(43)

Return To: Joya Bradley

ORDINANCE NO 84 -2

AN ORDINANCE AMENDING ORDINANCE NO. 83-19. THIS ORDINANCE RE-ZONES AND RE-CLASSIFIES THE PROPERTY HEREIN AFTER DESCRIBED, IN NASSAU COUNTY, FLORIDA FROM A PRESENT ZONING CLASSIFICATION OF RESIDENTIAL GENERAL-2 (RG-2) TO THAT OF A PLANNED UNIT DEVELOPMENT (PUD).

WHEREAS, on the 28th day of September, 1983, the Board of County Commissioners did adopt Ordinance 83-19, an Ordinance enacting and establishing a comprehensive zoning code for the unincorporated portion of Nassau County, Florida; and

WHEREAS, the "Owners" of that certain property described in the attached Exhibit "A" intend to develop the described property in accordance with the master plan; and

WHEREAS, the "Owners" of that certain property described in the attached Exhibit "A" have applied for a re-zoning and re-classification of that property from Residential General-2 (RG-2) to a Planned Unit Development (PUD).

WHEREAS, the Planning Board of Nassau County has considered said application and held public hearings on the same after due notice, and made its findings and recommendations thereon; and

WHEREAS, the County Commission of Nassau County has considered the findings and recommendations of the Planning aNd Zoning Board and held its own public hearings on the application after due notice and also considered the Comprehensive Land Use Plan, and finds that the property described in the attached Exhibit "A" is suitable in location and character for the uses proposed in said application according to the criterion as set forth in Article 24 of Ordinance 83-19 of the County of Nassau;

NOW THEREFORE BE IT ORDAINED by the Board of County Commissioners of Nassau County that the application for the Planned Unit Development to be known as "The Dunes Club" is hereby approved and the land shall be re-zoned as a Planned Unit

P&C 367.00

Development (PUD) in accordance with and subject to the provisions of Article 24 of Ordinance 83-19 of the County of Nassau and further subject to the following conditions and requirements:

Section I Definitions

1. "Owners" are The Amelia Island Holding Company, an Ohio general partership, and The Dunes Club Company, an Ohio general partnership.

Section II The Planned Unit Development concept shall be as indicated on the master site plan prepared by the Haskell Company, Job # 2578-8200, sheet #103, Addendum number 3 to Exhibit B which is attached here to and made a part hereof.

Section III The preliminary development plan is approved as indicated on the master site plan attached hereto as Addendum 3. Said preliminary development plan is approved subject to the stipulations contained in Exhibit "B" with attachments attached hereto and made a part hereof.

Section IV The site plan for phases A and B as depicted on the preliminary plan development map for which building permits have previously been issued, are hereby approved as final development plans for said phases A and B.

Section V This Ordinance shall take effect upon adoption by the Board of County Commissioners and filing in the Secretary of State's office.

ADOPTED this 21st day of February, 1984 by the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

By: John F. Claxton
John F. Claxton
Its: Chairman

ATTEST:

T. J. Greeson
Its: Ex-Officio Clerk

EXHIBIT "A"

66 ACRE TRACT

PARCEL 1

A portion of Section 1, Township 1 North, Range 28 East, together with a portion of Section 6, Township 1 North, Range 29 East, Nassau County, Florida and being more particularly described as follows:

For point of reference, commence at the intersection of the westerly right-of-way line of Florida State Road No. 105 (A1A, a 200 foot right-of-way, as now established) with the northerly boundary of said Section 1; run thence S.19°33'10"E. along said right-of-way line, a distance of 323.72 feet; thence N.89°59'50"E. departing from said westerly right-of-way line, a distance of 212.24 feet to a point in the easterly right-of-way line of said Florida State Road No. 105; run thence S.19°33'10"E. along said easterly right-of-way line, a distance of 436 feet; thence continue S. 19°33'10"E. along said easterly right-of-way line, a distance of 2,690.95 feet to the Point of Beginning.

From the Point of Beginning thus described, return N.19°33'10"W. along said easterly right-of-way line, a distance of 2,690.95 feet; run thence N.77°32'20"E. departing from said easterly right-of-way line, a distance of 213.51 feet; thence N.84°20'42"E., a distance of 334.91 feet to the most southerly corner of a parcel of land designated as "Villa Parcel 30", as shown survey by Charles Bassett & Associates, Inc., dated February 26, 1974, File No. S-1809; run thence N.83°29'50"E. along the southerly boundary of said "Villa Parcel 30" and its easterly prolongation, a distance of 578.44 feet to an intersection with the Coastal Construction Setback Line; thence continue N.83°29'50"E., a distance of 165 feet, more or less, to the mean high water line of the Atlantic Ocean; run thence southerly along said mean high water line, a distance of 2,637 feet, more or less, to a line which bears N.82°42'00"E. from the Point of Beginning; run thence S.82°42'00"W., a distance of 165 feet, more or less, to an intersection with the aforementioned Coastal Construction Setback Line; thence continue S.82°42'00"W., a distance of 720.77 feet to the Point of Beginning.

ALSO DESCRIBED AS

All that certain piece, parcel or tract of land, situate, lying and being in the County of Nassau and State of Florida and further known and described as follows:

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A portion of Section 1, Township 1 North, Range 28 East, together with a portion of Section 6, Township 1 North, 29 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the intersection of the Westerly right-of-way line of State Road No. 105 (A1A, a 200 foot right-of-way, as now established), with the north line of said Section 1; thence S.19°33'10"E., along the westerly right-of-way line of said State Road No. 105, 323.72 feet; thence N.89°59'50"E., 212.24 feet, to the easterly right-of-way line of said State Road No. 105; thence S.19°33'10"E., along said easterly right-of-way line, 436.00 feet, to the northwesterly corner of those lands described and recorded in Official Records Book 306, page 267, of the public records of said County, also being the POINT OF BEGINNING; thence N.77°32'20"E., along the northerly line of said lands described in Official Records Book 306, page 267, 213.51 feet; thence N.84°24'24"E., continuing along last said line, 334.00 feet, to the more southerly corner of those lands known as Villa Parcel 30; thence N.83°29'50"E., continuing along the northerly line of said lands described in Official Records Book 306, page 267, 578.42 feet, to an intersection with the Coastal Construction Control Line; thence continue N.83°29'50"E., 121 feet, more or less, to the mean high water line of the Atlantic Ocean; thence southerly, along the mean high water line of the Atlantic Ocean, 2,630 feet, more or less, to an intersection with the southerly line of said lands, described in Official Records Book 306, page 267; thence S.82°42'00"W., along last said line, 144 feet, more or less, to an intersection with the Coastal Construction Control Line; thence continue S.82°42'00"W., along the southerly line of said lands described in Official Records Book 306, page 267, 721.03 feet, to the southwesterly corner of said lands; thence N.19°33'10"W., along the easterly right-of-way line of said State Road No. 105, 2,690.95 feet, to the POINT OF BEGINNING. TOGETHER WITH viewing easement number 2, as described and recorded in Official Records Book 334, page 314, of said public records.

~~Less and except the following:~~

CONDOMINIUM PROPERTY, BOUNDARY
PARCEL III - PHASE I

A portion of Section 1, Township 1 North, Range 28 East, together with a portion of Section 6, Township 1 North Range 29 East all in Nassau County, Florida, being more particularly described as follows: Commence at the intersection of the Westerly right-of-way line of State Road No. 105 (A1A, a 200 foot right-of-way as now established) with the North line of said Section 1; thence South 19° 33' 10" East along the Westerly right-of-way line of said State Road No. 105, 323.72 feet; thence North 89° 59' 50" East, 212.24 feet to the Easterly right-of-way line of said State Road No. 105; thence South 19° 33' 10" East, along said Easterly right-of-way line, 436.00 feet to the Northwesterly corner of those lands described and recorded in official records, Book 306, Page 267 of the records of said County; run thence North 77° 32' 20" East, along the Northerly line of said lands described in official records, Book 306, Page 267, 213.51 feet; thence North 84° 24' 24" East, continue along last said line, 334.00 feet to the most Southerly corner of the lands known as Villa Parcel 30; thence North 83° 29' 50" East, continue along the Northerly line of said lands described in official records, Book 306, Page 267, 279.54 feet to a point, in that certain design base line; run thence South 10° 13' 11" East, along said design base line, a distance of 672.16 feet to a point for Point of Beginning.

