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DEVELOPMENT AGREEMENT

by and between

Y.P.C., INC.,
a Florida corporation, and

NASSAU COUNTY, FLORIDA,
a political subdivision of
the State of Florida

Dated April 26, 1999

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Exhibits

- A-1 and A-2 - Property Legal Descriptions
- Exhibits
- B-1 and B-2 - Property Depictions
- Exhibit C - 1997 Zoning Application Z-97-005
- Exhibit D - 1997 Comprehensive Plan Amendment Adoption Ordinance
- Exhibit E - Property Land Use Designation and Zoning
- Exhibit F - Quantities of Public Services and Facilities Capacity Reserved to Property
- Exhibit G - Preliminary Roadway Horizontal Alignment

DEVELOPMENT AGREEMENT

BK0883PG1001

OFFICIAL RECORDS

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this 26th day of April, 1999, by and between **Y.P.C., Inc.**, a Florida corporation, having an address at 50 North Laura Street, Suite 2800, Jacksonville, Florida 32202 (the "Owner"), and **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, having an address at Post Office Box 1010, Fernandina Beach, Florida, 32035 (the "County").

RECITALS:

WHEREAS, Owner is the owner of certain real property located in Nassau County, Florida, comprised of two parcels more particularly described in Exhibits A-1 and A-2 hereto, and depicted on Exhibits B-1 and B-2 hereto (all of which property is collectively referred to as the "Property", the parcel described in Exhibit A-1 and depicted on Exhibit B-1 being referred to as the "Northern Property," and the parcel described in Exhibit A-2 and depicted on Exhibit B-2 being referred to as the "Southern Property"), and

WHEREAS, the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243, Florida Statutes, authorizes local governments to enter into development agreements 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; and

WHEREAS, in consideration of the agreement of the Owner to donate to the County a portion of the Northern Property as described in this Agreement for right-of-way to allow the realignment of the intersection of Miner Road and State Road A-1-A/State Road 200, which conveyance is a condition to the continued effectiveness of this Agreement, Owner and the County desire to enter into this Agreement so as to (i) preserve certain development rights related to the commercially-zoned Northern Property and (ii) reserve certain infrastructure capacities for the benefit of the Property.

NOW THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the County hereby agree as follows:

1. Property Description. The real property subject to this Agreement is the Property as described on Exhibits A-1 and A-2 hereto and depicted on Exhibits B-1 and B-2 hereto. Legal and equitable ownership of the Property is vested in the Owner, which has the address set forth above.

2. Effective Date; Duration. The provisions of this Agreement shall become effective forty-five (45) days (the "Effective Date") following its recording with Clerk of the Circuit Court in and for Nassau County, Florida, as required by paragraph 23 below. The duration of this Agreement and the reservation of infrastructure capacities provided for under paragraph 5 below shall be for a period of ten (10) years from the Effective Date hereof. Notwithstanding expiration of this Agreement, (i) upon conveyance of the right-of-way for the realignment of the

intersection of Miner Road and State Road A-1-A/State Road 200, the preservation of the development rights related to the Northern Property as set forth in paragraph 6(c)(ii) shall be permanent; further, (ii) the reservation of infrastructure capacities for any portion of the Property and the Proposed Development, as hereinafter defined, shall continue thereafter as to any such portion of the Property for which (a) evidence of such reservation under any concurrency management system regulations adopted by the County, (b) a final development order or (c) a final development permit has been issued as of the date of such expiration.

3. Proposed Development. The proposed land uses, including commercial and residential densities, building intensities and height, shall be (i) for the Northern Property, as currently are allowed under the Nassau County Zoning Code for such property (as it exists prior to the donation to the County by Owner as contemplated by this Agreement) and, (ii) for the Southern Property, as would be allowed under the Nassau County Zoning Code as it currently exists with the Southern Property being zoned as requested by Owner's 1997 rezoning application, County reference number Z-97-005 (the "Rezoning Application"), which application is attached hereto as Exhibit C (which uses, commercial and residential and building densities, and building heights for both the Northern and Southern Property are referred to as the "Proposed Development").

4. FLUMS Designation and Current Zoning. Following the approval by the County (i) on September 22, 1997, of Owner's 1997 request for an amendment of the Nassau County Comprehensive Plan (the "Plan") as relates to the Southern Property, County reference

number CPA-97-004 (the "Comprehensive Plan Amendment" which amendment was adopted by the ordinance attached hereto as Exhibit D, and (ii) on October 27, 1997 of the Rezoning Application, the land use designation and zoning of the Property shall be as set forth on Exhibit E attached hereto.

5. Reserved Public Facilities and Capacities to Service Development.

(a) Capacity Reservations. Capacity is hereby deemed sufficient and transportation services and facilities hereby reserved for the first 253 dwelling units of residential development on the Southern Property (the "Southern Property Transportation Reservation") and, by its approval and execution of this Agreement, the County declares such units to have satisfied concurrency requirements as to such services and facilities. Further, to the extent capacity for such services or facilities are provided or controlled by the County, other public services and facilities in the quantities as set forth on Exhibit F attached hereto also are hereby reserved by the County for the duration of this Agreement to serve the Proposed Development (the Southern Property Transportation Reservation and the reservation of such other capacity for such other public services and facilities being hereinafter referred to collectively as the "Capacity Reservations"). The County acknowledges that the Capacity Reservations are sufficient for issuance of (a) evidence of such reservations under any concurrency management system regulations adopted by the County, (b) final development orders and (c) final development permits necessary to construct the Proposed Development, pursuant to the Nassau County Zoning Code. The

Capacity Reservations are deemed to be issued and ~~OFFICIAL RECORDS~~ this Agreement in the amounts of the Southern Property Transportation Reservation and the Capacity Reservations for each of the other infrastructure items referenced in Exhibit F. Until fully used, each Capacity Reservation shall be valid for use in conjunction with applications for (a) evidence of such reservation under any concurrency management system regulations adopted by the County, (b) final development orders or (c) final development permits with respect to any part of the Proposed Development for the duration of this Agreement. To the extent the Owner shall utilize all Capacity Reservations for any single public service or facility as identified on Exhibit F, it shall not affect the continued availability of any remaining Capacity Reservation for other public services and facilities.

The County shall not impose any conditions upon the use of Capacity Reservations issued hereunder or upon issuance of evidence of such reservations under any concurrency management system regulations adopted by the County to the extent of the Capacity Reservations, such as, but not limited to, the requirement that Owner (or a designated transferee) pay money or fees for the privilege of using Capacity Reservations or obtaining evidence of such reservations under any concurrency management system regulations adopted by the County or requiring Owner (or designated transferee) to contribute any land or any improvements to the County or other parties, except as specifically provided for under the terms of this Agreement; provided, however, that Owner (or a designated transferee) shall be obligated to pay (i) water and sewer connection fees at the time of connection in accordance with

the amount of fees then in effect for such service from time to time and which are applied to the Proposed Development on a uniform and non-discriminatory basis and (ii) solid waste user fees in accordance with the amount of fees then in effect for such services from time to time and which are applied to the Proposed Development on a uniform and non-discriminatory basis.

(b) Modifications of Land Uses. For purposes of this Agreement, the Capacity Reservations shall be reserved for the benefit of the Property, subject to the terms of this Agreement, notwithstanding modifications in the land uses actually developed from those land uses as identified in the Proposed Development, so long as the change in use or intensity does not increase the total impact upon such infrastructure or public facilities for the Property by more than the Capacity Reservations for the Proposed Development as a whole, as measured in accordance with the testing methodologies in effect on the Effective Date hereof.

As an example of the foregoing, Owner shall have the right to increase or decrease the intensity of residential land uses within the Property so long as the total impacts of the Proposed Development resulting from such changed land uses meet the requirements of this Agreement. Similarly, Owner shall have the right to modify the type of commercial land uses from those referenced as part of the Proposed Development, provided such commercial land uses are consistent with the FLUMs designation and zoning of the Property and such changed commercial land uses meet the requirements of this Agreement.

6. Conveyance of Realigned Miner Road Right-of-Way.

(a) Upon the earliest to occur of

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- (i) the application for site plan approval for development on the Northern Property, or
- (ii) the application for building permits that would permit residential development in excess of 253 dwelling units cumulatively on the Southern Property, or
- (iii) the issuance by the Florida Department of Transportation ("FDOT") of a signalization warrant for the intersection of Felmor Road and State Road A-1-A/State Road 200, or
- (iv) the commitment of funds by the County for the construction of the realignment of a portion of Miner Road as would be facilitated by such conveyance,

the Owner shall convey to the County, at no cost to the County, a sixty-foot (60 foot) right of way along the westerly property line of the Northern Property, and across the Property, of sufficient geometry and alignment to permit the construction of a four-way, signalized intersection (constructed to FDOT standards for signalized intersection design) at Felmor Road and State Road A-1-A/State Road 200, said right of way connecting to the existing Miner Road at or about the southeastern corner of the Northern Property and aligned in a manner consistent with good engineering practice for "local" roadway geometry and design speeds. Owner and the County have agreed preliminarily to the general location, alignment and geometry of such roadway as depicted on Exhibit G (the "Preliminary Roadway Horizontal Alignment"). The Preliminary Roadway Horizontal Alignment represents the minimum right-of-way acceptable to the County and the maximum loss of buildable square footage on the Property acceptable to Owner. If at a future date,

the Owner or its successor in title to the Property gains control of additional property which would allow improvement of the geometry or design of the Preliminary Roadway Horizontal Alignment, the Owner and the County will review and consider adjustment of such geometry or design. If the County concurs that such adjustment is in the best interests of the citizens of the County, the County will assist the Owner or its successor in title to the Property in the development process to accomplish such adjustment and any such additional property will be considered part of the Property for the purposes of this Agreement. The Preliminary Roadway Horizontal Alignment shall be subject to final review and approval by the County and the Owner at the earlier of (i) conveyance of the right of way as a result of an FDOT signalization or (ii) application for approval of a site plan for the development of the Northern Property.

(b) On or before June 1 of each year this Agreement is in effect prior to the conveyance required in subparagraph (a) above, the Owner, or his successor or successors in title to any of the Property for which a final development permit has not yet been issued, (if multiple entities or persons, acting collectively) shall provide an informal traffic study to the County describing the prevailing LOS on Miner Road and prepared in accordance with standard traffic engineering methodology.

(c) In connection with the conveyance required in subparagraph (a) above, the County hereby covenants and agrees as follows:

(i) The County will construct, at its expense, the realigned Miner Road roadway and its connection with the existing

Miner Road and any required related improvements, provided, however, that if Owner or any successor in title to any of the Property elects to construct to County specifications for a roadway of a similar type the realigned Miner Road roadway, then the County agrees that it shall credit the amount reasonably expended in connection with such construction of such by Owner or its successor in title against any impact fee or other fee or monetary exaction system as now exists or hereafter may be adopted by the County which applies to the Proposed Development. At the time that the realigned Miner Road roadway is opened to vehicular traffic, the County will terminate access to State Road A-1-A/State Road 200 at its preexisting intersection with Miner Road. The County will not look to Owner for installation of or payment for any signalization of the realigned intersection of Miner and Felmor Roads and State Road A-1-A/State Road 200; provided, however, that if the development of the Northern Property by a successor in title to the Owner contributes to the need for such signalization prior to its installation, such successor may be required by the County to pay its aliquot share of the costs of such signalization.

(ii) The County agrees that, prior to the conveyance required by subparagraph (a) above, the zoning of Owner's Northern Property entitled Owner or its successor in title to at least 100,000 square feet of net building area. The County will assure, including by sponsorship and support of an application for a planned unit development or by taking such other action as is necessary, that the building square footage available for construction on the Northern Property remaining following the conveyance to the County as required by subparagraph above will not

be less than 100,000 square feet. Further, the County, (i) agrees that the development on the Northern Property may provide for stormwater treatment off-site on non-contiguous property (ii) will sponsor and support action to rezone to commercial land use designation and zoning any of the Property which bears residential land use designation or zoning that might be severed from contiguity with other residentially designated or zoned portions of the Property as a result of the realignment of Miner Road, or any other contiguous property of Owner that may more logically be developed as commercial use upon completion of said realignment.

7. Issuance of Evidence of Reservation. Pursuant to the Capacity Reservations provided for in Exhibit F, Owner shall be entitled to receive upon application evidence under any concurrency management system regulations adopted by the County from the County of capacity reservation for any portion of the Proposed Development to the extent of the Capacity Reservations. Such application shall require County review only for the purpose of determining the reduction in available Capacity Reservations for the portion of the Proposed Development to which the application for evidence of such reservation under any concurrency management system regulations adopted by the County relates.

8. Time Period for Reservation of Capacity. The Capacity Reservations shall remain in effect for the duration of this Agreement and thereafter as provided in paragraph 2 above. At the option of the County, the Capacity Reservations may be extended after conducting a public hearing in the manner specified in the Section 163.3225, Florida Statutes, or in such other manner as the

County otherwise deems lawful upon request for such extension being made by Owner (or a designated transferee).

9. Use of the Capacity Reservations. Capacity Reservations may be used in one or more phases of the Proposed Development during the duration of this Agreement. Such uses cumulatively may not exceed the total Capacity Reservations established pursuant to this Agreement.

10. Transfer of Capacity Reservations. The Owner may, from time to time, transfer all or any part of its right, title and interest in and to the Capacity Reservations by designating in writing a successor owner of all or any part of the Property as the owner of such Capacity Reservations as have not yet been used. A designated transferee in turn also may transfer ownership of Capacity Reservations in the same manner. Capacity Reservations only may be transferred for use in conjunction with development of Property transferred. Only the Owner, or a duly designated transferee, is entitled to utilize the Capacity Reservations. Each such transfer shall be effected by the execution and delivery of a notice of the same to the County. Upon request being made by the Owner or a designated transferee, the County shall confirm in writing the effectiveness of a transfer so made. Such confirmation by the County shall be issued by the County for the benefit and protection of the designated transferee.

11. Security Interests. The owner of the Capacity Reservations may grant a security interest therein, provided such security interest is (i) given in connection with a mortgage which encumbers a portion of the Property; and (ii) contained in a document recorded in the public records.

A transfer of Capacity Reservations so evidenced shall occur if a sale of the Property takes place by enforcement of the security interest, provided notice of such transfer is provided to the County.

12. Return of Unused Capacity Reservations at Expiration of Agreement. The balance of the Capacity Reservations which have not been evidenced by a document issued by the County under any concurrency management system regulations adopted by the County or used in conjunction with one or more applications for a final development order or permit as of the date of expiration of this Agreement shall automatically become available capacity, unless extended pursuant to paragraph 8 of this Agreement.

13. Value of Improvements. The commitment by the Owner to donate right-of-way to the County from the Northern Property as contemplated under this Agreement has made it unnecessary for the County to resort to eminent domain proceedings or to acquire other such property. The County and the Owner estimate that the contribution of the Owner has resulted in a savings to the County of a minimum of Two Hundred Twenty Five Thousand Dollars (\$ 225,000.00).

14. Reservation of Land for Public Purposes. Certain rights of way within the Proposed Development and other improvements may be dedicated to public use in accordance with applicable law.

15. Local Development Approvals. Prior to commencement or completion of the Proposed Development, Owner shall be required to obtain the following development orders and approvals from the County, subject to the provisions of paragraph 20 below.

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- (a) Approval of preliminary sketch plans, final construction plans, final engineering plans and subdivision plat.
- (b) Site plan approval, if applicable.
- (c) All types of construction permits and/or building permits, if applicable.
- (d) Water/Sewer connection permits.
- (e) Sign permits, if applicable.

16. Consistency with Plan. The County finds that the Proposed Development and Capacity Reservations provided for herein are consistent with the Plan, as amended, and land development regulations adopted by the County pursuant to the Plan.

17. Voluntary Agreement. The County and Owner have voluntarily entered into this Agreement in consideration of the rights and benefits afforded to each under the terms hereof.

18. Other Permits. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Owner of the necessity of compliance with the appropriate law governing such permitting requirements, subject to the provisions of paragraph 20 below.

19. Periodic Review. The Owner shall participate with the County in periodic review as required by Section 163.3235, Florida Statutes. The initial annual written report shall be due on the sixth anniversary of the Effective Date of this Agreement and on the same day of each year thereafter until such time as this Agreement expires or the terms and conditions of this Agreement are satisfied by both the County and Owner.

