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RET: JOYCE BRADLEY

RECORDED AND INDEXED BY COUNTY CLERK'S OFFICE ON 03/16/2005 01:45:52 PM

INSTR # 200509634  
OR BK 01302 PGS 0583-0601  
RECORDED 03/16/2005 01:45:52 PM  
JOHN A. CRAWFORD  
CLERK OF CIRCUIT COURT  
NASSAU COUNTY, FLORIDA  
RECORDING FEES 163.00

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

Rec 163.00

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WATER AND SEWER SERVICE AGREEMENT

NAU PROJECT # 008

THIS AGREEMENT entered into this 14<sup>TH</sup> day of  
MARCH, 2005, 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 II at Summer Beach ("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 (2) site visits 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 \$163.00 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 28 and Equivalent Residential Connections 28 ("ERC's"), respectively, for The Preserve at Summer Beach Phase II 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 9800 GPD of water service capacity and 9800 GPD of wastewater service capacity to the Developer for use by the Developer with its improvements to The Preserve, Phase II. 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;

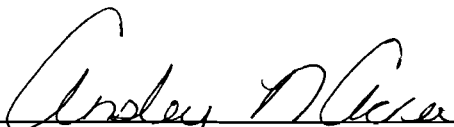
d. This Agreement is intended to benefit only the parties who sign it and their authorized assigns and does not create any rights for other persons or entities; The County has the exclusive right to provide water and wastewater service to the Property; and

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

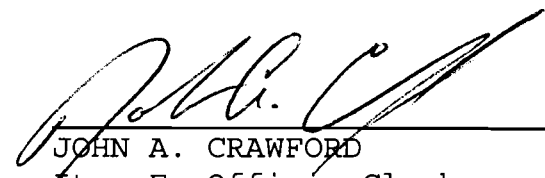
f. This Agreement shall be recorded at the Developer's expense.

19. Time is of the essence.

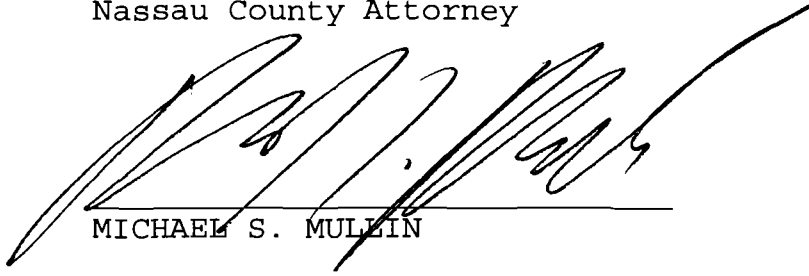
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
ANSLEY N. ACREE  
Its: Chairman

ATTEST:

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney



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MICHAEL S. MULLEN

DEVELOPER:  
The Preserve at Summer  
Beach L.L.C. Phase II

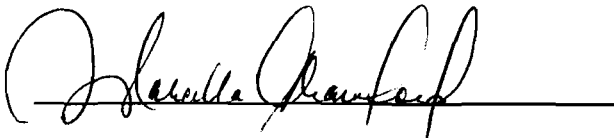


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JAMES U. SANDS  
As President of Summer  
Beach Development Group,  
Inc.

STATE OF FLORIDA  
  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me  
this 14<sup>th</sup> day of March, 2005, by  
James U. 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,  
L.L.C. He is personally known to me or has produced  
as identification and did take an oath.



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NOTARY PUBLIC  
State of Florida  
My Commission Expires:

**MARCELLA CRAWFORD**  
Notary Public, State of Florida  
My comm. exp. Oct. 14, 2006  
Comm. No. DD 158232

h/anne/nau/preserve-ph-2

EXHIBIT "A"

Legal Description of the property.

**EXHIBIT "A"**

**PARCEL 1**

LEGAL DESCRIPTION OF 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.

THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE ANTONIO SUAREZ GRANT, SECTION 12, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FOR A POINT OF REFERENCE COMMENCE AT A 6-INCH BY 6-INCH CONCRETE MONUMENT FOUND ON THE SOUTHERLY LINE OF SECTION 11, SAID TOWNSHIP AND RANGE, AT 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 THE SOUTHEAST CORNER OF LANDS NOW OR FORMERLY OF LOUIS D. LOWE AND VIRGINIA B. LOWE (ACCORDING TO DEED RECORDED IN BOOK 408, PAGE 785 OF THE OFFICIAL RECORDS OF SAID COUNTY) FOR 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 PHILLIPS 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 PHILLIPS MANOR, INTERSECTS THE EASTERLY LINE OF SAID SECTION 12; RUN THENCE SOUTH 78°-24'-54" WEST; ALONG THE NORTHERLY LINE OF SAID PHILLIPS MANOR, A DISTANCE OF 2036.60 FEET TO A POINT ON A LINE PARALLEL WITH AND 3.0 FEET (AS MEASURED AT RIGHT ANGLES) EASTERLY OF THE EASTERLY ROOF EAVE LINE ON THAT CERTAIN 2-STORY FRAME DWELLING SITUATED ON AND OVER THE NORTHERLY LINES OF LOTS 15 AND 16, SAID PHILLIPS MANOR; RUN THENCE NORTH 00°-49'-36" WEST, ALONG LAST MENTIONED PARALLEL LINE, A DISTANCE OF 5.88 FEET TO A POINT ON A LINE PARALLEL WITH AND 3.0 FEET (AS MEASURED AT RIGHT ANGLES) NORTHERLY OF THE NORTHERLY ROOF EAVE LINE ON SAID 2-STORY DWELLING; RUN THENCE SOUTH 89°-10'-24" WEST, ALONG LAST MENTIONED PARALLEL LINE, A DISTANCE OF 44.33 FEET TO A POINT ON A LINE PARALLEL WITH AND 3.0 FEET (AS MEASURED AT RIGHT ANGLES) WESTERLY OF THE WESTERLY EDGE OF A SECOND STORY BALCONY ON SAID 2-STORY DWELLING; RUN THENCE SOUTH 00°-49'-36" EAST, ALONG LAST MENTIONED PARALLEL LINE, A DISTANCE OF 14.30 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 15, PHILLIPS MANOR; RUN THENCE SOUTH 78°-24'-54" WEST, ALONG THE NORTHERLY LINE OF SAID PHILLIPS MANOR A DISTANCE OF 1101.88 FEET TO A POINT; RUN THENCE NORTH 10°-48'-26" WEST, A DISTANCE OF 102.59 FEET TO A POINT ON THE ARC OF A CURVE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 670.00 FEET, A CHORD DISTANCE OF 227.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 85°-45'-11" WEST; RUN THENCE SOUTH 76°-00'-00" WEST, A DISTANCE OF 135.57 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF FERNANDINA AMELIA HIGHWAY (A 60-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); RUN THENCE NORTH 10°-48'-26" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 60.09 FEET TO A POINT; RUN THENCE NORTH 76°-00'-00" EAST, A DISTANCE OF 132.22 FEET TO A POINT OF CURVATURE; RUN THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 730.00 FEET, A CHORD DISTANCE OF 253.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 86°-00'-00" EAST; RUN THENCE SOUTH 84°-00'-00" EAST, A DISTANCE OF 192.71 FEET TO A POINT OF CURVATURE; RUN THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 270.00 FEET, A CHORD DISTANCE OF 52.26 FEET TO A POINT, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 89°-33'-15" EAST; RUN THENCE NORTH 09°-00'-00" WEST TO AND ALONG THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF WILLIAM ALEXANDER MCARTHUR AND SHARON R. MCARTHUR (ACCORDING TO DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 923, PAGE 632), A DISTANCE OF 606.98 FEET TO THE NORTHEAST CORNER

This document prepared by:  
Calvin E. Hayden, Esq.  
1551 South 14<sup>th</sup> Street, Ste B  
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Record and Return to:  
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1551 South 14<sup>th</sup> Street, Ste B  
Fernandina Beach, Florida 32034

THEREOF; RUN THENCE SOUTH 85°-00'-00" EAST, A DISTANCE OF 88.03 FEET TO A POINT; RUN THENCE NORTH 09°-51'-27" WEST TO AND ALONG THE EASTERLY LINE OF THE LANDS OF JOHN HOWARD WALKER AND ANNIE FRANCES WALKER (ACCORDING TO DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 502, PAGE 506), A DISTANCE OF 371.71 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT LYING ON THE SOUTHERLY LINE OF SECTION 11 IN THE AFOREMENTIONED TOWNSHIP 2 NORTH, RANGE 28 EAST; RUN THENCE NORTH 80°-09'-16" EAST, ALONG LAST MENTIONED SOUTHERLY LINE OF SECTION 11, A DISTANCE OF 2140.04 FEET TO THE BOUNDARY LINE COMMON TO THE LANDS NOW OR FORMERLY OF A.G. MCARTHUR AND MABEL MCARTHUR ESTATE AND THE LANDS NOW OR FORMERLY OF LOUIS D. LOWE AND VIRGINIA B. LOWE (ACCORDING TO BOUNDARY LINE AGREEMENT RECORDED IN BOOK 932, PAGE 922 OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE SOUTH 09°-50'-44" EAST ALONG LAST MENTIONED BOUNDARY LINE, A DISTANCE OF 562.64 FEET TO A POINT RUN THENCE NORTH 79°-00'-00" EAST ALONG LAST MENTIONED BOUNDARY LINE, A DISTANCE OF 747.57 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PARCEL:

