ORDINANCE NO. 2006- 80

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA REZONING APPROXIMATELY 207.44 ACRES LOCATED WEST OF FERNANDINA MUNICIPAL AIRPORT FROM "RS-1" AND "OR" TO PLANNED UNIT DEVELOPMENT "PUD"; CREATING THE CRANE ISLAND PUD; PROVIDING FOR CONDITIONS; PROVIDING FOR FINDINGS; AND PROVIDING AN EFFECTIVE DATE

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WHEREAS, Lynwood G. Willis and Jane T. Willis, husband and wife, Robert H. Still, Jr. and Michael D. Abney, as Co-Trustees of the Lynwood G. Willis and Jane T. Willis Trust U/D/O December 31, 1992, Vincent G. Graham, Piedmont Square, LLC, a Virginia limited liability corporation, and Crane Island Investments, LLC, a South Carolina limited liability corporation collectively as owners of the subject property authorized the filing of Application R05-023 and associated plans, specifications and exhibits and addenda; and

WHEREAS, Policy 2.05.02 of the Nassau County Comprehensive Plan requires that developments have access to the arterial and collector network, the City of Fernandina Beach has committed to dedicate an access road from the southern end of Bailey Road; and

WHEREAS, the Planning and Zoning Board of Nassau County has considered said PUD Application, as amended, and held public hearings on the same after due notice on October 3, 2006, and made its findings and recommendations thereon; and

WHEREAS, the Board of County Commissioners has considered the findings and recommendations of the Planning and Zoning Board, and has held its own public hearings on the application, as amended, after due notice and finds that the subject property is suitable in location and character for the uses proposed in said application; and

WHEREAS, public notice of this action has been provided in accordance with Chapter 125, F.S.

NOW THEREFORE BE IT ORDAINED this 30th day of October, 2006 by the Board of County Commissioners of Nassau County, Florida:

1

SECTION 1. FINDINGS

That this rezoning is:

- Consistent with the goals, policies and objectives of the Nassau County Comprehensive Plan;
- 2. Consistent with applicable State of Florida law; and

3. Meets the review criteria of Section 25.05C of the Nassau County Zoning Ordinance

SECTION 2. PROPERTY REZONED

The real property legally described in Exhibit A is hereby rezoned from RS-1 and OR to the Planned Unit Development (PUD) zoning district. Development of the property shall proceed in accordance with the procedures and standards of the PUD district regulations and shall generally conform to the Preliminary Development Plan appended as Exhibit B to this Ordinance.

SECTION 3. APPROVAL SUBJECT TO CONDITIONS

The PUD Development Conditions set forth as EXHIBIT C shall be made a part of this Planned Unit Development, and the development of the property shall be subject to said Conditions.

2

SECTION 4. MITIGATION PLAN

It is acknowledged that a mitigating offsetting reduction of density created in the Coastal High Hazard Area by this rezoning is provided by a reduction of density in the approved PLM West DRI Development, and that said reduction in the PLM West Development may be applied only to the increase on Crane Island, and as specifically defined in EXHIBIT D to Addendum Four of the application for rezoning, Mitigation Plan for Crane Island Development Related to Coastal High Hazard Area and that this ordinance and Exhibit F constitute a binding Agreement.

SECTION 5. EXHIBITS

The following exhibits are accepted and incorporated as part of this rezoning: Exhibit "D-1", map of access road; Exhibit "D-2", Development Dual Entrance Standard memorandum from Jose Deliz to Bob Rowland dated January 12, 2005; Exhibit "E", Decision granting final Certificate of Concurrency with conditions dated October 4, 2005; Exhibit "F", Mitigation Plan for Crane Island Development related to Coastal High Hazard Area; Exhibit "G", Draft Grant of Avigation Easement from Willis, Still, Abney, Graham, Crane Island Investments et. al. to City of Fernandina Beach.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect upon its being filed in the Office of the Secretary of State.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

THOMAS D. BRANAN, JR. V Its: Chairman

ATTEST:

A. CRAWFORD J2HN

Its: Ex-Officio Clerk

Approved as to form by the Nassau County Attorney: MICHAEL S. MULLIN,

County Attorney

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rax:043-9/1-1664

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P. 04

MAP SHOWING

A PORTION OF SECTION 19, "CRANEY ISLAND," AND A PORTION OF SECTIONS 5 AND 49, ALL IN TOWNSHIP 2 NORTH, RANGE 28 EAST,! NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Definition of ASECTION 11, "TORNEY ISLAND," AND A PORTING of STATUS AND SALVE STATUS AND SALVE STATUS AND SALVE STATUS AND SALVEST AND SAL

CONTAINING 207.44 ACRES, MORE OR LESS

SHEET 2 OF 2 SHEETS

	DRAFTER: JRS	JOB No. 2004-694
	THE ORIGINAL RAISED BEAL OF A FLORIDA LICENSED SURVEY OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NO	
AN EVER DEMERSING SHOWN AND STATED HEREDA, THE MAP OR UNVEY MEETE THE MANAMAN TECHNICAL STANDARDS BET FORTH THE FLORIDA BOARD OF MORESSICHLA SURVEYORS & MAPPENS, CHAPTER SIOTZ-S, FLORIDA ADAMSETRATIVE CODE, PURSUANT SECTION 472.027, FLORIDA ADAMSETRATIVE CODE, PURSUANT SECTION 472.027, FLORIDA ADAMSETRATIVE CODE, PURSUANT SECTION 472.027, FLORIDA STATUTES, AND DOES NOT -HEDESLAPILY MEET ANY OTHER NATIONAL OR REDICIAL STANDARDS.	Clary & Associates, Inc. PROFESSIONAL LAND SURVEYORS 3830 ONOWN POINT ROAD SUITE "A" JACKSONVILLE, FLORIDA 32257	LEGEND N.W - Restract Mat N.W - Restract - Mat N.W - Restract - Mat N.W - Restract - Mat N.W - Restract - Mat C.W.Y Mat C.W.Y Mat - C.W.Y Mat
DATE JULY 13. 2004 SCALE 1" = 600' CHECKED BY: REF 0.8	(964) 260-2703 LB So S731 / GREGORY B CLARY, P.L.S. PERT. NO	CLARY POLY - PACED - ARC LONGTH - ARC LONGTH - 7 - TANGENT - 7 - 7 - 7 - 7 - 7 - 7 - 7 - 7 - 7 - 7





	LINE T	TABLE		LINE TA	BLE	1	LINE TA	BLE
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	44.14	S17"13'24"W	L56	51.11	S88*00'31"V	L111	28.13	S11*13'35'E
L2	37.77	S30*09'07'E	L57	56.09	N70*12'28'V	L112	91.10	S03*30'40*E
L3	42.47	S25*59'31'V	L58	60.06	S83*36'37'W	L113	42.34	S01*09'27*E
L4 L5	29.10	S10*33'26'E	L59	42.23	N44*46'36*W	L114	12.61	S43*09'18'W
L5	88.91		L60 L61	55.12 37.96	N24*21'39"E N13*31'32"E	L115	<u> </u>	S24*36'25'E
L0	50.91		L62	48.79	N80*53'00'W	L116	19.16	S00*40'18'E S06*42'47'E
LB	48.34	S16*12'58'V	L63	53.12	S67*02′56″W	L117	22.54	S41*17'53'E
L9	61.63	S13*55′55*V	L64	50.17	N51*42'00'W	L119	21.03	
L10	43.B4	S09*55'59*V	L65	52.60	N54*14'14"W	L120	97.13	S23*22'17"E
L11	27.58	S79*54'16'E	L66	32.17	206•15,56.A	L121	48.41	\$37*29'36*E
L12	34.19	<u>\$59*55′25′E</u>	L67	43.20	S00*45'14"E	L122	46.50	N79*08/54/E
L13	42.94	N62*26'44'E	L68	54.91	S66*37'45'V	L123	8.48	S47*05'32'E
L14	28.26	S10*52'46'V	L69	40.09	S26*47'01'E	L124	62.12	S34*52'47"
L15	19.06	N62*20'22*E	L70	70.54	\$34*28'50'E	L125	60.43	<u>S26*54′22*E</u>
<u></u>	44.72	N59*10'11*E	L71	29.88	S52*43'47"W	L126	63,98	S22*29'46'E
L17	17.90	S05*04'47"E	L72	40.56	S12*55'52'E	L127	103.70	S22*26'49*E
L18 L19	<u>48.73</u> 39.47	N63*00'16'E	L73 L74	68.33	S34*50'09"	L128	78.39	<u>S23*04'12'E</u>
L20	22.47	<u>S68*48'49*E</u> S37*38'19*E	L/4 L75	62.01 56.88	<u>S08*08'27*W</u> S43*06'29*W	L129 L129A	<u> </u>	<u>S23*47′18*E</u> S39*20′31*E
L21	39.82	S18*51′34″W	L75	70.57	<u></u>	L129B	4,81	
L22	59.57		L78	62.08	<u></u>	L130	78.19	<u>3391923 w</u> S26*13'06'E
L23	57.23	N53*11'47*E	L78	10.29	S01*54'42'W	L131	81.06	S26*52'25'E
L24	53.19	S38•33'29'E	L79	65.56	V*£0'88'252	L132	50.77	N71*21'42*E
L25	55.78	S62*31'19'E	L80	55.57	S02*24'09*W	L133	45.47	S45*49'21'
L26	50.31	S78*27'53'E	L81	29.08	S13*21′41″W	L134	30.97	S13*37'41'
L27	45.42	N50*34'12'E	L82	55.93	S10*29'18*E	L135	39.22	S19*47′51″
L28	43.00	S60*43'47"E	L83	27.52	S28*09'20'E	L136	34,98	S05*18'19"
L29	40.26	N52*43'36'E	L84	73.83	<u>\$18*32'11*\</u>	L137	73.60	<u></u>
L30	46.12	288•15,03 . E	L85	62.12		L138	55,84	N51*36'38'
L31	47.01	N41*45′57'E	L86	72.81	S04*20'27"E	L139	39.09	<u>N24*08/26/1</u>
L32	47.55	N22*14'57*V	L87	26.54	S11*08'22*E	L140	29.05	N25*02'30'
L33	35.18	N48*11'37*E	L88	34.76	S47*11'08*E	L141	33.16	N20*01'35*\
L34 L35	37.86		L89 L90	47.69 68.56	S24*56'05'V	L142	32.32	NB1*17/35*1
L35	35.37	S71*01′02″E S75*24′17″E	L 90	93.20	<u>\$34*09'22*E</u> \$18*01'29*E	L143	25.79	N13*57′54′\ N59*56′59 ′
L30	32.83	N09*03'14'E	L92	73.45	S00*03'09'E	L145	49.94	N23*56/51/
L38	26.25	N55*00'50'E	L93	60.56	S04*37'31'W	L146	59.13	N01*25'58"
L39	24.07	N05*17'04'V	L94	48.84	S53+05,58,E	L147	96.48	N01*52'28"
L40	34.03	NB4*01'41"W	L95	42.47	\$48*56'00"E	L148	47.07	N24-22'15"
L41	20.98	N41°40'31"E	L96	28.89	S21*51′26″₩	L149	44.74	N42*45'18"
L42	43.49	N21*56'48'E	L97	40.05	S40*48'31"E	L150	30.01	N73*55′52*
L43	18.80	N34*35'47"E	L98	91.45	S10*05/51*E	L151	109.70	N30*06/31*
L44	36.76	N02*39'18"E	L99	23.93	S08*51'12'E	L152	77.79	N25*47'00*\
L45	32.65	N15*59'06'W	L100	54.23	S62*16'58'V	L153	73.17	N43*11'45*
L46	41.05	N42*40'30'E	L101	41.94	S23*47'57*V	L154	61.80	N33*24′53″
L47	38.45	N13*41'45'V	L102	58,55	S41°57′38′₩	L155	42.75	<u>\$63*59'48'\</u>
L48	32.82	N50*05'20'V	L103	21.18	S27*01'24'E	L156	120.09	S30*12'26*'
L49 L50	27.61 27.97	N68*00'28'V	L104	67.06 21.85	S20*20'26'V	L157 L158	117.90 65.29	N08*55'59* N48*16'17*
L50 L51	27.97	N00*00'58'E	L105	29.16	S04*45'57'W S48*57'05'E	L158	64.23	N00*02'08'
L51 L52	27.87	N78*50'48'V	L106	24.78	S24*59'34'V	L160	17.27	N65*03'31*'
L53	29.06	N50*10'20"W	L107		S13*59'27"E	L161	32.44	N20*27'27'
L54	58.58	N76*09'34*W	L109		S04*52′56″V	L162	84.04	N10*54'24"
L55	50.47	N79*18'25'V	L110		S2*11′21″∀	L163	68.17	N25*08'35*
							SH	EET 3 OF 9
					DA LICENSED SURVEYOR AN ES ONLY AND IS NOT VALI			RAFTER: JLS 08 No. 2006-393
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LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L164	47.88	N81*26'01*E	L219	38.73	N61*24′28*W
L165	54.09	N80*01'37*E	L220	76.00	N77*15'09*W
L166	76.24	N33*23'12'E	L221	75.11	N26*08'20'W
L167	42.06	N04*14'50'E	L222	59,96	N87*15'53'V
L168	31.73	N48*35'06"E	L223	18,44	S41*57′59*₩
L169	103.24	N06*43'43'V	L224	32.02	S86*44'42*W
L170	32.37	N06*55'43*E	L225	37.28	S45*56′41″∀
L171	19.57	N38*10'34'E	L226	62.80	S66*10'34'V
L172	46.10	N49*19'11'E	L227	44.68	N32*04'44'W
L173	26.11	N05*42'31'E	L228	44.68	N04*00'41*E
L174	31.50	N89*15/37*E	L229	40,56	N14*D1'24*E
L175	14.81	\$57*38′59*E	L230	56.17	N36*09'27'E
L176	23.72	S17*17'06'W	L231	28.71	N00*14'29"W
L177	28.37	S03*48/17*E	L232	42.14	N44*06'34"E
L178	32.56	N81*43'44'E	L233	49.13	N50*53'28'E
L179	34.32	S31*11′33 ′ E	L234	59.33	N11*11'00"E
L180	46.15	N48*39'39'E	L235	57.97	N10*04'34"E
L191	45.69	N33*17'33'E	L236	60.56	N17*17'25'E
L182	50.45	N37*09'30'E	L237	14.73	N14*10′06*₩
L183	38,40	N23*52'30*V	L238	89.67	N25*32'41'₩
L184	26.01	N01*40'20'E	L239	64.29	N05*52'58'V
L185	33.25	N78*42'40"	L240	42.83	N26*13'54"E
L186	37.47	N53*54'03'V	L241	13.37	N77*13'35"E
L187	39.73	N32*02'07"	L242	43.64	N02*48'04"E
L188	44.35	N44*32'44"W	L243	42.10	N60*51'46'W
L189	27.04	N23*21'44*V	L244	33.89	N81*06'25"E
L190	32.09	N30*39'50'V	L245	33.86	N09*26'28'E
L191	44.54	N64*23'43"V	L246	31.02	N01*23'11'E
L192	48.95	N40*28/53*¥	L247	22.98	N12*25'06"E
L193	61.93	N47*04′56*₩	L248	18,57	N53*09'42*W
L194	44.82	N37*49'02'V	L249	36.96	N79*12'01"W
L195	18.71	S66*43'38'E	L250	13.58	N56*05'25'V
L196	57.51	N04*19'50'E	L251	39.82	S79*34′56*E
L197	38.44	N53*32'35'E	L252	21.63	\$72*56′52°E
L198	32.67	\$52*42'52*E	L253	19.28	N42*29'04"E
L199	76.75	N52*02'41"E	L254	45.31	N05*15/21*V
L200	22.61	N82*56'46*E	L255	37.61	N18*15/22*E
L201	24.72	\$19*49'35 * E	L256	35.70	N42*38'41"E
L202	69.60	\$84*30'37*E	L257	25.86	N37*57′57″W
L203	75.38	N57*02'24'E	L258	26.47	N50*45/53*E
L204	55.99	N67*48'15'E	L259	28.93	N06*31'46"E
L205	51.05	N77*05'19"E	L260	53.33	N18*14'24"E
L206	42.66	N88*08'18'E	L261	53.61	N00*08'58'E
L207	48.70	N29*13/20*E	L262	30.25	N20*40/12*V
L208	36.16	N54*39'43'E	L263		
L209	33.46		L264		N07*10′53″E
L210	42.85	N01*21′49″₩	L265		
L211	42.78		L266		
L212	50.58		L267	58.16	N11*22'13"V
L213		N26*51'13*V	L268	32,48	N12*39'35"V
L214	49.83	N07*27'03'W	L269		
L215		N26*20'03'V	L270	3,26	N00*27/16*W
L216	40.52	N69*00'26'W	_		
L217	39.21	N35*58'03'W			
	53.43	N57*15′59″₩			

SHEET 4 OF 9 DRAFTER: JLS JOB No. 2006-393 UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR "EY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH E FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, APTER BIG17-5, FLORIDA ADMINISTRATIVE CODE, PURSUANT UTION 472-027, FLORIDA STATULIES, AND DOES HOT SARILY, WEET ANY OTHER NATIONAL OR REGIONAL STANDARDS. Clary & Associates, Inc. PROFESSIONAL LAND SURVEYORS 3830 CROWN POINT ROAD SUITE "A" JACKSONMILLE, FLORIDA 32257 (904) 260-2703) LB NO. 3731 MARCH DATE 2006 SCALE N/A BL alman CHECKED BY:, B. L. PITTMAN, P.L.S. CERT. NO. 4827 as

