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Return To:  
Joyce Bradley

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(18)

Prepared by ~~and return to~~:  
Christina E. Parrish, Esq.  
13400 Sutton Park Drive, South, Suite 1402  
Jacksonville, Florida 32224

INSTR # 200607622  
OR BK 01393 PGS 0252-0369  
RECORDED 03/02/2006 02:40:46 PM  
JOHN A. CRAWFORD  
CLERK OF CIRCUIT COURT  
NASSAU COUNTY, FLORIDA  
RECORDING FEES 1,004.50

Rec 1004.50

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("Agreement") is entered into this 27<sup>th</sup> day of February, 2006 by and between Amelia National Enterprise, LLC, a Florida limited liability company; TerraPointe L.L.C., a Delaware limited liability company; Lofton Pointe, Inc., a Florida corporation; Amelia Concourse Development, LLC, a Florida limited liability company; SEDA Construction Company, a Florida corporation; Round Hill Investment Company, LLC, a Florida limited liability company; LandMar Group, Inc., a Florida corporation; and Woodside Amelia Lakes, LLC, a Florida limited liability company, their heirs, successors, or assigns (the "Owners") and Nassau County, a political subdivision of the State of Florida (the "County").

WITNESSETH:

WHEREAS, the Owners and the County entered into the Development Agreement dated September 8, 2003 and attached as Exhibit "A" (the "Development Agreement") to set forth the terms and conditions under which the roadway known as Amelia Concourse and related improvements (the "Improvements") would be built in consideration for which the County would grant transportation concurrency to the Owners;

WHEREAS, construction of Amelia Concourse is proceeding on a delayed schedule;

WHEREAS, certain development on Owner's property has been or shall be completed to the point of occupancy prior to completion of the Improvements;

WHEREAS, the Development Agreement provides, in part, that "[n]o certificates of occupancy may be issued on the Owner's Property until the Improvements are completed. Provided however, as four lanes of the Improvements have been constructed adjacent to an Owner's Property and approved by the County as a part of the bonded contract for construction of the entire four lane project, certificates of occupancy may be

issued for development on the Owner's property adjacent to the four lanes of the Improvements";

WHEREAS, certain property owners in Amelia National cannot obtain certificates of occupancy based upon the fact that the Developers have not completed four (4) lanes to the property; and

WHEREAS, the Developer has requested an amendment to the Development Agreement to accommodate the property owners; and

WHEREAS, pursuant to a Contribution Agreement dated August 19, 2005 and attached as Exhibit "B", the Owners have secured a letter of credit, benefiting the County, in an amount sufficient to fund all remaining costs of construction of the Improvements;

WHEREAS, the Owners and the County desire to amend the Development Agreement to provide for the issuance of a limited number of certificates of occupancy for completed development on the Owners' Property prior to completion of the Improvements;

WHEREAS, the Florida Local Government Development Agreement Act, Sections 163.3220 – 163.3243, Florida Statutes (the "Act") provides that a development agreement may be amended by mutual consent of the parties to the agreement or by their successors in interest;

WHEREAS, the County's ordinances permit execution of such amendments to a development agreement;

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

2. Amendment. Section 4, paragraph d. of the Development Agreement is hereby amended in its entirety as follows:

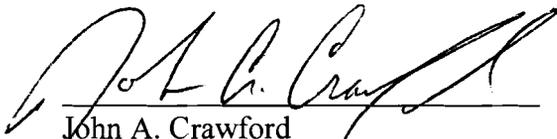
- d. The County agrees that an Owner may continue to submit plans for development on Owner's property concurrent with the design, engineering, and completion of construction of the Improvements up to the point of occupancy of development on the Owner's Property. No certificates of occupancy may be issued on the Owner's Property until the Improvements are completed, except that:

- (i) so long as the Maintenance of Traffic plan attached as Exhibit C-1 has been implemented, up to twenty-five (25) certificates of occupancy for single family residences and two (2) modular structures for the temporary golf pro shop and the private quarters sales office may be issued subject to building regulations for development on an Owner's property adjacent to the First Permitted Segment of Amelia Concourse (as described in the Contribution Agreement) after two lanes of the Improvements have been paved with ~~a base course~~ the first layer of asphalt per plan and temporary traffic striping in place as approved by the Director of Engineering Services and the County Administrator; and
  
- (ii) so long as the Amelia Concourse Signing and Pavement Markings plan attached as Exhibit C-2 has been implemented, all certificates of occupancy for development on an Owner's Property may be issued after the portion of the Improvements adjacent to such property has been completed in accordance with the scope of work for Amelia Concourse. It is agreed that street lighting, landscaping and thermoplastic striping need not be complete prior to the issuance of such certificates of occupancy.

3. Force and Effect. Except as specifically modified hereby, the terms and provisions of the Development Agreement shall remain in full force and effect.

Passed and Duly Adopted by the Board of County Commissioners of Nassau County, Florida, this 27th day of February, 2006.

Attest: County Clerk

  
\_\_\_\_\_  
John A. Crawford  
Its Ex-Officio Clerk

Board of County Commissioners  
Nassau County, Florida

  
\_\_\_\_\_  
THOMAS D. BRANAN, JR.  
Its Chairman

Approved as to form by the  
Nassau County Attorney

  
\_\_\_\_\_  
Michael S. Mullin

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Witness

  
Name: Jeff M. Lawrence

Virginia Bottom  
Name: Virginia Bottom

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Witness

Name: \_\_\_\_\_

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Witness

Name: \_\_\_\_\_

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**Amelia National Enterprise, L.L.C.**

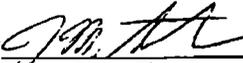
By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**TerraPointe LLC**

By: 

Name: J.M. STACKPOLE

Its: J.P.

Date: 3-1-06

**Lofton Pointe, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Amelia Concourse Development, L.L.C.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**SEDA Construction Company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

Jesse B. Murphy  
Name: ELOU B. MURPHY  
Christine E. Parrish  
Name: Christine E. Parrish

Witness

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Name: \_\_\_\_\_  
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Witness

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\_\_\_\_\_  
Name: \_\_\_\_\_

Witness

Jessie M. Terrie  
Name: Jessie M. Terrie  
Jill Lambert  
Name: Jill Lambert

**Amelia National Enterprise, L.L.C.**

By: Mitchell E. Montenegro  
Name: Mitchell E. Montenegro  
Its: \_\_\_\_\_  
Date: March 1, 2006

**TerraPointe, L.L.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Lofton Pointe, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**Amelia Concourse Development, L.L.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**SEDA Construction Company**

By: John A. Semanik  
Name: John A. Semanik  
Date: 3-1-06

Witness

Name: \_\_\_\_\_

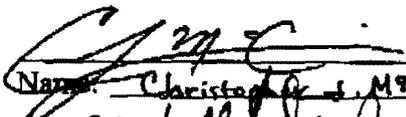
Name: \_\_\_\_\_

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Witness

  
Name: Christopher J. McCrosbie  
  
Name: Michelle Stephens

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Amelia National Enterprise, L.L.C.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

TerraPointe, L.L.C.

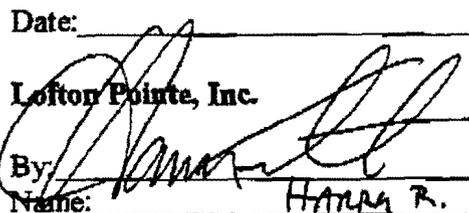
By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Lofton Pointe, Inc.

  
By: \_\_\_\_\_  
Name: HARRY R. TREVETT

Date: 3/2/2006

Amelia Concourse Development, L.L.C.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

SEDA Construction Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

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Name: \_\_\_\_\_

Witness

Sharon A. Hudson  
Name: SHARON A. HUDSON

Ladwynna Harris  
Name: LADWYNNA HARRIS

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

**Amelia National Enterprise, L.L.C.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**TerraPointe, L.L.C.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Lefton Pointe, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Amelia Concourse Development, L.L.C.**

By: Gregory E. Matovina

Name: GREGORY E. MATOVINA

Its: MANAGING MEMBER

Date: 3/1/06

**SEDA Construction Company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

Margaret M. Beard  
Name: Margaret M. Beard  
C. Parrish  
Name: Christina E. Parrish

Round Hill Investment Company, LLC

By: Wint A. Beard  
Name: Wint A. Beard, II  
Date: 2/28/06

Witness

\_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_  
Name: \_\_\_\_\_

Amelia Development, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness

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Name: \_\_\_\_\_  
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Name: \_\_\_\_\_

LandMar Group, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness

\_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_  
Name: \_\_\_\_\_

Woodside Amelia Lakes, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

z:\myers\Amelia-concourse-dev-agmt-umd-1

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Witness

Paula V. Peters  
Name: PAULA V. PETERS

Jolanna E. Deal  
Name: JOLANNA E. DEAL

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Round Hill Investment Company, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Amelia Development, LLC

By: [Signature]  
Name: DENNIS V. JADWISKY

Date: 2/28/06

LandMar Group, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Woodside Amelia Lakes, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

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Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Witness

Barbara Hall  
Name: Barbara Hall

Kirk Woodland  
Name: Kirk Woodland

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

**Round Hill Investment Company, LLC**  
A Florida limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Amelia Development, LLC**  
A Florida limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**LandMar Group, LLC for Hampton Lakes, LLC**  
A Florida corporation

By: Margaret Jenness

Name: MARGARET JENNESSE  
VICE PRESIDENT

Date: 3/1/06

**Woodside Amelia Lakes, LLC**  
A Florida limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

z:\myers\Amelia-concourse\dev-agmt-amd-1

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Witness

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Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Witness

Name: Jonathan D Wandle

Name: Christy Carroll

**Round Hill Investment Company, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Amelia Development, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**LandMar Group, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Woodside Amelia Lakes, LLC**

By: W. Howard White

Name: W. Howard White

Date: 2-28-06

Witness

Becky B. Woodley  
Name: Becky B. Woodley

Lee B. Lewis  
Name: Lee B. Lewis

Concourse Development, Inc.

By: [Signature]  
William J. Mock, Jr.  
Its President

Date: 3/1/06

Prepared By and Return To:  
Susan C. McDonald, Esquire  
Rogers Towers  
1301 Riverplace Blvd., Suite 1500  
Jacksonville, FL 32207  
(904) 346-5587

**EXHIBIT A**

INSTR # 200344781  
OR BK 01195 PGS 0238-0277  
RECORDED 12/12/2003 04:03:43 PM  
J. M. OXLEY JR  
CLERK OF CIRCUIT COURT  
NASSAU COUNTY, FLORIDA  
RECORDING FEES 181.50

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT**, made this 8<sup>th</sup> day of September, 2003, by and between Amelia National Enterprise, L.L.C., a Florida limited liability corporation (“ANE”), Rayland L.L.C., a Delaware limited liability company (“Rayland”), Lofton Pointe, Inc., a Florida corporation (“Lofton”), Amelia Concourse Development, L.L.C., a Florida limited liability corporation (“ACD”), Seda Construction, a Florida corporation (“Seda”), Robert A. and Sook Marino, husband and wife (“Marino”), their heirs, successors, or assigns (“Owners”), and NASSAU COUNTY, a political subdivision of the State of Florida (the “County”).

**WITNESSETH:**

**WHEREAS**, the Owners own and intend to develop certain parcels of property as more particularly described (“Proposed Development”) herein located in a strategic and rapidly growing area south of State Road 200/A1A and west of County Road 107 (“the Property”);

**WHEREAS**, to respond to the needs of health, safety and welfare of the residents of the area and to better evacuate residents from the Nassauville area in the event of a hurricane, County determined that County Road 107 needs to be widened to increase its capacity or an alternative route needs to be constructed to meet this need;

**WHEREAS**, the County has determined that construction of an alternate route would be the safest and most practical solution in order to timely respond to the need to improve the hurricane evacuation route for residents in the area;

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**WHEREAS**, the Owners need additional roadway improvements to be constructed to provide primary access to their property;

**WHEREAS**, such additional roadway improvements would also provide an alternative route to improve the hurricane evacuation system needed by the County;

**WHEREAS**, the Owners need county approval of transportation concurrency to enable them to develop their property;

**WHEREAS**, the Owners and the County desire to enter into an agreement to set forth the terms and conditions under which this alternative roadway would be built in consideration for which the County would grant transportation concurrency to the Owners;

**WHEREAS**, improvements will be called Amelia Concourse and will include construction, maintenance, lighting, drainage and landscaping;

**WHEREAS**, the parties desire to fund a portion of the Amelia Concourse improvements through the issuance of bonds secured by the proceeds of special assessments imposed against the Property by creation of a Municipal Special Bonding Unit (MSBU);

**WHEREAS**, such an agreement 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, to promote compatibility with surrounding land uses; Objectives 2.02 and 2.05 to provide for safe hurricane evacuation facilities for the citizens of Nassau County and to provide transportation infrastructure adequate to meet the impacts of development;

**Public Facility Schedule**

The following public facilities will serve the development proposed for the Property through the ten (10) years of the Development Agreement to 2013.

- (1) Transportation -- This Development Agreement meets the requirements of Section 163.3180(2), F.S. regarding the provision of roads. A traffic analysis was conducted to determine that all impacted road segments will continue to operate within the level of service standard set forth in the Nassau County Comprehensive Plan or in the alternative will meet the requirements and/or intent of the Nassau County Fair Share Ordinance.
- (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 of Phase II.
- (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**, the County acknowledges Proposed Development meets the goals and **policies** of the Nassau County Comprehensive Plan and Future Land Use Map;

**WHEREAS**, the County deems it to be in the public interest to recognize the benefits of the Proposed Development;

**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 in the office and commercial areas and a variety of housing opportunities in the residential areas, will substantially augment the ad valorem tax base of the County, and enhance the health, safety and welfare of the citizens of Nassau County;

**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:

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

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

To establish procedures by which each of the Owners may be granted concurrency to the extent specified herein in consideration for the funding and construction of the Amelia Concourse Improvements (“Improvements”) as further described on Exhibit A attached. Each Owner agrees that its Property is located within the Amelia Concourse Assessment Area and further agrees that it will be benefited from construction of the Improvements.

2. Assignment of Daily Trips to Owners.

a. Amelia National Enterprise- Amelia National Enterprise is the owner of the property described on Exhibit B which is also on Parcel A as reflected on the MSBU Assessment Area Map attached as Exhibit H (“ANE Lands”). ANE is hereby relieved of all obligations under that certain concurrency certificate dated May 3, 2002. ANE is hereby granted concurrency to be used on ANE Lands for 729 single family units, 20 multifamily units, 20,000 square feet of commercial development, and a 206.79 acre golf course and clubhouse or 9890 daily trips pursuant to the terms and conditions of this Agreement.

b. Lofton Pointe, Inc.- Lofton is the owner of the property described on Exhibit C which is Parcel B on the attached Exhibit H. (“Lofton Lands”) Lofton is hereby granted concurrency to be used on Lofton Lands for 16,000 square feet of general commercial or 1397 daily trips pursuant to the terms and conditions of this Agreement.

c. Amelia Concourse Development, L.L.C. –Amelia Concourse Development, L.L.C. is the owner of the property described on Exhibit D which is Parcel E on the attached Exhibit H (“ACD Lands”). ACD is hereby granted concurrency to be

used on the ACD Lands for 106 single family residential units or 1014 daily trips pursuant to the terms and conditions of this Agreement.

d. Seda Construction Company – Seda Construction Company is the owner of property described on Exhibit E which is Parcel G on the attached Exhibit H. (“Seda Lands”) Seda is hereby granted concurrency to be used on the Seda Lands for 210 single family residential units or 2010 daily trips pursuant to the terms and conditions of this Agreement.

e. Robert A. and Sook Marino— Robert A. and Sook Marino are the owners of the property described on Exhibit F which is Parcel J on the attached Exhibit H. (“Marino Lands”) Marino is hereby granted concurrency to be used on the Marino Lands for 149 single family residential units or 1426 daily trips pursuant to the terms and conditions of this Agreement.

f. Rayland, LLC -- Rayland, LLC is the owner of the property described on Exhibit G which is comprised of Parcels I, K, and L on the attached Exhibit H. (“Rayland Lands”). Rayland, LLC is hereby granted concurrency to be used on the Rayland Lands for (i) 749 single family residential units, 300 multifamily residential units, and 30,000 square feet of general commercial and a total of 11,662 daily trips on Parcel I, (ii) 100 single family residential units and 100,000 square feet of general commercial and a total of 6855 daily trips on Parcel K, and (iii) 500 single family residential units and a total of 4785 daily trips on Parcel L pursuant to the terms and conditions of this Agreement. The County hereby acknowledges that Rayland LLC is a land seller. Rayland LLC agrees to donate right of way to the County for the Amelia Concourse Improvements with a value of Three Hundred Thousand and no/100 Dollars (\$300,000.00) at such time as the MSBU

is created and a county contribution is required. This donation is based on thirty acres of right of way valued at Ten Thousand and no/100 Dollars (\$10,000.00) per acre.

3. Term of Concurrency, Transferability. So long as any Owner is in compliance with this Agreement, such Owner shall maintain the allocation of transportation concurrency for the period of the Agreement. Each owner's allocation of concurrency shall run with its Property and the benefits under this Agreement are transferable to each Owner's heirs, successors and assigns. Provided however, the parties agree that daily trips may be transferred from one Property to the other so long as the Property is within the Amelia Concourse Assessment Area. So long as the number of daily trips assigned to the Parcel is not exceeded, any Owner may vary uses, the number of units and/or square feet on a Parcel using the trip generation data set forth in the Amelia Concourse Assessment Resolution subject to the requirements of Florida Statutes 380.06 and pertinent zoning requirements of the Parcel itself.

4. County Obligations.

a. 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 citizens of the County.

b. This Agreement is consistent with Nassau County Ordinance No. 99-06, as it may be amended from time to time, and Florida Statutes Section 163.3220-163.3243 and is effective through the December 31, 2013 or within any applicable extension to this Agreement issued or agreed to by the County.

c. The County grants each Owner an exemption from the payment of fifty percent (50%) of the prevailing transportation impact fees on the Property which is the subject of this Agreement. This exemption will expire on the earlier of the following events: (i) the expiration of this agreement or (ii) the expiration of the MSBU.

d. The County agrees that Owners may continue to submit plans for development on Owner's property concurrent with the design, engineering, and completion of construction of the Improvements up to the point of occupancy of development on the Owner's Property . No certificates of occupancy may be issued on the Owner's Property until the Improvements are completed. Provided however, as four lanes of the Improvements have been constructed adjacent to an Owner's Property and approved by the County as a part of the bonded contract for construction of the entire four lane project, certificates of occupancy may be issued for development on the Owner's property adjacent to the four lanes of the Improvements.

5. 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. 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 the 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. For purposes of determining whether units or square feet have met concurrency requirements under this Agreement, final engineering plans must be submitted to the County prior to the expiration of this Agreement.

