

OCT 2 1998

AGREEMENT

OFFICIAL RECORDS

R28.50

THIS AGREEMENT is entered into on the 14 day of July, 1998, by and between WHITE OAK PLANTATION ("White Oak"), and THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA (the "County").

WHEREAS, the County recorded a Maintenance Map in the Official Records of Nassau County on July 2, 1997, that includes Sandy Bluff Road; and

WHEREAS, White Oak petitioned the County for permission to replace a portion of Sandy Bluff Road for purposes of expanding its golf course facilities; and

WHEREAS, the County, on July 22, 1997, agreed to allow White Oak to replace a portion of Sandy Bluff Road with a new road, and conditioned said approval to a seventeen point agreement, attached as Exhibit A and made a part hereof, between White Oak and Ms Drawbond defining conditions under which White Oak would construct and maintain the replacement road and would otherwise provide access to the Drawbond property; and

WHEREAS, White Oak has completed construction and surveying of the new road; and

WHEREAS, the County's Director of Public Works has inspected the replacement road and found that it has been constructed in conformance with the conditions of Exhibit A and County road standards, and recommended approval of the replacement road to the Board of County Commissioners by his memorandum of July 7, 1998, attached as Exhibit B and made a part hereof.

THEREFORE, in consideration of the covenants made herein and the performance thereof, the parties hereby agree as follows:

1. White Oak is hereby authorized by the County to remove the existing segment of Sandy Bluff Road as requested.
2. White Oak agrees to maintain the replacement road ^{TO COUNTY STANDARDS} and provide access for the Drawbond property according to the applicable conditions of Exhibit A.
3. White Oak will provide a new Maintenance Map prepared by a registered surveyor as required by applicable conditions of Exhibit A.
4. Upon proper execution of this Agreement, the County will record this Agreement and the new Maintenance Map in the Official Records of Nassau County and provide certified copies of both to White Oak and Ms Drawbond.

IN WITNESS THEREOF, this Agreement has been duly executed as follows:

WHITE OAK PLANTATION

By: John Lukas
Name John Lukas
Its General Director

Date: June 24, 1998

* Gene Joyce

+++++

My Commission Number is: 503215
My Commission Expires: Nov. 5, 1999
Notary Public, State of Florida
Name: MARGIE J. ARMSTRONG



The foregoing instrument was acknowledged before me this 13th day of July, 1998, by Chris Kirkland, Chair, Board of County Commissioners, on behalf of Nassau County, who is personally known to me or has produced _____ as identification.

STATE OF FLORIDA
COUNTY OF NASSAU

My Commission Expires: My Commission Expires Dec. 17, 2000
Notary Public, Charlton County, Georgia
Name: Sylvia A. Staley

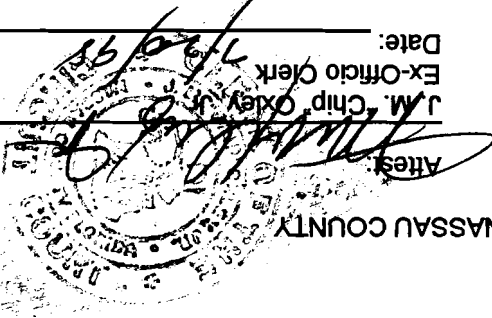
Notary Public, State of Florida
Name: Sylvia A. Staley

The foregoing instrument was acknowledged before me this 24th day of July, 1998, by John J. ... on behalf of White Oak Plantation, who is personally known to me or has produced _____ as identification.

STATE OF FLORIDA
COUNTY OF NASSAU

Approved as to Form by the Nassau County Attorney:
Michael S. Mullin

Attest:
J. M. Chip Oxley, Jr.
Ex-Officio Clerk
Date: 7/14/98



By: Chris Kirkland
Chairman
Date: 7/14/98

THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY

OFFICIAL RECORDS
BK085160194

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.

HILLIARD
(904) 845-3610
FAX (904) 845-1230

TOLL FREE
1-800-264-2065 1-800-948-3364

FERNANDINA
(904) 321-5765 OR 321-5760
FAX (904) 321-5763

SO OCT - 2 PM 3:01A

9823973

Staff recommends that the Board of County Commissioners approve the relocated roadway and the transfer of prescriptive right to the realigned roadway. This acceptance of the realigned roadway and the transfer of prescriptive right in no way affects the county's interest in White Oak Road.

Recommendation:

Please be advised that Sandy Bluff Road (a prescriptive right-of-way) has been relocated westward and constructed in accordance with county roadway standards. Said relocated roadway shall serve as ingress/egress to the residential property(s) north of the proposed White Oak Plantation Golf Course project. By the county accepting the realignment of Sandy Bluff Road the county is transferring its prescriptive right to said roadway. The relocated roadway will be maintained to county standards by White Oak Plantation as stipulated in an earlier agreement with the Board of County Commissioners.

Background:

TO : Chris Kirkland, Chairman
FROM : Jack J. D'Amato, Public Works Director
DATE : July 7, 1998
SUBJECT : Sandy Bluff Road Relocation

MEMORANDUM

Jack D'Amato, Jr., PE
Director of Public Works
Gary R. Larson, CBO
Building Official
John H. Meier, PE
Civil Engineer
Douglas Correa
Senior Planner
Edward E. Doughty, PE
Road & Bridge Superintendent

OFFICIAL RECORDS
BK 0851 PG 0198

Nassau County Public Works Department
2290 State Road 200
Fernandina Beach, Florida 32034-3056





NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
John A. Crawford
Pete Cooper
Chris Kirkland
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

October 5, 1998

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Mr. Herb Cobb
White Oak Plantation
3823 Owens Road
Yulee, FL 32097

Dear Mr. Cobb:

Enclosed please find a copy of the recorded Agreement between Nassau County and White Oak Plantation regarding the maintenance of Sandy Bluff Road.

