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FEB 18 1999

R.114.00

NASSAU PARTNERS-RAYLAND DEVELOPMENT AGREEMENT

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

W I T N E S S E T H:

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

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

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

7
Rayland is also intended to be developed in the future ("Rayland Development") but no plans exist at the present time;

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

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

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

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

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

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

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

Public Facility Schedule

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Phase I 1999-2003

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

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Phase II 2004-2009

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

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

3. Partnership and Rayland Obligations and Consideration.

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

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

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

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

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

4. County Obligations.

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

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

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

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

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

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

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

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

8. Remedies and Monitoring.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For the County:

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

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For the Partnership:

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

For Rayland:

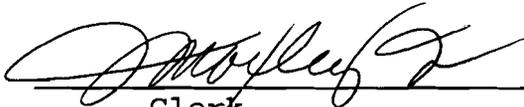
Paul Sakalosky
Rayland Company, Inc.
P. O. Box 1188
Fernandina Beach, Florida 32035

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

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

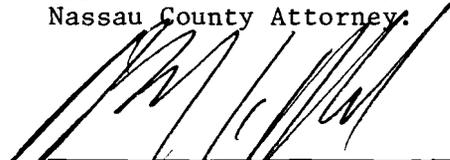
Attest: County Clerk

Board of County Commissioners
Nassau County, Florida


Clerk

By: 
Chairman

Approved as to form by the
Nassau County Attorney.


MICHAEL S. MULLIN

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

Witness:

Joyce T. Bradley
Name: Joyce T. Bradley

Janet E. Conn
Name: Janet E. Conn

NASSAU PARTNERS, LTD.

By: [Signature]
Name: Timothy G. Shea
Its: General Partner

Date: February 1, 1999

Witness:

Joyce T. Bradley
Name: Joyce T. Bradley

Janet E. Conn
Name: Janet E. Conn

RAYLAND COMPANY, INC.

By: William J. Watson
Name: William J. Watson
Its: VICE PRESIDENT

Date: February 1, 1999

BOARD OF County COMMISSIONERS
NASSAU COUNTY

Witness:

Joan M. Gagnon
Name: Joan M. Gagnon

Joyce T. Bradley
Name: Joyce T. Bradley

By: J. H. Cooper
Name: J. H. Cooper
Its: Chairman

Date: February 2, 1999

STATE OF FLORIDA
COUNTY OF ST. JOHNS

BK 0868 PG 0872
OFFICIAL RECORDS

The foregoing instrument is hereby acknowledged before me this 1st day of February, 1999, by Timothy G. Shea, as General Partner, on behalf of NASSAU PARTNERS, LTD.. He/she has produced FDL# S000-807-52-081-0 as identification and (did/did not) take an oath.



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

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

My Commission Expires: _____
My Commission Number is: _____

STATE OF FLORIDA
COUNTY OF Nassau

The foregoing instrument is hereby acknowledged before me this 1st day of February, 1999, by William J. Watson, on behalf of RAYLAND COMPANY, INC. He/she has produced FLDL# W325-430-52-470a2 identification and (did/did not) take an oath.



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

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

My Commission Expires: _____
My Commission Number is: _____

STATE OF FLORIDA
COUNTY OF NASSAU

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



MARGIE J. ARMSTRONG
Notary Public, State of Florida
My Comm. expires Nov. 5, 1999
Comm. No. CC 503215

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

My Commission Expires: _____
My Commission Number is: _____



SURVEYORS
&
LAND PLANNERS

PRIVETT & ASSOCIATES, INC.

200 SHADOWLAWN DRIVE
ST. MARYS, GEORGIA 31558

BK 0868 PG 0873
OFFICIAL RECORDS

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

May 26, 1998

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

FOR: RAYLAND COMPANY, INC.

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

Page 1 of 2

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

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

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

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11-2N-26-0000-0001-0010

12-2N-26-0000-0001-0080

13-2N-26-0000-0002-0010

14-2N-26-0000-0001-0020

Parcel Identification Number (18 digit number)



SURVEYORS
&
LAND PLANNERS

BK 0868 PG 0875

OFFICIAL RECORD
Legal Description - Nassau Partners, Ltd.

PRIVETT & ASSOCIATES, INC.

200 SHADOWLAWN DRIVE
ST. MARYS, GEORGIA 31558

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

May 26, 1998

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

FOR: RAYLAND COMPANY, INC.

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

Ex B 1 of 2

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

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



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

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

BK 0868 PG 0877

OFFICIAL RECORDS

SEPTEMBER 21, 1998

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

FOR: NASSAU PARTNERS, LTD.

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

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

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

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

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

PRIVETT AND ASSOCIATES, INC.
SURVEYORS AND LAND PLANNERS

1201 SHADOWLAWN DRIVE
ST. MARYS, GEORGIA 31558

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

Ex C 1 of 3

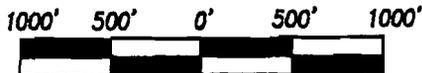
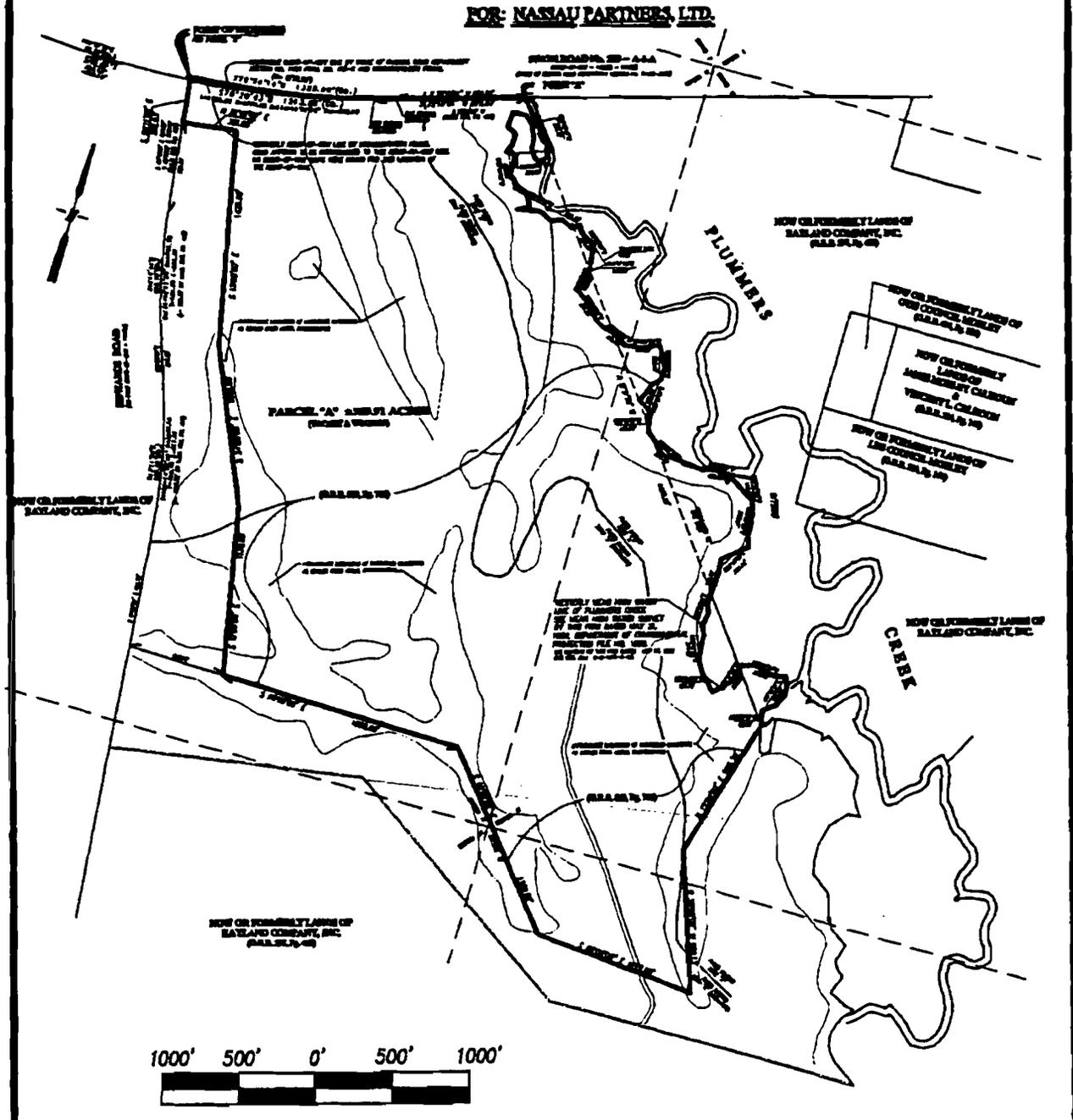
PLUMMERS CREEK
PUD Rezoning

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

(ACCORDING TO DEEDS RECORDED IN BOOK 579, PAGE 467, OF THE
OFFICIAL RECORDS OF SAID COUNTY.)

FOR: **NASSAU PARTNERS, LTD.**

BK 0868 PG 0878
OFFICIAL RECORDS



GRAPHIC SCALE: 1" = 1000'

NOTE:

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

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

PRIVETT AND ASSOCIATES, INC.
SURVEYORS AND LAND PLANNERS

1201 SHADOWLAWN DRIVE
ST. MARYS, GEORGIA 31558
SKETCH DATE: (912) 882-3738 SEPT. 21, 1998

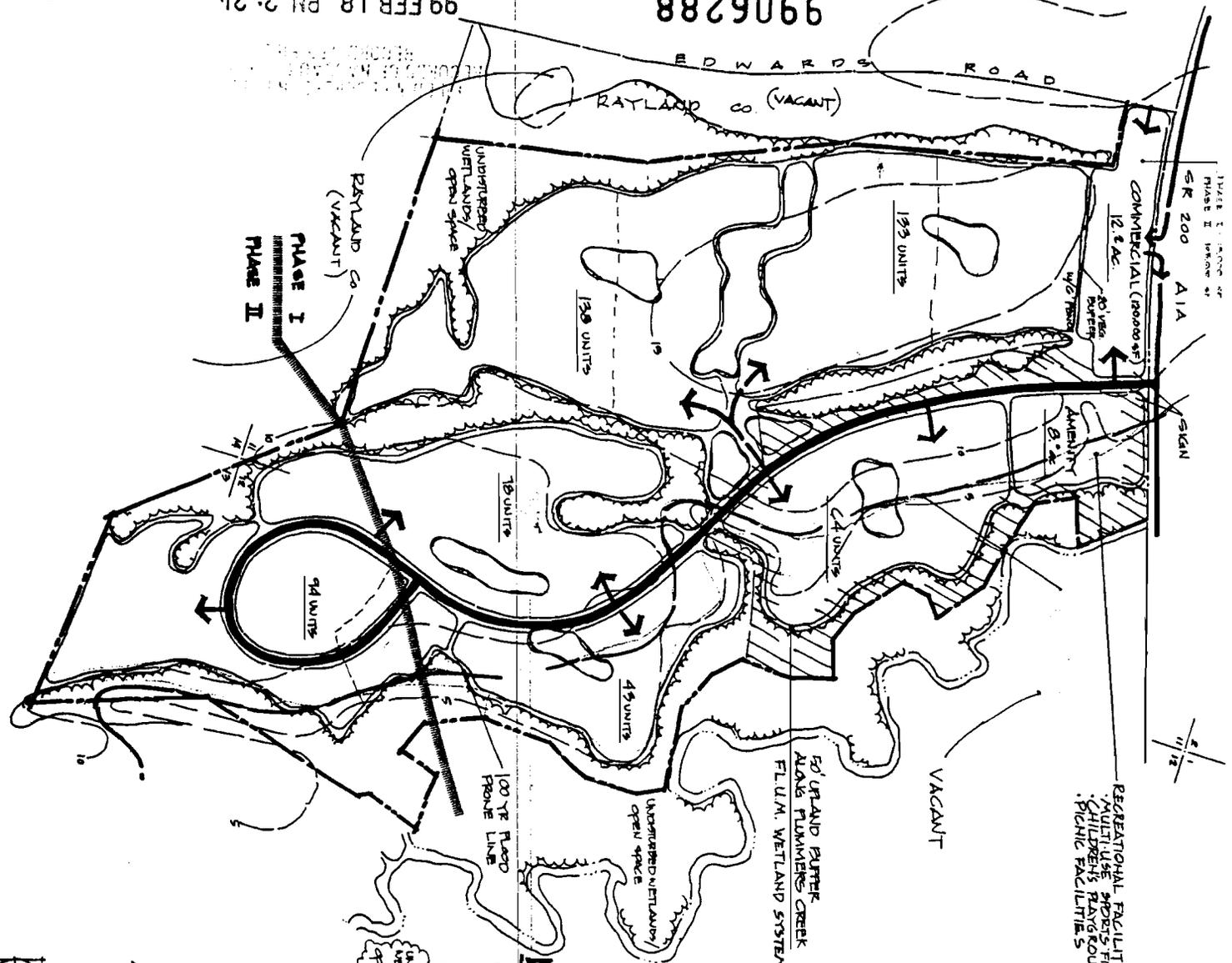
Ex. C

PLUMMERS CREEK
PUD Rezoning

MASSACHUSETTS
 REGISTERED PROFESSIONAL ENGINEERS
 MASSACHUSETTS

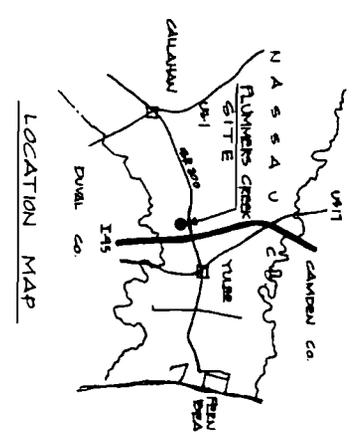
99 FEB 18 PM 2:24

9906288



RECREATIONAL FACILITIES:
 MULTI-USE SPORTS FIELD
 CHILDREN'S PLAYGROUND
 PICNIC FACILITIES

50' GRAND BUTTER CREEK
 ALONG PLUMMERS CREEK
 FLUM. WETLAND SYSTEM



ATTACHMENT H

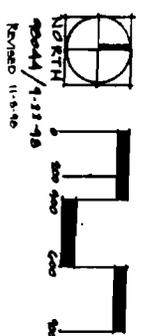
LAND USE DATA

- TOTAL LAND AREA 550 309.91 AC
- TOTAL HOME SITES 550
- TOTAL OPEN SPACE REQD 28.2 AC (20%)
- TOTAL OPEN SPACE PROVIDED 25.2 AC
- ACTIVE AMENITY 8.2 AC
- WETLAND PRESERVE (14) 97.2 AC
- OPEN-WATER LAKES 20.2 AC
- TOTAL NON-RESIDENTIAL 122.2 AC
- COMMERCIAL - 100,000 sqft

