



THIS DOCUMENT PREPARED BY:
BRENNA M. DURDEN, ESQ.
LEWIS, LONGMAN & WALKER, P.A.
245 RIVERSIDE AVENUE, SUITE 150
JACKSONVILLE, FL 32202

RETURN TO:
DAVID A. HALLMAN
NASSAU COUNTY ATTORNEY
P.O. BOX 1010
FERNANDINA BEACH, FL 32035

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (hereafter, the "Second Amendment") is entered into this 23rd day of February, 2009, by and between G CUBED, LLC, (hereinafter "G Cubed"), a Florida limited liability corporation, having a mailing address of 10290 Atlantic Boulevard, Jacksonville, FL 32225, as successor in interest to, and designated transferee of, Y.P.C., Inc. and Miner Yulee, LLC, and NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, having an address at P.O. Box 1010, Fernandina Beach, Florida 32035 (the "County").

RECITALS:

WHEREAS, on or about April 26, 1999, Y.P.C., Inc. and the County entered into a Development Agreement, recorded in Official Records Book 883, page 998, of the public records of Nassau County, Florida, with an Effective Date of July 2, 1999 ("Development Agreement");

WHEREAS, the Development Agreement contemplated certain development and concurrency rights for certain property, more particularly described in the Development Agreement, and referred to therein as the "Northern Property" and the "Southern Property;"

WHEREAS, on or about June 12, 2006, G Cubed, a "Designated Transferee," as defined in Paragraph 10 of the Development Agreement, to the development and concurrency rights set forth in the Development Agreement for the Northern Property, and the County entered into the First Amendment to Development Agreement, recorded in OR Book 1421, Pages 972-986, of the public records of Nassau County, Florida (the "First Amendment"), which pertained only to the Northern Property and the Eastern Property, as more particularly described in the First Amendment (said Development Agreement as amended by the First Amendment hereinafter the "First Amended Development Agreement");

WHEREAS, this Second Amendment pertains only to the Northern Property and the Eastern Property, and such additional property described below (hereinafter together the "Property") as depicted in Exhibit "I" attached hereto and made a part hereof, and this Second Amendment has no effect whatsoever as to the Southern Property, as that land is defined and described in the Development Agreement;

WHEREAS, the First Amended Development Agreement authorizes development of 100,000 commercial square feet on the Northern and Eastern Property parcels and reserves concurrency to accommodate such development (“Commercial Capacity Reservation”);

WHEREAS, Miner Road Business Park, LLC is the fee simple owner of a parcel lying east of the Eastern Property along State Road 200/A1A, consisting of approximately 3.169 acres (the “Lawhon Parcel”);

WHEREAS, the Lawhon Parcel is designated as Commercial by the Nassau County Comprehensive Plan and is zoned “CPO” pursuant to that certain Ordinance 2007-31, adopted by the County on September 24, 2007, which authorizes office uses to be developed on the Lawhon Parcel;

WHEREAS, the Lena Christian Living Trust, Glenda C. Black, f/k/a Glenda C. Claxton, Trustee is the fee simple owner of a parcel lying in the southwest quadrant of Miner Road and State Road 200/A1A, consisting of approximately 3.00 acres (the “Southwest Parcel”);

WHEREAS, the Southwest Parcel is designated as Commercial by the Nassau County Comprehensive Plan and is zoned “CG”, which authorizes commercial uses on the Southwest Parcel;

WHEREAS, G Cubed has requested the County to amend the First Amended Development Agreement to extend certain development rights and Commercial Capacity Reservation for the Northern and Eastern Property parcels to include the Lawhon Parcel and the Southwest Parcel, under certain conditions as more particularly set forth herein;

WHEREAS, amendments to development agreements are authorized by Section 163.3225, Florida Statutes, and the County has conducted two (2) duly noticed public hearings on this Second Amendment to the First Amended Development Agreement in compliance with Section 163.3225, Florida Statutes; and

WHEREAS, the County has determined that the Second Amendment is consistent with the Nassau County Comprehensive Plan and land development regulations adopted pursuant thereto.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, G Cubed and the County hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. The First Amended Development Agreement is hereby amended to incorporate all terms defined in the foregoing recitals as if fully set forth in this paragraph.

2. Exhibits A-4 (2008) and B-4 (2008), attached hereto and made a part hereof which more particularly describe and depict the Lawhon Parcel are hereby added to the First Amended Development Agreement. Exhibits A-5 (2008) and B-5 (2008), attached hereto and

made a part hereof which more particularly describe and depict the Southwest Parcel are hereby added to the First Amended Development Agreement.

3. Paragraph 1 of the First Amended Development Agreement, entitled "Property Description" is hereby amended as follows:

Property Description. The real property subject to this Agreement is the Property as described in Exhibits A-1 (2006) (Northern Property), A-2 (Southern Property), A-3 (2006) (Eastern Property), A-4 (2008) (Lawhon Parcel), and A-5 (2008) (Southwest Parcel), each attached hereto and made a part hereof and depicted on Exhibits B-1 (2006), B-2, B-3 (2006), B-4 (2008) and B-5 (2008), each attached hereto and made a part hereof (referred to collectively herein as the "Property"). A drawing showing the Northern, Eastern, Lawhon and Southwest parcels is attached as Exhibit I, and made a part hereof. The owners of the Northern Property, Eastern Property, Lawhon Parcel, Southwest Parcel and Southern Property, and their respective successors and assigns, will be referred to collectively herein as "Owner."

