

**CHARGE AND RETURN TO:**  
Stephanie M. Dougherty  
Right of Way — MS 2020  
1109 South Marion Avenue  
Lake City, FL 32025-5874

09-11-202  
Contract No. CM1839

23-UTL.08-Date: March 01, 2012

INSTR # 201208915, Book 1787, Page 741  
Pages 5  
Doc Type AGR, Recorded 04/09/2012 at 01:39 PM,  
John A Crawford, Nassau County Clerk of Circuit Court  
Rec. Fee \$44.00  
#1

This instrument prepared by  
or under the direction of:  
David M. Robertson  
Chief Counsel District Two  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

PARCEL NO. 801.4  
SECTION NO. 74130  
F.P. NO. 4274301  
STATE ROAD NO. A1A/105  
COUNTY OF Nassau

### SUBORDINATION OF COUNTY UTILITY INTERESTS

THIS AGREEMENT, entered into this 4<sup>th</sup> day of April, 2012, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, hereinafter called the FLORIDA DEPARTMENT OF TRANSPORTATION, and Nassau County, Florida on behalf of Nassau-Amelia Utilities, hereinafter called County.

#### WITNESSETH:

WHEREAS, the County presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the County to the Florida Department of Transportation; and

WHEREAS, the Florida Department of Transportation is willing to pay to have the County's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, County and Florida Department of Transportation agree as follows:

County hereby subordinates to the interest of Florida Department of Transportation its successors and assigns, any and all of its interest in the lands as follows, viz:

SEE Exhibit "A", attached hereto and by reference made a part hereof.

RECORDED:

INSTRUMENT	DATE	By and Between	O.R. BOOK / PAGE
Water and Sewer Service Agreement	01/24/2005	Amelia Tennis Villas Development Company, LLC, and the Board of County Commissioners of Nassau County, Florida on behalf of Nassau-Amelia Utilities	1296 376

PROVIDED that the County has the following rights:

1. The County shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the Florida Department of Transportation's current minimum standards for such facilities as required by the Florida Department of Transportation, Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the Florida Department of Transportation. Should the Florida Department of Transportation fail to approve any new construction or relocation of facilities by the County or require the County to alter, adjust, or relocate its facilities located within said lands, the Florida Department of Transportation hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The County shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the Florida Department of Transportation's facilities.
4. The County agrees to repair any damage to Florida Department of Transportation facilities and to indemnify the Florida Department of Transportation against any loss or damage resulting from the County exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the Florida Department of Transportation hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered  
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT  
OF TRANSPORTATION

Rhonda Harrington  
Witness:  
Print Name Rhonda Harrington

By: Kathy J. Thomas for  
Robert L. Parks  
District Director for Transportation  
Development District Two

Bobbi Goss  
Witness:  
Print Name: Bobbi Goss

Legal Review  
By: E. Nowak  
Print Name: Edward L. Nowak  
District Counsel office

Date: 4/3/12

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 4 day of April, 2012, by Robert L. Parks, District Director for Transportation Development, District Two, who is personally known to me and who did not take an oath.



(Notary Seal)

Lisa Lambert  
Print Name: Lisa Lambert  
Notary Public  
My Commission Expires: Dec. 11, 2015

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: [Signature]  
Print Name: John A. Crawford  
Clerk (or Deputy Clerk)

Nassau County, Florida  
on behalf of Nassau-Amelia Utilities  
By Its Board of County Commissioners

*ESH  
3/28/12  
AS  
3.29.12*

By: [Signature]  
Print Name: Stacy T. Johnson  
Its Chairperson (or Vice-Chairperson)

[Signature]  
Witness:  
Print Name: Brenda K. Linville

[Signature]  
Witness:  
Print Name: Peggy Snyder

Approved as to form by the  
Nassau County Attorney  
By: [Signature]  
David Hallman

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 26th day of March, 2012, by Stacy T. Johnson, Chairperson or Vice-Chairperson, who is personally known to me.



