

WHEREAS, the Developer is desirous of entering into a Developer's Agreement for this project; and

WHEREAS, as a result of negotiations with County representatives, the Developer voluntarily agrees to the terms of this Agreement:

Public Facility Schedule

The following public facilities will serve the development proposed for the Property through the five (5) years of the Development Agreement.

- (1) Potable Water and Sanitary Sewer – JEA will provide adequate water and wastewater service to the Proposed.
- (2) Solid Waste – The County owns and operates the County's landfill. It will have sufficient space to accommodate the solid waste generated by the development of the Property through 2010.
- (3) Drainage – Developer shall provide drainage in accordance with the St. Johns River Water Management District and the County regulations.
- (4) Education – N/A
- (5) Parks – In accordance with Section 10.4.2 of the Concurrency Ordinance, as amended, recreational level of services does not apply to Commercial developments.
- (6) Health Systems and Facilities – The County projects that it will have sufficient hospital beds through 2010.

WHEREAS, Developer seeks concurrency approval for the Proposed Development consisting of a 10,000 sq. ft. non-residential building, subject to the conditions precedent as set forth in Paragraph 2 herein; and

WHEREAS, the proposed Development at build-out has the potential to yield a 10,000 square foot commercial building, and the maximum building height for the zoning district in which the proposed Project is located is 35 feet. The proposed building intensities are fifty percent; and

WHEREAS, the County deems it to be in the public interest to provide concurrency based upon the negotiations that result in a benefit for transportation deficiencies within the development impact area; and

WHEREAS, the Florida Local Government Development Agreement Act, Section 163.3220 – 163.3243, Florida Statutes (the “Act”), authorizes local governments to enter into Development Agreements with developers to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such Development Agreements; and

WHEREAS, the “Act” authorizes agreements for up to ten (10) years which can be considered for an extension upon a showing of cause at a public hearing; and

WHEREAS, such Development Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning and reduces the costs of development.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing statements are true and correct and incorporated herein by reference as Findings of fact.

2. **Purpose, Conditions Precedent to Development.** The purpose of this Development Agreement is as follows:

To authorize any owner of the Property to construct any portion or all of the Proposed Development at any time during the term of this Agreement subject to the following conditions ("Conditions Precedent"): The payment of \$21,000.00, which shall be paid no later than five (5) days after the Board of County Commissioners' approval of this Agreement. The \$21,000.00 amount is based upon the Engineering Services Director's study approved by the Board of County Commissioners, which established \$3,000.00 for each trip for which the development lacks concurrency. This development lacks seven (7) trips.

3. **Developer Obligations and Consideration.** Developer hereby covenants and agrees to the following commitments, which are necessary to properly provide for impacts caused by the above referenced development:

(a) Any wetlands system as mapped on the Future Land Use Map and as validated by the St. John's River Water Management District shall be protected by establishing a buffer pursuant to the Land Development Regulations in effect at the time the plat is recorded. Other jurisdictional wetlands on the Property will be protected in accordance with the requirements of the St. John's River Water Management District.

(b) Developer shall obtain all permits necessary to develop the Property and shall comply with all rules, regulations, laws and other requirements governing development of the Property.

(c) Developer shall be subject to all County Ordinances and regulations.

4. **County Obligations.**

(a) By executing this Development Agreement, the County hereby issues to Developer, its heirs, successors or assigns, authority to take action to proceed with the construction of a 10,000 sq. ft. non-residential building contingent upon meeting the Conditions.

This Agreement is made and granted pursuant to Florida Statutes, Sections 163.3220-163.3243, and is effective through the fifth (5th) anniversary of the effective date of this Agreement, or within any applicable extension of this Agreement issued or agreed to by the County. Provided however, this Agreement should not be construed to and does not exempt Developer from any obligation to pay impact fees imposed by the County.

(b) Except as provided herein, the County shall not impose any further conditions upon the use of capacity or vested rights issued hereunder unless any such conditions are determined by the Board of County Commissioners of the County to be essential to protect the health, safety and welfare of the County.

