

ARTICLE II

PUBLIC PURPOSE

- 2.1 The County has identified a number of public purposes which are achieved through the implementation of the terms and conditions of this agreement which include but are not necessarily limited to the following:
- 2.1.1 Permits a creative approach to the development of lands:
 - 2.1.2 Accomplishes a more desirable environment than would be possible through the strict application of the minimum requirements of the zoning ordinance.

ARTICLE III

RESPONSIBILITIES OF THE PARTIES

DEVELOPER'S RESPONSIBILITIES AND UNDERSTANDING

- 3.1 The Developer shall provide to the County an easement along the west side of Third Mt. Zion Circle as and for drainage and turn lanes. The terms of said easement shall be approved by the County and shall be recorded prior to the development of the property. This easement shall not exceed twenty-five feet (25') in width.
- 3.2 The Developer shall pay \$5,000.00 toward the construction costs for the sidewalk along SR 200/A1A to the County to be utilized by the County for said sidewalk in the future.
- 3.3 The Developer shall complete the design, permitting, and construction of the roadway improvements for Third Mt. Zion Circle, including minor widening, resurfacing. The left turn lane on Third Mt. Zion Circle, and a right turn lane on A/1/A SR 200 shall be constructed by Developer, and the County shall reimburse Developer the actual cost of said turn lanes. Said costs to be determined by Developer and County and approved by the Board of County Commissioners.
- 3.4 Developer shall enter into an agreement with Nassau Baptist Temple to allow the State to close the present median cut that is being used by Scott Trucking, and the Developer shall obtain a permit to close the median. The permit shall be obtained within ninety (90) days of the joint execution of this Agreement and prior to the release of certificates of occupancy. The County shall be responsible for the costs to close the median. The existing median cut shall not be closed until the new median cut is opened.
- 3.5 There shall be no temporary access onto Third Mt. Zion Circle during construction by the

Developer of the property unless approved by the County Traffic Engineering Department.

- 3.6 Developer shall construct a new median cut to be approved by FDOT and the County, including the left-hand turn lane for westbound traffic on A1A/SR 200 providing access to the proposed main entrance to the Developer's facility at the Developer's expense. The new median cut shall be converted to a directional operation cut once the traffic signal is installed.
- 3.7 The County may utilize impact fees for the cost of the construction of the turn lanes. Use of said impact fees shall be subject to the approval of the Board of County Commissioners. The preliminary cost of the turn lanes is estimated to be \$97,000.00.

ARTICLE IV

SUPPLEMENTAL GENERAL CONDITIONS

4.1 No Vested Rights Granted

Excepted as expressly provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to the Developer. The County does not warranty by this Agreement that Developer is entitled to any other approvals required.

4.2 No Waiver

No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constituted a continuing waiver unless expressly provided for by a written amendment to this Agreement, nor shall a waiver or default under this Agreement be deemed a waiver of any subsequent default of default of the same type. The County's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by Developer or the acceptance of any required facility, equipment or service.

4.3 Amendment/Modification

This Agreement may be amended or modified only by a written amendment approved and executed by the County and Developer.

4.4 Default

A default is defined herein as either parties' breach of, or failure to comply with the terms of this Agreement.

4.5 Entire Agreement

This written Agreement, and written amendments, and any referenced attachments hereto, shall constitute the entire Agreement between Developer and the County.

4.6 Dispute Resolution

Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the Developer. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.

4.7 Severability

If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

ARTICLE V

5.1 Benefits

The benefits of this Agreement to Developer are personal and shall not be assigned without the express written approval of the County. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burden of this Agreement are personal obligations of Developer and also shall be binding on the heirs, successors, and assigns of Developer. There is not prohibition on the right of the County to assign its rights under this Agreement. However, no act of the County shall constitute a release of the original Developer from his liability under this Agreement.

