

**RESOLUTION NO. 2001- 183**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF NASSAU COUNTY, FLORIDA, AMENDING RESOLUTION NO.  
90-41, AS AMENDED, KNOWN AS THE SUMMER BEACH  
CONSOLIDATED DEVELOPMENT ORDER**

WHEREAS, the Board of County Commissioner of Nassau County, Florida, had previously approved Resolution Nos. 85-11, 85-15, 85-60, 86-8, 86-29, 86-62, 87-11, 89-30, 90-41, 99-82, 2000-131, 2001-25, and 2001-96; and

WHEREAS, the developer of Summer Beach filed on May 30, 2001 a request for a further amendment to said Planned Unit Development (PUD) and a Notice of Proposed Change to the Development Order as amended on October 9, 2001; and

WHEREAS, pursuant to Section 380.06(11), Florida Statutes, the Northeast Florida Regional Planning Council (NEFRPC), the appropriate regional planning agency, has prepared and submitted to Nassau County its report and recommendation on the amendment; and

WHEREAS, the Florida Department of Community Affairs finds that the proposed change to the Development Order does not constitute a substantial deviation; and

WHEREAS, the Nassau County Planning and Zoning Board has reviewed the said amendment, conducted a public hearing on November 13, 2001 and has made a finding that the amendments do not constitute a substantial deviation pursuant to Section 380.06(19), Florida Statutes; and

WHEREAS, the Nassau County Planning and Zoning Board has recommended approval of the requested amendment; and

WHEREAS, the Board of County Commissioners has reviewed the said amendment, conducted a public hearing on December 17, 2001 and has made a finding that the amendments do not constitute a substantial deviation pursuant to Section 380.06(19), Florida Statutes ; and

WHEREAS, due notice of public hearing on the application and amendment procedures was duly published; and

WHEREAS, the Board of County Commissioners and the Planning and Zoning Board considered the competent and substantial testimony, reports, and other evidence submitted at the public hearings by Summer Beach, NEFRPC, as well as county staff and the public in attendance at said public hearing.

NOW, THEREFORE, BE IT RESOLVED this 17th day of December, 2001, by the Board of County Commissioners of Nassau County, Florida, that:

1. The Planned Unit Development (PUD) and Development Order shall be amended to include an addition of 59.03 acres as more particularly described on Exhibit A attached hereto to the Summer Beach property, referred to on the Master Plan Map H-1-R(6), revised October 1, 2001, and in Table 12A-2, revised October 1, 2001, as Parcel K-2 together with the right to spread approved development rights of 150 units of single family, patio and/or townhouse residential units with a maximum height of two (2) stories to Parcel K-2. The approved development rights for Parcel B-8 are being increased from 450 hotel units to 500 hotel units.
2. The number of residential units authorized for Parcel A-1 is reduced by 62, from 250 to 188.
3. The number of residential units authorized for Parcel A-2 is reduced by 60, from 210 to 150.
4. The number of residential units authorized for Parcel A-5 is reduced by 60, from 180 to 120.
5. Thirty two (32) of these residential units are hereby converted to fifty (50) hotel units for use in Parcel B-8.
6. Parcel K-2 is subject to the conditions set forth in the PUD and DRI as amended from time to time.
7. Parcel K-2 is further subject to the following conditions:
  - A. The applicant shall meet the State and Federal Regulations for the protection or mitigation of archeological resources and shall satisfy the recommendations of the State Historic Preservation Office relating to Site DHR 2001-5531 which are as follows: (i) Submission of site plans showing the location of all ground disturbing improvements on site, and written clarification of the reason avoidance or minimization of impacts to the significant archaeological resources is not feasible or prudent, for review and comment by the State Historic Preservation Office, (ii) Submission of a minimization plan and/or a final data recovery plan for review and comment , and (iii) As appropriate, the

completion of data recovery investigations and submission of the written report of investigations.

B. Wetland buffers shall be provided pursuant to Nassau County Land Development Regulations dated September 25, 2000, Article 6.5, provided however, in order to provide access to upland portions of the site, the Developer may construct a minimal number of roadway crossings of the wetland system that traverses the site subject to the following conditions:

- i. The width of the roadway crossings shall be minimized consistent with County design standards or special approval.
- ii. Existing crossings will be utilized to the extent possible to minimize impacts.
- iii. The crossings shall be approved by the St. John's River Water Management District including any associated minimization conditions and mitigation actions.
- iv. Approval of the final development plan for any portion of the site involving such crossings.

C. The Developer shall limit access onto County Road 105A (CR 105A) to a two-lane emergency access drive only. Such access roadway shall be approved by the Emergency Services Director, Public Works Director, and/or Fire Marshal of Nassau County. The roadway shall be gated at or near the CR105A right-of-way line and equipped with an electronic opening device as specified by the Emergency Services Department of the County.

D. For any multi-family development within Parcel K that abuts the north or south property line of the Parcel a buffer shall be provided and maintained along that property line as provided in Section 28.08 of the Zoning Code of Nassau County.

8. Condition 11.3 is hereby amended as follows:

A. The following language shall be added to Condition 11.3 a) of the Development Order as it has been amended from time to time.

“Parcel A: Expansion of Existing Beach Club: The existing swimming pool and beach club will be removed and replaced with a new pool approximately 50% larger in size,

a children's pool and a multipurpose building between 5000 and 7000 square feet in size. The building will be two stories containing a snack bar, multipurpose room for parties and other activities, dressing rooms and restrooms. The two existing tennis courts will remain. The beach walkover will be replaced and upgraded. A two story parking deck with an elevator will be built containing 100 spaces +, an increase of 60 spaces +. Any owner of property in Golfside who owns property as of the effective date of this Development Order shall have the right to join the Beach Club by payment of an initiation fee in the amount in effect at the time the property was purchased by that owner. The right to join the Beach Club based on this amount of dues shall expire sixty (60) days after completion of the Beach Club expansion. Monthly dues shall be the same for all members in the same category ”

B. Parcel B: Paragraph 11.3 b) shall be deleted in its entirety and the following substituted therefor:

“ i. Golfside Recreation Center: A recreational site of 1 acre± shall be located on Parcel B-5 near the 18<sup>th</sup> tee. As more specifically set forth in the Performance Agreement attached hereto as Exhibit D and incorporated by reference herein, (a) commencement of construction on the Golfside Recreation Center will occur within twelve (12) months from the effective date of this amendment and (b) construction will be completed and the site will be deeded to the Golfside Owners Association on or before twenty four (24) months from the date of this Development Order amendment or as modified by the Performance Agreement, a copy of which is attached. The site will contain a swimming pool, concrete deck with lounge chairs, restrooms, pavilion, children's pool and paved parking lot of 25+ spaces, as more specifically set forth in the site plan which is attached to and made a part of the Performance Agreement. The site will be fenced and gated with a private access system for Golfside residents. There will be a bike path which connects the recreation center site to the rest of the Golfside development. The

County will approve a driveway cut into the recreational center site from the Peter's Point Park driveway.

- ii. Golfside residents only but not additional non-resident family members and/or guests shall have use of the pool facilities of The Ritz-Carlton Amelia Island until the earlier of (i) 24 months from the date of this Development Order amendment, or (ii) the completion of the Golfside Recreation Center and the expansion of the existing Summer Beach beach club facility on Parcel A. During such time, The Ritz-Carlton Amelia Island reserves the right to restrict use of the pool on holiday weekends and during special events at the hotel. The Ritz-Carlton Amelia Island also reserves the right to prescribe standards of conduct and limit Golfside residents' pool use to the hours afforded its hotel guests.
- iii. The owner of Parcel 8 upon the approval of the Development Order shall provide Golfside residents (owners of lots within Parcels C and J), through membership in the Summer Beach II Community Association, Inc. (the "Association") and their accompanied family members and guests, access to the beach through and across The Ritz-Carlton Amelia Island's existing northernmost hotel-guest walkway and beach crossover as the same may be realigned from time to time. Use of the beach access shall be limited to daylight hours and subject to standards of conduct, releases of liability (excluding intentional acts and gross negligence) and indemnification and adequate insurance provided by the Association, all as reasonably prescribed by The Ritz-Carlton Amelia Island. On or before the completion of the Golfside Recreation Center, beach access shall be provided to the Association for its members and their accompanied family members and guests by a perpetual, non-exclusive easement five feet in width, to be recorded in the public records of Nassau County. Such easement shall be located as close as practicable to the northern boundary of the hotel parcel, but in no event will

said easement be located south of the existing hotel structure. The easement granted for beach access may be on such additional terms and conditions as are reasonably acceptable to The Ritz-Carlton Amelia Island and the owner of the hotel parcel including, but not limited to, requiring walkway improvements, construction and maintenance standards, review and approval of design materials, assurances of no liens, insurance requirements (including The Ritz-Carlton Amelia Island and owner of the hotel property as an additional insured on the owners association's general comprehensive liability policy) and an indemnification by the Association. Upon the grant of the above easement, the Golfside residents shall have no other rights under this Development Order of ingress, egress or access to or across the hotel parcel except for those rights granted under said easement or pursuant to Section 8Bii above, and those rights, if any, granted to the general public by the Ritz-Carlton Amelia Island. The tennis courts may continue to be used in accordance with arrangements previously made between Ameliatel (aka The Ritz Carlton Hotel Company) and Summer Beach Amenities Venture, Ltd., dated September 20, 1989."

C. Paragraph 11.c.) is unchanged.

9. Condition 11.4 of the Development Order is hereby deleted in its entirety and the following substituted therefor:

"11.4. The following facilities should be required to be available within the respective parcel that has a mandatory membership in an owners association. Developments with their own pools shall be deemed to meet the requirements within each of the following Parcels so long as the total required number of pools have been constructed within each Parcel.

- A) Parcel A: Two swimming pools.
- B) Parcel B (excluding B-8) Two swimming pools.
- C) Parcel K: One swimming pool.

D) Parcel B-5—One swimming pool.”

10. Map H 1 R (6) dated March 12, 2001 is hereby replaced with Map H 1 R (6) dated October 1, 2001 and Table 12A-2 dated March 12, 2001 is hereby replaced with Table 12A-2 dated October 1, 2001.

