

Florida Department Of State, Division Of Library And Information Services
LIBRARY SERVICES AND TECHNOLOGY ACT
GRANT AGREEMENT

AGREEMENT executed and entered into FEBRUARY 1, 19 99

BETWEEN the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the DIVISION, and the

SUBGRANTEE: Nassau County Board of County Commissioners for and on behalf of Nassau County Public Library System

the PROJECT: Development Grant

the GRANT AMOUNT: Fifty-five thousand dollars (\$55,000)

released in four equal advance payments as determined by the Division after consultation with the SUBGRANTEE.

The funds shall be expended on or before September 30, 1999.

Unless there is a change of address, any notice required by this agreement shall be delivered to the DIVISION, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State, and to Nassau County Public Library System, 25 N Fourth St., Fernandina Beach, Florida 32034-4123, for the SUBGRANTEE. In the event of a change of address it is the obligation of the moving party to notify the other party in writing of the change of address.

The DIVISION, as administrator of federal funds authorized under Section 257.12, *Florida Statutes*, is desirous of providing a grant. Federal funds are provided through the Library Services and Technology Act of 1996 under Florida's long range plan approved by the Institute of Museum and Library Services. The SUBGRANTEE agrees to meet all state requirements and requirements of the Library Services and Technology Act, hereinafter referred to as LSTA.

The parties agree as follows:

- I. The SUBGRANTEE agrees to:
 - a. Administer all funds granted to it by the DIVISION to carry out the project as described in the project proposal and revisions submitted to and approved by the DIVISION. The project proposal and revisions are incorporated by reference.
 - b. Provide the DIVISION with statistical, narrative, financial and other evaluative reports as requested.
 - c. Retain and make available to the DIVISION, upon request, all financial and programmatic records, supporting documents, statistical records, and other records for the project.
 - d. Retain all records for a period of 3 years from the date of submission of the final project report. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3 year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3 year period, whichever is later.
 - e. Pay out all project funds on or before the project ending date.
 - f. Use and maintain adequate fiscal authority, control, and accounting procedures that will assure proper disbursement of, and accounting for federal project funds.
 - g. Perform all acts in connection with this agreement in strict conformity with all applicable State and Federal laws and regulations.
 - h. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or

marital status. The SUBGRANTEE shall insert a similar provision in all subcontracts for services by this agreement.

- i. Expend all grant funds received under this Agreement solely for the purposes of the project. These funds will not be used for lobbying the legislature, the judicial branch, or any state agency. Repay to the DIVISION any and all funds not thus expended.
- j. Have an audit of financial operations performed in accordance with the Single Audit Act of 1984 (31 U.S.C. 7501-7) and 45 CFR 1183.26. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits.
- k. Each SUBGRANTEE, other than a state agency, shall submit to an audit or submit an attestation statement pursuant to section 216.349, *Florida Statutes*.

II. The DIVISION agrees to:

- a. Provide a grant in accordance with the terms of this agreement in the amount and frequency as stated above in consideration of the SUBGRANTEE's performance hereinunder, and contingent upon funding by the Institute of Museum and Library Services. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. In the event that the state or federal funds on which this agreement is dependent are withdrawn, this agreement is terminated and the state has no further liability to the SUBGRANTEE beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- b. Provide professional advice and assistance to the SUBGRANTEE as needed, in implementing and evaluating the project.
- c. Review the project during the grant period to assure that adequate progress is being made toward achieving the project objectives.

III. The SUBGRANTEE and the DIVISION mutually agree that:

- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
- b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement.
- c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- d. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- e. This agreement shall be terminated by the DIVISION because of failure of the SUBGRANTEE to fulfill its obligations under the agreement in a timely and satisfactory manner unless the SUBGRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by the SUBGRANTEE shall be determined by the DIVISION based on the terms and conditions imposed on the SUBGRANTEE in this agreement and compliance with the program guidelines. The DIVISION shall provide SUBGRANTEE a written notice of default letter. SUBGRANTEE shall have 15 calendar days to cure the default. If the default is not cured by the SUBGRANTEE within the stated period, the DIVISION shall terminate this agreement, unless the SUBGRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the SUBGRANTEE'S control. In the event of termination of this agreement, the SUBGRANTEE will be compensated for any work satisfactorily completed prior to the notification of termination.
- f. The Division shall unilaterally cancel this agreement if the SUBGRANTEE refuses to allow public access to all documents or other materials subject to the provisions of chapter 119, *Florida Statutes*.