5.2 Notice

Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

To County: Clerk of Court
191 Nassau Place
Yulee, Florida 32097

With a copy to: Michael S. Mullin
Nassau County Attorney
191 Nassau Place
Yulee, Florida 32097

To Developer: Marel Enterprise Limited
Sadler Road
Fernandina Beach, FL 32034

With a copy to: Jacobs & Associates, P.A.
Post Office Box 1110
Fernandina Beach, Fl 32035-1110

ARTICLE VI
REQUIREMENTS OF FLORIDA STATUTES, CHAPTER 163

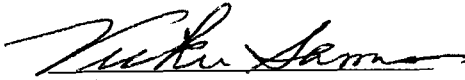
Pursuant to Florida Statutes, Chapter 163, the following declaration is made: This project to be developed will be an automobile dealership to be constructed in accordance with all applicable State and County building codes and regulations. The Developer will employ the necessary people to perform functions of said dealership.

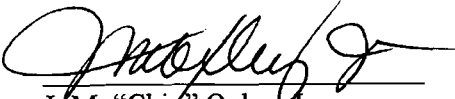
Time is of the essence.

COUNTY:

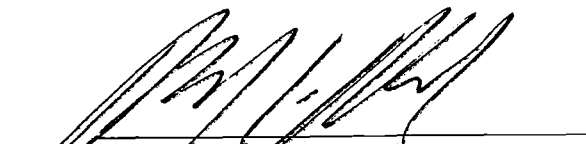
Board of County Commissioners
Nassau County, Florida

Attest:

By: 
Vickie Samus
Its: Chairman


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

Approved as to form by the
Nassau County Attorney:


Michael S. Mullin, Esquire

DEVELOPER:

MAREL ENTERPRISES LIMITED
a Florida Limited Partnership

By: 
Ron Anderson
Its: Managing Partner

h/anne/agreements/Ron Anderson Developers Agreement

13201



CERTIFY TO: RONALD W. ANDERSON, CLERK COUNTY BANK, AND MASSAV TITLE
PAGE 41 OF SAID COUNTY RECORDS.
THIS LAND BEING THE SAME LAND AS DESCRIBED ON OFFICIAL RECORDS BOOK 544

TERMINATION POINT.
LINE OF STATE ROAD NO. 200, 4-1-A (A 184.0 FOOT RIGHT OF WAY) FOR THE
24'-38" WEST, A DISTANCE OF 548.51 FEET TO THE SOUTHERLY RIGHT OF WAY
AT POINT "X" MENTIONED IN THE FOREGOING DESCRIPTION, AND RUN NORTH 3°-
TO EACH SIDE OF AND ADJOINING THE FOLLOWING DESCRIBED LINE; BEGIN
(THE "EASEMENT"); SAID EASEMENT BEING A 60.0 FOOT STRIP OF LAND LYING
TOGETHER WITH A NONEXCLUSIVE EASEMENT FOR INGRESS AND EGRESS PURPOSES

CONTAINING 7.58 ACRES MORE OR LESS.
POINT OF BEGINNING.
DESCRIPTION, THENCE CONTINUE NORTH 89°-53'-24" EAST 295.22 FEET TO THE
DISTANCE OF 109.43 FEET TO A POINT DESIGNATED AS POINT "A" IN THIS
03'-59" EAST A DISTANCE OF 641.58 FEET, THENCE NORTH 89°-52'-24" EAST A
SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 640.33 FEET, THENCE SOUTH 2°-
A 64 FEET RIGHT OF WAY), THENCE NORTH 72°-48'-58" WEST ALONG SAID
SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200 AND ON 4-1-A (HAVING
THENCE CONTINUE NORTH 2°-03'-59" WEST A DISTANCE OF 450.59 FEET TO THE
THE POINT OF BEGINNING.
60.03 FEET, THENCE NORTH 2°-03'-59" WEST A DISTANCE OF 535.00 FEET TO
COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 25 AND RUN SOUTH 89°-

MAP TO SHOW BOUNDARY SURVEY OF:
A PORTION OF THE SOUTHEAST ONE-QUARTER
SECTION 25, TOWNSHIP 2 NORTH, RANGE 28 EA
OF NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

EXHIBIT "A"

INSTR # 200304394
OR BK 01113 PG 1773