

(20)

REC 1/11/04

IN AND BEFORE A SPECIAL MASTER
NASSAU COUNTY, FLORIDA

Liberty Development Florida, LLC,
Stuart Davis and Nola Davis

Special Master Proceeding 2004-01

Petitioners

v.

NASSAU COUNTY, FLORIDA

Respondent

_____ /

PROPERTY RECORDS SECTION OF COUNTY CLERK'S OFFICE HAS FILED THIS INSTRUMENT FOR RECORDING

INSTR # 200429823
OR BK 01256 PGS 0152-0171
RECORDED 08/31/2004 09:29:02 AM
J. M. OXLEY JR
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING FEES 171.50

Rayland, LLC

Special Master Proceeding 2004-02

Petitioner

v.

NASSAU COUNTY, FLORIDA

Respondent



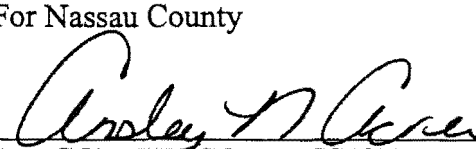
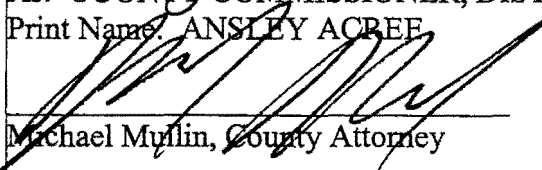
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JOINT SETTLEMENT AGREEMENT

Rayland, LLC, Liberty Development Florida, LLC, and Stuart Davis and Nola Davis (hereinafter collectively called "Petitioner") and NASSAU COUNTY, FLORIDA (hereinafter called "County") hereby enter into this Joint Settlement Agreement and set forth the following facts, terms and conditions:

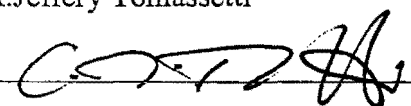
1. County agrees to present the Joint Settlement Agreement to the Board of County Commissioners for approval on July 26, 2004 or as soon thereafter as can reasonably be accomplished.

2. If the Board of County Commissioners approves this Joint Settlement Agreement, this is a final resolution of these special master proceedings. If the Board of County Commissioners fails to approve the Joint Settlement Agreement, this special master proceeding shall continue pursuant to Section 70.51, F.S.
3. Woodbridge East and Woodbridge West will be combined into a single development to be developed in accordance with the Woodbridge PUD conditions attached hereto as Exhibit "A" and generally as shown on the conceptual site plan, with the modifications set forth in Section 16 of Exhibit "A" that were agreed to as part of the settlement process.
4. If this Joint Settlement Agreement is approved, this Settlement Agreement may be amended only in writing signed by both parties.
5. Any amendment to Exhibit "A" of the Settlement Agreement must be approved in the same manner required for a modification to a Planned Unit Development under the County's Land Development Regulations.
6. Any development shall require building permits and meet the other requirements of the County's Land Development Regulations, except as set forth herein.
7. Each party shall bear its own attorneys' fees and costs.

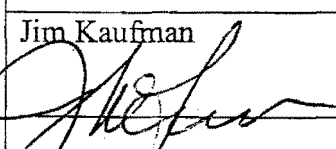
<p>For Petitioner,</p>  <p>As _____</p> <p>Print Name: <u>SECOR</u></p>  <p>Lynda R. Aycock, Attorney for Petitioner</p>	<p>For Nassau County</p>  <p>As: COUNTY COMMISSIONER, DIST. 2</p> <p>Print Name: <u>ANSLEY ACREE</u></p>  <p>Michael Mullin, County Attorney</p> <p>6/8/04</p>
Petitioner	Respondent

For interested parties on attached sign up list (other than Mr. & Mrs. Kaufman):

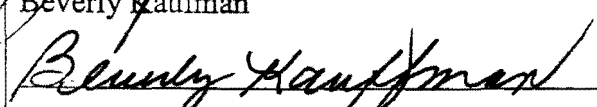
A. Jeffery Tomassetti



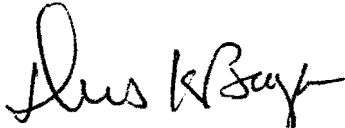
Jim Kaufman

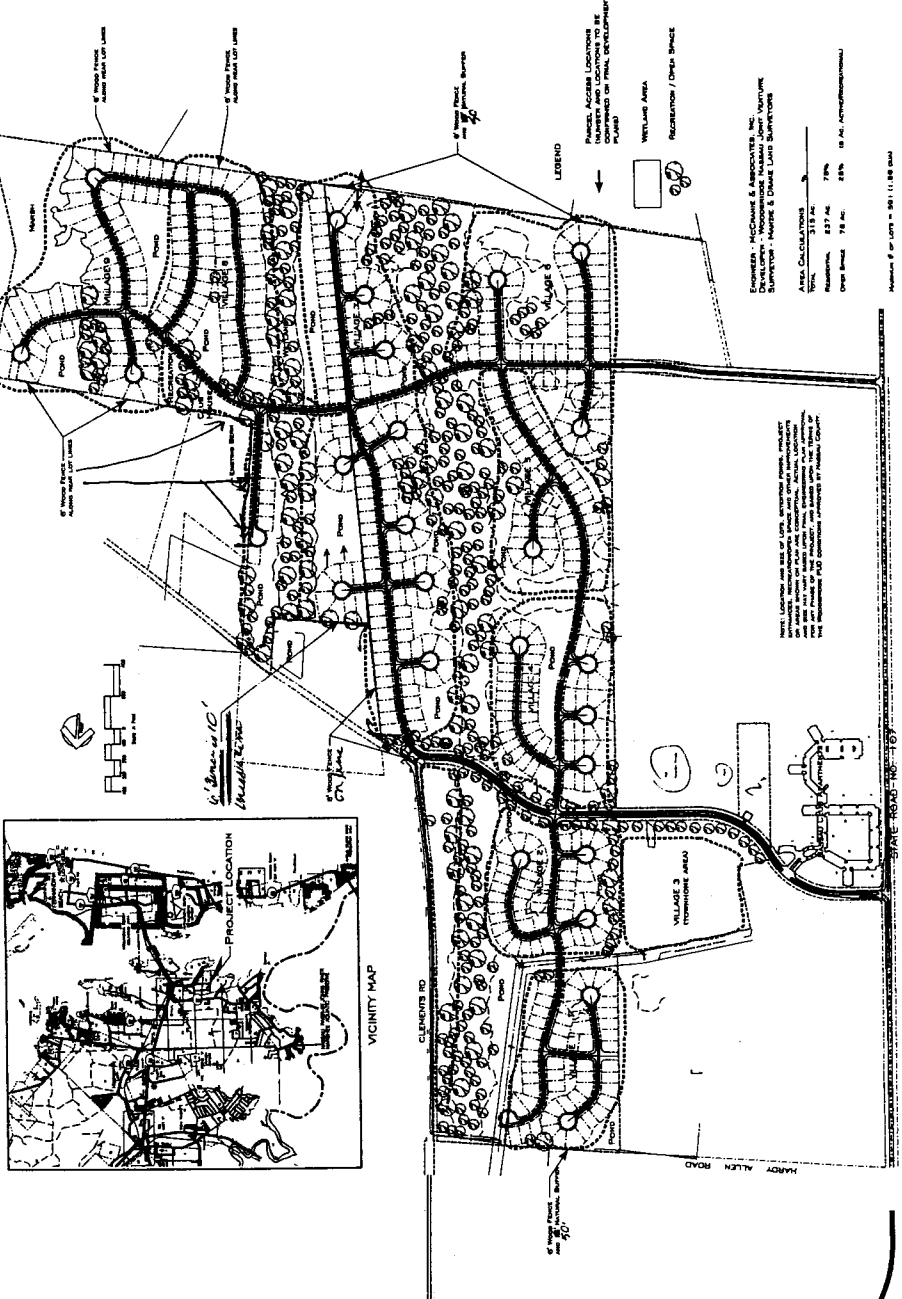
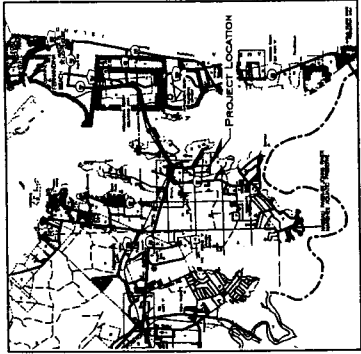