- g. Surplus funds must be temporarily invested and the interest earned on such investments shall be returned to the State quarterly.
- h. Bills for services or expenses shall be maintained in detail sufficient for proper preaudit and postaudit.
- i. Any travel expenses must be maintained according to the provisions of Section 112.061, *Florida Statutes*.
- j. The DIVISION shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
- k. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the SUBGRANTEE, its agents, servants or employees; nor shall the SUBGRANTEE exclude liability for its own acts, omissions to act or negligence to the DIVISION. In addition, the SUBGRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the SUBGRANTEE.
- l. The SUBGRANTEE, other than a SUBGRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.
- m. The SUBGRANTEE shall be responsible for all work performed and all expenses incurred in connection with the Project. The SUBGRANTEE may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for services and commodities, PROVIDED THAT such subcontract has been approved by the DIVISION prior to its execution, and PROVIDED THAT it is understood by the SUBGRANTEE that the DIVISION shall not be liable to the Subcontractor for any expenses or liabilities incurred under the subcontract and that the SUBGRANTEE shall be solely liable to the Subcontractor for all expenses and liabilities incurred under the subcontract.
- n. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.
- o. The SUBGRANTEE, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, SUBGRANTEE is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment in the State Career Service. SUBGRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the SUBGRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.
- p. The SUBGRANTEE shall not assign, sublicense or otherwise transfer its rights, duties, or obligations under this agreement without prior written consent of the Department, which consent shall not be unreasonably withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the Department approves a transfer of the SUBGRANTEE'S obligations, the SUBGRANTEE remains responsible for all work performed and all expenses incurred in connection with the agreement. In the event the Legislature transfers the rights, duties, and obligations of the Department to another government entity pursuant to section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.
- q. This agreement shall bind the successors, assigns and legal representatives of the SUBGRANTEE and of any legal entity that succeeds to the obligation of the DIVISION.
- r. When publications, films or similar materials are developed, directly or indirectly, from a program, project, or activity supported with grant funds, any copyright resulting therefrom shall be held by the Department of State. The author may arrange for copyright of such materials only after approval from the DIVISION. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the SUBGRANTEE agrees to, and awards to the Department and to its officers, agents, and employees acting within the scope of their official duties, and if applicable, the Federal Government, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

s. No costs incurred before the date of this Agreement shall be eligible as project expenditures. No costs incurred after the completion date or other termination of the Agreement shall be eligible as project expenditures unless specifically authorized by the DIVISION.

IV. The term of this agreement will commence on the date of execution of the agreement. If the SUBGRANTEE award period is extended beyond the original Agreement period, the final report will cover the entire grant period of project activities and is due within thirty days after the end of the extended grant period.

V. Any modifications or attachments to this Agreement are enumerated below.

THE SUBGRANTEE



Signature of Authorized Official

Chris Kirkland
Chairman

Typed Name and Title of Authorized Official

THE DIVISION



Katherine Harris
Secretary of State
Department of State, State of Florida



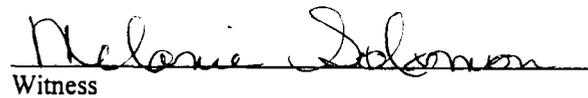
Witness



Witness



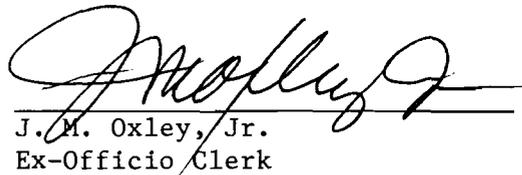
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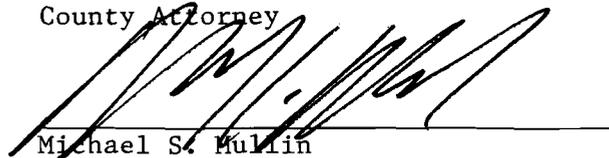
Witness

