

This Instrument Prepared By:
Erin J. Tilton, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
106 East College Avenue, Suite 700
Tallahassee, Florida 32301

THIRD AMENDED AND RESTATED CANOPY DEVELOPMENT AGREEMENT

This Third Amended and Restated Canopy Development Agreement (“Third Amendment”) is made this ____ day of _____, 2026, by and between **Ox Bottom Mortgage Holdings, LLC**, a Florida limited liability company, whose mailing address is 4708 Capital Circle NW, Tallahassee, Florida 32303 (“Developer”); and the **City of Tallahassee**, a Florida municipal corporation, whose mailing address is 300 South Adams Street, Tallahassee, Florida 32301 (“City”) (collectively, the “Parties”).

WITNESSETH

WHEREAS, Developer is the master developer of a mixed-use community (the “Canopy Project”) located on the 505.46 acres more specifically described in the attached Exhibit “A” (the “Property”); and

WHEREAS, the Property is located within the City limits and is part of the approximately 6,500-acre Welaunee Property, which in its entirety roughly forms the shape of a “Boot”; and

WHEREAS, the western portion of the Welaunee Property is the “Toe” (approximately 937 acres), the central northern portion is the “Arch” (approximately 4,660 acres), and the eastern portion is the “Heel” (approximately 903 acres); and

WHEREAS, the Property is located in the western portion of the Toe, and the City owns approximately 428 acres which compromises the eastern portion of the Toe (“City Property”); and

WHEREAS, development of the Property is governed by the *Welaunee Critical Area Plan* (“CAP”) in the *Tallahassee-Leon County 2050 Comprehensive Plan* (“Comprehensive Plan”), the Canopy Planned Unit Development originally approved by Ordinance No. 10-Z-04, and as further amended from time to time (“PUD”), and the *City of Tallahassee Land Development Code* (“LDC”) existing as of the Effective Date of this Third Amendment; and

WHEREAS, the PUD rezoned the Property consistent with the CAP authorizing the development of the Property with uses, densities, and intensities which are more specifically described in the PUD and the General Land Use Plan, which is incorporated into the PUD as Figure 5 thereto; and

WHEREAS, as further described below, the Property (or portions thereof) is also subject to the *Amended and Restated Urban Services Development Agreement* between Powerhouse, Inc. (“PH”), Christopher F. Davenport, Louise M. Davenport, and Ellen Mettler and the City dated February 2, 2006, as may be amended from time to time (“ARUSDA”); a *Contract of Sale and Purchase* between PH and the City dated February 2, 2006, from the City’s purchase of the City Property (“City Purchase Contract”); the *Easement Agreement* between the City and PH dated February 2, 2006 (“Easement Agreement”), which was amended and restated as further described below; Ordinance No. 17-O-08 (“CDD Ordinance”) creating the Canopy Community Development District (“Canopy CDD”); and the approved Canopy Stormwater Facilities Master Plan, as may be amended from time to time (“SFMP”); and

WHEREAS, the Property (or portions thereof) is also subject to the *Dove Pond Regional Stormwater Facility Linear Infrastructure Variance Agreement* between the Canopy CDD and Leon County (“County”) dated July 11, 2017 and a *Joint Project Agreement* between the Canopy CDD, the County, and the Leon County-City of Tallahassee Blueprint Intergovernmental Agency

(“Blueprint”) dated August 11, 2017 (collectively, “JPA Agreement”), providing for the construction of the Dove Pond Regional Stormwater Facility (“Dove Pond RSF”); and

WHEREAS, the JPA Agreement states that the construction of the Dove Pond RSF as provided for by the CAP and *Evaluations of Flood Reduction Alternative and Recommendations for Flood Reduction Tri-Basin Stormwater Management Study* dated April 1999, is a critical component for resolving the historic flooding problems downstream of Dove Pond; and

WHEREAS, the JPA Agreement also states the public benefits that will be provided to the City and the County resulting from the construction of the Dove Pond RSF as part of the Canopy Project to accommodate the stormwater from upstream, the post-development Canopy Project, and the pre-development within the remainder of the Toe, which includes those portions of the City Property within the Dove Pond Basin, as further detailed herein; and

WHEREAS, on February 29, 2016, Blueprint allocated funding from the 2020 sales tax extension program to fund a portion of the Dove Pond RSF; and

WHEREAS, further public benefit will be derived from the Developer’s dedication of right-of-way for Welaunee Boulevard and construction of Welaunee Boulevard Segment 1, a significant regional roadway, through the Property as provided herein, and construction of other on-site roads that will improve traffic circulation and enhance protected canopy roads; and

WHEREAS, the City recognizes the unique opportunity to participate in planning the development of the Property in a manner consistent with the Comprehensive Plan to facilitate a well-planned infill development within the Urban Service Area that will avoid urban sprawl, particularly in implementing the CAP’s planning principles which provide for a mix of uses that will enable employment opportunities, natural resource protection in an urbanized setting,

diversity of housing choices, and walkable neighborhoods emphasizing pedestrian mobility and transportation alternatives; and

WHEREAS, the Parties desire to clarify the process by which development approvals are sought and obtained for development of the Property so as to provide certainty to the Developer and assure that overall planning principles and concerns of the City are addressed; and

WHEREAS, it is deemed to be in the interest of the public health, safety, and welfare for the City to clarify the development process for the Property; to provide for well-planned urban infill development; to assist in the efficient permitting of the Property consistent with the uses permitted by the PUD as may be amended; to provide for the construction of Welaunee Boulevard, thereby contributing to the creation of a regionally significant roadway system which should divert traffic away from Centerville Road and Miccosukee Road, protected canopy roads, and help resolve general traffic circulation problems in the general vicinity; to provide the conditions under which the Dove Pond RSF will be constructed; and to provide for the dedication of other lands for public facilities as further detailed herein; and

WHEREAS, the Parties recognize the benefits of public/private cooperation and are desirous of finalizing a development agreement which secures a plan for the permitting and development of the Property, including the permitting and construction of Welaunee Boulevard and the Dove Pond RSF as provided for below.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Purpose.** The purpose of this Third Amendment is to set forth the rights and obligations of the Parties with regard to the future development of the Property.

3. **Authority for Development Agreement.** This Third Amendment is being entered into pursuant to authority provided in Sections 163.3220-163.3243, *Florida Statutes*, otherwise known as the *Florida Local Government Development Agreement Act* (“FLGDA Act”), and Section 2-2 of the LDC. Accordingly, as provided by the FLGDA Act, the development of the Property shall not be subject to any City laws and policies governing the development of the Property, including but not limited to LDC regulations, codes, policies and/or impact fees, adopted after the Effective Date of this Third Amendment, except as provided for by Section 163.3233(2), *Florida Statutes*, or as otherwise agreed to by the Parties.

4. **Term and Duration.** The term and duration of this Third Amendment shall be for a period of fifteen (15) years from the Effective Date of this Third Amendment. The term of this Third Amendment may be extended by mutual consent of the Parties, or their respective successors and/or assigns, subject to public hearings being held in accordance with the FLGDA Act.

5. **Approved Land Uses.** The Property may be developed with those land uses, densities, and intensities authorized by the PUD, as may be amended by the Parties from time to time, subject to fulfilling all concurrency obligations pursuant to the terms of this Third Amendment.

6. **Transportation.**

A. **Transportation Concurrency Impacts and Approved Concurrency Development Program.** As of the date of this Third Amendment, the approved concurrency development program (“Approved Concurrency Development Program”) for the Canopy Project is specifically provided for in the *Canopy Transportation Summary* attached as Exhibit “B,” and

is as follows: 1,570 market rate residential dwelling units; 268,622 square feet of retail which specifically includes 200,900 square feet of shopping center, 24,622 square feet of high-turnover sit-down restaurants, 3,100 square feet of fast food restaurants with drive through, and 40,000 square feet of bowling alley/entertainment; 97,927 square feet of medical office; institutional uses which specifically include a 60,000 square foot church, 60,000 square feet of senior citizens' activity center, a 170-bed adult living facility, 3-up to 5 transit shelters, and 15,000 square feet of a public safety/civic facility. ~~Inclusionary housing units will be provided consistent with the City's Inclusionary Housing Ordinance No. 04 90 AA and the Canopy PUD Inclusionary Housing Agreement, both of which may be amended from time to time.~~ The transportation impacts expected from the Approved Concurrency Development Program ("Concurrency Impacts") are hereby approved by the City for the Canopy Project.

