

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 OPEN RURAL (OR) TO THAT OF PLANNED UNIT DEVELOPMENT (PUD), TO BE CALLED THE FERNANDINA INTERNATIONAL TRADEPLEX PUD; PROVIDING AN EFFECTIVE DATE

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 Exhibits "A" and "B" intend to develop the described property in accordance with a master plan; and

WHEREAS, the "Owners" of that certain property described in the attached Exhibits "A" and "B" have applied for a re-zoning and re-classification of that property from Open Rural (OR) to that of a PLANNED UNIT DEVELOPMENT (PUD); and

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 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 Exhibits "A" and "B" 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 (PUD) is hereby approved and the land shall be re-zoned as a Planned Unit 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 additional conditions and requirements:

Section I The Planned Unit Development concept shall be as indicated on the land use plan prepared by Harbor Engineering Company, attached as Exhibit "C".

Section II The preliminary development plan, attached hereto as Exhibit "E", is hereby approved, subject to the Stipulation set forth in Exhibit "D".

Section III 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, 1989, by the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

By: James E. Testone
JAMES E. TESTONE
Its: Chairman

Attest: T. J. Greeson
T. J. GREESON
Its: Ex-Officio Clerk

PARCEL A:

A PART OF THE JOHN LOWE, MILL GRANT, SECTION 51, TOWNSHIP 3 NORTH, AND A PART OF THE JOHN LOWE, MILL GRANT, SECTION 37, TOWNSHIP 2 NORTH, ALL IN RANGE 27 EAST, NASSAU COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE CENTERLINE INTERSECTION OF STATE ROAD 200/A-1-A (A VARIOUS RIGHT OF WAY AS SHOWN ON F.D.O.T. RIGHT OF WAY MAP SECTION 74080-2503) AND STATE ROAD 200-A/CHESTER ROAD (A 100-FOOT WIDE RIGHT OF WAY AS SHOWN ON F.D.O.T. RIGHT OF WAY MAP SECTION 74800-2150); THENCE NORTH 07°51'50" EAST, ALONG THE CENTERLINE OF SAID STATE ROAD 200-A, A DISTANCE OF 32.43 FEET TO THE CENTERLINE OF SURVEY AS SHOWN ON SAID STATE ROAD 200; THENCE WESTERLY ALONG SAID CENTERLINE OF SURVEY THE FOLLOWING THREE COURSES: COURSE 1: THENCE NORTH 72°46'59" WEST A DISTANCE OF 2,481.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 5,730.17 FEET; COURSE 2: THENCE WESTERLY ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 1,198.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 78°45'59" WEST AND A CHORD DISTANCE OF 1,194.62 FEET;

COURSE 3: THENCE NORTH 84°44'59" WEST A DISTANCE OF 299.81 FEET; THENCE NORTH 05°15'01" EAST A DISTANCE OF 70.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 200 AND THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTHERLY ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 78.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 39°44'59" WEST AND A CHORD DISTANCE OF 70.71 FEET; THENCE NORTH 05°15'01" EAST A DISTANCE OF 152.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 773.55 FEET; THENCE NORTHERLY ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 318.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 06°27'43" WEST AND A CHORD DISTANCE OF 314.05 FEET; THENCE NORTH 18°10'26" WEST A DISTANCE OF 1,391.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 573.95 FEET; THENCE WESTERLY ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 456.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 40°57'56" WEST AND A CHORD DISTANCE OF 444.87 FEET; THENCE NORTH 83°45'25" WEST A DISTANCE OF 1,186.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 150-Feet; THENCE NORTHERLY ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 173.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 30°35'23" WEST AND A CHORD DISTANCE OF 184.13 FEET; THENCE NORTH 02°34'39" EAST A DISTANCE OF 901.97 FEET; THENCE NORTH 87°25'21" WEST A DISTANCE OF 100.00 FEET; THENCE SOUTH 02°34'39" WEST A DISTANCE OF 901.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 250-Feet; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 289.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 30°35'23" EAST AND A CHORD DISTANCE OF 273.54 FEET;