4. Paragraph 2 of the First Amended Development Agreement is hereby amended to extend the duration of the First Amended Development Agreement from ten years to twenty years from the Effective Date of the Development Agreement. The expiration date of the First Amended Development Agreement as amended by this Second Amendment is therefore July 3, 2019.

5(a). Subparagraph (iv) of Paragraph 3 of the First Amended Development Agreement, entitled "Proposed Development" is hereby amended as follows:

(vi) The development, including without limitation, the uses, the commercial and residential densities, building intensities and heights for the Northern Property, Southern Property, Lawhon Property, Southwest Parcel and Eastern Property described in Subparagraphs (i), (ii), (iii), (iv) and (v), above, shall be referred to herein as the "Proposed Development."

5(b). The following new subparagraphs 3(iv), 3(v) and 3(vii) are hereby inserted into the First Amended Development Agreement:

- (iv) For the Lawhon Parcel, all permitted and conditional uses (subject to CUVB approval) of the CPO district as currently existing, a copy of which is appended as Exhibit "J" hereto and made a part hereof; and
- (v) For the Southwest Parcel, all permitted and conditional uses (subject to CUVB approval) of the CG district as currently existing, a copy of which is appended as Exhibit "K" hereto and made a part hereof; and
- (vii) Notwithstanding any other provisions contained in this Agreement, including, without limitation, the provisions of Paragraph 20

hereinbelow, the Lawhon Parcel and the Southwest Parcel shall be subject to the requirements of the A1A Overlay Ordinance No. 2003-44 and the 2008 Landscaping Ordinance No. 2008-01. Signage and access points for the Northern and Eastern Properties shall be constructed in accordance with that certain approved master Site Plan for the Nassau Power Sports Center, Sheet C-2, last revised date of June 20, 2007. Further, the Northern Property shall provide an average 10 foot wide, minimum 5-foot wide, landscape buffer adjacent to Miner Road and A1A.

6. Subparagraphs 5(c) and (d) of the First Amended Development Agreement, entitled "Reserved Public Facilities and Capacities to Service Development," are hereby amended as follows:

- (c) **Capacity Reservations Associated with Commercial Development.**
The Commercial Capacity Reservation for the Northern Property shall be for an amount up to 100,000 square feet of commercial development ("Commercial Capacity Reservation"). For transportation concurrency purposes, this equates to a total of three hundred and ninety four (394) P.M. peak hour vehicular trips which are reserved for the Proposed Development. As of the date of approval of this Second Amendment, the parties acknowledge that ninety four (94) trips have been utilized by the Nassau Power Sports Store, and that as a result, three hundred (300) trips remain available for the development of the Northern, Eastern, Lawhon and Southwest parcels for use in accordance with the provisions of Subparagraph 5(d). At the time the County issues a building permit for development on any of the Northern Property, the Eastern Property, the Lawhon Parcel or the Southwest Parcel, the County and Developer shall establish the number of trips utilized by such development as of the date of the issuance of any such building permit and the number of trips remaining reserved. Pursuant to the conditions set forth in Subparagraph 5(d), all or a portion of the Commercial Capacity Reservation may be transferred to the Eastern Property, the Lawhon Parcel or the Southwest Parcel, respectively.
- (d) **Additional Requirements for Use of Reserved Capacity for Development on the Lawhon Parcel, the Southwest Parcel and the Eastern Property.**
No Commercial Capacity Reservation shall be utilized on any one of the Eastern Property, the Lawhon Parcel or the Southwest Parcel until such time that the Owner(s) of the Northern Property designates the then fee simple owner of the Eastern Property, the Lawhon Parcel or the Southwest Parcel, respectively, as Designated Transferees pursuant to the procedure contained in

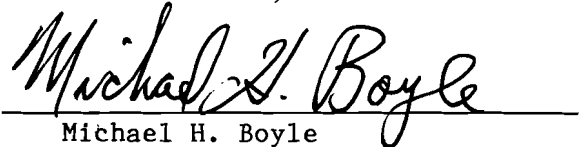
Paragraph 10 of this Development Agreement, and said owner(s) accept, in writing, said designation. In addition, upon said acceptance by a Designated Transferee, the Owner of the Northern Property and such Designated Transferee shall jointly provide a letter to the Director of the Nassau county Engineering Services Department containing a description of the anticipated land use and applicable ITE Code Number(s), the number of PM Peak Hour trips generated by the anticipated land use, and a depiction and legal description of the subject land area. The final number of PM Peak Hour trips generated by a proposed development shall be set at the time the County issues a building permit in accordance with provisions of Subparagraph 5(c) above. The parties acknowledge that the said Lawhon and Southwest Parcel owners may utilize other methods to satisfy applicable transportation concurrency requirements. Notwithstanding any provision herein, installation of operational improvements on Miner Road may be necessary in order to obtain site plan approval for either the Lawhon Parcel or the Southwest Parcel, depending on the specific project proposed for said Parcels.

