

IN THE CIRCUIT COURT, FOURTH  
JUDICIAL CIRCUIT, IN AND FOR  
NASSAU COUNTY, FLORIDA

CASE NO.: 2004-310-CA

DIVISION: A

**BOARD OF COUNTY COMMISSIONERS  
OF NASSAU COUNTY, FLORIDA, a  
political subdivision of the  
State of Florida,**

Plaintiff/Counter-Petition Defendant,

-v-

**TOWN OF CALLAHAN, a Florida  
municipality,**

Defendant/Counter-Petition Plaintiff &  
Third-Party Plaintiff,

-v-

**NORWOOD E. HIGGINBOTHAM and DELORES  
HIGGINBOTHAM, individuals,**

Third-Party Defendants.

---

**STIPULATION AND AGREEMENT OF PARTIES**

THIS STIPULATION AND AGREEMENT OF PARTIES is made and entered into on the last date of execution below, between and among Board of County Commissioners of Nassau County, Florida, the Town of Callahan, and Norwood E. Higginbotham and Delores Higginbotham.

To fully and finally resolve this matter, the Parties have agreed to the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other

good and valuable consideration, the Parties agree as follows:

1. The Town of Callahan will pay Nassau County \$55,000.00 by certified funds or Attorney trust account check at the time of closing in exchange for complete releases from Nassau County, Norwood Higginbotham and Delores Higginbotham of all liabilities and claims or potential claims in the above styled litigation or related to the ownership or maintenance of the roadways and rights of way in the Swallowfork subdivision as well as the Town of Callahan's annexation and deannexation thereof.

2. Nassau County will accept a quit claim deed from the Town of Callahan for the following described real property:

TRACT ONE:

Nassau Avenue a 30' road from the S.E. Corner Sec. 30 into the N.E. corner of Sec. 31 and the N.W. Corner of Sec. 32 to the S.E. Corner of Sec. 31, the S.W. Corner of Sec. 32 is a distance of 5280', more or less.

TRACT TWO:

Cardinal Lane, formerly an unnamed county maintained dirt road, lying and being in Sec, 31, T2N, R25 and Sec. 36, T2N, R24 from the Northwest Corner of Sec. 36, T2N, R25 of a distance of 557.63 and 30' wide, the total acreage is 0.38 of an acres, more or less.

Tract One and Two being the properties described on a County Deed given by Nassau County to the Town of Callahan on November 19, 1990, recorded in OR Book 0616, Page 1171.

TRACT THREE:

All that certain parcel of land being a 60 foot wide Easement for ingress and egress over a portion of Section 6, Township 1 North, and Section 31, Township 2 North, all lying in Range 25 East, Nassau County, Florida and being more particularly described as follows: For a Point of Reference commence at a 2-inch Iron pipe found at the Northwest corner of said Section 6 and run North 89 degrees 27 minutes 50 seconds East, Along the Northerly line of said Section 6 a distance of 60.0 feet to a point; run thence South 00 degrees 29 minutes 48 seconds East, parallel to the Westerly line of said Section 6 a distance of 593.08 feet to a Point of Beginning of said Easement described hereafter.

From said point of beginning thus described, run North 72 degrees 08 minutes 53 seconds East a distance of 1216.92 feet to a concrete monument set at an angle point; run thence North 89 degrees 27 minutes 50 seconds East parallel to the Northerly line of said Section 6 a distance of 1434.03 feet to a concrete monument set at a second angle point; run thence North 54 degrees 00 minutes 00 seconds East a distance of 861.79 feet to a concrete monument set at a third angle point; run thence North 89 degrees 27 minutes 50 seconds East parallel to the Northerly line of said Section 6 a distance of 2006.87 feet to a concrete monument set on the Westerly line of Section 32, Township 2

