

8

**FAIR-SHARE AGREEMENT**

This Fair-Share Agreement ("Agreement") is made and entered into by and between AICC, Inc., a Florida not-for-profit corporation (f/k/a GF/Amelia Island Properties, Inc.), for itself and as sole member of its subsidiary companies, AICC North Miner Road, LLC, a Florida limited liability company, and AICC South Miner Road, LLC, a Florida limited liability company, herein referred to severally and collectively as "Developer," and Nassau County Board of County Commissioners (herein, "County").

WHEREAS, Developer, through AICC North Miner Road, LLC, is the owner and developer of the Amelia Island Care Center North Miner Road ICF/DD Facility ("Project A"), more particularly described on Exhibit "A" attached hereto ("Property A"); and

WHEREAS, Developer is the owner and AICC South Miner Road, LLC, is the developer of the Amelia Island Care Center South Miner Road ICF/DD Facility ("Project B"), more particularly described on Exhibit "B" attached hereto ("Property B"); and

WHEREAS, Project(s) are Intermediate Care Facilities for Developmentally Disabled persons ("ICF/DD"), which for purposes of land use and infrastructure concurrency is classified as "nursing home" ITE Code 620; and

WHEREAS, Project A and Project B traffic will impact Miner Road which is currently operating below the adopted level of service and currently exceeds LOS "D" by 496 peak hour trips; and

WHEREAS, the level of service for Miner Road is set by Nassau County and is LOS D; and

WHEREAS, Project traffic will contribute three (3) PM peak hour trips per Project to Miner Road; and

WHEREAS, improvements to address level of service deficiency on Miner Road are not currently included in Nassau County's five-year capital improvement plan; and

WHEREAS, Section 163.3180, Florida Statutes, authorizes use of fair-share contributions by developers to satisfy concurrency requirements; and

WHEREAS, Parties to this agreement have determined that a project to improve Segment 54A of Miner Road to widen that segment from an 18' to 24' pavement with 4' paved shoulders, extending along Miner Road from the south end of curb and gutter section near US Highway A-1-A, southerly to the south right-of-way of Radio Avenue, and referred to herein as the "Transportation Improvement," would constitute a capacity improvement that will bring the affected roadway segment into compliance with the adopted LOS and mitigate the Project's impact on Miner Road and allow Nassau County to issue a certificate of concurrency for the Project(s); and

REC 69.50

*[Handwritten mark]*

WHEREAS, the Parties to this agreement have determined that fair-share contribution is authorized for the Project pursuant to Section 163.3180, Florida Statutes and Nassau County Ordinance 2001-36; and

WHEREAS, the Parties to this Agreement have entered into this Agreement in settlement of all matters in dispute in or under appeal of AICC, Inc. of concurrency deferral determination, as such appeal appears in the records of Nassau County for special hearing May 14, 2007.

NOW, THEREFORE, in consideration of the premises hereof, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct, and are hereby incorporated by the parties as part of this Agreement as if fully set forth herein.
2. Fair-Share Calculation. The Developer and County do hereby acknowledge and agree that Transportation Improvement is necessary to mitigate the traffic impacts of the Project(s). The parties agree that the Developer's fair-share contribution ("Fair-Share") required under Chapter 163, Florida Statutes, and Nassau County Ordinance 2001-36 necessary for Transportation Improvement, notwithstanding any subsequent variance in the actual cost of needed transportation improvements for the Project(s) is as follows:

Property A _____	\$2,570.70
Property B _____	\$2,570.70

3. Fair-Share Contribution by Developer. Developer shall contribute the Fair-Share to County within Fourteen (14) Days from the effective date of this Agreement. The contribution shall be in the form of cash or certified funds.
4. Approval by Local Government. County shall issue a certificate of concurrency to Developer for Project A and Project B upon receipt of the Fair-Share contribution from the Developer by County in accordance with the terms and conditions of this Agreement.
5. Capital Improvement Plan. County shall add the Transportation Improvement to its five-year schedule of capital improvements at the next annual update.
6. Feasibility. At this time, based upon existing funding and reasonable projections for future funding, the parties agree that the Transportation Improvement is financially feasible and can be designed, permitted, and constructed in an expeditious manner. However, should the Transportation Improvement subsequently be deemed not feasible for any reason, County reserves the right to transfer the funds received pursuant to this Agreement to an alternative

transportation project or projects that will address the level of service deficiency of Miner Road identified herein.

