

Prepared By and Return To:
SUSAN C. McDONALD
Rogers, Towers, Bailey, Jones & Gay
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207

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INSTR # 200548699
OR BK 01376 PGS 0625-0636
RECORDED 12/22/2005 02:09:51 PM
JOHN A. CRAWFORD
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING FEES 103.50

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, made this 12th day of December 2005,

by and between 2004 Yulee Associates, LLC, a Florida limited liability corporation, 151 Sawgrass Corners Drive, Suite 202, Ponte Vedra Beach, Florida 32082, their heirs, successors, or assigns ("Owners"), and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**, a political subdivision of the State of Florida (the "County").

Rec 103.50

WITNESSETH:

WHEREAS, the Property described on Exhibit A attached hereto is located at a strategic and rapidly growing node at the intersection of SR 200 and U. S. Highway 17 ("the Property") which is compatible with the County's Comprehensive Planning Policies 1.06.03 and 1.02 to promote compact growth with urban development. areas by establishing mixed-use nodal development at this location and to promote compatibility with surrounding land uses;

Return: Joyce Bradley
BCC

Public Facility Schedule

The following public facilities will serve the development proposed for the Property through the 5 years of the Development Agreement to 2010.

- (1) Transportation - this Development Agreement meets the requirements of Section 163.3180(2), F.S. regarding the provision of roads.
- (2) Potable Water/Sanitary Sewer—The project is within the Jacksonville Electric Authority (JEA) service area for potable water and sanitary sewer service. JEA has provided confirmation that water and sewer service sufficient to serve the site is available.
- (3) 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 buildout.
- (4) Drainage - The Owners, their successors and assigns, shall provide drainage in accordance with the St. Johns River Water Management District and the County regulations, consistent with the phasing schedule as set forth in this Development Agreement.

WHEREAS, Owners have applied for concurrency for commercial development and their application has been denied Concurrency due to lack of capacity on the affected roadways;

WHEREAS, pursuant to Ordinance, Owners may apply for a Development Agreement in which they would agree to pay for their fair share of impacts to the affected roadways;

WHEREAS, the Owner desires to obtain a Development Agreement by paying its fair share of impacts;

WHEREAS, the County has determined the Owner's fair share of costs to improve the affected roadway system;

WHEREAS, the County agrees that granting a Development Agreement is consistent with Ordinance 99-06;

WHEREAS, the County acknowledges Proposed and Future Development meet the goals and policies of the Nassau County Comprehensive Plan and Future Land Use Map as amended by the concurrent amendment with this Development Agreement;

WHEREAS, the Florida Local Government Development Agreement Act, Sections 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;

WHEREAS, the "Act" authorizes agreements for up to ten years and considered for an extension upon a showing of cause at a public hearing;

WHEREAS, the County's ordinances permit execution of such Development Agreement;

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;

WHEREAS, the construction of the Proposed Development will be of significant economic benefit to the citizens of the County by providing new jobs and needed commercial services;

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 approve the construction of up to 14,820 square feet of general commercial located on the Property, generating up to 909 average daily trips and 94 p.m. peak hour trips over a five year period from the effective date of this agreement as defined herein.

Owner Obligations and Consideration. Owner hereby covenants and agrees to the following commitments:

a. The Owner shall pay to the County the total sum of One Hundred Fourteen Thousand Dollars (\$114,000.00) based on a cost of \$3000 per trip for the total trip deficiency of

38 trips. Upon receipt of this amount the County will issue a certificate of concurrency required for approval by the Development Review Committee (DRC).

b. Owner agrees to complete the improvements set forth on the attached Exhibit B no later than the date of initial occupancy of building(s) on the Property.

c. Owner shall meet all FDOT requirements for access to the Property.

d. No later than twenty four (24) months from the effective date of this Agreement, Owner shall file a final site plan for the Property. Construction of all development on the site shall be completed within five years from the effective date of site plan approval.

e. Owner shall obtain all permits necessary to develop the Property including payment of impact fees and shall comply with all rules, regulations, laws, and other requirements governing development of the Property pursuant to the terms of this Agreement.

