

**AGREEMENT**

**THIS AGREEMENT**, made the 25th day of June, 2012, (the "Effective Date"), by and between DB FLORIDA COMPANY, LLC, its successors or assigns (the "Property Owner"), and the NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida (The "County"). The Property Owner and the County are collectively referred to herein as the "Parties" and individually as "Party".

**WHEREAS**, the Property Owner owns the real property described in Exhibit "A", the description of which is incorporated herein by reference, and desires development approvals to construct approximately 235 residential apartment units on said property; and

**WHEREAS**, the Parties acknowledge the benefit of improvements which would connect License Road and Christian Way ("Concourse Loop Road, Phase 1") by having safe access to a signalized intersection for area businesses, churches, government offices and residents of the proposed residential units; and

**WHEREAS**, the Property Owner and the County desire to enter into an agreement to provide for construction and improvement of Concourse Loop Road, Phase 1 which is critically needed to facilitate signalization access to adjacent businesses, churches, government offices, and the proposed residential units.

**NOW, THEREFORE**, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are herby acknowledged, the Parties hereby agree as follows:

INSTR # 201217123, Book 1802, Page 95  
Pages 10  
Doc Type AGR, Recorded 07/12/2012 at 11:16 AM,  
John A Crawford, Nassau County Clerk of Circuit Court  
Rec. Fee \$86.50  
#1

1. **Findings of Fact.** The foregoing statements are true and correct and are incorporated herein by reference as Findings of Fact.
2. **County Obligations.** The County hereby covenants and makes the following commitments:
  - A. Within five (5) days of County approval of this Agreement, County will provide Property Owner with a survey and deed which represent the layout and legal description of the approximately .44 acres to be conveyed by Property Owner to County. County shall accept and record the executed deed referenced in Section 3B.
  - B. County Staff agrees to support a Future Land Use Map (FLUM) change and zoning change for Property Owner's property to accommodate High Density Residential land use and Residential, General – 2 (RG-2) zoning associated with the Property Owner's intent to construct approximately 235 residential apartment units on said property.
  - C. County shall provide impact fee credits (or transportation mobility fee credits) for regional park, community park, and administrative facility impact fees in an amount equal to the appraised value of the subject .44 acres. The appraised value shall be based upon High Density Residential (HDR) Future Land Use designation and Residential, General - 2 (RG-2) zoning. Alternatively, if impact fees remain suspended at the time of Property owner's application, Nassau County would, at the County's option, pay Property Owner the said same amount.

- D. County will proceed expeditiously to construct the new roadway substantially in accordance with Sheets PP-2 and PP3, attached hereto as Exhibit "B".
3. **Property Owner's Obligations.** The Property Owner hereby covenants for itself, its successor and assigns and makes the following commitments:
- A. Property Owner shall apply to County for a Future Land Use Map (FLUM) change and zoning change in order to accommodate High Density Residential land use associated with his intent to construct approximately 235 residential apartment units.
- B. Property Owner shall, within thirty (30) days of delivery of the survey and deed referenced in Section 2A above, execute said deed and deliver it to the County.
- C. Property Owner shall comply with all applicable procedures, standards, and permitting.
4. **Binding Effect.** The obligations of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.
5. **Assignment.** Property Owner shall advise, in writing, the Board of County Commissioners of any assignment of this Agreement.
6. **Exhibits.** All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.
7. **Captions or Paragraph headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in

no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision hereof. The whereas clauses are incorporated into the body of this Agreement.