UPLAND PARCEL 1

A PORTION OF SECTIONS 6 AND 49, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, SAID TOWNSHIP AND RANGE; THENCE SOUTH 89'41'48" EAST. ALONG THE NORTHERLY LINE OF SAID SECTION 6. A DISTANCE OF 1143.72 FEET TO ITS INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE: THENCE SOUTH 23'25'53" WEST, ALONG LAST SAID LINE, 1135.18 FEET. TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS 0539, PAGE 1099, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 83'40'50" WEST, ALONG LAST SAID LINE, AND ALONG SAID SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1099, A DISTANCE OF 700.79 FEET, TO THE POINT OF BEGINNING: THENCE CONTINUE SOUTH 83.40'50" WEST, ALONG LAST SAID LINE, 204.22 FEET: THENCE SOUTH 17"13'24" WEST, 44.14 FEET: THENCE SOUTH 30"09'07" EAST, 37.77 FEET; THENCE SOUTH 25'59'31" WEST, 42.47 FEET; THENCE SOUTH 10'33'26" EAST. 29.10 FEET: THENCE SOUTH 02'10'19" WEST. 60.58 FEET: THENCE SOUTH 00°07'55" WEST, 88.91 FEET; THENCE SOUTH 21°10'52" EAST, 50.91 FEET; THENCE SOUTH 16"12'58" WEST, 48.34 FEET; THENCE SOUTH 13"55'55" WEST, 61.63 FEET; THENCE SOUTH 09'55'59" WEST, 43.84 FEET; THENCE SOUTH 79'54'16" EAST, 27.58 FEET; THENCE SOUTH 59'55'25" EAST, 34.19 FEET; THENCE NORTH 62'26'44" EAST, 42.94 FEET; THENCE SOUTH 10'52'46" WEST, 28.26 FEET; THENCE NORTH 62'20'22" EAST, 19.06 FEET; THENCE NORTH 59'10'11" EAST, 44.72 FEET; THENCE SOUTH 05'04'47" EAST, 17.90 FEET; THENCE NORTH 63'00'16" EAST, 48.73 FEET; THENCE SOUTH 68'48'49" EAST, 39.47 FEET; THENCE SOUTH 37'38'19" EAST, 22.47 FEET; THENCE SOUTH 18'51'34" WEST, 39.82 FEET; THENCE SOUTH 34'28'21" EAST, 59.57 FEET; THENCE NORTH 53'11'47" EAST, 57.23 FEET; THENCE SOUTH 38'33'29" EAST, 53.19 FEET; THENCE SOUTH 62'31'19" EAST, 55.78 FEET; THENCE SOUTH 78'27'53" EAST, 50.31 FEET; THENCE NORTH 50°34'12" EAST, 45.42 FEET; THENCE SOUTH 60°43'47" EAST, 43.00 FEET; THENCE NORTH 52°43'36" EAST, 40.26 FEET; THENCE SOUTH 88"12'09" EAST, 46.12 FEET; THENCE NORTH 41"45'57" EAST, 47.01 FEET; THENCE NORTH 22"14'57" WEST, 47.55 FEET; THENCE NORTH 48"11'37 EAST, 35.18 FEET; THENCE SOUTH 58'00'14" EAST, 37.86 FEET; THENCE SOUTH 71'01'02" EAST, 58.66 FEET; THENCE SOUTH 75'24'17" EAST, 35.37 FEET; THENCE NORTH 09'03'14" EAST, 32.83 FEET: THENCE NORTH 55'00'50" EAST, 26.25 FEET; THENCE NORTH 05'17'04" WEST, 24.07 FEET; THENCE NORTH 84'01'41" WEST, 34.03 FEET; THENCE NORTH 41'40'31" EAST, 20.98 FEET; THENCE NORTH 21'56'48" EAST, 43.49 FEET; THENCE NORTH 34°35'47" EAST, 18.80 FEET;

	SHEET 5 OF 9
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.	DRAFTER: JLS JOB No. 2006-393
UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR "URVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH THE FLORIDA BOARD OF PROFESSIONAL STANDARDS SET FORTH SECTION 472027; FLORIDA STATUTES, AND DOES NOT DESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS. CONTRACTOR OF PROFESSIONAL CONTRACTOR OF PROFESSIONAL STANDARDS. CONTRACTOR OF PROFESSIONAL STANDARDS. CLARY & ASSOCIATES, Inc. PROFESSIONAL LAND SURVEYORS & MAPPERS, 3830 CROWN POINT ROAD SUITE "A" JACKSONVILLE, FLORIDA 32257	
DATE	CLARY
SCALE N/A B.L.Tittman	
CHECKED BY: B. L. PITTMAN, P.L.S. CERT. NO. 4	827

THENCE NORTH 02'39'18" EAST, 36.76 FEET; THENCE NORTH 15'59'06" WEST, 32.65 FEET; THENCE NORTH 42'40'30" EAST, 41.05 FEET; THENCE NORTH 13'41'45" WEST, 38.45 FEET; THENCE NORTH 50'05'20" WEST, 32.82 FEET; THENCE NORTH 68'00'28" WEST, 27.61 FEET; THENCE NORTH 00'00'58" EAST, 27.97 FEET; THENCE NORTH 45'23'07" WEST, 22.20 FEET; THENCE NORTH 78'50'48" WEST, 27.87 FEET; THENCE NORTH 50'10'20" WEST, 29.06 FEET; THENCE NORTH 76'09'34" WEST, 58.58 FEET; THENCE NORTH 79'18'25" WEST, 50.47 FEET; THENCE SOUTH 88'00'31" WEST, 51.11 FEET; THENCE NORTH 70'12'28" WEST, 56.09 FEET; THENCE SOUTH 83'36'37" WEST, 60.06 FEET; THENCE NORTH 44'46'36" WEST, 42.23 FEET; THENCE NORTH 24'21'39" EAST, 55.12 FEET; THENCE NORTH 13'31'32" EAST, 37.96 FEET; THENCE NORTH 80'53'00" WEST, 48.79 FEET; THENCE SOUTH 67'02'56" WEST, 53.12 FEET; THENCE NORTH 51'42'00" WEST, 50.17 FEET; THENCE NORTH 54'14'14" WEST, 52.60 FEET TO THE <u>POINT OF BEGINNING</u>.

CONTAINING 8.30 ACRES MORE OR LESS.

TOGETHER WITH:

UPLAND PARCEL 2

A PORTION OF SECTIONS 6 AND 49, AND A PORTION OF SECTION 19, "CRANEY ISLAND," ALL IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, SAID TOWNSHIP AND RANGE; THENCE SOUTH 89'41'48" EAST. ALONG THE NORTHERLY LINE OF SAID SECTION 6. A DISTANCE OF 1143.72 FEET TO ITS INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE; THENCE SOUTH 23°25'53" WEST, ALONG LAST SAID LINE, 1135.18 FEET, TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS 0539, PAGE 1099, OF THE PUBLIC RECORDS OF SAID COUNTY; 'THENCE SOUTH 83'40'50" WEST, ALONG LAST SAID LINE, AND ALONG SAID SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1099, A DISTANCE OF 953.93 FEET, TO THE <u>POINT OF BEGINNING;</u> THENCE CONTINUE SOUTH 83'40'50" WEST, ALONG LAST SAID LINE, 819.67 FEET; THENCE SOUTH 06"12'26" WEST, 32.17 FEET; THENCE SOUTH 00"45'14" EAST, 43.20 FEET; THENCE SOUTH 66'37'45" WEST, 54.91 FEET; THENCE SOUTH 26'47'01" EAST, 40.09 FEET; THENCE SOUTH 34'28'50" EAST, 70.54 FEET; THENCE SOUTH 52'43'37" WEST, 29.88 FEET; THENCE SOUTH 12'55'52" EAST, 40.56 FEET; THENCE SOUTH 34'50'09" WEST, 68.33 FEET; THENCE SOUTH 08'08'27" WEST, 62.01 FEET; THENCE SOUTH 43'06'29" WEST, 56.88 FEET; THENCE SOUTH 03'57'04" WEST, 70.57 FEET; THENCE SOUTH 27'42'55" WEST, 62.08 FEET: THENCE SOUTH 01'54'42" WEST, 10.29 FEET;

	SED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER FORMATIONAL PURPOSES ONLY AND IS NOT VALID.	DRAFTER: JLS JOB No. 2006-393
UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR "REFY MEETS. THE MINIMUM TECHNICAL STANDARDS SET FORTH THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, HAPTER BIGT7-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT SECTION 472:027, "FLORIDA" STATUTES, "AND DOES. NOT SECTION 472:027, "FLORIDA" STATUTES, "AND DOES. NOT SECTION 472:027, "FLORIDA" STATUTES, "AND DOES. NOT	Clary & Associates, Inc. PROFESSIONAL LAND SURVEYORS 383D CROWN POINT ROAD SUITE "A" JACKSONVILLE, FLORIDA 32257 (904) 260-2703 LB NO. 3731	
DATE MARCH 2006	(904) 260-2703 LB NO. 3731	
SCALE N/A	B.L.T.T.Tman	
CHECKED BY:	B. L. PITTMAN, P.L.S. CERT. NO. 482	27

SHEET 6 OF 9

THENCE SOUTH 35'38'03" WEST, 65.56 FEET; THENCE SOUTH 02'24'09" WEST, 55.57 FEET; THENCE SOUTH 13°21'41" WEST, 29.08 FEET; THENCE SOUTH 10°29'18" EAST, 55.93 FEET; THENCE SOUTH 28'09'20" EAST, 27.52 FEET; THENCE SOUTH 18'32'11" WEST, 73.83 FEET; THENCE SOUTH 03'32'52" WEST, 62.12 FEET; THENCE SOUTH 04'20'27" EAST, 72.81 FEET; THENCE SOUTH 11'08'22" EAST, 26.54 FEET; THENCE SOUTH 47"11'08" EAST, 34.76 FEET; THENCE SOUTH 24"56'05" WEST, 47.69 FEET; THENCE SOUTH 34"09'22" EAST, 68.56 FEET; THENCE SOUTH 18"01'29" EAST, 93.20 FEET; THENCE SOUTH 00'03'09" EAST, 73.45 FEET; THENCE SOUTH 04'37'31" WEST, 60.56 FEET; THENCE SOUTH 23.02'28" EAST, 48.84 FEET; THENCE SOUTH 48.56'00" EAST, 42.47 FEET; THENCE SOUTH 21'51'26" WEST, 28.89 FEET; THENCE SOUTH 40°48'31" EAST, 40.05 FEET; THENCE SOUTH 10°05'51" EAST, 91.45 FEET; THENCE SOUTH 08'51'12" EAST, 23.93 FEET; THENCE SOUTH 62'16'58" WEST, 54.23 FEET; THENCE SOUTH 23'47'57" WEST, 41.94 FEET; THENCE SOUTH 41'57'38" WEST, 58.55 FEET; THENCE SOUTH 27'01'24" EAST, 21.18 FEET; THENCE SOUTH 20'20'26" WEST, 67.06 FEET; THENCE SOUTH 04 45'57" WEST, 21.85 FEET; THENCE SOUTH 48 57'05" EAST, 29.16 FEET; THENCE SOUTH 24.59'34" WEST, 24.78 FEET; THENCE SOUTH 13'59'27" EAST, 31.20 FEET; THENCE SOUTH 04'52'56" WEST, 32.27 FEET; THENCE SOUTH 52"11'21" WEST, 24.90 FEET; THENCE SOUTH 11"13'35" EAST, 28.13 FEET; THENCE SOUTH 03.30'40" EAST, 91.10 FEET; THENCE SOUTH 01.09'27" EAST, 42.34 FEET; THENCE SOUTH 43'09'18" WEST, 12.61 FEET; THENCE SOUTH 06'42'47" EAST, 556.62 FEET; THENCE SOUTH 24.36'25" EAST, 27.79 FEET; THENCE SOUTH 00.40'18" EAST, 81.14 FEET; THENCE SOUTH 06'42'47" EAST, 19.16 FEET; THENCE SOUTH 41"17'53" EAST, 22.54 FEET; THENCE SOUTH 07"58'59" WEST, 21.03 FEET; THENCE SOUTH 23'22'17" EAST, 97.13 FEET; THENCE SOUTH 37'29'36" EAST, 48.41 FEET; THENCE NORTH 79'08'54" EAST, 46.50 FEET; THENCE SOUTH 47'05'32" EAST, 8.48 FEET; THENCE SOUTH 34.52'47" WEST, 62.12 FEET; THENCE SOUTH 26.54'22" EAST, 60.43 FEET; THENCE SOUTH 22'29'46" EAST, 63.98 FEET; THENCE SOUTH 22'26'49" EAST, 103.70 FEET; THENCE SOUTH 23 04'12" EAST, 78.39 FEET; THENCE SOUTH 23'47'18" EAST, 83.24 FEET; THENCE SOUTH 39'20'31" EAST, 17.24 FEET; THENCE SOUTH 39'19'23" WEST, 4.81 FEET; THENCE SOUTH 26'13'06" EAST, 78.19 FEET; THENCE SOUTH 26'52'25" EAST, 81.06 FEET; THENCE NORTH 71'21'42" EAST, 50.77 FEET; THENCE SOUTH 45'49'21" EAST, 45.47 FEET; THENCE SOUTH 13'37'41" EAST, 30.97 FEET; THENCE SOUTH 19'47'51" EAST, 39.22 FEET; THENCE SOUTH 05'18'19" EAST, 34.98 FEET; THENCE SOUTH 31'21'20" EAST, 73.60 FEET; THENCE NORTH 51'36'38" EAST, 55.84 FEET; THENCE NORTH 24'08'26" EAST, 39.09 FEET; THENCE NORTH 25°02'30" EAST, 29.05 FEET; THENCE NORTH 20°01'35" WEST, 33.16 FEET; THENCE NORTH 81 17'35" EAST, 32.32 FEET; THENCE NORTH 13 57'54" WEST, 47.79 FEET; THENCE NORTH 59'56'59" EAST, 25.79 FEET; THENCE NORTH 23'56'51" EAST, 49.94 FEET; THENCE NORTH 01°25'58" EAST, 59.13 FEET; THENCE NORTH 01°52'28" WEST, 96.48 FEET; THENCE NORTH 24*22'15" WEST, 47.07 FEET;

	SHEET 7 OF 9
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPE THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.	R DRAFTER: JLS JOB No. 2006-393
UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR TVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH HE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IMPTER 61017-6, FLORIDA ADMINISTRATIVE COCE, PURSUANT ECTION 472.027, FLORIDA STATUTES, AND DOES NOT SSARELY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.	
DATE	
SCALE N/A S.L.T.TIMA	
CHECKED BY: B. L. PITTMAN, P.L.S. CERT. NO.	4827

THENCE NORTH 42'45'18" EAST, 44.74 FEET; THENCE NORTH 73'55'52" EAST, 30.01 FEET; THENCE NORTH 30'06'31" EAST, 109.70 FEET; THENCE NORTH 25'47'00" WEST, 77.79 FEET; THENCE NORTH 43'11'45" WEST, 73.17 FEET; THENCE NORTH 33'24'53" WEST, 61.80 FEET; THENCE SOUTH 63'59'48" WEST, 42.75 FEET; THENCE SOUTH 30"12'26" WEST, 120.09 FEET; THENCE NORTH 08"55'59" EAST, 117.90 FEET; THENCE NORTH 48'16'17" EAST, 65.29 FEET; THENCE NORTH 00'02'08" EAST, 64.23 FEET; THENCE NORTH 65'03'31" WEST, 17.27 FEET; THENCE NORTH 20'27'27" EAST, 32.44 FEET; THENCE NORTH 10'54'24" WEST, 84.04 FEET: THENCE NORTH 25'08'35" EAST, 68.17 FEET; THENCE NORTH 81 26'01" EAST, 47.88 FEET; THENCE NORTH 80 01'37" EAST, 54.09 FEET; THENCE NORTH 33'23'12" EAST. 76.24 FEET; THENCE NORTH 04"14'50" EAST, 42.06 FEET; THENCE NORTH 48"53'06" EAST, 31.73 FEET; THENCE NORTH 06'43'43" WEST, 103.24 FEET; THENCE NORTH 06'55'43" EAST, 32.37 FEET; THENCE NORTH 38'10'34" EAST, 19.57 FEET; THENCE NORTH 49'19'11" EAST, 46.10 FEET; THENCE NORTH 05'42'31" EAST, 26.11 FEET; THENCE NORTH 89'15'37" EAST, 31.50 FEET; THENCE SOUTH 57"38'59" EAST, 14.81 FEET; THENCE SOUTH 17"17'06" WEST, 23.72 FEET; THENCE SOUTH 03'48'17" EAST, 28.37 FEET; THENCE NORTH 81'43'44" EAST, 32.56 FEET; THENCE SOUTH 31'11'33" EAST, 34.32 FEET; THENCE NORTH 48'39'39" EAST. 46.15 FEET: THENCE NORTH 33"17'33" EAST, 45.69 FEET; THENCE NORTH 37'09'30" EAST, 50.45 FEET; THENCE NORTH 23'52'30" WEST, 38.40 FEET; THENCE NORTH 01'40'20" EAST, 26.01 FEET; THENCE NORTH 78'42'40" WEST, 33.25 FEET; THENCE NORTH 53'54'03" WEST, 37.47 FEET; THENCE NORTH 32'02'07" WEST, 39.73 FEET; THENCE NORTH 44'32'44" WEST, 44.35 FEET; THENCE NORTH 23'21'44" WEST, 27.04 FEET; THENCE NORTH 30'39'50" WEST, 32.09 FEET; THENCE NORTH 64°23'43" WEST. 44.54 FEET: THENCE NORTH 40°28'53" WEST, 48.95 FEET; THENCE NORTH 47'04'56" WEST, 61.93 FEET; THENCE NORTH 37'49'02" WEST, 44.82 FEET; THENCE SOUTH 66'43'38" EAST, 18.71 FEET; THENCE NORTH 04'19'50" EAST, 57.51 FEET; THENCE NORTH 53.32'35" EAST, 38.44 FEET; THENCE SOUTH 52.42'52" EAST, 32.67 FEET; THENCE NORTH 52°02'41" EAST, 76.75 FEET; THENCE NORTH 82'56'46" EAST, 22.61 FEET; THENCE SOUTH 19'49'35" EAST, 24.72 FEET; THENCE SOUTH 84'30'37" EAST, 69.60 FEET; THENCE NORTH 57'02'24" EAST, 75.38 FEET; THENCE NORTH 67"48'15" EAST, 55.99 FEET; THENCE NORTH 77"05'19" EAST, 51.05 FEET; THENCE NORTH 88'08'18" EAST, 42.66 FEET; THENCE NORTH 29'13'20" EAST, 48.70 FEET; THENCE NORTH 54'39'43" EAST, 36.16 FEET; THENCE NORTH 22'26'27" WEST, 33.46 FEET; THENCE NORTH 01 21'49" WEST, 42.85 FEET; THENCE NORTH 01'01'57" WEST, 42.78 FEET; THENCE NORTH 31'15'19" EAST, 50.58 FEET; THENCE NORTH 26'51'13" WEST, 38.62 FEET; THENCE NORTH 07'27'03" WEST, 49.83 FEET; THENCE NORTH 26'20'03" WEST, 55.55 FEET; THENCE NORTH 69'00'26" WEST, 40.52 FEET: THENCE NORTH 35'58'03" WEST, 39.21 FEET: THENCE NORTH 57'15'59" WEST,