3. County Obligations.

a. By executing this Development Agreement, the County hereby issues to Owner, its heirs, successors or assigns, a Concurrency certificate for up to 14,820 square feet of general commercial located on the Property, generating up to 909 average daily trips and 94 p.m. peak hour trips.

b. This Agreement is made and granted pursuant to Nassau County Ordinance No. 99-06, as it may be amended from time to time, and Florida Statutes Section 163.3220-163.3243. Provided, however, this Agreement should not be construed to and does not exempt Owner from any obligation to pay for impact fees imposed by the County.

4. Extension of Agreement; Subsequent Changes to Concurrency Ordinance. The duration of this Agreement may be extended by the County after conducting a public hearing in the manner specified in Section 163.3225, Florida Statutes, as it may be amended from time to time. 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 State Constitutions.

5. Necessity to Obtain Permits. Owner 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 the Owner or any successor or assign of the necessity of complying with federal, state, and local permitting requirements, conditions, terms, or restrictions as may be applicable. No provision contained herein shall exempt the Owner from complying with Nassau County Code of Ordinances, including but not limited to Roadway and Drainage Standards.

6. Agreement Consistent with Comprehensive Plan and Florida Statutes 163.3180. The County hereby acknowledges and agrees that (i) the development contemplated by this 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.

7. Remedies If either the Owner or County fail shall to carry out any of its covenants or obligations contained herein, either party shall be entitled to all remedies available at law or in equity, including the remedies of specific performance and all forms of injunctive relief.

a. Owner 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

FDOT - Connection Permit
FDOT - Drainage Permit Final Development Plans, Final Plats, and Construction
Plans for Phases as applicable
Nassau County Certificate of Concurrence for Water, Sewer and Drainage, and Solid
Waste
Nassau County Right of Way Permits

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 (2004).

c. The Owner acknowledges that the County has informed him that FDOT may at some time in the future construct improvements that may be detrimental to his property and business.

8. Recording. Owner 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.

a. Within fourteen (14) days after the County executes this Development Agreement, the County shall record it with the Clerk of the Circuit Court. Within fourteen (14) days after this Development Agreement is recorded, the County shall submit a copy of it to the Florida Department of Community Affairs by certified mail, return receipt requested.

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 the Owner 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 the Owner or its successor 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 and 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 and thirty (30) days after it is received by the Florida Department of Community Affairs (the "Effective Date").

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 intention 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:	Michael S. Mullin County Attorney P. O. Box 1010 Fernandina Beach, Florida 32034
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For the Owner:	Susan C. McDonald, Attorney at Law Rogers, Towers, Bailey, Jones & Gay 1301 Riverplace Boulevard, Suite 1500 Jacksonville, FL 32207
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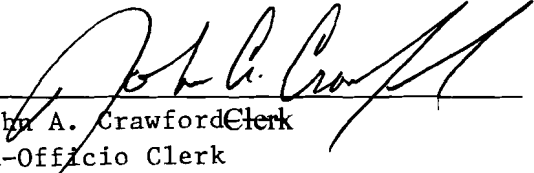
20. Benefits to County. The County hereby acknowledges and agrees that this Agreement substantially benefits the County in carrying out its comprehensive plan objectives and its capital improvement planning program to provide certainty in planning and scheduling traffic improvements to serve not only 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,

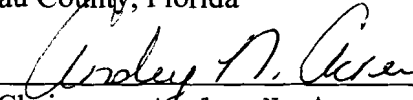
Florida, this 12TH day of December, 2005.

Attest: County Clerk

Board of County Commissioners
Nassau County, Florida

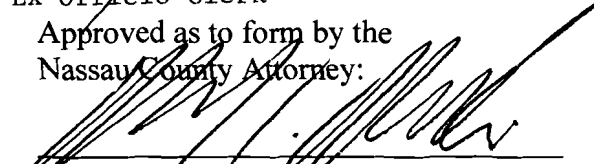


John A. Crawford
Clerk
Ex-Officio Clerk

By: 

~~Chairman~~ Ansley N. Acree
Chairman


Approved as to form by the
Nassau County Attorney:



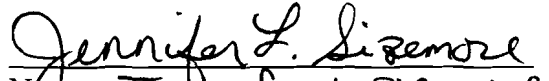
MICHAEL S. MULLIN

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth above.

