

INSTR # 201204199, Book 1779, Page 65
Pages 17
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John A Crawford, Nassau County Clerk of Circuit Court
Rec. Fee \$146.00
#1

This instrument prepared under the supervision
of: David A. Hallman, Attorney at Law, 96135
Nassau Place, Suite 6, Yulee, FL 32097.

WATER AND SEWER SERVICE AGREEMENT

NAU PROJECT # _____

THIS AGREEMENT entered into this 13th day of
February, 2012, 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 **OMNI AMELIA ISLAND,
LLC**, a Delaware limited liability 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
Omni Amelia Island Plantation ("Property") described on
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, or amendments thereto. 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 \$146.00 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 97.35 and 99.5 Equivalent Residential Connections ("ERC's"), respectively, for the Omni Amelia Island Plantation expansion and connect the entire system to the County's existing water and wastewater system. Plans and specifications will be designed, produced, and submitted by a Florida registered professional engineer to the County for review and approval in accordance with the County's specifications and standards, a copy of which is attached as Exhibit "C". Acceptance of the Developer's completed water and wastewater system extension will be subject to review and approval by the County. As a

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

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

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

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

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

13. Subject to the Developer's compliance with the terms and conditions of this Agreement and the County's tariff, the County hereby agrees to allocate and reserve 34,100 GPD of water service capacity and 34,100 GPD of wastewater service capacity to the Developer for use by the Developer with its improvements to Omni Amelia Island Plantation. 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;

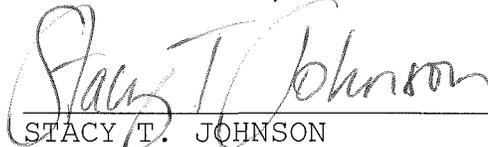
d. This Agreement is intended to benefit only the parties who sign it and their authorized assigns and does not create any rights for other persons or entities; The County has the exclusive right to provide water and wastewater service to the Property; and

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



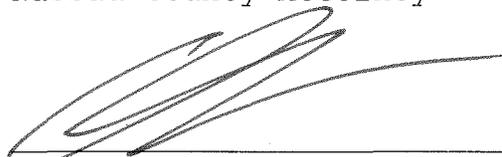
STACY T. JOHNSON
Its: Chair

ATTEST AS TO CHAIR'S SIGNATURE:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



DAVID A. HALLMAN

ebk
2/13/12

AS
2/15/12

EXHIBIT "A"

Legal Description

O.R. 1700, PG. 1211 (DESCRIPTION AS PROVIDED)

PARCEL 2.31

A PART OF SECTIONS 20 AND 22, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE MOST SOUTHERLY CORNER OF BEACH WOOD VILLAGE UNIT ONE, AS RECORDED IN PLAT BOOK 4, PAGES 25 THROUGH 27, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD (PARCEL "A", A 60 FOOT PRIVATE ROAD, AS SHOWN ON SAID PLAT), SAID POINT ALSO LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BEACH LAGOON ROAD (PARCEL "A", A RIGHT-OF-WAY OF VARYING WIDTH, AS SHOWN ON THE PLAT OF BEACH WALKER VILLAGE, AS RECORDED IN PLAT BOOK 4, PAGES 14 AND 15 OF THE PUBLIC RECORDS OF SAID COUNTY), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 430.02 FEET; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 134.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°15'46" EAST AND A CHORD DISTANCE OF 133.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 29°18'05" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD, A DISTANCE OF 93.49 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 430.02 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 93.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°03'39" EAST AND A CHORD DISTANCE OF 93.49 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 81°25'25" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD, A DISTANCE OF 78.88 FEET; THENCE NORTH 83°26'04" EAST, A DISTANCE OF 352.73 FEET; THENCE SOUTH 12°28'51" EAST, A DISTANCE OF 186.70 FEET; THENCE SOUTH 40°13'15" WEST, A DISTANCE OF 136.06 FEET; THENCE SOUTH 15°25'34" WEST, A DISTANCE OF 222.06 FEET; THENCE SOUTH 04°18'09" WEST, A DISTANCE OF 273.96 FEET; THENCE SOUTH 24°48'04" WEST, A DISTANCE OF 199.82 FEET; THENCE SOUTH 88°56'09" WEST (AT 34.36 FEET PASSING THE MOST NORTHEASTERLY CORNER OF THE CAPTAIN'S COURT), A DISTANCE OF 134.36 FEET; THENCE SOUTH 01°03'51" EAST ALONG LINES OF SAID CAPTAIN'S COURT, A DISTANCE OF 110.31 FEET; THENCE SOUTH 78°56'09" WEST, CONTINUING ALONG LINES OF SAID CAPTAIN'S COURT, A DISTANCE 107.71 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 9.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 3.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 76°58'52" WEST AND A CHORD DISTANCE OF 3.49 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 65.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 23.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°46'33" WEST AND A CHORD DISTANCE OF 23.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 67°21'15" WEST, A DISTANCE OF 34.05 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 105.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 62.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 84°26'21" WEST AND A CHORD DISTANCE OF 61.99 FEET TO A POINT ON SAID CURVE; THENCE NORTH 11°36'26" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 135.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 26.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 72°40'17" WEST AND A CHORD DISTANCE OF 26.92 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 57.65 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 54.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 85°31'42" WEST AND A CHORD DISTANCE OF 52.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 58°14'18" WEST, A DISTANCE OF 29.20 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 108.38 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 31.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 67°07'21" WEST AND A CHORD DISTANCE OF 31.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 74°57'28" WEST, A DISTANCE OF 66.88 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 45.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 22.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89°03'06" WEST AND A CHORD DISTANCE OF 21.92 FEET TO A POINT ON A CURVE, SAID POINT LYING IN THE EASTERLY RIGHT-OF-WAY LINE OF BEACH WALKER ROAD (A 50.00 FOOT PRIVATE ROAD AS SHOWN ON SAID PLAT), SAID CURVE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 275.00 FEET; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BEACH WALKER ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 83.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19°25'08" WEST AND A CHORD DISTANCE OF 82.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 28°05'48" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 206.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 125.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 29.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°13'44" WEST AND A CHORD DISTANCE OF 29.89 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 53.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 71.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°57'54" EAST AND A CHORD DISTANCE OF 66.08 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 125.00 FEET; THENCE NORTHERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BEACH WALKER ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 23.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°37'36" EAST AND A CHORD DISTANCE OF 23.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 26°57'44" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BEACH WALKER ROAD, A DISTANCE OF 68.63 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 86.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 07°10'09" EAST AND A CHORD DISTANCE OF 84.77 FEET TO THE POINT OF A REVERSE CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BEACH WALKER ROAD TO THE SOUTH RIGHT-OF-WAY LINE OF SAID BEACH LAGOON ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 40.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 33°48'25" EAST AND A CHORD DISTANCE OF 35.97 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 79°53'36" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BEACH LAGOON ROAD, A DISTANCE OF 16.65 FEET TO THE POINT OF CURVE OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 428.78 FEET; THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BEACH LAGOON ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 243.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°33'31" EAST AND A CHORD DISTANCE OF 240.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 47°13'27" EAST, A DISTANCE OF 44.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.02 ACRES MORE OR LESS.