B. Transportation Concurrency Mitigation. The *Canopy Transportation Summary* details the concurrency mitigation and certain requirements for the non-concurrency internal road improvements (as further detailed in Paragraph 6.D. below) for the Canopy Project. The City hereby approves the *Canopy Transportation Summary* and agrees that all the Concurrency Impacts for the Approved Concurrency Development Program are hereby mitigated and satisfied through the Developer's compliance with all terms and conditions of this Paragraph 6 and the *Canopy Transportation Summary* ("Canopy Transportation Mitigation"). No additional transportation concurrency obligations, fee, or exactions shall be imposed or required for the Approved Concurrency Development Program, including but not limited to, impact fees, mobility fees, roadway improvements, and right-of-way contributions, except as specifically provided for herein or as provided in the FLGDA Act.

C. **Transportation Concurrency Reservation.** The Canopy Project and the Approved Concurrency Development Program are hereby approved for 1,720 (949 enter, 771 exit) net external p.m. peak hour trips (“Project Trips”), and the City hereby reserves the Project Trips for the Canopy Project.

D. **Internal Roadways.** The Developer’s construction of the Canopy Project’s internal road system shall be performed consistent with the platting and development process authorized in the PUD. ~~The City may install roundabouts at the intersection of Welaunee Boulevard and Dempsey Mayo Boulevard, as generally depicted within the Canopy Transportation Summary, to the extent funding is available through Blueprint 2020 sales tax extension program.~~

E. **Welaunee Boulevard, Crestline Road, and Dempsey Mayo.** As stated in the *Canopy Transportation Summary*, the ~~Developer dedicated a 120-foot right-of-way and necessary easements to accommodate the full build-out design for Welaunee Boulevard as width of the right-of-way for Welaunee Boulevard shall be 120 feet, unless the Developer agrees to increase the width. The design for Welaunee Boulevard, as it is to be constructed by the Developer and the City, shall be designed for~~ six through automobile lanes from Fleischmann Road to Crestline Road and ~~shall not exceed~~ four through automobile lanes throughout the remaining portion of the Canopy Project. ~~Welaunee Boulevard shall be~~ based upon the typical cross-section attached as Exhibit “C.” ~~The Parties agree to the general road alignment and design speeds for Welaunee Boulevard, Crestline Road, and Dempsey Mayo as depicted on Exhibit “D,” including the plan for the City’s future expansion of Welaunee Boulevard from four to six lanes from Fleischmann Road to Crestline Road. This paragraph and Exhibit “D” hereto supersede the provisions of the ARUSDA for the Canopy Project regarding the dedication of right-of-way, right-of-way width, general road alignment, design speeds, and typical cross-section for Welaunee Boulevard.~~

As of the Effective Date of this Third Amendment, the Developer and/or the Canopy CDD has completed the design, permitting, and construction for Welaunee Boulevard Segments 1-3 as depicted on the *Canopy Transportation Summary*. ~~The Developer has completed permitting and construction of Welaunee Boulevard Segments 1 and 2 (exclusive of 2 left turn lanes for entrance into Holy Comforter), as well as a portion of Welaunee Boulevard Segment 3 (from Station 22+00 to Station 28+50 as shown on Exhibit B-1 hereto). The Developer agrees to complete permitting for the remainder of Segment 3 of Welaunee Boulevard on or before July 1, 2021, and the City agrees to use its best efforts to assist the Developer in the review and processing of all required permits for the remainder of Segment 3. Construction, dedication, and reimbursement for the remaining portions of Welaunee Boulevard are subject to the Interlocal Agreement between the City, Blueprint, and the Canopy CDD dated March 13, 2019 (“Welaunee Boulevard Interlocal Agreement”). The Developer acknowledges that compliance with Blueprint Procurement Policy 101.07.1, governing utilization of the Minority, Women and Small Business Enterprise (“MWSBE”) Program is a condition of the Welaunee Boulevard Interlocal Agreement.~~

~~—— To the extent the Canopy CDD fails to complete construction of Welaunee Boulevard to its intersection with the City Property Line within the timeframe provided for in the Welaunee Boulevard Interlocal Agreement (December 31, 2022), the Developer agrees to assign all design and permitting documents over to the City within thirty (30) days of this date. In the event that the Canopy CDD fails to complete construction of Segment 3 of Welaunee Boulevard, the City will use its best efforts to secure funding for completion and construction of Segment 3. If the City is able to secure funding by or before October 1, 2023, which is contingent upon the capital improvement budget or the availability of outside funding, the City will then use its best efforts to have the uncompleted portion of Segment 3 of Welaunee Boulevard completed on or before~~

~~December 31, 2024. If funding cannot be secured or allocated to allow completion by this date, the City will use its best efforts to secure such funding to allow completion as timely as funding is available.~~

~~The Parties agree to the general road alignment and design speeds for Welaunee Boulevard, Crestline Road, and Dempsey Mayo as depicted on Exhibit “D.” The plan for the City’s future expansion of Welaunee Boulevard from four to six lanes located at the Fleischmann Road intersection and the eastern boundary of the Property is provided for and depicted on Exhibit “D.” This paragraph and Exhibit “D” hereto supersede the provisions of the ARUSDA for the Canopy Project regarding the dedication of right-of-way, right-of-way width, general road alignment, design speeds, and typical cross-section for Welaunee Boulevard.~~

The Developer has also completed the construction of Dempsey Mayo from its intersection with Welaunee Boulevard to the Property boundary adjacent to the Miccosukee Greenway. The City recognizes, as previously determined by the City Commission on December 14, 2005, that the further extension of Dempsey Mayo offsite across the Miccosukee Greenway within the existing road access easement and construction of a roundabout connecting Dempsey Mayo to Miccosukee Road (“Dempsey Mayo Extension”) will have the desirable impact of relieving congestion on designated canopy roads and enhancing connectivity within the roadway network. The City also recognizes that, as set forth in the ARUSDA, the Developer is not obligated to construct the Dempsey Mayo Extension. The Developer is the holder of the easement rights required for access across the Miccosukee Greenway. Accordingly, since the Developer has not elected to construct the Dempsey Mayo Extension as of the date of this Third Amendment, the Developer agrees to assign the necessary easement rights to the City and otherwise cooperate with the City to facilitate the City’s construction of the Dempsey Mayo Extension upon written notice

from the City of its intention to undertake the construction. Alternatively, the City and the Developer may negotiate a separate agreement for the construction of the Dempsey Mayo Extension. Any concurrency credit reversions necessitated by the Developer's decision not to construct the Dempsey Mayo Extension will be accounted for and agreed upon by both parties.

If Developer fails to comply with any obligation contained in this section, the City as a remedy may withhold issuance of development orders and/or permits for future development until Developer complies with such obligation.

F. Bike and Pedestrian Circulation Plan. Interconnected multipurpose trails and sidewalks for bicycles and pedestrians shall be constructed consistent with the *Canopy Bike and Pedestrian Circulation Plan*, which is incorporated into the PUD as Figure 9 thereto. The *Canopy Bike and Pedestrian Circulation Plan* may be amended by mutual consent of the Parties from time to time as a minor amendment to the PUD in accordance with section 10-165(c)(1)(h) of the LDC. The construction of interconnected multipurpose trails and sidewalks pursuant to the *Canopy Bike and Pedestrian Circulation Plan* shall be phased consistent with the PUD, but may be constructed sooner at the election of Developer within its discretion. Multipurpose trails and sidewalks that are not part of a plat, but are depicted on the Property in the *Canopy Bike and Pedestrian Circulation Plan*, shall be completed no later than the approval of the last final plat for the particular phase in which the trail or sidewalk is located within the Canopy Project.

The City agrees to construct sidewalks and multipurpose trails along Welaunee Boulevard Segments 2 and 3, Dempsey Mayo Road, and Crestline Road, and the Developer hereby otherwise releases the City from its obligation pursuant to the ARUSDA to pay for the Canopy Project sidewalks. All other sidewalks and multipurpose trails are the responsibility of the Developer. The Developer may opt to construct the sidewalks and multipurpose trails for all or part of Welaunee

Boulevard Segments 2 and 3, Dempsey Mayo Road, or Crestline Road sooner than scheduled; however, the City will reimburse or otherwise provide the Developer with credit against transportation concurrency for actual construction costs, subject to a written agreement between the City and Developer prior to construction thereof.