7. Construction of Improvements. County acknowledges and agrees that the Developer's Fair-Share contribution shall be applied toward Transportation Improvement as described herein, or as described in Section 6.
8. Governing Law/Binding Effect. This Agreement shall be interpreted and governed by Florida law. Each of the parties hereto warrants and represents that this Agreement is valid, binding and enforceable against them in accordance with the terms and conditions of Florida law.
9. Remedies. The parties hereto shall have all rights and remedies provided herein and under Florida law with respect to the enforcement of this Agreement, and hereby acknowledge and agree that each party hereto shall have the right and remedy to bring an action or actions for specific performance and such other equitable or injunctive relief, as appropriate and necessary, to enforce this Agreement. The parties agree that the venue for any enforcement action shall be the Circuit Court in Nassau County, Florida, or the United States District Court with jurisdiction in and over Nassau County, Florida. The parties further acknowledge and agree that, in the event the Developer fails to pay the Fair-Share as provided in this Agreement, no further building permits for the Project shall be issued until the required payment is made.
10. Notice of Default. The parties acknowledge and agree that no party shall be considered in default for failure to perform under this Agreement until such party has received written notice specifying the nature of such default or failure to perform, and said party fails to cure said default or fails to perform within thirty (30) days of receipt of written notice.
11. Notices. All notices which are required or permitted under this Agreement shall be given to the parties by certified mail with return receipt requested, hand delivery, or express courier, and shall be effective upon receipt when delivered to the parties at the addresses set forth herein below (or such other address as provided by the parties by written notice delivered in accordance with this paragraph):

DEVELOPER:           AICC, Inc.  
                              15 Piedmont Center, Suite 930  
                              3575 Piedmont Road  
                              Atlanta, GA 30305

With a copy to the Registered Agent for such party as of record with the Secretary of State Division of Corporations, State of Florida.

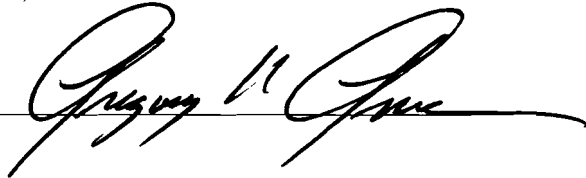
COUNTY: Nassau County Board of County Commissioners  
96135 Nassau Place  
Yulee, FL 32097

With a copy to the County Attorney.


12. Amendments. No amendment, modification, or other changes in this Agreement shall be binding upon the parties unless in writing executed by all of the parties.
13. Successors and Assigns Bound. The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including any successor in title to the Developer to all or any part of the Property.
14. Recording. The Developer shall record notice of this Agreement in the Public Records of Nassau County at the Developer's expense.
15. Effective Date. This Agreement shall become effective upon the date it is executed by the last party to execute the Agreement.
16. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute duplicates of one and the same instrument.

AICC, Inc.

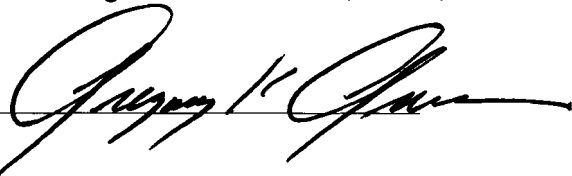
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By 

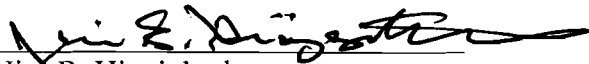
AICC North Miner Road, LLC,  
by and through its sole member, AICC, Inc.