Beverly Kaufman



z/amyers/agreements/woodbridge-settlement-agmt


mediator



ENGINEER: MCCORMICK & JACKSON, INC.
 ARCHITECT: MCCORMICK & JACKSON, INC.
 SURVEYOR: HARRIS & CHASE LAND SURVEYORS

AREA CALCULATIONS

TOTAL	313 AC	78%
WETLANDS	43.7 AC	14%
OPEN SPACE	78 AC	25%

NUMBER OF LOTS = 561 (11, 88, 66)
 THIS PROJECT DEVELOPMENT PLAN IS SUBJECT TO THE
 APPROVAL OF THE LOCAL GOVERNMENT.

MCCORMICK & JACKSON, INC. 1000 W. 10TH AVENUE, SUITE 1000 DENVER, CO 80202 PHONE: (303) 733-1000 FAX: (303) 733-1001 WWW.MCCORMICKANDJACKSON.COM	PROJECT: WOODMOUNT MAHAW JV SHEET: WOODMOUNT PUD DATE: 10/15/2010	PROJECT: WOODMOUNT MAHAW JV SHEET: WOODMOUNT PUD DATE: 10/15/2010	PROJECT: WOODMOUNT MAHAW JV SHEET: WOODMOUNT PUD DATE: 10/15/2010
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EXHIBIT "A"

("WOODBIDGE PUD CONDITIONS")

I. General Conditions:

The Woodbridge Lands will be developed in phases consisting of distinct Villages as delineated on the preliminary development plan. The locations of the Villages are shown on the Woodbridge PUD Preliminary Development Plan. The Woodbridge Preliminary Development Plan incorporates by reference the terms of these Woodbridge PUD Conditions and the Developer's statements made in the related rezoning application, which collectively set forth the Developer's written plan of development for the Woodbridge Lands, and which are intended to clearly demonstrate that approval of the Woodbridge PUD will benefit the community as a whole and fulfill the applicable policies of the Nassau County Comprehensive Plan, and intent of Article 25 of Ordinance 97-19, as amended, the Nassau County Zoning Code (the "Zoning Code"). The proposed preliminary phasing schedule is attached as Schedule 1 hereto (the "Phasing Schedule"). The Developer may choose to develop the Woodbridge Lands in a different phasing order other than as set forth in the Phasing Schedule and at its option, may elect to commence all or multiple phases at one time, subject to prior notification of any planned changes to the phasing schedule, as outlined herein as Schedule 1, to the County Planning Director and Engineering Services Director. The Developer will update, as necessary, the Phasing Schedule based on market conditions at the time of the final development plan approval and engineering plan review for any phase of the PUD. Within one (1) year after approval by the Nassau County Board of County Commissioners of the Woodbridge PUD Preliminary Development Plan, the Developer must submit a final development plan for the Project to the Nassau County Planning and Zoning Board for review and to the Nassau County Board of County Commissioners for approval. The Developers may, at their discretion, submit engineering plans for the initial phase(s), or for the Project as a whole, for approval by the Development Review Committee, pursuant to the provisions of Ordinance 2000-40, as amended, and Article 25 of the Zoning Code, as amended. The Board of

County Commissioners, upon request from the Developer and for good cause shown, may extend the one (1) year time period for submitting the final development plan. Such extension shall not exceed one (1) year. The location and size of all lots, roads, recreation/open space and other areas shown on the Woodbridge PUD Preliminary Development Plan is conceptual such that the final location of any Village and any roads, recreation/open space and other areas will be depicted on the final development plan and the final engineering plans for the particular phases of the Project, subject to the provisions of Section 25.07 of the Zoning Code. However, Clements Road shall never be used for public access to the Parcel. All specific conditions shall be followed. The PUD will consist of up to 591 dwelling units and related amenities and accessory uses located in Villages 1,2,3,4,5,6,7,8 and 9, and will consist of recreational amenities in Village 8.

II. Specific Conditions:

1. Recreational Amenities, Open Space and Common Areas. Recreational amenities, open space and common areas shall be provided for the project. Passive recreational amenities may include, but are not limited to, walking, bicycling and/or nature trails, wetland observation areas, etc. Recreational areas may be developed, operated and maintained within Village 8, any other Village and within any of the areas depicted as Recreation/Open Space on the Woodbridge PUD Preliminary Development Plan. The location of these recreational areas will be determined at time of final development plan approval.

Active recreational facilities and accessory structures in the Project shall be subject to site plan approval by the Development Review Committee, pursuant to Ordinance 2000-40, and shall be constructed before the issuance of the Certificate of Occupancy (CO) for the two hundred and fifteenth (215) dwelling unit within the twenty five (25%) of open space provided, or within a Village, which exceeds the open space requirements of Article 25. The Developer will determine the specific amenity improvements to be made within the Woodbridge PUD based on market, environmental, permit and design factors, conditions and requirements of the Developer. The Developer, or the homeowners association or property owners association after acquiring title to the common areas, and recreational amenities within the Woodbridge PUD, may

adopt rules and regulations governing the use of the same by the residents of Woodbridge PUD. The Developer will have no obligations to maintain or improve the recreational amenities, open space or common areas after conveyance to the homeowners association or property owners association, subject to fulfillment of the recreation and open space requirements herein. In all events, the Developer will provide not less than a cumulative total of three and one half (3 1/2) acres of park sites within the Woodbridge Lands as part of the recreational amenities for the project. The recreational amenity areas and related maintenance and use restrictions shall be evidenced by recorded deed restrictions or recorded Declaration(s) of Covenants and Restrictions (collectively, the "Covenants and Restrictions"). As shown on the Site Data Table in the Woodbridge Preliminary Development Plan, the Developer has committed over twenty percent (20%) of the gross acreage of the Woodbridge Lands for use as recreation and/or open space, and such calculation has been made in accordance with the requirements of the Zoning Code, Article 25, § 25.04(F). All privately owned recreation/open space shall continue to conform to its intended use as shown in the final development plan and final engineering plans for that applicable phase of the project.