20. Applicable Law. The laws and policies of the County as of the Effective Date of this Agreement shall govern the

development of the Property for the duration of this Agreement, provided, however, Owner shall be subject to changes in laws and policies from time to time as to (i) the amount of water and sewer connection fees in effect for such service which are applied to the Proposed Development on a uniform and nondiscriminatory basis; (ii) the amount of solid waste user charges in effect for such service which are applied to the Proposed Development on a uniform and nondiscriminatory basis; and (iii) changes in engineering specifications for subdivision improvements imposed by the County as are applied on a uniform and non-discriminatory basis to the Proposed Development. Notwithstanding the provisions of subparagraph (iii) above, Owner shall not be obligated to comply with any such changes referenced in subparagraph (iii) above which result in changes in intensity or density of development as contemplated for the Proposed Development under the terms of this Agreement. Further, the County and the Owner have entered into this Agreement with the intent that the Owner make use of all the Capacity Reservations, and the County agrees to cooperate with the Owner, notwithstanding changes in laws or policies described in subparagraphs (i) through (iii) above, to make it possible for the Owner to utilize fully the Capacity Reservations in furtherance of such mutual intent of Owner and the County under this Agreement.

21. Amendment, Cancellation. This Agreement and any evidence of capacity reservation issued under any concurrency management system regulations adopted by the County pursuant to this Agreement may be amended or cancelled only in accordance with the provisions of this Agreement. In furtherance of the foregoing, prior to cancellation of this Agreement or any evidence of capacity

reservation under any concurrency management system regulations adopted by the County issued pursuant to this Agreement resulting from Owner's failure to comply with any requirements of this Agreement, the County shall provide written notice to the Owner of its intent to terminate and shall afford the Owner a period of thirty (30) days within which to cure any such failure to perform or to commence and diligently prosecute cure of such failure, to the extent it shall be of a nature which after diligent effort cannot be cured within such thirty (30) day period. To the extent such failure to perform is not so cured or cure commenced, the County shall conduct public hearings on the cancellation of this Agreement or any such evidence of capacity reservation prior to such cancellation. Changes in land uses as provided for in paragraph 5 above shall not constitute nor require any amendment to this Agreement.

22. Enforcement. Owner, its successors or assigns, may file an action for specific performance or injunctive relief in the Circuit Court in and for Nassau County, Florida, to enforce the terms of this Agreement. This provision shall not be interpreted to provide an exclusive remedy, and Owner may pursue any appropriate remedy at law or in equity in the event the County fails to abide by the provisions of this Agreement. If the Owner fails to perform any of its material obligations under this Agreement, the County may cancel this Agreement in accordance with the provisions of paragraph 21 above.

23. Recording. Within fourteen (14) days after execution of this Agreement by the County, the County shall cause this Agreement to be recorded with the Clerk of the Circuit Court in and for

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Nassau County, Florida. The County shall submit a copy of the recorded Development Agreement to the State Land Planning Agency within fourteen (14) days after this Agreement is recorded.

24. Successors and Assigns. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to all designated transferees of Owner and any successors in interest to the County.

25. Representation and Warranties.

(a) Owner Representation. Owner represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms without the consent or approval of any third parties, and this Agreement constitutes the valid, binding and enforceable agreement of Owner.

(b) County Authority. The County represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms. Further, the County represents that this Agreement (i) has been duly authorized by the County and constitutes a valid, binding, and enforceable contract of the County, having been previously approved by a resolution adopted by the Nassau County Board of County Commissioners (the "Board") and signed by the Chairman and attested by the ^{Clerk} ~~Secretary~~ of such body; (ii) has been the subject of public hearings conducted by the Nassau County Planning and Zoning Board acting as the Local Planning Agency, by appropriate committee(s) of the Board, and by the full Board as required by law; (iii) complies with all requirements of law applicable to the County; (iv) does not violate any other agreement to which the County is a party, the Constitution of the State of Florida, or any charter provision,

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statute, rule, ordinance, judgment or other requirements of law to which the County is subject; and (v) meets the criteria set forth in Section 163.3220, et. seq., Florida Statutes.

(c) Duty to Honor. The County represents that it has a non-discretionary duty to honor and carry out the provisions of this Agreement under the Resolution which has authorized the County to enter into this Agreement and under Sections 163.3220, et seq.,

(d) Force Majeure. With respect to any time periods for performance of Owner set forth under the terms of this Agreement, such time periods shall be automatically extended for any force majeure event. For purposes of this Agreement the term "force majeure" shall mean acts of God, earthquakes, blizzards, tornadoes, hurricanes, fire, flood, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, public enemy, war (declared or undeclared), landslides, explosions, epidemics, compliance with any order, ruling, injunction or decree by any court, tribunal or judicial authority of competent jurisdiction, inability to obtain materials or supplies after the exercise of all reasonable efforts, compliance with rules and regulations of governmental authorities and any other similar circumstances beyond the reasonable control of Owner. Further, the time period for any performance by Owner shall be automatically extended during the period of any administrative or judicial proceedings relating to Owner's performance of its obligations under the terms of this Agreement.

26. Entire Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained

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herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this document.

27. Jurisdiction and Governing Law. The parties hereto further agree that any and all suits or actions at law shall initially be brought in Nassau County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida.

28. Notices. All notices, demands, requests or replies provided for or permitting by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Services, postage prepaid, to the addresses stated below; (c) by telephonic facsimile; or (d) by deposit with an overnight express delivery service. Copies of all notices sent by telephonic facsimile must also be sent by first class mail promptly after transmission by facsimile. Notices deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by overnight express delivery service shall be deemed effective one (1) business day after transmission to the telegraph company or after deposit with the express delivery service. Notice by personal delivery or telephonic facsimile shall be deemed effective at the time of personal delivery or at the time indicated by written confirmation of the transmission of such facsimile.

For purposes of notice, the address of the County shall be:

Director, Nassau County
Public Works Department
2290 State Road 200
Fernandina Beach, FL 32034
Telecopy Number: (904) 491-3611

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with a copy to: Nassau County Board of County Commissioners
J. H. Cooper, Chairman

Post Office Box 1010

Fernandina Beach, FL 32035

Telecopy Number: (904) 321-5795

The address of the Owner shall be:

Y.P.C., Inc.
c/o Karl B. Hanson, Jr.
50 North Laura Street, Suite 2800
Jacksonville, FL 32202
Telecopy Number: 904/353-1673

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

30. 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.

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

IN WITNESS WHEREOF the parties have set their hands and seals the

day and year first above written.

Signed, Sealed and Delivered
In the presence of:

Lawanda Parcha
(Print Name) : Lawanda Parcha

Joseph S. Thompson
(Print Name) : Joseph S. Thompson

Y.P.C., INC.,
a Florida Corporation

By: [Signature]

NASSAU COUNTY, FLORIDA

Chairman
Board of County Commissioners
Nassau County, Florida

[Signature]
J. H. COOPER

Brenda K. Liville
(Print Name) : Brenda K. Liville

Joyce T. Smalley
(Print Name) : Joyce T. Smalley

ATTEST:

[Signature]
J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

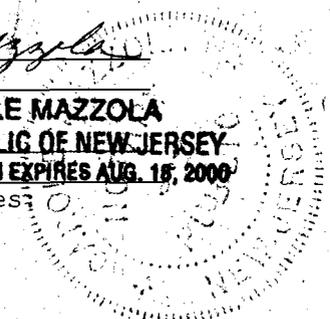
[Signature]
MICHAEL S. MULLIN

NEW JERSEY
STATE OF FLORIDA
COUNTY OF BERGEN

The foregoing instrument was acknowledged before me this 11th
day of May, 1999, by MICHAEL C. FALLON, as
PRESIDENT, of Y.P.C., Inc., a Florida Corporation, on
behalf of the corporation. He is personally known to me and did not
take an oath.

Carole Mazzola

(Print Name) Carole Mazzola
NOTARY PUBLIC: **CAROLE MAZZOLA**
State of NEW JERSEY
Commission # MY COMMISSION EXPIRES AUG. 18, 2000
My Commission Expires: 0



STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 29th
day of April, 1999, by J. H. Cooper, Chairman of the
Nassau County Board of County Commissioners. He is personally known to
me and 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
(Print Name) Janet E. Conn
NOTARY PUBLIC:
State of Florida
Commission # CC651935
My Commission Expires:

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 29th
day of April, 1999, by J. M. "Chip" Oxley, Jr., Ex-
Officio Clerk to the Nassau County Board of County Commissioners. He is
personally known to me and 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
(Print Name) Janet E. Conn
NOTARY PUBLIC:
State of Florida
Commission # CC651935
My Commission Expires:

EXHIBIT A-1

Legal Description of Northern Property

BK 0883 PG 1022

OFFICIAL RECORDS



NORTHERN PROPERTY

A PART OF SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 200 (A1A, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE WESTERLY RIGHT-OF-WAY LINE OF MINER ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH $22^{\circ}54'30''$ EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF MINER ROAD, A DISTANCE OF 764.69 FEET; THENCE SOUTH $72^{\circ}37'20''$ WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF MINER ROAD, A DISTANCE OF 212.78 FEET; THENCE NORTH $69^{\circ}03'40''$ WEST, A DISTANCE OF 468.69 FEET; THENCE NORTH $05^{\circ}56'11''$ WEST, ALONG A LINE TO IT'S INTERSECTION WITH AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 200, A DISTANCE OF 641.73 FEET; THENCE SOUTH $84^{\circ}43'10''$ EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 411.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.51 ACRES MORE OR LESS.

S:\SHARON\LEGAL\YULEE\BN DY

EXHIBIT A-2

Legal Description of Southern Property

BK0883pg1024
OFFICIAL RECORDS



SOUTHERN PROPERTY

A PART OF SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 200 (A1A, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AT ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF MINER ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 22°54'30" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF MINER ROAD, A DISTANCE OF 764.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 22°54'30" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF MINER ROAD, A DISTANCE OF 7007.18 FEET TO A POINT AT THE NORTHEAST CORNER OF YULEE WOODS SECTION THREE, AS RECORDED IN PLAT BOOK 5, PAGES 239 AND 240 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF AN 80 FOOT FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 671, PAGE 1922 OF SAID PUBLIC RECORDS; THENCE SOUTH 62°57'31" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF MINER ROAD AND ALONG THE NORTHERLY LINE OF SAID YULEE WOODS AND THE SOUTHERLY LINE OF SAID 80 FOOT FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 3282.31 FEET; THENCE NORTH 27°02'29" WEST LEAVING SAID NORTHERLY LINE OF YULEE WOODS, A DISTANCE OF 213.41 FEET TO A POINT IN THE EASTERLY LINE OF A WETLAND TRACT, AS RECORDED IN OFFICIAL RECORDS BOOK 765, PAGE 529 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID WETLAND TRACT RUN THE FOLLOWING 79 COURSES: COURSE NO. 1) NORTH 48°55'23" EAST, A DISTANCE OF 53.74 FEET; COURSE NO. 2) NORTH 43°41'24" EAST, A DISTANCE OF 50.45 FEET; COURSE NO. 3) SOUTH 81°26'29" EAST, A DISTANCE OF 24.70 FEET; COURSE NO. 4) NORTH 04°02'50" WEST, A DISTANCE OF 55.47 FEET; COURSE NO. 5) NORTH 56°29'40" EAST, A DISTANCE OF 38.01 FEET; COURSE NO. 6) NORTH 23°08'25" EAST, A DISTANCE OF 42.30 FEET; COURSE NO. 7) NORTH 52°49'12" EAST, A DISTANCE OF 48.85 FEET; COURSE NO. 8) NORTH 40°07'15" EAST, A DISTANCE OF 90.43 FEET; COURSE NO. 9) NORTH 32°51'54" EAST, A DISTANCE OF 39.05 FEET; COURSE NO. 10) NORTH 17°57'11" EAST, A DISTANCE OF 33.73 FEET; COURSE NO. 11) NORTH 57°28'56" EAST, A DISTANCE OF 25.94 FEET; COURSE NO. 12) NORTH 04°06'30" EAST, A DISTANCE OF 68.88 FEET; COURSE NO. 13) NORTH 09°16'40" WEST, A DISTANCE OF 49.04 FEET; COURSE NO. 14) NORTH 82°27'11" EAST, A DISTANCE OF 37.80 FEET; COURSE NO. 15) NORTH 33°30'20" WEST, A DISTANCE OF 44.72 FEET; COURSE NO. 16) NORTH 62°24'02" EAST, A DISTANCE OF 39.12 FEET; COURSE NO. 17) NORTH 05°46'39" WEST, A DISTANCE OF 39.41 FEET; COURSE NO. 18) NORTH 07°29'12" EAST, A DISTANCE OF 49.77 FEET; COURSE NO. 19) NORTH 33°01'24" EAST, A DISTANCE OF 37.05 FEET; COURSE NO. 20) NORTH 21°04'04" EAST, A

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DISTANCE OF 41.25 FEET; COURSE NO. 21) NORTH 63°58'19" EAST, A
 DISTANCE OF 13.15 FEET; COURSE NO. 22) NORTH 17°16'54" WEST, A
 DISTANCE OF 45.00 FEET; COURSE NO. 23) NORTH 09°44'57" EAST, A
 DISTANCE OF 55.01 FEET; COURSE NO. 24) NORTH 15°53'05" WEST, A
 DISTANCE OF 82.02 FEET; COURSE NO. 25) NORTH 12°11'39" EAST, A
 DISTANCE OF 52.84 FEET; COURSE NO. 26) NORTH 23°44'26" WEST, A
 DISTANCE OF 53.34 FEET; COURSE NO. 27) NORTH 00°41'14" EAST, A
 DISTANCE OF 38.90 FEET; COURSE NO. 28) NORTH 06°39'44" WEST, A
 DISTANCE OF 48.84 FEET; COURSE NO. 29) NORTH 80°47'46" WEST, A
 DISTANCE OF 55.87 FEET; COURSE NO. 30) NORTH 84°16'23" WEST, A
 DISTANCE OF 43.46 FEET; COURSE NO. 31) NORTH 04°38'45" WEST, A
 DISTANCE OF 50.22 FEET; COURSE NO. 32) SOUTH 87°18'55" EAST, A
 DISTANCE OF 23.41 FEET; COURSE NO. 33) SOUTH 58°01'50" EAST, A
 DISTANCE OF 47.51 FEET; COURSE NO. 34) NORTH 19°56'11" EAST, A
 DISTANCE OF 31.40 FEET; COURSE NO. 35) NORTH 32°02'31" WEST, A
 DISTANCE OF 58.94 FEET; COURSE NO. 36) NORTH 39°55'06" WEST, A
 DISTANCE OF 52.00 FEET; COURSE NO. 37) NORTH 10°25'00" WEST, A
 DISTANCE OF 58.42 FEET; COURSE NO. 38) NORTH 18°57'31" WEST, A
 DISTANCE OF 69.03 FEET; COURSE NO. 39) NORTH 10°21'51" WEST, A
 DISTANCE OF 74.55 FEET; COURSE NO. 40) NORTH 06°54'33" WEST, A
 DISTANCE OF 82.87 FEET; COURSE NO. 41) NORTH 00°10'34" WEST, A
 DISTANCE OF 60.02 FEET; COURSE NO. 42) NORTH 06°05'23" EAST, A
 DISTANCE OF 71.80 FEET; COURSE NO. 43) NORTH 09°49'24" WEST, A
 DISTANCE OF 49.48 FEET; COURSE NO. 44) NORTH 25°57'17" WEST, A
 DISTANCE OF 82.05 FEET; COURSE NO. 45) NORTH 11°44'39" WEST, A
 DISTANCE OF 90.08 FEET; COURSE NO. 46) NORTH 28°36'03" WEST, A
 DISTANCE OF 78.10 FEET; COURSE NO. 47) NORTH 05°59'22" WEST, A
 DISTANCE OF 161.11 FEET; COURSE NO. 48) NORTH 32°58'02" WEST, A
 DISTANCE OF 60.88 FEET; COURSE NO. 49) NORTH 09°09'39" WEST, A
 DISTANCE OF 42.24 FEET; COURSE NO. 50) NORTH 04°22'39" EAST, A
 DISTANCE OF 29.73 FEET; COURSE NO. 51) NORTH 01°26'51" WEST, A
 DISTANCE OF 66.94 FEET; COURSE NO. 52) NORTH 24°56'59" WEST, A
 DISTANCE OF 89.27 FEET; COURSE NO. 53) NORTH 12°30'19" WEST, A
 DISTANCE OF 89.21 FEET; COURSE NO. 54) NORTH 11°29'53" WEST, A
 DISTANCE OF 90.47 FEET; COURSE NO. 55) NORTH 08°50'06" EAST, A
 DISTANCE OF 99.72 FEET; COURSE NO. 56) NORTH 10°36'36" EAST, A
 DISTANCE OF 72.84 FEET; COURSE NO. 57) NORTH 21°46'44" WEST, A
 DISTANCE OF 44.78 FEET; COURSE NO. 58) NORTH 03°59'44" WEST, A
 DISTANCE OF 80.90 FEET; COURSE NO. 59) NORTH 11°07'10" WEST, A
 DISTANCE OF 115.57 FEET; COURSE NO. 60) NORTH 01°05'38" WEST, A
 DISTANCE OF 85.19 FEET; COURSE NO. 61) NORTH 38°05'20" WEST, A
 DISTANCE OF 71.56 FEET; COURSE NO. 62) NORTH 15°52'24" WEST, A
 DISTANCE OF 111.99 FEET; COURSE NO. 63) NORTH 16°53'12" WEST, A
 DISTANCE OF 43.93 FEET; COURSE NO. 64) NORTH 02°39'24" EAST, A
 DISTANCE OF 59.54 FEET; COURSE NO. 65) NORTH 12°35'20" WEST, A
 DISTANCE OF 53.46 FEET; COURSE NO. 66) NORTH 10°36'52" EAST, A
 DISTANCE OF 59.20 FEET; COURSE NO. 67) NORTH 14°44'44" EAST, A
 DISTANCE OF 72.89 FEET; COURSE NO. 68) NORTH 15°28'47" EAST, A