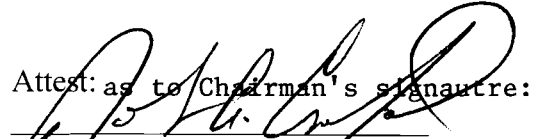
By 

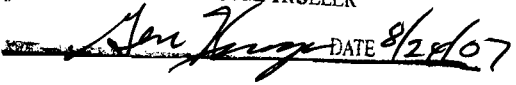
AICC South Miner Road, LLC  
by and through its sole member, AICC, Inc.

By 

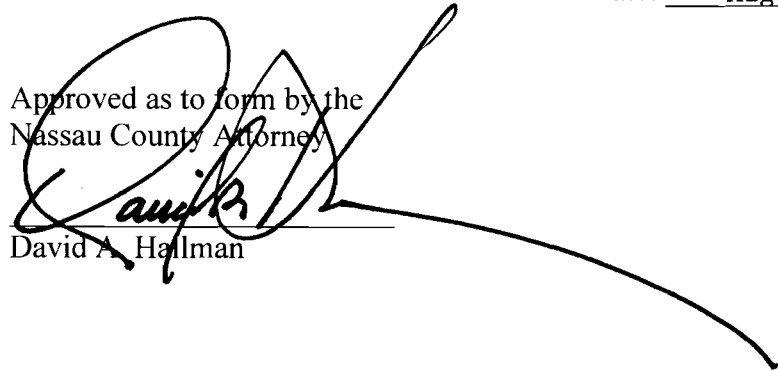
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

By   
Jim B. Higginbotham  
Its: Chairman

Attest: as to Chairman's signature:  
  
John A. Crawford  
Its: Ex-Officio Clerk

REVIEWED BY GENE KNAGA  
DEPUTY COMPTROLLER  
 DATE 8/21/07

Date: August 21, \_\_\_\_\_, 2007

Approved as to form by the  
Nassau County Attorney  
  
David A. Hallman

**EXHIBIT A to  
FAIR SHARE AGREEMENT  
by and between  
AICC, Inc., AICC North Miner Road, LLC, AICC South Miner Road, LLC  
and  
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

**Property Description AICC North Miner Road, LLC**

All that piece, parcel or tract of land situate, lying in and being a portion of Section 42, Township 2 North, Range 27 East, Nassau County, Florida, also being a portion of the lands described in Official Records Book 1030, page 1807 of the public records of Nassau County, Florida, being more particularly described as follows:

Begin at the southeast corner of said lands described in Official Records Book 1030, page 1807, also being the northeast corner of Tract "H," Hickory Village Phase One, as recorded in Plat Book 6, pages 370, 371 and 372 of the aforementioned public records; thence along the northerly line thereof, said northerly line also being the southerly line of those lands described in Official Records Book 1030, page 1807 of said Nassau County, South 65 degrees, 30 minutes 26 seconds west, 435.60 feet; thence departing last said line, north 22 degrees, 53 minutes, 54 seconds west, 300.00 feet; thence north 65 degrees 30 minutes 26 seconds east, 435.60 feet to an intersection with the easterly line of those lands described in last said Official Record and to the westerly right of way line of Miner Road (a 70 foot right of way as now established); thence along said line south 22 degrees, 53 minutes 54 seconds east, 300.00 feet to the point of beginning.

(Being the same piece, parcel or tract of land identified in deed recorded at Official Records Book 1314, page 1075, public records of Nassau County, Florida, and as Tax Parcel ID # 42-2N-27-0000-0001-0170).