(c) The County shall utilize the \$21,000.00 as and for transportation related expenditures for projects within the Impacted Area. The Impacted Area includes an area north of SR 200/A1A to the St. Marys River, and south of SR 200/A1A to the Amelia River, and east to the Intracoastal Waterway, and west to I-95. Said monies plus any interest shall be expended within five (5) years of the date of collection. If not utilized, the funds plus interest shall be refunded to the Developer.

5. **Extension of Agreement; Subsequent Changes to Concurrency Ordinance.** The County may extend the duration of this Agreement after conducting a public hearing in the manner specified in Section 163.3225, Florida Statutes, as it may be amended from time to time. If the County modifies its land development regulations or any other regulation subsequent to the execution of this Agreement, no such modification shall be applied in a manner that operates to prevent development of Property as would be permitted by this Agreement hereunder in its entirety under the County's land use regulations in effect as of the date of the execution of this Agreement. Further, nothing in this section shall be deemed to constitute a waiver of the applicant's right to contest application of any building code, zoning ordinance or

other land development regulations as applied to this development under the State of Florida or United States Constitutions.

6. **Necessity to Obtain Permits.** Developer hereby acknowledges their obligation to obtain all necessary local development permits, which may be needed for development of the Property. The failure of this Agreement to address any particular permit, condition, term, or restriction applicable to the development of the property shall not relieve Developer or any successors or assigns of the necessity of complying with federal, State, and local-permitting requirements, conditions terms or restrictions as may be applicable.

7. **Agreement Consistent with Comprehensive Plan and Florida Statutes 163.3180.** The County hereby acknowledges and agrees that (i) the development contemplated by the Development Agreement is consistent with the County's Comprehensive Plan and Land Development Regulations and (ii) that the County's Comprehensive Plan is in compliance with the State of Florida Comprehensive Plan.

8. **Remedies and Monitoring.**

(a) Developer will secure the following permits (the "Permits"), if needed including, but not limited to:

- St. John's River Water Management District – Environmental Resource Permit
- Nassau County – Building Permit
- Nassau County – Site Work permit
- Final Development Plans, Final Plat and Construction Plans for Phases as applicable
- Nassau County Certificates of Concurrency for Water, Sewer and Drainage

(b) The County may apply subsequently adopted regulations and policies to the Proposed Development only upon meeting the requirements of Section 163.3233, Florida Statutes (1997).

(c) Beginning one (1) year after the Effective Date of this Agreement as defined in Paragraph 15, herein, Developer shall provide to the County a written and accurate status report acceptable to the County, which shall include all information necessary for the County to conduct its periodic review in compliance with the requirements of Section 163.3235, Florida Statutes, and applicable rules. Said report shall include, but not be limited to, a description of the development activity during the preceding year and data sufficient to establish compliance with the terms and conditions of this Agreement. This report may contain the monitoring information set forth in Section 8 herein above.

(d) Developer will pay all costs related to providing notice and advertising this Agreement under Section 163.3225, Florida Statutes, and the cost of recording this Agreement.

(e) Within fourteen (14) days after the County executes this Development Agreement, the County shall record it with the Clerk of Circuit Court.

9. **Binding Effect.** The burdens of this Development Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

10. **Applicable Law; Jurisdiction of Venue.** This Development Agreement, and the rights and obligations of the County and Developer hereunder, shall be governed by, construed under, and enforced in accordance with the Laws of the State of Florida. This Agreement may be enforced as provided in Section 163.3243, Florida Statutes. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Nassau County, Florida. If any provision of this Development Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Development Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Development Agreement does not

detail all laws, rules, regulations, permits, conditions, terms and restriction that must be satisfied to complete the development contemplated by this Agreement shall not relieve Developer or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions.

11. **Joint Preparation.** Preparation of this Development Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12. **Exhibits.** All exhibits attached hereto contain additional terms of this Development Agreement and are incorporated herein by reference.

13. **Captions or Paragraph Headings.** Captions or paragraph headings contained in this Development Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Development Agreement, nor the intent of any provision hereof.

14. **Counterparts.** This Development Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Development Agreement.