PEGGY B SNYDER  
Notary Public, State of Florida  
My Comm. Expires Nov. 8, 2015  
Commission No. EE 126532

(Notary Seal)

[Signature]  
Print Name: PEGGY B SNYDER  
Notary Public  
My Commission Expires: Nov 8, 2015

**Exhibit "A"**

Section No. 74130  
F.P. No. 4274301

State Road No. A1A/105

Nassau County

Parcel Number 801

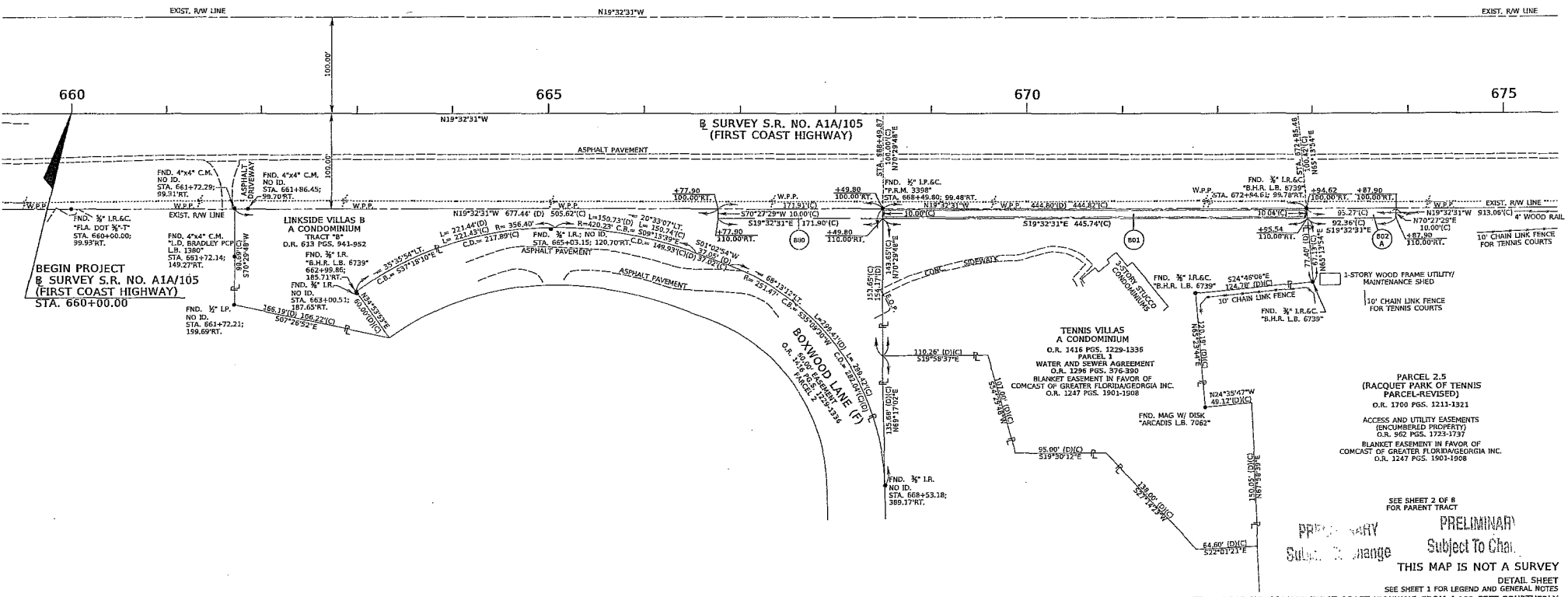
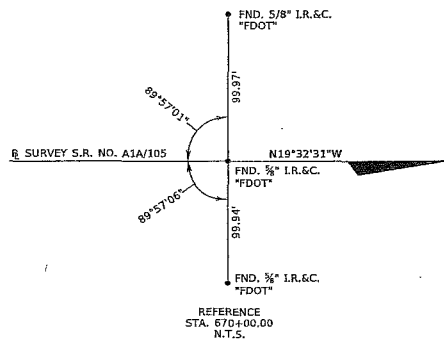
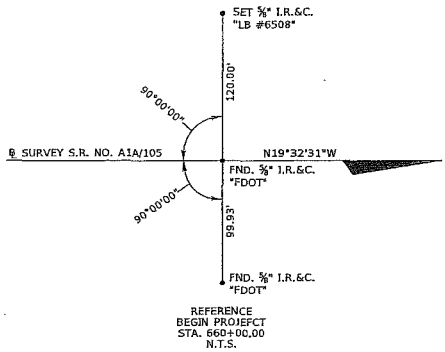
Perpetual Easement