Witness

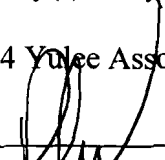


Name: Janet R. Coulter



Name: Jennifer L. Sizemore

2004 Yulee Associates, LLC



By: Manavotz

Date: 12-15-05

MAP SHOWING BOUNDARY SURVEY OF

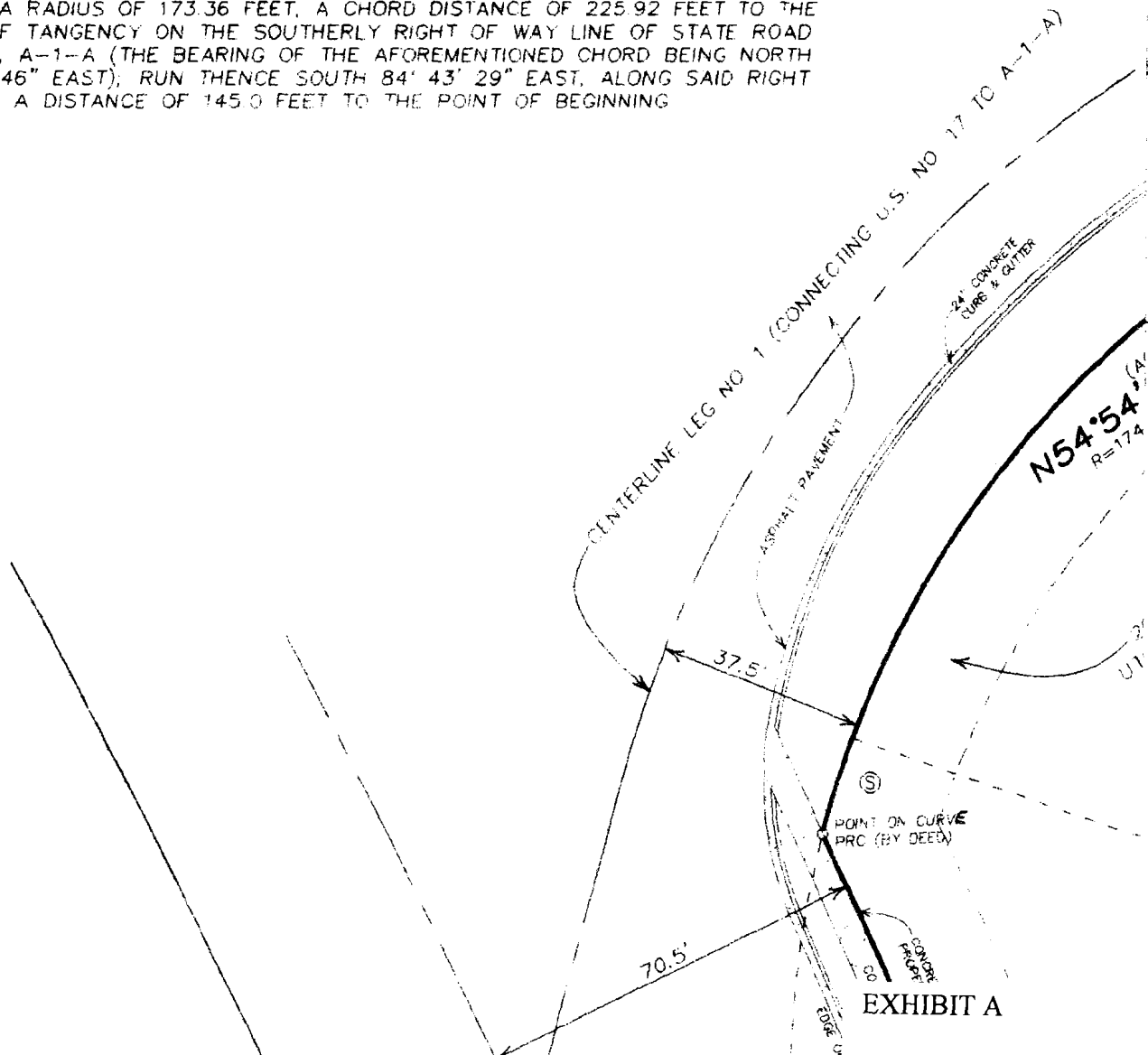
THAT CERTAIN PIECE, PARCEL OR TRACT OF LINE SITUATE, LYING AND BEING IN THE COUNTY OF NASSAU AND STATE OF FLORIDA, KNOWN AND DESCRIBED AS:

THE WEST ONE-HALF (1/2) OF LOT 7, ALL OF LOTS 8, 9, 10 AND A PORTION OF LOTS 11, 12 AND 13, EAST YULEE, NASSAU COUNTY, FLORIDA.