From the Point of Beginning thus described run North 52° 46' 08" East a distance of 98.90 feet to a point; run thence Southeasterly, along the arc of a curve, concaved Southwesterly, having a radius of 286.48 feet, a chord distance 51.93 feet, to the point of reverse curvature of said curve the bearing of the aforementioned chord being South 39° 31' 52" East; run thence Southeasterly, along the arc of a curve, concaved Northeasterly, having a radius of 286.48 feet, a chord distance of 46.95 feet, to the point of reverse curvature of said curve, the bearing of the aforementioned chord being South 39° 01' 52" East; run thence Southeasterly, along the arc of a curve, concaved Southwesterly, having a radius of 286.48 feet, a chord distance of 90.12 feet, to the point of compound curvature of said curve, the bearing of the aforementioned chord being South 34° 40' 52" East; run thence Southeasterly along the arc of a curve, concaved Southwesterly, having a radius of 60.00 feet, a chord distance of 46.98 to the point of reverse curvature of said curve, the bearing of the aforementioned chord being South 02° 34' 52" East; run thence Southwesterly along the arc of a curve, concaved Southeasterly, having a radius of 75.00 feet, a chord distance of 45.18 feet, to the point of reverse curvature of said curve, the bearing of the aforementioned chord being South 02° 56' 49" West; run thence Southeasterly, along the arc of a curve, concaved Southwesterly, having a radius of 75.00 feet, a chord distnce of 23.35 feet, to the point of reverse curvature of the aforementioned curve, the bearing of the aforementioned chord being South 05° 37' 29" East;

run thence Southeasterly along the arc of a curve, concaved Northeasterly having a radius of 176.29 feet, a chord distance of 79.97 feet, to a point, the bearing of the aforementioned chord being South 09° 46' 40" East; run thence South 79° 46' 08" West a distance of 41.00 feet to a point; run thence North 82° 13' 52" West a distance of 308.29 feet to a point in the Easterly right-of-way line of that certain access road (a 50 foot right of way); run thence Northwesterly, along the arc of a curve and along the Easterly right-of-way line of said access road, concaved Southwesterly, (having a radius of 383.10 feet, a chord distance of 142.10 feet, to a point, the bearing of the aforementioned chord being North 02° 08' 36" West;) run thence North 52° 46' 08" East a distance of 179.36 feet to the Point of Beginning.

The above described lands containing 1.86 acres, more or less.

CMN
5/9/83

run thence Southeasterly along the arc of a curve, concaved Northeasterly having a radius of 176.29 feet, a chord distance of 79.97 feet, to a point, the bearing of the aforementioned chord being South 09° 46' 40" East; run thence South 79° 46' 08" West a distance of 41.00 feet to a point; run thence North 82° 13' 52" West a distance of 308.29 feet to a point in the Easterly right-of-way line of that certain access road (a 50 foot right of way); run thence Northwesterly, along the arc of a curve and along the Easterly right-of-way line of said access road, concaved Southwesterly, (having a radius of 383.10 feet, a chord distance of 142.10 feet, to a point, the bearing of the aforementioned chord being North 02° 08' 36" West;) run thence North 52° 46' 08" East a distance of 179.36 feet to the Point of Beginning.

The above described lands containing 1.86 acres, more or less.

CMN
5/9/83

EXHIBIT B

RECOMMENDATIONS OF THE PLANNING BOARD REGARDING REZONING APPLICATION R -83-26 FILED BY JAMES O. HARDWICK AS AGENT FOR THE DUNES CLUB COMPANY

Said rezoning application was proposed for the purpose of rezoning a sixty-six acre parcel of land from Residential General (RG) to Planned Unit Development (PUD). The preliminary development plan application consisting of the Application For Preliminary Development Plan Approval, Dunes Club PUD, dated November 8, 1983, and the Preliminary Plan Map submitted therewith prepared by the Haskell Company under job number 2578-8200 attached hereto as Addendum 3 is approved subject to the following:

1.) So long as the property is developed in conjunction with adjacent properties pursuant to a common plan as contemplated by an existing agreement attached as Addendum 1, between the Developer, the Florida Department of Community Affairs ("DCA"), and adjacent owners, no final development plans shall be approved hereunder and no construction activity shall be permitted on the Property other than plans and development expressly allowed by agreement with DCA until an Application for Development Approval under Chapter 380 has been submitted, reviewed and approved.

2.) In the event the Property is not developed in conjunction with adjacent properties pursuant to the common plan referenced above, Developer acknowledges that neither Nassau County nor any other agency has waived its right to require the Developer or any successor owner or owners of the Property to obtain a binding letter determination as to whether this PUD independently constitutes a Development of Regional Impact prior to approval of any final development plans or issuance of any permits other than for developement expressly allowed by agreement with DCA. If the property is not developed in conjunction with adjacent properties and the Developer is required to obtain a binding letter, no further final development

plans shall be approved until the county receives notice that the Developer does not constitute a Development of Regional Impact or if a binding letter determination made pursuant to this section indicates that this PUD independently constitutes a Development of Regional Impact then no further final development plans shall be approved hereunder except in accordance with the procedures of §380.06 Fla Stat.

3.) The ordinance be expressly conditioned upon the understanding and agreement of developers that notwithstanding the adoption of the PUD ordinance, Nassau County may consider all regional and local issues properly raised in hearings regarding developers DRI applications and any Development Order adopted pursuant to Chapter 380 of the Florida Statutes. The Developer shall agree, as a condition to adoption of the ordinance, that it will not object to any modifications of the PUD ordinance which may be necessary to conform the PUD ordinance to issues so raised or to any DRI Development Order subsequently issued for the Property on the grounds that Nassau County is estopped from reconsidering or that it has waived its right to reconsider any local issues which were or should have been considered in adopting this PUD ordinance, nor will Developer assert that any such reconsideration is improper.

4.) The developer shall allow adequate access to fire and other emergency vehicles over a construction road entering the property from A1A until the main A1A entrance is opened. The developer will provide construction entrance keys to the Department of Emergency Services and to Amelia Plantation Security so that emergency vehicles can have ready access over the construction road.

5.) The developer shall open at least one permanent A1A entrance as indicated on the site plan attached as Addendum 3 according to county standards upon the issuance of certificates of occupancy for 150 residential units.

6.) The developer shall provide a minimum 70 foot separation between at least two of the oceanfront buildings provided that the oceanfront is developed according to current plans calling for seven-story heights. The general rule for building separation as stated on page 4 of the Application For Preliminary Development Plan submitted by Developer shall be amended to include a forty foot minimum setback for building separation.

7.) Off street parking areas shall contain a minimum of two spaces per residential unit unless waived by the Board of County Commissioners.

8.) Developer shall complete at least one pool and two tennis courts prior to the occupancy of Phase B with a minimum of two additional tennis courts prior to the occupancy of Phase C and one additional tennis court for each additional residential Phase of fifty or more residential units thereafter up to a total of nine tennis courts.

9.) Phases A and B of the project shall be subject to the PUD.

10.) Developer shall provide a more detailed plan, to include flood prone areas, indicating specific units of the recreation/open space areas. Said detailed plan shall be provided prior to any approval of additional final development plans.

11.) The Developer shall comply with all appliable state regulations for surface drainage, flood control, and soil conservation.

12.) The interior roads shall meet all county standards except as otherwise expressly provided for.

13.) Development agreement between Amelia Water Works and the Developer shall be a part of the preliminary PUD application, attached hereto as Addendum 2.

14.) The PUD shall be in conformance with the preliminary plan submitted as indicated on the site plan attached Addendum 3. The build-out shall be in phases as indicated in Addendum 3.

15.) The Board of County Commissioners should enter into negotiations with the Developer regarding Impact Fees as the project will severely impair fire and rescue capabilities as well as the roads. These negotiations should commence before approval of additional final developement plans.

16.) The County Engineer review all plans for interior road designs, drainage and parking layouts and said plans be approved by the Board of County Commissioners prior to any additional final development plans being approved.

17.) Phases A and B as shown in the Preliminary Plan and attached as Addendum 3 be approved as Final Development Plans.

Addendum #1

PLANNING AND REGULATORY AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of June, 1983, by and among AMELIA PLANTATION COMPANY, an Ohio corporation authorized to do business in the State of Florida (APC), DUNES CLUB COMPANY, an Ohio general partnership (DCC), PLM ASSOCIATES, LTD., a Florida limited partnership (PLM), and the FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS (DCA).