11. The following language is hereby added to the Development Order as Condition 12.14.A:

“Hotel: Parcel B-8, as illustrated on Map H 1R (6), dated October 1, 2001, is designated as the hotel parcel. The hotel shall contain up to 500 rooms, and facilities that are ancillary to the primary hotel/resort function, including but not limited to conference facilities, pools, spas, food service, parking structures, indoor and outdoor recreational facilities, and retail shops (located within the hotel/resort structures), that constitute a part of the hotel/resort function. The legal description of Parcel B-8 is attached as Exhibit B. The graphical depiction of Parcel B-8 on Map H-1-R(6) is conceptual in nature and the inclusion of previously or contemporaneously deleted or reconfigured development parcels within the conceptual map of Parcel B-8 shall have no significance and impose no obligations under this Development Order ”

12. Should the owner of any property within Summer Beach fail to comply with any portion of the Development Order pertaining to its property, such noncompliance shall not be deemed to be noncompliance by any other property owner within Summer Beach .


13. The Board hereby makes the following findings:

A. Except for those conditions set forth in Paragraphs 11.3 b) above which are being imposed with the approval of this Development Order, the developer, Summer Beach, Ltd. and The Ritz Carlton Amelia Island, their successors and assigns, individually and as owners of parcels within the development, are deemed to have met all the requirements of 11.3 of the Development Order, as amended from time to time.

B. Except for condition 11.4 C and D, i.e. “Parcel K - One Swimming Pool, and Parcel B-5 –One Swimming Pool” as set forth above which is being imposed with the approval of this Development Order, all the requirements of 11.4 of the Development Order, as amended from time to time are deemed to have been met.

14. The change proposed to the PUD and Development Order does not constitute a substantial deviation and full review has been provided in accordance with Florida Statutes Section 380.06(19).
15. Map H-1-R (6), revised October 1, 2001 and Table 12A-2, revised October 1, 2001, are attached hereto as Exhibit C and made a part hereof.
16. Notice of the adoption of this Resolution and a certified copy of this Resolution shall be recorded by the applicant in accordance with Section 380.06(15)(f), Florida Statutes.
17. The Clerk shall transmit a certified copy of the Development Order amendment by certified mail to the Department of Community Affairs, the Northeast Florida Regional Planning Council, and the applicant.

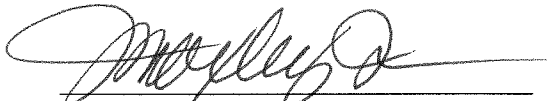
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL

Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.

Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney



MICHAEL S. MULRIN



SCHEDULE OF EXHIBITS TO FAR/BAR CONTRACT FOR SALE AND PURCHASE,  
[FAR/BAR-5 Revised 8/98]

**EXHIBIT A**  
**[LEGAL DESCRIPTION OF THE PROPERTY]**

That certain tract or parcel of land lying and being in the ANTONIO SUAREZ GRANT, SECTION 12, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA and being more particularly described as follows:

For a POINT OF REFERENCE commence at a 6-inch by 6-inch concrete monument found on the Southerly line of Section 11, said Township and Range, at the Northeast corner of said Section 12 and run SOUTH  $02^{\circ}-00'-00''$  EAST, along the Easterly line of said Section 12, a distance of 552.75 feet to the Southeast corner of lands now or formerly of Louis D. Lowe and Virginia B. Lowe (according to Deed recorded in Book 408, page 785 of the Official Records of said County) for the POINT OF BEGINNING.

From the POINT OF BEGINNING thus described continue SOUTH- $02^{\circ}-00'-00''$  EAST, along the Easterly line of said Section 12, a distance of 412.49 feet to the Northeast corner of Philips Manor (according to map thereof recorded in Plat Book 2, Page 78 of the Public Records of said County), said point being the point where the Easterly prolongation of the Northerly line of Lots 4 through 32, said Philips Manor, intersects the Easterly line of said Section 12; run thence SOUTH  $78^{\circ}-24'-54''$  WEST, along the Northerly line of said Philips Manor, a distance of 2036.60 feet to a point on a line parallel with and 3.0 feet (as measured at right angles) Easterly of the Easterly roof eave line on that certain 2-story frame dwelling situated on and over the Northerly lines of Lots 15 and 16, said Philips Manor; run thence North  $00^{\circ}-49'-36''$  WEST, along last mentioned parallel line, a distance of 5.88 feet to a point on a line parallel with and 3.0 feet (as measured at right angles) Northerly of the Northerly roof eave line on said 2-story dwelling; run thence SOUTH  $89^{\circ}-10'-24''$  WEST, along last mentioned parallel line, a distance of 44.33 feet to a point on a line parallel with and 3.0 feet (as measured at right angles) Westerly of the Westerly edge of a second story balcony on said 2-story dwelling; run thence SOUTH  $00^{\circ}-49'-36''$  EAST, along last mentioned parallel line, a distance of 14.30 feet to a point on the Northerly line of said Lot 15, Philips Manor; run thence SOUTH  $78^{\circ}-24'-54''$  WEST, along the Northerly line of said Philips Manor, a distance of 1101.88 feet to a point; run thence NORTH  $10^{\circ}-48'-26''$  WEST, a distance of 102.59 feet to a point on the arc of a curve; run thence in a Westerly direction along the arc of a curve, said curve being concave to the South and having a radius of 670.00 feet, a chord distance of 227.00 feet to the point of tangency of said curve, the bearing of the aforementioned chord being SOUTH  $85^{\circ}-45'-11''$  WEST; run thence SOUTH  $76^{\circ}-00'-00''$  WEST, a distance of 135.57 feet to a point on the Easterly right-of-way line of Fernandina Amelia Highway, (a 60-foot right-of-way as now established); run thence NORTH  $10^{\circ}-48'-26''$  WEST along said Easterly right-of-way line, a distance of 60.09 feet to a point; run thence NORTH  $76^{\circ}-00'-00''$  EAST, a distance of 132.22 feet to a point of curvature; run thence in an Easterly direction along the arc of a curve, said curve being concave to the South and having a radius of 730.00 feet, a chord distance of 253.53 feet to the point of tangency of said curve, the bearing of the aforementioned chord being NORTH  $86^{\circ}-00'-00''$  EAST; run thence SOUTH  $84^{\circ}-00'-00''$  EAST, a distance of 192.71 feet to a point of curvature; run thence in an Easterly direction along the arc of a curve, said curve being concave to the North and having a radius of 270.00 feet, a chord distance of 52.26 feet to a point, the bearing of the aforementioned chord being SOUTH  $89^{\circ}-33'-15''$  EAST; run thence NORTH  $09^{\circ}-00'-00''$  WEST to and along the Easterly line of lands now or formerly of William Alexander McArthur and Sharon R. McArthur (according to Deed recorded in the Official Records of said County in Book 923, page 632), a distance of 606.98 feet to the Northeast corner thereof; run thence SOUTH  $85^{\circ}-00'-00''$  EAST, a distance of 88.03 feet to a point; run thence NORTH  $09^{\circ}-51'-27''$  WEST to and along the Easterly line of the lands of John Howard Walker and Annie Frances Walker (according to Deed recorded in the Official Records of said County in Book 502, page 506), a distance of 371.71 feet to the Northeast corner thereof, said point lying on the Southerly line of Section 11 in the aforementioned Township 2 North, Range 28 East; run thence NORTH  $80^{\circ}-09'-16''$  EAST, along last mentioned Southerly line of Section 11, a distance of 2140.04 feet to the boundary line common to the lands now or formerly of A.G. McArthur and Mabel McArthur Estate and the lands now or formerly of Louis D. Lowe and Virginia B. Lowe (according to Boundary Line Agreement recorded in Book 932, page 922 of the Public Records of said County); run thence SOUTH  $09^{\circ}-50'-44''$  EAST along last mentioned boundary line, a distance of 562.64 feet to a point; run thence NORTH  $79^{\circ}-00'-00''$  EAST along last mentioned boundary line, a distance of 747.57 feet to the POINT OF BEGINNING.

The land thus described contains 59.03 acres, more or less, and is subject to any easements of record that lie within. [No warranty is given as to parcel size]

**TOGETHER WITH** the non-exclusive right and privilege to continued use of existing drainage ditches on or appurtenant to the Property for surface water or stormwater runoff from the Property; **HOWEVER**, any development of or improvements to or upon the Property may be undertaken, established and/or operated **ONLY** in such a manner as will **PRECLUDE**: (1) any increase in or to the volume or velocity of stormwater directed into the drainage ditches flowing to the downstream servient tenement(s) from the levels existing as of the date of this deed, or (2) any pollution or eutrophication of downstream waterbodies by virtue of increased amounts or types of chemical or organic constituents (including phosphorous and phosphoric compounds) carried in or with the surface water or stormwater runoff emanating from the Property, or (3) any surcharge of the drainage ditch system, the servient tenement(s), or other downstream lands. Maintenance responsibility for the portion of the drainage ditch system located upon the Property rests entirely with the owner(s) of the Property.

**TOGETHER WITH** the rights reserved to Grantor (as defined in the deed described in this sentence) in the Personal Representative's Deed dated February 29, 2000, and recorded in Official Records Book 923, page 632, public records of Nassau County, Florida.

**FURTHERMORE**, the **PROPERTY** is to be conveyed **SUBJECT TO**:

- a. That certain **EASEMENT** to KDS, LLC., its successors and assigns, dated August 31, 2000, recorded at Official Records Book 949, page 623, et seq., public records of Nassau County, Florida; and
- b. Zoning and/or restrictions and prohibitions imposed by governmental authority; and
- c. Covenants, Restrictions and Easements of record, including those in Deed dated August 31, 2000, and recorded at Official Records Book 949, page 618, et seq., public records of Nassau County, Florida. and those matters of survey (if any) which are not required to be cured pursuant to the terms hereof.