8. **Amendment**. This Agreement may be amended only by written amendment signed by all parties.
9. **Litigation and Venue**. If either party must resort to litigation to enforce this Agreement, the prevailing party shall be entitled to collect attorney's fees and costs. Venue for any litigation shall be Nassau County, Florida. The remedies shall include all legal and equitable remedies.
10. **Notices**. Any notices or reports required by this Agreement shall be in writing and shall be sent via certified mail, return receipt requested, or by recognized overnight courier providing receipt of delivery, and shall be deemed effective upon delivery, to the following:

For the County:

Ted Selby  
County Manager  
96135 Nassau Place, Suite 1  
Yulee, FL 32097

With a copy to:

David A. Hallman, Esq.  
Nassau County Attorney  
96135 Nassau Place, Suite 6  
Yulee, FL 32097

For the Property Owner:

Attn: Bruce Jasinsky  
311 Centre Street  
Fernandina Beach, FL 32034

With a Copy to:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

11. **Benefits to County:** The County hereby acknowledges and agrees that this Agreement substantially benefits the County in its capital improvement planning program to provide certainty in planning and scheduling traffic improvements to serve not only the residents of these developments and those County residents utilizing the development but all the citizens of Nassau County.
12. **Recording.** The Parties agree that this Agreement shall be recorded in the property records of Nassau County, Florida.
13. **Effective Date; Duration of Agreement.** This Agreement shall become effective as of the effective date set forth in the introductory paragraph hereof, at such time as it has been executed by all Parties with the attestation of the Clerk and the approval of the County Attorney, and it shall remain in effect until the commencement of construction and improvement of the Loop Road.

Passed and Duly Adopted by the Board of County Commissioners of Nassau County, Florida, this 25<sup>th</sup> day of June, 2012, to become effective as of the Effective Date set forth in the introductory paragraph of this Agreement.

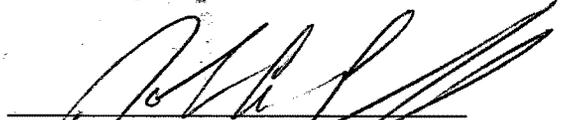
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



STACY D. JOHNSON

Its: Chair

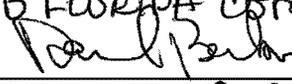
ATTEST AS TO CHAIR'S  
SIGNATURE:

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk      MES 6/27/12

Approved as to form by the  
Nassau County Attorney:

  
\_\_\_\_\_  
DAVID A. HALLMAN

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

\_\_\_\_\_  
DB FLORIDA COMPANY LLC  
By:   
Name: DAVID BERKMAN

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

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

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

Attest:

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

EXHIBIT "A"

THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

Right of Way Acquisition Parcel - DB Florida Company, LLC

Situate in Section 37, Township 2 North, Range 27 East, County of Nassau, Sate of Florida, being a portion of lands conveyed to DB Florida Company, LLC as recorded on Official Records Book 963, Page 1080 of the Official records of Nassau County, Florida, being a new division from said DB Florida Company lands for a 60 foot wide right of way and being more particularly described as follows:

Commencing at a 4"x4" concrete monument found, marked LB#4204, said concrete monument being the intersection of the East right of way of Christian Way (a 100 foot wide private roadway) and the South right of way line of State Road number 200 (A1A; a variable width right of way, also known as "Buccaneer Trail"), said concrete monument also being the northwest corner of lands conveyed to JD's Animal Clinic, LLC as recorded in Official Records Book 1547, Page 829 of the Official Records of Nassau County, Florida; thence with the East right of way line of said Christian Way, S05°14'26"W, a distance of 471.95 feet to a capped 5/8" iron rod found, marked LB#6755, said found iron rod being the southeast corer of said Christian Way and a corner common with lands conveyed to Lofton Professional Plaza, LLC as recorded in Official Records Book 1008, Page 1909 of the Official Records of Nassau County, Florida; thence with the South line of said Christian Way and a line common with said Lofton lands, N85°19'27"W, a distance of 20.00 feet to a capped 5/8" iron rod found, marked LB#6755, said found iron rod being a westerly corner of said Lofton lands, said found iron rod found lying in the East line of an ingress/egress easement recorded in Official Records Book 656, Page 1 of the Official Records of Nassau County, Florida; thence with the west line of said Lofton lands and the East line of said ingress/egress easement, S05°14'26"W, a distance of 88.48 feet to a capped 1/2" iron pipe found, marked LB#2841, said found iron pipe being the southwest corner of said Lofton lands, said found iron pipe also being a common corner of said DB Florida Company lands and the True Point of Beginning;

