

Give TO Joyce

SK 0868260855  
OFFICIAL RECORDS

FEB 18 1999

R.114.88

NASSAU PARTNERS-RAYLAND DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, made this 25th day of January, 1999, by and between **RAYLAND COMPANY**, a Florida corporation ("Rayland"), **NASSAU PARTNERS, LTD.**, a Florida limited partnership, its heirs, successors, or assigns (the "Partnership"), and **NASSAU COUNTY**, a political subdivision of the State of Florida (the "County").

W I T N E S S E T H:

WHEREAS, Rayland and Partnership each own portions of the land consisting of 716 acres described in Exhibit A attached hereto (the "Property"), which is the subject of an Application for Comprehensive Plan Amendment, and;

WHEREAS, Partnership owns the portion of the Property consisting of 347 acres described on Exhibit B of which 310 acres is the subject of an application for zoning approval as a Planned Unit Development ("PUD Property"), as further depicted on the PUD map attached as Exhibit C, with up to 550 single family residential units at a net density of 1.85 units/acre, up to 120,000 square feet of neighborhood commercial space on 12 acres (the "Proposed Development") and the remaining 37 acres is an out parcel along Edwards Road isolated from the PUD Property by wetlands which will be developed with up to 37 single family units ("Future Development");

WHEREAS, the balance of the Property consisting of 369 acres exclusive of that which is described in Exhibit B which is owned by

BK 0868 PG 0856  
OFFICIAL RECORD

Rayland is also intended to be developed in the future ("Rayland Development") but no plans exist at the present time;

WHEREAS, the Property is located at a strategic and rapidly growing node at the intersection of Interstate 95 and SR 200 which is compatible with the County's Comprehensive Planning Policies 1.06.03 and 1.02 to promote compact growth with urban development areas by establishing mixed-use nodal development at this location and to promote compatibility with surrounding land uses;

WHEREAS, the development of the Property would provide residential units as housing opportunities for employees at the new community college campus, County Jail, and other new business in the vicinity;

WHEREAS, County wishes to insure that no development occurs which creates impacts which would be regionally significant to Interstate 95 or which would cause either State Road 200 or U. S. 17 to fall below an acceptable Level of Service;

WHEREAS, County has determined that no other roadway links will be adversely affected by the Proposed Development subject to the application of the conditions precedent as set forth in Paragraph 2 herein;

WHEREAS, the Proposed Development will include an 8 acre active recreation area and 65 acres of passive recreation/open space;

WHEREAS, water and sewer service for the Proposed Development is available from private utility companies; drainage shall be provided by the Partnership; solid waste shall be provided by the

SK 0868-0857  
OFFICIAL RECORDS

County; recreation shall be provided by the Partnership; and education shall be provided by the School Board of Nassau County;

Public Facility Schedule

The following public facilities will serve the development proposed for the Property through the 10 years of the Development Agreement to 2009.

- (1) Transportation - this Development Agreement meets the requirements of Section 163.3180 (2) F.S. regarding the provision of roads. The Partnership has limited its development to construction resulting in only those impacts which can be handled by presently existing roadway links without causing a regional significance to Interstate 95 or causing the level of service on State Road 200 and other affected links (i.e. U. S. 17) to fall below an acceptable level of service. At such time as the available capacity has been utilized, construction will cease until improvements needed for further construction are scheduled within the first three years of the Five Year Work Program of the Florida Department of Transportation (i.e. funded) or the County's Five Year Capital Improvement Program.
- (2) Potable Water and Sanitary Sewer - United Water Services will provide adequate water and wastewater service to the Proposed Development in accordance with the phasing schedule as set forth in the Development Agreement on pages 7 and 8, Section 2.
- (3) Solid Waste - The County owns and operates the County's landfill. It will have sufficient space to accommodate the solid waste generated by the development of the Property through 2009.
- (4) Drainage - The Partnership, Rayland, their successors and assigns, shall provide drainage in accordance with the St. Johns River Water Management District and the County regulations, consistent with the phasing schedule as set forth in the Development Agreement, pages 7 and 8, Section 2.
- (5) Education - The School District reports the schools in the County's southern section, in which the Property is located, will have space to accommodate the pupils generated by the development on the Property.

- (6) Parks - Through 2009, the County's plans for recreational acreage both active and passive meet the adopted Level of Service Standard. The Proposed Development generates 7.0 acres of demand for active recreation and 39 acres of demand for passive recreation. The Proposed Development's PUD application reflects plans for 8 acres of active recreation and 65 acres of open space/passive recreation, exceeding the County's Level of Service standards for the Proposed Development.
- (7) Health Systems and Facilities - The County projects that it will have sufficient hospital beds through 2009.

WHEREAS, the Partnership seeks concurrency approval for roads, recreation, and solid waste for the Proposed Development consisting of a total of 550 single family units and 120,000 square feet of neighborhood commercial space subject to the conditions precedent as set forth in Paragraph 2 herein;

WHEREAS, the Partnership and Rayland wish to enter into this Agreement for the purposes of setting forth the conditions under which development on the Property may occur;

WHEREAS, the Partnership and Rayland are executing this Agreement for a period of up to ten years to provide the County assurances of quality residential development in a sensitively planned community at a strategically located mixed use node by meeting or exceeding comprehensive planning policies by targeting development to availability of infrastructure.