EXHIBIT "B"  
PARCEL B/8

PARCEL A:

A portion of Section 13, Township 2 North, Range 28 East, and lying Easterly of Amelia Island Parkway, Nassau County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the Southerly right-of-way line of State Road No. 105 (also known as State Road A-1-A) and the Easterly right-of-way line of Amelia Island Parkway, as described and recorded in Official Records Volume 400, Page 463, of the Public Records of said County; thence along said Easterly right-of-way line of Amelia Island Parkway run the following five (5) courses and distances: COURSE NO. 1: South 22 degrees 22 minutes 36 seconds East, 177.95 feet to the point of curvature of a curve leading Southeasterly; COURSE NO. 2: thence along and around the arc of a curve concave Northwesterly, having a radius of 873.50 feet, an arc distance of 426.87 feet, said arc being subtended by a chord bearing and distance of South 08 degrees 22 minutes 36 seconds East, 422.64 feet to the point of tangency of said curve; COURSE NO. 3: South 05 degrees 37 minutes 24 seconds West, 235.96 feet to the point of curvature of a curve leading Southeasterly; COURSE NO. 4: thence along and around the arc of a curve concave Easterly, having a radius of 726.50 feet, an arc distance of 431.11 feet, said arc being subtended by a chord bearing and distance of South 11 degrees 22 minutes 36 seconds East, 424.82 feet to the point of tangency of said curve; COURSE NO. 5: South 28 degrees 22 minutes 36 seconds East, 183.95 feet to the POINT OF BEGINNING, thence North 66 degrees 04 minutes 07 seconds East, 25.12 to a point on a circular curve concave Southwesterly; thence along said curve, having a radius of 100.55 feet, an arc distance of 70.09 feet, said arc being subtended by a chord bearing and distance of North 87 degrees 34 minutes 43 seconds East, 68.68 feet; thence South 76 degrees 16 minutes 39 seconds East, 9.47 feet to a point on a circular curve concave Northeasterly; thence along said curve, having a radius of 20.93 feet, an arc distance of 19.23 feet, said arc being subtended by a chord bearing and distance of North 82 degrees 56 minutes 11 seconds East, 18.56 feet; thence North 59 degrees 35 minutes 22 seconds East, 25.76 feet; thence South 21 degrees 57 minutes 23 seconds East, 18.00 feet to a point on a circular curve concave Southwesterly; thence along said curve, having a radius of 75.61 feet, an arc distance of 42.76 feet, said arc being subtended by a chord bearing and distance of South 78 degrees 42 minutes 40 seconds East, 42.20 feet to a point on a circular curve concave Northeasterly; thence along said curve, having a radius of 99.68 feet, an arc distance of 59.87 feet, said arc being subtended by a chord bearing and distance of South 84 degrees 17 minutes 30 seconds East, 58.98 feet to a point on a circular curve concave Northwesterly; thence along said curve, having a radius of 70.28 feet, an arc distance of 16.95 feet, said arc being subtended by a chord bearing and distance of North 73 degrees 44 minutes 44 seconds East, 16.91 feet to a point on a circular curve concave Northwesterly; thence along said curve, having a radius of 42.10 feet, an arc distance of 15.62 feet, said arc being subtended by a chord bearing and distance of North 60 degrees 25 minutes

53 seconds East, 15.54 feet to a point on a circular curve concave Northwesterly; thence along said curve, having a radius of 15.00 feet, an arc distance of 4.94 feet, said arc being subtended by a chord bearing and distance of North 40 degrees 21 minutes 58 seconds East, 4.92 feet to a point on a circular curve concave Southeasterly; thence along said curve, having a radius of 9.81 feet, an arc distance of 4.17 feet, said arc being subtended by a chord bearing and distance of North 43 degrees 07 minutes 09 seconds East, 4.14 feet to a point on a circular curve concave Southeasterly; thence along said curve, having a radius of 34.78 feet, an arc distance of 18.08 feet, said arc being subtended by a chord bearing and distance of North 73 degrees 04 minutes 57 seconds East, 17.88 feet to a point on a circular curve concave Southwesterly; thence along said curve, having a radius of 6.00 feet, an arc distance of 4.91 feet, said arc being subtended by a chord bearing and distance of South 62 degrees 51 minutes 30 seconds East, 4.78 feet to a point on a circular curve concave Southerly; thence along said curve, having a radius of 502.09 feet, an arc distance of 33.33 feet, said arc being subtended by a chord bearing and distance of North 89 degrees 12 minutes 31 seconds East, 33.32 feet to a point on a circular curve concave Easterly; thence along said curve, having a radius of 12.00 feet, an arc distance of 13.85 feet, said arc being subtended by a chord bearing and distance of South 01 degree 02 minutes 08 seconds East, 13.10 feet to a point on a circular curve concave Northwesterly; thence along said curve, having a radius of 247.00 feet, an arc distance of 255.85 feet, said arc being subtended by a chord bearing and distance of North 38 degrees 06 minutes 54 seconds East, 244.56 feet to a point on a circular curve concave Westerly; thence along said curve, having a radius of 573.11 feet, an arc distance of 257.93 feet, said arc being subtended by a chord bearing and distance of North 04 degrees 27 minutes 07 seconds West, 255.76 feet; thence South 86 degrees 22 minutes 19 seconds East to the Coastal Construction Setback Line, as per map dated April 6, 1983, a distance of 363.17 feet; thence continue South 86 degrees 22 minutes 19 seconds East, 415 feet, more or less, to the Mean High Water Line; thence meander in a Southerly direction along said Mean High Water Line, a distance of 740 feet, more or less, to the intersection of the Northerly right-of-way line of the former location of Scott Road (now vacated and relocated); thence South 65 degrees 44 minutes 01 seconds West to said Coastal Construction Setback Line, a distance of 452 feet, more or less, thence continue South 65 degrees 44 minutes 01 second West, 324.70 feet; thence South 45 degrees 46 minutes 54 seconds West, 101.05 feet; thence South 07 degrees 40 minutes 04 seconds East, 112.02 feet; thence South 07 degrees 40 minutes 04 seconds East, 215.09 feet; thence South 07 degrees 40 minutes 04 seconds East 110.80 feet; thence South 81 degrees 01 minutes 47 seconds West, 249.48 feet to an intersection with said Easterly right-of-way line of Amelia Island Parkway; thence along said right-of-way run the following eight (8) courses and distances: COURSE NO. 1: North 08 degrees 58 minutes 13 seconds West, 110.77 feet; COURSE NO. 2: North 08 degrees 58 minutes 13 seconds West, 191.98 feet; COURSE NO. 3: North 08 degrees 58 minutes 13 seconds West, 45.02 feet to the point of curvature of a curve leading Northwesterly; COURSE NO. 4: thence along and around the arc of a curve concave Northeasterly, having a radius of 3926.50 feet, an arc distance of 54.98 feet, said arc being subtended by a chord bearing and distance of North 08 degrees 34 minutes 09 seconds West, 54.98 feet; COURSE NO. 5: thence along said curve, having a radius of 3926.50

feet, an arc distance of 259.82 feet, said arc being subtended by a chord bearing and distance of North 06 degrees 16 minutes 20 seconds West, 259.77 feet to the point of tangency of said curve; COURSE NO. 6: North 04 degrees 22 minutes 36 seconds West, 48.27 feet to the point of curvature of a circular curve concave Southwesterly; COURSE NO. 7: thence along said curve, having a radius of 973.50 feet, an arc distance of 407.78 feet, said arc being subtended by a chord bearing and distance of North 16 degrees 22 minutes 36 seconds West, 404.80 feet to the point of tangency of said curve; and COURSE NO. 8: North 28 degrees 22 minutes 36 seconds West, 110.17 feet to the POINT OF BEGINNING.

**LESS AND EXCEPT:**

A portion of Section 13, Township 2 North, Range 28 East, and lying Easterly of Amelia Island Parkway, Nassau County, Florida, being more particularly described as follows: COMMENCE at the intersection of the Southerly right-of-way line of State Road No. 105 (also known as State Road A-1-A) and the Easterly right-of-way line of Amelia Island Parkway, as described and recorded in Official Records Volume 400, Page 463, of the Public Records of said County; thence along said Easterly right-of-way line of Amelia Island Parkway run the following nine (9) courses and distances: COURSE NO. 1: South 22 degrees 22 seconds 36 East, 177.95 feet to the point of curvature of a curve leading Southeasterly; COURSE NO. 2: thence along and around the arc of a curve concave Northwesterly, having a radius of 873.50 feet, an arc distance of 426.87 feet, said arc being subtended by a chord bearing and distance of South 8 degrees 22 minutes 22 seconds East, 422.64 feet to the point of tangency of said curve; COURSE NO. 3: South 05 degrees 37 minutes 24 seconds West, 235.96 feet to the point of curvature of curve leading Southeasterly; COURSE NO. 4: thence along and around the arc of a curve concave Easterly, having a radius of 726.50 feet, an arc distance of 431.11 feet, said arc being subtended by a chord bearing and distance of South 11 degrees 22 minutes 36 seconds East, 424.82 feet to the point of tangency of said curve; COURSE NO. 5: South 28 degrees 22 minutes 36 seconds East, 291.12 feet to the point of curvature of a curve leading Southeasterly; COURSE NO. 6: thence along and around the arc of a curve concave Southwesterly, having a radius of 973.50 feet, an arc distance of 407.78 feet, said arc being subtended by a chord bearing and distance of South 16 degrees 22 minutes 36 seconds East, 404.80 feet to the point of tangency of said curve; COURSE NO. 7: South 04 degrees 22 minutes 36 seconds East, 48.27 feet to the point of curvature of a curve leading Southeasterly; COURSE NO. 8: thence along and around the arc of a curve concave Northeasterly, having a radius of 3926.50 feet, an arc distance of 314.80 feet, said arc being subtended by a chord bearing and distance of South 06 degrees 40 minutes 25 seconds East, 314.72 feet to the point of tangency of said curve; COURSE NO. 9: South 08 degrees 58 minutes 13 seconds East, 237.00 feet to the POINT OF BEGINNING; thence North 81 degrees 01 minutes 47 seconds East, 252.00 feet; thence South 07 degrees 40 minutes 04 seconds East, 110.80 feet; thence South 81 degrees 01 minute 47 seconds West, 249.48 feet to an intersection with said Easterly right-of-way line of Amelia Island Parkway; thence along said right-of-way run the following course and distance: COURSE NO. 1: North 08 degrees 58 minutes 13 seconds West, 110.77 feet to the POINT OF BEGINNING.