DISTANCE OF 60.35 FEET; COURSE NO. 69) NORTH 26°32'31" EAST, A
 DISTANCE OF 82.30 FEET; COURSE NO. 70) NORTH 38°15'11" EAST, A
 DISTANCE OF 77.20 FEET; COURSE NO. 71) NORTH 44°53'07" EAST, A
 DISTANCE OF 80.78 FEET; COURSE NO. 72) NORTH 13°36'25" EAST, A
 DISTANCE OF 58.82 FEET; COURSE NO. 73) NORTH 44°22'13" EAST, A
 DISTANCE OF 88.28 FEET; COURSE NO. 74) NORTH 39°27'21" EAST, A
 DISTANCE OF 85.16 FEET; COURSE NO. 75) NORTH 22°28'16" EAST, A
 DISTANCE OF 83.36 FEET; COURSE NO. 76) NORTH 57°49'27" EAST, A
 DISTANCE OF 82.01 FEET; COURSE NO. 77) NORTH 60°11'07" EAST, A
 DISTANCE OF 56.71 FEET; COURSE NO. 78) NORTH 83°26'42" EAST, A
 DISTANCE OF 65.52 FEET; COURSE NO. 79) NORTH 52°57'33" EAST, A
 DISTANCE OF 53.76 FEET TO A POINT IN THE WESTERLY LINE OF A 27.54
 ACRE TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 408, PAGE
 667 OF SAID PUBLIC RECORDS; THENCE SOUTH 01°25'50" WEST ALONG SAID
 27.54 ACRE TRACT OF LAND, A DISTANCE OF 126.50 FEET; THENCE NORTH
 85°45'50" EAST ALONG A SOUTHERLY LINE OF SAME, A DISTANCE OF 360.11
 FEET; THENCE NORTH 01°44'40" EAST ALONG AN EASTERLY LINE OF SAME,
 A DISTANCE OF 2123.70 FEET; THENCE NORTH 85°24'23" WEST ALONG A
 NORTHERLY LINE OF THE AFORESAID 27.54 ACRE TRACT OF LAND, A
 DISTANCE OF 164.23 FEET TO A POINT IN THE AFORESAID WETLAND TRACT;
 THENCE CONTINUING ALONG SAID WETLAND TRACT RUN THE FOLLOWING 40
 COURSES: COURSE NO. 1) NORTH 04°59'30" WEST, A DISTANCE OF 64.46
 FEET; COURSE NO. 2) NORTH 18°50'08" WEST, A DISTANCE OF 67.27 FEET;
 COURSE NO. 3) NORTH 07°54'42" WEST, A DISTANCE OF 118.61 FEET;
 COURSE NO. 4) NORTH 05°08'05" EAST, A DISTANCE OF 86.65 FEET;
 COURSE NO. 5) NORTH 09°51'42" WEST, A DISTANCE OF 89.20 FEET;
 COURSE NO. 6) NORTH 10°57'31" EAST, A DISTANCE OF 40.72 FEET;
 COURSE NO. 7) NORTH 25°25'12" WEST, A DISTANCE OF 34.26 FEET;
 COURSE NO. 8) NORTH 05°21'34" EAST, A DISTANCE OF 51.55 FEET;
 COURSE NO. 9) NORTH 14°34'17" WEST, A DISTANCE OF 31.02 FEET;
 COURSE NO. 10) NORTH 24°17'57" WEST, A DISTANCE OF 84.72 FEET;
 COURSE NO. 11) NORTH 40°55'26" WEST, A DISTANCE OF 137.91 FEET;
 COURSE NO. 12) NORTH 88°55'59" WEST, A DISTANCE OF 86.21 FEET;
 COURSE NO. 13) NORTH 42°04'34" EAST, A DISTANCE OF 32.53 FEET;
 COURSE NO. 14) NORTH 36°36'50" WEST, A DISTANCE OF 32.45 FEET;
 COURSE NO. 15) NORTH 60°11'19" WEST, A DISTANCE OF 33.29 FEET;
 COURSE NO. 16) NORTH 24°01'18" WEST, A DISTANCE OF 69.38 FEET;
 COURSE NO. 17) NORTH 59°54'22" WEST, A DISTANCE OF 61.19 FEET;
 COURSE NO. 18) SOUTH 81°12'34" WEST, A DISTANCE OF 54.67 FEET;
 COURSE NO. 19) NORTH 59°02'01" WEST, A DISTANCE OF 38.64 FEET;
 COURSE NO. 20) NORTH 73°17'55" WEST, A DISTANCE OF 55.04 FEET;
 COURSE NO. 21) SOUTH 87°03'45" WEST, A DISTANCE OF 61.52 FEET;
 COURSE NO. 22) SOUTH 77°39'56" WEST, A DISTANCE OF 46.03 FEET;
 COURSE NO. 23) SOUTH 65°18'53" WEST, A DISTANCE OF 32.28 FEET;
 COURSE NO. 24) NORTH 59°42'42" WEST, A DISTANCE OF 71.84 FEET;
 COURSE NO. 25) SOUTH 77°55'39" WEST, A DISTANCE OF 48.09 FEET;
 COURSE NO. 26) NORTH 37°33'17" WEST, A DISTANCE OF 58.27 FEET;
 COURSE NO. 27) NORTH 57°18'19" WEST, A DISTANCE OF 35.34 FEET;

OFFICIAL RECORDS

COURSE NO. 28) NORTH 35°36'26" WEST, A DISTANCE OF 67.12 FEET;
COURSE NO. 29) NORTH 86°26'49" WEST, A DISTANCE OF 40.48 FEET;
COURSE NO. 30) NORTH 81°51'34" WEST, A DISTANCE OF 42.43 FEET;
COURSE NO. 31) SOUTH 64°17'00" WEST, A DISTANCE OF 26.91 FEET;
COURSE NO. 32) NORTH 83°48'36" WEST, A DISTANCE OF 45.71 FEET;
COURSE NO. 33) NORTH 55°48'05" WEST, A DISTANCE OF 71.47 FEET;
COURSE NO. 34) NORTH 24°44'19" WEST, A DISTANCE OF 30.48 FEET;
COURSE NO. 35) NORTH 53°04'40" WEST, A DISTANCE OF 90.02 FEET;
COURSE NO. 36) NORTH 58°36'08" WEST, A DISTANCE OF 88.32 FEET;
COURSE NO. 37) NORTH 20°30'23" WEST, A DISTANCE OF 60.54 FEET;
COURSE NO. 38) NORTH 68°44'29" WEST, A DISTANCE OF 38.91 FEET;
COURSE NO. 39) NORTH 05°44'29" EAST, A DISTANCE OF 45.34 FEET;
COURSE NO. 40) SOUTH 80°54'32" WEST, A DISTANCE OF 85.56 FEET;
THENCE NORTH 72°37'20" EAST LEAVING SAID WETLAND LINE, A DISTANCE
OF 1025.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 239.89 ACRES MORE OR LESS.

THE ABOVE DESCRIBED TRACT OF LAND BEING SUBJECT TO AN 80 FOOT
FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS
BOOK 671, PAGE 1922 OF THE PUBLIC RECORDS OF SAID COUNTY.

THE ABOVE DESCRIBED TRACT OF LAND ALSO BEING SUBJECT TO A 30 FOOT
EASEMENT FOR INGRESS AND EGRESS TO RICHARD MINER THAT LEADS TO THE
AFOREMENTIONED 27.54 ACRE TRACT OF LAND, WHICH WAS CONVEYED IN
OFFICIAL RECORDS BOOK 408, PAGE 667 OF THE PUBLIC RECORDS OF SAID
COUNTY.

EXHIBIT B-1

Boundary Map of Northern Property

BK0883PG1029
OFFICIAL RECORDS

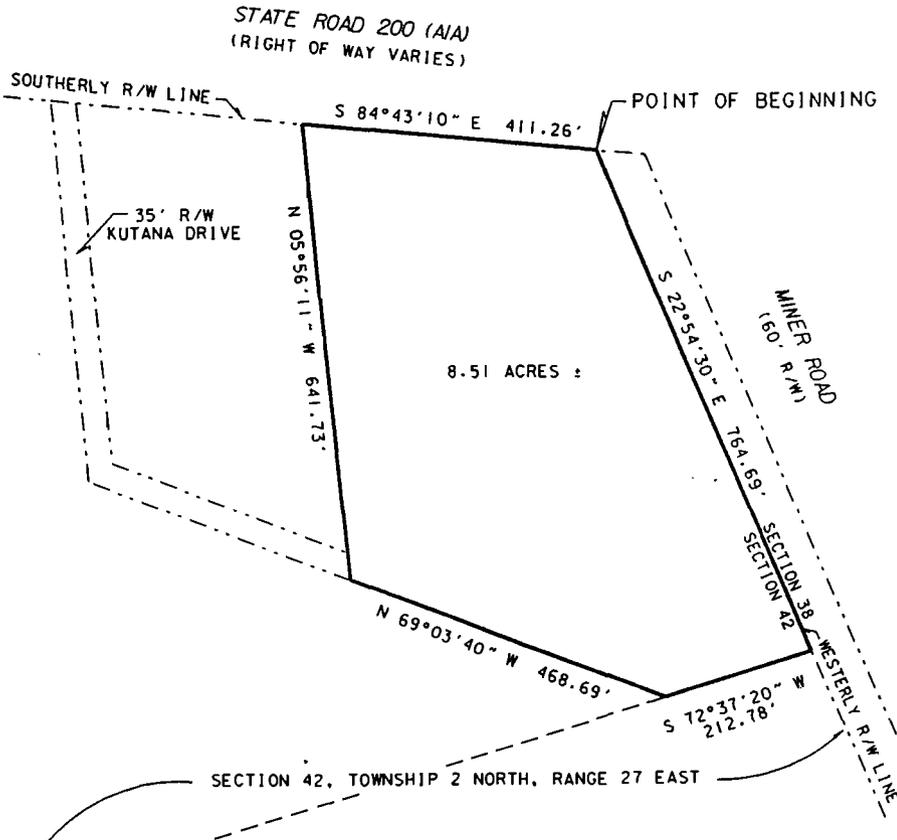
MAP OF

BK 0883 PG 1030

COMMERCIAL TRACT

A PART OF SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 200 (AIA, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE WESTERLY RIGHT-OF-WAY LINE OF MINER ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 22°54'30" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF MINER ROAD, A DISTANCE OF 764.69 FEET; THENCE SOUTH 72°37'20" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF MINER ROAD, A DISTANCE OF 212.78 FEET; THENCE NORTH 69°03'40" WEST, A DISTANCE OF 468.69 FEET; THENCE NORTH 05°56'11" WEST, ALONG A LINE TO IT'S INTERSECTION WITH AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 200, A DISTANCE OF 641.73 FEET; THENCE SOUTH 84°43'10" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 411.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.51 ACRES MORE OR LESS.



LEGEND:
R/W RIGHT-OF-WAY

NOTES:

- 1. BEARINGS SHOWN HEREON BASED ON S 62°57'31" W ON THE NORTH LINE OF YULEE WOODS SECTION THREE AS RECORDED IN PLAT BOOK 5, PAGE 239 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY



I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

Bessent, Hammack & Rickman, Inc.
Engineers • Planners • Landscape Architects • Surveyors
1900 Corporate Square Boulevard
Jacksonville, Florida 32216
Phone (904) 721-2991 Fax (904) 725-0171
Certification Number LB 6739

Carl J. Schellhase
CARL J. SCHELLHASE FLA. P.S.M. CERT. NO. LS 5021
DATED: OCTOBER 24, 19 97
SCALE: 1" = 200'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

EXHIBIT B-2

Boundary Map of Southern Property

8K0883PG1031

OFFICIAL RECORDS

MAP OF
YULEE SITE

BK 0883 PG 1033

OFFICIAL RECORDS
LINE TABLE (CONTINUED)

DISTANCE

BEARING

LINE

L62 N 15°52'24" W

L63 N 16°53'12" W

L64 N 02°39'24" E

L65 N 12°35'20" W

L66 N 10°36'52" E

L67 N 14°44'44" E

L68 N 15°28'47" E

L69 N 26°32'31" E

L70 N 38°13'11" E

L71 N 44°53'07" E

L72 N 13°36'25" E

L73 N 44°22'13" E

L74 N 39°27'21" E

L75 N 22°28'16" E

L76 N 57°49'27" E

L77 N 60°11'07" E

L78 N 83°26'42" E

L79 N 52°57'33" E

L80 S 01°25'50" W

L81 N 85°45'50" E

L82 N 85°24'23" W

L83 N 04°59'30" W

L84 N 18°50'08" W

L85 N 07°54'42" W

L86 N 05°08'05" E

L87 N 09°51'42" W

L88 N 10°57'31" E

L89 N 25°25'12" W

L90 N 05°21'34" E

L91 N 14°34'17" W

L92 N 24°17'57" W

L93 N 40°55'26" W

L94 N 88°55'59" W

L95 N 42°04'34" E

L96 N 36°36'50" W

L97 N 60°11'19" W

L98 N 24°01'18" W

L99 N 59°54'22" W

L100 S 81°12'34" W

L101 N 59°02'01" W

L102 N 73°17'55" W

L103 S 87°03'45" W

L104 S 77°39'56" W

L105 S 65°18'53" W

L106 N 59°42'42" W

L107 S 77°55'39" W

L108 N 37°33'17" W

L109 N 57°18'19" W

L110 N 35°36'26" W

L111 N 86°26'49" W

L112 N 81°51'34" W

L113 S 64°17'00" W

L114 N 83°48'36" W

L115 N 55°48'05" W

L116 N 24°44'19" W

L117 N 53°04'40" W

L118 N 58°36'08" W

L119 N 20°30'23" W

L120 N 68°44'29" W

L121 N 05°44'29" E

S 80°54'32" W

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BK 0003 PG 1034
OFFICIAL RECORDS

1997 Zoning Application

EXHIBIT C

January 27, 1997

BK0883 PG 1035
OFFICIAL RECORDS

Ms. Lessie Mosher
Nassau County, Public Works Department
2290 State Road 200
Fernandina Beach, Florida 32034

Subject: Rezoning Application
Yulee Site, South of State Road 200 and West of Miner Road
BHR Project 96247.01

Dear Lessie:

Enclosed please find the rezoning application for the above-referenced property, consisting of:

- Application and Consent Forms
- Exhibit A - Responses to Review Criteria
- Exhibit B - Legal Description
- Exhibit C - Site Plan
- Exhibit D - Tax Map
- Exhibit E - Zoning Map

The proposed rezoning is for a 239 acre parcel of land. This application is proposing a change in zoning from open rural to medium density residential in order to develop the site as single family residences. An application for a land use change is being submitted in conjunction with this application.

Please call if you have any questions.