ACCORDING TO PLAT RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY IN PLAT BOOK 2, PAGE 25.

TOGETHER WITH A PORTION OF SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, AND A PORTION OF SECTION 51, TOWNSHIP 3 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS. BEGIN AT THE NORTHEASTERLY CORNER OF THE WEST ONE-HALF (1/2) OF LOT 7 AFOREMENTIONED; AND RUN SOUTH 5° 16' 31" WEST, ALONG THE EASTERLY LINE OF SAID WEST ONE-HALF (1/2) OF LOT 7 AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 182.0 FEET; RUN THENCE SOUTH 44° 45' 46" WEST, A DISTANCE OF 281.78 FEET TO THE ~~EASTERLY~~ RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 17 (A TRANSITION RIGHT OF WAY), RUN THENCE NORTH 25° 30' 59" WEST, A DISTANCE OF 35.31 FEET TO A POINT WHERE SAID RIGHT OF WAY LIES 70.5 FEET EASTERLY OF THE SURVEY LINE OF SAID HIGHWAY NO. 17; RUN THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY PARALLEL WITH SAID SURVEY LINE AND ALONG THE ARC OF A CURVE CONCAVE TO THE WESTERLY, HAVING A RADIUS OF 2,362.33 FEET, A CHORD DISTANCE OF 251.87 FEET TO THE POINT OF REVERSE CURVE (THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 22° 57' 03" WEST); RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE RIGHT OF WAY AND ARC OF SAID CURVE CONCAVE TO THE SOUTHEASTERLY HAVING A RADIUS OF 173.36 FEET, A CHORD DISTANCE OF 225.92 FEET TO THE POINT OF TANGENCY ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200, A-1-A (THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 54° 36' 46" EAST); RUN THENCE SOUTH 84° 43' 29" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 145.0 FEET TO THE POINT OF BEGINNING