**PARCEL C:****TRACT 1:**

Easements as contained in Golf Course Use and Easement Agreement dated September 28, 1989, by and among Summer Beach Amenities Venture, Ltd., a Florida Limited Partnership, Ameliatel, a Florida General Partnership, and The Ritz-Carlton Hotel Company, a Georgia Corporation, filed of record on October 2, 1989, in Official Records Book 580, Page 524 of the Public Records of Nassau County, Florida, as described therein.

**PARCEL D:**

Easement as contained in Reciprocal Easement Agreement dated September 28, 1989 by and between Summer Beach Two, a Florida general partnership and Summer Beach Amenities Venture, Ltd., a Florida limited partnership filed of record on October 2, 1989 in Official Records Book 580, page 471 of the Public Records of Nassau County, Florida, more particularly described as follows:

A portion of Section 13, Township 2 North, Range 28 East, and lying Easterly of Amelia Island Parkway, Nassau County, Florida, being more particularly described as follows:

**COMMENCE** at the intersection of the Southerly right-of-way line of "State Road" No. 105 (also known as State Road A-1-A) and the Easterly right-of-way line of Amelia Island Parkway, as described and recorded in Official Records Volume 400, page 463 of the Public Records of said County; thence along said Easterly right-of-way line of Amelia Island Parkway run the following five (5) courses and distances: **COURSE NO. 1:** South 22 degrees 22 minutes 36 seconds East, 177.95 feet to the point of curvature of a curve leading Southeasterly; **COURSE NO. 2:** thence along and around the arc of a curve concave Northwesterly, having a radius of 873.50 feet, an arc distance of 426.87 feet, said arc being subtended by a chord bearing and distance of South 08 degrees 22 minutes 36 seconds East, 422.64 feet to the point of tangency of said curve; **COURSE NO. 3:** South 05 degrees 37 minutes 24 seconds West, 215.96 feet to the point of curvature of a curve leading Southeasterly; **COURSE NO. 4:** thence along and around the arc of a curve concave Easterly, having a radius of 726.50 feet, an arc distance of 431.11 feet, said arc being subtended by a chord bearing and distance of South 11 degrees 22 minutes 36 seconds East, 424.82 feet to the point of tangency of said curve; **COURSE NO. 5:** South 28 degrees 22 minutes 36 seconds East, 183.95 feet; thence North 66 degrees 04 minutes 07 seconds East, 25.12 feet to a point on a circular curve concave Southwesterly; thence along said curve, having a radius of 106.55 feet, an arc distance of 70.09 feet, said arc being subtended by a chord bearing a distance of North 87 degrees 34 minutes 43 seconds East, 68.68 feet; thence South 76 degrees 16 minutes 39 seconds East, 9.47 feet to a point on a circular curve concave Northeasterly; thence along said curve, having a radius of 20.93 feet, an arc distance of 19.23 feet, said arc being subtended by a chord bearing a distance of North 82 degrees 56 minutes 11 seconds East, 18.56 feet; thence North 59 degrees 35 minutes 22 seconds East, 25.76 feet; thence South 21 degrees 57 minutes 23 seconds East, 18.00 feet to a point on a circular curve concave Southwesterly; thence along said curve, having a radius of 75.61 feet, an arc distance of 42.76 feet, said arc being subtended by a chord bearing and distance of South 78 degrees 42 minutes 40 seconds East, 42.20 feet to a point on a circular curve concave Northeasterly; thence along said curve, having a radius of 99.68 feet, an arc distance of 59.87 feet, said arc being subtended by a chord bearing and distance of South 84 degrees 17 minutes 30 seconds East, 58.98 feet to a point on a circular curve concave Northwesterly; thence along said curve, having a radius of 70.28 feet, an arc distance of 16.95 feet, said arc being subtended by a chord bearing and distance of North 73 degrees 44 minutes 44 seconds East, 16.91 feet to a point on a circular curve concave Northwesterly; thence along said curve, having a radius of 42.10 feet, an arc distance of 15.62 feet, said arc being subtended by a chord bearing and

distance of North 60 degrees 25 minutes 53 seconds East, 15.54 feet to a point on a circular curve concave Northwesterly; thence along said curve, having a radius of 15.00 feet, an arc distance of 4.94 feet, said arc being subtended by a chord bearing and distance of North 40 degrees 21 minutes 58 seconds East, 4.92 feet to a point on a circular curve concave Southeasterly; thence along said curve, having a radius of 9.81 feet, an arc distance of 4.17 feet, said arc being subtended by a chord bearing and distance of North 43 degrees 07 minutes 09 seconds East, 4.14 feet to a point on a circular curve concave Southeasterly; thence along said curve, having a radius of 34.78 feet, an arc distance of 18.08 feet, said arc being subtended by a chord bearing and distance of North 73 degrees 04 minutes 57 seconds East, 17.08 feet to a point on a circular curve concave Southwesterly; thence along said curve, having a radius of 6.00 feet, an arc distance of 4.91 feet, said arc being subtended by a chord bearing and distance of South 62 degrees 51 minutes 30 seconds East, 4.78 feet to a point on a circular curve concave Southerly and the POINT OF BEGINNING; thence along said curve, having a radius of 502.08 feet, an arc distance of 33.33 feet, said arc being subtended by a chord bearing and distance of North 89 degrees 12 minutes 31 seconds East, 33.32 feet to a point on a circular curve concave Easterly; thence along said curve, having a radius of 12.00 feet, an arc distance of 13.85 feet, said arc being subtended by a chord bearing and distance of South 01 degrees 02 minutes 08 seconds East, 13.10 feet to a point on a circular curve concave Northwesterly; thence along said curve, having a radius of 247.00 feet, an arc distance of 255.85 feet, said arc being subtended by a chord bearing and distance of North 38 degrees 06 minutes 54 seconds East, 244.56 feet to a point on a circular curve concave Westerly; thence along said curve, having a radius of 573.11 feet, an arc distance of 257.93 feet, said arc being subtended by a chord bearing and distance of North 04 degrees 27 minutes 07 seconds West, 255.76 feet; thence North 86 degrees 22 minutes 19 seconds West, 53.93 feet to a point on a circular curve concave Westerly; thence along said curve, having a radius of 523.11 feet, an arc distance of 254.73 feet, said arc being subtended by a chord bearing and distance of South 05 degrees 30 minutes 34 seconds East, 252.22 feet to a point on a circular curve leading Northwesterly; thence along said curve, having a radius of 197.00 feet, an arc distance of 221.03 feet; said arc being subtended by a chord bearing and distance of South 40 degrees 34 minutes 58 seconds West, 209.61 feet; thence South 02 degrees 41 minutes 35 seconds East, 27.96 feet to the POINT OF BEGINNING.

PARCEL 8:

Easement as contained in Drainage Easement Agreement dated June 25, 1992, by and among Summer Beach, Ltd., a Florida limited partnership, Summer Beach Two, a Florida general partnership, and Amelital, a Florida general partnership, filed of record July 1, 1992, in Official Records Book 662, Page 742, of the Public Records of Nassau County, Florida, as described therein.

Exhibit "C"

# SUMMER BEACH

SUMMER BEACH, LTD.



DATE: APRIL 1984 PROJECT#LAB4016/84004 R8057 09001

## MAP H-1 R (6)

REVISED: DECEMBER 3, 1984

JANUARY 25, 1985

JULY 8, 1985

SEPTEMBER 9, 1985

JULY 1, 1988

JULY 26, 1988

NOVEMBER 1, 1988

JULY 5, 1989

MAY 18, 2000

NOVEMBER 16, 2000

NOVEMBER 17, 2000

MARCH 12, 2001

APRIL 30, 2001

OCTOBER 1, 2001

MAY 18, 2000

MAY 18, 2000

MAY 18, 2000

MAY 18, 2000

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MAY 18, 2000

# LAND USE PLAN

P.U.D. PRELIMINARY DEVELOPMENT PLAN

### KEY

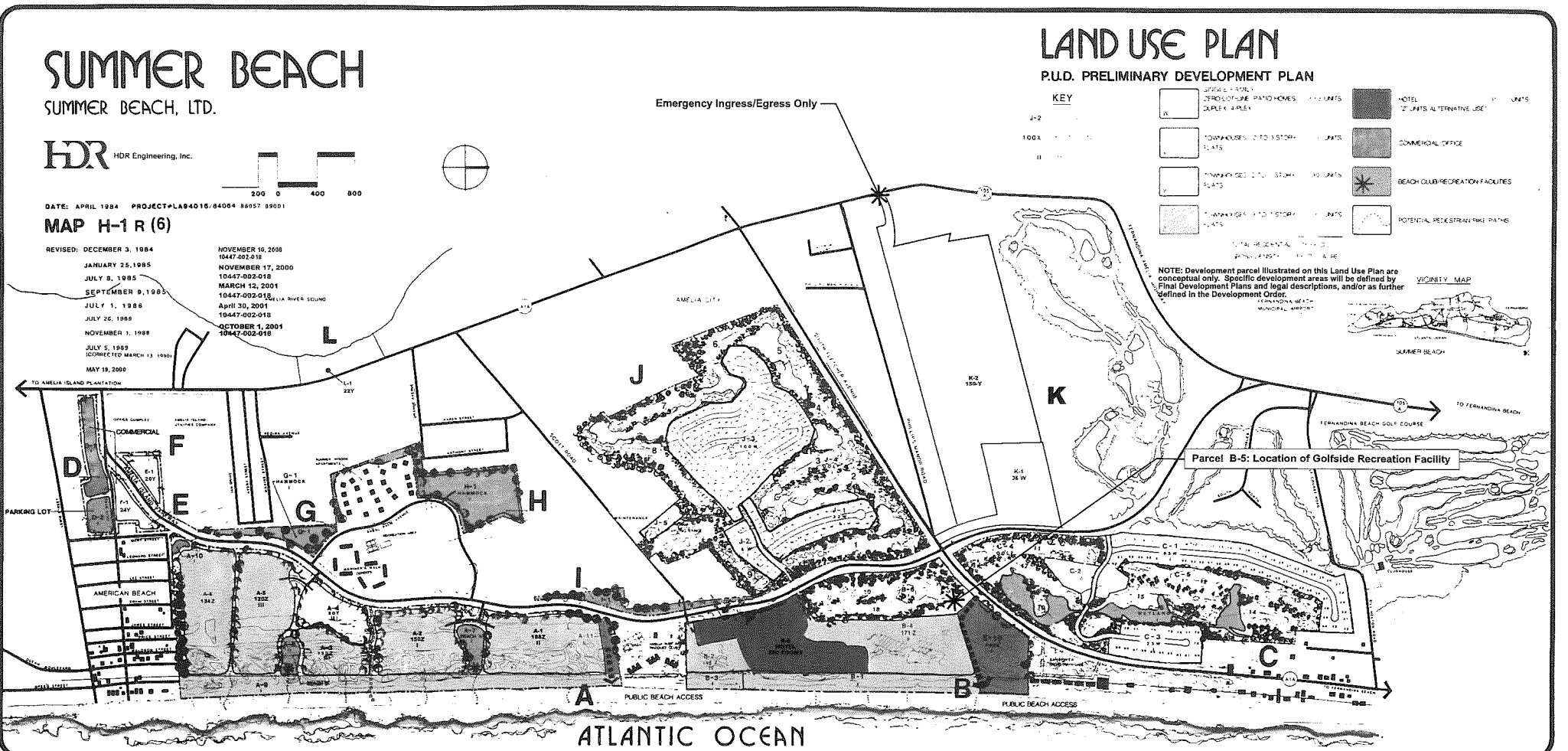
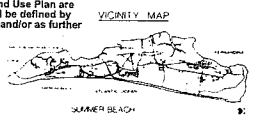
J-2

