

INSTR # 200305230
OR BK 01115 PGS 1150-1157
RECORDED 02/24/2003 09:44:56 A
J. M. OXLEY JR
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING FEES 37.50

Developer's Agreement

Between

POINTE CARTESIAN, L.L.C.
And
Nassau County

As Hurd to Joyce

THIS AGREEMENT, entered into and made effective this 27th day of January, 2003, by and between **POINTE CARTESIAN, a Florida Limited Liability Company**, referred to herein as "Developers", and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a Political Subdivision of the State of Florida**, hereafter "County".

RECITALS

WHEREAS, Florida Statutes, Chapter 163, grants the County the authority to enact developer's agreements; and,

WHEREAS, the parties are in agreement as to the terms of this Agreement; and

WHEREAS, this Agreement is in the best interest of the citizens of Nassau County.

NOW THEREFORE, in consideration of these recitals, the mutual agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

PREAMBLES AND CONDITIONS PRECEDENT

- 1.1 The representations and the representations set forth in the foregoing paragraphs are material to this Agreement and are hereby incorporated into and made part of this agreement as though they were fully set forth in this Paragraph.
- 1.2 The parties agree the County and Developers are separate and distinct individuals or entities and unless expressly provided for herein, none of the parties shall be considered to be the agent of the other, and shall not have any general authority to enter into any contract, assume or impose any obligation or make any warranties on behalf of the other.
- 1.3 The terms of this agreement shall be equally binding on Developer and homeowners association.
- 1.4 The legal description of the property is attached hereto as Exhibit "A" and made a part hereof.

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; and
- 2.1.3 Provides for underground utilities and recreation and open space in excess of existing zoning and subdivision requirements;

ARTICLE III

RESPONSIBILITIES OF THE PARTIES

DEVELOPER'S RESPONSIBILITIES

- 3.1 The project is located adjacent to William Burgess Road. The Developer will pay forty percent (40%) of the cost of the construction of this road from the end of existing pavement and runs through Cartesian Pointe to Harts Road. Nassau County will pay for sixty percent (60%) of the actual costs of construction, including the turn lanes at Harts Road. The County's costs shall not exceed Three Hundred Forty-Seven Thousand Nine Hundred Sixty-One and 21/100 Dollars (\$347,961.21). All improvements shall be built according to County-approved plans as of November 14, 2002, except for north side sidewalks.
- 3.2 Developer has paid Thirty Thousand Two Hundred Sixty-One and 46/100 dollars (\$30,261.46) for engineering, surveying, road design, and wetland delineation for the William Burgess Road extension to Harts Road.
- 3.3 Developer shall donate the necessary right-of-way to run the fiber optic cable through their property. The fiber optic cable which is to run from the Oceanway area to the Nassau County Judicial Complex will be placed by BellSouth. This will be included in the one hundred feet (100') right-of-way.
- 3.4 William Burgess Road extension shall be a County road upon completion, acceptance by the County, and dedication of William Burgess Road to the public. The County shall pay the costs referenced in Paragraph 3.1 upon completion, approval, and acceptance by the County of the road. If the County does not accept the road, Developer shall correct any and all deficiencies at Developer's cost.
- 3.5 Vegetation buffer will be constructed as displayed in Exhibit "B" attached hereto from Harts Road to Cartesian Pointe Drive.
- 3.6 Developer shall develop the project in accordance with Ordinance No. 2002-21 attached hereto.
- 3.7 Sidewalks shall be required on the north and south side of William Burgess Road within Cartesian Pointe, except only on the south side of William Burgess Road from Cartesian Pointe Drive to Harts Road.

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, not shall it be deemed or constituted a continuing waiver unless expressly provided for by a written amendment to this Agreement, not 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.

4.8 This agreement is subject to all other state laws and county regulations.

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: Pointe Cartesian, LLC
Post Office 15878
Fernandina Beach, FL 32034

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

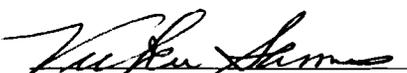
ARTICLE VI

Pursuant to Florida Statutes, Chapter 163, the following declaration is made: Cartesian Pointe will be a Planned Unit Development of two hundred twenty (220) single-family dwellings. These will be one- and two-story dwellings that shall be constructed in accordance with all applicable State and County regulations and building codes. The estimated number of inhabitants per unit is three (3) occupants.

