

RET: JOYCE BRADLEY

FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF NASSAU, FLORIDA, ON JULY 26, 1999, AT 10:00 AM.

FILE 200421102 OR BOOK 01239 PGS 0071-0074 RECORDED 06/18/2004 14:36:04 NASSAU COUNTY, J.M. OXLEY, JR., CLERK

AGREEMENT

This Agreement is made and entered into this 26th day of July, 1999, by and between ADR Investments, Ltd., (hereinafter referred to as "Developer") or its assigns or successors and Nassau County Board of County Commissioners (hereinafter referred to as "County").

W I T N E S S E T H

WHEREAS, Developer applied for a site plan approval on March 18, 1999 for 39 acres to be subdivided into 28 lots (more particularly described on Exhibit "A" attached hereto); and

WHEREAS, the Developer is desirous of beginning construction on the infrastructure improvement and of platting of the subdivision before improvements to Stratton Road are started; and

WHEREAS, the County is desirous of ensuring that Stratton Road, from Hodges road to the entrance to the proposed subdivision, remains in an acceptable condition during construction; and

WHEREAS, the County and Developer are desirous of entering into this Agreement to set forth the terms and conditions of how development should proceed.

NOW, THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

1. Construction of the subdivision may begin upon this Agreement being signed and recorded and all permits (state and local) obtained.
2. During the construction of the subdivision, Stratton Road shall remain in its current condition or better. Any degradation during construction, as inspected and identified by the Public Works Director, will be repaired by the Developer within the time frame set by the Public Works Director.

3. Building permits will be issued for fourteen (14) dwelling units, provided all of the criteria are met, before Stratton Road is improved.
4. As many as fourteen (14) Certificates of Occupancy may be issued, provided all of the state and location regulations are adhered to, before Stratton Road is improved.
5. After the fourteen (14) Certificates of Occupancy are issued, no other Certificates of Occupancy shall be issued until Stratton Road, from Hodges Road east to the entrance of the subdivision, is constructed to County standards. This includes widening to 20' and paving. Upon review of the core borings, the Public Works Director shall determine the necessary typical section to be used for construction on Stratton Road.
6. Upon the completion of the improvements to Stratton Road as described above, all other Certificates of Occupancy may be issued, provided all of the criteria are met pursuant to this Agreement and applicable county and state requirements.

This agreement shall be construed according to the laws of the State of Florida.


IN WITNESS WHEREOF the undersigned have set their hands and seals this the 26th day of July, 1999.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

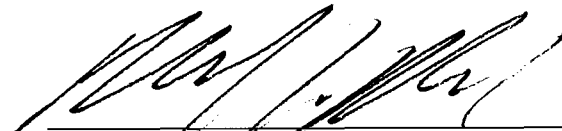


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

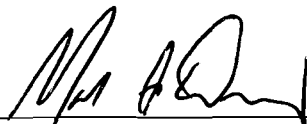


J. H. COOPER
Its: Chairman

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:


MICHAEL S. MULEIN

DEVELOPER:
ADR Investments, Ltd.


MARK A. DRURY
Its: President of American Dream
Realty of Jax, Inc.
General Partner


STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument is hereby acknowledged before me this 26th
day of July, 1999, by Mark A. Drury, as
President of American Dream Realty of Jax, Inc. He is personally known
to me and did not take an oath.

Type of Identification
Id. No. Lic # DG60-541-63-125-0


NOTARY PUBLIC, STATE OF FLORIDA

Name: Margie J. Armstrong

My Commission Expires:  **MARGIE J. ARMSTRONG**
Notary Public, State of Florida
My Comm. expires Nov. 5, 1999
My Commission Number is: Comm. No. CC 503215

