

Give TO Joyce

APR 13 1999

A G R E E M E N T

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OFFICIAL RECORDS

251.00

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").

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

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. **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.

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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.

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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.

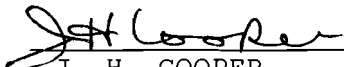
IN WITNESS whereof the undersigned have set their hands and seals this 22nd day of March, 1999.

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:

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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"

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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.

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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 to 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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 OFFICIAL RECORDS

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 RECORDS OF MASSACHUSETTS
 RECORDS ADMINISTRATION
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AMENDED AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of May, 2000, 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, Developer applied for a rezoning request on July 20, 1998, to change the zoning on approximately seventy-two (72) acres, more particularly described on Exhibit "A", attached hereto, from Open Rural to a PUD zoning classification; and

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

WHEREAS, the County approved said zoning request on October 12, 1998, pursuant to conditions as set forth in the attached Exhibit "B"; 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 approved by the County; and

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Book: 934
Pages: 906 - 920
Filed & Recorded
05/31/00 02:59:26 PM
J. M. OXLEY JR
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING \$ 61.00
TRUST FUND \$ 8.00

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

WHEREAS, the County and the Developer entered into a Developer's Agreement dated March 22, 1999; and

WHEREAS, the county and the Developer are desirous of changing the terms of the Agreement dated March 22, 1999, to clarify and set forth the terms and conditions of how the development should proceed.

NOW, THEREFORE, it is mutually agreed as follows:

1. 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.

2. 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.

3. Developer shall pay all impact fees and tap-on fees to United Water pursuant to the terms of their agreement.

4. Developer has obtained all necessary permits from the St. Johns Water Management District and may begin construction of all infrastructure.

5. A temporary fire protection system has been installed by Developer and has been approved by Roger Henderson of the Nassau county fire Department.

6. All roads in Phase I have been roughed-in by Developer and are suitable for travel during construction. Paving must be completed and approved by the Director of Public Works prior to the issuance of a Certificate of Occupancy on any home constructed.

7. The roads, water plant, water lines, sewer lines, fire hydrants, underground utilities, and all other infrastructure may be started simultaneously with construction of homes upon approval of this Agreement by the Board of County Commissioners.

8. The County shall not approve permanent electric service to any home prior to Developer or his successor adhering to all the requirements set forth herein.

9. No home may be utilized as a sales office without a Certificate of Occupancy, and any sales office shall meet ADA and other ordinances and regulations.

10. The Plat for Phase I has already been approved by the Board of County Commissioners, and the Developer has already conveyed three (3) lots subject to the terms of the March 22, 1999, Agreement, which was of record in Official Records Book 0878, pages 1149-1159, of the Official Records of Nassau County, Florida. None of the owners of the lots have begun construction on their lots. Developer may convey any lot in Phase I to anyone for the construction of

a home subject to this Agreement being placed on record prior to any conveyance of title. The three (3) previous conveyances shall still be subject to the terms of the previous agreement which prohibits the owners of the lots from obtaining a Certificate of Occupancy until all infrastructure has been completed, water and sewer service is operational and approved, and electric service has been approved for the development.

11. Developer and all subsequent lot purchasers shall be bound by this Agreement, and Developer understands and agrees that no home will be granted a Certificate of Occupancy or electric service 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.

12. Developer represents that a contract for the infrastructure development has been entered into with Milestone Contractors ("Milestone"), and a copy of said contract shall be provided to the County within ten (10) days of the date of this Agreement. Upon approval of the sewer line plans within the Development by United Water, Milestone represents that it is prepared to begin infrastructure development and will complete all infrastructure, including the installation of all water

lines, sewer lines, and paving of all roads within one hundred twenty (120) days of the approval of the plans by United Water. All inspections will be coordinated with County officials and shall be accomplished according to County requirements.

13. Developer represents that is has obtained a two million six hundred thousand dollar (\$2,600,000.00) line of credit to pay for all infrastructure costs, including the running of the sewer force main from the development to A1A.