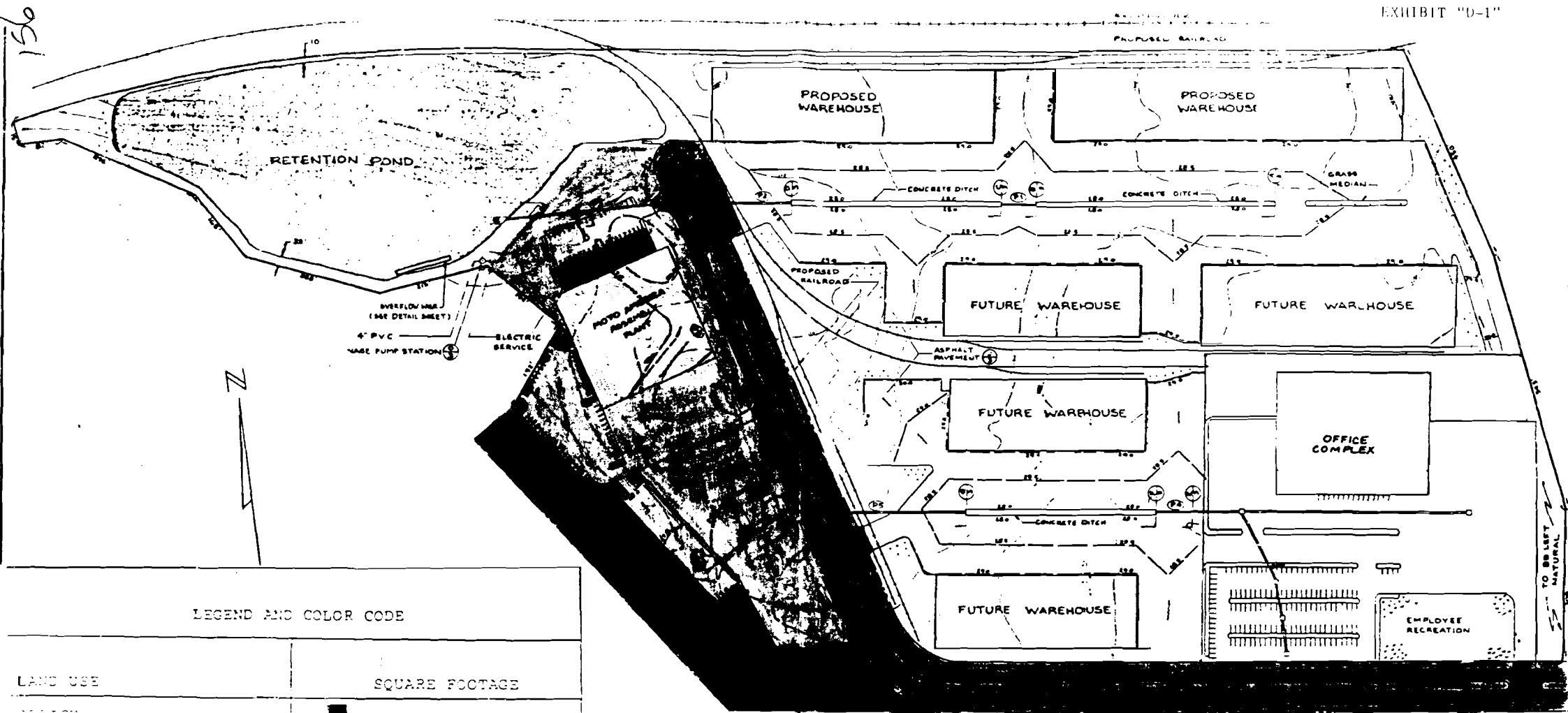
THENCE SOUTH 83°45'25" EAST A DISTANCE OF 1,186.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 473.95 FEET; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 377.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 40°57'56" EAST AND A CHORD DISTANCE OF 387.20 FEET; THENCE SOUTH 18°10'26" EAST A DISTANCE OF 1,391.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 673.55 FEET; THENCE SOUTHERLY ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 275.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 06°27'43" EAST AND A CHORD DISTANCE OF 273.45 FEET; THENCE SOUTH 05°15'01" WEST A DISTANCE OF 152.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50-Feet; THENCE SOUTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 78.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 50°15'01" WEST AND A CHORD DISTANCE OF 70.71 FEET, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 200;

THENCE SOUTH 84°44'59" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 10.85 ACRES, MORE OR LESS.