Thence with the South line of said Lofton lands and a northerly line of said DB Florida Company lands, S84°43'22"E, a distance of 317.55 feet to the southeast corner of said Lofton lands and a northeasterly corner of said DB Florida lands;

Thence with the East line of said DB Florida Company lands, S03°30'42"W, a distance of 60.03 feet to a corner, said corner being the southeast corner of the herein described 60 foot wide parcel;

Thence with a new division line running parallel with the South line of said Lofton lands and North line of said DB Florida Company lands, N84°43'22"W, a distance of 318.12 feet to a point in the East line of said ingress/egress easement, said point lying a curve concave to the east;

Thence with the East line of said ingress/egress easement northerly along the arc of said curve, having a radius of 1402.39 feet, a central angle of 02°27'08", an arc length of 60.02 feet and a chord bearing N04°03'12"E, a distance of 60.01 feet to the True Point of Beginning, containing 19,082.927 square feet or 0.438 Acres, more or less.

Bearing basis established as South 05°14'26" West along the East line of Christian Way a 100 foot wide private roadway.

Nassau County Board of County Commissioners

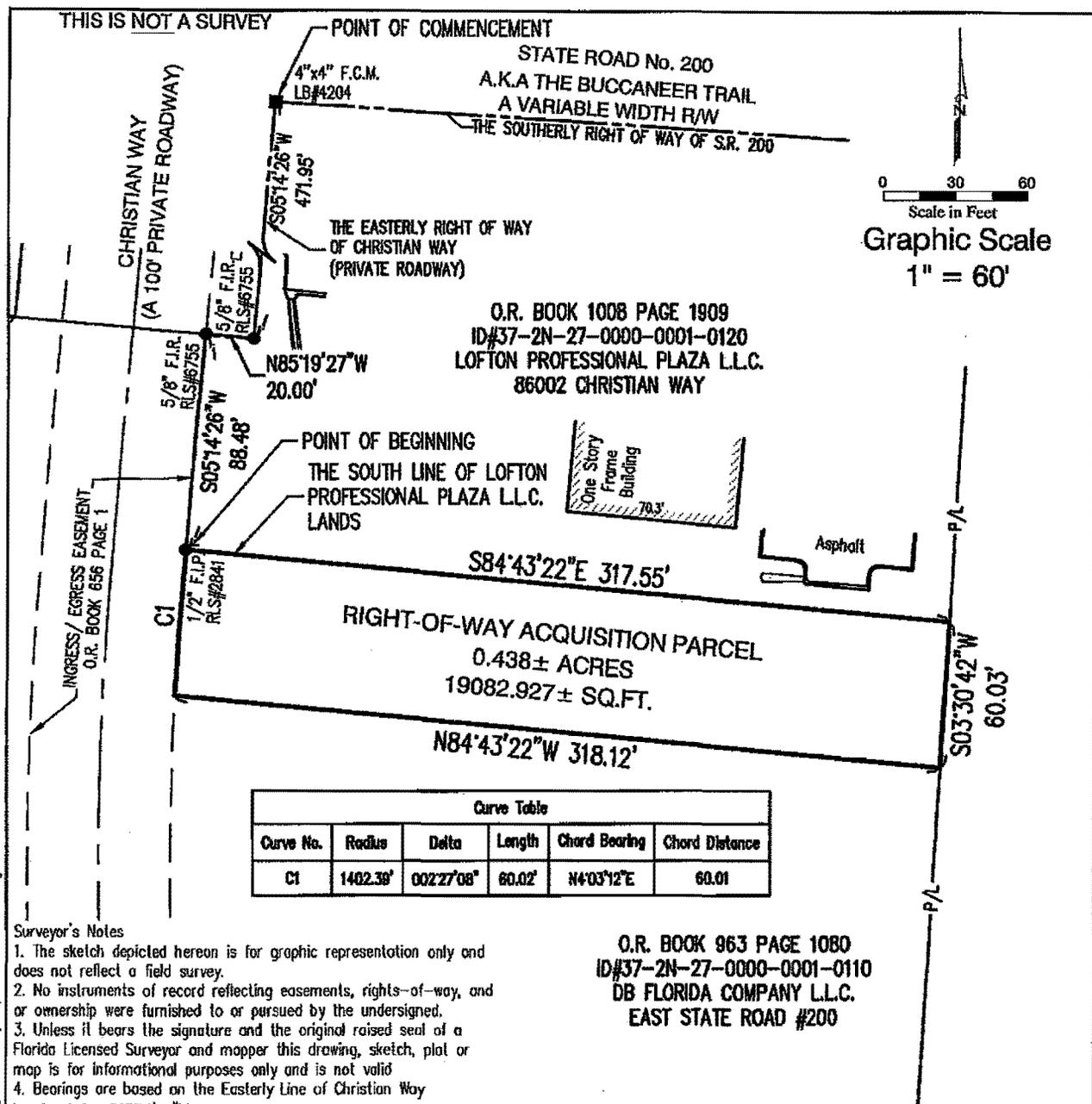
Right of Way Acquisition Parcel - DB Florida Company, LLC