15. **Effective Date; Duration of Agreement.** This Agreement shall become effective after it has been recorded in the public records of Nassau County, Florida and thirty (30) days after it is received by the Florida Department of Community Affairs (the "Effective Date"). This Development Agreement shall remain in effect until the earlier of the following dates:

(i) The date on which the construction is complete on the Exhibit A Property; or

(ii) The fifth (5th) anniversary of the Effective Date, unless otherwise extended or terminated as provided for herein or in the Act.

This Development Agreement may be terminated by mutual consent of the parties. The maximum period of this Agreement shall be five (5) years unless extended pursuant to Paragraph 5 as set forth above.

16. **Amendment.** This Development Agreement may be amended by mutual consent of the parties so long as the amendment meets the requirements of the Act.

17. **Duration of Permits.** Developer acknowledges that this Agreement does not extend the duration of any other permits or approvals.

18. **Further Assurances.** Each of the parties hereto agrees to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Development Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Development Agreement, the parties hereby declare their intentions to cooperate with each other in effecting the terms of this Development Agreement and to coordinate the performance of their respective obligations under the terms of this Development Agreement.

19. **Notices.** Any notices or reports required by this Development Agreement shall be sent to the following:

For the County:	Jose Deliz Director of Engineering Services for Nassau County, Florida 96161 Nassau Place Yulee, Florida 32097
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For Developer:

Mr. Jimmy Cranford
Silverfield/Cranford Commercial Real Estate
Services, Inc.
4141 Southpoint Drive East, Suite B
Jacksonville, FL 32216

20. **Benefits to County.** The County hereby acknowledges and agrees that this Agreement substantially benefits the County in carrying out its Comprehensive Plan objectives and its Capital Improvements Program to provide certainty in planning and scheduling traffic improvements to serve not only the residents of these developments and those County residents utilizing the planned commercial development, but all the citizens of Nassau County.

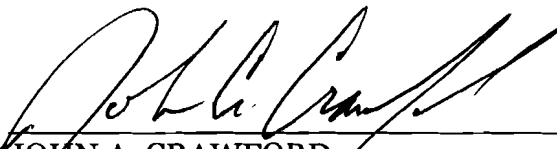
Passed and Duly Adopted by the Board of County Commissioners of Nassau County, Florida this 26th day of September, 2005.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



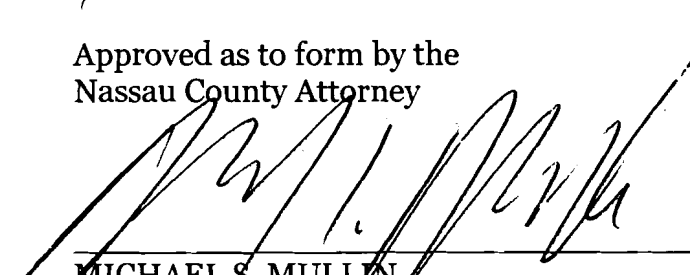
ANSLEY N. ACREE
Its: Chairman

ATTEST:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

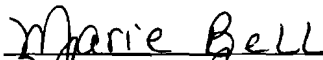


MICHAEL S. MULLIN

IN WITNESS WHEREOF, Developer has executed this Agreement in counterparts, each of which shall be deemed an original, the day and year first above written.


Signed, sealed and delivered
in the presence of:

JOHN T. FERREIRA INSURANCE,
INC.

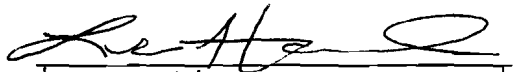


Marie Bell

(Printed name of Witness)



By: PAUL J. LUNETTA
Its: Executive Vice President



Leslie Hammersand

(Printed name of Witness)