PARCEL B:

A PART OF THE JOHN LOWE, MILL GRANT, SECTION 51, TOWNSHIP 3 NORTH, AND A PART OF THE JOHN D. VAUGHAN GRANT, SECTION 52, TOWNSHIP 3 NORTH, ALL IN RANGE 27 EAST, NASSAU COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE CENTERLINE INTERSECTION OF STATE ROAD 200/A-1-A (A VARYING RIGHT OF WAY AS SHOWN ON F.D.O.T. RIGHT OF WAY MAP SECTION 74080-2503) AND STATE ROAD 200-A/CHESTER ROAD (A 100-FOOT WIDE RIGHT OF WAY AS SHOWN ON F.D.O.T. RIGHT OF WAY MAP SECTION 74600-2150); THENCE NORTH 07°51'50" EAST, ALONG THE CENTERLINE OF SAID STATE ROAD 200-A, A DISTANCE OF 32.43 FEET TO THE CENTERLINE OF SURVEY AS SHOWN ON SAID STATE ROAD 200; THENCE WESTERLY ALONG SAID CENTERLINE OF SURVEY THE FOLLOWING THREE COURSES; COURSE 1: THENCE NORTH 72°48'59" WEST A DISTANCE OF 2,481.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 5,730.17 FEET; COURSE 2: THENCE WESTERLY ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 1,198.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 78°45'59" WEST AND A CHORD DISTANCE OF 1,194.62 FEET; COURSE 3: THENCE NORTH 84°44'59" WEST A DISTANCE OF 299.61 FEET; THENCE NORTH 05°15'01" EAST A DISTANCE OF 70.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 200; THENCE NORTH 84°44'59" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50-Feet; THENCE NORTHERLY ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 78.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 50°15'01" EAST AND A CHORD DISTANCE OF 70.71 FEET; THENCE NORTH 05°15'01" EAST A DISTANCE OF 152.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 673.55 FEET; THENCE NORTHERLY ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 275.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 06°27'43" WEST AND A CHORD DISTANCE OF 273.45 FEET; THENCE NORTH 18°10'26" WEST A DISTANCE OF 1,391.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 473.95 FEET; THENCE NORTHWESTERLY ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 377.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 40°57'56" WEST AND A CHORD DISTANCE OF 387.20 FEET; THENCE NORTH 63°45'25" WEST A DISTANCE OF 1,186.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 250-Feet; THENCE NORTHERLY ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 289.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 30°35'23" WEST AND A CHORD DISTANCE OF 273.54 FEET; THENCE NORTH 02°34'39" EAST A DISTANCE OF 140.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02°34'39" EAST A DISTANCE OF 961.42 FEET; THENCE SOUTH 75°15'44" WEST A DISTANCE OF 581.60 FEET; THENCE SOUTH 23°13'57" EAST A DISTANCE OF 193.77 FEET; THENCE SOUTH 55°53'17" WEST A DISTANCE OF 191.94 FEET; THENCE SOUTH 16°55'44" EAST A DISTANCE OF 592.75 FEET; THENCE SOUTH 87°25'21" EAST A DISTANCE OF 235.93 FEET TO THE POINT OF BEGINNING. CONTAINING 7.0 ACRES, MORE OR LESS.



LEGEND AND COLOR CODE

LAND USE	SQUARE FOOTAGE
RESIDE	5,000
WAREHOUSE/ASSEMBLY PLANTS	55,000
RETENTION POND	
PAVEMENT/PARKING	25,000
ROADWAY	12,000
UNDEVELOPED LAND	
	243,914
NATURAL	90,000

PROPOSED LAND USE MAP
SCALE: 1" = 200'

Fernandina International Tradeplex

NASSAU COUNTY, FLORIDA
OCEAN HIGHWAY AND PORT AUTHORITY
ENGINEER: HARBOR ENGINEERING COMPANY
DEVELOPER: PRENMAR INC.

