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Return: Joyce Bradley
Admin

CS-04-122

INSTR # 200424405
OR BK 01245 PGS 1301-1315
RECORDED 07/14/2004 03:27:37 PM
J. M. OXLEY JR
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING FEES 129.00

This instrument prepared under the supervision
of: MICHAEL S. MULLIN, Attorney at Law, Post
Office Box 1010, Fernandina Beach, FL 32035.

Fee 129.00

WATER AND SEWER SERVICE AGREEMENT

NAU PROJECT # 001

THIS AGREEMENT entered into this 12th day of
July, 2004, by and between the BOARD OF
COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a
political subdivision of the State of Florida,
hereinafter referred to as the "County" on behalf of
Nassau Amelia Utilities ("NAU"), and THE PRESERVE AT
SUMMER BEACH L.L.C., its successors, administrators, and
assigns, hereinafter referred to as the "Developer".

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

1. The Developer desires to make water and
wastewater service available to the property known as the
Preserve Phase I at Summer Beach L.L.C. ("Property")
described on Exhibit "A", attached hereto and made a part

herein for the benefit in perpetuity of the Developer, its successors, administrators, and assigns.

2. The County agrees to make water and wastewater service available to the Property for the benefit of Developer, its successors, administrators, and assigns, subject to the terms and conditions as set forth herein.

3. The obligations incurred by the Developer as a result of this Agreement shall constitute an encumbrance on the Property. This Agreement is made subordinate to mortgage liens on the Property and property which may follow, except that such subordination is only to subordinate to the County's interest to the mortgage lien and in no way waives or releases the County's rights arising from this Agreement.

4. The Developer desires and the County agrees to make fire protection service available to the Property, pursuant to the rate schedule in County Ordinance 2003-45. All on-site water mains installed by the Developer shall be sized in order to meet the fire flow requirements of the County. The County assumes no responsibility whatsoever for the adequacy in regard to the fire flow of the Developer's on-site water mains.

5. The estimated Contribution-in-Aid-of-Construction ("CIAC") required by the County to provide water and wastewater service shall be provided, by the NAU Director or his/her designee, to the Developer by letter. A breakdown of the CIAC estimate shall be included in the letter, which shall be attached hereto as Exhibit "D". This amount must be paid to the County, within two (2) weeks of the joint execution of this Agreement, and before water and wastewater service is provided. Additional charges, such as meter installation, inspection fees, plans review, tap and Allowance for Funds Prudently Invested ("AFPI"), shall be paid at the time of connection, or as otherwise provided by the County.

6. The estimated CIAC, as set forth in the letter attached hereto as Exhibit "D" shall also include a charge for plan and specification review. The estimated CIAC shall also include a charge as and for inspection efforts related to the construction of facilities described in Paragraph 9. Should this project require more than (1) site visit for inspection purposes, the Developer will be billed at the rate of \$570.00 per inspection visit. The engineering inspection will be

conducted by the engineering firm designated by the County. The County reserves the right to modify construction design that may become necessary to accommodate field conditions, without the consent of the Developer.

7. The estimated CIAC is further based upon a charge of \$750.00 for administrative and legal fees, and \$129.00 for recording fees associated with this Agreement.

8. The Developer will install at its expense, in accordance with County-Approved Plans, the necessary water and wastewater main extension to serve 94 and 94 Equivalent Residential Connections ("ERC's"), respectively, for The Preserve Phase I at Summer Beach L.L.C. and connect the entire system to the County's existing water and wastewater system. Plans and specifications will be designed, produced, and submitted by a Florida registered professional engineer to the County for review and approval in accordance with the County's specifications and standards, a copy of which is attached as Exhibit "C". Acceptance of the Developer's completed water and wastewater system extension will be subject to review and approval by the County. As a

condition precedent to acceptance of the completed water and wastewater system extension by the County and prior to receiving service, the items listed in Exhibit "B" shall be submitted and accepted by the County. Acceptance will not be unreasonably withheld. Once accepted, the County will be responsible for all subsequent maintenance of the water and wastewater system extension not related to warranties.

9. The County reserves the right and the Developer agrees to allow the County to inspect and/or test the on-site water distribution and wastewater collection systems prior to rendering service and from time to time thereafter, but the County assumes no responsibility for the system. The Developer shall correct any identified deficiencies immediately.