G. Transit. Developer shall construct and dedicate ~~a minimum of three, but in no event more than~~up to five; transit shelters within the Canopy Project at locations to be agreed to by the Developer and the City. The final number of transit shelters constructed and dedicated by the Developer within the Canopy Project will be based on need and determined in consultation with StarMetro. The transit shelters shall be compliant with the Americans with Disability Act (ADA), match the design of the local buildings if applicable, and include at a minimum: a 5-foot by 13-foot solar lighted shelter, an 8-foot bench, a 30-gallon mounted trash receptable, a StarMetro bus stop sign (pole and sign provided by StarMetro), and a 5-foot wide concrete boarding and alighting area connecting the sidewalk and the curb as required by ADA regulations. Exhibit “E” provides StarMetro’s bus shelter pad specifications. A transit hub that will satisfy Policy 13.1.4(2)(A) of the CAP shall be provided on the City Property, by the City, its successors or assigns.

H. Lanes for Mews Lots. As a component of developing the Canopy Project and providing the community with a more affordable housing option, the Developer may propose to create small enclaves within larger neighborhoods containing mews lots. These enclaves containing mews lots, if constructed, will be adjacent to pocket parks, open space and/or green areas that will serve as amenities to the surrounding neighborhoods. Mews lots will contain single family detached homes which front on pocket parks, open space and/or green areas, and therefore only have vehicular access via lanes from behind the homes. The lanes, which will be owned and

maintained by the Canopy CDD or a successor district as provided by Paragraph 11 below, will be public lanes for purposes of building permitting and home addressing. The City will agree to vary the standards of the City's "Driveway and Street Connection Regulations Policies and Procedures" dated August 1988 for mews lanes, subject to the Developer satisfactorily addressing utility placement, maintenance access, stormwater management, and fire protection.

The lanes shall provide access to public streets built to City standards at each end of the lane. The Developer shall enter into a Letter of Agreement with the City and the Canopy CDD or successor district as provided by Paragraph 11 below for each mews neighborhood or subdivision plat that sets forth the duties and responsibilities of each related to the lanes and any utilities that are provided therein.

I. Collector and Local Roads. In addition to Welaunee Boulevard, access throughout the Canopy Project will be provided by collector and local roadways which will be dedicated to, and maintained by, the City. As an important component of developing the Canopy Project and providing the community with a walkable, pedestrian oriented development, a fine-grained roadway network has been planned which provides shorter pedestrian-friendly blocks and on-street parking in various locations. In addition, the use of these principles will require flexibility in the design of collector and local roads to address the relationship of these roads with the highly integrated and compact mix of land uses in the Canopy Project. The City will agree to vary the standards of the City's "Driveway and Street Connection Regulations Policies and Procedures" dated August 1988 for collector and local roads, subject to the Developer satisfactorily addressing right-of-way widths, utility easements and placement, travel lanes, parking lanes, bike lanes, and sidewalks. The Developer may proposed alternative collector and local road cross sections at the time of filing an application for preliminary plat for each phase. The City's review of the design

details of these cross sections shall be coordinated with the City Manager or designee and approved as part of the preliminary plat for each phase.

J. Program Changes. For purposes of transportation concurrency, changes may be made to specific land use types and densities and intensities of use within the Approved Concurrency Development Program without amending this Third Amendment, provided that such changes are otherwise consistent with the Third Amendment and the PUD, as amended. In the event such changes are requested, the Developer shall provide traffic information that includes the following:

1. A table showing trip generation, pass-by, internal capture, and other adjustments for the entire project on the Property as approved at the time of the request for a change; and
2. A table showing trip generation, pass-by, internal capture, and other adjustments for the entire project on the Property as proposed to be changed.

In addition to the above, unless the proposed change will clearly not increase the number of project entering or exiting trips and will clearly not significantly alter the project trip distribution pattern, the traffic study shall also include the following:

1. Trip assignment maps (and corresponding tables) for the entire project on the Property as approved at the time of the request for a change; and
2. Trip assignment maps (and corresponding tables) for the entire project on the Property as proposed to be changed.

Should more than the allotted trips set forth in section C (above) be added to roadway segments as a result of the proposed changes, such additional trips will be allowed as long as no additional traffic mitigation is required. Any changes to the land uses or square footages of the Approved Concurrency Development Program requiring additional traffic mitigation shall be

submitted to the Director of the Growth Management Department for approval through the applicable concurrency policies and procedures.

7. Utilities.

A. The City's Provision of Utilities. The City agrees to provide the Canopy Project with underground electricity, natural gas, potable water, sanitary sewer, certain stormwater services, and solid waste services in sufficient capacity to serve the Canopy Project. The City shall provide Developer the underground electric, water, and sanitary sewer service consistent with the terms of the ARUSDA, as may be amended from time to time. The respective obligations of the Parties relative to the provision of natural gas to the Canopy Project, including construction of the gas line along Welaunee Boulevard, have been completed. ~~The City's provision to the Canopy Project of natural gas shall be at the expense of the City; however, Developer agrees to pay the City \$165,000 to be applied by the City towards the cost of installing the gas line along Welaunee Boulevard for the Canopy Project, which may be paid to the City in multiple payments over time proportionate to the City's phased construction of the gas line ("WB Gas Line Reimbursement"). The Developer may enter into a separate agreement which allocates the rights and responsibilities relative to the WB Gas Line Reimbursement.~~ The City may install treated wastewater reuse pipes in Canopy Project major internal roadway rights-of-way, which installation shall be coordinated with the Developer during the Developer's construction of those roadways. Developer has submitted and the City has approved as part of the PUD the water and wastewater master plans for the Canopy Project. If the Developer modifies the approved PUD General Land Use Plan, the Developer shall update the water and wastewater master plans and submit these to the City for approval to satisfy the Developer's obligations pursuant to the ARUSDA regarding these master plans.

B. Water Well Donation Site. ~~On or before December 31, 2020~~ Upon the City's ~~request~~, and after the City verifies viability of the depicted site, Developer shall donate a 3-acre water well site ("Water Well Site") located in the primary open space area of the Canopy Project as depicted on the *Concept Utility Plan*, which is incorporated into the PUD as Figure 7 thereto, provided that the Parties may agree to move the Water Well Site to a mutually agreed location (in the same block of primary open space). The Water Well Site shall be used by the City to construct and install a municipal water well, ordinary housing, and appurtenances ("Water Well"). Upon conveyance of the Water Well Site to the City, the Developer shall provide the City a temporary non-exclusive access easement to the Water Well Site in the event the City needs to construct the Water Well within the Water Well Site prior to the construction of an internal Canopy Project road which provides access to the Water Well Site. The temporary non-exclusive access easement shall terminate when an internal public road providing access to the Water Well Site is available, at which time the Parties will execute and record a termination of the easement. In addition to the stormwater retention obligations addressed below, the Developer shall provide treatment for stormwater runoff from the Water Well Site, at no more than 65 percent impervious surface, in the Canopy Project's master stormwater system.

C. Amended and Restated Electrical Utility Easement Agreement. Previously, Developer's predecessor in title, CNL, and the City executed and recorded the Amended and Restated Electric Utility Easement Agreement ("Electric Easement") attached hereto as Exhibit "F." The City agrees that the proposed uses depicted on that portion of the General Land Use Plan and the Canopy Conceptual Site Plan, attached as Composite Exhibit "G", are authorized by, and consistent with, the terms of the Electric Easement.

8. Stormwater. The City has approved the: (1) Stormwater Facilities Master Plan (“SFMP”); (2) Linear Infrastructure Variance for the Dove Pond RSF (“Dove Pond RSF LIV”); and (3) Linear Infrastructure Variance for Phase 1 (“Phase 1 LIV”). The SFMP, Dove Pond RSF LIV, and Phase 1 LIV may be referred to collectively herein as “City Stormwater Approvals.” The Canopy Project stormwater management system is detailed within the SFMP (“Canopy Project SWMS”). Subject to any future amendments that may be made to the PUD, the Canopy Project SWMS shall be designed and constructed consistent with the City Stormwater Approvals. If the Developer modifies the approved PUD, the Developer shall revise the SFMP and submit for approval consistent with the amendment provisions in the SFMP.