ATTEST:

Approved as to Form by the Nassau
County Attorney



J.M. Oxley, Jr.
Ex-Officio Clerk



Michael S. Mullin

4/1/98

DIVISIONS OF FLORIDA DEPARTMENT OF STATE

Office of the Secretary
Office of International Relations
Division of Elections
Division of Corporations
Division of Cultural Affairs
Division of Historical Resources
Division of Library and Information Services
Division of Licensing
Division of Administrative Services



MEMBER OF THE FLORIDA CABINET

State Board of Education
Trustees of the Internal Improvement Trust Fund
Administration Commission
Florida Land and Water Adjudicatory Commission
Siting Board
Division of Bond Finance
Department of Revenue
Department of Law Enforcement
Department of Highway Safety and Motor Vehicles
Department of Veterans' Affairs

FLORIDA DEPARTMENT OF STATE

Katherine Harris

Secretary of State

DIVISION OF LIBRARY AND INFORMATION SERVICES

MEMORANDUM

TO: Dawn Bostwick, Director
Nassau County Public Library System

FROM: Loretta L. Flowers, *LL* Library Program Administrator

DATE: February 2, 1999

SUBJECT: Executed Project Agreement

Project #: 98-LSTA-A-17
Project: Development Grant

Enclosed is one executed original copy of the project agreement noted above for your files. The other copy is being kept in our office as part of the official files for the project.

Please include the project identification number in any future correspondence with our office regarding this project. Feel free to contact me if you have any questions.

LLF:jw

Enclosure

STATE LIBRARY OF FLORIDA

R.A. Gray Building • Tallahassee, Florida 32399-0250 • (850) 487-2651
FAX: (850) 488-2746 • TDD: (850) 922-4085 • <http://www.dos.state.fl.us>

LEGISLATIVE LIBRARY SERVICE
(850) 488-2812 • FAX: (850) 488-9879

RECORDS MANAGEMENT SERVICES
(850) 487-2180 • FAX: (850) 488-1388

FLORIDA STATE ARCHIVES
(850) 487-2073 • FAX: (850) 488-4894

Give to Joyce

BK 0878 PG 1149

APR 13 1999

A G R E E M E N T

OFFICIAL RECORDS

This Agreement is made and entered into this 22nd day of March, 1999 by and between Amelia Island Ventures, Inc., (hereinafter referred to as "Developer") and Nassau County Board of County Commissioners (hereinafter referred to as "County").

251.00

W I T N E S S E T H

WHEREAS, Developer applied for a rezoning request on July 20, 1998 to change the zoning on approximately 72 acres (more particularly described on Exhibit "A" attached hereto) from Open Rural to a PUD zoning classification; and

WHEREAS, the Nassau County Board of Planning and Zoning approved said zoning request on September 1, 1998 and made recommendation for approval by the Board of County Commissioners; and

WHEREAS, the Nassau County Board of County Commissioners, approved said zoning request on October 12, 1998 pursuant to conditions as outlined in Exhibit "B" attached hereto; and

WHEREAS, Developer has completed an overall subdivision design and all engineering surveying for all lots in Phase I; and

WHEREAS, Developer is desirous of conveying title to said lots pursuant to the Phase I subdivision plat and final development plan, which have been submitted for approval; and

WHEREAS, the County is desirous of ensuring that the lots of Phase I have adequate water and sewer services; and