AUGUST 1988

EXHIBIT "C"

EXHIBIT "D"

STIPULATION

I. PERMITTED USES

1. 61.21 acres shall be used for industrial use, and 9.10 acres for an access road. The industrial acreage shall be limited to light manufacturing, warehousing, and office space.

(a) The industrial use shall be limited to 60,000 sq. ft. and approximately 15,000 sq. ft. of office space.

II. SURROUNDING ACREAGE

1. The surrounding 300 acres, if purchased by the Ocean Highway and Port Authority or utilized by the Ocean Highway and Port Authority or Prenmar, Inc., or any of Prenmar's or the Port Authority's designated agents or the Tradeplex entity, shall be included in the PUD/DRI.

III. ACCESS ROAD

1. Arrangements shall be made for adequate right of way width, as determined by the County Engineer, for the four-laning of the access road from SR 200/A1A to the Applicant's development, when necessitated by traffic volume projections based upon traffic studies for the Applicant's development and proposed developments in the surrounding three hundred (300) acres.

IV. CURB CUTS

1. The Applicant's development and proposed developments in the surrounding three hundred (300) acres will be limited to one (1) curb lot and one (1) median cut on SR 200/A1A at the location the proposed access road intersects SR 200/A1A, as identified in the Interim Corridor Plan for SR 200/A1A between SR 107, Nassauville Road, and Lofton Creek as adopted by the Board of County Commissioners.

V. EXHIBITS

1. All Exhibits attached to the PDA, executed by the County

on December 6, 1988, and the rezoning application shall be made a part of this Ordinance.

VI. ORDINANCE 83-19

1. The provisions of Ordinance 83-19, Section 26, shall be adhered to.

VII. PRELIMINARY DEVELOPMENT PLAN

1. The uses as set forth herein shall serve as a preliminary development plan subject to further review by the Planning Council and the Board of County Commissioners.

VIII. CONSULTATIONS WITH COUNTY OFFICIALS

1. The Applicant shall regularly and routinely consult with the County Engineer, Planning and Zoning Director, Public Safety Director, and the Sheriff regarding the final development plan and include, when possible, suggestions of the aforementioned officials in all final development plant. All written recommendations of the aforementioned officials shall be provided to the Planning Council and the Board of County Commissioners.

IX. IMPACT

1. The development may impact existing infrastructure, and there is not sufficient infrastructure in place to provide adequate fire protection. The Applicant shall be subject to Impact Fees.

X. D.R.I.

This project is a Development of Regional Impact (DRI) as defined by Section 380.06, Florida Statutes. This project shall be subject to appropriate DRI reviews and procedures. Notwithstanding the adoption of this PUD Ordinance, Nassau County may consider all regional and local issues as a result of the DRI review, pursuant to Chapter 380 of the Florida Statutes. The County may amend this Ordinance to address any local or regional issue as a result of the DRI review.

XI. SPECIAL REQUIREMENTS

1. All conveyances and leases of any properties within the PUD shall contain a reference to the PUD.

2. The PUD shall be subject to permitting requirements of the various State agencies.

3. The owner of the surrounding three hundred (300) acres shall be notified of the PUD Ordinance.

4. The Developer shall provide to the County a drawing of the A1A corridor between the Amelia River and the Yulee area. The drawing shall show the existing A1A right-of-way road pavement alignment with existing median crossings, intersections of all existing streets and driveways, and abutting land parcels with their ownership, acreage, existing land use, and zoning.

5. The Developer shall provide to the County a digitized map in Autocad format of the map regarding the above of the A1A corridor between the Amelia River and the Yulee area.

6. The Developer shall provide to the County a traffic analysis of A1A from the Amelia River to the Yulee area and the proposed F.I.T. facility.

