

### THREE PARTY AGREEMENT

THIS AGREEMENT entered into this 26th day of July, 2004, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", **HERBERT LEE UNDERWOOD, JR. and THOMAS WOOTEN**, hereinafter referred to as "Wooten/Underwood", and **WOODBIDGE NASSAU JOINT VENTURE**, a Florida joint venture, successors and assigns, hereinafter referred to as "Woodbridge".

WHEREAS, Woodbridge Nassau Joint Venture is desirous of providing an access road from the development known as Woodbridge to CR 107; and

WHEREAS, Wooten/Underwood own property adjacent to Woodbridge that allows the access road, and they will donate the property for the road to the County; and

WHEREAS, the County is a party to this Agreement solely for the purpose of accepting the donated property and approving the terms and timetable of the road construction;

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

1. Wooten/Underwood shall donate real property, by warranty deed, free and clear of any and all encumbrances, to the County as and for an 80' roadway right-of-way as set forth in the attached Exhibit "A" within **sixty (60) calendar days** from the date of joint execution of this Agreement. The exact legal description may be modified in order to minimize the wetland impacts. Said modified legal description must provide an 80' right-of-way from CR 107 to the location of the proposed roadway in the

Woodbridge PUD Preliminary Development Plan and meet the minimum alignment standards for a Nassau County Minor Collector Road. Wooten/Underwood shall allow Woodbridge the use of a detention area to be constructed on Wooten/Underwood lands. Said detention area location and design shall be coordinated between Wooten/Underwood and Woodbridge. (The approximate location of Right-of-way is shown on Exhibit "A".) A survey of the property shall be provided **by Woodbridge to the County and Wooten/Underwood at no cost. Such survey must be provided no later than 30 calendar days from date of execution of this Agreement. It is expressly understood by ALL parties that the land to be donated is strictly that for an 80 foot ROW as shown and attached as EXHIBIT "A", sheet 2 of 2, and a retention pond. This is estimated to be 3.07 Acres for roadway and approximately 0.25 Acres for retention pond. We understand that adjustments may be mandated during design. Wooten/Underwood, therefore, will agree to a total acreage not to exceed four (4) Acres to be donated for both ROW and retention. If it is required to use more than four (4) Acres of Wooten/Underwood land, the additional land over the four (4) acres will be purchased by Woodbridge Nassau Joint Ventures at a price per acre based on an appraisal of the surrounding property that is established by Wooten/Underwood or their assignee.**

2. Woodbridge agrees to design and construct or cause to be constructed the roadway and utilities pursuant to County standards and the attached roadway cross section attached hereto as Exhibit "B" and shall provide

three (3) curb cuts with median openings for access to the Wooten/Underwood lands. Woodbridge shall coordinate the locations of **curb cuts** with Wooten/Underwood.

3. The County agrees to accept the property, by warranty deed, free and clear of any and all encumbrances, set forth in the attached Exhibit "A". The County further agrees to accept the maintenance of the roadway subject to the roadway being constructed to county standards as approved by the County.
4. The County shall expend no monies for the acquisition of the property set forth in Exhibit "A" or for the design or construction of the roadway and retention area.
5. Woodbridge agrees to be responsible for all costs for the construction of the roadway and utilities, including but not limited to any and all wetland mitigation, retention ponds, surveys, engineering design and permitting costs **within 60 days from the date of this agreement and by not later than the date Wooten/Underwood donate the required land, Woodridge will deliver to the County either a surety bond or an irrevocable, standby letter of credit. The letter of credit will be drawn on a bank or the bond will be issued by a surety satisfactory to Wooten/Underwood and the County in the amount of 110 percent of the cost to complete Woodridge's obligations under this agreement. The forms of the bond or the letter of credit will also be reasonably acceptable to the County and to Wooten/Underwood. The term of said bond or letter of credit shall be for a minimum of one year and**

shall provide for automatic renewals until such time as the construction obligations under this agreement have been completed and accepted by the County. Drawings under the bond or the letter of credit will be conditioned upon Woodridge's timely completion of its obligations under this Agreement and payment of the amounts due therefore.

6. Woodbridge shall secure any and all permits, etc., required for said improvements at its own expense.
7. Woodbridge shall submit final engineering plans for the Woodbridge PUD and the roadway and utilities on Wooten/Underwood property within six (6) months of the approval and execution of this Three Party Agreement. Woodbridge shall be responsible to obtain all permits required for the construction of the roadway and retention area. Wooten/Underwood shall retain ownership of the timber and shall have the right to remove the timber within 90 days of a written request from Woodbridge to remove such timber. Woodbridge shall have the full right-of-way grubbed stabilized, lime rocked, utilities installed, retention installed, and road completed within two (2) years of the approval and execution of this document. In the event that Woodridge has proceeded diligently and in good faith but cannot meet the time frames of this agreement because of delays caused by permitting agencies or other reasons beyond their reasonable control, and such delays could likely be resolved by an extension of time,

**Wooten/Underwood agree to grant reasonable extensions of time to permit Woodbridge to complete their obligations hereunder.**


- 8. Woodbridge shall construct utilities (including water, sewer, electricity, and telephone) from the point of connection of the respective utility providers along the donated Right of Way. Woodbridge shall provide for capacities sufficient to serve the Wooten/Underwood lands and shall provide points of connection in the locations designated by Wooten/Underwood. Woodbridge shall pay all fees due the applicable governmental authorities and utility providers except the impact fees and connections charges caused solely by the improvements to be constructed on the Wooten/Underwood property.**
- 9. Any party shall have the right to enforce this Agreement, and the enforcement may include specific performance and/or other legal rights. The prevailing party in any such enforcement action shall be entitled to recover its attorney's fees and costs, whether incurred during negotiation, trial or appeal. Additionally, both Wooten/Underwood and the County may separately or jointly undertake performance of Woodbridge's obligations under this agreement and draw upon the letter of credit to pay for same. Woodbridge shall remain liable for any such costs in excess of that paid pursuant to the letter of credit.**

10. Time is of the essence.

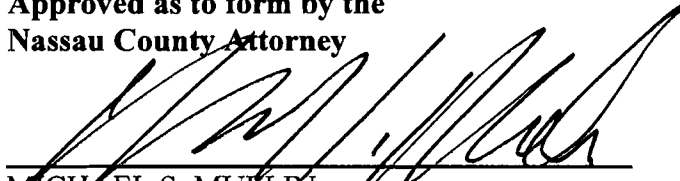
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
FLOYD E. VANZANT  
Its: Chairman

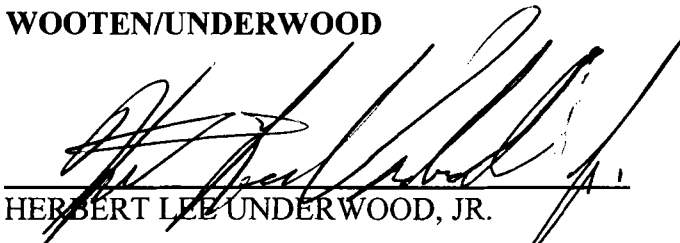
**ATTEST:**


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

**Approved as to form by the  
Nassau County Attorney**

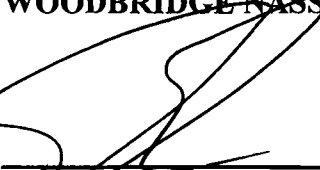
  
MICHAEL S. MULLEN

**WOOTEN/UNDERWOOD**

  
HERBERT LEE UNDERWOOD, JR.

  
THOMAS WOOTEN

**WOODBIDGE NASSAU JOINT VENTURE**

  
By: DANIEL I. McCRANIE, JR.  
Its: MANAGING PARTNER

# MANZIE & DRAKE LAND SURVEYING

Michael A. Manzie, P.L.S. • Vernon N. Drake, P.S.M. • Frank L. Bowen, P.S.M.

## LEGAL DESCRIPTION FOR WOOTEN BOULEVARD

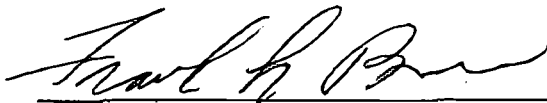
A TRANSITIONAL RIGHT-OF-WAY RUNNING THROUGH A PORTION OF GOVERNMENT LOT 2, SECTION 29 AND A PORTION OF THE A TUCKER GRANT, SECTION 42, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A 5/8" IRON ROD WITH PLASTIC CAP "PLS-1558" LOCATED AT THE SOUTHWEST CORNER OF SAID A TUCKER GRANT, SECTION 42 THENCE SOUTH 85°47'37" EAST, ALONG THE SOUTH LINE OF SAID A TUCKER GRANT, SECTION 42, A DISTANCE OF 607.85' FEET TO A 1/2" IRON PIPE WITH PLASTIC CAP "FL-3718"; LOCATED AT THE SOUTHWEST CORNER OF "WOODBIDGE", A PROPOSED SUBDIVISION; THENCE NORTH 04°38'54" WEST ALONG THE WESTERLY LINE OF "WOODBIDGE", A PROPOSED SUBDIVISION, A DISTANCE OF 855.96' FEET TO WHERE SAID LINE IS INTERSECTED BY THE SOUTHERLY RIGHT-OF-WAY LINE OF "WOOTEN BOULEVARD" A TRANSITIONAL RIGHT-OF-WAY, FOR THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE NORTH 04°38'54" WEST ALONG THE WESTERLY LINE OF "WOODBIDGE", A PROPOSED SUBDIVISION, A DISTANCE OF 80.16' FEET TO WHERE SAID LINE IS INTERSECTED BY THE NORTHERLY RIGHT-OF-WAY LINE OF "WOOTEN BOULEVARD" AFORESAID; THENCE SOUTH 89°01'28" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, DEPARTING THE WESTERLY LINE OF "WOODBIDGE" AFORESAID, A DISTANCE OF 165.52' FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHERLY HAVING A RADIUS OF 260.0' FEET; THENCE IN A WESTERLY DIRECTION CONTINUING ALONG SAID RIGHT-OF-WAY AND ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 24°43'10", AN ARC DISTANCE OF 112.17' FEET TO THE POINT OF TANGENT OF SAID CURVE (THE AFORESAID ARC HAS A CHORD DISTANCE OF 111.31' FEET THAT BEARS NORTH 78°36'57" WEST); THENCE NORTH 66°15'22" WEST CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 51.58' FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHERLY HAVING A RADIUS OF 340.00' FEET; THENCE IN A WESTERLY DIRECTION CONTINUING ALONG SAID RIGHT-OF-WAY AND ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 43°04'39", AN ARC DISTANCE OF 255.63' FEET TO THE POINT OF TANGENT OF SAID CURVE (THE AFORESAID ARC HAS A CHORD DISTANCE OF 249.65' FEET THAT BEARS NORTH 87°47'41" WEST); THENCE SOUTH 70°39'59" WEST CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 146.10' FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHERLY HAVING A RADIUS OF 260.0' FEET; THENCE IN A WESTERLY DIRECTION CONTINUING ALONG SAID RIGHT-OF-WAY AN ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 18°21'28", AN ARC DISTANCE OF 83.31' FEET TO THE POINT OF TANGENT OF SAID CURVE (THE AFORESAID ARC HAS A CHORD DISTANCE OF 82.95' FEET THAT BEARS 5.79°50'44" WEST); THENCE SOUTH 89°01'28" WEST CONTINUING ALONG SAID

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Michael A. Manzie, P.L.S. • Vernon N. Drake, P.S.M. • Frank L. Bowen, P.S.M.

RIGHT-OF-WAY, A DISTANCE OF 395.32' FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHERLY HAVING A RADIUS OF 260.0' FEET; THENCE IN A WESTERLY DIRECTION CONTINUING ALONG SAID RIGHT-OF-WAY AN ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 10°06'08" AN ARC DISTANCE OF 45.84' FEET TO THE POINT OF TANGENT OF SAID CURVE (THE AFORESAID ARC HAS A CHORD DISTANCE OF 45.78' FEET THAT BEARS NORTH 85°55'28" WEST); THENCE NORTH 80°52'24" WEST CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 211.54' FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHERLY, HAVING A RADIUS OF 340.0' FEET, THENCE IN A WESTERLY DIRECTION CONTINUING ALONG SAID RIGHT-OF-WAY AN ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 12°19'24" AN ARC DISTANCE OF 73.13' FEET TO THE POINT OF TANGENT OF SAID CURVE (THE AFORESAID ARC HAS A CHORD DISTANCE OF 72.99' FEET THAT BEARS NORTH 87°02'06" WEST); THENCE SOUTH 86°48'12" WEST CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 158.74' FEET TO WHERE SAID RIGHT-OF-WAY INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 107 (A 80.0' FOOT RIGHT-OF-WAY); THENCE SOUTH 03°11'48" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 107, A DISTANCE OF 120.09' FEET TO WHERE SAID RIGHT-OF-WAY IS INTERSECTED BY THE SOUTHERLY RIGHT-OF-WAY LINE OF "WOOTEN BOULEVARD" AFORESAID; THENCE NORTH 89°01'28" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 1672.02' FEET TO THE POINT OF BEGINNING.

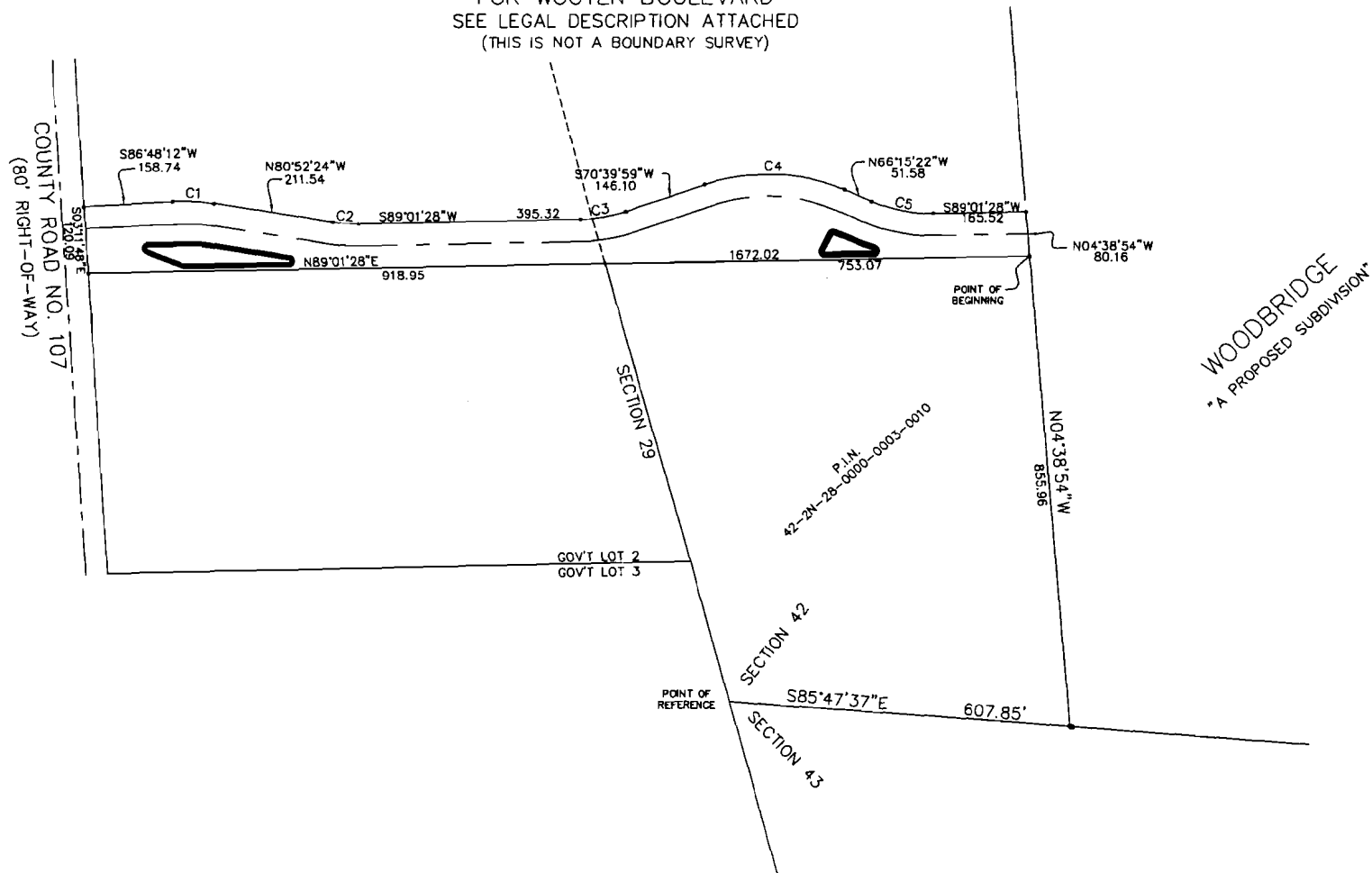


FRANK L. BOWEN, P.S.M. *25-04*  
FLORIDA REGISTRATION NO. 2477  
JOB NO. 15450



# SKETCH OF DESCRIPTION

FOR WOOTEN BOULEVARD  
SEE LEGAL DESCRIPTION ATTACHED  
(THIS IS NOT A BOUNDARY SURVEY)



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THE INFORMATION SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY:

- ☐ MICHAEL A. MANZIE, P.L.S. 4069
- ☐ FRANK L. BOWEN, P.S.M. 2477

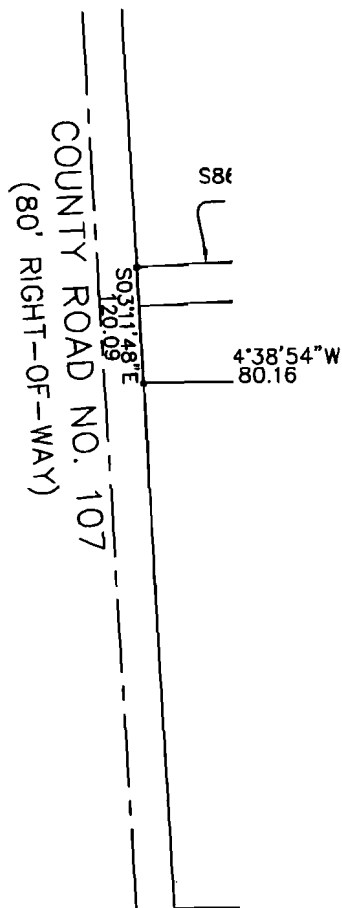
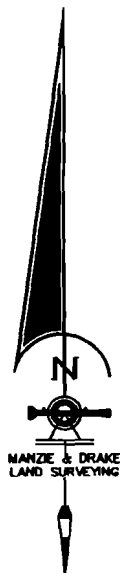
CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	12°19'24"	340.00	73.13	N87°02'06"W	72.99
C2	10°06'08"	260.00	45.84	N85°55'28"W	45.78
C3	18°21'28"	260.00	83.31	S79°50'44"W	82.95
C4	43°04'39"	340.00	255.63	N87°47'41"W	249.65
C5	24°43'10"	260.00	112.17	N78°36'57"W	111.31

MANZIE & DRAKE LAND SURVEYING

117 South Ninth Street, Fernandina Beach, FL 32034  
(904) 491-5700 FAX (904) 491-5777  
Certificate of Authorization Number "LB 7039"

"OUR SIGHTS ARE ON THE FUTURE,  
SET YOURSITES ON US."