WHEREAS, the County acknowledges Proposed and Future Development meet the goals and policies of the Nassau County Comprehensive Plan and Future Land Use Map as amended by the concurrent amendment with this Development Agreement;

WHEREAS, the County acknowledges that the Proposed and Future Development provides much needed residential development at a rapidly developing node and that such residential development, by providing housing opportunities in proximity to employment bases on a phased basis, which will be instrumental in limiting traffic impacts within the development node;

WHEREAS, the County deems it to be in the public interest to recognize the benefits of the Proposed Development;

WHEREAS, upon approval of this Development Agreement, the Comprehensive Plan Amendment and the PUD Application, County will be deemed to have issued concurrency approval pursuant to the Phasing Schedule set forth on pages 7 and 8, Section 2 subject to the conditions precedent as set forth in Paragraph 2 herein;

WHEREAS, the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243, Florida Statutes (the "Act"), authorizes local governments to enter into development agreements with developers to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements;

WHEREAS, the "Act" authorizes agreements for up to ten years and considered for an extension upon a showing of cause at a public hearing;

WHEREAS, the County's ordinances permit execution of such Development Agreement;

WHEREAS, such Development Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning and reduces the costs of development;

WHEREAS, the construction of the Proposed Development will be of significant economic benefit to the citizens of the County by providing new jobs in the commercial areas and housing opportunities in proximity to employment bases and will substantially augment the ad valorem tax base of the County, enhancing the quality of life.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing statements are true and correct and incorporated herein by reference as Findings of Fact.

2. Purpose, Conditions Precedent to Development. The purpose of this Development Agreement is as follows:

To authorize any owner of the Property to construct any portion or all of the Proposed Development at any time during the

BK 0868 PG 0861

OFFICIAL RECORD

term of this agreement subject to the following conditions ("Conditions Precedent"):

Prior to the generation of 620 external p.m. peak hour trips,

a. the 6-laning of Interstate 95 from the Duval County Line to the Georgia State Line shall be under construction or scheduled for construction within the first three years of the FDOT's Five Year Work Program. In the alternative, the Developer may at his option, conduct a traffic study to determine if the project significantly impacts I-95 which shall be deemed to mean contributes project traffic equal to five percent of the maximum adopted service volume. The study shall forecast the number of trips which would have to be generated by the Proposed Development cumulatively to meet this threshold ("First Threshold") and upon acceptance of the study by the county, development can proceed up to the First Threshold, and

b. the four laning of State Road 200/AIA from Callahan to Interstate 95 shall be under construction or scheduled for construction within the first three years of the FDOT's Five Year Work Program. In the alternative, the Developer may, at his option, conduct a traffic study to determine if State Road 200/AIA is operating at an acceptable level of service. The study shall forecast the number of trips which would have to be generated by the Proposed Development cumulatively to meet this threshold ("Second Threshold") and upon acceptance of the study by the county, development can proceed up to the Second Threshold.

Notwithstanding the foregoing, the parties acknowledge that (i) a zoning change will need to be approved for the Rayland Development prior to any development for that parcel and (ii) this Development Agreement does not convey any concurrency approvals for the Rayland Development or the Future Development. The PUD approval that is pending for the Proposed Development contemplates the following timing for its build out:

Phase I 1999-2003

450 single family units  
15,000 square feet of neighborhood commercial

BK0868PG0862  
OFFICIAL RECORDS

Phase II 2004-2009

100 single family units  
105,000 square feet of neighborhood commercial

The amendment of the PUD ordinance for the Proposed Development from time to time, or approval to construct Future Development which does not increase the transportation impacts substantially beyond the First or Second Threshold with the limitations as set forth above shall not affect the validity or vary the terms of this agreement. In the event of any amendment to the PUD ordinance for the Proposed Development which substantially increases such transportation impacts above the First or Second Thresholds as set forth herein, then this agreement shall not be effective as to the additional units or square feet causing the increased impacts.

3. Partnership and Rayland Obligations and Consideration.

Partnership and Rayland hereby covenant and agree to the following commitments which are necessary to properly provide for impacts caused by the above referenced development:

(a) Partnership has conducted a traffic study of the transportation system in central Nassau County for the benefit of the County to determine available capacity and infrastructure needs for this area for the future.

(b) The Plummer's Creek wetlands system as mapped on the Future Land Use Map and as validated by the St. Johns River Water Management District shall be protected by establishing a buffer averaging fifty (50) feet in depth but no less than twenty five (25) feet in depth. Other jurisdictional wetlands on the Property

will be protected in accordance with the requirements of the St. Johns River Water Management District.

(c) Partnership and Rayland shall obtain all permits necessary to develop the Property and shall comply with all rules, regulations, laws, and other requirements governing development of the Property.

4. County Obligations.

(a) By executing this Development Agreement, the County hereby issues to Partnership, its heirs, successors or assigns, authority to take action to proceed with the construction of 550 single family units and 120,000 square feet of commercial space as Proposed Development on the Exhibit B Property contingent upon meeting the Conditions Precedent and receipt by Partnership, its heirs, successors or assigns of concurrency approval for water, sewer, and drainage.

This Agreement is made and granted pursuant to Nassau County Ordinance No. 99-05, as it may be amended from time to time, and Florida Statutes Section 163.3220-163.3243 and is effective through the tenth (10th) anniversary of the effective date of this Agreement, or within any applicable extension of this Agreement issued or agreed to by the County. Provided however, this Agreement should not be construed to and does not exempt Partnership or Rayland from any obligation to pay for impact fees imposed by the County.

(b) Except as provided herein, the County shall not impose any further conditions upon the use of capacity or vested

rights issued hereunder unless any such conditions are determined by the Board of County Commissioners of the County to be essential to protect the health, safety and welfare of the citizens of the County.