7. The Developer will at its own expense provide Nassau County with a site plan and architectural/engineering plans and a two-bay fire station to be constructed on a site near the project.

8. The Developer shall pay its proportional share of the Impact Fee Analysis and Transportation Study under the supervision of the County Engineer.

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Exhibit "E"

PRELIMINARY DEVELOPMENT AGREEMENT
FOR FERNANDINA INTERNATIONAL TRADEPLEX

This Agreement is entered into between The Ocean Highway and Port Authority ("Owner"), Prenmar, Incorporated, a Florida Corporation ("Developer"), the State of Florida, Department of Community Affairs ("Department"), Northeast Florida Regional Planning Council, and the Board of County Commissioners of Nassau County, Florida subject to all other governmental approvals and solely at the risk of the Owner and Developer.

WHEREAS, the Department is the state-land planning agency having the power and duty to exercise general supervision of the administration and enforcement of Chapter 380, Florida Statutes, which includes provisions relating to developments of regional impact (DRI); and

WHEREAS, the Department is authorized to enter into preliminary development agreements pursuant to Subsections 380.032(3) and 380.06(8), Florida Statutes, (1985) and rule 9J-2.0185, Florida Administrative Code: and

WHEREAS, the Owner and Developer represent and state that:

A. The owner is Nassau County Ocean Highway and Port Authority, which owns in fee simple absolute 61.21 acres and which is grantee of an easement consisting of 9.10 acres for ingress and egress located in Nassau County, Florida, more particularly described in Exhibit's "A" and "B" respectively to this Agreement. No other person or legal entity has any interest in said land,

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including but not limited to, rights arising out of a contract for sale for any portion of said land.

B. The Developer is Prenmar, Incorporated, a Florida corporation, authorized to do business in Florida which proposes to develop a project known as the Fernandina International Tradeplex hereinafter referred to as "the project," a fully integrated Port related Industrial Complex.

The project site is being designed with the flexibility to provide facilities for processing, assembly, storing and distributing; and, as a part of the integrated Port related facility, achieves the economy of shared support facilities such as: rail siding and switch engines, road construction and maintenance, parking area, fresh water and sewage system, electrical supply, equipment service and repair station, office space, lighting and fencing security.

Total Development plans call for 723,000 square feet (16.59 acres) of buildings for industrial and warehouse use. The additional 3.69 acres of property scheduled as open air storage is not included in the above square footage. Office space consisting of 45,000 square feet (1.03 acres) will also be constructed. Parking, roadways, drives and recreational areas have not been included in these square footages.

C. The Developer proposes to develop a portion of the Project prior to issuance of a final development order; and D. The Developer has no interest or ownership in any development or land outside of the subject project perimeter.

E. The preliminary development authorized by this Agreement is limited to lands which are suitable for development;

F. The Preliminary Development authorized by this agreement may result in some impact on the public infrastructure now in place when such development utilizes such public infrastructure; and

G. The preliminary development authorized by this Agreement will not result in material adverse impacts to existing resources or existing or planned facilities. The archaeological study and a topographical survey, are attached to provide evidence that land for this project is suitable for development. During construction of the pond, an archaeologist will be on site to observe the northwest sector for possible sites. (See letter and archaeological study from Charles Potter)

An analysis of the gopher tortoise and endangered or threatened species population has been completed for Prenmar, Inc. by Environmental Services, Inc. This analysis is included as part of this PDA and is referred to as Exhibit "F". The property contains and assumed population of gopher as defined in a report of a field study performed by Environmental Services. The property to be developed as part of the PDA will include a portion of the gopher habitat area. The total land to be developed as a result of the PDA is 21.66 acres including land for buildings, roadways, parking lots and retention ponds. The St Johns River Water Management District has approved a stormwater retention pond that will require 6.1 acres of land. The Water Management District also

requires that the pond be constructed to completion as part of the permit. The pond will be constructed in a portion of the property that was also found to contain some gopher tortoise population.

