

1/3/2000

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

DEPARTMENT OF COMMUNITY
AFFAIRS,

Petitioner,

DOAH Case No. 99-1315GM

v.

NASSAU COUNTY,

Respondent.

_____ /

**NOTICE OF FILING STIPULATED SETTLEMENT AGREEMENT
AND REQUEST FOR STAY OF PROCEEDINGS**

Petitioner Department of Community Affairs, pursuant to Section 163.3184(16)(b), Florida Statutes, hereby submits this Notice of Filing Stipulated Settlement Agreement and Request for Stay of Proceedings.

Notice of Filing Stipulated Settlement Agreement

1. All parties to this proceeding have entered into a Stipulated Settlement Agreement. The Department hereby gives notice of filing a true and correct copy of this Agreement, which is attached hereto as Exhibit A.

Request for Stay of Proceedings

2. The Agreement is being filed pursuant to Section 163.3184(16)(b), Florida Statutes, which provides as follows:

Upon filing by the state land planning agency of a compliance agreement executed by the agency and the local government with the Division of Administrative Hearings, any administrative proceeding under ss. 120.569 and 120.57 regarding the plan or plan amendment covered by the compliance agreement shall be stayed.

3. The Department respectfully requests this proceeding be stayed pursuant to this statutory provision.

WHEREFORE, the Department respectfully requests that this Notice be accepted; that this Request be granted; that this matter be placed into abeyance; and that such other relief be granted consistent with this Report as is just and fair.

RESPECTFULLY SUBMITTED this 29th day of December, 1999.



Andrew S. Grayson
Assistant General Counsel
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
(850) 488-0140
Fax: (850) 488-0410

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U. S. Mail to: Michael S. Mullin, Esquire, County Attorney, Post Office Box 1010, Fernandina Beach, Florida 32035-1010; on this 29th day of December, 1999.



Andrew S. Grayson
Assistant General Counsel

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

DEPARTMENT OF COMMUNITY
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DOAH Case No. 99-1315GM

NASSAU COUNTY,

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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

EXHIBIT

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.

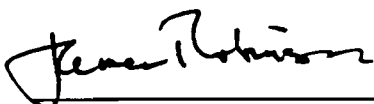
22. Multiple Originals. This Agreement may be executed in any number of originals, all of which evidence one agreement, and only one of which need be produced for any purpose.

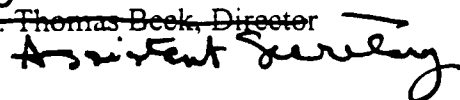
23. Captions. The captions inserted in this Agreement are for the purpose of convenience only and shall not be utilized to construe or interpret any provision of this Agreement.

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

DEPARTMENT OF COMMUNITY AFFAIRS

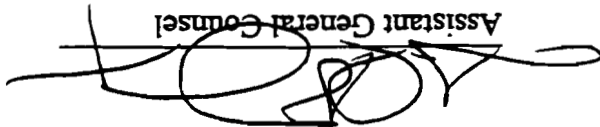
By:



J. Thomas Beck, Director


Approved as to form and legality:

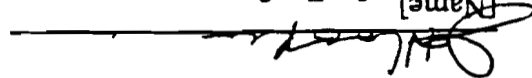
Division of Community Planning


Assistant General Counsel

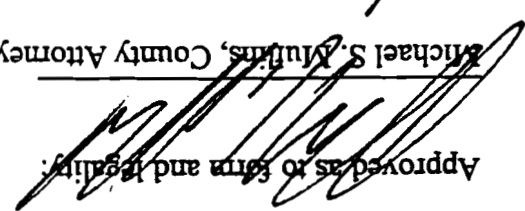
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Date

12-28-99
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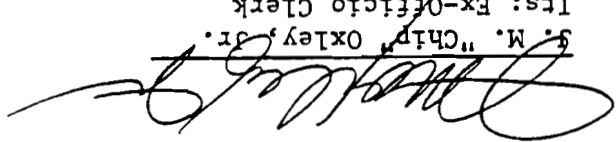
NASSAU COUNTY

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

December 20, 1999
Date

Approved as to form and legality:

Michael S. Mullins, County Attorney
12/22/99
Date

Attest:


J. M. "Chip" Oxley, Jr.
Its: Ex-Officio Clerk

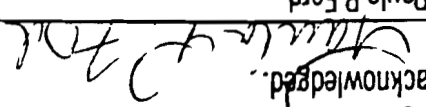
FILING AND ACKNOWLEDGEMENT
FILED, on this date, with the designated
Agency Clerk, receipt of which is hereby
acknowledged.

Paula R. 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-5.055(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

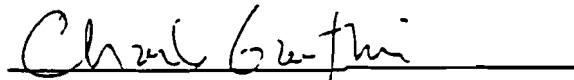
following action:

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

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

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 E&R 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.