The Developer shall administer common open space through a property owners' and/or homeowners' association or other nonprofit corporation; such organizations shall conform to the following requirements.

- a. The Developer shall establish the applicable association or nonprofit corporation prior to the sale of any lots or units by the Developer to any third party within the Woodbridge Lands.
- b. Membership in the association or nonprofit corporation shall be mandatory for all property owners within the portion of such Woodbridge Lands governed by such entity.
- c. The Developer may elect to form separate and/or multiple property owners and/or homeowners association for the Woodbridge Lands. The Developer shall establish a master property owners and/or homeowners association for the Woodbridge Lands that shall be responsible for the maintenance of roads, master drainage, etc., subject to the

conditions herein.

- d. The applicable association or nonprofit corporation shall manage all common areas, recreational and open space and recreational facilities that are not dedicated to the public and that are within the lands that are subject to the jurisdiction of such association or nonprofit corporation; shall provide for the maintenance, administration and operation of such portions of the Woodbridge Lands and any other lands within the Woodbridge Lands not publicly or privately owned; and shall secure adequate liability insurance governing such areas owned or operated by such association or nonprofit corporation

All common area open space and recreational facilities for the applicable phase of the project shall be included in the final development plans of the Project. Such common areas, open space and recreational facilities shall be constructed and fully improved according to the development schedule established for each accompanying development phase of the project.

The Woodbridge PUD shall be subject to Recreation Impact Fees for Community and Regional Parks. If the Developer chooses to construct active Community Park public recreation facilities, subject to the criteria established in the Regional Planning Council Report on Recreation Impact Fees, dated December 9, 2002, the Developer may receive impact fee credits in the amount of the total obligation of the Developer for the Community Park recreation impact fee. Otherwise, the provisions of Ordinance 87-17, as amended, shall apply.

2. Stormwater Facilities: The Woodbridge Lands will be served by a stormwater system, which shall adhere to the applicable standards of the St. Johns River Water Management District and Nassau County for non-fenced stormwater systems, and shall be conveyed to the homeowners association and/or property owners association by deed and/or easement for maintenance and operation by the homeowners association and/or property owners association. The Developer shall secure a St. Johns River Water Management District permit, and any applicable Nassau County permits, for stormwater facilities before final approval of the Final

Development Plan.

3. Residential Development Standards:

The Woodbridge Lands will include not more than 591 dwelling units located in Villages 1,2,3,4,5,6,7,8 and 9. Below are the site development standards for each Village:

A. Villages 1 and 5

Minimum Lot Requirements:

- i. Minimum lot width: seventy (70) feet
- ii. Minimum lot area: seven thousand (7,000) square feet
- iii. Maximum allowable height: thirty-five (35) feet

Minimum Setbacks:

- i. Front: twenty (20) feet
- ii. Side yard: seven and one half (7.5) feet
- iii. Rear yard: fifteen (15) feet

B. Village 2

Minimum Lot Requirements:

- i. Minimum lot width: sixty (60) feet
- ii. Minimum lot area: six thousand (6,000) square feet
- iii. Maximum allowable height: thirty-five (35) feet

Minimum Setbacks:

- i. Front: twenty (20) feet
- ii. Side yard: five (5) feet
- iii. Rear yard: fifteen (15) feet

C. Village 3 & 4

Minimum Lot Requirements:

- i. Minimum lot width: thirty-five (35) feet
- ii. Minimum lot area: three thousand five hundred (3,500) square feet
- iii. Maximum allowable height: thirty-five (35) feet

Minimum Setbacks:

- i. Front: twenty (20) feet
- ii. Side yard: Adjacent units may be attached on one side, but must maintain a minimum of 10 ft. separation between exterior walls of adjacent structures.
- iii. Rear yard: ten (10) feet

D. Villages 6 and 7

Minimum Lot Requirements:

- i. Minimum lot width: seventy-five (75) feet
- ii. Minimum lot area: seven thousand five hundred (7,500) square feet
- iii. Maximum allowable height: thirty-five (35) feet

Minimum Setbacks:

- i. Front: twenty (20) feet
- ii. Side yard: seven and one half (7.5) feet
- iii. Rear yard: fifteen (15) feet

E. Villages 8 and 9

Minimum Lot Requirements:

- i. Minimum lot width: eighty (80) feet
- ii. Minimum lot area: eight thousand
(8,000) square feet
- iii. Maximum allowable height: thirty-five (35)
feet

Minimum Setbacks:

- iv. Front: twenty (20) feet
- v. Side yard: eight (8) feet
- vi. Rear yard: fifteen (15) feet

All yard requirements will be measured from the face of the exterior walls. Lot widths shall be measured as an average on irregular shaped lots.

All screened pool enclosures, whether attached, semi-attached or detached from the principal building, shall adhere to the minimum yard setback requirements of ten (10) feet.

Home Occupations: Home occupations shall be allowed as a conditional use within any single-family residential parcel, in accordance with the provisions of Section 28.14 of the Zoning Code.

Off-Street Parking & Loading: Residential development within Villages 1,2,3,4,5,6,7,8 and 9 shall be subject to the applicable off-street parking and loading required for such use, pursuant to the Article 31 of the Zoning Code.

4. Signage: The Woodbridge Lands may have an entry feature and related project identification signage at all external entrances to the Woodbridge Lands. External entrance project identification signs shall not exceed one hundred and fifty (150) square feet on each face. Each Village shall also be entitled to project identification signage identifying the Village and the various owners and tenants within any commercial Village. Each distinct development area and recreational area within a Village shall also be entitled to identification signage. Village and distinct development area or recreational area identification signage shall not exceed fifty (50) square feet on each

sign face. All project signs may be designed as ground-mounted signs or integrated into or mounted on landscape features such as walls and fences. All lighting of signs may be sign mounted or ground mounted units projecting onto the sign. The signs at each external project entrance, Village and distinct development areas or recreational area may be single faced or double faced and the external entrance signage may include two (2) separate signs, one (1) on each side of the entrance, not to exceed a total number of ten (10) signs for the entire development. The location of signage shall be delineated on the site plan submitted to the Development Review Committee for approval. Traffic and street name signage may include aesthetic framing, however, any applicable FDOT/Nassau County standards for sign face, elevations, etc. will be maintained, by the Developer and/or homeowners' association as appropriate to these conditions, for such traffic and street name signage consistent with the provisions of this paragraph. There are no other specific reserved signage approvals requested for the Woodbridge Lands, provided any residential Village shall be entitled to any signage allowed for single family residential districts. Home occupations, approved as a conditional use as detailed herein, shall be allowed signage in accordance with Section 28.14(A)(3) of the Zoning Code.