The total land to be developed as part of the completed project is slightly greater than 70 acres. Our development will be 21.66 acres in total. Further development can not and will not occur on this property until the A.D.A. is approved. The undeveloped property provides more than 48 acres of totally undisturbed land. This portion of the property will remain undeveloped, until terms of mitigation for the gopher tortoise habitat can be reached with the Fish and Game Commission. The developer plans to minimize any land development that will have adverse effect on the gopher tortoise population.

Sun Ray Utilities is currently constructing water and sewer facilities and installing piping on the south side of A-1-A which will be extended to the project at the appropriate time. The site is bordered on the north by the CSX Railway System and the Developer will provide road access to state highway A-1-A with no anticipated adverse impact on A-1-A traffic. A copy of a traffic impact analysis is attached.

4. The Developer shall provide to the County a drawing of the A1A corridor between the Amelia River and the Yulee area. The drawing shall show the existing A1A right-of-way road pavement alignment with existing median crossings, intersections of all existing streets and driveways, and abutting land parcels with their ownership, acreage, existing land use, and zoning.

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5. The Developer shall provide to the County a digitized map in Autocad format of the map regarding the above of the A1A corridor between the Amelia River and the Yulee area.

6. The Developer shall provide to the County a traffic analysis of A1A from the Amelia River to the Yulee area and the proposed F.I.T. facility.

7. The Developer will at it's own expense provide Nassau County with a site plan and architectural/engineering plans for a two bay fire station to be constructed on a site near the project.

The Developer shall be subject to any and all Impact Fees that may be adopted which are applicable to that area.

8. The Developer shall pay its proportional share of the Impact Fee Analysis and Transportation Study under the supervision of the County Engineer.

The preliminary development is absolutely essential to the ultimate viability of the total proposed development due to the fact that site and infrastructure work must begin immediately in order to meet the schedule of sewer and water installation now moving forward along the A-1-A right-of-way. No infrastructure work on the site will begin until this agreement is approved. In addition prospective tenants are anxious to get the project underway. Two such tenants have informed Prenmar Incorporated and the Ocean Highway and Port Authority that time is of the essence. Port activity is creating an urgent need for back up storage and other support facilities to be put in place as soon as possible.

NOW THEREFORE, for and in consideration of the mutual

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covenants contained herein, it is hereby understood and agreed:

1. The Developer and Owner assert and warrant that all the representations and statements concerning the Project made to the Department and contained in this Agreement are true, accurate, and complete. Based upon said representation and statements, the Department concludes that this Agreement is in the best interest of the State, is beneficial to the Department in its role as the state agency with the responsibility for the administration and enforcement of Chapter 380, Florida Statutes, and reasonably applies and effectuates the provisions and purposes of Chapter 380, Florida Statutes.

2. The Project is a development of regional impact (DRI) as defined by Section 380.06, Florida Statutes. Within 45 days from the date of execution of this agreement, the Developer shall meet with the Northeast Florida Regional Planning Council for the preapplication conference required by Sub Section 380.06(7), Florida Statutes, (1987). Within three months from the date of execution of this Agreement, the Developer shall file an application for development approval (ADA) for the entire Project, which shall include the land described in Exhibit "A" and "B". The ADA shall assess all the impacts associated with the entire development of the Project, including the preliminary development authorized by this Agreement.

3. Time is of the essence. Failure to file the ADA, or to otherwise diligently proceed in good faith to obtain a final development order shall constitute a breach, the Developer and

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Owner shall immediately cease all development of the Project, including the preliminary development authorized by this Agreement.

4. The Developer may undertake the following preliminary development after the date of execution of this Agreement and prior to issuance of a final development order:

The Preliminary Development site location is shown on the attached Exhibit "C". Exhibit "D-1" indicates where preliminary development may occur. Exhibit "D-2" provides a legal description of the area authorized for Preliminary Development by this agreement. The Preliminary Development authorized by this agreement is limited to the following:

A. The total area of the industrial building will be approximately 65,000 square feet or (1.49) acres more or less. Approximately 150 parking spaces will be provided for employees and plant visitors. No open air storage is proposed for this site at this time. Truck pavement, car park pavement and all drive areas plus the entrance road is approximately 315,000 square feet or (7.23) acres more or less

B. The office square footage proposed is approximately 5,000 square feet or (0.11) acres. All parking spaces and other pavement areas to service the office has been included above in part 4-A.

