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July 30, 1997

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PLEASE REPLY TO:
JACKSONVILLE

Mr. Michael Mullin
General Counsel
Nassau County Florida
P.O. Box 1563
Fernandina Beach, FL 32034

Re: Agreement between Ms. Drawbond and White Oak Plantation

Dear Mr. Mullin:

Enclosed is a copy of the language agreed to before County Commissioners on Tuesday, July 22, 1997. Please call me if you have any questions.

Sincerely,



Steve Diebenow

SD:cmd
Enclosures

cc: Mr. Howard Landers

sd\drawbond\mullins.ltr

Ms. Drawbond will not object to the relocation of Sandy Bluff Road provided that: 1) conditions 1 through 17 below are approved by the Board of County Commissioners; and, 2) the conditions will be incorporated in and properly recorded with the new maintenance map prior to the relocation of existing Sandy Bluff Road.

1. Wherever there is a reference to Ms. Drawbond or the Drawbond's, it also refers to any successors in title to the Drawbond property.
2. "Replacement road" is defined as the new road to be constructed by White Oak Plantation (hereinafter "White Oak") and includes the portions of existing Sandy Bluff Road described in Paragraphs 4 and 5 below.
3. White Oak will construct the "replacement road", using a material mix approved by the County Public Works Director. The "replacement road" will be constructed at a quality equal to or better than the existing Sandy Bluff Road and to a standard that is acceptable to the County Public Works Director. The elevation of the "replacement road" will be no less than three (3) feet above grade.
4. The "replacement road" will join the northern portion of existing Sandy Bluff Road, which will remain in place, extending north to its current end near the Drawbond's home. White Oak will clear and open two culverts that currently extend under this northern portion of existing Sandy Bluff Road. Subsequently these two culverts will be inspected by the County Public Works Director who will determine whether the culverts need replacing, repairing or upgrading. If needed, the County or White Oak will replace, repair or upgrade the culverts as directed by the County Public Works Director.
5. The "replacement road" will join the northern portion of existing Sandy Bluff Road, which will remain in place, extending south to the southwest corner of the Drawbond's property where White Oak will provide a turnaround for mail delivery based on existing alignment and within the sixty (60) foot corridor subject to the approval of the Public Works Director.

6. White Oak will maintain an unobstructed corridor sixty feet in width along the entire "replacement road" and remaining portions of existing Sandy Bluff Road to assure the availability of an adequate right-of-way.
7. White Oak will repair any damage to the "replacement road" caused by severe weather as soon as physically expedient. If White Oak does not repair the damage caused by severe weather, the County Public Works Director will be advised, and the County Public Works Director will insure that the repair work is addressed as soon as practicable. If the County Road Department is utilized for any storm damage repair, White Oak shall reimburse the County for any and all costs incurred within thirty (30) days of invoicing.
8. White Oak will provide an emergency exit route to Drawbond, as an alternative to the "replacement road," upon completion of the golf course.
9. Any problems with the maintenance of the "replacement road" may be reported in writing to the Public Works Director, who will maintain copies of these written reports.
10. White Oak will dedicate the "replacement road" to the County upon receipt of a formal request from the County, consisting of a written request by the County Public Works Director and approval by the Board of County Commissioners.
11. White Oak agrees to maintain this "replacement road" to County standards, including grading the road and "pulling" the ditches on the normal County grader schedule and trimming all brush to the back of the ditches, at least quarterly, until such time as the County requests the road to be dedicated. At such time, White Oak shall have the option of making minor adjustments in the alignment of the "replacement road", at White Oak's expense, that will make it more suitable for general public use.

12. White Oak will obtain all permits associated with the construction of the "replacement road." White Oak will provide copies of all permit applications to the County Public Works Director and Ms. Drawbond, including any applications submitted to the Saint Johns River Water Management District and the U.S. Army Corps of Engineers.
13. White Oak will be responsible for obtaining relocation of electrical power and telephone services that are provided in the present road alignments.
14. White Oak will execute access agreements with all affected property owners that presently use White Oak Road, east of the "replacement road" location, before moving the West Gate House to its new location, east of the intersection of White Oak Road and the "replacement road." White Oak assures that the Drawbond's, their friends, relatives and visitors will not be restricted in any way by the placement and operation of the West Gate House.
15. Upon completion of the "replacement road" and its acceptance by the County Public Works Director, White Oak will survey the road and provide a new Maintenance Map that will be recorded and replace the Maintenance Map, White Oak Road and Sandy Bluff Road, Nassau County, Florida, as recorded at Plat Book 6, Pages 73-76.
16. White Oak will not seek to close the southern portion of existing Sandy Bluff Road until the "replacement road" is accepted by the County Public Works Director as complete, and the "replacement road" Maintenance Map and these conditions have been approved by the Board of County Commissioners and properly recorded.
17. The County confirms its commitment to maintain the "replacement road" if White Oak fails to do so at any time.