A. Dove Pond RSF.

(1) Generally. The Dove Pond RSF ~~has been~~~~will be~~ funded, permitted, and constructed pursuant to the terms of the JPA Agreement and ~~is, upon completion, will be~~ owned, operated, and maintained by the Canopy CDD. Reservation and allocation of storage capacity within the Dove Pond RSF is also subject to the terms of the JPA Agreement. Previously, Developer’s predecessor in title, CNL, and the City executed and recorded the *Amended and Restated Dove Pond Regional Stormwater Facility Easement Agreement* attached hereto as Exhibit “H” (“Dove Pond RSF Easement”). The Parties agree that the design and construction of the Dove Pond RSF pursuant to the SFMP and the Dove Pond RSF LIV is authorized by, and consistent with, the terms of the Dove Pond RSF Easement. The City shall bear no responsibility or expense for the operation, maintenance, or repair of the Dove Pond RSF.

(2) City Facilities. In recognition of Blueprint assuming responsibility for funding a major portion of Welaunee Boulevard within the Canopy Project, the Developer agrees it, or the Canopy CDD or a successor district, shall reserve capacity for and be responsible for managing

stormwater from the portions of Welaunee Boulevard within the Dove Pond Closed Basin funded by Blueprint as well as the stormwater from the Water Well Site, the Public Safety/Civic Site, the Senior Center Site, and for post-development treated stormwater from that portion of the City Property lying outside the boundaries of the Property but naturally draining to Dove Pond, as depicted in the Linear Infrastructure Variance Application dated October 2009, and consistent with the Welaunee Toe – East PUD, revised May 31, 2013, as adopted by Ordinance No. 13-Z-09. Developer agrees to accept and convey stormwater from the above-described roadway and sites on the Property into the Canopy regional stormwater system conveyance facilities, and to provide rate attenuation, volume retention, and water quality treatment all in conformance with regulatory requirements. Developer shall provide stormwater facilities for the above-described roadway and sites on the Property when construction commences for each roadway segment and each City facility.

(3) Financial Assurance. In order to provide the City the assurance that the Dove Pond RSF will operate as designed and constructed, prior to commencing construction of the Dove Pond RSF, Developer will provided the City, ~~or cause the Canopy CDD or a successor district pursuant to Paragraph 11 to provide the City, either: (1) a copy of an insurance policy acceptable to the City (which is either a 7 year term policy, or a policy which can be renewed annually for 7 years) containing coverage of a \$500,000 annual limit for each of seven consecutive years following completion of the Dove Pond RSF which covers the cost to repair the Dove Pond RSF in the event that it cannot be operated as designed and constructed due to a sinkhole or subsurface karst failure; or alternatively, (2) with~~ a bond ~~or other similar form of surety acceptable to the City~~ which will be maintained for seven (7) years following completion of the Dove Pond RSF in the amount of \$500,000 which may be drawn on by the City if Developer, its successors or assigns,

fails to repair the Dove Pond RSF in the event that it cannot be operated as designed and constructed due to a sinkhole or subsurface karst failure. If the City draws on the bond ~~or other surety~~ for non-performance by the Developer in any given year within the 7 year period, Developer must replenish the bond ~~or other form of surety~~ back to the total amount of \$500,000. If Developer fails to comply with this provision, the City as a remedy may withhold issuance of development orders and/or permits for future development within the Dove Pond Basin until Developer complies with this provision. For purposes of this provision, “completion of the Dove Pond RSF” shall be the date on which the first stormwater facility operating permit is issued by the City for operation of the Dove Pond RSF.

B. Regional Center Stormwater Pond. The City hereby reserves capacity in the Regional Center Stormwater Pond for up to approximately 3.98 acres of impervious area of the proposed Welaunee Boulevard extension (including impervious area within the right-of-way of public streets connecting thereto) into the Canopy Project which is consistent with the City’s existing Stormwater Operating Permit No. TOP091058, and Developer is authorized to discharge this stormwater into the Regional Center Stormwater Pond.

C. Fleischmann Road Stormwater Pond. The Retention Area 2 as identified in the SFMP and the Phase 1 LIV provides for the expansion of the City’s existing Fleischmann Road stormwater pond to accommodate stormwater from the Canopy Project as specifically provided therein. Developer is authorized to expand the City’s Fleischmann Road stormwater pond, at no expense to the City, consistent with the SFMP and Phase 1 LIV, and subject to Developer obtaining applicable permits.

9. Development Process.

A. **Canopy Project Phasing.** The Canopy Project may be developed in phases as determined by Developer consistent with the PUD and this Third Amendment.

B. **Expedited Permitting.** The City will provide the Developer with expedited permitting, at the generally applicable fees set forth by City resolution without additional fees or surcharges for expedited processing, for all Land Use and Environmental Services applications, which include, but are not limited to, PUD minor amendments, concurrency modifications, NFI revisions, EIAs, site plan applications, subdivision applications (e.g. preliminary plat, limited partition, technical amendments), environmental management permit applications, and stormwater operating permit applications. Building Inspection applications may also be expedited by the Developer if applicable expedited permitting fees are paid.

C. **Environmental Impact Analysis Process.**

(1) **Proof of Concept Submittal.** ~~With the first preliminary plat submittal or earlier,~~
The Developer ~~submitted~~will provide a Concept Environmental Impact Analysis ~~submittal~~ for the Canopy Project, which the City approved on July 6, 2016 (“Concept EA”).

(2) The Concept EA ~~will address~~es conceptually how the Canopy Project will meet the required credit and debit balance of potential impacts (i.e., debits) and mitigation (i.e., credits) for the following four categories (“EA Categories”):

- (a) Open space requirements (per PUD requirements);
- (b) Tree credits within the primary open space (per Chapter 5, LDC);
- (c) Significant grade credits and severe grade preservation (per Chapter 5, LDC); and
- (d) Impervious area requirements, i.e. stormwater capacity accounting (per the SFMP).

~~After Developer submits the Concept EA, a~~As an alternative to the incremental impact and mitigation process below, the Developer may propose, and the Parties may agree, that the

mitigation for the EA Categories (a) through (d) above can be satisfied for the entire Canopy Project impacts to these EA Categories through the Developer's recordation of a conservation easement over the primary open space areas, subject to finalizing a management plan ("Management Plan") for these areas which addresses the construction, operation, maintenance, and repair of authorized uses and facilities within the primary open space areas pursuant to the PUD.

(3) EA Impacts and Mitigation Banking. At the time a preliminary plat is submitted for any portion of the Canopy Project, the Parties will proceed as follows:

(a) Pursuant to section 5-55 of the LDC, an EA will be developed defining the impacts within each preliminary plat for the Canopy Project.

(b) Onsite (within a preliminary plat) credits and debits will be computed for each of the EA Categories listed above.

(c) Offsite Credit Banks ("Credit Banks") may be located within the Canopy Project primary open space area, and outside of any of the project preliminary plats. At the time of each preliminary plat, credits within the Credit Banks will be identified and computed per methodologies coordinated with and approved by the Director of the Growth Management Department for the purposes of mitigating the EA Categories listed above.

(d) The Developer will demonstrate that sufficient credits are available for each of the EA Categories listed above, assuming full build-out of the respective preliminary plat, and Developer may use combination of onsite and Credit Bank credits to offset impacts from development within each preliminary plat.

(4) Environmental Permitting for Project Infrastructure, Single-Family Residential Lots, and Non-Residential and Multi-Family Lots.

(a) Project Infrastructure and Single-Family Residential Lots: As a condition of environmental permit issuance for the construction of infrastructure and single-family residential lots within a preliminary plat, or portion thereof, the debits and credits for the EA Categories shall be computed and finalized as part of the infrastructure permit, and no further true-up for debits and credits will be required.

(b) Non-Residential and Multi-Family Lots:

(i) At the time of infrastructure permitting, the Developer will provide an estimate of the credits (on-site and/or Credit Bank) and debits for the non-residential and/or multi-family lots.

(ii) At the time of individual site permitting for non-residential lots and multi-family lots, the Developer will verify the credits considering onsite preservation areas and planting credits from the final landscape plans and debits based on the actual “permit level” construction plans.

(iii) The credits and debits in the accounting record will be “trued-up” at the time of permit issuance.

(c) If Credit Banks are required to meet the credit totals, once the credits have been identified and finalized for a particular Credit Bank, a conservation easement, which will be subject to a Management Plan, will be required as a condition of an Environmental Management Permit for the Credit Bank area subject to the permit.