6. Necessity to Obtain Permits and Perform Traffic Signalization Study.

Owners hereby acknowledge 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. When required by the County, Owners agree to fund a transportation analysis to determine timing changes for signalization at the intersections of State Road 200 at U.S. 17 and State Road 200 at Nassauville Road. The results of the analysis will be furnished to the Florida Department of Transportation in order that such changes may be implemented.

7. 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.

8. Permitting Requirements. 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  
Drainage Permit Final Development Plans, Final Plats, and Construction  
Plans for Phases as applicable  
Nassau County Certificate of Concurrency for Water, Sewer and Drainage, and  
Solid Waste  
Nassau County Right of Way Permits

9. Subsequently Adopted Regulations. The County may apply subsequently adopted regulations and policies to the Proposed Development only upon meeting the requirements of Section 163.3233 Florida Statutes (2002).

10. Reporting. Beginning one year after the Effective Date of this Agreement as defined herein, the Owner 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 herein above.

11. Recording.

a. Owners shall pay all costs related to providing notice and advertising this Agreement under Section 163.3225, Florida Statutes, and the cost of recording this Agreement.

b. 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.

12. 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.

13. 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.

14. 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.

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

16. 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.

17. 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.

18. Effective Date; Duration of Agreement. This Agreement shall become effective after it has been recorded in the public records of Nassau County, after approval of the MSBU, 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 debt incurred for construction of the Improvements is repaid in full or (ii) the tenth 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 ten (10) years unless extended as set forth above.

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

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

21. 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.

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

For the County:                   The Management Team  
P. O. Box 1010  
Fernandina Beach, Florida 32034

For the Owner:                   Susan C. McDonald, Attorney at Law  
Rogers Towers  
1301 Riverplace Boulevard, Suite 1500  
Jacksonville, FL 32207

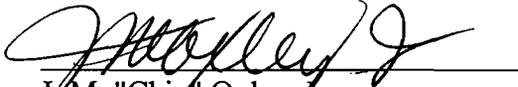
23. Benefits to County. The County hereby acknowledges and agrees that this Agreement substantially benefits the County in carrying out its comprehensive plan objectives, its hurricane evacuation procedures, and its capital improvement planning program to provide certainty in planning and scheduling 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 8th day of September, 2003.

Attest: County Clerk

Board of County Commissioners  
Nassau County, Florida

  
\_\_\_\_\_  
J.M. "Chip" Oxley, Jr.  
Its: Ex-Officio Clerk

By:   
\_\_\_\_\_  
VICKIE SAMUS  
Its: Chairman

Approved as to form by the  
Nassau County Attorney

  
\_\_\_\_\_  
MICHAEL S. MULLIN

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 below.

Witness

Amelia National Enterprise, L.L.C.  
By Montgomery Land Company  
Its Managing Member

Elsa B. Murphy  
Name: Elsa B. Murphy

By: Mitchell R. Montgomery  
Mitchell R. Montgomery  
Its President

Patsy A. Hite  
Name: Patsy A. Hite

Date: 9-9-03

Witness

Amelia Concourse Development, L.L.C.

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

Lofton Pointe, Inc.

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

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 below.

Witness

Amelia National Enterprise, L.L.C.

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

Amelia Concourse Development, L.L.C.

Becky B Worsley  
Name: Becky B Worsley

By: \_\_\_\_\_

Name: WILLIAM J. MOCK JR.

Its: MANAGING MEMBER

Norma F. Douglas  
Name: NORMA F. DOUGLAS

Date: 9/17/03

Witness

Lofton Pointe, Inc.

Becky B. Worsley  
Name: Becky B Worsley

By: \_\_\_\_\_

Name: HARRY S. TREVETT

Norma F. Douglas  
Name: NORMA F. DOUGLAS

Date: 9/17/03

Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Witness

*William J. Watson*  
Name: WILLIAM J. WATSON

*Virginia B Batten*  
Name: Virginia B Batten

Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Robert A. Marino

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Sook. Marino

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Rayland, LLC  
By Its Manager, Rayonier Timberlands  
Management, Inc.

By: *W. D. Erickson*  
Name: W.D. ERICKSEN

Date: 11/10/03

SEDA Construction Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

Linda Miranda  
Name: Linda Miranda

Name: \_\_\_\_\_

Witness

Linda Miranda  
Name: Linda Miranda

Name: \_\_\_\_\_

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Robert A. Marino

By: [Signature]  
Name: 9/30/03

Date: 9/30/03

Sook. Marino

By: [Signature]  
Name: SOOK MARINO

Date: \_\_\_\_\_

Rayland, LLC  
By Its Manager, Rayonier Timberlands  
Management, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

SEDA Construction Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

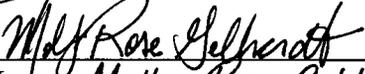
Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Witness

  
Name: Jennie M. Lesniak

  
Name: Molly Rose Gebhardt

Robert A. Marino

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Sook. Marino

By: \_\_\_\_\_  
Name: \_\_\_\_\_

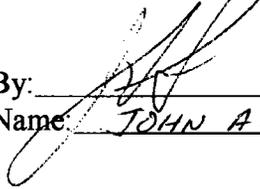
Date: \_\_\_\_\_

Rayland, LLC  
By Its Manager, Rayonier Timberlands  
Management, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

SEDA Construction Company

By:   
Name: JOHN A. SEMANIK

Date: 12/10/05

EXHIBIT A  
AMELIA CONCOURSE IMPROVEMENTS

Construction of a four-lane road from A1A/State Road 200 at the intersection of A1A and Chester Road south to County Road 107 to be generally located as depicted on the attached map. Improvements will include, in addition to the roadway construction itself, adjacent utility construction, landscaping, lighting, irrigation, regional stormwater management, including retention/detention and conveyance, wetlands mitigation, and intersection improvements to be determined at A1A/State Road 200 and Chester Road and Amelia Concourse and County Road 107. The roadway will include turn lanes, signalization and medians as set forth in the plans to be approved by the County.

JAX\680304\_1

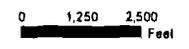
MSBU Assessment Area  
Nassau County, Florida

May 21, 2003

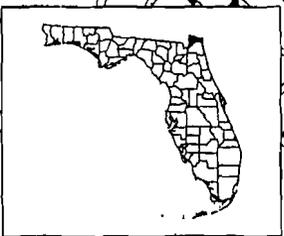
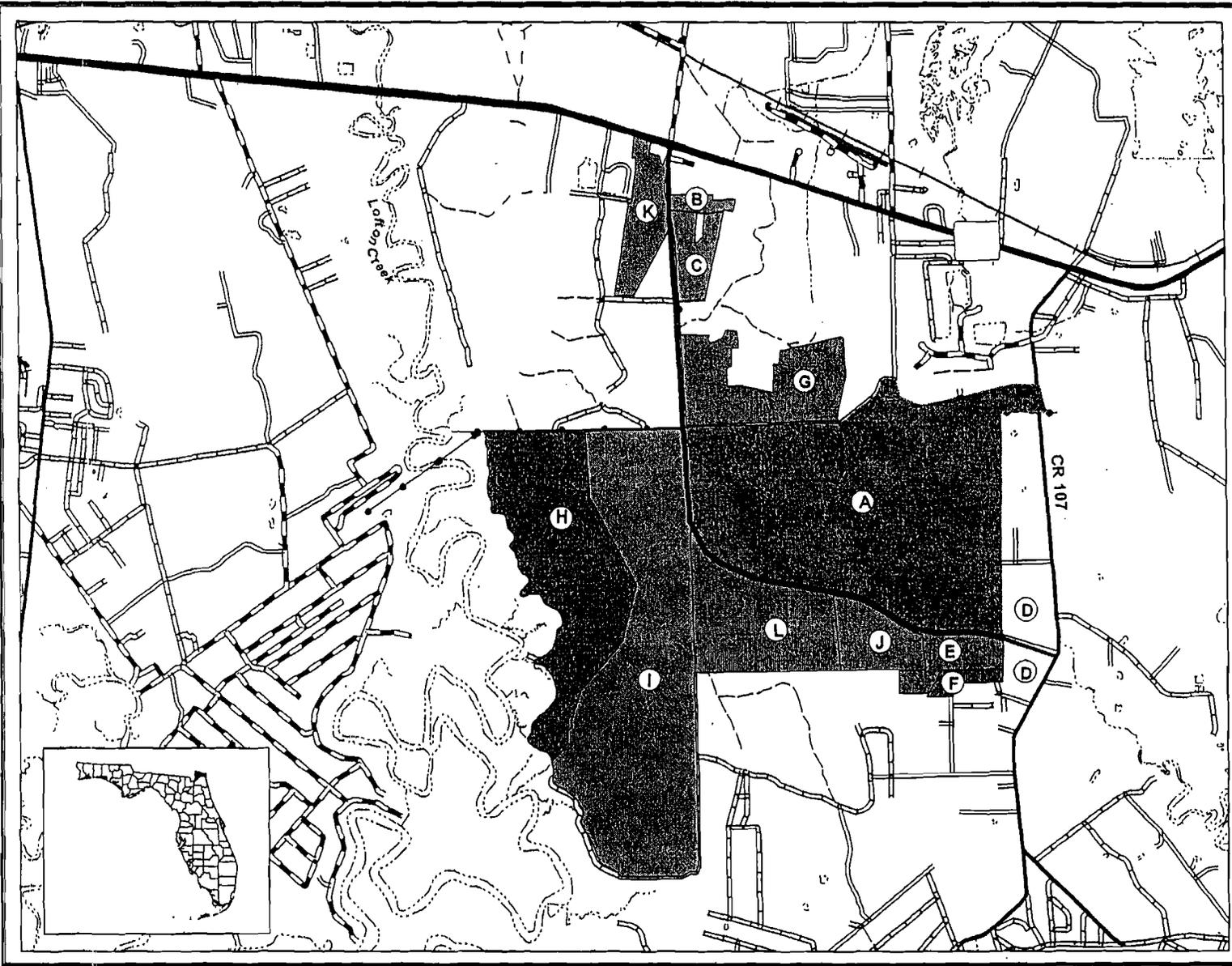


Legend

■ Amelia Concourse



**Rayland**  
A subsidiary of Raypower



INSTR # 200344781  
OR BK 01195 PG 0258

EXHIBIT A

A-1

2 of 2

**EXHIBIT B - LEGAL DESCRIPTION FOR PARCEL A  
(AMELIA NATIONAL ENTERPRISE, LLC)**

MAP SHOWING BOUNDARY SURVEY OF

MELIA NATIONAL BOUNDARY  
BASE TWO

PARCEL OF LAND BEING A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, TOWNSHIP 2 NORTH, RANGE 28 EAST, AND RUN NORTH 89°35'23" EAST, ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 2,643.15 FEET, TO THE WESTERLY LINE OF GOVERNMENT LOT 4, SECTION 29; RUN THENCE NORTH 00°05'39" WEST, ALONG THE WESTERLY LINE OF AFORESAID GOVERNMENT LOT 4, A DISTANCE OF 947.75 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE NORTH 00°05'39" WEST, ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 4, AND THEN ALONG THE WESTERLY LINE OF GOVERNMENT LOT 3, SECTION 29, A DISTANCE OF 2,609.08 FEET, TO A POINT; RUN THENCE NORTH 86°00'00" WEST, A DISTANCE OF 795.01 FEET, TO A POINT; RUN THENCE NORTH 81°00'00" WEST, A DISTANCE OF 1,800.32 FEET, TO A POINT; RUN THENCE NORTH 84°00'00" WEST, A DISTANCE OF 200.70 FEET, TO A POINT; RUN THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET, TO A POINT; RUN THENCE NORTH 84°00'00" WEST, A DISTANCE OF 1,050.00 FEET, TO A POINT; RUN THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 1,642.43 FEET, TO A POINT ON THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF A PROPOSED 150 FOOT RIGHT OF WAY, AS SHOWN IN SKETCH BY PRIVETT AND ASSOCIATES, DATED DECEMBER 17, 1999, DRAWING No. 7-3-309(B)-12-96; RUN THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID PROPOSED 150 FOOT RIGHT OF WAY, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

COURSE No. 1: THENCE, SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 1,273.34 FEET, THROUGH A CENTRAL ANGLE OF 20°17'00" TO THE RIGHT, AN ARC DISTANCE OF 450.78 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 69°51'30" EAST, 448.43 FEET;

COURSE No. 2: SOUTH 59°43'00" EAST, A DISTANCE OF 1,260.24 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY;

COURSE No. 3: THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, CONCAVE NORTHERLY, AND HAVING A RADIUS OF 1,050.00 FEET, THROUGH A CENTRAL ANGLE OF 31°34'37" TO THE LEFT, AN ARC DISTANCE OF 578.68 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°30'18" EAST, 571.38 FEET;

COURSE No. 4: NORTH 88°42'23" EAST, A DISTANCE OF 1,015.37 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY;

COURSE No. 5: THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 1,200.00 FEET, THROUGH A CENTRAL ANGLE OF 19°00'26" TO THE RIGHT, AN ARC DISTANCE OF 398.09 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 81°47'24" EAST, 396.26 FEET;

COURSE No. 6: SOUTH 72°17'11" EAST, A DISTANCE OF 366.25 FEET, TO THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED, CONTAINS 9,007,820 SQUARE FEET, OR 206.79 ACRES, MORE OR LESS, IN AREA.

**LEGAL DESCRIPTION:**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 1, SECTION 27, TOWNSHIP 2 NORTH, RANGE 28 EAST, AND A PORTION OF SECTIONS 26, 27, 29 AND 30, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF GOVERNMENT LOT 4, SAID SECTION 27 AND RUN SOUTH 00°-05'-13" EAST, ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 1319.90 FEET TO THE SOUTHWEST CORNER THEREOF; RUN THENCE SOUTH 00°-05'-38" EAST, ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 1 AND GOVERNMENT LOT 2, SAID SECTION 29, A DISTANCE OF 1800.00 FEET TO A POINT; RUN THENCE NORTH 86°-00'-00" WEST, DEPARTING FROM LAST MENTIONED WESTERLY LINE, A DISTANCE OF 793.01 FEET TO A POINT; RUN THENCE NORTH 67°-00'-00" WEST, A DISTANCE OF 1800.32 FEET TO A POINT; RUN THENCE NORTH 84°-00'-00" WEST, A DISTANCE OF 208.70 FEET TO A POINT; RUN THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 350.00 FEET TO A POINT; RUN THENCE NORTH 83°-00'-00" WEST, A DISTANCE OF 1050.00 FEET TO A POINT; RUN THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 1642.43 FEET TO A POINT; RUN THENCE NORTH 80°-00'-00" WEST, A DISTANCE OF 2532.28 FEET TO A POINT OF CURVATURE; RUN IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1808.85 FEET, A CHORD DISTANCE OF 859.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CURVE BEING NORTH 67°-00'-00" WEST; RUN THENCE NORTH 34°-00'-00" WEST, A DISTANCE OF 550.61 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 954.33 FEET, A CHORD DISTANCE OF 837.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CURVE BEING NORTH 28°-00'-00" WEST; RUN THENCE NORTH 02°-00'-00" WEST, A DISTANCE OF 1881.51 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 3729.38 FEET, A CHORD DISTANCE OF 143.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 02°-43'-30" WEST; RUN THENCE NORTH 03°-27'-00" WEST, A DISTANCE OF 405.98 FEET TO A POINT ON THE NORTHERLY LINE OF THAT CERTAIN 25-FOOT WIDE UTILITY EASEMENT DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 167, PAGE 580; RUN THENCE THE FOLLOWING FOUR (4) COURSES ALONG LAST MENTIONED NORTHERLY EASEMENT LINE: COURSE NO. 1 - NORTH 87°-42'-44" EAST, A DISTANCE OF 1428.82 FEET TO AN ANGLE POINT; COURSE NO. 2 - NORTH 88°-40'-24" EAST, A DISTANCE OF 820.40 FEET TO A SECOND ANGLE POINT; COURSE NO. 3 - NORTH 88°-09'-54" EAST, A DISTANCE OF 1419.45 FEET TO A THIRD ANGLE POINT; COURSE NO. 4 - NORTH 88°-55'-04" EAST, A DISTANCE OF 359.06 FEET TO A POINT; RUN THENCE NORTH 51°-00'-00" EAST, DEPARTING FROM SAID NORTHERLY EASEMENT LINE, A DISTANCE OF 813.08 FEET TO A POINT; RUN THENCE NORTH 37°-00'-00" EAST, A DISTANCE OF 354.32 FEET TO A POINT; RUN THENCE NORTH 00°-00'-00" WEST, A DISTANCE OF 273.62 FEET TO A POINT; RUN THENCE SOUTH 37°-00'-00" EAST, A DISTANCE OF 335.83 FEET TO A POINT ON THE WESTERLY LINE OF NASSAU LAKES SUBDIVISION PHASE 1-9 (ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 5, PAGES 72 AND 73 OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING THREE (3) COURSES ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID NASSAU LAKES SUBDIVISION PHASE 1-8: COURSE NO. 1 - SOUTH 18°-08'-30" EAST, A DISTANCE OF 497.68 FEET TO AN ANGLE POINT; COURSE NO. 2 - SOUTH 68°-10'-20" EAST, A DISTANCE OF 855.25 FEET TO A SECOND ANGLE POINT; COURSE NO. 3 - NORTH 77°-22'-09" EAST, A DISTANCE OF 2340.00 FEET TO THE SOUTHWESTERLY CORNER OF TRACT "D", SAID NASSAU LAKES SUBDIVISION PHASE 1-8; RUN THENCE NORTH 89°-30'-26" EAST, ALONG THE SOUTHERLY LINE OF SAID TRACT "D" AND ALONG THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF RAD PROPERTIES, INC. (ACCORDING TO DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 108, PAGE 89), A DISTANCE OF 648.60 FEET TO THE SOUTHEASTERLY CORNER OF LAST MENTIONED LANDS ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 102; RUN THENCE SOUTH 94°-38'-06" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 577.73 FEET TO A POINT ON THE NORTHERLY LINE OF SAID GOVERNMENT LOT 4, SECTION 27 AT THE NORTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OF JACK LOUIS WORTHAM AND GHERYL WORTHAM (ACCORDING TO DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 796, PAGE 1442); RUN THENCE SOUTH 89°-39'-15" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, THE SAME BEING THE NORTHERLY LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 933.10 FEET TO THE POINT OF BEGINNING.

THE LAND THIS DESCRIBED CONTAINS 668.81 ACRES, MORE OR LESS.