Lighthouse Pointe

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. Developer shall proceed to establish an MSBU in order to provide water and sewer service. Developer shall provide the county with a contract by and between the developer and the firm of Nabors, Giblin & Nickerson, P.A., or their subsidiary regarding the MSBU. The contract is to be provided prior to construction of any model home.
2. Developer shall pay for all legal fees, engineering, and any other expenses associated with the creation and implementation of the MSBU.
3. Developer shall continue with the permitting process with the St. Johns Water Management District and shall obtain its permits prior to any infrastructure development of Phase I.
4. Upon receipt of the St. Johns River Water Management District permit, the Developer shall begin construction of all roads, water lines, drilling of all wells, and underground utilities.
5. All roads, wells, water lines and fire hydrants must be completed prior to construction of any model homes. The roads do not have to be paved but must be completely roughed in, stabilized, and approved by the Director of Public Works. Paving and sewer lines must be constructed

and operationally approved prior to the issuance of a
Certificate of Occupancy on any model home. BK0878PG151 OFFICIAL RECORDS

6. Developer shall enter into a contractual agreement with United Water for the provision of sewer services. Said agreement shall be submitted to the County prior to the construction of any model homes.
7. The County shall not approve electric service to any model homes prior to Developer or his successor adhering to all the requirements set forth herein.
8. No model home may be utilized as a sales office without a Certificate of Occupancy.
9. Upon approval of the final development plan and plat for Phase I by the Board of County Commissioners, and the installation of wells, waterlines, and fire hydrants, Developer or his designee may proceed with its model home construction.
10. After final development plan approval and plat approval, and after the requirements set forth herein have been completed, the Developer may convey up to 25 lots in Phase I to investors for the purpose of construction of up to 25 model homes. All deeds shall contain language approved by the county indicating the restrictions and requirements contained herein.
11. Developer understands and agrees that the model homes will not be granted a certificate of occupancy until the requirements set forth herein are complied with and the

roads have been paved and all permits have been received from all governmental and regulatory agencies.

BK 0878 PG 1152

OFFICIAL RECORDS

12. Developer and his successors represent that construction of the model homes will take approximately six to eight months and that all requirements set forth herein prior to construction of the first model home shall be accomplished prior to the issuance of a building permit.
13. Developer hereby agrees to incorporate this Agreement in any deed of conveyance to any investor and by reference all investors are bound by the terms of this agreement. This agreement may be recorded in the public records of the Nassau County Courthouse and all deeds of conveyance to all investors prior to water and sewer being complete shall contain language referring to this Agreement and specifically binding all investors to the terms of this Agreement.
14. This Agreement shall be binding upon all successors, heirs and assigns of Developer and its investors.
15. The County reserves the right to issue a stop work order on any aspect of construction set forth herein.
16. Developer shall provide copies of the deeds to successor in interest and to the Director of Public Works and written consent of their acknowledgement of this agreement and the fact that they are bound by the agreement. Failure to provide written consents or copies of the deeds shall be

considered a breach of this Agreement and construction on any aspect shall cease.

BK0878PG1153

OFFICIAL RECORDS

17. Developer or successor in interest cannot re-sell any lots or model homes until the Certificate of Occupancy has been issued. Said restriction shall be contained in the deeds from Developer to successor in interest. Recording costs shall be paid by Developer.

18. Any breach of this Agreement by the Developer or his successors shall cause the county to take appropriate legal action to enforce this Agreement. Any and all costs and legal fees shall be the responsibility of the Developer, personal guarantors and/or successors in interest.

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

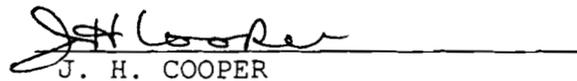
IN WITNESS whereof the undersigned have set their hands and seals this 22nd day of March, 1999.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

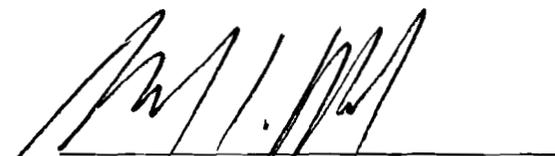


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk



J. H. COOPER
Its: Chairman

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

BK0878PG1154

DEVELOPER: AMELIA ISLAND VENTURES, INC. OFFICIAL RECORDS

[Handwritten Signature]
STRICKLAND HOLLOWAY, JR.
Its: President

STATE OF ~~FLORIDA~~ *Georgia*
COUNTY OF ~~NASSAU~~ *Putnam*

The foregoing instrument is hereby acknowledged before me this 1st day of April, 1999, by Strickland Holloway, Jr., as President, of Amelia Island Ventures, Inc. He is personally known to me and did not take an oath.