53.43 FEET; THENCE NORTH 61"24'28" WEST, 38.73 FEET; THENCE NORTH 77"15'09" WEST, 76.00 FEET; THENCE NORTH 26'08'20" WEST, 75.11 FEET; THENCE NORTH 87'15'53" WEST, 59.96 FEET; THENCE SOUTH 41'57'59" WEST, 18.44 FEET; THENCE SOUTH 86'44'42" WEST, 32.02 FEET; THENCE SOUTH 45'56'41" WEST, 37.28 FEET; THENCE SOUTH 66'10'34" WEST, 62.80 FEET: THENCE NORTH 32'04'44" WEST, 44.68 FEET; THENCE NORTH 04.00'41" EAST, 44.68 FEET; THENCE NORTH 14.01'24" EAST, 40.56 FEET; THENCE NORTH 36'09'27" EAST, 56.17 FEET; THENCE NORTH 00'14'29" WEST, 28.71 FEET; THENCE NORTH 44.06'34" EAST, 42.14 FEET; THENCE NORTH 50'53'28" EAST, 49.13 FEET; THENCE NORTH 11'11'00" EAST, 59.33 FEET; THENCE NORTH 10'04'34" EAST, 57.97 FEET; THENCE NORTH 17'17'25" EAST, 60.56 FEET; THENCE NORTH 14"10'06" WEST, 14.73 FEET; THENCE NORTH 25"32'41" WEST, 89.67 FEET; THENCE NORTH 05'52'58" WEST, 64.29 FEET; THENCE NORTH 26'13'54" EAST, 42.83 FEET; THENCE NORTH 77'13'35" EAST, 13.37 FEET; THENCE NORTH 02'48'04" EAST, 43.64 FEET; THENCE NORTH 60°51'46" WEST, 42.10 FEET; THENCE NORTH 81'06'25" EAST, 33.89 FEET; THENCE NORTH 09'26'28" EAST, 33.86 FEET; THENCE NORTH 01'23'11" EAST, 31.02 FEET; THENCE NORTH 12'25'06" EAST, 22.98 FEET; THENCE NORTH 53'09'42" WEST, 18.57 FEET; THENCE NORTH 79'12'01" WEST, 36.96 FEET; THENCE NORTH 56'05'25" WEST, 13.58 FEET; THENCE SOUTH 79'34'56" EAST, 39.82 FEET; THENCE SOUTH 72'56'52" EAST, 21.63 FEET; THENCE NORTH 42'29'04" EAST, 19.28 FEET; THENCE NORTH 05'15'21" WEST, 45.31 FEET; THENCE NORTH 18'15'22" EAST, 37.61 FEET; THENCE NORTH 42'38'41" EAST, 35.70 FEET; THENCE NORTH 37'57'57" WEST, 25.86 FEET; THENCE NORTH 50'45'53" EAST, 26.47 FEET; THENCE NORTH 06'31'46" EAST, 28.93 FEET; THENCE NORTH 18'14'24" EAST, 53.33 FEET: THENCE NORTH 00'08'58" EAST, 53.61 FEET: THENCE NORTH 20'40'12" WEST, 30.25 FEET; THENCE NORTH 10'30'39" WEST, 49.59 FEET; THENCE NORTH 07'10'53" EAST, 47.19 FEET: THENCE NORTH 24°36'46" EAST, 43.76 FEET; THENCE NORTH 07'52'53" EAST, 25.45 FEET; THENCE NORTH 11'22'13" WEST, 58.16 FEET; THENCE NORTH 12'39'35" WEST, 32.48 FEET; THENCE NORTH 52'18'40" EAST, 34.80 FEET; THENCE NORTH 00°27'16" WEST, 3.26 FEET, TO THE POINT OF BEGINNING.

CONTAINING 63.28 ACRES MORE OR LESS.

CONTAINING A NET AREA OF 71.58 ACRES MORE OR LESS.

	SHEET 9 OF 9
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.	DRAFTER: JLS JOB No. 2006-393
UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR "VEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH HE FLORIDA BOARD OF PROFESSIONAL STANDARDS SET FORTH STATES BIG17-0, FLORIDA STATUTES, AND DOES NOT STATES MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS. STATES MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS. STANDARDS MEET ANY OTHER NATIONAL OR REGIONAL STANDARD	
DATE MARCH 2006 (904) 260-2703 LB NO. 37.31	CLARY
SCALE N/A B.L. Tutmas	
CHECKED BY: B. L. PITTMAN, P.L.S. CERT. NO. 48	27



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LINE TABLE			LINE TABLE			LINE TABLE		
	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	44.14		L56	51.11	S88*00'31"V	L111	28.13	S11*13'35'
L2	37.77	S30*09'07'E	L57	56.09	N70*12'28'V	L112	91.10	S03*30'40*
L3	42.47	S25*59/31*W	L58	60.06	S83*36′37″W	L113	42.34	S01*09'27"
L4	29.10	S10*33′26″E	L59	42.23	N44*46′36 ″ ₩	L114	12.61	\$43*09'18"
L5	60.58	S02*10′19″₩	L60	55.12	N24*21'39'E	L115	27.79	S24*36'25'
L6	8B.91	S00*07′55*₩	L61	37.96	N13*31/32"E	L116	81.14	S00*40'18'
L7	50.91	S21*10'52*E	L62	48.79	N80*53'00"V	L117	19.16	S06*42'47
L8	48.34	S16*12′58'V	L63	53.12	S67*02'56'W	L118	22.54	S41*17′53
L9	61.63	S13*55′55″₩	L64	50:17	N51*42'00"W	L119	21.03	S07*58/59
110	43.84	S09*55′59*V	L65	52.60	N54*14'14"W	L120	97.13	S23*22'17
L11	27.58	S79*54′16*E	L66	32.17	S06*12'26"V	L121	48.41	\$37 *29 ′36
	34:19	S59*55'25'E	L67	43.20	S00*45'14"E	L122	46.50	N79*08'54
L13	42.94	N62*26'44"E	L68	54.91	S66*37′45′₩	L123	8.48	S47*05/32
L14	28.26	S10*52'46"W	L69	40.09	S26*47'01"E	L124	62.12	S34*52'47'
L15	19.06	N65.50,55.E	L70	70.54	S34*28'50'E	L125	60.43	S26*54/22
L16	44.72	N59*10'11"E	L71	29.88	S2*43′47″W	L126	63.98	\$22*29'46
L17	17,90	S05*04'47"E	L72	40.56	S12*55'52'E	L127	103.70	S22*26'49
L18	48.73	N63*00'16"E	L73	68.33	S34*50′09″₩	L128	78.39	S23*04/12
L19	39;47	S68*48'49'E	L74	62.01	S08*08'27"V	L129	83.24	S23*47'18
L20	22.47	\$37*38'19 * E	L75	56.88	S43*06′29″₩	L129A	17.24	\$39*20'31
L21	39.82	S18*51′34″₩	L76	70.57	\$03*57′04′₩	L129B	4.81	\$39*19'23
L22	59:57	S34*28'21'E	L77	62.08	S27*42′55″₩	L130	78.19	S26*13'06
L23	57:23	N53*11'47"E	L78	10.29	S01*54'42'V	L131	81.06	S26*52/25
L24	53:19	S38*33'29"E	L79	65.56	V*60'86*352	L132	50.77	N71*21'42
L25	55,78	S62*31'19'E	L80	55,57	S02*24'09'W	L133	45.47	S45*49'2
L26	50.31	\$78*27'53'E	L81	29.08	\$13*21′41″₩	L134	30.97	\$13*37'4
L27	45.42	N50*34'12'E	L82	55.93	S10*29'18'E	L135	39.22	S19*47/5
L28	43.00	S60*43'47"E	L83	27.52	S28*09'20"E	L136	34.98	S05*18'19
L29	40.26	N52*43'36"E	L.84	73.83	S18*32'11'V	L137	73.60	\$31*21/20
L30	46.12	288+12'09'E	L85	62.12	S03+32'52'V	L138	55.84	N51*36'38
L31	47.01	N41*45'57'E	L86	72.81	S04*20'27"E	L139	39.09	N24*08'26
L32	47.55	N22*14'57"	L87	26.54	\$11*0B'22*E	L140	29.05	N25*02'30
L33	35.18	N48*11'37'E	L88	34.76	S47*11'08'E	L141	33.16	N20*01'35
L34	37.B6	\$58*00'14"E	L89	47.69	S24*56'05'W	L142	32.32	N81*17'3
L35	58.66	\$71*01'02'E	L90	68.56	S34*09'22'E	L143	47.79	N13*57/54
L36	35.37	S75*24'17'E	L91	93.20	S18*01'29'E	L144	25.79	N59*56/59
L37	32.83	N09*03'14'E	L92	73.45	S00*03'09'E	L145	49,94	N23*56/5
L38	26,25	N55*00'50"E	L93	60.56	S04*37'31'W	L146	59.13	N01*25/58
L39	24.07	N05*17'04'V	L94	48.84	S23*02'28'E	L147	96.48	N01*52'28
 L40	34.03		L95	42.47	S48*56'00'E	L148	47.07	N24*22'15
L41	20.98	N41*40'31'E	L.96	28.89	S21*51'26'W	L149	44.74	N42*45'11
L42	43,49	N21*56'48'E	L97	40.05	S40*48'31'E	L150	30.01	N73*55/5
L43	18.80	N34*35'47'E	L98	91,45	\$10*05'51'E	L151	109.70	N30*06/3
L44	36.76	N02*39'18'E	L99	23.93	S08*51'12*E	L152	77,79	N25*47'00
L45	32.65	N15*59'06'V	L100	54,23	S62*16'58'V	L153	73.17	N43*11'45
L46	41.05	N42*40'30'E	L101	41.94	S23*47'57"W	L154		N33*24/53
L47	38,45	N13*41'45'W	L102	58.55	S41*57'38'W	L155	42.75	S63*59'48
L48	32.82	N50*05/20*W	L102	21.18	S27*01*24*E	L156	120.09	S30*12'26
L49	27.61	N68*00'28*W	L103	67.06	220*20*26*V	L157	117.90	N08*55/5
L50	27.97	N00*00'58'E	L104	21.85	S04°45′57″V	L158		N48*16'1
L51	22.20	N45*23'07*V	L105	29.16	S48*57'05"E	L159	64.23	N00*02′0
L:52	27.87	N78*50'48'V	L106	24.78	S48 57 03 E	L160	17.27	N65*03'3
L52	29.06	N78'50'48'W N50*10'20'V	L107	31.20	S13*59'27'E	L160	32.44	N20*27/2
L03			_		S04*52'56'V	L162	84.04	N10*54'24
	58.58	N76*09'34*V	L109	32.27				N25*08'3
L55	50.47	N79*18'25'W	L110	24.90	S2-11/21/W	L163	00.11	NED 08.3

SHEET 3 OF 12



·	LINE TABLE		LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L164	47.88	N81*26'01'E	L219	38.73	N61"24'28"W	L274	50.99	N78*35'11'V
L165	54:09	N80*01'37*E	L220	76.00	N77*15'09*W	L275	44.72	S26*40'08*W
L166	76.24	N33*23'12*E	L221	75.11	N26*08'20"W	L276	140.80	N83*46/51*W
L167	42.06	N04*14'50'E	L222	59.96	N87*15'53*W	L277	110.11	N39*22'07*V
L168	31.73	N48*35'06'E	L223	18.44	S41•57′59″₩	L278	92.20	\$49*30'09'V
L169	103,24	N06*43'43'V	L224	32.02	S86*44'42'W	L279	150.33	S86*17'23'W
L170	32.37	N06*55'43"E	L225	37.28	S45*56'41"W	L280	30.83	S28*09'09'E
L171	19.57	N38*10'34'E	L226	62.80	S66*10'34'W	L281	46.38	S20*44′00'₩
L172	46.10	N49*19'11'E	L227	44.68	N32*04'44*W	L282	63.24	S14*41'47'E
L173	26.11	N05-42'31'E	F558	44.68	N04*00'41'E	L283	49.57	S68*36'34'W
L174	31.50	N89*15'37"E	L229	40.56	N14*01'24'E	L284	109.78	S44*18'07*W
L175	14.81	S57*38'59'E	L230	56.17	N36*09'27*E	L285	49.14	S39*46'33'E
L176	23.72	S17*1 7 *06*₩	L231	28.71	N00*14'29*W	L286	53.44	Z38,11,58,A
<u>L177</u>	28.37	S03*48'17"E	L232	42.14	N44*06'34"E	L287	59.41	<u>\$64*57/53*</u>
178	32.56	N81*43'44"E	L233	49.13	N50*53'28'E	L298	73,29	S29*37/55*W
L17.9	34.32	S31*11'33'E	L234	59.33	N11*11'00'E	L289	57.34	S64*06'22"E
L180	46.15	N48*39'39'E	L235	57.97	N10*04'34*E	L290	75.00	\$19*21′25 ′ W
L181	45.69	N33*17'33'E	L236	60.56	N17*17'25*E	L291	53.04	S12*55'02'E
L182	50,45	N37*09'30*E	L237	14.73	N14*10′06*₩	L292	85.26	S19*21/25*V
L183	38.40	N23*52'30'V	L238	89.67	N25*32′41*₩	L293	87.20	N02*51/29*W
L184	26.01	N01*40'20*E	L239	64.29	N05*52 <u>*58*</u>	L294	62.01	N78*28'06'W
L185	33.25	N78*42'40'W	L240	42.83	N26*13'54'E	295	88.59	S25*27'02'V
L186	37.47	N53*54'03'W	L241	13.37	N7713'35'E	L296	67.54	S09*53'47"E
L187	39.73	N32*02'07'V	L242	43.64	N02*48'04"E	L297	44.72	S51*12'50'V
L188	44.35	N44*32'44*W	L243	42.10	N60*51'46*V	L298	94,43	N69*24'50'V
L189	27:04	N23*21'44'W	L244	33.89	N81*06'25*E	L299	94.17	S49*26′23*¥
L190	32.09	N30*39'50'V	L245	33.86	N09*26'28'E	L300	141.93	S74*27'56'E
L191	44.54	N64*23'43*V	L246	31.02	N01*23/11*E	L301	52.74	<u>S44*09'52'E</u>
L192	48.95	N40*28/53*W	L247	22.98	N12*25'06*E		113.69	<u>\$04*55′55'</u> W
' <u>L193</u>	61.93	N47*04'56*W	L248	18.57	<u>N53*09'42*V</u>	L303	69.62	<u>S52*17'39'E</u>
<u>L194</u>	44.82	N37*49'02'W	L249	36.96	N79*12'01" V	L304	56.74	N75*39'06'E
L195	18.71	S66*43'38'E	L250	13.58	N56*05'25*W	<u>L305</u>	64.20	S27*58'22'E
L196	57.51	N04*19'50'E	L251	39.82	S79*34′56'E	L306	134.63	<u>\$36*29'03'W</u>
L197	38.44	<u>N53*32'35*E</u>	L252	21.63	\$72*56′52 * E	L307	57.66	S08*52'37'V
L198	32.67	<u>\$52*42'52'E</u>	L253	19.28	N42*29'04'E	L308	114.05	<u>\$48*19′57*W</u>
L199	76.75	N52*02'41"E	L254	45.31	N05*15'21'V	L309	59.38	S37*00'40'W
L200	22.61	N82*56'46"E	L255	37.61	N18*15'22'E	L310	73.70	<u>\$51*15′51′¥</u>
L201	24.72	S19*49'35'E	L256	35.70	N42*38'41'E	L311	63.56	S01*38'19'W
L202	69.60	S84*30'37*E	L257	25.86	N37*57′57″₩	L312	54.31	<u>\$13*22'22'V</u>
L203	75.38	N57°02'24"E	L258	26,47	N50*45/53'E	L313	54.62	<u>\$05*31′05′V</u>
L204	55.99	N67*48'15'E	L259	28.93	N06*31'46'E	L314	99.52	S38*41'06'V
L205	51.05	N77*05'19'E	L260	53.33	N18*14'24'E	L315	43.99	<u>\$57*51′29′V</u>
L206	42.66	NB8*08'18'E	L261	53.61	N00*08'58'E	L316	165.67	N20*47'36'W
L207	48.70	N29*13'20'E	L262	30.25	N20*40'12*V	L317		
L208	36.16	N54*39'43'E	L263	49.59	N10*30'39"W	L318	102.29	<u>N41*03′43′₩</u>
L209	33.46	N22*26'27'V	L264	47.19	N07*10'53'E	L319	100.28	<u>N33*13′02′V</u>
L210	42.85	N01*21'49'V	L265	43.76	N24*36'46'E	L320	100.02	N27*40'04*W
L211	42.78	N01*01/57/W	L266	25,45	N07*52'53'E	L321	20.24	N39*19'23'E
L212	50.58	N31*15'19'E	L267	58:16	N11*22'13"W	<u>L322</u>	94.05	N39*20'31'V
L213	38.62	N26*51'13'V	L268	32,48	N12*39'35'V	L323	100.65	N15*50'14'₩
L214	49.83	N07*27'03'W	L269	34.80	N52*18'40'E	L324		N25*25'34'V
L215	55.55	N26*20'03'W	L270		N00*27'16*W	L325	100.10	N22*16'35'V
L216	40.52	N69*00'26'W	L271	80.78	S21*54'18'V	L326		N32*08'50'V
L217	39.21	N35*58'03'V	L272	26.93	N68*05'42*₩	L327		N21*56'56'W
L218	53.43	N57*15'59'W	L273	70:18	N04*11'22'E	L328	100.32	N07*29'29'V

SHEET 4 OF 12

	SED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER FORMATIONAL PURPOSES ONLY AND IS NOT VALID.	DRAFTER: JLS JOB No. 2006-394
SS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR EY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH HE FLORDA BOARD OF PROFESSIONAL SURVEYORS & MARPERS, IMPTER STOTES, FLORDA ADMINISTRATIVE COCE, PURSUANT ECTION 4721027, FLORIDA STATUTES, AND DOES NOT NECESSARILY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS. DATE	Clary & Associates, Inc. PROFESSIONAL LAND SURVEYORS 3830 CROWN POINT ROAD SUITE "A" JACKSONMILE, FLORIDA 32257 (904) 260-2703 TB NO. 3731	
SCALE N/A CHECKED BY, VS	B. L. PITTMAN, P.L.S. CERT. NO. 48	 327

	LINE TABLE						
LINE	LENGTH	BEARING					
L329	100.00	N12*14'13*W					
L330	100.08	N14*21/21*V					
L331	101,73	N01*28'24'W					
L332	100.22	N15*53'54' V					
L333	94.90	N16*17'26'W					
L334	100.32	N05*49'42'V					
L335	101.12	N07*16'35*E					
L336	110.67	N07*58/55					
L337	37.66	N02*44'01*E					
L338	199.79	N03*59/52*V					
L339	131,15	N04*46'48'V					
L340	160.18	N12*03'00*W					
L341	160.02	N05*08'07"E					
L342	141,70	N13*19′18′W					
L343	154.82	N14*11′57′∀					
L344	143.95	N05*24'24'V					
L345	144.68	N05*28'57'W					
L346	128.72	N42*00'35'E					
L347	184.51	N39*33′24″₩					
L348	155.35	N08*19'55'W					
L349	103.87	N00*16'26'V					
L350	114.51	N02*23'15"E					
L351	30.64	N60*01'48'E					