A Part Of The S. Harrison Grant, Section 20, Township 2 North, Range 28 East, Nassau County, Florida, Being More Particularly Described As Follows:

**Commence** At A 1/2 Inch Iron Pipe (No Identification) Marking The Southwest Corner Of Lot 4 Beach Wood Village, Unit One, As Recorded In Plat Book 4, Pages 25-27 Of The Current Public Records Of Nassau County, Florida, Being In The S. Harrison Grant, Section 20, Township 2 North, Range 28 East, Said Nassau County, Florida; Said Corner Also Being A Southeasterly Corner Of Tract 1 Of Said Beach Wood Village, Unit One; Thence South 70°30'15" West, Along The Southerly Line Of Said Tract 1, A Distance Of 83.77 Feet To A Point On The Easterly Existing Right Of Way Line Of State Road Number A1A/105 (First Coast Highway, A 200.00 Foot Right Of Way As Shown On F.D.O.T. Right Of Way Map, Section 74130, Financial Project Number 4274301), Said Point Also Being The Southwesterly Corner Of Said Tract 1; Thence Continue South 70°30'15" West, Along The Prolongation Of Said Southerly Line, A Distance Of 100.00 Feet To A Point On The Baseline Of Survey Of Said State Road Number A1A/105 (First Coast Highway); Thence South 19°32'31" East, Along Said Baseline Of Survey, A Distance Of 1,268.79 Feet; Thence North 65°13'54" East, Departing Said Baseline Of Survey, A Distance Of 100.42 Feet To Said Easterly Existing Right Of Way Line Of State Road Number A1A/105 (First Coast Highway) And The **Point Of Beginning**; Thence North 65°13'54" East, Departing Said Easterly Existing Right Of Way Line, A Distance Of 10.04 Feet; Thence South 19°32'31" East, A Distance Of 445.74 Feet; Thence South 70°29'48" West, A Distance Of 10.00 Feet To Said Easterly Existing Right Of Way Line Of Said State Road Number A1A/105 (First Coast Highway); Thence North 19°32'31" West, Along Said Easterly Existing Right Of Way Line Of Said State Road Number A1A/105 (First Coast Highway), A Distance Of 444.82 Feet To The **Point Of Beginning**.

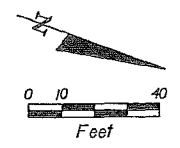
Containing, 4,453 Square Feet, More Or Less.