h/anne/agreements/ferreira-bldg-dev-agmt

1-2N-27 3-23

EXHIBIT "A"**Legal Description of the Property**

That certain piece, parcel or tract of land, lying and being a part of Section 1, Township 2 North, Range 27 East, Nassau County, Florida, being more particularly described as follows: COMMENCE at a chiseled X on a railroad spike located at the centerline of State Road No. 200A, a 100 foot right of way, and State Road A-1-A (also known as State Road No. 200), a 184 foot right of way, said railroad spike bearing North $80^{\circ}27'17''$ West, 238.33 feet from a found nail in the center of a 3 inch by 3 inch plate stamped D.O.T. Survey Station 344 plus 78.00 inches; thence North $72^{\circ}46'59''$ West along the centerline of said State Road A-1-A, 62.87 feet; thence South $17^{\circ}13'01''$ West, 92.00 feet to the intersection of the Southerly right of way line of said road with the Westerly line of Lofton Square Boulevard (a 125 foot right of way); thence North $72^{\circ}46'59''$ West, along said Southerly right of way line of State Road 200/A1A, a distance of 166.66 feet for a POINT OF BEGINNING; thence South $17^{\circ}25'13''$ West, 131.43 feet; thence North $72^{\circ}36'20''$ West, 125.00 feet; thence South $56^{\circ}19'27''$ West, 161.89 feet; thence South $43^{\circ}25'52''$ West, 19.36 feet; thence North $72^{\circ}20'46''$ West, 24.34 feet; thence North $01^{\circ}01'02''$ West, 60.38 feet; thence North $12^{\circ}11'32''$ East, 41.02 feet; thence North $07^{\circ}32'07''$ East, 88.76 feet; thence North $16^{\circ}55'11''$ East, 47.44 feet; thence North $61^{\circ}31'51''$ East, 46.17 feet to the Southerly right of way line of State Road 200/A-1-A; thence South $75^{\circ}38'44''$ East, 153.51 feet to an angle point in said line; thence South $72^{\circ}46'59''$ East, 112.56 feet to the POINT OF BEGINNING.

00478575.5



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham
Ansley Acree
Tom Branan
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

October 17, 2005

Mr. Charlie Gauthier, Bureau Chief
Bureau of Local Planning
Florida Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

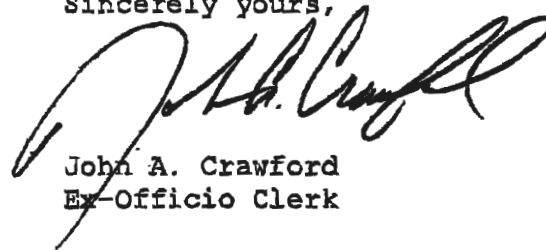
Dear Mr. Gauthier:

Enclosed please find a certified copy of the Development Agreement between Nassau County and Lillian A. Willyoung, James Eric Willyoung, and Kimberly Gray, and a certified copy of the Development Agreement entered into between Nassau County and John T. Ferreira Insurance, Inc.

These documents are being provided to you in accordance with Florida Statute Section 163.3239.

If I may be of any further assistance, please do not hesitate to contact me.

Sincerely yours,



John A. Crawford
Ex-Officio Clerk

JAC:jb

Enclosure

CC: Chris Jackson, Growth Management Coordinator

(904) 548-4660, 879-1029, (800) 958-3496

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Delivery date	Oct 20, 2005 9:37 AM		
Status	Delivered		

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	7:35 AM On FedEx vehicle for delivery	TALLAHASSEE, FL	
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	3:42 AM Departed FedEx location	MEMPHIS, TN	
Oct 19, 2005	10:41 PM Arrived at FedEx location	MEMPHIS, TN	
	6:45 PM Left origin	JACKSONVILLE, FL	
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<input type="text"/>	English <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Sender's Name John A. Crawford Phone (904) 548-4600

Company BOARD OF COUNTY COMMISSIONERS

Address 76347 VETERANS WAY

City YULEE State FL ZIP 32097

2 Your Internal Billing Reference

OPTIONAL

3 To

Recipient's Name Charlie Gauthier Phone ()

Company FL Dept. of Community Affairs Bureau of Local Planning (DCA)

Address 2555 Shumard Oak Boulevard

Address

City Tallahassee State FL ZIP 32399-2100

4a Express Package Service

FedEx Priority Overnight Next business morning
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 FedEx First Overnight Earliest next business morning delivery to select locations
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 FedEx Express Saver Third business day
 FedEx Envelope rate not available. Minimum charge: One-pound rate

4b Express Freight Service

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 FedEx 2Day Freight Second business day
 FedEx 3Day Freight Third business day

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 HOLD Weekday at FedEx Location NOT Available for FedEx First Overnight
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 Yes Shipper's Declaration not required
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