14. In order to guarantee the County, the purchasers of lots, lenders, and anyone selling the lots that the infrastructure will be completed and Certificates of Occupancy granted, Developer has agreed to draw down the line of credit and put all moneys required for infrastructure development and the funding of the sewer force main into an escrow account to be held and managed by First South Bank. The money will only be disbursed to Milestone as work is completed and approved by the escrow agent signing off on the work. Copies of all draws shall be provided to the Public Works Director.

15. Developer hereby agrees to incorporate this Agreement in any contract to purchase a lot, and by reference, any purchaser shall be bound by the terms of

this Agreement. This Agreement shall be recorded in the public records of Nassau County, and all deeds of conveyance prior to the roads, water, and sewer being completed shall be subject to this Agreement of record. Prior to the first Certificate of Occupancy's being issued, each deed of conveyance shall contain certain language referring to this Agreement and specifically binding all purchasers to the terms of this Agreement. When the first Certificate of Occupancy is issued, this Agreement shall become null and void.

16. This Agreement shall be binding upon all successors, heirs, and assigns of Developer and its investors.

17. The County reserves the right to issue a "stop work order" on any aspect of construction set forth herein.

18. Developer shall provide copies of all deeds to any successor(s) in interest, written consent of their acknowledgement of this Agreement, and that they are bound by this Agreement. Developer shall provide copies of all above documents to the Director of Public Works. Failure to provide written consents or copies of the deeds shall be considered a breach of this Agreement, and construction on any and all aspects of the development shall cease.

19. Developer or its successor in interest shall not re-sell any lot(s) until a Certificate of Occupancy has been issued. Said restriction shall be contained in the deeds from Developer to its successor in interest. The Developer shall pay recording costs.

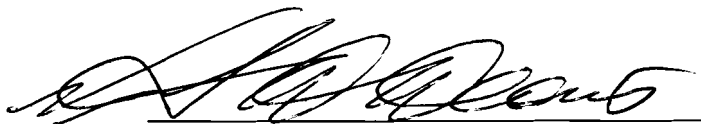
20. Any breach of this Agreement by the Developer or its successor(s) shall cause the County to take appropriate legal action to enforce this Agreement and/or the County may stop construction. Any and all costs and legal fees shall be the responsibility of the Developer, personal guarantors, and/or successors in interest.

21. The development is subject to the requirements of the County Comp Plan, Land Development Regulations and Zoning Code as well as all State regulations.

22. All construction shall be coordinated through the County's CEI program.

23. 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

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me
this 22nd day of May, 2000, by **NICK D.
DEONAS**, as Chairman of the Board of County Commissioners of
Nassau County, Florida, who is personally known to me ~~or~~
~~who has produced~~ _____ ~~as~~
~~identification~~ and who did take an oath.



NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



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

ANN R. MYERS

AMELIA ISLAND VENTURES, INC.




STRICKLAND HOLLOWAY
Its: President

STATE OF FLORIDA

COUNTY OF NASSAU

STRICKLAND HOLLOWAY, President of AMELIA ISLAND VENTURES, INC., a Georgia corporation, on behalf of the corporation, acknowledged the foregoing instrument before me this 23rd day of May, 2000. He is personally known to me ~~or~~ has produced _____ as ~~identification~~ and did take an oath.


NOTARY PUBLIC **ANN R. MYERS**
State of Florida
My Commission Expires:



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

f2/Amelia-isl-ventures-agmt

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:

SK 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.

BX 0878 PG 1156

OFFICIAL RECORDS

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 of approval by the applicable state and federal agencies. 3008781158
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.

MASSACHUSETTS
CLERK OF COURTS
SHERIFF
MASSACHUSETTS

99 APR 13 PM 12:51

FILED & RECORDED IN
RECORDS OF MASSACHUSETTS
RECORDS DEPARTMENT

9914799

BK0878PG1159
OFFICIAL RECORDS

- 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.

7
Rec 33.00

Doc# 200222360
Book: 1066
Pages: 683 - 689
Filed & Recorded
07/02/2002 02:22:22 PM
J. M. OXLEY JR
CLERK OF CIRCUIT COURT
MASSAU COUNTY, FLORIDA
RECORDING \$ 29.00
TRUST FUND \$ 4.00

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.

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

3. ~~The Agreement with United Water shall provide for~~

Exhibit "A".