(5) Credit and Debit Capacity Accounting Records.

(a) At the time of environmental permitting, a final capacity accounting record will be established for each of the EA Categories listed above. A stormwater facility capacity accounting record will be developed consistent with the SFMP. The capacity accounting records will be maintained, trued-up and revised as appropriate as part of the environmental management permitting process for the Canopy Project.

(b) Excess capacities within Credit Banks for EA Categories (a) through (d) may be applied to future project phases.

10. Municipal Facilities.

A. Public Safety/Civic Site. A proposed 2-acre upland site is generally depicted on the General Land Use Plan incorporated into the PUD as Figure 5 thereto (“Public Safety/Civic Site”) for a governmentally-owned public safety or civic facility permissible in the applicable zoning district, provided that the Public Safety/Civic Site may be relocated to a mutually agreed location through a PUD amendment. Developer shall dedicate the Public Safety/Civic Site to the City as part of the preliminary plat for the phase in which the site will be located, ~~or within one year after vehicular access via Welaunee Boulevard and utilities are available at the site, whichever occurs first.~~ Upon dedication to the City, the City agrees to construct a public safety facility or facility for another permissible civic use on the site. The deed to the City shall restrict the use of the Public Safety/Civic Site to a governmentally-owned public safety or civic facility permissible in the applicable zoning district, with customary and necessary appurtenances, with the design in accordance with the PUD, as amended. In addition to the stormwater retention obligations addressed above, the Developer shall provide treatment for stormwater runoff from the Public Safety/Civic Site, at no more than 65 percent impervious surface.

B. Senior Center Site. ~~The Developer shall donate a site not to exceed 6 acres for the construction of a senior citizens’ activity center (“Senior Center Site”). The Senior Center Site shall be located as generally shown on the General Land Use Map incorporated into the PUD as Figure 5 thereto or as mutually agreed by the City and the Developer. The Developer has constructed a temporary stormwater management facility on the proposed Senior Center Site. The Developer will engage with a geotechnical engineer to provide technical specifications for filling~~

~~the existing temporary pond. The specifications will be reviewed and approved by the City. The Developer will then fill the pond based on those approved specifications, at the Developer's cost. No fill slope may extend onto the Senior Center Site from the parcel to the west without written permission from the City. This permission shall not be granted if the slope negatively impacts the design of the senior citizens' activity center. Should a fill slope described above, be constructed without written permission from the City, the Developer will reconfigure the existing slope so as not to negatively impact the grading of the proposed Senior Center Site. This potential reconfiguration may require the construction of a short wall. If necessary, the wall will be constructed by the Developer, at the Developer's cost. If Developer fails to comply with any obligation contained in this paragraph, the City as a remedy may withhold issuance of development orders and/or permits for future development until Developer complies with such obligation.~~

The Developer shall deed the Senior Center Site to the City within one year after vehicular access via Welaunee Boulevard and utilities are available at the site. By Warranty Deed dated December 22, 2021, and recorded in the Leon County Official Records on December 28, 2021, at Book 5682, Page 889, the Developer donated a 5.85-acre site to the City for the construction of a senior citizens' activity center ("Senior Center Site"). The Senior Center Site is located as generally shown on the General Land Use Map incorporated into the PUD as Figure 5 thereto. The deed to the City ~~shall~~ restricts the use of the Senior Center Site to a senior citizens' activity center not to exceed 60,000 square feet of institutional use, with customary and necessary appurtenances. In addition to the stormwater retention obligations addressed above, the Developer shall provide treatment for stormwater runoff from the Senior Center Site, at no more than 65 percent impervious surface. ~~The deed for the Senior Center Site shall provide that, in the event the City fails to~~

~~commence actual and continuous construction of the senior citizens' activity center within seven (7) years after conveyance of the site, the Senior Center Site will revert to the Developer.~~

11. Community Development District.

A. The Canopy Community Development District. The City established the Canopy CDD, a special-purpose local government pursuant to Chapter 190, *Florida Statutes*, through the enactment of the CDD Ordinance at the request of the Developer in order to plan, finance, acquire, construct, and operate community infrastructure for the Canopy Project.

B. Districts May Satisfy Infrastructure Obligations. If the Developer is required to provide, pay for or otherwise cause to be provided, infrastructure, projects, systems or public facilities set forth in Chapter 190, *Florida Statutes*, including, without limitation, those in Section 190.012(2), *Florida Statutes*, then the Canopy CDD or a successor district may independently satisfy such obligations. To the extent provided by law, when any such obligation under this Third Amendment is met or performed by the Canopy CDD or a successor district, then the Developer shall no longer be subject to the obligation, which will be deemed satisfied. The Canopy CDD or a successor district and City may enter into interlocal agreements to provide for the maintenance of Canopy Project infrastructure (e.g. City-owned stormwater ponds or City roadway right-of-way) in the event the Canopy CDD or a successor district elects to implement a maintenance program which would exceed the City's standard requirements.

12. Agricultural and Silvicultural Uses and Operations. The City agrees that the development of the Property may occur over time and in phases, and that any portion of the Property which is not being actively developed pursuant to this Third Amendment and the PUD may be used by Developer for agricultural and silvicultural purposes and operations consistent

with the City's regulations pursuant to Policy 13.1.8 of the CAP as of the Effective Date of this Third Amendment. Nothing in this Third Amendment required Developer to develop the Property.

13. **Prior Agreements.** This Third Amendment replaces and supersedes in its entirety the Canopy Development Agreement dated February 23, 2011, the Amended and Restated Canopy Development Agreement dated June 6, 2016, and the Second Amended and Restated Canopy Development Agreement dated May 19, 2020. The terms of this Third Amendment shall prevail over any inconsistent terms of the ARUSDA and the City Purchase Contract, as either agreement may be amended from time to time.

14. **Consistency with Comprehensive Plan.** This Third Amendment is consistent with the Comprehensive Plan and the LDC.

15. **Other Permits.** Failure of this Third Amendment to address a particular permit, condition, term, or restriction shall not relieve Developer of the necessity of complying with the applicable law governing said permitting requirements, conditions, terms or restrictions.

16. **Binding Effect.** The burdens of this Third Amendment shall be binding upon, and the benefits of this Third Amendment shall inure to the benefit of, all successors in interest to and assigns of the Parties to this Third Amendment.

17. **Applicable Law, Jurisdiction, Venue.** This Third Amendment, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Additionally, in the event of any breach or default under this Third Amendment by a party, the non-defaulting or non-breaching party shall have the right to exercise any and all remedies at law or in equity, including specific performance, or which are otherwise provided in this Third Amendment against the defaulting or breaching party. No remedy available to any party shall exclude any other remedy available to such party under this

Third Amendment or at law or in equity. All remedies shall be cumulative of all other remedies. Venue for any litigation pertaining to this Third Amendment shall be exclusively in Leon County, Florida.

18. **Severability.** If any provision of this Third Amendment, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Third Amendment shall be valid and enforceable to the fullest extent provided by law.

19. **Attorney's Fees.** In the event that it becomes necessary for any party to this Third Amendment to enforce its rights under the terms of this Third Amendment, then in that event, the prevailing party in such proceeding shall be entitled to recover reasonable attorney's fees and court costs, including all trial and appellate litigation.

20. **Captions or Paragraph Headings and Exhibits.** Captions and paragraph headings contained in this Third Amendment are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Third Amendment, nor the intent of any provision thereof. All exhibits are made a part of this Third Amendment by incorporation as though they were restated herein.

21. **Joint Preparation.** Preparation of this Third Amendment 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 a party to this Third Amendment.

22. **Recording.** Within fourteen (14) days of approval of this Third Amendment, the City shall record the Third Amendment in the public records of Leon County.

23. **Amendment.** This Third Amendment may be amended if in writing by mutual consent of the Parties, and consistent with the procedural requirements of the FLGDA Act.

24. Approvals and Duration of Permits. Developer acknowledges that, except for those specifically addressed herein, this Third Amendment does not extend the duration of any other permits or approvals, nor does it obligate the City to approve development that is not consistent with the Comprehensive Plan and the LDC.

