

A G R E E M E N T

THIS AGREEMENT entered into this 12th day of June, 2000, by and between the **AMELIA ISLAND COMPANY, INC.**, hereinafter referred to as "Developer", or its assigns or successors, and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County".

**WITNESSETH:**

WHEREAS, Developer applied for a site plan approval on October 6, 1999, for an expansion of an existing Planned Unit Development (PUD) shopping area to eight (8) stores for a total of 54,400 square feet; and

WHEREAS, the County and the 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 hereby agrees to cause to be constructed intersection improvements at the main entrance of the Amelia Island Plantation (Beach Lagoon Road and A1A (State Road 200)), and also at the entrance to the <sup>north</sup>~~south~~ of the main entrance to the Amelia Island Plantation, pursuant

to approval by the County. Said intersection improvements shall be completed no later than September 1, 2001.

2. Said intersection improvements shall consist of either turn lanes or roundabouts at said intersection locations as approved by the Florida Department of Transportation and the County.

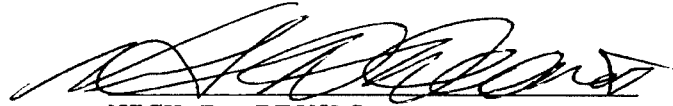
3. The construction of the spa portion of the Developer's improvements may proceed, and a Certificate of Occupancy may be issued by the County prior to the intersection improvements' being completed.

4. No Certificates of Occupancy shall be issued by the County for the shop component of the Developer's expansion of the PUD until the intersection improvements are in place and approved by the County and the State.

5. The Amelia Island Plantation may continue with other construction prior to the intersection improvements' being completed. However, if the intersection improvements are not completed by September 1, 2001, no Certificates of Occupancy shall be issued for projects of the Amelia Island Company, and the Company understands that no other construction projects shall receive Certificates of Occupancy.

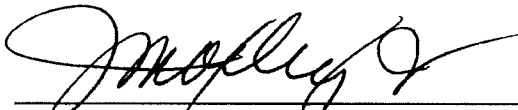
6. This Agreement shall be construed according to the laws of the State of Florida.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



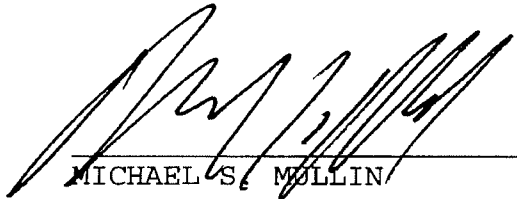
NICK D. DEONAS  
Its: Chairman

ATTEST:



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

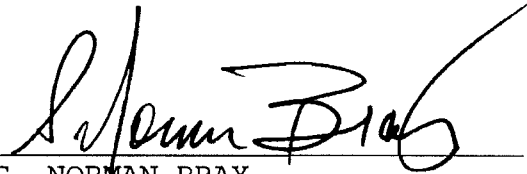
Approved as to form by the  
Nassau County Attorney



MICHAEL S. MULLIN

DEVELOPER:

AMELIA ISLAND COMPANY, INC.



S. NORMAN BRAY  
Its: Exec. Vice President

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 2nd day of June, 2000, by S. NORMAN BRAY, as Executive Vice President of **AMELIA ISLAND COMPANY, INC.**, a \_\_\_\_\_ corporation, on behalf of the corporation. He is personally known to me ~~or has produced~~ \_\_\_\_\_ as identification and did take an oath.

  
\_\_\_\_\_  
**ANN R. MYERS**

NOTARY PUBLIC  
State of Florida  
My Commission Expires:



Ann R. Myers  
MY COMMISSION # CC881894 EXPIRES  
January 3, 2004  
BONDED THRU TROY FAIN INSURANCE INC.

f2/aip-agmt



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
David C. Howard  
Pete Cooper  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

June 19, 2000

JOSEPH M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

Mr. Norman Bray  
Executive Vice President  
Amelia Island Company  
Post Office Box 3000  
Amelia Island, FL 32035-3000

Dear Mr. Bray:

Enclosed is a certified, fully executed copy of the Agreement regarding intersection improvements, related to the expansion of an existing Planned Unit Development shopping area to eight stores, as approved by the Nassau County Board of County Commissioners on June 12, 2000.

Please let us know if we may be of any further assistance.

Sincerely,

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

jgb

Enclosure

**A M E N D E D  
A G R E E M E N T**

THIS AMENDED AGREEMENT entered into this 24th day of September, 2001, by and between the **AMELIA ISLAND COMPANY, INC.**, hereinafter referred to as "Developer", or its assigns or successors, and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County".

**WITNESSETH:**

WHEREAS, Developer applied for a site plan approval on October 6, 1999, for an expansion of an existing Planned Unit Development (PUD) shopping area to eight (8) stores for a total of 54,400 square feet; and

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

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to approval by the County. Said intersection improvements shall be completed no later than ~~September 1, 2001~~ December 1, 2001.

2. Said intersection improvements shall consist of either turn lanes or roundabouts at said intersection locations as approved by the Florida Department of Transportation and the County.

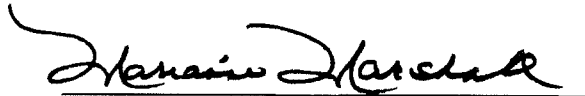
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4. No Certificates of Occupancy shall be issued by the County for the shop component of the Developer's expansion of the PUD until the intersection improvements are in place and approved by the County and the State.

5. The Amelia Island Plantation may continue with other construction prior to the intersection improvements' being completed. However, if the intersection improvements are not completed by ~~September 1, 2001~~ December 1, 2001, no Certificates of Occupancy shall be issued for projects of the Amelia Island Company, and the Company understands that no other construction projects shall receive Certificates of Occupancy.

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

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



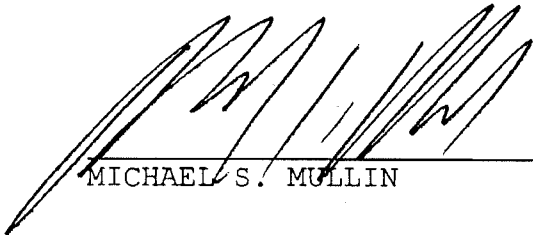
MARIANNE MARSHALL  
Its: Chairman

ATTEST:



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

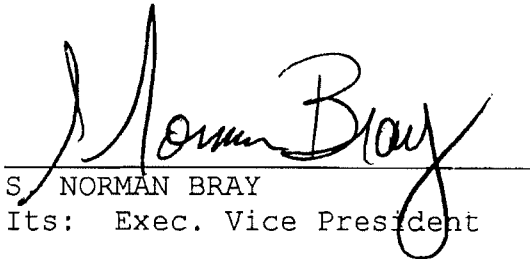
Approved as to form by the  
Nassau County Attorney



MICHAEL S. MULLIN

DEVELOPER:

AMELIA ISLAND COMPANY, INC.



S. NORMAN BRAY  
Its: Exec. Vice President



STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of October, 2001, by S. NORMAN BRAY, as Executive Vice President of AMELIA ISLAND COMPANY, INC., a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

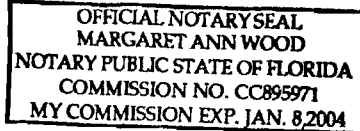
*Margaret Ann Wood*

MARGARET ANN WOOD

NOTARY PUBLIC

State of Florida

My Commission Expires: 1-8-04



h/anne/agreement/aip-agmt