5. Sidewalks and Street Lights: Four (4) foot sidewalks with a five (5) foot wide minimum accessible passing zone every two hundred (200) feet shall be provided on both sides of all local streets and five (5) foot sidewalks on minor collectors. Driveways may act as passing zones if they do not exceed a two percent (2%) cross slope. Streetlights will also be provided along all streets. A lighting plan demonstrating the location of streetlights shall be submitted with final engineering plans for approval by the Development Review Committee.

6. Construction Standards: Except as specifically provided herein, all development in Woodbridge Lands shall be in accordance with Nassau County's subdivision and land development standards, and any applicable State standards, in effect as of the date of the Ordinance creating the Woodbridge PUD and any applicable JEA or other utility providers standards with respect to any water, sewer, or electrical utilities for Woodbridge Lands served by JEA or other utility provider. All utilities shall be underground. Prior to the issuance of any building permit for a dwelling unit or recreational facilities, water mains and fire hydrants

shall be installed and operational and the sub base of all roads stabilized (Foundation only permits shall be exempt from this provision).

7. Wetland Buffers: All wetlands within the Woodbridge Lands as depicted on the Woodbridge PUD Preliminary Development Plan shall be protected with undisturbed buffers of native vegetation between any developed area and such wetland with buffers that have an average width of fifty feet (50') and a minimum width of twenty-five feet (25') and provided access ways of no more than twenty feet (20') wide may be provided through the wetland buffer, pursuant to the current requirements of Nassau County Ordinance No. 2000-40, Section 6.5, adopted May 17, 1999, revised February 28, 2000 and revised September 25, 2000. The exact boundaries of wetlands and wetland buffers shown on the Woodbridge PUD Preliminary Development Plan will be depicted on the final engineering plans for applicable phases of the Woodbridge PUD consistent with the above requirements. If the buffer requirements are made to be less restrictive, the Developer may provide the smaller wetland buffer as long as the buffer conforms to all federal, state and local regulations.

8. Resident Boat and RV Storage Area: The Developer reserves the right to provide a boat and RV storage area as a permitted accessory use and structure within the Woodbridge Lands specifically designated by the Developer for use by residents of the PUD. This use shall not be considered a commercial use. Any boat and RV storage area shall be buffered in accordance with the provisions of Section 28.08 of the Zoning Code.

9. Temporary Uses: Temporary sales offices, including modular units, for the sale of the lots and/or completed residences, will be permitted within Woodbridge Lands until all of the residential lots and completed residences are sold, not to exceed one (1) unit per village as delineated on the preliminary development plan. The developer shall indicate with a note on any site plan submitted to the Development Review Committee for approval the location of said units.

The Developer, or its designated successor, assign or designee, will be required to maintain a copy of the approved Planned Unit Development

Ordinance, including the Preliminary Development Plan and PUD Conditions in any sales office located upon the Woodbridge Lands which is available for inspection by project residents and landowners, including the posting for public viewing of the preliminary development plan in any sales office, and this obligation shall be contained in the Covenants and Restrictions described below that are placed on the residential lands within the project. The siting of temporary construction trailers shall be allowed on Woodbridge Lands during construction. The temporary construction trailers must be removed within thirty (30) days of completion of the improvements, for which the temporary construction trailers are being utilized, provided the right to temporary construction trailers shall continue until build-out of the project.

10. Alterations: Changes in the location of the road(s), project entrances (except for the requirement of no access to Clements Road from the PUD, where there is to be no public access), stormwater system improvements, and to the boundaries, size and configuration of lots, Villages and Recreation/Open Space areas, as depicted on the Woodbridge PUD Preliminary Development Plan to accommodate environmental, permitting and design factors, conditions and requirements of the Developer is allowed, so long as the proposed alterations do not constitute a Major Amendment to the PUD, pursuant to the provisions of Section 25.07 of the Nassau County Zoning Code and provided the integrity of the original application is maintained, provided the same shall be finalized by the Developer during final engineering plan approval for the applicable phase of development.

11. Silviculture: The Woodbridge Lands may continue to be used for agriculture/silviculture activity until such time as construction begins for a specific portion of the site, and any portions not then subject to construction may continue to be used as agriculture/silviculture.

12. Ownership And Maintenance: The Woodbridge Lands and related uses/facilities associated therewith (other than individual lots or commercial parcels), will be owned, maintained and or operated as follows. Any areas associated with the development (i.e., amenities, recreation/open space areas, signage, landscape, stormwater systems, etc.) will be managed through a homeowners association(s) and/or a property owners association(s). The recreational land shall be dedicated

to Nassau County subject to approval of the Board of County Commissioners. To ensure that all of the recreation and open space areas described in these PUD Conditions, and depicted in the approved Woodbridge Preliminary Development Plan for any phase of the project will be used as intended, the Covenants and Restrictions described above will contain provisions consistent with terms of this Section II, Subsections 1 and 12 and any deed from the Developer to third party purchasers in the project will incorporate such Covenants and Restrictions by reference to the Covenants and Restrictions in each deed. Such deed restrictions created by the Covenants and Restrictions shall run with the land in order to protect both present and future property owners within the Woodbridge Lands. The deed restrictions created by the Covenants and Restrictions shall prohibit the partition of any open space areas. The east-west Woodbridge Parkway shall be built to County standards for a Minor Collector Road, and maintenance thereof, shall be dedicated or granted to Nassau County in accordance with Nassau County's standards for acceptance of such dedication. Acceptance of the Woodbridge Parkway shall be subject to the approval of the Board of County Commissioners upon presentation of the plat to the Board of County Commissioners. The water/sewer improvements will be the responsibility of the private utility company, which provides service for this area, which is currently JEA.

13. Access: Access to and from the Woodbridge Lands shall be as provided as shown on the Woodbridge PUD Preliminary Development Plan. The Developer will finalize the location of all external and internal project entrances, accesses and roadways during the final engineering approval for the applicable phase of development. Each dwelling unit or other permitted use shall be provided access, either directly or indirectly, by a public right-of-way, private vehicular or pedestrian way or commonly owned easement. County owned vehicles shall be permitted access on privately owned roads, easements and common open spaces in order to perform basic County services such as fire and police protection, emergency service needs of PUD residents, and site inspection by the Emergency Services, Planning, Engineering and Code Enforcement departments to monitor adherence to County regulations and the conditions contained herein.

There shall be no construction traffic on Clements Road. There shall be

one connection for Emergency Services by way of a 30' easement dedicated to the County at Woodbridge Parkway and Clements Road. This connection shall be closed to the public with a gate to be approved by Nassau County. The connection property shall be common area of the Woodbridge Homeowners' association and may not be sold to any third party or dedicated to Nassau County.