**EXHIBIT C - LEGAL DESCRIPTIONS FOR PARCEL B  
(LOFTON POINTE, INC.)**

\*\*\*\*\*

PARCEL B1  
A PORTION OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 27 EAST, 1ST  
PORTION OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU  
COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST  
CORNER OF LOT 1 OF FLORA PARK, AS RECORDED IN PLAT BOOK  
PAGES 136, 137 AND 138 OF THE CURRENT PUBLIC RECORDS OF SAID  
COUNTY, THENCE NORTH 72°46'59" WEST ALONG THE NORTHERLY LINE  
OF A RAYLAND COMPANY, INC. PARCEL REFERRED TO AS P.M.  
N25-24-28-0000-0002-0090, AND AS PARCEL 28 AS SHOWN ON  
SURVEY FILE NO. LG-536(C) PREPARED BY RICHARD MILLER &  
ASSOCIATES DATED SEPTEMBER 2, 1998, A DISTANCE OF 517.04 FEET,  
THENCE SOUTH 21°18'27" WEST ALONG THE WESTERLY LINE OF SAID  
PARCEL A DISTANCE OF 500.83 FEET TO THE NORTHERLY LINE OF AN  
ADJOINING RAYLAND COMPANY PARCEL REFERRED TO AS P.M.  
N25-24-28-0000-0002-0280, THENCE NORTH 89°54'37" WEST ALONG  
THE NORTHERLY LINE OF SAID PARCEL A DISTANCE OF 234.17 FEET TO  
THE NORTHWESTERLY CORNER OF SAID PARCEL AND A NORTHEASTERLY  
CORNER OF PARCEL A AS SHOWN ON MAP NO. S-2-1050-9-88  
PREPARED BY PRIVETT AND ASSOCIATES, INC. AND ALSO BEING THE  
POINT OF BEGINNING, THENCE SOUTH 12°48'30" WEST ALONG THE  
WESTERLY LINE OF SAID ADJOINING PARCEL AND ALSO ALONG THE  
EASTERLY ONE OF SAID PARCEL B, A DISTANCE OF 372.88 FEET,  
THENCE NORTH 81°37'50" WEST ALONG THE EASTERLY PROLONGATION OF  
THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS  
VOLUME 809, PAGE 1455, SAID PUBLIC RECORDS, A DISTANCE OF  
1593.47 FEET TO A POINT LYING ALONG A CURVE CONCAVE  
SOUTHWESTERLY AND HAVING A RADIUS OF 1562.60 FEET, SAID POINT  
ALSO LYING ALONG THE INTERSECTION OF THE EASTERLY ONE OF A  
PROPOSED 125 FOOT WIDE INGRESS AND EGRESS EASEMENT KNOWN AS  
LOFTON BOULEVARD, THENCE NORTHWESTERLY ALONG SAID EASTERLY  
LINE OF THE PROPOSED LOFTON BOULEVARD, AN ARC DISTANCE OF  
195.81 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH  
53°34' WEST, AND A CHORD DISTANCE OF 195.48 FEET TO A POINT OF  
REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND  
HAVING A RADIUS OF 1437.60 FEET, THENCE NORTHWESTERLY ALONG  
SAID CURVE, AN ARC DISTANCE OF 258.00 FEET AND SUBTENDED BY A  
CHORD BEARING OF NORTH 18°22'58" WEST AND A CHORD DISTANCE OF  
255.67 FEET TO A POINT ON SAID CURVE, THENCE ALONG THE  
NORTHERLY LINES OF FOREMENTIONED PARCEL B, THE FOLLOWING FIVE  
COURSES, SOUTH 72°46'59" EAST A DISTANCE OF 131.35 FEET, THENCE  
SOUTH 89°54'37" EAST A DISTANCE OF 1030.18 FEET, THENCE SOUTH 71°  
32'30" EAST A DISTANCE OF 62.28 FEET, THENCE SOUTH 16°56'25"  
WEST A DISTANCE OF 232.81 FEET, THENCE SOUTH 89°54'37" EAST A  
DISTANCE OF 658.95 FEET TO THE POINT OF BEGINNING, CONTAINING  
18.0 ACRES, MORE OR LESS.

**EXHIBIT D - LEGAL DESCRIPTION FOR PARCEL E  
(AMELIA CONCOURSE DEVELOPMENT, LLC)**

## LEGAL DESCRIPTION OF THE SUBJECT PROPERTY:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING IN SECTION 29, AND SECTION 32, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 32, SAID POINT LYING ON THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF ROBERT A. MARINO AND SOOK MARINO (ACCORDING TO DEED RECORDED IN BOOK 933, PAGE 803 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE NORTH 89°-43'-40" EAST ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 660.00 FEET TO THE SOUTHEAST CORNER THEREOF; RUN THENCE NORTH 05°-34'-05" WEST ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 911.75 FEET TO A POINT ON A NON-TANGENT CURVE; RUN THENCE IN A EASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1200.00 FEET, A CHORD DISTANCE OF 318.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 83°-40'-28" EAST; RUN THENCE NORTH 88°-42'-23" EAST, A DISTANCE OF 1015.37 FEET TO A POINT OF CURVATURE; RUN THENCE IN A EASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1050.00 FEET, A CHORD DISTANCE OF 346.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 81°-47'-24" EAST; RUN THENCE SOUTH 72°-17'-11" EAST, A DISTANCE OF 415.16 FEET TO A POINT ON THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF JAMES D. PETERS & SHIRLEY D. PETERS, DAVID B. ZACHRY & BARBARA P. ZACHRY (ACCORDING TO DEED RECORDED IN BOOK 149, PAGE 499 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE SOUTH 00°-05'-39" EAST, ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 710.06 FEET TO THE NORTHEAST CORNER OF LANDS NOW OR FORMERLY OF THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS (ACCORDING TO DEED RECORDED IN BOOK 855, PAGE 1174 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE SOUTH 89°-43'-40" WEST ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1599.32 FEET TO THE NORTHWEST CORNER THEREOF; RUN THENCE SOUTH 28°-19'-19" WEST ALONG THE NORTHWESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 712.17 FEET TO THE NORTHEAST CORNER OF LANDS NOW OR FORMERLY OF NORTH HAMPTON, LLC (ACCORDING TO DEED RECORDED IN BOOK 999, PAGE 346 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE SOUTH 89°-59'-20" WEST ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 709.26 FEET TO THE NORTHWEST CORNER THEREOF, SAID POINT LYING ON THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF BARNEY L. NELSON AND KATIE E. NELSON (ACCORDING TO DEED RECORDED IN BOOK 16, PAGE 203 OF THE OFFICIAL RECORDS OF SAID COUNTY), SAID EASTERLY LINE ALSO BEING THE WESTERLY LINE OF SAID SECTION 32; RUN THENCE NORTH 00°-20'-26" EAST ALONG SAID SECTION 32, A DISTANCE OF 622.11 FEET TO THE POINT OF BEGINNING.

**EXHIBIT E - LEGAL DESCRIPTION FOR PARCEL G  
(SEDA CONSTRUCTION)**

**LEGAL DESCRIPTION:**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 28 EAST, TOGETHER WITH A PORTION OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 27 EAST, ALL IN NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AND RUN THENCE NORTH 00-26-42° WEST ALONG THE EASTERLY LINE OF SAID SECTION 26, A DISTANCE OF 1038.85 FEET TO A POINT ON THE CENTERLINE OF A 50 FOOT WIDE CONSTRUCTION - MAINTENANCE EASEMENT AND RIGHT-OF-WAY (ACCORDING TO DEED RECORDED IN BOOK 21, PAGE 44 OF THE OFFICIAL RECORDS OF SAID COUNTY) AND RUN THENCE SOUTH 88-35-04° WEST ALONG LAST MENTIONED CENTERLINE, A DISTANCE OF 1514.87 FEET TO A POINT; RUN THENCE NORTH 01-04-56° WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY LINE OF AN 80 FOOT WIDE UTILITY EASEMENT (ACCORDING TO DEED RECORDED IN BOOK 873, PAGE 1452 OF THE OFFICIAL RECORDS OF SAID COUNTY) AND THE POINT OF BEGINNING

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN THENCE THE FOLLOWING FOUR COURSES ALONG THE SOUTHERLY LINE OF THE LAST MENTIONED 80 FOOT WIDE UTILITY EASEMENT, THE SAME BEING THE NORTHERLY LINE OF LANDS NOW OR FORMERLY OF AMELIA MARSHAL ENTERPRISE, LLC (ACCORDING TO DEED RECORDED IN DEED BOOK 1090, PAGE 1213 OF THE PUBLIC RECORDS OF SAID COUNTY): (1) SOUTH 86-85-04° WEST, A DISTANCE OF 202.68 FEET TO A POINT; (2) RUN THENCE SOUTH 89-09-54° WEST, A DISTANCE OF 1,118.15 FEET TO A POINT; (3) RUN THENCE SOUTH 89-40-24° WEST, A DISTANCE OF 620.40 FEET TO A POINT; (4) RUN THENCE SOUTH 87-42-44° WEST, A DISTANCE OF 1,426.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF AMELIA CONCOURSE (A 125 FOOT WIDE EASEMENT ACCORDING TO DEED RECORDED IN BOOK 801, PAGE 1870 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE NORTH 03-27-40° WEST ALONG THE EASTERLY LINE OF THE LAST MENTIONED 125 FOOT WIDE EASEMENT, A DISTANCE OF 2302.82 FEET TO THE SOUTHWEST CORNER OF LANDS NOW OR FORMERLY OF FLORA PARK DEVELOPMENT V, INC. (ACCORDING TO DEED RECORDED IN BOOK 1053, PAGE 1793 OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE NORTH 89-58-55° EAST ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 753.29 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT LYING ON THE NORTHWESTERLY LINE OF LANDS NOW OR FORMERLY OF FLORA PARK DEVELOPMENT, INC. (ACCORDING TO DEED RECORDED IN BOOK 840, PAGE 919 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING 21 COURSES GENERALLY ALONG THE NORTHWESTERLY AND SOUTHERLY LINE OF LAST MENTIONED LANDS (1) SOUTH 25-38-46° WEST, A DISTANCE OF 70.08 FEET TO A POINT; (2) RUN THENCE SOUTH 12-28-20° WEST, A DISTANCE OF 43.16 FEET TO A POINT; (3) RUN THENCE SOUTH 37-55-37° EAST, A DISTANCE OF 68.41 FEET TO A POINT; (4) RUN THENCE SOUTH 86-25-21° EAST, A DISTANCE OF 70.91 FEET TO A POINT; (5) RUN THENCE NORTH 78-02-02° EAST, A DISTANCE OF 71.29 FEET TO A POINT; (6) RUN THENCE NORTH 64-43-49° EAST, A DISTANCE OF 76.71 FEET TO A POINT; (7) RUN THENCE NORTH 86-33-46° EAST, A DISTANCE OF 44.68 FEET TO A POINT; (8) RUN THENCE NORTH 78-07-19° EAST, A DISTANCE OF 42.39 FEET TO A POINT; (9) RUN THENCE NORTH 49-27-01° EAST, A DISTANCE OF 34.42 FEET TO A POINT; (10) RUN THENCE NORTH 30-03-33° EAST, A DISTANCE OF 44.46 FEET TO A POINT; (11) RUN THENCE NORTH 18-01-53° EAST, A DISTANCE OF 30.18 FEET TO A POINT; (12) RUN THENCE NORTH 27-46-18° EAST, A DISTANCE OF 46.39 FEET TO A POINT; (13) RUN THENCE NORTH 12-04-46° EAST, A DISTANCE OF 44.21 FEET TO A POINT; (14) RUN THENCE NORTH 45-20-05° EAST, A DISTANCE OF 32.00 FEET TO A POINT; (15) RUN THENCE NORTH 73-45-12° EAST, A DISTANCE OF 32.37 FEET TO A POINT; (16) RUN THENCE NORTH 79-33-19° EAST, A DISTANCE OF 18.01 FEET TO A POINT; (17) RUN THENCE NORTH 86-15-44° EAST, A DISTANCE OF 25.07 FEET TO A POINT; (18) RUN THENCE SOUTH 69-58-42° EAST, A DISTANCE OF 34.81 FEET TO A POINT; (19) RUN THENCE SOUTH 75-08-15° EAST, A DISTANCE OF 37.29 FEET TO A POINT; (20) RUN THENCE NORTH 82-16-46° EAST, A DISTANCE OF 38.88 FEET TO A POINT; (21) RUN THENCE SOUTH 84-01-13° EAST, A DISTANCE OF 121.16 FEET TO THE NORTHWEST CORNER OF LANDS NOW OR FORMERLY OF FLORA PARK DEVELOPMENT V, INC. (ACCORDING TO DEED RECORDED IN BOOK 1053, PAGE 1793 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE SOUTH 04-06-30° EAST ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 427.90 FEET TO A POINT; RUN THENCE SOUTH 88-58-55° WEST ALONG A NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 174.83 FEET TO A POINT; RUN THENCE SOUTH 00-00-05° EAST ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 438.80 FEET TO A POINT; RUN THENCE SOUTH 58-06-54° WEST ALONG A NORTHWESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 147.75 FEET TO A POINT; RUN THENCE SOUTH 00-00-05° EAST ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 470.17 FEET TO THE SOUTHWEST CORNER THEREOF; RUN THENCE NORTH 00-00-05° WEST ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 737.46 FEET TO A POINT; RUN THENCE NORTH 89-58-55° EAST ALONG A SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 156.94 FEET TO A POINT; RUN THENCE NORTH 06-20-39° EAST ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 344.43 FEET TO A POINT; RUN THENCE NORTH 77-16-16° EAST ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1,010.86 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF LANDS NOW OR FORMERLY OF FLORA PARK DEVELOPMENT, INC. (ACCORDING TO DEED RECORDED IN BOOK 803, PAGE 1387 OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE SOUTH 56-15-37° EAST ALONG LAST MENTIONED SOUTHWESTERLY LINE, A DISTANCE OF 71.50 FEET TO A POINT; RUN THENCE SOUTH 02-04-04° EAST ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, TO AND ALONG THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF FLORA PARK DEVELOPMENT V, INC. (ACCORDING TO DEED RECORDED IN BOOK 1053, PAGE 1793 OF THE PUBLIC RECORDS OF SAID COUNTY), A DISTANCE OF 875.00 FEET TO A POINT; RUN THENCE SOUTH 11-33-06° WEST CONTINUING ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1,132.23 FEET TO THE POINT OF BEGINNING.

Exhibit E  
Page 1 of 1

INSTR # 200344781  
DR BK 01195 PG 0267

**EXHIBIT F - LEGAL DESCRIPTION FOR PARCEL J  
(MARINO)**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 30 AND RUN SOUTH 89°-38'-10" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 30, A DISTANCE OF 1513.44 FEET TO A POINT; RUN THENCE NORTH 05°-00'-00" WEST, A DISTANCE OF 1911.51 FEET TO A POINT; RUN THENCE SOUTH 80°-00'-00" EAST, A DISTANCE OF 483.25 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1123.34 FEET, A CHORD DISTANCE OF 395.60 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 69°-51'-30" EAST; RUN THENCE SOUTH 59°-43'-00" EAST, A DISTANCE OF 1260.24 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 1200.00 FEET, A CHORD DISTANCE OF 341.03 FEET TO A POINT, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 67°-53'-09" EAST; RUN THENCE SOUTH 05°-34'-05" EAST, A DISTANCE OF 911.75 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 29; RUN THENCE SOUTH 89°-43'-40" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 29, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 73.57 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OF RECORD THAT LIE WITHIN

**EXHIBIT G - LEGAL DESCRIPTION FOR PARCELS I, K AND L  
(RAYLAND, LLC)**

LEGAL DESCRIPTION:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING IN A PORTION OF SECTIONS 12 AND 39, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE POINT WHERE THE EASTERLY LINE OF A 125 FOOT WIDE EASEMENT (ACCORDING TO DEED RECORDED IN BOOK 901, PAGE 1965, OF THE OFFICIAL RECORDS OF SAID COUNTY) INTERSECTS THE NORTHERLY LINE OF A FLORIDA POWER & LIGHT COMPANY UTILITY EASEMENT (ACCORDING TO DEED RECORDED IN BOOK 673, PAGE 1452, OF THE OFFICIAL RECORDS OF SAID COUNTY) AND RUN SOUTH 87°-43'-05" WEST ALONG LAST MENTIONED NORTHERLY LINE, A DISTANCE OF 1223.57 FEET TO A POINT ON AN EASTERLY LINE OF PARCEL 2, NORTH HAMPTON PHASE 1 SUBDIVISION (ACCORDING TO PLAT RECORDED IN PLAT BOOK 6, PAGE 215 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING 5 COURSES ALONG THE GENERALLY EASTERLY AND SOUTHERLY LINES OF THE AFOREMENTIONED NORTH HAMPTON PHASE 1 SUBDIVISION: (1) RUN THENCE NORTH 10°-49'-23" EAST, A DISTANCE OF 308.02 FEET TO A POINT; (2) RUN THENCE NORTH 87°-43'-05" EAST, A DISTANCE OF 405.35 FEET TO A POINT; (3) RUN THENCE NORTH 26°-46'-44" EAST, A DISTANCE OF 179.65 FEET TO A POINT; (4) RUN THENCE NORTH 06°-33'-41" EAST, A DISTANCE OF 634.57 FEET TO A POINT; (5) RUN THENCE NORTH 43°-32'-22" EAST, A DISTANCE OF 740.33 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY LINE OF A 125 FOOT WIDE EASEMENT (ACCORDING TO DEED RECORDED IN BOOK 901, PAGE 1965, OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE SOUTH 03°-27'-00" EAST, ALONG LAST MENTIONED EASTERLY LINE, A DISTANCE OF 1600.33 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 22.91 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD THAT LIE WITHIN.

LEGAL DESCRIPTION OF A PORTION OF SECTIONS 1, 12, 13, 24, 38, 39 AND 40, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA

FOR LANDMARK RESORTS, INC., RAYLAND COMPANY, INC., GARTNER, BROCK & SIMON, AND FIRST AMERICAN TITLE INSURANCE COMPANY.