COUNTY:

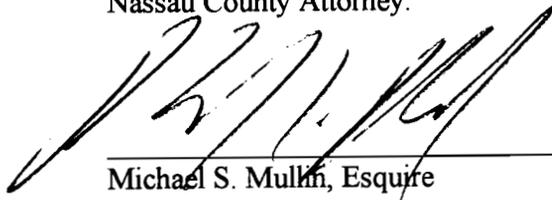
Board of County Commissioners
Nassau County, Florida

Attest:

By: 
Vickie Samus
Its: Chairman

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

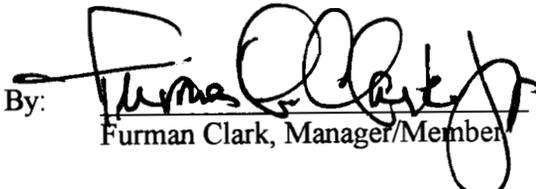
Approved as to form by the
Nassau County Attorney:



Michael S. Mullin, Esquire

DEVELOPER:

POINTE CARTESIAN
a Florida Limited Liability Company

By: 
Furman Clark, Manager/Member

h/anne/agreements/Cartesian pointe development agreement

EXHIBIT "A"

A SUBDIVISION OF PORTIONS OF SECTION 8 AND SECTION 9, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8 (SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 9); RUN NORTH 89°22'51" EAST ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 481.14 FEET; THENCE SOUTH 06°06'06" EAST, A DISTANCE OF 51.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 06°06'06" EAST, A DISTANCE OF 250.50 FEET; THENCE NORTH 89°23'48" EAST, A DISTANCE OF 199.87 FEET; THENCE NORTH 89°51'20" EAST, A DISTANCE OF 215.96 FEET; THENCE NORTH 89°00'46" EAST, A DISTANCE OF 196.67 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET AND AN ARC LENGTH OF 37.56 FEET, BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°58'21" EAST, 34.13 FEET, THENCE SOUTH 03°06'05" WEST, A DISTANCE OF 303.28 FEET, THENCE NORTH 89°11'23" EAST, A DISTANCE OF 780.18 FEET, ALONG THE SOUTHERLY LINE OF SPRING MEADOWS SUBDIVISION, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 5, PAGE 142, OF NASSAU COUNTY PUBLIC RECORDS; THENCE NORTH 89°09'46" EAST, A DISTANCE OF 665.05 FEET, ALONG THE SOUTHERLY LINE OF SPRING MEADOWS PHASE TWO, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 5, PAGE 363, OF SAID PUBLIC RECORDS, TO THE WESTERLY RIGHT OF WAY LINE OF HARTS ROAD (A 80 FOOT RIGHT OF WAY); THENCE SOUTH 03°13'45" WEST, A DISTANCE OF 258.88 FEET, ALONG SAID RIGHT OF WAY; THENCE NORTH 77°54'16" WEST, A DISTANCE OF 51.31 FEET; THENCE SOUTH 69°44'44" WEST, A DISTANCE OF 77.07 FEET; THENCE SOUTH 07°21'44" WEST, A DISTANCE OF 140.95 FEET, THENCE SOUTH 45°31'53" WEST, A DISTANCE OF 65.94 FEET; THENCE SOUTH 15°37'35" WEST, A DISTANCE OF 193.14 FEET; THENCE SOUTH 52°13'44" WEST, A DISTANCE OF 75.16 FEET; THENCE NORTH 87°48'52" WEST, A DISTANCE OF 54.62 FEET; THENCE NORTH 50°11'13" WEST, A DISTANCE OF 108.32 FEET; THENCE SOUTH 65°17'43" WEST, A DISTANCE OF 232.78 FEET; THENCE NORTH 49°12'57" WEST, A DISTANCE OF 116.05 FEET; THENCE NORTH 80°18'44" WEST, A DISTANCE OF 302.63 FEET; THENCE NORTH 78°39'20" WEST, A DISTANCE OF 273.38 FEET; THENCE SOUTH 86°29'15" WEST, A DISTANCE OF 122.98 FEET; THENCE SOUTH 80°11'30" WEST, A DISTANCE OF 155.76 FEET; THENCE SOUTH 72°17'14" WEST, A DISTANCE OF 247.75 FEET; THENCE NORTH 82°52'06" WEST, A DISTANCE OF 100.10 FEET; THENCE SOUTH 74°04'43" WEST, A DISTANCE OF 165.87 FEET; THENCE NORTH 00°30'55" WEST, A DISTANCE OF 33.45 FEET; THENCE NORTH 88°10'15" WEST, A DISTANCE OF 183.53 FEET; THENCE SOUTH 87°15'57" WEST, A DISTANCE OF 151.37 FEET; THENCE SOUTH 64°18'32" WEST, A DISTANCE OF 134.66 FEET; THENCE SOUTH 01°34'16" EAST, A DISTANCE OF 66.90 FEET; THENCE SOUTH 88°19'46" WEST, A DISTANCE OF 589.67 FEET; THENCE NORTH 63°28'08" EAST, A DISTANCE OF 1017.94 FEET;

