

INSTR # 200543519
OR BK 01366 PGS 0929-0941
RECORDED 11/14/2005 08:43:18 AM
JOHN A. CRAWFORD
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING FEES 112.00

13

Rec 112.00

* Return: Joy A. Bradley
Admin

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, made this 7th day of ~~October~~^{November}, 2005, by and between **GEORGE Y. SAYAR**, his heirs, successors, or assigns ("Developer"), and **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County").

WITNESSETH:

WHEREAS, Developer owns 18.04 acres which are described in Exhibit "A" attached hereto (The "Property"), the project to be known at this time as "Lofton Reserve"; and

WHEREAS, the Property is proposed for eight single-family dwelling units; and

WHEREAS, the maximum building height for the zoning district in which the proposed Project is located is 35 feet, and the proposed building intensities are 30 percent, and the proposed population density is .47 dwelling units per acre; and

WHEREAS, the County has determined, pursuant to Ordinance 99-06, that the development cannot receive a concurrency certificate and has provided the developer with a Concurrency Deferral Determination letter dated June 1, 2005; and

WHEREAS, the County has determined, based upon an Engineering Services study, that a specific dollar amount should be utilized for each trip for which the development lacks concurrency; and

WHEREAS, the Developer has requested that negotiations commence utilizing the dollar amount established by the County; and

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 September 30, 2006.

- (1) Potable Water and Sanitary Sewer –The Proposed Development will be served by individual wells and septic tanks.
- (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 September 30, 2006.
- (3) Drainage – Developer shall provide drainage in accordance with the St. Johns River Water Management District and the County regulations.
- (4) Education – Section 6.2 of the Interlocal Agreement for Public School Facility Planning requires School Board notification of development applications involving ten (10) or more dwelling units. This project only involves eight (8) dwelling units.
- (5) Parks – Through 2006, The County's plans for recreational acreage both active and passive meet the adopted Level of Service Standard. The Proposed development generates .66 acres of demand for active recreation and .02 acres of passive recreation. Upon submission of Proposed Development's application to the Growth Management Department, compliance with the Level of Services Standards will be monitored.

- (6) Health Systems and Facilities – The County projects that it will have sufficient hospital beds through 2006.

WHEREAS, Developer seeks concurrency approval for roads for the Proposed Development consisting of not more than eight (8) single-family (RS-1) dwelling units, subject to the conditions precedent as set forth in Paragraph 2 herein; and

WHEREAS, the County deems it to be in the public interest to recognize the benefits of the Proposed Development; 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 \$12,000.00, which shall be paid no later than five (5) days after the Board of County Commissioners' approval of this Agreement. The \$12,000.00 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 four (4) trips.

3. **Developer Obligations and Consideration.** Developer hereby covenants and agrees to the following commitments that 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 eight (8) single family (RS-1) dwelling units on approximately 18.04 acres contingent upon meeting the Conditions Precedent and receipt by Developer, its heirs, successors or assigns of concurrency approval for water, sewer, and drainage.

This Agreement is made and granted pursuant to Florida Statutes, Sections 163.3220-163.3243, and is effective through September 30, 2006, 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 \$12,000.00 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 duration of this Agreement may be extended by mutual consent of the parties and 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.** In order to meet the Conditions Precedent, Developer agrees beginning on the twelve-month anniversary of the effective date of this Agreement, and annually thereafter, to monitor the number of external p.m. peak hour trips generated by development of the Property and to project the number of trips to be generated over the next twelve-month period. At such time as the monitoring report projects that the First Threshold of development will be met, construction shall cease until the Condition Precedent is met.

(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.

(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) September 30, 2006, 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.

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

For Developer: George Sayar
5500-00 Philips Highway
Jacksonville, FL 32207

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.