ALSO BEING SUBJECT TO A 30 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS TO CAPTAIN'S COURT BY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 790, PAGE 1564 (EXHIBIT D).

TOGETHER WITH THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1700, PAGE 1180 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

THE PARCELS SHOWN ABOVE CONTAINING A NET ACREAGE OF 15.76 ACRES, MORE OR LESS.

A PART OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE MOST SOUTHERLY CORNER OF BEACH WOOD VILLAGE UNIT ONE, AS RECORDED IN PLAT BOOK 4, PAGES 25 THROUGH 27, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD (PARCEL "A", A 60 FOOT PRIVATE ROAD, AS SHOWN ON SAID PLAT), SAID POINT ALSO LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BEACH LAGOON ROAD (PARCEL "A", A RIGHT-OF-WAY OF VARYING WIDTH, AS SHOWN ON THE PLAT OF BEACH WALKER VILLAGE, AS RECORDED IN PLAT BOOK 4, PAGES 14 AND 15 OF THE PUBLIC RECORDS OF SAID COUNTY), SAID POINT LYING ON A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 430.02 FEET; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 134.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°15'46" EAST AND A CHORD DISTANCE OF 133.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 29°18'05" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD, A DISTANCE OF 93.49 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 430.02 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 93.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°03'39" EAST AND A CHORD DISTANCE OF 93.49 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 81°25'25" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF BEACH WOOD ROAD, A DISTANCE OF 78.88 FEET; THENCE NORTH 83°26'04" EAST, A DISTANCE OF 352.73 FEET; THENCE SOUTH 12°28'51" EAST, A DISTANCE OF 186.70 FEET; THENCE SOUTH 40°13'15" WEST, A DISTANCE OF 136.06 FEET; THENCE SOUTH 15°25'34" WEST, A DISTANCE OF 19.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 15°25'34" WEST, A DISTANCE OF 202.89 FEET; THENCE SOUTH 04 DEGREES 18 MINUTES 09 SECONDS WEST, A DISTANCE OF 273.96 FEET; THENCE SOUTH 24 DEGREES 46 MINUTES 04 SECONDS WEST, A DISTANCE OF 13.06 FEET; THENCE NORTH 88 DEGREES 56 MINUTES 37 SECONDS EAST, A DISTANCE OF 78.38 FEET; THENCE NORTH 13 DEGREES 12 MINUTES 43 SECONDS WEST, A DISTANCE OF 38.12 FEET; THENCE NORTH 32 DEGREES 12 MINUTES 53 SECONDS EAST, A DISTANCE OF 97.53 FEET; THENCE NORTH 06 DEGREES 36 MINUTES 31 SECONDS WEST, A DISTANCE 361.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.741 ACRES MORE OR LESS.

DEGROVE

Surveyors, Inc.
2131 CORPORATE SQUARE BLVD.
JACKSONVILLE, FL 32216
(904) 722-0400

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.

EXHIBIT "D"

Calculation of fees for Water and Wastewater Impact and AFPI charges for the Omni at Amelia Island Plantation expansion.

WATER:

Water Impact	97.35 @ \$1,602.00 =	\$155,954.70
Water AFPI	97.35 @ \$ 660.00 =	\$ 64,251.00
Cost of Meters		\$ 10,478.00

WASTEWATER:

Wastewater Impact	99.5 @ \$2,531.00 =	\$251,834.50
Wastewater AFPI	99.5 @ \$1,102.00 =	\$109,649.00

SUBTOTAL= \$592,167.20

Plan Review:	1 @ \$600.00 =	\$ 600.00
Oversight & Inspections	4 @ \$570.00 =	\$2,280.00
Administrative/Legal Fees	1 @ \$750.00 =	\$ 750.00

TOTAL DUE= \$595,797.20

Payable to the Nassau County Board of County Commissioners

Total Recording Fee	<u>\$146.00</u>
Payable to the Clerk of the Court	