10. The Developer shall be responsible for assuring that all work is done in accordance with JEA standards and applicable rules and regulations including, but not limited to, those promulgated by EPA, FDEP, and OSHA; and the presence of County representative(s) on the construction site shall in no way transfer responsibility to the County for any actions of the Developer, his employees and/or his contractors.

11. Backflow prevention is required for all on-site water service. The Developer agrees to install backflow prevention devices as deemed necessary by the County to protect the water supply.

12. The County accepts only domestic wastewater to its wastewater collection system. At this time, the Developer has no facilities requiring pretreatment. However, the County reserves the right to require the Developer, its successors, administrators, and assigns, to install pretreatment devices should they be required in the future. The County reserves the right to inspect the Developer's devices, if any, prior to rendering wastewater service and from time to time thereafter but assumes no responsibility for Developer's devices.

13. Subject to the Developer's compliance with the terms and conditions of this Agreement and the County's tariff, the County hereby agrees to allocate and reserve 30,832 gpd of water service capacity and 20,676 gpd of wastewater service capacity to the Developer for use by the Developer with its improvements to The Preserve Phase I at Summer Beach L.L.C. If the actual average daily water and/or wastewater consumption over any consecutive six (6) month period, as determined by the County, should

exceed the above reserved capacity an additional charge based on the prevailing CIAC will be due and payable to the County upon thirty (30) days written notice. Any such water and wastewater which is not connected or used by the Developer within five (5) years from the date of the execution of this Agreement shall revert back to the County, and in such an event, the county shall not be obligated to refund these charges paid by the Developer.

14. The providing of water and wastewater service is subject to prevailing rates, fees, and charges of the County, as set forth in County Ordinance 2003-45 or amendments thereto. These rates, fees, and charges are subject to change without notice. The Developer agrees to comply with all Rules and Regulations of the County, which are available upon request.

15. The Developer shall provide written notice to the County, at least seventy-two (72) hours prior to the start of construction, that construction of contributed facilities or a connection to the County's existing system is about to commence. The County shall not be required to accept contributed facilities that were constructed without prior notification. If the Developer fails to give said written notice, the County may require

the Developer to uncover and expose said connections or contributed facilities for inspection, at the sole cost of Developer, or the County may disconnect the Developer's installations from the County's system at the Developer's expense.

16. Except as expressly provided herein, the Developer agrees not to assign or transfer all or any portion of this Agreement. The allocation of water and wastewater capacity granted to the Developer may be assigned or transferred if and only if: (a) the Developer has obtained the prior written consent of the County to such an assignment, sale, or disposition; (b) the assignment is in direct connection with a bona fide sale of the Developer's property or a portion thereof to which the water and wastewater service capacity reserve relates, and the County is notified in writing of such an assignment not less than thirty (30) days prior to such an assignment; and (c) the assignee pays all of the County's legal and administrative costs incurred in connection with such assignment and assumes all of the duties and obligations of the assignor under this Agreement. The County shall have the right to assign or transfer this Agreement or the rights and

responsibilities contained herein to any authority, corporation, or other public or private person, firm, or entity without the consent of the Developer.

17. It is estimated that the herein noted County services can be made available within approximately thirty (30) days after the County's acceptance of the above mentioned contributed facilities. Such time period is subject to change for inclement weather, strikes, acts of God, material shortage, acts of government, and other delaying conditions beyond the control or responsibility of the County.

18. The parties agree that the following mutual protections are included in this Agreement:

a. This document is the entire Agreement between the parties and supercedes all previous agreements between the parties;

b. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment;

c. This Agreement is subject to all applicable local and State laws, and the Developer agrees to pay for the recording of this document;

d. This Agreement is intended to benefit only the parties who sign it and their authorized assigns and does not create any rights for other persons or entities; The County has the exclusive right to provide water and wastewater service to the Property; and

e. This Agreement is binding on both parties, and each has the power and authority to bind themselves by signing this Agreement.

f. This Agreement shall be recorded at the Developer's expense.