		SHEET 5 OF 12
	SED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER FORMATIONAL PURPOSES ONLY AND IS NOT VALID.	DRAFTER: JLS JOB No. 2006-394
S-OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR 1 MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH 2 FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PTER BIG17-ER FLORIDA ADMINISTRATIVE COCE PURSUANT 2000 4220027, FLORIDA STATUTES, AND DOES NOT. N. SSARDY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS. DATE MARCH 2006 SCALE N/A CHECKED BX	Clary & Associates, Inc. PROFESSIONAL LAND SURVEYORS 3830 CROWN POINT ROAD SUITE "A" JACKSONVILLE FLORIDA 2257 (904) 260-2703 B. L. PITTMAN P.L.S. CERT. NO. 44	CLAN

OVERALL PARCEL

A PORTION OF SECTION 19, "CRANEY ISLAND," AND A PORTION OF SECTIONS 6 AND 49, ALL IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 89'41'48"EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 6. A DISTANCE OF 1143.72 FEET TO ITS INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE, THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 23 25'53" WEST, 1135.18 FEET, TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS 0539. PAGE 1099, OF THE PUBLIC RECORDS OF SAID COUNTY, AND THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE SOUTH 23°25'53" WEST, 111.15 FEET; COURSE NO. 3: SOUTH 00"17'01" WEST, 327.86 FEET; COURSE NO. 4: SOUTH 09"46'52" EAST, 496.61 FEET TO THE WATERWARD BOUNDARY LINE (AS OF JULY 1, 1975), AS DIGITIZED AND SHOWN ON CLARY & ASSOCIATES, INC. MAP FILE NO. T2N-57, DATED MARCH 16, 1998; THENCE SOUTHWESTERLY, NORTHWESTERLY, SOUTHEASTERLY, NORTHEASTERLY ALONG THE BOUNDARY OF SAID LINE, RUN THE FOLLOWING FIFTY-SIX (56) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 74"45'13" WEST, 281.30 FEET; COURSE_NO. 2: NORTH 77"55'13" WEST, 168.67 FEET; COURSE NO. 3: SOUTH 21'54'18" WEST, 80.78 FEET; COURSE NO. 4: NORTH 68'05'42" WEST, 26.93 FEET; COURSE NO. 5: NORTH 04'11'22" EAST, 70.18 FEET; COURSE NO. 6: NORTH 78'35'11" WEST, 50.99 FEET; COURSE NO. 7: SOUTH 26'40'08" WEST. 44.72 FEET: COURSE NO. 8: NORTH 83*46'51" WEST. 140.80 FEET; COURSE_NO. 9: IORTH 39'22'07" WEST, 110.11 FEET; COURSE NO. 10: SOUTH 49'30'09" WEST, 92.20 FEET: COURSE NO. 11: SOUTH 8617'23" WEST, 150.33 FEET; COURSE NO. 12: SOUTH 12'25'30" EAST, 184.39 FEET; COURSE NO. 13: SOUTH 52'50'16" EAST, 265.50 FEET; COURSE NO. 14: SOUTH 40'36'19" EAST, 395.76 FEET; COURSE NO. 15: SOUTH 28'09'09" EAST, 30.83 FEET; COURSE NO. 16: SOUTH 01 26'15" WEST, 284.50 FEET; COURSE NO. 17: SOUTH 50°44'00" WEST, 46.38 FEET; COURSE NO. 18: SOUTH 14°41'47" EAST, 63.24 FEET; COURSE NO. 19: SOUTH 68'36'34" WEST, 49.57 FEET; COURSE NO. 20: SOUTH 44"18'07" WEST, 109.78 FEET; COURSE NO. 21: SOUTH 39"46'33" EAST, 49.14 FEET; COURSE NO. 22: SOUTH 38"11'28" WEST, 53.44 FEET; COURSE NO. 23: SOUTH 64"57'53" WEST, 59.41 FEET; COURSE NO. 24: SOUTH 29'37'55" WEST, 73.29 FEET; COURSE NO. 25: SOUTH 64'06'22" EAST, 57.34 FEET; COURSE NO. 26: SOUTH 04'00'47" EAST, 225.67 FEET; COURSE NO. 27: SOUTH 19 21'25" WEST, 75.00 FEET; COURSE NO. 28: SOUTH 12°55'02" EAST, 53.04 FEET; COURSE NO. 29: SOUTH 19°21'25" WEST, 85.26 FEET: COURSE NO. 30: NORTH 02'51'29" WEST, 87.20 FEET: COURSE NO. 31: NORTH 78-28'06" WEST, 62.01 FEET; COURSE NO. 32: SOUTH 25-27'02" WEST, 88.59 FEET; COURSE NO. 33: SOUTH 09 53'47" EAST, 67.54 FEET; COURSE NO. 34: SOUTH 5112'50" WEST, 44.72 FEET; COURSE NO. 35: SOUTH 65"34'32" WEST, 261.52 FEET;



COURSE NO. 36: NORTH 69'24'50" WEST, 94.43 FEET; COURSE NO. 37: SOUTH 49'26'23" WEST, 94.17 FEET; COURSE NO. 38: SOUTH 74"27'56" EAST, 141.93 FEET; COURSE NO. 39: SOUTH 44'09'52" EAST, 52.74 FEET; COURSE NO. 40: SOUTH 04'55'55" WEST, 113.69 FEET; COURSE NO. 41: SOUTH 52"17'39" EAST, 69.62 FEET; COURSE NO. 42: NORTH 75'39'06" EAST, 56.74 FEET; COURSE NO. 43: SOUTH 27'58'22" EAST, 64.20 FEET; COURSE NO. 44: SOUTH 12°27'32" WEST, 248.98 FEET; COURSE NO. 45: SOUTH 36 29'03" WEST, 134.63 FEET; COURSE NO. 46: SOUTH 08 52'37" WEST, 57.66 FEET; COURSE NO. 47: SOUTH 4819'57" WEST, 114.05 FEET; COURSE NO. 48: SOUTH 37'00'40" WEST, 59.38 FEET; COURSE NO. 49: SOUTH 51"15'51" WEST, 73.70 FEET; COURSE NO. 50: SOUTH 01 38'19" WEST, 63.56 FEET; COURSE NO. 51: SOUTH 13'22'22" WEST, 54.31 FEET; COURSE NO. 52: SOUTH 05'31'05" WEST, 54.62 FEET; COURSE NO. 53: SOUTH 38'41'06" WEST, 99.52 FEET; COURSE NO. 54: SOUTH 57'51'29" WEST, 43.99 FEET; COURSE NO. 55: NORTH 20'47'36" WEST, 165.67 FEET; COURSE NO. 56: NORTH 24'41'45" WEST, 100.27 FEET TO THE MEAN HIGH WATER LINE (AS ESTABLISHED BY CLARY & ASSOCIATES, IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES, CHAPTER 18-5, F.A.C. AND CHAPTER 21HH-6, F.A.C., AS SHOWN ON CLARY & ASSOCIATES MAP, FILE NO. T2N-35); THENCE NORTHWESTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THIRTY-FOUR (34) COURSES AND DISTANCES: COURSE NO. 1: NORTH 41'03'43" WEST, 102.29 FEET; COURSE NO. 2: NORTH 33'13'02" WEST, 100.28 FEET; COURSE NO. 3: NORTH 27'40'04" WEST, 100.02 FEET; COURSE NO. 4: NORTH 39'19'23" EAST, 20.24 FEET; COURSE_NO. 5: NORTH 39'20'31" WEST, 94.05 FEET; COURSE NO. 6: NORTH 15.50'14" WEST, 100.65 FEET; COURSE NO. 7: NORTH 25.25'34" WEST, 100.00 FEET; COURSE NO. 8: NORTH 22"16'35" WEST, 100.10 FEET; COURSE NO. 9: NORTH 32'08'50" WEST, 100.82 FEET; COURSE NO. 10: NORTH 21'56'56" WEST, 95.72 FEET; COURSE NO. 11: NORTH 07'29'29" WEST, 100.32 FEET; COURSE NO. 12: NORTH 12'14'13" WEST, 100.00 FEET; COURSE NO. 13: NORTH 14 21'21" WEST, 100.08 FEET; COURSE NO. 14: NORTH 01'28'24" WEST, 101.73 FEET; COURSE NO. 15: NORTH 15'53'54" WEST, 100.22 FEET; COURSE NO. 16: NORTH 16*17'26" WEST, 94.90 FEET; COURSE NO. 17: NORTH 05'49'42" WEST, 100.32 FEET; COURSE NO. 18: NORTH 07'16'35" EAST, 101.12 FEET; COURSE NO. 19: NORTH 07'58'55" WEST, 110.67 FEET; COURSE NO. 20: NORTH 02'44'01" EAST, 37.66 FEET; COURSE NO. 21: NORTH 03'59'52" WEST, 199.79 FEET; COURSE NO. 22: NORTH 04*46'48" WEST, 131.15 FEET; COURSE NO. 23: NORTH 12*03'00" WEST, 160.18 FEET: COURSE NO. 24: NORTH 05'08'07" EAST, 160.02 FEET; COURSE NO. 25: NORTH 1319'18" WEST, 141.70 FEET; COURSE NO. 26: NORTH 1411'57" WEST, 154.82 FEET: COURSE NO. 27: NORTH 05'24'24" WEST, 143.95 FEET; COURSE NO. 28: NORTH 05*28'57" WEST, 144.68 FEET; COURSE NO. 29: NORTH 42*00'35" EAST, 128.72 FEET; COURSE NO. 30: NORTH 39"33'24" WEST, 184.51 FEET; COURSE NO. 31: NORTH 08"19'55" WEST, 155.35 FEET; COURSE NO. 32: NORTH 00"16'26" WEST, 103.87 FEET; COURSE NO. 33: NORTH 02 23'15" EAST, 114.51 FEET; COURSE NO. 34: NORTH 60 01'48" EAST, 30.64

SHEET 7 OF 12 UNLESS 17. BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER DRAFTER: JLS JOB No. 2006-394 THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. UNLESS OTHERWISE SHOWN AND STATED HEREON, THUS MAP OR "WEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, HAPTER STGT-9-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT SECTION 4472/027, FLORIDA STATUTES, AND DOES INGT ESSARLY MEET ANY OTHER INATIONAL OR REGIONAL STANDARDS. Clary & Associates, Inc. PROFESSIONAL LAND SURVEYORS 3830 CROWN POINT ROAD SUITE "A" JACKSONVILLE, FLORIDA 32257 (904) 260-2703 LB NO. 3731 MARCH DATE -2006 SCALE N/A ----..... Jmar CHECKED BY:, B. L. PITTMAN, P.L.S. CERT. NO. 4827

FET TO THE WESTERLY PROLONGATION OF THE AFORESAID SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1099; THENCE NORTH 83'40'50" EAST, ALONG LAST SAID LINE, AND ALONG SAID SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1099, AND THE WESTERLY PROLONGATION THEREOF, A DISTANCE OF 2119.06 FEET, TO THE POINT OF BEGINNING.

CONTAINING 113.69 ACRES, MORE OR LESS.

LESS AND EXCEPT:

EXCEPTION PARCEL 1

A PORTION OF SECTIONS 6 AND 49, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6. SAID TOWNSHIP AND RANGE; THENCE SOUTH 89'41'48" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 1143.72 FEET TO ITS INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE; THENCE SOUTH 23'25'53" WEST, ALONG LAST SAID LINE, 1135.18 FEET, TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS 0539, PAGE 1099, OF THE PUBLIC RECORDS OF SAID COUNTY: THENCE SOUTH 83'40'50" WEST, ONG LAST SAID LINE, AND ALONG SAID SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1099, A DISTANCE OF 700.79 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 83'40'50" WEST, ALONG LAST SAID LINE, 204.22 FEET; THENCE SOUTH 17'13'24" WEST, 44.14 FEET; THENCE SOUTH 30'09'07" EAST, 37.77 FEET; THENCE SOUTH 25 59'31" WEST, 42.47 FEET; THENCE SOUTH 10 33'26" EAST, 29.10 FEET; THENCE SOUTH 02'10'19" WEST, 60.58 FEET; THENCE SOUTH 00'07'55" WEST, 88.91 FEET; THENCE SOUTH 21'10'52" EAST, 50.91 FEET; THENCE SOUTH 16'12'58" WEST, 48.34 FEET; THENCE SOUTH 13'55'55" WEST, 61.63 FEET; THENCE SOUTH 09'55'59" WEST, 43.84 FEET; THENCE SOUTH 79'54'16" EAST, 27.58 FEET; THENCE SOUTH 59'55'25" EAST, 34.19 FEET; THENCE NORTH 62°26'44" EAST, 42.94 FEET; THENCE SOUTH 10°52'46" WEST, 28.26 FEET; THENCE NORTH 62"20'22" EAST, 19.06 FEET; THENCE NORTH 59'10'11" EAST, 44.72 FEET; THENCE SOUTH 05'04'47" EAST, 17.90 FEET; THENCE NORTH 63'00'16" EAST, 48.73 FEET; THENCE SOUTH 68'48'49" EAST, 39.47 FEET; THENCE SOUTH 37'38'19" EAST, 22.47 FEET; THENCE SOUTH 18'51'34" WEST, 39.82 FEET; THENCE SOUTH 34*28'21" EAST, 59.57 FEET; THENCE NORTH 53*11'47" EAST, 57.23 FEET; THENCE SOUTH 38'33'29" EAST, 53.19 FEET; THENCE SOUTH 62'31'19"

		SHEET 8 OF 12
	SED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER IFORMATIONAL PURPOSES ONLY AND IS NOT VALID.	DRAFTER: JLS JOB No. 2006-394
1 ⁴⁴⁴ ESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR Y MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH E FLORIDA BOARD OF PROFESSIONAL STANDARDS SET FORTH AFTER STIGT-B, FLORIDA ADMINISTRATIVE CODE, PURSUANT CTION 472/027, FLORIDA ADMINISTRATIVE CODE, PURSUANT CTION 472/027, FLORIDA ATMINISTRATIVE 2006, PURSUANT	Clary & Associates, Inc. PROFESSIONAL LAND SURVEYORS 3830. CROWN POINT ROAD SUITE "A" JACKSONVILLE, FLORIDA 32257 (904) 260-2703 AB ND. 3731	
SCALE N/A CHECKED BY:	B. L. PITTMAN, P.L.S. CERT. NO. 48	327

AST, 55.78 FEET; THENCE SOUTH 78°27'53" EAST, 50.31 FEET; THENCE NORTH 50'34'12" EAST, 45.42 FEET; THENCE SOUTH 60'43'47" EAST, 43.00 FEET; THENCE NORTH 52*43'36" EAST, 40.26 FEET; THENCE SOUTH 88*12'09" EAST, 46.12 FEET; THENCE NORTH 41'45'57" EAST, 47.01 FEET; THENCE NORTH 22'14'57" WEST, 47.55 FEET; THENCE NORTH 48'11'37 EAST, 35.18 FEET; THENCE SOUTH 58'00'14" EAST, 37.86 FEET; THENCE SOUTH 71°01'02" EAST, 58.66 FEET; THENCE SOUTH 75°24'17" EAST, 35.37 FEET; THENCE NORTH 09 03'14" EAST, 32.83 FEET; THENCE NORTH 55 00'50" EAST, 26.25 FEET; THENCE NORTH 0517'04" WEST, 24.07 FEET; THENCE NORTH 84 01'41" WEST, 34.03 FEET; THENCE NORTH 41'40'31" EAST, 20.98 FEET; THENCE NORTH 21'56'48" EAST, 43.49 FEET; THENCE NORTH 34'35'47" EAST, 18.80 FEET; THENCE NORTH 02'39'18" EAST, 36.76 FEET; THENCE NORTH 15'59'06" WEST, 32.65 FEET; THENCE NORTH 42'40'30" EAST, 41.05 FEET; THENCE NORTH 13'41'45" WEST, 38.45 FEET; THENCE NORTH 50'05'20" WEST, 32.82 FEET; THENCE NORTH 68'00'28" WEST, 27.61 FEET; THENCE NORTH 00'00'58" EAST, 27.97 FEET; THENCE NORTH 45'23'07" WEST, 22.20 FEET; THENCE NORTH 78'50'48" WEST, 27.87 FEET; THENCE NORTH 50'10'20" WEST, 29.06 FEET; THENCE NORTH 76'09'34" WEST, 58.58 FEET; THENCE NORTH 79'18'25" WEST, 50.47 FEET: THENCE SOUTH 88'00'31" WEST, 51.11 FEET; THENCE NORTH 7012'28" WEST, 56.09 FEET; THENCE SOUTH 83'36'37" WEST, 60.06 FEET; THENCE NORTH 44.46'36" WEST, 42.23 FEET; THENCE NORTH 24.21'39" EAST, 55.12 FEET; THENCE NORTH 13'31'32" EAST, 37.96 FEET; THENCE NORTH 80'53'00" WEST, 48.79 FEET; THENCE SOUTH 67'02'56" WEST, 53.12 FEET; THENCE NORTH 51-42'00" WEST, 50.17 FEET; THENCE NORTH 54-14'14" WEST, 52.60 FEET TO THE POINT F BEGINNING.

ABOVE EXCEPTION CONTAINING 8.30 ACRES MORE OR LESS.

