

CLAY COUNTY AGREEMENT/CONTRACT NO. 2024/2025 - _____

DEVELOPMENT AGREEMENT

(North Fork Property)

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into on this ____ day of October, 2024, by and between **NORTH FORK LAND HOLDINGS, LLC**, a Florida limited liability company (“**North Fork**”), and **CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida (the “**County**”).

A. North Fork is the owner of certain real property located in the Branan Field area of unincorporated Clay County, Florida described as Clay County Property Appraiser Nos. 11-05-24-005987-001-00, 10-05-24-005955-760-00, 03-05-24-005928-000-00, and 02-05-24-005926-000-00 and as further described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**North Fork Property**”).

B. The North Fork Property includes approximately 248.3 acres, comprised of land designated Branan Field PUD (“**BFPUD**”) zoning and Branan Field Rural Suburbs (“**BF RS**”) (as to 209.7 acres) and Branan Field Primary Conservation Network (“**BFPCN**”) (as to 38.6 acres) on the Branan Field Future Land Use Map (“**FLUM**”), and in the Clay County Land Development Code.

C. North Fork submitted Development Review Submittal DEV_PLN824-00057 for a project known as “North Fork Campground” (the “**DRS**”).

D. As a condition of the approval of the DRS, the County required certain agreements from North Fork regarding on-site and off-site improvements and modifications.

E. North Fork desires to enter into this Agreement to provide its agreement to provide such on-site and off-site improvements and modifications.

M. This Agreement is consistent with the Clay County Comprehensive Plan (the “**Comprehensive Plan**”), and the Clay County Land Development Code (the “**Code**”), as well as other applicable law, and serves a public purpose.

N. The County has determined that the requirements of Article X of the Land Development Code have been met in that:

- i. The County has adopted a local Comprehensive Plan that is in compliance.
- ii. The proposed development of the North Fork Property is consistent with the Comprehensive Plan, including the Future Land Use Map.

iii. This Agreement constitutes a binding commitment on the part of North Fork, its successors and assigns, to develop the North Fork Property consistent with the Comprehensive Plan and applicable provisions of the Code.

iv. This Agreement strengthens the public infrastructure planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation 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.** North Fork and the County desire to enter into this Agreement to address their respective responsibilities for on-site and off-site improvements and modifications related to the North Fork Campground development in order to fulfill the conditions placed on approval of the DRS.

3. **Paving of Sunrise Farms Road.** North Fork agrees to pay \$550,000 (the “**Paving Payment**”) to the County to pave that road known as Sunrise Farms Road from its easterly terminus at Long Bay Road to the finished pavement at Country Meadows Drive, which payment shall be made within 6 months of the Effective Date (the “**Payment Deadline**”). Notwithstanding, North Fork shall have the right to extend the Payment Deadline for 6 months upon notice and approval by the County, with the County’s approval not to be unreasonably withheld, conditioned, or delayed. The County shall cause the paving as provided in this paragraph to be completed within 6 months of receipt of the Paving Payment by the County (the “**Paving Deadline**”). If the paving is not complete by the Paving Deadline, the County shall have the right to extend the Paving Deadline for 6 months upon notice and approval by North Fork, with North Fork’s approval not to be unreasonably withheld, conditioned, or delayed. If the paving is unable to be accomplished by the County, the Paving Payment shall be refunded to North Fork. If the payment is refunded, the County and North Fork agree to cooperate to cause the paving to be approved and completed. Notwithstanding anything to the contrary herein, Sunrise Farms Road shall be paved prior to North Fork utilizing the Rural Event Venue Conditional Use, including but not limited to North Fork commencing development of the North Fork Property in accordance with the DRS.

4. **Reduction of Stormwater Pond.** The North Fork Property is currently partially developed with a stormwater pond (the “**Pond**”) pursuant to that certain St. Johns River Water Management District Permit Number 112778-3 (the “**SJRWMD Permit**”) and approved by the County pursuant to application IMS #RES_SP-2020000009 (the “**Subdivision Application**”). The Pond is currently permitted for up to approximately fifty-two (52) acres in size. North Fork agrees, notwithstanding any rights in the SJRWMD Permit or the Subdivision Approval, the Pond will be constructed to be no larger than twenty-five (25) acres in total size. North Fork shall be solely responsible to ensure that all changes to the Pond are in accordance with the SJRWMD Permit.

5. **Hauling of Materials.** North Fork continues excavation of the Pond as permitted under the SJRWMD Permit and Subdivision Application approval. In the course of such excavation, North Fork hauls materials excavated from the North Fork Property. North Fork agrees to cease hauling materials upon recording of the final plat for the phased development contemplated in the DRS or within eighteen (18) months of the Effective Date, whichever date is earlier.

