



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, as amended. All on-site water mains installed by the Developer shall be sized in order to meet the fire flow requirements of the County. The County assumes no responsibility whatsoever for the adequacy in regard to the fire flow of the Developer's on-site water mains.

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

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

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

7. The estimated CIAC is further based upon a charge of \$750.00 for administrative and legal fees, and \$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 seventy-four (74) units and seventy-four (74) Equivalent Residential Connections ("ERC's"), 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 18,500 GPD of water service capacity and 18,500 GPD of wastewater service capacity to the Developer for use by the Developer with its improvements to The Enclave at Summer Beach. 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.

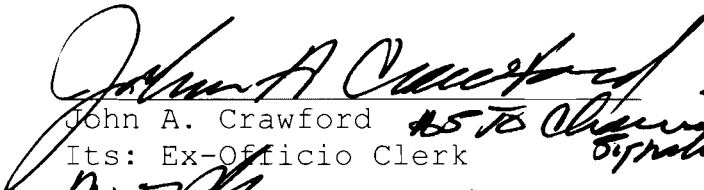
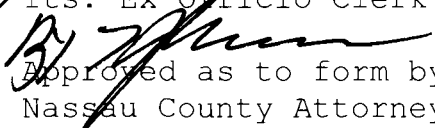
f. This Agreement shall be recorded at the Developer's expense.

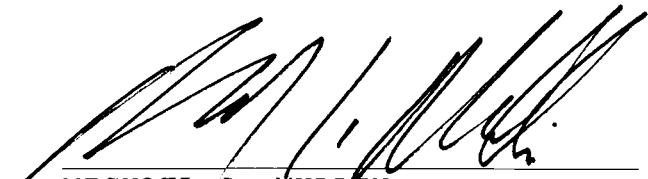
19. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

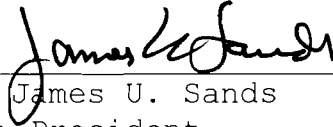
  
THOMAS D. BRANAN, JR.  
Its: Chairman

ATTEST:

  
John A. Crawford *As to Chairman's signature only*  
Its: Ex-Officio Clerk  
  
Approved as to form by the  
Nassau County Attorney

  
MICHAEL S. MULLIN

DEVELOPER:  
The Buccaneer Land Partners,  
L.L.C.



By: James U. Sands  
Its: President

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June, 2006, by James U. Sands, as President of The Buccaneer Land Partners, LLC, a Florida limited liability corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.



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/agreements/nau-dev-agreement-draft

**EXHIBIT "A"**

Legal Description of the property.

**EXHIBIT A**

All that certain plat, piece or parcel of land, with any improvements thereon, situate, lying and being in Nassau County, Florida, described as:

**PARCEL I**  
**SOUTH TRACT**

A PORTION OF LOT 2, "AMELIA" A SUBDIVISION IN SECTION 15, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

According to Plat recorded in the Public Records of said County in Deed Book "Y", Page 128.

Said portion being more particularly described as follows: Begin at the Southeast corner of Lot 2 aforementioned; and run South 84° -55' West along the Southerly line of said Lot, a distance of 654.0' feet; run thence North 5° -05' West departing said line, a distance of 100.0' feet; run thence South 84° -55' West, a distance of 50.0' feet; run thence South 5° -05' East, a distance of 100.0' feet to the South line of Lot 2 aforesaid; run thence South 84° 55' West along said line, a distance of 139.10' feet; run thence North 13° - 04' West, departing said line, a distance of 100.0' feet; run thence South 84° -55' West, a distance of 100.0' feet to the Easterly right-of-way line of State Road No. 105, A-1-A (a 33.0' foot R/W); run thence in a northerly direction along said right-of-way and along the arc of a curve concave to the Westerly, having a radius of 2,964.79' feet, passing through a central angle of 3° -48'57" an arc distance of 197.45' feet (the aforesaid arc has a chord distance of 197.42' feet that bears North 15° -51' -24" West); run thence South 89° 45' 27" East departing said right-of-way, a distance of 950.46' feet to the Easterly line of Lot 2 aforementioned; run thence South 18°- 06' East along said Easterly line a distance of 210.22' feet to the POINT OF BEGINNING.

Parcel ID No. 00 00 30 0780 0002 0060

Said lands described herein are the same lands as described in Warranty Deed recorded in Official Records Book 665 Page 857, public records of Nassau County, Florida.

AND

**PARCEL II**

The part of Lot 2 of Amelia, a subdivision of Section 15, Township 2 North, Range 28 East, according to a plat recorded in Deed Book "Y", at page 128, of the public records of Nassau County, Florida described as follows:

A portion of Lot 2, Amelia, a subdivision in Section 15, Township 2 North, Range 28 East, Nassau County, Florida, according to a plat recorded in Plat Book "Y", page 128, public records of Nassau County, Florida, more particularly described as follows:

For the point of beginning, start at the intersection of the southerly boundary line of said Lot 2 with the easterly right-of-way line of State Road No. 105 (also known as Highway A-1-A) as it

now exists; thence proceed easterly along said southerly boundary line of Lot 2 to the southeast corner of said Lot 2; thence in a northerly direction along the easterly boundary line of said Lot 2, a distance of 247.46 feet to a point in said easterly boundary line; thence westerly along a line that is parallel to the aforesaid southerly boundary line to a point in the easterly right-of-way line of said State Road No. 105; thence proceed in a southerly direction along the said easterly right-of-way to the point of beginning.