Recitations

This agreement is based upon the following statements of fact and law:

A. DCA is an agency of the State of Florida charged with the functions of the state land planning agency as those functions are set forth in Chapter 380, Florida Statutes, and is particularly concerned with the provisions thereof regarding developments of regional impact (DRIs). Pursuant to Section 380.032(3), Florida Statutes, DCA has the power and the duty to:

> Enter into agreements with any land-owner, developer, or governmental agency as may be necessary to effectuate the provisions of this act or any rules promulgated hereunder.

Pursuant to Section 380.021, Florida Statutes, the purposes of Chapter 380 include the facilitation of "orderly and well planned development."

B. APC owns an approximately 900-acre resort facility known as the Amelia Island Plantation (Plantation) located

in Nassau County, Florida. A legal description of the land contained within the Plantation is attached to this agreement as Exhibit "A" (Plantation Land).

(i) The Plantation Land has been master planned since at least 1972 for: single-family and multi-family residential units; streets, pedestrian walkways, water and sewer; various amenities including recreational facilities, open space, parks and common areas; and various commercial and support facilities. A portion of the Plantation Land was declared vested as stated in BLIVR-476-014. APC contends that the Plantation as a whole would be found to be vested if the question was raised in an application for determination of vested rights status.

(ii) As of the date of this agreement, the status of the residential units in the Plantation is:

Unit Type	Master Planned	Zoned	Sold	In Construction Process	Completed
Single-family	600	1200	570	8	150
Multi-family	1600-1800	3750	662	98	686

(iii) The Plantation Land is governed by certain comprehensive covenants and restrictions which are identified as follows:

(a) Declaration of Covenants and Restrictions for Amelia Island Plantation, recorded in Official Records Book 123, Pages 22-61, filed February 29, 1972, as recorded in Official Records Book 124, Page 200, filed May 12, 1972 to correct Legal Description; as amended in Official Records Book 178, Page 249 on August 20,

1974; as amended in Official Records Book 200, at Page 197 on July 31, 1975; as amended in Official Records Book 252, at Page 140; as further amended in Official Records Book 293, at Page 596, all of the Public Records of Nassau County, Florida.

(b) Class "A" Covenants in Official Records Book 122, Pages 338-352, recorded April 3, 1972; as amended in Official Records Volume 149 at Page 89 on July 12, 1973 and as further amended September 19, 1973 in Official Records Book 153, at Page 204, and as still further amended on June 26, 1974 in Official Records Volume 174, Page 108, all of the public records of Nassau County, Florida.

(c) Class "B" Multi-Family Areas Covenants, recorded in Official Records Book 124, Pages 230-241, as amended by instruments recorded in Official Records Book 149, Pages 87-88 and Official Records Book 174 at Page 107, all of the public records of Nassau County, Florida.

(d) Commercial Use Covenants recorded in Official Records Book 136 at Page 621; as amended December 19, 1972 in Official Records Book 137 at Page 153 all of the Public Records of Nassau County, Florida.

(iv) The Plantation is presumptively a DRI because its projected total buildout exceeds 500 residential units.

C. DCC owns and/or has under option to purchase an approximately 66-acre parcel located on the east side of State Road A1A immediately adjoining and south of the Plantation Land. A legal description of the DCC property is attached to this agreement as Exhibit "B".

(i) DCC presently contemplates that it, or its transferee, may construct up to 450 residential units, to-

gether with related amenities, commercial areas, and support facilities on the DCC property. The DCC property is not included within the master plan of the Plantation.

(ii) The ultimate buildout contemplated for the DCC property is less than 500 residential units; therefore, standing alone, the development of the DCC property would not be presumed to constitute a DRI.

D. PLM is the owner of an approximately 316-acre parcel located on the west side of State Road A1A immediately adjoining and south of the Plantation Land. A legal description of the PLM property is attached to this agreement as Exhibit "C". The PLM property is not included within the master plan of the Plantation and, at this time, there is no plan for development of the PLM property. Whether its future development, standing alone, would be a DRI is undetermined and must await a plan.

E. APC and DCC have entered into negotiations to establish a plan for the coordination of development, sales and operation with respect to their properties described on Exhibits "A" and "B", and APC, DCC and PLM have entered into negotiations to establish a plan for the development and operation of a golf course on portions of the land described on Exhibits "B" and "C". It is presently contemplated that principal features of these plans will include:

(i) The development of an 18-hole golf course on portions of the DCC and PLM properties, ultimately to be owned and operated by APC;

(ii) Imposition of covenants and restrictions similar to or substantially the same as those of the Plantation described in paragraph B(iii) above on the DCC property;

(iii) Development of the DCC property by DCC;

(iv) Operation by APC of certain amenities to be developed on the DCC property;

(v) Marketing and sales by APC of residential units developed on the DCC property;

(vi) Retention of the non-golf course portion of the PLM property by PLM for later disposition; and

(vii) Reciprocal use of certain amenities by residents and guests of the Plantation and residents and guests of any development ultimately established on the DCC and PLM properties, as may be agreed in writing by APC, DCC and PLM.

F. It is anticipated that the proposals described in paragraph E above would produce, upon ultimate development of the DCC property and the non-golf course portion of the PLM property, a total number of residential units on those properties that, if the same were to be combined, could constitute a DRI.

G. DCA recognizes the advantages of obtaining DRI master plan review of the PLM and DCC property due to their location on a barrier island. It is not probable that DRI review would be required if these parcels were developed independently.

H. APC, DCC and PLM are not prepared to proceed with negotiation of the plans described in paragraph E above, without the protection afforded by this agreement.

Covenants and Conditions

Based upon the recitations set forth above, the parties agree as follows:

1. Upon entering into an agreement establishing the plans described in paragraph E above, and so long as such agreement remains in full force and effect:

(a) APC will coordinate the preparation and filing of a DRI application for development approval (ADA) by DCC and PLM pursuant to Section 380.06, Florida Statutes, with respect to the development of their properties as described in Exhibits "B" and "C". The ADA shall be filed with the Northeast Florida Regional Planning Council no later than 18 months after establishment by agreement of the plans contemplated by paragraph E above. The ADA thus filed will include the projected impacts of the ultimate development of the Plantation Land within the data base from which the additional impacts of the development of the DCC and PLM properties will be measured; and

(b) DCC and PLM will cooperate fully with the preparation and filing of the ADA required by paragraph 1(a) above, and will diligently prosecute the ADA before the appropriate agencies.

2. As consideration for APC, DCC and PLM entering into this agreement, DCA:

(a) Agrees that APC will not be required to comply with Chapter 380.06, Florida Statutes, with respect to the Plantation Land prior to completion of development of the

Plantation Land as master planned. However, if the agreement described in Paragraph E does not come to pass, this paragraph (a) will become null and void and neither the DCA nor APC will be precluded from taking any position with respect to the applicability of Chapter 380.06, Florida Statutes, to development of the Plantation Land.

(b) Agrees that DCC can construct 120 multi-family units prior to ADA review, as long as it abides by the Covenants and Restrictions imposed pursuant to Recitation E(ii).

(c) Agrees to refrain from initiating any proceedings to enjoin the development activity authorized by this agreement; and

(d) Agrees that the activities contemplated by this agreement will not be substantial changes to the development of the Plantation Land which would have the effect of divesting vested rights, if any, of APC in the development of the Plantation Land.

4. This agreement shall inure to the benefit of and be binding upon the parties, their successors in interest, assigns, nominees, designees, and affiliates; provided, however, that APC, DCC, PLM, and DCA each acknowledge and agree that ownership of the DCC and PLM properties is separate and distinct and that the joint filing by APC of an ADA for such properties will not imply the existence of, or result in the creation of, any ownership or property rights:

(a) In favor of APC, PLM, or their guests, residents, or individual property owners of the Plantation Land or the PLM property with respect to the DCC property; or

(b) In favor of APC, DCC, or their guests, residents, or individual property owners of the Plantation Land or the DCC property with respect to the PLM property; or

(c) In favor of DCC, PLM, or their guests, residents, or individual property owners of the DCC property or the PLM property with respect to the Plantation Land.

5. If the agreement among APC, DCC and PLM described in paragraph E above is not executed within three months of the date of this agreement, this agreement will become null and void.

IN WITNESS WHEREOF, the parties have duly executed this agreement and agreed to be bound by the terms and conditions contained herein.

Amelia Plantation Company

V Pres.

Dunes Club Company

PLM Associates, Ltd.