5. Extension of Agreement; Subsequent Changes to Concurrency Ordinance. The duration of this Agreement may be extended by the County after conducting a public hearing in the manner specified in Section 163.3225, Florida Statutes, as it may be amended from time to time. If the County modifies its land development regulations or any other regulation subsequent to the execution of this Agreement, no such modification shall be applied in a manner that operates to prevent development of the Property as would be permitted by this Agreement hereunder in its entirety under the County's land use regulations in effect as of the date of the execution of this Agreement. Further, nothing in this section shall be deemed to constitute a waiver of the applicant's right to contest application of any building code, zoning ordinance or other land development regulations as applied to this development under the State of Florida or United State Constitutions.

6. Necessity to Obtain Permits. The Partnership and Rayland hereby acknowledge their obligation to obtain all necessary local development permits which may be needed for development of the property. The failure of this Agreement to address any particular permit, condition, term, or restriction applicable to the development of the property shall not relieve the Partnership or Rayland or any successor or assigns of the necessity of complying

with federal, state, and local permitting requirements, conditions, terms, or restrictions as may be applicable.

7. Agreement Consistent with Comprehensive Plan and Florida Statutes 163.3180. The County hereby acknowledges and agrees that (i) the development contemplated by this Development Agreement is consistent with the County's Comprehensive Plan and Land Development Regulations and (ii) that the County's Comprehensive Plan is in compliance with the State of Florida Comprehensive Plan.

8. Remedies and Monitoring.

In order meet to the Conditions Precedent, Partnership agrees beginning on the twelve month anniversary of the effective date of this Agreement, and annually thereafter, to monitor the number of external p.m. peak hour trips generated by development of the Property and to project the number of trips to be generated over the next twelve month period. At such time as the monitoring report projects that either the First or Second Threshold of development will be met, construction shall cease until the Condition Precedent is met.

(a) If either the Partnership, Rayland, or County fail to carry out any of its covenants or obligations contained herein, either party shall be entitled to all remedies available at law or in equity, including the remedies of specific performance and all forms of injunctive relief.

(b) The Partnership and Rayland will secure the following permits ("the Permits"), if needed including but not limited to:

St. John's River Water Management District - Stormwater  
Management Permit  
Nassau County - Building Permit  
Nassau County - Site work Permit  
FDOT - Connection Permit  
FDOT - Drainage Permit  
Final Development Plans, Final Plats, and Construction  
Plans for Phases as applicable  
Nassau County Certificate of Concurrency for Water, Sewer and  
Drainage

(c) The County may apply subsequently adopted regulations and policies to the Proposed Development only upon meeting the requirements of Section 163.3233 Florida Statutes (1997).

(d) Beginning one year after the Effective Date of this Agreement as defined in Paragraph 15 herein, the Partnership shall provide to the County a written and accurate status report acceptable to the County, which shall include all information necessary for the County to conduct its periodic review in compliance with the requirements of Section 163.3235, Florida Statutes and applicable rules. Said report shall include, but not be limited to, a description of the development activity during the preceding year and data sufficient to establish compliance with the terms and conditions of this Agreement. This report may contain the monitoring information set forth in Section 8 herein above.

(e) The Partnership will pay all costs related to providing notice and advertising this Agreement under Section 163.3225, Florida Statutes, and the cost of recording this Agreement.

(f) Within fourteen (14) days after the County executes this Development Agreement, the County shall record it with the Clerk of the Circuit Court. Within fourteen (14) days after this Development Agreement is recorded, the County shall submit a copy of it to the Florida Department of Community Affairs by certified mail, return receipt requested.

9. Binding Effect. The burdens of this Development Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

10. Applicable Law; Jurisdiction of Venue. This Development Agreement, and the rights and obligations of the County and the Partnership hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. This Agreement may be enforced as provided in Section 163.3243, Florida Statutes. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Nassau County, Florida. If any provision of this Development Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Development Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Development Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restriction that must be satisfied to complete the development contemplated by this Agreement shall not relieve the Partnership or its successor in

BK0868 PG0868  
PUBLIC RECORDS

interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions.

11. Joint Preparation. Preparation of this Development Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12. Exhibits. All exhibits attached hereto contain additional terms of this Development Agreement and are incorporated herein by reference.

13. Captions or Paragraph Headings. Captions and paragraph headings contained in this Development Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Development Agreement, nor the intent of any provision hereof.

14. Counterparts. This Development Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Development Agreement.

15. Effective Date; Duration of Agreement. This Agreement shall become effective after it has been recorded in the public records of Nassau County and thirty (30) days after it is received by the Florida Department of Community Affairs (the "Effective Date"). This Development Agreement shall remain in effect until the earlier of the following dates: (i) the date on which the construction is complete on the Exhibit A Property or (ii) the tenth anniversary of the Effective Date, unless otherwise extended

or terminated as provided for herein or in the Act. This Development Agreement may be terminated by mutual consent of the parties. The maximum period of this Agreement shall be ten (10) years unless extended pursuant to Paragraph 5 as set forth above.

16. Amendment. This Development Agreement may be amended by mutual consent of the parties so long as the amendment meets the requirements of the Act.

17. Duration of Permits. Developer acknowledges that this Agreement does not extend the duration of any other permits or approvals.

18. Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Development Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Development Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Development Agreement, and to coordinate the performance of their respective obligations under the terms of this Development Agreement.