SCALE: 1"=200' JOB NO: 15450 DATE: 8-05-04 CADD: J.RYALS  
F.B. NO: X-173 PAGE NO: 60-65 FIELD CREW: B.Y. FILE NO: A-1588



WOODBIDGE  
"A PROPOSED SUBDIVISION"

MANZIE & DRAKE LAND SURVEYING

1000 West, Fernandina Beach, FL 32034

904-491-5777 FAX (904) 491-5777

Survey Station Number "LB 7039"

ALL ARE ON THE FUTURE,  
SOURCES ON US."

DATE: 8-05-04 CADD: J.RYALS

FIELD CREW: B.Y. FILE NO: A-1588

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	LENGTH	CHORD DIRECTION
C1	12°19'24"	340.00	73.13	N87°02'00"
C2	10°06'08"	260.00	45.84	N85°55'20"
C3	18°21'28"	260.00	83.31	S79°50'40"
C4	43°04'39"	340.00	255.63	N87°47'40"
C5	24°43'10"	260.00	112.17	N78°36'50"



Return: Joyce Bradley / Admin

**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

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 # 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

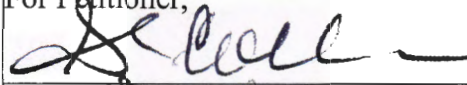
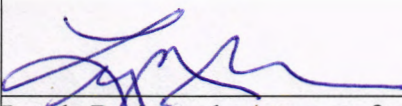
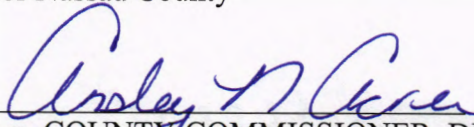
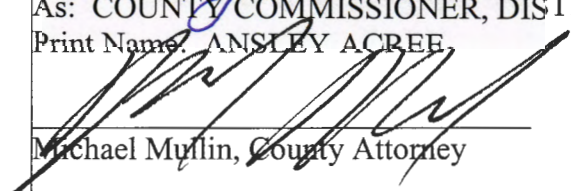
Respondent

**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:

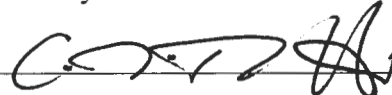
1. County agrees to present the Joint Settlement Agreement to the Board of County Commissioners for approval on July 26, 2004 or as soon thereafter as can reasonably be accomplished.

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

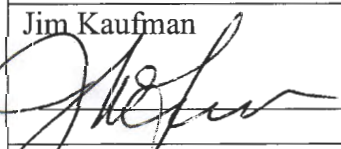
For interested parties on attached sign up list (other than Mr. & Mrs. Kaufman):

A. Jeffery Tomassetti



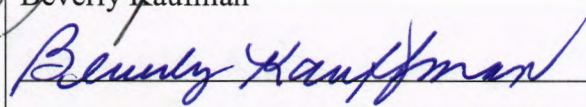
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Jim Kaufman



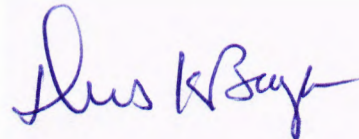
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Beverly Kaufman

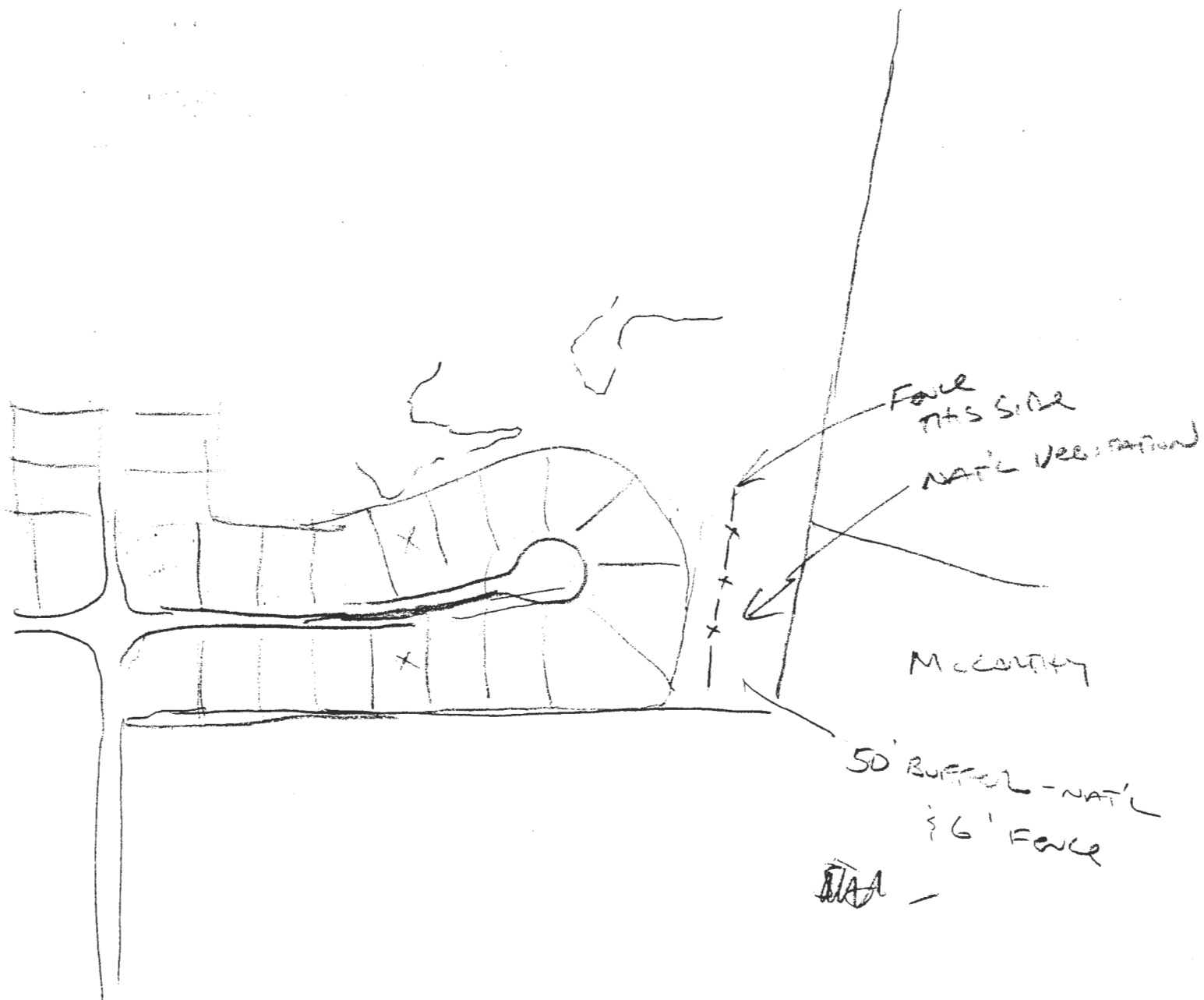


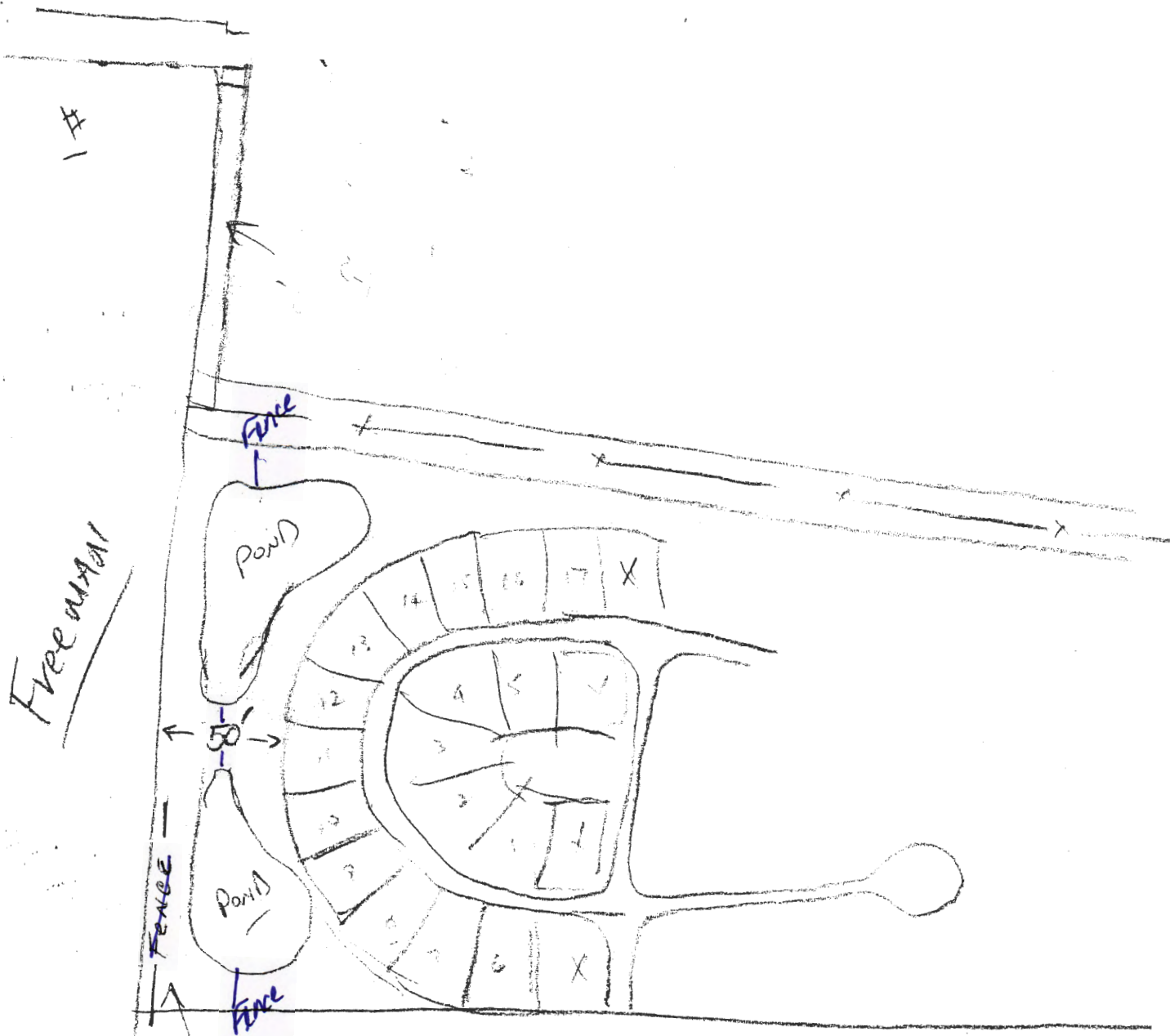
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z/amyers/agreements/woodbridge-settlement-agmt

  
mediator







Ponds  
AND/OR NAT'L  
BUFFER

50'

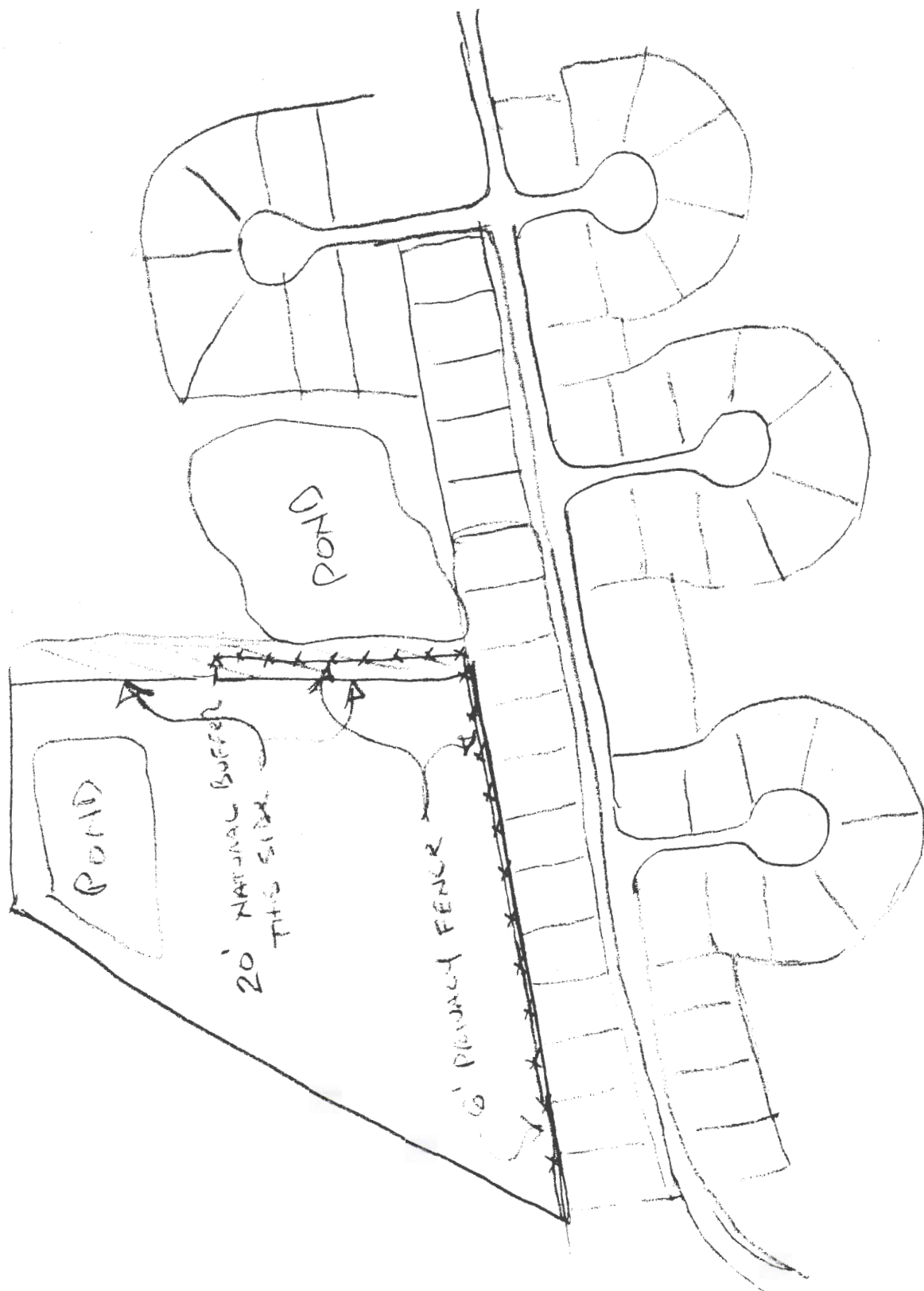
56' fence

50'

~~to rear of lot~~

to rear of lot





## **EXHIBIT "A"**

### **("WOODBRIIDGE 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"

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

*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.*

**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

**MEDIATION ATTENDANCE SHEET**

June 8, 2004, 10:00 am, Nassau County Courthouse Annex

Name:

Address

Shep Colledge  
Lynette R. R.  
Candace Carter  
Don McCrease  
Mike Mullin  
James R Rowland  
Chris Jackson

2575 CR 220 W. Inlet 32205  
1301 Riverplace Blvd, JAX FL 32207  
Cour. Commission - P.O. Box 1010  
FL 32035  
2680 Christen Way Suite 101 Yulee FL 32097  
P.O. Box 1010 - Fed. Hq. 32034  
312 Nassau Place, Yulee 32097  
213 Nassau Place Yulee FL 32097

Paul Sakalasky  
John  
Beverly Hoffmann  
Janis McCarthy  
Patricia  
Sherry Sanderson  
Tom Van Bock  
Gene Tye Brubaker  
Carl T. Freeman  
Brinda K. Freeman  
FERRELL BURKETT  
WALLACE BURKETT  
A. Jeffrey Tamm

PO Box 1188, Fernandina Bch 32034  
546 Clements Rd. F.B. 32034  
546 Clements Rd. Fern Bch <sup>32034</sup>  
5 Way Myrtle Fernandina Bch 32034  
5 WAY MYRTLE F.B. FL 32034  
406 Clements Rd F.B. FL.  
442 Clements Rd FL 32034  
836 Clements Rd FL. 32034  
257 Audubon Ave Fern 32034  
257 Audubon Ave. Fndn 32034  
608 Clements RD Fndn 32034  
836 Clements Rd Fern Bch 32034  
406 Ash St. F.B.

Return: Joyce Bradley Adner

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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,  
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

\_\_\_\_\_ /

**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 (75<sup>th</sup>) certificate of occupancy is issued and shall be completed before issuance of a certificate of occupancy for the one hundred thirtieth (130<sup>th</sup>) 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.

