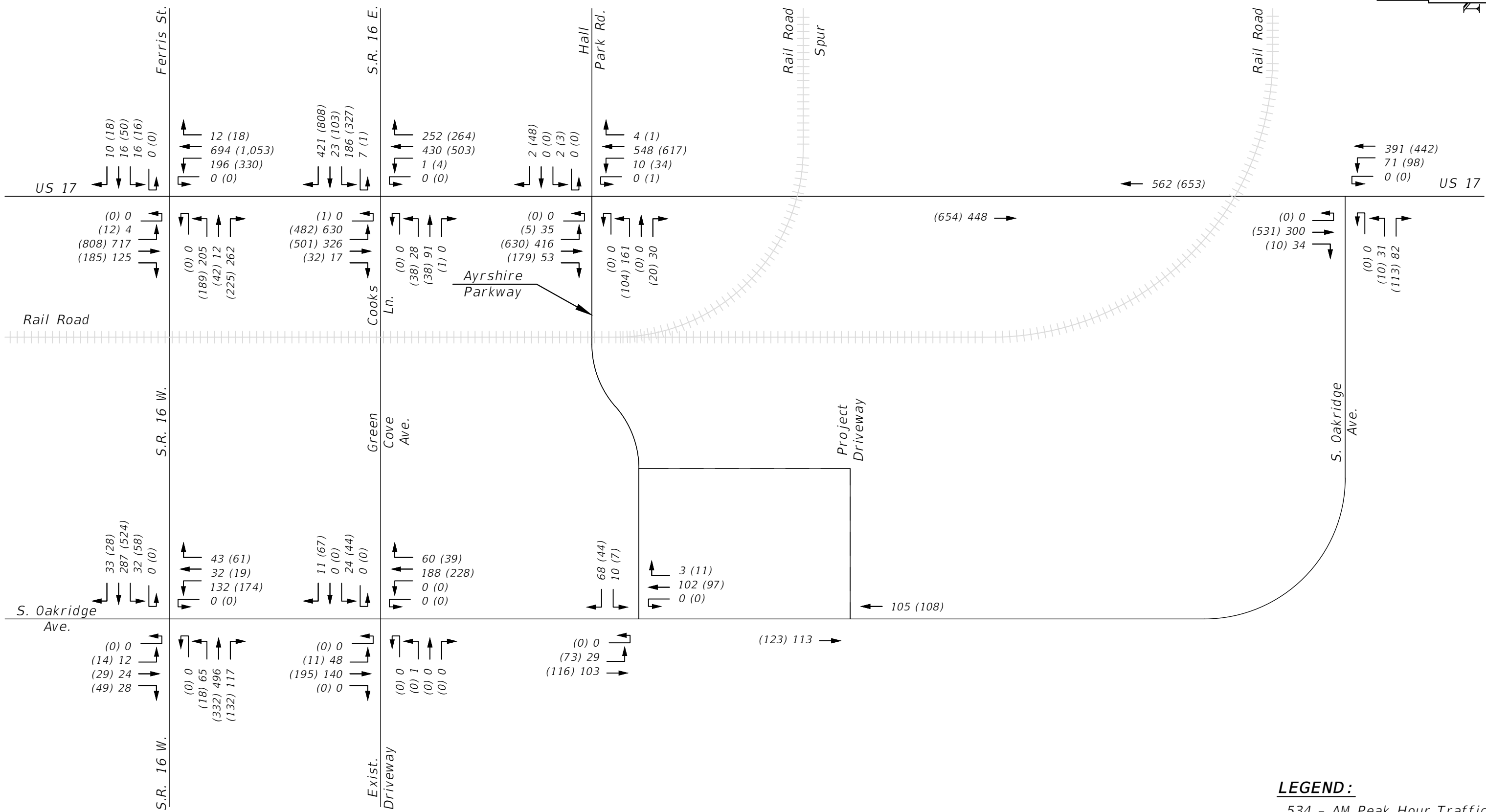
Numbers shown at First Coast Expressway and US 17 are for Project Traffic Only.

Figure 12 - Year 2035 AM and PM Peak Hour (Analysis Phase 04) Project Traffic Distribution and Assignment



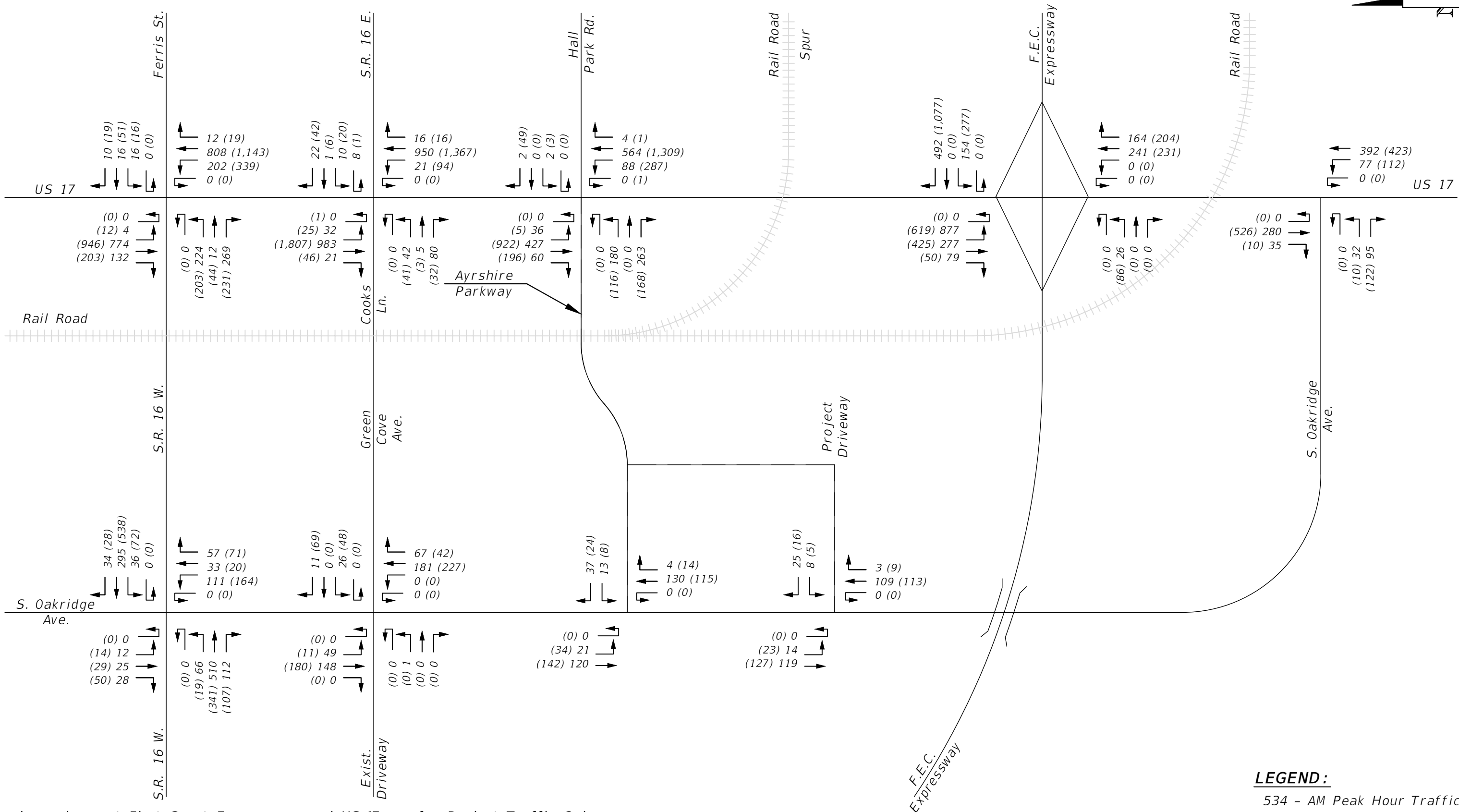
LEGEND:
 534 - AM Peak Hour Traffic
 (923)- PM Peak Hour Traffic