7. Notwithstanding the provisions of Paragraph 6(c)(ii) of the Development Agreement, it is expressly agreed that neither the Lawhon Parcel nor the Southwest Parcel shall be permitted to utilize the County's stormwater pond located on the west side of Miner Road for stormwater drainage purposes, provided, however that the County may authorize, in its sole discretion, such use if proper modifications are made to the pond and approved by the County and the St. Johns River Water Management District.

8. Except as expressly amended herein, all other terms and conditions of the First Amended Development Agreement shall remain in full force and effect and fully binding upon the parties hereto as if fully set forth herein.

Passed and Duly Adopted by the Board of County Commissioners of Nassau County, Florida, this 23rd day of February, 2009.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

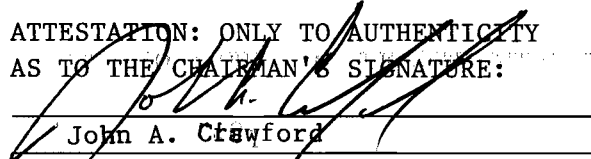


Michael H. Boyle

Its: ~~Chairman~~ Vice Chairman

ATTEST:

ATTESTATION: ONLY TO AUTHENTICITY
AS TO THE CHAIRMAN'S SIGNATURE:



John A. Crawford

Its: Ex-Officio Clerk *EAK 3/9/09*

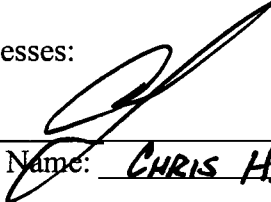
Approved as to form by the
Nassau County Attorney



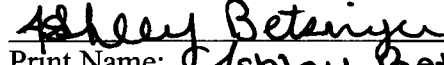
DAVID A. HALLMAN

IN WITNESS WHEREOF, G CUBED LLC has executed this Second Amendment as
of the day and year first above written.

Witnesses:

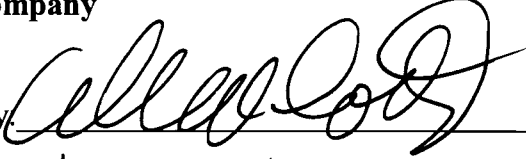


Print Name: CHRIS HARAY



Print Name: Ashley Betsinger

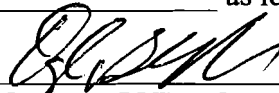
**G CUBED, LLC, a Florida limited liability
company**

By: 

Its: Managing Member

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 4th day of March, 2009 by Glean Goetz as Managing Member of G CUBED, LLC, who is personally known to me, or provided _____ as identification.



NOTARY PUBLIC

[SEAL]



EXHIBIT "A-4"

MINER ROAD *

LEGAL DESCRIPTION AS PREPARED BY THIS FIRM:


A PORTION OF THE JOHN D. VAUGHAN GRANT, SECTION 38, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF THE JOHN D. VAUGHAN GRANT, SECTION 38, TOWNSHIP 2 NORTH, RANGE 27 EAST, (AND ALSO BEING THE EASTERLY LINE OF THE JOHN LOWE MILL GRANT, SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST), WITH THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 200 (A-1-A), A 200 FOOT PUBLIC ROAD RIGHT OF WAY, AS PRESENTLY ESTABLISHED), AND RUN THENCE SOUTH 84°50'25" EAST, ALONG THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 200 (A-1-A), A DISTANCE OF 168.34 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE SOUTH 84°50'25" EAST, A DISTANCE OF 168.34 FEET, TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN THAT WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 749, PAGE 1649 OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA; RUN THENCE SOUTH 22°47'49" EAST, ALONG THE WESTERLY LINE OF LAST SAID LANDS, AND THEN ALONG THE WESTERLY LINE OF "LOFTON OAKS AT YULEE HOME PARK PHASE 1", AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGES 323, 324 AND 325 OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA, A DISTANCE OF 901.44 FEET, TO A POINT; RUN THENCE SOUTH 73°23'44" WEST, A DISTANCE OF 148.21 FEET, TO A POINT; RUN THENCE NORTH 22°52'38" WEST, A DISTANCE OF 964.38 FEET, TO THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 200 (A-1-A), AND THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED, CONTAINS 138,057 SQUARE FEET, OR 3.169 ACRES, MORE OR LESS, IN AREA.

SURVEYOR'S CERTIFICATE:
THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE UNDER MY SUPERVISION
AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS, AS OUTLINED
AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS
AND MAPPERS, IN CHAPTER 61G17-6.0, (FORMERLY CHAPTER 21HH-6.0),
FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


JONATHAN B. BOWAN, STATE OF FLORIDA
REGISTERED LAND SURVEYOR, CERT. No. 4800

JOB No. 29625
DATE: NOVEMBER 11, 2008

PREPARED BY:
A & J LAND SURVEYORS, INC.
5847 Luella Street
Jacksonville, Florida 32207
Telephone (904) 346-1733

EXHIBIT "A-5"

MINER ROAD *

LEGAL DESCRIPTION AS PREPARED BY THIS FIRM:

A PORTION OF THE JOHN LOWE MILL GRANT, SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF THE JOHN LOWE MILL GRANT, SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, (AND ALSO BEING THE WESTERLY LINE OF THE JOHN D. VAUGHN GRANT, SECTION 38, TOWNSHIP 2 NORTH, RANGE 27 EAST), WITH THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 200 (A-1-A, A 184 FOOT PUBLIC ROAD RIGHT OF WAY, AS PRESENTLY ESTABLISHED), AND RUN THENCE NORTH 84°50'25" WEST, ALONG THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 200 (A-1-A), A DISTANCE OF 479.33 FEET, TO THE POINT OF BEGINNING.