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN A PORTION OF SECTIONS 1, 12, 13, 24, 38, 39 AND 40, ALL IN TOWNSHIP 2 NORTH RANGE 27 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A RAILROAD SPIKE FOUND AT THE CENTERLINE OF RIGHT-OF-WAY INTERSECTION OF STATE ROAD NO. 200-A (A 100-FOOT RIGHT-OF-WAY BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS FOR SECTION 74600-2150 (7460-175)) AND STATE ROAD NO 200 / A1A (RIGHT-OF-WAY VARIES AS SHOWN ON DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS FOR SECTION 74000-2503) AND RUN SOUTH 72°-46'-59" EAST ALONG LAST MENTIONED CENTERLINE, A DISTANCE OF 97.48 FEET TO A POINT; RUN THENCE SOUTH 17°-13'-01" WEST PERPENDICULAR TO LAST MENTIONED CENTERLINE, A DISTANCE OF 92.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO 200 / A1A, SAID POINT BEING THE EASTERMOST END OF A MITER IN THE EASTERLY RIGHT-OF-WAY LINE OF LOFTON BOULEVARD ACCORDING TO DEED RECORDED IN BOOK 766, PAGE 775 OF THE OFFICIAL RECORDS OF SAID COUNTY; RUN THENCE SOUTH 62°-13'-01" WEST ALONG LAST MENTIONED MITER IN SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET TO A POINT; RUN THENCE SOUTH 17°-13'-01" WEST ALONG LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, THE SAME BEING THE WESTERLY LINE OF LANDS OF RAYLAND COMPANY, INC. ACCORDING TO DEED RECORDED IN BOOK 646, PAGE 1021 OF THE OFFICIAL RECORDS OF SAID COUNTY, A DISTANCE OF 1066.48 FEET TO THE SOUTHWEST CORNER THEREOF; RUN THENCE SOUTH 72°-46'-59" EAST ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 235.13 FEET TO A POINT; RUN THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 755.92 FEET TO A SET 1/2 INCH IRON PIPE AT THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN SOUTH 03°-20'-00" EAST, A DISTANCE OF 2020.00 FEET TO A SET 1/2 INCH PIPE; RUN THENCE SOUTH 03°-27'-00" EAST, A DISTANCE OF 3093.48 FEET TO A SET 1/2 INCH PIPE ON THE NORTHERLY LINE OF AN 80-FOOT WIDE UTILITY EASEMENT ACCORDING TO DEED RECORDED IN BOOK 673, PAGE 1452 OF THE OFFICIAL RECORDS OF SAID COUNTY; RUN THENCE SOUTH 87°-43'-05" WEST ALONG THE NORTHERLY LINE OF SAID EASEMENT, A DISTANCE OF 2503.43 FEET TO A SET 1/2 INCH PIPE; RUN THENCE SOUTH 04°-00'-00" EAST, A DISTANCE OF 1681.71 FEET TO A SET 1/2 INCH PIPE; RUN THENCE SOUTH 28°-01'-01" EAST, A DISTANCE OF 2499.77 FEET TO A SET 1/2 INCH PIPE; RUN THENCE SOUTH 15°-30'-12" WEST, A DISTANCE OF 1460.12 FEET TO A SET 1/2 INCH PIPE; RUN THENCE SOUTH 40°-40'-00" WEST, A DISTANCE OF 1650.02 FEET TO A SET 1/2 INCH PIPE; RUN THENCE SOUTH 18°-10'-00" WEST, A DISTANCE OF 1004 FEET MORE OR LESS TO THE EASTERLY EDGE OF MARSH OF LOFTON CREEK, SAID POINT LYING NORTH 18°-00'-00" EAST, A DISTANCE OF 40 FEET MORE OR LESS FROM A SET 1/2 INCH IRON PIPE; RUN THENCE IN A SOUTHWESTERLY, WESTERLY AND THEN IN GENERALLY A NORTHERLY DIRECTION ALONG THE MEANDERINGS OF SAID EASTERLY EDGE OF MARSH OF LOFTON CREEK, THE SAME BEING THE WESTERLY LINE OF LANDS DESCRIBED IN DEED

RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 670, PAGE 407, A DISTANCE OF 15,377 FEET MORE OR LESS TO A POINT THAT BEARS NORTH 87°-39'-45" WEST FROM A SET 1/2 INCH PIPE; RUN THENCE SOUTH 87°-59'-45" EAST, A DISTANCE OF 224 FEET MORE OR LESS TO THE SET 1/2 INCH IRON PIPE; THENCE CONTINUE SOUTH 87°-59'-45" EAST, A DISTANCE OF 1076.61 FEET TO A SET 1/2 INCH IRON PIPE; RUN THENCE NORTH 01°-59'-02" EAST, A DISTANCE OF 1849.98 FEET TO A SET 1/2 INCH IRON PIPE; RUN THENCE SOUTH 88°-00'-54" EAST, A DISTANCE OF 863.16 FEET TO A SET 1/2 INCH IRON PIPE; RUN THENCE NORTH 52°-59'-08" EAST, A DISTANCE OF 946.04 FEET TO A SET 1/2 INCH IRON PIPE; RUN THENCE SOUTH 89°-00'-00" EAST, A DISTANCE OF 1110.03 FEET TO A SET 1/2 INCH IRON PIPE; RUN THENCE NORTH 27°-57'-39" EAST, A DISTANCE OF 22,437 FEET TO THE POINT OF BEGINNING.

**A 62.40 ACRE PARCEL OF LAND BEING A PORTION OF SECTION 1 AND SECTION 12 AND A PORTION OF SECTION 37 OF THE JOHN LOWE MILL GRANT, ALL LYING IN TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA.**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTION 1 AND SECTION 12 AND A PORTION OF SECTION 37 OF THE JOHN LOWE MILL GRANT, ALL LYING IN TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE CENTERLINE OF RIGHT-OF-WAY INTERSECTION OF STATE ROAD No. 200-A (A 100 FOOT RIGHT-OF-WAY BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS FOR SECTION 74600-2150 (7460-175)) AND STATE ROAD No. 200 / A1A (RIGHT-OF-WAY VARIES AS SHOWN ON DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS FOR SECTION 74060-2503) AND RUN THENCE NORTH  $72^{\circ}46'59''$  WEST ALONG LAST MENTIONED CENTERLINE, A DISTANCE OF 62.87 FEET TO A POINT; RUN THENCE SOUTH  $17^{\circ}13'01''$  WEST, A DISTANCE OF 92.00 FEET TO A POINT WHERE THE SOUTHERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED STATE ROAD No. 200 / A1A INTERSECTS THE WESTERLY RIGHT-OF-WAY LINE OF AMELIA CONCOURSE (A 125 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED BY DEED RECORDED IN BOOK 766, PAGE 775 OF THE OFFICIAL RECORDS OF SAID COUNTY) SAID POINT ALSO BEING THE NORTHEAST CORNER OF LANDS NOW OR FORMERLY OF BAPTIST HEALTH PROPERTIES, INC. (ACCORDING TO DEED RECORDED IN BOOK 765, PAGE 186 OF THE OFFICIAL RECORDS OF SAID COUNTY); THENCE CONTINUE SOUTH  $17^{\circ}13'01''$  WEST ALONG LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE OF AMELIA CONCOURSE, A DISTANCE OF 268.08 FEET TO THE NORTHEAST CORNER OF LANDS NOW OR FORMERLY OF NASSAU COUNTY (ACCORDING TO DEED RECORDED IN BOOK 766, PAGE 775 OF THE OFFICIAL RECORDS OF SAID COUNTY); THENCE CONTINUE SOUTH  $17^{\circ}13'01''$  WEST ALONG LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE OF AMELIA CONCOURSE, TO AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF AMELIA CONCOURSE (ACCORDING TO DEED RECORDED IN BOOK 901, PAGE 1965 OF THE OFFICIAL RECORDS OF SAID COUNTY), A DISTANCE OF 104.36 FEET TO A POINT OF CURVATURE IN LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A

RADIUS OF 1,562.50 FEET, A CHORD DISTANCE OF 1,086.63 FEET TO A POINT OF REVERSE CURVATURE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 03°-07'-52" EAST; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 1437.50 FEET, A CHORD DISTANCE OF 502.84 FEET TO THE NORTHERNMOST CORNER OF THE NORTH HAMPTON PHASE ONE SUBDIVISION (ACCORDING TO PLAT RECORDED IN PLATBOOK 6, PAGE 215 OF THE OFFICIAL RECORDS OF SAID COUNTY), THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 13°-24'-23" EAST; RUN THENCE SOUTH 27°-57'-39" WEST ALONG LAST THE NORTHWESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1997.29 FEET TO THE NORTHEAST CORNER OF LANDS NOW OR FORMERLY OF LANDMAR RESORTS, INC. (ACCORDING TO DEED RECORDED IN BOOK 911, PAGE 845 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE NORTH 86°-50'-00" WEST ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 402.81 FEET TO A POINT; RUN THENCE NORTH 08°-21'-15" EAST, TO AND ALONG THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF THE SUNRAY TREATMENT PLANT (ACCORDING TO DEED RECORDED IN BOOK 532, PAGE 274 OF THE OFFICIAL RECORDS OF SAID COUNTY); A DISTANCE OF 2278.29 FEET TO A POINT ON THE NORTHERLY LINE OF A 60 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS (ACCORDING TO DEED RECORDED IN BOOK 809, PAGE 1445 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE SOUTH 81°-38'-47" EAST ALONG LAST MENTIONED NORTHERLY EASEMENT LINE, A DISTANCE OF 84.06 FEET TO A POINT ON AN EASTERLY LINE OF LANDS NOW OR FORMERLY OF RAYONIER, INC. (ACCORDING TO DEED RECORDED IN BOOK 696, PAGE 962 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE NORTH 06°-49'-18" EAST ALONG LAST MENTIONED EASTERLY LINE, A DISTANCE OF 1,159.22 FEET TO AN ANGLE POINT; RUN THENCE NORTH 84°-21'-57" WEST ALONG A NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 100.02 FEET TO AN ANGLE POINT; RUN THENCE NORTH 05°-38'-03" EAST ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS; A DISTANCE OF 500.00 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 200 / A1A; RUN THENCE SOUTH 72°-46'-59" EAST ALONG LAST MENTIONED SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 324.95 FEET TO A POINT; RUN THENCE SOUTH 75°-38'-44" EAST ALONG LAST MENTIONED SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 46.78 FEET TO A POINT AT THE NORTHWEST CORNER OF THE AFOREMENTIONED LANDS NOW OR FORMERLY OF BAPTIST HEALTH PROPERTIES, INC.; RUN THENCE THE FOLLOWING 8 COURSES ALONG THE GENERALLY WESTERLY AND SOUTHERLY LINES OF LAST MENTIONED LANDS: (1) RUN THENCE SOUTH 61°-31'-51" WEST, A DISTANCE OF 46.17 FEET TO A POINT; (2) RUN THENCE SOUTH 16°-55'-11" WEST, A DISTANCE OF 47.44 FEET TO A POINT; (3) RUN THENCE SOUTH 07°-32'-07" WEST, A DISTANCE OF 88.76 FEET TO A POINT; (4) RUN THENCE SOUTH 12°-11'-32" WEST, A DISTANCE OF 41.02 FEET TO A POINT; (5) RUN THENCE SOUTH 01°-01'-02" EAST, A DISTANCE OF 60.38 FEET TO A POINT; (6) RUN THENCE SOUTH 72°-20'-46" EAST, A DISTANCE OF 24.34 FEET TO A POINT; (7) RUN

THENCE NORTH 43°-25'-52" EAST, A DISTANCE OF 19.36 FEET TO A POINT; (8) RUN THENCE SOUTH 72°-46'-59" EAST, A DISTANCE OF 212.67 FEET TO THE NORTHWEST CORNER OF THE AFOREMENTIONED LANDS OF NASSAU COUNTY; RUN THENCE THE FOLLOWING 11 COURSES ALONG THE SOUTHWESTERLY, SOUTHERLY AND EASTERLY LINE OF LAST MENTIONED LANDS: (1) RUN THENCE SOUTH 19°-59'-44" EAST, A DISTANCE OF 8.33 FEET TO A POINT; (2) RUN THENCE SOUTH 27°-18'-59" EAST, A DISTANCE OF 28.53 FEET TO A POINT; (3) RUN THENCE SOUTH 06°-59'-03" EAST, A DISTANCE OF 48.93 FEET TO A POINT; (4) RUN THENCE SOUTH 44°-02'-12" EAST, A DISTANCE OF 41.79 FEET TO A POINT; (5) RUN THENCE SOUTH 32°-48'-33" WEST, A DISTANCE OF 18.08 FEET TO A POINT; (6) RUN THENCE SOUTH 17°-31'-53" WEST, A DISTANCE OF 15.88 FEET TO A POINT; (7) RUN THENCE SOUTH 22°-24'-08" EAST, A DISTANCE OF 34.47 FEET TO A POINT; (8) RUN THENCE SOUTH 01°-04'-32" WEST, A DISTANCE OF 21.18 FEET TO A POINT; (9) RUN THENCE SOUTH 39°-59'-03" EAST, A DISTANCE OF 41.04 FEET TO A POINT; (10) RUN THENCE SOUTH 72°-46'-59" EAST, A DISTANCE OF 42.40 FEET TO A POINT; (11) RUN THENCE NORTH 17°-13'-01" EAST, A DISTANCE OF 78.43 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 62.40 ACRES AND IS SUBJECT TO ANY EASEMENTS OF RECORD THAT LIE WITHIN.

## LEGAL DESCRIPTION OF THE SUBJECT PROPERTY:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 2 NORTH, RANGE 28 EAST, HASSAU COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS 1 AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 28 EAST, HASSAU COUNTY, FLORIDA SAID POINT LYING ON THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF LOUISE WILLIAMS (ACCORDING TO DEED RECORDED IN BOOK 933, PAGE 803 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE SOUTH 89°-38'-10" WEST, ALONG THE SOUTHERLY LINE OF 1104.93 FEET TO THE SOUTHWEST CORNER THEREOF AND THE POINT OF BEGINNING, SAID POINT ALSO LYING ON THE NORTHERLY LINE OF LANDS NOW OR FORMERLY OF LOUISE WILLIAMS (ALL ACCORDING TO DEED RECORDED IN BOOK 933, PAGE 803 OF THE OFFICIAL RECORDS OF SAID COUNTY).

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 89°-38'-10" WEST ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 3771.54 FEET TO THE POINT OF BEGINNING; RUN THENCE NORTH 01°-14'-16" WEST, ALONG THE WESTERLY SECTION LINE OF SAID SECTION 30, A DISTANCE OF 3420.44 FEET TO A POINT ON A NON-TANGENT CURVE; RUN THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1104.93 FEET, A CHORD DISTANCE OF 577.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; RUN THENCE SOUTH 38°-50'-48" EAST, ALONG THE CHORD BEING SOUTH 38°-50'-48" EAST; RUN THENCE SOUTH 54°-00'-00" EAST, A DISTANCE OF 550.61 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SCREW CURVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2069.86 FEET, A CHORD DISTANCE OF 926.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; RUN THENCE SOUTH 67°-00'-00" EAST; RUN THENCE SOUTH 80°-00'-00" EAST, A DISTANCE OF 2049.03 FEET TO A POINT ON THE WESTERLY LINE OF THE AFOREMENTIONED LANDS NOW OR FORMERLY OF LOUISE WILLIAMS (ACCORDING TO DEED RECORDED IN BOOK 933, PAGE 803 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE SOUTH 05°-00'-00" EAST, ALONG THE WESTERLY LINE OF SAID SECTION 30, A DISTANCE OF 1911.51 FEET TO THE POINT OF BEGINNING.

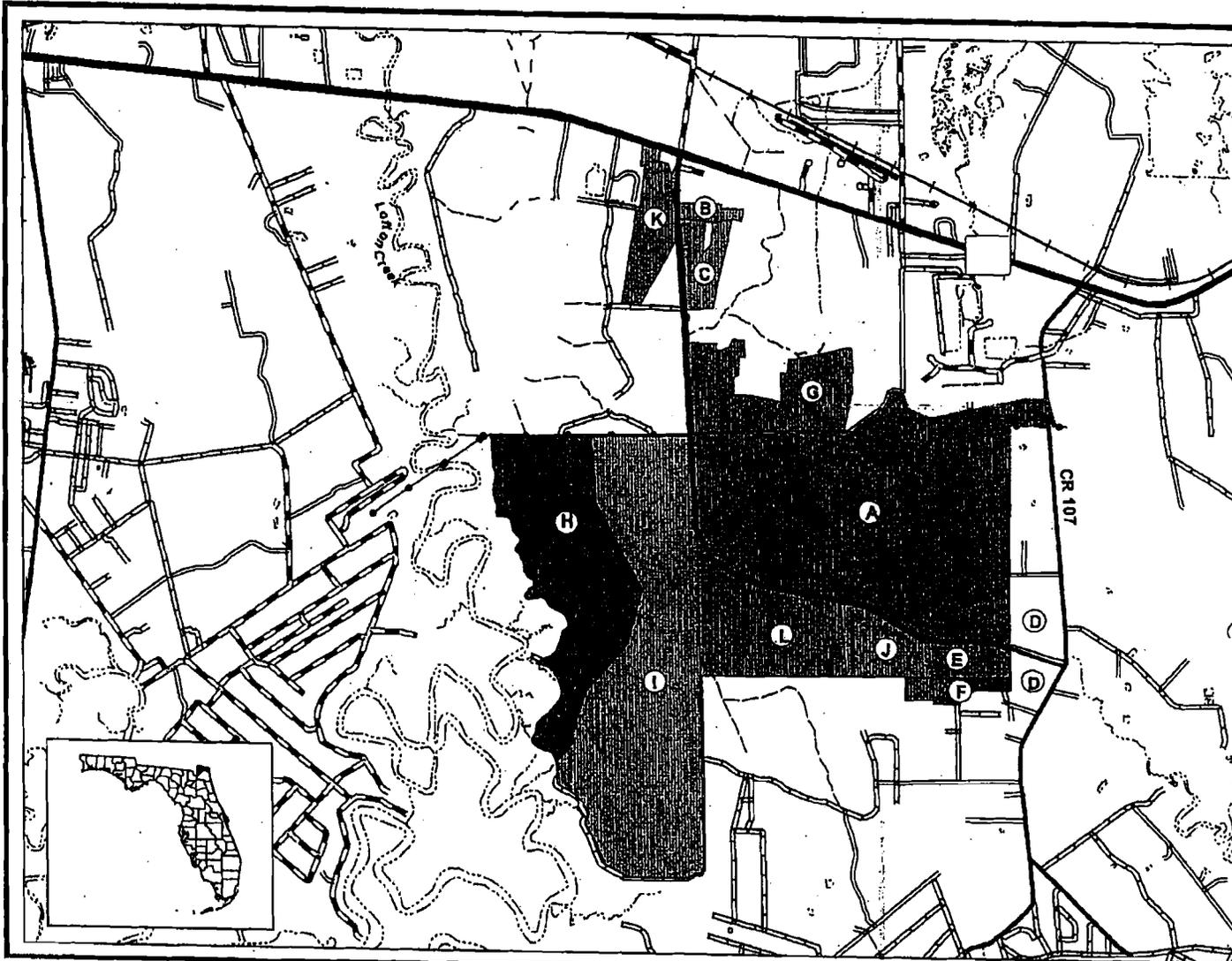
THE LAND THUS DESCRIBED CONTAINS 199.83 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD THAT LIE WITHIN.