Sincerely,

Valerie H. Evans
Valerie Evans
Planner
BESSANT, HAMMACK & RUCKMAN, INC.

cc: Keith Duane
Karl Hanson

S:\VALERIE\YULEE\ZONING.AP

APPLICATION FOR A REZONING

42 - 2N - 27 - 0000 - 0001 - 0000

Parcel Identification Number (18 digit number) **BR0003PG1036**

OFFICIAL RECORDS

Map Number:	_____
Commission Dist.:	_____
Census Tract:	_____
Application #:	_____
Date Filed:	_____

Office Use Only

1. Legal Description: Lot _____, Block _____, Subdivision _____, Page _____, Plat Book _____, See Attached _____ (Please attach Legal Description if not located in a subdivision)

2. Location: On the _____ south _____ side of _____ State Road 200 (AIA) _____ (street) between _____ U.S. Highway 17 _____ and _____ Miner Road _____ (street)

3. Name and address of the owner as shown in the public records of Nassau County: _____ YPC, Inc.

50 N. Laura Street, Suite 2800
Jacksonville, FL 32202

4. Current Zoning District: _____ Open Rural

5. Requested Zoning District: _____ Residential Single Family 2 (RS-2)

6. Future Land Use Designation: _____ Rural/Low Density Residential

7. Addresses: In the label sheet provided please list the names and addresses of all property owners within 300 feet of the land upon which this rezoning is requested. (Must be obtained from the Property Appraiser's Office).

8. Property Use (list any improvements on the site or uses): _____ Planted Pine Forest

9. Rezoning Review Criteria:

On a separate sheet of paper (8.5" x 11") please answer the following in detail (Attach as Exhibit "A"):

- a. Is the proposed change contrary to the established land use pattern?
- b. Would the proposed change create an isolated district unrelated to adjacent and nearby districts?
- c. Would the proposed change materially alter the population density pattern and thereby overload public facilities such as schools, utilities, streets, etc?
- d. Are existing district boundaries illogically drawn in relation to existing conditions on the property proposed for change?
- e. Is the proposed change contrary to the long range land use plans?

Select newspaper for legal notice:

Fernandina Beach News Leader

Nassau County Record

X

Signature of Owner: _____
 Signature of Agent: Walter H. Evans
 Address: 1900 Corporate Square Boulevard
 Bessent, Hammack & Ruckman, Inc.
 Jacksonville, FL 32216
 Telephone: 904-721-2991

In filing this application for a Zoning Exception, the undersigned understands it becomes a part of the official records of the Planning Board and does hereby certify that all information contained herein is true to the best of his/her knowledge.

11. Has any application been submitted within the last two (2) years for a Zoning Exception, Zoning Variance, or for the Rezoning of any portion of the parcel included in this application? No _____ If so, give details of such application and final disposition.

10. Supporting data which is considered by the Planning Board:

Site Plan (Attach Exhibit "B") X
 Lot Acreage to be rezoned (show on Exhibit "B") X
 Tax Map (Attach Exhibit "C") X
 Zoning Map (Attach Exhibit "D") X
 Any additional data (Attach as additional Exhibits "E-2") _____

- f. Do changes or changing conditions make the approval of proposed rezoning desirable?
- g. Will the proposed change adversely influence living conditions in the neighborhood?
- h. Will the proposed change create or excessively increase traffic congestion or otherwise affect public safety?
- i. Will the proposed change create drainage problem?
- j. Will the proposed change be a deterrent to the improvement of adjacent property in accord with existing regulations?
- k. Will the proposed change affect property values in the adjacent area?
- l. Will the proposed change constitute a grant of special privilege to an individual owner as contrasted with the public welfare?
- m. Are there substantial reasons why the property cannot be used in accord with existing zoning?
- n. Is the proposed change out of scale with the needs of the neighborhood or the city?
- o. Are there other sites in this general location already zoned to permit the proposed use?
- p. Is the width and area of the parcel sought to be rezoned adequate to accommodate the proposed use?

BR 00361037
 OFFICIAL RECORDS

CONSENT FOR INSPECTION

BK 0883 PG 1038

I, Michael C.J. Fallon, the owner, agent or occupant of the premises

at South of S.R. 200 - West of Miner Rd. do hereby consent to the inspection of said pre-

mises and the posting of a public notice by an employee of the Planning & Zoning Department, Nassau

County, Florida, in conjunction with Zoning Application _____, without further notice.

Dated this 24th day of January, 1997.

Time: 10:45 A.M./P.M.

(Signature of Owner, Agent, or Occupant)

201-575-4334
(Telephone Number)

STATE OF FLORIDA:

COUNTY OF NASSAU:

The foregoing instrument was acknowledged before me this 24th day of January, 1997

by Michael C.J. Fallon, who is personally known to me or who has produced

as identification and who (did, did not) take an oath.

(seal)

Notary Public Signature

MICHAEL LE SNOW

Notary Public of Jersey

Commission Expires July 26, 2000

Name (typed, printed or stamped)

Notary Public

Serial Number

(if applicable)

AGENT AUTHORIZATION

OFFICIAL RECORDS

I, Michael C.T. Fallon, the owner of parcel 42-2N-27-0000-0001-0000

(Parcel Identification Number)

located on the South side of S.R. 200

(east, south, west)

(street/road)

Valerie F. Evans do hereby authorize Valerie F. Evans

(Agent Name)

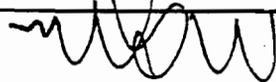
to act as my Agent in conjunction with Zoning Application _____, without

any further notice.

Dated this 24th day of January, 1997.

Time: 10:45 A.M./P.M.

Signature of Owner



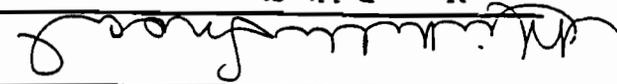
Telephone Number

201-575-4334

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 24th day of January, 1997, by Michael C.T. Fallon, who is personally known to me and who has produced _____ as identification and who (did, did not) take an oath.

(Seal)


Notary Public Signature
MICHELLE SNOCH
Notary Public of New Jersey
Commission Expires July 26, 2000
Name (typed, printed or stamped)

NOTARY PUBLIC

SERIAL #

(if applicable)

BK0883 PG 1040
OFFICIAL RECORDS

Exhibit A
Rezoning Review Criteria

A. Is the proposed change contrary to the established land use pattern?

The proposed land use change is consistent with the emerging land use pattern in Yulee. The increasing commercial and industrial development along the AIA corridor east of I-95 is creating a need for additional housing in Yulee. Lotton Oaks, a mid-range housing development east of the subject property, is beginning to establish a pattern for quality single-family residential development in the area. A number of areas adjacent to the subject property are designated as low and medium density residential on the Future Land Use Map in response to the changing needs of the community.

B. Would the proposed change create an isolated district unrelated to adjacent and nearby districts?

The proposed development does not create an isolated district due to its close proximity U.S. 17 and AIA. The subject property is adjacent to Oak Woods, a residential subdivision on the east side of Miner Road and Yulee Woods, a mobile home community, to the South.

C. Would the proposed change materially alter the population density pattern and thereby overload public facilities such as schools, utilities, streets, etc.?

The proposed change will provide housing for the increasing population projected for Nassau County. This area is experiencing growth due commercial development in Nassau County and north Duval County. Adequate utility service is available to serve the intensity of the proposed development.

D. Are existing district boundaries illogically drawn in relation to existing conditions on the property proposed to change?

The boundaries of the property are defined in a logical manner relative to existing conditions on the property. The property is defined by a jurisdictional wetland on the west which provides a natural buffer and by Miner Road on the east which provides obvious access to the proposed development.

E. Is the proposed change contrary to the long range land use plans?

Currently, an application has been submitted to the amend the Future Land Use Map from rural residential to medium density residential.

F. Do changed or changing conditions make the approval of the proposed rezoning desirable?

A need to re-evaluate the zoning conditions is desirable due to: the growth and expansion of commercial and industrial development along the AIA and U.S. 17 corridors; the expansion of

economic activity in north Duval County; and the in-migration of civilian and military personnel assigned to the U.S. Naval Submarine Base in Kings Bay Georgia.

BK0883pg1042

OFFICIAL RECORDS

G. Will the proposed change adversely influence living conditions in the neighborhood?

The proposed change will increase the quality of life in Yulee by providing a high quality conventional single family development.

H. Will the proposed change create or excessively increase traffic congestion or otherwise affect public safety?

The proposed change will increase activity on Miner Road and A1A; however it will be low speed local traffic. Miner Road will not be impacted by adverse commercial traffic activity from the proposed development. Any impact on traffic will be addressed at the time of development review.

I. Will the proposed change create a drainage problem?

Drainage will be addressed at the time of development. A system of retention ponds will be designed to appropriately handle retention and disposition of stormwater runoff.

J. Will the proposed change be a deterrent to the improvement or development of adjacent property in accord with existing regulations?

The proposed change is complementary to the type of single family development already occurring in the area. The development of this property will encourage the development of additional high-quality single family development as well as ancillary commercial development to serve the needs of the growing community.

K. Will the proposed change affect property values in the adjacent area?

Property values in the immediate vicinity of the subject property could be elevated due to the quality of homes being developed, and the provision of area wide infrastructure.

L. Will the proposed change constitute a grant of special privilege to an individual owner as contrasted with public welfare?

The proposed development will provide the residents of Nassau County with a quality single family development-- an alternative housing type to the mobile and manufactured homes which have dominated the rural area of the County.

M. Are their substantial reasons why the property cannot be used in a particular zoning?

It is appropriate to develop this property at a higher density due to its proximity and access to ALA and U.S. 17. Urban services are available to accommodate the density of the proposed development. It is beneficial for Nassau County to concentrate its development in the growing areas in order to control and curtail leap-frog development patterns.

N. Is the proposed change out of scale with the needs of the neighborhood or the city?

The Comprehensive Plan identifies a need for conventional single family subdivisions to accommodate the growing population. This development will provide alternative choices to families relocating to the area due to the growing job market in the region.

O. Are there other sites in this general location already zoned to permit the proposed use?

Other sites in the area have a future land use designation that allow for properties to be rezoned as low and medium residential development; however, a number of parcels adjacent to the site remain zoned as open rural.

P. Is the width and area of the parcel sought to be rezoned adequate to accommodate the proposed use?

The subject property is approximately 239 acres with an average depth of 1,600 feet. The size as well as the configuration of the parcel will adequately accommodate the proposed development.

BK0003 PG 1044
OFFICIAL RECORDS

Exhibit B
Legal Description

A PART OF SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A POINT IN THE SOUTHERLY RIGHT-WAY LINE OF STATE ROAD NUMBER 200 (A1A), A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AT ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF MINER ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 22.54.30" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF MINER ROAD, A DISTANCE OF 764.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 22.54.30" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF MINER ROAD, A DISTANCE OF 7007.18 FEET TO A POINT AT THE NORTHEAST CORNER OF YULEE WOODS SECTION THREE, AS RECORDED IN PLAT BOOK 5, PAGES 239 AND 240 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF AN 80 FOOT FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 671, PAGE 1922 OF SAID PUBLIC RECORDS; THENCE SOUTH 62.57.31" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF MINER ROAD AND ALONG THE NORTHERLY LINE OF SAID YULEE WOODS AND THE SOUTHERLY LINE OF SAID 80 FOOT FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 3282.31 FEET; THENCE NORTH 27.02.29" WEST LEAVING SAID NORTHERLY LINE OF YULEE WOODS, A DISTANCE OF 213.41 FEET TO A POINT IN THE EASTERLY LINE OF A WETLAND TRACT, AS RECORDED IN OFFICIAL RECORDS BOOK 765, PAGE 529 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID WETLAND TRACT RUN THE FOLLOWING 79 COURSES: COURSE NO. 1) NORTH 48.55.23" EAST, A DISTANCE OF 53.74 FEET; COURSE NO. 2) NORTH 43.41.24" EAST, A DISTANCE OF 50.45 FEET; COURSE NO. 3) SOUTH 81.26.29" EAST, A DISTANCE OF 24.70 FEET; COURSE NO. 4) NORTH 04.02.50" WEST, A DISTANCE OF 55.47 FEET; COURSE NO. 5) NORTH 56.29.40" EAST, A DISTANCE OF 38.01 FEET; COURSE NO. 6) NORTH 23.08.25" EAST, A DISTANCE OF 42.30 FEET; COURSE NO. 7) NORTH 52.49.12" EAST, A DISTANCE OF 48.85 FEET; COURSE NO. 8) NORTH 40.07.15" EAST, A DISTANCE OF 90.43 FEET; COURSE NO. 9) NORTH 32.51.54" EAST, A DISTANCE OF 39.05 FEET; COURSE NO. 10) NORTH 17.57.11" EAST, A DISTANCE OF 33.73 FEET; COURSE NO. 11) NORTH 57.28.56" EAST, A DISTANCE OF 25.94 FEET; COURSE NO. 12) NORTH 04.06.30" EAST, A DISTANCE OF 68.88 FEET; COURSE NO. 13) NORTH 09.16.40" WEST, A DISTANCE OF 49.04 FEET; COURSE NO. 14) NORTH 82.27.11" EAST, A DISTANCE OF 37.80 FEET; COURSE NO. 15) NORTH 33.30.20" WEST, A DISTANCE OF 44.72 FEET; COURSE NO. 16) NORTH 62.24.02" EAST, A DISTANCE OF 39.12 FEET; COURSE NO. 17) NORTH 05.46.39" WEST, A DISTANCE OF 39.41 FEET; COURSE NO. 18) NORTH 07.29.12" EAST, A DISTANCE OF 49.77 FEET; COURSE NO. 19) NORTH 33.01.24" EAST, A DISTANCE OF 37.05 FEET; COURSE NO. 20) NORTH 21.04.04" EAST, A DISTANCE OF 41.25 FEET; COURSE NO. 21) NORTH 63.58.19" EAST, A DISTANCE OF 13.15 FEET; COURSE NO. 22) NORTH 17.16.54" WEST, A DISTANCE OF 45.00 FEET; COURSE NO. 23) NORTH 09.44.57" EAST, A DISTANCE OF 55.01 FEET; COURSE NO. 24) NORTH 15.53.05" WEST, A DISTANCE OF 82.02 FEET; COURSE NO. 25) NORTH 12.11.39" EAST, A DISTANCE OF 52.84 FEET; COURSE NO. 26) NORTH 23.44.26" WEST, A DISTANCE OF 53.34 FEET; COURSE NO. 27) NORTH 00.41.14" EAST, A DISTANCE OF 38.90 FEET; COURSE NO. 28) NORTH