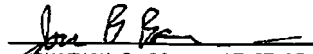
FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE NORTH 84°50'25" WEST, ALONG THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 200, (A-1-A), A DISTANCE OF 220.63 FEET, TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN THAT WARRANTY DEED FROM PARNELL J. CRUMP, JR. TO NASSAU EQUIPMENT, INC., RECORDED IN OFFICIAL RECORDS BOOK 1522, PAGE 141 OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA; RUN THENCE SOUTH 05°58'37" EAST, ALONG THE EASTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 444.08 FEET, TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1522, PAGE 141 OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA; RUN THENCE NORTH 84°50'25" WEST, ALONG THE SOUTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 100.00 FEET, TO A POINT ON THE EASTERLY LINE OF KUTANA DRIVE, (A 35 FOOT ROAD RIGHT OF WAY, AS PER ADJOINING DEED OF RECORDS, AND POSTED AS "HENDERSON AVENUE"; RUN THENCE, ALONG THE EASTERLY RIGHT OF WAY LINE, AND THEN THE NORTHERLY RIGHT OF WAY LINE, OF SAID KUTANA DRIVE, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: SOUTH 05°58'37" EAST, A DISTANCE OF 61.39 FEET, TO A POINT;

COURSE No. 2: SOUTH 69°10'17" EAST, A DISTANCE OF 352.59 FEET, TO A POINT ON THE WESTERLY LINE OF THAT WARRANTY DEED FROM YPC INC. TO THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, AND RECORDED IN OFFICIAL RECORDS BOOK 1171, PAGE 494 OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA; RUN THENCE NORTH 05°58'37" WEST, ALONG THE WESTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 602.49 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 200 (A-1-A), AND THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED, CONTAINS 130,706 SQUARE FEET, OR 3.00 ACRES, MORE OR LESS, IN AREA.

SURVEYOR'S CERTIFICATE
THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE UNDER MY SUPERVISION
AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS, AS OUTLINED
AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS
AND MAPPERS, BY CHAPTER 61G17-8.0, (FORMERLY CHAPTER 21H-8.0),
FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


JONATHON B. BOWAN, STATE OF FLORIDA
REGISTERED LAND SURVEYOR, CERT. No. 4800
JOB No. 29625
DATE: NOVEMBER 11, 2008

PREPARED BY:
A & J LAND SURVEYORS, INC.
5847 Luella Street
Jacksonville, Florida 32207
Telephone (904) 346-1733

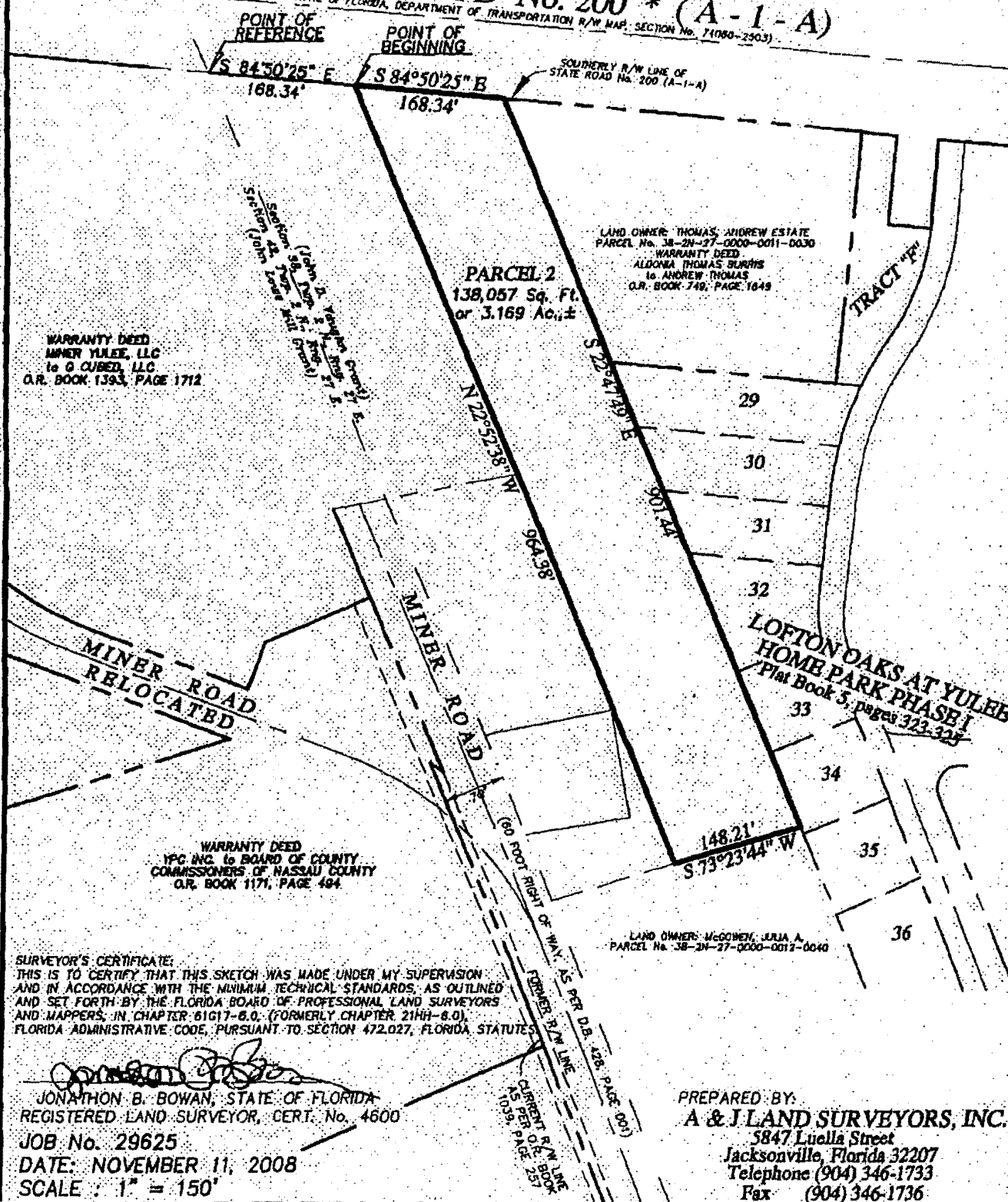
EXHIBIT "B-4"