PRELIMINARY DEVELOPMENT PLAN
PLUMMERS CREEK
 DEVELOPER: MASSACHUSETTS BARTHERS LTD
 TIMOTHY G. SHEA



BK0868PG0879
 OFFICIAL RECORDS



Revised 11-8-86



ATTORNEYS AT LAW

SUSAN C. McDONALD

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SMcdonald@rtlaw.com

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Jacksonville, Florida 32207

904 . 398 . 3911 Main
904 . 396 . 0663 Fax
www.rtlaw.com

August 25, 2006

Mike Mullin, Esquire
County Attorney
Nassau County
191 Nassau Place
Yulee, Florida 32097

RE: Correction of Legal Description in Rayland Development Agreement

Dear Mike:

I am writing to ask your assistance in correcting a document which was recorded by the County without exhibits. This has resulted in title problems for Rayonier/Rayland now known as TerraPointe in trying to sell property.

I am sure you recall the series of events surrounding the approval of the Comprehensive Plan for the Timbercreek and River Glen lands. The DCA was concerned about the maximum density for the site as an over-allocation of residential for the County. To remedy those concerns, Rayland agreed to limit density on the Flora Parke lands to no more than 429 units and in nearby pieces to no more than 1230 units (“Restricted Lands”). In consideration for that, DCA agreed to approve a comprehensive plan amendment for the Timbercreek and River Glen lands at no more than 3 units per acre. This agreement was set forth in the Stipulated Settlement Agreement between the County and DCA dated December, 1999. The limitations on density for the Restricted Lands were set forth in a Restrictive Covenant dated September 22, 1999 and recorded at OR Book 0901, page 331.

Rayland and Nassau Partners entered into a Development Agreement with the County dated January 25, 1999 to set forth conditions under which Timbercreek and River Glen lands could be developed. The DCA required an Amendment to the Developer’s Agreement to address in part their concerns with the over-allocation issue by transferring density from “property described in Exhibit D” and “property described in Exhibit E” to the Timbercreek and River Glen lands. That Amendment was recorded at O.R. Book 922, page 1156. Neither Exhibit D nor Exhibit E were attached to the Amendment and that is what is causing the title problem.

We believe Exhibit D is the Flora Parke property, i.e., Parcel A of Exhibit A in the Restrictive Covenants and Exhibit E is Parcel B of Exhibit A in the Restrictive Covenants. I have prepared Exhibits D and E, both of which are attached. I believe these can be affixed to the original Amendment which Joyce Bradley has located in County

Mike Mullin, Esquire
August 25, 2006
Page 2

files and re-recorded with an explanation on its face to the effect that the second recordation is to correct a scrivener's error in the document originally recorded at O.R. Book 922, page 1156.

We will be glad to pay for any cost of this recordation. Copies of all relevant documents are attached for your ready reference. I would be happy to discuss at your convenience.

Very truly yours,

A handwritten signature in cursive script that reads "Susan". The signature is written in black ink and is positioned above the printed name.

Susan C. McDonald

SCM:se
Attachments

JAX\1040746_1

~~EXHIBIT
PARCEL A~~

MAP SHOWING SKETCH OF LEGAL DESCRIPTION

SUBJECT SURVEY:

A portion of Sections 12, 25 and 26, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows: COMMENCE at the Southeasterly corner of Lot 47, Flora Parke, as recorded in Plat Book 6, Pages 137, 138 and 139 of the Public Records of Nassau County, Florida; thence along the Easterly boundary of said Flora Parke, the following three (3) courses and distances: Course No. 1: North 17°13'01" East, 110.00 feet; Course No. 2: North 11°30'25" East, a distance of 60.30 feet; Course No. 3: North 17°21'51" East, a distance of 220.00 feet to a point on the Southerly line of lands now or formerly owned by the Presbytery of St. Augustine, Inc., said point also being described as the most Southeasterly corner of a 60 foot easement for ingress and egress as recorded in Official Records Book 475, Page 155 of the Public Records of Nassau County, Florida; thence South 72°46'59" East, along said Southerly line, a distance of 659.14 feet; thence South 02°03'59" East, a distance of 1,179.80 feet to the POINT OF BEGINNING of the herein described parcel; thence continue South 02°03'59" East, a distance of 1,098.44 feet; thence South 56°15'32" East, a distance of 1,080.00 feet; thence South 02°03'59" East, a distance of 975.00 feet; thence South 81°53'51" West, a distance of 715.00 feet; thence North 74°36'04" West, a distance of 500.00 feet; thence South 56°00'00" West, a distance of 809.36 feet; thence North 79°00'00" West, a distance of 870.03 feet; thence South 86°33'00" West, a distance of 1,441.74 feet; thence North 03°25'15" West, a distance of 2,155.00 feet; thence North 86°33'00" East, a distance of 897.53 feet; thence North 12°46'05" East, a distance of 230.00 feet; thence South 35°38'04" East, a distance of 610.95 feet; thence North 54°21'56" East, a distance of 882.18 feet; thence North 66°17'50" East, a distance of 1,409.01 feet to the POINT OF BEGINNING.

Containing 203.29 acres, more or less.

<p>LEGEND</p> <p>☐ DENOTES CONCRETE MONUMENT & BELLER & ASSOC. DENOTES PINE</p> <p>○ DENOTES 1/2" IRON PIPE SET WITH CAP, & BELLER & ASSOC.</p> <p>● DENOTES IRON PIPE FOUND & BELLER & ASSOC.</p> <p>✕ DENOTES CROSS CUT</p>		<p>DATE <u>AUGUST 10, 1999</u></p> <p>SCALE <u>1" = 200'</u></p> <p>JOB No. <u>98-</u></p> <p>F.B. _____</p> <p>page _____</p> <p>Camp. File <u>FLORA200 Dwg</u></p>
<p>RICHARD A. MILLER & ASSOCIATES PROFESSIONAL LAND SURVEYORS 6701 BEACH BLVD., SUITE 1100 JACKSONVILLE, FLORIDA 32216</p> <p style="text-align: right;">Fax (904) 721-5738 Tele (904) 721-0228</p>		
<p><small>THIS IS TO CERTIFY THAT THE SURVEY IS A TRUE REPRESENTATION OF AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MEASUREMENT STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND APPROVED BY CHAPTER 409-4.0, PARTIAL OF THE 1997 FLORIDA CONSTITUTIONAL CODE, PURSUANT TO SECTION 409.01, FLORIDA STATUTES.</small></p> <p style="text-align: center;"><i>Richard A. Miller</i></p> <p style="text-align: center;">RICHARD A. MILLER, STATE OF FLORIDA, REGISTERED LAND SURVEYOR, CERTIFICATE No. 3848</p>		

**EASEMENT FOR PROPOSED 80 FOOT WIDE EASEMENT
FOR INGRESS AND EGRESS EASEMENT**

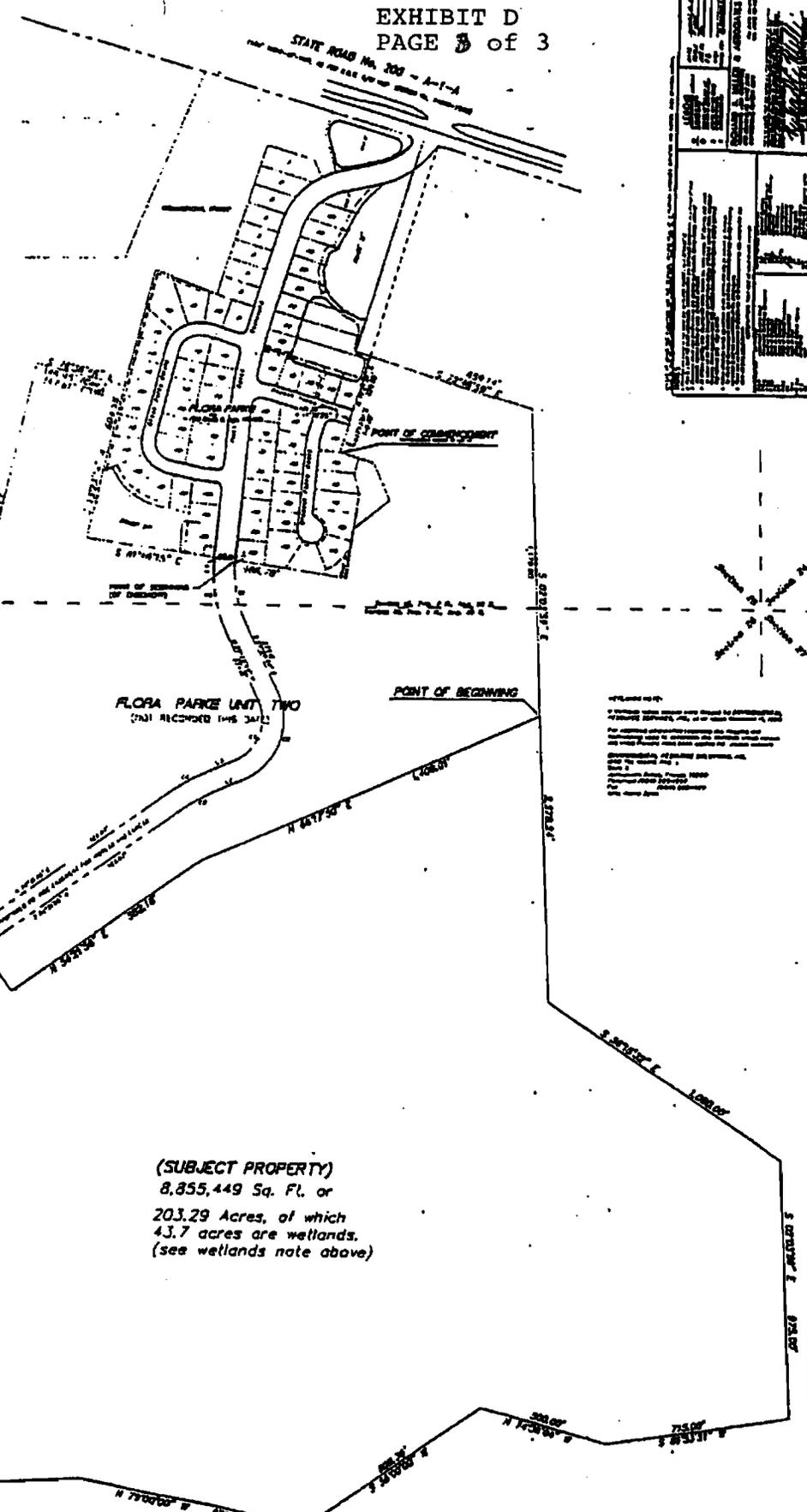
A parcel of land being a portion of Sections 25 and 26, Township 2 North, Range 28 East, Nassau County, Florida, said parcel of land being more particularly described as follows:

BEGIN at the Southwest corner of Lot 26, FLORA PARKE, as recorded in Plat Book 6, pages 137, 138 and 139 at the Public Records of said Nassau County, Florida; run thence S 05°02'32" W., along a Southerly prolongation of the Easterly Right of Way line at FLORA PARKE BOULEVARD, a distance of 8.48 feet, to the point of curvature of a curve leading Southeasterly; thence Southeasterly, along and around the arc of a curve concave Northeasterly, and having a radius of 473.08 feet, through a central angle of 30°31'29" to the left, and arc distance of 252.04 feet, to the point of tangency of said curve, last said arc being subtended by a chord bearing and distance of S 10°13'00" E 249.07 feet; thence S 25°28'44" E., along said tangency, a distance of 273.18 feet, to the point of curvature, of a curve leading Southwesterly; thence Southwesterly, along and around the arc of a curve, concave Northwesterly, having a radius of 250.00 feet, through a central angle of 91°46'34" to the right, an arc distance of 400.45 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of S 20°24'33" W., 358.99 feet; thence S 66°17'50" W., along last said tangency, a distance of 97.92 feet, to the point of curvature of a curve leading Southwesterly; thence Southwesterly, along and around the arc of a curve, concave Southeasterly, having a radius of 810.00 feet, through a central angle of 11°55'54" to the left, an arc distance of 168.68 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of S 60°19'53" W., 168.37 feet; thence S 54°21'56" W., along last said tangency, a distance of 923.07 feet, to a point on the Southerly boundary of FLORA PARKE PHASE 2; run thence N 35°38'04" W., along last said line a distance of 80.00 feet, to a point; run thence N 54°21'56" E., a distance of 923.07 feet, to a point of curvature, of a curve leading Northeasterly; thence Northeasterly, along and around the arc of a curve, concave Southeasterly, and having a radius of 890.00 feet, through a central angle of 11°55'54" to the right, an arc distance of 185.34 feet, to the point of tangency of last said arc, last said curve being subtended by a chord bearing and distance of N 60°19'53" E., a distance of 185.00 feet; thence N 66°17'50" E., along last said tangency, a distance of 97.92 feet, to the point of curvature, of a curve leading Northeasterly; thence Northeasterly, along and around the arc of a curve, concave Northwesterly, and having a radius of 170.00 feet, through a central angle of 91°46'34" to the left, an arc distance of 272.31 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of N 20°24'33" E., a distance of 244.11 feet; thence N 25°28'44" W., along said tangency, a distance of 273.18 feet, to the point of curvature of a curve leading Northwesterly; thence Northwesterly, along and around the arc of a curve, concave Northeasterly, having a radius of 553.08 feet, through a central angle of 30°31'29" to the right, an arc distance of 294.66 feet, to the point of tangency, last said arc being subtended by a chord bearing and distance of N 10°13'00" W., a distance of 291.18 feet; thence N 05°02'41" E., a distance of 12.93 feet, to a point on the Southerly boundary of the aforesaid plat of FLORA PARKE, said point lying on the Westerly Right of Way line of Flora Parke Boulevard; run thence S 81°46'15" E., along said Southerly boundary of FLORA PARKE, a distance of 80.12 feet, to the POINT OF BEGINNING

EXHIBIT
PARCEL A

HELP SHOWING DETAILS OF LEGAL DESCRIPTION

A portion of Sections 10, 11 and 12, Township 2 North, Range 21 East, County of Polk, Iowa, and more particularly described as being COMPREHENSIVE of the following parcels of land, to-wit: Parcel A, Parcel B, Parcel C, Parcel D, Parcel E, Parcel F, Parcel G, Parcel H, Parcel I, Parcel J, Parcel K, Parcel L, Parcel M, Parcel N, Parcel O, Parcel P, Parcel Q, Parcel R, Parcel S, Parcel T, Parcel U, Parcel V, Parcel W, Parcel X, Parcel Y, Parcel Z, Parcel AA, Parcel AB, Parcel AC, Parcel AD, Parcel AE, Parcel AF, Parcel AG, Parcel AH, Parcel AI, Parcel AJ, Parcel AK, Parcel AL, Parcel AM, Parcel AN, Parcel AO, Parcel AP, Parcel AQ, Parcel AR, Parcel AS, Parcel AT, Parcel AU, Parcel AV, Parcel AW, Parcel AX, Parcel AY, Parcel AZ, Parcel BA, Parcel BB, Parcel BC, Parcel BD, Parcel BE, Parcel BF, Parcel BG, Parcel BH, Parcel BI, Parcel BJ, Parcel BK, Parcel BL, Parcel BM, Parcel BN, Parcel BO, Parcel BP, Parcel BQ, Parcel BR, Parcel BS, Parcel BT, Parcel BU, Parcel BV, Parcel BW, Parcel BX, Parcel BY, Parcel BZ, Parcel CA, Parcel CB, Parcel CC, Parcel CD, Parcel CE, Parcel CF, Parcel CG, Parcel CH, Parcel CI, Parcel CJ, Parcel CK, Parcel CL, Parcel CM, Parcel CN, Parcel CO, Parcel CP, Parcel CQ, Parcel CR, Parcel CS, Parcel CT, Parcel CU, Parcel CV, Parcel CW, Parcel CX, Parcel CY, Parcel CZ, Parcel DA, Parcel DB, Parcel DC, Parcel DD, Parcel DE, Parcel DF, Parcel DG, Parcel DH, Parcel DI, Parcel DJ, Parcel DK, Parcel DL, Parcel DM, Parcel DN, Parcel DO, Parcel DP, Parcel DQ, Parcel DR, Parcel DS, Parcel DT, Parcel DU, Parcel DV, Parcel DW, Parcel DX, Parcel DY, Parcel DZ, Parcel EA, Parcel EB, Parcel EC, Parcel ED, Parcel EE, Parcel EF, Parcel EG, Parcel EH, Parcel EI, Parcel EJ, Parcel EK, Parcel EL, Parcel EM, Parcel EN, Parcel EO, Parcel EP, Parcel EQ, Parcel ER, Parcel ES, Parcel ET, Parcel EU, Parcel EV, Parcel EW, Parcel EX, Parcel EY, Parcel EZ, Parcel FA, Parcel FB, Parcel FC, Parcel FD, Parcel FE, Parcel FF, Parcel FG, Parcel FH, Parcel FI, Parcel FJ, Parcel FK, Parcel FL, Parcel FM, Parcel FN, Parcel FO, Parcel FP, Parcel FQ, Parcel FR, Parcel FS, Parcel FT, Parcel FU, Parcel FV, Parcel FW, Parcel FX, Parcel FY, Parcel FZ, Parcel GA, Parcel GB, Parcel GC, Parcel GD, Parcel GE, Parcel GF, Parcel GH, Parcel GI, Parcel GJ, Parcel GK, Parcel GL, Parcel GM, Parcel GN, Parcel GO, Parcel GP, Parcel GQ, Parcel GR, Parcel GS, Parcel GT, Parcel GU, Parcel GV, Parcel GW, Parcel GX, Parcel GY, Parcel GZ, Parcel HA, Parcel HB, Parcel HC, Parcel HD, Parcel HE, Parcel HF, Parcel HG, Parcel HH, Parcel HI, Parcel HJ, Parcel HK, Parcel HL, Parcel HM, Parcel HN, Parcel HO, Parcel HP, Parcel HQ, Parcel HR, Parcel HS, Parcel HT, Parcel HU, Parcel HV, Parcel HW, Parcel HX, Parcel HY, Parcel HZ, Parcel IA, Parcel IB, Parcel IC, Parcel ID, Parcel IE, Parcel IF, Parcel IG, Parcel IH, Parcel II, Parcel IJ, Parcel IK, Parcel IL, Parcel IM, Parcel IN, Parcel IO, Parcel IP, Parcel IQ, Parcel IR, Parcel IS, Parcel IT, Parcel IU, Parcel IV, Parcel IW, Parcel IX, Parcel IY, 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Parcel XA, Parcel XB, Parcel XC, Parcel XD, Parcel XE, Parcel XF, Parcel XG, Parcel XH, Parcel XI, Parcel XJ, Parcel XK, Parcel XL, Parcel XM, Parcel XN, Parcel XO, Parcel XP, Parcel XQ, Parcel XR, Parcel XS, Parcel XT, Parcel XU, Parcel XV, Parcel XW, Parcel XX, Parcel XY, Parcel XZ, Parcel YA, Parcel YB, Parcel YC, Parcel YD, Parcel YE, Parcel YF, Parcel YG, Parcel YH, Parcel YI, Parcel YJ, Parcel YK, Parcel YL, Parcel YM, Parcel YN, Parcel YO, Parcel YP, Parcel YQ, Parcel YR, Parcel YS, Parcel YT, Parcel YU, Parcel YV, Parcel YW, Parcel YX, Parcel YY, Parcel YZ, Parcel ZA, Parcel ZB, Parcel ZC, Parcel ZD, Parcel ZE, Parcel ZF, Parcel ZG, Parcel ZH, Parcel ZI, Parcel ZJ, Parcel ZK, Parcel ZL, Parcel ZM, Parcel ZN, Parcel ZO, Parcel ZP, Parcel ZQ, Parcel ZR, Parcel ZS, Parcel ZT, Parcel ZU, Parcel ZV, Parcel ZW, Parcel ZX, Parcel ZY, Parcel ZZ.



FLORA PARKE UNIT TWO
(201) RECORDED 11/15/2012

POINT OF BEGINNING

(SUBJECT PROPERTY)
8,855,449 Sq. Ft. or
203.29 Acres, of which
43.7 acres are wetlands.
(see wetlands note above)

Table with 4 columns: DISTANCE, BEARING, AREA, and other survey data.

NOTES TO THE SURVEY
1. THIS SURVEY WAS MADE BY THE SURVEYOR ON THE 15th DAY OF NOVEMBER, 2012.
2. THE SURVEY WAS MADE BY THE SURVEYOR ON THE 15th DAY OF NOVEMBER, 2012.
3. THE SURVEY WAS MADE BY THE SURVEYOR ON THE 15th DAY OF NOVEMBER, 2012.
4. THE SURVEY WAS MADE BY THE SURVEYOR ON THE 15th DAY OF NOVEMBER, 2012.
5. THE SURVEY WAS MADE BY THE SURVEYOR ON THE 15th DAY OF NOVEMBER, 2012.
6. THE SURVEY WAS MADE BY THE SURVEYOR ON THE 15th DAY OF NOVEMBER, 2012.
7. THE SURVEY WAS MADE BY THE SURVEYOR ON THE 15th DAY OF NOVEMBER, 2012.
8. THE SURVEY WAS MADE BY THE SURVEYOR ON THE 15th DAY OF NOVEMBER, 2012.
9. THE SURVEY WAS MADE BY THE SURVEYOR ON THE 15th DAY OF NOVEMBER, 2012.
10. THE SURVEY WAS MADE BY THE SURVEYOR ON THE 15th DAY OF NOVEMBER, 2012.

EXHIBIT "A"
PAGE 3 OF 5

~~EXHIBIT
PARCEL B~~

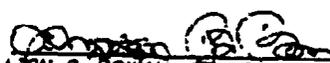
MAP SHOWING SKETCH OF LEGAL DESCRIPTION

(THIS IS NOT A BOUNDARY SURVEY)

SUBJECT PROPERTY:

A portion of Sections 29 and 30, Township 2 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows: BEGIN at the common corner of Sections 30 and 31, Township 2 North, Range 28 East, and Sections 13 and 24, Township 2 North, Range 27 East, Nassau County, Florida; thence North 01°15'17" West, along the common line of said Sections 13 and 30, also being described as the common line of said Range 27 East and Range 28 East, a distance of 1,900.70 feet; thence North 89°37'07" East, a distance of 4,216.28 feet; thence North 00°05'56" West, a distance of 737.79 feet; thence North 89°45'50" East, a distance of 3,750.01 feet to a point on the Easterly line of the Westerly 1/2 of said Section 29; thence South 00°05'56" East, along said Easterly line, a distance of 2,634.34 feet to a point on the common line of said Section 29 and Section 32, Township 2 North, Range 28 East, Nassau County, Florida; thence South 89°44'20" West, along said common line of said Sections 29 and 32, a distance of 2,643.80 feet to the common corner of said Sections 29, 30, 31 and 32, Township 2 North, Range 28 East, Nassau County, Florida; thence South 89°37'07" West, along the common line of said Sections 30 and 31, a distance of 5,284.17 feet to the POINT OF BEGINNING.

Containing 410.00 acres, more or less.

LEGEND		DATE: <u>8/9/99</u>	
☐	DENOTES CONCRETE MONUMENT	SCALE:	<u>1" = 400'</u>
—x—	DENOTES FENCE	JOB No.	<u>99-2372</u>
○	DENOTES 1/2" IRON PIPE SET WITH CAP, E. MILLER & ASSOC.	F.B.	_____
●	DENOTES IRON PIPE FOUND (AS NOTED)	page	_____
x	DENOTES CROSS CUT	DWG. File	<u>SR107.DWG</u>
RICHARD A. MILLER & ASSOCIATES			
PROFESSIONAL LAND SURVEYORS 6701 BEACH BLVD., SUITE #200 JACKSONVILLE FLORIDA 32216			
		Fax (904) 721-5758 Tele. (904) 721-1226	
THIS IS TO CERTIFY THAT THIS SURVEY IS A TRUE REPRESENTATION OF AN AGRICULTURAL FIELD SURVEY, MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE LEGISLATIVE TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 69S17-6.0, (Formerly CHAPTER 3700-6.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007, FLORIDA STATUTES.			
 JONATHAN B. BOWMAN, STATE OF FLORIDA, REGISTERED LAND SURVEYOR, CERTIFICATE No. 4600			

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

**DEPARTMENT OF COMMUNITY
AFFAIRS,**

Petitioner,

v.

DOAH Case No. 99-1315GM

NASSAU COUNTY,

Respondent.

STIPULATED SETTLEMENT AGREEMENT

THIS STIPULATED SETTLEMENT AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs and Nassau county as a complete and final settlement of all claims raised in the above-styled proceeding.