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

26. Notices. Any notice that is to be delivered hereunder shall be in writing and shall be deemed to be delivered (whether or not actually received) when (i) hand delivered to the official hereinafter designated; (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested; or (iii) upon receipt of such notice when deposited with Federal Express or other nationally recognized overnight or next day courier, addressed to the Parties as follows (facsimile transmittal is not acceptable as a form of notice in this Third Amendment):

As to the City: City Attorney's Office
300 South Adams Street
Tallahassee, FL 32301

As to Developer: Ox Bottom Mortgage Holdings, LLC
Attn: Jason Ghazvini
4708 Capital Circle NW
Tallahassee, FL 32303

With copies to: Daniel E. Manausa
Manausa, Shaw & Minacci, P.A.
1701 Hermitage Blvd., Suite 100
Tallahassee, FL 32308

and

Erin J. Tilton
Stearns Weaver Miller
Weissler Alhadeff & Sitterson, P.A.
106 E. College Avenue, Suite 700
Tallahassee, FL 32301

27. **Public Hearings.** The City Commission approved this Third Amendment on _____, 2026, after two public hearings before the City Commission, the first of which was on _____, 2026, and the second of which was on _____, 2026.

28. **Counterparts.** This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

EXHIBIT “B”

Canopy Transportation Summary:

1. Concurrency is approved for the “Approved Concurrency Development Program” which consists of 1,570 market rate dwelling units; 268,622 square feet of retail (including 200,900 square feet of shopping center, 24,622 square feet of high-turnover sit-down restaurant, 3,100 square feet of fast food restaurant with drive through, and 40,000 square feet of bowling alley/entertainment); 97,927 square feet of medical office; and institutional uses (including a 60,000 square foot senior citizens’ activity, 170-bed adult living facility, up to 3-5 transit shelters, a 15,000 square foot public safety/civic facility, and 60,000 square foot church).
2. The Amended and Restated Canopy Development Agreement dated June 6, 2016 approved the Canopy Project for 1,567 (829 enter, 738 exit) net external p.m. peak hour trips, concurrency for which is satisfied through the dedication of right-of-way for Welaunee Boulevard through the Canopy Project and construction of Welaunee Boulevard Segment 1. Satisfaction of this concurrency obligation vested the Developer with the right to develop 1,291 market-rate residential units; 50,000 square feet of shopping center; 15,000 square feet of high-turn-over, sit-down restaurant; 47,927 square feet of general office; 50,000 square feet of medical office; a 100,000 square foot elementary school; a 60,000 square foot senior center; a 180-bed adult living facility; a 120-bed rehabilitation center; a 70-bed memory care facility; a 15,000 square foot civic facility; and 3-5 transit shelters. The Second Amendment revised ~~ds~~ the prior development program and approved ~~ds~~ additional trips for which the Developer’s concurrency obligation is satisfied as described in Paragraphs 3-6, below. The Developer’s concurrency obligation for the Approved Concurrency Development Program reflected in the Second Amendment was determined to be \$548,160.00.
3. The Amended and Restated Canopy Development Agreement required the City to construct Welaunee Boulevard Segments 2 and 3, as well as the sidewalks and multi-purpose trails along Welaunee Boulevard Segments 2 and 3, Dempsey Mayo Road, and Crestline Road (formerly Main Street). ~~To date, the Developer has undertaken and completed construction of Welaunee Boulevard Segment 2, construction of a portion of Welaunee Boulevard Segment 3 (from Station 22+00 to Station 28+50 as shown on Exhibit B-1), and construction of sidewalks and multi-use paths along portions of Welaunee Boulevard and Crestline Road as shown on Exhibit B-1.~~
4. In exchange for its assumption of the City’s obligations to construct Welaunee Boulevard Segment 2 and Welaunee Boulevard Segment 3 from Station 22+00 to Station 28+50, the Developer ~~will receive~~ concurrency credit in the amount of \$1,287,000.00. in an amount to be determined by application of the contract unit prices submitted by the successful bidder in response to the Canopy CDD’s Request for Proposals for Welaunee Boulevard Segment 3a. In calculating the Developer’s concurrency credit, such unit prices will be subject to a 10% discount. In no event shall the credit amount for these sections of Welaunee Boulevard constructed by Developer exceed \$1,287,000.00.
5. In exchange for its assumption of the City’s obligations to construct sidewalks and multi-use paths along portions of Welaunee Boulevard and Crestline Road as shown on

- Exhibit B-1, the Developer ~~will~~received transportation concurrency credit in the amount of \$40.50 per square yard of sidewalk and \$23.13 per square yard of multi-use path, ~~for a total of \$181,815.23.~~
6. ~~If~~The concurrency credits described in Paragraphs 4 and 5 above ~~do not satisfy and exceeded~~ the concurrency obligation provided in Paragraph 2, ~~the Developer is responsible for paying the remaining amount due to the City prior to the first final development order issued after execution of the Second Amendment. If the concurrency credits described in Paragraphs 4 and 5 above exceed the concurrency obligation provided in Paragraph 2,~~ The Developer may elect to use the excess concurrency credit, in its sole discretion, on future increased concurrency obligations for the Canopy Project or on other projects located within Significant Benefit District 1 as defined in the Significant Benefit Memorandum of Agreement between the City, the County, and the Florida Department of Transportation dated January 27, 2009. The Developer may elect to use such concurrency credit by providing written authorization to the Growth Management Director or designee specifying the amount of the credit to be used and the specific development to which the credit is to be applied.
 7. Exhibit B-1 attached hereto depicts Welaunee Boulevard Segments 1, 2, and 3. Developer ~~will~~dedicated a 120-foot right-of-way and necessary easements to accommodate the full build-out design for Welaunee Boulevard as six through automobile lanes from Fleischmann Road to Crestline Road and four through automobile lanes throughout the remaining portion of the Canopy Project.~~'s four-lane build-out design, including roundabouts, at first record plat, provided that the Welaunee Boulevard right-of-way shall accommodate six lanes between Fleischmann Road and Crestline Road. The plan for the City's future expansion of Welaunee Boulevard from four to six lanes located from Fleischmann Road to Crestline Road is depicted on Exhibit D attached hereto.~~
 8. All Welaunee Boulevard roundabouts are included in Welaunee Boulevard Segment 3.
 9. Developer and/or the Canopy CDD has completed the design, permitting, and construction for Welaunee Boulevard Segments 1-3 as depicted on the *Canopy Transportation Summary*. ~~Developer has completed permitting and construction of Welaunee Boulevard Segments 1 and 2 (exclusive of 2 left turn lanes for entrance into Holy Comforter), as well as a portion of Welaunee Boulevard Segment 3 (from Station 22+00 to Station 28+50 as shown on Exhibit B-1). Permitting, construction, dedication, and reimbursement for the remaining portions of Welaunee Boulevard are subject to the Welaunee Boulevard Interlocal Agreement.~~

Thurman Roddenberry and Associates, Inc.
Professional Surveyors and Mappers

PO Box 100
125 Sheldon Street
Sopchoppy, Florida 32358
USA

Phone: 850-962-2538
Fax: 850-962-1103

December 11, 2019

Legal Description of a 505.46 Acre Tract
Certified To:

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 5J-17.051/.052, Florida Administrative Code).