MAP SHOWING SKETCH OF A PARCEL OF LAND BEING A PORTION OF THE JOHN D. VAUGHAN GRANT, SECTION 38, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA.

STATE ROAD No. 200 * (A-1-A)

(AS PER STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION R/W MAP, SECTION No. 71080-2503)



WARRANTY DEED
MINER YULEE, LLC
to O CUBER, LLC
O.R. BOOK 1393, PAGE 1712

LAND OWNER: THOMAS, ANDREW ESTATE
PARCEL No. 38-2H-27-0000-0011-0030
WARRANTY DEED
ALBONIA THOMAS BURNS
to ANDREW THOMAS
O.R. BOOK 749, PAGE 1648

WARRANTY DEED
YFC, INC. to BOARD OF COUNTY
COMMISSIONERS OF NASSAU COUNTY
O.R. BOOK 1171, PAGE 484

LAND OWNER: MCGOWEN, JULIA A.
PARCEL No. 38-2H-27-0000-0012-0040

SURVEYOR'S CERTIFICATE:
THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER MY SUPERVISION
AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS, AS OUTLINED
AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS
AND MAPPERS, IN CHAPTER 61G17-6.0. (FORMERLY CHAPTER 21HH-6.0),
FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES

Jonathon B. Bowan
JONATHON B. BOWAN, STATE OF FLORIDA
REGISTERED LAND SURVEYOR, CERT. No. 4600
JOB No. 29625
DATE: NOVEMBER 11, 2008
SCALE: 1" = 150'

PREPARED BY:
A & J LAND SURVEYORS, INC.
5847 Luella Street
Jacksonville, Florida 32207
Telephone (904) 346-1733
Fax (904) 346-1736

