

CS-22-258

Inst: 202345021170 Date: 07/14/2023 Time: 10:07AM
Page 1 of 6 B: 2653 P: 1382, Doc Type: AGR
John A. Crawford, Clerk of Court, Nassau County,
By: TS, Deputy Clerk

After recording return to:

Nassau County School District
Office of the Superintendent
1201 Atlantic Avenue
Fernandina Beach, FL 32034

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

Application Number: 2021SCR0011

Project Name: Sandy Bluff

**AMENDMENT 1 TO
PUBLIC SCHOOL CONCURRENCY
PROPORTIONATE SHARE MITIGATION AGREEMENT**

THIS AMENDMENT 1 to that certain **PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT** (“Original Agreement”), is entered into by and between THE SCHOOL DISTRICT OF NASSAU COUNTY, a body corporate and political subdivision of the State of Florida, hereinafter referred to as “School District;” NASSAU COUNTY, Florida, a political subdivision of the State of Florida, hereinafter referred to as “County” and Sandy Bluff Development, Inc., a corporation of the State of Florida, whose address is 2120 Corporate Square Blvd, Suite 3, Jacksonville, FL 32216, as successor and assignee of J. Howard Sheffield, as Manager of the WFS Family Trust, LLC, a limited liability company of the State of Florida, pursuant to a Special Warranty Deed recorded on 8/25/2021 with the Nassau County Clerk of Courts, Instrument No. 202145031536, Book 2490, Page 1269, hereinafter referred to as “Applicant,” together referred to as the “Parties.”

RECITALS:

WHEREAS, the Parties previously entered into the Original Agreement under which the Applicants agreed to provide certain Proportionate Share Mitigation to mitigate the demand for public school facilities to be created by the residential dwelling units proposed in the Applicants’ Development Permit Application; and

WHEREAS, pursuant to the approved Original Agreement, the Applicants were provided with a School Concurrency Reservation Letter documenting that capacity will be available for the proposed residential development in the Development Permit Application; and

WHEREAS, the Original Agreement anticipated 107 single-family residential units, but Applicant’s development permit application was only approved for 100 single-family residential units; and

WHEREAS, the Parties now desire to amend the Original Agreement to adjust the required Proportionate Share Mitigation and reserved capacity.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

SECTION 2. DEFINITION OF MATERIAL TERMS. Any capitalized terms used herein but not defined shall have the meaning attributed to such term in the Original Agreement, as the context may require.

SECTION 3. AMENDMENT OF THE ORIGINAL AGREEMENT.

(A) Section 4(A) of the Original Agreement is hereby amended to decrease the required Proportionate Share Mitigation payment from FIVE HUNDRED THIRTY-TWO THOUSAND, SIX HUNDRED THIRTY-NINE AND NO/100 DOLLARS (\$532,639.00) for the Development Permit Application to FOUR HUNDRED NINETY-SEVEN THOUSAND, SEVEN HUNDRED NINETY-THREE AND 46/100 DOLLARS (\$497,793.46).

(B) The number of allowable dwelling units covered by the Development Permit Application and the above Proportionate Share Mitigation payment, which has been paid to the School District, is decreased from 107 single-family residential dwelling units to 100 single-family residential dwelling units.

(C) Section 7(B) of the Original Agreement is hereby amended to decrease the fair market value of the Educational System Impact Fees credit from FIVE HUNDRED THIRTY-TWO THOUSAND, SIX HUNDRED THIRTY-NINE AND NO/100 DOLLARS (\$532,639.00) for the Development Permit Application to FOUR HUNDRED NINETY-SEVEN THOUSAND, SEVEN HUNDRED NINETY-THREE AND 46/100 DOLLARS (\$497,793.46).

SECTION 4. FULL FORCE AND EFFECT. All other terms and provisions of the Original Agreement not modified herein shall remain in full force and effect and apply equally to this Amendment 1.

SECTION 5. NO GUARANTEE OF LAND USE. Nothing in this Agreement shall require County to approve the Development Permit Application.

SECTION 6. COVENANTS-RUNNING WITH THE LAND. This Agreement shall be binding and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

SECTION 7. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

SECTION 8. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be binding upon the parties hereto unless in writing and executed by all the Parties to this Agreement.

SECTION 9. ASSIGNMENT, TRANSFER OF RIGHTS. The Applicant may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property; provided, however, that any such assignment shall be in writing. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.

SECTION 10. COUNTERPARTS. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

SECTION 11. RECORDING OF THIS AGREEMENT. The School District agrees to record this Agreement, at Applicant's expense, within fourteen (14) days after the Effective Date, in the Public Records of Nassau County, Florida.

SECTION 12. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement among the Parties with respect to the subject matter addressed herein, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

SECTION 13. SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

SECTION 14. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Nassau County Code and venue for any action to enforce the provisions of this Agreement shall be in the Fourth Judicial Circuit Court in and for Nassau County, Florida.

SECTION 15. ATTORNEY'S FEES. In the event any party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against any other party hereto arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

SECTION 16. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures (the "Effective Date").

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below each signature:

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHOOL DISTRICT

(corporate seal)

THE SCHOOL DISTRICT OF NASSAU
COUNTY, FLORIDA

WITNESSES

Connie M. Daugherty
Misty Mathis

By: Donna Martin

Donna Martin
Vice-Chair

14 day of July, 2022

ATTEST:

Approved as to Form:

Kathy J. Ben
Superintendent of Schools

Brett Steger

Brett Steger
School District Attorney

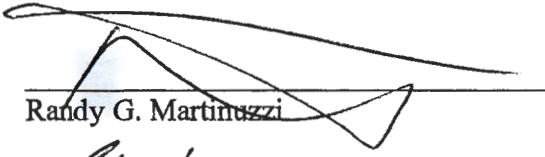
14 day of July, 2022


APPLICANT

Signed, witnessed, executed and acknowledged on this 30th day of June, 2022.

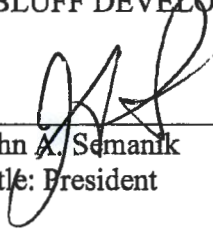
WITNESSES:

DEVELOPER/PROPERTY OWNER:
SANDY BLUFF DEVELOPMENT, INC.



Randy G. Martinuzzi


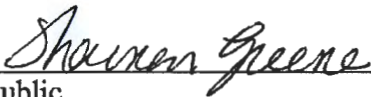
Robert Lambert

By: 

John A. Semanik
Title: President

STATE OF FLORIDA)
) SS:
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of June, 2022, by John A. Semanik, as President, on behalf of the Sandy Bluff Development, Inc., who is personally known to me or who has produced _____ as identification.



Notary Public
Printed Name:
License No:
Expiration Date:



(Notary Stamp)

COUNTY

NASSAU COUNTY, FLORIDA

WITNESSES

Healene In
Melissa Lucey

By: Jeff Gray
Jeff Gray, Chair
29th day of August, 2022.

ATTEST:

*See below
Clerk

Approved as to Form:
Denise C. May
Denise C. May
Nassau County, County Attorney

29th day of August, 2022.

ATTESTATION: Only to Authenticity as to
Chairman's Signature:

John A. Crawford
John A. Crawford, Ex-Officio Clerk