Figure 13 - Year 2025 AM and PM Peak Hour (Analysis Phase 01) Build-Out Traffic Volumes



LEGEND:
 534 - AM Peak Hour Traffic
 (923)- PM Peak Hour Traffic

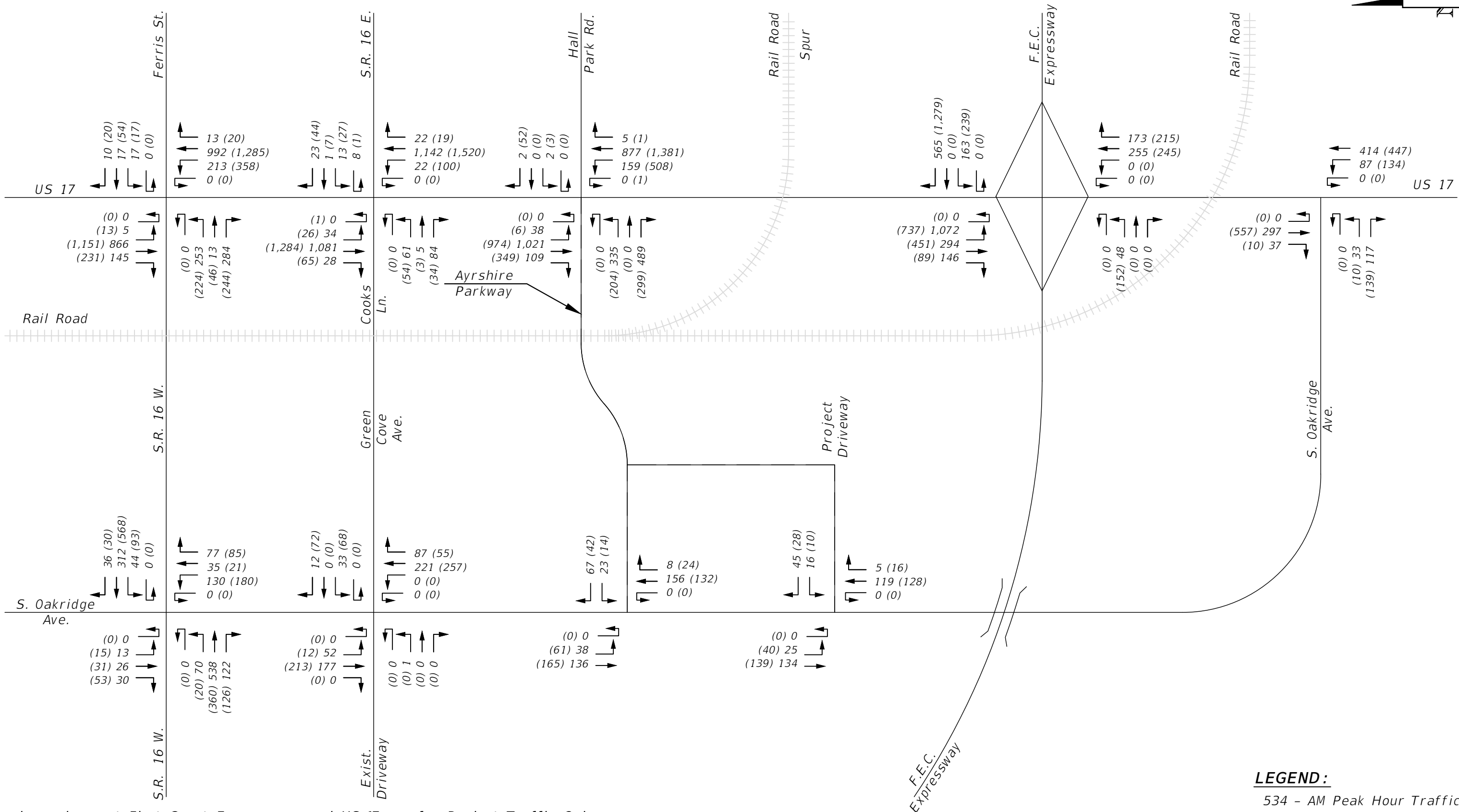
Figure 14 - Year 2027 AM and PM Peak Hour (Analysis Phase 02) Build-Out Traffic Volumes



Numbers shown at First Coast Expressway and US 17 are for Project Traffic Only.

LEGEND:
 534 - AM Peak Hour Traffic
 (923)- PM Peak Hour Traffic

Figure 15 - Year 2030 AM and PM Peak Hour (Analysis Phase 03) Build-Out Traffic Volumes



Numbers shown at First Coast Expressway and US 17 are for Project Traffic Only.

LEGEND:
 534 - AM Peak Hour Traffic
 (923)- PM Peak Hour Traffic

Figure 16 - Year 2035 AM and PM Peak Hour (Analysis Phase 04) Build-Out Traffic Volumes

Table 01
Trip Generation
Ayrshire PUD, City of Green Cove Springs, FL

ITE Land Use Code	Description	Quantity	Units	Time Period	Rate or Equation	Percent Traffic		Project Trips		
						Entering	Exiting	Total	Entering	Exiting
Year 2025 (Analysis Phase 01)										
210	Single Family Home Detached	231	Dwelling Units	Daily	$\ln(T) = 0.92 \ln(X) + 2.71$	50%	50%	2,246	1,123	1,123
				AM Peak	$T = 0.71(X) + 4.80$	25%	75%	169	42	127
				PM Peak	$\ln(T) = 0.96 \ln(X) + 0.20$	63%	37%	227	143	84
Year 2027 (Analysis Phase 02)										
210	Single Family Home Detached	500	Dwelling Units	Daily	$\ln(T) = 0.92 \ln(X) + 2.71$	50%	50%	4,571	2,286	2,285
				AM Peak	$T = 0.71(X) + 4.80$	25%	75%	360	90	270
				PM Peak	$\ln(T) = 0.96 \ln(X) + 0.20$	63%	37%	476	300	176
Year 2030 (Analysis Phase 03)										
210	Single Family Home Detached	1,000	Dwelling Units	Daily	$\ln(T) = 0.92 \ln(X) + 2.71$	50%	50%	8,648	4,324	4,324
				AM Peak	$T = 0.71(X) + 4.80$	25%	75%	715	179	536
				PM Peak	$\ln(T) = 0.96 \ln(X) + 0.20$	63%	37%	927	584	343
Year 2035 (Analysis Phase 04)										
210	Single Family Home Detached	1,470	Dwelling Units	Daily	$\ln(T) = 0.92 \ln(X) + 2.71$	50%	50%	12,327	6,164	6,163
				AM Peak	$T = 0.71(X) + 4.80$	25%	75%	1,049	262	787
				PM Peak	$\ln(T) = 0.96 \ln(X) + 0.20$	63%	37%	1,341	845	496
221	Multi-Family Residential (Low-rise)	630	Units	Daily	$T = 7.56(X) - 40.86$	50%	50%	4,722	2,361	2,361
			Units	AM Peak	$\ln(T) = 0.95 \ln(X) - 0.51$	23%	77%	274	63	211
			Units	PM Peak	$\ln(T) = 0.89 \ln(X) - 0.02$	63%	37%	304	192	112
								17,049	8,525	8,524
								1,323	325	998
								1,645	1,037	608

Source: Trip Generation Manual, 10th Edition, ITE

Table 02
Trends Growth Rate Calculations
Ayrshire PUD, City of Green Cove Springs, FL