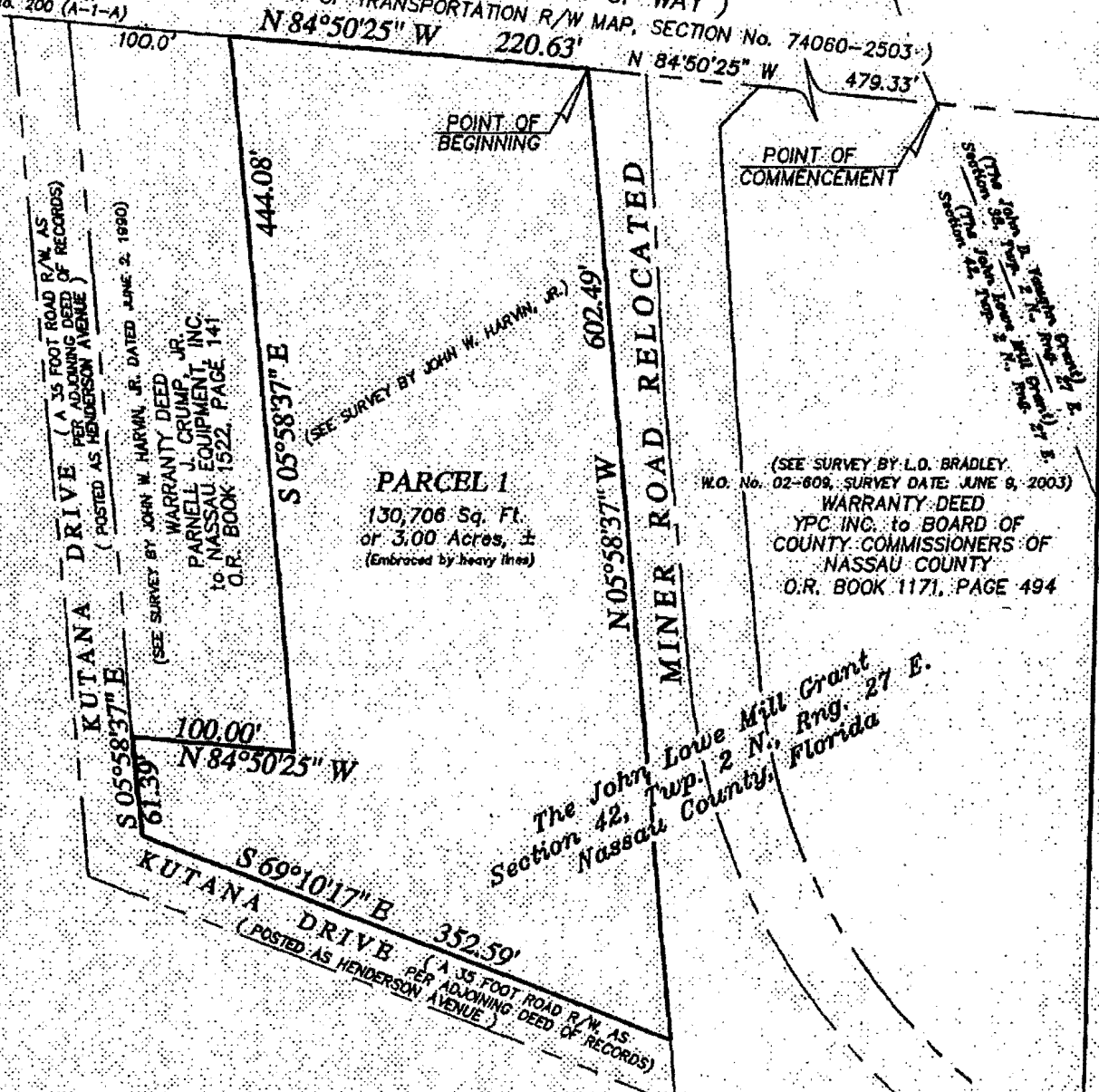


MAP SHOWING SKETCH OF

A PARCEL OF LAND SITUATED IN THE JOHN LOWE MILL GRANT, SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA.

STATE ROAD No. 200 * A - 1 - A

(AS PER FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP, SECTION No. 74060-2503)
(A 184 FOOT PUBLIC ROAD RIGHT OF WAY)
SOUTHERLY R/W LINE OF STATE ROAD No. 200 (A-1-A) N 84°50'25" W 220.63' N 84°50'25" W 479.33'



PARCEL 1
130,706 Sq. Ft.
or 3.00 Acres, ±
(Embraced by heavy lines)

KUTANA DRIVE (A 35 FOOT ROAD R/W AS PER ADJOINING DEED OF RECORDS) (POSTED AS HENDERSON AVENUE)
(SEE SURVEY BY JOHN W. HARVIN, JR. DATED JUNE 2, 1990)
WARRANTY DEED
PARNELL J. CRUMP, JR.
to NASSAU EQUIPMENT, INC.
O.R. BOOK 1522, PAGE 141

(SEE SURVEY BY L.O. BRADLEY, H.O. No. 02-609, SURVEY DATE: JUNE 9, 2003)
WARRANTY DEED
YPC, INC. to BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY
O.R. BOOK 1171, PAGE 494

The John Lowe Mill Grant
Section 42, Twp. 2 N., Rng. 27 E.
Nassau County, Florida

SURVEYOR'S CERTIFICATE:
THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS, AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 61G17-6.0, (FORMERLY CHAPTER 21HH-6.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