[Handwritten Signature]
NOTARY PUBLIC, ~~STATE OF FLORIDA~~ *Georgia*

Name: Lori C. Stapp

My Commission expires: November 4, 2002

My Commission Number is: _____

EXHIBIT "A"

A PORTION OF SECTION 37 AND 38, TOWNSHIP 3 N, RANGE 27 EAST AND A PORTION OF SECTIONS 41 AND 42, TOWNSHIP 3 N, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BK 0878 PG 1155

PARCEL A-The Island

OFFICIAL RECORDS

COMMENCE AT THE LINE DIVIDING RANGE 27 E AND RANGE 28 E AND THE SOUTHEASTERLY LINE OF SAID SECTION 38; THENCE S 42°-49'-23" W ALONG SAID SOUTHEASTERLY LINE OF SECTION 38 A DISTANCE OF 705.07 FEET; THENCE N 7°-40'-06" E A DISTANCE OF 600.98 FEET; THENCE N 87°-39'-00" E A DISTANCE OF 443.85 FEET; THENCE S 2°-07'-40" E A DISTANCE OF 66.88 FEET; THENCE N 44°-08'-49" E A DISTANCE OF 1,217.66 FEET; THENCE CONTINUE N 44°-08'-49" E A DISTANCE OF 636.76 FEET; THENCE N 49°-11'-16" W A DISTANCE OF 170.49 FEET; THENCE N 29°-04'-29" E A DISTANCE OF 291.33 FEET TO THE POINT OF BEGINNING; THENCE N 51°-52'-10" W A DISTANCE OF 10.02 FEET; THENCE N 11°-36'-04" W A DISTANCE OF 27.58 FEET; THENCE NORTH 37°-38'-53" W A DISTANCE OF 18.42 FEET; THENCE N 62°-17'-41" W A DISTANCE OF 23.16 FEET; THENCE N 35°-39'-33" E A DISTANCE OF 45.11 FEET; THENCE N 49°-18'-32" E A DISTANCE OF 26.25 FEET; THENCE N 51°-29'-46" E A DISTANCE OF 54.78 FEET; THENCE NORTH 48°-53'-17" E A DISTANCE OF 45.61 FEET; THENCE S 88°-06'-29" E A DISTANCE OF 10.34; THENCE N 03°-33'-51" E A DISTANCE OF 8.37 FEET; THENCE N 50°-59'-09' EAST A DISTANCE OF 39.41 FEET; THENCE NORTH 50°-16'-41" E A DISTANCE OF 45.47 FEET; THENCE N 72°-52'-48" E A DISTANCE OF 20.40 FEET; THENCE N 41°-50'-09" E A DISTANCE OF 14.40 FEET; THENCE N 64°-39'-14" E A DISTANCE OF 41.45 FEET; THENCE S 81°-15'-53" E A DISTANCE OF 29.86 FEET; THENCE S 26°-17'-04" E A DISTANCE OF 12.91 FEET; THENCE S 69°-45'-49" E A DISTANCE OF 18.93 FEET; THENCE S 27°-13'-41" W A DISTANCE OF 31.04 FEET; THENCE S 60°-48'-18" W A DISTANCE OF 20.38 FEET; THENCE S 25°-07'-55" W A DISTANCE OF 12.26 FEET; THENCE S 73°-58'-40" W A DISTANCE OF 12.57 FEET; THENCE S 31°-11'-06" W A DISTANCE OF 20.52 FEET; THENCE S 52°-20'-13" W A DISTANCE OF 24.88 FEET; THENCE S 24°-08'-53" W A DISTANCE OF 25.11 FEET; THENCE S 41°-08'-52" W A DISTANCE OF 31.03 FEET; THENCE S 56°-04'-20" W A DISTANCE OF 16.53 FEET; THENCE S 27°-18'-41" W A DISTANCE OF 26.99 FEET; THENCE S 35°-45'-06" W A DISTANCE OF 20.07 FEET; THENCE S 89°-38'-15" W A DISTANCE OF 6.94 FEET; THENCE S 15°-16'-48" W A DISTANCE OF 10.92 FEET; THENCE S 29°-46'-26" W A DISTANCE OF 21.08 FEET; THENCE S 47°-30'-08" W A DISTANCE OF 25.80 FEET; THENCE S 57°-12'-07" W A DISTANCE OF 34.28 FEET; THENCE S 64°-35'-56" W A DISTANCE OF 44.06 FEET; THENCE NORTH 51°-52'-10" W A DISTANCE OF 23.16 FEET TO THE POINT OF BEGINNING. CONTAINING 0.79 ACRE MORE OR LESS.