100X

II

	SINGLE FAMILY DETACHED HOUSES	100 UNITS		HOTEL UNITS ALTERNATIVE USE	100 UNITS
	TOWNHOUSE 2 TO 3 STORY FLATS	100 UNITS		COMMERCIAL OFFICE	
	TOWNHOUSE 2 TO 3 STORY FLATS	100 UNITS		BEACH CLUB RECREATION FACILITIES	
	TOWNHOUSE 2 TO 3 STORY FLATS	100 UNITS		POTENTIAL PEDESTRIAN PATHS	
	TOWNHOUSE 2 TO 3 STORY FLATS	100 UNITS			

NOTE: Development parcel illustrated on this Land Use Plan are conceptual only. Specific development areas will be defined by Final Development Plans and legal descriptions, and/or as further defined in the Development Order.



Parcel B-5: Location of Golside Recreation Facility

ATLANTIC OCEAN



EXHIBIT "C"

Attachment G  
SUMMER BEACH

Planned Unit Development and Development of Regional Impact

Table 12A-2 Revised October 1, 2001  
LAND USE SUMMARY

Sub-Parcel	Residential			Commercial		Recreation/Open Space*		Roadways	Totals
	Class	Units	Acres	Types	Acres	Type	Acres	Acres	Acres
PARCEL A									
A-1	Z	188	19.75						19.75
A-2	Z	150	15.05						15.05
A-3	Z	132	7.10						7.10
A-4	Y	90	8.10						8.10
A-5	Z	120	17.31						17.31
A-6	Z	134	19.00						19.00
A-7						Beach Club	2.75		2.75
A-8						Beach Club	2.02		2.02
A-9						CCCL***	27.88		27.88
A-10						Pond	0.72		0.72
Roads								1.32	1.32
Sub-Totals		814	86.31		0.0		33.37	1.32	121.00

PARCEL B

B-1						CCCL***	12.73		12.73
B-2	Z	145	5.00						5.00
B-3						CCCL***	2.81		2.81
B-4	Z	171	11.73						11.73
B-5						Golfside Rec	1.00		1.00
B-6						Golf	18.65		18.65
B-8		**		Hotel**	15.88				15.88
B-10						Park	12.3		12.30
Sub-Totals		316	16.73		15.88		47.49		80.10

PARCEL C

C-1	W	58	21.55						21.55
C-2	W	6	3.80						3.80
C-3	W	20	8.36						8.36
C-4						Golf	16.35		16.35
C-5						Golf	25.16		25.16
C-6						Wetlands	12.00		12.00
Sub-Totals		84	33.71				53.51		87.22

PARCEL D

D-1				Conv Comm	3.57				3.57
D-2						Beach Pkng	2.00		2.00
Sub-Totals					3.57		2.00		5.57

E-1	Y	20	3.57	*****					3.57
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F-1	Y	24	3.35						3.35
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Continued...

**Attachment G**  
**SUMMER BEACH**  
**Planned Unit Development and Development of Regional Impact**

**Table 12A-2** Revised October 1, 2001  
**LAND USE SUMMARY**

Sub-Parcel	Class	Residential		Commercial		Recreation/Open Space*		Roadways	Totals
		Units	Acres	Types	Acres	Type	Acres	Acres	Acres
G-1						Hammock	4.26		4.26
H-1						Hammock	13.31		13.31
I-1						Hammock	4.80		4.80
<b>PARCEL J</b>									
J-1	W	31	9.5						9.50
J-2	W	7	3.7						3.70
J-3	W	103	31.92						31.92
J-4						Golf	82.58		82.58
J-5				Maintenance	1.35				1.35
<b>Sub-Totals</b>		<b>141.00</b>	<b>45.12</b>		<b>1.35</b>		<b>82.58</b>		<b>129.05</b>
<b>PARCEL K</b>									
K-1	W	36	11.00						11.00
K-2	Y	150	59.03						59.03
<b>Sub-Totals</b>		<b>186</b>	<b>70.03</b>						<b>70.03</b>
<b>PARCEL L</b>									
L-1	Z	22	4.40						4.40
<b>TOTALS</b>		<b>1607</b>	<b>263.22</b>		<b>17.23</b>		<b>239.32</b>	<b>1.32</b>	<b>521.09 ****</b>

\* Residential includes land area for buffers, open space, and recreational uses associated with each parcel.

\*\* Hotel of 500 units. If the hotel option is not achieved, add 314 residential units.

\*\*\* CCCL indicates open space area located seaward of the Coastal Construction Control Line.

\*\*\*\* Total land area may exceed 519.66 as a result of transfers of existing rights-of-way in Parcel B.

\*\*\*\*\* Residential or Commercial. If the residential is not developed, commercial use may be exchanged with the filing of a site plan.

Source: Landers-Atkins Planners, Inc., 1984. Revised December 1984; July 1985; September 1985; July 1986; November 1988.

HDR Engineering, Inc. of the Carolinas. Revised June 12, 2000; Revised November 10, 2000; Revised December 8, 2000;

Revised March 12, 2001; Revised April 30, 2001; Revised May 30, 2001.

**PERFORMANCE AGREEMENT**

This Performance Agreement (this "Agreement") made this \_\_\_\_\_ day of December, 2001, by and between **SUMMER BEACH, LTD.**, a Florida limited partnership (the "Developer"), and **SUMMER BEACH II COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association").

**WITNESSETH:**

**WHEREAS**, Summer Beach, Ltd. is the developer of Summer Beach Development of Regional Impact ("DRI") in Nassau County, Florida pursuant to Nassau County Ordinance(s) No. 90-41, as amended from time to time;

**WHEREAS**, Summer Beach II Community Association, Inc. is the homeowners association which is made up of the owners of lots within the following described communities, which form a part of the Summer Beach DRI (herein collectively referred to as "Golfside"):

All of the property subject to the Plat of GOLFSIDE AT SUMMER BEACH UNIT 1, according to Plat thereof recorded in Plat Book 5, pages 114-118, public records of Nassau County, Florida;

All of the property subject to the Plat of GOLFSIDE AT SUMMER BEACH UNIT 2, according to Plat thereof recorded in Plat Book 5, pages 119-123, public records of Nassau County, Florida; and

Unit 3 as described in Plat Book 5, pages 147 & 148 of the public records of Nassau County, Florida.

**WHEREAS**, the parties desire to enter into this Agreement and to set forth their understanding and agreement in respect to the development and construction of the Golfside Recreation Center (the "Center"), and the improvements to be made thereto, upon that certain parcel of land owned by the Developer and forming a part of the Summer Beach DRI, of approximately one acre located east of the 18th tee complex of the Golf Club of Amelia Island and as more particularly described in Exhibit B attached hereto (the "Center Site").

**NOW THEREFORE**, in consideration of the premises and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, the parties do hereby agree as follows:

1. Effective Date. The Effective Date of this Agreement shall be the next business day following the date upon which Nassau County approves the pending Notice of Proposed Change attached hereto as Exhibit A.

2. Construction Commencement Date. Commencement of construction on the Center will occur within twelve (12) months of the Effective Date (the "Commencement Date").

3. Construction Completion Date. Construction of the Center will be completed and the site will be deeded by the Developer to the Association on or before twenty-four (24) months from the Effective Date (the "Construction Completion Date").

4. Construction Obligations. Developer, at its own expense and in accordance with the Plans and Specifications (hereinafter described and as further detailed in Pool Concept C attached hereto as Exhibit C), agrees to commence and complete, with due diligence and within the time periods set forth herein, the construction of the following improvements to be located on the Center Site (hereinafter collectively referred to as the "Improvements"):

A heated swimming adult pool with pool water surface of 2,000 square feet and concrete deck. This pool is to be freeform and provide lap length swimming (75 feet) for two to three lane widths (approximately 18 feet) with varying depth 2 1/2 feet to 5 feet throughout the pool, excluding appropriate entrances and exits to the pool. There will also be a three to four hour turn over in pool pump/filtration with a vault outside the pool area within a screened enclosure.