19. Notices. Any notices or reports required by this Development Agreement shall be sent to the following:

For the County:

Walt Gossett  
County Coordinator  
P. O. Box 1010  
Fernandina Beach, Florida 32034

OFFICIAL RECORD

For the Partnership:

Susan C. McDonald, Attorney at Law  
Rogers, Towers, Bailey, Jones & Gay  
1301 Riverplace Boulevard, Suite 1500  
Jacksonville, FL 32207

For Rayland:

Paul Sakalosky  
Rayland Company, Inc.  
P. O. Box 1188  
Fernandina Beach, Florida 32035

20. Benefits to County. The County hereby acknowledges and agrees that this Agreement substantially benefits the County in carrying out its comprehensive plan objectives and its capital improvement planning program to provide certainty in planning and scheduling traffic improvements to serve not only the residents of these developments and those County residents utilizing the planned commercial development, but all the citizens of Nassau County.

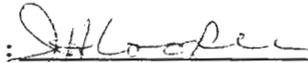
Passed and Duly Adopted by the Board of County Commissioners of Nassau County, Florida, this 25th day of January, 1999.

Attest: County Clerk

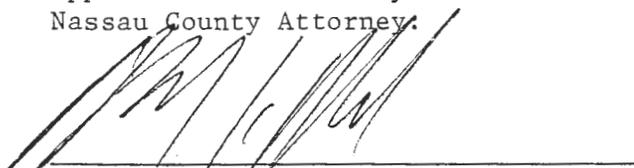
Board of County Commissioners  
Nassau County, Florida



Clerk

By:   
Chairman

Approved as to form by the  
Nassau County Attorney:



MICHAEL S. MULLIN

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Witness:

Joyce T. Bradley  
Name: Joyce T. Bradley

Janet E. Conn  
Name: Janet E. Conn

NASSAU PARTNERS, LTD.

By: [Signature]

Name: Timothy G. Shea  
Its: General Partner

Date: February 1, 1999

Witness:

Joyce T. Bradley  
Name: Joyce T. Bradley

Janet E. Conn  
Name: Janet E. Conn

RAYLAND COMPANY, INC.

By: William J. Watson

Name: William J. Watson  
Its: VICE PRESIDENT

Date: February 1, 1999

BOARD OF County COMMISSIONERS  
NASSAU COUNTY

Witness:

Joan M. Gagnon  
Name: Joan M. Gagnon

Joyce T. Bradley  
Name: Joyce T. Bradley

By: J. H. Cooper

Name: J. H. Cooper  
Its: Chairman

Date: February 2, 1999

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

BK 0868 PG 0872

OFFICIAL RECORDS

The foregoing instrument is hereby acknowledged before me this 1st day of February, 1999, by Timothy G. Shea, as General Partner, on behalf of NASSAU PARTNERS, LTD.. He/she has produced FDL # SC00-807-52-081-0 as identification and (did/did not) take an oath.



JANET E. CONN  
Notary Public, State of Florida  
My comm. expires June 2, 2001  
Comm. No. CC 651935

Janet E. Conn  
NOTARY PUBLIC, State of Florida  
Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Nassau

The foregoing instrument is hereby acknowledged before me this 1st day of February, 1999, by William J. Watson, on behalf of RAYLAND COMPANY, INC. He/she has produced FLDL # W 335-430-52-470 as identification and (did/did not) take an oath.



JANET E. CONN  
Notary Public, State of Florida  
My comm. expires June 2, 2001  
Comm. No. CC 651935

Janet E. Conn  
NOTARY PUBLIC, State of Florida  
Name: Janet E. Conn

My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument is hereby acknowledged before me this 2nd day of February, 1999, by J. N. Cooper, on behalf of the Board of County Commissioners of Nassau County. He/she has produced personally known as identification and (~~did~~/did not) take an oath.



MARGIE J. ARMSTRONG  
Notary Public, State of Florida  
My Comm. expires Nov. 5, 1999  
Comm. No. CC 662215

Margie J. Armstrong  
NOTARY PUBLIC, State of Florida  
Name: Margie J. Armstrong

My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_



SURVEYORS  
&  
LAND PLANNERS

PRIVETT & ASSOCIATES, INC.

200 SHADOWLAWN DRIVE  
ST. MARYS, GEORGIA 31558

BK 0868 PG 0873  
OFFICIAL RECORDS

Telephone: 912/882-3738  
Fax: 912/882-2729

May 26, 1998

LEGAL DESCRIPTION OF THE PLUMMERS CREEK PROJECT IN SECTIONS 11, 12, 13  
AND 14, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA.

FOR: RAYLAND COMPANY, INC.

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN SECTIONS 11, 12, 13 AND 14, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE POINT WHERE THE EASTERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD (AN 80-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) INTERSECTS THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200/A-1-A (A VARIABLE WIDTH RIGHT-OF-WAY AS MONUMENTED) AND RUN IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID SOUTHERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 5779.58 FEET, A CHORD DISTANCE OF 1213.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 78°-20'-43" EAST, RUN THENCE NORTH 72°-19'-01" EAST, CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 200/A-1-A, A DISTANCE OF 972.07 FEET TO A ONE-HALF INCH IRON PIPE AT THE WESTERLY MEAN HIGH WATER LINE OF PLUMMERS CREEK FOR A POINT HEREAFTER CALLED POINT "A"; THENCE RETURN TO THE POINT OF BEGINNING AND RUN SOUTH 08°-11'-00" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID EDWARDS ROAD, A DISTANCE OF 890.87 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID EASTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 4006.70 FEET, A CHORD DISTANCE OF 850.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 14°-16'-40" EAST; RUN THENCE SOUTH 20°-22'-20" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 277.95 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID EASTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 3859.75 FEET, A CHORD DISTANCE OF 965.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 13°-11'-20" EAST; RUN THENCE SOUTH 06°-00'-20" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2634.11 FEET TO A POINT; RUN THENCE SOUTH 06°-30'-20" EAST, CONTINUING