225

EXHIBIT A

CAPTION

A PORTION OF LOTS 3, 4 AND 5, SHADY GROVE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGES 13 AND 14, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 4, OF SAID SHADY GROVE SUBDIVISION AS RECORDED IN PLAT BOOK 6, PAGES 13 AND 14, OF THE PUBLIC RECORDS OF SAID COUNTY SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF IRVIN ROAD (A 50.00 FOOT RIGHT OF WAY); THENCE NORTH 20 DEGREES 32 MINUTES 34 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF IRVIN ROAD, 000.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 20 DEGREES 32 MINUTES 34 SECONDS WEST, 284.01 FEET; THENCE NORTH 62 DEGREES 51 MINUTES 26 SECONDS EAST, 1100.00 FEET; THENCE NORTH 65 DEGREES 44 MINUTES 11 SECONDS EAST, 295.07 FEET; THENCE NORTH 13 DEGREES 08 MINUTES 52 SECONDS EAST, 388.18 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 338, PAGE 714, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89 DEGREES 03 MINUTES 35 SECONDS EAST, ALONG SAID SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 338, PAGE 714, 853.00 FEET TO A POINT ON THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 537, PAGE 852, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 05 DEGREES 04 MINUTES 25 SECONDS EAST, ALONG THE WEST LINE OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 537, PAGE 852, 780.00 FEET; THENCE SOUTH 48 DEGREES 02 MINUTES 08 SECONDS WEST, 281.65 FEET; THENCE SOUTH 67 DEGREES 30 MINUTES 05 SECONDS WEST, 333.35 FEET; THENCE SOUTH 70 DEGREES 41 MINUTES 12 SECONDS WEST, 732.19 FEET; THENCE SOUTH 62 DEGREES 51 MINUTES 26 SECONDS WEST, 240.00 FEET; THENCE NORTH 82 DEGREES 26 MINUTES 47 SECONDS WEST, 145.95 FEET; THENCE NORTH 27 DEGREES 08 MINUTES 34 SECONDS WEST, 398.38 FEET TO A POINT ON A CURVE TO THE LEFT AND HAVING A RADIUS OF 300.00 FEET; THENCE ALONG AND AROUND SAID TO THE LEFT AN ARC DISTANCE OF 48.05 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 67 DEGREES 15 MINUTES 17 SECONDS WEST, 48.01 FEET; THENCE SOUTH 62 DEGREES 51 MINUTES 26 SECONDS WEST, 397.55 FEET TO A POINT OF CURVE TO THE LEFT AND HAVING A RADIUS OF 25.00 FEET; THENCE ALONG AND AROUND SAID CURVE TO THE LEFT AN ARC DISTANCE OF 36.39 FEET TO THE POINT OF BEGINNING, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21 DEGREES 09 MINUTES 26 SECONDS WEST, 33.26 FEET;

THIS PARCEL CONTAINS 39.02 ACRES MORE OR LESS.



Nassau County Public Works Department

2290 State Road 200
Fernandina Beach, Florida 32034-3056

Jack D'Amato, Jr., PE
Director of Public Works

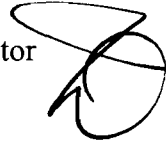
Gary R. Larson, CBO
Building Official

Douglas Correia
Senior Planner

Dennis Close
Road & Bridge Superintendent

MEMORANDUM

TO: Pete Cooper, Chairman

FROM: Jack D'Amato, Public Works Director 

DATE: July 15, 1999

RE: Planning & Zoning Item for July 26, 1999 Agenda
North Deerwood Estates, SP-99-013

Background:

Developer's Agreement filed by Mark Drury, Owner and Dan McCranie, Contact person for 39 acre, 28 lot subdivision located at the end of Stratton Road, Callahan area. Agreement clarifies off-site improvements to be made by the developer to an existing section of Stratton Road from the proposed project to Hodges Road.

Recommendation:

Staff recommends **approval**.

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 1999 by and between ADR Investments, Ltd., (hereinafter referred to as "Developer") and Nassau County Board of County Commissioners (hereinafter referred to as "County").

WITNESSETH

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WHEREAS, the Developer is desirous of beginning construction of the infrastructure improvements and of platting of the subdivision before improvements to Stratton Road are started; and

WHEREAS, the County is desirous of ensuring that Stratton Road, from Hodges Road to the entrance to the proposed subdivision remains in an acceptable condition during construction; and

WHEREAS, the County and Developer are desirous of entering into this Agreement to set forth the terms and conditions of how development should proceed.

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6. Upon the completion of the improvements to Stratton Road as described above, all other Certificates of Occupancy may be issued, provided all of the criteria are met pursuant to this agreement and applicable county and state requirements.
7. ~~The transportation portion of all new impact fees collected after the date of this agreement, along and/or accessing their property from the improved Stratton Road, will be credited towards the construction costs of Stratton Road to the Developer.~~

This agreement shall be construed according to the laws of the State of Florida.

IN WITNESS whereof the undersigned have set their hands and seals the ____ day of _____, 1999.

**Board of County Commissioners
Nassau County, Florida**

ATTEST:

J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

J. H. COOPER
Its: Chairman

Approved as to form by the
Nassau County Attorney:

MICHAEL S. MULLIN

DEVELOPER:
ADR Investments, Ltd.

MARK A. DRURY
Its: President of American Dream
Realty of Jax, Inc.
General Partner

**STATE OF FLORIDA
COUNTY OF NASSAU**

The foregoing instrument is hereby acknowledged before me this ____ day of _____, 1999,
by _____, as President of American Dream Realty of Jax, Inc. He is
personally known to me and did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

Name: _____

My Commission expires: _____

My Commission number is: _____

Original Site Plan located in:

Box 0001363
Clerk's Records Building
BOCC Administration/Clerk Legal
Contract and Agreements 1998-1999

Or Recording File 2004211102 OR Book 01239 RG 0071-0074 Recorded 6-18-04