S. HARRISON GRANT, SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST

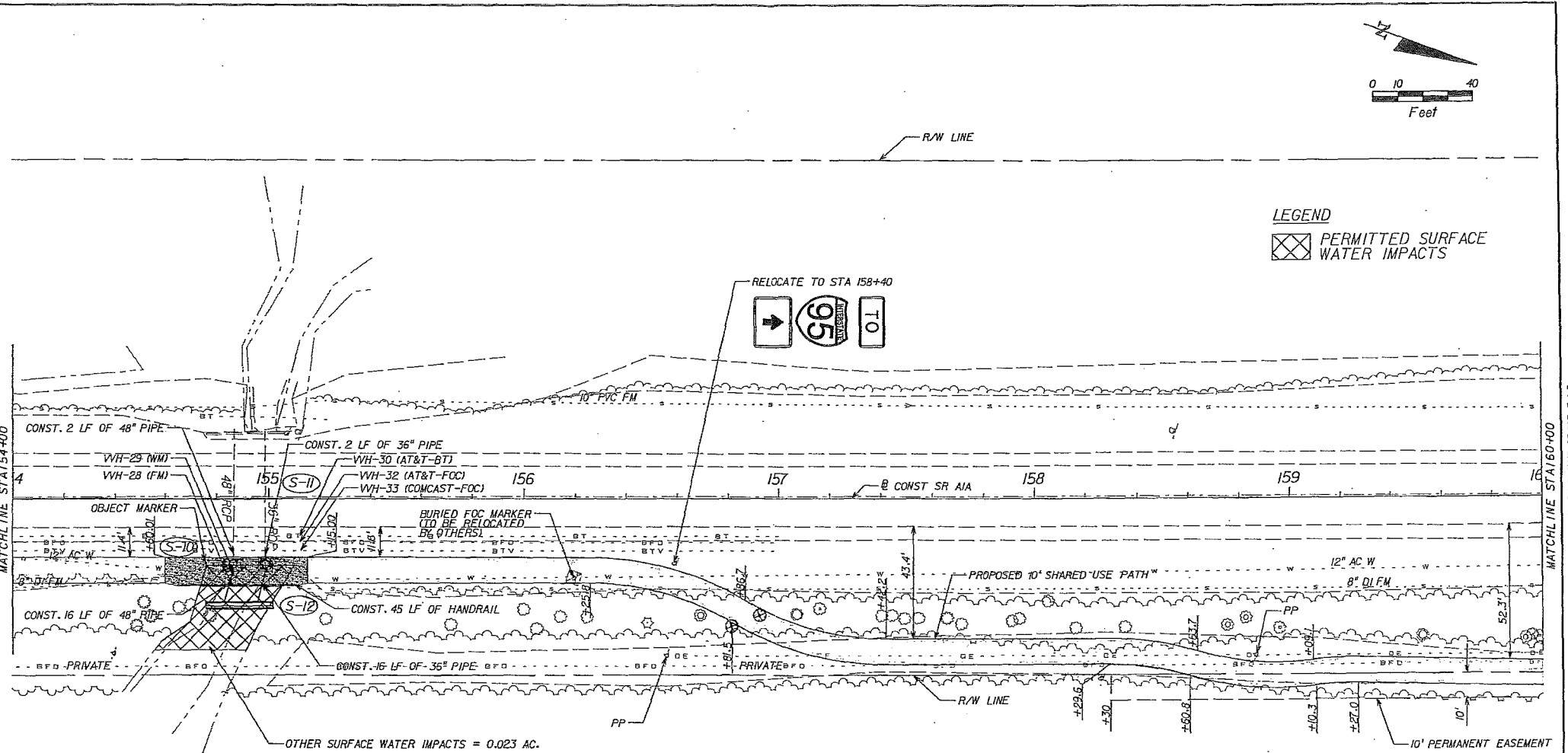


PRELIMINARY  
Subject to Change  
PRELIMINARY  
Subject to Change  
THIS MAP IS NOT A SURVEY  
DETAIL SHEET  
SEE SHEET 1 FOR LEGEND AND GENERAL NOTES  
STATE ROAD NO. A1A/105 (FIRST COAST HIGHWAY) FROM 4,100 FEET SOUTHERLY OF BURNLEY ROAD, THENCE NORTHERLY TO 230 FEET NORTHERLY OF LEWIS STREET

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPPING	APPROVED BY	DATE	BY	DATE	F.A.P. NO. N/A	SECTION 74130	MAPS PREPARED BY: DINA SCHNEIDER BOOK 1993 BILLY PARKWAY, SUITE 200 MCKENNA, FLORIDA 32124	DATA SOURCE/FIELD BOOK: 7413000
		DISTRICT RIGHT OF WAY SUPERVISOR		CHECKED	DATE	STATE ROAD NO. A1A/105	NASSAU COUNTY	SCALE: 1"=50'	SHEET 3 OF 8



**LEGEND**  
 PERMITTED SURFACE WATER IMPACTS



OTHER SURFACE WATER IMPACTS = 0.023 AC.