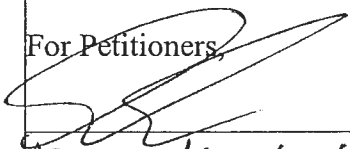
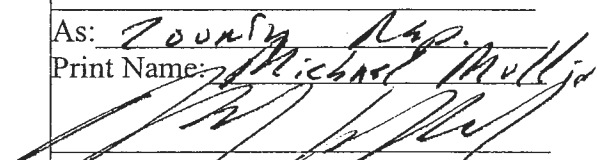
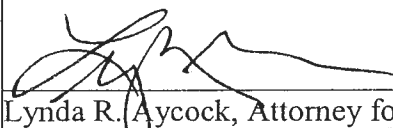
6. In the event the Petitioners' actual costs for the improvements set forth in Paragraph 2 exceed \$492,000.00, Petitioners shall be solely responsible for the extra costs. If the actual costs are less than \$492,000.00, the Petitioners shall pay the difference to the County, which shall be paid by the time of the issuance of the 130<sup>th</sup> 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.

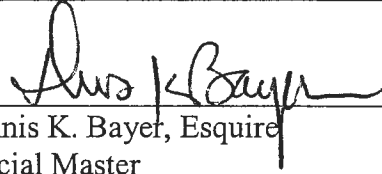
8. In the event of a default by Petitioners, the County shall have all legal remedies available including, but not limited to, injunctive relief to cure such default. In the event of such litigation, the prevailing party shall be able to recover any and all attorneys' fees and costs.

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 I. McGonigle</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 9<sup>th</sup> day of July, 2004.

A handwritten signature in black ink, appearing to read "Dennis K. Bayer", is written over a horizontal line.

Dennis K. Bayer, Esquire  
Special Master

z/amyers/woodbridge/supplemental-settlement-agmt

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 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

Recd 27.07

## Special Master Proceeding 2004-01

V.

Respondent

Rayland, LLC

Special Master Proceeding 2004-02

Petitioner

V.

NASSAU COUNTY, FLORIDA

Respondent

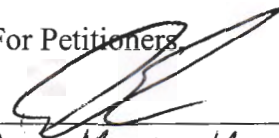
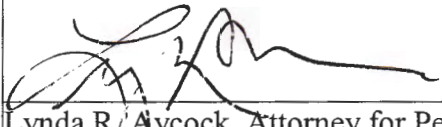
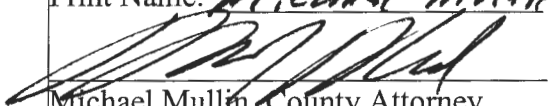
**FIRST ADDENDUM TO**

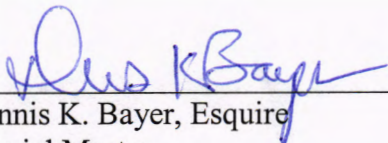
## SUPPLEMENTAL JOINT SETTLEMENT AGREEMENT



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

Dated this <u>19</u> 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:

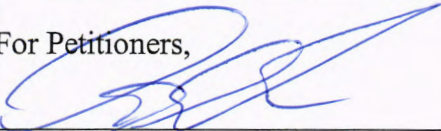
1. The parties hereby supplement the Agreement dated June 8, 2004, and July 9, 2004.

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.

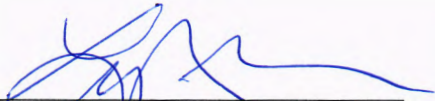
4. This Addendum shall be recorded upon its execution by all parties. A satisfaction and compliance documents shall be recorded at such time as Petitioners' obligations have been satisfied.

For Petitioners,



As Missing Member

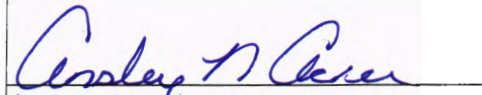
Print Name: Daniel McCrone



Lynda R. Aycock, Attorney for Petitioner

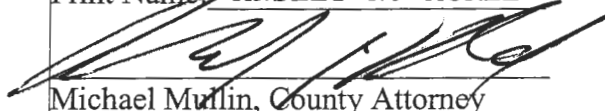
Dated this 16<sup>th</sup> day of March, 2005.

For Nassau County

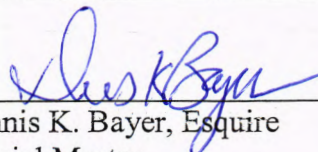


As: CHAIRMAN

Print Name: ANSLEY N. ACREE



Michael Mullin, County Attorney



Dennis K. Bayer, Esquire  
Special Master

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



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

Jim B. Higginbotham  
Ansley Acree  
Tom Branan  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan


JOHN A. CRAWFORD  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

MIKE MAHANEY  
County Administrator

## M E M O R A N D U M

**TO:** LYNDA R. AYCOCK, ESQ.  
DENNIS K. BAYER, ESQ.

**FROM:** MICHAEL S. MULLIN 

**SUBJECT:** 2<sup>ND</sup> ADDENDUM TO SUPPLEMENTAL JT. SETTLEMENT AGREEMENT  
WOODBIDGE

**DATE:** March 21, 2005

\*\*\*\*\*

Enclosed is a copy of the fully executed above agreement for your files.

/am

Enclosure

*Return to: Joyce Bradley*

**THIS INSTRUMENT PREPARED BY,  
RECORD AND RETURN TO:**

*0070  
36.20  
dec 27*

C. Guy Bond, Esq.  
Patterson, Bond and Latshaw, P.A.  
3010 South Third Street  
Jacksonville Beach, Florida 32250  
(904) 247-1770

RE#:

INSTR # 200518655  
OR BK 01320 PGS 0285-0288  
RECORDED 05/25/2005 12:43:57 PM  
JOHN A. CRAWFORD  
CLERK OF CIRCUIT COURT  
NASSAU COUNTY, FLORIDA  
DOC TAX PD (F.S. 201.02) 0.70  
RECORDING FEES 35.50

**WARRANTY DEED**

*(4)* **THIS DEED** is made as of this 13<sup>th</sup> day of October, 2003, by **HERBERT LEE UNDERWOOD, JR. and THOMAS WOOTEN**, whose address is P.O. Box 15388, Fernandina Beach,, Florida 32035, hereinafter collectively called "Grantor", to **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose address is P.O. Box 1010, Fernandina Florida FL 32035-1010 hereinafter called "Grantee". (As used herein, the terms Grantor and Grantee shall include, where the context permits or requires, singular or plural, heirs, personal representatives, successors, or assigns.)

**WITNESSETH**, That the Grantor, in consideration of Ten Dollars and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, and in performance of their obligations under that certain Three Party Agreement dated July 26, 2004 by, between and among Grantor, Grantee and Woodbridge Nassau Joint Venture ("Agreement"), does hereby give, grant, dedicate and convey unto the Grantee forever that certain property in Nassau County, Florida, and which is described as follows:

A portion of Government Lot 2, Section 29 and a portion of the A. Tucker Grant, Section 42, Township 2 North, Range 28 East, being more particularly described in the attached Exhibit "A".

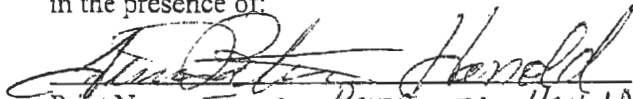
The real property described in this instrument is not the constitutional homestead or the primary physical residence of either of the Grantors.

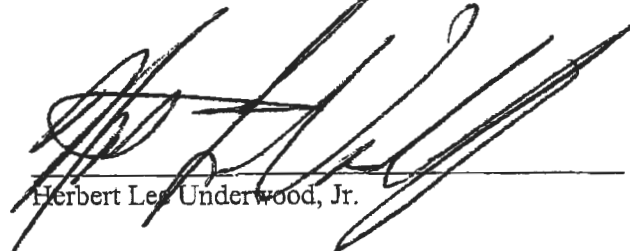
**TO HAVE AND TO HOLD** the same, together with the hereditaments and appurtenances, unto the Grantee in fee simple. Grantor hereby covenants with the Grantee that at the time of the delivery of this deed, Grantor has good right, full power and lawful authority to convey the Property, that Grantee may peaceably and quietly enjoy and possess the Property, that the Property is free from encumbrances made by the Grantor unless set forth in this deed and that the Grantor will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

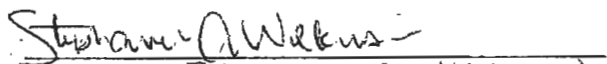
This conveyance is subject to (i) the condition that the obligations of the parties to the Agreement be fully performed by not later than twenty-four (24) months after the date of this deed, failing which title to the property conveyed hereby shall revert to the Grantor and their successors and assigns, (ii) to the right of Grantor to remove the timber from said property as provided in the agreement (this reservation expiring twenty-four (24) months after the date hereof), (iii) to ad valorem taxes for the year 2004 and subsequent years and (iv) to any rules, regulations, and subdivision, zoning, planning or platting ordinances if any, affecting the property, promulgated by state, county, municipal or other authorities, in effect at the time of this conveyance (the "Permitted Encumbrances"). The references to the Permitted Encumbrances are made for the exclusive purpose of exceptions from the Grantor's warranty herein, and no reference or recital herein contained shall operate to enlarge, recognize, ratify, revive or confirm rights, if any, of any third party.

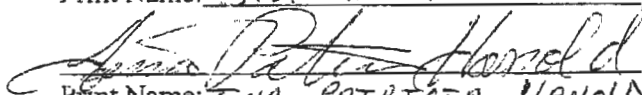
IN WITNESS WHEREOF, Grantor has executed this instrument as of the above date.

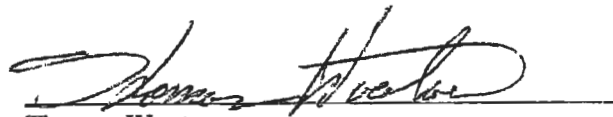
Signed, sealed and delivered  
in the presence of:

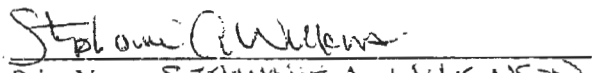
  
Print Name: TINA PATRICIA HANOLD

  
Herbert Lee Underwood, Jr.

  
Print Name: STEPHANIE A. WILKINSON

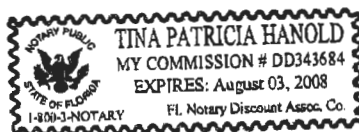
  
Print Name: TINA PATRICIA HANOLD

  
Thomas Wooten

  
Print Name: STEPHANIE A. WILKINSON

STATE OF FLORIDA  
COUNTY OF NASSAU

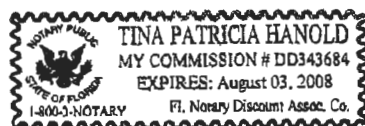
The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of October, 2004, by Herbert Lee Underwood, Jr, who is personally known to me or has produced N/A as identification.

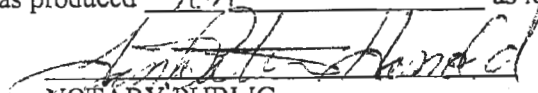


  
NOTARY PUBLIC

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of October, 2004, by Thomas Wooten, who is personally known to me or has produced N/A as identification.



  
NOTARY PUBLIC



## EXHIBIT A

# MANZIE & DRAKE LAND SURVEYING

Michael A. Manzie, P.L.S. • Vernon N. Drake, P.S.M. • Frank L. Bowen, P.S.M.

AFORESAID ARC HAS A CHORD DISTANCE OF 82.45' FEET THAT BEARS  $5.79^{\circ}47'24''$  WEST; THENCE SOUTH  $88^{\circ}54'48''$  WEST CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 405.64' FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHERLY HAVING A RADIUS OF 260.0' FEET; THENCE IN A WESTERLY DIRECTION CONTINUING ALONG SAID RIGHT-OF-WAY AN ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF  $10^{\circ}12'48''$  AN ARC DISTANCE OF 46.35' FEET TO THE POINT OF TANGENT OF SAID CURVE (THE AFORESAID ARC HAS A CHORD DISTANCE OF 46.29' FEET THAT BEARS NORTH  $85^{\circ}58'48''$  WEST); THENCE NORTH  $80^{\circ}52'24''$  WEST CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 206.27' FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHERLY, HAVING A RADIUS OF 340.0' FEET, THENCE IN A WESTERLY DIRECTION CONTINUING ALONG SAID RIGHT-OF-WAY AN ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF  $12^{\circ}19'24''$  AN ARC DISTANCE OF 73.13' FEET TO THE POINT OF TANGENT OF SAID CURVE (THE AFORESAID ARC HAS A CHORD DISTANCE OF 72.99' FEET THAT BEARS NORTH  $87^{\circ}02'06''$  WEST); THENCE SOUTH  $86^{\circ}48'12''$  WEST CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 162.06' FEET TO WHERE SAID RIGHT-OF-WAY INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 107 SECTION NO. 74050-2501 (A 80.0' FOOT RIGHT-OF-WAY); THENCE SOUTH  $04^{\circ}38'54''$  EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 107, A DISTANCE OF 106.24' FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY, SAID ANGLE POINT LYING NORTH  $85^{\circ}43'36''$  EAST, A DISTANCE OF 40.0' FROM CENTERLINE OF CONSTRUCTION P.I. STATION EQUATION  $148 + 29.78$  BACK /  $148 + 29.68$  AHEAD PER RIGHT-OF-WAY MAPS FOR COUNTY ROAD NO. 107 A/K/A STATE ROAD NO. 107, SECTION NUMBER 74050-2501; THENCE SOUTH  $03^{\circ}53'54''$  EAST CONTINUING ALONG SAID RIGHT-OF-WAY A DISTANCE OF 13.87' FEET TO WHERE SAID RIGHT-OF-WAY IS INTERSECTED BY THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 889, PAGE 648 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF WOOTEN BOULEVARD AFORESAID; THENCE NORTH  $88^{\circ}54'48''$  EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WOOTEN BOULEVARD, BEING ALSO THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 889, PAGE 648, A DISTANCE OF 919.41' FEET TO THE NORTHEASTERLY CORNER OF SAID LANDS; THENCE NORTH  $89^{\circ}10'51''$  EAST CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WOOTEN BOULEVARD, A DISTANCE OF 752.49' FEET TO THE POINT OF BEGINNING.

THE PARCEL OF LAND THUS DESCRIBED CONTAINS 3.967 ACRES MORE OR LESS.



FRANK L. BOWEN, P.S.M.

9-22-04

FLORIDA REGISTRATION NO. 2477

JOB NO. 15450A



Return to: Joyce Bradley

**THIS INSTRUMENT PREPARED BY,  
RECORD AND RETURN TO:**

C. Guy Bond, Esq.  
Patterson, Bond and Latshaw, P.A.  
3010 South Third Street  
Jacksonville Beach, Florida 32250  
(904) 247-1770

RE#:

INSTR # 200518655  
OR BK 01320 PGS 0285-0288  
RECORDED 05/25/2005 12:43:57 PM  
JOHN A. CRAWFORD  
CLERK OF CIRCUIT COURT  
NASSAU COUNTY, FLORIDA  
DOC TAX PD(F.S.201.02) 0.70  
RECORDING FEES 35.50

INSTR # 200531659  
OR BK 01345 PGS 1689-1692  
RECORDED 08/30/2005 09:16:25 AM  
JOHN A. CRAWFORD  
CLERK OF CIRCUIT COURT  
NASSAU COUNTY, FLORIDA  
RECORDING FEES 35.50

**WARRANTY DEED**

**THIS DEED** is made as of this 13<sup>th</sup> day of October, 2003, by **HERBERT LEE UNDERWOOD, JR.** and **THOMAS WOOTEN**, whose address is P.O. Box 15388, Fernandina Beach,, Florida 32035, hereinafter collectively called "Grantor", to **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose address is P.O. Box 1010, Fernandina Beach, FL 32035-1010 hereinafter called "Grantee". (As used herein, the terms Grantor and Grantee shall include, where the context permits or requires, singular or plural, heirs, personal representatives, successors, or assigns.)

**WITNESSETH**, That the Grantor, in consideration of Ten Dollars and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, and in performance of their obligations under that certain Three Party Agreement dated July 26, 2004 by, between and among Grantor, Grantee and Woodbridge Nassau Joint Venture ("Agreement"), does hereby give, grant, dedicate and convey unto the Grantee forever that certain property in Nassau County, Florida, and which is described as follows:

A portion of Government Lot 2, Section 29 and a portion of the A. Tucker Grant, Section 42, Township 2 North, Range 28 East, being more particularly described in the attached Exhibit "A".

The real property described in this instrument is not the constitutional homestead or the primary physical residence of either of the Grantors.

**TO HAVE AND TO HOLD** the same, together with the hereditaments and appurtenances, unto the Grantee in fee simple. Grantor hereby covenants with the Grantee that at the time of the delivery of this deed, Grantor has good right, full power and lawful authority to convey the Property, that Grantee may peaceably and quietly enjoy and possess the Property, that the Property is free from encumbrances made by the Grantor unless set forth in this deed and that the Grantor will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

\*\* This deed is being re-recorded to correct the legal description.