FURTHER LESS AND EXCEPT:

EXCEPTION PARCEL 2

A PORTION OF SECTIONS 6 AND 49, AND A PORTION OF SECTION 19, "CRANEY ISLAND," ALL IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

<u>COMMENCE</u> AT THE NORTHWEST CORNER OF SECTION 6, SAID TOWNSHIP AND RANGE; THENCE SOUTH 89'41'48" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 1143.72 FEET TO ITS INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE; THENCE SOUTH 23'25'53" WEST, ALONG LAST SAID LINE, 1135.18 FEET, TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS

	SHEEL 9 OF 12
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.	DRAFTER: JLS JOB No. 2006-394
TY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH E FLORIDA BOARD OF PROFESSIONAL STANDARDS SET FORTH A FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, MATER BIGGT A: FLORIDA ADMINISTRATIVE COOL PURSIANT ACTION 472 DZZ FLORIDA ADMINISTATIVE COOL PURSIANT ACTION 472 DZZ FLORIDA ADMINISTAT	
SCALE N/A <u><u><u><u>R</u></u><u><u>R</u><u>L</u>.<u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u>i</u><u>T</u><u></u><u></u><u>T</u><u></u><u>T</u><u></u><u></u><u>T</u><u></u><u>T</u><u></u><u>T</u><u></u><u>T</u><u></u><u>T</u><u></u><u>T</u><u></u><u>T</u><u></u><u>T</u><u></u><u>T</u><u></u><u>T</u><u></u><u>T</u><u>T</u></u></u></u>	327
D. L. IIIIMAN, I.I.S. CERII. NO. 40	

0539, PAGE 1099, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 83"40'50" WEST, ALONG LAST SAID LINE, AND ALONG SAID SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1099, A DISTANCE OF 953.93 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 83°40'50" WEST, ALONG LAST SAID LINE, 819.67 FEET; THENCE SOUTH 0612'26" WEST, 32.17 FEET; THENCE SOUTH 0045'14" EAST, 43.20 FEET; THENCE SOUTH 66'37'45" WEST, 54.91 FEET; THENCE SOUTH 26'47'01" EAST, 40.09 FEET; THENCE SOUTH 34 28'50" EAST, 70.54 FEET; THENCE SOUTH 52'43'37" WEST, 29.88 FEET; THENCE SOUTH 12'55'52" EAST, 40.56 FEET; THENCE SOUTH 34 50'09" WEST, 68.33 FEET; THENCE SOUTH 08 08'27" WEST, 62.01 FEET; THENCE SOUTH 43'06'29" WEST, 56.88 FEET; THENCE SOUTH 03'57'04" WEST, 70.57 FEET; THENCE SOUTH 27'42'55" WEST, 62.08 FEET; THENCE SOUTH 01'54'42" WEST, 10.29 FEET; THENCE SOUTH 35'38'03" WEST, 65.56 FEET; THENCE SOUTH 02'24'09" WEST, 55.57 FEET; THENCE SOUTH 13'21'41" WEST, 29.08 FEET; THENCE SOUTH 10'29'18" EAST, 55.93 FEET; THENCE SOUTH 28'09'20" EAST, 27.52 FEET; THENCE SOUTH 18'32'11" WEST, 73.83 FEET; THENCE SOUTH 03'32'52" WEST, 62.12 FEET; THENCE SOUTH 04 20'27" EAST, 72.81 FEET; THENCE SOUTH 11 08'22" EAST, 26.54 FEET; THENCE SOUTH 47"11'08" EAST, 34.76 FEET; THENCE SOUTH 24"56'05" WEST, 47.69 FEET; THENCE SOUTH 34'09'22" EAST, 68.56 FEET; THENCE SOUTH 18'01'29" EAST, 93.20 FEET; THENCE SOUTH 00'03'09" EAST, 73.45 FEET; THENCE SOUTH 04'37'31" WEST, 60.56 FEET; THENCE SOUTH 23'02'28" EAST, 48.84 FEET; THENCE SOUTH 48'56'00" EAST, 42.47 FEET; THENCE SOUTH 21'51'26" WEST, 28.89 FEET; THENCE SOUTH 40'48'31" EAST, 40.05 FEET; THENCE SOUTH 10'05'51" EAST, 91.45 FEET; THENCE SOUTH 08"51'12" EAST, 23.93 FEET; THENCE SOUTH 62"16'58" WEST, 54.23 FEET; THENCE SOUTH 23'47'57" WEST, 41.94 FEET; THENCE SOUTH 41'57'38" WEST, 58.55 FEET; THENCE SOUTH 27 01'24" EAST, 21.18 FEET; THENCE SOUTH 20'20'26" WEST, 67.06 FEET; THENCE SOUTH 04'45'57" WEST, 21.85 FEET; THENCE SOUTH 48'57'05" EAST, 29.16 FEET; THENCE SOUTH 24'59'34" WEST, 24.78 FEET; THENCE SOUTH 13'59'27" EAST, 31.20 FEET; THENCE SOUTH 04'52'56" WEST, 32.27 FEET; THENCE SOUTH 52"11'21" WEST, 24.90 FEET; THENCE SOUTH 11"13'35" EAST, 28.13 FEET; THENCE SOUTH 03'30'40" EAST, 91.10 FEET; THENCE SOUTH 01'09'27" EAST, 42.34 FEET; THENCE SOUTH 43'09'18" WEST, 12.61 FEET; THENCE SOUTH 06*42'47" EAST, 556.62 FEET; THENCE SOUTH 24*36'25" EAST, 27.79 FEET; THENCE SOUTH 00 40'18" EAST, 81.14 FEET; THENCE SOUTH 06 42'47" EAST, 19.16 FEET; THENCE SOUTH 41'17'53" EAST, 22.54 FEET; THENCE SOUTH 07'58'59" WEST, 21.03 FEET; THENCE SOUTH 23°22'17" EAST, 97.13 FEET; THENCE SOUTH 37°29'36" EAST, 48.41 FEET; THENCE NORTH 79'08'54" EAST, 46.50 FEET; THENCE SOUTH 47'05'32" EAST, 8.48 FEET; THENCE SOUTH 34'52'47" WEST, 62.12 FEET; THENCE SOUTH 26'54'22" EAST, 60.43 FEET; THENCE SOUTH 22'29'46" EAST, 63.98 FEET;

	SHEET TO OF TZ
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.	DRAFTER: JLS JOB No. 2006-394
LANGESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR VEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH LE FLORIDA BOARD OF PROFESSIONAL STANDARDS SET FORTH TECTION 4722027, FLORIDA DOMINISTRATIVE COCE, PURSUANT STANDARDS THE NATIONAL OR REGIONAL STANDARDS. STANDARDS OF PROFESSIONAL STANDARDS SET FORTH TECTION 4722027, FLORIDA STATUTES, AND DOES NOT STANDARDS THE NATIONAL OR REGIONAL STANDARDS.	
DATE MARCH 2006 (904) 260-2703 LB NO. 37.31	
SCALE N/A BL.T.T.T.]
CHECKED BY B. L. PITTMAN, P.L.S. CERT. NO. 48	27

THENCE SOUTH 22"26'49" EAST. 103.70 FEET: THENCE SOUTH 23"04'12" EAST. 78.39 FEET; THENCE SOUTH 23'47'18" EAST, 83.24 FEET; THENCE SOUTH 39'20'31" EAST, 17.24 FEET; THENCE SOUTH 3919'23" WEST. 4.81 FEET: THENCE SOUTH 2613'06" EAST, 78.19 FEET; THENCE SOUTH 26'52'25" EAST, 81.06 FEET; THENCE NORTH 71-21'42" EAST, 50.77 FEET; THENCE SOUTH 45.49'21" EAST, 45.47 FEET; THENCE SOUTH 13'37'41" EAST, 30.97 FEET; THENCE SOUTH 19'47'51" EAST, 39.22 FEET; THENCE SOUTH 0518'19" EAST, 34.98 FEET; THENCE SOUTH 31'21'20" EAST, 73.60 FEET; THENCE NORTH 51'36'38" EAST, 55.84 FEET; THENCE NORTH 24'08'26" EAST, 39.09 FEET; THENCE NORTH 25.02'30" EAST, 29.05 FEET; THENCE NORTH 20.01'35" WEST, 33.16 FEET; THENCE NORTH 8117'35" EAST, 32.32 FEET; THENCE NORTH 13'57'54" WEST, 47.79 FEET; THENCE NORTH 59'56'59" EAST, 25.79 FEET; THENCE NORTH 23'56'51" EAST, 49.94 FEET: THENCE NORTH 01'25'58" EAST, 59.13 FEET; THENCE NORTH 01'52'28" WEST, 96.48 FEET; THENCE NORTH 24'22'15" WEST, 47.07 FEET; THENCE NORTH 42*45'18" EAST, 44.74 FEET; THENCE NORTH 73*55'52" EAST, 30.01 FEET; THENCE NORTH 30'06'31" EAST, 109.70 FEET; THENCE NORTH 25'47'00" WEST, 77.79 FEET; THENCE NORTH 43'11'45" WEST, 73.17 FEET; THENCE NORTH 33'24'53" WEST, 61.80 FEET; THENCE SOUTH 63'59'48" WEST, 42.75 FEET; THENCE SOUTH 30"12'26" WEST, 120.09 FEET; THENCE NORTH 08"55'59" EAST, 117.90 FEET; THENCE NORTH 48"16'17" EAST, 65.29 FEET; THENCE NORTH 00"02'08" EAST, 64.23 FEET: THENCE NORTH 65'03'31" WEST, 17.27 FEET; THENCE NORTH 20'27'27" EAST, 32.44 FEET; THENCE NORTH 10'54'24" WEST, 84.04 FEET; THENCE NORTH 25'08'35" EAST, 68.17 FEET; THENCE NORTH 81"26'01" EAST, 47.88 FEET; THENCE NORTH 80.01'37" EAST, 54.09 FEET; THENCE NORTH 33.23'12" EAST, 76.24 FEET; THENCE NORTH 04 14'50" EAST, 42.06 FEET; THENCE NORTH 48 53'06" EAST, 31.73 FEET; THENCE NORTH 06 43'43" WEST, 103.24 FEET; THENCE NORTH 06 55'43" EAST, 32.37 FEET; THENCE NORTH 3810'34" EAST, 19.57 FEET; THENCE NORTH 4919'11" EAST, 46.10 FEET; THENCE NORTH 05"42'31" EAST, 26.11 FEET; THENCE NORTH 89"15'37" EAST, 31.50 FEET; THENCE SOUTH 57'38'59" EAST, 14.81 FEET; THENCE SOUTH 17'17'06" WEST, 23.72 FEET: THENCE SOUTH 03'48'17" EAST, 28.37 FEET: THENCE NORTH 81"43'44" EAST, 32.56 FEET; THENCE SOUTH 31"11'33" EAST, 34.32 FEET; THENCE NORTH 48'39'39" EAST, 46.15 FEET; THENCE NORTH 33'17'33" EAST, 45.69 FEET; THENCE NORTH 37'09'30" EAST, 50.45 FEET; THENCE NORTH 23'52'30" WEST, 38.40 FEET; THENCE NORTH 01*40'20" EAST, 26.01 FEET; THENCE NORTH 78'42'40" WEST, 33.25 FEET; THENCE NORTH 53°54'03" WEST, 37.47 FEET; THENCE NORTH 32'02'07" WEST, 39.73 FEET; THENCE NORTH 44'32'44" WEST, 44.35 FEET; THENCE NORTH 23 21'44" WEST, 27.04 FEET: THENCE NORTH 30'39'50" WEST, 32.09 FEET: THENCE NORTH 64 23'43" WEST, 44.54 FEET; THENCE NORTH 40 28'53" WEST, 48.95 FEET: THENCE NORTH 47 04'56" WEST, 61.93 FEET: THENCE NORTH 37 49'02" WEST, 44.82 FEET; THENCE SOUTH 66'43'38" EAST, 18.71 FEET; THENCE NORTH 04*19'50" EAST, 57.51 FEET; THENCE NORTH 53'32'35" EAST, 38.44 FEET; THENCE SOUTH 52°42'52" EAST, 32.67 FEET; THENCE NORTH 52°02'41" EAST, 76.75 FEET; THENCE NORTH 82'56'46" EAST, 22.61 FEET; THENCE SOUTH 19'49'35" EAST, 24.72 FEET; SHEET 11 OF 12

	ISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER NFORMATIONAL PURPOSES ONLY AND IS NOT VALID.	DRAFTER: JLS JOB No. 2006-394
INVESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR BY MEETS THE "MINIMUM TECHNICAL STANDARDS SET FORTH HE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, MAPTER 45127-56. FLORIDA: ADMINISTRATIVE CODE, PURSUANT SCHON-4721027, FLORIDA: STATUTES, AND DOES NOT SSARLY MEET ANY "OTHER NATIONAL OR REGIONAL STANDARDS.	Clary & Associates, Inc. PROFESSIONAL LAND SURVEYORS 3830 CROWN POINT ROAD SUITE "A" JACKSONVILLE, FLORIDA 22257	
DATE	18 ND. 3731	C-LAIP+C
SCALEN/A	Biltitima	i ·i
CHECKED BY:	B. L. PITTMAN, P.L.S. CERT. NO. 48	327

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THENCE SOUTH 84"30'37" EAST, 69.60 FEET; THENCE NORTH 57"02'24" EAST, 75.38 FEET; THENCE NORTH 67'48'15" EAST, 55.99 FEET; THENCE NORTH 77'05'19" EAST, J1.05 FEET; THENCE NORTH 88'08'18" EAST, 42.66 FEET; THENCE NORTH 29'13'20" EAST, 48.70 FEET; THENCE NORTH 54'39'43" EAST, 36.16 FEET; THENCE NORTH 22°26'27" WEST, 33.46 FEET; THENCE NORTH 01°21'49" WEST, 42.85 FEET; THENCE NORTH 01"01'57" WEST, 42.78 FEET; THENCE NORTH 31"15'19" EAST, 50.58 FEET; THENCE NORTH 26'51'13" WEST, 38.62 FEET; THENCE NORTH 07'27'03" WEST, 49.83 FEET; THENCE NORTH 26'20'03" WEST, 55.55 FEET; THENCE NORTH 69'00'26" WEST, 40.52 FEET; THENCE NORTH 35.58'03" WEST, 39.21 FEET; THENCE NORTH 57.15'59" WEST, 53.43 FEET; THENCE NORTH 61'24'28" WEST, 38.73 FEET; THENCE NORTH 77'15'09" WEST, 76.00 FEET; THENCE NORTH 26'08'20" WEST, 75.11 FEET; THENCE NORTH 8715'53" WEST, 59.96 FEET; THENCE SOUTH 41'57'59" WEST, 18.44 FEET; THENCE SOUTH 86 44'42" WEST, 32.02 FEET; THENCE SOUTH 45 56'41" WEST, 37.28 FEET; THENCE SOUTH 66"10'34" WEST, 62.80 FEET; THENCE NORTH 32"04'44" WEST, 44.68 FEET; THENCE NORTH 04'00'41" EAST, 44.68 FEET; THENCE NORTH 14'01'24" EAST, 40.56 FEET; THENCE NORTH 36'09'27" EAST, 56.17 FEET; THENCE NORTH 0014'29" WEST, 28.71 FEET; THENCE NORTH 44'06'34" EAST, 42.14 FEET; THENCE NORTH 50°53'28" EAST, 49.13 FEET; THENCE NORTH 11"11'00" EAST, 59.33 FEET; THENCE NORTH 10°04'34" EAST, 57.97 FEET; THENCE NORTH 17°17'25" EAST, 60.56 FEET; THENCE NORTH 1410'06" WEST, 14.73 FEET; THENCE NORTH 25'32'41" WEST, 89.67 FEET; THENCE NORTH 05 52'58" WEST, 64.29 FEET; THENCE NORTH 26'13'54" EAST, 42.83 FEET; THENCE NORTH 7713'35" EAST, 13.37 FEET; THENCE NORTH 02*48'04" EAST, 43.64 FEET; THENCE NORTH 60*51'46" WEST, 42.10 FEET; THENCE NORTH 81'06'25" EAST, 33.89 FEET; THENCE NORTH 09'26'28" EAST, 33.86 FEET; THENCE NORTH 01"23'11" EAST, 31.02 FEET; THENCE NORTH 12"25'06" EAST, 22.98 FET; THENCE NORTH 53'09'42" WEST, 18.57 FEET; THENCE NORTH 79'12'01" WEST, 36.96 FEET; THENCE NORTH 56'05'25" WEST, 13.58 FEET; THENCE SOUTH 79'34'56" EAST, 39.82 FEET; THENCE SOUTH 72'56'52" EAST, 21.63 FEET; THENCE NORTH 42 29'04" EAST, 19.28 FEET; THENCE NORTH 0515'21" WEST, 45.31 FEET; THENCE NORTH 18'15'22" EAST, 37.61 FEET; THENCE NORTH 42'38'41" EAST, 35.70 FEET; THENCE NORTH 37'57'57" WEST, 25.86 FEET; THENCE NORTH 50'45'53" EAST, 26.47 FEET; THENCE NORTH 06'31'46" EAST, 28.93 FEET; THENCE NORTH 18'14'24" EAST, 53.33 FEET; THENCE NORTH 00'08'58" EAST, 53.61 FEET; THENCE NORTH 20'40'12" WEST, 30.25 FEET; THENCE NORTH 10'30'39" WEST, 49.59 FEET; THENCE NORTH 07'10'53" EAST, 47.19 FEET; THENCE NORTH 24'36'46" EAST, 43.76 FEET; THENCE NORTH 07 52'53" EAST, 25.45 FEET; THENCE NORTH 11 22'13" WEST, 58.16 FEET; THENCE NORTH 12'39'35" WEST, 32.48 FEET; THENCE NORTH 52'18'40" EAST, 34.80 FEET; THENCE NORTH 00'27'16" WEST, 3.26 FEET, TO THE POINT OF BEGINNING.

ABOVE EXCEPTION CONTAINING 63.28 ACRES MORE OR LESS.

SAID PARCEL CONTAINING A NET AREA, LESS EXCEPTIONS, OF 42.11 ACRES, MORE OR LESS.