**King**  
ENGINEERING ASSOCIATES, INC.

4921 MEMORIAL HIGHWAY  
ONE MEMORIAL CENTER, SUITE 300  
TAMPA, FLORIDA 33634

PHONE 813 • 880 • 8881  
FAX 813 • 880 • 8882  
E-MAIL king@kingengineering.com

M:\Survey\4028\110\012\Legals and Sketches\Right-of-WayAcquisitionParcel01.dwg



Curve Table					
Curve No.	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	1402.39'	002°27'08"	60.02'	N4°03'12"E	60.01

Surveyor's Notes

1. The sketch depicted hereon is for graphic representation only and does not reflect a field survey.
2. No instruments of record reflecting easements, rights-of-way, and or ownership were furnished to or pursued by the undersigned.
3. Unless it bears the signature and the original raised seal of a Florida Licensed Surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid
4. Bearings are based on the Easterly Line of Christian Way bearing being S05°14'26"W.

O.R. BOOK 963 PAGE 1080  
ID#37-2N-27-0000-0001-0110  
DB FLORIDA COMPANY L.L.C.  
EAST STATE ROAD #200

Nassau County Board of County Commissioners

Right-of-Way Acquisition Parcel - DB Florida Company, LLC

SCALE 1" = 60'	DATE 06/01/2012	DRAWN G.C.O.	CALCED T.W.S.	CHECKED T.W.S.
JOB No. 4028\110\012	SECTION 37	TOWNSHIP 2 NORTH	RANGE 27 EAST	

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

# King

ENGINEERING ASSOCIATES, INC.

4921 MEMORIAL HIGHWAY  
ONE MEMORIAL CENTER, SUITE 300  
TAMPA, FLORIDA 33634

PHONE 813 • 880 • 8881  
FAX 813 • 880 • 8882  
E-MAIL king@kingengineering.com

TIMOTHY W. SCHRAM, SR.  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA # L.S. 6533  
CERTIFICATE OF AUTHORIZATION No. LB 2610

M:\Survey\4028\110\012\Legals and Sketches\Right-of-WayAcquisitionParcel01.dwg

EXHIBIT "B"