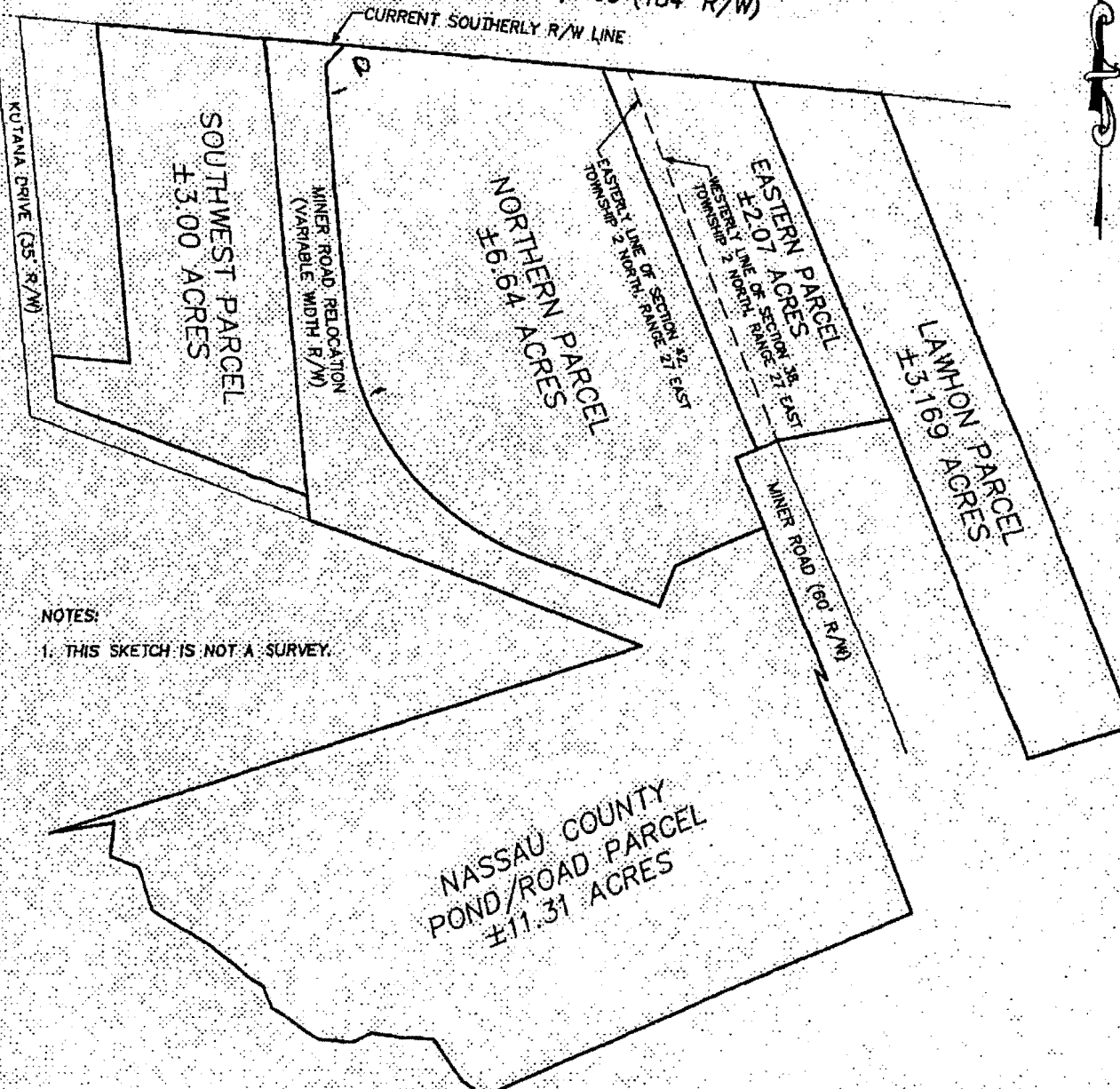
Jonathon B. Bowan
JONATHAN B. BOWAN, STATE OF FLORIDA
REGISTERED LAND SURVEYOR, CERT. No. 4600
JOB No. 29625
DATE: NOVEMBER 11, 2008

PREPARED BY:
A & J LAND SURVEYORS, INC.
5847 Luella Street
Jacksonville, Florida 32207
Telephone (904) 346-1733

EXHIBIT "I"

MAP SHOWING SKETCH OF A PORTION OF SECTIONS 38 AND 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA EXHIBIT FOR YPC 2ND AMENDMENT

STATE ROAD NO. A-1-A/200 (184' R/W)
CURRENT SOUTHERLY R/W LINE



NOTES:
1. THIS SKETCH IS NOT A SURVEY.

REVISED 11-18-2008

LEGEND	
R/W	RIGHT OF WAY



DATE: OCTOBER 20, 2008

SCALE: 1"=200'

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
1843 HALDO AVE., JACKSONVILLE, FL., 32207
(904) 396-2823 LB NO. 1704

EXHIBIT "J"

J

ARTICLE 19. COMMERCIAL, PROFESSIONAL AND OFFICE: CPO

INTENT: The provisions of this district are intended to apply to urban areas with convenient access to a major thoroughfare and to other business areas, wherein activities are restricted to financial, professional, health care and business office operations.

The Commercial, Professional and Office District is a medium intensity category of commercial zoning which may serve as a buffer or transitional zone between residential development and more intensive commercial or industrial development.

Section 19.01. Permitted uses and structures.

- (A) Medical and dental offices (but not hospital), chiropractor and licensed massage therapist.
- (B) Professional offices such as accountants, architects, attorneys, engineers, land surveyors, optometrists and similar uses.
- (C) Business offices, such as: real estate, insurance, stock brokers, manufacturer's agents and similar uses.
- (D) All of the permitted uses in the CPO District are limited by the following conditions:
 - (1) No retail sales display or storage of merchandise shall be permitted.
 - (2) No vehicles other than passenger automobiles or trucks of not more than three-quarter ton capacity shall be utilized.
 - (3) No manufacture, repair, or work of a mechanical nature shall be permitted and no machinery shall be used other than normal office equipment, e.g., typewriters, calculators, computers, bookkeeping machines.

Section 19.02. Permitted accessory uses and structures.

See article 28, section 28.15.

Section 19.03. Conditional uses.

- (A) Hospitals, sanitariums, nursing homes, child care centers and churches (except temporary revival establishments).
- (B) Medical or dental laboratories and establishments, manufacturing prosthetic appliances, dentures, eye glasses, hearing aids and similar products.

Section 19.04. Minimum lot requirements.

- (A) Minimum lot width: Sixty (60) feet.
- (B) Minimum lot area: Seven thousand five hundred (7,500) square feet.

Section 19.05. Minimum yard requirements.

- (A) Front yard: Twenty-five (25) feet.

(B) Side Yard: Twenty (20) feet.

(C) Rear Yard: Ten (10) feet: Those structures constructed along the Atlantic Coastline shall utilize the adopted "coastal construction control (setback) line", or a measurement of one hundred fifty (150) feet, measured from the mean high water line (MHL), whichever is the greater distance.

Section 19.06. Building restrictions.

(A) Maximum lot coverage: Sixty-five (65) percent.

(B) Maximum building height: Thirty-five (35) feet.

Section 19.07. Special restrictions.