Department of Community Affairs

APC PROPERTY

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All of Sections 21, 22 and 23 and a portion of Sections 18 and 20, Township 2 Nort Range 28 East; and a portion of Section 1, Township 1 North, Range 28 East and a portion of Section 6, Township 1 North, Range 29 East; together with all of the sul division New Franklintown, EXCEPT Lots 2, 24, 26 and the West 1/2 of Lot 16, a shown on Plat Book 3, Page 52, being more particularly described as follows:

For point of reference, commence at the intersection of the South boundary of saic Township 2 North, withthe Westerly Right of Way line of Florida State Road 105, also known as A 1A, a 200 foot Right of Way as now established; run thence South 19° 33' 10" East along said Westerly Right of Way line, a distance of 323.72 feet to the point of beginning.

From the point of beginning thus described, run thence North 89° 59' 50" East, a distance of 212.24 feet to the Easterly Right of Way line of said State Road A 1A; run thence North 19° 33' 10" West along said Easterly Rightof Way line a distance of 7174.99 feet to the P. C. of a curve to the Right, said curve being concave Northeasterly and having a radius of 5629.58 feet and a central angle of 21° 53' 0 thence Northerly along and with the arc of said curve an arc distance of 1447.37 f said arc being subtended by a chord bearing of North 12° 11' 15" West and a chor distance of 1443.39 feet; run thence North 85° 02' 29" East, a distance of 2559.4 feet to the Easterly line of said Section 20; said point hereafter referred to as Re ence Point A; thence returning to the point of beginning herein before described;

EXHIBIT "A"

run thence North 89° 59' 50" East, a distance of 212.24 feet to the Easterly Right of Way line of said State Road A1A; run thence South 19° 33' 10" East along said Easterly Right of Way line a distance of 436.00 feet; run thence North 77° 32' 20" East, a distan of 213.51 feet; thence North 25° 39' 07" East, a distance of 245.67 feet; run thence South 50° 17' 31" East, a distance of 294.98 feet to a point; run thence North 83° 29' 5 East, a distance of 689 feet, more or less, to the high tide line of the Atlantic Ocean as established on February 5, 1972; run thence in a Northerly direction along said hig tide line, a distance of 8724 feet, more or less, to a line which bears North 86° 52' 1 East from the aforementioned Reference Point A; run thence South 86° 52' 15" West, a distance of 702 feet, more or less, to said Reference Point A; run thence South 85° 02' 29" West, a distance of 2559.47 feet to a point in the Easterly Right of Way lir of said State Road A1A, said point also lying and being in a curve concave Northeaste and having a radius of 5629.58 feet and a central angle of 21° 53' 00"; thence Southerl along and with the arc of a curve an arc distance of 295.99 feet, said arc being subten by a chord bearing of South 6° 19' 42" East and a chord distance of 295.96 feet to a point; run thence South 82° 09' 55" West, a distance of 200.0 feet to a point in the Westerly Right of Way line of State Road A1A; thence departing from said roadway ru North 19° 42' 38" West, a distance of 263.80 feet; thence South 83° 24' 28" West, a distance of 1267.80 feet; run thence South 10° 29' 48" West, a distance of 130.61 feet run thence North 67° 34' 12" West, a distance of 411 feet, more or less, to the divisi line between the marsh lands and high lands as established on February 5, 1972; run thence in a general Southerly direction along said division line, a distance of 24,500 feet, moreor less, to an intersection with a line which bears South 89° 59' 50" West from the point of beginning; run thence North 89° 59' 50" East, a distance of 121 feet more or less, to the point of beginning. Containing 81.7 acres, more or less.

DCC PROPERTY

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A portion of Section 1, Township 1 North, Range 28 East, together with a portion of Section 6, Township 1 North, Range 29 East, Nassau County, Florida and being more particularly described as follows:

For point of reference, commence at the intersection of the Westerly Right of Way line of Florida State Road No. 105 (A1A, a 200 foot right of way, as now established) with the Northerly boundary of said Section 1; run thence South 19° 33' 10" East along said Westerly Right of Way line, a distance of 323.72 feet; thence North 89° 59' 50" East departing from said Westerly Right of Way line, a distance of 212.24 feet to a point in the Easterly Right of Way line of said Florida State Road No. 105; run thence South 19° 33' 10" East along said Easte Right of Way line, a distance of 436 feet; thence continue South 19° 33' 10" Eas along said Easterly Right of Way line, a distance of 2690.95 feet to the point of Beginning.

From the point of beginning thus described, return North 19° 33' 10" West alo said Easterly Right of Way line, a distance of 2690.95 feet; run thence North 77° 32' 20" East departing from said Easterly Right of Way line, a distance of 213.51 feet; thence North 84° 20' 42" East, a distance of 334.91 feet to the mc Southerly corner of a parcel of land designated as "Villa Parcel 30", as show survey by Charles Bassett & Associates, Inc., dated February 26, 1974, File Number S-1809; run thence North 83° 29' 50" East along the Southerly boundary of said "Villa Parcel 30" and its Easterly prolongation, a distance of 578.44

EXHIBIT "B"

feet to an intersection with the Coastal Construction Setback Line; thence continu North 83° 29' 50" East, a distance of 165 feet, more or less, to the mean high water line of the Atlantic Ocean; run thence Southerly along said mean high wate line, a distance of 2637 feet, more or less, to a line which bears North 82° 42' 00" East from the point of beginning; run thence South 82° 42' 00" West, a distance of 165 feet, more or less, to an intersection with the aforementioned Coastal Construction Setback Line; thence continue South 82° 42' 00" West, a distance of 720.77 feet to the point of beginning.

PLM PROPERTY
SUBJECT TO
PLANNING AND
REGULATORY
AGREEMENT
SOUND
ATLANTIC
OCEAN

EXHIBIT "C"

Addendum #2

DUNES CLUB
NAME OF PROJECT

DEVELOPER AGREEMENT

THIS AGREEMENT made and entered into this 7TH day of ~~August~~ DECEMBER, 1983, by and between DUNES CLUB COMPANY, hereinafter referred to as "Developer," and AMELIA ISLAND WATERWORKS, INC., a Florida corporation, hereinafter referred to as "Service Company,"

WHEREAS, Developer owns or controls lands located in Nassau County, Florida, and described in Exhibit "A," attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property," and Developer intends to develop the Property by erecting thereon, individually metered residential units, general service units, or combination of these; and

WHEREAS, Developer desires that the Service Company provide central water distribution and sewage collection service for Developer's property herein described; and

WHEREAS, the Service Company is willing to provide, in accordance with the provisions of this Agreement and Service Company's Uniform Water & Sewer Service Policy, central water and sewer services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive an adequate water supply and sewage collection and disposal service from Service Company;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and Service Company hereby covenant and agree as follows:

1. The foregoing statements are true and correct.

2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(a) "Consumer Installation" - All facilities ordinarily on the consumer's side of the point of delivery.

(b) "Contribution-in-aid-of-Construction (CIAC)" - The sum of money and/or the value of property represented by the cost of the water distribution and sewage collection systems including lift stations and treatment plants constructed or to be constructed by a Developer or owner, which Developer or owner transfers, or agrees to transfer, to Service Company at no cost to Service Company to provide Utility service to specified property.

(c) "Development Phase" - A subdivision or construction phase of the construction of utility facilities on the property.

(d) "Equivalent Residential Connection (ERC)" - A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one equivalent residential connection (ERC) is 350 gallons per day (gpd). The number of ERC's contained in a given ADF is determined by dividing that ADF by 350 gpd. Multi-family units are based on an average of 225 gallons per day. The determination of the number of ERC's for the Property shall be subject to factoring as outlined in Service Company's Uniform Water and Sewer Service Policy.

(e) "Notice to Proceed" - A document executed by Developer expressing a formal order pursuant to the Developer Agreement, for specific water and/or sewer service.

(f) "Point of Delivery" - The point where the pipes or meter of Service Company are connected with the pipes of the consumer. Unless otherwise indicated, point of delivery shall be at the consumer's lot line.

(g) "Property" - The area or parcel of land described in Exhibit "A."

(h) "Service" - The readiness and ability on the part of Service Company to furnish and maintain water and sewer service to the point of delivery for each lot or tract (pursuant to applicable rules and regulations of applicable regulatory agencies).