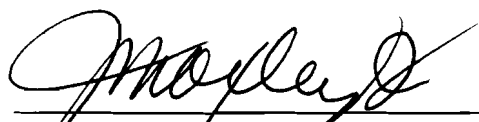
19. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



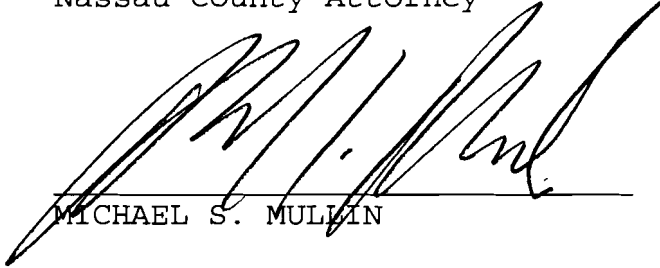
FLOYD L. VANZANT
Its: Chairman

ATTEST:



J.M. "CHP" OXLEY, JR.
Its: Ex-officio Clerk

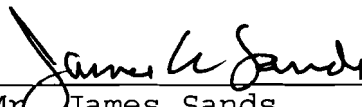
Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

DEVELOPER:

The Preserve at Summer Beach
L.L.C.



BY: Mr. James Sands
Its: President

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me
this 12th day of July, 2004, by
JAMES SANDS, as President of SUMMER BEACH DEVELOPMENT
GROUP, INC., a Florida corporation, on behalf of the
corporation, as Manager of The Preserve at Summer Beach,
LLC. He is personally known to me or has produced
as identification and did take an oath.



NOTARY PUBLIC

State of Florida

My Commission Expires: 10-14-2006

h/anne/agreements/nau-dev-agreement-preserve-phase-1

EXHIBIT "A"

CAPTION

A PARCEL OF LAND BEING THE RESIDUE LANDS OF THE A.G. MCARTHUR AND MABEL MCARTHUR ESTATE IN THE ANTONIO SUAREZ GRANT, SECTION 12, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, TOGETHER WITH A REPLAT OF A PORTION OF TRACT "A" (FUTURE DEVELOPMENT AND UTILITY SITE) OF "SUMMER BEACH WEST REPLAT" AS RECORDED IN PLAT BOOK 6, PAGES 283 AND 284 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A POINT ON THE SOUTH LINE OF SECTION 11, SAID TOWNSHIP AND RANGE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 12 AND RUN SOUTH 02(00'00" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 12, A DISTANCE OF 552.75 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SUMMER BEACH WEST REPLAT, AS RECORDED IN PLAT BOOK 6, PAGES 283 AND 284, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 02(00'00" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 12, A DISTANCE OF 412.49 FEET TO THE NORTHEAST CORNER OF PHILIPS MANOR (ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 2, PAGE 78 OF THE PUBLIC RECORDS OF SAID COUNTY), SAID POINT BEING THE POINT WHERE THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOTS 4 THROUGH 32, SAID PHILIPS MANOR, INTERSECTS THE EASTERLY LINE OF SAID SECTION 12; THENCE RUN SOUTH 78(24'54" WEST ALONG THE NORTHERLY LINE OF SAID PHILIPS MANOR, A DISTANCE OF 815.18 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LOT 25, SAID PHILIPS MANOR; THENCE, LEAVING THE NORTHERLY BOUNDARY OF SAID PHILIPS MANOR, RUN NORTH 11(35'06" WEST, A DISTANCE OF 135.00 FEET TO A POINT; THENCE RUN SOUTH 78(24'54" WEST, A DISTANCE OF 56.02 FEET TO A POINT; THENCE RUN NORTH 11(35'06" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN ALONG AND AROUND THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA ANGLE OF 90(00'00" AND A TANGENT OF 25.00 FEET) AN ARC LENGTH OF 39.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 33(24'54" EAST, 35.36 FEET; THENCE RUN NORTH 11(35'06" WEST, A DISTANCE OF 83.32 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN ALONG AND AROUND THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA ANGLE OF 90(25'32" AND A TANGENT OF 25.19 FEET) AN ARC LENGTH OF 39.46 FEET TO A POINT, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56(47'52" WEST, 35.49 FEET; THENCE RUN NORTH 12(00'38" WEST, A DISTANCE OF 50.00 FEET TO A POINT; THENCE RUN NORTH 77(59'22" EAST, A DISTANCE OF 103.46 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 130.00 FEET; THENCE RUN ALONG AND AROUND THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA ANGLE OF 19(51'50" AND A TANGENT OF 22.76 FEET) AN ARC LENGTH OF 45.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68(03'27" EAST, 44.84 FEET; THENCE RUN NORTH 58(07'32" EAST, A DISTANCE OF 17.90 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE RUN ALONG AND AROUND THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA ANGLE OF 18(22'16" AND A TANGENT OF 32.34 FEET) AN ARC LENGTH OF 64.13 FEET TO THE POINT OF REVERSE CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 48(56'24" EAST, 63.85 FEET; THENCE RUN ALONG AND AROUND THE ARC OF A CURVE TO THE RIGHT (BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 225.00 FEET, A DELTA ANGLE OF 17(21'37" AND A TANGENT OF 34.35 FEET) AN ARC LENGTH OF 68.17 FEET TO THE POINT OF REVERSE CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 48(26'04" EAST, 67.91 FEET; THENCE RUN ALONG AND AROUND THE ARC OF A CURVE TO THE LEFT (BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 66(57'37" AND A TANGENT OF 16.53 FEET) AN ARC LENGTH OF 29.22 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF WOODBERRY LANE (A VARIABLE WIDTH PRIVATE ROAD RIGHT-OF-WAY, AS RECORDED IN AFORESAID "SUMMER BEACH WEST REPLAT"; THENCE RUN ALONG AND WITH SAID WESTERLY RIGHT-OF-WAY SOUTH 09(50'44" EAST, A DISTANCE OF 57.93 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID "SUMMER BEACH WEST REPLAT"; THENCE RUN ALONG AND WITH SAID SOUTHERLY BOUNDARY OF "SUMMER BEACH WEST REPLAT" NORTH 79(00'00" EAST, A DISTANCE OF 647.55 FEET TO A POINT ON SAID SOUTHERLY BOUNDARY AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 355,704 SQUARE FEET, OR 8.17 ACRES, MORE OR LESS, IN AREA.