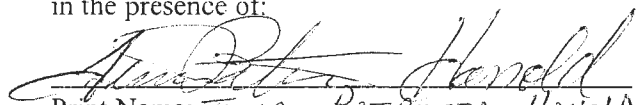
Ke Rec 3550 (4)

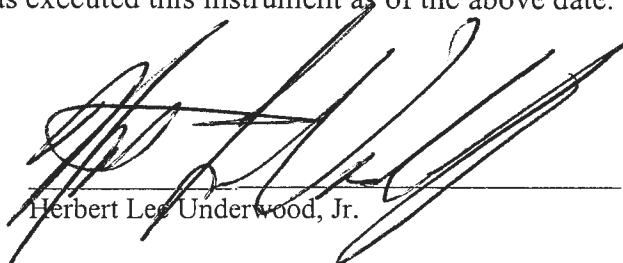
dec 27 2003 36.20

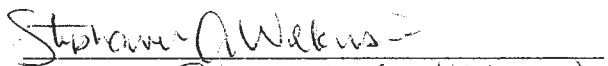
This conveyance is subject to (i) the condition that the obligations of the parties to the Agreement be fully performed by not later than twenty-four (24) months after the date of this deed, failing which title to the property conveyed hereby shall revert to the Grantor and their successors and assigns, (ii) to the right of Grantor to remove the timber from said property as provided in the agreement (this reservation expiring twenty-four (24) months after the date hereof), (iii) to ad valorem taxes for the year 2004 and subsequent years and (iv) to any rules, regulations, and subdivision, zoning, planning or platting ordinances if any, affecting the property, promulgated by state, county, municipal or other authorities, in effect at the time of this conveyance (the "Permitted Encumbrances"). The references to the Permitted Encumbrances are made for the exclusive purpose of exceptions from the Grantor's warranty herein, and no reference or recital herein contained shall operate to enlarge, recognize, ratify, revive or confirm rights, if any, of any third party.

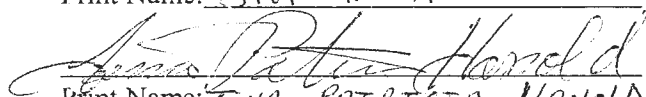
IN WITNESS WHEREOF, Grantor has executed this instrument as of the above date.

Signed, sealed and delivered  
in the presence of:

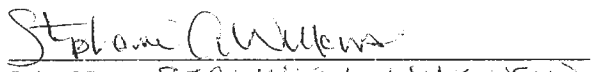
  
Print Name: TINA PATRICIA HANOLD

  
Herbert Lee Underwood, Jr.

  
Print Name: STEPHANIE A. WILKINSON

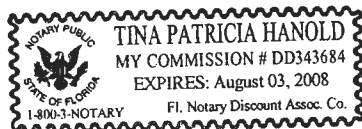
  
Print Name: TINA PATRICIA HANOLD

  
Thomas Wooten

  
Print Name: STEPHANIE A. WILKINSON

STATE OF FLORIDA  
COUNTY OF NASSAU

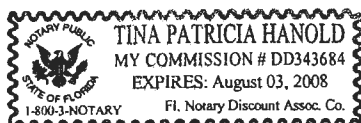
The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of October, 2004, by Herbert Lee Underwood, Jr, who is personally known to me or has produced N/A as identification.

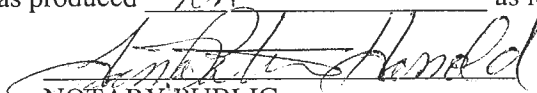


  
NOTARY PUBLIC

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of October, 2004, by Thomas Wooten,, who is personally known to me or has produced N/A as identification.



  
NOTARY PUBLIC

19/08/2005 14:05

G-19-2005 FRI 01:52 PM

P. 002

EXHIBIT "A"**MANZIE & DRAKE LAND SURVEYING***Michael A. Manzie, P.L.S. • Vernon N. Drake, P.S.M. • Frank L. Bowen, P.S.M.***LEGAL DESCRIPTION  
FOR WOOTEN BOULEVARD  
REVISED 9-21-04**

A TRANSITIONAL RIGHT-OF-WAY RUNNING THROUGH A PORTION OF GOVERNMENT LOT 2, SECTION 29 AND A PORTION OF THE A. TUCKER GRANT, SECTION 42, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A 5/8" IRON ROD WITH PLASTIC CAP "PLS-1558" LOCATED AT THE SOUTHWEST CORNER OF SAID A. TUCKER GRANT, SECTION 42 THENCE SOUTH 85°47'37" EAST, ALONG THE SOUTH LINE OF SAID A. TUCKER GRANT, SECTION 42, A DISTANCE OF 607.85' FEET TO A 1/2" IRON PIPE WITH PLASTIC CAP "FL-3718"; LOCATED AT THE SOUTHWEST CORNER OF "WOODBIDGE", A PROPOSED SUBDIVISION; THENCE NORTH 04°38'54" WEST ALONG THE WESTERLY LINE OF "WOODBIDGE", A PROPOSED SUBDIVISION, A DISTANCE OF 855.96' FEET TO WHERE SAID LINE IS INTERSECTED BY THE SOUTHERLY RIGHT-OF-WAY LINE OF "WOOTEN BOULEVARD" A TRANSITIONAL RIGHT-OF-WAY, FOR THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE NORTH 04°38'54" WEST ALONG THE WESTERLY LINE OF "WOODBIDGE", A PROPOSED SUBDIVISION, A DISTANCE OF 80.16' FEET TO WHERE SAID LINE IS INTERSECTED BY THE NORTHERLY RIGHT-OF-WAY LINE OF "WOOTEN BOULEVARD" AFORESAID; THENCE SOUTH 89°10'51" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, DEPARTING THE WESTERLY LINE OF "WOODBIDGE" AFORESAID, A DISTANCE OF 166.07' FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHERLY HAVING A RADIUS OF 260.0' FEET; THENCE IN A WESTERLY DIRECTION CONTINUING ALONG SAID RIGHT-OF-WAY AND ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 24°33'47", AN ARC DISTANCE OF 111.46' FEET TO THE POINT OF TANGENT OF SAID CURVE (THE AFORESAID ARC HAS A CHORD DISTANCE OF 110.61' FEET THAT BEARS NORTH 78°32'16" WEST); THENCE NORTH 66°15'22" WEST CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 51.11' FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHERLY HAVING A RADIUS OF 340.00' FEET; THENCE IN A WESTERLY DIRECTION CONTINUING ALONG SAID RIGHT-OF-WAY AND ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 43°04'39", AN ARC DISTANCE OF 255.63' FEET TO THE POINT OF TANGENT OF SAID CURVE (THE AFORESAID ARC HAS A CHORD DISTANCE OF 249.65' FEET THAT BEARS NORTH 87°47'41" WEST); THENCE SOUTH 70°39'59" WEST CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 140.68' FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHERLY HAVING A RADIUS OF 260.0' FEET; THENCE IN A WESTERLY DIRECTION CONTINUING ALONG SAID RIGHT-OF-WAY AN ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 18°14'49", AN ARC DISTANCE OF 82.80' FEET TO THE POINT OF TANGENT OF SAID CURVE (THE



19/08/2005 14:26

AUG-19-2005 FRI 01:52 PM

P. 003

# MANZIE & DRAKE LAND SURVEYING

*Michael A. Manzie, P.L.S. • Vernon N. Drake, P.S.M. • Frank L. Bowen, P.S.M.*

AFORESAID ARC HAS A CHORD DISTANCE OF 82.45' FEET THAT BEARS 5.79°47'24" WEST); THENCE SOUTH 88°54'48" WEST CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 405.64' FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHERLY HAVING A RADIUS OF 260.0' FEET; THENCE IN A WESTERLY DIRECTION CONTINUING ALONG SAID RIGHT-OF-WAY AN ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 10°12'48" AN ARC DISTANCE OF 46.35' FEET TO THE POINT OF TANGENT OF SAID CURVE (THE AFORESAID ARC HAS A CHORD DISTANCE OF 46.29' FEET THAT BEARS NORTH 85°58'48" WEST); THENCE NORTH 80°52'24" WEST CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 206.27' FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHERLY, HAVING A RADIUS OF 340.0' FEET, THENCE IN A WESTERLY DIRECTION CONTINUING ALONG SAID RIGHT-OF-WAY AN ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 12°19'24" AN ARC DISTANCE OF 73.13' FEET TO THE POINT OF TANGENT OF SAID CURVE (THE AFORESAID ARC HAS A CHORD DISTANCE OF 72.99' FEET THAT BEARS NORTH 87°02'06" WEST); THENCE SOUTH 86°48'12" WEST CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 162.06' FEET TO WHERE SAID RIGHT-OF-WAY INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 107 SECTION NO. 74050-2501 (A 80.0' FOOT RIGHT-OF-WAY); THENCE SOUTH 04°38'54" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 107, A DISTANCE OF 106.24' FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY, SAID ANGLE POINT LYING NORTH 85°43'36" EAST, A DISTANCE OF 40.0' FROM CENTERLINE OF CONSTRUCTION P.I. STATION EQUATION 148 + 29.78 BACK / 148 + 29.68 AHEAD PER RIGHT-OF-WAY MAPS FOR COUNTY ROAD NO. 107 A/K/A STATE ROAD NO. 107, SECTION NUMBER 74050-2501; THENCE SOUTH 03°53'54" EAST CONTINUING ALONG SAID RIGHT-OF-WAY A DISTANCE OF 13.87' FEET TO WHERE SAID RIGHT-OF-WAY IS INTERSECTED BY THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 889, PAGE 648 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF WOOTEN BOULEVARD AFORESAID; THENCE NORTH 88°54'48" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WOOTEN BOULEVARD, BEING ALSO THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 889, PAGE 648, A DISTANCE OF 919.41' FEET TO THE NORTHEASTERLY CORNER OF SAID LANDS; THENCE NORTH 89°10'51" EAST CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WOOTEN BOULEVARD, A DISTANCE OF 752.49' FEET TO THE POINT OF BEGINNING.

THE PARCEL OF LAND THUS DESCRIBED CONTAINS 3.967 ACRES MORE OR LESS.



FRANK L. BOWEN, P.S.M.

9-22-04

FLORIDA REGISTRATION NO. 2477

JOB NO. 15450A

Prepared by and return to:

Mary Ellen Carmack  
THE CED COMPANIES  
1551 Sandpur Road  
Maitland, Florida 32751  
407-741-8542

OCT 11 2005

INSTR # 200535756  
OR BK 01354 PGS 0210-0213  
RECORDED 09/30/2005 08:39:54 AM  
JOHN A. CRAWFORD  
CLERK OF CIRCUIT COURT  
NASSAU COUNTY, FLORIDA  
DOC TAX PD (F.S. 201.02) 0.70  
RECORDING FEES 35.50

### WARRANTY DEED

THIS DEED is made as of this 22 day of September, 2005, by NASSAU CLUB PARTNERS, LTD., a Florida limited partnership, whose address is 1551 Sandspur Road, Maitland, Florida 32751, hereinafter called "Grantor", to BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political Subdivision of the State of Florida, whose address is P. O. Box 1010, Fernandina Beach, Florida 32035-1010, hereinafter called "Grantee" (as used herein, the terms Grantor and grantee shall include, where the contact permits or requires, singular or plural, heirs, personal representatives, successors, or assigns).

### WITNESSETH:

That the Grantor, in consideration of Ten Dollars and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, dedicate and convey unto the Grantee forever that certain property in Nassau County, Florida, and which is described as follows:

See Exhibit "A attached hereto.

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances, unto the Grantee in fee simple. Grantor hereby covenants with the Grantee that at the time of the delivery of this deed, Grantor has good right, full power and lawful authority to convey the Property, that Grantee may peaceably and quietly enjoy and possess the Property, that the Property is free from encumbrances made by the Grantor unless et forth in this deed and that the Grantor will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the above date.

Signed, sealed and delivered  
in the presence of:

Emel Kurani  
Print Name: Emel Kurani

Mary Ellen Carmack  
Print Name: Mary Ellen Carmack

NASSAU CLUB PARTNERS, LTD., a Florida  
Limited partnership  
By: CED Capital Holdings 2003 W, L.L.C., a  
Florida limited liability company, its general partner

By: Tricia Doody

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22 day of September, 2005,  
by Tricia Doody, as Manager of CED capital Holdings 2003 W, L.L.C., as the general partner of  
NASSAU CLUB PARTNERS, LTD. She is personally known to me or has produced  
\_\_\_\_\_ as identification.

Mary Ellen Carmack  
Notary Public

MARY ELLEN CARMACK  
Notary Public, State of Florida  
My Comm. Expires Feb. 12, 2006  
Comm. No. DD 093695





# MANZIE & DRAKE LAND SURVEYING

Michael A. Manzie, P.L.S. • Vernon N. Drake, P.S.M. • Frank L. Bowen, P.S.M.



**LEGAL DESCRIPTION**  
**WOODBIDGE PARKWAY**  
(NASSAU CLUB APARTMENTS PORTION)  
REVISED SEPTEMBER 7, 2005

A PORTION OF SECTIONS 27, 40 AND 41, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

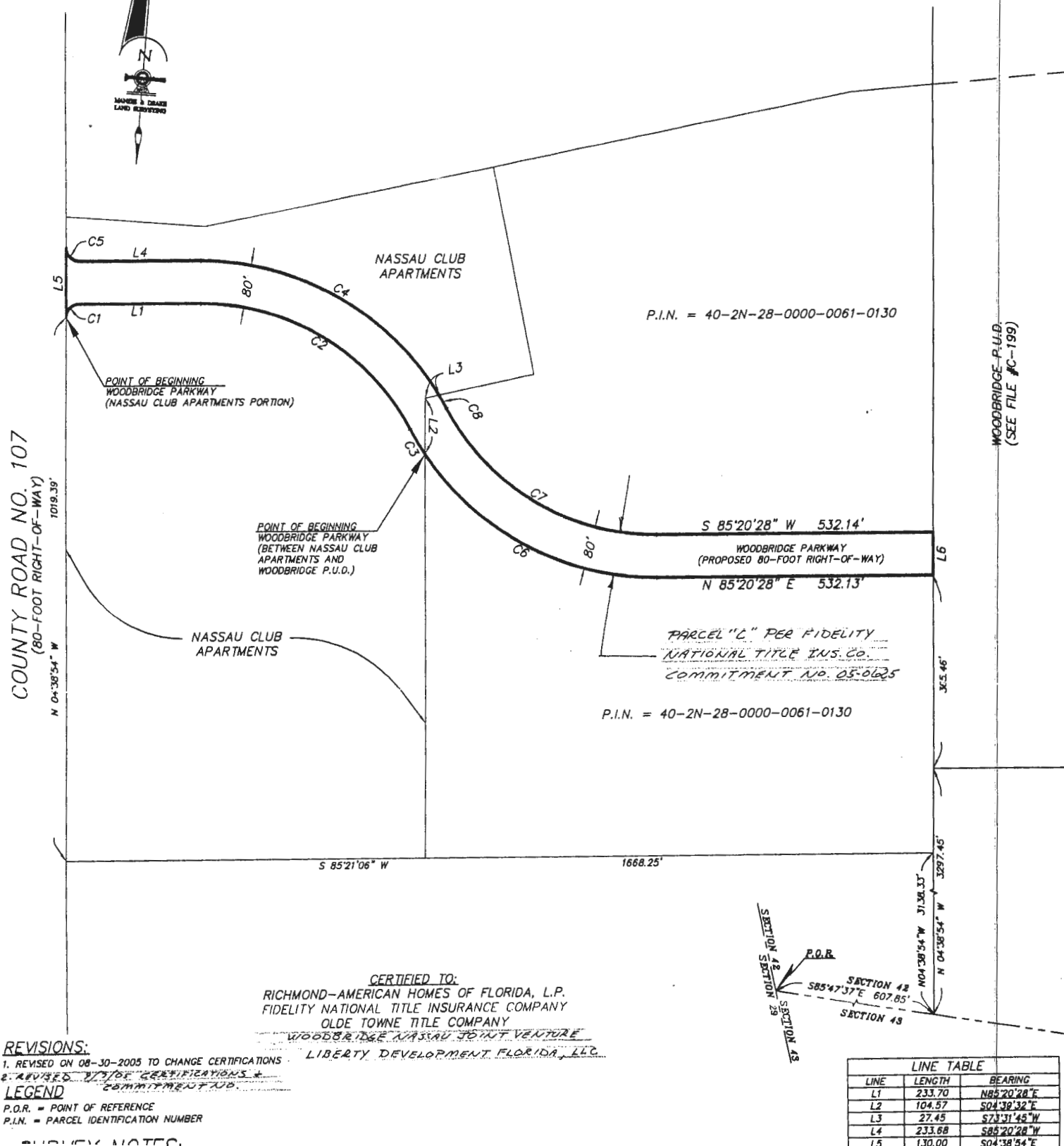
FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SECTION 42, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; THENCE SOUTH  $85^{\circ}47'37''$  EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 42, A DISTANCE OF 590.27 FEET (DEED) 607.85 FEET MEASURED; THENCE NORTH  $04^{\circ}38'54''$  WEST A DISTANCE OF 3138.33 FEET; THENCE SOUTH  $85^{\circ}21'06''$  WEST A DISTANCE OF 1668.25 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 107 (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH  $04^{\circ}38'54''$  WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1019.39 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET AND THE **POINT OF BEGINNING**; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $89^{\circ}59'22''$ , AN ARC DISTANCE OF 39.27 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH  $40^{\circ}20'47''$  EAST A DISTANCE OF 35.35 FEET; THENCE NORTH  $85^{\circ}20'28''$  EAST A DISTANCE OF 233.70 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 460.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $61^{\circ}19'19''$ , AN ARC DISTANCE OF 492.32 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH  $63^{\circ}59'53''$  EAST A DISTANCE OF 469.16 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $05^{\circ}47'36''$ , AN ARC DISTANCE OF 54.60 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH  $36^{\circ}14'01''$  EAST A DISTANCE OF 54.58 FEET TO INTERSECT THE EASTERLY LINE OF NASSAU CLUB APARTMENTS; THENCE ALONG THE PERIMETER OF SAID NASSAU CLUB APARTMENTS, THE FOLLOWING TWO COURSES; (1) NORTH  $04^{\circ}39'32''$  WEST A DISTANCE OF 104.57 FEET; (2) NORTH  $73^{\circ}31'45''$  EAST A DISTANCE OF 27.45 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 540.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $58^{\circ}12'54''$ , AN ARC DISTANCE OF 548.66 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH  $65^{\circ}33'06''$  WEST A DISTANCE OF 525.36; THENCE SOUTH  $85^{\circ}20'28''$  WEST A DISTANCE OF 233.68 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $90^{\circ}00'38''$ , AN ARC DISTANCE OF 39.27 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH  $49^{\circ}39'13''$  WEST A DISTANCE OF 35.36 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 107 (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH  $04^{\circ}38'54''$  EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

MICHAEL A. MANZIE, P.L.S.