06	39.44"	WEST,	A	DISTANCE	OF	48.84	FEET;	COURSE	NO.	30	NORTH
80	47.46"	WEST,	A	DISTANCE	OF	55.87	FEET;	COURSE	NO.	31	NORTH
84	16.23"	WEST,	A	DISTANCE	OF	43.46	FEET;	COURSE	NO.	31	NORTH
04	38.45"	WEST,	A	DISTANCE	OF	50.22	FEET;	COURSE	NO.	32	SOUTH
87	18.55"	EAST,	A	DISTANCE	OF	23.41	FEET;	COURSE	NO.	33	SOUTH
58	01.50"	EAST,	A	DISTANCE	OF	47.51	FEET;	COURSE	NO.	34	NORTH
19	56.11"	EAST,	A	DISTANCE	OF	31.40	FEET;	COURSE	NO.	35	NORTH
32	02.31"	WEST,	A	DISTANCE	OF	58.94	FEET;	COURSE	NO.	36	NORTH
39	55.06"	WEST,	A	DISTANCE	OF	52.00	FEET;	COURSE	NO.	37	NORTH
10	25.00"	WEST,	A	DISTANCE	OF	58.42	FEET;	COURSE	NO.	38	NORTH
18	57.31"	WEST,	A	DISTANCE	OF	69.03	FEET;	COURSE	NO.	39	NORTH
10	21.51"	WEST,	A	DISTANCE	OF	74.55	FEET;	COURSE	NO.	40	NORTH
06	54.33"	WEST,	A	DISTANCE	OF	82.87	FEET;	COURSE	NO.	41	NORTH
00	10.34"	WEST,	A	DISTANCE	OF	60.02	FEET;	COURSE	NO.	42	NORTH
06	05.23"	EAST,	A	DISTANCE	OF	71.80	FEET;	COURSE	NO.	43	NORTH
09	49.24"	WEST,	A	DISTANCE	OF	49.48	FEET;	COURSE	NO.	44	NORTH
25	57.17"	WEST,	A	DISTANCE	OF	82.05	FEET;	COURSE	NO.	45	NORTH
11	44.39"	WEST,	A	DISTANCE	OF	90.08	FEET;	COURSE	NO.	46	NORTH
28	36.03"	WEST,	A	DISTANCE	OF	78.10	FEET;	COURSE	NO.	47	NORTH
05	59.22"	WEST,	A	DISTANCE	OF	161.11	FEET;	COURSE	NO.	48	NORTH
32	58.02"	WEST,	A	DISTANCE	OF	60.88	FEET;	COURSE	NO.	49	NORTH
09	09.39"	WEST,	A	DISTANCE	OF	42.24	FEET;	COURSE	NO.	50	NORTH
04	22.39"	EAST,	A	DISTANCE	OF	29.73	FEET;	COURSE	NO.	51	NORTH
01	26.51"	WEST,	A	DISTANCE	OF	66.94	FEET;	COURSE	NO.	52	NORTH
24	56.59"	WEST,	A	DISTANCE	OF	89.27	FEET;	COURSE	NO.	53	NORTH
12	30.19"	WEST,	A	DISTANCE	OF	89.21	FEET;	COURSE	NO.	54	NORTH
11	29.53"	WEST,	A	DISTANCE	OF	90.47	FEET;	COURSE	NO.	55	NORTH
08	50.06"	EAST,	A	DISTANCE	OF	99.72	FEET;	COURSE	NO.	56	NORTH
10	36.36"	EAST,	A	DISTANCE	OF	72.84	FEET;	COURSE	NO.	57	NORTH
21	46.44"	WEST,	A	DISTANCE	OF	44.78	FEET;	COURSE	NO.	58	NORTH
03	59.44"	WEST,	A	DISTANCE	OF	80.90	FEET;	COURSE	NO.	59	NORTH
11	07.10"	WEST,	A	DISTANCE	OF	115.57	FEET;	COURSE	NO.	60	NORTH
01	05.38"	WEST,	A	DISTANCE	OF	85.19	FEET;	COURSE	NO.	61	NORTH
38	05.20"	WEST,	A	DISTANCE	OF	71.56	FEET;	COURSE	NO.	62	NORTH
15	52.24"	WEST,	A	DISTANCE	OF	111.99	FEET;	COURSE	NO.	63	NORTH
16	53.12"	WEST,	A	DISTANCE	OF	43.93	FEET;	COURSE	NO.	64	NORTH
02	39.24"	EAST,	A	DISTANCE	OF	59.54	FEET;	COURSE	NO.	65	NORTH
12	35.20"	WEST,	A	DISTANCE	OF	53.46	FEET;	COURSE	NO.	66	NORTH
10	36.52"	EAST,	A	DISTANCE	OF	59.20	FEET;	COURSE	NO.	67	NORTH
14	44.44"	EAST,	A	DISTANCE	OF	72.89	FEET;	COURSE	NO.	68	NORTH
15	28.47"	EAST,	A	DISTANCE	OF	60.35	FEET;	COURSE	NO.	69	NORTH
26	32.31"	EAST,	A	DISTANCE	OF	82.30	FEET;	COURSE	NO.	70	NORTH
38	13.11"	EAST,	A	DISTANCE	OF	77.20	FEET;	COURSE	NO.	71	NORTH
44	53.07"	EAST,	A	DISTANCE	OF	80.78	FEET;	COURSE	NO.	72	NORTH
13	36.25"	EAST,	A	DISTANCE	OF	58.82	FEET;	COURSE	NO.	73	NORTH
44	22.13"	EAST,	A	DISTANCE	OF	88.28	FEET;	COURSE	NO.	74	NORTH
39	27.21"	EAST,	A	DISTANCE	OF	85.16	FEET;	COURSE	NO.	75	NORTH
22	28.16"	EAST,	A	DISTANCE	OF	83.36	FEET;	COURSE	NO.	76	NORTH
57	49.27"	EAST,	A	DISTANCE	OF	82.01	FEET;	COURSE	NO.	77	NORTH
60	11.07"	EAST,	A	DISTANCE	OF	56.71	FEET;	COURSE	NO.	78	NORTH
83	26.42"	EAST,	A	DISTANCE	OF	65.52	FEET;	COURSE	NO.	79	NORTH
52	57.33"	EAST,	A	DISTANCE	OF	53.76	FEET TO A POINT IN THE WESTERLY				

OFFICIAL RECORDS

LINE OF A 27.54 ACRE TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 408, PAGE 667 OF SAID PUBLIC RECORDS; THENCE SOUTH 01.25.50 WEST ALONG SAID 27.54 ACRE TRACT OF LAND, A DISTANCE OF 126.50 FEET; THENCE NORTH 85.45.50 EAST ALONG A SOUTHERLY LINE OF SAME, A DISTANCE OF 360.11 FEET; THENCE NORTH 01.44.40 EAST ALONG AN EASTERLY LINE OF SAME, A DISTANCE OF 2123.70 FEET; THENCE NORTH 85.24.23 WEST ALONG A NORTHERLY LINE OF THE AFORESAID 27.54 ACRE TRACT OF LAND, A DISTANCE OF 164.23 FEET TO A POINT IN THE AFORESAID WETLAND TRACT; THENCE CONTINUING ALONG SAID WETLAND TRACT RUN THE FOLLOWING 40 COURSES: COURSE NO. 1) NORTH 04.59.30 WEST, A DISTANCE OF 64.46 FEET; COURSE NO. 2) NORTH 18.50.08 WEST, A DISTANCE OF 67.27 FEET; COURSE NO. 3) NORTH 07.54.42 WEST, A DISTANCE OF 118.61 FEET; COURSE NO. 4) NORTH 05.08.05 EAST, A DISTANCE OF 86.65 FEET; COURSE NO. 5) NORTH 09.51.42 WEST, A DISTANCE OF 89.20 FEET; COURSE NO. 6) NORTH 10.57.31 EAST, A DISTANCE OF 40.72 FEET; COURSE NO. 7) NORTH 25.25.12 WEST, A DISTANCE OF 34.26 FEET; COURSE NO. 8) NORTH 05.21.34 EAST, A DISTANCE OF 51.55 FEET; COURSE NO. 9) NORTH 14.34.17 WEST, A DISTANCE OF 31.02 FEET; COURSE NO. 10) NORTH 24.17.57 WEST, A DISTANCE OF 84.72 FEET; COURSE NO. 11) NORTH 40.55.26 WEST, A DISTANCE OF 137.91 FEET; COURSE NO. 12) NORTH 88.55.59 WEST, A DISTANCE OF 86.21 FEET; COURSE NO. 13) NORTH 42.04.34 EAST, A DISTANCE OF 32.53 FEET; COURSE NO. 14) NORTH 36.36.50 WEST, A DISTANCE OF 32.45 FEET; COURSE NO. 15) NORTH 60.11.19 WEST, A DISTANCE OF 33.29 FEET; COURSE NO. 16) NORTH 24.01.18 WEST, A DISTANCE OF 69.38 FEET; COURSE NO. 17) NORTH 59.54.22 WEST, A DISTANCE OF 61.19 FEET; COURSE NO. 18) SOUTH 81.12.34 WEST, A DISTANCE OF 54.67 FEET; COURSE NO. 19) NORTH 59.02.01 WEST, A DISTANCE OF 38.64 FEET; COURSE NO. 20) NORTH 73.17.55 WEST, A DISTANCE OF 55.04 FEET; COURSE NO. 21) SOUTH 87.03.45 WEST, A DISTANCE OF 61.52 FEET; COURSE NO. 22) SOUTH 77.39.56 WEST, A DISTANCE OF 46.03 FEET; COURSE NO. 23) SOUTH 65.18.53 WEST, A DISTANCE OF 32.28 FEET; COURSE NO. 24) NORTH 59.42.42 WEST, A DISTANCE OF 71.84 FEET; COURSE NO. 25) SOUTH 77.55.39 WEST, A DISTANCE OF 48.09 FEET; COURSE NO. 26) NORTH 37.33.17 WEST, A DISTANCE OF 58.27 FEET; COURSE NO. 27) NORTH 57.18.19 WEST, A DISTANCE OF 35.34 FEET; COURSE NO. 28) NORTH 35.36.26 WEST, A DISTANCE OF 67.12 FEET; COURSE NO. 29) NORTH 86.26.49 WEST, A DISTANCE OF 40.48 FEET; COURSE NO. 30) NORTH 81.51.34 WEST, A DISTANCE OF 42.43 FEET; COURSE NO. 31) SOUTH 64.17.00 WEST, A DISTANCE OF 26.91 FEET; COURSE NO. 32) NORTH 83.48.36 WEST, A DISTANCE OF 45.71 FEET; COURSE NO. 33) NORTH 55.48.05 WEST, A DISTANCE OF 71.47 FEET; COURSE NO. 34) NORTH 24.44.19 WEST, A DISTANCE OF 30.48 FEET; COURSE NO. 35) NORTH 53.04.40 WEST, A DISTANCE OF 90.02 FEET; COURSE NO. 36) NORTH 58.36.08 WEST, A DISTANCE OF 88.32 FEET; COURSE NO. 37) NORTH 20.30.23 WEST, A DISTANCE OF 60.54 FEET; COURSE NO. 38) NORTH 68.44.29 WEST, A DISTANCE OF 38.91 FEET; COURSE NO. 39) NORTH 05.44.29 EAST, A DISTANCE OF 45.34 FEET; COURSE NO. 40) SOUTH 80.54.32 WEST, A DISTANCE OF 85.56 FEET; THENCE NORTH 72.37.20 EAST LEAVING SAID WETLAND LINE, A DISTANCE OF 1025.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 239.89 ACRES MORE OR LESS.
THE ABOVE DESCRIBED TRACT OF LAND BEING SUBJECT TO AN 80 FOOT
FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS
BOOK 671, PAGE 1922 OF THE PUBLIC RECORDS OF SAID COUNTY.
THE ABOVE DESCRIBED TRACT OF LAND ALSO BEING SUBJECT TO A 30 FOOT
EASEMENT FOR INGRESS AND EGRESS TO RICHARD MINER THAT LEADS TO THE
AFOREMENTIONED 27.54 ACRE TRACT OF LAND, WHICH WAS CONVEYED IN
OFFICIAL RECORDS BOOK 408, PAGE 667 OF THE PUBLIC RECORDS OF SAID
COUNTY.

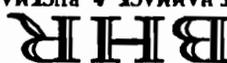
8K0003 PG 1049
OFFICIAL RECORDS

EXHIBIT C
Site Plan

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATION NUMBER LD 6739
19041 721-3066
JACKSONVILLE, FLORIDA 32216
1900 CORPORATE SQUARE BLDG.
SURVEYING DEPARTMENT

CONSULTING AND DESIGN ENGINEERS, PLANNERS, SURVEYORS
BRESSENT, HAMACK & RUCKMAN, INC.



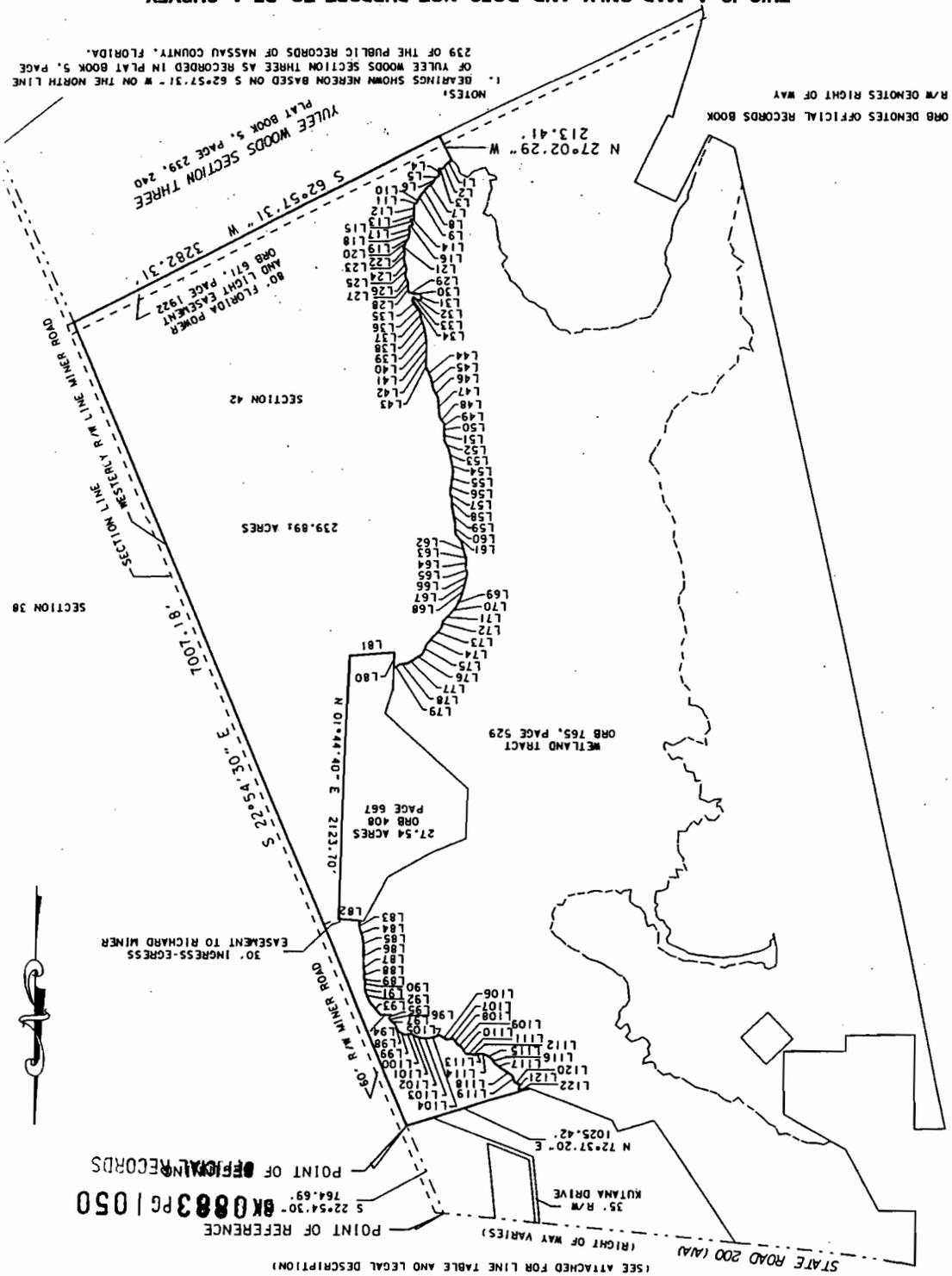
CARL J. SCHELLHASE F.L.A. P.S.M. CERT. NO. LS 8021

Carl J. Schellhase

I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.07 OF THE FLORIDA STATUTES, AND 817-8 OF THE FLORIDA ADMINISTRATIVE CODE.

THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY

1. BEARINGS SHOWN HEREON BASED ON S 62°57'31" W ON THE NORTH LINE OF YULEE WOODS SECTION THREE AS RECORDED IN PLAT BOOK 5, PAGE 239 OF THE PUBLIC RECORDS OF MASSAU COUNTY, FLORIDA.