6. **County Obligations.** The County recognizes North Fork's contributions as agreed herein and agrees that, based upon same, this Agreement satisfies the conditions placed on the DRS approval regarding the matters set forth in Sections 3, 4, and 5.

7. **Authority and Duration.** This Agreement is made and granted pursuant to Article X of the Land Development Code and the Ordinance and is effective through the completion of all obligations set forth in Sections 3, 4, and 5 hereof, and any extension of this Agreement. Notwithstanding the terms of this Agreement, DRS approval, which is granted for a period of three years under the Code, shall not be extended. Further, if paving of Sunrise Farms Road has not occurred as set forth in Section 3 by the time DRS approval expires, then this Agreement shall terminate, all obligations set forth herein shall expire, and North Fork shall not be entitled to operate under the Rural Event Venue Conditional Use without application required by the Code.

8. **Amendment, Extension of Agreement.** The duration of this Agreement or any obligation of North Fork thereunder may be extended by the County.

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. The duration of this Agreement may be extended by the County upon Board approval.

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

10. **Agreement Consistent with Comprehensive Plan.** The County hereby acknowledges and agrees that (i) the North Fork Development is consistent with Florida Statutes and with the County's Comprehensive Plan and Land Development Code, and (ii) that the County's Comprehensive Plan is in compliance with the State of Florida Comprehensive Plan.

11. **Remedies.** If any party hereto fails to carry out any of its covenants or obligations contained herein, all parties shall be entitled to all remedies available at law or in equity, including the remedies of specific performance and all forms of injunctive relief. Notwithstanding anything to the contrary herein, North Fork's obligations set forth herein are expressly required if North Fork is utilizing the Rural Event Venue Conditional Use, including but not limited to North Fork commencing development of the North Fork Property in accordance with the DRS.

In addition to other remedies, the County may halt approval of additional plats, construction plans, or any permitting, including but not limited to building permits, plumbing permits, or electrical permits, within the North Fork Property until and unless North Fork complies with the terms and conditions of Sections 3, 4, and 5 hereof.

12. **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 North Fork is used in this Agreement, it includes North Fork, the current owner of the North Fork Property, and any successors and assigns owning any rights to the North Fork Property, which successors and assigns will jointly and severally assume all the North Fork obligations set out in the Agreement unless the obligations have been fully discharged or North Fork has assigned such obligations to one or more successors in interest in title to the North Fork Property, in which case North Fork shall be released from such obligations. Payments or credits due to North Fork by the County pursuant to the terms of this Agreement will be disbursed or assigned to North Fork, its successors and assigns in ownership of the North Fork Property.

13. **Applicable Law: Jurisdiction and Venue.** This Agreement and the rights and obligations of the County and North Fork under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida (2024). 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 North Fork Development contemplated by this Agreement shall not relieve North Fork or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions. Notwithstanding the foregoing, the interests of each party may be mortgaged in connection with a mortgage of any portion of the North Fork Property.

14. **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.

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

16. **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.

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

18. **Effective Date and Recordation.** This Agreement shall be recorded by North Fork within fourteen (14) days of the execution by all parties and shall become effective upon recording in the Public Records of Clay County (the “**Effective Date**”).

19. **Amendment.** This Agreement may be amended, cancelled or revoked upon agreement of the parties.

20. **Further Assurances.** Each party to this Agreement agrees to do, execute, acknowledge 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 County, 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.

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

For the County: County Manager
Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, Florida 32043

With copy to: County Attorney
Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, Florida 32043

For North Fork: North Fork Land Holdings, LLC
395 St. Marks Pond Blvd.
St. Augustine, FL 32095
Attn: Paul Laubacker
Email: plaubacker@bhs-llc.com

With copy to: Ansbacher Law
8818 Goodbys Executive Dr.
Jacksonville, FL 32217
Attn: Zachary Roth
Email: Zachary.roth@ansbacher.net

22. **Miscellaneous Provisions:**

a. This Agreement and any Exhibits made a part of this Agreement constitute the entire Agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties.

b. 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 under this Agreement.

c. All covenants, agreements, representations and warranties made in this Agreement shall be deemed to be material and relied on by each party to this Agreement.

d. If the performance by either party or of any of its construction development obligations hereunder is delayed by acts of God, inclement weather, natural disaster, terrorist activity, health epidemics, pandemic strikes, labor disputes, war, civil commotion, accidents, industry-wide shortages of, or inability to obtain, labor or materials or any other event or condition beyond the reasonable control of such party ("**Force Majeure**"), then the party affected shall notify the other party in writing of the specific obligation delayed, and the duration of the delay, and the deadline for completion of such obligation shall be extended by a like number of days; provided such delay shall not exceed one hundred eighty (180) days. Financial matters and payments, and performance of obligations of the parties not related to performing development work or making payments for the North Fork Property pursuant to this Agreement shall not be the subject of Force Majeure.