North, Range 25 East; run thence South 00 degrees 45 minutes 10 seconds West along said Westerly line a distance of 60.02 feet to a concrete monument (set); run thence South 89 degrees 27 minutes 50 seconds West parallel to the Northerly line of aforementioned Section 6 a distance of 1996.60 feet to a concrete monument set at an angle point; run thence South 54 degrees 00 minutes 00 seconds West a distance of 861.79 feet to a concrete monument set at a second angle point; run thence south 89 degrees 27 minutes 50 seconds West parallel to said Northerly line of Section 6 a distance of 1439.06 feet to a point; run thence North 00 degrees 29 minutes 48 seconds West parallel to the Westerly line of said Section 6 a distance of 62.86 feet to the point of Beginning of said Easement described herein. The land thus described contains 6.16 acres, more or less, and is subject to any other easements of record lying within.

TRACT FOUR:

All that certain Parcel of land being a 60 foot wide easement for ingress and egress. Part of Section 6, Township 1 North, Range 25 East, Nassau County, Florida, more particularly described as follows: From the Point of Commencement, said point being the Northwest corner of Section 6, Thence North 89 degrees 27 minutes 50 seconds East a distance of 2675.19 feet to the Point of Beginning. From said Point of Beginning, a bearing North 00 degrees 29

minutes 48 seconds West a distance of 660.00 feet, thence North 00 degrees 29 minutes 48 seconds East a distance of 60.01 feet, Thence South 00 degrees 29 minutes 48 seconds East a distance of 644.00 feet, thence South 54 degrees 00 minutes 00 seconds West a distance of 61.0 feet to the Point of Beginning of the Easement described herein.

The land thus described contains 0.9 acres more or less and is subject to any other Easements of records lying within.

Tracts Three and Four being the same parcels of land conveyed by Deed dated April 1, 1991, from Norwood E. Higginbotham and Dolores A. Higginbotham to The Town of Callahan, and recorded in Official Records Book 0622, Page 1221.

TRACT FIVE:

Lot 23 and Lot 24 Newcombs Callahan South Subdivision, according to the plat thereof recorded in Plat Book 1, Page 16 of the current public records of Nassau County, Florida. This tract being that same parcel of land conveyed by Deed dated April 1, 1991, from Norwood E. Higginbotham and Dolores A. Higginbotham to The Town of Callahan, and recorded in Official Records Book 0622, Page 1220.

3. Norwood Higginbotham will pay Nassau County \$55,000.00 by certified funds or Attorney trust account check at the time of closing in exchange for Nassau County's agreement to accept

an assignment from Norwood Higginbotham of all existing and pending permits with St. Johns River Water Management District pertaining to the stormwater drainage system in the aforementioned Swallowfork subdivision. In addition to the payment of \$55,000.00, Norwood Higginbotham also agrees to convey to Nassau County a 15 acre parcel of land (including the two ponds) located in the northeast corner of Higginbotham's home property, adjacent to the Swallowfork subdivision, reserving unto Higginbotham a 40 foot easement across said property for ingress and egress. Said deed shall be delivered, free and clear of any and all liens and encumbrances of any type. Norwood Higginbotham will also convey to Nassau County the 15 lots shown on Swallowfork plat as lots numbered 112 through 114, 74 through 80, a part of lot 81 and lots 132 through 135 as well as the 12 acre tract at the north end of Cypress Street, all of which said lots and parcels have been designated for stormwater retention ponds and related systems on plans submitted to St. Johns River Water Management District.

4. Nassau County and the Town of Callahan release Norwood Higginbotham, Judy Higginbotham, and Delores H. Williams, formerly known as Delores Higginbotham from and against any and all claims or demands related to the issues raised in the above styled action, and/or installation or maintenance of the roads and rights of way and stormwater system in the Swallowfork subdivision, now and in the future.

5. Each party shall pay their own fees and costs.

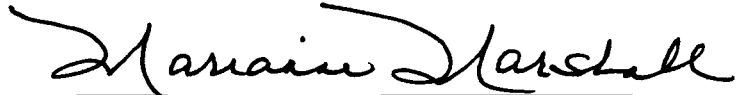
6. Upon compliance with the terms hereof, this suit,

including counterclaims, third party claims and crossclaims shall be dismissed with prejudice, with a provision that the court shall retain subject matter jurisdiction to enforce the terms of its order and the settlement of the parties.