## LEGAL DESCRIPTION OF THE 150' WIDE INGRESS AND EGRESS EASEMENT:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A 150-FOOT WIDE EASEMENT FOR INGRESS AND EGRESS LYING OVER A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 2 NORTH, RANGE 28 EAST, HASSAU COUNTY, FLORIDA SAID EASEMENT LYING 75.00 FEET (AS MEASURED AT RIGHT ANGLES) EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: FOR A POINT OF REFERENCE CONSIDERED AS THE SOUTH CORNER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 28 EAST, HASSAU COUNTY, FLORIDA SAID POINT LYING ON THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF ROBERT A. MARINO AND SOOK MARINO (ACCORDING TO DEED RECORDED IN BOOK 933, PAGE 803 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE SOUTH 89°-38'-10" WEST, ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1513.44 FEET TO THE SOUTHWEST CORNER THEREOF, SAID POINT ALSO LYING ON THE NORTHERLY LINE OF LANDS NOW OR FORMERLY OF LOUISE WILLIAMS (ACCORDING TO DEED RECORDED IN BOOK 548, PAGE 803 OF THE OFFICIAL RECORDS OF SAID COUNTY); CONTINUE THENCE SOUTH 89°-38'-10" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 30, A DISTANCE OF 3771.54 FEET TO THE SOUTHWESTERLY CORNER OF SAID SECTION 30; RUN THENCE NORTH 01°-14'-16" WEST, ALONG THE WESTERLY SECTION LINE OF SAID SECTION 30, A DISTANCE OF 3420.44 FEET TO A POINT ON A NON-TANGENT CURVE; RUN THENCE NORTH 66°-18'-24" EAST, A DISTANCE OF 75.00 FEET TO THE CENTERLINE OF THE 150-FOOT WIDE EASEMENT HEREAFTER AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1104.93 FEET, A CHORD DISTANCE OF 577.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 38°-50'-48" EAST; RUN THENCE SOUTH 54°-00'-00" EAST, ALONG THE CHORD BEING SOUTH 38°-50'-48" EAST; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2069.86 FEET, A CHORD DISTANCE OF 926.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 67°-00'-00" EAST; RUN THENCE SOUTH 80°-00'-00" EAST, A DISTANCE OF 2049.03 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1198.34 FEET, A CHORD DISTANCE OF 577.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 89°-51'-30" EAST; RUN THENCE SOUTH 59°-43'-00" EAST, A DISTANCE OF 1125.00 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1125.00 FEET, A CHORD DISTANCE OF 371.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 75°-30'-18" EAST; RUN THENCE SOUTH 88°-42'-23" EAST, A DISTANCE OF 3015.37 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1125.00 FEET, A CHORD DISTANCE OF 371.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 81°-47'-24" EAST; RUN THENCE SOUTH 72°-17'-11" EAST, A DISTANCE OF 391.07 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 30, SAID POINT ALSO LYING ON THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF LOUISE WILLIAMS (ACCORDING TO DEED RECORDED IN BOOK 149, PAGE 499 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE NORTH 01°-14'-16" WEST, ALONG THE WESTERLY SECTION LINE OF SAID SECTION 30, A DISTANCE OF 3420.44 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 29.66 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD THAT LIE WITHIN.



**MSBU Assessment Area  
Nassau County, Florida**

May 21, 2003



**Legend**

■ Amelia Concourse

0 1,250 2,500  
Feet

**Rayland**  
A subsidiary of Reynolds

INSTR # 200531187  
OR BK 01344 PGS 1493-1556  
RECORDED 08/24/2005 03:22:53 PM  
JOHN A. CRAWFORD  
CLERK OF CIRCUIT COURT  
NASSAU COUNTY, FLORIDA  
RECORDING FEES 545.50

**EXHIBIT B**

**CONTRIBUTION AGREEMENT**

THIS CONTRIBUTION AGREEMENT is made this 19<sup>th</sup> day of AUGUST 2005, by and among Amelia National Enterprise, L.L.C., a Florida limited liability company ("ANE"); TerraPointe L.L.C., a Delaware limited liability company ("TerraPointe"); Lofton Pointe, Inc., a Florida corporation ("Lofton"); Amelia Concourse Development, L.L.C., a Florida limited liability corporation ("ACD"); Seda Construction Company, a Florida corporation ("Seda"); Round Hill Investment Company, LLC, a Florida limited liability company ("Round Hill"); Amelia Development, LLC, a Florida limited liability company ("AD"); LandMar Group, Inc. ("Landmar"); and Woodside Amelia Lakes, LLC, a Florida limited liability company ("Woodside"), their heirs, successors, or assigns (collectively, the "Landowners") and the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida ("County").

**WITNESSETH:**

**WHEREAS**, the Landowners own and intend to develop certain parcels of property located in Nassau County, Florida, south of State Road 200/A1A and west of County Road 107 ("the Property");

**WHEREAS**, the Landowners desire that certain roadway improvements be constructed to provide improved access to their property; and

**WHEREAS**, the Landowners and Nassau County, Florida have previously entered into agreements (i) setting forth the terms and conditions for construction, maintenance, lighting, drainage

and landscaping (the "Improvements") for a roadway serving the Property known as Amelia Concourse and (ii) providing for funding of a portion of the Amelia Concourse Improvements through the issuance of bonds secured by the proceeds of special assessments imposed against the Property (the "Assessments") by creation of a Municipal Services Benefit Unit (the "MSBU");

**WHEREAS**, each Landowner's share of the Assessments is based on the equivalent residential units (the "ERU"s) assigned to its portion of the Property as provided in the attached Exhibit "B"; and

**WHEREAS**, the engineers for Amelia Concourse have advised the Landowners that the actual cost of the Improvements is now estimated to exceed previously budgeted costs by approximately \$5.6 million; and

**WHEREAS**, THE Landowners acknowledge that they are responsible for any and all additional costs associated with the Project that exceed the "Revenue Inflow", pursuant to the Agreement attached hereto as Exhibit "A" attached to the Development Agreement dated September 8, 2003, and in accordance with the County's Roadway and Drainage Standards and the County's Development Review Regulations and FDOT standards; and

**WHEREAS**, the Landowners acknowledge that the total project shall be completed, and if the total project is not completed, as defined in Paragraph 16 hereof, the County shall demand the Letter of Credit, and the County shall not issue any further building or development permits, certificates of occupancy, or certificates of concurrency, and one hundred percent (100%) of the Transportation Impact fees in effect at the time shall be due and payable and concurrency available for each property shall be revoked; and

**WHEREAS**, each Landowner acknowledges that the total project includes construction and engineering for a four-lane section of Amelia Concourse from SR 200/A1A to CR 107. Said

construction includes improvements as determined by the Nassau County Board of County Commissioners and State and Federal agencies.

**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. Findings of Fact. The foregoing statements are true and correct and incorporated herein by reference as Findings of Fact.

2. Landowners' Acknowledgement. The Landowners acknowledge that they have consented to the execution of the Agreement between Montgomery Land Company and the County attached hereto as Exhibit "A" and agree to the terms and obligations thereof.

3. Cost of Improvements; Funding. The Landowners acknowledge that the cost of the Improvements has increased and that the bonds issued by the MSBU (the "Bonds") do not provide funding sufficient for costs of the total Improvements, including engineering costs. The actual total cost of the Improvements shall be determined through a bidding process managed by Connelly and Wicker, Inc. (the "Engineer"). The Engineer shall use its best efforts to minimize the cost of the Improvements. The construction costs of First Permitted Segment and the engineering costs have been determined by the Engineer to be \$4,722,692.96, and the construction contract reflects that amount. This amount does not include the Clerk's Administration Fee of two percent (2%) of the annual special assessment for the debt service and maintenance, or the Board Administration cost of \$25,000.00 per year until the approval of the total project by the Board of County Commissioners, or the Tax Collector's Administrative Fee of two percent (2%) of the annual special assessment for the debt service and maintenance, which are the responsibility of the Landowners. The Landowners

acknowledge that \$7,553,068.97 (representing bond proceeds of \$5,687,372.17 and a prepaid special assessment of \$1,865,696.80), plus interest earned on those funds, has been budgeted for the total project. The bond proceeds, prepaid special assessment, and interest earned on bond and special assessment funds are collectively referred to as "Revenue Inflow". The Landowners further acknowledge that any and all costs and expenses in excess of the Revenue Inflow for the total project shall be paid by the Landowners regardless of the basis for the increase in costs or expenses until the approval of the total Project.

4. Neither the County nor the MSBU shall be responsible for any costs or expenses over and above the Revenue Inflow.

5. After Revenue Inflow has been expended, inspections by the County shall continue pursuant to the County's Road and Drainage Regulations. The Engineering Services Director shall be authorized to stop work at any point that it is determined that the Improvements have not been constructed according to County standards. Any costs or expenses incurred as a result of a stop work directive shall be the responsibility of the Landowners.

6. The Engineer has estimated the cost for completion of the remainder of the total project to be \$8,448,140.00, resulting in a total estimated construction cost of \$13,170,832.96. The parties acknowledge that the estimated cost may increase, and the total project cost may exceed the estimate set forth in this Paragraph.

7. The Landowners acknowledge that the total project is divided into segments. The project shall not be complete until the completion of all segments including any and all State or Federal requirements and acceptance by the Board of County Commissioners. The total project shall

include SR 200/A1A to CR 107, as set forth in the Development Agreement, attached hereto as Exhibit “D”, as well as all State, Federal and local requirements for connection(s) to those roads.

8. Payment of Pro-Rata Share. Each Landowner agrees that it shall pay a pro-rata share of any costs of the Improvements not funded by the Revenue Inflow (the “Excess Costs”), based on the number of ERUs assigned to the Landowner’s portion of the Property. The failure of any Landowner to pay a pro-rata share shall be a default as to the entire Agreement, unless the other Landowners pay that pro-rata share based upon the ERU’s.

9. Collection of Payments. The Landowners shall be solely responsible for payments to the Contractor and Engineer and any other costs associated with the project after the Revenue Inflow is expended.

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

11. Applicable Law; Jurisdiction of Venue. This Contribution Agreement, and the rights and obligations of the Landowners hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Nassau County, Florida. If any provision of this Contribution 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 Contribution Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. Joint Preparation. Preparation of this Contribution 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.

13. Exhibits. All exhibits attached hereto contain additional terms of this Contribution Agreement and are incorporated herein by reference.

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

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

16. Failure to Complete the Project. The Landowners acknowledge that failure to complete the total project within the time frames recommended by the Engineer and established by the Board of County Commissioners, subject to standard force majeure and considering State and Federal permitting, may result, at the County's discretion, in the County's not issuing building and development permits, and certificates of occupancy and may cause a revocation by the County Administrator of concurrency and impact fee credits. Revocation of Impact Fee credits shall require the payment of one hundred percent (100%) of the County's current Impact Fees. Said revocation and the non-issuance of building and development permits by the County Administrator may be appealed to the Board of County Commissioners. The provisions of this Paragraph shall apply to each signatory to this Agreement and to each property within the MSBU regardless of whether properties have been

sold, transferred, or conveyed by the listed Landowner. In addition, the County may demand the Letter of Credit.

17. Letter of Credit. The Landowners shall, as additional security for the completion of the total project, provide, within thirty (30) days of July 13, 2005, a demand letter of credit that is acceptable to the Board of County Commissioners (the "Letter of Credit"). Said Letter of Credit shall be issued in an amount equal to the estimated cost of construction of the total project, less Revenue Inflow times 130% ("LC Calculation"). The Letter of Credit shall be provided to the County Attorney within thirty (30) days of July 13, 2005. The County Attorney shall advise the Landowners of any necessary changes, and said changes shall be made immediately. The County Attorney shall provide a copy to SunTrust Bank, the Clerk and the Board of County Commissioners for their consideration and approval at a regularly scheduled Board of County Commissioners' meeting. The LC Calculation shall be performed by the Engineer every three (3) months, and the Letter of Credit may be reduced or increased to the calculated amount by the Board of County Commissioners. Said letter shall be amended to reflect the revised amount within twenty-one (21) days of notification by the Board of County Commissioners. If the Letter of Credit is not provided within thirty (30) days of July 13, 2005, and subsequently approved by the Board of County Commissioners, no building and/or development permits shall be issued, and no certificates of occupancy shall be issued within the properties described in the map attached hereto as Exhibit "E", and further work shall cease on the Project.

18. Duration of Agreement. This Contribution Agreement shall remain in effect for the ten-year term of the life of the MSBU. This Contribution Agreement may be terminated by mutual consent of the parties.

19. Amendment. This Contribution Agreement may be amended by mutual consent of the parties.

20. 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 any other party in order to carry out the intent of this Contribution Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Contribution Agreement, the parties hereby declare their intention to cooperate with each other in effecting its terms.

21. Notices. Any notices or reports required by this Contribution Agreement shall be sent to the addresses shown on the attached Exhibit "C".

22. The Landowners, their successors and assigns, shall pay seventy-five percent (75%) of the County's Transportation Impact fees for permits issued after July 13, 2005, as opposed to the fifty percent (50%) as set forth in the Development Agreement. For permits issued as of July 13, 2005, an additional twenty-five percent (25%) of the Transportation Impact Fees shall be paid within thirty (30) days.

23. Recordation. This document shall be recorded in the Nassau County Public Records.

24. Description. The legal description of the MSBU properties are set forth in the attached Exhibit "D".

25. The terms of this Agreement take precedence over any conflict(s) with the terms of the Development Agreement attached hereto as Exhibit "D".

26. The Landowners shall be responsible for all fees and costs associated with the calculation, preparation, and certification of an independent third party approved by the Board of

County Commissioners as regards the annual special assessment for debt service and maintenance.

Said information shall be provided to the Tax Collector on or before September 15 of each year.

27. Time is of the essence.

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

Witness

**Amelia National Enterprise, L.L.C.**

Elsa B. Murphy  
Name: Elsa B. Murphy

By: Mitchell R. Montgomery  
Name: Mitchell R. Montgomery  
Its: President

Wayne Pope  
Name: Wayne Pope  
Witness

Date: 8-9-05  
**TerraPointe, L.L.C.**  
Formerly - Rayland, L.L.C.

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

**Lofton Pointe, Inc.**

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

**Amelia Concourse Development, L.L.C.**

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

County Commissioners as regards the annual special assessment for debt service and maintenance.

Said information shall be provided to the Tax Collector on or before September 15 of each year.

27. Time is of the essence.

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

Witness

**Amelia National Enterprise, L.L.C.**

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

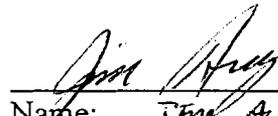
\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

**TerraPointe, L.L.C.**

Formerly - Rayland, L.L.C.

  
Name: JIM AVERY

By: 

Name: Timothy H. Brannen

Its: Sr. Vice President

  
Name: Jeff M. Lawrence

Date: 8/19/2005

Witness

**Lofton Pointe, Inc.**

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

**Amelia Concourse Development, L.L.C.**

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

County Commissioners as regards the annual special assessment for debt service and maintenance. Said information shall be provided to the Tax Collector on or before September 15 of each year.

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Witness

**Amelia National Enterprise, L.L.C.**

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

**TerraPointe, L.L.C.**

Formerly - **Rayland, L.L.C.**

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

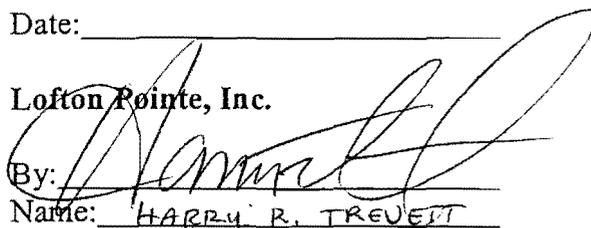
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Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

**Lofton Pointe, Inc.**

*Patricia A. Henderson*  
Name: PATRICIA A. HENDERSON

By: 

Name: HARRY R. TREVERT

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

**Amelia Concourse Development, L.L.C.**

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

County Commissioners as regards the annual special assessment for debt service and maintenance.

Said information shall be provided to the Tax Collector on or before September 15 of each year.

27. Time is of the essence.

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Witness

**Amelia National Enterprise, L.L.C.**

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Witness

Date: \_\_\_\_\_

**TerraPointe, L.L.C.**

Formerly - Rayland, L.L.C.

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

**Lofton Pointe, Inc.**

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

**Amelia Concourse Development, L.L.C.**

\_\_\_\_\_  
Name: \_\_\_\_\_

By: William R. Howell II

Name: William R. Howell, II, President of W.R. Howell Company

Its: Managing Member

Sandra K Douglas  
Name: Sandra K Douglas

Date: 8/8/05

Witness

Jennie M. Lesniak  
Name: \_\_\_\_\_

Lorie Wilson  
Name: \_\_\_\_\_

Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**SEDA Construction Company**

By: \_\_\_\_\_  
Name: John A. Semanic

Date: 8/12/05

**Round Hill Investment Company, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Amelia Development, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**LandMar Group, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Woodside Amelia Lakes, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Witness

*Elsa B. Murphy*  
Name: ELSA B. MURPHY

*Marcus A. Meide*  
Name: MARCUS A. MEIDE

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

**SEDA Construction Company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Round Hill Investment Company, LLC**

By: *Wirt A. Beard, Jr.*

Name: Wirt A. Beard, Jr.

Date: 8/10/05

**Amelia Development, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**LandMar Group, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Woodside Amelia Lakes, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Witness

Paula V. Peters  
Name: PAULA V. PETERS

Deborah S. Thompson  
Name: Deborah S. Thompson

Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

SEDA Construction Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Round Hill Investment Company, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Amelia Development, LLC

By: Dennis V. Jasinsek  
Name: DENNIS V. JASINSEK

Date: 8/9/05

LandMar Group, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Woodside Amelia Lakes, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

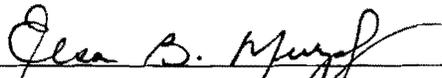
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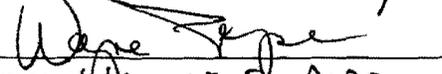
Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Witness

  
Name: Elsa S. Murphy

  
Name: WAYNE S. POPE

Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**SEDA Construction Company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Round Hill Investment Company, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

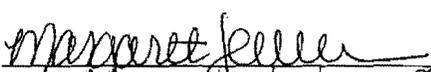
**Amelia Development, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**LandMar Group, <sup>LLC</sup>~~Inc~~**

By: 

Name: Margaret Jenness

Date: \_\_\_\_\_

**Woodside Amelia Lakes, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Witness

\_\_\_\_\_  
Name: Jonathan Wardle

\_\_\_\_\_  
Name: Christy Carroll

**SEDA Construction Company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Round Hill Investment Company, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Amelia Development, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**LandMar Group, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Woodside Amelia Lakes, LLC**

By: W. Howard White

Name: W. Howard White, Manager

Date: 8-9-05

ACCEPTED BY NASSAU COUNTY

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



ANSLEY N. ACREE

Its: Chairman

ATTEST:

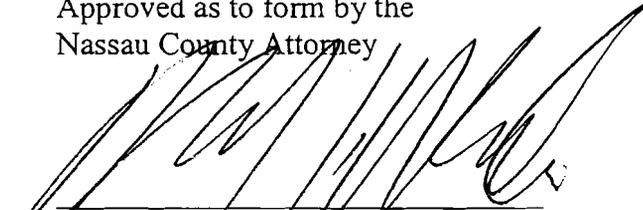


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JOHN A. CRAWFORD

Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney



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MICHAEL S. MULLEIN

z/amyers/Amelia-concourse/contribution-agmt

EXHIBIT "A"

AGREEMENT

THIS AGREEMENT is made this \_\_\_ day of July, 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 "Board", and **MONTGOMERY LAND COMPANY**, a Florida corporation, hereinafter referred to as the "Developer".