The maintenance map is now a part of the Nassau County public records. If you would like a copy of same, you may obtain a copy by contacting the Recording Department at (904) 321-5714 and requesting a copy of the maintenance map which is recorded in Plat Book 6, Page 132-134. The fee for the copy will be \$15.00.

If this office can be of any further assistance, do not hesitate to contact me.

Sincerely yours,

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

JMO:jb

(904) 225-2610 Board Room; 321-5703, 879-1029, (800) 958-3496

An Affirmative Action / Equal Opportunity Employer

AGREEMENT

THIS AGREEMENT is entered into on the 19th day of July, 1998, by and between WHITE OAK PLANTATION ("White Oak"), and THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA (the "County").

WHEREAS, the County recorded a Maintenance Map in the Official Records of Nassau County on July 2, 1997, that includes Sandy Bluff Road; and

WHEREAS, White Oak petitioned the County for permission to replace a portion of Sandy Bluff Road for purposes of expanding its golf course facilities; and

WHEREAS, the County, on July 22, 1997, agreed to allow White Oak to replace a portion of Sandy Bluff Road with a new road, and conditioned said approval to a seventeen point agreement, attached as Exhibit A and made a part hereof, between White Oak and Ms Drawbond defining conditions under which White Oak would construct and maintain the replacement road and would otherwise provide access to the Drawbond property; and

WHEREAS, White Oak has completed construction and surveying of the new road; and

WHEREAS, the County's Director of Public Works has inspected the replacement road and found that it has been constructed in conformance with the conditions of Exhibit A and County road standards, and recommended approval of the replacement road to the Board of County Commissioners by his memorandum of July 7, 1998, attached as Exhibit B and made a part hereof.

THEREFORE, in consideration of the covenants made herein and the performance thereof, the parties hereby agree as follows:

1. White Oak is hereby authorized by the County to remove the existing segment of Sandy Bluff Road as requested.
2. White Oak agrees to maintain the replacement road ^{TO COUNTY STANDARDS} and provide access for the Drawbond property according to the applicable conditions of Exhibit A.
3. White Oak will provide a new Maintenance Map prepared by a registered surveyor as required by applicable conditions of Exhibit A.
4. Upon proper execution of this Agreement, the County will record this Agreement and the new Maintenance Map in the Official Records of Nassau County and provide certified copies of both to White Oak and Ms Drawbond.

IN WITNESS THEREOF, this Agreement has been duly executed as follows:

WHITE OAK PLANTATION

By: John Lukas
Name John Lukas
Its General Director

Date: June 24, 1998

+++++

My Commission Expires Nov. 5, 1999
 My Commission Number is: 603215
 Notary Public, State of Florida
 Name: MARGIE J. ARMSTRONG
 Notary Public, State of Florida



Margie J. Armstrong
 Notary Public, State of Florida

The foregoing instrument was acknowledged before me this 13th day of July, 1998, by Chris Kirkland, Chair, Board of County Commissioners, on behalf of Nassau County, who is personally known to me or has produced _____ as identification.

STATE OF FLORIDA
 COUNTY OF NASSAU

My Commission Expires: My Commission Expires Dec. 17, 2000
 My Commission Number is: _____
 Notary Public, Charlton County, Georgia
 Name: Sylvia A. Staley
 Notary Public, State of Florida

Sylvia A. Staley
 Notary Public, State of Florida

The foregoing instrument was acknowledged before me this 24 day of July, 1998, by John L. Kirkland on behalf of White Oak Plantation, who is personally known to me or has produced _____ as identification.

STATE OF FLORIDA
 COUNTY OF NASSAU

Michael S. Mullin
 Approved as to Form by the Nassau County Attorney:

Attest: *[Signature]*
 J. M. "Chip" Oxley, Jr.
 Ex-Officio Clerk
 Date: 7/20/98

By: *[Signature]*
 Chris Kirkland
 Chairman
 Date: 7/14/98

THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY

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.

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17. The County confirms its commitment to maintain the "replacement road" if White Oak fails to do so at any time.



Nassau County Public Works Department
 2290 State Road 200
 Fort Lauderdale Beach, Florida 33334-3056

EXHIBIT B

Jack D'Amato, Jr., PE
 Director of Public Works
 Gary R. Larson, CBO
 Building Official
 John H. Meier, PE
 Civil Engineer
 Douglas Corbin
 Senior Planner
 Edward E. Dougherty, PE
 Road & Bridge Superintendent

MEMORANDUM

TO : Chris Kirkland, Chairman

FROM : Jack J. D'Amato, Public Works Director

DATE : July 7, 1998

SUBJECT : Sandy Blvd Road Relocation

Background:

Please be advised that Sandy Blvd Road (a prescriptive right-of-way) has been relocated westward and constructed in accordance with county roadway standards. Said relocated roadway shall serve as ingress/egress to the residential property(s) north of the proposed White Oak Plantation Golf Course project. By the county accepting the realignment of Sandy Blvd Road the county is transferring its prescriptive right to said roadway. The relocated roadway will be maintained to county standards by White Oak Plantation as stipulated in an earlier agreement with the Board of County Commissioners.

Recommendation:

Staff recommends that the Board of County Commissioners approve the relocated roadway and the transfer of prescriptive right to the realigned roadway. This acceptance of the realigned roadway and the transfer of prescriptive right in no way affects the county's interest in White Oak Road.

FERNANDINA
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