- 12" CHERRY
- 12" LIVE OAK
- 9" OAK
- 6" OAK
- 10" SCUM
- 57" TRIPLE OAK
- 30" OAK
- 22" OAK
- 13" OAK
- 7" OAK
- 28" DBL OAK
- 16" PINE
- 30" OAK
- X 10" OAK
- X 14" OAK
- 44" TRIPLE OAK
- 9" OAK
- 5" LY OAK
- 13" OAK
- 14" OAK
- 18" OAK
- 9" HICKORY
- 13" OAK
- 13" OAK
- 18" OAK
- 10" LY OAK
- 14" OAK
- 21" OAK
- 25" DBL LY OAK
- 23" OAK
- 13" OAK
- 38" LY OAK
- 1" LY OAK

REVISIONS		REVISIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION

**CW**  
**Connelly & Wicker Inc.**  
 Surveying-Planning-Engineering-Landscape Architecture  
 10500 Steiner Lake Dr., Suite 500 Jacksonville, FL 32246  
 904.245.3030 CA No. 3650 LA No. LC6600311 Fax 904.265.3031

Engineer of Records  
 Andrew M. Cummings, P.E.  
 FL P.E. No. 43254

<b>STATE OF FLORIDA</b>		
<b>DEPARTMENT OF TRANSPORTATION</b>		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR AIA	NASSAU	427430-1-52-01

PLAN SHEET

SHEET NO.  
50

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G05-23.003, F.A.C.





\* Pick-up Joyce

15

1 2005 02 17 12:11:37 PM

INSTR # 200506552  
OR BK 01296 PGS 0376-0390  
RECORDED 02/17/2005 12:11:37 PM  
JOHN A. CRAWFORD  
CLERK OF CIRCUIT COURT  
NASSAU COUNTY, FLORIDA  
RECORDING FEES 129.00

This instrument prepared under the supervision  
of: MICHAEL S. MULLIN, Attorney at Law, Post  
Office Box 1010, Fernandina Beach, FL 32035.

\*\*\*\*\*

WATER AND SEWER SERVICE AGREEMENT

NAU PROJECT # 006

THIS AGREEMENT entered into this 24th day of  
January, 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 "County" on behalf of  
Nassau Amelia Utilities ("NAU"), and the AMELIA TENNIS  
VILLAS DEVELOPMENT COMPANY, LLC, a Florida corporation,  
its successors, administrators, and assigns, hereinafter  
referred to as the "Developer".

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

1. The Developer desires to make water and  
wastewater service available to the property known as the  
Tennis Villas at ~~Courtside Phase III~~ at the Amelia Island  
Plantation Company, ~~Inc.~~ ("Property") described on

*De*

01/24/05

1

Exhibit "A", attached hereto and made a part herein for the benefit in perpetuity of the Developer, its successors, administrators, and assigns.

2. The County agrees to make water and wastewater service available to the Property for the benefit of Developer, its successors, administrators, and assigns, subject to the terms and conditions as set forth herein.

3. The obligations incurred by the Developer as a result of this Agreement shall constitute an encumbrance on the Property. This Agreement is made subordinate to mortgage liens on the Property and property which may follow, except that such subordination is only to subordinate to the County's interest to the mortgage lien and in no way waives or releases the County's rights arising from this Agreement.

4. The Developer desires and the County agrees to make fire protection service available to the Property, pursuant to the rate schedule in County Ordinance 2003-45. All on-site water mains installed by the Developer shall be sized in order to meet the fire flow requirements of the County. The County assumes no responsibility whatsoever for the adequacy in regard to the fire flow of the Developer's on-site water mains.

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

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

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

7. The estimated CIAC is further based upon a charge of \$750.00 for administrative and legal fees, and \$129.00 for recording fees associated with this Agreement.