WHEREAS, on August 11, 2003 the Board passed Resolution No. 2003-109 (the "Resolution") which created a municipal service benefit unit (the "MSBU") known as the Amelia Concourse Assessment Area (the "Assessment Area") for the construction and maintenance of certain Road Improvements defined in the Resolution;

WHEREAS, "Road Improvements" means a roadway constructed between CR 107 and AIA along with pedestrian lighting, drainage, irrigation, and landscaping improvements to be known as the Amelia Concourse; and

WHEREAS, the work associated with the Road Improvements includes engineering and construction costs; and

WHEREAS, the Developer desires to assume responsibility to contract with a contractor for the entire Project, and the Board agrees; and

WHEREAS, the Board (serving as the governing board of the MSBU) has, according to Section 6.02 of the Resolution, final authority as to any recommendations pertaining to the construction and maintenance of said Road Improvements; and

WHEREAS, pursuant to Section 4.01(B) of the Resolution, the Board may contract with the landowners in the Assessment Area (the "Landowners") to build and engineer the Road Improvements; and

WHEREAS, the Board has determined that it is in Nassau County's best interest to enter into this Agreement and to allow the Developer to coordinate the construction of the Road Improvements (the "Project") by selecting a contractor (the "Contractor") and entering into a contract (the "Contract") and monitoring the Contractor's performance thereunder; and

WHEREAS, the Board, at the Landowners' request, authorized the Landowners to engage an engineer (the "Engineer") to prepare the plans and provide oversight services for the Project.

FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

1. Construction Authorization. The Board authorizes and the Developer shall contract with a Contractor(s) to construct the entire Project as defined in the Resolution. The Developer shall also contract with the Engineer. The Board acknowledges that the Project shall be constructed in permitted segments and that the initial Construction Contract shall be for the first permitted segment ("First Permitted Segment") of the Project, which includes construction of a four-lane section of Amelia Concourse from State Road 200 to the wetland west of the south entrance of the Amelia National PUD. The Developer shall also contract with a contractor for the construction of the segments necessary to complete the total project (the "Remaining Construction").

2. Construction Estimates. The construction and engineering costs of First Permitted Segment have been determined by the Engineer to be \$4,722,692.96. The Engineer has estimated the cost of completion for the remainder of the total Project to be \$8,448,140.00, resulting in a total estimated construction cost of \$13,170,832.96, this amount does not include the Clerk's Administration Fee for the term of the Bond issue of two percent (2%) of the annual special assessment for the debt service and maintenance, or the Board Administration Cost of \$25,000.00 per year until the total roadway construction is approved by the Board of County Commissioners, or the Tax Collector's Administrative Fee for the term of the Bond issue of two percent (2%) of the annual special assessment for the debt service and maintenance. Both parties acknowledge that this actual construction amount may exceed the estimate. Both parties acknowledge that \$7,553,068.97 (representing bond proceeds of \$5,687,372.17 and a prepaid special assessment of \$1,865,696.80), plus interest earned on those funds, has been budgeted for the total Project. The bond proceeds, prepaid special assessment, and interest earned on bond and special assessment, and interest earned on bond and special assessment funds are collectively referred to as "Revenue Inflow". Costs that exceed the Revenue Inflow for the total Project shall be paid by the Landowners as set forth in the Contribution Agreement.

3. First Permitted Segment/Remaining Construction. The Contract for the First Permitted Segment has been prepared by the Developer and the Contractor and submitted to the County staff and the County Attorney for their review and approval. The Board of County Commissioners has approved the contract, and a copy of the Contract is attached hereto as Exhibit "A". The Developer shall prepare a contract for the Remaining Construction and submit the contract to County staff and the County Attorney for review. The Board of County Commissioners will review the contract and must approve said contract prior to commencement of any work on the Remaining Construction. The contract for the Remaining Construction shall be prepared and submitted to the Board of County Commissioners at least thirty (30) days prior to the issuance of the US Army Corps of Engineering Individual Permit for the Remaining Construction, and work on the Remaining Construction shall commence within thirty (30) days of the receipt of the US Army Corps of Engineers Individual Permit and Board approval.

4. Landowner Authorization of this Agreement. The majority of the Landowners have authorized the Developer to execute the Contract on their behalf, as indicated on Exhibit "B" attached hereto.

5. Landowner Authorization of Engineering Contract. The majority of the Landowners have also authorized the Developer to contract with Connelly & Wicker, Inc., an engineering firm, for the entire project. The firm was selected by the majority of the Landowners as indicated by Exhibit "B". The Landowners, by executing Exhibit "B", authorize the Developer to designate a representative of the MSBU Advisory Board (the "Advisory Board") to act on the Advisory Board's behalf.

6. Construction Plans. The plans for the construction of the First Segment have been reviewed by Nassau County Engineering Services Department and approved based upon the Exhibit "A" attached to the Development Agreement dated September 8, 2003. Construction shall proceed upon the joint execution of this Agreement. The MSBU shall not be liable for any additional work or costs associated with the Project that exceed Revenue Inflow.

7. Construction plans for the Remaining Construction. Construction plans for the Remaining Construction shall be ready for permit submittals within ninety (90) days of the date of this Agreement and shall be submitted within the ninety-day period to the Engineering Services Department and other reviewing agencies for review and approval. Any changes required as a result of such review shall be completed within thirty (30) days of receipt of written comments. Any changes required pursuant to permitting agencies shall be addressed within thirty (30) days of receipt from the permitting agencies and approved by the Board of County Commissioners within sixty (60) days of receipt thereof.

8. Additional Costs. Additional costs are addressed in the Contribution Agreement.

9. Payment Procedure. The procedures for payment from Revenue Inflow of invoices from the Contractor shall be as follows:

a. The Engineer shall indicate its approval for payment of the Contractor's invoices, which shall indicate that the work has been done in compliance with the contract and shall be certified by the Engineer.

b. The Engineer shall provide the pay request to the Developer's representative, who shall then, by signing the invoices, indicate the recommendation of the Advisory Board and the Developer as to the payment of the invoices.

c. The Developer's representative shall tender the invoices to the County's Engineering Services Director for review and approval by himself and the CEI. Upon approval by the Engineering Services Director and the CEI, the invoice will be forwarded to the County Administrator for review and approval.

d. Upon approval of the invoice by the County Administrator, the invoice will be delivered to the Clerk's Financial Services Department for review of the invoice, and if found acceptable, placed on the Board's next available agenda for approval of payment.

e. Upon approval of payment by the Board, the Clerk of the Court will issue payment to the Contractor.

10. Engineer Certification. The Engineer shall certify that the road is built to County standards and provide said certification to the Developer and the Advisory Board, who shall also be required to certify that the road is built to County Standards. The Engineering Services Director shall review the certification and make a recommendation to the Board. The Letter Of Credit, as set forth in the Contribution Agreement, shall not be released until the Board accepts the Road Improvements. The parties acknowledge that, so long as the Letter of Credit is maintained in good standing, there shall be no additional bonding requirements for the Project.

11. Engineering Services Inspections. After the Revenue Inflow has been expended, inspections by the County shall continue pursuant to the County's Road and Drainage Regulations. The Engineering Services Director shall be authorized to stop work at any point that it is determined that the improvements have not been constructed according to County standards.

12. Developer Indemnification. The Developer shall indemnify and hold harmless the County, and its Officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Developer and/or any persons employed or utilized by the Developer in the performance of the Contract.

13. Contractor Indemnification. The Contractor shall indemnify and hold harmless the County, and its Officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and/or any persons employed or utilized by the Contractor in the performance of the Contract.

14. Developer Responsibility. The Developer shall be responsible for any and all costs incurred for utility lines. That responsibility includes any agreement by and between the Developer and JEA. The MSBU shall not be responsible for payment to JEA.

15. Letter of Credit. A letter of credit shall, as additional security for the completion of the total project, be provided as set forth in the Contribution Agreement. If the Letter of Credit is not provided within the thirty (30) day period and subsequently approved by the Board of County Commissioners, no building and/or development permits shall be issued, and no certificates of occupancy shall be issued within the

properties as set forth in the Contribution Agreement, and further work shall cease on the Project.

16. Default. If the County Administrator determines that the Developer is in default as to the terms of this Agreement or the Contribution Agreement (“Event of Default”), the County Administrator, on behalf of the Board of County Commissioners, may notify the Developer of his intent to suspend work on any portion of the Project. If the Letter of Credit and the Contribution Agreement are not provided and subsequently approved by the Board of County Commissioners within thirty (30) days, the County Administrator shall automatically stop the Project and the remedies under Paragraph 17 shall be utilized. Notification shall be written and sent by UPS, FedEx, or hand delivered with a receipt requested. The Developer shall have ten (10) days following notice that an Event of Default has occurred during which to remedy the default. A suspension may include a suspension of the issuance of building permits, and development permits and certificates of occupancy. Any such action by the County Administrator may be appealed to the Board of County Commissioners, and the Board of County Commissioners shall schedule a meeting to hear said appeal within ten (10) days of notification by the Developer in order to hear said appeal. In addition, the County may demand the Letter of Credit.

17. Failure to Comply. The Developer acknowledges that failure to complete the total project within time frames established by the Engineer and approved by the Board of County Commissioners, considering State and Federal permitting, subject to the standard force majeure, shall result in the County’s not issuing building and development permits, and certificates of occupancy and shall cause a revocation of concurrency certificate and impact fee credits and shall require the payment of one hundred percent (100%) of the County’s current Impact Fees. In addition, the County may demand the Letter of Credit.

18. Joint Preparation. Preparation of this Contribution 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.

19. Collection of Payments. The Developer, subject to the Contribution Agreement, shall be responsible for payments to the Contractor and Engineer and any other costs associated with the project after the Revenue Inflow is expended. In addition, the Developer, subject to the Contribution Agreement, acknowledges that any costs or expenses caused by any default of this Agreement or the Contribution Agreement as determined by the Board of County Commissioners shall be the responsibility of the Developer.

20. Disputes. Any dispute arising under this Agreement, except for the appeal process set forth herein and the Letter of Credit demand, shall be addressed by the representatives of the County and the Developer as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Engineering Services

Director and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Engineering Services Director or their designee and a representative of the Developer. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the County Administrator or his/her designee, and the County Attorney and the County Administrator and the Engineering Services Director or their designee(s) shall meet with the Developer's representative. Said meeting shall occur within thirty (30) days of the notification by the County Administrator. If there is still no satisfactory resolution of the dispute, it shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Developer. If either party initiates a Court proceeding, and the Court orders or the parties agree to mediation, the cost of mediation shall be borne by the Developer. No litigation shall be initiated unless and until the procedures set forth herein are followed. No work shall cease during a dispute unless the Board of County Commissioners directs that work shall cease, and said direction shall be in writing.

21. Duration. The duration of this Agreement shall remain in effect until the total completion of the Project as determined by the Board of County Commissioners. The Agreement may be terminated pursuant to the procedure set forth in the Contribution Agreement.

22. Time is of the essence.

IN WITNESS WHEREOF, the Board and the Developer have caused this Agreement to be executed and delivered as of the day and year first above written.

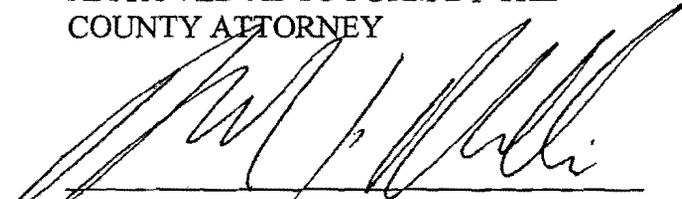
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
ANSLEY N. ACREE, CHAIRMAN

ATTEST:

  
JOHN A. CRAWFORD  
ITS: EX-OFFICIO CLERK

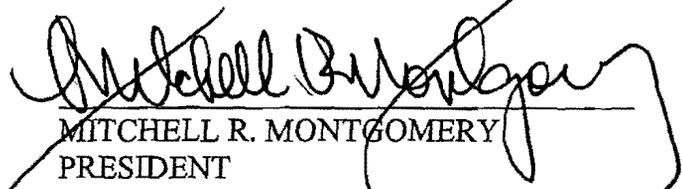
APPROVED AS TO FORM BY THE  
COUNTY ATTORNEY



---

MICHAEL S. MULLIN, ESQUIRE

DEVELOPER:  
MONTGOMERY LAND COMPANY



---

MITCHELL R. MONTGOMERY  
PRESIDENT

z/amyers/Amelia-concourse/landowner-board-agmt

EXHIBIT "A" TO "AGREEMENT"

 **AIA® Document A101™ – 1997**

**Standard Form of Agreement Between Owner and Contractor**  
*where the basis of payment is a STIPULATED SUM*

AGREEMENT made as of the Seventeenth day of May in the year of Two Thousand and Five  
*(In words, indicate day, month and year)*

**BETWEEN** the Owner:  
*(Name, address and other information)*

Montgomery Land Company  
Mitchell R. Montgomery  
13400 Sutton Park Drive South, Suite 1402  
Jacksonville, FL 32224  
Telephone Number: (904) 821-7171  
Fax Number: (904) 821-7178

and the Contractor:  
*(Name, address and other information)*

Vallencourt Construction Company, Inc.  
P.O. Box 65849  
Orange Park, FL 32065  
Telephone Number: 904-291-9330  
Fax Number: 904-291-4922

The Project is:  
*(Name and location)*

Amelia Concourse Phase I – *Roadway*  
Nassau County

The Architect is:  
*(Name, address and other information)*

Connelly and Wicker, Inc.  
1711 South 5th Street, Jacksonville Beach, FL 32250  
Telephone Number: 904-249-7995  
Fax Number: 904-241-1126

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

| The commencement date will be fixed in a notice to proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

| None.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Million, Seven Hundred Ninety-five Thousand Five Hundred Eighty-two Dollars and Ninety-six Cents (\$3,795,582.96), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)*

§ 4.3 Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
-------------	-------	-----------------

## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifteenth day of a month, the Owner shall make payment to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent ( 10.00% ). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent ( 10.00% );
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

**§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:**

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**ARTICLE 6 TERMINATION OR SUSPENSION**

**§ 6.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

**§ 6.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

**ARTICLE 7 MISCELLANEOUS PROVISIONS**

**§ 7.1** Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

| Two percent ( 2.00% ) per annum

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and*

elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:  
(Name, address and other information)

Mitchell R. Montgomery  
13400 Sutton Park Drive South, Suite 1402 Jacksonville, FL 32224

§ 7.4 The Contractor's representative is:  
(Name, address and other information)

Marcus McNamary  
P.O. Box 65849  
Orange Park, FL 32065  
Mobile Number: 904-838-4492  
Marcus@vallencourt.com

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

*See Addendum One Attached Hereto*

**ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS**

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows

Document	Title	Pages
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§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit:

§ 8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit:

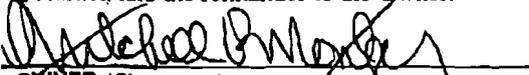
§ 8.1.6 The Addenda, if any, are as follows:

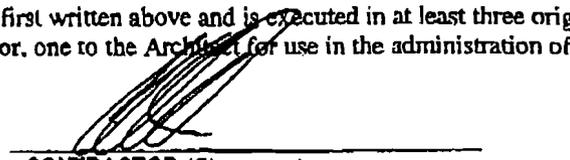
Number	Date	Pages
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

  
\_\_\_\_\_  
OWNER (Signature)  
Mitchell R. Montgomery, President  
(Printed name and title)

  
\_\_\_\_\_  
CONTRACTOR (Signature)  
~~Marcus McInarnay, Project Manager~~  
(Printed name and title)  
Michael A. Vallencourt, President

## ADDENDUM ONE TO VALLENCOURT/MONTGOMERY AGREEMENT

The parties acknowledge that Montgomery Land Company has entered into this agreement with the authorization of and pursuant to a separate agreement with the Board of County Commissioners of Nassau County, Florida (the "Developer - Board Agreement"). A copy of the Developer - Board Agreement is attached as Exhibit "A" and incorporated herein by reference.

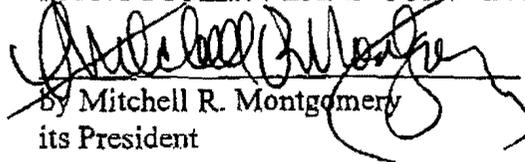
Vallencourt Construction Company specifically acknowledges and is in agreement with the following provisions contained in the Developer - Board Agreement:

1. The plans for the construction of the Project will be reviewed by Nassau County (the "County") staff and will be submitted to the Board for their comments and approval. No construction shall commence, except for utility construction, unless and until the Board has approved the construction plans. The construction plans will set forth the exact improvements to be constructed within the Project. The MSBU shall not be liable for any additional work or costs associated with the Contract without the prior approval of the Board. Any costs not approved by the Board of County Commissioners shall be the responsibility of the Landowners.
2. The Landowners are responsible for any additional costs incurred pursuant to any requirement(s) of any State and/or Federal agencies. The Developer shall notify the Director of Engineering Services of any State or Federal requirements immediately upon verbal or written notification.
3. The procedures for payment of invoices from the Contractor shall be as follows:
  - a. Connelly & Wicker (the "Engineer") shall indicate its approval for payment of the Contractor's invoices, which shall indicate that the work has been done in compliance with the contract and shall be certified by the Engineer.
  - b. The Engineer shall provide the pay request to the Developer's representative, who shall also be the Advisory Board representative, who shall then, by signing the invoices, indicate the recommendation of the Advisory Board and the Developer as to the payment of the invoices.
  - c. The Developer's representative shall tender the invoices to the County's Engineering Services Director for review and approval by himself and the CEI. Upon approval by the Engineering Services Director and the CEI, the invoice will be forwarded to the County Administrator for review and approval.