BEGIN at an old axle marking the Northwest Corner of Section 14 and the Northeast corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida, and run South 00°18'05" West along the West boundary of said Section 14 a distance of 1,303.41 feet to a concrete monument (#7245); thence South 89°41'56" East 368.75 feet to a concrete monument (#7245) marking the approximate 89.7 contour of Dove Pond; thence Easterly and Southeasterly along said contour as follows: North 75°05'36" East 140.10 feet to a concrete monument; thence North 64°16'10" East 82.30 feet to a concrete monument (#7245); thence North 71°06'34" East 108.26 feet to a concrete monument (#7245); thence South 37°38'45" East 94.60 feet to a concrete monument (#7245); thence South 01°04'48" East 115.07 feet to a concrete monument (#7245); thence North 84°38'40" East 77.61 feet to a concrete monument (#7245); thence North 38°44'32" East 121.10 feet to a concrete monument (#7245); thence North 66°39'51" East 78.04 feet to a concrete monument (#7245); thence North 60°37'14" East 98.78 feet to a concrete monument (#7245); thence South 42°36'50" East 132.12 feet to a concrete monument (#7245); thence North 69°42'39" East 78.94 feet to a concrete monument (#7245); thence North 48°23'19" East 95.04 feet to a concrete monument (#7245); thence South 78°47'24" East 102.57 feet to a concrete monument (#7245); thence South 54°50'50" East 73.35 feet to a concrete monument (#7245); thence South 46°34'23" East 118.72 feet to a concrete monument (#7245); thence South 43°57'44" East 160.31 feet to a concrete monument (#7245); thence South 46°23'04" East 123.39 feet to a concrete monument (#7245); thence South 40°35'23" East 103.26 feet to a concrete monument (#7245); thence South 21°52'54" East 84.32 feet to a concrete monument (#7245); thence South 63°37'18" East 108.67 feet to a concrete monument (#7245); thence South 51°05'19" East 94.62 feet to a concrete monument (#7245); thence South 52°02'55" East 106.31 feet to a concrete monument (#7245); thence South 44°37'37" East 102.96 feet to a concrete monument (#7245); thence South 56°03'37" East 88.68 feet to a concrete monument (#7245); thence South 75°48'30" East 99.41 feet to a concrete monument (#7245); thence South 57°01'17" East 95.90 feet to a concrete monument (#7245); thence South 59°45'49" East 192.15 feet to a concrete monument (#7245); thence South 40°57'38" East 72.00 feet to a concrete monument (#7245) on the North boundary of the Miccosukee Greenway Park as recorded in Official Records Book 2122, Page 1039 of the Public Records of Leon County, Florida; thence leaving said contour run Westerly along the North boundary of the Miccosukee Greenway Park as follows: South 88°40'45" West 313.60 feet to a 2 ½" aluminum pipe (# 732); thence South 15°37'42" West 520.42 feet to a 2 ½" aluminum pipe (# 732); thence South 73°07'41" West

371.62 feet to a 2 ½" aluminum pipe (# 732); thence South 12°20'21" West 698.80 feet to a 2 ½" aluminum pipe (# 732); thence South 67°25'28" West 1,262.10 feet to a 2 ½" aluminum pipe (# 732); thence North 44°02'50" West 428.45 feet to a point on a non tangent curve to the left, thence southwesterly along said curve with a radius of 6529.65 feet through a central angle of 02°04'08" for an arc distance of 235.77 feet (the chord of said arc being South 65°14'14" West 235.76 feet) to a 2 ½" aluminum pipe (# 732); thence South 64°10'41" West 309.99 feet to a 2 ½" aluminum pipe (# 732); thence South 53°55'00" West 1,374.71 feet to a 2 ½" aluminum pipe (# 732); thence North 89°56'31" West 1,104.33 feet to a 2 ½" aluminum pipe (# 732); thence South 80°23'55" West 854.80 feet to a concrete monument (# 3562) lying on a non-tangent curve to the left on the Northerly right of way boundary of Fleischmann Road, thence westerly along said right of way boundary curve having a radius of 592.25 feet through a central angle of 10°21'58" for an arc distance of 107.15 feet (the chord of said arc being North 71°58'18" West 107.01 feet) to a rod and cap (C.O.T.); thence leaving said right of way boundary run North 53°00'24" East 166.44 feet to a iron rod and cap (# 3293), thence North 51°23'36" East 179.35 feet to a found iron rod and cap (# 3293); thence North 89°41'14" East 1499.02 feet to a found iron rod and cap (# 3562) on a non-tangent curve to the left, thence northerly along said curve with a radius of 1874.98 feet through a central angle of 12°06'23" for an arc distance of 396.18 feet (the chord of said arc being North 14°22'52" West 395.44 feet) to a point on a non-tangent curve to the right; thence northerly along said curve having a radius of 5078.35 feet through a central angle of 12°43'14", for an arc distance of 1127.47 feet (the chord of said arc being North 14°02'54" West 1125.16 feet) to an iron rod and cap (#3563); thence South 84°37'46" West 917.42 feet to a concrete monument (# 3293) marking the Northwest corner of said property and the Northeast corner of the property described in O. R. Book 1976, Pg. 2121; thence North 66°06'52" West 484.23 feet to a set iron rod and cap (#7245) lying on the proposed Southerly right of way boundary for Welaunee Boulevard Extension, said point also lying on a curve concave Southeasterly; thence Southwesterly along said right of way boundary and said curve having a radius of 1440.00 feet through a central angle of 16°11'25" for an arc length of 406.91 feet (chord bears South 46°47'30" West 405.56 feet) to a set iron rod and cap (#7245); thence continue Southwesterly along said Southerly right of way boundary as follows: South 38°41'47" West 220.85 feet to a set iron rod and cap (#7245) lying on curve to the right; thence Southwesterly along said curve having a radius of 1560.00 feet through a central angle of 01°54'31" for an arc length of 51.97 feet (chord bears South 39°39'02" West 51.96 feet), to a set iron rod and cap (#7245); thence South 40°36'18" West 307.41 feet to a set iron rod and cap (#7245) lying on a curve concave Northwesterly; thence Southwesterly along said curve having a radius of 1590.00 feet through a central angle of 06°07'41" for an arc length of 170.06 feet (chord bears South 54°49'00" West 169.98 feet) to a set iron rod and cap (#7245); thence South 57°52'51" West 507.81 feet to a set iron rod and cap (#7245); lying on a curve to the left; thence Southwesterly along said curve having a radius of 1410.00 feet through a central angle of 14°51'10" for an arc length of 365.52 feet (chord bears South 50°27'15" West 364.49 feet) to a set iron rod and cap (#7245); thence South 43°01'40" West 12.84 feet to a set iron rod and cap (#7245); thence South 03°00'07" East 56.97 feet to a set iron rod and cap (#7245) lying on the Northerly right of way boundary of Fleischmann Road, said point also lying on a curve concave Northerly; thence Northwesterly along said curve having a radius of 676.69 feet through a central angle of 03°22'00" for an arc length of 39.76 feet (chord bears North 51°59'48" West 39.76), to a concrete monument (#7245); thence continue along said right of way boundary as follows: North 03° 00' 07" West 43.63 feet to a concrete monument (#7245); thence North 43° 01' 40" East 25.58 feet to a concrete monument (#7245); thence N 46° 58' 20" W 200.00 feet to a concrete monument

(#7245); thence North 82° 03' 44" West 34.93 feet to a concrete monument (#7245) lying on a curve to the right; thence northwesterly along said right of way boundary curve with a radius of 676.69 feet through a central angle of 27° 50' 02" for an arc length of 328.73 feet (the chord of said arc being North 14° 02' 05" West 325.51 feet) to a concrete monument (#7245); thence North 00° 13' 55" West 762.26 feet to a concrete monument (#7245); thence South 89° 46' 05" West 20.00 feet to a concrete monument (#7245); thence North 00° 13' 55" West 660.30 feet to a concrete monument (#7245); marking the southwest corner of a City of Tallahassee Stormwater Management Facility, said Stormwater Management Facility being property described in Official Records Book 1654, Page 0507 of the Public Records of Leon County, Florida; thence leaving said right of way boundary run North 89°45'46" East along said property boundary 92.61 feet to a concrete monument (#7245); thence North 11°08'43" East along said property boundary 216.15 feet to a concrete monument (#7245); thence North 15°14'26" West along said property boundary 176.56 feet to a concrete monument (#7245); thence South 89°49'08" West along said property boundary 89.56 feet to a concrete monument (#7245) on said right of way boundary of Fleischmann Road; thence North 00°14'14" West along said right of way boundary 185.83 feet to a concrete monument (#7245) on the Southeasterly right of way boundary (maintained) of Centerville Road; thence northeasterly along said maintained right of way boundary as follows: North 51°10'14" East 45.45 feet to a concrete monument (#7245); thence North 50°09'08" East 99.69 feet to a concrete monument (#7245); thence North 51°31'38" East 99.35 feet to a concrete monument (#7245); thence North 52°38'28" East 99.37 feet to a concrete monument (#7245); thence North 54°19'46" East 99.43 feet to a concrete monument (#7245); thence North 55°26'14" East 99.74 feet to a concrete monument (#7245); thence North 57°25'11" East 99.72 feet to a concrete monument (#7245); thence North 57°40'51" East 99.71 feet to a concrete monument (#7245); thence North 59°05'29" East 99.76 feet to a concrete monument (#7245); thence North 59°21'10" East 99.64 feet to a concrete monument (#7245); thence North 59°36'50" East 99.71 feet to a concrete monument (#7245); thence North 60°40'26" East 16.11 feet to a concrete monument (#7245); thence North 61°25'29" East 83.85 feet to a concrete monument (#7245); thence North 60°21'46" East 99.88 feet to a concrete monument (#7245); thence North 62°47'28" East 100.17 feet to a concrete monument (#7245); thence North 59°55'39" East 99.89 feet to a concrete monument (#7245); thence North 63°18'14" East 99.40 feet to a concrete monument (#7245); thence North 62°41'06" East 100.00 feet to a concrete monument (#7245); thence North 63°15'29" East 100.00 feet to a concrete monument (#7245); thence North 61°35'27" East 99.88 feet to a concrete monument (#7245); thence North 67°03'12" East 100.24 feet to a concrete monument (#7245); thence North 62°28'35" East 100.00 feet to a concrete monument (#7245); thence North 61°19'51" East 100.04 feet to a concrete monument (#7245); thence North 61°07'56" East 100.93 feet to a concrete monument (#7245); thence North 59°40'03" East 100.02 feet to a concrete monument (#7245); thence North 61°23'10" East 100.00 feet to a concrete monument (#7245); thence North 61°22'07" East 100.03 feet to a concrete monument (#7245); thence North 60°11'01" East 100.00 feet to a concrete monument (#7245); thence North 57°19'22" East 100.18 feet to a concrete monument (#7245); thence North 64°11'24" East 100.18 feet to a concrete monument (#7245); thence North 61°00'50" East 99.65 feet to a concrete monument (#7245); thence North 63°03'46" East 99.36 feet to a concrete monument (#7245); thence North 64°06'46" East 99.34 feet to a concrete monument (#7245); thence North 65°09'45" East 99.36 feet to a concrete monument (#7245); thence North 67°47'58" East 98.85 feet to a concrete monument (#7245); thence North 69°29'27" East 80.98 feet to a concrete monument (#7245); thence North 69°50'16" East 18.75 feet to a concrete monument (#7245); thence North