Page 1 of 2

ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1387.83 FEET TO A POINT ON A SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF RAYLAND COMPANY, INC. ACCORDING TO DEED RECORDED IN BOOK 579, PAGE 407 OF THE OFFICIAL RECORDS OF SAID COUNTY; RUN THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID SOUTHERLY LINE; NORTH 89°-28'-47" EAST, A DISTANCE OF 347.04 FEET TO A POINT; NORTH 88°-55'-34" EAST, A DISTANCE OF 415.56 FEET TO A POINT; NORTH 88°-51'-56" EAST, A DISTANCE OF 769.07 FEET TO A POINT; NORTH 88°-53'-14" EAST, A DISTANCE OF 523.40 FEET TO A POINT; RUN THENCE SOUTH 01°-20'-31" EAST, A DISTANCE OF 761.38 FEET TO A POINT ON THE NORTHERLY LINE OF NASSAU LANDING SUBDIVISION; RUN THENCE THE FOLLOWING THREE (3) COURSES ALONG LAST MENTIONED NORTHERLY LINE; SOUTH 73°-16'-31" EAST, A DISTANCE OF 1281.46 FEET TO A POINT; SOUTH 73°-14'-27" EAST, A DISTANCE OF 40.00 FEET TO A POINT; SOUTH 73°-14'-27" EAST, A DISTANCE OF 1054.65 FEET TO A POINT; RUN THENCE THE FOLLOWING EIGHT (8) COURSES NORTH 06°-58'-18" EAST, A DISTANCE OF 597.82 FEET TO A POINT; NORTH 69°-33'-54" EAST, A DISTANCE OF 269.44 FEET TO A POINT; SOUTH 01°-35'-10" EAST, A DISTANCE OF 285.21 FEET TO A POINT; NORTH 76°-32'-47" EAST, A DISTANCE OF 627.55 FEET TO A POINT; NORTH 38°-28'-33" WEST, A DISTANCE OF 305.90 FEET TO A POINT; NORTH 48°-03'-14" WEST, A DISTANCE OF 311.24 FEET TO A POINT; NORTH 13°-28'-05" EAST, A DISTANCE OF 812.21 FEET TO A POINT; SOUTH 83°-21'-44" EAST, A DISTANCE OF 325 FEET, MORE OR LESS, TO THE WESTERLY MEAN HIGH WATER LINE OF PLUMMERS CREEK THAT BEARS SOUTH 31°-29'-45" EAST, 8330.52 FEET FROM SAID POINT "A"; RUN THENCE GENERALLY IN A NORTHERLY DIRECTION ALONG THE MEANDERINGS OF THE WESTERLY MEAN HIGH WATER LINE OF PLUMMERS CREEK, A DISTANCE OF 14,475 FEET, MORE OR LESS TO SAID POINT "A"; RUN THENCE SOUTH 72°-19'-01" WEST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO 200/A-1-A, A DISTANCE OF 972.07 FEET TO A POINT OF CURVATURE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID SOUTHERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 5779.58 FEET, A CHORD DISTANCE OF 1213.96 FEET TO THE POINT OF BEGINNING, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 78°-20'-43" WEST.

LESS AND EXCEPT 48.59 ACRES IN THE SOUTHEAST QUADRANT OF THE ABOVE DESCRIBED LANDS

THE LAND THUS DESCRIBED CONTAINS 716 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OF RECORD LYING WITHIN.

BK0868PG0875

ATTACHMENT C-2

OFFICIAL Legal Description - Nassau Partners, Ltd.



SURVEYORS  
&  
LAND PLANNERS

**PRIVETT & ASSOCIATES, INC.**

200 SHADOWLAWN DRIVE  
ST. MARYS, GEORGIA 31558

Telephone: 912/882-3738  
Fax: 912/882-2729

May 26, 1998

LEGAL DESCRIPTION OF THE PLUMMERS CREEK PROJECT IN SECTIONS 11, 12 AND 13, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA.

FOR: RAYLAND COMPANY, INC.

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN SECTIONS 11, 12 AND 13, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE POINT WHERE THE EASTERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD (AN 80-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) INTERSECTS THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200/A-1-A (A VARIABLE WIDTH RIGHT-OF-WAY AS MONUMENTED) AND RUN IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID SOUTHERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 5779.58 FEET, A CHORD DISTANCE OF 1213.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CURVE BEING NORTH 78°-20'-43" EAST, RUN THENCE NORTH 72°-19'-01" EAST, CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 200/A-1-A, A DISTANCE OF 972.07 FEET TO A ONE-HALF INCH IRON PIPE AT THE WESTERLY MEAN HIGH WATER LINE OF PLUMMERS CREEK FOR A POINT HEREAFTER CALLED POINT "A"; THENCE RETURN TO THE POINT OF BEGINNING AND RUN SOUTH 08°-11'-00" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID EDWARDS ROAD, A DISTANCE OF 890.87 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID EASTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 4006.70 FEET, A CHORD DISTANCE OF 850.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 14°-16'-40" EAST; RUN THENCE SOUTH 20°-22'-20" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 277.95 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID EASTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 3859.75 FEET, A CHORD DISTANCE OF 965.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 13°-11'-20" EAST; RUN THENCE SOUTH 06°-00'-20" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 812.78 FEET TO A POINT; RUN THENCE SOUTH 90°-00'-00" EAST, A DISTANCE OF 2245.05 FEET TO A POINT; RUN THENCE