Roadway	AADT	Historic Growth Rate	Future Growth Rate
Oak Ridge Avenue	2,200	1.19%	0.91%
SR 16 East of US 17	17,900	1.75%	1.57%
SR 16 West of Oak Ridge	14,100	6.03%	4.99%
SR 16 West of US 17	12,300	3.21%	2.76%
US 17 North of SR 16 E	19,200	-1.26%	-1.26%
US 17 North of SR 16 W	22,500	0.00%	0.00%
US 17 South of SR 16 E	15,000	3.41%	2.98%
US 17 South of SR 16W	19,400	-2.22%	-2.39%
		0.01%	0.01%

Source: Attachment C

Table 03
Existing Conditions - HCM Delay and LOS Summary
Ayrshire PUD - Traffic Study, City of Green Cove Springs, FL

Intersection	Approach	Signal Control	AM Peak			PM Peak		
			Delay	LOS	95%ile Queue (Feet)	Delay	LOS	95%ile Queue (Feet)
SR 16 W at Oak Ridge Avenue	Intersection	Signal	37.50	D		34.20	C	
	EB	Signal	49.40	D		27.90	C	
	WB	Signal	25.50	C		42.30	D	
	NB	Signal	30.10	C		28.60	C	
	SB	Signal	26.40	C		24.00	C	
SR 16 W / Ferris Ave. at US 17	Intersection	Signal	33.00	C		130.10	F	
	EB	Signal	56.40	E		37.20	D	
	WB	Signal	46.90	D		40.00	D	
	NB	Signal	21.70	C		216.40	F	
	SB	Signal	29.50	C		48.70	D	
SR 16 E / Cooks Ln. at US 17	Intersection	Signal	35.00	C		38.80	D	
	EB	Signal	46.90	D		47.20	D	
	WB	Signal	26.50	C		40.00	D	
	NB	Signal	44.60	D		48.30	D	
	SB	Signal	33.60	C		28.90	C	
US 17 at Hall Park Road	SBL	Yield	9.00	A	25	9.30	A	25
	WB	Stop	18.60	A	25	11.90	B	25
Oak Ridge Avenue at Green Cove Avenue	SBL	Yield	7.80	A	25	10.90	B	-
	WB	Stop	11.80	B	25	7.70	A	25
US 17 at Oak Ridge Avenue	NBL	Yield	8.70	A	25	9.00	A	25
	EB	Stop	13.40	B	25	12.30	B	25

Source: Attachment H

Table 04
Year 2025 Background Conditions - HCM Delay and LOS Summary
Ayrshire PUD - Traffic Study, City of Green Cove Springs, FL

Intersection	Approach	Signal Control	AM Peak			PM Peak		
			Delay	LOS	95%ile Queue (Feet)	Delay	LOS	95%ile Queue (Feet)
SR 16 W at Oak Ridge Avenue	Intersection	Signal	40.80	D		34.70	C	
	EB	Signal	56.00	E		27.80	C	
	WB	Signal	25.70	C		43.20	D	
	NB	Signal	30.60	C		29.20	C	
	SB	Signal	26.50	C		24.10	C	
SR 16 W / Ferris Ave. at US 17	Intersection	Signal	33.50	C		141.90	F	
	EB	Signal	55.60	E		37.40	D	
	WB	Signal	47.70	D		40.30	D	
	NB	Signal	22.50	C		237.90	F	
	SB	Signal	30.40	C		52.10	D	
SR 16 E / Cooks Ln. at US 17	Intersection	Signal	35.40	D		40.90	D	
	EB	Signal	47.10	D		47.80	D	
	WB	Signal	27.20	C		44.40	D	
	NB	Signal	45.20	D		49.30	D	
	SB	Signal	33.90	C		29.10	C	
US 17 at Hall Park Road	SBL	Yield	9.00	A	25	9.40	A	25
	WB	Stop	18.60	C	25	12.10	B	25
Oak Ridge Avenue at Green Cove Avenue	SBL	Yield	7.80	A	25	7.80	A	-
	WB	Stop	12.00	B	25	11.00	B	25
US 17 at Oak Ridge Avenue	NBL	Yield	8.70	A	25	9.10	A	25
	EB	Stop	13.40	B	25	12.50	B	25

Source: Attachment H

Table 05
Year 2027 Background Conditions - HCM Delay and LOS Summary
Ayrshire PUD - Traffic Study, City of Green Cove Springs, FL

Intersection	Approach	Signal Control	AM Peak			PM Peak		
			Delay	LOS	95%ile Queue (Feet)	Delay	LOS	95%ile Queue (Feet)
SR 16 W at Oak Ridge Avenue	Intersection	Signal	42.90	D		35.00	D	
	EB	Signal	60.30	E		27.80	C	
	WB	Signal	26.00	C		43.80	D	
	NB	Signal	30.90	C		29.50	C	
	SB	Signal	26.60	C		24.10	C	
SR 16 W / Ferris Ave. at US 17	Intersection	Signal	33.80	C		148.10	F	
	EB	Signal	55.20	E		37.40	D	
	WB	Signal	47.70	D		40.40	D	
	NB	Signal	23.00	C		249.30	F	
	SB	Signal	30.90	C		54.00	D	
SR 16 E / Cooks Ln. at US 17	Intersection	Signal	35.70	D		42.30	D	
	EB	Signal	47.30	D		48.10	D	
	WB	Signal	27.50	C		47.40	D	
	NB	Signal	45.40	D		49.80	D	
	SB	Signal	34.10	C		29.20	C	
US 17 at Hall Park Road	SBL	Yield	9.10	A	25	9.50	A	25
	WB	Stop	19.90	C	25	12.20	B	25
Oak Ridge Avenue at Green Cove Avenue	SBL	Yield	7.90	A	25	7.80	A	-
	WB	Stop	12.10	B	25	11.10	B	25
US 17 at Oak Ridge Avenue	NBL	Yield	8.80	A	25	9.10	A	25
	EB	Stop	13.90	B	25	12.80	B	25

Source: Attachment H

Table 06
Year 2030 Background Conditions - HCM Delay and LOS Summary
Ayrshire PUD - Traffic Study, City of Green Cove Springs, FL

Intersection	Approach	Signal Control	AM Peak			PM Peak		
			Delay	LOS	95%ile Queue (Feet)	Delay	LOS	95%ile Queue (Feet)
SR 16 W at Oak Ridge Avenue	Intersection	Signal	46.40	D		35.60	D	
	EB	Signal	67.10	E		27.80	C	
	WB	Signal	26.40	C		44.80	D	
	NB	Signal	31.30	C		30.20	C	
	SB	Signal	26.60	C		24.20	C	
SR 16 W / Ferris Ave. at US 17	Intersection	Signal	34.50	C		158.10	F	
	EB	Signal	54.90	D		37.60	D	
	WB	Signal	47.80	D		40.50	D	
	NB	Signal	24.30	C		267.00	F	
	SB	Signal	31.70	C		57.90	E	
SR 16 E / Cooks Ln. at US 17	Intersection	Signal	29.40	C		44.30	D	
	EB	Signal	49.90	D		52.80	D	
	WB	Signal	30.70	C		29.10	C	
	NB	Signal	27.80	C		48.00	D	
	SB	Signal	28.20	C		37.80	D	
US 17 at Hall Park Road	SBL	Yield	53.50	F	25	14.20	B	25
	WB	Stop	10.70	B	25	24.40	C	50
Oak Ridge Avenue at Green Cove Avenue	SBL	Yield	7.90	A	25	7.80	A	-
	WB	Stop	12.30	B	25	11.20	B	25
US 17 at Oak Ridge Avenue	NBL	Yield	8.90	A	25	9.20	A	25
	EB	Stop	14.20	B	25	12.90	B	25

Source: Attachment H

Table 07
Year 2035 Background Conditions - HCM Delay and LOS Summary
Ayrshire PUD - Traffic Study, City of Green Cove Springs, FL