3. Assurance of Title - Within a period of forty-five (45) days after the execution of this contract, or prior to Developer issuing the Notice to Proceed to Service Company, at the expense of Developer, Developer agrees to deliver to Service Company a copy of Title Insurance Policy or an opinion of title from a qualified attorney-at-law, with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

4. Connection Charges - In addition to the contribution of any water distribution and sewage collection systems, where applicable, and further to induce Service Company to provide water and sewage service, Developer hereby agrees to pay to Service Company the following connection charges:

(a) Contributions In Aid Of Construction:

(1) Plant Capacity Charges - The contribution of a portion of the cost of construction of treatment plants, described in Exhibit "B."

(b) Application Charge - The administrative cost of preparation of this Developer Agreement plus preliminary engineering costs, as described in Exhibit "D."

(c) Plan Review Charge - A charge which reflects the actual cost of reviewing and

approving governmental agency applications, construction/engineering plans and shop drawings. Said charge shall be paid as outlined in Uniform Water and Sewer Service Policy.

(d) Inspection Charge - The cost of inspection of water and sewer facilities installed by Developer as described in Exhibit "D."

Payment of the connection charges does not and will not result in Service Company waiving any of its rates, and their enforcement shall not be affected in any manner whatsoever by Developer making payment of same. Service Company shall not be obligated to refund to Developer any portion of the value of the connection charges received by Service Company for which service has been given for any reason whatsoever, nor shall Service Company pay any interest or rate of interest upon the connection charges paid.

Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the connection charges paid or to any of the water or sewer facilities and properties of Service Company, and all prohibitions applicable to Developer with respect to no refund of connection charges, no interest payment on said connection charges and otherwise, are applicable to all persons or entities.

Any user or consumer of water or sewer service shall not be entitled to offset any bill or bills rendered by Service Company for such service or services against the connection charges paid. Developer shall not be entitled to offset the connection charges against any claim or claims of Service Company.

5. Reservation of Capacity and Notice to Proceed. Upon execution of this Agreement and payment of connection fees for the first 58 multi-family units of Developer's proposed development, Service Company will reserve to Developer capacity in its existing sewage treatment plant sufficient to serve 176 multi-family units. Developer acknowledges that Service Company's existing sewage treatment plant does not have sufficient capacity to serve Developer's entire proposed development. Therefore, Service Company shall be allowed 12 months to construct facilities necessary to provide water and sewer plant capacity for the remaining 274 multi-family units, and the commercial development of the property after receipt of a written notice to proceed. Developer shall not issue the notice to proceed before January 1, 1985. Nevertheless, as Developer makes the future payments called for under Exhibit B, Service Company shall make additional reservations of plant capacity so that, until commencement of connection of the last 176 condominium units to be built on the property, there will always be reserved for the Developer the greater of (i) the number of units of capacity paid for but not yet connected or (ii) 176 units of capacity. The parties recognize that before Service Company can begin to carry out this Agreement, Developer must pay connection charges in accordance with the schedule attached as Exhibit B.

6. On-Site Installation. To induce Service Company to provide the water treatment and sewage collection and disposal facilities, and to continuously provide consumers located on the Property with water and sewer services, unless otherwise provided for herein, Developer hereby covenants and agrees to construct and to transfer ownership and control to Service Company, as a contribution-in-aid-of-construction, the on-site water distribution and sewage collection systems referred to in Exhibit "C" herein. The term "on-site water distribution and sewage collection systems" means and includes all water distribution and supply mains, lines and pipes, and related facilities, and sewage collection lines, facilities and equipment, including pumping stations, constructed

within the boundaries of Developer's property adequate in size to serve each lot or unit within the property or as otherwise required by Service Company.

Developer shall cause to be prepared three (3) copies of the applications for permits and three (3) sets of finalized engineering plans prepared and sealed by a professional engineer registered in the State of Florida. Plans shall show the on-site water distribution and sewage collection systems proposed to be installed to provide service to consumers within the Property. Such detailed plans may be limited to the first development phase only, and subsequent phases may be furnished from time to time. However, each such development phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Service Company concurrent with or prior to submission of engineering plans for the first development phase. Developer reserves the right to modify its master plan any time in such a manner as to not unduly interfere with Service Company's existing facilities and upon modification, shall submit four copies of the modified plan to Service Company. The cost of any modifications to Service Company's existing systems or to its Master Plan that are caused by Developer's modifications or changes shall be borne by Developer. Developer shall cause his engineer to submit specifications governing the material to be used and the method and manner of installation. All such plans and specifications submitted to Service Company's engineer shall meet the minimum specifications of Service Company and shall be subject to the approval of Service Company, which approval shall not be unreasonably withheld. No construction shall commence until Service Company and appropriate regulatory agencies have approved such plans and specifications in writing. When permits and approved plans are returned by appropriate regulatory agencies to Developer, Developer shall submit to Service Company one copy of water and/or sewer permit and approved plans. Developer shall also supply to the Service Company a copy of the final estimate of payment covering all contract items and Release of Lien from contractor.

After the approval of plans and specifications by Service Company and appropriate regulatory agencies, Developer, or the engineer of record, shall set up a preconstruction conference with engineer of record, utility contractor, appropriate building official(s), all other utility companies involved in the development of the Property, and Service Company.

Developer shall provide to Service Company's inspector, forty-eight (48) hours notice prior to commencement of construction. Developer shall cause to be constructed, at Developer's own cost and expense, the water distribution and sewage collection systems as shown on the approved plans and specifications.

During the construction of the water distribution and sewage collection systems by Developer, Service Company shall have the right to inspect such installations to determine compliance with the approved plans and specifications. The engineer of record shall also inspect construction to assure compliance with the approved plans and specifications. Service Company, engineer of record and utility contractor shall be present for all standard tests for pressure, exfiltration, line and grade, and all other normal engineering tests to determine that the systems have been installed in accordance with the approved plans and specifications, good engineering practices, and American Water Works Association criteria. Developer agrees to pay to Service Company, or Service Company's authorized agent, a reasonable sum to cover the cost of inspection of installations made by Developer or Developer's contractor, which charge shall be in conformance with Service Company's Uniform Water and Sewer Service Policy.

Upon completion of construction, Developer's engineer of record shall submit to Service Company a copy of the signed certification of completion submitted to the appropriate regulatory

agencies. If certification is for the water distribution system, a copy of the bacteriological results and a sketch showing locations of all sample points shall be included. The engineer of record shall also submit to Service Company ammonia mylars of the as-built plans prepared and certified by the engineer of record, and the recorded plat, including dedication sheet.

By these presents, Developer hereby agrees to transfer to Service Company title to all water distribution and sewage collection systems installed by Developer or Developer's contractor shown in Exhibit "C," pursuant to the provisions of this Agreement. Such conveyance shall take effect at the time Service Company issues its final letter of acceptance. As further evidence of said transfer of title, upon the completion of the installation, but prior to the issuance of the final letter of acceptance and the rendering of service by Service Company, Developer shall:

(a) Convey to Service Company, by bill of sale in form satisfactory to Service Company's counsel, the water distribution and sewage collection systems listed in Exhibit "C" as constructed by Developer and approved by Service Company.

(b) Provide Service Company with copies of invoices from contractor for installation of the utility systems.

(c) Provide Service Company with copies of Releases of Lien for said invoices.

(d) Assign any and all warranties and/or maintenance bonds and the rights to enforce same to the Service Company which Developer obtains from any contractor constructing the utility systems. Developer shall remain secondarily liable on such warranties. If Developer does not obtain such written warranty and/or maintenance bond from its contractor and deliver same to Service Company, which warranty and/or maintenance bond shall be for a minimum period of one year, then in such event, Developer, by the terms of this instrument, agrees to indemnify and save harmless the Service Company for any loss, damages, costs, claims, suits, debts or demands by reason of latent defects in the systems which could not have been reasonably discovered upon normal engineering inspection, for a period of one year from the date of acceptance by the Service Company of said utility systems.

(e) Provide to the Service Company an executed notarized no lien affidavit in form satisfactory to Service Company's counsel on the utility systems installed by Developer by reason of work performed or services rendered in connection with the installation of the systems.

(f) Provide Service Company with all appropriate operation/maintenance and parts manuals.

(g) Further cause to be conveyed to Service Company all easements and/or rights-of-way covering areas in which water and sewer

systems are installed, by recordable document in form satisfactory to Service Company's counsel.

(h) Convey title to Service Company, by recordable document in form satisfactory to Service Company's counsel, a 25 foot by 25 foot site for any lift stations constructed on Developer's Property, along with recordable ingress/egress easement documents.