**EXHIBIT B to  
FAIR SHARE AGREEMENT  
by and between  
AICC, Inc., AICC North Miner Road, LLC, AICC South Miner Road, LLC,  
and  
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

**Property Description AICC South Miner Road, LLC**

All that certain piece, parcel or tract of land situate and being a portion of the John Vaughn Grant, Section 38, Township 2 North, Range 27 East, Nassau County, Florida; said parcel being a portion of the lands described in Plat Book 5, page 271 "Taylor Division" and being a part of those lands described in Official Records Book 0543, page 1088 of said county's public records being more particularly described as follows:

All of Lot 1 and a portion of Lots 2 and 3 of said "Taylor Division" described by metes and bounds as follows: Begin at the southwest corner of said Lot 1; thence north 23 degrees 07 minutes 40 seconds west, a distance of 225.50 feet; thence north 66 degrees 22 minutes 20 seconds east, a distance of 580.50 feet; thence south 23 degrees 07 minutes 40 seconds east, a distance of 225.50 feet; thence south 66 degrees 22 minutes 20 seconds west, a distance of 580.50 feet to the point of beginning.

(Being the same piece, parcel or tract of land identified in deed recorded at Official Records Book 1225, page 0611, public records of Nassau County, Florida, and as Tax ID # 38-2N-27-2030-0001-0000, # 38-2N-27-2030-0002-0000, and #38-2N-27-2030-0003-0000.)

**EXHIBIT A to  
MEMORANDUM OF FAIR SHARE AGREEMENT**

**AICC, Inc. / AICC North Miner Road, LLC**

All that piece, parcel or tract of land situate, lying in and being a portion of Section 42, Township 2 North, Range 27 East, Nassau County, Florida, also being a portion of the lands described in Official Records Book 1030, page 1807 of the public records of Nassau County, Florida, being more particularly described as follows:

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(Being the same piece, parcel or tract of land identified in deed recorded at Official Records Book 1314, page 1075, public records of Nassau County, Florida, and as Tax Parcel ID # 42-2N-27-0000-0001-0170).



RET: CONNIE ARTHUR

REC 18.56

This Instrument was prepared by:  
JAMES L. SHROADS, attorney  
P.O. Box 1316  
Fernandina Beach, FL 32035-1316

RECORD AND RETURN TO:  
JAMES L. SHROADS, attorney  
P.O. Box 1316  
Fernandina Beach, FL 32035-1316

**MEMORANDUM OF FAIRSHARE  
AGREEMENT / CONCURRENCY**

Tax Parcel ID # 42-2N-27-0000-0001-0300

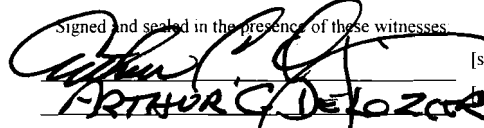
DATED: August 21, 2007

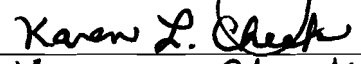
INSTR # 200728253 OR Book 1522 Page 11 Pages 2  
Recorded 08 29 2007 at 09:24 AM  
John A Crawford, Nassau County Clerk of Circuit Court  
Rec Fee \$18.50  
#2

This Memorandum of Fair Share Agreement / Concurrence is made as of August 21, 2007 as record notice of a Fair Share Agreement (herein, "Agreement") of even date by and between **AICC North Miner Road, LLC**, a Florida limited liability company, by and through AICC, Inc., a Florida not-for-profit corporation (f/k/a GF/Amelia Island Properties, Inc.), as its sole member, and **Nassau County Board of County Commissioners**.

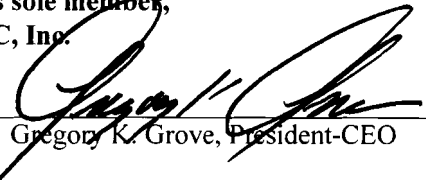
1. The real property subject to, and benefited by, the Agreement is referred to herein as Property A and is more particularly described upon **EXHIBIT A**, attached hereto and incorporated herein by this reference.
2. The purpose of this Memorandum is to give public and record notice of the Agreement, and none of the terms or conditions of the Agreement are modified or amended by this instrument. No lien arises in, under or by reason of the Memorandum or the Agreement to which it pertains. This instrument is record notice of mitigation of concurrency deficiencies by Agreement as such deficiency or deficiencies might otherwise impact or impair the development and use of Property A.
3. The terms, conditions, and covenants, and the benefit(s) and burden(s) to any party to the Agreement, are matters that touch and concern the land described as Property A, and the Agreement is binding upon and inures to the use and benefit of the parties, and to the successors and assigns of the parties.