Intersection	Approach	Signal Control	AM Peak			PM Peak		
			Delay	LOS	95%ile Queue (Feet)	Delay	LOS	95%ile Queue (Feet)
SR 16 W at Oak Ridge Avenue	Intersection	Signal	53.70	D		37.00	D	
	EB	Signal	81.70	F		28.00	C	
	WB	Signal	27.20	C		47.30	D	
	NB	Signal	31.90	C		31.50	C	
	SB	Signal	26.90	C		24.30	C	
SR 16 W / Ferris Ave. at US 17	Intersection	Signal	35.80	D		174.90	F	
	EB	Signal	54.00	D		37.90	D	
	WB	Signal	48.20	D		40.80	D	
	NB	Signal	26.60	C		295.70	F	
	SB	Signal	33.30	C		66.00	E	
SR 16 E / Cooks Ln. at US 17	Intersection	Signal	30.00	C		47.70	D	
	EB	Signal	50.40	D		66.20	E	
	WB	Signal	30.80	C		30.60	C	
	NB	Signal	28.50	C		48.30	D	
	SB	Signal	28.80	C		44.90	D	
US 17 at Hall Park Road	SBL	Yield	11.10	B	25	15.00	B	25
	WB	Stop	66.40	F	25	27.80	D	50
Oak Ridge Avenue at Green Cove Avenue	SBL	Yield	7.90	A	25	7.80	A	-
	WB	Stop	12.50	B	25	11.50	B	25
US 17 at Oak Ridge Avenue	NBL	Yield	9.00	A	25	9.30	A	25
	EB	Stop	14.70	B	50	13.20	B	25

Source: Attachment H

Table 08
Year 2025 (Analysis Phase 01) Development Conditions - HCM Delay and LOS Summary
Ayrshire PUD - Traffic Study, City of Green Cove Springs, FL

Intersection	Approach	Signal Control	AM Peak			PM Peak		
			Delay	LOS	95%ile Queue (Feet)	Delay	LOS	95%ile Queue (Feet)
SR 16 W at Oak Ridge Avenue	Intersection	Signal	36.20	D		35.50	D	
	EB	Signal	45.80	D		33.60	C	
	WB	Signal	23.40	C		40.80	D	
	NB	Signal	31.80	C		29.90	C	
	SB	Signal	25.10	C		23.20	C	
SR 16 W / Ferris Ave. at US 17	Intersection	Signal	31.60	C		133.70	F	
	EB	Signal	52.60	E		37.60	D	
	WB	Signal	45.80	D		39.40	D	
	NB	Signal	21.00	C		220.70	F	
	SB	Signal	28.30	C		64.70	E	
SR 16 E / Cooks Ln. at US 17	Intersection	Signal	34.90	C		42.00	D	
	EB	Signal	50.30	D		49.50	D	
	WB	Signal	25.40	C		48.50	D	
	NB	Signal	43.70	D		47.60	D	
	SB	Signal	34.00	C		29.40	C	
US 17 at Hall Park Road	SBL	Yield	8.80	A	25	9.50	A	25
	WB	Stop	14.30	B	-	12.00	B	25
Oak Ridge Avenue at Green Cove Avenue	SBL	Yield	8.00	A	25	7.90	A	-
	WB	Stop	12.30	B	25	13.10	B	25
US 17 at Oak Ridge Avenue	NBL	Yield	8.50	A	25	9.20	A	25
	EB	Stop	12.00	B	25	12.20	B	25
Oak Ridge Avenue at Ayrshire Boulevard	SBL	Yield	7.6	A	25	7.7	A	25
	WBL	Stop	11.4	B	25	12.1	B	25
	WBR	Stop	9.4	A	25	9.2	A	25

Source: Attachment H

Table 09
Year 2027 (Analysis Phase 02) Development Conditions - HCM Delay and LOS Summary
Ayrshire PUD - Traffic Study, City of Green Cove Springs, FL

Intersection	Approach	Signal Control	AM Peak			PM Peak		
			Delay	LOS	95%ile Queue (Feet)	Delay	LOS	95%ile Queue (Feet)
SR 16 W at Oak Ridge Avenue	Intersection	Signal	37.20	D		37.10	D	
	EB	Signal	47.80	D		37.20	D	
	WB	Signal	22.90	C		42.40	D	
	NB	Signal	30.60	C		29.00	C	
	SB	Signal	25.10	C		23.20	C	
SR 16 W / Ferris Ave. at US 17	Intersection	Signal	32.20	C		96.70	F	
	EB	Signal	55.70	E		38.20	D	
	WB	Signal	45.70	D		46.80	D	
	NB	Signal	22.00	C		157.50	F	
	SB	Signal	29.00	C		42.40	E	
SR 16 E / Cooks Ln. at US 17	Intersection	Signal	37.30	D		45.00	D	
	EB	Signal	49.10	D		48.90	D	
	WB	Signal	27.80	C		53.30	D	
	NB	Signal	49.60	D		48.40	D	
	SB	Signal	33.40	C		32.00	C	
US 17 at Ayrshire Boulevard/Hall Park Road	Intersection	Signal	13.50	B		13.00	B	
	EB	Signal	15.00	B		16.00	B	
	WB	Signal	20.40	C		22.00	C	
	NB	Signal	14.50	B		11.90	B	
	SB	Signal	11.70	B		13.90	B	
Oak Ridge Avenue at Green Cove Avenue	SBL	Yield	7.90	A	25	7.90	A	-
	WB	Stop	12.00	B	25	13.10	B	25
Oak Ridge Avenue at Ayrshire Boulevard	SBL	Yield	7.5	A	25	7.7	A	25
	WBL	Stop	10.3	B	25	12.1	B	25
	WBR	Stop	9.2	A	25	9.2	A	25
US 17 at Oak Ridge Avenue	NBL	Yield	8.70	A	25	9.20	A	25
	EB	Stop	12.40	B	25	12.20	B	25

Source: Attachment H

Table 10
Year 2030 (Analysis Phase 03) Development Conditions - HCM Delay and LOS Summary
Ayrshire PUD - Traffic Study, City of Green Cove Springs, FL

Intersection	Approach	Signal Control	AM Peak			PM Peak		
			Delay	LOS	95%ile Queue (Feet)	Delay	LOS	95%ile Queue (Feet)
SR 16 W at Oak Ridge Avenue	Intersection	Signal	37.60	D		35.80	D	
	EB	Signal	48.60	D		33.20	D	
	WB	Signal	22.90	C		42.40	D	
	NB	Signal	30.30	C		29.00	C	
	SB	Signal	25.10	C		23.30	C	
SR 16 W / Ferris Ave. at US 17	Intersection	Signal	32.90	C		173.20	F	
	EB	Signal	53.80	D		37.70	D	
	WB	Signal	45.70	D		39.60	D	
	NB	Signal	24.00	C		245.60	F	
	SB	Signal	30.70	C		145.20	F	
SR 16 E / Cooks Ln. at US 17	Intersection	Signal	30.50	D		44.50	D	
	EB	Signal	50.50	D		46.70	D	
	WB	Signal	30.60	C		29.70	C	
	NB	Signal	28.60	C		47.10	D	
	SB	Signal	29.90	C		41.80	D	
US 17 at Ayrshire Boulevard/Hall Park Road	Intersection	Signal	14.00	B		15.70	B	
	EB	Signal	23.30	C		25.40	C	
	WB	Signal	25.50	C		31.60	C	
	NB	Signal	10.90	B		15.80	B	
	SB	Signal	12.80	B		12.50	B	
Oak Ridge Avenue at Green Cove Avenue	SBL	Yield	7.90	A	25	7.80	A	-
	WB	Stop	12.10	B	25	12.20	B	25
Oak Ridge Avenue at Ayrshire Boulevard	SBL	Yield	7.5	A	25	7.6	A	25
	WBL	Stop	10.5	B	25	10.9	B	25
	WBR	Stop	9.2	A	25	9	A	25
Oak Ridge Avenue at Jersey Avenue	SBL	Yield	7.50	A	25	7.50	A	25
	WB	Stop	9.70	A	25	9.40	A	25
US 17 at Oak Ridge Avenue	NBL	Yield	8.60	A	25	9.30	A	25
	EB	Stop	12.40	B	25	12.50	B	25