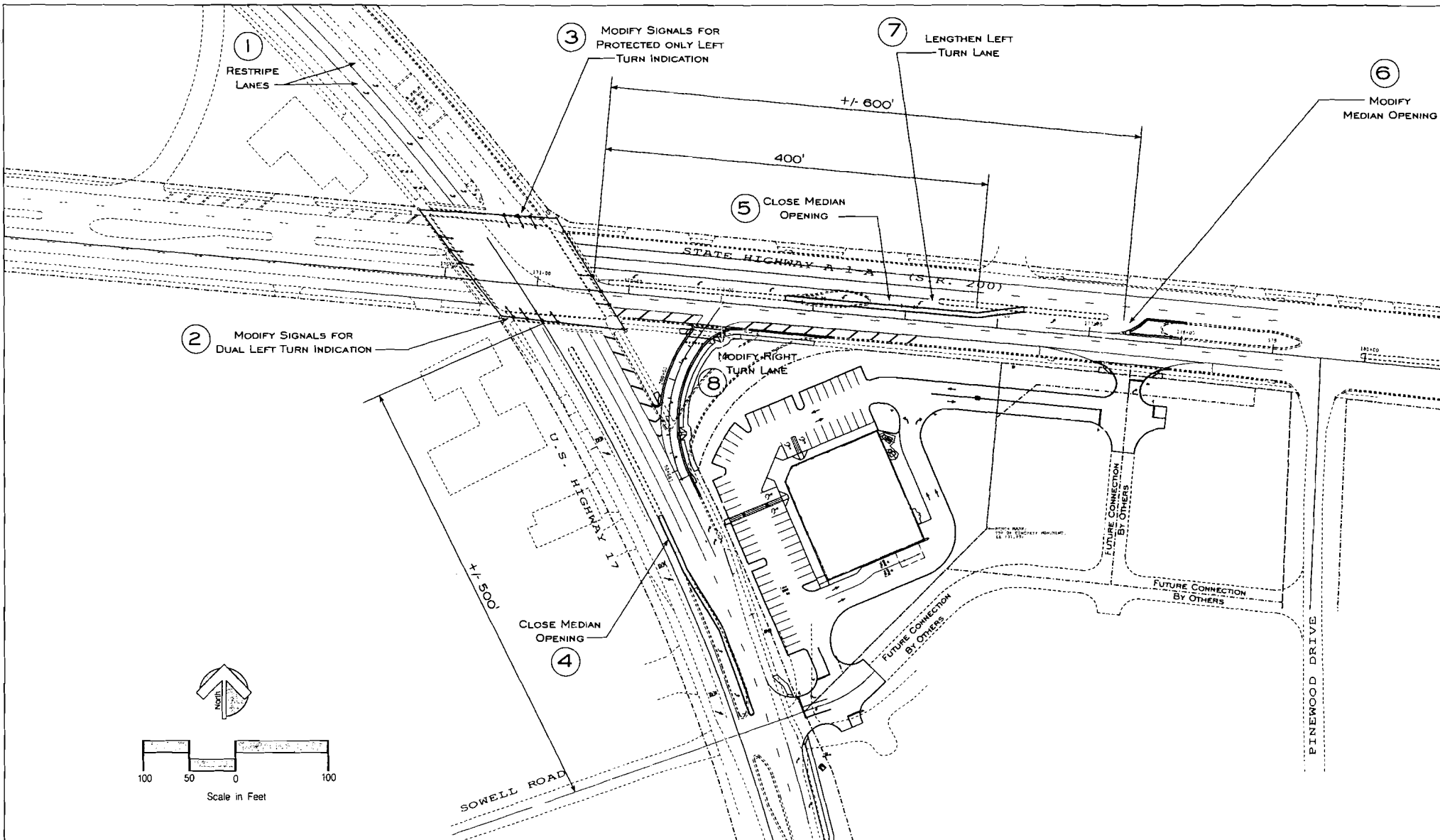
May 26, 2005

Re: SP04-027 - Walgreens – US 17 & SR 200
Off-Site Traffic Improvements

Upon approval by the Florida Department of Transportation, 2004 Yulee Associates, LLC agrees to complete the following off-site roadway improvements.

1. Re-stripe the southbound lanes on US 17 to two left turn lanes and one through lane.
2. Modify overhead signals for the southbound movement to two three-section left turn signals and two three-section through signals.
3. Modify the overhead signals for the northbound left turn movement to display protected only indication including the replacement of up to two concrete strain signal poles.
4. Close the median opening on US 17 that is located approximately 250-feet from SR A1A (SR 200).
5. Close the median opening on SR A1A (SR 200) that is located approximately 350-feet to the east of US 17.
6. Modify the median opening on SR A1A (SR 200) that is located approximately 600-feet east of US 17 to a directional operation with left turns from the west only.
7. Extend the left turn lane on the east approach to a total length of approximately 400-feet.
8. Re-construct the northbound right turn lane on US 17 to provide a better line of sight and provide right-turn traffic control compatible with 1 and 2 above, in accordance with FDOT requirements.

The improvements listed above are shown on the attached Access Plan for Walgreens.



DATE	DESCRIPTION

PROJECT MGR. B. TAYLOR
 DESIGNED BY D. MCCRANIE
 DRAWN BY B. TAYLOR
 CHECKED BY A. DEWALT

McCranie & Associates, Inc.
 LAND DEVELOPMENT - ROADWAY DESIGN - PERMITTING
 CA # 00008260

McCranie & Associates, Inc.
 ENGINEERS

McCranie & Associates, Inc.
 88002 CHRISTIAN WAY - SUITE 101 - YULEE, FLORIDA 32097
 LAND DEVELOPMENT - ROADWAY DESIGN - PERMITTING
 CA # 00008260

DIMENSIONS AND NOTES TAKE PRECEDENCE

WALGREENS
 US 17 & SR 200

2004 YULEE ASSOCIATES, LLC

PROPOSED ACCESS PLAN

PROJECT NO. 04017

SHEET NO. AC-1

TITLE DATE

DATE