POINT OF REFERENCE
S 22°54'30" E 764.69'
POINT OF ORIGINAL RECORDS
088361050

(SEE ATTACHED FOR LINE TABLE AND LEGAL DESCRIPTION)

MAP OF YULEE SITE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 48°55'23" E	53.74	L62	N 15°52'24" W	111.99
L2	N 43°41'24" E	50.45	L63	N 16°53'12" W	43.93
L3	S 81°26'29" E	24.70	L64	N 02°39'24" E	59.54
L4	N 04°02'50" W	55.47	L65	N 12°35'20" W	53.46
L5	N 56°29'40" E	38.01	L66	N 10°36'52" E	59.20
L6	N 23°08'25" E	42.30	L67	N 14°44'44" E	72.89
L7	N 52°49'12" E	48.85	L68	N 15°28'47" E	60.35
L8	N 40°07'15" E	90.43	L69	N 26°32'31" E	82.30
L9	N 32°51'54" E	39.05	L70	N 38°13'11" E	77.20
L10	N 17°57'11" E	33.73	L71	N 44°53'07" E	80.78
L11	N 57°28'56" E	25.94	L72	N 13°36'25" E	58.82
L12	N 04°06'30" E	68.88	L73	N 44°22'13" E	88.28
L13	N 09°16'40" W	49.04	L74	N 39°27'21" E	85.16
L14	N 82°27'11" E	37.80	L75	N 22°28'16" E	83.36
L15	N 33°30'20" W	44.72	L76	N 57°49'27" E	82.01
L16	N 62°24'02" E	39.12	L77	N 60°11'07" E	56.71
L17	N 05°46'39" W	39.41	L78	N 83°26'42" E	65.52
L18	N 07°29'12" E	49.77	L79	N 52°57'33" E	53.76
L19	N 33°01'24" E	37.05	L80	S 01°25'50" W	126.50
L20	N 21°04'04" E	41.25	L81	N 85°45'50" E	360.11
L21	N 63°58'19" E	13.15	L82	N 85°24'23" W	164.23
L22	N 17°16'54" W	45.00	L83	N 04°59'30" W	64.46
L23	N 09°44'57" E	55.01	L84	N 18°50'08" W	67.27
L24	N 15°53'05" W	82.02	L85	N 07°54'42" W	118.61
L25	N 12°11'39" E	52.84	L86	N 05°08'05" E	86.65
L26	N 23°44'26" W	53.34	L87	N 09°51'42" W	89.20
L27	N 00°41'14" E	38.90	L88	N 10°57'31" E	40.72
L28	N 06°39'44" W	48.84	L89	N 25°25'12" W	34.26
L29	N 80°47'46" W	55.87	L90	N 05°21'34" E	51.55
L30	N 84°16'23" W	43.46	L91	N 14°34'17" W	31.02
L31	N 04°38'45" W	50.22	L92	N 24°17'57" W	84.72
L32	S 87°18'55" E	23.41	L93	N 40°55'26" W	137.91
L33	S 58°01'50" E	47.51	L94	N 88°55'59" W	86.21
L34	N 19°56'11" E	31.40	L95	N 42°04'34" E	32.53
L35	N 32°02'31" W	58.94	L96	N 36°36'50" W	32.45
L36	N 39°55'06" W	52.00	L97	N 60°11'19" W	33.29
L37	N 10°25'00" W	58.42	L98	N 24°01'18" W	69.38
L38	N 18°57'31" W	69.03	L99	N 59°54'22" W	61.19
L39	N 10°21'51" W	74.55	L100	S 81°12'34" W	54.67
L40	N 06°54'33" W	82.87	L101	N 59°02'01" W	38.64
L41	N 00°10'34" W	60.02	L102	N 73°17'55" W	55.04
L42	N 06°05'23" E	71.80	L103	S 87°03'45" W	61.52
L43	N 09°49'24" W	49.48	L104	S 77°39'56" W	46.03
L44	N 25°57'17" W	82.05	L105	S 65°18'53" W	32.28
L45	N 11°44'39" W	90.08	L106	N 59°42'42" W	71.84
L46	N 28°36'03" W	78.10	L107	S 77°55'39" W	48.09
L47	N 05°59'22" W	161.11	L108	N 37°33'17" W	58.27
L48	N 32°58'02" W	60.88	L109	N 57°18'19" W	35.34
L49	N 09°09'39" E	42.24	L110	N 35°36'26" W	67.12
L50	N 04°22'39" E	29.73	L111	N 86°26'49" W	40.48
L51	N 01°26'51" W	66.94	L112	N 81°51'34" W	42.43
L52	N 24°56'59" W	89.27	L113	S 64°17'00" W	26.91
L53	N 12°30'19" W	89.21	L114	N 83°48'36" W	45.71
L54	N 11°29'53" W	90.47	L115	N 55°48'05" W	71.47
L55	N 08°50'06" E	99.72	L116	N 24°44'19" W	30.48
L56	N 10°36'36" E	72.84	L117	N 53°04'40" W	90.02
L57	N 21°46'44" W	44.78	L118	N 58°36'08" W	88.32
L58	N 03°59'44" W	80.90	L119	N 20°30'23" W	60.54
L59	N 11°07'10" W	115.57	L120	N 68°44'29" W	38.91
L60	N 01°05'38" W	85.19	L121	N 05°44'29" E	45.34
L61	N 38°05'20" W	71.56	L122	S 80°54'32" W	85.56

LINE TABLE

DISTANCE

LINE

BEARING

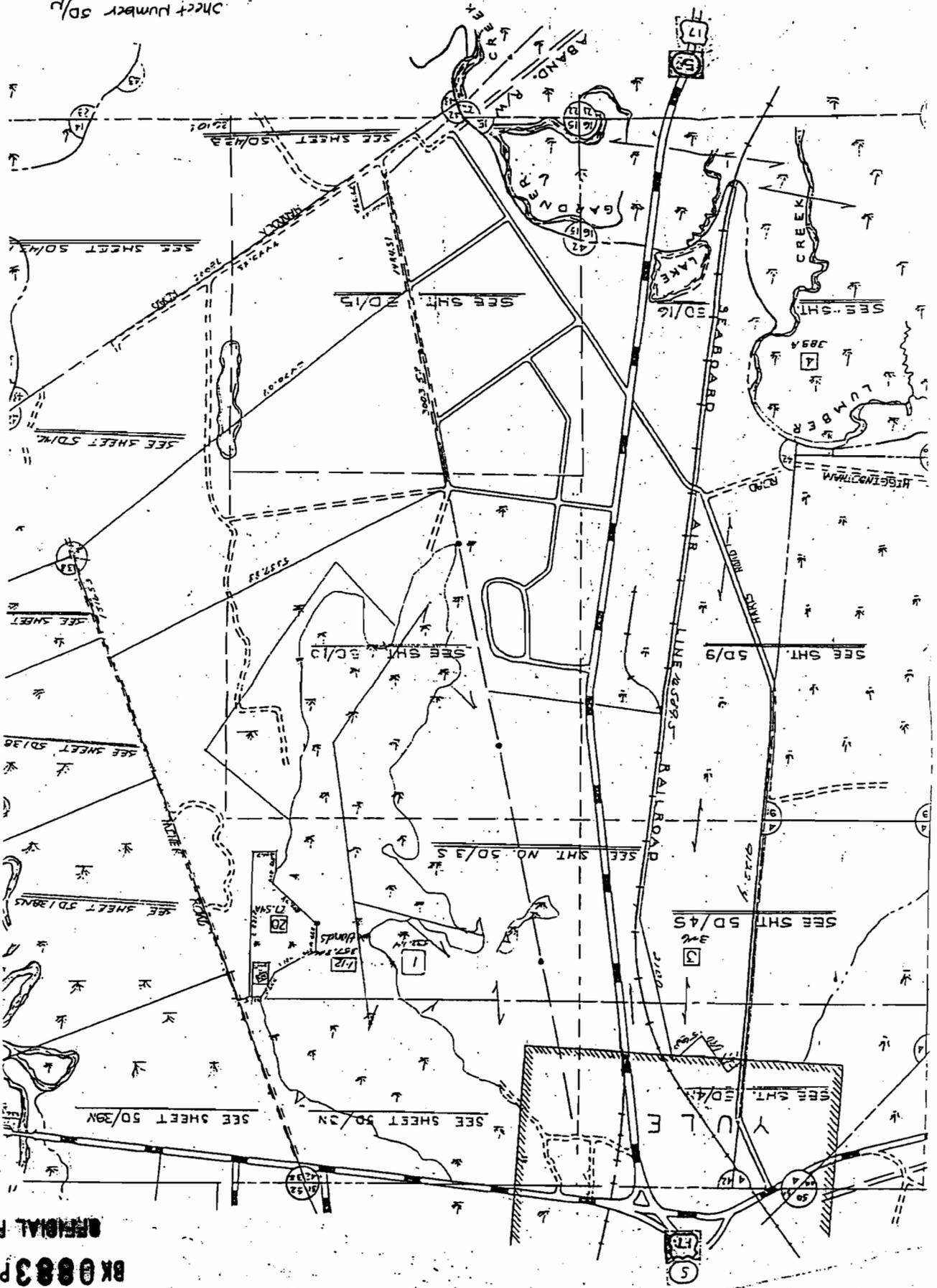
DISTANCE

LINE TABLE (CONTINUED)

BK 0883 PG 1052
OFFICIAL RECORDS

EXHIBIT D
Tax Map

Sheet Number 50/5



BK0003Pg1053
OFFICIAL RECORDS

SEE SHEET NO. 50/5

BK0003 PG 1054
OFFICIAL RECORDS

EXHIBIT E
Zoning Map
(on file with Nassau County)

EXHIBIT D

1997 Comprehensive Plan Amendment Adoption Document BK 0003 Pg 1055

OFFICIAL RECORDS

OFFICIAL RECORDS
BK 0883 PG 1056

ORDINANCE NO. 97-26
AMENDMENT TO ORDINANCE NO. 91-04
NASSAU COUNTY, FLORIDA

WHEREAS, on the 28th day of January, 1991, the Board of County Commissioners, Nassau County, Florida, did adopt Ordinance No. 91-04, an ordinance enacting and establishing the Comprehensive Land Use Plan and the Future Land Use Map for the unincorporated portion of Nassau County, Florida; and

WHEREAS, YPC, INC., owner of the real property described in this Ordinance has applied to the Board of County Commissioners to reclassify 225 acres from Rural Residential and 14 acres from Residential Low Density to Residential Medium Density on the Future Land Use Map of Nassau County; and

WHEREAS, the Nassau County Planning and Zoning Board, after due notice and public hearing has considered the application and recommended transmittal of the proposed amendment to the Department of Community Affairs; and

WHEREAS, the Board of County Commissioners held a transmittal hearing on April 28, 1997 and transmitted the amendment to the Department of Community Affairs; and

WHEREAS, the Board of County Commissioners has received the objections, Recommendations and Comments Report (ORC); and

WHEREAS, the Board of County Commissioners has considered the objections, Recommendations, and Comments Report issued by the Florida Department of Community Affairs, and the responses to the Report prepared by the Nassau County Planning staff, and the owners of the subject property; and

WHEREAS, taking into consideration the above recommendations and responses, the Board of County Commissioners finds that the amendment to the Future Land Use Map and reclassification is consistent with the overall Comprehensive Land Use Plan and orderly development of the County of Nassau, Florida, and the specific area.

NOW, THEREFORE, BE IT ORDAINED, by the Board of County Commissioners of Nassau County, Florida:

Section 1. PROPERTY CLASSIFIED: The real property described in Section 2 is reclassified from RURAL RESIDENTIAL AND RESIDENTIAL LOW DENSITY to RESIDENTIAL MEDIUM DENSITY on the Future Land Use Map of Nassau County.

Section 2. OWNER AND DESCRIPTION: The land reclassified by this ordinance is owned by YPC, Inc., and is described as

CERTIFIED TRUE COPY

M. V. ...
OFFICIO, Clerk to the Board of County Comm.
Nassau County, Florida

Follows:

See Exhibit "A" attached hereto and made a part hereof by specific reference.

SECTION 3. The objections and recommendations of the Department of Community Affairs are set forth in the attached Exhibit "B", and have been addressed by the Board of County Commissioners, and the responses that are adopted are set forth on Exhibit "B".

SECTION 4. EFFECTIVE DATE: The effective date of this plan amendment shall be the date a final order is issued by the Department of Community Affairs or Administration Commission find the amendment in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Community Affairs, Bureau of Local Planning, 2740 Centerview Drive, Tallahassee, FL 32399-2100.

ADOPTED this 22nd day of September, 1997.

CERTIFICATE OF AUTHENTICATION
ENACTED BY THE BOARD

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA
ATTEST:

J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

JOHN A. CRAWFORD
Its: Chairman

APPROVED AS TO FORM BY
THE NASSAU COUNTY ATTORNEY:

MICHAEL S. MULLIN

BK 0883 PG 1058

OFFICIAL RECORDS

YULEE SITE

EXHIBIT "A"

A PART OF SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 200 (A), A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AT ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF MINER ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 22°54'30" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF MINER ROAD, A DISTANCE OF 764.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 22°54'30" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF MINER ROAD, A DISTANCE OF 7007.18 FEET TO A POINT AT THE NORTHEAST CORNER OF YULEE WOODS SECTION THREE, AS RECORDED IN PLAT BOOK 5, PAGES 239 AND 240 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE SOUTHEASTLY CORNER OF AN 80 FOOT FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 671, PAGE 1922 OF SAID PUBLIC RECORDS; THENCE SOUTH 62°57'31" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF MINER ROAD AND ALONG THE NORTHERLY LINE OF SAID YULEE WOODS AND THE SOUTHERLY LINE OF SAID 80 FOOT FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 3282.31 FEET; THENCE NORTH 27°02'29" WEST LEAVING SAID NORTHERLY LINE OF YULEE WOODS, A DISTANCE OF 213.41 FEET TO A POINT IN THE EASTERLY LINE OF A WETLAND TRACT, AS RECORDED IN OFFICIAL RECORDS BOOK 765, PAGE 529 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID WETLAND TRACT RUN THE FOLLOWING 79 COURSES: COURSE NO. 1) NORTH 48°55'23" EAST, A DISTANCE OF 53.74 FEET; COURSE NO. 2) NORTH 43°41'24" EAST, A DISTANCE OF 50.45 FEET; COURSE NO. 3) SOUTH 81°26'29" EAST, A DISTANCE OF 24.70 FEET; COURSE NO. 4) NORTH 04°02'50" WEST, A DISTANCE OF 55.47 FEET; COURSE NO. 5) NORTH 56°29'40" EAST, A DISTANCE OF 38.01 FEET; COURSE NO. 6) NORTH 23°08'25" EAST, A DISTANCE OF 42.30 FEET; COURSE NO. 7) NORTH 52°49'12" EAST, A DISTANCE OF 48.85 FEET; COURSE NO. 8) NORTH 40°07'15" EAST, A DISTANCE OF 90.43 FEET; COURSE NO. 9) NORTH 32°51'54" EAST, A DISTANCE OF 39.05 FEET; COURSE NO. 10) NORTH 17°57'11" EAST, A DISTANCE OF 33.73 FEET; COURSE NO. 11) NORTH 57°28'56" EAST, A DISTANCE OF 25.94 FEET; COURSE NO. 12) NORTH 04°06'30" EAST, A DISTANCE OF 68.88 FEET; COURSE NO. 13) NORTH 09°16'40" WEST, A DISTANCE OF 49.04 FEET; COURSE NO. 14) NORTH 82°27'11" EAST, A DISTANCE OF 37.80 FEET; COURSE NO. 15) NORTH 33°30'20" WEST, A DISTANCE OF 44.72 FEET; COURSE NO. 16) NORTH 62°24'02" EAST, A DISTANCE OF 39.12 FEET; COURSE NO. 17) NORTH 05°46'39" WEST, A DISTANCE OF 39.41 FEET; COURSE NO. 18) NORTH 07°29'12" EAST, A DISTANCE OF 49.77 FEET; COURSE NO. 19) NORTH 33°01'24" EAST, A DISTANCE OF 37.05 FEET; COURSE NO. 20) NORTH 21°04'04" EAST, A DISTANCE OF 41.25 FEET; COURSE NO. 21) NORTH 63°58'19" EAST, A DISTANCE OF 13.15 FEET; COURSE NO. 22) NORTH 17°16'54" WEST, A DISTANCE OF 45.00 FEET; COURSE NO. 23) NORTH 09°44'57" EAST, A DISTANCE OF 55.01 FEET; COURSE NO. 24) NORTH 15°53'05" WEST, A DISTANCE OF 82.02 FEET; COURSE NO. 25) NORTH 12°11'39" EAST, A DISTANCE OF 52.84 FEET; COURSE NO. 26) NORTH 23°44'26" WEST, A DISTANCE OF 53.34 FEET; COURSE NO. 27) NORTH 00°41'14" EAST, A DISTANCE OF 38.90 FEET; COURSE NO. 28) NORTH