**McARTHUR TRACT EASEMENT FOR INGRESS AND EGRESS**

A PARCEL OF LAND, BEING ALL OF SAGO DRIVE, A 60 FOOT PRIVATE ROAD RIGHT OF WAY, TOGETHER WITH A PORTION OF TRACT "A" (FUTURE DEVELOPMENT AND UTILITY SITE), ALL IN SUMMER BEACH WEST REPLAT, AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGES 283 AND 284 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT "A", AS SHOWN ON THE AFORESAID PLAT OF SUMMER BEACH WEST REPLAT, AND RUN THENCE NORTH 09°50'44" WEST, ALONG THE WESTERLY LINE OF SAID TRACT "A", (ALSO BEING THE WESTERLY BOUNDARY OF THE PLAT OF SUMMER BEACH WEST REPLAT) A DISTANCE OF 60.00 FEET, TO A POINT ON THE WESTERLY EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE OF SAID SAGO DRIVE, RUN THENCE, NORTH 79°00'00" EAST, ALONG AFORESAID WESTERLY EXTENSION, AND THEN ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID SAGO DRIVE, A DISTANCE OF 625.54 FEET, TO AN ANGLE POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 70°27'04" EAST, CONTINUING ALONG LAST DESCRIBED LINE, A DISTANCE OF 147.00 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF AMELIA ISLAND PARKWAY, (A 113.50 FOOT WIDE PUBLIC ROAD RIGHT OF WAY, AS PRESENTLY ESTABLISHED), SAID POINT ALSO BEING ON THE ARC OF A CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG LAST SAID LINE, AND ALSO ALONG THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 1,256.72 FEET, THROUGH A CENTRAL ANGLE OF 03°46'21" TO THE LEFT, AN ARC DISTANCE OF 82.74 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AFORESAID SAGO DRIVE, (ALSO BEING THE SOUTHERLY BOUNDARY OF THE PLAT OF SUMMER BEACH WEST REPLAT), LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 02°41'14" EAST, 82.73 FEET; RUN THENCE SOUTH 79°00'00" WEST, ALONG THE SOUTHERLY BOUNDARY OF THE PLAT OF SUMMER BEACH WEST REPLAT, (ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF SAID SAGO DRIVE, AND THEN THE SOUTHERLY LINE OF SAID TRACT "A"), A DISTANCE OF 760.16 FEET, TO THE POINT OF BEGINNING.

**PARCEL 2**

**PARCEL "B"**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE LANDS OF A.G. MCARTHUR AND MABEL MCARTHUR IN THE ANTONIO SUAREZ GRANT, IN SECTION 12, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE POINT WHERE THE

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Fernandina Beach, Florida 32034

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NORTHERLY LINE OF SAID SECTION 12 INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF THE FERNANDINA-AMELIA HIGHWAY (A 60 FOOT RIGHT-OF-WAY) AND RUN THENCE SOUTH 12 DEGREES 07 MINUTES 34 SECONDS WEST, ALONG LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 247.79 FEET TO THE SOUTHWESTERLY CORNER OF THE LANDS OF JOHN HOWARD WALKER AND ANNIE FRANCES WALKER (ACCORDING TO DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY TO BOOK 502, PAGE 506); THENCE CONTINUE SOUTH 12 DEGREES 07 MINUTES 34 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 157.91 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF CURVE IN SAID EASTERLY RIGHT OF WAY LINE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 625.00 FEET, A CHORD DISTANCE OF 248.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 00 DEGREES 39 MINUTES 34 SECONDS WEST, RUN THENCE SOUTH 10 DEGREES 48 MINUTES 26 SECONDS EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 97.40 FEET TO THE SOUTHWEST CORNER OF LANDS NOW OR FORMERLY OF WILLIAM ALEXANDER MCARTHUR AND SHARON R. MCARTHUR (ACCORDING TO DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 923, PAGE 632); FOR THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 83 DEGREES 30 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 397.46 FEET TO A POINT RUN THENCE NORTH 35 DEGREES, 00 MINUTES 00 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 351.28 FEET TO A POINT RUN THENCE SOUTH 09 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 375.31 FEET TO A POINT; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 270.00 FEET, A CHORD DISTANCE OF 52.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 89 DEGREES 33 MINUTES 15 SECONDS WEST, RUN THENCE NORTH 84 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 192.71 FEET TO A POINT OF CURVATURE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTH HAVING A RADIUS OF 730.00 FEET, A CHORD DISTANCE OF 253.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 86 DEGREES 00 MINUTES 00 SECONDS WEST, RUN THENCE SOUTH 76 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 132.22 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID FERNANDINA AMELIA HIGHWAY; RUN THENCE NORTH 10 DEGREES 48 MINUTES 26 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 159.90 FEET TO THE POINT OF BEGINNING.