~~United Water to provide water and sewer service. See Developer shall, however, enter into an agreement with MSBU in order to provide water and sewer service.~~

2. ~~Developer shall not be required to establish an~~

~~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:



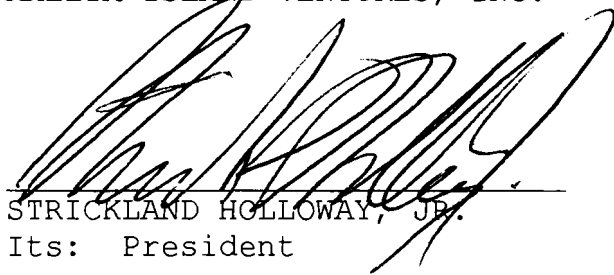
J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

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 25th 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

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

6

Rec 28.50

RECORDING FEE: \$28.50

INSTR # 200300245
OR BK 01105 PGS 0752-0757
RECORDED 01/06/2003 09:34:42 A
J. M. OXLEY JR
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING FEES 28.50

THIRD AMENDED AGREEMENT

THIS AGREEMENT made and entered into this 19th day of December, 2002, by and between **AMELIA ISLAND VENTURES, INC.**, a Florida corporation, 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, both the County and the Developer are desirous of ensuring that the lots of Phase I have adequate water and sewer services; and

WHEREAS, the Developer has requested that the terms of the Agreements be further amended to provide water service on a temporary basis.

NOW, THEREFORE, FOR and IN CONSIDERATION of ten and no/100 Dollars (\$10.00), and other mutually agreed upon consideration, the parties agree as follows:

1. JEA has agreed to run water lines to the development in order to service the homes to be built in the development. A copy of a letter dated December 10,

*
Return: *Jojo Bradley*
Admin

2002, from the Office of the General Counsel for the City of Jacksonville confirming that JEA will run water lines to the development is attached hereto as Exhibit "A".

2. Developer has completed the running of all water lines within the Phase I of the development. It is hereby agreed that Developer shall install a pump on an appropriate well in order to provide temporary fire protection needs for the existing seven (7) houses and for up to an additional eight (8) houses in Phase I. Developer shall install a temporary water system, run from an appropriate well, to provide temporary potable water for the existing seven (7) homes and for up to an additional eight (8) houses in Phase I. The system must be certified by the appropriate Federal, State, and local agencies and certifications provided to the Nassau County Planning Director prior to the issuance of any certificates of occupancy and the issuance of any building permits. Once the water lines have been run to the development by JEA, the houses will no longer be serviced by the temporary water system, and the houses shall be connected to the water service provided by JEA. All tap-on, meter set, water capacity, and sewer connection fees for service shall be paid by the appropriate homeowner. The pump providing

temporary fire protection shall then be disconnected and fire protection pressure shall be provided by the JEA water lines servicing the development.

3. In addition to the requirements in Paragraph 2, the Developer shall enter into an agreement with JEA or a similarly qualified licensed water operator that will insure that the temporary well water system shall be maintained according to all Federal, State, and local standards. The agreement between the Developer and JEA or other similarly qualified licensed water operator shall be presented to the County Attorney for review and approval prior to the issuance of any certificates of occupancy or building permits as set forth in Paragraph 2. If the County Attorney does not accept the agreement, the Developer may appeal that decision to the Board of County Commissioners.

4. All of the owners of the existing seven (7) homes shall be provided a copy of this Agreement by the Developer and a copy of the receipt executed by the homeowners shall be provided to the Planning Director. In addition, the owners/purchasers/builders of the additional eight (8) home sites shall also receive a copy of this Agreement and proof of receipt shall be provided to the Planning Director.

5. The issuance of any certificate of occupancy shall not void the development agreement, as amended, by and between the Developer and the Board of County Commissioners. All other provisions of the agreement, as amended, shall remain in full force and effect.