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OFFICIAL RECORDS	COURSE NO.	COURSE	FEET	OF	48.84	A DISTANCE	WEST	06.39.44"
NORTH	29	COURSE	FEET	OF	55.87	A DISTANCE	WEST	80.47.46"
NORTH	30	COURSE	FEET	OF	43.46	A DISTANCE	WEST	84.16.23"
NORTH	31	COURSE	FEET	OF	50.22	A DISTANCE	WEST	04.38.45"
SOUTH	32	COURSE	FEET	OF	23.41	A DISTANCE	EAST	87.18.55"
SOUTH	33	COURSE	FEET	OF	47.51	A DISTANCE	EAST	58.01.50"
NORTH	34	COURSE	FEET	OF	31.40	A DISTANCE	EAST	19.56.11"
NORTH	35	COURSE	FEET	OF	58.94	A DISTANCE	WEST	32.02.31"
NORTH	36	COURSE	FEET	OF	52.00	A DISTANCE	WEST	39.55.06"
NORTH	37	COURSE	FEET	OF	58.42	A DISTANCE	WEST	10.25.00"
NORTH	38	COURSE	FEET	OF	69.03	A DISTANCE	WEST	18.57.31"
NORTH	39	COURSE	FEET	OF	74.55	A DISTANCE	WEST	10.21.51"
NORTH	40	COURSE	FEET	OF	82.87	A DISTANCE	WEST	06.54.33"
NORTH	41	COURSE	FEET	OF	60.02	A DISTANCE	WEST	00.10.34"
NORTH	42	COURSE	FEET	OF	71.80	A DISTANCE	EAST	06.05.23"
NORTH	43	COURSE	FEET	OF	49.48	A DISTANCE	WEST	09.49.24"
NORTH	44	COURSE	FEET	OF	82.05	A DISTANCE	WEST	25.57.17"
NORTH	45	COURSE	FEET	OF	90.08	A DISTANCE	WEST	11.44.39"
NORTH	46	COURSE	FEET	OF	78.10	A DISTANCE	WEST	28.36.03"
NORTH	47	COURSE	FEET	OF	161.11	A DISTANCE	WEST	05.59.22"
NORTH	48	COURSE	FEET	OF	60.88	A DISTANCE	WEST	32.58.02"
NORTH	49	COURSE	FEET	OF	42.24	A DISTANCE	WEST	09.09.39"
NORTH	50	COURSE	FEET	OF	29.73	A DISTANCE	EAST	04.22.39"
NORTH	51	COURSE	FEET	OF	66.94	A DISTANCE	WEST	01.26.51"
NORTH	52	COURSE	FEET	OF	89.27	A DISTANCE	WEST	24.56.59"
NORTH	53	COURSE	FEET	OF	89.21	A DISTANCE	WEST	12.30.19"
NORTH	54	COURSE	FEET	OF	90.47	A DISTANCE	WEST	11.29.53"
NORTH	55	COURSE	FEET	OF	99.72	A DISTANCE	EAST	08.50.06"
NORTH	56	COURSE	FEET	OF	72.84	A DISTANCE	EAST	10.36.36"
NORTH	57	COURSE	FEET	OF	44.78	A DISTANCE	WEST	21.46.44"
NORTH	58	COURSE	FEET	OF	80.90	A DISTANCE	WEST	03.59.44"
NORTH	59	COURSE	FEET	OF	115.57	A DISTANCE	WEST	11.07.10"
NORTH	60	COURSE	FEET	OF	85.19	A DISTANCE	WEST	01.05.38"
NORTH	61	COURSE	FEET	OF	71.56	A DISTANCE	WEST	38.05.20"
NORTH	62	COURSE	FEET	OF	111.99	A DISTANCE	WEST	15.52.24"
NORTH	63	COURSE	FEET	OF	43.93	A DISTANCE	WEST	16.53.12"
NORTH	64	COURSE	FEET	OF	59.54	A DISTANCE	EAST	02.39.24"
NORTH	65	COURSE	FEET	OF	53.46	A DISTANCE	WEST	12.35.20"
NORTH	66	COURSE	FEET	OF	59.20	A DISTANCE	EAST	10.36.52"
NORTH	67	COURSE	FEET	OF	72.89	A DISTANCE	EAST	14.44.44"
NORTH	68	COURSE	FEET	OF	60.35	A DISTANCE	EAST	15.28.47"
NORTH	69	COURSE	FEET	OF	82.30	A DISTANCE	EAST	26.32.31"
NORTH	70	COURSE	FEET	OF	77.20	A DISTANCE	EAST	38.13.11"
NORTH	71	COURSE	FEET	OF	80.78	A DISTANCE	EAST	44.53.07"
NORTH	72	COURSE	FEET	OF	58.82	A DISTANCE	EAST	13.36.25"
NORTH	73	COURSE	FEET	OF	88.28	A DISTANCE	EAST	44.22.13"
NORTH	74	COURSE	FEET	OF	85.16	A DISTANCE	EAST	39.27.21"
NORTH	75	COURSE	FEET	OF	83.36	A DISTANCE	EAST	22.28.16"
NORTH	76	COURSE	FEET	OF	82.01	A DISTANCE	EAST	57.49.27"
NORTH	77	COURSE	FEET	OF	56.71	A DISTANCE	EAST	60.11.07"
NORTH	78	COURSE	FEET	OF	65.52	A DISTANCE	EAST	83.26.42"
NORTH	79	COURSE	FEET	OF	53.76	A DISTANCE	EAST	52.57.33"

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OFFICIAL RECORDS

LINE OF A 27.54 ACRE TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 408, PAGE 667 OF SAID PUBLIC RECORDS; THENCE SOUTH 01.25.50 WEST ALONG SAID 27.54 ACRE TRACT OF LAND, A DISTANCE OF 126.50 FEET; THENCE NORTH 85.45.50 EAST ALONG A SOUTHERLY LINE OF SAME, A DISTANCE OF 360.11 FEET; THENCE NORTH 01.44.40 EAST ALONG AN EASTERLY LINE OF SAME, A DISTANCE OF 2123.70 FEET; THENCE NORTH 85.24.23 WEST ALONG A NORTHERLY LINE OF THE AFORESAID 27.54 ACRE TRACT OF LAND, A DISTANCE OF 164.23 FEET TO A POINT IN THE AFORESAID WETLAND TRACT; THENCE CONTINUING ALONG SAID WETLAND TRACT RUN THE FOLLOWING 40 COURSES; COURSE NO. 1) NORTH 04.59.30 WEST, A DISTANCE OF 64.46 FEET; COURSE NO. 2) NORTH 18.50.08 WEST, A DISTANCE OF 67.27 FEET; COURSE NO. 3) NORTH 07.54.42 WEST, A DISTANCE OF 118.61 FEET; COURSE NO. 4) NORTH 05.08.05 EAST, A DISTANCE OF 86.65 FEET; COURSE NO. 5) NORTH 09.51.42 WEST, A DISTANCE OF 89.20 FEET; COURSE NO. 6) NORTH 10.57.31 EAST, A DISTANCE OF 40.72 FEET; COURSE NO. 7) NORTH 25.25.12 WEST, A DISTANCE OF 34.26 FEET; COURSE NO. 8) NORTH 05.21.34 EAST, A DISTANCE OF 51.55 FEET; COURSE NO. 9) NORTH 14.34.17 WEST, A DISTANCE OF 31.02 FEET; COURSE NO. 10) NORTH 24.17.57 WEST, A DISTANCE OF 84.72 FEET; COURSE NO. 11) NORTH 40.55.26 WEST, A DISTANCE OF 137.91 FEET; COURSE NO. 12) NORTH 88.55.59 WEST, A DISTANCE OF 86.21 FEET; COURSE NO. 13) NORTH 42.04.34 EAST, A DISTANCE OF 32.53 FEET; COURSE NO. 14) NORTH 36.36.50 WEST, A DISTANCE OF 32.45 FEET; COURSE NO. 15) NORTH 60.11.19 WEST, A DISTANCE OF 33.29 FEET; COURSE NO. 16) NORTH 24.01.18 WEST, A DISTANCE OF 69.38 FEET; COURSE NO. 17) NORTH 59.54.22 WEST, A DISTANCE OF 61.19 FEET; COURSE NO. 18) SOUTH 81.12.34 WEST, A DISTANCE OF 54.67 FEET; COURSE NO. 19) NORTH 59.02.01 WEST, A DISTANCE OF 38.64 FEET; COURSE NO. 20) NORTH 73.17.55 WEST, A DISTANCE OF 55.04 FEET; COURSE NO. 21) SOUTH 87.03.45 WEST, A DISTANCE OF 61.52 FEET; COURSE NO. 22) SOUTH 77.39.56 WEST, A DISTANCE OF 46.03 FEET; COURSE NO. 23) SOUTH 65.18.53 WEST, A DISTANCE OF 32.28 FEET; COURSE NO. 24) NORTH 59.42.42 WEST, A DISTANCE OF 71.84 FEET; COURSE NO. 25) SOUTH 77.55.39 WEST, A DISTANCE OF 48.09 FEET; COURSE NO. 26) NORTH 37.33.17 WEST, A DISTANCE OF 58.27 FEET; COURSE NO. 27) NORTH 57.18.19 WEST, A DISTANCE OF 35.34 FEET; COURSE NO. 28) NORTH 35.36.26 WEST, A DISTANCE OF 67.12 FEET; COURSE NO. 29) NORTH 86.26.49 WEST, A DISTANCE OF 40.48 FEET; COURSE NO. 30) NORTH 81.51.34 WEST, A DISTANCE OF 42.43 FEET; COURSE NO. 31) SOUTH 64.17.00 WEST, A DISTANCE OF 26.91 FEET; COURSE NO. 32) NORTH 83.48.36 WEST, A DISTANCE OF 45.71 FEET; COURSE NO. 33) NORTH 55.48.05 WEST, A DISTANCE OF 71.47 FEET; COURSE NO. 34) NORTH 24.44.19 WEST, A DISTANCE OF 30.48 FEET; COURSE NO. 35) NORTH 53.04.40 WEST, A DISTANCE OF 90.02 FEET; COURSE NO. 36) NORTH 58.36.08 WEST, A DISTANCE OF 88.32 FEET; COURSE NO. 37) NORTH 20.30.23 WEST, A DISTANCE OF 60.54 FEET; COURSE NO. 38) NORTH 68.44.29 WEST, A DISTANCE OF 38.91 FEET; COURSE NO. 39) NORTH 05.44.29 EAST, A DISTANCE OF 45.34 FEET; COURSE NO. 40) SOUTH 80.54.32 WEST, A DISTANCE OF 85.56 FEET; THENCE NORTH 72.37.20 EAST LEAVING SAID WETLAND LINE, A DISTANCE OF 1025.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 239.89 ACRES MORE OR LESS.

THE ABOVE DESCRIBED TRACT OF LAND BEING SUBJECT TO AN 80 FOOT FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 671, PAGE 1922 OF THE PUBLIC RECORDS OF SAID COUNTY.

THE ABOVE DESCRIBED TRACT OF LAND ALSO BEING SUBJECT TO A 30 FOOT EASEMENT FOR INGRESS AND EGRESS TO RICHARD MINER THAT LEADS TO THE AFOREMENTIONED 27.54 ACRE TRACT OF LAND, WHICH WAS CONVEYED IN OFFICIAL RECORDS BOOK 408, PAGE 667 OF THE PUBLIC RECORDS OF SAID COUNTY.

BK0883pg1061
OFFICIAL RECORDS

Response to the Department of Community Affairs (DCA) Objections. Recommendations and Comments (ORC) Report

BK 0003 PG 1062
OFFICIAL RECORDS

Nassau County Amendment 97-004 (YPC, Inc/BHR)

2.a. Objection : The proposed amendment does not include adequate data and analysis to demonstrate: a) suitability of the site for the proposed land use designations demonstrating how the proposed land uses will protect the identified natural resources on-site; b) compatibility of the proposed land uses with the surrounding land uses, especially the adjacent conservation-wetland uses and low density residential uses.

The character of the amendment site is flat and wooded; it is bordered by a Department of Environmental Protection (DEP) jurisdictional wetland on the west. The DEP issued a jurisdictional declaratory statement (dated April 17, 1995) to establish the wetland resources jurisdiction (wetland jurisdictional line). This statement locks-in the DEP's claim of jurisdiction for a period of five years, allowing the owner to proceed with development activities (and other permitting procedures) in reliance upon a fixed wetland/upland boundary. The SJWMD and DEP. New development adjacent to the wetlands will be adequately separated with a 50 foot buffer of vegetation native to the site as per Policy 1.04.A.02 of the Comprehensive Plan and as directed by various regulatory agencies during development approval process.

Soil types, as identified on the application form, are Leon-Boulogne-Kingferry/Ridgewood-Hurricane-Pottsburg (see exhibit A for further explanation of soil).

A preliminary species assessment was conducted on the site in 1995 for the purpose of determining the presence of protected wildlife and plant species. The site classified as slash pine plantation comprised of the pine flatwoods and mesic forest habitat types. Pine flatwoods vegetation is dominated by slash pine in the canopy with loblolly bay, swamp bay, wax myrtle and various mesic and xeric oak saplings in the subcanopy. Ground cover consists of saw palmetto, wiregrass, runner oak, grape vine, jasmine, green-briar, lop-sided Indian grass, broomedge, red chokecherry and bracken fern with maiden cane, cinnamon fern, breakrush and spikerush in lower lying areas. Most of the ground cover within this habitat type was dense and dominated by various lianas (woody vines). Mesic forest plant communities include semi-open upper canopy characterized by slash pine, water oak, chinkapin, laural oak, bluejack oak and turkey oak with saw palmetto, wiregrass, bracken fern, broomsedge, shiny blueberry, highbush blueberry, blackberry, grape vine and green briar on the ground cover.

Based on the preliminary plant and wildlife survey, the site supports gopher tortoise and three listed plant species. The protected plant species are foxtail clubmoss, hooded pitcher plant and netted chain fern are listed as threatened by the Florida Department of Agriculture and Consumer Services. These plants are quite common in Florida and are under no threat of extirpation. There are no restrictions on development of this property as a result of their presence. A pre-

8/28/97

development gopher tortoise survey has been conducted and an application for Gopher Tortoise Incidental Take Permit from the Florida Game and Freshwater Fish Commission has been submitted. The property owner will mitigate for impacts to gopher tortoises through cash contributions. (see exhibit B for outline of current progress)

Residential developments to the east of the site across Miner Road, 60 foot right-of-way, are developed at densities of 2.0 - 3.0 units per acre. Transitional areas that utilize natural vegetation including passive recreational nodes imposed through Nassau County regulations for development will ensure compatibility between land uses is maintained.

b. Objection: The proposed amendment does not include data and analysis of impacts of development on the demand for and availability of public facilities at the adopted level of service standards for the most intensive land use allowed.

The land use amendment proposes a change to medium density residential. This category permits up to 5 dwelling units per acre. Based on developable area, the applicant is proposing a development of up to 400 units which equates to approximately 2.3 dwelling units per acre based on net acreage. Estimated demand for services is provided on the original application as summarized below.

Water	Single Family	100,000	250,000
Sewage	Single Family	100,000*	250,000**
Use	GPD	Peak	

* 100 GPD/Person/2.5 PPH avg.
** GPD x 2.5

Solid Waste Demand - (LOS 5.12 pounds per person per day)

# of People or Use	Lbs./Day	1,000
		5,120

Recreation/Open Space

Facility	LOS (acres/1,000 population)	Projected Need
Mini-Park	.25 to .5	.25 to .5 acres
Neighborhood Park	1.0 to 2.0	1.0 to 2.0 acres
Community Park	5.0 to 8.0	5.0 to 8.0 acres

The Future Land Use Element of the Comprehensive Plan identifies several goals. Goal 1.0

quality development. The proposed land use change from agriculture to medium density residential provides Nassau County and particularly unincorporated Yulee with an opportunity to offer the growing population a choice of mid-range conventional single family homes. Changing the land use designation of the 239 acre site, located south of S.R. 200 and west of Miner Road, is consistent with the character of the area and will provide the residents of Yulee and Nassau County with a quality development.

The proposed land use change from agriculture to medium density residential provides Nassau County and particularly unincorporated Yulee with an opportunity to offer the growing population a choice of mid-range conventional single family homes. Changing the land use designation of the 239 acre site, located south of S.R. 200 and west of Miner Road, is consistent with the character of the area and will provide the residents of Yulee and Nassau County with a quality development.

c. Objection: The proposed amendment is not supported by data and analysis demonstrating that the increase in residential density and intensity of land uses are needed to accommodate the County's projected population growth and land use throughout the planning time frame.

(see exhibit C for a detailed traffic analysis report.)

*Use Code 210 ITT

Road name	Existing LOS	Current ADT/TNET	Projected ADT/TNET *
Miner Rd. North			3,300
Miner Rd. South			370
AIA East			1,000
AIA West			2,300

Traffic

LOS (unit/population served)			
Picnic Tables	1/5,000	.66	
Tennis Courts	1/4,000	.25	
Football/Soccer Field	1/3,000	.33	
Basketball Court	1/2,500	.40	
Baseball/Softball Field	1/2,500	.66	
Swimming Pool	1/12,500	0.08	
Equipped Play Area	1/2,500	.40	
Boat Ramps	1/5,000	.20	

OFFICIAL RECORDS
BK 0003 PG 1064

states the following:

BK 0883 PG 1065
ORIGINAL RECORDS

"To effectively manage growth and development by designating areas for anticipated future development which satisfy market demand in a cost-efficient and environmentally acceptable manner. Encourage/accommodate land uses which make Nassau County a viable community, creating a sound revenue base and offering diverse opportunities for a wide variety of living, working, shopping, and leisure activities, with a minimum adverse impact on the natural environment."

This land use change aims to achieve this goal by providing a future opportunity for the development of a residential community.

The proposed development pattern will not create an adverse land use pattern. Instead it will help to implement the objectives set forth in the Comprehensive Plan by directing the development pattern in a manner which will avoid the proliferation of urban sprawl (Objective 1.06). The intent of the Local Government Comprehensive Planning and Development Regulation Act, F.S. Chapter 163, is to promote good development practices with minimal impact to the environment while discouraging urban sprawl. Urban sprawl, as defined in the F.A.C. 9J-5, is characterized by the following:

- Poorly planned conversion of rural land to other uses;
- The creation of areas of urban development or uses which are not functionally related to land uses which predominate the adjacent area; or
- Uses which fail to maximize the use of existing public services or the use of area within which public services are currently provided.