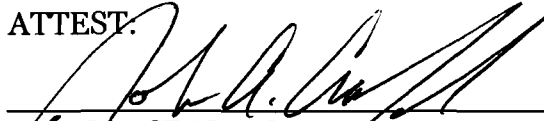
Passed and Duly Adopted by the Board of County Commissioners of Nassau County, Florida this 7th day of ~~October~~, 2005.
November

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



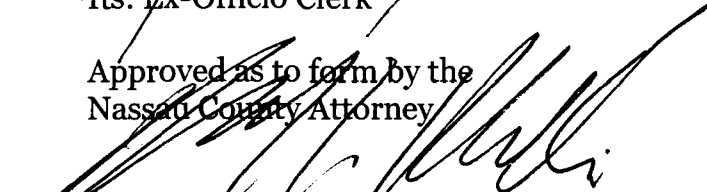
ANSLEY N. ACREE
Its: Chairman

ATTEST:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

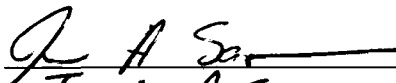
Approved as to form by the
Nassau County Attorney



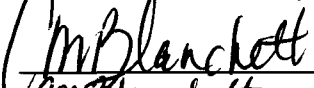
MICHAEL S. MULLIN

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:



David A. Sagar
(Printed name of Witness)



M. Blanchett
(Printed name of Witness)

h/anne/agreements/lofton-reserve-dev-agmt



GEORGE V. SAYAR

October 24th, 2005

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF THE JOHN D. VAUGHAN GRANT, SECTION 38, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA

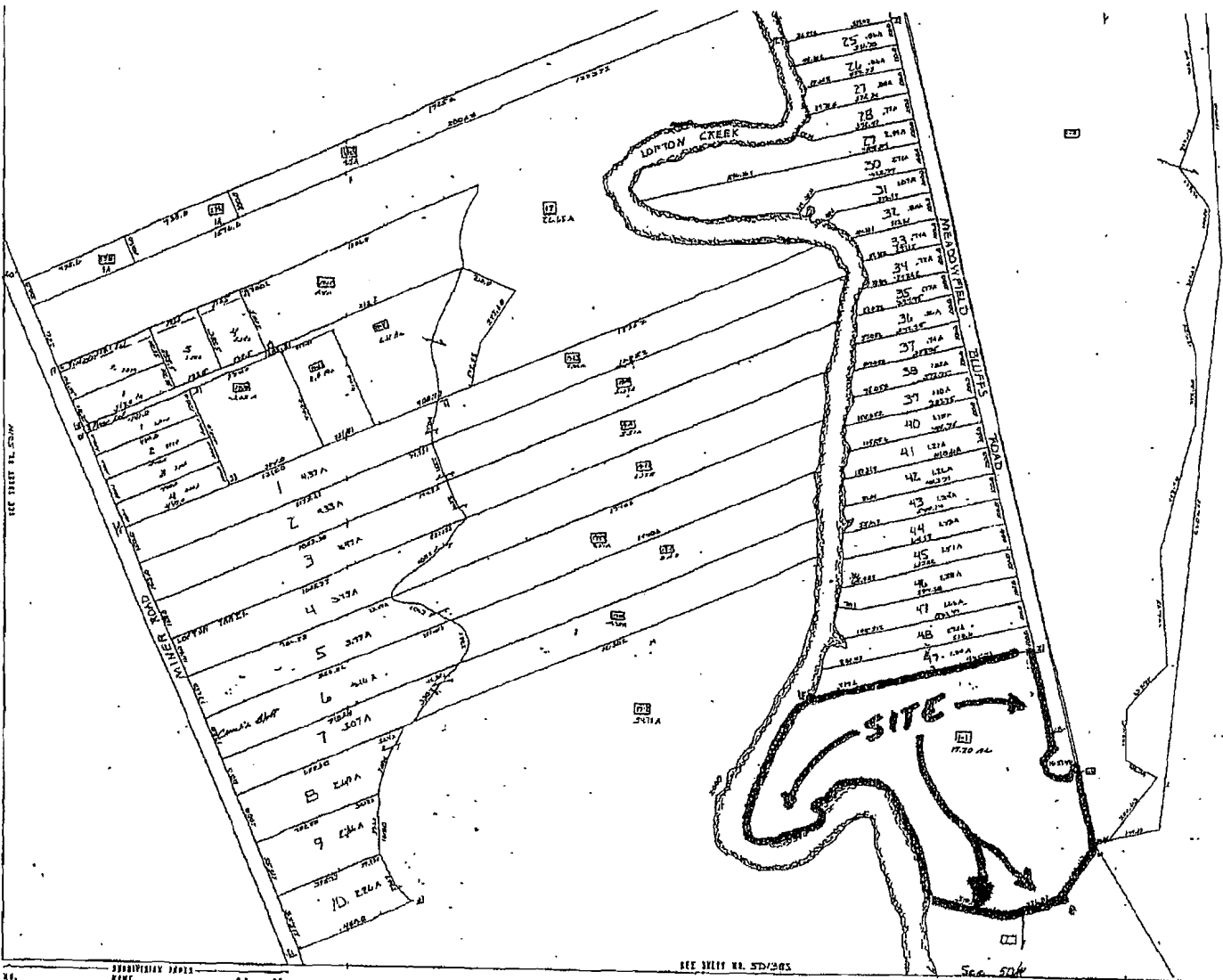
SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 38, AND RUN SOUTH 65 DEGREES 41 MINUTES 34 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 2,581.45 FEET; RUN THENCE NORTH 59 DEGREES 48 MINUTES 44 SECONDS WEST, A DISTANCE OF 1,185.37 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 12 DEGREES 46 MINUTES 33 SECONDS WEST, A DISTANCE OF 338.28 FEET; RUN THENCE SOUTH 77 DEGREES 13 MINUTES 27 SECONDS WEST, A DISTANCE OF 2.0 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MEADOWFIELD BLUFF ROAD (A 80 FOOT R/W); ACCORDING TO PLAT OF MEADOWFIELD BLUFFS RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY, IN PLAT BOOK 5, PAGES 105 AND 106; RUN THENCE IN A WESTERLY, NORTHERLY, AND EASTERLY DIRECTION ALONG SAID RIGHT-OF-WAY AND ALONG THE ARC OF A CUL-DE-SAC, HAVING A RADIUS OF 57.43 FEET, AN ARC DISTANCE OF 268.06 FEET TO THE POINT OF TANGENCY (THE AFORESAID ARC HAS A CHORD DISTANCE OF 83.01 FEET THAT BEARS NORTH 59 DEGREES 03 MINUTES 34 SECONDS WEST); RUN THENCE NORTH 12 DEGREES 46 MINUTES 33 SECONDS WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID MEADOWFIELD BLUFFS ROAD, A DISTANCE OF 399.40 FEET TO THE SOUTHEAST CORNER OF LOT 49, MEADOWFIELD BLUFFS AFOREMENTIONED; RUN THENCE SOUTH 77 DEGREES 13 MINUTES 27 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 49, A DISTANCE OF 885.0 FEET MORE OR LESS TO A POINT ON THE MEAN HIGH TIDE WATER LINE OF LOFTON CREEK, SAID POINT BEING DESIGNATED A POINT "A" IN THIS DESCRIPTION. RETURN TO THE POINT OF BEGINNING AND RUN SOUTH 31 DEGREES 34 MINUTES 47 SECONDS WEST, A DISTANCE OF 232.43 FEET; RUN THENCE SOUTH 67 DEGREES 30 MINUTES 28 SECONDS WEST, A DISTANCE OF 226.02 FEET; RUN THENCE NORTH 76 DEGREES 20 MINUTES 52 SECONDS WEST, A DISTANCE OF 318.05 FEET TO A CONCRETE MONUMENT SET BY LONNIE L. LEE, P.L.S. NO. 1950, 4-4-72 ON THE MEAN HIGH TIDE WATER LINE; RUN THENCE NORTHERLY, WESTERLY AND NORTHERLY, A DISTANCE OF 1655 FEET MORE OR LESS TO POINT "A" FOR THE CLOSING POINT.

CONTAINING 18.04 ACRES, MORE OR LESS

SAID LANDS SITUATED, LYING AND BEING IN NASSAU COUNTY, FLORIDA


THIS MAP IS A REPRODUCTION OF THE ORIGINAL MAP AS APPROVED BY THE COUNTY ENGINEER.