Service Company agrees that the issuance of the final letter of acceptance for the water distribution and sewage collection systems installed by Developer shall constitute the assumption of responsibility by Service Company for the continuous operation and maintenance of such systems from that date forward.

7. Easements. Developer hereby grants and gives to Service Company, its successors and assigns, but subject to the terms of this Agreement, the exclusive right or privilege to construct, own, maintain or operate the water and sewer facilities to serve the Property; and the exclusive right or privilege to construct, own, maintain and operate said facilities in, under, upon, over and across the present and future streets, roads, alleys, utility easements, reserved utility strips and utility sites. Mortgagees, if any, holding prior liens on the Property shall be required to release such liens, subordinate their position or join in the grant or dedication of the easements or rights-of-way, or give to Service Company assurance by way of a "non-disturbance agreement," that in the event of foreclosure, mortgagee would continue to recognize the easement rights of Service Company, as long as Service Company complies with the terms of this Agreement. All water distribution and sewage collection facilities, save and except consumer installations, shall be covered by easements or rights-of- way if not located within platted or dedicated roads or rights-ofway for utility purposes.

Developer hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Property upon which Service Company is constructing or operating such facilities; that the foregoing grants shall be for such period of time as Service Company or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation or expansion of the water and sewer facilities, that in the event Developer and Service Company agree that Service Company is to install any of its water or sewer facilities in lands within the Property lying outside the streets and easement areas described above, then Developer or the owner shall grant to Service Company, without cost or expense to Service Company, the necessary easement or easements for such "private property" installation; provided, all such "private property" installations by Service Company shall be made in such a manner as not to interfere with the then primary use of such "private property." Service Company covenants that it will use due diligence in ascertaining all easement locations; however, should Service Company install any of its facilities outside a dedicated easement area, Service Company will not be required to move or relocate any facilities lying outside a dedicated easement area, so long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed, and so long as Service Company obtains a private easement for such line location, which Developer will give if same is within its reasonable power to do so. The use of easements granted by Developer to Service Company shall preclude the use by other utilities of these easements, such as for cable television, telephone, electric, or gas utilities, or as otherwise agreed to by Service Company.

Service Company hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and sewer industry with respect to

the installation of all its facilities in any of the easement areas.

8. Agreement to Serve. Upon the completion of construction of the on-site water and sewer facilities by Developer, its inspection, the issuance of the final letter of acceptance by Service Company, and the other terms of this Agreement and Service Company's Uniform Water and Sewer Service Policy, Service Company covenants and agrees that it will connect or oversee the connection of the water distribution and sewage collection faciilities installed by Developer to the central facilities of Service Company in accordance with the terms and intent of this Agreement. Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. Service Company agrees that once it provides water and sewer service to the Property and Developer or others have connected consumer installations to its system, that thereafter Service Company will continuously provide, at its cost and expense, but in accordance with the other provisions of this agreement, including rules and regulations and rate schedules, water and sewer service to the Property in a manner to conform with all requirements of the applicable governmental authority having jurisdiction over the operations of Service Company.

9. Application for Service: Consumer Installations. Developer, or any owner of any parcel of the Property, or any occupant of any residence, building or unit located thereon shall not have the right to and shall not connect any consumer installation to the facilities of Service Company until formal written application has been made to Service Company by the prospective user of service, or either of them, in accordance with the then effective rules and regulations of Service Company and approval for such connection has been granted.

Although the responsibility for connecting the consumer installation to the meter and/or lines of Service Company at the point of delivery is that of the Developer or entity other than Service Company, with reference to such connections, the parties agree as follows:

(a) Application for the installation of water meters shall be made twenty-four (24) hours in advance, not including Saturdays, Sundays, and holidays.

(b) All consumer installation connections must be inspected by Service Company before backfilling and covering of any pipes.

(c) Notice to Service Company requesting an inspection of a consumer installation connection may be given by the plumber or Developer, and the inspection will be made within twenty-four (24) hours, not including Saturdays, Sundays, and holidays, provided the water meter has been previously installed.

(d) If Service Company fails to inspect the consumer installation connection within forty-eight (48) hours after such inspection is requested by Developer or the owner of any parcel, Developer or owner may backfill or cover the pipes without Service Company's approval and Service Company must accept the connection as to any matter which could have been discovered by such inspection.

(e) If the Developer does not comply with the foregoing inspection provisions, Service Company may refuse service to a connection that has not been inspected until Developer complies with these provisions.

(f) The cost of constructing, operating, repairing or maintaining consumer installations shall be that of Developer or a party other than Service Company.

(g) If a kitchen, cafeteria, restaurant or other food preparation or dining facility is constructed within the Property, the Service Company shall have the right to require that a grease trap be constructed, installed and connected so that all waste waters from any grease producing equipment within such facility, including floor drains in food preparation areas, shall first enter the grease trap for pretreatment before the waste water is delivered to the lines of the Service Company. Size, materials and construction of such grease trap to be approved by Service Company.

No substance other than domestic wastewater will be placed into the sewage system and delivered to the lines of the Service Company. Should any non-domestic wastes, grease or oils, including, but not limited to, floor wax or paint, be delivered to the lines, the customer will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage.

10. Service Company's Exclusive Right to Utility Facilities. Developer agrees with Service Company that all water and sewer facilities accepted by Service Company in connection with providing water and sewer services to the Property (including fire service), shall at all times remain in the sole, complete and exclusive ownership of Service Company, its successors and assigns, and any person or entity owning any part of the Property or any residence, building or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water or sewer services to other persons or entities located within or beyond the limits of the Property. Developer may provide for the availability of those water services to the Property which constitute "non-domestic" uses such as for irrigation purposes.

11. Exclusive Right to Provide Service. Developer, as a further and essential consideration of this Agreement, agrees that Developer, or the successors and assigns of Developer, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing potable water or sewer services to the Property during the period of time Service Company, its successors and assigns, provide water and sewer services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Service Company shall have the sole and exclusive right and privilege to provide water and sewer services to the Property and to the occupants of such residence, building or unit constructed thereon, except for the providing by Developer, from its own sources and lines of water for irrigation uses.

12. Rates. Service Company agrees that the rates to be charged to Developer and individual consumers of water and sewer services shall be those set forth in the tariff of Service Company

approved by the applicable governmental agency. However, notwithstanding any provision in this Agreement, Service Company, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce rates or rate schedules so established and enforced and shall at all times be reasonable and subject to regulations by the applicable governmental agency, or as may be provided by law. Rates charged to Developer or consumers located upon the Property shall at all times be identical to rates charged for the same classification of service, as are or may be in effect throughout the service area of Service Company.

Notwithstanding any provision in this Agreement, Service Company may establish, amend or revise, from time to time, in the future, and enforce rules and regulations covering water and sewer services to the Property. However, all such rules and regulations so established by Service Company shall at all times be reasonable and subject to such regulations as may be provided by law or contract.

Any such initial or future lower or increased rates, rate schedules, and rules and regulations established, amended or revised and enforced by Service Company from time to time in the future, as provided by law, shall be binding upon Developer; upon any person or other entity holding by, through or under Developer; and upon any user or consumer of the water and sewer service provided to the Property by Service Company.

13. Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of Developer, Service Company and their respective assigns and successors by merger, consolidation, conveyance or otherwise. Any assignment or transfer by Developer shall be approved in writing by Service Company, which approval shall not be unreasonably withheld.

14. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to Developer, shall be mailed or delivered to Developer at:

Dunes Club Company
Mr. James O. Hardwick
c/o Amelia Island Plantation
Amelia Island, Florida 32034

with a copy to:

John G. Metcalf, Esquire
Pappas & Moorhouse
1901 Independent Square
Jacksonville, Florida 32202

and if to the Service Company, at:

Amelia Island Waterworks, Inc.
P.O. Box 907
Fernandina Beach, Florida 32034

with a copy to :

Myers, Kenin, Levinson, Ruffner, Frank & Richards
Suite 103, 1020 East Lafayette Street
Tallahassee, Florida 32301
Attention: William E. Sundstrom, Esquire

15. Laws of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority, if applicable.

16. Costs and Attorney's Fees. In the event the Service Company or Developer is required to enforce this Agreement by Court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees.

17. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

18. Indemnification. Developer agrees to indemnify and hold Service Company harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees) to which Service Company may become subject by reason of or arising out of Developer's non-performance of this Agreement. This indemnification provision shall survive the actual connection to Service Company's water and sewer system.