73°10'12" East 98.54 feet to a concrete monument (#7245); thence North 73°19'53" East 98.66 feet to a concrete monument (#7245); thence North 77°36'19" East 99.95 feet to a concrete monument (#7245); thence North 77°36'27" East 200.00 feet to a concrete monument (#7245); thence North 78°10'50" East 100.00 feet to a concrete monument (#7245); thence North 77°02'05" East 100.00 feet to a concrete monument (#7245); thence North 78°10'50" East 100.00 feet to a concrete monument (#7245); thence North 78°11'18" East 99.91 feet to a concrete monument (#7245); thence North 77°51'24" East 100.00 feet to a concrete monument (#7245); thence North 78°42'58" East 30.99 feet to a concrete monument (#7245) marking the centerline of Old Centerville Road as located in 1920, as evidenced by a deep gully (as referenced in the following deed) and marking the most Westerly corner of property described in Official Records Book 1826, Page 589 of the Public Records of Leon County, Florida; thence leaving said maintained right of way boundary run South 73°49'34" East along said centerline 273.23 feet to a concrete monument (#7245); thence North 00°03'13" West 18.43 feet to a found iron rod and cap (# 3328) on the Northerly top of bank of the old abandoned Centerville Road marking the Southwest corner of property described in Official Records Book 1400, Page 1833; Book 1440, Page 113; and Book 1698, Page 560 of the Public records of Leon County, Florida; thence easterly along said Northerly top of bank of the old abandoned Centerville Road and said property as follows: South 73°58'16" East 174.68 feet to a found iron rod and cap (# 3328) on a non tangent curve to the left, thence easterly along said curve with a radius of 232.00 feet through a central angle of 32°42'33" for an arc distance of 132.45 feet (the chord of said arc being North 89°36'21" East 130.65 feet) to a found iron rod and cap (# 3328); thence North 73°23'58" East 46.08 feet to a found iron rod and cap (# 3328) on a non tangent curve to the left, thence northeasterly along said curve with a radius of 357.00 feet through a central angle of 14°32'22" for an arc distance of 90.59 feet (the chord of said arc being North 66°02'24" East 90.35 feet) to a found iron rod and cap (# 3328); thence North 58°53'04" East 91.36 feet to a concrete monument (# 7245); thence leaving said Northerly top of bank of the old abandoned Centerville Road run North 89°56'06" East along the North boundary of Section 15, Township 1 North, Range 1 East, Leon County, Florida, a distance of 491.38 feet to the POINT OF BEGINNING containing 505.46 acres more or less.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

James T. Roddenberry
Surveyor and Mapper Florida
Certificate No: 4261



OWNERSHIP AFFIDAVIT & DESIGNATION OF AGENT

I. Ownership.

I, Jason Ghazvini, hereby attest to ownership of the property described below:

Parcel I.D. Number(s) 1115204050000, 1115204100000

Location address: Canopy Planned Unit Development

_____ for which this Application is submitted.

The ownership, as recorded on the deed, is in the name of: Ox Bottom Mortgage Holdings, LLC

Please complete the appropriate section below:

NOTE: The person signing under section IV Acknowledgement, must be listed below as an officer or partner.

☐ Individual

☒ Corporation/Limited Liability
Company (LLC)

☐ Partnership

☐ Government Entity

Provide Names of Officers/Members:

Behzad Ghazvini

Mehran Ghazvini

Jason Ghazvini

Justin Ghazvini

Provide Names of General Partners:

Dept. of State Registration No.:

L12000002771

Name/Address of Registered Agent:

Daniel Manausa, Esq.

1701 Hermitage Boulevard, Suite 100

Tallahassee, Florida 32308

II. Designation of Owner's Agent. (Leave blank if not applicable)

As the owner of the above designated property and the applicant for which this affidavit is submitted, I wish to designate the below named party as my agent in all matters pertaining to the location address. In authorizing the agent named below to represent me, or my company, I attest that the application is made in good faith and that any information contained in the application is accurate and complete to the best of my knowledge and belief. (Note: Prior to the issuance of a building permit, the owner's agent must be the contractor listed on the permit application.)

Owner's Agent: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.

Address: 106 E. College Avenue, Suite 700, Tallahassee, FL 32301

Contact Person: Erin J. Tilton, Esq.

Telephone No.: 850-580-7200

III. Notice to Owner.

A. All changes in Ownership & Applicant's Agent prior to issuance shall require new affidavit. If ownership changes the new owner assumes the obligations and the original applicant is released from responsibility for actions taken by others after the change in ownership.

B. If the Owner intends the Designation of Applicant's Agent to be limited in any manner, please indicate the limitation below. (i.e., Limited to obtaining a certificate of concurrency for the parcel; limited to obtaining a land use compliance certificate; etc.)

IV. Acknowledgement.

• Individual

Signature

Print Name: _____
Address: _____
Phone #: _____

• Government Entity

Print Government Name _____

By: _____
Signature

Print Name: _____
Title: _____
Department: _____

• Corporation/LLC

Ox Bottom Mortgage Holdings, LLC
Print Corporation/LLC Name _____

By: _____
Signature

Print Name: Jason Ghazvini
Its: Manager
Address: 4708 Capital Circle NW
Tallahassee, Florida 32303
Phone #: 850-514-1000

• Partnership

Print Partnership Name _____

By: _____
Signature

Print Name: _____
Its: _____
Address: _____
Phone #: _____

NOTARY INFORMATION (Please use appropriate block.)

STATE OF FLORIDA
COUNTY OF LEON

• Individual

Before me, this _____ day of _____, 20____.

By _____ The foregoing instrument was acknowledged before me, by means of physical presence ___ or online notarization ___.

• Government Entity

Before me, this _____ day of _____, 20____, personally appeared _____ as _____ and on behalf of _____, executed the foregoing instrument was acknowledged before me, by means of physical presence ___ or online notarization ___.

• Corporation/LLC

Before me, this 10th day of June, 2026,
personally appeared
Jason Ghazvini _____ of
Ox Bottom Mortgage Holdings, LLC _____,
a Florida _____ corporation/
(State)
LLC, on behalf of the corporation/LLC, The foregoing instrument was acknowledged before me, by means of physical presence ☒ or online notarization ___.

• Partnership

Before me, this _____ day of _____, 20____, personally appeared _____, partner/agent on behalf of _____, a partnership, the foregoing instrument was acknowledged before me, by means of physical presence ___ or online notarization ___.

Signature of Notary

Signature of Notary _____

FRANKLIN MICHAEL DIMITROFF

Print Notary Name _____

NOTARY STAMP:

My commission expires: 10/22/29

Identification Method: ☒ Personally known.
Produced I.D. – Type: _____