6. This Agreement shall be binding upon all successors, heirs, and assigns of Developer and its investors.

7. This Agreement shall be recorded in the public records of Nassau County, Florida.

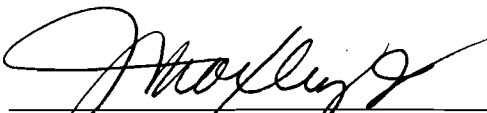
8. This Agreement shall be construed according to the laws of the State of Florida.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



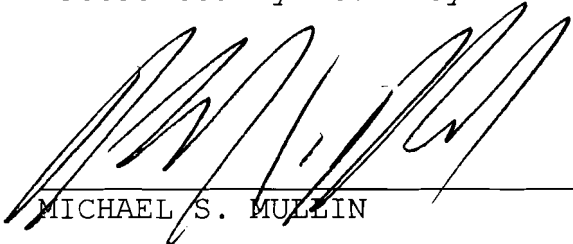
NICK D. DEONAS
Its: Chairman

ATTEST:

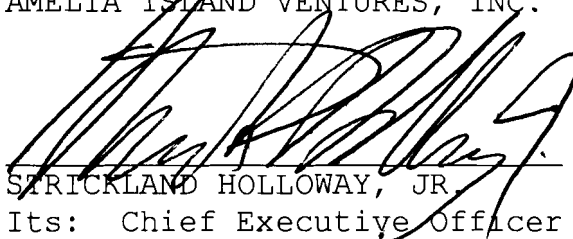


J. M. "CHIEF" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN


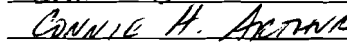
"Developer"
AMELIA ISLAND VENTURES, INC.


STRICKLAND HOLLOWAY, JR.
Its: Chief Executive Officer

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me
this 20th day of December, 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 _____ as
identification and did take an oath.



NOTARY PUBLIC

State of Florida
My Commission Expires:



CONNIE H. ARTHUR
Notary Public, State of Florida
My comm. expires Dec. 19, 2003
Comm. No. CC 896505

h/anne/lighthouse-point/3rd-amd-agmt

Exhibit "A"

OFFICE OF GENERAL COUNSEL
CITY OF JACKSONVILLE

RICHARD A. MULLANEY
GENERAL COUNSEL

CINDY A. LAQUIDARA
CHIEF DEPUTY GENERAL COUNSEL

MICHAEL J. ARINGTON
TRACY I. ARPEN, JR.
RICHARD A. BROWN
LEE S. CARLIN
KAREN M. CHASTAIN
DERREL Q. CHATMON
C. WILLIAM CURTIS, III
LOREN L. FRENCH
JOHN F. GERMANY, JR.
SUZANNE S. HOWARD
JOHN R. JOLLY
ANDREW K. KANTOR
SCOTT D. MAKAR
HOWARD M. MALTZ
NEILL W. MCARTHUR, JR.
JEANNE M. MILLER
ERNST D. MULLER



CITY HALL, ST. JAMES BUILDING
117 WEST DUVAL STREET, SUITE 480
JACKSONVILLE, FLORIDA 32202

DOUGLASS E. MYERS, JR.
VIRGINIA B. NORTON
BRUCE D. PAGE
GAYLE PETRIE
JON R. PHILLIPS
STEPHEN J. POWELL
GREGORY K. RADLINSKI
ALAN K. RAGAN
DEVIN J. REED
STEVEN E. ROMAN
THERESA M. ROONEY
SHANNON K. SCHEFFER
EDWARD C. TANNEN
JASON R. TEAL
MICHAEL B. WEDNER
ANTHONY B. ZEBOUN

December 10, 2002

Via Facsimile (904) 491-8007 and Mail

INSTR # 200300245
OR BK 01105 PG 0757

Mr. Strickland Holloway
Amelia Island Ventures, Inc.
1417 Sadler Road, #147
Amelia Island, FL 32034

Re: Installation of JEA Water Line - Lighthouse Point

Dear Mr. Holloway:

This will confirm that JEA has determined that it will install a water line which will service the subdivision you are presently constructing in Nassau County. You may plan on being able to make arrangements with JEA for connections for the properties in the subdivision to be served on the standard terms and conditions JEA arranges for similar developments.

If you have any questions, please contact Mr. Chris Reichart directly to discuss them.

Very truly yours,

Michael B. Wedner
Assistant General Counsel

MBW/ms-j

cc: Mr. Chris Reichart
Mr. Jim Perry
Michael S. Mullin, Esq.