Source: Attachment H

Table 11
Year 2035 (Analysis Phase 04) Development Conditions - HCM Delay and LOS Summary
Ayrshire PUD - Traffic Study, City of Green Cove Springs, FL

Intersection	Approach	Signal Control	AM Peak			PM Peak		
			Delay	LOS	95%ile Queue (Feet)	Delay	LOS	95%ile Queue (Feet)
SR 16 W at Oak Ridge Avenue	Intersection	Signal	42.60	D		37.20	D	
	EB	Signal	58.20	E		35.70	D	
	WB	Signal	22.90	C		43.10	D	
	NB	Signal	32.50	C		30.70	C	
	SB	Signal	25.30	C		23.40	C	
SR 16 W / Ferris Ave. at US 17	Intersection	Signal	35.90	D		241.00	F	
	EB	Signal	51.90	D		38.20	D	
	WB	Signal	46.20	D		39.80	D	
	NB	Signal	29.40	C		305.50	F	
	SB	Signal	34.60	C		251.70	F	
SR 16 E / Cooks Ln. at US 17	Intersection	Signal	33.60	C		33.50	D	
	EB	Signal	53.00	D		64.20	E	
	WB	Signal	30.90	C		38.00	D	
	NB	Signal	33.10	C		35.40	D	
	SB	Signal	31.60	C		29.10	C	
US 17 at Ayrshire Boulevard/Hall Park Road	Intersection	Signal	31.00	C		55.70	E	
	EB	Signal	42.80	D		72.90	E	
	WB	Signal	38.40	D		65.20	E	
	NB	Signal	23.50	C		39.20	D	
	SB	Signal	29.30	C		72.30	E	
Oak Ridge Avenue at Green Cove Avenue	SBL	Yield	7.70	A	25	8.00	A	-
	WB	Stop	11.20	B	25	13.80	B	50
Oak Ridge Avenue at Ayrshire Boulevard	SBL	Yield	7.7	A	25	7.7	A	25
	WBL	Stop	11.4	B	25	12	B	25
	WBR	Stop	9.5	A	25	9.3	A	25
Oak Ridge Avenue at Jersey Avenue	SBL	Yield	7.50	A	25	7.60	A	25
	WB	Stop	9.70	A	25	9.80	A	25
US 17 at Oak Ridge Avenue	NBL	Yield	8.70	A	25	9.60	A	25
	EB	Stop	12.80	B	25	13.10	B	50

Source: Attachment H

Attachment A

Conceptual Site Plan
(Source: Dunn and Associates, Inc.)

**SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION
AGREEMENT
(Ayrshire)**

THIS SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT (“**Agreement**”) is made by and among **CITY OF GREEN COVE SPRINGS**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 321 Walnut Street, Green Cove Springs, Florida 32043 (the “**City**”); **CLAY COUNTY DISTRICT SCHOOLS**, a body corporate and political subdivision of the State of Florida, whose address is 900 Walnut Street, Green Cove Springs, Florida 32043 (hereinafter referred to as “**School District**”); and **D.R. HORTON, INC. – JACKSONVILLE**, a Delaware corporation, whose address is 4220 Race Track Road, St. Johns, Florida 32259 (hereinafter referred to as the “**Developer**”).

RECITALS:

WHEREAS, Developer is the contract purchaser of that certain tract of land being approximately 561 acres located in the City of Green Cove Springs, being a portion of Clay County Parcel Identification No. 38-06-26-016515-000-00 as more particularly described on **Exhibit “A”** attached hereto incorporated herein by this reference (the “**Property**”). The location of the Property described in **Exhibit “A”** is illustrated with a map appearing in **Exhibit “B”**; and further described in the School Concurrency Reservation Certificate application entitled Ayrshire/Gustafson’s Dairy; and

WHEREAS, the Applicant has submitted an application for a development proposal seeking approval to develop a maximum of 2,100 residential dwelling units on the Property, hereinafter referred to as the “**Development Proposal**”; and

WHEREAS, the City and the School District have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards (“**Level of Service**” and “**Level of Service Standards**”) consistent with the terms of the current Interlocal Agreement for Coordinated Planning, Public Educational Facility Siting and Review and School Concurrency in Clay County between the School District, the Clay County Board of County Commissioners and the local governments, including the City (the “**Interlocal Agreement**”), and the public school facilities and capital improvement elements of the respective comprehensive plans (individually, “**Element**”; plural, “**Elements**”); and

WHEREAS, at the time of this Agreement, adequate elementary and high school capacity is available to accommodate the elementary and high school students the Development Proposal is anticipated to generate by the Development Proposal; and

WHEREAS, at the adopted Level of Service standards, (i) adequate school capacity is not available for seventy-one (71) junior high students generated by the Development Proposal at the Level of Service Standard within the school concurrency services area or areas (“**Concurrency Service Area**”; “**Concurrency Service Areas**”) in which the Development

Proposal is located, to accommodate the anticipated number of public school students that the Development Proposal will generate; (ii) the needed junior high school capacity for the applicable Concurrency Service Area or Concurrency Service Areas within which the Development Proposal is located is also not available in any contiguous Concurrency Service Areas; and (iii) available junior high school capacity will not be in place or under actual construction within three (3) years after the approval of the Development Proposal; and

WHEREAS, authorizing these new residential dwelling units without the mitigation provided for in this Agreement would result in a failure of the Level of Service Standard for public school facilities in one or more applicable Concurrency Service Areas, or will exacerbate existing deficiencies in Level of Service; and

WHEREAS, the Parties agree that public school concurrency shall be satisfied by the Applicant’s execution of this legally binding Agreement to provide mitigation proportionate to the demand for public school facilities to be created by these new residential dwelling units (“**Proportionate Share Mitigation**”); and

WHEREAS, the Parties further agree that the appropriate Proportionate Share Mitigation option necessary to satisfy public school concurrency is payment of Proportionate Share Mitigation in the amount of **\$1,967,552.00 for the Development Proposal, or \$936.93 per dwelling unit**, as more specifically depicted or described herein; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions upon which the Developer shall pay funds as Proportionate Share Mitigation for the Property impacts on K-12 educational facilities under control of the School District.

NOW, THEREFORE, in consideration of the foregoing described Proportionate Share Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

- 1. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.
- 2. **PARTIES.** The City, the School District and the Developer shall be collectively referred to as the “**Parties.**”
- 3. **LEGALLY BINDING COMMITMENT.** The Parties agree that this Agreement constitutes a legally binding commitment by the Developer to provide Proportionate Share Mitigation for the new residential dwelling units sought to be approved by City in the Development Proposal for the Property.
- 4. **PROPORTIONATE SHARE MITIGATION.** The Parties agree that the payment of Proportionate Share Mitigation in the total amount of \$1,967,552.00 for the Development Proposal, or \$936.93 per dwelling unit, is an appropriate Proportionate Share Mitigation option necessary to maintain the Level of Service Standard for school capacity in the affected Concurrency Service Area or Concurrency Service Areas. Upon

the final execution of this Agreement, the School District shall issue a revised School Concurrency Determination showing adequate mitigation. The duration and effect of this School Concurrency Determination shall be in accordance with the Interlocal Agreement and the Public School Facilities Element. However, in no event shall this School Concurrency Determination, or any capacity reservation based on this Determination, continue to be effective if the Developer fails to perform its obligations under this Agreement. Conversely, once the Developer has completely performed its obligations under this Agreement, the Developer shall be entitled to rely on the School Concurrency Determination and capacity reservation to the extent of the capacity provided by the Proportionate Share Mitigation and once the Developer has completely performed its obligations under this Agreement, such right of reliance shall survive the expiration of this Agreement.

