

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

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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,

*
John Bradley
Dir

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.

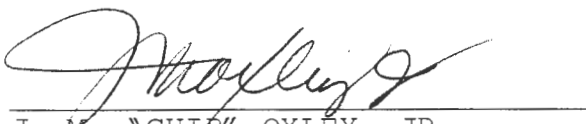
8. This Agreement shall be construed according to the laws of the State of Florida.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



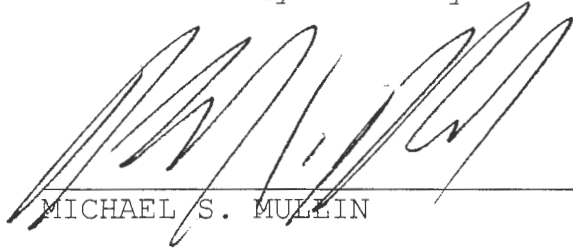
NICK D. DEONAS
Its: Chairman

ATTEST:

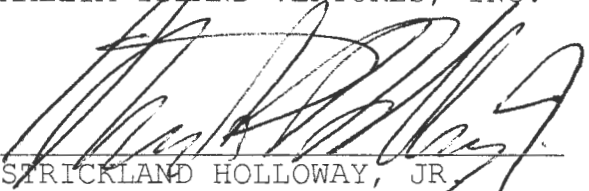


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

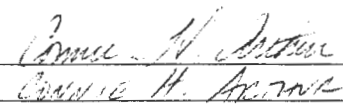
"Developer"
AMELIA ISLAND VENTURES, INC.


STRICKLAND HOLLOWAY, JR.
Its: Chief Executive Officer

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me
this 29th 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.
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DERREL Q. CHATMON
C. WILLIAM CURTIS, III
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JOHN F. GERMANY, JR.
SUZANNE S. HOWARD
JOHN R. JOLLY
ANDREW K. KANTOR
SCOTT D. MAKAR
HOWARD M. MALTZ
NELL 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
JOHN R. PHILLIPS
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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. ZEBOLINI

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.