8. The Developer will install at its expense, in accordance with County-Approved Plans, the necessary water and wastewater main extension to serve 18 and 18 Equivalent Residential Connections ("ERC's"), respectively, for The Tennis Villas at Courtside Phase III and connect the entire system to the County's existing water and wastewater system. Plans and specifications will be designed, produced, and submitted by a Florida registered professional engineer to the County for review and approval in accordance with the County's specifications and standards, a copy of which is attached as Exhibit "C". Acceptance of the Developer's completed water and wastewater system extension will be subject to review and approval by the County. As a

condition precedent to acceptance of the completed water and wastewater system extension by the County and prior to receiving service, the items listed in Exhibit "B" shall be submitted and accepted by the County. Acceptance will not be unreasonably withheld. Once accepted, the County will be responsible for all subsequent maintenance of the water and wastewater system extension not related to warranties.

9. The County reserves the right and the Developer agrees to allow the County to inspect and/or test the on-site water distribution and wastewater collection systems prior to rendering service and from time to time thereafter, but the County assumes no responsibility for the system. The Developer shall correct any identified deficiencies immediately.

10. The Developer shall be responsible for assuring that all work is done in accordance with JEA standards and applicable rules and regulations including, but not limited to, those promulgated by EPA, FDEP, and OSHA; and the presence of County representative(s) on the construction site shall in no way transfer responsibility to the County for any actions of the Developer, his employees and/or his contractors.

01/24/05

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11. Backflow prevention is required for all on-site water service. The Developer agrees to install backflow prevention devices as deemed necessary by the County to protect the water supply.

12. The County accepts only domestic wastewater to its wastewater collection system. At this time, the Developer has no facilities requiring pretreatment. However, the County reserves the right to require the Developer, its successors, administrators, and assigns, to install pretreatment devices should they be required in the future. The County reserves the right to inspect the Developer's devices, if any, prior to rendering wastewater service and from time to time thereafter but assumes no responsibility for Developer's devices.

13. Subject to the Developer's compliance with the terms and conditions of this Agreement and the County's tariff, the County hereby agrees to allocate and reserve 6,300 GPD of water service capacity and 6,300 GPD of wastewater service capacity to the Developer for use by the Developer with its improvements to The Tennis Villas at Amelia Island Plantation Company, Inc. If the actual average daily water and/or wastewater consumption over any consecutive six (6) month period, as determined by

the County, should exceed the above reserved capacity an additional charge based on the prevailing CIAC will be due and payable to the County upon thirty (30) days written notice. Any such water and wastewater which is not connected or used by the Developer within five (5) years from the date of the execution of this Agreement shall revert back to the County, and in such an event, the county shall not be obligated to refund these charges paid by the Developer.

14. The providing of water and wastewater service is subject to prevailing rates, fees, and charges of the County, as set forth in County Ordinance 2003-45 or amendments thereto. These rates, fees, and charges are subject to change without notice. The Developer agrees to comply with all Rules and Regulations of the County, which are available upon request.

15. The Developer shall provide written notice to the County, at least seventy-two (72) hours prior to the start of construction, that construction of contributed facilities or a connection to the County's existing system is about to commence. The County shall not be required to accept contributed facilities that were constructed without prior notification. If the Developer

fails to give said written notice, the County may require the Developer to uncover and expose said connections or contributed facilities for inspection, at the sole cost of Developer, or the County may disconnect the Developer's installations from the County's system at the Developer's expense.

16. Except as expressly provided herein, the Developer agrees not to assign or transfer all or any portion of this Agreement. The allocation of water and wastewater capacity granted to the Developer may be assigned or transferred if and only if: (a) the Developer has obtained the prior written consent of the County to such an assignment, sale, or disposition; (b) the assignment is in direct connection with a bona fide sale of the Developer's property or a portion thereof to which the water and wastewater service capacity reserve relates, and the County is notified in writing of such an assignment not less than thirty (30) days prior to such an assignment; and (c) the assignee pays all of the County's legal and administrative costs incurred in connection with such assignment and assumes all of the duties and obligations of the assignor under this Agreement. The County shall have the right to assign or



transfer this Agreement or the rights and responsibilities contained herein to any authority, corporation, or other public or private person, firm, or entity without the consent of the Developer.