5. **TIMING**. The Parties agree that the Proportionate Share Mitigation shall occur at the time of, and be a condition for the issue by City of, final plat approval for each lot within the Property. For example, if a plat contains 100 lots, the Developer shall pay \$93,693.00 (100 lots times \$936.93 per lot) in Proportionate Share Mitigation prior to the City's approval of such plat. Each payment shall be made directly to the School District.

6. **IMPACT FEE CREDIT**. As consideration for the Developer's Proportionate Share Mitigation specified herein, the Parties agree that the City shall provide a credit of \$1,967,552.00 for the Development Proposal, or \$936.93 per dwelling unit, toward any school impact fee or exaction imposed by ordinance of the City or Clay County for the same need. Should the school impact fee or exaction be greater than the above-described credit, the Developer shall pay the difference at the time school impact fees are due. The Developer shall provide a school impact fee voucher substantially in the form of "**Exhibit C**" to the City and/or County, at the time of impact fee payment. Should the school impact fee or exaction be less, the Developer shall not be entitled to the use of any excess credits. Should school impact fees be pre-paid in order to extend the Final Certificate of Concurrency, any remaining balance due on the Proportionate Share Mitigation shall be paid at the time of final subdivision approval. Provided, however nothing in this Agreement shall be deemed to require the City to continue to levy or collect School Impact Fees, or, if levied, to levy them for any certain amount.

7. **SCHOOL CAPACITY IMPROVEMENT**. The School District agrees to apply the Proportionate Share Mitigation contributed by the Developer toward a school capacity improvement which will be added to the planned capital improvements in the Five Year District Facilities Work Plan at the time of its next annual update, and which satisfies the demands created by the Development Proposal in accordance with this Agreement.

8. **NO GUARANTEE OF LAND USE/ZONING**. Nothing in this Agreement shall require the City to approve any Land Use Amendment or Rezoning application associated with the Property.

9. **EFFECTIVE DATE**. This Agreement shall become effective on the date it is recorded in the Public Records of Clay County, Florida (the "**Effective Date**"). If this Agreement is not executed by the Developer and delivered to the City within thirty (30) days after the latter of City or School District approval of this Agreement, this Agreement shall become void.

10. **TERM.** This Agreement shall expire upon the Parties' completion of their performance of all obligations herein.

11. **STATUTORY COMPLIANCE.** The Parties agree that this Agreement satisfies the requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(6)(h), Florida Statutes.

12. **NOTICES.** Whenever any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the Parties designate the following as the respective places for giving notice:

TO THE CITY:

City Manager
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043

WITH COPIES TO:

Jim Arnold, Attorney
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043
cityattorney@greencovesprings.com

FOR SCHOOL DISTRICT:

James Fossa
Coordinator of Planning and
Intergovernmental Affairs
Clay County District Schools
900 Walnut Street
Green Cove Springs, Florida 32043

FOR DEVELOPER:

D.R. Horton, Inc. – Jacksonville
Attn: John R. Gislason
4220 Race Track Road
St. Johns, Florida 32259

WITH COPIES TO:

Ellen Avery-Smith, Esq.
Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086

13. **RELEASE.** Upon the performance of all obligations of all Parties hereto, the School District shall release the Developer from this Agreement, and the Developer shall release the School District and the City from any and all future claims, costs or liabilities arising out of

the provision of Proportionate Share Mitigation in accordance with this Agreement. These releases shall be recorded at the Developer's expense in the Official Records of Clay County, Florida, evidencing such performance.

14. **DEFAULT.** If any party to this Agreement materially defaults under the terms hereof, then the City shall give the defaulting party thirty (30) days' notice and a right to cure such breach. Should the Developer of the property described herein fail to timely cure a default in meeting their obligations set forth herein, its Concurrency certificate, issued based upon payment and/or performance hereunder, shall be voided and that Developer and the property described herein shall lose their right to concurrency under this Agreement and their right to School Impact Fee credits under this Agreement. Further, in the case of such default, any development upon that property dependent upon such certificate will be stopped, until and unless the agreement is reinstated or the default is cured or capacity becomes available and is granted through an appropriate application. Should City or School District fail to timely cure a default in meeting their obligations set forth herein, Developer may seek any and all remedies available to it in law or equity.

15. **VENUE; CHOICE OF LAW.** Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the Circuit Court of Clay County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.

16. **CAPTIONS and PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

17. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver.

18. **EXHIBITS.** All Exhibits attached hereto contain additional tents of this Agreement and are incorporated herein by reference.

19. **FURTHER ASSURANCES.** The Parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

20. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document prepared with the same or similar formality as this Agreement and executed by all the Parties to this Agreement.

21. **ASSIGNMENT.** This Agreement runs with the land. The Developer may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property. Any such assignment shall be in writing and shall require the prior acknowledgement of all of the Parties. At the election of the School District,

such acknowledgement may be conditioned upon the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.

22. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is made for the sole benefit and protection of the parties, their successors and assigns, and no other persons shall have any right of action hereunder.

23. **COUNTERPARTS.** This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.

24. **RECORDING OF THIS AGREEMENT.** The Developer shall record this Agreement, at its expense, within fourteen (14) days after full execution, in the Clay County Public Records. Time is of the essence in the recording, and failure to timely record shall render this Agreement void.

25. **MERGER CLAUSE.** This Agreement sets forth the entire agreement among the Parties, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

26. **SEVERABILITY.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of this Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates above each signature:

CITY of GREEN COVE SPRINGS, through its CITY COMMISSION, signing by and through its City Manager, authorized to execute same by Commission action on this _____ day of _____, 2021.

The SCHOOL DISTRICT OF CLAY COUNTY, signing by and through its Chair, authorized to execute same by District action on this _____ day of _____, 2021.

The DEVELOPER signing by _____ its _____ duly authorized to execute same, on this _____ day of _____, 2021.

CITY

Passed and Duly Adopted by the City Commission of the City of Green Cove Springs, Florida this ____ day of _____, 2021.

Attest:

CITY OF GREEN COVE SPRINGS,
FLORIDA, a municipal corporation

Print Name: _____

By: _____
Steve Kennedy, City Manager

Print Name: _____

Approved as to form, legal sufficiency and execution:

By: _____
L.J. Arnold, III, City Attorney

SCHOOL DISTRICT

Signed, witnessed, executed and acknowledged on this ____ day of _____, 2021.

WITNESSES

**THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

Print Name: _____

By: _____, Chair

Print Name: _____

(Please Print)

ATTEST:

By: _____, Superintendent of Schools

(Please Print)

DEVELOPER

Signed, witnessed, executed and acknowledged on this ___ day of _____, 2021.

WITNESSES

DEVELOPER

D.R. HORTON INC. -JACKSONVILLE, a
Delaware corporation

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization on this day ___ of _____, 2021, by _____, as _____ of D.R. Horton, Inc. - Jacksonville., a Delaware corporation, on behalf of the corporation, who is (check one) personally known to me or has produced a valid driver's license as identification.

Notary Public

Name: _____

Commission Expires: _____

Exhibit "A"

Property

A portion of Section 38 of the George I.F. Clarke Grant, Township 6 South, Range 26 East, Clay County, Florida, being a portion of those lands described and recorded in Official Records Book 1545, page 513 of the Public Records of said county and being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Easterly right of way line of County Road 15A, (South Oakridge Avenue), a 100 foot right of way as presently established with the Southerly right of way line of Green Cove Avenue, a variable width right of way as presently established; thence Southerly along said Easterly right of way line and along the arc of a curve concave Westerly having a radius of 1959.86 feet, through a central angle of $14^{\circ}47'09''$, an arc length of 505.76 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $05^{\circ}15'37''$ East, 504.36 feet; thence South $02^{\circ}07'57''$ West, continuing along last said Easterly right of way line, 1331.79 feet to the Southwest corner of those lands described and recorded in Official Records Book 3863, page 203 of said Public Records and the Point of Beginning.