A pool deck of approximately 6,000 square feet with 4,000 square feet of "kool deck" finish and 2,000 square feet of soft deck;

Pressure treated wood slatted shade structures;

A pavilion of not less than 1,000 square foot, which includes in an enclosed area: men's and women's bathrooms which comply with the applicable building code provisions, men's and women's changing areas, and table and chair storage; and includes in an open area: a counter with water and power and up to eight tables (4 to 6 top table size). Developer will have the architect appropriately reappraise the size of the pavilion in light of the amenities to be included under the pavilion roof;

Tables and chairs for the pavilion, lounges and umbrella tables and chairs for the deck as appropriate for the pool and the number of people it is designed to accommodate and of a quality to be no less than that supplied to the Ocean Villages/Sea Chase complex;

A pool area shower which complies with the applicable building code provisions;

A children's wading pool with pool water surface of 100 square feet;

A paved parking lot consisting of not less than 29 parking stalls as follows: 2 handicap stalls, 1 drop off/unloading stall, and 26 standard size stalls with such additional parking stalls as may be required by the applicable zoning code provisions;

Nighttime security lighting around the building;

Landscaping for the Center Site comparable to the standards in Sea Chase condominiums;

A six foot high concrete block and stucco wall to surround the Center;

A six foot high automobile gate and two – six foot high pedestrian gates to the community trail system and to the beach (all gates will be card operated, one card will open all gates);

Two bike paths/pedestrian walkways which connect the Center Site to Golfside - one from Golfside North and one from Golfside South as described in the DRI. A proposed map of the bike paths/pedestrian walkways to be

constructed will be included with the detailed plan and specifications to be submitted within 60 days from the Effective Date as further defined in Paragraph 5. The parties acknowledge that Nassau County and the Florida Department of Transportation may have to approve such plans. ;

A driveway cut into the Center Site from Van Dyke road. A proposed map of the driveway to be constructed will be included with the detailed plan and specifications to be submitted within 60 days from the Effective Date as further defined in Paragraph 5; and

A walkway from the Center to the beach to be located between Peter's Point and the Northern wall of Carlton Dunes. A proposed map of the walkway to be constructed will be included with the detailed plan and specifications to be submitted within 60 days from the Effective Date as further defined in Paragraph 5. The parties acknowledge that the approval of Nassau County will be necessary to implement this walkway plan.

5. Developer's Plans and Specifications. Within sixty (60) days from the Effective Date, Developer shall deliver to the Advisory Committee of the Association (the "Committee") detailed plans and specifications (collectively referred to as the "Preliminary Plans and Specifications"), prepared at Developer's expense, which plans and specifications shall show the following: (i) all proposed site work to be performed or constructed on the Center Site, including grading, paving and drainage plans, off-site drainage plans, utility plans (including electricity, potable water, sanitary storm water sewage and off-site connections of each of the foregoing), and customary details and specifications; and (ii) those drawings and specifications (including structural criteria and calculations) necessary or convenient to facilitate review and approval thereof by the Committee. The Developer will assure all plans, specifications, and construction under this Agreement will be in compliance with the Americans with Disabilities Act and all applicable building code provisions. Developer agrees that the Committee acting for the Association shall have thirty (30) days to review and approve the Preliminary Plans and Specifications, which consent the Committee shall not unreasonably withhold. Written response signed by the Chairman of the Committee shall be deemed the response of the Committee and thus the Association. In the event the Committee fails to notify Developer in writing of any objection to the Preliminary Plans and Specifications within thirty (30) days from the date of receipt thereof by the Committee (the "Approval Period"), the Committee shall be deemed to have approved the Preliminary Plans and Specifications. If the Committee has comments or changes to the Preliminary Plans and Specifications, those shall also be submitted in writing to the Developer by the Chairman of the Committee. The Developer shall attempt to incorporate such comments or changes into the "Final Plans and Specifications" if practicable and economically feasible, such determination to be reasonably made by the Developer. The Developer shall then have sixty days to complete its Final Plans and Specifications and deliver them to the Committee. The Committee shall have thirty (30) days from receipt of the Final Plans and Specifications to approve such plans and specifications. In the event the Committee fails to notify the Developer in writing of any objection to the Final Plans and Specifications within thirty (30) days from receipt thereof by the Committee, the Committee, on behalf of the Association, shall be deemed to have approved the Final Plans and Specifications. If the Committee has objections to the Final Plans and Specifications, Developer shall attempt to address

such objections to the extent practicable and economically feasible, such determination to be reasonably made by the Developer, in the Final Plans and Specifications prior to the bid package dissemination. The Developer agrees to pay for up to ten (10) hours of the costs of a third party engineer acceptable to both the Developer and the Committee to review the Preliminary Plans and Specifications and the Final Plans and Specifications at the request and direction of the Committee.

6. General Contractor and Bidding. Within forty-five (45) days of the Committee's approval on behalf of the Association of the Final Plans and Specifications, Developer shall invite at least three (3) licensed general contractors to submit sealed bids for the construction of the Improvements in accordance with the Final Plans and Specifications. The Developer shall award and enter into a contract for construction of the Improvements with any of the responsive bidders (the "General Contractor"). The contract for construction of the Improvements between the Developer and the General Contractor (the "Construction Contract") shall require the General Contractor to provide a payment and performance bond. At such time as the Developer enters into the Contract with the General Contractor, the Developer shall have issued an irrevocable Letter of Credit in favor of the Association in the amount of 115% of the successful bid plus the estimated costs of tables and chairs under the pavilion, poolside chairs and umbrella tables, lounges and landscaping. The terms of the Letter of Credit must be reasonably acceptable to the Committee and within the terms of this Agreement. The Letter of Credit shall provide that in the event of a default by Developer under the terms of this Agreement or the Construction Contract, the Committee on behalf of the Association may draw down on the Letter of Credit to complete the Developer's obligations, as described herein or therein, on the account of the Developer. The Letter of Credit may be drawn upon by the presentation of an affidavit from the chairperson of the Committee certifying that a default has occurred. The Construction Contract shall require the General Contractor to give to the Committee simultaneous copies of any notice of default thereunder by the Developer, and shall provide to the Committee an additional seven (7) days within which to cure the Developer's default prior to termination by the General Contractor.

7. Commencement of Construction. Developer warrants and represents that it shall use its best efforts to obtain all necessary permits and governmental approvals for the Improvements and shall commence construction of said Improvements on the Center Site no later than the Commencement Date. However, in the event Developer cannot obtain the necessary permits and/or governmental approvals, then the parties hereby agree that the Center and the Improvements may be located and constructed upon an alternative site subject to approval of the Association.

8. Completion of Construction. Developer shall complete construction of the Improvements as described herein no later than the Construction Completion Date. For purposes of this Agreement, the terms "complete construction" and "completion of construction" shall be deemed to mean that a permanent Certificate of Occupancy and/or Certificate of Completion for the Improvements has been issued by the appropriate governmental authority, and that a third party engineer acceptable to both the Developer and the Committee shall have certified to the Developer and the Association that the construction has been completed in accordance with the Final

Plans and Specifications. Developer hereby agrees that it shall pay for the cost of such inspection and certification by a third party engineer. The Developer will convey to the Association good and marketable title to the Center Site with all improvements thereto within thirty (30) days after the Construction Completion Date.

9. Access by Association. During the course of construction of the Improvements, Developer shall allow, and the Construction Contract shall permit, a representative of the Committee on behalf of the Association or its authorized agent to have access to the Improvements for purposes of inspecting the construction of the Improvements in accordance with the Final Plans and Specifications; provided, however, such activity shall not unreasonably interfere with the construction of the Improvements.

10. Failure to Satisfactorily Complete Construction. In the event the General Contractor fails to complete construction of the Improvements in accordance with the Final Plans and Specifications, the Developer shall, at its sole cost and expense, take such action as is necessary to complete the construction according to the Final Plans and Specifications, including but not limited to calling upon the payment and performance bond to achieve such compliance.

11. Default and Remedies. In the event of any failure of any party to perform this Agreement, the party not in default shall be entitled to any and all remedies hereunder or at law or in equity. The parties hereby acknowledge that failure of the Developer to satisfactorily complete construction of the Improvements in accordance with the Final Plans and Specifications or to otherwise perform under the terms of this Agreement shall constitute a violation of the DRI Development Order, subjecting the Developer to enforcement action by Nassau County. The parties acknowledge that Nassau County, Florida is a third-party beneficiary of this Agreement for the enforcement purposes set forth in this paragraph. Except for the foregoing enforcement rights of Nassau County, no other party or person shall be deemed a third-party beneficiary of, or entitled to enforcement terms of, this Agreement. In the event of any default by the Developer, the Developer, upon written notice of the Committee and at the Association's sole option, will convey to the Association good and marketable title to the Center Site with all improvements thereto within thirty (30) days of its receipt of said written notice. In the event of any default by the Developer, the Committee on behalf of the Association may draw down on the Letter of Credit as provided herein.

12. Time Periods. The parties acknowledge that all time frames set forth herein are cumulative, except for the Construction Commencement Date and the Construction Completion Date which correspond to the time frames required by the DRI Development Order. In the event any legal action is filed or any formal dispute resolution proceeding is commenced relating to either this Agreement or any other DRI condition or development order affecting the construction of the Center, all time frames within this Agreement shall be tolled, pending resolution of such suit or dispute resolution proceeding.

13. Association Control. Developer agrees to turn over control of the Association to the non-Developer members of the Association within ninety (90) days of

the Effective Date in accordance with the provisions of the articles of incorporation and bylaws of the Association.

14. Membership in the Beach Club. Any existing owner of a lot at the time of the Effective Date of this Agreement in Golfside may join the Beach Club by payment of the initiation fee in the amount in effect at the time the property was purchased by that owner. The right to join the Beach Club based on this amount of initiation fee shall expire 60 days after completion of the Beach Club expansion. Monthly dues shall be the same for all members.

15. Payment for Walkway Improvements. The Developer agrees to pay for the initial walkway improvements required under Paragraph 8. b. iii. of the amended Development Order, but not continued costs of maintenance and upkeep as may be required.

16. Entire Agreement; Amendment. The parties hereto agree that the entire agreement between the parties with respect to the subject matter hereof is set forth in this Agreement. This Agreement may be amended only by an instrument in writing and signed by the parties.

17. Authorization. Execution of this Agreement by the President of the Association is not authorized until this Agreement has been approved by the majority of the members of the Committee. Evidence of the Committee's authorization shall be attached hereto as Exhibit D.

18. Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing, signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

19. Notices. All notices required or permitted under this Agreement shall be delivered to the party entitled thereto at the following addresses:

Developer: Summer Beach, Ltd.  
4700 Amelia Island Parkway  
Amelia Island, FL 32034  
Attn: Jim Sands

Association: Summer Beach II Community Association, Inc.  
1753 Regatta Drive  
Fernandina Beach, FL 32034  
Attn: President/Committee Chairperson

Either party may give written notice of change of address to the other. All notices shall be hand delivered or deposited with a nationally recognized overnight delivery service to the addresses provided for this paragraph, and shall be deemed given when received.



20. Assignment. The Developer may not assign its obligations under this Agreement except to an assignee of all of the Developer's rights and obligations under the Declaration of Covenants, Conditions, Restrictions and Easements for Summer Beach II recorded in Official Records Book 503, page 247, of the public records of Nassau County, Florida, as heretofore and hereafter amended.

21. Warranty. The Developer will warrant construction of the Center improvements for a period of twelve months after the Construction Completion Date.

**IN WITNESS WHEREOF**, Summer Beach, Ltd. and Summer Beach II Community Association, Inc., have executed this Agreement as of the day and year first written above.

Witnesses:

**"DEVELOPER"**  
**SUMMER BEACH, LTD.,**  
a Florida limited partnership

Name:

By:  
Name:  
Title:

Name:

**"ASSOCIATION"**  
**SUMMER BEACH II COMMUNITY**  
**ASSOCIATION, INC.,** a Florida not-for-profit  
corporation

Name:

Name:

By:  
Name:  
Title:

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December, 2001, by \_\_\_\_\_, as \_\_\_\_\_ of SUMMER BEACH, LTD., a Florida limited partnership, who is personally known to me or produced \_\_\_\_\_ as identification.

Notary Public, State of Florida  
Name:  
My Commission Expires:  
My Commission Number is:

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December, 2001, by \_\_\_\_\_, as \_\_\_\_\_ of SUMMER BEACH II COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or produced \_\_\_\_\_ identification.

Notary Public, State of Florida  
Name:  
My Commission Expires:  
My Commission Number is:

The undersigned members of the six-member Advisory Committee of SUMMER BEACH II COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation hereby authorize execution of that Performance Agreement between SUMMER BEACH, LTD., a Florida limited partnership and SUMMER BEACH II COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation.

1) \_\_\_\_\_

Print name: \_\_\_\_\_

2) \_\_\_\_\_

Print name: \_\_\_\_\_

3) \_\_\_\_\_

Print name: \_\_\_\_\_

4) \_\_\_\_\_

Print name: \_\_\_\_\_

5) \_\_\_\_\_

Print name: \_\_\_\_\_

6) \_\_\_\_\_

Print name: \_\_\_\_\_

Exhibit D

EXHIBIT A  
RESOLUTION NO. 2001- 183

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF NASSAU COUNTY, FLORIDA, AMENDING RESOLUTION NO.  
90-41, AS AMENDED, KNOWN AS THE SUMMER BEACH  
CONSOLIDATED DEVELOPMENT ORDER**

WHEREAS, the Board of County Commissioner of Nassau County, Florida, had previously approved Resolution Nos. 85-11, 85-15, 85-60, 86-8, 86-29, 86-62, 87-11, 89-30, 90-41, 99-82, 2000-131, 2001-25, and 2001-96; and

WHEREAS, the developer of Summer Beach filed on May 30, 2001 a request for a further amendment to said Planned Unit Development (PUD) and a Notice of Proposed Change to the Development Order as amended on October 9, 2001; and

WHEREAS, pursuant to Section 380.06(11), Florida Statutes, the Northeast Florida Regional Planning Council (NEFRPC), the appropriate regional planning agency, has prepared and submitted to Nassau County its report and recommendation on the amendment; and

WHEREAS, the Florida Department of Community Affairs finds that the proposed change to the Development Order does not constitute a substantial deviation; and

WHEREAS, the Nassau County Planning and Zoning Board has reviewed the said amendment, conducted a public hearing on November 13, 2001 and has made a finding that the amendments do not constitute a substantial deviation pursuant to Section 380.06(19), Florida Statutes; and

WHEREAS, the Nassau County Planning and Zoning Board has recommended approval of the requested amendment; and

WHEREAS, the Board of County Commissioners has reviewed the said amendment, conducted a public hearing on December 17, 2001 and has made a finding that the amendments do not constitute a substantial deviation pursuant to Section 380.06(19), Florida Statutes ; and

WHEREAS, due notice of public hearing on the application and amendment procedures was duly published; and

WHEREAS, the Board of County Commissioners and the Planning and Zoning Board considered the competent and substantial testimony, reports, and other evidence submitted at the public hearings by Summer Beach, NEFRPC, as well as county staff and the public in attendance at said public hearing.

NOW, THEREFORE, BE IT RESOLVED this 17th day of December 2001, by the Board of County Commissioners of Nassau County, Florida, that:

1. The Planned Unit Development (PUD) and Development Order shall be amended to include an addition of 59.03 acres as more particularly described on Exhibit A attached hereto to the Summer Beach property, referred to on the Master Plan Map H-1-R(6), revised October 1, 2001, and in Table 12A-2, revised October 1, 2001, as Parcel K-2 together with the right to spread approved development rights of 150 units of single family, patio and/or townhouse residential units with a maximum height of two (2) stories to Parcel K-2. The approved development rights for Parcel B-8 are being increased from 450 hotel units to 500 hotel units.
2. The number of residential units authorized for Parcel A-1 is reduced by 62, from 250 to 188.
3. The number of residential units authorized for Parcel A-2 is reduced by 60, from 210 to 150.
4. The number of residential units authorized for Parcel A-5 is reduced by 60, from 180 to 120.
5. Thirty two (32) of these residential units are hereby converted to fifty (50) hotel units for use in Parcel B-8.
6. Parcel K-2 is subject to the conditions set forth in the PUD and DRI as amended from time to time.
7. Parcel K-2 is further subject to the following conditions:
  - A. The applicant shall meet the State and Federal Regulations for the protection or mitigation of archeological resources and shall satisfy the recommendations of the State Historic Preservation Office relating to Site DHR 2001-5531 which are as follows: (i) Submission of site plans showing the location of all ground disturbing improvements on site, and written clarification of the reason avoidance or minimization of impacts to the significant archaeological resources is not feasible or prudent, for review and comment by the State Historic Preservation Office, (ii) Submission of a minimization plan and/or a final data recovery plan for review and comment , and (iii) As appropriate, the

completion of data recovery investigations and submission of the written report of investigations.

B. Wetland buffers shall be provided pursuant to Nassau County Land Development Regulations dated September 25, 2000, Article 6.5, provided however, in order to provide access to upland portions of the site, the Developer may construct a minimal number of roadway crossings of the wetland system that traverses the site subject to the following conditions:

- i. The width of the roadway crossings shall be minimized consistent with County design standards or special approval.
- ii. Existing crossings will be utilized to the extent possible to minimize impacts.
- iii. The crossings shall be approved by the St. John's River Water Management District including any associated minimization conditions and mitigation actions.
- iv. Approval of the final development plan for any portion of the site involving such crossings.

C. The Developer shall limit access onto County Road 105A (CR 105A) to a two-lane emergency access drive only. Such access roadway shall be approved by the Emergency Services Director, Public Works Director, and/or Fire Marshal of Nassau County. The roadway shall be gated at or near the CR105A right-of-way line and equipped with an electronic opening device as specified by the Emergency Services Department of the County.

D. For any multi-family development within Parcel K that abuts the north or south property line of the Parcel a buffer shall be provided and maintained along that property line as provided in Section 28.08 of the Zoning Code of Nassau County.

8. Condition 11.3 is hereby amended as follows:

A. The following language shall be added to Condition 11.3 a) of the Development Order as it has been amended from time to time.

“Parcel A: Expansion of Existing Beach Club: The existing swimming pool and beach club will be removed and replaced with a new pool approximately 50% larger in size,

a children's pool and a multipurpose building between 5000 and 7000 square feet in size. The building will be two stories containing a snack bar, multipurpose room for parties and other activities, dressing rooms and restrooms. The two existing tennis courts will remain. The beach walkover will be replaced and upgraded. A two story parking deck with an elevator will be built containing 100 spaces +, an increase of 60 spaces +. Any owner of property in Golfside who owns property as of the effective date of this Development Order shall have the right to join the Beach Club by payment of an initiation fee in the amount in effect at the time the property was purchased by that owner. The right to join the Beach Club based on this amount of dues shall expire sixty (60) days after completion of the Beach Club expansion. Monthly dues shall be the same for all members in the same category ”

B. Parcel B: Paragraph 11.3 b) shall be deleted in its entirety and the following substituted therefor:

“ i. Golfside Recreation Center: A recreational site of 1 acre+ shall be located on Parcel B-5 near the 18<sup>th</sup> tee. As more specifically set forth in the Performance Agreement attached hereto as Exhibit D and incorporated by reference herein, (a) commencement of construction on the Golfside Recreation Center will occur within twelve (12) months from the effective date of this amendment and (b) construction will be completed and the site will be deeded to the Golfside Owners Association on or before twenty four (24) months from the date of this Development Order amendment or as modified by the Performance Agreement, a copy of which is attached. The site will contain a swimming pool, concrete deck with lounge chairs, restrooms, pavilion, children's pool and paved parking lot of 25+ spaces, as more specifically set forth in the site plan which is attached to and made a part of the Performance Agreement. The site will be fenced and gated with a private access system for Golfside residents. There will be a bike path which connects the recreation center site to the rest of the Golfside development. The

County will approve a driveway cut into the recreational center site from the Peter's Point Park driveway.