PARCEL B-Mainland

BEGIN AT THE LINE DIVIDING RANGE 27 E AND RANGE 28 E AND THE SOUTHEASTERLY CORNER OF SAID SECTION 38; THENCE S 42°-42'32" W ALONG THE SOUTHEASTERLY LINE OF SAID SECTION 38 A DISTANCE OF 703.51 FEET; THENCE N 7°-50'09" E A DISTANCE OF 1,006.93 FEET; THENCE N 7°-01'01" E A DISTANCE OF 180.95 FEET; THENCE N 7°-08'-51" E A DISTANCE OF 318 MORE OR LESS TO THE MARSHLANDS OF BELLS RIVER, THENCE EASTERLY, SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE MARSHLANDS OF BELLS RIVER A DISTANCE OF 5,422 MORE OR LESS TO THE CENTERLINE OF A CREEK; THENCE WESTERLY ALONG SAID CENTERLINE OF CREEK A DISTANCE OF 707 FEET MORE OR LESS TO THE EASTERLY LINE OF SAID SECTION 37; THENCE S 0°-01'-55" E ALONG SAID EASTERLY LINE OF SECTION 37 A DISTANCE OF 60 FEET MORE OR LESS; THENCE N 86°-15'-43" W A DISTANCE OF 425.0 FEET; THENCE S 0°-01'-55" EAST A DISTANCE OF 160.0 FEET TO THE DIVISION LINE OF LOTS 1 AND 2 OF THE ESTATE OF H.M. THIGPEN AS RECORDED IN DEED BOOK 39, PAGE 356 OF SAID COUNTY RECORDS, A DISTANCE OF 422.86 FEET TO THE DIVIDING LINE OF SAID SECTIONS 37 AND 38; THENCE N 42°-42'-32" E ALONG THE DIVIDING LINE OF SAID SECTIONS 37 AND 38 A DISTANCE OF 994.84 FEET; THENCE S 0°-01'-55" E PARALLEL THE EASTERLY LINE OF SAID SECTION 38 A DISTANCE OF 251.73 FEET; THENCE N 42°-42'-32" E PARALLEL THE DIVIDING LINE OF SAID SECTIONS 37 AND 38 A DISTANCE OF 251.73 FEET TO THE EASTERLY LINE OF SAID SECTION 37; THENCE N 0°-01'-55" W ALONG THE EASTERLY LINE OF SAID SECTION 37 A DISTANCE OF 251.73 FEET TO THE POINT OF BEGINNING. CONTAINING 71 ACRES MORE OR LESS.

LESS AND EXCEPT COUNTY ROAD RIGHT OF WAYS FOR LENTZ ROAD.

SUBJECT TO A 30 FOOT EASEMENT FOR INGRESS AND EGRESS THAT LIES SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF SAID SECTION 38, THAT BEGINS AT THE ONE ACRE OUT PIECE IN THE NORTHEASTERLY CORNER OF SAID SECTION 37 AND RUNS SOUTHWESTERLY TO LENTZ ROAD.