FLORIDA REGISTRATION NO. 4069

JOB NO. 15450

(LEGAL DESCRIPTION ATTACHED)



3

Rec 27.00

1 10001 100 1100 11 0001 100 0001 11 0001 001 1100 11 0000 100 1001 11 1000 1 10001

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**

Rec 27.00

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

\_\_\_\_\_ /

Return: Joyce Bradley  
BCL

**THIRD 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 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.

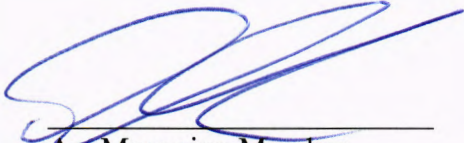
2. The County is hereby conducting a Regional Traffic Study. The parties agree that, if the County's consultants recommend that alternate improvements exist to better mitigate the traffic impacts of the Petitioners' project, the Agreements and the PUD Conditions shall be modified to address the recommendations. In the event a cash donation is made, the amount shall be \$492,000.00 and shall be paid prior to the 10<sup>th</sup> 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 10<sup>th</sup> 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.

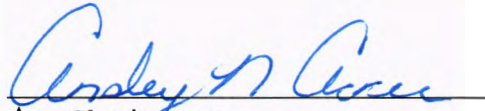
4. This Addendum shall be recorded upon its execution by all parties. A satisfaction and compliance documents shall be recorded at such time as Petitioners' obligations have been satisfied.

For Petitioners,

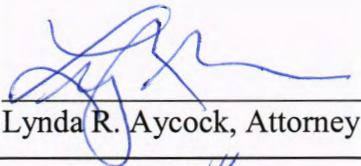


As: Managing Member  
Print Name: Daniel I. McCranie

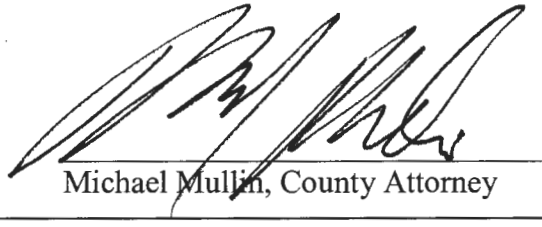
For Nassau County,



As: Chairman  
Print Name: Ansley N. Acree  
Board Approved 12-21-05



Lynda R. Aycock, Attorney for Petitioner



Michael Mullin, County Attorney

Dated this 10<sup>th</sup> day of January, 2006.

JUNE 13, 2006

WOODBIDGE

Those attending: Shep College, Dan McCranie, Jr., Marshall McCrary, Jose Deliz, Mike Mahaney, and Mike Mullin.

Mr. Deliz provided a preliminary draft study provided by CH2M Hill.

Mr. McCranie addressed the 3<sup>rd</sup> Supplemental Agreement. He stated that they were to pay \$492,000.00 for improvements. He stated that the Agreements set forth what improvements are to be done. Mr. College stated that, if the improvements cost less than that amount, he would pay the difference to the County, and if it is more, he will be looking to the County for the balance.

Mr. Mullin indicted that his cursory review of the documents cause him not to agree at this point.

There was discussion as to what improvements at the intersection may be required by FDOT.

Mr. College reiterated that his obligation was only for the above amount, anything other than that would be the County's responsibility. Mr. Mullin reiterated that any requirements by FDOT would not be the County's responsibility. There was a great deal of discussion regarding this matter.

Mr. Mullin suggested that he would review the Board Minutes regarding this matter and review the complete file. He further suggested that a meeting be scheduled with CH2M Hill along with those present at this meeting as well as Michelle from Kimley-Horn. At that meeting, a cost estimate may be secured from CH2M Hill as to how much the intersection improvements might be.

Mr. McCranie stated that he would have Bill Taylor of his office discuss with FDOT officials what might be required as to improvements at that intersection and provide that information at the meeting.

The meeting adjourned at approximately 3:25 pm.

JUNE 22, 2006

#### WOODBIDGE IMPROVEMENTS

Those attending: Jose Deliz, Rajesh Chindalur (King Eng), Russell Yaffee (King Eng), Bryon Russell (CH2M Hill), Michelle Mecca (Kimley-Horn), Bill Taylor, Shep Colledge, Dan McCranie, and Mike Mullin.

There was discussion as to Kimley Horn's letter dated July 8, 2004. Ms. Mecca stated that the fair share calculation was based upon trips that would impact CR 107 and SR 200/A1A from Blackrock to 107. She indicated her report excluded the intersection.

Mr. Colledge stated that the amount set forth in the Agreements of \$492,000 is their cash amount for deficiencies. He stated that in offering to do a project he hoped to provide more bang for the buck if they did improvements. He stated that it was always his understanding that he would pay up to \$492,000 but no more. Mr. McCranie stated that it was his understanding that it was do the project or pay the money, with the project costing up to \$492,000. Mr. Mullin went through the Agreements (especially the 3<sup>rd</sup> Supp Agmt) and indicated that the language does not, in his opinion, confirm that.

After further discussion, Mr. Deliz stated that in reading the Agreements his understanding was that, pursuant to CH2M Hill's study, the developer would provide improvements to keep the intersection from failing through 2015 or make a cash contribution based on the County's options. Mr. Colledge stated that he did not agree with Mr. Deliz.

Mr. Taylor stated that they have a meeting with FDOT on Tuesday to discuss FDOT's requirements.

After further discussion, Mr. Russell stated that they had provided a preliminary report done by King Engineering in April, which included traffic counts at CR 107. Pursuant to that preliminary report, King Engineering had provided suggested improvements to intersections.

The King Engineering representatives left the meeting at approximately 3:40 pm.

Ms. Mecca stated that the fair share figure was to improve the existing 4 lanes to 6 lanes on SR 200/A1A for Woodbridge's share of the trips to increase the capacity from 2 lanes to 4 lanes on CR 107, widen segments (capacity of segments) - no intersection improvements were included in the fair share figure. Ms. Mecca also thought the cap was \$492,000.00. There was additional discussion as to the meaning of the Agreements, and Mr. Mullin restated his opinion and indicated it would ultimately be up to the Board of County Commissioners.

There was general discussion as to the \$492,000.00 and improvements to the intersection. One option was taking the \$492,000.00 and using the funds for improvements on CR 107 and waiting for FDOT to address the intersection when 6-laning was accomplished or having the developer make improvements based on CH2M Hill's report. Mr. Colledge indicated he might go as high as \$525,000.00 but not higher.

Mr. Russell indicated that he does not think we want improvements that might be altered by FDOT. His firm will analyze the intersection again adding in the impact of Woodbridge back to 2003 traffic and provide a cost estimate for the improvements. Mr. Mullin requested that first Mr. Russell provide a cost estimate for the scope of work prior to beginning the work. Mr. Russell acknowledged this and stated that he would provide the cost estimate for the study itself in a few days. He stated that the study itself would take approximately one month to complete.

The meeting adjourned at approximately 4:50 p.m.

z/amyers/woodbridge/jun-22-2006



Nassau County Board of County Commissioners  
Regular Session, February 28, 2006  
Woodbridge PUD Discussion

9:33 Mr. Mullin: I do have something, Madam Chairman. You approved the Woodbridge Settlement Agreement. In that Settlement Agreement it states, "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 Petitioner's project, the Agreements and 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 in which to make such recommendation." I sent a letter to Ms. Aycock who represents them indicating that I would be asking you to extend that. They agreed to that because obviously you don't have your traffic study. I would ask that you authorize the extension of that date in the settlement agreement to October 1, 2005. That gives you time to get the traffic study information back.

Commissioner Marshall: So moved.

Commissioner Vanzant: Second.

Chairman Acree: We have a motion and a second. All in favor (all respond). Opposed? (No reply.)

Nassau County Board of County Commissioners  
July 26, 2004, Woodbridge PUD, Joint Settlement Agreement

Verbatim

08:00

Mike Mullin: Next, Mr. Chairman, if we go to Tab DD, that's a consideration of a Joint Settlement Agreement, Supplemental Joint Settlement Agreement, you're already in Special Master Proceeding; that would be the Liberty Development of Florida, LLC, Stuart Davis and Nola Davis, and Rayland, LLC. Just as a brief history, as you recall the Board had previously taken actions on these applications. As a result of that, the applicants invoked the procedures under Chapter 70 Florida Statutes, which then triggered the Special Master, or now called Special Magistrate Proceedings; and Mr. Bayer is here, who was the Special Magistrate in these proceedings. The portion of the proceedings, the way the procedure is set out, excuse me, is that you go to mediation first and then, if you not successful, then a Special Magistrate now then looks at the record and renders an opinion. We have gone to mediation and it was kinda bifurcated. The first portion of the mediation dealt with at largely at Commissioner Acree's request that they deal with the surrounding property owners and a great deal of time, probably five to seven hours, was spent with the majority of the surrounding property owners and their requests which are set forth in the first Joint Settlement Agreement. The Supplemental Settlement Agreement dealt with the traffic issues, which were deferred and recently addressed in a session that Commissioner Acree attended telephonically due to another commitment; but she was there all day long telephonically for several hours as we proceeded. Again, Mr. Bayer conducted these and he is here tonight to address you. We'd also ask Kimley-Horn to review the traffic data and there representative, Michelle, is here to answer any questions you may have regarding that and, of course, your staff is here. We, pursuant to the mediation, recommend approval of the Settlement Agreements. You obviously have to review these and ask any questions that you feel are necessary, but part of the provision under the mediation is that a recommendation be brought back to you as the full board, subject to your approval or disapproval; and that's the status of it now. You would conduct a public hearing on this. There are several residents here who did participate in the Settlement

Agreement. With that, Mr. Chairman, with your consent, I'd ask Mr. Bayer who is present to make any remarks that he feels are appropriate; and let me say, while he is coming to the podium, this is the first time that we have participated in this process. The legislature has created and we were very fortunate because Mr. Bayer, I think, because of his knowledge and his ability did a very good job in addressing the issues that were before us. So, with that, Mr. Bayer.

Mr. Bayer - Good evening, members of the Commission. My name is Dennis Bayer. For your benefit I am an attorney practicing in Flager County. Sitting here tonight I see you have a lot of the same growth management zoning issues we are experiencing in Flager County. In addition to servicing as a mediator or a special Magistrate, I do represent neighborhood associations, environmental groups, landowners, and several of the local governments in dealing with a lot of the questions that we have to deal with in this particular case. As your attorney has told you, we basically got involved with the first of the two steps involved with the Special Master/Special Magistrate's proceedings and that was the mediation process. If there had not been agreement of the parties and, for our purposes, the parties were the County, the developer/landowner was present, represented, as well as some to the neighboring property owners who had concerns about the impact of this develop on their quality of life and the places that they were living and working at the time that this development was proposed. We resolved issues with the parties that were present at the mediation, so we do not need to go into the second part of these Special Magistrate's hearing, which would have required almost like an administrative hearing where I would have acted as a almost a hearing officer and come back to you and made recommendations that were not necessarily binding, but issues that you could have considered as far as whether or not you wanted to reconsider approval of this development. I can't, because of the rules of mediation, describe to you the actual negotiations that occurred during the mediation process, because it's a confidential proceeding, but I can tell you, I think, what the end result was that set forth in the joint settlement agreements and as your Counsel has explained there are basically two agreements. The first agreement that arose out of the first full day of mediation basically rearranged the proposed development plan as far as providing some additional buffers between the

development and the adjacent property owners. We spent a far amount of time with the property of the adjacent property owners talking about fencing, there were buffers required, ponds were relocated, lots were relocated, to further separate the development from their property. If you'll look at the original plan that you had to look at when this was up on public hearing before, you'll note that there have been some changes made. In addition, there were concerns raised at your last hearing concerning the Clements Road access issue. Pursuant to the terms of the agreement, the developer has dropped any request to access any of the traffic onto Clements Road, with the only exception being that there would be emergency access for emergency vehicles if that should be necessary. So that was one of the issues that came out of the first mediation; and also I think it is critical that even though we agreed and an agreement was reached with the parties that were present, it does require that the developer go through the rest of the review process that your county has in place as far as permits and a final site plan approval will be required to come back before you, for however it is handled in Nassau County as far as reviewing the specifics of the layout of the development. The second part of the mediation was somewhat more technical in nature because we were dealing with the concurrency and the traffic issues that I've heard you discuss this evening. What's important about that is that the developer was present, they had their engineers there. The County staff was also present, as well as your representative from Kimley-Horn. We spent a great deal of time talking about the issue of fair share and how that applies to this particular project. Obviously it's complicated because you've got to consider traffic impacts on the impacted roads from some of the other developments that are in the area. Ultimately what was discussed is that the Developer in this particular project, the minimum amount of their fair share for the traffic improvements that we have determined were necessary is \$492,000.00. What is also critical is that they get no impact fees credits for any of the monies that they are expending; and also if the improvements that were identified and set forth on the exhibit to the second mediation agreement it ends up costing more than \$492,000.00, the developer is still responsible for any of the cost over \$492,000.00. If it cost less than \$492,000.00, they will basically write a check to County and the County can use that money as they see fit for road issues that they need to address. Also, there are other road improvements that the developer is

required to do and that is both the Wooten and Woodbridge Parkways will be built, including all signage, at the developer's cost; and that does not go towards the \$492,000.00 fair share that was discussed. It was a fairly long two days as far as negotiations were concerned. I think your County staff is to be commended. I think they did a very good job. They and their consultant as well as far as explaining the issue to all that were present in clear English so everyone could understand what they were dealing with and also looking at some very difficult issues, as you've discussed earlier to night as far as concurrency and traffic impacts from the development. The second phase of the mediation agreement talks about the timing of these roadway improvements, so I think a lot of loose ends have been wrapped up, and it appears that these issues have been dealt with. I'd be happy to answer any of the questions that you all may have concerning this process.

Chairman Vanzant: Any questions?

Mr. Bayer: Thank you very much.

Commissioner Marshall: Mr. Bayer, I do have a question.

Mr. Bayer: Yes, ma'am.

Commissioner Marshall: And you were talking about the traffic impact issues and you're aware of it, I mean you've - you're Flager?

Mr. Bayer: Flager County, yes ma'am.

Commissioner Marshall: Okay. And they have basically the same issues we're having with the growth?

Mr. Bayer: Oh, they have very much the same issues, yes, ma'am. We are - we're experiencing gridlock and other problems that I think you're experiencing as well.

Commissioner Marshall: Okay, with what we are looking at. First of all, tell me how the fair share, as far as addressing - and I see the diagram you are talking about - as far as the improvements onto from 107 to A1A.

Mr. Bayer: Yes, ma'am.

Commissioner Marshall: Okay, and all this is doing is adding turn lanes.

Mr. Bayer: Turn lanes, signalization.....

Commissioner Marshall: Well, signalization is already there.

Mr. Bayer: intersection improvements is what we are talking about.

Commissioner Marshall: Intersection. Well, the signalization is already there.

Mr. Bayer: It will need to be changed as you add turn lanes and there will be different types.....

Commissioner Marshall: Right, you will have the little arrows that tell you to go. How is this going to compensate when we're looking at an additional 638 homes, we're at failure on A1A from CR107, and this is where both ingress and egress will come out of this subdivision, we're at failure. Okay, and then when you're on A1A going west we're at failure from 107 to Chester Road. Don't think I'm anti-growth, because I'm not. I see a major issue. This road is the life line to Fernandina Beach, the City that services our port; it services our pupil woodiers, container, tourism, and if you've every been to the Shrimp Boat Festival you'll understand - traffic is backed up to 17 trying to get on the island. Now, here we are, we're at failure; and I understand that the citizens they had an issue and maybe it's been resolved or maybe - I don't know. You're telling me it has been. But, the major issue is the LOS, concurrency. Tell me what this \$492,000.00 is going to do with the additional citizens moving in, when we have to look at the health, safety, and welfare, as far as the protection for fire and rescue, sheriff's department, and all the other roads; and to compound at the bottom line there is zero capacity. We are in the red on that one section. We are killing our businesses, and when the mills go we'ew in trouble.

Commissioner Samus: Mr. Chair.

Chairman Vanzant: Go ahead.

Commissioner Samus: I need to let him off the hook for one second because Regional Council in a letter dated July 15, from Ed Lehman and I - bear with me - it says, "the traffic analysis" - now this is July 15, 2004, "which was two weeks ago. Traffic analysis divides state road 107 into three segments for purposes of this study. 107 is divided from 200 to Woodbridge, from Woodbridge to Wooten, and from Wooten to Amelia Concourse. Traffic study finds that the project does not meet concurrency for the segment of 107 to Woodbridge, to SR200/A1A, as well as the segment of SRA1A from to Blackrock to CR107. Staff agrees that the applicant's conclusion that the project does not meet concurrency in these two segments. However, staff does not agree that the segment of 107 should be divided into project driveways. The segment terminal points should remain Amelia Concourse to CR107 - and CR107. Overall the conclusions from the analysis are that the project does not meet the County's concurrence requirements for the segment of SR200/A1A and the segment of CR107 as stated." And then it goes on about fair share calculations. "Staff has concerns about the applicant's method of calculating the fair share for this project. This methodology is not consist with that approved by County Ordinance 2001-36. Acceptance of the fair share calculation for Woodbridge project should not be seen as setting a precedent for future calculations." So, Regional Council, who we pay to do our concurrency, says that that is not an accurate amount of fair share.

Commissioner Acree: Mr. Chair, let me ask, Mr. Attorney.

Mike Mullin: Yes, ma'am.

Commissioner Acree: When he - I have to assume that when he's in here saying the applicant, he's talking about Dan's report?

Mike Mullin: He addressed.....

Commissioner Acree: Not our person's report.