- a. The Developer shall dedicate to the County the required amount of right-of-way owned by the Developer, along the full extent of the Clements Road frontage before the issuance of the first Certificate of Occupancy.
- b. The Developer shall construct two roads built to County standards for a Minor Collector Road from Woodbridge Lands to County Road 107/Old Nassauville Road, as shown on the preliminary development plan. This construction shall follow the phasing schedule as attached and/or modified.
- c. The Developer shall build 6' wooden, privacy fences along the rear of the residential lot lines in the areas shown on the Preliminary development plan. The Developer and/or homeowners' association, as appropriate, shall maintain said fences. The Developer shall also plat natural landscape buffers as shown on the preliminary development plan. The developer and/or the homeowners association shall maintain said landscape buffers.
- d. The letter and its contents dated December 2, 2003 by and between Woodbridge Nassau Joint Venture and the Nassau County School Board (as attached) shall hereby be included within the PUD conditions.

14. On- and off-site road improvements: The Developer shall, be required to make the following on- and off-site road improvements in order to reduce the impact of the project on public facilities:

- a. Dual left turn lanes on the east approach of the SR 200 (A1A)/ Old Nassauville Road (CR 107) with receiving lanes on

CR 107.

- b. A left turn lane on the south approach of the A1A/CR 107 intersection.
- c. Signal upgrades at the A1A/CR 107 intersection to accommodate the additional lanes.
- d. A secondary connection to CR 107 (Wooten Parkway) shall be constructed from the Woodbridge Lands to CR 107. This roadway shall be built to County Collector road standards and dedicated to Nassau County. The secondary east-west roadway through the Woodbridge PUD shall be designed with two (2) twelve (12) foot lanes from its most westerly point of the Woodbridge Lands to the intersection adjacent to the Club House site of the Woodbridge PUD. The secondary access to CR 107 shall be constructed to County Minor Collector Road Standards.
- e. The Developer shall submit a traffic study showing the traffic impact of the entire development onto CR 107. The traffic study shall include an intersection analysis of all three impacted intersections (Wooten/CR107, Woodbridge/CR107, CR107/A1A) along with a fair share calculation of the proposed impacts. The County shall review the traffic study and calculation of fair share and at a subsequent meeting between the County and the Developer to be held within ten (10) days shall finalize concurrency, fair share, and traffic issues. The ten-day period may be extended upon agreement of the parties

15. Notification: The Developer shall incorporate into the covenants and restrictions notification to all property owners that they are living in a Planned Unit Development (PUD).

16. The conceptual site plan for Village 1 will be revised to shift the lots along the northerly boundary of Village 1 to the south to create a 50 foot buffer along the north boundary of Village 1; Village 6 will be modified to shift the lots on the southerly boundary to the north to create a 50 buffer along the southerly boundary of Village 6,

and Village 7 will be modified to shift the cul-de-sac and cul-de-sac lots on the north boundary of Village 7 lying on the easterly side of the proposed road in a southerly direction so that it located approximately where the pond is shown on the plan. The fence for Village 7 shall be located 10' inside the northerly boundary of the property. The fence shown on the conceptual site plan within Village 1 and Village 6 will be located at 25' within the buffer area.

III. Justification for Planned Unit Development Classification for this Project and Approval of the Preliminary Development Plan:

The proposed project allows for development of the Woodbridge Lands for single-family residential uses in a manner that warrants flexibility in the application of land use controls for Nassau County, Florida consistent with the intent of Article 25 of the Zoning Code. The project design is in harmony with the general purpose and intent of the Nassau County Comprehensive Plan and the Zoning Code. The design and layout of the Woodbridge Planned Unit Development implemented by these PUD Conditions:

1. Is creative in its approach through the use of natural features of the site and its approach to development of the project;
2. Accomplishes a more desirable environment than would be possible through the strict application of minimum requirements of the Zoning Code;
3. Provides for an efficient use of the Woodbridge Lands, resulting in small well designed networks of utilities and streets and thereby lowers development costs;
4. Enhances the appearance of the area through preservation of natural features, the provision of underground utilities, where possible, and the provision of recreation and open space areas in excess of existing Zoning Code and subdivision requirements;
5. Provides an opportunity for new approaches to ownership through implementation of a variety of lot types and styles that will allow opportunities for home ownership by a broad range of individuals;

6. Provides an environment of stable character compatible with the surrounding areas;

7. Retains property values over the years and makes a substantial improvement of the quality of development of the Woodbridge Lands after the date hereof; and

8. The Woodbridge PUD Preliminary Development Plan which incorporates by reference the terms of these PUD Conditions and the statements made by the Developer in the related zoning exception includes the criteria required for the Nassau County Planning and Zoning Board and the Nassau County Board of County Commissioners to review and approve the Woodbridge PUD Preliminary Development Plan.

Schedule 1

"Phasing Schedule"

WOODBIDGE ESTIMATED PHASING SCHEDULE		
PHASE/ YEAR	# OF UNITS	DESCRIPTION OF PHASE
Phase 1 2004-2005	103	Village 1 & 2- Woodbridge Pkwy shall be constructed from CR 107 to fifty (50) feet east of the entrance to Village 2
Phase 2 2005-2007	86	Village 3 - Village 3 shall connect to Woodbridge Pkwy as constructed during Phase 1. (Note: Village 3 is the townhome section of Woodbridge PUD)
Phase 3 2005-2007	154	Village 4,5 & 6 - The secondary access to CR 107 shall be constructed during this phase to serve this phase.
Phase 4 2006-2008	128	Village 7 - Woodbridge Pkwy shall be constructed from its endpoint to serve this Phase. The secondary access point shall be constructed from its endpoint to serve this village.
Phase 5 2006-2009	120	Village 8 & 9 - All roadways shall be constructed as shown on the Preliminary Development Plan or as modified in the final development plan.
TOTAL	591	

Note: The phasing schedule above is an estimate of when the units will be constructed. The Platting of these phases may be completed earlier than the years shown.

INSTR # 200429824
OR BK 01256 PGS 0172-0176
RECORDED 08/31/2004 09:29:02 AM
J. M. OXLEY JR
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING FEES 44.00

IN AND BEFORE A SPECIAL MASTER
NASSAU COUNTY, FLORIDA

Liberty Development Florida, LLC,
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Rayland, LLC

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v.

NASSAU COUNTY, FLORIDA

Respondent

_____ /

SUPPLEMENTAL JOINT SETTLEMENT AGREEMENT

Rayland, LLC, Liberty Development Florida, LLC, their successors and assigns, and Stuart Davis and Nola Davis (hereinafter collectively called "Petitioner") and NASSAU

COUNTY, FLORIDA (hereinafter called "County") hereby enter into this Joint Settlement Agreement and set forth the following facts, terms and conditions:

1. The parties supplement the Agreement dated June 8, 2004, for the purposes of resolving traffic impact issues.

2. The parties stipulate that Petitioners' Fair Share cost for traffic impacts is \$492,000.00, based upon the independent analysis done for the County by Kimley-Horn Associates, Inc. Petitioners shall satisfy this amount by obtaining permits, design work, and constructing improvements for the intersection as shown on the attached Exhibit "A". The improvements include, but are not limited to, turn lanes, signage, and turn signals.