From said Point of Beginning, thence Easterly and Northeasterly along the Southerly and Southeasterly boundary of last said lands, the following 12 courses: Course 1, thence South $88^{\circ}31'42''$ East, departing last said Easterly right of way line, 282.59 feet; Course 2, thence North $21^{\circ}17'17''$ East, 161.55 feet; Course 3, thence South $68^{\circ}42'43''$ East, 287.10 feet; Course 4, thence South $58^{\circ}52'43''$ East, 32.90 feet; Course 5, thence South $37^{\circ}48'54''$ East, 22.40 feet; Course 6, thence North $70^{\circ}53'31''$ East, 15.20 feet; Course 7, thence North $34^{\circ}14'49''$ East, 52.23 feet; Course 8, thence South $88^{\circ}17'22''$ East, 94.17 feet; Course 9, thence North $31^{\circ}43'31''$ East, 427.82 feet; Course 10, thence North $73^{\circ}46'32''$ West, 158.11 feet; Course 11, thence North $13^{\circ}06'51''$ East, 477.10 feet; Course 12, thence North $10^{\circ}55'57''$ East, 142.00 feet to a point lying on the Southwesterly line of those lands described and recorded as Parcel "A" in Official Records Book 3316, page 1098 of said Public Records; thence South $77^{\circ}06'26''$ East, along last said line, 2932.48 feet to the Northwest corner of those lands described and recorded in Official Records Book 3855, page 1391 of said Public Records; thence Southerly along the westerly line thereof, the following 3 courses: Course 1, thence South $21^{\circ}54'49''$ East, 3242.16 feet; Course 2, thence South $68^{\circ}05'09''$ West, 1307.43 feet; Course 3, thence South $21^{\circ}54'51''$ East, 1003.87 feet to a point lying on the Northerly line of an Access and Maintenance Easement as described and recorded in Official Records Book 3855, page 1394 of said Public Records; thence Westerly along said Northerly line, the following 26 courses: Course 1, thence South $37^{\circ}01'31''$ West, 149.07 feet to the point of curvature of a curve concave Northwesterly having a radius of 955.00 feet; Course 2, thence Southwesterly along the arc of said curve, through a central angle of $16^{\circ}37'06''$, an arc length of 276.99 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $45^{\circ}20'05''$ West, 276.02 feet; Course 3, thence South $67^{\circ}24'13''$ West, along a non-tangent line, 105.10 feet; Course 4, thence South $53^{\circ}45'05''$ West, 12.16 feet; Course 5, thence South $13^{\circ}14'26''$ West, 24.72 feet; Course 6, thence South $63^{\circ}07'28''$ West, 859.11 feet; Course 7, thence North $26^{\circ}52'32''$ West, 5.00 feet; Course 8, thence South $63^{\circ}07'28''$ West, 382.73 feet; Course 9, thence North $26^{\circ}52'32''$ West,

31.65 feet; Course 10, thence South $63^{\circ}07'28''$ West, 74.60 feet; Course 11, thence South $26^{\circ}52'32''$ East, 36.65 feet; Course 12, thence South $63^{\circ}07'28''$ West, 102.14 feet to the point of curvature of a curve concave Northerly having a radius of 955.00 feet; Course 13, thence Westerly along the arc of said curve, through a central angle of $22^{\circ}47'15''$, an arc length of 379.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $74^{\circ}31'05''$ West, 377.32 feet; Course 14, thence South $85^{\circ}54'43''$ West, 731.91 feet; Course 15, thence North $04^{\circ}05'17''$ West, 5.00 feet to a point on a non-tangent curve concave Northerly having a radius of 250.00 feet; Course 16, thence Westerly along the arc of said curve, through a central angle of $05^{\circ}44'03''$, an arc length of 25.02 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $88^{\circ}46'45''$ West, 25.01 feet; Course 17, thence North $88^{\circ}21'14''$ West, 61.78 feet; Course 18, thence North $19^{\circ}49'14''$ West, 8.30 feet; Course 19, thence North $55^{\circ}44'57''$ West, 30.16 feet; Course 20, thence South $67^{\circ}18'10''$ West, 29.23 feet; Course 21, thence South $07^{\circ}09'24''$ West, 17.00 feet; Course 22, thence North $88^{\circ}21'14''$ West, 362.37 feet; Course 23, thence South $01^{\circ}38'46''$ West, 5.00 feet; Course 24 thence North $88^{\circ}21'14''$ West, 800.00 feet; Course 25, thence North $01^{\circ}38'46''$ East, 10.00 feet; Course 26, thence North $88^{\circ}21'14''$ West, 355.52 feet to a point lying on the aforementioned Easterly right of way line of County Road 15A; thence North $02^{\circ}07'57''$ East, along last said Easterly right of way line, 5150.65 feet to the Point of Beginning.

Containing 560.52 acres, more or less.

Exhibit "B"

Property Location

Exhibit "C"

Voucher # _____

Impact Fee Voucher

Ayrshire

- 1. Name and address of Developer/Grantor: _____
- 27. Name and address of Grantee: _____
- 28. Legal description of subject property: See attached Exhibit "A"
- 29. Subdivision or Master Development Plan name: Ayrshire PUD

The undersigned Developer/Grantor confirms that it has received from _____ on _____, 202__ funds sufficient for the following impact fees required under the applicable School Impact Fee Ordinance, as amended, as indicated below. Developer/Grantor gives notice to the City of Green Cove Springs and/or Clay County, Florida that the following sums should be deducted from the applicable Impact Fee Credit account of the Developer/Grantor.

_____ Schools

In the amount of \$ _____

By: _____
 Print: _____
 Its: _____

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

June 14, 2021

The Honorable Edward Gaw
Mayor, City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043

Dear Mayor Gaw:

The Department of Economic Opportunity (“Department”) has reviewed the City of Green Cove Springs proposed comprehensive plan amendment (Amendment No. 21-01ESR), received on May 28, 2021, pursuant to the expedited state review process in Section 163.3184(2)(3), Florida Statutes (F.S.). We have identified no comment related to adverse impacts to important state resources and facilities within the Department’s authorized scope of review.

We are, however, providing a technical assistance comment consistent with Section 163.3168(3), F.S. The technical assistance comment will not form the basis of a challenge. It is offered either as a suggestion which can strengthen the City’s comprehensive plan in order to foster a vibrant, healthy community or is technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S. The technical assistance comment is:

Technical Assistance Comment: Staff has determined that there exists inconsistency between the text supplied in draft ordinances O-03-2021 and O-04-2021, and the proposed text amendments supplied in “exhibit A” of ordinance O-04-2021. The ordinances refer to a Future Land Use Map (FLUM) change from Clay County Rural Fringe & Industrial to City of Green Cove Springs Residential Low Density. However, proposed policy 1.14.1 states that the proposed land use change will be to Residential Medium Density. As it is written, the proposed text amendment creates internal inconsistency within the city’s comprehensive plan.

The City should revise policy 1.14.1 prior to adoption to state that the FLUM category being adopted is Residential Low Density.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

The Honorable Edward Gaw, Mayor

June 14, 2021

Page 2 of 2

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

If you have any questions concerning this review, please contact Benjamin Naselius, Planning Analyst, by telephone at (850) 717-8421 or by email at Benjamin.Naselius@deo.myflorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ bn

Enclosure(s): Procedures for Adoption

cc: Michael Daniels, AICP, Planning and Zoning Director
Margo Moehring, AICP, Northeast Florida Regional Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department’s electronic amendment submittal portal “**Comprehensive Plan and Amendment Upload**” (<https://floridajobs.secure.force.com/cpl>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

2198 Edison Avenue MS 2806
Jacksonville, FL 32204-2730

KEVIN J. THIBAUT, P.E.
SECRETARY

June 14, 2021

Mr. Michael Daniels, AICP
Planning and Zoning Director
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043

SUBJECT: City of Green Cove Springs Proposed Comprehensive Plan Amendment (21-1ESR)

Dear Mr. Daniels,

Pursuant to Section 163.3184(3), Florida Statutes, (F.S.) in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed proposed amendment, City of Green Cove Springs 21-1ESR.