C. The retention pond for the entire development will be installed as part of the PDA. The retention pond will be approximately 6.1 acres. Storm sewers will collect the storm water runoff and deliver the water to the pond for percolation and treatment. Water and sewer service mains to serve the entire

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development will be placed in the road right of way. All connections to the building will connect to the water and sewer mains. The roadway as mentioned above will also be included as part of the initial construction.

D. All other lands are to remain undeveloped and no other development, as defined by Section 380.04, Florida Statutes, shall occur until such time as a final development order is approved for the Project in its entirety. In the event of a breach of this paragraph, the Developer and Owner shall immediately cease all development of the Project, including the preliminary development authorized by this final development order.

5. The preliminary development authorized by this Agreement is not more than 25% of any applicable numerical guideline and standard. The Developer has demonstrated that the preliminary development is in the best interest of the state and local government, and is essential to the ultimate viability of the Project. The total proposed development is an industrial complex to serve the Nassau County area. The complex will consist of nine warehouse buildings arranged in a convenient manner to receive truck or rail car deliveries. The complex will also support a commercial office building for the development.

6. The current land use for the PDA area is designated Open Rural (OR). Nassau County has received a PUD proposal which will effectively change the land use to industrial and commercial lands. The PUD has been tabled from action until the PDA is approved. A copy of the PUD is included with this agreement.

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7. This small and isolated wetland strip will fall under COE and SJRWJ jurisdiction, however permits for a crossing will be required from COE, DER and SJRWJ according to Environmental Services, Inc's assessment. A copy of their report is attached and referred to as Exhibit "E". This strip identified in the PUD is to be crossed by the entrance road. The width of the strip is less than 100 feet and the width of the right of way is also 100 feet, therefore the total area affected is 10,000 square feet more or less. The issue of Wetlands Jurisdiction was approved through all regulating agencies. Attached in Exhibit "E" are copies of those permits that were obtained. The property was specifically selected to exclude wetlands from the purchase of the land. The issue of wetlands will be discussed as required in further detail in the A.D.A.

8. One structure is proposed for the PDA. The building will be an assembly building for automobiles. The building is to be 70,000 square feet total with 65,000 square feet dedicated to the assembly area and 5,000 square feet will be dedicated to offices. All structures will meet the latest county requirement for construction. The structures proposed for the PDA as classified by the Standard Industrial Classification System (SIC) as developed by the U. S. Office of Management and Budget is 3711-Motor Vehicles and Passenger Car Bodies.

9. There are no plans for storing or handling hazardous waste at the site. The development will be used for shipping, storing and clean industrial processing.

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10. The Developer and the owner shall not claim vested rights, or assert equitable estoppel, arising from this Agreement or any expenditures or actions taken in reliance on this Agreement to continue with the total proposed development beyond the preliminary development. This Agreement shall not entitle the Developer or the Owner to a final DRI development order approving the total proposed development nor to any particular conditions in the final development order.

11. In the event of a breach of this Agreement or failure to comply with any condition of this Agreement, or if this Agreement is based upon materially inaccurate information, the Department may terminate this Agreement or file suit to enforce this Agreement as provided in Sections 380.06 and 380.11, Florida Statutes, including a suit to enjoin all development. The prevailing party in any administrative, judicial or appellate proceeding arising from this Agreement shall be entitled to an award of reasonable attorney's fees, court costs and the cost of investigation.

12. Nothing in this Agreement shall constitute a waiver by any party of the right to appeal any development order pursuant to Section 380.07, Florida Statutes.

13. The restrictions and conditions of the final development order issued pursuant to Chapter 380, Florida Statutes, shall supersede the restrictions and conditions upon development of this Agreement.

