

ORDINANCE NO. 2003-18  
AMENDMENT TO ORDINANCE NO. 83-19  
NASSAU COUNTY, FLORIDA

WHEREAS, on the 23rd day of September, 1983, the Board of County Commissioners, Nassau County, Florida, did adopt Ordinance No. 83-19, an Ordinance enacting and establishing a comprehensive Zoning Code for the unincorporated portion of Nassau County, Florida, and which Ordinance has been subsequently amended including Ordinance No. 97-19, adopted on the 28<sup>th</sup> day of July, 1997; and

WHEREAS, **Liberty Development Florida, LLC**, the owner of the real property described in this Ordinance has applied to the Board of County Commissioners for a rezoning and reclassification of the property from OPEN RURAL (OR) to RESIDENTIAL, GENERAL (RG-1); and

WHEREAS, the Nassau County Planning and Zoning Board, after due notice and public hearing has made its recommendations to the Commission; and

WHEREAS, taking into consideration the above recommendations, the Commission finds that such rezoning is consistent with the overall comprehensive land use plan and orderly development of the County of Nassau, Florida, and the specific area.

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

SECTION 1: PROPERTY REZONED: The real property described in Section 2 is rezoned and reclassified from OPEN RURAL (OR) to RESIDENTIAL, GENERAL (RG-1) as defined and classified under the Zoning Ordinance, Nassau County, Florida.

SECTION 2: OWNER AND DESCRIPTION: The land rezoned by this ordinance is owned by **Liberty Development Florida, LLC**, and is described as follows:

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

SECTION 3: EFFECTIVE DATE: This ordinance shall become effective upon being signed by the Chairman of the Board of

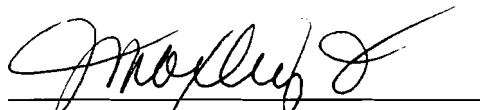
County Commissioners of Nassau County, Florida.

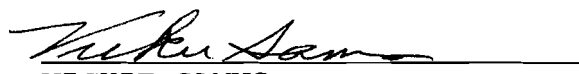
ADOPTED this 14th day of April, 2003.

CERTIFICATE OF AUTHENTICATION  
ENACTED BY THE BOARD

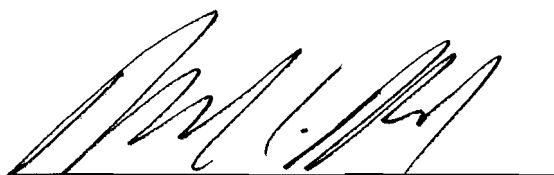
ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
NASSAU COUNTY, FLORIDA

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

  
\_\_\_\_\_  
VICKIE SAMUS  
Its: Chairman

Approved as to form by  
the Nassau County Attorney:

  
\_\_\_\_\_  
MICHAEL S. MULLIN

c:rez.ord

‡ R03-011  
CPA03-003

# Coastal Land Surveyors

Boundary • Subdivisions • Topographic • Construction

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Fernandina Beach, FL 32034  
(904) 261-8850 Voice  
(904) 277-8850 Fax

LEGAL DESCRIPTION NO. 9904-18L

A PORTION OF SECTIONS 40 AND 41,  
TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.  
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SECTION 42, TOWNSHIP 2 NORTH, RANGE 28 EAST, SAID NASSAU COUNTY, FLORIDA; THENCE SOUTH 85 DEGREES 48 MINUTES 04 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID SECTION 42, A DISTANCE OF 590.27 FEET TO A POINT; THENCE NORTH 04 DEGREES 39 MINUTES 32 SECONDS WEST, A DISTANCE OF 3135.69 FEET TO A POINT; THENCE SOUTH 85 DEGREES 20 MINUTES 28 SECONDS WEST, A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 85 DEGREES 20 MINUTES 28 SECONDS WEST, A DISTANCE OF 777.00 FEET TO A POINT; THENCE NORTH 04 DEGREES 39 MINUTES 32 SECONDS WEST, A DISTANCE OF 585.03 FEET TO A POINT LOCATED ON THE ARC OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 540.00 FEET; THENCE AROUND AND ALONG SAID CURVE AN ARC DISTANCE OF 257.04 FEET ( SAID ARC BEING SUBTENDED BY A CHORD BEARING AN DISTANCE OF SOUTH 81 DEGREES 01 MINUTES 21 SECONDS EAST, 254.62 FEET ) TO A POINT; THENCE NORTH 85 DEGREES 20 MINUTES 28 SECONDS EAST, A DISTANCE OF 529.56 FEET TO A POINT; THENCE SOUTH 04 DEGREES 39 MINUTES 32 SECONDS EAST, A DISTANCE OF 525.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.48 ACRES, MORE OR LESS, IN AREA.