- ii. Golfside residents only but not additional non-resident family members and/or guests shall have use of the pool facilities of The Ritz-Carlton Amelia Island until the earlier of (i) 24 months from the date of this Development Order amendment, or (ii) the completion of the Golfside Recreation Center and the expansion of the existing Summer Beach beach club facility on Parcel A. During such time, The Ritz-Carlton Amelia Island reserves the right to restrict use of the pool on holiday weekends and during special events at the hotel. The Ritz-Carlton Amelia Island also reserves the right to prescribe standards of conduct and limit Golfside residents' pool use to the hours afforded its hotel guests.
- iii. The owner of Parcel 8 upon the approval of the Development Order shall provide Golfside residents (owners of lots within Parcels C and J), through membership in the Summer Beach II Community Association, Inc. (the "Association") and their accompanied family members and guests, access to the beach through and across The Ritz-Carlton Amelia Island's existing northernmost hotel-guest walkway and beach crossover as the same may be realigned from time to time. Use of the beach access shall be limited to daylight hours and subject to standards of conduct, releases of liability (excluding intentional acts and gross negligence) and indemnification and adequate insurance provided by the Association, all as reasonably prescribed by The Ritz-Carlton Amelia Island. On or before the completion of the Golfside Recreation Center, beach access shall be provided to the Association for its members and their accompanied family members and guests by a perpetual, non-exclusive easement five feet in width, to be recorded in the public records of Nassau County. Such easement shall be located as close as practicable to the northern boundary of the hotel parcel, but in no event will



said easement be located south of the existing hotel structure. The easement granted for beach access may be on such additional terms and conditions as are reasonably acceptable to The Ritz-Carlton Amelia Island and the owner of the hotel parcel including, but not limited to, requiring walkway improvements, construction and maintenance standards, review and approval of design materials, assurances of no liens, insurance requirements (including The Ritz-Carlton Amelia Island and owner of the hotel property as an additional insured on the owners association's general comprehensive liability policy) and an indemnification by the Association. Upon the grant of the above easement, the Golfside residents shall have no other rights under this Development Order of ingress, egress or access to or across the hotel parcel except for those rights granted under said easement or pursuant to Section 8Bii above, and those rights, if any, granted to the general public by the Ritz-Carlton Amelia Island.. The tennis courts may continue to be used in accordance with arrangements previously made between Ameliatel (aka The Ritz Carlton Hotel Company) and Summer Beach Amenities Venture, Ltd., dated September 20, 1989."

C. Paragraph 11.c.) is unchanged.

9. Condition 11.4 of the Development Order is hereby deleted in its entirety and the following substituted therefor:

"11.4. The following facilities should be required to be available within the respective parcel that has a mandatory membership in an owners association. Developments with their own pools shall be deemed to meet the requirements within each of the following Parcels so long as the total required number of pools have been constructed within each Parcel.

A) Parcel A: Two swimming pools.

B) Parcel B (excluding B-8) Two swimming pools.

C) Parcel K: One swimming pool.

D) Parcel B-5—One swimming pool.”

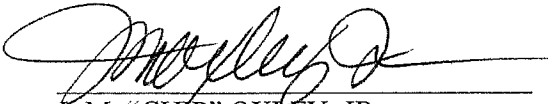
10. Map H 1 R (6) dated March 12, 2001 is hereby replaced with Map H 1 R (6) dated October 1, 2001 and Table 12A-2 dated March 12, 2001 is hereby replaced with Table 12A-2 dated October 1, 2001.
11. The following language is hereby added to the Development Order as Condition 12.14.A:  
“Hotel: Parcel B-8, as illustrated on Map H 1R (6), dated October 1, 2001, is designated as the hotel parcel. The hotel shall contain up to 500 rooms, and facilities that are ancillary to the primary hotel/resort function, including but not limited to conference facilities, pools, spas, food service, parking structures, indoor and outdoor recreational facilities, and retail shops (located within the hotel/resort structures), that constitute a part of the hotel/resort function. The legal description of Parcel B-8 is attached as Exhibit B. The graphical depiction of Parcel B-8 on Map H-1-R(6) is conceptual in nature and the inclusion of previously or contemporaneously deleted or reconfigured development parcels within the conceptual map of Parcel B-8 shall have no significance and impose no obligations under this Development Order ”
12. Should the owner of any property within Summer Beach fail to comply with any portion of the Development Order pertaining to its property, such noncompliance shall not be deemed to be noncompliance by any other property owner within Summer Beach .
13. The Board hereby makes the following findings:
  - A. Except for those conditions set forth in Paragraphs 11.3 b) above which are being imposed with the approval of this Development Order, the developer, Summer Beach, Ltd. and The Ritz Carlton Amelia Island, their successors and assigns, individually and as owners of parcels within the development, are deemed to have met all the requirements of 11.3 of the Development Order, as amended from time to time.
  - B. Except for condition 11.4 C and D, i.e. “Parcel K - One Swimming Pool, and Parcel B-5 –One Swimming Pool” as set forth above which is being imposed with the approval of this Development Order, all the requirements of 11.4 of the Development Order, as amended from time to time are deemed to have been met.

14. The change proposed to the PUD and Development Order does not constitute a substantial deviation and full review has been provided in accordance with Florida Statutes Section 380.06(19).
15. Map H-1-R (6), revised October 1, 2001 and Table 12A-2, revised October 1, 2001, are attached hereto as Exhibit C and made a part hereof.
16. Notice of the adoption of this Resolution and a certified copy of this Resolution shall be recorded by the applicant in accordance with Section 380.06(15)(f), Florida Statutes.
17. The Clerk shall transmit a certified copy of the Development Order amendment by certified mail to the Department of Community Affairs, the Northeast Florida Regional Planning Council, and the applicant.

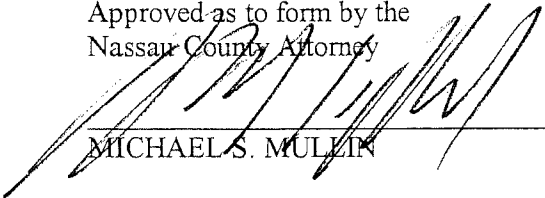
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
MARIANNE MARSHALL  
Its: Chairman

ATTEST:

  
\_\_\_\_\_  
J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

  
\_\_\_\_\_  
MICHAEL S. MULLEN

## SUMMERBEACH PARK

A PARCEL OF LAND BEING A PORTION OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 28 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 RIGHT OF WAY LINE OF STATE ROAD No. 105, (ALSO KNOWN AS STATE ROAD NO. A-1-A), A PUBLIC ROAD RIGHT OF WAY, WITH THE SOUTHERLY RIGHT OF WAY LINE OF VAN DYKE ROAD, (A PUBLIC ROAD RIGHT OF WAY, AS PER THAT DEED OF DEDICATION RECORDED IN OFFICIAL RECORDS BOOK 504, PAGE 947 OF THE CURRENT PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA, AND RUN THENCE SOUTH  $54^{\circ}24'39''$  EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID VAN DYKE ROAD, A DISTANCE OF 50.74 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, AND DEPARTING FROM AFORESAID SOUTHERLY RIGHT OF WAY LINE OF VAN DYKE ROAD, RUN SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING 50.00 FEET EASTERLY OF THE AFORESAID EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD No. 105 (STATE ROAD No. A1A), SAID ARC LEADING SOUTHERLY, HAVING A RADIUS OF 2,964.79 FEET, THROUGH A CENTRAL ANGLE OF  $02^{\circ}19'52''$  TO THE RIGHT, AN ARC DISTANCE OF 120.63 FEET, TO A POINT, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $46^{\circ}50'48''$  WEST, 120.62 FEET; RUN THENCE SOUTH  $41^{\circ}59'16''$  EAST, A DISTANCE OF 60.00 FEET, TO A POINT; RUN THENCE SOUTH  $10^{\circ}54'25''$  EAST, A DISTANCE OF 100.00 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF  $42^{\circ}21'37''$  TO THE LEFT, AN ARC DISTANCE OF 73.93 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE LEADING SOUTHEASTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $32^{\circ}05'14''$  EAST, 72.26 FEET; RUN THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 300.00 FEET, THROUGH A CENTRAL ANGLE OF  $08^{\circ}22'03''$  TO THE RIGHT, AN ARC DISTANCE OF 43.81 FEET, TO A POINT, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $49^{\circ}05'01''$  EAST, 43.77 FEET; RUN THENCE NORTH  $47^{\circ}01'17''$  EAST, A DISTANCE OF 199.05 FEET, TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF VAN DYKE ROAD, SAID POINT ALSO BEING THE NORTHWEST CORNER OF CARLTON DUNES, A CONDOMINIUM; RUN THENCE NORTH  $43^{\circ}21'51''$  WEST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID VAN DYKE ROAD, A DISTANCE OF 181.21 FEET, TO A POINT; THENCE NORTH  $54^{\circ}24'39''$  WEST, CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF VAN DYKE ROAD, A DISTANCE OF 79.85 FEET, TO THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 44,458 SQUARE FEET, OR 1.02 ACRES, MORE OR LESS, IN AREA.

## EXHIBIT "B"

Golfside Recreation Center Site



The undersigned members of the six-member Advisory Committee of SUMMER BEACH II COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation hereby authorize execution of that Performance Agreement between SUMMER BEACH, LTD., a Florida limited partnership and SUMMER BEACH II COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation.

1) *Richard C. Dietterich*

Print name: RICHARD C. DIETTERICH

2) *Thomas J. Hacey*

Print name: THOMAS J. HACCY

3) *Jacquelyn T. Jarvis*

Print name: JACQUELYN T. JARVIS

4) *Frances Wentz Taber*

Print name: FRANCES WENTZ TABER

5) *Patrick A. McGeoghan*

Print name: PATRICK A. MCGEOGHAN

6) \_\_\_\_\_

Print name: \_\_\_\_\_

Exhibit D

The undersigned members of the six-member Advisory Committee of SUMMER BEACH II COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation hereby authorize execution of that Performance Agreement between SUMMER BEACH, LTD., a Florida limited partnership and SUMMER BEACH II COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation.

1) \_\_\_\_\_

Print name: \_\_\_\_\_

2) \_\_\_\_\_

Print name: \_\_\_\_\_

3) \_\_\_\_\_

Print name: \_\_\_\_\_

4) \_\_\_\_\_

Print name: \_\_\_\_\_

5) \_\_\_\_\_

Print name: \_\_\_\_\_

6) Don R Fischer

Print name: DON R FISCHER