3. The improvements shall be commenced by the time the seventy-fifth (75th) certificate of occupancy is issued and shall be completed before issuance of a certificate of occupancy for the one hundred thirtieth (130th) dwelling unit, excluding the eighty-six (86) units associated with the Village III Townhomes. The engineering plans for the improvements shall be approved prior to construction by Kimley-Horn and Associates, Inc., to assure that such improvements are in compliance with the attached Exhibit "A". The improvements and construction shall meet all FDOT and County standards and shall be approved by the County.

4. The Petitioners shall also be responsible for all permits and construction related to the Wooten and Woodbridge Parkways, including, but not limited to, turn lanes and signage, and all construction shall be in compliance with FDOT and County standards and shall be approved by the County.

5. Petitioners shall not be entitled to any impact fee credits for performing the work set forth in this Agreement or the original Agreement dated June 8, 2004.

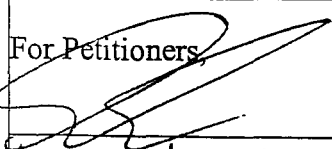
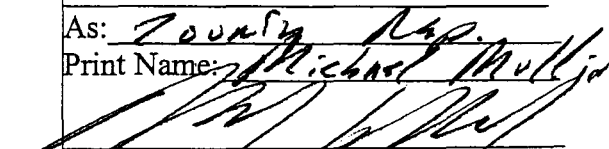

6. In the event the Petitioners' actual costs for the improvements set forth in Paragraph 2 exceed \$492,000.00, Petitioners shall be solely responsible for the extra costs. If the actual costs are less than \$492,000.00, the Petitioners shall pay the difference to the County, which shall be paid by the time of the issuance of the 130th certificate of occupancy. Petitioners shall provide invoices indicating the actual costs for the improvements made pursuant to Exhibit "A" and the engineering plans approved by Kimley-Horn.

7. Petitioners shall be responsible for any and all costs incurred by Kimley-Horn to review and approve the plans.

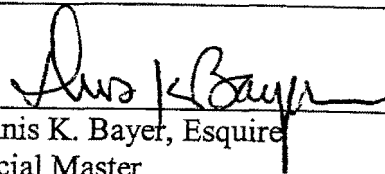
8. In the event of a default by Petitioners, the County shall have all legal remedies available including, but not limited to, injunctive relief to cure such default. In the event of such litigation, the prevailing party shall be able to recover any and all attorneys' fees and costs.

9. This Supplemental Joint Settlement Agreement supplements that certain Joint Settlement Agreement dated June 8, 2004.

10. The Agreement shall be recorded upon its execution by all parties. A satisfaction and compliance documents shall be recorded at such time as Petitioners' obligations have been satisfied

For Petitioners  As <u>Managing Member</u> Print Name: <u>Daniel J. McLeese</u>	For Nassau County As: <u>County Rep.</u> Print Name: <u>Michael Mullin</u>  Michael Mullin, County Attorney
 Lynda R. Aycock, Attorney for Petitioner	

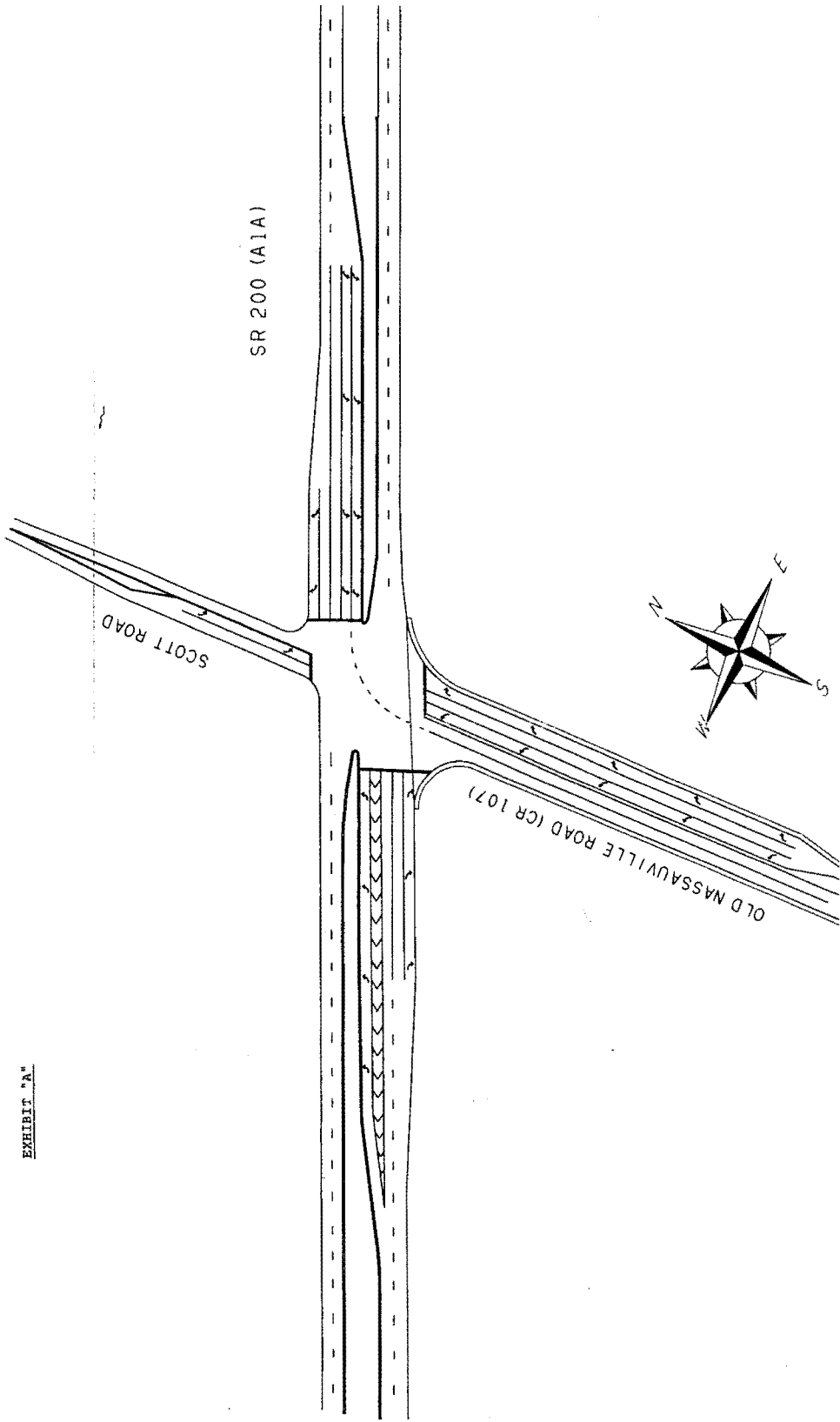
Dated this 9th day of July, 2004.



Dennis K. Bayer, Esquire
Special Master

z/amyers/woodbridge/supplemental-settlement-agmt

EXHIBIT "A"



Return: Joyce Bradley Admin

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

INSTR # 200429825
OR BK 01256 PGS 0177-0179
RECORDED 08/31/2004 09:29:02 AM
J. M. OXLEY JR
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING FEES 27.00

IN AND BEFORE A SPECIAL MASTER
NASSAU COUNTY, FLORIDA

Liberty Development Florida, LLC,
Stuart Davis and Nola Davis

Special Master Proceeding 2004-01

Petitioners

v.