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THENCE NORTH 26°31'52" WEST, A DISTANCE OF 179.99 FEET; THENCE NORTH 63°28'08" EAST, A DISTANCE OF 32.00 FEET; THENCE NORTH 26°31'25" WEST, A DISTANCE OF 119.98 FEET; THENCE NORTH 06°06'05" WEST, A DISTANCE OF 312.40 FEET; THENCE NORTH 83°53'55" EAST, A DISTANCE OF 116.00 FEET; THENCE NORTH 06°06'05" WEST, A DISTANCE OF 41.75 FEET TO A POINT ON A CURVE; THENCE ALONG SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 42.80 FEET, BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23°37'02" WEST, 42.14 FEET; THENCE NORTH 48°51'40" EAST, A DISTANCE OF 230.41 FEET TO THE POINT OF BEGINNING.

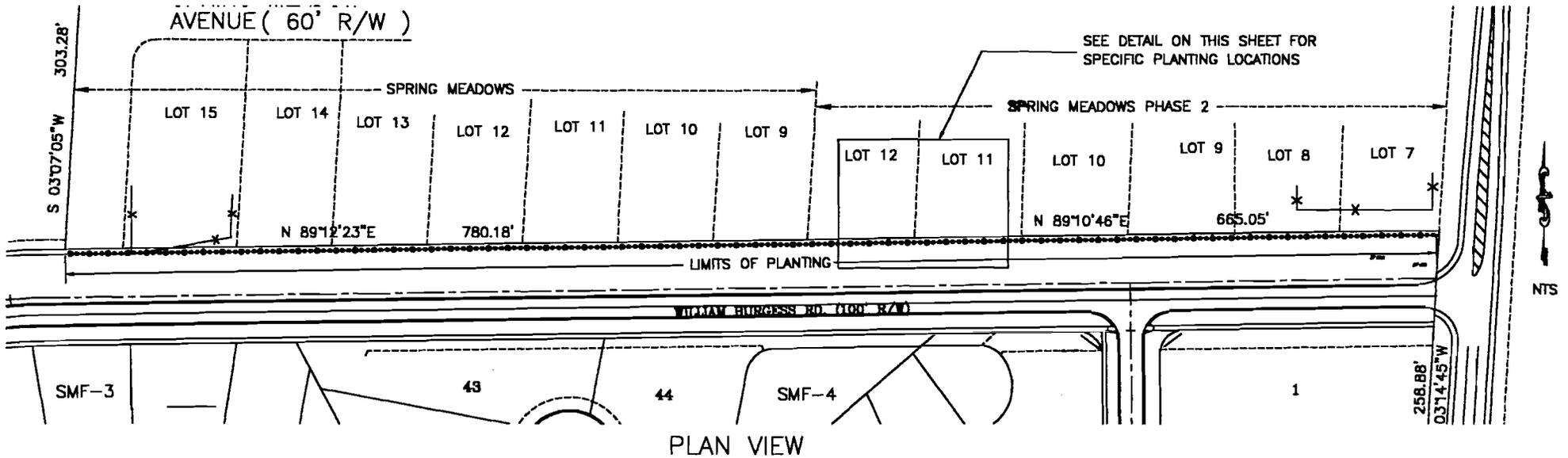
LESS AND EXCEPT THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1065, PAGE 1604 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING A 100-FOOT RIGHT-OF-WAY KNOWN AS WILLIAM BURGESS ROAD.

CONTAINING 32.61 ACRES MORE OR LESS.