In areas designated as conservation (wetlands) on the future land use map, only passive recreation and silviculture will be permitted.

ARTICLE 16. COMMERCIAL, GENERAL: CG

INTENT: The provisions of this district are intended to designate areas for general commercial uses which will meet the retail sales and service needs of Nassau County residents. This district is intended to encourage the concentration of general commercial uses and not the extension of strip commercial areas. The areas designated in this district shall abut a roadway classified as a collector or higher facility on the adopted functional highway classification map of the adopted comprehensive plan.

Nodal development patterns at major intersections are preferred. An exception to this standard may occur in areas of commercial infill where such infill would create a more compact land use pattern.

Section 16.01. Permitted uses and structures.

- (A) Uses permitted in the Commercial Neighborhood District.
- (B) Retail outlets for the sale of food and pharmaceuticals, wearing apparel, toys, sundries and notions, books and stationery, leather goods and luggage, jewelry (including watch repair), art, cameras or photographic supplies (including camera repair), sporting goods, home furnishings and appliances (including repairs incidental to sales), office equipment or furniture, used merchandise, hardware and similar uses.
- (C) Hobby and gift shops, delicatessens and bakeries (not wholesale bakery), florist shops, antique shops, and similar uses.
- (D) Service establishments such as home equipment rentals, barber and beauty shops, shoe repair shops, reducing salons and gymnasiums, tailors and dressmakers, radio and television repair shops, travel agencies, laundry or dry cleaning establishments, pickup stations or package plants in completely enclosed buildings using nonflammable liquids such as perchloroethylene, with no odor, fumes or steam detectable to normal senses from off the premises, and other similar uses.
- (D) Funeral homes.
- (F) Outdoor fruit, vegetable, poultry or fish markets.
- (G) Hotels and motels and commonly associated facilities.
- (H) Indoor commercial recreation centers, video games, arcades, billiard room, bowling alleys, skating rinks and similar uses.
- (I) Private clubs, fraternal organizations and lodge halls.
- (J) Restaurants and commonly associated facilities.
- (K) Gasoline dispensing facility containing not more than one (1) pump island with not more than four (4) gasoline and/or fuel pumps; provided no repairs or other automobile services are provided.
- (L) Travel trailer parks and campgrounds, subject to site plan review in section 26.17.

Section 16.02. Permitted accessory uses.

- (A) See article 28, section 28.15.
- (B) On the same premises and in connection with permitted principal uses and structures, a single-family dwelling unit, only for occupancy by an owner or employee thereof. Said single-family dwelling unit must be attached to the principal permitted structure.

Section 16.03. Conditional uses.

- (A) Drive-in restaurants and theaters.
- (B) Auto service stations and repair garages.
- (C) Auto sales lots.
- (D) Child care centers, church or private schools, and uses as provided for in article 28, section 28.14.
- (E) Establishments or facilities selling alcoholic beverage for on-site or off-site consumption.
- (F) Any use listed as a permitted use in the Commercial Intensive District, section [17.01], excluding sexually oriented businesses.
- (G) Plant nursery.

(Ord. No. 2005-38, 5-23-05)

Section 16.04. Special restrictions.

- (A) The sale of alcoholic or intoxicating beverages shall not be permitted within one thousand (1,000) feet in airline distance measured from building to building at their closest points to any established school or church.
- (B) In areas designated as Conservation (Wetlands) on the future land use map, only passive recreation and silviculture will be permitted.

Section 16.05. Minimum lot requirements.

- (A) Minimum lot area: Twenty thousand (20,000) square feet.
- (B) Minimum lot width: One hundred (100) feet.

Section 16.06. Minimum yard requirements.

- (A) Front yard: Twenty-five (25) feet.
- (B) Rear yard: Twenty (20) feet: Those structures constructed along the Atlantic Coastline shall utilize the adopted "Coastal Construction Control (Setback) Line", or a measurement of one hundred and fifty (150) feet, measured from the mean high water line (MHL), whichever is the greater distance.
- (C) Side yard: Twenty (20) feet except where the CG District abuts a residential district, the side yard shall be increased to thirty (30) feet. No side yard shall be required where two (2) or more commercial buildings adjoin side by side, however, in the case of a series of adjoining buildings or lots of single and/or separate ownership abutting and paralleling a public right-of-way, a passage of not less than thirty (30) feet in width shall be provided at grade level at the intervals of not more than four hundred (400) feet apart as may be required for public access.

Section 16.07. Building restrictions.

(A) Maximum building height: Forty (40) feet.

(1) Providing that for structures exceeding thirty-five (35) feet or three (3) stories in height shall increase the minimum side yard by one (1) foot for every two (2) feet of building height exceeding thirty-five (35) feet.

(2) Also, those structures constructed along the Atlantic Coastline, or major water body, shall increase the minimum rear yard setback by one (1) foot for every two (2) feet of building height exceeding thirty-five (35) feet, utilizing the "coastal control line" as adopted, as the minimum rear yard, or one hundred and fifty (150) feet from the mean high water line (MHL).

(B) Maximum lot coverage: Lot coverage by all buildings, including accessory buildings and structures shall not be more than fifty (50) percent of the lot.

(C) Landscaping: The minimum landscape area shall be not less than ten (10) percent of the total lot area and shall be in conformance with article 28, section 28.17.