RECITALS

WHEREAS, the State of Florida, Department of Community Affairs (DCA or Department), is the state land planning agency and has the authority to administer and enforce the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes; and

WHEREAS, Nassau County (Local Government) is a local government with the duty to adopt comprehensive plan amendments that are "in compliance;" and

WHEREAS, the Local Government adopted Comprehensive Plan Amendment 99-1 (Plan Amendment) by Ordinance No. 99-04 on January 25, 1999; and

WHEREAS, the Plan Amendment proposes to amend the Future Land Use Map on 716 acres from Agriculture (1 du/20ac) to Low Density Residential (2du/ac) west of I-95 and south of SR 200(A1A); and

WHEREAS, the Department issued its Statement and Notice of Intent regarding the Amendment on March 16, 1999; and

WHEREAS, as set forth in the Statement of Intent, the Department contends that the Amendment is not "in compliance" because the Department contends that the Amendment is not supported by data and analysis demonstrating the County's ability to maintain adopted Levels of Service on State Road 200 and Interstate 95, or demonstrating need for additional Low Density Residential lands; does not discourage urban sprawl; and it does not demonstrate suitability for development at the densities provided for in the Low Density Residential category based on the presence of high water table soils; and

WHEREAS, pursuant to Section 163.3184(10), Florida Statutes, DCA has initiated the above-styled formal administrative proceeding challenging the Amendment; and

WHEREAS, the Local Government disputes the allegations of the Statement of Intent regarding the Amendment; and

WHEREAS, the parties wish to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve this proceeding under the terms set forth herein, and agree it is in their respective mutual best interests to do so;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinbelow set forth, and in consideration of the benefits to accrue to each of the parties, the

receipt and sufficiency of which are hereby acknowledged, the parties hereby represent and agree as follows:

GENERAL PROVISIONS

1. **Definitions.** As used in this agreement, the following words and phrases shall have the following meanings:

- a. **Act:** The Local Government Comprehensive Planning and Land Development Regulation Act, as codified in Part II, Chapter 163, Florida Statutes.
- b. **Agreement:** This stipulated settlement agreement.
- c. **Comprehensive Plan Amendment or Plan Amendment:** Comprehensive plan amendment 99-1 adopted by the Local Government on January 25, 1999, as Ordinance No. 99-04.
- d. **DOAH:** The Florida Division of Administrative Hearings.
- e. **In compliance or into compliance:** The meaning set forth in Section 163.3184(1)(b), Florida Statutes.
- f. **Notice:** The notice of intent issued by the Department to which was attached its statement of intent to find the plan amendment not in compliance.
- g. **Petition:** The petition for administrative hearing and relief filed by the Department in this case.
- h. **Remedial Action:** A remedial plan amendment, submission of support document or other action described in the statement of intent or this agreement as an action which must be completed to bring the plan amendment into compliance.

i. **Remedial Plan Amendment:** An amendment to the plan or support document, the need for which is identified in this agreement, including its exhibits, and which the local government must adopt to complete all remedial actions. Remedial plan amendments adopted pursuant to this Agreement must, in the opinion of the Department, be consistent with and substantially similar in concept and content to the ones identified in this Agreement or be otherwise acceptable to the Department.

j. **Statement of Intent:** The statement of intent to find the Plan Amendment not in compliance issued by the Department in this case.

k. **Support Document:** The studies, inventory maps, surveys, data, inventories, listings or analyses used to develop and support the Plan Amendment or Remedial Plan Amendment.

2. **Department Powers.** The Department is the state land planning agency and has the power and duty to administer and enforce the Act and to determine whether the Plan Amendment is in compliance.

3. **Negotiation of Agreement.** The Department issued its Notice and Statement of Intent to find the Plan Amendment not in compliance, and filed the Petition in this case to that effect. Subsequent to the filing of the Petition the parties conferred and agreed to resolve the issues in the Petition, Notice and Statement of Intent through this Agreement. It is the intent of this Agreement to resolve fully all issues between the parties in this proceeding.

4. **Dismissal.** If the Local Government approves and executes this Agreement thus committing to take the future actions outlined in Exhibit B, paragraphs 2 and 4, the Department will issue an Amended Notice of Intent finding in compliance the Plan Amendment which is the

subject of this proceeding. The Department will file the Amended Notice of Intent with the DOAH. The Department will also file a request to relinquish jurisdiction to the Department for dismissal of this proceeding or for realignment of the parties, as appropriate under Section 163.3184(16)(f), Florida Statutes.

5. Description of Provisions not in Compliance and Remedial Actions: Legal Effect of Agreement. Exhibit A to this Agreement is a copy of the Statement of Intent, which identifies the provisions not in compliance. Exhibit B contains Remedial Actions needed for compliance. Exhibits A and B are incorporated in this Agreement by this reference. This Agreement constitutes a stipulation that the Plan Amendment will be in compliance in contemplation of the subsequent actions of Nassau County consistent with the provisions of Exhibit B.

6. Remedial Actions to be Considered for Adoption. The Local Government agrees to consider for adoption by formal action of its governing body all Remedial Actions described in Exhibit B no later than the time period provided for in this Agreement.

7. Adoption or Approval of Remedial Plan Amendments. After execution of this Agreement by the parties, and as a part of the Evaluation and Appraisal Report process consistent with Section 163.3191, Florida Statutes, the Local Government shall consider for adoption the Plan Amendments addressed in Exhibit B, paragraph 2 and refrain from the actions addressed in paragraph 4.

8. Acknowledgment. All parties to this Agreement acknowledge that the "based upon" provisions in Section 163.3184(8), Florida Statutes, do not apply to the Remedial Plan Amendment.

9. Review of Remedial Plan Amendments and Notice of Intent. Within 14 days after the Department's execution of this Agreement, the Department shall issue an Amended Notice of Intent pursuant to Section 163.3184, Florida Statutes, for the original Plan Amendment in accordance with this Agreement.

a. Agreement Approved: If Nassau County approves this Agreement, the Department, within 14 days of receipt of the executed Agreement(s) from the County, shall issue an Amended Notice of Intent addressing the original Plan Amendment as being in compliance. The Department shall file this amended notice with DOAH and shall move to realign the parties or to relinquish this proceeding for dismissal, as may be appropriate.

b. Agreement Not Approved: If Nassau County does not approve this Agreement, the Department shall request that this matter be set for final hearing.

10. Effect of Amendment. Adoption of any subsequent Plan Amendments consistent with Exhibit B, paragraph 2, shall be counted toward the frequency restrictions imposed upon plan amendments pursuant to Section 163.3187(1), Florida Statutes.

11. Purpose of this Agreement: Not Establishing Precedent. The parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding costly, lengthy and unnecessary litigation and in recognition of the desire for the speedy and reasonable resolution of disputes arising out of or related to the Plan Amendment. The acceptance of proposals for purposes of this Agreement is part of a negotiated agreement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances or by any other local government.

12. Approval by Governing Body. This Agreement has been approved by the Local Government's governing body at a public hearing advertised at least 10 days prior to the hearing in a newspaper of general circulation in the manner prescribed for advertisements in Section 163.3184(15)(c), Florida Statutes. This Agreement has been executed by the appropriate officer as provided in the Local Government's charter or other regulations.

13. Changes in Law. Nothing in this Agreement shall be construed to relieve either party from adhering to the law, and in the event of a change in any statute or administrative regulation inconsistent with this agreement, the statute or regulation shall take precedence and shall be deemed incorporated in this Agreement by reference.

14. Other Persons Unaffected. Nothing in this Agreement shall be deemed to affect the rights of any person not a party to this Agreement. This Agreement is not intended to benefit any third party.

15. Attorney Fees and Costs. Each party shall bear its own costs, including attorney fees, incurred in connection with the above-captioned case and this Agreement.

16. Effective Date. This Agreement shall become effective immediately upon execution by the Department and the Local Government.

17. Filing and Continuance. This Agreement shall be filed with DOAH by the Department after execution by the parties. Upon the filing of this Agreement, the administrative proceeding in this matter shall be stayed by the Administrative Law Judge in accordance with Section 163.3184(16)(b), Florida Statutes, or subsequently dismissed as appropriate.

18. Retention of Right to Final Hearing. Both parties hereby retain the right to have a final hearing in this proceeding in the event of a breach of this Agreement, and nothing in this

Agreement shall be deemed a waiver of such right. Any party to this Agreement may move to have this matter set for hearing if it becomes apparent that any other party whose action is required by this Agreement is not proceeding in good faith to take that action.

19. Construction of Agreement. All parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the parties agree that such ambiguity shall be construed without regard to which of the parties drafted the provision in question.

20. Entire Agreement. This is the entire agreement between the parties and no verbal or written assurance or promise is effective or binding unless included in this document.

21. Governmental Discretion Unaffected. This Agreement is not intended to bind the Local Government in the exercise of governmental discretion which is exercisable in accordance with law only upon the giving of appropriate public notice and required public hearings.

22. Multiple Originals. This Agreement may be executed in any number of originals, all of which evidence one agreement, and only one of which need be produced for any purpose.

23. Captions. The captions inserted in this Agreement are for the purpose of convenience only and shall not be utilized to construe or interpret any provision of this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

DEPARTMENT OF COMMUNITY AFFAIRS

By: James Newton
Thomas Beck, Director
Assistant Secretary

Approved as to form and legality:

Division of Community Planning

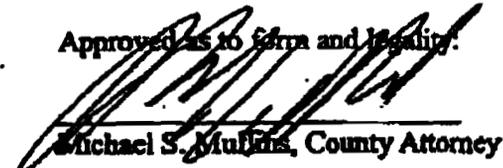

Assistant General Counsel

12/28/99
Date

12-28-99
Date

NASSAU COUNTY

By: 
[Name] J. H. Cooper
[Title] Chairman

Approved as to form and legality:

Michael S. Mullins, County Attorney

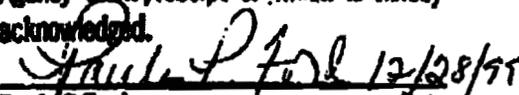
December 20, 1999
Date

12/22/99
Date

Attest:


S. M. "Chip" Oxley, Jr.
Its; Ex-Officio Clerk

FILING AND ACKNOWLEDGEMENT
FILED, on this date, with the designated
Agency Clerk, receipt of which is hereby
acknowledged.


Paula P. Ford
Agency Clerk

12/28/99
Date

EXHIBIT "A"

**STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS**

IN RE: COUNTY OF NASSAU)	
COMPREHENSIVE PLAN)	
AMENDMENT ADOPTED BY)	DOCKET NO. 99-1-NOI - 9005-(A)-(N)
ORDINANCE NO. 99-04)	
ON JANUARY 25, 1999)	
_____)	

**STATEMENT OF INTENT TO FIND
COMPREHENSIVE PLAN AMENDMENT
NOT IN COMPLIANCE**

The Florida Department of Community Affairs hereby issues its Statement of Intent to find the Nassau County Comprehensive Plan amendment CPA-98-003 adopted by Ordinance No. 99-04 on January 25, 1999, Not In Compliance based upon the Objections, Recommendations and Comments Report issued by the Department on September 25, 1998, which is hereby incorporated by reference. Additionally, the amendment is not in compliance because the adopted Future Land Use Map transmitted with the amendment does not depict the amendment site. The Department finds that the plan amendment is not "in compliance," as defined in Section 163.3184(1)(b), Florida Statutes (F.S.), because it is not consistent with Sections 163.3177 and 163.3180, F.S., the State Comprehensive Plan, the Northeast Florida Strategic Regional Policy Plan, and Chapter 9J-5, Florida Administrative Code (F.A.C.), for the reasons set forth below:

BACKGROUND

Nassau County Comprehensive Plan Amendment CPA-98-003 (Amendment) changes the Future Land Use Map designation on 716 acres from Agriculture (1 dwelling unit / 20 acres) to Low Density Residential (2 dwelling units / acre). The site of the Amendment is west of Interstate 95 and south of State Road 200 (A1A).

I. CONSISTENCY WITH CHAPTER 163, FLORIDA STATUTES, AND RULE 9J-5, FLORIDA ADMINISTRATIVE CODE

A. Inconsistent provisions. The Amendment is inconsistent for the following reasons:

1. The Amendment is not supported by appropriate data and analysis demonstrating the County's ability, during both the 5-year and the adopted long-range planning periods, to maintain the adopted Level of Service Standard on the transportation system in order to accommodate the needs of existing, committed and future land uses, including the additional impacts of the Amendment. The best available data demonstrates that State Road 200 and Interstate 95 will operate below the adopted Level of Service standard. Improvements needed to achieve and maintain the Level of Service standard on these roadways are not programmed during the 5-year or long-range planning period, are not depicted on the County's Future Traffic Circulation Map, are not included in a financially feasible Capital Improvements Element, and are not in the adopted Florida Department of Transportation work plan.

Accordingly, the Amendment is not supported by the best available data and analysis regarding impacts on the transportation system, including the Florida Intrastate Highway System. Because the data demonstrates that the County cannot achieve and maintain the adopted level of service to accommodate the impacts from existing, committed and future land uses, the Future Land Use Element, Traffic Circulation Element, and Capital Improvements Element are not coordinated and are inconsistent with one another.