Ex B 1 of 2

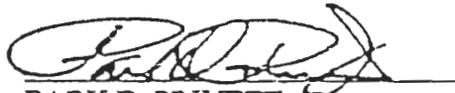
BK0868PG0876

ATTACHMENT C-2

Legal Description - Nassau Partners, Ltd.  
OFFICIAL RECORD

SOUTH 40°-00'-00" EAST, A DISTANCE OF 1340.06 FEET TO A POINT; RUN THENCE SOUTH 85°-00'-00" EAST, A DISTANCE OF 1072.69 FEET TO A POINT; RUN THENCE NORTH 20°-00'-00" WEST, A DISTANCE OF 956.13 FEET TO A POINT; RUN THENCE NORTH 15°-00'-00" EAST, A DISTANCE OF 966.30 FEET TO A ONE-HALF INCH IRON PIPE SET AT THE WESTERLY MEAN HIGH WATER LINE OF PLUMMERS CREEK THAT BEARS SOUTH 37°-31'-32" EAST, 4468.26 FEET FROM SAID POINT "A"; RUN THENCE GENERALLY IN A NORTHERLY DIRECTION ALONG THE MEANDERINGS OF THE WESTERLY MEAN HIGH WATER LINE OF PLUMMERS CREEK, A DISTANCE OF 7500 FEET, MORE OR LESS TO SAID POINT "A"; RUN THENCE SOUTH 72°-19'-01" WEST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO 200/A-1-A, A DISTANCE OF 972.07 FEET TO A POINT OF CURVATURE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID SOUTHERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 5779.58 FEET, A CHORD DISTANCE OF 1213.96 FEET TO THE POINT OF BEGINNING, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 78°-20'-43" WEST.

THE LAND THUS DESCRIBED CONTAINS 347.65 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OF RECORD LYING WITHIN.



PARK D. PRIVETT, JR.  
REGISTERED SURVEYOR NO. 2841, FL

REF. DWG. NO. (B-3-358-5-98)

BK 0868 PG 0877

## OFFICIAL RECORDS

SEPTEMBER 21, 1998

LEGAL DESCRIPTION OF THE PLUMMERS CREEK PROJECT IN SECTIONS 11, 12 AND 13, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA.

FOR: NASSAU PARTNERS, LTD.

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN SECTIONS 11, 12 AND 13, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE POINT WHERE THE EASTERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD (AN 80-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) INTERSECTS THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200/A-1-A (A VARIABLE WIDTH RIGHT-OF-WAY AS MONUMENTED) AND RUN IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID SOUTHERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 5779.58 FEET, A CHORD DISTANCE OF 1213.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 78°-20'-43" EAST, RUN THENCE NORTH 72°-19'-01" EAST, CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 200/A-1-A, A DISTANCE OF 972.07 FEET TO A ONE-HALF INCH IRON PIPE AT THE WESTERLY MEAN HIGH WATER LINE OF PLUMMERS CREEK FOR A POINT HEREAFTER CALLED POINT "A"; THENCE RETURN TO THE POINT OF BEGINNING AND RUN SOUTH 08°-11'-00" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID EDWARDS ROAD, A DISTANCE OF 292.53 FEET TO A POINT; RUN THENCE NORTH 81°-49'-00" EAST, PERPENDICULAR TO LAST MENTIONED RIGHT-OF-WAY LINE, A DISTANCE OF 351.96 FEET TO A POINT; RUN THENCE SOUTH 13°-00'-00" EAST, A DISTANCE OF 1420.00 FEET TO A POINT; RUN THENCE SOUTH 24°-00'-00" EAST, A DISTANCE OF 1080.00 FEET TO A POINT; RUN THENCE SOUTH 12°-00'-00" EAST, A DISTANCE OF 1130.00 FEET TO A POINT ON THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF NASSAU PARTNERS LTD ACCORDING TO DEED RECORDED IN BOOK 839, PAGE 767 OF THE OFFICIAL RECORDS OF SAID COUNTY; RUN THENCE SOUTH 90°-00'-00" EAST ALONG LAST MENTIONED SOUTHERLY LINE, A DISTANCE OF 1600.05 FEET TO A POINT; RUN THENCE SOUTH 40°-00'-00" EAST ALONG THE SOUTHWESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1340.06 FEET TO A POINT; RUN THENCE SOUTH 85°-00'-00" EAST ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1072.69 FEET TO A POINT; RUN THENCE NORTH 20°-00'-00" WEST ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 956.13 FEET TO A POINT; RUN THENCE NORTH 15°-00'-00" EAST ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 966.30 FEET TO A ONE-HALF INCH IRON PIPE AT THE WESTERLY MEAN HIGH WATER LINE OF PLUMMERS CREEK THAT BEARS SOUTH 37°-31'-32" EAST, 4468.26 FEET FROM SAID POINT "A"; RUN THENCE GENERALLY IN A NORTHERLY DIRECTION ALONG THE MEANDERINGS OF THE WESTERLY MEAN HIGH WATER LINE OF PLUMMERS CREEK, A DISTANCE OF 7500 FEET, MORE OR LESS, TO SAID POINT "A"; RUN THENCE SOUTH 72°-19'-01" WEST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO 200/A-1-A, A DISTANCE OF 972.07 FEET TO A POINT OF CURVATURE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID SOUTHERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 5779.58 FEET, A CHORD DISTANCE OF 1213.96 FEET TO THE POINT OF BEGINNING, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 78°-20'-43" WEST.

THE LAND THUS DESCRIBED CONTAINS 309.91 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD LYING WITHIN.