IN WITNESS WHEREOF, the parties hereto through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

[Signature pages follow]

Signed, sealed and delivered
in the presence of:

CLAY COUNTY, FLORIDA, a
political subdivision of the State of Florida

Print Name: _____
Address: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____
Address: _____

ATTEST:

Tara S. Green
Clay County Clerk of Court and
Comptroller
Ex Officio Clerk to the Board

STATE OF FLORIDA

COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____, as _____ of **Clay County**, a political subdivision of the State of Florida, on behalf of said political subdivision. He/She is ☐ personally known to me, or ☐ has produced _____ as identification and (did/did not) take an oath.

Print Name: _____
Notary Public, State of Florida

My Commission Expires: _____
Commission Number: _____

Signed, sealed and delivered
in the presence of:

North Fork Land Holdings, LLC, a Florida
limited liability company

Print Name: _____
Address: _____

By: _____
Print Name: _____
Title: _____

Print Name _____
Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____, as _____, of North Fork Land Holdings, LLC, a Florida limited liability company, on behalf of the company. He is ☐ personally known to me, or ☐ has produced _____ as identification and (did/did not) take an oath.

Print Name: _____
Notary Public, State of Florida

My Commission Expires: _____
Commission Number: _____

EXHIBIT "A"

Legal Description of North Fork Property

A parcel of land consisting of a portion of Section 2, 3, 10 and 11, Township 5 South, Range 24 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the Northwest corner of Lot 1, Paradise Acres, according to plat thereof recorded in Plat Book 8, page 58 of the public records of said county; thence North 89°42'15" West, on a Westerly projection of the North line of said Paradise Acres, 250.00 feet to the Point of Beginning; thence South 89°42'15" East, 50.0 feet; thence North 12°27'13" East, 101.57 feet; thence South 73°34'52" East, 323.36 feet to the Southwesterly line of Lazy Acres Road (also known as Starling Road); thence on said Southwesterly line, South 17°55'30" East, 10.0 feet to the North line of said Paradise Acres; thence on said North line, South 89°42'15" East, 355.45 feet to the East line of said Paradise Acres; thence on said East line South 00°23'00" West, 618.58 feet to the Northeasterly line of said Lazy Acres Road; thence on the boundaries of said Lazy Acres Road run the following 12 courses: (1) South 45°22'15" East, 32.85 feet; (2) South 43°10'50" East, 106.02 feet; (3) Southeasterly along the arc of a curve concave Southwesterly and having a radius of 50.0 feet, an arc distance of 86.73 feet, said arc being subtended by a chord bearing distance of South 33°59'30" East, 76.26 feet; (4) South 37°25'00" East, 305.00 feet; (5) Southeasterly along the arc of a curve concave Northeasterly and having a radius of 149.06 feet, an arc distance of 167.15 feet, said arc being subtended by a chord bearing and distance of South 69°32'30" East, 158.53; (6) North 78°20'00" East, 28.37 feet; (7) Northeasterly along the arc of a curve concave Northwesterly and having a radius of 543.0 feet, and arc distance of 199.02 feet, said arc being subtended by a chord bearing and distance of North 67°50'00" East, 197.91 feet; (8) North 57°20'00" East, 183.91 feet; (9) Northeasterly along the arc of a curve concave Southeasterly and having a radius of 984.93 feet, an arc distance of 252.12 feet, said arc being subtended by a chord bearing a distance of North 64°40'00" East, 251.44; (10) North 72°00'00" East, 153.66 feet; (11) Northeasterly along the arc of a curve concave Northwesterly and having a radius of 208.73 feet, an arc distance of 262.30 feet, said arc being subtended by a chord bearing and distance of North 36°00'00" East, 245.38 feet; (12) North 00°00'00" West, 913.71 feet to the North line of said Section 11; thence on said North line South 89°58'08" West, 649.42 feet; thence North 00°14'40" West, 1522.63 feet; thence North 89°51'50" West, 3,817 feet, more or less, to the waters of the North Fork of Black Creek; thence Southwesterly, Southerly and Southeasterly along said waters 6,857 feet, more or less, to a point that bears South 12°27'13" West, 534 feet, more or less from the point beginning; thence North 12°27'13" seconds East, 534 feet, more or less to the Point of Beginning.