7. Effective Date. This Stipulation and Agreement of Parties shall become effective and binding upon each of the parties upon the date that it is executed by the last of the Parties to sign this Stipulation and Agreement of Parties.

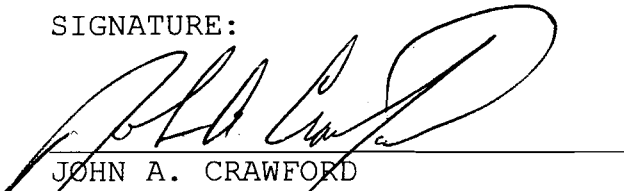
Plaintiff/Counter-Petition Defendant:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



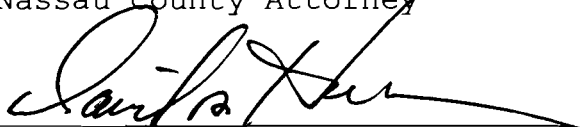
MARIANNE MARSHALL  
Its: Chair

ATTEST AS TO CHAIR'S  
SIGNATURE:



JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney



DAVID A. HALLMAN

Date: 1-10-08

Defendant/Counter-Petition Plaintiff &  
Third-Party Plaintiff:

Shirley Graham, Mayor  
Shirley Graham, Mayor  
TOWN OF CALLAHAN, a Florida  
municipality,

Jeb T. Branham  
Jeb T. Branham, Esquire

Date: 1-30-08

Third-Party Defendant:

Norwood E. Higginbotham  
NORWOOD E. HIGGINBOTHAM

Paige P. Pochmann  
Wesley R. Poole, Esquire

Date: 1-10-08

Third-Party Defendant:

Delores H. Williams f/k/a  
Delores Higginbotham

Date: \_\_\_\_\_



Defendant/Counter-Petition Plaintiff &  
Third-Party Plaintiff:

Shirley Graham, Mayor  
TOWN OF CALLAHAN, a Florida  
municipality,

Job T. Branhan, Esquire

Date: \_\_\_\_\_

Third-Party Defendant:

NORWOOD E. HIGGINBOTHAM

Wesley R. Poole, Esquire

Date: \_\_\_\_\_

Third-Party Defendant:

*Delores H. Williams*  
DELORES H. WILLIAMS f/k/a  
Delores Higginbotham

Date: 1-8-08

POOLE & POOLE, P.A.  
ATTORNEYS AT LAW - IOTA TRUST ACCOUNT  
P.O. BOX 1280 - PH. (904) 261-0742  
FERNANDINA BEACH, FL 32035-1280

EXPLANATION	AMOUNT
31-13699	

63-1465/631

2712

PAY Twenty Thousand & 00/100 DOLLARS

DATE 1/10/08 TO THE ORDER OF Board of County Commissioners Nassau County Case # 2004-CA-310

CHECK AMOUNT 50 000 00 Higginbotham and Callahan

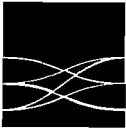
FIRST NATIONAL BANK OF NASSAU COUNTY  
FERNANDINA BEACH, FLORIDA

Paige P. Pachmann

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈002712⑈ ⑆06314658⑆ 1009385⑈

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK OFFICIAL CHECK HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



AN INDEMNITY AND/OR SURETY BOND MAY BE REQUIRED PRIOR TO REPLACEMENT OR REFUND OF THIS CHECK IF LOST OR DESTROYED

23-97  
1020

278581259

568447 (100/pkg Rev 02) WACHOVIA

1/8/08

Pay To The Order Of **\*\*Nassau County Board of County Commissioners\*\*\*\*\*** **\$\*\*55,000.00\*\***

\*\*\*\*\* Fifty-five thousand dollars & 00/100 \*\*\*\*\*

Dollars

DRAWER: Wachovia Bank, National Association



Remitter Town of Callahan  
Issued by Integrated Payment Systems Inc., Englewood, Colorado  
JPMorgan Chase Bank, N.A., Denver, Colorado

[Signature]  
Authorized Signature

⑈100491⑈ ⑆102000979⑆ 68002785812597⑈



DARIEN, GEORGIA 31305

NOTICE TO CUSTOMER  
AN INDEMNITY BOND MUST  
BE PURCHASED IF THIS  
CHECK IS LOST OR STOLEN.