Mike Mullin: Yea, and thank you. If you'll notice in the supplemental agreement, at our request and we brought this back to you, we insisted that an outside consultant be brought in to evaluate the traffic data. If you look in the supplemental agreement it reflects Kimley-Horn's review of the fair share and the traffic data. And Michelle is here

who is eminently qualified in her field to address that. We also required the developer to pay, through CH2M Hill through you, any costs incurred by Kimley-Horn to do this, which they have done to the tune of about \$5,000.00. Mr. Lehman, as I understand it, also talked to Michelle during this time, but did not review Michelle's data because he was not asked to. Evidently, then Mr. Rowland's department sent the traffic data provided originally by the applicant to Mr. Lehman and that's what his report reflects. They did not review Kimley-Horn's data. Kimley-Horn's representative was there at mediation, explained their evaluation, and explained their result. Now as - and for a moment if I could, with the Chair's consent. let me explain the ordinances that are on your books. The legislature - Ms. Marshall and I had this discussion today - the legislature says under 163 you should have level of service standards on your roads. They've also said when you do that, which is mandated, you should have a concurrency method by which you determine whether an applicant can get trips or not based upon your level of service standards. They've also said if you have failure then you should have or can have a fair share ordinance, which a lot of counties do, that says you're at failure on this segment. How does a developer get his permits? He or she pays a fair share based on a formula that you adopted in an ordinance. That's the formula that was used by Kimley-Horn in assessing how much this developer should pay. Did they want to pay \$492,000.00? Again, as Mr. Bayer indicated, I can't get into the specifics of the conversation, but that was the number arrived at by Kimley-Horn's independent evaluation. That's the number that was used, that the number that was agreed upon. Now, as a Board, when you adopted the fair share ordinance you set the ability by which a developer pays his or her fair share in order to get there permits. If you didn't have the fair share ordinance and the developer says there is failure, what do I do to get my permits; and you say sorry no permits because we don't have fair share. We choose not to let you pay a fair share. Whatever the legal consequences with that would be discussed in a different forum. When the legislature created this mechanism by which you can enter into a developer's agreement, by which you can address failure of concurrency, fair share is the guide that you use. You have it in place, you had the foresight four or five years ago to adopt it. Clay County did not adopt. They are at grid lock because, and they've got suits and disputes, because they had no way for the developer to get out of the box and



no way for the developer to make cash contributions, which you've heard, as Ms. Wilder said tonight, you should have a payment plan, you've got. If you don't want that, if you want to eliminate fair share and stop it because there no concurrency, we can do that. Are there legal consequences? Yes, there are. If you choose to do that, I'm prepared to do that, but I just want to explain you do have a fair share ordinance that says you pay when there is failure. Everything Ms. Marshall said is correct about the failure, but under your current ordinance that's how you get to this settlement tonight, is what your laws provide for. The dollar amount has been confirmed by Kimley-Horn. Any questions about that, she's certainly here to answer them. I'm not an expert on traffic concurrency.

Commissioner Samus: I'm sorry, but when I get a letter from Regional Council who does our - how am I suppose to know that prior to - now I'm being told that they didn't do it from this report? How do I know that?

Mike Mullin: Well, they didn't participate in the mediation. They were not hired to do that. Mr. Rowland can explain to you their participation in this regard. Michelle is here, she can explain it to you. She discussed this with Ed Lehman during the time that she was doing that. I quite frankly don't specifically what Mr. Lehman reviewed, but he wasn't doing it based on your direction as a Board. Your direction was to hire an outside consultant. You insisted on it, and that's what we did on their nickel thought CH2M Hill. Michelle is here to answer any questions you may have about specifics on the formula, your formula, which is in your ordinance.

Commissioner Samus: No, that report is very thorough, but I'd like to know why I have a letter from RPC.

Mike Mullin: I don't know. Bob would have to explain that.

Mr. Bayer: If I could just - before I turn the podium over, I could - Commissioner Marshall, respond to your simplistic answer first, and then give a little more detailed answer. The question we're dealing with at mediation is first off what does the landowner, the developer, applicant, whatever we want to call it, owe to cure the deficiency under the formula that your Counsel has just discussed. And, second, where do you spend that money? I mean, obviously you can't take the \$492,000.00, or whatever that sum is, and cure all

of the ills that may be created, but you have to be focus on where can you - the most simplistic method is just give the money to the County and let the County spend the money as they deem appropriate. But in this case, the concern was that it may not be enough to fund they need to have done, from what your own traffic consultants indicated what they felt was a priority. So, we relied, or your county consultants were involved, both doing the calculations and also deciding where the improvements need to be focused and it was an negotiated process with back and forth, and ultimately what you have in front of you is the conclusions of those negotiations. So, I would leave it up to your staff.

Commissioner Marshall: Mr. Bayer, I'm not trying to cure all the ills or woes that's taken place. I don't even have a bandaid to put on it. All I'm saying is I see what we're doing today and how it's going to effect ten years from now; and I don't see where - I think what they're proposing to do as far as putting in these turn lanes and fair share and address it however you want, still doesn't address the growth, the health, safety, and welfare, and what is this actually going to do when you put the turn lanes in at CR107. It's going to probably increase the turning and that's it. And then you look at all the growth, and then you look at what it is zoned today, and this was my motion the last time, okay.

Commissioner Samus: Well, you know, what troubles me is that this report is not thinking outside the box. We have right of way and easement from 107 to the Concourse, north of Amelia National. That was brought up when we had original public hearing here. There's no recommendations to use the monies to build a connecting road. It's just improving intersections; and if we don't start building a network versus just improving intersections and putting more lanes in, you're absolutely right. So, I'm disappointed that the report didn't suggest roadways instead of just the ones coming under 107, then dumping out back into A1A. But, I would like to know why staff, if we hire somebody, why staff sent -what staff, number one, sent to RPC and why.

Bob Rowland: I don't think we officially asked them to review it. I think there's a lot of interplay. Our consultant talk to him, Brad talked to him. Somewhere along the line somebody asked for the information, courtesy give

it to them. We give that information to anybody who wants it we give it to you, and he was part of the discussion. He's an expert. Our expert talked to him, Brad talked to him. Everybody talked to each other. The expert we have is the one we believe in, and I think why he wrote this letter, I'm not sure. I think he felt strongly about it, he wanted to get on the record. He disagreed with some things. One thing he said back here on the roadway link, the analysis divided 107 into three segments. This was brought up by Dan McCranie. He wanted to do it that way. No, we didn't do it. It's divided into two segments: the Concourse to 107 and the Concourse to Nassauville. That is the two segments that is official and that's the one we used. I'm not sure whether he used those three segments to compute it or not. I don't claim to be an expert, that's why I looked at the way it was done against our ordinance. It looked to me like it was done correctly.

Commissioner Samus: Well, but, Brad, somebody told Brad to send a letter to Ed on the June 23<sup>rd</sup> to review the whole thing. I don't understand. Are they charging us for this?

Unidentified response: I think so.

Mr. Rowland: Well, let me - I can answer that. Our rule is anything that comes in that's over a certain number goes to him automatically. That's by

Commissioner Samus: Been there, done that.

Mr. Rowland: That was a long time ago. That was

Commissioner Samus: Yea, but this is, again, June 22<sup>nd</sup> Brad sent this.

Mr. Rowland: Anything over a certain number of trips automatically goes to him, the Board

Commissioner Samus: You missed the point, Bob.

Mr. Rowland: chooses to do otherwise. So, that's why it would have been sent. It was triggered.

Commissioner Acree: Mr. Chair, and Bob, maybe there was some confusion, but this particular process was outside the normal thing. So, it obviously should have never gone to

Regional Council cause it was not. It had already gone once before and since we had hired or they had hired

Mr. Rowland: When did we hire Kimbley

Commissioner Acree: No, no, no. I'm talking about the report that Dan did that initially came to you was forwarded down to Ed Lehman. It should never have been forwarded to Ed Lehman. It should have been forwarded to Kimberly to let her review what they were doing so she could prepare her report. And that's what happened, but unfortunately, it also went to Ed Lehman who processed this report. So.

Mr. Mullin: In this case, Michelle is here. In this case, you directed that an outside consultant be utilized and that was done. And Michelle is here. Again, extremely qualified. Brian's here from CH2M Hill. If you have any traffic questions please direct them to either Michelle or Brian or both collectively and they can answer as Michelle did very well during the process answer the questions and answer them in terms that are understandable. And that was a major help in this process for everybody involved. So, I encourage you if you have any questions, please ask them.

Commissioner Marshall: Mr. Chairman. Brian, can I ask you a question?

Mr. Mullin: You might want to bring Michelle up cause she did the work.

Commissioner Marshall: Of course, I don't doubt that.

Mr. Mullin: Yes, you need to swear them in.

Commissioner Marshall: Brian, what is this improvement. I'm sorry.

(inaudible discussion) (Clerk swore in Michelle and Brian.)

Commissioner Marshall: Brian, with this 638 units, 107 is at failure?

Brian Russell: I'm going to refer specific traffic questions to Michelle.

Commissioner Marshall: Ok, Michelle.

Michelle Mecca (Kimley-Horn): Yes, ma'am.

Commissioner Marshall: With the PUD we're looking at, 638 units, both ingress/egress onto 107, this puts it at failure?

Ms Mecca: On 107?

Commissioner Marshall: Yes.

Ms. Mecca: Yes.

Commissioner Marshall: Ok. And did you do the analysis of A1A from 107 to Blackrock?

Ms. Mecca: Those are the two segments that are over-capacity.

Commissioner Marshall: And it's at failure also?

Ms. Mecca: Yes. But, 638 doesn't sound right. Was it 591? Five hundred and ninety one units.

Commissioner Marshall: Oh, I've always looked at 638. Where did I get that figure from? Oh, it went down? Excuse me.

Ms. Mecca: That's all right.

Commissioner Marshall: Whatever. With the improvements that they're looking at doing under fair share, what will this do for that intersection?

Ms. Mecca: It will lower the delay. They are basically proposing

Commissioner Marshall: Give me a timeframe.

Ms. Mecca: Currently the intersection is operating - I'll kinda start at the beginning, if that's ok.

Commissioner Marshall: That's fine.

Ms. Mecca: Today the intersection is operating level of service D, as in dog, which is acceptable. The next scenario we typically look at is we look at all the trips that are reserved, already have concurrency but are not there yet. When you add that with today's traffic it goes

to level of service E. And then the next scenario we typically look at is adding the project traffic with everything else; and that goes to level of service F. And, when you come back and add the improvements they are proposing, it still will remain level of service F, but it will shorten the average delay at the intersection.

Commissioner Marshall: At approximately how many seconds?

Ms. Mecca: 23. What they're proposing is a southbound left turn lane, an additional west bound left turn lane, so now you would have two left turn lanes going westbound onto southbound CR107. And, they are proposing a northbound left turn lane. Now, in order to build dual lefts westbound you have to widen CR107. It can't accept two turn lanes. So, they'll be doing some improvements along 107 that will transition back and then they'll have to upgrade the signal, probably to mast arms because the way the intersection is signalized today we wouldn't be able to just go out and add new traffic signals. So, that's what that graphic depicts.

Commissioner Samus: Mr. Chair. So, you're saying two left hand turn lanes onto a one lane road.

Ms. Mecca: Which it will have to be two lanes southbound and then

Commissioner Samus: to a point.

Ms. Mecca: Yes, and they it's going to transition back to a two lane road.

Commissioner Samus: How far?

Ms. Mecca: I don't know if that's been worked out. We'd have to use DOT standards based on the speed limit.

Commissioner Samus: And did you look at construction of new roadways versus just improving an intersection?

Ms. Mecca: I was just asked to review what I was given. I wasn't asked to

Commissioner Samus: So you weren't asked to give your professional opinion of the best way to flow this traffic?

Ms. Mecca: No.

Commissioner Samus: You were saying here this is. Give me your opinion.

Ms. Mecca: I was given three traffic studies dating back to last September until this June and we reviewed all three.

Commissioner Samus: So, you were operating within the realm of the study that you were given to recommend fair share, not necessarily the best traffic solution for fair share.

Ms. Mecca: Yes, I guess that'd be an accurate way. I mean,

Mr. Mullin: Let me add if you wanted the expert, you asked the expert review their traffic data to make a determination of whether their traffic data, in addition to calculating the fair share, to review the traffic data and render their opinion as to that. If you want an opinion from Kimley-Horn as to additional roads on properties, let's say that you don't own and that could be considered, that's part of your CH2M Hill traffic study that looks at connector/collector roads.

Commissioner Samus: Yes, but Mike, I believe if your record was checked you would see that I did bring that up during the meeting that was when we went to this and I asked for that because on the north side of Amelia National there is an easement and a right of way for a projected road and I did ask that that be considered in the study.

Mr. Mullin: All right. We'll have to check the record. I don't recall that. But that's the charge given to Kimley-Horn was to review the traffic data submitted and also to review the fair share. For additional roads or properties that would fall under the purview you charged till you finalize a contract, CH2M Hill and King and Associates, to accomplish.

Commissioner Marshall: And also just for information, when Florida Department of Transportation, and, Brian, I think you were there that night at the school, we had a meeting with the School Board and I had to leave and attend this meeting. In looking at what they were addressing for the future at 107, right past 107 going east was going to start the decel lane. They were not looking at addressing six-laning right there at 107. They were going to start the

decel, and I requested FDOT to please go back and see what they could do and we even sent a resolution or a letter to FDOT requesting them to take the six-laning down to Marsh Lakes because of trying to look at the future and trying to prepare for it. We cant' stop right there at 107, and this project was in my mind when I was requesting FDOT to do this. Because as it stands today, when you add this growth and right there at 107 they start with the decel lane and going west it would have been six lanes, but going east it was still going to be four lanes. And right there on the super-elevated curve and I didn't understand any of it.

Commissioner Samus: Well, I recall that the applicant when I asking about looking at the possible parallel road to A1A he made the statement about his fair share could be used, he didn't care. He just wanted - he didn't care where the fair share money went. I remember that conversation that we had at the meeting. So, just to blindly improve a road - an intersection - to me when we need parallel roads, which is something that Commissioner Marshall's been talking about a long time and we have an opportunity to do that versus try to take an F to an F, and that's all we're doing, is changing an F to not quite as bad as an F. Right? I think we should not just look at the status quo but look at all ways that the fair share could be utilized to properly move traffic. I just don't think we should rubber stamp it to just say let's just do intersection improvement with that fair share amount.

Commissioner Marshall: When all you're doing is adding 24 seconds.

Mr. Mullin: Well, and Michelle would have to address this, the main factor on A1A is obviously DOT because DOT, and I know Nick knows they're going to do this in his lifetime, but DOT is the only cure - not the only cure - is the permanent, excuse me. DOT is the main factor in this.

Commissioner Samus: But, Mike, if I can get traffic from 107 to Amelia Concourse then I'm taking traffic off of the failed section of A1A.

Mr. Mullin: I don't dispute that. But, I'm saying all the level of service on A1A is heavily controlled by DOT because of their six-laning. What you do, and what Ms. Marshall has correctly pointed out, on the need for collector/connector roads, yes, ma'am, that has a main



factor; cause if you don't have those - if you have six-laning without that then you're going to be in the same position, you're right, in six years that you are now; but they are the main factor, as Michelle pointed out, right now on AlA. If you want to redirect the 492,000 subject to a recommendation by Kimley-Horn as to the utilization of that fair share then certainly you can - we can use that language tonight with the acceptance of the petitioners and Mr. Bayer. We can certainly, I think, indicate that if that's what you as a Board would rather see that they make a determination as to the utilization of that \$492,000. That may eliminate intersection improvements. It may eliminate some of the other things Michelle has addressed.

Commissioner Samus: But, we've still got the - I think it was their company they came back with a price to do the roadway analysis and I thought we were getting with the developers that sat here at that meeting to volunteer to help pay for it. Wouldn't they go hand in hand?

Mr. Mullin: That's what I said originally. What you're doing through CH2M Hill and King and Associates would do that. If you want to indicate by language that the \$492,000 fair share will be applied in a manner as indicated in that study as opposed to what they have proposed to do and Michelle has addressed with you that's an entirely different matter. When you reach an agreement with Brian's firm and King and Associates, which I guess is back to - it was Bob and Larry, I guess it's Bob and somebody from the Management Committee may be the Chairman, excuse me, the Commissioner, whatever agreement you reach with Brian's firm and then however you're going to get that paid for by the development community that indicated their desire to assist you.

Commissioner Samus: So, then we could have the \$492,000 still has a fair share but for us to later determine how it's utilized.

Mr. Mullin: Yes.

Commissioner Marshall: And, how did you derive that \$492,000? I think it's a lot higher...

Ms. Mecca: I'll be glad to go through it if you'd like.

Commissioner Marshall: ...Life's changed. I know. I think it is higher.

Ms. Mecca: You'd like me to go through how I calculated it?

Commissioner Marshall: Just briefly.

Ms. Mecca: Ok. I guess there were in the calculation that was provided that we reviewed there were two things that we saw differently than they had proposed. I believe the amount they had proposed was around \$245,000. We saw something different on the segment for 200 between Blackrock and 107. When you come up with your fair share, you're ratio of your trips to the capacity added, the number they used in the denominator was higher than we would have used. So, by using the number in the DOT level of service tables, we redid that proportionate share calculation. So, that adjusted the fair share on 200 from - I only have the total numbers. The other option, or the other calculation I did was on 107 and as everyone talked about earlier, it was proposed to break the segment into three pieces north of Amelia Concourse. They would have Amelia Concourse to Wooten, Wooten to Woodbridge and then Woodbridge to CR107. They were proposing to pay a fair share on the northern section from Woodbridge to 200, which was .77 miles. When we redid the calculation, which we felt that segment should stay Amelia Concourse to 200 that changed the segment length to 1.9 miles. So, when you multiply out your fair share by the longer segment length that caused an increase in the fair share amount also. So, those two changes added together was \$250,000 change. Basically, it doubled the fair share estimate.

Commissioner Marshall: Ok, is there any way you would have looked at this different?

Ms. Mecca: No. I mean it is pretty straight forward the way it calculated.