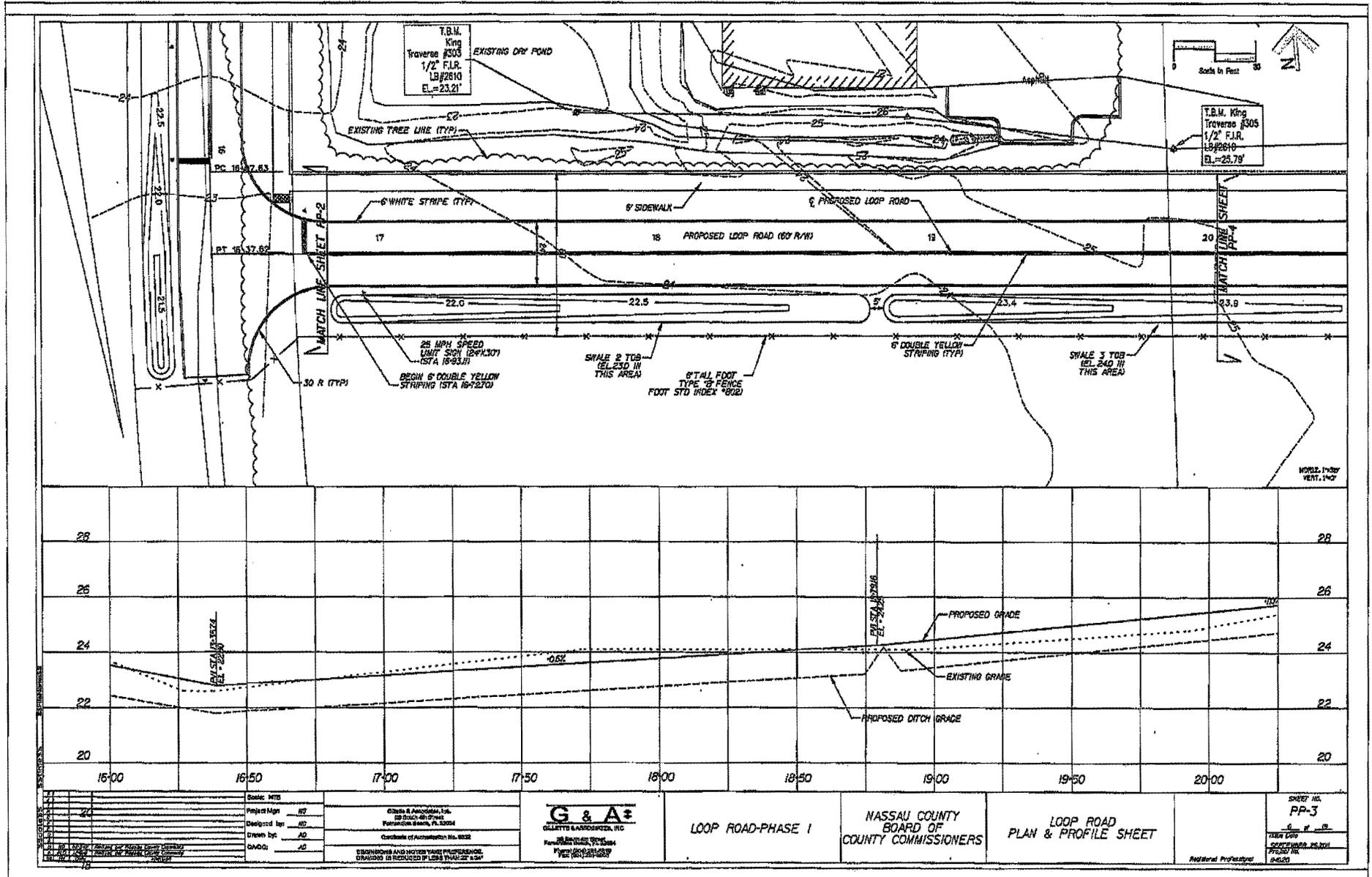
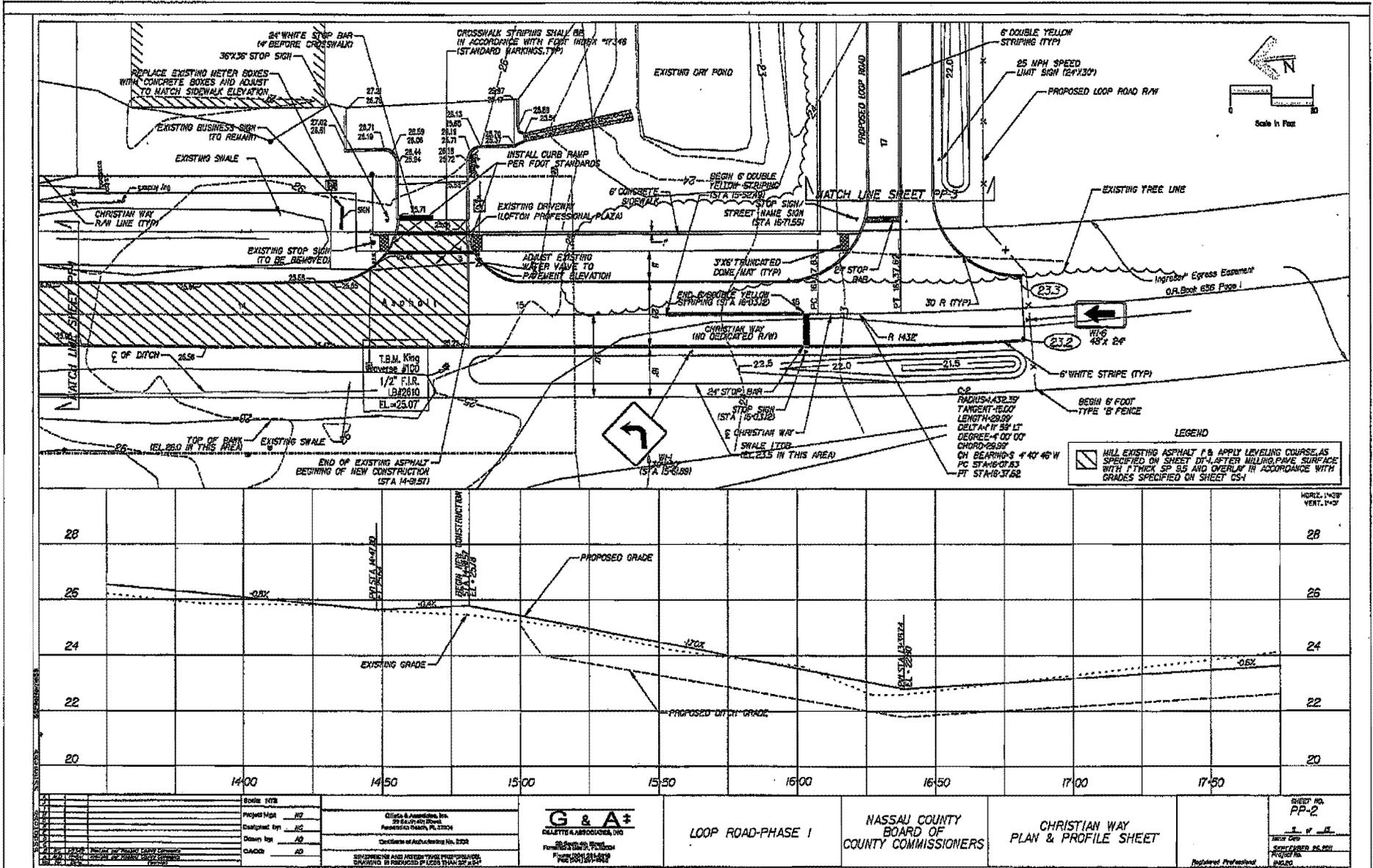


EXHIBIT "B"



STATION	EXISTING GRADE	PROPOSED GRADE	PROPOSED DITCH GRADE	VERT. CURV
1400	24.5	24.5		28
1450	24.5	24.5		26
1500	24.5	24.5		24
1550	24.5	24.5		22
1600	24.5	24.5		20
1650	24.5	24.5		
1700	24.5	24.5		
1750	24.5	24.5		