647522

64-584/612  
0000712560

PURCHASER SEAN HIGGINBOTHAM/NORWOOD E HIGGINBOTHAM DATE 01/08/08

PAY TO THE ORDER OF NASSAU COUNTY BOARD OF COMMISSIONERS \$ 5000.00

SOUTHEASTERN BANK 1000000000



DOLLARS

CALLAHAN PM CASHIER'S CHECK

CASHIER'S CHECK

[Signature]

⑈647522⑈ ⑆061205844⑆ 000 0712560⑈



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

Jim B. Higginbotham  
Michael H. Boyle  
Tom Branan  
Barry Holloway  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Amelia Island  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard/Bryceville  
Dist. No. 5 Callahan

January 10, 2008

JOHN A. CRAWFORD  
Ex-Officio Clerk

DAVID A. HALLMAN  
County Attorney

EDWARD L. SEALOVER  
County Coordinator

Honorable John A. Crawford  
Clerk of the Courts  
76347 Veterans Way  
Yulee, FL 32097

RE: Board of County Commissioners of Nassau County, Florida,  
Plaintiff, v. Town of Callahan, a Florida municipality,  
Defendant, v. Norwood E. Higginbotham and Delores  
Higginbotham, Third-Party Defendants.  
Case No. 2004-310-CA

Dear John:

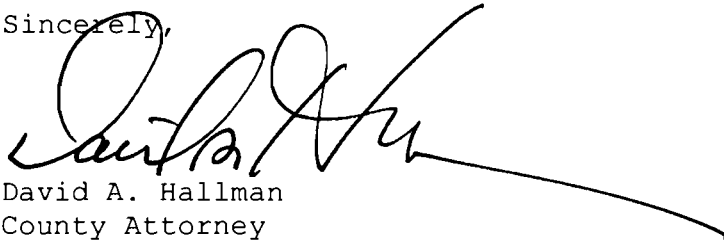
Enclosed please find four (4) originals of the Stipulation  
and Agreement of Parties regarding the above-styled case, which  
were executed today at a closing held here in my office.

Please execute these documents where indicated and retain  
one (1) original for your records, which has been noted as the  
copy for your file. Please return the remaining three (3)  
originals to my office for distribution to the other parties.

Also attached are checks from the parties which total \$110,000.00,  
which should be deposited with your office.

If you need any additional information, please do not hesitate to  
contact me.

Sincerely,



David A. Hallman  
County Attorney

DAH:jb

Enclosures

(904) 491-7380 or (800) 789-6673

*An Affirmative Action / Equal Opportunity Employer*

PREPARED BY AND RETURN TO:

Jeb T. Branham, Esq.  
333 1<sup>st</sup> Street North, Suite 305  
Jacksonville Beach, Florida 32250

*David A. Hallman  
County attorney  
Po Box 1012  
Fernandina Beach, Fla  
32097*

RECEIVED

2008 JAN 17 PM 3:05

INSTR # 20080113 OR Book 0616 Page 2  
Recorded 01:15:2008 at 03:00 PM  
John A Crawford Nassau County Clerk of Circuit Court  
Rec Fee \$18.50  
#2

**QUIT CLAIM DEED**

Made this 10 day of January, 2007, by the Town of Callahan, a Florida municipality, whose address is 542300 U.S. Highway 1, Callahan, Florida 32011, "GRANTOR," and the Nassau County, Florida, whose address is 5423000 Hwy U.S 1 Callahan Florida 32011 "Callahan"