- d. Upon approval of the invoice by the County Administrator, the invoice will be delivered to the Clerk's Financial Services Department for review of the invoice, and if found acceptable, placed on the Board's next available agenda for approval of payment.
  - e. Upon approval of payment by the Board, the Clerk of the Court will issue payment to the Contractor.
  - f. No final amount from the MSBU shall be paid until the Board accepts the Road Improvements. The Engineer shall certify that the road is built to County standards and provide said certification to the Developer and the Advisory Board, who shall also be required to certify that the road is built to County Standards. The Engineering Services Director shall review the certification and make a recommendation to the Board.
5. The Contractor shall indemnify and hold harmless the County, and its Officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and/or any persons employed or utilized by the Contractor in the performance of the Contract.
  6. The Developer shall be responsible for any and all costs incurred for utility lines. That responsibility includes any agreement by and between the Developer and JEA. The MSBU shall not be responsible for payment to JEA.
  7. The County Administrator, on behalf of the Board of County Commissioners, may notify the Developer to suspend work on any portion of the Project if the County Administrator determines that the Developer is in violation of the terms of this Agreement. Notification shall be written and sent by UPS, FedEx, or hand delivered with a receipt requested.
  8. Vallencourt acknowledges and agrees that this Addendum supercedes any provisions of the AIA Contract that are in conflict with this Addendum.
  9. Vallencourt acknowledges and agrees that the Board of County Commissioners of Nassau County has no obligation to Vallencourt. The funding for Phase I is pursuant to the Amelia Concourse MSBU, and payment procedures set forth in the Addendum. Any dispute as to payments shall be between Vallencourt and the Developer.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed and delivered as of the 20th day of July, 2005.

MONTGOMERY LAND COMPANY

  
By Mitchell R. Montgomery  
its President

VALLENCOURT CONSTRUCTION

  
by Michael A. Vallencourt  
its President

EXHIBIT "B" TO "AGREEMENT"

AUTHORIZATION

The undersigned, being a majority of the Landowners having ERU's pursuant to the Development Agreement dated September 8, 2003, authorize the Developer to execute the contract attached as Exhibit "A" on their behalf, and, further, they indicate that they have the authority of their various entities to execute this Authorization and understand the terms of the Agreement.

Witness

Elsa B. Murphy  
Name: Elsa B. Murphy

Mitchell Montgomery  
Name: Mitchell Montgomery

Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**Amelia National Enterprise, L.L.C.**  
Number of ERU's - 1034.2

By: Mitchell Montgomery  
Name: MITCHELL MONTGOMERY  
Its: PRESIDENT

Date: 7/18/05

**Lofton Pointe, Inc.**  
Number of ERU's - 250.92

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Amelia Concourse Development, L.L.C.**  
Number of ERU's - 500

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**AUTHORIZATION**

The undersigned, being a majority of the Landowners having ERU's pursuant to the Development Agreement dated September 8, 2003, authorize the Developer to execute the contract attached as Exhibit "A" on their behalf, and, further, they indicate that they have the authority of their various entities to execute this Authorization and understand the terms of the Agreement.

Witness

**Amelia National Enterprise, L.L.C.**  
Number of ERU's - 1034.2

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

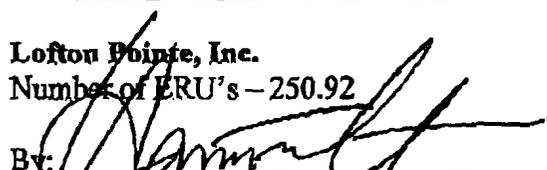
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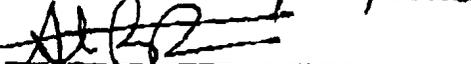
Date: \_\_\_\_\_

Witness

**Lofton Pointe, Inc.**  
Number of ERU's - 250.92

  
Name: Michelle A. Stephens

By:   
Name: HARRY R. TREVETT

  
Name: STEVEN BROCKSMITH

Date: 7/18/05

Witness

**Amelia Concourse Development, L.L.C.**  
Number of ERU's - 500

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

**AUTHORIZATION**

The undersigned, being a majority of the Landowners having ERU's pursuant to the Development Agreement dated September 8, 2003, authorize the Developer to execute the contract attached as Exhibit "A" on their behalf, and, further, they indicate that they have the authority of their various entities to execute this Authorization and understand the terms of the Agreement.

Witness

**Amelia National Enterprise, L.L.C.**  
Number of ERU's - 1034.2

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

**Lofton Pointe, Inc.**  
Number of ERU's - 250.92

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

**Amelia Concourse Development, L.L.C.**  
Number of ERU's - 500

*Sharon Hudson*  
Name: Sharon Hudson

By: *William R. Howell II*

Name: William R. Howell, II  
As President of W.R. Howell Company

Its Managing Member

*Sandra D. Jones*  
Name: Sandra D. Jones

Date: July 18, 2005

Witness

**Round Hill Investment Company, LLC**  
Number of ERU's - 149

Melanie Sloan  
Name: Melanie Sloan

By: W. A. Beard Jr.  
Name: W. A. Beard Jr.

Margaret M. Beard  
Name: Margaret M. Beard

Date: July 18, 2005

Witness

**Amelia Development, LLC**  
Number of ERU's - 106

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

**Woodside Amelia Lakes, LLC**  
Number of ERU's - 749

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

z:\myces\Amelia-course/authorization

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

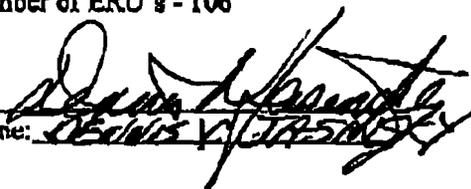
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Round Hill Investment Company, LLC  
Number of ERU's - 149

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Amelia Development, LLC  
Number of ERU's - 106

By:   
Name: Amelia Development, LLC

Date: \_\_\_\_\_

Woodside Amelia Lakes, LLC  
Number of ERU's - 749

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

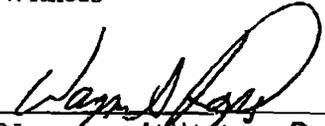
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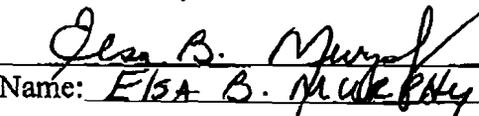
Witness

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Witness

  
Name: WAYNE S. PIRE

  
Name: ELSA B. MYERS

z/myers/Amelia-concourse/authorization

**Round Hill Investment Company, LLC**  
Number of ERU's - 149

By: \_\_\_\_\_  
Name: \_\_\_\_\_

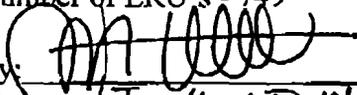
Date: \_\_\_\_\_

**Amelia Development, LLC**  
Number of ERU's - 106

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Woodside Amelia Lakes, LLC**  
Number of ERU's - 749

By:   
Name: Jonathan D. Wardle  
*Acquisition & Development Manager*

Date: July 18, 2005

**Exhibit "B"**  
**ERUs**

<b>Landowner</b>	<b>Equivalent Residential Units</b>	<b>% of Total</b>
Amelia National Enterprise, LLC	1034.2	25
Lofton Pointe, Inc.	250.92	6
Amelia Concourse Development, LLC	500	12
SEDA Construction Company	210	5
Rayland, LLC	716	17
Round Hill Investment Company, LLC	149	4
Amelia Development, LLC	106	2
LandMar Group, Inc.	471.6	11
Woodside Amelia Lakes, LLC	<u>749</u>	<u>18</u>
	<u>4,186.72</u>	<u>100%</u>

**Exhibit "C"**  
**Notice Addresses**

**Amelia National Enterprise, LLC**  
**Attn: Mitchell R. Montgomery**  
**13400 Sutton Park Drive, South**  
**Suite 1402**  
**Jacksonville, FL 32224**  
**Telephone: (904) 821-7171**  
**Facsimile: (904) 821-7178**

**Lofton Pointe, Inc.**  
**Attn: Harry Trevett**  
**c/o First Bank of Jacksonville**  
**11100 San Jose Boulevard**  
**Jacksonville, FL 32223**

**Amelia Concourse Development, LLC**  
**Attn: Greg Matovina**  
**2955 Hartley Road, Suite 108**  
**Jacksonville, FL 32257**  
**Telephone: (904) 292-0778**  
**Facsimile: (904) 292-9468**

**SEDA Construction Company**  
**Attn: John A. Semanik**  
**2120 Corporate Square Blvd., Suite 3**  
**Jacksonville, FL 32216**  
**Telephone: (904) 724-7800**  
**Facsimile: (904) 727-9500**

**TERRA POINTE, LLC**  
**Attn: Dan Renaud**  
**1901 Island Walkway Drive**  
**Fernandina Beach, Florida 32035**  
**Telephone: (904) 321-5552**

**Round Hill Investment Company, LLC**

**Attn: Wirt Beard**

**4741 Algonquin Avenue**

**Jacksonville, FL 32210**

**Telephone: (904) 545-6590**

**Facsimile: (904) 387-9780**

**Amelia Development, LLC**

**Attn: Dennis Jasinsky**

**311 Centre Street**

**Amelia Island, Florida 32034**

**Telephone: (904) 261-0347**

**Facsimile: (904) 321-0816**

**LandMar Group, Inc.**

**Attn: Robert Furlong**

**10161 Centurion Parkway, North**

**Suite 190**

**Jacksonville, FL 32256**

**Telephone: (904) 998-8300**

**Facsimile: (904) 998-9011**

**Woodside Amelia Lakes, LLC**

**Attn: Jonathan D. Wardle**

**4540 Southside Blvd., #202**

**Jacksonville, FL 32216**

**Telephone: (904) 642-1344**

**Facsimile: (904) 641-1856**

Prepared By and Return To:  
Susan C. McDonald, Esquire  
Rogers Towers  
1301 Riverplace Blvd., Suite 1500  
Jacksonville, FL 32207  
(904) 346-5587

INSTR # 20034478 FINAL  
OR BK 01195 PGS 0238-0277  
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J. M. OXLEY JR  
CLERK OF CIRCUIT COURT  
NASSAU COUNTY, FLORIDA  
RECORDING FEES 181.50

EXHIBIT "D"

DEVELOPMENT AGREEMENT

40

THIS DEVELOPMENT AGREEMENT, made this 8<sup>th</sup> day of September, 2003, by and between Amelia National Enterprise, L.L.C., a Florida limited liability corporation ("ANE"), Rayland L.L.C., a Delaware limited liability company ("Rayland"), Lofton Pointe, Inc., a Florida corporation ("Lofton"), Amelia Concourse Development, L.L.C., a Florida limited liability corporation ("ACD"), Seda Construction, a Florida corporation ("Seda"), Robert A. and Sook Marino, husband and wife ("Marino"), their heirs, successors, or assigns ("Owners"), and NASSAU COUNTY, a political subdivision of the State of Florida (the "County").

WITNESSETH:

WHEREAS, the Owners own and intend to develop certain parcels of property as more particularly described ("Proposed Development") herein located in a strategic and rapidly growing area south of State Road 200/A1A and west of County Road 107 ("the Property");

WHEREAS, to respond to the needs of health, safety and welfare of the residents of the area and to better evacuate residents from the Nassauville area in the event of a hurricane, County determined that County Road 107 needs to be widened to increase its capacity or an alternative route needs to be constructed to meet this need;

WHEREAS, the County has determined that construction of an alternate route would be the safest and most practical solution in order to timely respond to the need to improve the hurricane evacuation route for residents in the area:

A CERTIFIED TRUE COPY  
OFFICE, Clerk to the Board of County Comm.  
Nassau County, Florida  
J. M. Oxley Jr  
Clerk

WHEREAS, the Owners need additional roadway improvements to be constructed to provide primary access to their property;

WHEREAS, such additional roadway improvements would also provide an alternative route to improve the hurricane evacuation system needed by the County;

WHEREAS, the Owners need county approval of transportation concurrency to enable them to develop their property;

WHEREAS, the Owners and the County desire to enter into an agreement to set forth the terms and conditions under which this alternative roadway would be built in consideration for which the County would grant transportation concurrency to the Owners;

WHEREAS, improvements will be called Amelia Concourse and will include construction, maintenance, lighting, drainage and landscaping;

WHEREAS, the parties desire to fund a portion of the Amelia Concourse improvements through the issuance of bonds secured by the proceeds of special assessments imposed against the Property by creation of a Municipal Special Bonding Unit (MSBU);

WHEREAS, such an agreement 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, to promote compatibility with surrounding land uses; Objectives 2.02 and 2.05 to provide for safe hurricane evacuation facilities for the citizens of Nassau County and to provide transportation infrastructure adequate to meet the impacts of development;

Public Facility Schedule

The following public facilities will serve the development proposed for the Property through the ten (10) years of the Development Agreement to 2013.

- (1) Transportation -- This Development Agreement meets the requirements of Section 163.3180(2), F.S. regarding the provision of roads. A traffic analysis was conducted to determine that all impacted road segments will continue to operate within the level of service standard set forth in the Nassau County Comprehensive Plan or in the alternative will meet the requirements and/or intent of the Nassau County Fair Share Ordinance.
- (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 of Phase II.
- (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**, the County acknowledges Proposed Development meets the goals and policies of the Nassau County Comprehensive Plan and Future Land Use Map;

**WHEREAS**, the County deems it to be in the public interest to recognize the benefits of the Proposed Development;

**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 in the office and commercial areas and a variety of housing opportunities in the residential areas, will substantially augment the ad valorem tax base of the County, and enhance the health, safety and welfare of the citizens of Nassau County;

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:

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

1. Purpose. Conditions Precedent to Development. The purpose of this Development Agreement is as follows:

To establish procedures by which each of the Owners may be granted concurrency to the extent specified herein in consideration for the funding and construction of the Amelia Concourse Improvements ("Improvements") as further described on Exhibit A attached. Each Owner agrees that its Property is located within the Amelia Concourse Assessment Area and further agrees that it will be benefited from construction of the Improvements.

2. Assignment of Daily Trips to Owners.

a. Amelia National Enterprise- Amelia National Enterprise is the owner of the property described on Exhibit B which is also on Parcel A as reflected on the MSBU Assessment Area Map attached as Exhibit H ("ANE Lands"). ANE is hereby relieved of all obligations under that certain concurrency certificate dated May 3, 2002. ANE is hereby granted concurrency to be used on ANE Lands for 729 single family units, 20 multifamily units, 20,000 square feet of commercial development, and a 206.79 acre golf course and clubhouse or 9890 daily trips pursuant to the terms and conditions of this Agreement.

b. Lofton Pointe, Inc.- Lofton is the owner of the property described on Exhibit C which is Parcel B on the attached Exhibit H. ("Lofton Lands") Lofton is hereby granted concurrency to be used on Lofton Lands for 16,000 square feet of general commercial or 1397 daily trips pursuant to the terms and conditions of this Agreement.

c. Amelia Concourse Development, L.L.C. -Amelia Concourse Development, L.L.C. is the owner of the property described on Exhibit D which is Parcel E on the attached Exhibit H ("ACD Lands"). ACD is hereby granted concurrency to be

used on the ACD Lands for 106 single family residential units or 1014 daily trips pursuant to the terms and conditions of this Agreement.

d. Seda Construction Company – Seda Construction Company is the owner of property described on Exhibit E which is Parcel G on the attached Exhibit H. (“Seda Lands”) Seda is hereby granted concurrency to be used on the Seda Lands for 210 single family residential units or 2010 daily trips pursuant to the terms and conditions of this Agreement.

e. Robert A. and Sook Marino— Robert A. and Sook Marino are the owners of the property described on Exhibit F which is Parcel J on the attached Exhibit H. (“Marino Lands”) Marino is hereby granted concurrency to be used on the Marino Lands for 149 single family residential units or 1426 daily trips pursuant to the terms and conditions of this Agreement.

f. Rayland, LLC -- Rayland, LLC is the owner of the property described on Exhibit G which is comprised of Parcels I, K, and L on the attached Exhibit H. (“Rayland Lands”). Rayland, LLC is hereby granted concurrency to be used on the Rayland Lands for (i) 749 single family residential units, 300 multifamily residential units, and 30,000 square feet of general commercial and a total of 11,662 daily trips on Parcel I, (ii) 100 single family residential units and 100,000 square feet of general commercial and a total of 6855 daily trips on Parcel K, and (iii) 500 single family residential units and a total of 4785 daily trips on Parcel L pursuant to the terms and conditions of this Agreement. The County hereby acknowledges that Rayland LLC is a land seller. Rayland LLC agrees to donate right of way to the County for the Amelia Concourse Improvements with a value of Three Hundred Thousand and no/100 Dollars (\$300,000.00) at such time as the MSBU

is created and a county contribution is required. This donation is based on thirty acres of right of way valued at Ten Thousand and no/100 Dollars (\$10,000.00) per acre.

3. Term of Concurrency, Transferability. So long as any Owner is in compliance with this Agreement, such Owner shall maintain the allocation of transportation concurrency for the period of the Agreement. Each owner's allocation of concurrency shall run with its Property and the benefits under this Agreement are transferable to each Owner's heirs, successors and assigns. Provided however, the parties agree that daily trips may be transferred from one Property to the other so long as the Property is within the Amelia Concourse Assessment Area. So long as the number of daily trips assigned to the Parcel is not exceeded, any Owner may vary uses, the number of units and/or square feet on a Parcel using the trip generation data set forth in the Amelia Concourse Assessment Resolution subject to the requirements of Florida Statutes 380.06 and pertinent zoning requirements of the Parcel itself.

4. County Obligations.

100% Transp Impact Fees :

a. 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 citizens of the County.

b. This Agreement is consistent with Nassau County Ordinance No. 99-06, as it may be amended from time to time, and Florida Statutes Section 163.3220-163.3243 and is effective through the December 31, 2013 or within any applicable extension to this Agreement issued or agreed to by the County.

c. The County grants each Owner an exemption from the payment of fifty percent (50%) of the prevailing transportation impact fees on the Property which is the subject of this Agreement. This exemption will expire on the earlier of the following events: (i) the expiration of this agreement or (ii) the expiration of the MSBU.

d. The County agrees that Owners may continue to submit plans for development on Owner's property concurrent with the design, engineering, and completion of construction of the Improvements up to the point of occupancy of development on the Owner's Property . No certificates of occupancy may be issued on the Owner's Property until the Improvements are completed. Provided however, as four lanes of the Improvements have been constructed adjacent to an Owner's Property and approved by the County as a part of the bonded contract for construction of the entire four lane project, certificates of occupancy may be issued for development on the Owner's property adjacent to the four lanes of the Improvements. ✕

5. 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. 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 the 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. For purposes of determining whether units or square feet have met concurrency requirements under this Agreement, final engineering plans must be submitted to the County prior to the expiration of this Agreement.

6. Necessity to Obtain Permits and Perform Traffic Signalization Study.

Owners hereby acknowledge 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. When required by the County, Owners agree to fund a transportation analysis to determine timing changes for signalization at the intersections of State Road 200 at U.S. 17 and State Road 200 at Nassauville Road. The results of the analysis will be furnished to the Florida Department of Transportation in order that such changes may be implemented.

7. 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.