Additionally, the County did not submit an adequate transportation availability analysis with the Amendment. This omission, coupled with the above issues, renders the Amendment inconsistent with the following Comprehensive Plan objectives and policies:

Future Land Use Element Objective 1.01 and Policy 1.01.04: Require that consideration of amendments to the Future Land Use Map address issues pertaining to the availability of supporting infrastructure in accordance with Chapter 9J-5.053(2)(a), (b) and (c), F.A.C.

Traffic Circulation Element Objective 2.02: The County shall develop, construct and maintain a major roadway network which is consistent with the existing and future land use patterns.

Traffic Circulation Element Objective 2.06: The County will coordinate transportation activities with other agencies having planning responsibilities for highways.

Traffic Circulation Element Policy 2.06.01: Transportation activities will be accomplished by the minimum standards of the Florida Department of Transportation.

Capital Improvements Element Goal 9.0: The County shall ensure the orderly and efficient provision of all public facilities necessary to serve existing and future local population needs.

Capital Improvements Element Policy 9.01.05: Include all facility needs identified in the Traffic Circulation Element.

Capital Improvements Element Policy 9.01.06: Estimate future funds available for public facility debt service.

Capital Improvements Element Policy 9.02.01: The County shall ensure the adopted Level of Service standards are provided for new development within the planning period.

Rules 9J-5.005(2) through (5), 9J-5.0055, 9J-5.006(2) and (4), 9J-5.016(1), (2) and (4), F.A.C.

Sections 163.3177(2), (3), (6)(a) and (b), (8) and (10)(e) and 163.3180, F.S.

b. The Nassau County Comprehensive Plan support data and analyses demonstrate the County has several times as much land designated Low Density Residential as it needs to

accommodate the projected population during the long-range planning period. The Amendment is not supported by any contrary, professionally-acceptable data and analysis demonstrating that the County requires additional Low Density Residential acreage. Because the Amendment is not supported by this data and analysis, it is not consistent with the County Comprehensive Plan Future Land Use Element Goal 1.0, which requires the County to manage future growth by designating areas for anticipated future development in a cost-efficient manner.

Rules 9J-5.005(2) and (5), 9J-5.006(2) and (4), F.A.C.

Sections 163.3177(2), (6)(a), (8) and (10)(e), F.S.

c. The Amendment modifies the County Comprehensive Plan in such a manner that it fails to discourage urban sprawl. Particularly, the Amendment

- designates substantial areas for low density development in excess of demonstrated need,
- promotes urban development in rural areas remote from other existing urban areas,
- promotes urban development in strip patterns along roads leading from urban areas,
- as a result of premature conversion of rural land to other uses, fails to protect natural resources -- especially floodplains, surface waters and wetlands of regional significance,

- fails to protect adjacent agriculture and silviculture areas by changing the area's development expectations and by introducing incompatible uses into agricultural areas,
- fails to maximize use of existing public facilities by locating development where existing facilities with adequate capacity do not exist,
- fails to maximize use of future public facilities by locating development where future facilities are not already planned,
- allows for land use patterns or timing which disproportionately increase the cost of providing and maintaining facilities by promoting current development remote from current urban areas and services,
- fails to provide a clear separation between rural and urban uses by extending urban development across I-95 into rural areas which are currently separated from urban areas,
- discourages infill development and redevelopment of existing neighborhoods in urban areas,
- fails to encourage a functional mix of uses by locating development remote from related uses, such as employment and public services,

- results in poor accessibility among related land uses by locating development where trips to related uses must occur on roads projected to be inadequate, and
- results in the loss of significant amounts of functional open space.

Further, the Amendment is not consistent with the Goals, Objectives and Policies of the County Comprehensive Plan concerning urban sprawl, including the following:

Future Land Use Element Goal 1.0: regarding designating areas for future development in a cost-efficient manner,

Future Land Use Element Objective 1.02: regarding locating future land uses where they appear most compatible with surrounding land uses, and

Future Land Use Element Policy 1.02.05: regarding conversion of agricultural lands to non-agricultural uses.

Rules 9J-5.005(5), 9J-5.006(2), (3), (4) and (5), F.A.C.

Sections 163.3177(2) and 163.3177(6)(a), F.S.

d. The Amendment site has not been demonstrated to be suitable for development at the densities provided for in the Low Density Residential category, based on the presence of high water table soils. In addition to the direct impacts of Low Density Residential development, development on the high water table soils at the density to be allowed would require wet retention stormwater facilities. Wet retention facilities would alter the natural water table level and affect wetland hydroperiods and functions in a manner inconsistent with the County Comprehensive Plan. Therefore, the Amendment is not based on adequate data and analysis concerning suitability of the site for the proposed development and is not consistent with the following Comprehensive Plan objective and policies:

Future Land Use Element Objective 1.01: the County will correlate future land uses with appropriate environmental conditions,

Future Land Use Element Policy 1.04A.02: the County shall restrict development in conservation areas to the maximum extent possible short of a taking,

Conservation Element Objective 6.02: the County shall protect ecological systems which are sensitive to development impacts and which provide important natural functions, and

Conservation Element Policy 6.02.08: the natural functions and hydroperiods of wetlands shall be maintained.

Rules 9J-5.001(11), 9J-5.005(2) and (5), 9J-5.006(1), (2) and (4) and 9J-5.013(1) and (3), F.A.C.

Sections 163.3177(2), 163.3177(6)(a) and (d), and 163.3177(8), F.S.

e. The Future Land Use Map has not been modified to indicate the location and extent of the new land use designation to have been effected by this amendment.

Rules 9J-5.002(7), 9J-5.005(1), (2) and (5), 9J-5.006(4) and 9J-11.011(5), F.A.C.

Sections 163.3177(2) and (9), F.S.

B. Recommended remedial actions. The inconsistency may be remedied by taking the following action:

1. Rescind the amendment.

II. CONSISTENCY WITH THE STATE COMPREHENSIVE PLAN

A. Inconsistent provisions. The Amendment is inconsistent with the State Comprehensive Plan goals and policies, including the following provisions (Rule 9J-5.021, F.A.C.):

187.201(6)(b)1. and (6)(b)2.a, b., and c., F.S., concerning activities which affect public health;

187.201(8)(a) and (8)(b)2., 4., 5., 9., 10., F.S., concerning protecting groundwater quality;

187.201(10)(a) and (10)(b)1. through 7., and 10., F.S., concerning protecting natural resources and their functions and promoting agriculture compatible with wildlife and natural systems;

187.201(12)(a) and (12)(b)3., F.S., concerning efficiency of traffic flow on existing roads;

187.201(16)(a) and (16)(b)1., 2., and 6., F.S., concerning consideration of impacts on water and the availability of land and facilities to meet demands; providing rural/urban separation, protecting water and wildlife;

187.201(18)(a) and (18)(b)1., 5., 7. and 9., F.S., concerning protecting, maximizing and planning facilities in an orderly and efficient manner; encouraging local government self-sufficiency in providing facilities;

187.201(20)(a) and (20)(b)3., and 9., F.S., coordinating local and state transportation plans;

187.201(21)(a), F.S., concerning local governments providing required services economically;

187.201(22)(a) and (22)(b)3., F.S., concerning maintaining clean air, water, forests, and agricultural and natural resources as one of the state's primary economic assets; and

187.201(26)(a) and (26)(b)2. and 7., F.S., concerning integrating systematic planning capabilities into all levels of government and ensuring local plans implement state goals and address regional issues.

B. Recommended remedial action. These inconsistencies may be remedied by taking the following action:

1. Revise the plan amendment as described above in Section I.B.

III. CONSISTENCY WITH THE NORTHEAST FLORIDA STRATEGIC REGIONAL POLICY PLAN

A. Inconsistent provisions. The inconsistent provisions of the plan amendment under this subject heading is as follows (Rule 9J-5.021, F.A.C.):

Policies 4.1.5, 4.3.1 and 4.3.5: maintain Natural Resources of Regional Significance, and

Policy 5.2.1: restrict development which degrades the level of service on regional facilities.

B. Recommended remedial action. These inconsistencies may be remedied by taking the following action:

- 1. Revise the plan amendment as described above in Section LB.**

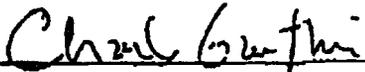
EXHIBIT B**REMEDIAL ACTIONS**

1. The Restrictive Covenants recorded at Book 0901, page 0331 of the public records of Nassau County, Florida have been placed upon the property described in the Covenants to limit the number of residential units on the property described in the Covenants to a density less than the density permitted by the Future Land Use Map category.
2. As a part of the EAR update process, (i) Nassau County shall adopt a new land use category permitting up to three (3) dwelling units per acre and (ii) amend the Future Land Use Map to limit density on Parcel A as described in the Restrictive Covenants to a density of no more than 2 units per acre and to limit density on Parcel B as described in the Restrictive Covenants to a density of no more than three (3) units per acre.
3. The Development Agreement between the Nassau County, the Rayland Company, and Nassau Partners, Ltd. recorded at Book 0868, page 0855 of the public records of Nassau County as amended by Amendment to Development Agreement dated September 27, 1999 addresses the amount of development which may be constructed on the property which is the subject of the comprehensive plan amendment in order to maintain adopted Level of Service Standards on State Road 200 and Interstate 95.
4. Nassau County is prohibited from taking any action including but not limited to a rezoning action or release of the Restrictive Covenant, which would result in the ability to increase the density on Parcels A or B beyond that which is approved in the Restrictive Covenant.

CONCLUSIONS

1. The plan amendment is not consistent with the Northeast Florida Strategic Regional Policy Plan.
2. The plan amendment is not consistent with the State Comprehensive Plan.
3. The plan amendment is not consistent with Chapter 9J-5, F.A.C.
4. The plan amendment is not consistent with the requirements of Sections 163.3177 and 163.3180, Florida Statutes.
5. The plan amendment is not "in compliance," as defined in Section 163.3184(1)(b), Florida Statutes.
6. In order to bring the plan amendment into compliance, the County may complete the recommended remedial actions described above or adopt other remedial actions that eliminate the inconsistencies.

Executed this 16th day of March, 1999, at Tallahassee, Florida.



Charles Gauthier, Chief
Bureau of Local Planning
Division of Community Planning
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

Prepared By and Return To:
SUSAN G. McDONALD
Rogers, Towers, Bailey, Jones & Gay
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207

SEP 28 1998

RESTRICTIVE COVENANTS

BK 090 | PG 033 |

OFFICIAL RECORDS

R33.00

Rayland Company, a Delaware corporation, (hereinafter referred to as "Rayland") is the owner of the land described in Exhibit "A" attached (hereinafter referred to as the "Land").

NOW, THEREFORE, Rayland, hereby subjects the Land (being the land described in Exhibit "A") to the following restrictive covenants:

STATEMENT OF PURPOSE

These covenants are imposed for the collective benefit and protection of all persons who presently or in the future, either as a fee owner or as a ground lessee as herein provided, hold an interest in the land. In addition these covenants are being imposed in order to provide certainty to the Board of County Commissioners of Nassau County that a limited amount of development shall occur on the Land.

1. **Density Limitations:**

a. Rayland is the owner of the Land, composed of two parcels of property consisting of Parcel A totaling 203 acres and Parcel B totaling 410 acres each being separately described on Exhibit "A" attached hereto. Parcel A is the subject of an approved PUD as evidenced by Ordinance 98-34. Parcel A is approved under the Nassau County Comprehensive Plan Future Land Use Map as Medium Density Residential, which allows a density of five units per acre. The PUD Ordinance permits development of a maximum of 429 units. Parcel A is hereby subjected to these restrictive covenants and thereby limited to development of no more than a total of 429 units. Parcel B is approved under the Nassau County Comprehensive Plan Future Land Use Map as Medium Density Residential which allows a density of five units per acre. Parcel B is hereby subjected to these restrictive covenants and thereby limited to development of no more than three units per acre or a total of 1230 units.

BK 0901-260332
OFFICIAL RECORDS

b. The requirements set forth in these Restrictive Covenants take precedence over less restrictive language contained in any comprehensive plan, ordinances, rules, regulations, orders, laws or requirements of any governmental agency having jurisdiction over the Land.

2. Amendments: These Restrictive Covenants may not be amended without the written approval of the Board of County Commissioners of Nassau County, Florida. Each amendment of these Restrictive Covenants so adopted shall be evidenced by an appropriate written declaration which is executed by Rayland or its successor in interest and recorded in the public records of Nassau County, Florida accompanied by evidence of the approval of the Board of County Commissioner. *wjw*

IN WITNESS WHEREOF, Rayland has set its hand and seal this 22nd day of SEPTEMBER, 1999.

Witness:

[Signature]
Name: Paul Sabaloch

Vicki A. Wojtech
Name: Vicki A. Wojtech

RAYLAND COMPANY, a Delaware corporation

By: William J. Watson
Name: WILLIAM J. WATSON

Its: VICE PRESIDENT

Date: 9-22-99



STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument is hereby acknowledged before me this 22 day of September, 1999, by William J. Watson, the Vice President of RAYLAND COMPANY, a Delaware corporation, on behalf of corp. He/she has not produced _____ as identification and (did/did not) take an oath.