NO.	APPROPRIATION NAME	P.A.	P.L.	DATE
1.	PONATES LANDING	5	100	1924
2.	MADISONFIELD SLIPPS	8	100-101	1920
3.	MADISON ACRES	8	210	1920
4.	TRUMAN WHEEL	8	221	1920

SEE SHEET NO. 5D/203

See 504

 NASSAU COUNTY FLORIDA	JURISDICTION MAP NASSAU COUNTY, FLORIDA.		SECTION <u>TWENTY TWO (22)</u>	COUNTY NUMBER 5D TRACING <u>200</u>
	NASSAU COUNTY PROPERTY APPRAISER LINDORAH WALK, 111, 73		TOWNSHIP <u>13</u>	
	COMPLETION & EXPIRATION DATE, 1911 1911		RANGE <u>27</u>	
	TRACING <u>200</u>		PLAT	



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

November 15, 2005

Mr. Charlie Gauthier. Bureau Chief
Bureau of Local Planning
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 George Y. Sayar, for the project to be known as "Lofton Reserve".

This document is 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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0215

Sender's Copy

1 From Please print and press hard.

Date 11-15-05 Sender's FedEx Account Number 1655-6271-2

Sender's Name John A. Crawford, Clerk Phone (904) 548-4600

Company BOARD OF COUNTY COMMISSIONERS

Address 76347 VETERANS WAY Dept./Floor/Suite/Room

City YULEE State FL ZIP 32097

2 Your Internal Billing Reference

First 24 characters will appear on invoice. Lofton Reserve Dev. Agrmt

3 To

Recipient's Name CHARLIE GAUTHIER Phone ()

Company FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

Address 2555 SHUMARD OAK BOULEVARD We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address Dept./Floor/Suite/Room

City TALLAHASSEE State FL ZIP 32399-2100

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FedEx 2Day Second business day FedEx Express Saver Third business day
FedEx Envelope rate not available. Minimum charge: One-pound rate

4b Express Freight Service

FedEx 1Day Freight* Next business day FedEx 2Day Freight Second business day FedEx 3Day Freight Third business day

* Call for Confirmation.

5 Packaging

FedEx Envelope* FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak Other

6 Special Handling

SATURDAY Delivery Available ONLY for FedEx Priority Overnight, FedEx 2Day, FedEx 1Day Freight, and FedEx 2Day Freight to select ZIP codes. HOLD Weekday at FedEx Location NOT Available for FedEx First Overnight. HOLD Saturday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

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No Yes As per attached Shipper's Declaration Yes Shipper's Declaration not required Dry Ice Dry Ice, 9, UN 1845 x kg
Dangerous Goods (including Dry Ice) cannot be shipped in FedEx packaging. Cargo Aircraft Only

7 Payment Bill to:

Enter FedEx Acct. No. or Credit Card No. below.
 Sender Acct. No. in Section 1 will be billed. Recipient Third Party Credit Card Cash/Check

FedEx Acct. No. Credit Card No. Exp. Date

Total Packages	Total Weight	Total Declared Value†
		\$.00

†Our liability is limited to \$100 unless you declare a higher value. See back for details.

8 Release Signature

Sign to authorize delivery without obtaining signature.

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

447

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Detailed Results

Tracking number	846399541939	Reference	LOFTON RESERVE
Signed for by	J.MCCAIN		DEV AGENT
Ship date	Nov 17, 2005	Delivered to	Mailroom
Delivery date	Nov 18, 2005 9:30 AM	Service type	Priority Envelope
Status	Delivered		

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Date/Time	Activity	Location	Details
Nov 18, 2005	9:30 AM Delivered		
	7:28 AM On FedEx vehicle for delivery	TALLAHASSEE, FL	
	6:49 AM At local FedEx facility	TALLAHASSEE, FL	
	5:32 AM At dest sort facility	TALLAHASSEE, FL	
	1:34 AM Departed FedEx location	MEMPHIS, TN	
Nov 17, 2005	10:45 PM Arrived at FedEx location	MEMPHIS, TN	
	6:45 PM Left origin	JACKSONVILLE, FL	
	3:57 PM Picked up	JACKSONVILLE, FL	

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<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>

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Add personal message:

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