PREPARED BY:  
JIM PEACOCK, P.S.M. NO. 3718

POOLE & POOLE, P.A.  
*Attorneys at Law*  
SUITE 200, ALLAN BUILDING  
303 CENTRE STREET  
FERNANDINA BEACH, FLORIDA 32034

WESLEY R. POOLE  
H. PRICE POOLE, JR.  
CAROL ANN FREEHAFFER  
FRANCES G. BURGESS, C.L.A.

PLEASE REPLY TO:  
POST OFFICE BOX 1280  
FERNANDINA BEACH, FL 32035-1280  
TELEPHONE 904. 261.0742  
FACSIMILE 904. 261.0745

May 6, 2003

Michael S. Mullin, Esq.  
Nassau County Attorney  
Post Office Box 1010  
Fernandina Beach, FL 32035-1010

Re: Liberty Development Florida LLC

Dear Mike:

My client has expressed a concern that certain language in the Development Agreement could be subject to misinterpretation. That language is the last sentence in Section 3.1 d., which reads as follows:

"For purposes of this criteria, the term "affordable" is defined as: The monthly payments on a mortgage with a loan to sales price ratio of 95% and an amortization period of 360 months do not exceed 28% of the **family's** gross monthly income; or" (emphasis added)

The concern is that this could be interpreted to mean that the payments will not exceed 28% of a particular family's income. This would, obviously, be difficult, if not impossible, to verify. The intent is to require that the payments not exceed 28% of the maximum allowable percentage of the Area Median Income. This methodology is consistent with the Federal Home Loan Bank affordable housing criteria upon which this part of the agreement is based.

If you agree, I would appreciate your written acknowledgement of this interpretation; with such acknowledgement, I do not think an addendum to the Agreement would be required.

I would appreciate your thoughts.

Yours (sincerely),  
*Wesley*  
Wesley D. Poole

wespoole@bellsouth.net



Nassau County Planning & Zoning Department  
213 Nassau Place  
Yulee, Florida 32097

Jay Mariles, AICP  
Planning Director

## MEMORANDUM

**TO:** Jay Mariles, Planning Director  
**FROM:** Jason Cleghorn, Planner II *J*  
**DATE:** 14 May 2003  
**SUBJECT:** Liberty Development Florida LLC/Federal Home Loan Bank Program

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As you requested I have researched the language in Section 3.1d of the Liberty Development Florida LLC Development agreement and compared it to the Federal Home Loan Bank affordable housing criteria.

Mr. Poole is correct in his assertion that the term 'family's gross monthly income' is inappropriate. 12 CFR-Chapter IX-Part 951 in Section 951.1 Definitions defines affordable as the rent charged for occupancy by a household with an income at or below eighty (80) percent of the **median income for the area**, does not exceed thirty (30) percent of the income of a household of the maximum income and size expected, under the commitment made in the AHP (Affordable Housing Program) application, to occupy the unit (assuming occupancy of 1.5 persons per bedroom or 1.0 person per unit without a separate bedroom. (emphasis added).

Median income for the area for owner-occupied projects is defined as (i) The median income for the area, as published annually by HUD; (ii) The median income for the area obtained from the Federal Financial Institutions Examination Council; (iii) The applicable median family income, as determined under 26 U.S.C. 143(f) (Mortgage Revenue Bonds) and published by a State agency or instrumentality; (iv) The median income for the area, as published by the United States Department of Agriculture; or (v) The median income for any definable geographic area, as published by a federal, state, or local government entity for purposes of that entity's housing programs, and approved by the Board of Directors, at the request of a Bank, for use under the AHP.

All of the programs associated with the Federal Home Loan Bank program use the term Area Median Income (AMI), and generally do not refer to an individual family's income. The programs tend to be broader and measure affordability as a function of a numerical average for a given geographic area.

Enclosures: Federal Home Loan Bank Program documents

FERNANDINA  
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1 800-948-3364

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