The northerly line of the parcel herein described is the same as the southerly line of the property conveyed by Deed dated November 7, 1989 and recorded in Official Records Book 586 Page 559, public records Nassau County, Florida, given by Bertha B. Courson to Rowena C. Nylund, as to the portion of Lot 2, Amelia, therein described.

Parcel ID No. 00 00 30 0780 0002 0020

LESS AND EXCEPT

PARCEL I  
SOUTH TRACT

A PORTION OF LOT 2, "AMELIA" A SUBDIVISION IN SECTION 15, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

According to Plat recorded in the Public Records of said County in Deed Book "Y", Page 128.

Said portion being more particularly described as follows: Begin at the Southeast corner of Lot 2 aforementioned; and run South 84° - 55' West along the Southerly line of said Lot, a distance of 654.0' feet; run thence North 5° - 05' West departing said line, a distance of 100.0' feet; run thence South 84° - 55' West, a distance of 50.0' feet; run thence South 5° - 05' East, a distance of 100.0' feet to the South line of Lot 2 aforesaid; run thence South 84° 55' West along said line, a distance of 139.10' feet; run thence North 13° - 04' West, departing said line, a distance of 100.0' feet; run thence South 84° - 55' West, a distance of 100.0' feet to the Easterly right-of-way line of State Road No. 105, A-1-A (a 80.0' foot R/W); run thence in a northerly direction along said right-of-way and along the arc of a curve concave to the Westerly, having a radius of 2,964.79' feet, passing through a central angle of 3° - 48' 57" an arc distance of 197.45' feet (the aforesaid arc has a chord distance of 197.42' feet that bears North 15° - 51' - 24" West); run thence South 89° 45' 27" East departing said right-of-way, a distance of 950.46' feet to the Easterly line of Lot 2 aforementioned; run thence South 18° - 06' East along said Easterly line a distance of 210.22' feet to the POINT OF BEGINNING.

Said lands described herein are the same lands as described in Warranty Deed recorded in Official Records Book 665 Page 857, public records of Nassau County, Florida.

AND

PARCEL II

The North One-half of the following described lands:

A portion of the South One-Half (S ½) of Lot Two (2) of "Amelia", a subdivision in Section Fifteen (15), Township 2 North, Range 28 East, Nassau County, Florida, according to a plat recorded in the public records of said County in Plat Book "Y", Page 128, said portion herein described being more particularly described as follows:

For point of beginning commence at an iron pipe located at the intersection of the southerly line of said Section 15 with the easterly right-of-way line of State Road No. 105 (U.S. Highway No. A-1-A) as now established and run in a northerly direction along the right-of-way line and along the arc of a curve, concave to the west, having a radius of 2964.79 feet, a chord distance of 100 feet to an iron pipe, the bearing of the aforementioned chord being North 13 degrees 04 minutes West, run then North 84 degrees 55 minutes East, parallel to the southerly line of said Section Fifteen (15), a distance of 100.0 feet to an iron pipe; run thence South 13 degrees 04 minutes East, a distance of 100.0 feet to an iron pipe in said southerly line of Section Fifteen (15); run thence South 84 degrees 55 minutes West, along said southerly line, a distance of 100.0 feet to the point of beginning.

TOGETHER with all right, title and interest, if any, of the parties of the first part in any streets and roads abutting the above described premises to the center lines thereof.

MAY 15 2006 2:43PM

Legu. <sup>SUMMER BEACH REALTY</sup> tion  
Enclave II

NO. 570

P. 4

Exhibit A [Pg 1 of 2 pages]

Property being in Nassau County, State of Florida, to wit:

Lot Three (3), Section Fifteen (15), Township Two (2) North,  
Range Twenty-eight (28) East, more particularly described  
as:

Lot Three (3) of AMELIA, a subdivision of Section Fifteen (15);  
Township Two (2) North, Range Twenty-eight (28) East, according  
to plat of said subdivision recorded in Deed Book "Y", page 128,  
of the public records of Nassau County, Florida.



**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"**

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

**EXHIBIT "D"**

Calculation of fees for plant capacity and main extension charges for the Enclave at Summer Beach.

**WATER:**

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Plant capacity Water: 74 @ 933.33 = \$69,066.42  
Main Extension Water: 74 @ 468.30 = \$34,654.20

**Wastewater:**

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Plant capacity Wastewater: 74 @ 1733.33 = \$128,266.42  
Main Extension Wastewater: 74 @ 504.00 = \$ 37,296.00

**SUBTOTAL= \$ 269,283.04**

Plan Review: (PBS&J) 1 @ \$800.00=\$ 800.00  
Oversight & Inspections: 3 @ \$570.00=\$1,710.00  
Administrative / Legal: 1 @ \$750.00=\$ 750.00

**Total payable to Nassau County Board of County Commissioners.**

**Balance Due: \$ 272,543.04**

**Recording Fee:** Payable to the Clerk of Courts:

\$163.00