

**FOURTH AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN
CLAY COUNTY, FLORIDA,
AND
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,
AND
EAGLE HARBOR AT FLEMING ISLAND JOINT VENTURE,
a Florida Joint Venture**

This Amendment to the Interlocal Agreement captioned above (hereinafter referred to as "Amendment to Agreement") is made and executed as of this _____ day of _____, 2012, by and among **CLAY COUNTY, a political subdivision of the State of Florida (hereinafter the "COUNTY")**, **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA (hereinafter the "SCHOOL BOARD")**, and **EAGLE HARBOR AT FLEMING ISLAND JOINT VENTURE, a Florida Joint Venture (hereinafter "EAGLE HARBOR")**.

Recitals

WHEREAS, the parties entered into a Third Amendment to Interlocal Agreement on November 9, 2004, and

WHEREAS, as of the effective date of said agreement, **EAGLE HARBOR** had certified the amount of development credits against impact fees to which **EAGLE HARBOR** was entitled, which amount was \$877,123.00, and

WHEREAS, development credits have been allocated for use and also have continued to accumulate, creating a need for recertification of development credits, and

WHEREAS, as of November 30, 2012, **EAGLE HARBOR** has certified the amount of development credits against impact fees to which **EAGLE HARBOR** is entitled to be \$9,553,427.00, and

WHEREAS, the terms of said agreement require that it be amended to reflect the amount of development credit to which **EAGLE HARBOR** is entitled, and

WHEREAS, by approval of the **COUNTY**, the **SCHOOL BOARD**, and **EAGLE HARBOR**, the amount of the development credit has been determined to be \$9,553,427.00.

NOW, THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

1. The amount of development credit to which **EAGLE HARBOR** is entitled is established in the sum of \$9,553,427.00.

2. The development credit established in paragraph 1 shall be credited against the imposition of school impact fees assessed against any new residential development within the confines of **THE CROSSINGS** and for which new residential development a building permit is issued on or after January 1, 2013. **EAGLE HARBOR** has the right to identify the new residential development to which the credit will be applied.

3. This Amendment shall be deemed effective as of the execution by all parties.

4. Except as amended pursuant to this Amendment, the Agreement remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year below written.

**CLAY COUNTY, a political subdivision
of the State of Florida, by its Board
of County Commissioners**

By _____
CHERESE STEWART
Its Chairman

DATED: _____

ATTEST:

By _____
STEPHANIE KOPELOUSOS
County Manager and Clerk of the Board

APPROVED ON BEHALF OF CLAY
COUNTY AS TO FORM AND LEGAL
SUFFICIENCY ONLY

By _____
MARK H. SCRUBY
County Attorney

**THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

By _____
CAROL Y. STUDDARD, its Chairperson

DATED: _____

ATTEST:

By _____
CHARLES E. VAN ZANT, JR.
Superintendent of Schools
Clay County, Florida

APPROVED ON BEHALF OF THE SCHOOL
BOARD AS TO FORM AND LEGAL
SUFFICIENCY ONLY

By _____
J. BRUCE BICKNER
School Board Attorney

**EAGLE HARBOR AT FLEMING ISLAND JOINT
VENTURE, a Florida Joint Venture**

By: NORTHWEST CROSSINGS CORPORATION,
a Delaware corporation, a
joint venturer

By _____

Its President

DATED: _____

By: EAST WEST PARTNER OF JACKSONVILLE
LIMITED PARTNERSHIP, a Virginia
limited partnership, a joint venturer

By _____

DATED: _____

Its President