Signed and sealed in the presence of these witnesses

 [sign]  
ARTHUR C. DELOZAR [print]


 [sign]  
Karen L. Check [print]

**AICC North Miner Road, LLC,**  
by its sole member,  
**AICC, Inc.**

By:  [sign]  
Gregory K. Grove, President-CEO

STATE OF GEORGIA  
COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 14th day of June, 2007 by Gregory K. Grove, President-CEO of AICC, Inc. in its capacity as the sole member of AICC North Miner Road, LLC, a Florida limited liability company, by authority and on behalf thereof, and who is  
 personally known to me or  
 has produced as identification: \_\_\_\_\_

 [sign]  
Karen L. Check [print]  
Notary Public, State of Georgia  
My Commission expires: 11-1-2009

**EXHIBIT A to  
MEMORANDUM OF FAIR SHARE AGREEMENT**

**AICC, Inc. / AICC South Miner Road, LLC**

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(Being the same piece, parcel or tract of land identified in deed recorded at Official Records Book 1225, page 0611, public records of Nassau County, Florida, and as Tax ID # 38-2N-27-2030-0001-0000, # 38-2N-27-2030-0002-0000, and #38-2N-27-2030-0003-0000.).

①

RET: CONNIE ARTHUR

This Instrument was prepared by:  
JAMES L. SHROADS, attorney  
P.O. Box 1316  
Fernandina Beach, FL 32035-1316

RECORD AND RETURN TO:  
JAMES L. SHROADS, attorney  
P.O. Box 1316  
Fernandina Beach, FL 32035-1316

**MEMORANDUM OF FAIRSHARE  
AGREEMENT/CONCURRENCY**

Tax Parcel ID # 38-2N-27-2030-0001-0000  
38-2N-27-2030-0002-0000  
38-2N-27-2030-0003-0000

**DATED: August 21 2007 2007**

INSTR # 200728254 OR Book 1522 Page 13 Pages 1  
Recorded 08/29/2007 at 09:24 AM  
John A Crawford, Nassau County Clerk of Circuit Court  
Rec. Fee \$10.00  
#3

REC 10.00

This Memorandum of Fair Share Agreement/Concurrency is made as of August 21, 2007 as record notice of a Fair Share Agreement (herein "Agreement") of even date by and between **AICC, Inc.**, a Florida not-for-profit corporation (f/k/a GF/Amelia Island Properties, Inc.), and **Nassau County Board of County Commissioners**.

1. The real property subject to, and benefited by, the Agreement is referred to herein as "Property B" and is more particularly described upon EXHIBIT A, attached hereto and incorporated herein by this reference.
2. The purpose of this Memorandum is to give public and record notice of the Agreement, and none of the terms or conditions of the Agreement are modified or amended by this instrument. No lien arises in, under or by reason of the Memorandum or the Agreement to which it pertains. This instrument is record notice of mitigation of concurrency deficiencies by Agreement as such deficiency or deficiencies might otherwise impact or impair the development and use of Property B.
3. The terms, conditions, and covenants, and the benefit(s) and burden(s) to any party to the Agreement, are matters that touch and concern the land described as Property B, and the Agreement is binding upon and inures to the use and benefit of the parties, and to the successors and assigns of the parties.

Signed and sealed in the presence of these witnesses:

*[Signature]* [sign]  
Henry C. DeLozier [print]

*[Signature]* [sign]  
Karen L. Cheek [print]

AICC, Inc.

By: *[Signature]*  
 Gregory K. Grove, President-CEO

STATE OF GEORGIA }  
 COUNTY OF FULTON }

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of July, 2007 by Gregory K. Grove, President-CEO of AICC, Inc., by authority and on behalf thereof, and who is  personally known to me or  has produced as identification: \_\_\_\_\_

*[Signature]* [sign]  
Karen L. Cheek [print]  
 Notary Public, State of Florida  
 My Commission expires: 11-1-2009