		SHEET 12 OF 12
	ISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER NFORMATIONAL PURPOSES ONLY AND IS NOT VALID.	DRAFTER: JLS JOB No. 2006-394
INLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR VEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH HE FLORDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IAPTER 51637-54, ELORDA ADMINISTRATIVE COCE, PURSUANT 20110N 4722027, FLORIDA STATUTES, AND DOES NOT- SSARET REET ANY OTHER NATIONAL OR REGIONAL STANDARDS.	Clary & Associates, Inc. PROFESSIONAL LAND SURVEYORS 3830 CROWN POINT ROAD SUITE "A" JACKSONVILLE, FLORIDX 32257	
DATE MARCH 2006	1LB NO. 3731	CLARY
SCALEN/A	Bhilittman	
CHECKED BY:	B. L. PITTMAN, P.L.S. CERT. NO. 48	327



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A PORTION OF SECTION 19, "CRANEY ISLAND," AND A PORTION OF SECTIONS 6 AND 49, ALL IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 89"48"01"EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 1143.72 FEET TO ITS INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 23'19'40" WEST, 1135,18 FEET, TO THE EASTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS 0539, PAGE 1100, OF THE PUBLIC RECORDS OF SAID COUNTY, AND THE POINT OF BEGINNING. COURSE NO. 2: CONTINUE SOUTH 23'19'40" WEST, 111.15 FEET; COURSE NO. 3; SOUTH 00'10'48" WEST, 327.86 FEET; <u>COURSE NO. 4</u>; SOUTH 09'53'05" EAST, 496.61 FEET TO THE WATERWARD BOUNDARY LINE (AS OF JULY 1, 1975), AS DIGITIZED AND SHOWN ON CLARY & ASSOCIATES, INC. MAP FILE NO. T2N-57, DATED MARCH 16, 1998; THENCE SOUTHWESTERLY, NORTHWESTERLY, SOUTHEASTERLY, NORTHEASTERLY ALONG THE BOUNDARY OF SAID LINE, RUN THE FOLLOWING SIXTY-EIGHT (68) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 74'39'00" WEST, 281.30 FEET; COURSE NO. 2: NORTH 78'01'26" WEST, 168.67 FEET; COURSE NO. 3: SOUTH 21'48'05" WEST, 80.78 FEET; <u>COURSE NO. 4;</u> NORTH 68'11'55" WEST, 26.93 FEET; <u>COURSE NO. 5;</u> NORTH 04'05'08" EAST, 70.18 FEET; <u>COURSE NO. 6;</u> NORTH 78'41'24" WEST, 50.99 FEET; <u>COURSE NO. 7;</u> SOUTH 26'33'54" WEST, 44.72 FEET; COURSE NO. 8; NORTH 83'53'04" WEST, 140.80 FEET; COURSE NO. 9: NORTH 39:28'21" WEST, 110.11 FEET; COURSE NO. 10: SOUTH 49'23'55" WEST, 92.20 FEET; COURSE NO. 11: SOUTH 86'11'09" WEST, 150.33 FEET; COURSE NO. 12: SOUTH 12"31'44" EAST, 184.39 FEET; COURSE NO. 13: SOUTH 52"56"29" EAST, 265.50 FEET; COURSE NO. 14: SOUTH 40'42'33" EAST, 395.76 FEET; COURSE NO. 15: SOUTH 2815'22" EAST, 30.83 FEET; <u>COURSE NO. 16</u>; SOUTH 01'20'01" WEST, 284.50 FEET; <u>COURSE NO. 17</u>; SOUTH 50'37'47" WEST, 46.38 FEET; <u>COURSE NO. 18</u>; SOUTH 14'48'00" EAST, 63.24 FEET; <u>COURSE NO. 19</u>; SOUTH 68'30'21" WEST, 49.57 FEET; <u>COURSE NO. 20</u>; SOUTH 44'11'53" WEST, 109.78 FEET; <u>COURSE NO. 21</u>; SOUTH 39'52'47" EAST, 49.14 FEET; <u>COURSE NO. 22</u>; SOUTH 38'05'15" WEST, 53.44 FEET; <u>COURSE NO. 23</u>; SOUTH 64'51'40" WEST, 59.41 FEET; <u>COURSE NO. 24</u>; SOUTH 29'31'42" WEST, 73.29 FEET; <u>COURSE NO. 25</u>; SOUTH 64'12'35" EAST, 57.34 FEET; COURSE NO. 26; SOUTH 04'07'01" EAST, 225.67 FEET; COURSE NO. 27: SOUTH 1975'12" WEST, 75.00 FEET; COURSE NO. 28: SOUTH 13'01'15" EAST, 53.04 FEET; COURSE NO. 29: SOUTH 1975'12" WEST, 85.26 FEET; COURSE NO. 30: NORTH 02"57"43" WEST, 87.20 FEET; COURSE NO. 31: NORTH 78"34'19" WEST, 62.01 FEET; COURSE NO. 32; SOUTH 25'20'49" WEST, 88.59 FEET; COURSE NO. 33; SOUTH 10'00'00" EAST, 67.54 FEET; COURSE NO. 34; SOUTH 51'06'36" WEST, 44.72 FEET; COURSE NO. 35; SOUTH 65'28'19" WEST, 261.52 FEET; COURSE NO. 36; NORTH 69'31'03" WEST, 94.43 FEET; COURSE NO. 37; SOUTH 49"20'09" WEST, 94.17 FEET; COURSE NO. 38; SOUTH 74"34"09" EAST, 141.93 FEET; COURSE NO. 39; SOUTH 44"16"05" EAST, 52.74 FEET; COURSE NO. 40; SOUTH 04"49'42" WEST, 113.69 FEET; COURSE NO. 41: SOUTH 52"23'53" EAST, 69.62 FEET; COURSE NO. 42: NORTH 75'32'52" EAST, 56.74 FEET; COURSE NO. 43: SOUTH 28'04'35" EAST, 64.20 FEET; COURSE NO. 44: SOUTH 12"21'19" WEST, 248.98 FEET; COURSE NO. 45: SOUTH 36"22'50" WEST, 134.63 FEET; COURSE NO. 46; SOUTH 08"46'24" WEST, 57.66 FEET; COURSE NO. 47; SOUTH 48,73'44" WEST, 114.05 FEET; COURSE NO. 48; SOUTH 38'54'27" WEST, 59.38 FEET; COURSE NO. 49; SOUTH 51'09'37" WEST, 73.70 FEET; COURSE NO. 50; SOUTH 01'32'06" WEST, 63.56 FEET; COURSE NO. 51; SOUTH 13'16'09" WEST, 54.31 FEET; COURSE NO. 52; SOUTH 05'24'52" WEST, 54.62 FEET; COURSE NO. 53; SOUTH 38'34'53" WEST, 99.52 FEET; COURSE NO. 54; SOUTH 57'45'16" WEST, 43.99 FEET; COURSE NO. 55: NORTH 20"53"50" WEST, 165.67 FEET; COURSE NO. 56: NORTH 24"47"58" WEST, 100.27 FEET TO THE MEAN HIGH WATER LINE (AS ESTABLISHED BY CLARY & ASSOCIATES, IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES, CHAPTER 18-5, F.A.C. AND CHAPTER 21HH-6, F.A.C., AS SHOWN ON CLARY & ASSOCIATES MAP FILE NO. T2N-35); THENCE NORTHWESTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THIRTY-FOUR (34) COURSES AND DISTANCES: COURSE NO. 1: NORTH 41'09'56" WEST, 102.29 FEET; COURSE NO. 2; NORTH 33'19'15" WEST, 100.28 FEET: 2 SHEET OF 3 JOB No. 2005-1071 DRAFTER: JRS UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. LECENO UNLESS OTHERVISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE UNMAAN TECHNICAL STANDARDS SET FORTH INT THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & UMPPERS IN CHAPTER GIGT-4, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTOR 472,027, FLORIDA STATUTES, AND DOES NOT RECESSARILY MEET ANY OTHER HATIONAL OR RECORDAL STANDARDS. Clary & Associates, Inc. R\W BICHT-OF-WAY POINT OF CURVATURE POINT OF CURVATURE POINT OF TANCENCY OFFICIAL RECORDS VOLUME PC PROFÉSSIONAL LAND SURVEYORS 3830 CROWN POINT ROAD SUITE "A" JACKSONVILLE, FLORIDA-51257 ORV - PLAT BOOK - PAGE(S) ra(s) a (904) 260-2703 A B NO. 3731

CL - CENTERLINE MATHL - MEAN HIGH WATER LIM COVT - SOVERMMENT

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SCALE	N/A		-
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B. L. PITTMAN, P.L.S. CERT. NO. 4827

COURSE NO. 3: NORTH 27'46'17" WEST, 100.02 FEET; COURSE NO. 4; NORTH 39'13'10" EAST, 20.24 FEET; COURSE NO. 5: NORTH 39'26'44" WEST, 94.05 FEET; COURSE NO. 6: NORTH 15'56'27" WEST, 100.65 FEET; COURSE NO. 7; NORTH 25'31'47" WEST, 100.00 FEET; COURSE NO. 8: NORTH 22"22'49" WEST, 100.10 FEET; COURSE NO. 9; NORTH 32"15'03" WEST, 100.82 FEET; COURSE NO. 10; NORTH 22'03'09" WEST, 95.72 FEET; COURSE NO. 11: NORTH 07"35'42" WEST, 100.32 FEET; COURSE NO. 12: NORTH 12"20'27" WEST, 100.00 FEET; COURSE NO. 13: NORTH 14'27'34" WEST, 100.08 FEET; COURSE NO. 14: NORTH 01"34'37" WEST, 101.73 FEET; COURSE NO. 15: NORTH 16'00'07" WEST, 100.22 FEET; COURSE NO. 16: NORTH 16'23'39" WEST, 94.90 FEET; COURSE NO. 17: NORTH 05'55'55" WEST, 100.32 FEET; COURSE NO. 18; NORTH 07'10'22" EAST, 101.12 FEET; COURSE NO. 19: NORTH 08'05'08" WEST, 110.67 FEET; COURSE NO. 20; NORTH 02'37'48" EAST, 37.66 FEET; COURSE NO. 21: NORTH 04'06'05" WEST, 199.79 FEET; COURSE NO. 22: NORTH 04"53'01" WEST. 131.15 FEET; COURSE NO. 23; NORTH 12'09'13" WEST, 160.18 FEET; COURSE NO. 24: NORTH 05'01'54" EAST, 160.02 FEET; COURSE NO. 25: NORTH 13"25'31" WEST, 141.70 FEET; COURSE NO. 26: NORTH 14"18'10" WEST, 154.82 FEET; COURSE NO. 27 : NORTH 05'30'37" WEST, 143.95 FEET; COURSE NO. 28: NORTH 05'35'10" WEST, 144.68 FEET; COURSE NO. 29: NORTH 41"54'22" EAST, 128.72 FEET; COURSE NO. 30: NORTH 39'39'37" WEST, 184.51 FEET; COURSE NO. 31; NORTH 08'26'08" WEST, 155.35 FEET; COURSE NO. 32; NORTH 00'22'39" WEST, 103.87 FEET; COURSE NO. 33; NORTH 02'17'02" EAST, 114.51 FEET; COURSE NO. 34; NORTH 59'55'35" EAST, 30.64 FEET, TO THE WESTERLY PROLONGATION OF THE AFORESAID SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1100; THENCE NORTH 83"34'36" EAST, ALONG LAST SAID LINE, AND ALONG SAID SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1100, AND THE WESTERLY PROLONGATION THEREOF, A DISTANCE OF 2119.07 FEET, TO THE POINT OF BEGINNING.

CONTAINING 113.69 ACRES, MORE OR LESS

GENERAL NOTES

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 6 TOWNSHIP 2 NORTH, RANGE 28 EAST, AS 5 89'48'01" E (ASSUMED).
- 2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.

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- J. THIS MAP WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT TITLE, THEREFORE, THERE COULD BE ADDITIONAL EASEMENTS, COMPANITS AND RESTRICTIONS, OR OTHER MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT AFFECT THIS PARCEL.
- 4. THE SECTION LINES AND GOVERNMENT LOT LINES AS SHOWN HEREON ARE BASED ON THE ORIGINAL GOVERNMENT SURVEYS PERFORMED IN 1831 & 1849 AND THE SUBSEQUENT TOWNSHIP PLATS DATED JAN. 1834, JULY 5, 1849, & MARCH 21, 1834.
- 5. MEAN HIGH WATER LINE AS ESTABLISHED BY CLARY & ASSOC, MAP FILE NO. R3-58, DATED DECEMBER 1, 1987.
- 8. WATERWARD BOUNDARY LINE SHOWN WAS DIGITIZED FROM AERIAL PHOTOGRAPH NEGATIVE NO. A20 12009 174–12, AERIAL NO. B/10, TAKEN JANUARY 22, 1974. AS PROMOED BY THE NASSAU COUNTY PROPERTY APPRAISER'S OFFICE. (SEE CLARY & ASSOC, INC. MAP FILE NO. 129–57)
- 7. X- REF: CLARY & ASSOC.; FILE NO. T2N-57B, T2N-69 SURVEY BY SUNSHINE STATE SURVEYORS, INC.: FILE NO. 87E-2218.

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UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.				
UNLESS OTHERWISE SHOWN AND STATED HEREON, THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH "THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, WHTER GIGT-G, FLORIDA ADMINISTRATIVE CODE, PURSUANT CTION 472.027, FLORIDA STATUTES, AND DOES NOT SARLY MEET ANY OTHER NATIONAL OR REGIONAL STANDARDS.	Clary & Associates, Inc. PROFESSIONAL LAND SURVEYORS 3830 CROWN POINT ROAD SUITE "A" JACKSONVILLE, FLORIDA - 38257	LEGEND R\W = RIGHT-GF-WAY PC = POINT OF CURVATURE PT = POINT OF CURVATURE PT = OTFICAL RECORDS VOLUME PB = PLAT BOOK		
DATE JUNE 14, 2005	(904) 260-2703 LB NO. 3731	CLANEY CL = CENTERLINE WITH = MEAN NICH WATER LINE		
SCALEN/A	Sh. Storm	GOVT - GOVERNMENT		
CHECKED BY:	B L PITTMAN PLS CERT NO. 48	27		

DRAFTER: JRS

JOB No. 2005-1071



EXHIBIT C CRANE ISLAND PUD DEVELOPMENT CONDITIONS

The design and development of Crane Island (Project) will be subject to the following Development Conditions which are hereby made part of the development approval for the property and which shall be recorded as part of the covenants and restrictions attached to the development conveyed in the development.

1. General Conditions: The Project will be developed as a residential community in sub-parcels and in phases as may be delineated on the Final Development Plan for the project. The Preliminary Development Plan for the Project depicts the conceptual location of the residential lots and units, boat basin, recreation facilities, preservation areas and supporting uses to be developed in the Project. The Preliminary Development Plan incorporates, by reference, the terms of these Development Conditions and the Developer's statements made in the related rezoning application, dated June 27, 2005, as amended. These collectively set forth the Developer's written plan of development for the Project. As part of the Final Development Plan submittals for any phase of the Project, the Developer will provide and update, as necessary, a Phasing Schedule based upon market conditions at the time of the Final Development Plan approval and engineering plan review for any phase of development.

Within two (2) years after approval of the Preliminary Development Plan, the Developer shall submit a Final Development Plan for the Developer's selected initial phase(s) of development for the Project. The Project may be developed in a single phase or two phases with Phase One consisting of at least 85 residential units. If the access road can be constructed first, such development will not count as a phase. Said Final Development Plan shall conform to all requirements of these Standards and Conditions and the codes of Nassau County. The County Commission, upon request from the Developer and for good cause shown, may extend the two (2) years 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 Preliminary Development Plan are conceptual. The final location of residential areas, any roads, recreation/open space areas, and other areas will be depicted on the Final Development Plan and the final engineering plans for particular phases of the Project and subject to the approval of Nassau County in accordance with applicable County Ordinances.

The County wants assurance that the Preliminary Development Plan to which these conditions apply will be implemented in the event the Project is annexed to the City of Fernandina Beach after its approval by the County. Therefore, upon approval of the PUD

Final Development Plan and Plat and prior to the sale of any lots or units within the Project by the Developer to any third party, the Owners will impose covenants and restrictions running with the land on the property which will be recorded in the public records to limit the development of Crane Island to the number of residential units and boat slips and other improvements as approved by the County. The County will be named as the beneficiary of such covenants and restrictions which will insure that the County can continue to maintain control over development density on the property.

If there is any inconsistency in these terms and conditions with any County Ordinance or requirements, these Land Development Standards and Conditions, and the subsequently adopted Design Code, shall govern.

2. Specific Conditions:

a. <u>Ownership and Maintenance</u>: The Project and related facilities will be owned, maintained and operated as follows:

1) Common Areas and Project Amenities: All common areas, including streets and roads, common preservation areas, amenities, landscape areas, signage, etc., shall be managed by a condominium-owners', homeowners' or property owners' association ("Owners' Association") to be established by the Developer through deed Covenants and Restrictions that the Developer shall establish for the property. The roadways and stormwater management facilities shall remain private and shall be maintained and operated by the Owners' Association as established by the Developer. 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 Project. The Developer shall establish the applicable Owners' Association prior to the sale of any lots or units within the Project by the Developer to any third party. The Developer may elect to form separate and/or multiple Owners' Associations for the Project. Membership in the Owners' Association shall be mandatory for all property owners within the portion of the Project governed by such entity. The applicable Owners' Association 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 Owners' Association; shall provide for the maintenance, administration and operation of such portions of the Project and any other lands within the Project not publicly or privately owned; and shall secure adequate liability insurance governing such areas owned or operated by such Owners' Association.

2) <u>Public Access Park</u>: The public access open space or park as defined in Paragraph b.5) below shall be owned, managed and maintained by the Owners' Association and subject to rules established by the Association. Such rules shall be reasonable and provide for access during daylight hours only, protection of natural resources, deportment, noise, parking, litter, and similar conditions. The launching of boats from the dock or shoreline, swimming and presence of alcoholic beverages (without specific authorization) shall be specifically prohibited. The rules shall also define conditions and procedures through which groups may reserve all or portions of the property for special events or activities. At no time will the Owners' Association exclude access to the public park during its hours of operation.

As an alternative to ownership by the Owners' Association, Nassau County shall have the option of owning, maintaining and operating the park as a public facility. This option shall be exercised by formal action by the Board of County Commissioners no later than approval of the last phase of development. If the County elects to execute this option, the park will be conveyed after completion of its development by the Developer. The deed conveying the park will contain covenants and restrictions which require the County to establish rules for the operation of the park that include the restrictions as outlined above for continued ownership by the Association.

3) <u>Utilities</u>: Ownership, maintenance and operation of the water, sewer, electrical, telephone and other service utilities will be the responsibility of the respective franchise companies serving the area. Appropriate easements over the private streets and other areas of the Project will be granted as needed to support the provision of such services.

b. <u>Permitted Uses</u>: The following uses are permitted as illustrated on the Preliminary Development Plan.

- No more than 169 single-family and/or townhouse residential units. No more than 50 of the units may be townhouses and all townhouses shall be clustered around the boat basin as approximately shown on the Preliminary Development Plan, Exhibit B of this Ordinance. Any units not approved as part of the Final Development Plan approval process are not eligible to be used on this or any other development within Nassau County.
- 2) Docking facilities to accommodate pleasure boats in a private, upland boat basin to accommodate no more than 90 wet slips, connected to the Intracoastal Waterway by a lock system. The boat basin will be developed in compliance with all SJRWMD, US

Army CoE and other applicable permit conditions. Live-aboards and sale of fuel will not be permitted.