MISCELLANEOUS PROVISIONS

19. The Developer agrees that no later than 5 years from the date of execution of this Developer Agreement it will, in good faith, re-evaluate its development plan for the property and release the Service Company from its obligation to provide service or reserve capacity for multi-family units in excess of the number of units the Developer's revised development plan indicates will actually be constructed on the property. In return for this release, the Service Company will release the Developer from the obligation to pay connection charges for the units of excess capacity released.

20. The rights, privileges, obligations and covenants of Developer and Service Company shall survive the completion of the work of Developer with respect to completing the facilities and services to any development phase and to the Property as a whole.

21. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Service Company, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Developer and Service Company. No additions, alterations or ariations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

22. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

23. Exhibits mentioned herein have been signed or initialled by the duly authorized officers, agents or attorneys of the parties hereto and are hereby incorporated herein by reference and made a part hereof as fully as if set forth herein.

24. Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

25. The submission of this Developer Agreement for examination by Developer does not constitute an offer but becomes effective only upon execution thereof by Service Company.

26. Notwithstanding anything herein to the contrary, Developer shall pay Service Company the actual cost to Service Company of Developer's pro rata share of the actual cost of providing potable water service and sewage disposal service to Developer's property.

27. Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

28. Because of inducements offered by Developer to Service Company, Service Company has agreed to provide water and sewer services to Developer's project. Developer understands and agrees that this Agreement and the capacity reserved hereunder cannot and shall not be assigned by Developer to Third Parties without the written consent of Service Company, except in the case of a bona-fide sale of Developer's property. Such approval shall not be unreasonably withheld. Moreover, Developer agrees that this contract is a superior instrument to any other documents, representations, and promises made by and between Developer and Third Parties, both public and private, as regards the provisions of water utility service to Developer's property.

29. It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one hearing may be considered to be equally applicable under another in the interpretation of this Agreement.

30. Service Company shall, as aforesaid, at all reasonable times and hours, have the right of inspection of Developer's internal lines and facilities. This provision shall be binding on the successors and assigns of the Developer.

31. The parties hereto recognize that prior to the time Service Company may actually commence upon a program to carry out the terms and conditions of this Agreement, Service Company may be required to obtain approval from various state and local governmental authorities having jurisdiction and regulatory power over the construction, maintenance and operation of Service Company. The Service Company agrees that it will diligently and earnestly make the necessary proper applications to all governmental authorities and will pursue the same to the end that it will use its best efforts to obtain such approval.

32. This Agreement is binding on the successors and assigns of the parties hereto, including any municipal or governmental purchaser of Service Company. This Agreement shall survive the sale of Service Company to any party.

33. Each party hereby agrees to grant such further assurances and provide such additional documents as may be required, each by the other, in order to carry out the terms, conditions and comply with the express intention of this Agreement.

STATE OF FLORIDA)
: ss
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 6th day of September, 1983, by Martin H. Feller.

Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC State of Florida at Large
MY COMMISSION EXPIRES April 29 1985
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
: ss
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 7th day of September, 1983, by James O. Hardwick.

Notary Public
State of Florida at Large

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN 8 1984
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
: ss
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 7th day of September, 1983, by James O. Hardwick.

Notary Public
State of Florida at Large

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN 8 1984
BONDED THRU GENERAL INS. UNDERWRITERS

This Instrument Prepared By:

_____

IN WITNESS WHEREOF, Developer and Service Company have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

AMELIA ISLAND WATERWORKS, INC.

WITNESSES:

By _____
Martin Zeller, President

THE DUNES CLUB COMPANY,
an Ohio General partnership

By Hardwick Development Corporation,
its managing partner

Margaret Ann Wood

By _____
James O. Hardwick, President

Judith Wilson

Consented To And Joined In By

AMELIA ISLAND HOLDING COMPANY,
an Ohio General Partnership

By The Dunes Club Company,
an Ohio General Partnership

By Hardwick Development Corporation,
its managing partner

Margaret Ann Wood

By _____
James O. Hardwick, President

Judith Wilson

PROPERTY DESCRIPTION

EXHIBIT A-1

66 ACRE TRACT

PARCEL 1

A portion of Section 1, Township 1 North, Range 28 East, together with a portion of Section 6, Township 1 North, Range 29 East, Nassau County, Florida and being more particularly described as follows:

For point of reference, commence at the intersection of the westerly right-of-way line of Florida State Road No. 105 (AlA, a 200 foot right-of-way, as now established) with the northerly boundary of said Section 1; run thence S.19°33'10"E. along said right-of-way line, a distance of 323.72 feet; thence N.89°59'50"E. departing from said westerly right-of-way line, a distance of 212.24 feet to a point in the easterly right-of-way line of said Florida State Road No. 105; run thence S.19°33'10"E. along said easterly right-of-way line, a distance of 436 feet; thence continue S. 19°33'10"E. along said easterly right-of-way line, a distance of 2,690.95 feet to the Point of Beginning.

From the Point of Beginning thus described, return N.19°33'10"W. along said easterly right-of-way line, a distance of 2,690.95 feet; run thence N.77°32'20"E. departing from said easterly right-of-way line, a distance of 213.51 feet; thence N.84°20'42"E., a distance of 334.91 feet to the most southerly corner of a parcel of land designated as "Villa Parcel 30", as shown survey by Charles Bassett & Associates, Inc., dated February 26, 1974, File No. S-1809; run thence N.83°29'50"E. along the southerly boundary of said "Villa Parcel 30" and its easterly prolongation, a distance of 578.44 feet to an intersection with the Coastal Construction Setback Line; thence continue N.83°29'50"E., a distance of 165 feet, more or less, to the mean high water line of the Atlantic Ocean; run thence southerly along said mean high water line, a distance of 2,637 feet, more or less, to a line which bears N.82°42'00"E. from the Point of Beginning; run thence S.82°42'00"W., a distance of 165 feet, more or less, to an intersection with the aforementioned Coastal Construction Setback Line; thence continue S.82°42'00"W., a distance of 720.77 feet to the Point of Beginning.

ALSO DESCRIBED AS

All that certain piece, parcel or tract of land, situate, lying and being in the County of Nassau and State of Florida and further known and described as follows:

A portion of Section 1, Township 1 North, Range 28 East, together with a portion of Section 6, Township 1 North, 29 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the intersection of the Westerly right-of-way line of State Road No. 105 (AlA, a 200 foot right-of-way, as now established), with the north line of said Section 1; thence S.19°33'10"E., along the westerly right-of-way line of said State Road No. 105, 323.72 feet; thence N.89°59'50"E., 212.24 feet, to the easterly right-of-way line of said State Road No. 105; thence S.19°33'10"E., along said easterly right-of-way line, 436.00 feet, to the northwesterly corner of those lands described and recorded in Official Records Book 306, page 267, of the public records of said County, also being the POINT OF BEGINNING; thence N:77°32'20"E., along the northerly line of said lands described in Official Records Book 306, page 267, 213.51 feet; thence N.84°24'24"E., continuing along last said line, 334.00 feet, to the more southerly corner of those lands known as Villa Parcel 30; thence N.83°29'50"E., continuing along the northerly line of said lands described in Official Records Book 306, page 267, 578.42 feet, to an intersection with the Coastal Construction Control Line; thence continue N.83°29'50"E., 121 feet, more or less, to the mean high water line of the Atlantic Ocean; thence southerly, along the mean high water line of the Atlantic Ocean, 2,630 feet, more or less, to an intersection with the southerly line of said lands, described in Official Records Book 306, page 267; thence S.82°42'00"W., along last said line, 144 feet, more or less, to an intersection with the Coastal Construction Control Line; thence continue S.82°42'00"W., along the southerly line of said lands described in Official Records Book 306, page 267, 721.03 feet, to the southwesterly corner of said lands; thence N.19°33'10"W., along the easterly right-of-way line of said State Road No. 105, 2,690.93 feet, to the POINT OF BEGINNING. TOGETHER WITH viewing easement number 2, as described and recorded in Official Records Book 334, page 314, of said public records.

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CONTRIBUTIONS IN AID OF CONSTRUCTION

PLANT CAPACITY CHARGES

Developer agrees to pay Service Company the following Plant Capacity Charges to induce Service Company to reserve the following plant capacities for Developer's proposed connections. Said plant capacity charges to be paid by Developer are those which are set forth in Service Company's Uniform Water and Sewer Service Policy approved by the Florida Public Service Commission and, accordingly, these charges may be changed from time to time with the approval of the Commission.