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EXHIBIT B



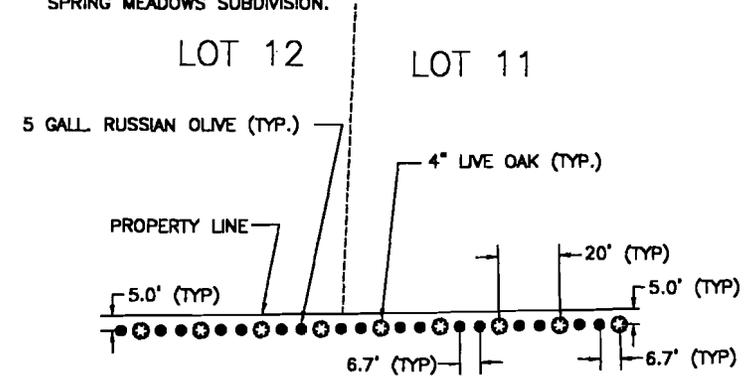
NEW PLANT LEGEND				
SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	QUANTITY
⊙	LIVE OAK	QUERCUS VIRGINIANA	4"	72
●	RUSSIAN OLIVE	ELAEGNUS ANGUSTIFOLIA	5 GALLON	144

DESCRIPTION OF PROPOSED TREES:

RUSSIAN OLIVE TREE: THIS TREE TYPICALLY GROWS TO A HEIGHT OF APPROX. 25-30 FT. WITH A SPREAD OF 20-30 FT. IT GROWS WELL IN A VARIETY OF SOILS INCLUDING SAND, CLAY AND LOAM. IT REQUIRES LOW TO MODERATE WATERING TO FACILITATE GROWTH. IT IS AN EXCELLENT WINDBREAK AND WILDLIFE TREE. IT CAN BE MADE INTO A HEDGE BY PLANTING TREES LESS THAN 10' APART IN A ROW. THE RUSSIAN OLIVE HAS PROVED TO BE HIGHLY TOLERANT OF SALT WATER AND ACRID SOILS. ITS STEMS, BUDS AND LEAVES HAVE A DENSE COVERING OF SILVERY TO RUSTY SCALES WITH EGG OR LANCE SHAPED LEAVES. AT THREE YEARS OF AGE THE PLANT BEGINS TO FLOWER AND FRUIT. IT PRODUCES HIGHLY AROMATIC YELLOW FLOWERS THAT APPEAR IN JUNE AND JULY AND ARE LATER REPLACED BY CLUSTERS OF ABUNDANT SILVERY FRUITS.

LIVE OAK TREE: THIS TREE TYPICALLY GROWS TO A HEIGHT OF APPROX. 50 FT. WITH AN AVERAGE TRUNK DIAMETER OF 36"-48". IT GROWS IN MOIST TO DRY SITES AND HAS A HIGH TOLERANCE TO SALT SPRAY AND SOIL SALINITY. LIVE OAKS GROW BEST IN WELL-DRAINED SANDY SOILS AND LOAM, BUT WILL ALSO GROW IN CLAY AND ALLUVIAL SOILS. THE BARK AND TWIGS ARE A DARK TO LIGHT GRAYISH COLOR WHICH WILL BECOME DARKER WITH AGE. THE LEAVES ARE THICK, SHINY AND DARK GREEN ON TOP, LIGHTER BELOW. SMALL FLOWERS ARE PRODUCED WHEN NEW LEAVES ARE GROWN. THE FRUIT, WHICH IS THE ACORN, IS ABOUT 1" LONG AND SOMEWHAT NARROWED AT THE BASE.

NOTE: THE PLANT SPACING SHOWN IS TYPICAL FOR THE AREA BORDERING THE SOUTH PROPERTY LINE OF EXISTING SPRING MEADOWS SUBDIVISION.



TREE PLANTING DETAIL

NTS

CARTESIAN POINTE

FOR: CARTESIAN POINTE, L.L.C.
NASSAU COUNTY, FLORIDA

PLANTING INDEX

DESIGNED BY:
DRAWN BY: D.J.M.
CHECKED BY: D.J.M.
SCALE: 1"=50'
DATE: JANUARY 2003
PROJ. NO.: 03-001



SOUTHEAST ENGINEERING GROUP, INC.

ENGINEERING • SURVEYING • LAND PLANNING

8431 NEW KING'S ROAD • JACKSONVILLE, FLORIDA 32219
PHONES (904) 765-4660 • FAX (904) 482-0155 • E-MAIL: RES7654660@aol.com

REVISIONS		
NO.	DATE	DESCRIPTION
▲		
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▲		
▲		

LI-1

DWG. NO.

SHEET 1 OF 1