17. It is estimated that the herein noted County services can be made available within approximately thirty (30) days after the County's acceptance of the above mentioned contributed facilities. Such time period is subject to change for inclement weather, strikes, acts of God, material shortage, acts of government, and other delaying conditions beyond the control or responsibility of the County.

18. The parties agree that the following mutual protections are included in this Agreement:

a. This document is the entire Agreement between the parties and supercedes all previous agreements between the parties;

b. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment;

c. This Agreement is subject to all applicable local and State laws, and the Developer agrees to pay for the recording of this document;

d. This Agreement is intended to benefit only the parties who sign it and their authorized assigns and does not create any rights for other persons or entities; The County has the exclusive right to provide water and wastewater service to the Property; and

e. This Agreement is binding on both parties, and each has the power and authority to bind themselves by signing this Agreement.

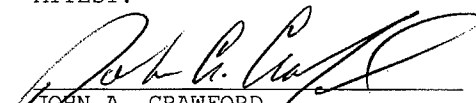
f. This Agreement shall be recorded at the Developer's expense.

19. Time is of the essence.

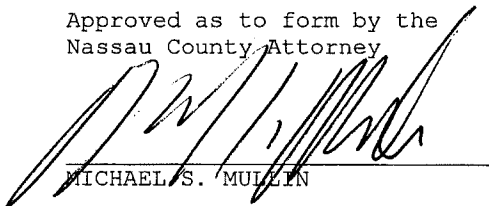
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
ANSLEY N. ACREE  
Its: Chairman

ATTEST:

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

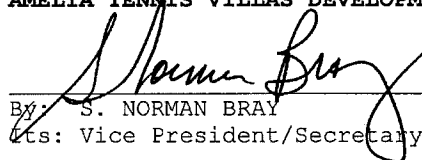
Approved as to form by the  
Nassau County Attorney

  
MICHAEL S. MULLEN

01/24/05

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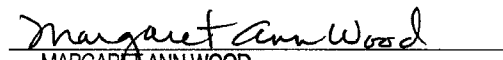
DEVELOPER:  
AMELIA TENNIS VILLAS DEVELOPMENT COMPANY, LLC

  
By: S. NORMAN BRAY  
Title: Vice President/Secretary

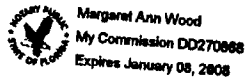
STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of January, 2005, by S. NORMAN BRAY, as Vice President/Secretary of **AMELIA TENNIS VILLAS DEVELOPMENT COMPANY, LLC**, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced as identification and did take an oath.

  
MARGARET ANN WOOD  
NOTARY PUBLIC  
State of Florida  
My Commission Expires: 1-8-08

h/anne/nau/tennis-villas-3



Parcel ID 01-5N-29-V28B-0003-0000

EXHIBIT A  
LEGAL DESCRIPTION

TENNIS VILLAS

PART OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 105 (A-1-A, A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AT ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BEACH LAGOON ROAD (AS SHOWN ON PLAT OF BEACH WALKER VILLAGE, AS RECORDED IN PLAT BOOK 4, PAGES 14 AND 15 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY); THENCE NORTH 19°33'10" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 105, A DISTANCE OF 1663.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, NORTH 19°33'10" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 105, A DISTANCE OF 444.80 FEET; THENCE NORTH 65°10'56" EAST, LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 77.40 FEET; THENCE SOUTH 24°49'04" EAST, A DISTANCE OF 124.78 FEET; THENCE NORTH 65°20'46" EAST, A DISTANCE OF 120.19 FEET; THENCE NORTH 24°39'15" WEST, A DISTANCE OF 49.12 FEET; THENCE NORTH 67°55'41" EAST, A DISTANCE OF 150.05 FEET; THENCE SOUTH 22°04'19" EAST ALONG SAID COURTSIDE VILLAS, A DISTANCE OF 64.60 FEET; THENCE SOUTH 27°11'25" WEST, CONTINUING ALONG SAID COURTSIDE VILLAS, A DISTANCE OF 138.00 FEET; THENCE SOUTH 19°33'10" EAST ALONG SAID COURTSIDE VILLAS, A DISTANCE OF 95.00 FEET; THENCE SOUTH 54°26'50" WEST ALONG SAID COURTSIDE VILLAS, A DISTANCE OF 107.00 FEET; THENCE SOUTH 20°01'35" EAST ALONG THE WESTERLY LINE OF SAID COURTSIDE VILLAS, A DISTANCE OF 110.26 FEET TO THE NORTHERLY LINE OF LINKSIDE VILLAS; THENCE SOUTH 70°26'50" WEST WITH SAID LINKSIDE VILLAS, A DISTANCE OF 154.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.20 ACRES MORE OR LESS.