8. Permitting Requirements. 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
- 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

9. Subsequently Adopted Regulations. The County may apply subsequently adopted regulations and policies to the Proposed Development only upon meeting the requirements of Section 163.3233 Florida Statutes (2002).

10. Reporting. Beginning one year after the Effective Date of this Agreement as defined herein, the Owner 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 herein above.

11. Recording.

a. Owners shall pay all costs related to providing notice and advertising this Agreement under Section 163.3225, Florida Statutes, and the cost of recording this Agreement.

b. 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.

12. 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.

13. 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.

14. 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.

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

16. 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.

17. 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.

18. Effective Date; Duration of Agreement. This Agreement shall become effective after it has been recorded in the public records of Nassau County, after approval of the MSBU, 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 debt incurred for construction of the Improvements is repaid in full or (ii) the tenth 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 ten (10) years unless extended as set forth above.

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

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

21. 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.

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

For the County:                   The Management Team  
  P. O. Box 1010  
  Fernandina Beach, Florida 32034

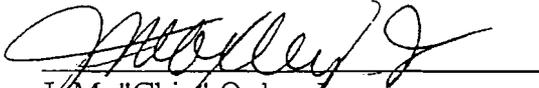
For the Owner:                   Susan C. McDonald, Attorney at Law  
  Rogers Towers  
  1301 Riverplace Boulevard, Suite 1500  
  Jacksonville, FL 32207

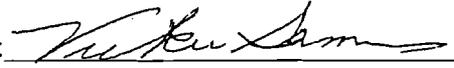
23. Benefits to County. The County hereby acknowledges and agrees that this Agreement substantially benefits the County in carrying out its comprehensive plan objectives, its hurricane evacuation procedures, and its capital improvement planning program to provide certainty in planning and scheduling 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 8th day of September, 2003.

Attest: County Clerk

Board of County Commissioners  
Nassau County, Florida

  
J.M. "Chip" Oxley, Jr.  
Its: Ex-Officio Clerk

By:   
VICKIE SAMUS  
Its: Chairman

Approved as to form by the  
Nassau County Attorney

  
MICHAEL S. MULLIN

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 below.

Witness

Amelia National Enterprise, L.L.C.  
By Montgomery Land Company  
Its Managing Member

*Elsa B. Murphy*  
Name: Elsa B. Murphy

By: *Mitchell R. Montgomery*  
Mitchell R. Montgomery  
Its President

*Patsy A. Hite*  
Name: Patsy A. Hite

Date: 9-9-03

Witness

Amelia Concourse Development, L.L.C.

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

Lofton Pointe, Inc.

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

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 below.

Witness

Amelia National Enterprise, L.L.C.

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

Amelia Concourse Development, L.L.C.

Becky B Worsley  
Name: Becky B Worsley

By: [Signature]  
Name: WILLIAM J. MOCK, JR.  
Its: MANAGING MEMBER

Norma F Douglas  
Name: NORMA F DOUGLAS

Date: 9/17/03

Witness

Lofton Pointe, Inc.

Becky B. Worsley  
Name: Becky B Worsley

By: [Signature]  
Name: HARRY S. TREVETT

Norma F Douglas  
Name: NORMA F DOUGLAS

Date: 9/17/03

Witness

Robert A. Marino

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

Sook. Marino

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

Rayland, LLC  
By Its Manager, Rayonier Timberlands  
Management, Inc.

*William J. Watson*  
\_\_\_\_\_  
Name: WILLIAM J. WATSON

By: *W. D. Erickson*  
\_\_\_\_\_  
Name: W. D. ERICKSEN

*Virginia B Patton*  
\_\_\_\_\_  
Name: Virginia B. Batten

Date: 11/10/03

Witness

SEDA Construction Company

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

Linda Miranda  
Name: Linda Miranda

Name: \_\_\_\_\_

Witness

Linda Miranda  
Name: Linda Miranda

Name: \_\_\_\_\_

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Witness

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Robert A. Marino

By: Robert A. Marino  
Name: 9/30/03

Date: 9/30/03

Sook. Marino

By: Sook Marino  
Name: SOOK MARINO

Date: \_\_\_\_\_

Rayland, LLC  
By Its Manager, Rayonier Timberlands  
Management, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

SEDA Construction Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

Robert A. Marino

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

Sook. Marino

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness

Rayland, LLC  
By Its Manager, Rayonier Timberlands  
Management, Inc.

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

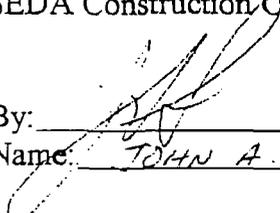
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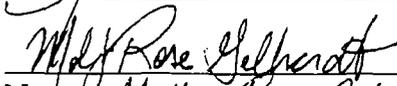
Date: \_\_\_\_\_

Witness

SEDA Construction Company

  
Name: Jennie M. Lesniak

By:   
Name: JOHN A. SEWANIK

  
Name: Molly Rose Gebhardt

Date: 12/10/05

JAX0662213\_3

JAX0690847\_1

EXHIBIT A  
AMELIA CONCOURSE IMPROVEMENTS

Construction of a four-lane road from A1A/State Road 200 at the intersection of A1A and Chester Road south to County Road 107 to be generally located as depicted on the attached map. Improvements will include, in addition to the roadway construction itself, adjacent utility construction, landscaping, lighting, irrigation, regional stormwater management, including retention/detention and conveyance, wetlands mitigation, and intersection improvements to be determined at A1A/State Road 200 and Chester Road and Amelia Concourse and County Road 107. The roadway will include turn lanes, signalization and medians as set forth in the plans to be approved by the County.

JAX\680304\_1.

EXHIBIT "E"

MSBU Assessment Area  
Nassau County, Florida

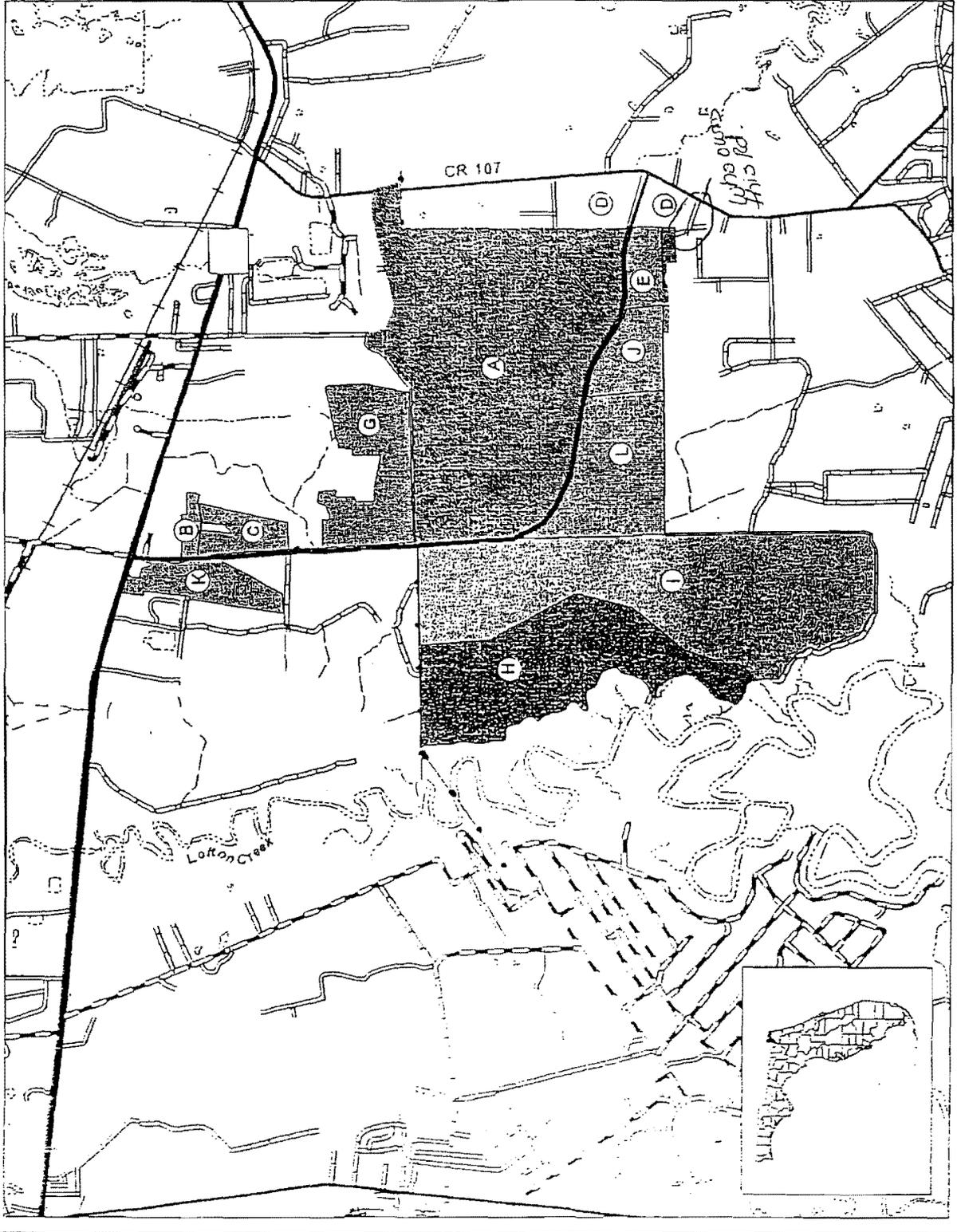
May 21, 2003

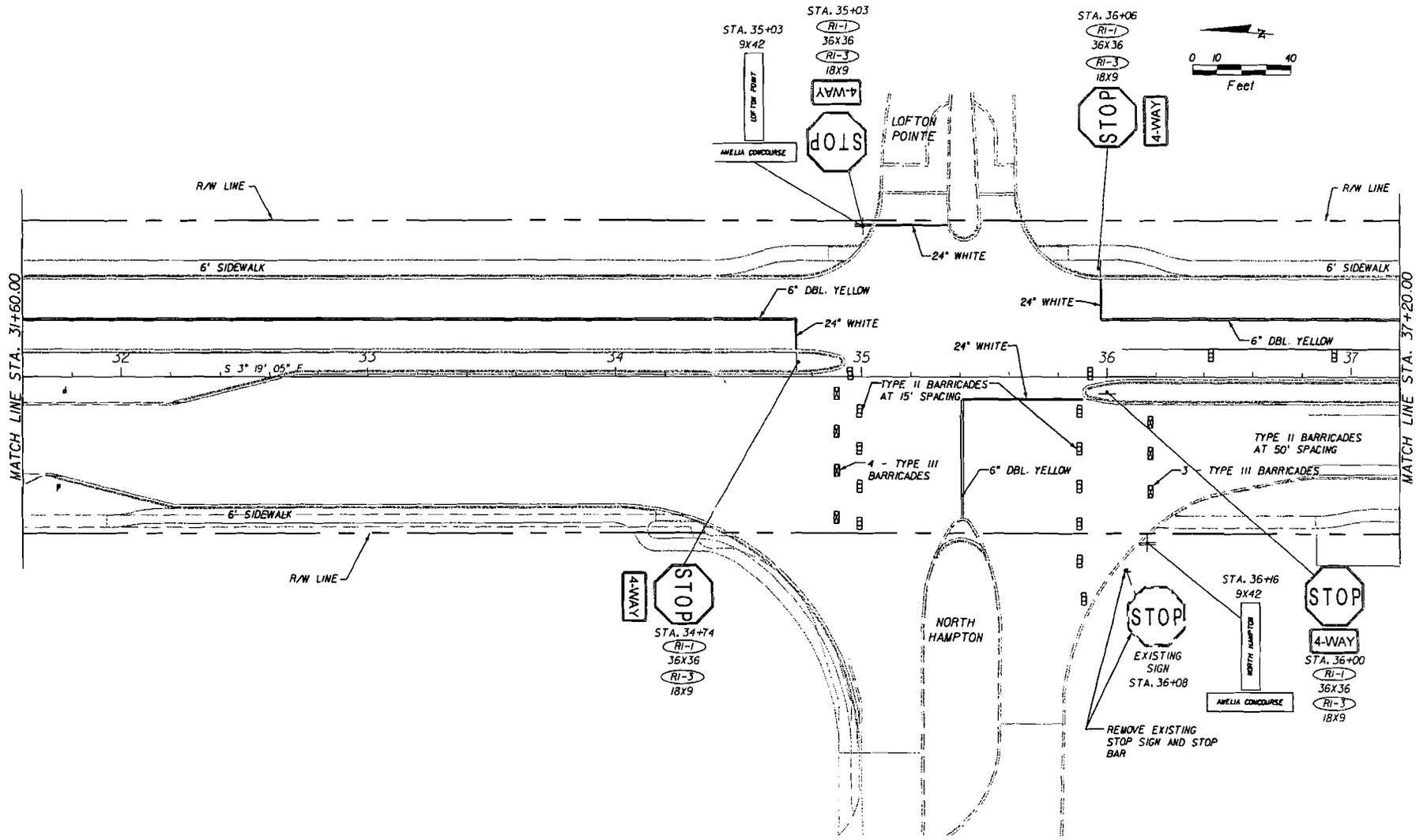


Legend  
MSBU Assessment Area



Rayland  
A subsidiary of Raytheon





DATE		BY	DESCRIPTION	REVISIONS	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
1/25/06	RCW	ADDED BARRICADES & TEMP. STRIPING			

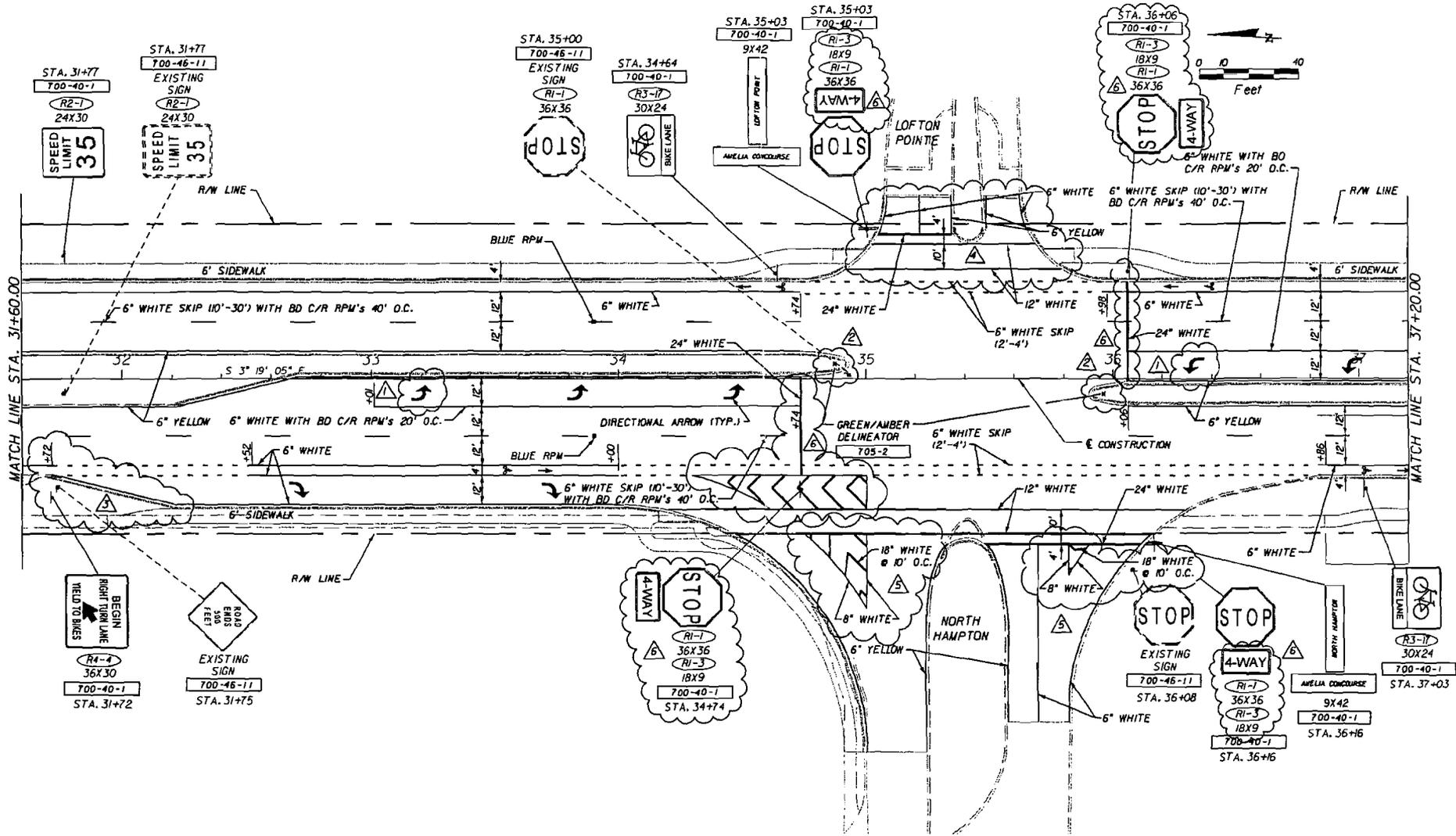
**Connelly & Wicker Inc.**  
 Consulting Engineers  
 1711 South 8th Street, Jacksonville Beach, FL 32216-0440  
 904.249.7885 CA No. 3856 Fax 904.241.1128

Engineer of Record:  
 Richard C. Wicker, P.E.  
 FL PE No. 40279

NASSAU COUNTY AMELIA CONCOURSE MSBU		DATE	SCALE	CW/ PROJECT NO.
		MAR./05	1" = 40'	0-409-01

**AMELIA CONCOURSE  
 MAINTENANCE OF  
 TRAFFIC**

SHEET NO.
5



DATE		BY		REVISIONS	
4/26/05	RCW	TURN LANE MARKINGS RE-EVALUATED	4/26/05	RCW	S.A.P.M. SHIFTED TO MEET CURB RAMP; STRIPING ENDED AT L.O.C.
		DELINEATORS ADDED			GORE STRIPING ADDED
		S.A.P.M. UPDATED DUE TO CHANGE IN RIGHT TURN LANE LENGTH	1/25/06	RCW	ADDED 2 STOP BARS, 2 STOP SIGNS, 4-4 WAY SIGNS & GORE AREA

**CONWAY**  
 Connelly & Wicker Inc.  
 Consulting Engineers  
 1711 South 5th Street Jacksonville Beach, FL 32250-4040  
 904.249.7985 CA No. 3650 Fax 904.241.1128

NASSAU COUNTY		
AMELIA CONCOURSE MSDU		
DATE	SCALE	CWI PROJECT NO.
1/18/05	1" = 40'	0409-01

**AMELIA CONCOURSE**  
**SIGNING AND**  
**PAVEMENT MARKINGS**

SHEET NO. S-9