Upon the execution of this Agreement, Developer shall pay connection charges for the first 58 multi-family units. Developer shall pay to Service Company each year on or before the anniversary date of this Agreement, the appropriate connection charges for 50 multi-family units. Developer shall also pay the appropriate connection charges for actual connections made during any year in excess of 50 multi-family units so that until connection of the final 50 multi-family units there will always be connection charges paid on 50 multi-family units not yet connected.

The appropriate connection charges for commercial connections shall be paid at the time of connection.

Connection charges do not include the cost of the water meter, meter box, and installation of the meter and box. These meter connection charges are based upon meter size and are set forth in the Service Company's Uniform Water and Sewer Service Policy and are required to be paid at the time service is requested by Developer for a particular unit.

Payment Schedule

Water:

Customer Category	Number of Connections	Charge Per Connection	Total Charges
Multi-family	450	$ 256.50	$115,425
Commercial	To be determined at a later date	$ 1.14 per gallon of estimated daily demand	

Sewer:

Customer Category	Number of Connections	Charge Per Connection	Total Charges
Multi-family	450	$ 508.50	$228,825
Commercial	To be determined at a later date	$ 2.26 per gallon of estimated daily demand	

Grand Total $344,250
(Exluding commercial connections)

The method of payment of the above referenced fees shall be in accordance with Paragraph 5 hereof and the second Paragraph of this "Exhibit B" as well as the general terms and conditions hereof.

APPLICATION CHARGES, RECORDING CHARGES, PLAN REVIEW CHARGES, AND INSPECTION CHARGES

Developer agrees to pay Service Company the following Application Charges, Recording Charges, Plan Review Charges, Legal Charges, and Inspection Charges. Said charges are set forth in Service Company's Uniform Water and Sewer Service Policy approved by the Florida Public Service Commission and, accordingly, these charges may be changed from time to time with the approval of the Commission.

CONDITIONS FOR RECEIPT OF PLANT CAPACITY CHARGES, MAIN EXTENTION CHARGES, CONTRIBUTIONS AND FEES

Developer's warranty period for one year as provided for herein begins at the time of the acceptance by Service Company of each phase of developer's project. Developer shall pay the plant capacity charges and related prior to connection of Developer's project to Service Company's facilities and such payments shall be made in full for each phase of Developer's project at such time. The amounts stated above are subject to change based upon revisions of Developer's project.

PAYMENT SCHEDULE

ITEM I: Application Charges - Total Charges: $50.00

ITEM II: Recording Charges - Total Charges: $69.00

ITEM III: Legal Fees - Total Charges: $500.00

ITEM IV: Inspection Charges - to be determined after completion of construction and Developer's delivery to Service Company of Bills of Sale, etc.

The Inspection Charges are one percent (1%) of the estimated cost of water and sewer utilities construction as determined by the Developer's engineer of record or by Service Company.

Although Service Company may charge up to two percent (2%) inspection fee, the parties have determined that a one percent (1%) fee is appropriate in this instance due to the fact that Developer has employed, at his expense, a firm of professional engineers to oversee off-site construction and to certify completion in accordance with said engineers' plans and specifications.

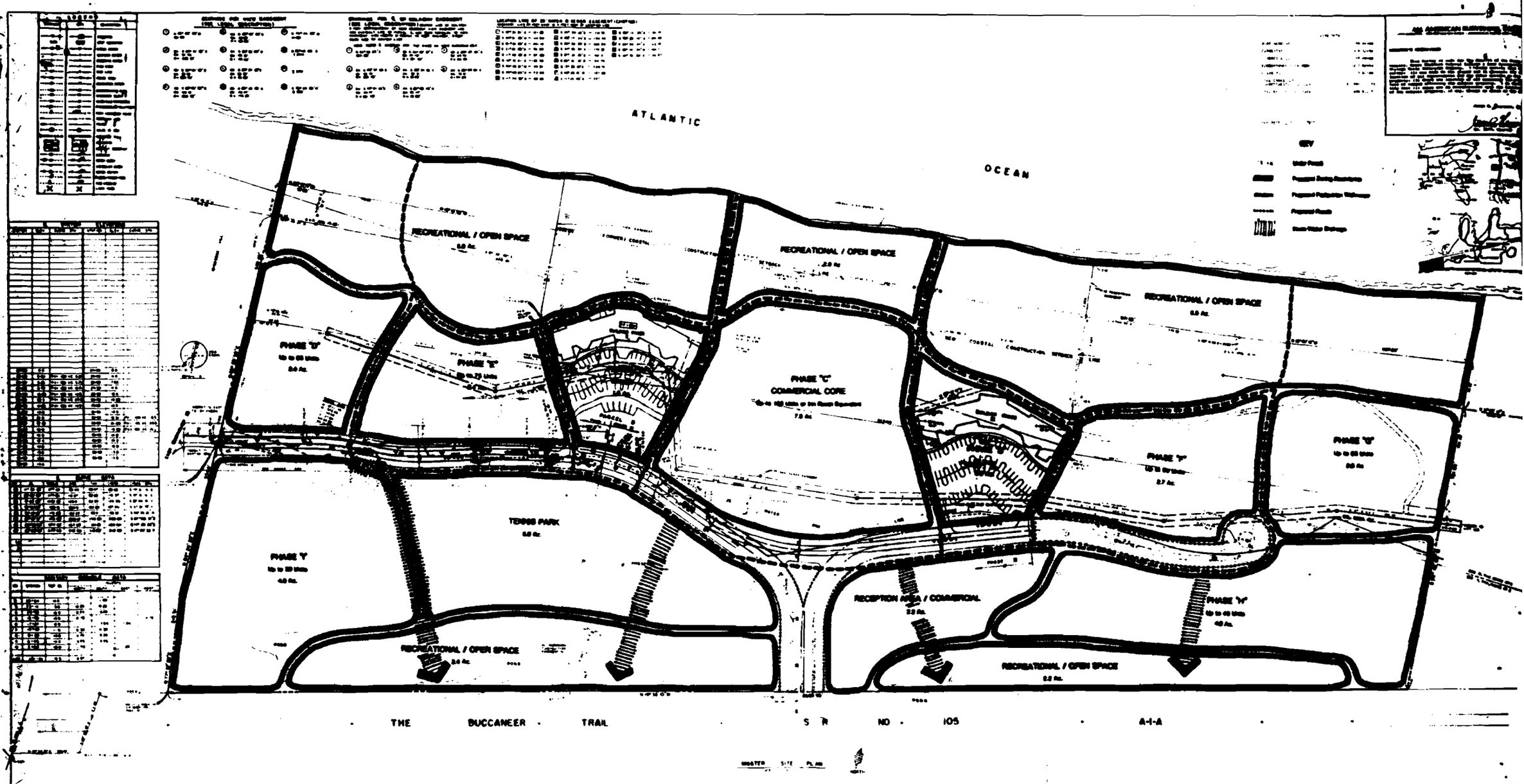
Estimated Cost of Water and Sewer Utilities Construction	Total Charges

WATER AND SEWAGE SYSTEMS CONTRIBUTIONS

The Developer, jointly with two other developers, shall install the following pipe, mains and appurtenances thereto and dedicate same to Service Company. Said installations are to be in accordance with the approved plans drawn by Bessant, Hammock & Ruckman, Inc., being Project No. 2151, first dated October 1981, and revised in March 1983, Sheets 1 thru 7. Developer shall be responsible for 77.7% of these costs. The remaining 23.3% of these costs shall be covered by other developers and not by Service Company.

The pipe, mains and appurtenances referenced in the paragraph directly above involve the construction of off-site sewage force mains and related facilities and water transmission mains to the property of developer and others in the south end of Service Company's service area. It is the intention of Developer and his engineers that said facilities shall be sufficient to provide off-site utility services to Developer's project. No other off-site facilities are envisioned at this time.

Developer shall install at its own expense, all on-site facilities needed in order to provide service to Developer's property. In accordance herewith, such facilities shall be contributed to Service Company by Developer at no cost to Service Company.


ATLANTIC
OCEAN
RECREATIONAL / OPEN SPACE
PHASE 'D'
PHASE 'E'
PHASE 'C'
COMMERCIAL CORE
PHASE 'F'
PHASE 'G'
TENNIS PARK
PHASE 'A'
RECEPTION AREA / COMMERCIAL
PHASE 'B'
THE BUCCANEER TRAIL S R NO. 105 A-1-A
MASTER SITE PLAN
THE HASKELL COMPANY
The Dunes Club

Addendum #3