The City of Green Cove Springs has transmitted a Large Scale Future Land Use Map (FLUM) Amendment to re-designate the land use of 560.52 acres, located east of Oakridge, west of US-17, north of SR-23 (First Coast Expressway) and south of Green Cove Avenue. The amendment changes the land use from Clay County Rural Fringe and Industrial to City of Green Cove Springs Residential Low Density with a site specific text amendment that adds development conditions related to the amendment. The existing land uses allow 540 single family dwelling units and 8,287,726 sq. ft. of industrial uses. The proposed land use allows a maximum of 2,242 single family dwelling units and will increase PM Peak hour trips by 721 trips (Attachment A).

The traffic impact study provided is based upon 2,100 dwelling units and indicates the amendment will have significant impacts to State facilities. The study should be updated to include intersection analyses on the affected roadways (Project entrance at US-17, US-17 at SR-16E, US-17 at SR-16W, and US-17 at First Coast Expressway) as well as indicate improvements needed to mitigate the adverse impacts as a result of the land use amendment. FDOT is available to assist in a methodology meeting and determine any assumptions used in the updated study and in the creation of the forthcoming Development Agreement.

We appreciate the opportunity to review the proposed comprehensive plan amendment and request that a copy of the adopted amendment, along with the supporting data and analysis be transmitted within ten working days after the second public hearing for FDOT review.

If you have any questions, please do not hesitate to contact me by email: brian.austin@dot.state.fl.us or call: (904) 360-5664.

Sincerely,



Brian Austin
Transportation Planner
FDOT District Two

cc: Jennifer Carver, FDOT Central Office, Office of Policy Planning
Ray Eubanks, DEO



Florida Department of Transportation

RON DESANTIS
GOVERNOR

2198 Edison Avenue MS 2806
Jacksonville, FL 32204-2730

KEVIN J. THIBAUT, P.E.
SECRETARY

ATTACHMENT A

SUBJECT: City of Green Cove Springs Proposed Comprehensive Plan Amendment (21-1ESR)

Technical Assistance

Trip Generation

The City of Green Cove Springs has transmitted a Large Scale Future Land Use Map (FLUM) Amendment to re-designate the land use of 560.52 acres, located east of Oakridge, west of US-17, north of SR-23 (First Coast Expressway) and south of Green Cove Avenue. The amendment changes the land use from Clay County Rural Fringe and Industrial to City of Green Cove Springs Residential Low Density with a site specific text amendment that adds development conditions related to the amendment. The existing land uses allow 540 single family dwelling units and 8,287,726 sq. ft. of industrial uses. The proposed land use allows a maximum of 2,242 single family dwelling units. Table 1 shows the estimated trip generation using ITE's *Trip Generation Manual, 10th Edition*.

Table 1

Scenario	Land Use	ITE Code	Size	Units	Daily Trips	AM Peak Trips	PM Peak Trips
Existing	General Light Industrial	110	8,287,726	1,000 Sq. Ft.	31,468	682	777
	Single Family Residential	210	540	Dwelling Units	4,906	388	513
Proposed	Single Family Residential	210	2,242	Dwelling Units	18,177	1,597	2,011
Total					-18,197	+527	+721

The proposed FLUM amendment will increase PM Peak Hour trips by 721 trips.



FOR OFFICE USE ONLY	Item # 1.
P Z File # _____	
Application Fee: _____	
Filing Date: _____	Acceptance Date: _____
Review Date: SRDT _____ P & Z _____ CC _____	

PUD Rezoning Application

A. PROJECT

- Project Name: Gustafson's Dairy
- Address of Subject Property: County Road 15A
- Parcel ID Number(s): 38-06-26-016515-000-0
- Existing Use of Property: Agriculture
- Future Land Use Map Designation: Rural Fringe/Industrial (Clay County)
- Existing Zoning Designation: Agricultural/Industrial (Clay County)
- Proposed Zoning Designation: Planned Unit Development (PUD)
- Acreage: 561

B. APPLICANT

- Applicant's Status Owner (title holder) Agent
- Name of Applicant(s) or Contact Person(s): Bob Porter, John Gislason Title: _____
 Company (if applicable): D.R. Horton, Inc. - Jacksonville
 Mailing address: 4220 Race Track Road
 City: St. Johns State: Florida ZIP: 32259
 Telephone: () _____ FAX: () _____ e-mail: jrgislason@drhorton.com
- If the applicant is agent for the property owner*
 Name of Owner (titleholder): Gustafson's Cattle, Inc.
 Mailing address: PO Box 600337
 City: Jacksonville State: Florida ZIP: 32260
 Telephone: () _____ FAX: () _____ e-mail: _____

* Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.

C. ADDITIONAL INFORMATION

- Is there any additional contact for sale of, or options to purchase, the subject property?
 Yes No If yes, list names of all parties involved:

 If yes, is the contract/option contingent or absolute?
 Contingent Absolute

D. ATTACHMENTS

1. Statement of proposed change, including a map showing the proposed zoning change and zoning designations on surrounding properties
2. A current aerial map (Maybe obtained from the Clay County Property Appraiser.)
3. Plat of the property (Maybe obtained from the Clay County Property Appraiser.)
4. Legal description with tax parcel number.
5. Boundary survey
6. Warranty Deed or the other proof of ownership
7. Site Plan
8. Written Description
9. Binding Letter
10. Fee.
 - a. \$2,000 plus \$20 per acre
 - b. All applications are subject 10% administrative fee and must pay the cost of postage, signs, advertisements and the fee for any outside consultants.

No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any fees necessary for technical review or additional reviews of the application by a consultant will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any action of any kind on the development application.

All 10 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

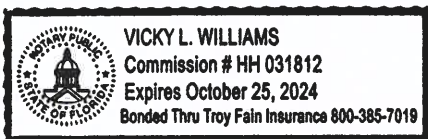
I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge:

<p><u><i>Ellen Avery-Smith</i></u> Signature of Applicant</p> <p><u>Ellen Avery-Smith</u> Typed or printed name and title of applicant</p> <p><u>3/23/2021</u> Date</p> <p>State of <u>Florida</u> County of <u>St. Johns</u></p>	<p>_____ Signature of Co-applicant</p> <p>_____ Typed or printed name of co-applicant</p> <p>_____ Date</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------

The foregoing application is acknowledged before me this 23rd day of March, 2021 by Ellen

Avery-Smith, who is/are personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL



Signature of Notary Public, State of Florida Vicky Williams



PROPERTY OWNER AFFIDAVIT

Owner Name: **Gustafson's Cattle, Inc.**

Address: PO Box 600337, Jacksonville, FL 32260 Phone:

Agent Name: Ellen Avery-Smith, Esq. of Rogers Towers, P.A. & D.R. Horton, Inc. - Jacksonville

Address: c/o 100 Whetstone Place, Suite 200, St. Augustine, FL 32086 Phone: **904-825-1615**

Parcel No.: **38-06-26-016515-000-0**

Requested Action: Application for PUD Rezoning

I hereby certify that:

I am the property owner of record. I authorize the above listed agent to act on my behalf for the purposes of this application.

Property owner signature: Edwin S. Gustafson III

Printed name: Edwin S. Gustafson III

Date: 10/01/2020

The foregoing affidavit is acknowledged before me this 31st day of OCT, 2020, by EDWIN S. GUSTAFSON III, who is/are

personally known to me, or who has/have produced A FLORIDA DELIVERIES LLC
6231-217-68-333-0

as identification.
Larry A. Hunt
State of Florida
My Commission Expires 11/22/2021
Commission No. GG 155171

NOTARY SEAL

Larry A. Hunt
Signature of Notary Public, State of FL