Delores B. Good
NOTARY PUBLIC, State of Florida
Name: Delores B. Good

My Commission Expires: _____
My Commission Number is: _____

H:\USER\SCM\Nassau Partners

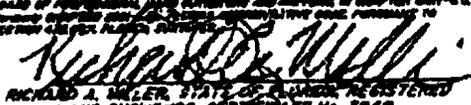
MAP SHOWING SKETCH OF LEGAL DESCRIPTION

EX 0901 PG 0
OFFICIAL RECORDS

SUBJECT SURVEY:

A portion of Sections 12, 25 and 26, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows: COMMENCE of the Southeasterly corner of Lot 47, Flora Parke, as recorded in Plat Book 6, Pages 137, 138 and 139 of the Public Records of Nassau County, Florida; thence along the Easterly boundary of said Flora Parke, the following three (3) courses and distances: Course No. 1: North 17°13'01" East, 110.00 feet; Course No. 2: North 11°30'25" East, a distance of 60.30 feet; Course No. 3: North 17°21'51" East, a distance of 220.00 feet to a point on the Southerly line of lands now or formerly owned by the Presbytery of St. Augustine, Inc., said point also being described as the most Southeasterly corner of a 60 foot easement for ingress and egress as recorded in Official Records Book 475, Page 155 of the Public Records of Nassau County, Florida; thence South 72°46'59" East, along said Southerly line, a distance of 659.14 feet; thence South 02°03'59" East, a distance of 1,179.80 feet to the POINT OF BEGINNING of the herein described parcel; thence continue South 02°03'59" East, a distance of 1,098.44 feet; thence South 56°15'32" East, a distance of 1,080.00 feet; thence South 02°03'59" East, a distance of 975.00 feet; thence South 81°53'51" West, a distance of 715.00 feet; thence North 74°36'04" West, a distance of 500.00 feet; thence South 56°00'00" West, a distance of 809.36 feet; thence North 79°00'00" West, a distance of 870.03 feet; thence South 86°33'00" West, a distance of 1,441.74 feet; thence North 03°25'15" West, a distance of 2,155.00 feet; thence North 86°33'00" East, a distance of 897.53 feet; thence North 12°46'05" East, a distance of 230.00 feet; thence South 35°38'04" East, a distance of 610.92 feet; thence North 54°21'56" East, a distance of 982.18 feet; thence North 66°17'50" East, a distance of 1,409.01 feet to the POINT OF BEGINNING.

Containing 203.29 acres more or less.

LEGEND		DATE <u>AUGUST 10, 1999</u>
○ UNDEVELOPED LAND	● DEVELOPED LAND	SCALE <u>1"=200'</u>
○ UNDEVELOPED LAND	● DEVELOPED LAND	JOB No. <u>98-</u>
○ UNDEVELOPED LAND	● DEVELOPED LAND	F.B. _____
○ UNDEVELOPED LAND	● DEVELOPED LAND	page _____
○ UNDEVELOPED LAND	● DEVELOPED LAND	Comp. File <u>FLORA200.Dwg</u>
RICHARD A. MILLER & ASSOCIATES		
PROFESSIONAL LAND SURVEYORS		
6701 BEACH BLVD., SUITE 1100		Fax: (904) 721-8738
JACKSONVILLE, FLORIDA 32216		Tel: (904) 721-8288
THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE REPRESENTATION OF AN ACTUAL FIELD SURVEY CONDUCTED IN ACCORDANCE WITH THE BOARD OF PROFESSIONAL LAND SURVEYORS AND SURVEYS OF FLORIDA.		
 RICHARD A. MILLER, STATE OF FLORIDA REGISTERED LAND SURVEYOR, CERTIFICATE No. 3648		

**EASEMENT FOR PROPOSED 80 FOOT WIDE EASEMENT
FOR INGRESS AND EGRESS EASEMENT**

A parcel of land being a portion of Sections 25 and 26, Township 2 North, Range 28 East, Nassau County, Florida, said parcel of land being more particularly described as follows:

BEGIN at the Southwest corner of Lot 26, FLORA PARKE, as recorded in Plat Book 6, pages 137, 138 and 139 of the Public Records of said Nassau County, Florida; run thence S 05°02'32" W., along a Southerly prolongation of the Easterly Right of Way line of FLORA PARKE BOULEVARD, a distance of 8.48 feet, to the point of curvature of a curve leading Southeasterly; thence Southeasterly, along and around the arc of a curve concave Northeasterly, and having a radius of 473.08 feet, through a central angle of 30°31'25" to the left, an arc distance of 252.04 feet, to the point of tangency of said curve, last said arc being subtended by a chord bearing and distance of S 10°13'00" E 245.07 feet; thence S 25°28'44" E., along said tangency, a distance of 273.18 feet, to the point of curvature, of a curve leading Southwesterly; thence Southwesterly, along and around the arc of a curve, concave Northwesterly, having a radius of 250.00 feet, through a central angle of 91°46'34" to the right, an arc distance of 400.45 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of S 20°24'33" W., 358.99 feet; thence S 66°17'50" W., along last said tangency, a distance of 37.92 feet, to the point of curvature of a curve leading Southwesterly; thence Southwesterly, along and around the arc of a curve, concave Southeasterly, having a radius of 810.00 feet, through a central angle of 11°55'54" to the left, an arc distance of 168.68 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of S 60°19'53" W., 168.37 feet; thence S 54°21'56" W., along last said tangency, a distance of 923.07 feet, to a point on the Southerly boundary of FLORA PARKE PHASE 2; run thence N 35°38'04" W., along last said line a distance of 80.00 feet, to a point; run thence N 54°21'56" E., a distance of 923.07 feet, to a point of curvature, of a curve leading Northeasterly; thence Northeasterly, along and around the arc of a curve, concave Southeasterly, and having a radius of 890.00 feet, through a central angle of 11°55'54" to the right, an arc distance of 185.34 feet, to the point of tangency of last said arc, last said curve being subtended by a chord bearing and distance of N 60°19'53" E., a distance of 185.00 feet; thence N 66°17'50" E., along last said tangency, a distance of 97.92 feet, to the point of curvature, of a curve leading Northeasterly; thence Northeasterly, along and around the arc of a curve, concave Northwesterly, and having a radius of 170.00 feet, through a central angle of 91°46'34" to the left, an arc distance of 272.31 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of N 20°24'33" E., a distance of 244.11 feet; thence N 25°28'44" W., along said tangency, a distance of 273.18 feet, to the point of curvature of a curve leading Northwesterly; thence Northwesterly, along and around the arc of a curve, concave Northeasterly, having a radius of 553.08 feet, through a central angle of 30°31'29" to the right, an arc distance of 294.66 feet, to the point of tangency, last said arc being subtended by a chord bearing and distance of N 10°13'00" W., a distance of 291.18 feet; thence N 05°02'41" E., a distance of 12.93 feet, to a point on the Southerly boundary of the aforesaid plat of FLORA PARKE, said point lying on the Westerly Right of Way line of Flora Parke Boulevard; run thence S 81°46'15" E., along said Southerly boundary of FLORA PARKE, a distance of 80.12 feet, to the POINT OF BEGINNING.

MAP SHOWING SKETCH OF LEGAL DESCRIPTION

(THIS IS NOT A BOUNDARY SURVEY)

SUBJECT PROPERTY:

A portion of Sections 29 and 30, Township 2 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows: BEGIN at the common corner of Sections 30 and 31, Township 2 North, Range 28 East, and Sections 13 and 24, Township 2 North, Range 27 East, Nassau County, Florida; thence North 01°15'17" West, along the common line of said Sections 13 and 30, also being described as the common line of said Range 27 East and Range 28 East, a distance of 1,900.70 feet; thence North 89°37'07" East, a distance of 4,216.28 feet; thence North 00°05'56" West, a distance of 737.79 feet; thence North 89°45'50" East, a distance of 3,750.01 feet to a point on the Easterly line of the Westerly 1/2 of said Section 29; thence South 00°05'56" East, along said Easterly line, a distance of 2,634.34 feet to a point on the common line of said Section 29 and Section 32, Township 2 North, Range 28 East, Nassau County, Florida; thence South 89°44'20" West, along said common line of said Sections 29 and 32, a distance of 2,643.80 feet to the common corner of said Sections 29, 30, 31 and 32, Township 2 North, Range 28 East, Nassau County, Florida; thence South 89°37'07" West, along the common line of said Sections 30 and 31, a distance of 5,284.17 feet to the POINT OF BEGINNING.

Containing 410.00 acres, more or less.

LEGEND		DATE: 8/9/99
<input type="checkbox"/> CONCRETE MONUMENT		SCALE: 1" = 400'
<input type="checkbox"/> CONCRETE PILE		JOB No. 99-2372
<input type="checkbox"/> CONCRETE PILE WITH IRON PIPE SET		F.B.
<input type="checkbox"/> CONCRETE PILE WITH IRON PIPE FOUND		POGS
<input type="checkbox"/> CONCRETE PILE WITH IRON PIPE FOUND (AS NOTED)		DWG. FILE 58197.DWG
<input type="checkbox"/> CONCRETE PILE WITH IRON PIPE FOUND (AS NOTED)		
<input type="checkbox"/> CONCRETE PILE WITH IRON PIPE FOUND (AS NOTED)		
<input type="checkbox"/> CONCRETE PILE WITH IRON PIPE FOUND (AS NOTED)		
<input type="checkbox"/> CONCRETE PILE WITH IRON PIPE FOUND (AS NOTED)		
RICHARD B. MILLER & ASSOCIATES		
PROFESSIONAL LAND SURVEYORS		
8701 BEACH BLVD., SUITE 400		
JACKSONVILLE, FLORIDA 32216		
		Fax (904) 721-5738
		Tele. (904) 721-1226
<small>THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE REPRESENTATION OF AN ACTUAL FIELD SURVEY, MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE APPLICABLE TECHNICAL STANDARDS AS ENFORCED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND SUPPORTED BY CHAPTER 402-4.8 (formerly CHAPTER 310-5.8) THROUGHOUT THE SURVEYING CODE, PURSUANT TO SECTION 472.02, FLORIDA STATUTES.</small>		
 JONATHAN B. DOWAN, STATE OF FLORIDA REGISTERED LAND SURVEYOR, LICENSE No. 1600		

Doc# 200007402
 Page# 1156 - 1159
 Filed & Recorded
 03/03/00 11:25:01 AM
 J. M. DALEY JR
 CLERK OF CIRCUIT COURT
 NASSAU COUNTY, FLORIDA
 RECORDING \$ 17.00
 TRUST FUND \$ 2.50

AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 27th day of September, 1999, by and

between RAYLAND COMPANY, a Delaware corporation ("Rayland"), NASSAU PARTNERS, LTD., a Florida limited partnership, its heirs, successors, or assigns (the "Partnership"), and NASSAU COUNTY, a political subdivision of the State of Florida (the "County").

Rec 19.50

WITNESSETH:

WHEREAS, the parties did enter into that Nassau Partners-Rayland Development Agreement ("Agreement") dated January 25, 1999, and recorded at Official Records Book 868, page 855 of the public records of Nassau County, Florida to set forth conditions under which certain property described in the Agreement can be developed;

WHEREAS, the Partnership filed a PUD rezoning and a Comprehensive Plan amendment to complete requirements for the development;

WHEREAS, the state planning agency has filed its intention to find the comprehensive plan amendment inconsistent with the county's comprehensive plan; and

WHEREAS, the parties desire to amend the Agreement to resolve issues which result in such a finding of inconsistency.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and the mutual covenants herein contained, the sufficiency of which is hereby acknowledge, the parties do hereby covenant and agree as follows:

1. All the foregoing statements are true and correct.
2. Paragraph 2 in the Agreement "Purpose, Conditions Precedent to Development" is

hereby amended to amend subparagraph a. as follows:

Parties to: Trust @ R/C

Prior to the generation of 264 external p.m. peak hour trips,

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

a. Paragraph 3 in the Agreement "Partnership and Rawland Obligations and Consideration" is hereby amended to add the following subparagraph (d):

(b) The parties acknowledge that the state planning agency has found that the density proposed on the PUD Property (as defined in the Agreement) results in an overallocation of residential units within the county. Therefore, approved density shall be transferred from the property described in Exhibit D attached hereto in the total amount of 586 units to the PUD Property. The Exhibit D property is restricted by Ordinance ~~98-34~~ to development in the total amount of 429 units although the maximum density allowed by the comprehensive plan is five (5) units per acre or a total of 1015 units. In addition, density shall be transferred from the property described in Exhibit E attached hereto to the PUD Property in the total amount of 820 units. The comprehensive plan designation of the Exhibit E property allows for development of five (5) units per acre and this density transfer would reduce that ceiling to three (3) units per acre. The transfer of 586 units from the Exhibit D property and 820 units from the Exhibit E property will total a transfer of 1,406 units to the PUD Property. A restrictive covenant recorded in the public records of Nassau County shall impose the density limitations reflected in this Amendment upon the properties described in Exhibits D and E.

3. Except as expressly modified herein, the Agreement shall remain in full force and effect in accordance with its terms.

4. This amendment shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

6. This Agreement is to be construed in accordance with the laws of the State of Florida and the laws and regulations of the United States of America. In the event of a conflict between the laws of the State of Florida and the laws and regulations of the United States of America, the laws and regulations of the United States of America shall govern.

IN WITNESS WHEREOF, the parties have caused this Amendment to Purchase Agreement to be executed the day and year first above written.