PARK D. PRIVETT, JR.  
REGISTERED SURVEYOR NO. 2841, FL

REF. DWG. NO. (B-3-358(A)-9-98)

DWN. BY: JTH PREPARED BY: CKD. BY: PJ

**PRIVETT AND ASSOCIATES, INC.**  
**SURVEYORS AND LAND PLANNERS**

1201 SHADOWLAWN DRIVE  
ST. MARYS, GEORGIA 31558

SKETCH DATE: (912) 882-3738 SEPT. 21, 1998

Ex C 1 of 3

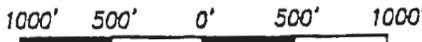
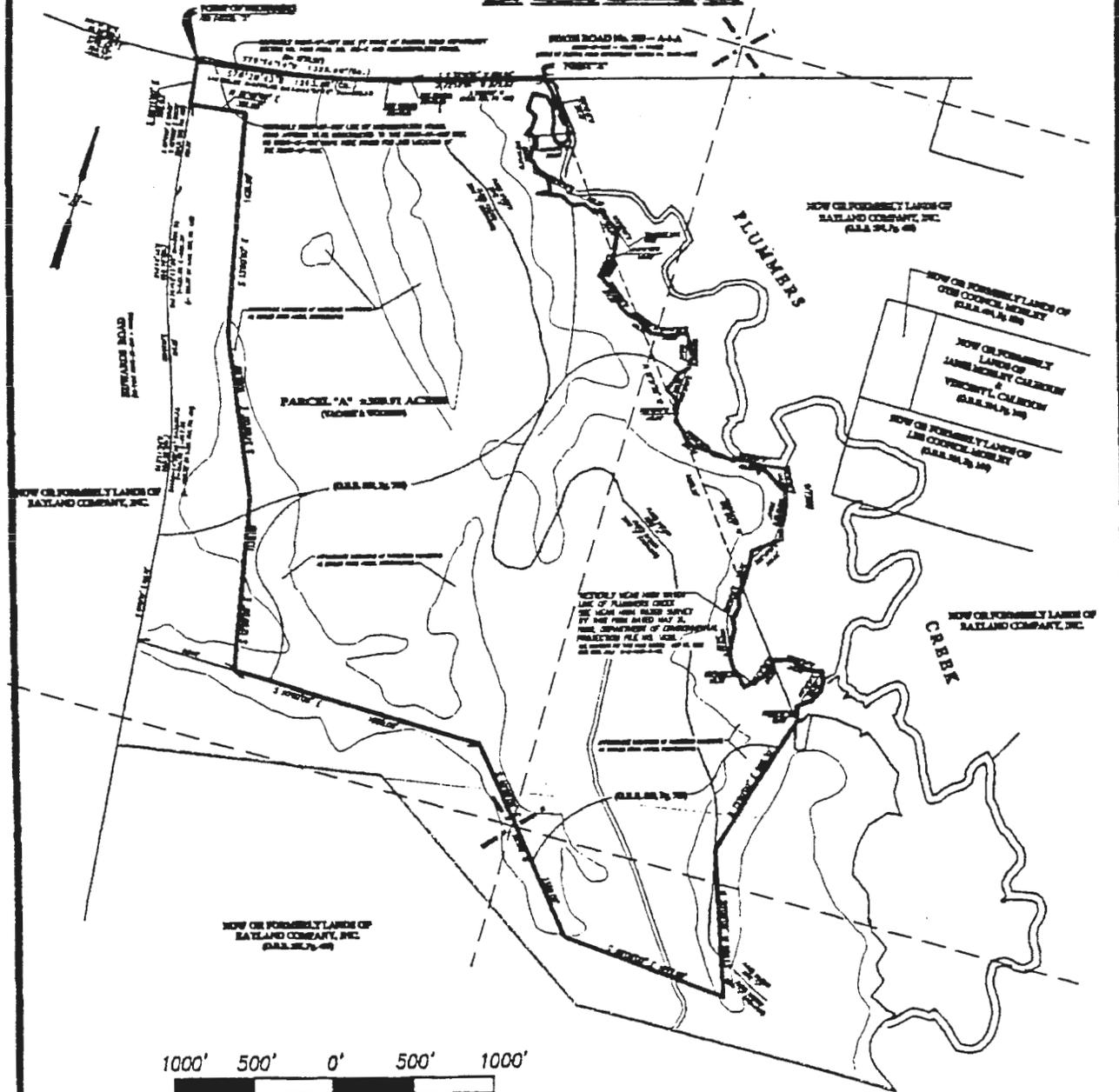
PLUMMERS CREEK

20086878  
OFFICIAL RECORDS

**MAP TO SHOW SKETCH OF  
A PORTION OF SECTIONS 11, 12 AND 13  
TOWNSHIP 2 NORTH, RANGE 26 EAST,  
NASSAU COUNTY, FLORIDA**

(ACCORDING TO DEEDS RECORDED IN BOOK 578, PAGE 407, OF THE  
OFFICIAL RECORDS OF SAID COUNTY.)

FOR: **NASSAU PARTNERS, LTD.**



GRAPHIC SCALE: 1" = 1000'

**NOTE:**

1.) SEE DRAWING BY THIS FIRM DATED SEPT. 21, 1998 AND HAVING OUR DRAWING NUMBER: S-3-358(A)-9-98.