NASSAU COUNTY, FLORIDA

Respondent

Rayland, LLC

Special Master Proceeding 2004-02

Petitioner

v.

NASSAU COUNTY, FLORIDA

Respondent

FIRST ADDENDUM TO

SUPPLEMENTAL JOINT SETTLEMENT AGREEMENT

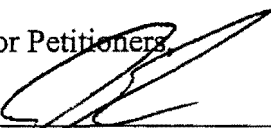

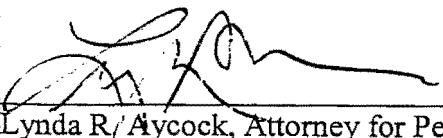
Rayland, LLC, Liberty Development Florida, LLC, their successors and assigns, and Stuart Davis and Nola Davis (hereinafter collectively called "Petitioner") and NASSAU COUNTY, FLORIDA (hereinafter called "County") hereby enter into this First Addendum Joint Settlement Agreement and set forth the following facts, terms and conditions:

1. The parties hereby supplement the Agreement dated June 8, 2004, and July 9, 2004.

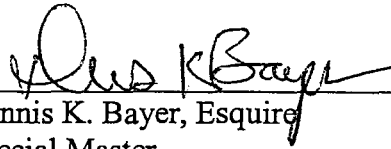
2. The County is hereby conducting a Regional Traffic Study. The parties agree that, if the County's consultants recommend that alternate improvements exist to better mitigate the traffic impacts of the Petitioners' project, the Agreements and the PUD Conditions shall be modified to address the recommendations. In the event a cash donation is made, the amount shall be \$492,000.00. The County shall have until March 1, 2005, within which to make such recommendation.

3. This Addendum to the Supplemental Joint Settlement Agreement supplements that certain Joint Settlement Agreement dated June 8, 2004, and the Supplemental Joint Settlement Agreement dated July 9, 2004.

4. This Addendum shall be recorded upon its execution by all parties. A satisfaction and compliance documents shall be recorded at such time as Petitioners' obligations have been satisfied

For Petitioners  As <u>Managing Member</u> Print Name: <u>Daniel J. McGrane Jr.</u>	For Nassau County As: <u>City Manager</u> Print Name: <u>Michael Mullin</u>  Michael Mullin, County Attorney
 Lynda R. Aycock, Attorney for Petitioner	

Dated this 19 day of August, 2004.



Dennis K. Bayer, Esquire
Special Master

z/amyers/woodbridge/addendum-supplemental-settlement-agmt

Return to:
Joyce Bradley

INSTR # 200510737
OR BK 01304 PGS 0974-0976
RECORDED 03/24/2005 02:12:14 PM
JOHN A. CRAWFORD
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING FEES 27.00

IN AND BEFORE A SPECIAL MASTER
NASSAU COUNTY, FLORIDA

Liberty Development Florida, LLC,
Stuart Davis and Nola Davis

Special Master Proceeding 2004-01

Petitioners

v.

NASSAU COUNTY, FLORIDA

Respondent

_____ /

Rayland, LLC

Special Master Proceeding 2004-02

Petitioner

v.

NASSAU COUNTY, FLORIDA

Respondent

_____ /

SECOND ADDENDUM TO
SUPPLEMENTAL JOINT SETTLEMENT AGREEMENT

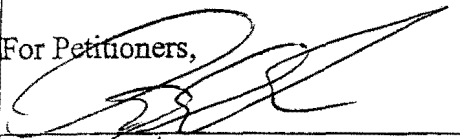
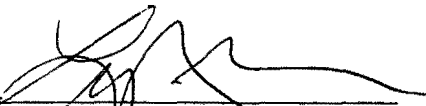
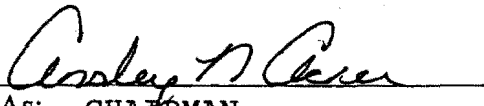
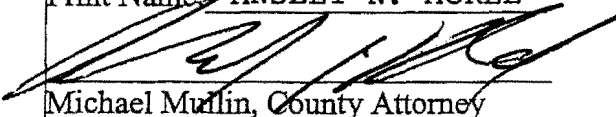
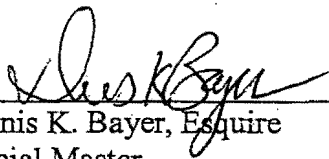
Rayland, LLC, Liberty Development Florida, LLC, their successors and assigns, and Stuart Davis and Nola Davis (hereinafter collectively called "Petitioner") and NASSAU COUNTY, FLORIDA (hereinafter called "County") hereby enter into this Second Addendum Joint Settlement Agreement and set forth the following facts, terms and conditions:

1. The parties hereby supplement the Agreement dated June 8, 2004, and July 9, 2004.

2. The County is hereby conducting a Regional Traffic Study. The parties agree that, if the County's consultants recommend that alternate improvements exist to better mitigate the traffic impacts of the Petitioners' project, the Agreements and the PUD Conditions shall be modified to address the recommendations. In the event a cash donation is made, the amount shall be \$492,000.00. The County shall have until ~~March~~ October 1, 2005, within which to make such recommendation.

3. This Second Addendum to the Supplemental Joint Settlement Agreement supplements that certain Joint Settlement Agreement dated June 8, 2004, the Supplemental Joint Settlement Agreement dated July 9, 2004, and the First Addendum to Supplemental Joint Settlement Agreement dated August 19, 2004.

4. This Addendum shall be recorded upon its execution by all parties. A satisfaction and compliance documents shall be recorded at such time as Petitioners' obligations have been satisfied.

<p>For Petitioners,</p>  <p>As <u>Missing Member</u></p> <p>Print Name: <u>Daniel McGinnis</u></p>  <p>Lynda R. Aycock, Attorney for Petitioner</p>	<p>For Nassau County</p>  <p>AS: <u>CHAIRMAN</u></p> <p>Print Name: <u>ANSLEY N. ACREE</u></p>  <p>Michael Mullin, County Attorney</p>
<p>Dated this <u>16th</u> day of March, 2005.</p>	 <p>Dennis K. Bayer, Esquire Special Master</p>

z/amyers/woodbridge/2nd-addendum-supplemental-settlement-agmt

INSTR # 200601497
OR BK 01381 PGS 0947-0949
RECORDED 01/12/2006 12:41:58 PM
JOHN A. CRAWFORD
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING FEES 27.00

IN AND BEFORE A SPECIAL MASTER
NASSAU COUNTY, FLORIDA

Liberty Development Florida, LLC,
Stuart Davis and Nola Davis

Special Master Proceeding 2004-01

Petitioners

v.

NASSAU COUNTY, FLORIDA

Respondent

Rayland, LLC

Special Master Proceeding 2004-02

Petitioner

v.