Witness:

[Signature]
Name: Paul Sabatney
Vicki A. Vojtech
Name: Vicki A. Vojtech

RAYLAND COMPANY, a Delaware corporation

By: William J. Watson
Name: WILLIAM J. WATSON
Its: VICE PRESIDENT
Date: 9-22-99

[Signature]
Name: Suzanne Reimer
Linda L. Skeeles
Name: Linda L. Skeeles

NASSAU PARTNERS, LTD., a Florida limited partnership

By: [Signature]
Name: Timothy G. Shea
Its: General Partner
Date: 9-23-99

[Signature]
Name: Joyce T. Bradley
Joan M. Gagnon
Name: Joan M. Gagnon

NASSAU COUNTY, a political subdivision of the State of Florida

By: [Signature]
Name: J. H. Corpen
Its: Chairman
Date: 9-28-99

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument is hereby acknowledged before me this 20 day of Sept., 1999, by William J. Watson, the Vice President of RAYLAND COMPANY, a Delaware corporation, on behalf the corporation. He/she has produced as identification and (did/did not) take an oath.

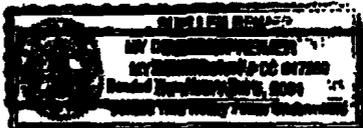


Deborah B. Good
NOTARY PUBLIC, State of Florida
Name: Deborah B. Good

My Commission Expires: _____
My Commission Number is: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument is hereby acknowledged before me this 23 day of September, 1999, by Timothy G Shea, the General Partner of NASSAU PARTNERS, LTD., a Florida limited partnership, on behalf the partnership. He/she has Not produced as identification and (did/did not) take an oath.



Suelan Reimer
NOTARY PUBLIC, State of Florida
Name: Suelan Reimer

My Commission Expires: 4/5/01
My Commission Number is: 617289

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument is hereby acknowledged before me this 27th day of September, 1999, by J. H. Cooper, the Chairman of NASSAU COUNTY, a political subdivision of the State of Florida, on behalf of Nassau County. He/she has produced personally known as identification and (did/did not) take an oath.



CHERYL A. SALMON
Notary Public, State of Florida
My comm. expires Oct. 17, 2002
Comm. No. CC 753807

Cheryl A. Salmon
NOTARY PUBLIC, State of Florida
Name: Cheryl A. Salmon

My Commission Expires: _____
My Commission Number is: _____

HAUSER\SCM\Nassau Partner\amendment1.nassau

WHEREAS, the PUD was subject to the approval of a Comprehensive Plan Amendment, which was appealed by the Florida Department of Community Affairs ("DCA"), which matter was settled by a Stipulated Settlement Agreement executed by the County on December 20, 1999, and executed by DCA in early January, 2000, with the appeal period expiring in early March, 2000; and

WHEREAS, there was thereafter a lapse in the period of time in which the developer had the ability to proceed with the development due to the Florida Department of Transportation ("FDOT") acquisition of right-of-way along A1A/SR 200, and hence access to the development; and

WHEREAS, in June, 2001, United Water was in the process of being acquired by the Jacksonville Electric Authority ("JEA"), and, therefore, the Partnership could not meet with representatives of the utility company for determination of the location of the utility lines until the acquisition by JEA was completed; and

WHEREAS, according to Section 25.05(A)(1), Procedures, of Ordinance NO. 97-19, as amended, known as the Nassau County Zoning Ordinance, the Board of County Commissioners, upon request from the Partnership and for good cause shown,

may extend the one (1) year time period for submitting the final development plan with such extension not exceeding one (1) year; and

WHEREAS, on November 4, 2002, the Partnership agreed to provide in its final site plan a second point of access off A1A/SR 200 and to provide a site of up to two (2) acres to the County in order to place a fire station thereon.

NOW, THEREFORE, FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00), and other mutually agreed upon consideration, the parties agree as follows:

1. All the foregoing statements are true and correct.

2. The Development Agreement is hereby further amended, pursuant to Paragraph 16 of said Agreement as follows:

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

To authorize any owner of the Property to construct any portion or all of the Proposed Development at any time during the term of this agreement subject to the following conditions ("Conditions Precedent"):

Prior to the generation of 264 external p.m. peak hour trips,

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

b. the four laning of State Road 200/A1A from Callahan to Interstate 95 shall be under construction or scheduled for construction within the first three years of the FDOT's Five Year Work Program. In the alternative, the Developer may, at his option, conduct a traffic study to determine if State Road 200/A1A is operating at an acceptable level of service. The study shall forecast the number of trips which would have to be generated by the Proposed Development cumulatively to meet this threshold ("Second Threshold") and upon acceptance of the study by the county, development can proceed up to the Second Threshold.

Notwithstanding the foregoing, the parties acknowledge that

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

Phase I 1999-2003 2005

~~450~~ 100 single family units
~~15,000~~ square feet of neighborhood commercial

Phase II 2004 2006-2009

~~100~~ 450 single family units
~~105,000~~ 120,000 square feet of neighborhood commercial

The final development plan for Phase I shall be submitted no later than November 18, 2003, and the final development plan for Phase II shall be submitted no later than November 18, 2006. In the event of any inconsistency between the terms and conditions of this Development Agreement, as amended, and the PUD, the terms and conditions of this Development Agreement, as amended, shall govern.

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

Second Thresholds as set forth herein, then this agreement shall not be effective as to the additional units or square feet causing the increased impacts.

21. Second Point of Access: The Partnership hereby agrees to provide a second point of access off AlA/SR 200 at a location acceptable to FDOT and the County.

22. Fire Station Site: The Partnership hereby agrees to provide a site of up to two (2) acres on the west side of I-95 to the County as and for a site for a fire station. Said site shall be acceptable to the Board of County Commissioners and shall be conveyed within sixty (60) days of the County's making a written request for the conveyance.

3. Except as expressly modified herein, the Agreement shall remain in full force and effect in accordance with its terms.

4. This amendment shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

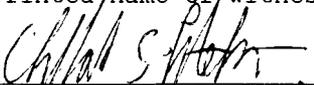
IN WITNESS WHEREOF, the parties have caused this Second Amendment to Development Agreement to be executed

the day and year first above written.

Witnesses:



 SAFA MASOUDI
 (Printed name of witness)



 CLIFFORD S. LITEBORN
 (Printed name of witness)

NASSAU PARTNERS, LTD., a
Florida limited partnership

By: 

 Its: Managing Partner
 Date: 3-11-03

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



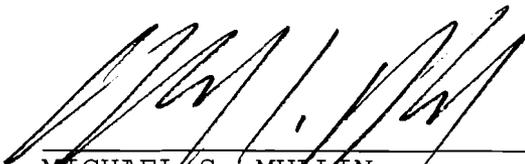
 VICKIE SAMUS
 Its: Chairman

ATTEST:



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

Approved as to form by the
Nassau County Attorney



 MICHAEL S. MULLIN

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 11th day of March, 2003, by Tim Shea, of **NASSAU PARTNERS, LTD.**, a Florida limited partnership, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did take an oath.

Linda L. Skeeles
Linda L. Skeeles
NOTARY PUBLIC
State of Florida
My Commission Expires:



Linda L. Skeeles
Commission # DD 003044
Expires April 7, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 10th day of March, 2003, by **VICKIE SAMUS**, as Chairman of the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida. He is personally known to me or has produced _____ as identification and did take an oath.

Connie H. Arthur
CONNIE H. ARTHUR
NOTARY PUBLIC
State of Florida
My Commission Expires:



CONNIE H. ARTHUR
Notary Public, State of Florida
My comm. expires Dec. 19, 2003
Comm. No. CC 896505

Prior to the generation of 264 external p.m. peak hour trips,

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

a. Paragraph 3 in the Agreement "Partnership and Rayland Obligations and Consideration" is hereby amended to add the following subparagraph (d):

(b) The parties acknowledge that the state planning agency has found that the density proposed on the PUD Property (as defined in the Agreement) results in an overallocation of residential units within the county. Therefore, approved density shall be transferred from the property described in Exhibit D attached hereto in the total amount of 586 units to the PUD Property. The Exhibit D property is restricted by Ordinance 98-34 to development in the total amount of 429 units although the maximum density allowed by the comprehensive plan is five (5) units per acre or a total of 1015 units. In addition, density shall be transferred from the property described in Exhibit E attached hereto to the PUD Property in the total amount of 820 units. The comprehensive plan designation of the Exhibit E property allows for development of five (5) units per acre and this density transfer would reduce that ceiling to three (3) units per acre. The transfer of 586 units from the Exhibit D property and 820 units from the Exhibit E property will total a transfer of 1,406 units to the PUD Property. A restrictive covenant recorded in the public records of Nassau County shall impose the density limitations reflected in this Amendment upon the properties described in Exhibits D and E.

3. Except as expressly modified herein, the Agreement shall remain in full force and effect in accordance with its terms.

4. This amendment shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

6. This Agreement is to be construed in accordance with the laws of the State of Florida and the laws and regulations of the United States of America. In the event of a conflict between the laws of the State of Florida and the laws and regulations of the United States of America, the laws and regulations of the United States of America shall govern.

IN WITNESS WHEREOF, the parties have caused this Amendment to Purchase Agreement to be executed the day and year first above written.

Witness:


Name: Paul Sabalney
Vicki A. Vojtech
Name: Vicki A. Vojtech

RAYLAND COMPANY, a Delaware corporation

By: William J. Watson
Name: WILLIAM J. WATSON
Its: VICE PRESIDENT
Date: 9-22-99

Suellen Reimer
Name: SUELLEN REIMER

Linda L. Skerlos
Name: LINDA L. SKERLOS

NASSAU PARTNERS, LTD., a Florida limited partnership

By: 
Name: TIMOTHY G. SHEA
Its: General Partner
Date: 9-23-99

Joyce T. Bradley
Name: Joyce T. Bradley

Joan M. Gagnon
Name: Joan M. Gagnon

NASSAU COUNTY, a political subdivision of the State of Florida

By: J. H. Cooper
Name: J. H. Cooper
Its: CHAIRMAN
Date: 9-28-99

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument is hereby acknowledged before me this 22 day of Sept., 1999, by William J. Watson, the Vice President of RAYLAND COMPANY a Delaware corporation, on behalf the corporation.. He/she has not produced _____ as identification and (did/did not) take an oath.

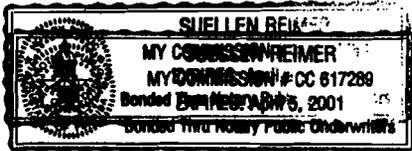


Deleene B. Goode
NOTARY PUBLIC, State of Florida
Name: Deleene B Goode

My Commission Expires: _____
My Commission Number is: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument is hereby acknowledged before me this 23 day of September, 1999, by Timothy G Shea, the GENERAL PARTNER of NASSAU PARTNERS, LTD., a Florida limited partnership, on behalf the partnership.. He/she has Not produced _____ as identification and (did/did not) take an oath.



Suelien Reimer
NOTARY PUBLIC, State of Florida
Name: Suelien Reimer

My Commission Expires: 4/5/01
My Commission Number is: 617289

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument is hereby acknowledged before me this 27th day of September, 1999, by J. H. Cooper, the Chairman of NASSAU COUNTY, a political subdivision of the State of Florida, on behalf of Nassau County. He/she has produced personally known as identification and (did/did not) take an oath.



CHERYL A. SALMON
Notary Public, State of Florida
My comm. expires Oct. 17, 2002
Comm. No. CC 753807

Cheryl A. Salmon
NOTARY PUBLIC, State of Florida
Name: Cheryl A. Salmon

My Commission Expires: _____
My Commission Number is: _____

MAP SHOWING SKETCH OF LEGAL DESCRIPTION

SUBJECT SURVEY:

A portion of Sections 12, 25 and 26, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows: COMMENCE at the Southeasterly corner of Lot 47, Flora Parke, as recorded in Plat Book 6, Pages 137, 138 and 139 of the Public Records of Nassau County, Florida; thence along the Easterly boundary of said Flora Parke, the following three (3) courses and distances: Course No. 1: North 17°13'01" East, 110.00 feet; Course No. 2: North 11°30'25" East, a distance of 60.30 feet; Course No. 3: North 17°21'51" East, a distance of 220.00 feet to a point on the Southerly line of lands now or formerly owned by the Presbytery of St. Augustine, Inc., said point also being described as the most Southeasterly corner of a 60 foot easement for ingress and egress as recorded in Official Records Book 475, Page 155 of the Public Records of Nassau County, Florida; thence South 72°46'59" East, along said Southerly line, a distance of 659.14 feet; thence South 02°03'59" East, a distance of 1,179.80 feet to the POINT OF BEGINNING of the herein described parcel; thence continue South 02°03'59" East, a distance of 1,298.44 feet; thence South 56°15'32" East, a distance of 1,080.00 feet; thence South 02°03'59" East, a distance of 975.00 feet; thence South 81°53'51" West, a distance of 715.00 feet; thence North 74°36'04" West, a distance of 500.00 feet; thence South 56°00'00" West, a distance of 809.36 feet; thence North 79°00'00" West, a distance of 870.03 feet; thence South 86°33'00" West, a distance of 1,441.74 feet; thence North 03°25'15" West, a distance of 2,155.00 feet; thence North 86°33'00" East, a distance of 897.53 feet; thence North 12°46'05" East, a distance of 230.00 feet; thence South 35°38'04" East, a distance of 610.95 feet; thence North 54°21'56" East, a distance of 982.18 feet; thence North 66°17'50" East, a distance of 1,409.01 feet to the POINT OF BEGINNING.

