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NASSAU COUNTY, FLORIDA  
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Book 1066 Page 683

Return Joyce

SECOND AMENDED AGREEMENT

THIS AGREEMENT entered into this 17th day of June, 2002, by and between AMELIA ISLAND VENTURES, INC., hereinafter referred to as "Developer", and the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County".

WHEREAS, the Developer and the County entered into an Amended Agreement dated May 22, 2000; and

WHEREAS, the Jacksonville Electric Authority (JEA) has acquired United Water's assets in Nassau County; and

WHEREAS, JEA and Amelia Island Ventures, Inc., have executed a Memorandum.

NOW, THEREFORE, BE IT mutually agreed as follows:

1. The Memorandum dated April 22, 2002, between Amelia Island Ventures, Inc., and JEA shall be attached as Exhibit "A" to the Second Amended Agreement.

2. ~~Developer shall not be required to establish an MSBU in order to provide water and sewer service. Developer shall, however, enter into an agreement with United Water to provide water and sewer service. See Exhibit "A".~~

3. ~~The Agreement with United Water shall provide for a sewer force main of sufficient size and capacity to adequately provide sewer services for the development at Lighthouse Pointe. In addition, the agreement with United Water shall provide for an increase in the force main size and capacity to allow for additional landowners to tap on for service. The increase force main from a six-inch (6") pipe to a twelve-inch (12") pipe would begin approximately two and one-half (2-1/2) miles from A1A at Developer's convenience store site located on Chester Road. All easement sizes will be determined by United Water. In addition, Developer shall provide to United Water a site at the convenience store property to locate an additional future lift station for the handling of the increased usage, and said site shall be approved by the Director of Public Works. An agreement shall be reached between United Water officials and the Developer by letter of agreement for the purposes of this Agreement as to water and sewer.~~

~~The formal contract with United Water may be signed at a later date; however, not later than July 15, 2000, and a copy shall be provided to the County. A water plant and water and sewer lines shall be constructed and operationally approved by the Director of Public Works prior to the issuance of a Certificate of Occupancy on any home constructed. See Exhibit "A".~~

4. ~~Developer shall pay all impact fees and tap on fees to United Water pursuant to the terms of their agreement. See Exhibit "A".~~

5. Nassau County will review and approve the plan for Lents Road as approved by JEA.

6. Nassau County will review and approve the traffic maintenance plan during construction and will monitor same during construction.

7. Upon the above being completed, Nassau County will provide information to the power company to allow permanent electricity for three (3) houses that are now completed or nearing completion.

8. All other Paragraphs of the Amended Agreement

dated May 22, 2000, shall remain in full force and effect.


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

AMELIA ISLAND VENTURES, INC.

  
\_\_\_\_\_  
STRICKLAND HOLLOWAY, JR.  
Its: President

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of June, 2002, by STRICKLAND HOLLOWAY, JR., of AMELIA ISLAND VENTURES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or

has produced GA DL as identification and did  
take an oath.

NOTARY PUBLIC  
State of Florida  
My Commission Expires:

*Lori McKnight*



LORI McKNIGHT  
Notary Public, State of Florida  
My comm. expires Aug. 18, 2005  
Comm. No. DD 028791

h/anne/lighthouse-point/second-amd-agreement

EXHIBIT "A"

# Amelia Island Ventures, Inc.

1417 SADLER ROAD, NO. 147  
AMELIA ISLAND, FL 32034

## MEMORANDUM

**TO:** Chris D. Reichart, Director, New Development Project Coordination

**FROM:** Amelia Island Ventures, Inc. ("AIV")

**DATE:** April 22, 2002

**RE:** Lighthouse Pointe

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In connection with the Lighthouse Pointe project, AIV makes the following proposals:

A. Sewer Force Main.

1. AIV, through an approved contractor, will construct the unfinished force main within Lents Road and Chester Road, as well as the directional bore under A1A. JEA to participate in cost of construction to the extent capacity constructed is greater than capacity required for Lighthouse Pointe.

2. Upon completion of construction of the sewer force main, AIV will convey and dedicate to JEA the entire sewer force main (from Lighthouse Pointe to the JEA connection point at A1A). In consideration of the dedication, JEA and AIV will enter into a cost recovery collection agreement.

3. The construction of the force main shall be per the construction plans previously approved by the Nassau County and United Water; however, JEA will review and approve same as required.

B. Water Treatment Plant.


1. AIV will submit to JEA, for JEA's approval, plans for the water treatment plant to serve Lighthouse Pointe. Upon approval of said plans and receipt of all necessary permits and approvals, AIV, through an approved contractor, will construct a water treatment facility of sufficient capacity to handle Lighthouse Pointe's water needs and such additional capacity as requested by JEA.

2. JEA and AIV will enter into a cost participation agreement whereby JEA agrees to fund its share of the incremental costs for the additional capacity over and above the costs for a water treatment plant just serving Lighthouse Pointe. Upon completion of construction the water treatment plant, the two wells and approximately one and a half acres owned by AIV adjacent to Lents Road will be conveyed to JEA at no cost and without any cost recovery.

**APPROVED:**

Jacksonville Electric Authority

By:



Chris D. Reichart  
Director, New Development Project Coordination