- 3) Recreational amenities that will be developed as private recreational facilities may include a club, pool, tennis courts, cabana, small docks, walking trails and sidewalks, docks for fishing, viewing and other passive activities as described in Paragraph e.2)b) below, and similar private recreational uses.
- 4) Preservation and open space areas including stormwater facilities and buffers as defined herein.
- 5) An open space or park area of no less than 5.75 acres which will be accessible to the general public. Facilities to be provided in the park will include: a dock on the Intracoastal Waterway for fishing, viewing and other passive activities as described in Paragraph e.2)b) below; a vehicle parking area; walking trails; a retention pond to serve the park and portions of the residential development; a small pier on the pond that may be used for model boat activities; fencing along boundaries; water and sewer services; and signage as defined herein.
- c. <u>Temporary Uses</u>: The following temporary uses are permitted:
 - 1) A temporary sales office for the sale of residential units will be permitted on the Project Site until 90% of the residential structures are sold. However, the temporary sales office maybe removed prior to the sales of 90% of the residential structures. The Developer shall indicate the location of said office with a note on the first Final Development Plan submitted to the County. The temporary sales office may be in a portable manufactured structure as allowed by State Statue for the use or in a building constructed for residential use and will be converted to residential use following the termination of the sales office. The sales office may also utilize a club building or portion of such structure and maybe relocated on the Project Site as may be desired from time to time during the course of Project sales.
 - 2) Temporary construction trailers as needed to support the construction process. The Developer shall indicate with a note on any Final Development Plan submitted to the County for approval of the location of said units. The temporary construction trailers shall be removed within thirty (30) days of completion of the improvements for which they were intended, provided that the right to utilize such temporary facilities shall continue until build-out of the Project.
 - 3) These temporary facilities may utilize temporary pump-out sewage storage tanks as approved by the Nassau County Health Department and temporary overhead electrical service. All such facilities will be removed upon removal of the temporary facilities.
- d. Access, Circulation and Traffic: The following standards apply:

- 1) Primary Access: Access to the site will be provided by a two-lane street extending through a City of Fernandina Beach right-of-way from the southern end of Bailey Road via the alignment as approved by the City and the existing St. Johns River Water Management District (SJRWMD) Permit, and as depicted on Exhibit D-1. Since Crane Island will be located at the end of a single public road, design of the entrance road, commencing at the Crane Island property line, will conform to County standards as defined in the January 12, 2005, Memorandum "Development Dual Entrance Standard" (See Exhibit D-2). The design flexibility provided on page two of the Memorandum shall include recognition that the design for two wetland crossings is part of the St. Johns River Water Management District (SJRWMD) permit for the construction of the access road, and, further, Item e. of the Memorandum will not apply, with the design of internal streets being governed by condition '2.e.4) Streets' as provided herein. The Developer will improve the intersection of the Amelia Island Parkway and Bailey Road with a roundabout as required to meet County standards.
- 2) Off-site improvements: The Developer will construct a roundabout at the intersection of Amelia Island parkway and Bailey Road that will meet County standards. The Developer will upgrade Bailey Road from Amelia Island Parkway to the connection with the new Access Road to include maintenance of the current profile, widening to 22 feet of pavement, resurfacing, striping and signage, and improving the swale drainage system. The Developer will provide all project engineering and requisite permits for these improvements. This improvement shall occur simultaneously with the construction of Crane Island Access Road.
- 3) Off-site Studies and Contributions: The Developer will undertake a traffic study of Amelia Island Parkway from A1A to Bailey Road and from the intersection of Amelia Island Parkway and Bailey Road northerly to A1A, including the two intersections at A1A. The study will also include the study of a roundabout installation at the intersection of 14th Street and Amelia Island Parkway. The Developer agrees to pay the County a "fair share" increment for the improvements that are determined to be needed on those segments and intersections. The study shall be submitted for County review and approval no later than the filing of the first Final Development Plan and any fair share contribution shall be made at the completion of the construction of the Access Road.
- 4) Vehicular Access and Circulation: The general public shall have access to the 5.75 acre open space or park area as defined above. Vehicular access and circulation within Crane Island shall be as determined by the Owners' Association.
- 5) Pedestrian Access: The general public shall have access throughout the public walkways of Crane Island, subject to rules as established by the Owners'
Association.

e. <u>Development Standards</u>: The development shall be subject to the following standards. These standards shall be incorporated in the Neighborhood Design Guide that is to be filed with the Final Development Plans and made part of the Covenants and Restrictions. Compliance with these standards shall be determined by a Design Review Board, which shall have the power as defined in the Neighborhood Design Code to grant variances to these standards.

> 1) <u>Building and Lot Restrictions</u>: All building design and site planning shall be governed by a "Traditional Neighborhood Development" Code (herein after referred to as "Code"). The Code will be submitted with the first Final Development Plan and will incorporate the following basic standards:

- a) Building Size: No more than eight (8) attached single-family residential units may be included in a single building.
- b) Maximum building height: Maximum building heights shall be as follows:
 - i) Townhouses Forty (40) feet or three habitable stories, whichever is less.
 - ii) Single-family Thirty-five (35) feet or three habitable stories, whichever is less.
 - iii) If parking or non-habitable storage space is provided at ground level, such space shall not count as a story.
 - iv) Building height is measured from grade to the mid-point between the eave and the ridge line of the roof. Cupolas and similar decorative or mechanical appurtenances may extend above the ridge line of the roof by no more than five (5) feet. Chimneys may exceed the height limit as required by the Building Code.
- c) Roof color: All roofing materials shall have dark, non-reflective earth tone colors.
- d) Building Lot and Coverage:
 - i) Townhouse Lot: Shall have a minimum land area of 1,600 square feet, a minimum width of 25 feet at the front lot line and a maximum building coverage of 70%. All townhouse lots will be clustered around the boat basin as illustrated on the Preliminary Development Plan.
 - Single-family lot: Shall have a minimum land area of 4,500 square feet, a minimum width of 45 feet at the front lot line (35 feet if on a cul-de-sac or curve), and a maximum building coverage of 60%.
 - iii) Lots shall be net of wetlands, submerged areas, upland buffers and roadways.
- e) Building Setbacks: To be as determined in the Final Development Plan(s). All buildings shall be designed and sited to maximize the preservation of trees and all site plans shall be approved pursuant to the Code
- f) Impervious area shall not exceed 75%, exclusive of any pond areas.

- g) Any items not covered in these PUD conditions or the Code shall be governed by the conditions of the RS-1 zoning district of the Nassau County Zoning Code.
- 2) Boat Basin and Piers: The Project shall include docking facilities as follows:
 - a) An upland boat basin that shall accommodate no more than ninety (90) pleasure boats, contain fresh water and be separated for the tidal influence of salt water in adjoining Nassau Sound by a lock system located in the access channel which shall be used for boat ingress and egress. Two lock fenders shall be provided at the entrance into the basin and shall be constructed to the minimum length and other design requirements of the SJRWMD and the U.S. Army Corps of Engineers permits. The boat basin shall be sited to minimize the removal of mature canopy vegetation. Live-aboards and sale of fuel will not be permitted.
 - b) The development of no more than four (4) fishing and observation piers along the shoreline for the use of project property owners and guests for fishing, viewing and other passive activities, but not including the docking of motorized water craft of any size. Three piers shall be permitted on the ICW shoreline. One of these ICW piers shall be located in the 5.75 public access park located at the northern end of the Project and its length shall be as determined by the County. One pier may be constructed south of the entry to the boat basin and one north of the entry to the boat basin. These two piers may extend to provide two feet of water under the pier head at mean low tide, but shall not exceed 170 feet in length. One pier may be constructed on the marsh side of the island and shall not exceed 170 feet in length. All of the piers shall be designed to the minimum criteria of the permitting agencies, shall be handicapped accessible, shall have T-heads of no more than twenty (20) feet in length, and shall be constructed with consistent design elements (materials, forms, colors, fixtures, etc) and reflective of the design themes established in the Neighborhood Design Guide.
 - c) Permitting: Construction of the boat basin and piers shall be subject to appropriate permits granted by Nassau County, the SJRWMD and/or the U.S. Army Corps of Engineers (USCoE). The docks will be designed and built to incorporate common design features in order to provide an image consistent with the design intent of the Island. The docks shall be located at sites that minimize impacts upon wetlands and submerged grasses.
 - d) The covenants and restrictions on all residential lots that abut the shoreline shall prohibit the permitting and construction of private residential boat docks and ramps. This prohibition shall be included in the SJRWMD and USCoE permits.
- 3) Open Space, Preservation and Buffer Areas:

- a) Open Space: Open space areas shall be provided throughout the Neighborhood and as defined on the Final Development Plan.
- b) Preservation Areas: The wetland and open water areas surrounding much of the fringe of the upland portions of Crane Island and encompassing approximately 130 acres shall be protected by a conservation easement that shall be granted to an appropriate entity. The area of the conservation easement shall be defined to encompass jurisdictional wetland area surrounding the upland portions of the Island as approved by SJRWMD and the upland buffers that are provided in accordance with SJRWMD and County rules, and subject to the accommodation of permitted wetland impacts for supporting the proposed development as approved by the County, SJRWMD, USCoE and other permitting agencies. The conservation easement shall have the meaning as prescribed by Section 704.06 Florida Statutes. shall be provided to the County upon approval of the Final Development Plan.
- c) Buffers: Buffers or setbacks shall be provided adjacent to all wetland preservation areas in accordance with the applicable rules of the St. Johns River Water Management District. A multi-purpose, non-vehicular trail with a surface of pervious materials shall be permitted within the wetland buffer as permitted by SJRWMD. Such buffers shall be mapped on the Final Development Plan and shall be included in the preservation easement on the wetlands. Crossings of the buffer for the boat basin, utilities and drainage facilities will be identified and approved as part of the permitting process.
- d) Canopy Buffers: In any location where the wetland buffer is less than 30 feet wide, an additional "canopy buffer" to be located immediately landward of the wetland buffer shall be provided so that the total buffer (wetland plus canopy) shall be a minimum of 30-feet in width. The healthy, native hardwood trees within this canopy buffer will be preserved. A multi-purpose, non-vehicular trail with a surface of pervious materials shall be permitted within the canopy buffer. Trees may be removed in the buffer for the boat basin access channel, walkways to the community docks, and construction of essential utility and stormwater discharge lines, with such lines only being permitted to cross the buffer at no less than a 70-degree angle. This buffer will be preserved by appropriate restrictive covenants. This buffer will not be included in the area covered by the wetland preservation easement.
- <u>Streets</u>: The streets within the Project shall be private and developed according to the following standards:

Classifications > Standards v	Large Street Two-Way	Street Two-Way	Road Two-Way	Small Street One-Way	Smali Road (Alley) One-Way
Design Speed	20 MPH	20 MPH	15 MPH	15 MPH	10 MPH
Pavement Width	30 ft.	20 ft.	17 ft.	17 ft.	8 ft.
R-O-W Width	50 ft.	45 ft.	30 ft.	25 ft.	20 ft.
Max. Curb Radius	15 ft.	15 ft.	10 ft.	10 ft.	8 ft.
Ped. Crossing Time	10 sec.	8 sec.	5 sec.	4 sec.	3 sec.
Drainage	Curb	Curb	Open Section	Curb	Open

5) Signage:

- a) Permanent Signage: The Project may have the following permanent signs:
 - a) An entry feature and related project identification signage at a Primary Entrance that is within the Property. The Primary Entrance identification sign(s) shall not exceed one hundred and fifty (150) square feet on each face, exclusive of any portion of a decorative wall(s) to which the sign might be affixed.
 - b) No more than three "off-site" directional signs located within the rightof-way of the access street between the southern end of Bailey Road and the Property. Each "off-site" directional sign shall not exceed twenty (20) square feet.
 - c) A sign which identifies the park which is accessible to the general public and provides rules governing operations and access. This park sign shall not exceed twenty (20) square feet.
 - d) General information and regulatory signs: Such signs shall be permitted throughout the Project and each shall not exceed two (2) square feet.
 - e) All Project signs may either 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 light units projecting onto the sign. The sign(s) at the Primary Entrance may be single faced or double faced and the Primary Entrance signage may include two (2) separate signs, one on each side of the entrance. All signage features shall have a maximum height of 13-feet above existing grade. The design of the permanent signage shall be submitted with the first Final Development Plan.
- b) Temporary Signage: Temporary marketing and/or promotional signage shall be allowed within the Project adjacent to the Primary Entrance until all of the residential units are sold (the "Temporary Marketing Signage"). The Temporary

Marketing Signage may consist of up to two (2) marketing signs at the Primary Entrance, a marketing sign at the project sales office, and signs at each residential unit and building. The Temporary Marketing Signs located at the Primary Entrance and at the sales office may be single faced or double faced and each sign shall be limited to a maximum cumulative signage area of no more than one hundred (100) square feet. The signs at each single-family and townhouse residential unit shall not exceed four (4) square feet.

- c) Temporary construction signage shall be allowed along Bailey Road, the access road and project streets in order to improve the circulation of construction vehicles and minimize traffic impacts. Such signage shall be maintained in a clear and legible condition throughout the time needed to support the construction process, and shall be removed upon completion of construction or when no longer required.
- d) Traffic and street name signage may include aesthetic framing, posts and other appurtenances; however, any applicable County and FDOT standards for sign face, elevations, etc. will be maintained by the Developer and/or applicable Owners' Association as appropriate to these conditions. Street and informational signs are not required to meet standard color schemes for public street signs. All regulatory signs shall be standard color and size.
- 6) Tree Protection and Landscaping:
 - a) Tree Protection: All due effort shall be made to protect and maintain all healthy trees on the site. The following standards will apply:
 - i) Professional Arborist Evaluation: Prior to any development activity, the health of all trees on the site will be evaluated by a professional, certified arborist to determine health of all native trees as defined by the County's tree ordinance. The removal of any existing live oak, magnolia or other native hardwood trees that are determined to be unhealthy and in need of removal shall be identified in the landscape plan, and removal the removal of such trees shall not require mitigation.
 - ii) Buffers: Trees may only be removed from buffer areas as needed to accommodate utilities, drainage structures, and the access channel to the boat basin. Unhealthy trees will be retained in the buffers unless their condition is determined to present a safety problem.
 - iii) Streets and Roads: All streets and roads, as defined in the table at e.4) above, shall be designed and constructed at a minimum elevation above existing grade with minimum fill. The pavement of Large Streets shall be impervious with the asphalt pavement and sub-base being designed to

County standards. Decorative pavement inserts shall be permitted. Pervious pavement materials (such as brick or concrete pavers) may be used on the advice on an arborist for the protection of tree root zones. For all other Streets and Roads, the pavement may be either pervious (including shell-sand mix, brick or concrete pavers, or other materials) or impervious materials. The edge of the pavement of Large Streets shall be at least 2 feet from the base of trees. No separation is required between the edge of the pavement of the Streets and Roads, and Small Streets and Small Roads and the base of trees.

- iv) Building Foundations: All habitable buildings shall be constructed on stemwall, pier or pile foundations. Non-habitable buildings, such as garages and storage buildings, may be constructed at grade.
- v) Building Siting: All buildings are to be designed and sited within their respective lots so as to maximize the protection of native trees. The removal of trees within building lots shall be governed by the Design Review Board as provided in the Neighborhood Design Code.
- vi) Excavated Materials: Suitable materials that are excavated from the boat basin and retention ponds may be used for the grading of streets and roads, for the grading of driveways, and for fill within stem-wall foundations of structures. All excavated material that is not so utilized on site shall be removed from the site.
- vii) Nothing contained herein shall alter the applicability of the provisions of Article 37 of the Zoning Code, as may be amended from time to time.
- b) Landscaping: All landscaping within the Project shall be in accordance with the standards established in the Neighborhood Design Code. Plant materials contained in the Code shall be consistent with those provided in the County's landscape code. A landscape plan for each phase of development shall be submitted with the first Final Development Plan. The removal of any existing live oak, magnolia or other native hardwood trees that are determined to be unhealthy and in need of removal shall be identified in the landscape plan and such removal approved by the County in accordance with the definitions of the County landscape code. The large maturing trees provided in the landscape plans for the project and the access road (subject to approval by the City of Fernandina Beach) shall be counted as part of the mitigation requirements that may otherwise be required for trees that have to be removed for development on the site. All trees that are planted to mitigate tree removal shall be planted in a location that will support

growth of the tress to their normal mature size. Each single-family lot shall have a minimum of two native hardwood trees, either retained or planted. Planted trees may count toward mitigation requirements. Invasive and prohibited vegetation that may damage native materials will be removed. Recreational trails that are surfaced with crushed shell or mulch may be allowed to meander through open space and buffer areas and shall be defined on the landscape plan. No site clearing shall occur on the site until approval of the Final Development Plan and attendant landscape plan.

- 7) <u>Site Construction Standards</u>: Except as specifically provided herein, all development in the Project shall be in accordance with the County's subdivision and land development standards, applicable State standards and the standards of applicable utility providers, in effect as of the date of this Resolution. Prior to the issuance of any building permit, other than foundation-only permits, for a residential building or recreational facilities, water mains and fire hydrants shall be installed and operational and the sub-base of adequate streets to provide access to construction sites shall be stabilized.
- 8) <u>Parking</u>: Parking shall be provided at the rate of two spaces per residential unit. If garages are provided within the residential structures, such spaces shall count for at least one-half of this requirement, with the remaining space being provided either on the lot or adjacent street.
- 9) <u>Utilities</u>: All sewer, water, electrical, telephone and cable distribution lines, and collection lines will be constructed underground where possible, unless stated otherwise or as required by the respective franchise companies. Above ground utility elements such as transformers and switching boxes will be screened and/or landscaped. All utilities shall be provided in accordance with the rules and regulations established by the appropriate governmental agency. Ownership, maintenance and operation of the water, sewer, electrical, telephone and other service utilities will be the responsibility of the respective franchise companies serving the area. Temporary overhead power and telephone lines as well as construction "drop" poles at each structure may be used during construction until such time as underground service is available.
- 10) Pedestrian Walkways:
 - a) A system of walkways a minimum of five (5) feet in width shall be installed to provide a pedestrian circulation system throughout the Project. Such walkways may meander to avoid existing trees and to add variety to the landscape design.
 - b) Access Street Walkway: The Developer shall construct a walkway at least five(5) feet in width along the Access Street from the southern end of Bailey Road to

the Property. The walkway may meander to avoid existing trees and to add variety to the landscape design.

- 11) <u>Streetlights</u>: Streetlights shall be provided on each street and in all parking areas. Special decorative lighting may be provided at the primary project entrance, at the recreation area and at entrances into defined sub-areas of the site. Shorter, residential and pedestrian scale lighting standards and decorative fixtures as provided by the electric utility company will be utilized. A lighting plan demonstrating the location of streetlights shall be submitted with final engineering plans for approval by the County.
- 12) <u>Stormwater Management Facilities</u>: All stormwater management facilities shall be permitted by and constructed to the standards of the SJRWMD whereby fences are not required, and shall be conveyed to the Owners' Association which shall have responsibility for maintenance and insurance. The Developer shall secure all required SJRWMD permits, and any applicable County permits, for stormwater facilities before final approval of the first Final Development Plan.
- 3. <u>Public Disclosure and Indemnification</u>: The Developer, or its designated successor, assign or designee, will be required to maintain a copy of the approved Ordinance, including the Preliminary Development and these Conditions in any sales office located on the Project and elsewhere within all sales facilities of Crane Island, which is available for inspection by project property owners, including the posting for public viewing of the Preliminary Development Plan in any sales office. This obligation shall be contained in the deed Covenants and Restrictions that are placed on the Project.

Pursuant to paragraph E of the "Agreement Between the City and the Owners", attached to the Stipulation for Dismissal, the Developer will grant an Avigation Easement prior to the commencement of construction on the access road to Crane Island. The Developer shall indemnify, defend and hold harmless Nassau County from any action arising from any impact of this development on the operation of Fernandina Beach Municipal Airport.