The Preserve at Summer Beach, Unit 1-A

EXHIBIT "B"

Documents required prior to utility acceptance of developer addition:

1. Easements dedicated to the Board of County Commissioners Of Nassau County, Florida, a political subdivision of the State of Florida and recorded in the office of the Clerk of the Court.
2. "Record" or "As-Built" drawings on disk (AutoCAD version 12 or later; and three (3) sets of hard copy record drawings.
3. Contractor's Letter of Warranty for a one (1) year period after Utility Acceptance (Signed and sealed by PE or Notarized).
4. Contractor's Waiver and release of Lien (recorded with the Clerk of the Court).
5. Engineer's Letter of Certification (Signed and sealed by the Engineer).
6. Copies of all tests required by the Florida Department of Environmental Protection or governing State or local Health Department.
7. Video inspection reports of the installed sewer collection system.
8. All utilities, including, but not limited to, electric, telephone and cable TV, shall be completely installed prior to NAU's accepting the Project.

EXHIBIT "C"

Construction Standards

The Developer hereby acknowledges that it will construct the utilities pursuant to the JEA Construction Standards Manual.



**NASSAU-AMELIA
UTILITIES**

P.O. Box 4200 - Fernandina Beach, FL 32035
Tel: 904.548.4990

EXHIBIT "D"

March 23, 2004

Calculation of fees for plant capacity and main extension charges for the Preserve at Summer Beach Phase I.

94 units

Plant capacity Water= \$65,800.00 Main Extension charges Water= \$41,924.00

Plant capacity Wastewater= \$ 122,200.00 Main Extension Wastewater= \$ 45,120.00

Plant capacity ww \$1,300.00 per ERC Main extension ww \$ 480.00 per ERC

Plant capacity w \$ 700.00 per ERC Main extension w \$ 446.00 per ERC

SUBTOTAL= \$ 275,044.00

\$	n/a	Plans Review
\$	570.00	Engineering Review/Construction oversight
\$	750.00	Administrative/Legal
\$	129.00	Recording Fee

TOTAL \$ 276,493.00