Containing 203.29 acres, more or less.

<p>LEGEND</p> <p>☐ DENOTES CONCRETE MONUMENT & BELLER & ASSOC. DENOTES FENCE</p> <p>○ DENOTES 1/2" IRON PIPE SET WITH CAP. & BELLER & ASSOC.</p> <p>● DENOTES IRON PIPE FOUND & BELLER & ASSOC.</p> <p>x DENOTES CROSS CUT</p>		<p>DATE <u>AUGUST 10, 1999</u></p> <p>SCALE <u>1" = 200'</u></p> <p>JOB No. <u>98-</u></p> <p>F.B. _____</p> <p>page _____</p> <p>Comp. File <u>FLORA200 Dwg</u></p>
<p>RICHARD A. MILLER & ASSOCIATES PROFESSIONAL LAND SURVEYORS 6701 BEACH BLVD., SUITE 1100 JACKSONVILLE, FLORIDA 32216</p> <p>Fax (904) 721-5738 Tele (904) 721-0226</p>		
<p><small>THIS IS TO CERTIFY THAT THE SURVEY IS A TRUE REPRESENTATION OF AN ACTUAL FIELD SURVEY/ENGINE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE RELEVANT TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND ENGINEERS BY CHAPTER 4617-2.2, F.W.S.P. CHAPTER 4617-2.2, FLORIDA COMMERCIALLY CONC. PURSUANT TO SECTION 4617.02, FLORIDA STATUTES.</small></p> <p><i>Richard A. Miller</i> RICHARD A. MILLER, STATE OF FLORIDA, REGISTERED LAND SURVEYOR, CERTIFICATE No. 3848</p>		

**EASEMENT FOR PROPOSED 80 FOOT WIDE EASEMENT
FOR INGRESS AND EGRESS EASEMENT**

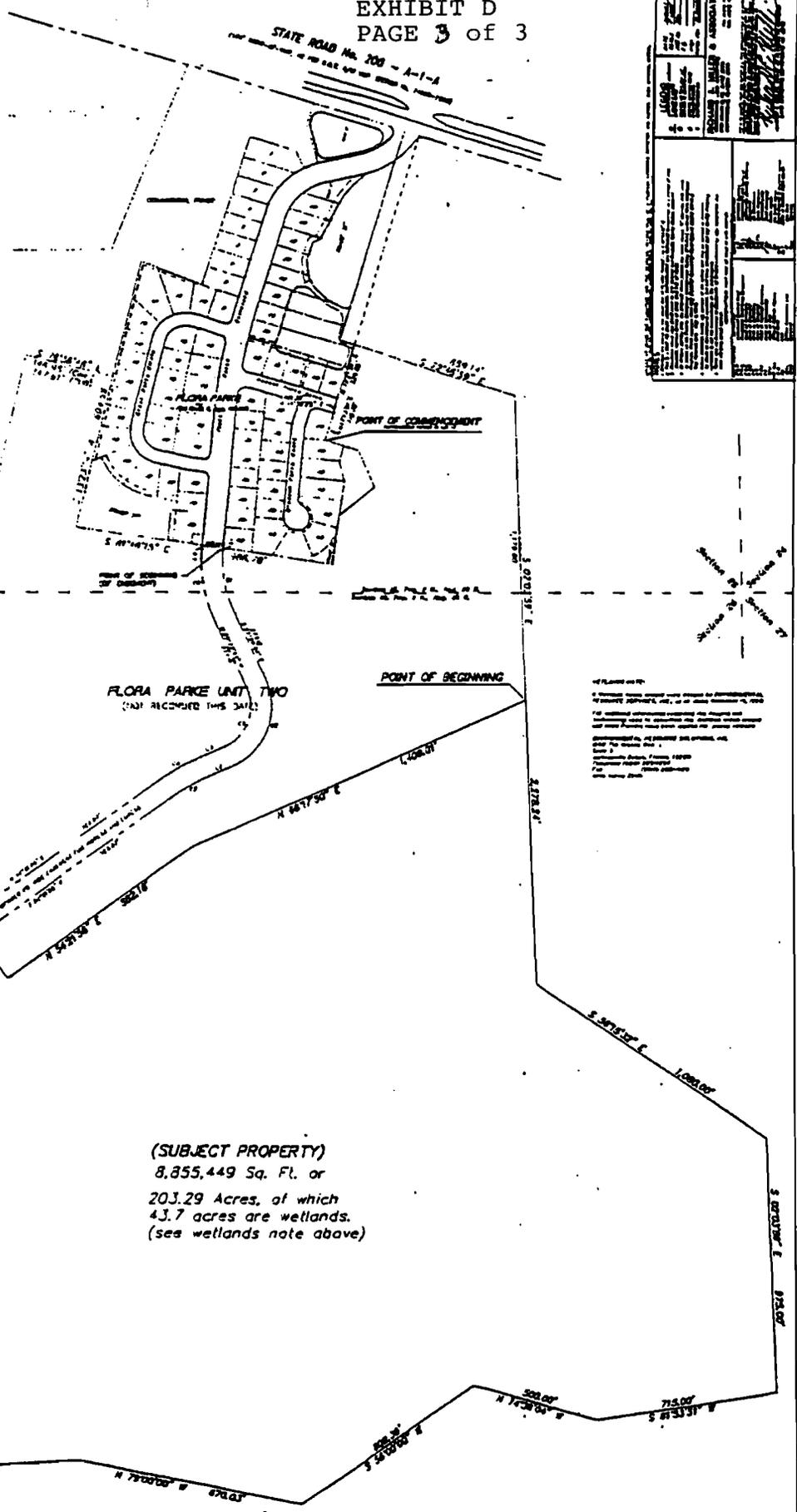
A parcel of land being a portion of Sections 25 and 26, Township 2 North, Range 28 East, Nassau County, Florida, said parcel of land being more particularly described as follows:

BEGIN at the Southwest corner of Lot 26, FLORA PARKE, as recorded in Plat Book 6, pages 137, 138 and 139 of the Public Records of said Nassau County, Florida; run thence S 05°02'32" W., along a Southerly prolongation of the Easterly Right of Way line of FLORA PARKE BOULEVARD, a distance of 8.48 feet, to the point of curvature of a curve leading Southeasterly; thence Southeasterly, along and around the arc of a curve concave Northeasterly, and having a radius of 473.08 feet, through a central angle of 30°31'29" to the left, an arc distance of 252.04 feet, to the point of tangency of said curve, last said arc being subtended by a chord bearing and distance of S 10°13'00" E 249.07 feet; thence S 25°28'44" E., along said tangency, a distance of 273.18 feet, to the point of curvature, of a curve leading Southwesterly; thence Southwesterly, along and around the arc of a curve, concave Northwesterly, having a radius of 250.00 feet, through a central angle of 91°46'34" to the right, an arc distance of 400.45 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of S 20°24'33" W., 358.99 feet; thence S 66°17'50" W., along last said tangency, a distance of 97.92 feet, to the point of curvature of a curve leading Southwesterly; thence Southwesterly, along and around the arc of a curve, concave Southeasterly, having a radius of 810.00 feet, through a central angle of 11°55'54" to the left, an arc distance of 168.68 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of S 60°19'53" W., 168.37 feet; thence S 54°21'56" W., along last said tangency, a distance of 923.07 feet, to a point on the Southerly boundary of FLORA PARKE PHASE 2; run thence N 35°38'04" W., along last said line a distance of 80.00 feet, to a point; run thence N 54°21'56" E., a distance of 923.07 feet, to a point of curvature, of a curve leading Northeasterly; thence Northeasterly, along and around the arc of a curve, concave Southeasterly, and having a radius of 890.00 feet, through a central angle of 11°55'54" to the right, an arc distance of 185.34 feet, to the point of tangency of last said arc, last said curve being subtended by a chord bearing and distance of N 60°19'53" E., a distance of 185.00 feet; thence N 66°17'50" E., along last said tangency, a distance of 97.92 feet, to the point of curvature, of a curve leading Northeasterly; thence Northeasterly, along and around the arc of a curve, concave Northwesterly, and having a radius of 170.00 feet, through a central angle of 91°46'34" to the left, an arc distance of 272.31 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of N 20°24'33" E., a distance of 244.11 feet; thence N 25°28'44" W., along said tangency, a distance of 273.18 feet, to the point of curvature of a curve leading Northwesterly; thence Northwesterly, along and around the arc of a curve, concave Northeasterly, having a radius of 553.08 feet, through a central angle of 30°31'29" to the right, an arc distance of 294.66 feet, to the point of tangency, last said arc being subtended by a chord bearing and distance of N 10°13'00" W., a distance of 291.18 feet; thence N 05°02'41" E., a distance of 12.93 feet, to a point on the Southerly boundary of the aforesaid plat of FLORA PARKE, said point lying on the Westerly Right of Way line of Flora Parke Boulevard; run thence S 31°46'15" E., along said Southerly boundary of FLORA PARKE, a distance of 80.12 feet, to the POINT OF BEGINNING

EXHIBIT
PARCEL A

MAP SHOWING SKETCH OF LEGAL DESCRIPTION

SECTION 16, T12N, R12E, S12W, RANGE 12 EAST, TOWNSHIP 12 NORTH, RANGE 12 EAST, COUNTY OF FLORIDA, STATE OF FLORIDA. THIS MAP WAS PREPARED FOR THE PURPOSE OF RECORDING THE LEGAL DESCRIPTION OF THE SUBJECT PROPERTY AS SHOWN ON THE ATTACHED SURVEY MAP. THE LEGAL DESCRIPTION IS AS FOLLOWS: ...



LINE	BEARING	DISTANCE	AREA
1	S 89°31'00\"	1,448.00'	1,448.00
2	N 79°00'00\"	670.61'	670.61
3	S 50°50'00\"	500.00'	500.00
4	N 1°26'00\"	715.00'	715.00
5	S 81°31'31\"	815.00'	815.00
6	S 20°15'00\"	1,000.00'	1,000.00
7	N 86°17'50\"	1,000.00'	1,000.00
8	N 54°51'50\"	882.76'	882.76
9	S 47°10'00\"	231.00'	231.00
10	N 81°13'00\"	888.00'	888.00

(SUBJECT PROPERTY)
8,855,449 Sq. Ft. or
203.29 Acres, of which
43.7 acres are wetlands.
(see wetlands note above)

EXHIBIT "A"
PAGE 3 OF 5

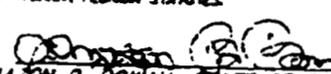
MAP SHOWING SKETCH OF LEGAL DESCRIPTION

(THIS IS NOT A BOUNDARY SURVEY)

SUBJECT PROPERTY:

A portion of Sections 29 and 30, Township 2 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows: BEGIN at the common corner of Sections 30 and 31, Township 2 North, Range 28 East, and Sections 13 and 24, Township 2 North, Range 27 East, Nassau County, Florida; thence North 01°15'17" West, along the common line of said Sections 13 and 30, also being described as the common line of said Range 27 East and Range 28 East, a distance of 1,900.70 feet; thence North 89°37'07" East, a distance of 4,216.28 feet; thence North 00°05'56" West, a distance of 737.79 feet; thence North 89°45'50" East, a distance of 3,750.01 feet to a point on the Easterly line of the Westerly 1/2 of said Section 29; thence South 00°05'56" East, along said Easterly line, a distance of 2,634.34 feet to a point on the common line of said Section 29 and Section 32, Township 2 North, Range 28 East, Nassau County, Florida; thence South 89°44'20" West, along said common line of said Sections 29 and 32, a distance of 2,643.80 feet to the common corner of said Sections 29, 30, 31 and 32, Township 2 North, Range 28 East, Nassau County, Florida; thence South 89°37'07" West, along the common line of said Sections 30 and 31, a distance of 5,284.17 feet to the POINT OF BEGINNING.

Containing 410.00 acres, more or less.

LEGEND		DATE: <u>8/9/99</u>	
☐	DENOTES CONCRETE MONUMENT	SCALE:	<u>1" = 400'</u>
—	DENOTES FENCE	JOB No.	<u>99-2372</u>
○	DENOTES 1/2" IRON PIPE SET WITH CAP, E. MILLER & ASSOC	F.B.	_____
●	DENOTES IRON PIPE FOUND (AS NOTED)	page	_____
×	DENOTES CROSS CUT	DWG. File	<u>SRI07.DWG</u>
RICHARD A. MILLER & ASSOCIATES			
PROFESSIONAL LAND SURVEYORS			
5701 BEACH BLVD., SUITE 1200			
JACKSONVILLE, FLORIDA 32216			
		Fax (904) 721-5758	
		Tele. (904) 721-1228	
<small>THIS IS TO CERTIFY THAT THIS SURVEY IS A TRUE REPRESENTATION OF AN ACTUAL FIELD SURVEY, MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 19S17-6.0, (Formerly CHAPTER 2701-6.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</small>			
 JONATHAN B. BOWMAN, STATE OF FLORIDA, REGISTERED LAND SURVEYOR, CERTIFICATE No. 4600			