The proposed land use change and the future development of this site aims to convert rural land into a cohesive development consistent with the predominate uses of the adjacent area, and it is within the urban services area where utility service is available.

As well as the proposed land use change promoting good development practices, it also responds to the needs of a growing population. The population of Nassau County in 1990 was 43,941 a 34 percent increase from the estimated population from the 1980 census which estimated the population at 32,894. The tremendous growth is attributed, in part, to the economic growth in north Jacksonville and the increase in military personnel at the King's Bay Submarine Base in Camden County, Georgia. In addition, the Fernandina International Tradeplex is experiencing an increase in industrial development thereby providing additional jobs for the region. The County has plans to build a central office complex in Yulee due to a shift in population from Amelia Island (Times-Union July 2, 1998). Population projections for the year 2000 is 70,600 for the County as a whole and 52,950 for the unincorporated area. In the year 2005, the population is

estimated at 80,200 for the County as a whole and 60,509 for the unincorporated area. According to the Comprehensive Plan, the Yulee planning district will experience 15 percent growth from 1987 through 2005, or 46 percent of the unincorporated County's total population growth of 28, 219 persons during this period.

Although Nassau County does not maintain an inventory of the current vacant acreage for any land use designations, it has identified a need to provide new conventional single-family residential homes to accommodate the increased population. There is a projected need for 989 units for the planning period 1995-2000, and 1,023 units for the planning period 2000-2005 for a total of 2,012 dwelling units. The following table provides an overview of the projected phasing of the development. It also illustrates that future medium density residential development on this site will help attain the necessary housing to accommodate the projected population.

Project Phasing

	1998	1999	2000	2001	2002	2003	2004	2005	TOTAL
Units Planned	150	150	100						400
Units Completed / Total	20 / 20	40 / 60	50 / 110	60 / 170	60 / 230	65 / 295	65 / 360	40 / 400	400
Units Occupied / Total (Assumes 90%)	18 / 18	36 / 54	45 / 99	54 / 153	54 / 207	59 / 226	59 / 324	36 / 360	

The proposed land use change and future development of this site will aid the County in fulfilling the requirements set forth in the Comprehensive Plan. In addition, good planning practice supports development at higher densities where urban services are available. A 1988 study published by the Urban Land Institute examined the comparative costs for various types of development "... found that public capital costs per dwelling unit increased as the pattern of development became more dispersed and that public capital costs per dwelling unit increased as the pattern of development became more dispersed. In a single family development, increasing the density from one unit per acre to five units per acre reduced the capital cost of streets from 12,308 per unit to 7,526 per unit, and that capital cost for utilities were reduced from 19,789 per unit to 8,843 per unit. When the density was increased to 30 units per acre, the capital cost for road construction declined an astonishing 70 percent, and by about 80 percent for utilities, as opposed to the cost of a single family unit on a one acre lot."

d. **Objection:** The data and analysis does not include information regarding how the proposed amendment is compatible with the objectives and policies of the plan, including future land use element, conservation element and infrastructure.

Response to this objection is discussed in the previous entry.

OFFICIAL RECORDS

BK 0883 PG 1067

Property Land Use Designation and Zoning

EXHIBIT E

PARCEL MAP

BK 0883 PG 1068

Not To Scale

OFFICIAL RECORDS

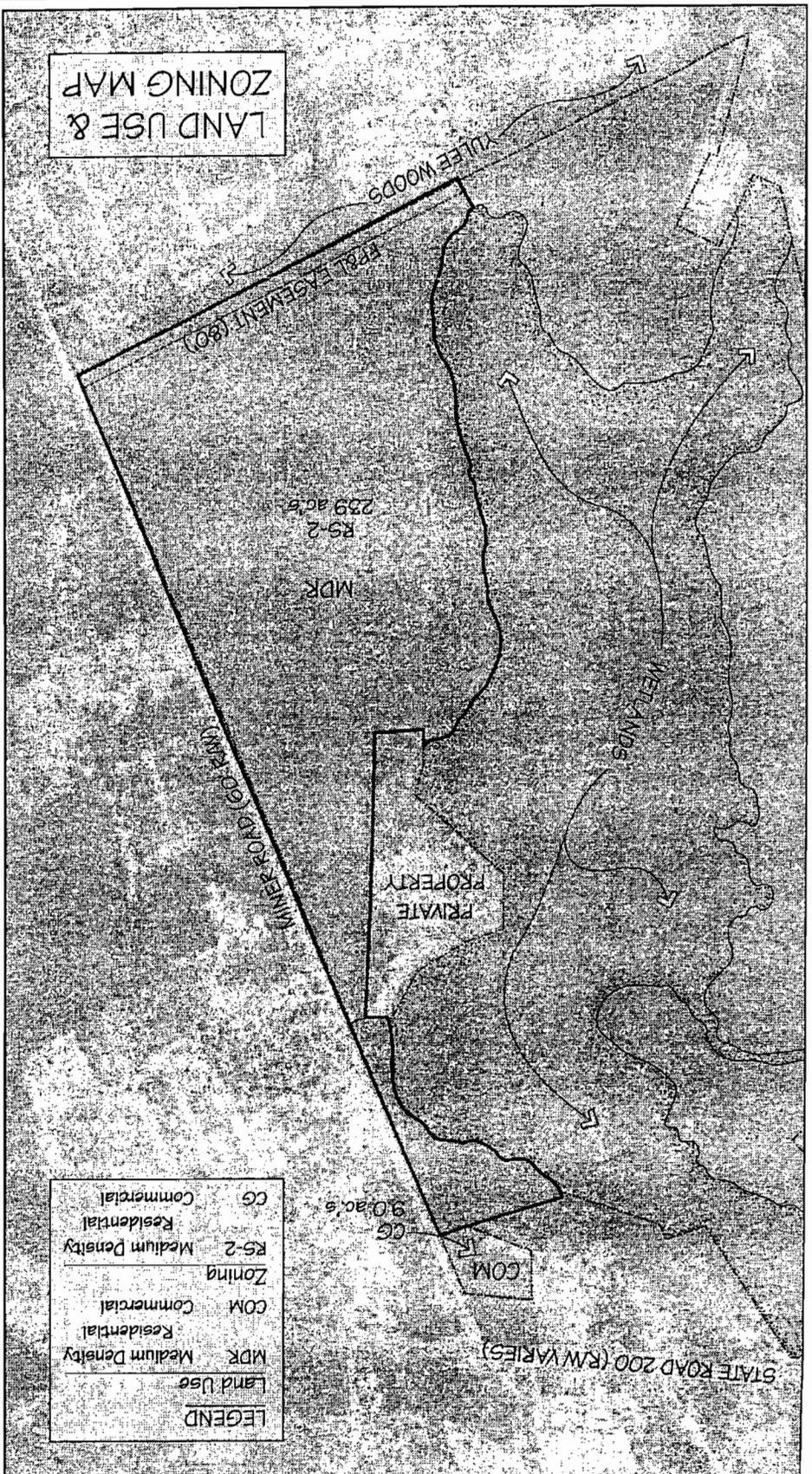
NORTH



EAST
SECTION

Y.P.C., INC. - NASSAU COUNTY, FLORIDA

LAND USE &
ZONING MAP



LEGEND	
Land Use	
MDR Medium Density Residential	
COM Commercial	
Zoning	
RS-2 Medium Density Residential	
CG Commercial	

Quantities of Public Services and Facilities Capacity Requirements of Property
RECORDED 361069 OFFICIAL RECORDS

EXHIBIT F

LEVEL OF SERVICE
 Miner Road South of A1A

Year	Background Growth (5%)	New Dwelling Units	New Project Trips	Total ADT	LOS
1997	0		0	3,200	C
1998	160	20	191	3,551	C
1999	178	40	382	4,111	C
2000	206	50	478	4,794	C
2001	240	60	573	5,606	C
2002	280	60	573	6,460	D
2003	323	65	621	7,403	D
2004	370	65	621	8,394	D
2005	420	40	382	9,196	D

Sources: ITE, Trip Generation 5th Edition, Institution of Transportation Engineers January 1991.
 BHR, Inc.

TABLE E-3

GENERALIZED ANNUAL AVERAGE DAILY VOLUMES FOR FLORIDA'S
RURAL UNDEVELOPED AREAS AND
CITIES OR DEVELOPED AREAS LESS THAN 5000 POPULATION*

RURAL UNDEVELOPED AREAS						CITIES OR RURAL DEVELOPED AREAS LESS THAN 5000 POPULATION					
FREEWAYS						FREEWAYS					
Lanes	A	B	C	D	E	Lanes	A	B	C	D	E
4	20,000	32,000	47,000	57,600	62,900	4	20,000	32,000	47,000	57,600	62,900
6	30,200	48,400	71,400	87,000	99,400	6	30,200	48,400	71,400	87,000	99,400
8	40,300	64,500	94,700	116,100	132,500	8	40,300	64,500	94,700	116,100	132,500
MULTILANE UNINTERRUPTED HIGHWAYS						INTERRUPTED FLOW ARTERIALS					
Lanes	A	B	C	D	E	Lanes	A	B	C	D	E
4 Undiv/No Bays	14,200	23,600	32,200	38,300	43,000	2 Undiv/No Bays	9,800	11,000	11,900	12,100	
4 Undiv/Bays	18,000	30,000	40,800	48,500	54,500	2 Undiv/Bays	12,400	13,900	15,100	15,300	
4 Div/Bays	18,900	31,500	43,000	51,000	57,300	2 Div/Bays	13,000	14,600	15,900	16,100	
6 Div/Bays	28,400	47,300	64,500	76,500	86,000	4 Undiv/No Bays	20,200	22,400	24,100	24,200	
						4 Undiv/Bays	25,600	28,400	30,500	30,600	
						4 Div/Bays	27,000	29,900	32,100	32,200	
						6 Div/Bays	41,300	45,300	48,300	48,300	
TWO-LANE UNINTERRUPTED HIGHWAYS						TWO-LANE UNINTERRUPTED HIGHWAYS					
Lanes	A	B	C	D	E	Lanes	A	B	C	D	E
2 No Bays	2,500	5,000	8,200	13,000	20,900	4 Undiv/No Bays	12,900	21,600	30,400	36,400	46,000
2 Bays	2,600	5,300	8,600	13,600	21,200	4 Undiv/Bays	16,300	27,400	38,500	46,100	58,300
						4 Div/Bays	17,200	28,400	40,500	48,500	61,400
						6 Div/Bays	25,000	43,300	60,000	72,700	92,100
EXPLANATORY: PASSING LANE ADJUSTMENTS						EXPLANATORY: RECORDS					
% Miles with Exclusive Passing Lanes						Level of Service					
60 +						A	B	C	D	E	
20 - 59											
5 - 19											
1 - 4											
Adjustment											
+30%											
+20%											
+10%											
+5%											

The table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for variable or intersection design, where more refined techniques exist. Values shown are two-way hourly volumes based on the 1994 Highway Capacity Manual Update and Florida traffic, roadway, and signalization data. To convert to annual average daily volumes, these values must be divided by an appropriate factor. The table input value assumptions and level of service criteria appear on the following page. Cannot be achieved. Volumes are comparable because intersection capacities are reached. Source: Florida Department of Transportation, 1995.

TABLE E-3 (cont.)
 GENERALIZED ANNUAL AVERAGE DAILY VOLUMES FOR FLORIDA'S
 RURAL UNDEVELOPED AREAS AND
 CITIES OR DEVELOPED AREAS LESS THAN 5000 POPULATION (cont.)

INPUT VALUE ASSUMPTIONS

TRAFFIC CHARACTERISTICS	RURAL UNDEVELOPED AREAS			CITIES OR DEVELOPED AREAS LESS THAN 5000 POPULATION			NON-STATE SIGNALIZED ROADWAYS		
	FREEWAYS	MULTILANE HIGHWAYS	TWO-LANE HIGHWAYS	FREEWAYS	MULTILANE UNINTERRUPTED HIGHWAYS	TWO-LANE UNINTERRUPTED HIGHWAYS	INTERRUPTED ARTERIALS	NON-STATE SIGNALIZED ROADWAYS	
Planning analysis hour factor (K100)	.101	.100	.100	.101	.095	.095	.095	.095	
Directional distribution factor (D)	.568	.568	.568	.568	.568	.568	.568	.568	
Peak hour factor (PHF)	.950	.890	.890	.950	.895	.895	.895	.895	
Adjusted saturation flow rate	NA	NA	2600*	NA	NA	1600	1700	1700	
3-Lane	1900	1850	NA	1900	1850	1850	1700	1700	
4-Lane	2000	1850	NA	2000	1850	NA	1700	1700	
6-Lane	2000	NA	NA	2000	NA	NA	1700	1700	
Items from exclusive lanes	NA	NA	NA	NA	NA	NA	.12	.16	
ROADWAY CHARACTERISTICS									
Through lanes	4-8	4-6	2	4-8	4-6	2	2-6	2-6	
Arterial classification	NA	NA	NA	NA	NA	NA	1	1	
Free flow speed	70	60	55	70	55	55	45	45	
Medians	Yes	Varies	No	Yes	Varies	Varies	Varies	Varies	
Left turn bays	NA	Varies	Varies	NA	Varies	Varies	Varies	Varies	
Percent no passing	NA	NA	20	NA	NA	NA	NA	NA	
Percent exclusive passing lanes	NA	NA	0	NA	NA	NA	NA	NA	
SIGNAL CHARACTERISTICS									
Signalized intersection/mile	NA	NA	NA	NA	NA	NA	1.0	2.0	
Arterial type	NA	NA	NA	NA	NA	NA	3	3	
Signal type	NA	NA	NA	NA	NA	NA	A-1	A-1	
Cycle length (C)	NA	NA	NA	NA	NA	NA	60	60	
Weighted effective green (g/C)	NA	NA	NA	NA	NA	NA	45	45	

*Two-way flow rate.

LEVEL OF SERVICE CRITERIA

LOS	RURAL UNDEVELOPED AREAS			CITIES OR DEVELOPED AREAS LESS THAN 5000 POPULATION			INTERERRUPTED FLOW FACILITIES			NON-STATE SIGNALIZED ROADWAYS		
	FREEWAYS	MULTILANE HIGHWAYS	TWO-LANE HIGHWAYS % No Passing	FREEWAYS	MULTILANE HIGHWAYS	TWO-LANE HIGHWAYS	ARTERIALS	ARTERIALS	ARTERIALS	NON-STATE SIGNALIZED ROADWAYS		
A	4 Ln (v/c) < 0.318	6+ Ln (v/c) < 0.304	(v/c) < 0.33	4 Ln (v/c) < 0.318	6+ Ln (v/c) < 0.304	55 mph (v/c) < 0.31	45 mph (v/c) < 0.28	55 mph (v/c) < 0.30	45 mph (v/c) < 0.31	(average travel speed) > 34 mph	(intersection v/c) < 1.00	(shipped delay) < 5 sec
B	< 0.509	< 0.487	< 0.55	< 0.509	< 0.487	< 0.52	< 0.47	< 0.50	< 0.46	> 27 mph	< 1.00	< 10 sec
C	< 0.747	< 0.715	< 0.75	< 0.747	< 0.715	< 0.72	< 0.66	< 0.70	< 0.67	> 21 mph	< 1.00	< 15 sec
D	< 0.916	< 0.876	< 0.89	< 0.916	< 0.876	< 0.86	< 0.79	< 0.80	< 0.87	> 16 mph	< 1.00	< 20 sec
E	< 1.00	< 1.00	< 1.00	< 1.00	< 1.00	< 1.00	< 1.00	< 1.00	< 1.00	> 16 mph	< 1.00	< 30 sec
F	> 1.00	> 1.00	> 1.00	> 1.00	> 1.00	> 1.00	> 1.00	> 1.00	> 1.00	< 16 mph	> 1.00	> 40 sec

BK0883 Pg 1072
 OFFICIAL RECORDS

EXHIBIT G
Preliminary Roadway Horizontal Alignment
BK 0883 Pg 1073
OFFICIAL RECORDS

BHR

BESSENT, HAMMACK & RUCKMAN, INC.
CONSULTING AND DESIGN ENGINEERS
1900 CORPORATE SQUARE BLVD., JACKSONVILLE, FL 32216 (904) 721-2991

MINER ROAD REALIGNMENT

SCALE:	N/A
DRAWING:	1 OF 1
DATE:	10/14/97
PROJECT NO.:	96247

THIS PLAN IS CONCEPTUAL ONLY AND IS SUBJECT TO FINAL SURVEY AND DESIGN.