**WITNESSETH:** That grantor, for and in co. Dollars (\$10.00), in hand paid by grantee, the receipt wh released and quit-claimed, and by these presents does r and his heirs, successors and assigns forever, the follow in the County of Nassau, State of Florida, to wit:

Nassau Avenue a 30' road from the S. N.E. corner of Sec. 31 and hte N.W. co Corner of Sec. 31, the S.W. Corner of Se +/-

and

Cardinal Lane formerly an unnamed county, ~~maintained~~ dirt road lying and being in sec. 31, T2N, R25 and Sec. 36, T2N, R24 from the N.W. corner of Sec. 36, T2N, R25 of a distance of 557.63 and 30' wide, the total acreage is .38 of an acre +/-

*Deeds related  
to  
Swallowport  
Please place  
in contracts file*  

---

*J*

as the properties were described on a County Deed given by Nassau County to the Town of Callahan on November 19, 1990 recorded in OR Book 0616, Page 1171."

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantor, either in law or equity, to the only proper use, benefit and behoof of grantee, his heirs, successors and assigns forever.

**IN WITNESS WHEREOF**, grantor has hereunto set its hand and seal the day and year first above written.

THE TOWN OF CALLAHAN, FLORIDA

Shirley Graham  
Shirley Graham, Mayor

Signed in the presence of:

Robert W. Kou


First Witness (printed name):  
Robert W. Kou

Joe Branham

Second Witness (printed name):  
Joe Branham

STATE OF Florida  
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 10 day of January, <sup>2008</sup> 2007, by the foregoing persons, who are personally known        or Produced in the field as identification.

 Charlotte J. Young  
Commission # DD488687  
Expires November 7, 2009  
Bonded Troy Felt - Insurance, Inc. 800-385-7019

Charlotte Young  
NOTARY PUBLIC

ACCEPTED BY:

BOARD OF COUNTY COMMISSIONERS  
OF NASSAU COUNTY, FLORIDA

Marianne Marshall

By:  
Its: Chairman

Signed in the presence of:

Joyce T. Bradley

First Witness (printed name):  
Joyce T. Bradley

Mollie M. Garrett

Second Witness (printed name):  
Mollie M. Garrett

STATE OF Florida  
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, <sup>2008</sup> 2007, by the foregoing persons, who are personally known  or Produced        as identification.

 Charlotte J. Young  
Commission # DD488687  
Expires November 7, 2009  
Bonded Troy Felt - Insurance, Inc. 800-385-7019

Charlotte Young  
NOTARY PUBLIC

PREPARED BY AND RETURN TO:

Jeb T. Branham, Esq.  
333 1<sup>st</sup> Street North, Suite 305  
Jacksonville Beach, Florida 32250

David A. Hallman  
County Attorney  
P.O. Box 1010  
Fernandina Beach Fla, 32017

RECEIVED

2008 JAN 17 PM 3: 04

COUNTY ATTORNEY

INSTR # 200801246 OR Book 1546 Page 723, Pages 3.  
Recorded 01 15 2008 at 03 00 PM  
John A Crawford, Nassau County Clerk of Circuit Court  
Rec. Fee \$27.00  
#1

**QUIT CLAIM DEED**

Made this 10 day of January, 2007, by the Town of Callahan, a Florida municipality, whose address is 542300 U.S. Highway 1, Callahan, Florida 32011, "GRANTOR," and the Nassau County, Florida, whose address is 5423000 Hwy 1, Callahan, Florida 32011, "Callahan"

**WITNESSETH:** That grantor, for and in consideration of the sum of ten and no/100 Dollars (\$10.00), in hand paid by grantee, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto grantee, and his heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Nassau, State of Florida, to wit:

All that Certain Parcel of land being a 60 foot wide Easement for Ingress and Egress over a portion of Section 6, Township 1 North, and Section 31, Township 2 North, all lying in Range 25 East, Nassau County, Florida and being more particularly described as follows: For a Point of Reference commence at a 2-inch Iron pipe found at the Northwest corner of said Section 6 and run North 89° 27' 50" East, Along the Northerly line of said Section 6, a distance of 60.0 feet to a Point; Run thence South 00° 29' 48" East, parallel to the Westerly line of said Section 6 a distance of 593.08 feet to a Point of Beginning of said Easement described hereafter.