DWN. BY: JTH      PREPARED BY: CKD. BY: PJ

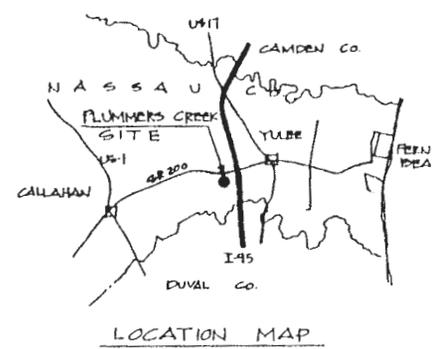
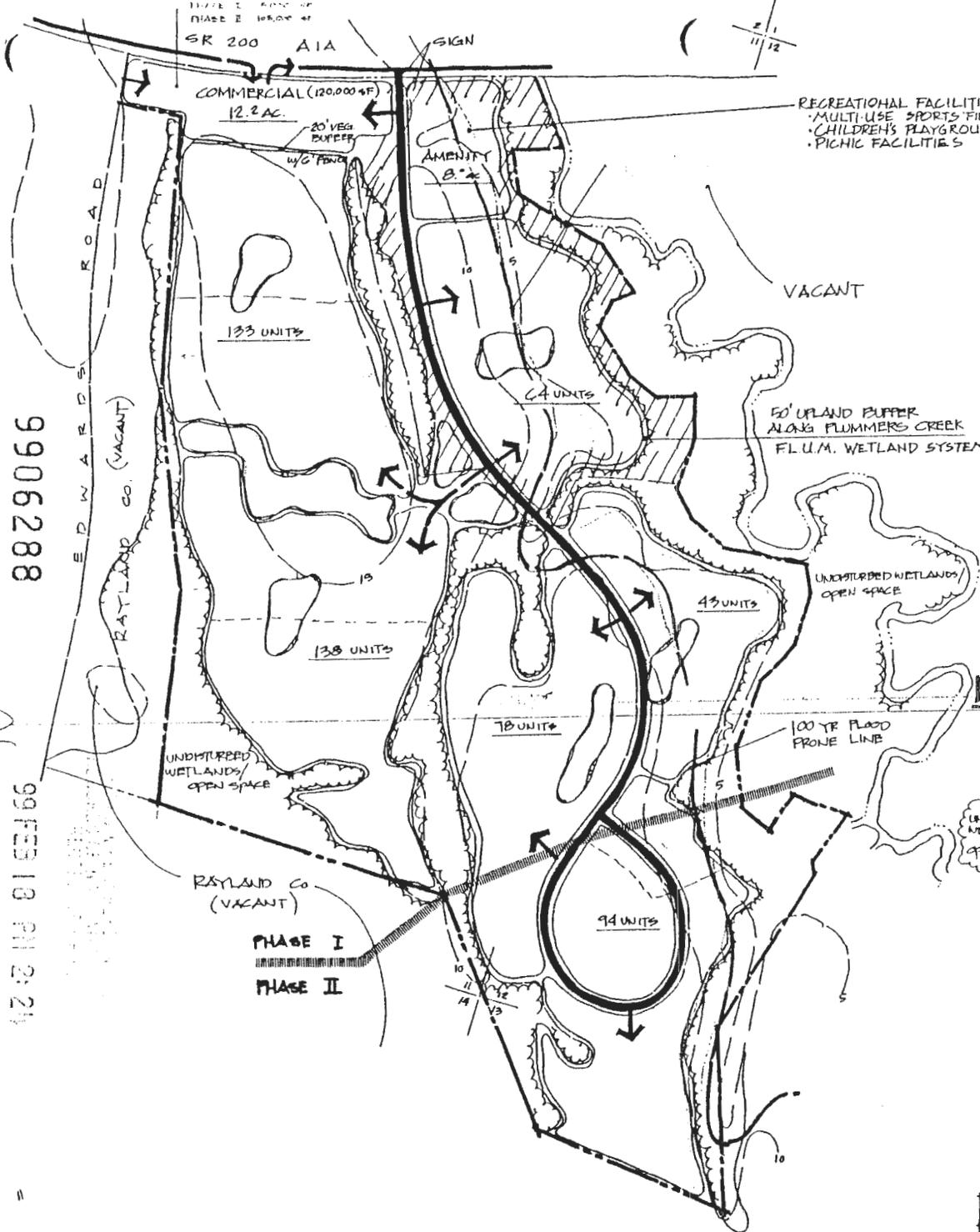
**PRIVETT AND ASSOCIATES, INC.**  
**SURVEYORS AND LAND PLANNERS**

1201 SHADOWLAWN DRIVE  
ST. MARYS, GEORGIA 31558

SKETCH DATE: (912) 882-3738      SEPT. 21, 1998

Ex. C

PLUMMERS CREEK  
PUD Rezoning



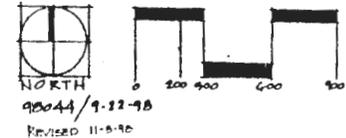
**LAND USE DATA**

□ TOTAL LAND AREA	309.91 AC.
□ TOTAL HOME SITES	550
□ TOTAL OPEN SPACE REQ.	62 AC (20%)
□ TOTAL OPEN SPACE PROVIDED	65 AC
□ TOTAL OPEN SPACE PROVIDED	65 AC
• ACTIVE AMENITY	8 AC
• WETLAND PRESERVE (14)	37 AC
• STORMWATER LAKES	20 AC
• UNDISTURBED WETLANDS	65 AC
□ TOTAL NON-RESIDENTIAL	
• COMMERCIAL - 120,000 SF	12.2 AC

PRELIMINARY DEVELOPMENT PLAN  
**PLUMMERS CREEK**

DEVELOPER: NASSAU PARTNERS LTD.  
 TIMMOTHY G. SHEA

APPLICANT:



9906288

99 FEB 18 PM 2:21

BR 0868 PG 0879  
 OFFICIAL RECORDS

S. C. 3 of 3