TOGETHER WITH A RESERVED EASEMENT FOR INGRESS AND EGRESS IN SECTION 5.4 OF THE DECLARATION OF CONDOMINIUM FOR LINKSIDE VILLAS B, A CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 562, PAGE 297.

**EXHIBIT "B"**

**Documents required prior to utility acceptance of developer addition:**

1. Easements dedicated to the Board of County Commissioners Of Nassau County, Florida, a political subdivision of the State of Florida and recorded in the office of the Clerk of the Court.
2. "Record" or "As-Built" drawings on disk (AutoCAD version 12 or later; and three (3) sets of hard copy record drawings.
3. Contractor's Letter of Warranty for a one (1) year period after Utility Acceptance (Signed and sealed by PE or Notarized).
4. Contractor's Waiver and release of Lien (recorded with the Clerk of the Court).
5. Engineer's Letter of Certification (Signed and sealed by the Engineer).
6. Copies of all tests required by the Florida Department of Environmental Protection or governing State or local Health Department.
7. Video inspection reports of the installed sewer collection system.

EXHIBIT "C"

Construction Standards

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

01/24/05

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**EXHIBIT "D"**

Calculation of fees for plant capacity and main extension charges for the Courtside Phase III Tennis Villas.

**\* Developer to install water meter at its own expense**

**18 units (ERC'S)**

**WATER:**

Plant Capacity Water, 18 @ \$933.33 = \$16,799.94  
Main Extension Water, 18 @ \$468.30 = \$ 8,429.40

**WASTEWATER:**

Plant Capacity Wastewater, 18 @ \$1,733.33 = \$31,199.94  
Main Extension Wastewater, 18 @ \$ 504.00 = \$ 9,072.00  
**SUBTOTAL= \$ 65,501.28**

Plan Review: (PBS&J) 1@ \$600.00=\$600.00  
Oversight & Inspections 4@ \$570.00=\$2,280.00  
Legal Fees 1@ \$600.00=\$600.00  
Administrative Fee 1@ \$150.00=\$150.00  
Recording Fee 1@ \$129.00=\$129.00

**TOTAL DUE=\$69,260.28**



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR


1109 S. Marion Avenue  
Lake City, FL 32025

ANANTH PRASAD, P.E.  
SECRETARY

### MEMORANDUM

DATE: February 28, 2012

TO: Greg Evans, P.E., District Two Secretary

FROM: Robert L. Parks, P.E., Director of Transportation Development 

COPIES: Nick Tsengas, Joye Brown, Joe Jordan, Jim Pitman, Kathy Thomas, James Bennett, Bill Henderson

SUBJECT: DELEGATION OF AUTHORITY

Anytime during my absence from the District, I hereby delegate authority to sign correspondence and executive documents that require my signature to Joe Jordan, District Right of Way Administrator, or in his absence, Kathy Thomas, District Program Management Engineer, or in her absence, James Pitman, District Design Engineer, or in his absence, James Bennett, District Planning Manager/Urban Transportation Development Engineer, or in his absence, Bill Henderson, District PLEMO Administrator. Personnel documents will be the exception.

This authority is effective immediately and will stay in effect until modified or rescinded by me.

RLP/rjh