From The Point of Beginning thus described run North 72' 08' 53" East a distance of 1216.92 feet to a concrete monument set at an angle point; run Thence North 89° 27' 50" East Parallel to the Northerly line of said Section 6 a distance of 1434.03 feet to a concrete monument set at a second angle point; run Thence North 54° 00' 00" East a distance of 861.79 feet to a concrete monument set at a third angle point; run Thence North 89° 27' 50" East parallel to the Northerly line of said Section 6 a distance of 2006.87 feet to a concrete monument set on the Westerly line of Section 32, Township 2 North, Range 25 East; run Thence South 00° 45' 10" West along said Westerly line a distance of 60.02 feet to a concrete monument (set); run Thence South 89° 27' 50" West

parallel to the Northerly line of aforementioned Section 6 a distance of 1996.60 feet to a concrete monument set at an angle point; run Thence South 54° 00' 00" West a distance of 861.79 feet to a concrete monument set at a second angle point; run Thence South 89° 27' 50" West parallel to said Northerly line of Section 6 a distance of 1439.06 feet to a concrete monument set at a third angle point; run Thence South 72° 08' 53" West a distance of 1221.73 feet to a point; Run Thence North 00° 29' 48" West parallel to the Westerly line of said Section 6 a distance of 62.86 feet to the point of beginning of said Easement described herein.

The land thus described contains 6.16 acres more or less and is subject to any other easements of record lying within.

and

All that certain Parcel of land being a 60 foot wide easement for Ingress and Egress.

Part of Section 6, Township 1 North, Range 25 East, Nassau County, Florida, More particularly described as follows; From the Point of Commencement. Said Point being the Northwest corner of Section 6, Thence North 89° 27' 50" East a distance of 2675.19 feet to the Point of Beginning. From the Point of Beginning a bearing of North 00° 29' 48" West a distance of 660.0 feet. Thence North 89° 27' 50" East a distance of 60.01 feet, Thence South 00' 29' 48" East a distance of 644.0 feet, Thence South 54° 00' 00" West a distance of 61.0 feet to the Point of Beginning of the Easement described herein.

The Land thus described contains 0.9 Acres more or less and is subject to any other Easements of Record lying within.

and

Lot 23 and Lot 24 Newcombs Callahan South Subdivision According to the Plat thereof recorded in Plat Book 1 Page 16 of the current Public Records of Nassau County, Florida. Lots lying within the Boundary of the Town of Callahan as Recorded in Callahan Town Hall by Ordinance 8-01990, Dec 27. 1990.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantor, either in law or equity, to the only proper use, benefit and behoof of grantee, his heirs, successors and assigns forever.

IN WITNESS WHEREOF, grantor has hereunto set its hand and seal the day and year first above written.

THE TOWN OF CALLAHAN, FLORIDA

Shirley Graham  
Shirley Graham, Mayor

Signed in the presence of:

Robert W. Nau

First Witness (printed name):  
Robert W. Nau

JeB Branham

Second Witness (printed name):  
JeB Branham

STATE OF Florida  
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January, 2008, by the foregoing persons, who are personally known        or Produced Dwight Linder as identification.



Charlotte Young  
NOTARY PUBLIC

ACCEPTED BY:

BOARD OF COUNTY COMMISSIONERS  
OF NASSAU COUNTY, FLORIDA

Marinae Marshall

By:  
Its: Chairman

Signed in the presence of:

Joyce T. Bradley

First Witness (printed name):  
Joyce T. Bradley

Mollie M. Garrett

Second Witness (printed name):  
Mollie M. Garrett

STATE OF Florida  
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 11 day of January, 2008, by the foregoing persons, who are personally known  or Produced        as identification.



Charlotte Young  
NOTARY PUBLIC