Mr. Russell: And again what she was asked to do is review what she was given by the developer and she did it in a space of three days in preparation for the mediation. I can give you the amounts that they were paying. For the segment on 200, they were paying \$94,000 for 42 trips and for the segment of CR107 they had 113 trips they were paying fair share for and that was almost \$400,000. So, that's kinda how the numbers add up.

Mr. Mullin: And let me ask the question, Michelle, assuming the Board were to consider, I was looking at paragraph two and might need Dennis' help, assuming the Board were to consider approving this at the end of the public hearing, the way it's worded now the petitioners will satisfy the amount, the \$492,000, by obtaining permits, design work and constructing improvements for the intersection as shown on the attached Exhibit A. There is also a provision that the design work will be approved by Kimley-Horn at the petitioner's cost for that review. If you were thinking of changing that to a \$492,000 - keeping the \$492,000 as determined by Kimley-Horn and CH2M Hill then we'd have to ask the petitioner whether they would still be indicating their design to construct whatever the improvements would be indicated by this overall study and then how that would affect the intersection which gets way beyond my area, but right smack in Brian and Michelle's area. So, we would have to work through that tonight if that's your desire to change the utilization of \$492,000. If that's the case, just indicate that and we'll have to have the petitioner indicate, Michelle indicate, Brian indicate, how we would procedurally work that out. or Dennis to help us.

Commissioner Samus: I think if they're willing to spend - to have that extra expense to do the engineering and design and why shouldn't if it's better utilized in another place after the experts tell us where. I mean the experts may come back and say that the best place is on the intersection, but we don't know that yet because they haven't done the study yet.

Mr. Mullin: And one of my thoughts suppose they indicate a parallel road between point A and point B and we don't have the property, we don't have any of that so that's going to affect when we trigger that. It's triggered now based upon

Unidentified Response: Specifically for that

Mr. Mullin: Yes, and so I see some

Commissioner Samus: But we do have the property.

Commissioner Marshall, Yea, but Mike, you're looking at a savings of 24 seconds what this intersection, the improvements to this intersection, you're looking at 24 seconds and I, well,

Mr. Mullin: Maybe, and let Michelle address that. Michelle, go ahead.

Mr. Bayer: If I could chip in one more thing. Another consideration developer's agreement is to pay \$492,000 or improve the intersection no matter what that cost. If the decision is not to

Commissioner Marshall: It's more.

Mr. Bayer: improve the intersection, he's going to be limited to \$492,000.

Mr. Mullin: That's the other, thank you for bringing that up.

Commissioner Marshall: And that's what I said to the County Attorney today. I think we're looking at the intersection. That would have to have been done anyway. But, you're also looking at your services that are going to have to be provided.

Commissioner Samus: But my attitude is based on what you said is if I'm allergic to chicken and you give me 5,000 pounds of chicken that's great, but I can't eat it so what good does it do me. So, you know, just because we're going to lose - might lose some money because then they're not - because they were going to do the full intersection, well, if that's not going to help us what good. Do you understand what I'm saying?

Ms. Mecca: Can I add something? There is - one of the improvements they're recommending, the dual lefts from 200 onto 107, is warranted and needed based on the volumes. We typically say when you start having more than 400 left turns you need two lanes to accommodate those. And, it's going to be well over 400 left turns.

Commissioner Samus: Yea, but my concern is that you've got two left lanes going into a - I know the intersection will be double, but it still going to bottleneck and then you have a chance of accidents and you have bottlenecking out into the intersection depending on how far back, how far the transition goes. So, yea, to make a left hand turn, but if it is stopped because you can't because everybody trying to weave in together, I mean, what good does it do? If it

was a four lane road, I'd say that was great. But you're the pro, but I'm just drive.

Ms. Mecca: The turn lane is going to need to be lengthened if it stays as a single left; we're not going to be able to store all those cars.

Commissioner Marshall: Thank you very much. Thank you, Brian.

Mr. Mullin: With that you can continue the public hearing, Mr. Chairman. There are residents here who may want to address this.

Chairman Vanzant: Anyone else to speak for or against?

Commissioners Marshall and Samus: Move to close.

Commissioner Samus: Second.

Chairman Vanzant: All in favor, "aye." (All reply.) All opposed? (No reply.) So carried.

Commissioner Samus: Mike, I know we've done - I know that we've come a long ways in the mitigation and all of this and I appreciate it. I know there's been a lot of input, but I hate to just rubber stamp without making sure we've got all the basis covered.

Mr. Mullin: I think you have to indicate what bases you want to cover. I mean, if you want to take the \$492,000 and indicate that, as opposed to the improvements to be made as set forth in the attached Exhibit A, subject what Brian just said, then we'd have to fashion a way to do that another way. You'd have to ask the applicant - the petitioners and Mr. Bayer his thoughts on whether you want this to be further mediated to address the utilization of the \$492,000.

Commissioner Samus: Well, do we have to go to mediation to see what their maximum dollar would be? I mean, if they're willing to do 492 plus design and all this, couldn't it just be a matter of Ok, what's the most you'll pay?

Mr. Mullin: No, not - 492. If they do it for 350 as Mr. Bayer said they'll pay you \$142,000 difference. If it takes them 610,000 it's their responsibility. So, they can

obviously do it less expensively than a public body can do it, but, it just depends on how much it costs them. If you want to use that money - if you went back to mediation to say instead of doing the improvements you have on Exhibit A, let's wait and see what Kimley-Horn, King, CH2M Hill says is another way to address this within the \$492,000 we have to trigger that to some CO's as to when that would happen. It may end up that it requires acquisition of property for another type of way to address this. It's difficult - I'm trying to figure out how we would tie that to the CO as to when we trigger that. Would you give them six months to say Ok, we'll wait on the study. I expect, Brian, you'll have to help me with this, I expect when you finalize negotiations with CH2M Hill and King and Associates, Brian, you might want to give them an estimated timeframe to conduct the study that they've indicated.

Mr. Russell: We could expedite the

Chairman Vanzant: Brian, would you excuse us just a minute. I've just been informed that we did not open as a public hearing on this. So, I need to have someone make a motion

Commissioner Samus: I'll move to open.

Commissioner Deonas: Second.

Chairman Vanzant: I thought we did, too. They said not.

Commissioner Marshall: We closed the public hearing. We just closed it.

Chairman Vanzant: All in favor, "aye." (All respond.) All opposed. (No reply.)

Commissioner Samus: Now I move to close.

Mr. Mullin: You have to ask the question if anybody has anything for or against again.

Commissioner Samus: withdraw my motion.

Chairman Vanzant: Anyone to have anything to speak for or against this time.

Commissioner Deonas: Move to close.

Commissioner Samus: Second.

Chairman Vanzant: All in favor, "aye." (All respond.) Opposed? (No reply.) So carried. Ok, sorry, Brian.

Mr. Russell: We had originally about 12 month study which include four public meetings. We've now reduced that to two. The entire length of the study would be less than 12 months. What we could certainly do would be focus on this one area and expedite that and get that answer to you.

Commissioner Marshall: How long would it take you? I'm sorry.

Commissioner Acree: I was going to ask the same question. How long would it take to do it?

Commissioner Marshall: How long would it take you to look at this one area?

Mr. Russell: Seems to me we could do that in the space of month or two.

Commissioner Samus: And with Miner Road, FDOT is wanting the traffic lights changed to the hurricane type things, so they gave us a grant for the lights; so, if we did end up improving the intersection we would have the FDOT do the lights.

Commissioner Marshall: I'm looking at the study

Commissioner Samus: I know, that's what I'm saying. The cost - the actual cost to us to improve that intersection might behoove us to do it ourselves and utilize the money someplace else after what the study shows.

Commissioner Marshall: But we need to see that study.

Mr. Mullin: And remember you're paying Brian's firm, which he fully expects, you're paying for that study to be done, not part of this. So, you're paying for that study to be done. Whatever their study indicates then, if I'm following the commissioner, you would utilize the \$492,000 in whatever they recommend. If that requires acquisition of property for some road, that's on your side of the table. If that doesn't require it and you use it on the intersection, then we're back to, and this is way outside

my area, I don't know how you improve that intersection other than taking the \$492,000 and contracting with somebody to make those improvements. That's what's

Mr. Rowland: Could I add a point of clarification for Vickie or Commissioner Samus? They said they were going to put the mast arms up, but they're going to do it once. We have to tell them how our intersection is configured. So, if we don't add the lanes now and they do it like it was now, and we expand it at some later date, we have to move the mast arms. So, we do have to explain and size it. We don't have to build it, but we do have to size it for what we propose.

Mr. Mullin: With the Chair's consent, you might have to ask the applicant to address, or maybe Dennis has some thoughts, to address the utilization of the \$492,000. As Commissioner Acree indicted you could I suppose indicate that you've agreed as you have on the \$492,000, the utilization of those funds will be determined within 90 days by CH2M Hill/King and the monies utilized based upon their report to you or, and the alternative, for the improvements listed on Exhibit A as indicated by the applicant and reviewed by Kimley-Horn. So you would delay by 90 days the utilization of the \$492,000 based upon that study, which, again, the 90 days is contingent upon entering into a contract with CH2M Hill getting all those in the development community that you believe are going to fund this. If they don't fund it then it may be 180 days, it may be longer, so I'd - and the last chapter of the negotiations it was 200 and, how much Brian?

Mr. Russell: It was 210. It's come down considerably.

Mr. Mullin: But, having said that, the petitioner is here, Mr. Chairman, or Dennis can address that - what his thoughts are. Because we're in this process so it involves Mr. Bayer.

Mr. Bayer: Again, I'm just the facilitator of negotiations, I'm not making recommendations or advocating for any of the parties involved. I think the question from talking to Dan, the engineer for the developers, is that they don't have a problem with \$492,000. I think the more difficult part of it is under paragraph three where you're talking about the timing of the improvements being done. We had agreed to a very specific timeframe, which these intersection



improvements were going to be done and the timeframe was based upon the traffic impacts and the level of service impacts created by that traffic. And it basically required that they commence the actual improvements. In other words, they have to have the engineering work done, the permitting work done, and all that by the time the 75<sup>th</sup> certificate of occupancy is issued and shall be completed before issuance of a certificate of occupancy for the 130<sup>th</sup> dwelling unit. So, I guess the question is if they just donate or give the \$492,000 would they then be able to obtain their certificates of occupancy - they lose control over when the improvements are done under that agreement. I think that's going to be the more complicated part of reopening this for negotiations unless there is an agreement from the County that, Ok, once you get the \$492,000 do you use the money as being appropriate under the format just described by your attorney. That may make it more feasible for them to agree to it.

Mr. Mullin: That's one way to do it. Keep in mind the 492 our requirement on our side at mediation was that they do it; construct it, design it, because if it comes back to the improvements on Exhibit A and you take their 492 and they say that's fine, then if you have to do it the costs will be considerably different. We all know we're stuck with low bidders, nothing wrong with low bids, that's what the law says, but we're - we have that procedure to follow. And it may cost you more than it will them and if, again, if it costs them less, invoices to be provided so you can check that, you get the additional cash. If you do it and it costs \$520,000 or \$540,000 you've got their 492. If the alternative indicated by CH2M Hill is to do XYZ you take that 492 and you throw it into the XYZ pot and you're doing it.

Commissioner Samus: But, Mike, I mean you're not talking about the improvements have to be done before the development starts; it's 75 units. By then we'll know; if we don't know by the 75<sup>th</sup> unit we've got a problem.

Mr. Bayer: Excuse me, commissioners, I don't mean to interrupt. I think the problem is if there are circumstances that the developer in this case can't control that delays that construction. I think that's their concern that I'm hearing. In other words, let's say you get into a situation where you take the low bid and the company goes in default and you end up in litigation, if the developer

is responsible for it then his development is stopped cold and he's got to go forward with it. But, if the County's responsible for performing...

Commissioner Samus: Yea, but, what Mike's suggestion was a while ago was that we leave this in and leave the or subject 90 days or whatever to make our determination of whether we take the 492 or go with what's here. Isn't that what you said?

Mr. Bayer: Referring to decision after 90 days.

Commissioner Samus: So, I mean, 90 days if we decide - if we get a report back and they say no, the intersection is your best place to put your money then we'll revert back to this agreement. I thought that was what I was interpreting what Mike said.

Mr. Mullin: Yes.

Commissioner Acree: Yea, and rather than 90 days, I mean, I don't know...

Mr. Bayer: So, just so I'm clear, if I have to go back and

Commissioner Samus: I just picked a number.

Mr. Bayer: redo this agreement, 90 days - the timeframe is if the County agrees to accept the \$492,000 in lieu of having the developer do it then paragraph three would that be deleted or how would be deal with the timeframe? Would we renegotiate that at that time?

Mr. Mullin: My, well, that's a good question, Dennis. That's what I was struggling with before. I mean, one

Mr. Bayer: In other words, let's say that CH2M Hill comes back and says, it's a great idea, let's build another road. In order to build that other road it's going to require more than \$492,000 and other participants to help fund it; whether it's DOT or other developers or something of that sort. That obviously may take years to actually to accomplish that, although it's in the long run going to be a better solution. How does that impact their ability to proceed with development?

Commissioner Acree: Under what Mike and I were talking about it shouldn't. Basically what we're telling them - give us six months to determine whether or not a different avenue, whatever the time period is. I mean there's no way you're going to have 75 homes built in the next six months. So, and the improvements don't even, under this agreement, don't even start until the 75<sup>th</sup> unit. So, if we can extend it until we can find out whether or not the intersection improvements are a better way to do it versus another alternative. If it turns out under their study that it's not and we need to do an alternate road then you're - we get the money and you all continue getting your \_\_\_\_.

Mr. McCranie: In general, we can afford to pay the money and have that \$492,000 or however money come out after the 130<sup>th</sup> that's when we can afford it, and so that's when we say we begin by 86 and by the time we get to 130<sup>th</sup> we must complete that work. So, there's the timing issue. So, if that timing issue is then changed and/or pay 492 prior to the 130<sup>th</sup> CO then that starts to work cause that still fits within our timing issue. The other concern is we have to - we'll have to take a break because there's all sorts of other areas in the PUD documents or the other documents that describe off-site improvement of the things we're going. We're going to have to delete those or put and/or and things like that. So, in general, in theory, that is fine. I just want to be able to work it out tonight. Again, you're right and Vickie is exactly right. We said we don't mind where the money goes, we think we could probably do it and we agreed with the County in that if a private sector goes and does a project we can do it for probably 30 percent less money than you can do it. So, you'll get more bang for your buck on that instance. If you as a county stick with us doing the intersection improvements you're covered because no matter how much it costs it's going to be done and if it's less money you guys get the extra money. If we're going to go and do a cash thing you're stuck with whatever dollar figure it's going to be so it's kinda at your risk. We don't mind. I do believe that the intersection is probably going to be the best; it might not be, but I think it will be. So, yes, we're willing to modify this as long as we can - I'd like to get it done tonight, please, and we'd just go through the scenarios of the off-site improvements that are talked about in the PUD documents or the conditions.

Commissioner Samus: Well, Mike, versus doing that, could we not just put a caveat that if this other is done it reverts back to this and if not, this is what it would be. I mean instead of having to go through and change the wording all through it.

Mr. Mullin: Well, we have to look at the -Dan's right. We have to look at the. I was looking at that just a minute ago. We have to look at the PUD documents to make sure we don't need to make any changes.

Mr. McCranie: An idea kinda along Vickie's lines, if I may, we could say we agree to this and/or and kinda one sentence we will come back and modify it if Kimley-Horn, or whoever it is, finds a better alternative. We can put in there that we're willing to come back in front of you and modify it at that time to work that out.

Commissioner Samus: There you go.

Mr. McCranie: That is - we are willing to do that. And then we can have the time to work out specifics on how the cash is paid and/or we stay with what we've got.

Mr. Mullin: I'm sorry, I was writing something.

Mr. McCranie: Possibility. Suggestion to say that we approve the two settlement agreements. I think there are two of them. Right? Along with a caveat that if after a traffic study is done by whomever the County has hired and suggest a better alternative to spend the money that the developer is willing to come back before the Board and modify this agreement to place the money, you know, to deal with that project. However you want to write it, Mike. That way it gives everybody the time so we don't rush through changing this and mess it up. This has been worked on a lot, by everyone. And so

Mr. Mullin: I was thinking about you said that - you said two weeks?

Mr. McCranie: No, I said at any time. I said give however long it takes and I don't even mind taking six months because it's going to take that long. We're never. We're not going to get to the 130<sup>th</sup> CO for a year, year and a half, so we actually have that much time and probably, I would suggest giving the guys eight months. It will

probably take them a little bit longer than the three or four and that way they can look at it in regional area. And if they do come up with something better it's better for all of us. I mean we want something that's best for that area. We would like our money, it's really actually once - we would like the money for this project spent for something that's going to improve the area. And if the intersection is studied not to be the best thing than we don't mind doing it. Other ideas are I mean if all of a sudden it says well what if you did this piece of work and that piece of work looks like it's going to be less than 492,000 than we may be able to as a developer go in and do it and save you money also. And then we can tweak the language based on those specifications. So I just suggest giving Kimley-Horn and/or whoever does the traffic study eight months and if they come up with a recommendation other than what we've already discussed the developer is willing to come back and modify it to discuss you know however you want to word it.

Mr. Mullin: Well, I was thinking of when you were first talking of if you take paragraph two, the parties stipulate the fair share cost is 492,000 based upon the independent analysis done for the County by Kimley-Horn Associates. Where it says petitioner shall satisfy this amount by paying permits, design work and constructing improvements for the intersection as shown in the attached Exhibit A, strike that, and indicating in lieu of that the improvements, excuse me, taking out the improvements, may include and go into the utilization of the \$492,000 shall be determined by the County through a traffic analysis that will consider the improvements as set forth on the attached Exhibit A and other improvements as established in the study.

Mr. McCranie: Mike, if you continue there than I'm concerned that we're promising that we're going to do the intersection and we're going to do some other stuff and...