PARCEL "C"

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE LANDS OF A.G. MCARTHUR AND MABEL MCARTHUR IN THE ANTONIO SUAREZ GRANT IN SECTION 12, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A POINT WHERE THE NORTHERLY LINE OF SAID SECTION 12 INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF THE FERNANDINA-AMELIA HIGHWAY (A 60-FOOT RIGHT-OF-WAY) AND RUN SOUTH 12° 07' 34" WEST, ALONG LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 247.79 FEET TO THE SOUTHWESTERLY CORNER OF THE LANDS OF JOHN HOWARD WALKER AND ANNIE FRANCES WALKER (ACCORDING TO DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 502, PAGE 506); THENCE CONTINUE SOUTH 12° 07' 34" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 157.91 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID EASTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 625.00 FEET, A CHORD DISTANCE OF 248.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 00° 39' 34" WEST, RUN THENCE SOUTH 10° 48' 26" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 317.39 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 76° 00' 00" EAST, A DISTANCE OF 135.57 FEET TO A POINT OF CURVATURE; RUN THENCE IN AN EASTERLY DIRECTION ALONG THE

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1551 South 14<sup>th</sup> Street, Ste B  
Fernandina Beach, Florida 32034

ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 670.00 FEET, A CHORD Distance OF 227.00 FEET TO A POINT, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 85°45'11" EAST; RUN THENCE SOUTH 10° 48'26" EAST, PARALLEL WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID FERNANDINA AMELIA HIGHWAY, A DISTANCE OF 102.59 FEET TO AN IRON PIPE SET ON THE NORTHERLY LINE OF PHILIPS MANOR SUBDIVISION, SAID SUBDIVISION AS RECORDED IN PLAT BOOK 2, Page 78 OF THE OFFICIAL RECORDS OF SAID COUNTY; RUN THENCE SOUTH 78° 24' 54" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 60.90 FEET TO A 1-1/2 GALVANIZED PIPE FOUND ON THE EASTERLY LINE OF LANDS OF STEVE V. COLLINS AND JANE P. COLLINS ACCORDING TO DEED REOCRDED IN BOOK 854, PAGE 1407 OF THE OFFICIAL RECORDS OF SAID COUNTY; RUN THENCE NORTH 10°45'06" WEST ALONG LAST MENTIONED EASTERLY LINE, A DISTANCE OF 6.13 FEET TO A ½ INCH IRON PIPE FOUND ON THE NORTHERLY LINE OF LAND MENTIONED LANDS; RUN THENCE SOUTH 78° 17' 07" WEST, ALONG LAST MENTIONED NORTHERLY LINE, A DISTANCE OF 300.02 FEET TO AN IRON PIPE FOUND ON THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF FERNANDINA-AMELIA HIGHWAY; RUN THENCE NORTH 10° 48' 26" WEST, ALONG LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 120.13 FEET TO THE POINT OF BEGINNING.

**SUBJECT TO** THAT CERTAIN EASEMENT DATED AUGUST 31, 2000, AS RECORDED AT OFFICIAL RECORDS BOOK 0949, PAGES 0623-0627, PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

THE FOREGOING DESCRIBED REAL PROPERTY BEING THE SAME REAL PROPERTY AS DESCRIBED AS PARCEL B AND AS PARCEL C IN THT CERTAIN PERSONAL REPRESENTATIVE'S DEED DATED AUGUST 31, 2000 RECORDED IN OFFICIAL RECORDS BOOK 949 PAGE 618-622, PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

This document prepared by:  
Calvin E. Hayden, Esq.  
1551 South 14<sup>th</sup> Street, Ste B  
Fernandina Beach, Florida 32034

Record and Return to:  
Calvin E. Hayden, Esq.  
1551 South 14<sup>th</sup> Street, Ste B  
Fernandina Beach, Florida 32034



**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.

**EXHIBIT "C"**

Construction Standards

Developer acknowledges that he will construct the improvements pursuant to the stated standards.

**EXHIBIT "D"**

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

**28 units**

**WATER:**

Plant Capacity Water @ \$933.33 = \$26,133.24

Main extension water = @ \$468.30 = \$13,112.40

**WASTEWATER:**

Plant capacity wastewater = @ \$1733.33 = \$48,533.24

Main extension wastewater = @ \$504.00 = \$14,112.00

**SUBTOTAL: \$ 101,890.88**

\$ N/A Plan review (submitted with phase I)

\$ 1,625.00 Engineering review/Construction oversight

\$ 150.00 Administrative Fee

\$ 600.00 Legal Fee

**TOTAL \$104,265.88 Payable to Board of County Commissioners.**

**\$ 163.00 Recording Fee (payable to the Clerk of Courts)**