EXHIBIT "B"

BK0878PG1157
OFFICIAL RECORDS

1. The parcel designated for the location of the potable water treatment facility and wastewater lift station shall employ a twenty (20) foot natural buffer and fence along all boundary lines. The community water well shall be placed no closer than 200 feet to any impervious surface, as per Comprehensive Plan Policy 4.05.04.
2. Commercial uses shall be restricted to indoor retail, restaurant, hotel, and service uses listed as permitted uses in the Commercial General (CG) district. Development of these uses (as well as the chapel) shall utilize setback and lot restrictions for the CG zoning district, and the parking restrictions listed in Article 31 of the Zoning Code.
3. Total number of lots not to exceed 142 in number.
4. Future traffic impacts shall be based upon 142 residential lots plus the traffic impacts generated by the commercial uses of the PUD.
5. Lots shall vary in size from 60' wide by 100' deep to 80' wide by 200' deep. Covenants and restrictions to be submitted during Final Development Plan.
6. Marsh and river-front lots in the development shall contain a fifty (50) foot undisturbed buffer from the jurisdictional wetland line as per Comprehensive Plan Policy. All development within this buffered area shall average 50 feet with a minimum of 25 feet. All development therein to be prohibited.
7. The Lighthouse, Lighthouse Inn, general store, and marina office shall be located on the small island and the 50 foot setback from the jurisdictional wetlands line be defined as an average not an absolute one on said island.
8. All commercial and other non-residential uses (such as the marina, lighthouse, and chapel) must be given final approval from the Planning and Zoning Board and Board of County Commissioners as a Final Development Plan only after completion of the staff level site plan review process.
9. The maximum height requirement for the island shall be 100 feet from the lighthouse, a 50 foot maximum height restriction for all other commercial structures on the island. The rear yard setback in the Commercial General (CG) shall be 30 feet. (The 150 foot setback from the mean high-water line would preclude development.)

10. The marina shall be limited to 40 slips and be for the exclusive use of the development. Final approval of the marina must be contingent upon written proof approval by the applicable state and federal agencies.

AK08785GT158
OFFICIAL RECORDS

11. Residential uses shall be restricted to the following conditions:

- a. 60 foot minimum lot width.
- b. 100 foot minimum lot depth.
- c. 15 foot minimum distance between buildings.
- d. 5 foot minimum side yard setback.
- e. 12 foot minimum front yard setback.
- f. Ten foot minimum rear yard setback.
- g. 35 foot maximum height.
- h. 40% maximum lot coverage.

12. The Zoning Administrator may administratively approve setback variances of up to three (3) feet for residences in order to save individual trees. There shall be architectural review standards submitted during the Final Development Plan approval process. These standards shall address the preservation of trees.

13. The sewer force main shall be extended from A1A (United Water Company) to the proposed PUD at the expense of the developer. This extension shall include all lift stations and up-sizing per United Water requirements. If said PUD does not seek extension of the aforementioned force main then said PUD shall have cause to construct and pave Lents Road from Roses Bluff Road to the existing Haven Road connection therefore providing two points of ingress and egress. All necessary rights of way for improvements of Lents Road shall be secured by the county, and all construction by the contractor shall meet or exceed the paving standards of Nassau County.

14. All roadways within the development shall be paved to a paving design standard that meets or exceeds the minimum county standards. The roadway system shall be maintained in perpetuity by the homeowners association.

15. The developer shall construct the force main to United Water standards and then upon demand by the County, the developer will deed to the County that portion of the roadway currently known as Lents Road within the control of the developer at a minimum width of 60 feet to its point of connection with Haven Road.

16. The internal roadway system on the preliminary development plan can be re-aligned on the final development plan to protect existing trees.
17. Fire hydrants shall be installed within the subdivision at developer's cost with adequate fire suppression flow rate.

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NASSAU COUNTY, FLORIDA