Mr. Mullin: No, you'll do - it'll either be either or.

Mr. McCranie: But inside the PUD documents, not part of the settlement agreement, but inside the PUD documents, it also talked about off-site improvements in there and it has them spelled out and that's why I'd rather go with what we've got and put one more sentence in the settlement agreement.

Mr. Mullin: Ok

Mr. McCrary: saying either we do what we've got or we do what's found to be better in very simple terms.

Mr. Mullin: (inaudible from commissioners) No, you don't want to..

Mr. McCrary: No, we would just modify the settlement agreement it that's the right legal term.

Mr. Mullin: You modify the settlement agreement based upon the traffic analysis to be conducted within the eight month period of time.

Mr. McCrary: Yes.

Mr. Bayer: What you may want to do perhaps is, I know you've got a lot of other items on the agenda tonight, give us a few minutes to work up some language and bring it back to you. I think we can do that in a short term. It'll be a little bit easier...

Mr. Mullin: Yes. I agree with that one hundred percent. If the Chair agrees with that that's fine.

Chairman Vanzant: I might as well.

End Verbatim 9:09

Begin Verbatim again 9:34

Mr. Mullin: Mr. Chairman, I talked with Mr. Bayer. We've reviewed the language and made one addition and I think if you'll entertain Mr. Bayer's comments on Tab DD that we are close to a solution.

Mr. Bayer: What we've done is we are going to add an amendment number one to paragraph two on the supplemental agreement and that amendment shall read, "That the County is currently conducting a regional traffic study. The parties agree that if the County's consultants recommend that alternative improvements exist to better mitigate the traffic impacts of Petitioner's projects, then the Settlement Agreement and PUD Conditions may 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 to make such recommendations.

Commissioner Acree: Mr. Chair, may be modified, should we not do shall be modified.

Mr. Mullin: Yea, good point.

Mr. Bayer: Ok, that's fine.

Commissioner Samus: So, we need a motion to accept the agreement with this amendment.

Mr. Mullin: You need a motion to accept the supplemental joint settlement agreement and the settlement agreement that are reflected in Tab DD.

Commissioner Samus: I move that with the changes that Mr. Bayer indicated.

Commissioner Deonas: Second.

Chairman Vanzant: Any discussion?

Mr. Mullin: Just as a matter of, you have a commissioner

Commissioner Samus: She can hear us.

Mr. Mullin: I'm just pointing that out.

Mr. Bayer: While we're doing that, one housekeeping matter. I'll go ahead and give this amendment number one to the County Attorney, Mr. Mullin, just so you have it for the official records. Will you make sure everyone who gets copies tomorrow...

Commissioner Samus: Well, I'll withdraw my motion, if you'll withdraw your second cause I have a question regarding the third party agreement that was faxed to me.

Mr. Mullin: We need to get to that next, thank you for that. I said I was going to get to that as you proceeded with these...

Commissioner Samus: Ok, she's here now so I'll leave my motion as stands.

Commissioner Marshall: What was your motion?

Commissioner Samus: My motion was to accept the Settlement Agreement with the amendments that were given to us verbally with the change from may to shall.

Commissioner Acree: Mr. Deonas seconded it.

Chairman Vanzant: Ok, any discussion?

Commissioner Marshall: Yes, sir... I have stated it. I have made it perfectly clear.

Commissioner Samus: You cannot deny that's why we passed the fair share.

Commissioner Marshall: We do not have to rezone. Thank you.

Chairman Vanzant: Ok, any other discussion? If not, all in favor "aye." (Commissioners Acree, Deonas, Samus and Chairman Vanzant vote aye.) Opposed? (Commissioner Marshall votes nay.) One nay. So carried.

Mr. Mullin: You have, before Dennis leaves, you have the three party agreement that was originally rescinded on the night that the vote was taken, I think, and, excuse me, I'm sorry. This is a change and I received it today from Mr. Underwood who's not here. I didn't see Herb come in or his son. The change you can see in the black line language. Mr. Underwood worded this, they're, he worded it. I think the applicant has had a chance to review it and I don't know if they have a copy

Mr. McCranie: We've reviewed it as long as that's the one that was faxed to you on Friday, which was the amended changes which added extra time, basically what it says is we're going to build that road within two years, but if we have problems with the Corps and Water Management District and things like that then we can extend that timeframe and that we are going to bond it. We can either do a letter of credit and/or a surety bond and we have reviewed that and are ready to sign cause we are in agreement.



Mr. Mullin: Yes, then I would suggest you consider a motion either accept or obviously reject the third party agreement.

Commissioner Acree: Move to accept Third Party Agreement.

Commissioner Deonas: Second.

Commissioner Samus: Discussion. I don't like the two years. Where did the two years come from?

Mr. Mullin: In which paragraph are you talking about?

Commissioner Samus: Well, why does it have to be two years? Why can't it be held to units - to the units built just like the developer's agreement was?

Mr. McCranie: To answer you, we would love for it to be longer, like it used to be, however, during, due to their requirements for their marketing plans and

Commissioner Samus: See, I don't think two years is short.

Mr. McCranie: Oh, wow, it'll take us at least a year to permit. That's the problem. We've got to cross a wetland that's going to be a Corps wetland and St. Johns. We're going to have to deal with mitigation and all of that, so, because of that two years and we have to finish construction; not only design and permit, but construct and it's 1600 feet...

Commissioner Samus: Ok.

Mr. Mullin: And can I ask a question, Mr. Chairman. I just noticed this, Dan, on tab W, as soon as I get back to it, what I noticed was something we discussed. No, it's not tab, excuse me, DD. Whatever tab we were, the one we just approved. We indicate LLC, excuse me, Liberty Development, LLC, their successors and assigns. The three party agreement has Woodbridge Nassau Joint Ventures. Should that be changed to Liberty Development?

Mr. McCranie: No longer due to the fact that on Wednesday we closed on the property and so now we are the developers and we are the owners of the 300 acres.

Mr. Mullin: Is it Liberty Development or Woodbridge?

Mr. McCranie: No, it should be Woodbridge Nassau Joint Venture.

Mr. Mullin: Do we need to change then the settlement agreements we just did to reflect?

Mr. McCranie: If it was and/or assigns I would have thought that it would have automatically be assigned to...

Mr. Mullin: But it is now Woodbridge?

Mr. McCranie: It is now Woodbridge.

Mr. Mullin: Ok, can we change then, if the Board approves, Woodbridge Nassau Joint Venture, a Florida Joint Venture, and their successors and assigns.

Mr. McCranie: and/or assigns, that's fine.

Mr. Mullin: Ok, if the Board would accept that change.

Commissioner Acree: I amend my motion to include that change from Woodbridge Nassau Joint Venture to Liberty and their assigns.

Mr. Mullin: No, Woodbridge Nassau Joint Venture, a Florida Joint Venture, and their successors and assigns. Yes, ma'am

Commissioner Deonas: Second reflects.

Commissioner Acree: Right, sorry.

Chairman Vanzant: If no discussion, all in favor, "aye." (Commissioners Acree, Deonas, Samus and Chairman Vanzant respond. Opposed? (Commissioner Marshall voted nay.) So carried. One nay.

Mr. Mullin: And just so it's clear by approving the settlement agreements and Tab DD you have approved the development as listed for those two parcels that were under consideration in the mediation proceedings. Having said that unless Dennis can think of anything or Michelle. But, again, Mr. Chairman, I'd like to thank both Dennis and Michelle and Brian and the developers for, and staff in particular for all their efforts during that proceeding.  
End Verbatim

**Lisa Gregory**

06 OCT - 1 AM 9:54

COUNTY CLERK'S  
OFFICE

**From:** Michael Mahaney  
**Sent:** Saturday, September 30, 2006 1:23 PM  
**To:** Lisa Gregory  
**Cc:** Sabrina Robertson  
**Subject:** FW: CR 107 - SR A1A Intersection Improvements

Please print copies of this first thing Monday morning for the 9:00 A.M. meeting. Thanks.

-----Original Message-----

**From:** Bryon.Russell@CH2M.com [mailto:Bryon.Russell@CH2M.com]  
**Sent:** Friday, September 29, 2006 3:04 PM  
**To:** Michael Mahaney  
**Subject:** CR 107 - SR A1A Intersection Improvements

Mike, Michelle Mecca analyzed the intersection this morning based on the existing traffic from Bill Taylor's 2004 study plus Woodbridge (memo attached). The only improvements needed to bring the intersection up to a level of service D are the addition of a westbound SR 200 left turn lane onto CR 107 southbound, creating an additional southbound lane on CR 107 to receive this lane, restriping CR 107 northbound, and associated signal work. This can be done within the existing right of way by going to curb and gutter on the west side of CR 107. I have attached a cost estimate for this work. It is slightly less than \$492K.



10/1/2006



Kimley-Horn  
and Associates, Inc.

06 OCT - 1 AM 9:52

COUNTY CLERK'S  
OFFICE

Suite 300  
8657 Baypine Road  
Jacksonville, Florida  
32256

*Memorandum*

To: Bryon Russell, P.E.

From: Michelle Mecca, P.E.

Date: September 29, 2006

Subject: Woodbridge PUD Traffic Review

Kimley-Horn and Associates, Inc. (KHA) was asked to review the Woodbridge PUD traffic study and render an opinion regarding the required laneage at the intersection of SR 200 (SR A1A) and CR 107 (Nassauville Road) during the PM peak hour with the removal of the committed (reserved) trips.

The traffic volumes presented by McCranie & Associates, Inc. in the June 10, 2004 report were reviewed. We were directed by Nassau County staff to look at the traffic volumes from the report and determine what laneage improvements were necessary to allow the intersection of SR 200 (SR A1A) and CR 107 (Nassauville Road) to operate at an acceptable Level of Service. The traffic volumes used for this analysis were not to include the committed (reserved) traffic that was in place when the study was completed. The following PM peak hour committed (reserved) trips were removed from the intersection volumes for the analysis:

Eastbound Left - 30  
Eastbound Through - 603  
Eastbound Right - 89

Westbound Left - 177  
Westbound Through - 638  
Westbound Right - 20



Kimley-Horn  
and Associates, Inc.

Northbound Left - 72  
Northbound Through - 10  
Northbound Right - 99

Southbound Left - 20  
Southbound Through - 10  
Southbound Right -

Based on the revised traffic volumes, the intersection analysis of SR 200 (SR A1A) and CR 107 (Nassauville Road) during the PM peak hour will operate at an acceptable Level of Service with the addition of one westbound left turn lane on SR 200 (SR A1A). In addition, the existing laneage for the northbound approach would need to be restriped to be an exclusive northbound left turn lane and a shared through/right lane.

The overall laneage required at this intersection is as follows:

One Eastbound Left  
Two Eastbound Through  
One Eastbound Right

**Two Westbound Left**  
Two Westbound Through  
One Westbound Right

One Northbound Left  
Shared Northbound Through/Right

One Southbound Left  
Shared Southbound Through/Right

CR 107 Urban Alternative  
New four lane

Item	No.	Quantity	Unit	Unit Cost	Cost
Clearing and Grubbing	110-10-1	0.36	Ac	\$10,000.00	\$3,600.00
Embankment	120-6	1760	CY	\$15.00	\$26,400.00
Stabilization	160-4	2766	SY	\$4.59	\$12,695.94
Roadway Base	285-709	2766	SY	\$28.00	\$77,448.00
Roadway Structural Course	334-1-13	465	TN	\$88.00	\$40,920.00
Friction Course	337-7-6	224	TN	\$96.00	\$21,504.00
Solid Stripe	710-23-61	0.25	NM	\$700.00	\$175.00
Skip Stripe	710-21	0.5	GM	\$775.00	\$387.50
RPM's	706-3	100	EA	\$6.00	\$600.00
Type F Curb and gutter	520-1-10	1320	LF	\$27.50	\$36,300.00
Sod	575-1	733	SY	\$2.75	\$2,015.75
Silt Fence	104-13-1	1320	LF	\$1.90	\$2,508.00
P5 Curb Inlets	425-1-351	4	EA	\$4,667.86	\$18,671.44
Type C DBI	425-1-521	1	EA	\$2,340.00	\$2,340.00
P7 Manholes	425-2-41	1	EA	\$3,186.00	\$3,186.00
18" SD	430-174-229	1320	LF	\$70.00	\$92,400.00
18" SD MES	430-984-125	4	EA	\$750.00	\$3,000.00
Single Post Sign (<12)	700-40-1	4	AS	\$407.80	\$1,631.20
Replace one mast arm (NW quadrant)		1	EA	\$33,669.00	\$33,669.00
<b>Quantities subtotal</b>					<b>\$379,451.83</b>
Maintenance of traffic (10%)					\$37,945.18
Mobilization (12%)					\$45,534.22
<b>Total</b>					<b>\$462,931.23</b>

10:01 As discussed in previous meetings, the County Attorney reviewed the Board's options as outlined in the Joint Settlement Agreement relating to the cost of obtaining concurrency for the remainder of the Woodbridge PUD. As outlined in the Third Addendum to the Joint Settlement Agreement the Board considered (1) whether the developer would perform transportation intersection improvements as set forth in Exhibit A of the Amended Joint Settlement Agreement, including any FDOT permit requirements, if needed, and at the developer's expense; or (2) the County accepts a cash donation in the amount of \$492,000; and whether or not either option is capped. (It was later clarified that \$492,000 was the amount originally calculated using the fair share formula.) If the improvements were verified to be less than \$492,000 the developer would pay the County the difference. If the County accepts the cash donation the funds could be applied to any road improvements on CR107; it is not restricted to intersection improvements. Bryon Russell with CH2M Hill, one of three firms under contract with the County for ongoing engineering services, came forward to report that an analysis of the intersection, taking out all committed trips other than Woodbridge, has determined the only improvements needed to bring the intersection up to an

acceptable level of service would be to add an additional westbound SR200 to southbound CR107 left turn and continue that lane down CR107 for approximately one-quarter of a mile. There is also a need to re-stripe CR107 northbound to provide an exclusive left. Additionally, the traffic signal would need to be replaced; ditches would need to be closed and replaced with curb and gutter. Mr. Russell clarified that work can be done within the existing right of way and noted that some other improvements have already been made. The estimated cost is less than \$492,000.

It was also noted that Woodbridge officials have not contacted Florida Department of Transportation to review or seek approval of the proposed improvements. Commissioner Marshall weighed placing the burden for growth at the intersection on one developer. She also noted that there is no contingency allowance in the estimated costs.

The County Attorney explained that if the developer does not wish to continue the due date from October 6, 2006, the Board has two options as described earlier. The group discussed the options and the potential for FDOT changes to Exhibit A as currently depicted. Mr. Mullin explained that if the Board chooses to take the cash donation and use it on intersection improvements, an FDOT permit would be required and whatever costs above \$492,000



would be at the County's expense. If the County takes the cash donation and uses it elsewhere on CR107, FDOT would do the intersection improvements according to their approved schedule (six years later) for six-laning A1A.

It was moved by Commissioner Acree and seconded by Commissioner Marshall to have the developer make the intersection improvements, subject to FDOT's approval. Shep Colledge, representing Woodbridge, and Dan McCranie, Jr., Woodbridge's engineer of record, came forward to recall events, review the traffic study and timeline, which resulted in the Agreement. Mr. Colledge and Mr. McCranie urged the Board to accept the \$492,000 cash donation and resolve their obligation. Mr. Mullin explained the events and calculations based on a fair share formula, noting limitation of discussion because of mediation. Following further discussion, the motion and second were clarified to identify intersection improvements as outlined in Exhibit A in the Agreement; however, the motion and second were withdrawn to more clearly state the motion.

Mr. Russell clarified that one of the intersection improvements that has already been accomplished is the mast arm signal; one would need to be replaced in order to add the additional westbound left turn. It was also clarified that FDOT would need to approve improvements as outlined in

Exhibit A. Mr. Russell indicated that FDOT would look at traffic added by other developments in addition to Woodbridge; CH2M Hill looked at traffic needs in relationship to Woodbridge only, which are not likely to meet the needs of all of the developments impacting CR107. It is possible that FDOT may find the proposed improvements outlined in Exhibit A to be insufficient. Mr. Colledge did not feel that he was responsible for other developers' share or if FDOT changes the scope of work. Mr. Mullin pointed out Item 6 of the Supplemental Joint Settlement Agreement, "In the event the Petitioner's actual costs for the improvements set forth in Paragraph 2 exceed \$492,000, Petitioners shall be solely responsible for the extra costs. If the actual costs are less than \$492,000, the Petitioners shall pay the different to the County..."

Following further discussion, it was moved by Commissioner Acree, seconded by Commissioner Marshall and unanimously carried for the developer to do the intersection improvements in accordance with Exhibit A outlined in the Supplemental Joint Settlement Agreement. The vote on the motion carried unanimously. (See 10:49)

10:35 Mr. McCranie provided a brief update on the mitigation plan and permitting for the southern roadway.

10:35 The County Attorney recommended the Board to consider clarifying the resolution related to the Tradeplex DRI/PUD; however, Commissioner Marshall had briefly departed the meeting. Therefore, the meeting recessed and reconvened at 10:45 a.m.

10:45 Returning to discussion of Supplemental Joint Settlement Agreement for Woodbridge PUD, Mr. Mullin felt that if FDOT should make minor adjustments to Exhibit A, the Board would be on solid ground. However, an argument could be made if FDOT makes a wholesale change and Exhibit A is no longer the guiding document. It was moved by Commissioner Acree and seconded by Commissioner Marshall that if for any reason FDOT does not approve those intersection improvements (as outlined in Exhibit A of the Supplemental Joint Settlement Agreement), the developer, in lieu of the intersection improvements, pay the fair share. Following further clarification, the vote on the motion carried unanimously.

10:49 Returning to discussion of the Tradeplex DRI/PUD and upon the recommendation of the County Attorney, it was moved by Commissioner Acree, seconded by Commissioner Higginbotham and unanimously carried to further clarify in Resolution 2006-150 that the resolution does not pertain to any existing Certificates of Concurrency that have expired.