NASSAU COUNTY, FLORIDA

Respondent

THIRD ADDENDUM TO

SUPPLEMENTAL JOINT SETTLEMENT AGREEMENT

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Rayland, LLC

A CERTIFIED TRUE COPY
EX. 37 (F.D.O.), Clerk of the District of County Comm.
Nassau County, Florida
John Crawford
Clayton Spivey

Rayland, LLC, Liberty Development Florida, LLC, Stuart Davis and Nola Davis and their successors and assigns (Woodbridge Nassau JV), (hereinafter collectively called "Petitioner") and NASSAU COUNTY, FLORIDA (hereinafter called "County") hereby enter into this Third Addendum Joint Settlement Agreement and set forth the following facts, terms and conditions:


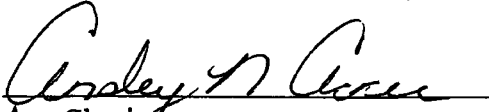
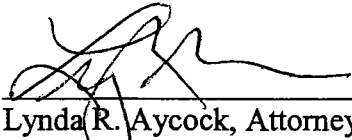
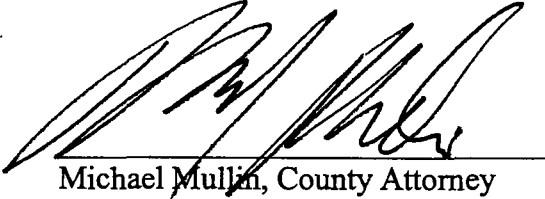
1. The parties hereby supplement the Agreement dated June 8, 2004, and July 9, 2004.

2. The County is hereby conducting a Regional Traffic Study. The parties agree that, if the County's consultants recommend that alternate improvements exist to better mitigate the traffic impacts of the Petitioners' project, the Agreements and the PUD Conditions shall be modified to address the recommendations. In the event a cash donation is made, the amount shall be \$492,000.00 and shall be paid prior to the 10th Certificate of Occupancy of Villages 4 thru 9. The County shall have until October 6, ~~2005~~ 2006, within which to make such recommendation. In the event that traffic improvements are recommended, the parties agree that the improvements shall be commenced prior to the first Certificate of Occupancy of Villages 4 thru 9. The improvements shall be completed prior to the 10th Certificate of Occupancy of Villages 4 thru 9. It is also further clarified **and agreed** that the first 120 single family lots **(which include the 102 units in Villages 1 and 2) and first 86 townhome lots pass concurrency and such units are vested from further concurrency review;** and that the offsite improvements, or the cash donation, is the cost for obtaining concurrency for the remainder of the Woodbridge PUD.

3. This Third Addendum to the Supplemental Joint Settlement Agreement supplements that certain Joint Settlement Agreement dated June 8, 2004, the Supplemental Joint Settlement Agreement dated July 9, 2004, the First Addendum to Supplemental Joint Settlement Agreement dated August 19, 2004, and the Second Addendum to Supplemental Joint Settlement

Agreement dated March 16, 2005.

4. This Addendum shall be recorded upon its execution by all parties. A satisfaction and compliance documents shall be recorded at such time as Petitioners' obligations have been satisfied.

For Petitioners,	For Nassau County,
	
As: <u>Managing Member</u> Print Name: <u>Daniel I. McCranie</u>	As: <u>Chairman</u> Print Name: <u>Ansley N. Acree</u> Board Approved 12-21-05
 Lynda R. Aycock, Attorney for Petitioner	 Michael Mullin, County Attorney
Dated this <u>10th</u> day of January, 2006.	

IN AND BEFORE A SPECIAL MASTER
NASSAU COUNTY, FLORIDA

Liberty Development Florida, LLC,
Stuart Davis and Nola Davis

Special Master Proceeding 2004-01

Petitioners

v.

NASSAU COUNTY, FLORIDA

Respondent

_____ /

Rayland, LLC

Special Master Proceeding 2004-02

Petitioner

v.

NASSAU COUNTY, FLORIDA

Respondent

_____ /

FOURTH ADDENDUM TO
SUPPLEMENTAL JOINT SETTLEMENT AGREEMENT

Rayland, LLC, Liberty Development Florida, LLC, Stuart Davis and Nola Davis and their successors and assigns (Woodbridge Nassau JV), (hereinafter collectively called "Petitioner") and NASSAU COUNTY, FLORIDA (hereinafter called "County") hereby enter into this Fourth Addendum Joint Settlement Agreement and set forth the following facts, terms and conditions:

1. The parties hereby supplement the Agreement dated June 8, 2004, July 9, 2004 and December 21, 2005.


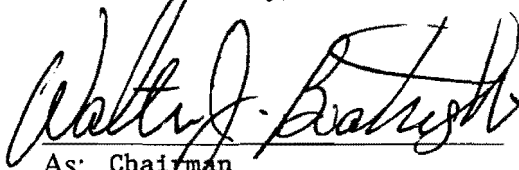
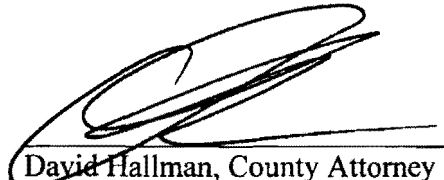
2. The parties agree that the cost for obtaining concurrency for Villages 4 thru 9 of the Woodbridge PUD, is \$492,000 and that the existing Village 1, existing Village 2, and the proposed Village 3 (86 townhome lots, or its equivalent) is currently vested with concurrency. It is agreed that the developers of Woodbridge shall pay Nassau County, based upon the following schedule:

Prior to the 1st Platted Lot within Villages 4 thru 9	CR 107/A1A plans* + \$53,400
Prior to the 50 th Platted Lot within Villages 4 thru 9	\$98,400
Prior to the 75 th Platted Lot within Villages 4 thru 9	\$98,400
Prior to the 115 th Platted Lot within Villages 4 thru 9	\$98,400
Prior to the 150 th Platted Lot within Villages 4 thru 9	<u>\$98,400</u>
TOTAL	\$492,000

* The CR 107/A1A plans are required to be fully permitted and approved by Nassau County and FDOT. These plans have a value of \$45,000.

3. This Fourth Addendum to the Supplemental Joint Settlement Agreement supplements that certain Joint Settlement Agreement dated June 8, 2004, the Supplemental Joint Settlement Agreement dated July 9, 2004, the First Addendum to Supplemental Joint Settlement Agreement dated August 19, 2004, the Second Addendum to Supplemental Joint Settlement Agreement dated March 16, 2005, and the Third Addendum to Supplemental Joint Settlement Agreement dated December 21, 2005.

4. This Addendum shall be recorded upon its execution by all parties. A satisfaction and compliance document shall be recorded at such time as Petitioners' obligations have been satisfied.

<p>For Petitioners,</p>  <p>As: <u>Managing Member</u> Print Name: <u>Daniel I. McCranie</u></p>	<p>For Nassau County,</p>  <p>As: <u>Chairman</u> Print Name: <u>Walter J. Boatright</u></p>  <p><u>David Hallman, County Attorney</u></p>
<p>Dated this <u>20th</u> day of <u>April</u>, 2010</p>	