14. This Agreement affects the rights and obligations of the parties under Chapter 380, Florida Statutes. It is not intended

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to determine or influence the authority or decisions of any other state or local government or agency in the issuance of any other permits or approvals which might be required by state law or local ordinance for any development authorized by this Agreement. This Agreement shall not prohibit the regional planning agency from reviewing or commenting on any regional issue that the regional planning agency determines should be included in the regional planning agency's report on the ADA.

15. The terms and conditions of this Agreement shall insure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto. The Developer and Owner shall ensure and provide that any successor in interest in and to any lands or parcels affected by this Agreement is bound by the terms of this Agreement. The Developer shall record a Notice of this Agreement which complies with Subparagraph 380.06(8)(a)10., Florida Statutes, in the Official Records of Nassau County, Florida, and shall provide the Department with a copy of the recorded Notice including Book and Page Number within two (2) weeks of the date of execution of this Agreement.

16. The date of execution of this Agreement shall be the date that the last party signs and acknowledges this Agreement.

Signed, sealed and delivered
in the presence of:

Brenda L. Stinson

Ocean Highway and Port
Authority, Nassau County

By: E. E. Lasserre
E. E. Lasserre, Chairman

Brenda G. Davis
As to Ocean Highway and Port
Authority, Nassau County

Attest:

By: Nick D. Deonas
Nick D. Deonas, Secretary/
Treasurer

"Owner"

STATE OF FLORIDA)
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 27th
day of Nov, 1988, by E. E. LASSERRE and Nick Deonas, who are
the Chairman and Secretary, respectively, of Ocean Highway and Port
Authority Nassau County on behalf of said Authority.

Brenda G. Davis
Notary Public, State of
Florida at Large

My Commission Expires:

My Commission Expires
Dec 31, 1989
[Signature]

Prenmar, Incorporated

By: Carl G. Prendergast
Carl G. Prendergast,
President

Attest:

By: Frances P. Prendergast
Frances P. Prendergast

Brenda G. Davis
Brenda G. Davis
As to Prenmar, Incorporated

Secretary

(S E A L)

"Developer"

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STATE OF FLORIDA)
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 1 day of Nov, 1988, by CARL G. PRENDERGAST and FRANCES P. PRENDERGAST, who are the President and Secretary, respectively, of Prenmar, Incorporated a Florida Corporation, on behalf of said Corporation.

Linda Sear
Notary Public, State of
Florida at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires: 12/31/91
Bonded To: State of Florida

STATE OF FLORIDA, DEPARTMENT
OF COMMUNITY AFFAIRS

By: _____

As to State of Florida,
Department of Community Affairs

(S E A L)

"Department"

Approved as to form and
legal sufficiency:

Attorney, Department of
Community Affairs

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STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this _____ day of _____, 1988, by _____ who is the _____ of the STATE OF FLORIDA, DEPARTMENT OF COMMUNITY AFFAIRS, on behalf of said Department.

Notary Public, State of
Florida at Large

My Commission Expires:

NORTHEAST FLORIDA REGIONAL
PLANNING COUNCIL

By: _____

Attest:

As to Northeast Florida
Regional Planning Council

By: _____

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this _____ day of _____, 1988, by _____ who are the _____ and _____, respectively, of NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL, a Florida Corporation, on behalf said Council.

Notary Public, State of
Florida at Large

My Commission Expires:

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BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY

Chairman

By: _____
James E. Testone

As to Board of County
Commissioners of Nassau County

Attest:

By: T. J. Greeson, by J. Carson D.C.
T. J. Greeson, Clerk

STATE OF FLORIDA)
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 6th
day of December, 1988, by JAMES E. TESTONE and T.J. GREESON,
who are the Chairman and Clerk, respectively, of the BOARD OF COUNTY
COMMISSIONERS OF NASSAU COUNTY, on behalf of said Board.

Margie J. Armstrong
Notary Public, State of
Florida at Large

My Commission Expires:

MARGIE J. ARMSTRONG, NOTARY PUBLIC
THE STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 11-02-91