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MITIGATION PLAN FOR CRANE ISLAND DEVELOPMENT RELATED TO COASTAL HIGH HAZARD AREA

The developers of Crane Island submit this mitigation plan in response to the requirements of HB 1359 and the policy adopted on June 1, 2006 by the Northeast Florida Regional Council. As a result of both these actions, comprehensive plan amendments for density increases in the Coastal High Hazard Area may be permitted under certain circumstances. See pertinent portions of HB 1359 attached.

The bill states in part that

Section (9) (a)-- Local governments may elect to comply with rules 9J-5.012 (3) (b) (6) and 9J-5.012 (3) (b) (7). Florida Administrative Code (F.A C.) by following the provisions below.

1. The adopted level of service for out of county hurricane evacuation is maintained for a category 5 storm event as measured on the Saffir-Simpson scale;

2. A 12-hour evacuation time to shelter is maintained for a category storm event as measured on the Saffir-Simpson scale and shelter space reasonably expected to accommodate the residents of the development contemplated by a proposed comprehensive plan amendment is available; or

3. Appropriate mitigation is provided that will satisfy the provisions of subparagraph 1. or subparagraph 2. Appropriate mitigation shall include, without limitation, payment of money, contribution of land, and construction of humcane shelters and transportation facilities. Required mitigation shall not exceed the amount required for a developer to accommodate impacts reasonably attributable to development. A local government and a developer shall enter into a binding agreement to memorialize the mitigation plan.

These provisions if met are considered a safe harbor offered by the bill. The county must adopt by 2008 a level of service for a Cat. 5 evacuation as set forth In #1 or accept 16 hours in lieu of county adoption of its own LOS.

F. A. C. 9J 5.012 (3) (b) (6) and (7) state:

6. Direct population concentrations away from known or predicted coastal high hazard areas.

7. Maintain or reduce hurricane evacuation times.

The NEFRC Policy (attached) adopts the rationale of HB 1359 and adds suggested ways to mitigate including density transfers.

Note that either 9 (a) 1, 2, *OR* 3 must be met to meet the requirements of the statute, not all. With the reduction of units in PLM West by the same number of unit increase on Crane Island, the requirement of provision #1 is met. The County has designated all of Amelia Island as a Category 1 hurricane evacuation zone ("HEZ"), therefore both Crane Island and PLM West are located in the Category 1 HEZ and thus it follows that both would be located in the Category 5 evacuation zone. A reduction of units in PLM West and a corresponding increase in Crane Island by the same number of units would maintain the same hurricane evacuation time for all categories of hurricane since both use the same evacuation routes and are both located on Amelia Island, thereby meeting the requirement of 9 (a) #1 above. Regardless of what LOS is subsequently adopted by the county, the offsetting result of the Crane Island-PLM West plan would have no net increase in evacuation time.

In addition, the density offset in PLM which corresponds to the density increase in Crane Island is a reasonable plan for binding mitigation which is confirmed in the pending change to the NOPC

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which evidences the unit decrease and the PUD for Crane Island which limits the total number of units, thereby meeting the requirement of 9 (a) #3 above.

It is also important to note that Crane Island is not the subject of a comprehensive plan amendment which triggers the analysis provided by HB 1359. However Opinion 2 rendered by County Attorney Michael Mullin stated that Policy 5.05.06A required an offsetting amendment since he opined that there was an increase in density in the Coastal High Hazard Area as a result of units being added to Crane Island.

Policy 5.05.06A states:

To maintain the maximum evacuation time, the County shall not allow an overall increase in the density of land use that is allowed by the Future Land Use Map within the Coastal High Hazard Area (CHHA)

Interestingly, since all of Amelia Island has been determined to be a Category #1 HEZ, whether or not property which is the subject of a density reduction is located in the CHHA should make no difference so long as the offset results in no net increase in the evacuation time for the Island. Here, both properties are located on Amelia Island and both use the same evacuation routes therefore the increase in density on Crane Island and the corresponding decrease In PLM West would meet the intent of Policy 5.05.06A regardless of whether PLM is located in the CHHA. Notwithstanding the foregoing, portions of PLM West are located in the CHHA. Therefore, if the County applies the most conservative interpretation of Policy 5.05.06A, the mitigation plan offered by PLM West would still comply with Policy 5.05.06 A. Such a narrow interpretation is not necessary in light of HB 1359 and the new NEFRC policy which recognizes density transfers as a reasonable means of mitigation for plan amendments resulting in density increases in the CHHA.

This approach would not necessarily be applicable elsewhere in Nassau County off Amelia Island when a comprehensive plan amendment is proposed in the CHHA and properties proposed for the offset may not be in the same HEZ or use the same evacuation routes. Each case should be evaluated by its own set of facts in light of the requirements of HB 1359 and the new policy adopted by the NEFRC.





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Map Showing

A PORTION OF COVERNMENT LOTS 2 AND 3, SECTION 6, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6; THENCE NORTHWESTERLY, ALONG THE NORTHEAST CORNER OF SECTION 6; RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH 89'49'12' WEST, 2353.12 FET, TO THE FORM OF BEGINNING; COURSE NO. 2: CONTINUE NORTH 89'49'12' WEST, IGLIGO FEET TO THE FORM OF CURVATURE OF A CURVE ID THE SOUTHWEST: THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAND CUNVE, CONCAVE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAND DISTANCE OF S3.35'EET, SAID ARC BEING SUDTENDED BY A CHORD BEARING AND 9'5TANCE OF S3.35'EET, SAID ARC BEING SUDTENDED BY A CHORD BEARING AND 9'5TANCE OF S3.35'EET, SAID ARC BEING SUDTENDED BY A CHORD BEARING AND 9'5TANCE OF S3.35'EET, SAID ARC BEING SUDTENDED BY A CHORD BEARING AND 9'5TANCE OF S3.35'FET, THENCE SOUTH 79'11'55' WEST, 24.40 7'EET, THENCE SOUTH 50'44'44' WFST, 33.33'FET; THENCE SOUTH 87'30'17' & AST, 104.39'FFT, 10 THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTH 50'44'24' ARST, 33.33'FET, AND ARC OF SAID CURVE. SOUTHEASTIRY, MANING A RADIUS OF 330.00 FET, AN ARC DISTANCE OF 151.26'FET, MAC BEING SUBTINDED BY A CHORD BEARING AND DISTANCE OF 151.26'FET, SAID ARC BEING SUBTINDED BY A CHORD BEARING AND DISTANCE OF SOUTH 53'HEAST, 44'44' WEST, 4494'FET; THENCE NORTH THET, DEFINE'S SOUTH SOUTHOF THE TO THE ARC OF A CLERK TO THE SOUTHHEST; THENCE SOUTHHESTERY, ALONG AND AROUND THE ARC OF SAD CLERKE CONCAVE SOUTH STATERY, HANNER A ROUNDS OF SADOUT PET, AN ARC DISTANCE OF SOUTH STATERY, HANNER A ROUNDS OF SADOUT PET, AN ARC DISTANCE OF SOUTH STATERY, HANNER A ROUNDS OF SADOUT PET, AN ARC DISTANCE OF SOUTH STATERY, HANNER A ROUNDS OF SADOUT PET, AN ARC DISTANCE OF SOUTH STATERY, HANNER A ROUND AND AROUND THE ARC OF SADOUTHEST HENCE SOUTH STATERY, ANNER A RADUS OF SADOUT PET, AN ARC DISTANCE OF SOUTH STATERY, HANNER A RADUS OF SADOUT CHEMEST HENCE SOUTH STATERY, ANNE A RADUS OF SADOUT CHEMEST HENCE SOUTH STATERY, ANNE A RADUS OF SADOUT CHEMEST HENCE SOUTH STATERY, ANNE A RADUS OF SADOUT CHEMEST HENCE SOUTH STATERY, HANNE A RADUS OF SADOUT CHEMEST HENCE SOUTH STATERY, HANNE A RADUS OF SADOUT CHEMEST HENCE SOUTH STATERY, HANNE A RADUS OF SADOUT CHEMEST HENCE SOUTH STATERY, HANNE A RADUS OF SADOUT CHEMEST HENCE SOUTH STATERY, HANNE A RADUS OF SADOUT CHEMEST HENCE SOUTH STATERY, HANNE A RADUS OF SADOUT CHEMEST HENCE SOUTH STATERY, HANNE A RADUS OF SADOUT CHEMEST HENCE SOUTH STATERY, HANNE A RADUS OF SADOUT CHEMEST HENCE SOUTH STATERY AND ARC DISTANCE OF SADOUT CHEMEST HENCE SOUTH STATERY AND ARC DISTANCE OF SADOUT CHEMEST HENCE SOUTH STATERY AND ARC DISTANCE OF SADOUT CHEMEST HENCE SOUTH STATERY AND ARC DISTANCE OF SADOUT CHEMEST HENCE SOUTH STATERY AND ARC DISTANCE OF SADOUT CHEMEST HENCE SOUTH STATERY AND ARC DISTANCE OF SADOUT CHEMEST HENCE SOUTH STATERY AND ARC DISTANCE OF SADOUT CHEMEST HENCE SOUTH STATERY AND ARC DISTANCE OF SADOUT CHEMEST HENCE SOUTH STATERY AND ARC DISTANCE OF SADOUT CHEMEST HENCE SOUTH STATERY AND ARC DISTANCE OF SADOUT CHEMEST HENCE SOUTH STATERY AND ARC DISTANCE OF SADOUT CHEMEST HENCE AND ARC DISTANCE AND ARC DISTANCE OF SADOUT CHEMEST HENCE AND ARC DIS THENCE HORTH 00"10"48" EAST, 5.00 FEET, TO THE POINT OF BEGINN

CONTAINING 4.90 ACRES, MORE OR LESS.

FOR: CIVITAS, LL.C.

ANDINDED: 8-02-04 TO SHOW AIRCRAFT SERVICE AND MODIFICATION ANDINDED: 3-25-04 TO REVISE LIMITS OF PARCEL (N.O. 2004-294) SRACT (W.O. 2004-779)





NO-0834 P. 2/3



Nassau County Engineering Services Department

96161 Nassau Place Yulee, Florida 32097 José Deliz, P.E. Director

Development Dual Entrance Standards,

January, 12, 2005 Memorandum

Exhibit D-2:

"Development Dual Entrance Standard", Memorandu To Jose Deliz From Bob Rowland, January 12, 2005

EXHIBIT C-1- D-2

MEMORANDUM

Date: January 12, 2005

To: Jose Deliz, Director

From: Bob Rowland

Subject: Development dual entrance standards

S

I have reviewed the letter from Neal Brockmeier of Greenhome & O Mara, Inc, a consulting engineering firm. And have the following comments.

Section 4.8.1 of the Development Review Regulations (Ord 2000-40) states' " All subdivisions consisting of 25 lots or more shall provide at least two (2) points of access subject to the approval of the Development Review Committee. One access may be closed to public access provided that it is approved by the Emergency Servicies Director or his designee as being accessible to County emergency services."

A question that has continued to come up in reviews is," How far apart must these two entrances be?" This question is left up to the Development Review Committee to decide and most frequently the Engineering Services department makes a judgment on this question.

I am suggesting the following clarification of this section, which is. Wherever possible, secondary access points must be to separate roads. If this is physically impossible because of topography or adjoining developments without access, then entrances must have a minimum distance of 100 feet between the inside of traveled lanes and access a County Road.

Exception to this minimum distance may be made under the following conditions:

- a. It is not feasible to have exits on separate roads.
- b. The sole access must be to a paved County Road.

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- c. Internal development streets must be designed so that there is complete access to the entrance from all lots or units.
- d. The distance from the paved edge of the County Road to an internal street, excluding the entrance must not be greater than 200 feet, thus allowing reasonable emergency access to the project interior by foot.
- e. Internal streets must conform to County design standards.

If all of the above conditions are satisfied, then the minimum spacing between the inside of two traffic lanes into the development can be reduced to 20 feet minimum. This can be accomplished by having a 20-foot median or multiple lanes (3 or 4 lanes). These conditions are not intended to be written in stone and limiting further changes, but as one set of circumstances that will be allowed.

Suggest you review this memo and if you agree & make revisions, if desired. Afterwards the memo should be circulated to the entire DRC for their comments and hopefully have their approvals noted. This would satisfy the ordinance requirements. I am also going to send an informal copy to Chris Jackson for her comments.

Nassau County Engineering Services



96161 Nassau Place Yulee, Florida 32097 Phone: 904-491-3608 Fax: 904-491-3611 José R. Deliz, P.E. Director

Exhibit E: Decision Granting Final Certificate of Concurrency with Conditions

October 4, 2005

Howard M. Landers, AICP Howard M. Landers Consulting, LLC. 326 Settlers Lane Charlotte, NC. 28202

Subject: Crane Island

DECISION GRANTING FINAL CERTIFICATE OF CONCURRENCY WITH CONDITIONS

Upon review of the application for a final concurrency determination pursuant to Section 8, Nassau County, Florida Concurrency Management Ordinance No. 99-06, regarding subject, the Nassau County Engineering Services Department decides as follows:

- The application for a Final Certificate of Concurrency is granted with conditions, pursuant to Section 8.1.2.2, Ordinance No. 99-06, for a 90-Berth Marina, a 50 dwelling unit (du) Residential Condominium/ Townhouse, and a 119du Single-Family Detached Housing development, Institute of Transportation Engineers (ITE) Land Uses 420, 230, and 210, respectively. This Final Certificate of Concurrency is conditioned upon the following:
 - a. The development being legally described as shown on Exhibit A and located as shown on Exhibit B (Tax Parcel Map) of the application.
 - b. Prior to the issuance of the Certificate of Occupancy the necessary facilities will be in place to serve the project with potable water and sanitary sewer services.
 - c. Compliance with all other applicable Federal. State, regional and local land development regulations in effect at the time of permitting.
- 2. The concurrency determination granted herein shall remain in effect for two (2) years pursuant to Section 8.2.2.4 and its sub-parts of Ordinance 99-06, and will expire on October 4, 2007, unless the applicant obtains a Development Review Committee Letter of Approval or Final Plat approval, in which case the Certificate of Concurrency shall remain in effect until the expiration of the approved Construction Plans and/or Final Plat to which it applies, or the Certificate of Concurrency is extended by a reservation of capacity pursuant to Section 8.2.2.4.1 or Section 8.4 of Ordinance No. 99-06.
- 3. If the Certificate of Concurrency expires, a new Final Certificate of Concurrency must be obtained prior to any further development of the project.
- 4. This decision does not affect any other aspects of the development and improvement standards or requirements, or any other aspect of the development of land or provision of public improvements subject to the County Land Development Regulations. Comprehensive Plan, or other County

CERTIFICATE OF CONCURRENCY Crane Island October 4, 2005

Regulations, which shall be operative and remain in full force and effect without limitation with respect to all such development (Section 4, Ordinance No. 99-06). A Final Certificate of Concurrency does not relieve the applicant from applying for other applicable permits or complying with any land development regulation or governmental requirement, nor does the Certificate of Concurrency guarantee the granting of other applicable permits such as rezoning, variances, exceptions, or building permits.

- 5. This decision may be appealed to the Nassau County Board of County Commissioners. Any appeal must be filed with the Engineering Services Department within fifteen days of the decision. Please see Section 12.1, Ordinance No. 99-06.
- 6. This decision shall serve as the Final Certificate of Concurrency, issued by the Nassau County Engineering Services Department pursuant to Section 7.5, Ordinance No. 99-06.

Dated this 4th day of October, 2005.

.. . \

José R. Deliz, P.E. Engineering Services Director

Cc: Mike G. Mahaney, County Administrator Chris Jackson, Growth Management Coordinator Concurrency File

CERTIFICATE OF CONCURRENCY Crane Island October 4, 2005

FINDINGS OF FACT

Background

The subject property is located on Crane Island and directly accesses the south side of Amelia Island Parkway via an extension of Bailey Road, just west of the local airport as shown in Exhibit B. The project proposes a 90-Berth Marina, a 50du Residential Condominium/ Townhouse, and a 119du Single-Family Detached Housing development on approximately 207.44 acres, the zoning of which is currently represented on the application as RS-1, with proposed rezoning to PUD indicated.

Phasing Schedule

The project is planned to be completed in 2 phases, scheduled as follows:

Phase Number	Construction Schedule	Number of Units	Number of ADTs
Phase 1 (Residential)	Year 2006 to Dec. 31, 2008	60du SFD, 25du T/H	847
Phase 1 (Non-Res.)	Year 2006 to Dec. 31, 2008	45 Berths	133
Phase 2 (Residential)	Jan. 1, 2009 to Dec. 31, 2010	59du SFD, 25du T/H	729
Phase 2 (Non-Res.)	Jan. 1, 2009 to Dec. 31, 2010	45 Berths	133
Total			1842

Transportation

Pursuant to Appendix A, Section 5.(c)3. of Ordinance 99-06, the proposed Land Development Traffic Assessment (LDTA) methodology was discussed and agreed upon at a Pre-Application Conference held on June 2, 2005 with Mr. Edward Lehman, Senior Transportation Planner with the Northeast Florida Regional Council, Brad Powell, Interim Concurrency Coordinator for the Nassau County Engineering Services Department and Wayne T. Petrone, Senior Project Manager for King Engineering Associates, Incorporated. The resulting LDTA was received on June 9, 2005.

Per contract dated October 4, 2004, the completed LDTA for a project this size is required to be sent to the Northeast Florida Regional Council (NEFRC) for review. Please see Exhibit D, attached letter dated August 10, 2005 from Mr. Edward Lehman, NEFRC Senior Transportation Planner.

The Nassau County Engineering Services Department agrees with the conclusions on page 16 of subject LDTA, and the subsequent recommendation on page 2 of Mr. Lehman's letter dated August 10, 2005 as illustrated in a basic traffic analysis attached as Exhibit C. The Crane Island development meets traffic concurrency requirements for Nassau County.

Potable Water/Sanitary Sewer

The applicant has indicated that the City of Fernandina Beach Utilities Department has sufficient capacity to provide potable water and sanitary sewer needs for this project per letter dated May 19, 2005 signed by John Mandrick, P.E., City of Fernandina Beach Utilities Director.

CERTIFICATE OF CONCURRENCY Crane Island

October 4, 2005

Parkland and Open Space

The project is estimated to generate a total of 14.04 acres of recreation demand. Recreation requirements will be addressed by the Nassau County Growth Management Department during the development approval process.

Solid Waste

The proposed project is estimated to generate a demand for 4,921.3 pounds per day of solid waste disposal capacity at completion. Based on the July 12, 2005 projection prepared by Omar Smith, P.E., Golder subconsultant for S2Li, it is estimated that the active West Nassau Class I Landfill has 10.5 years of remaining capacity at the typical fill rate of 1.36 cubic-yards per ton, accounting for a 2.5% annual growth rate, and will be depleted in the year 2016.

Drainage

The applicant must demonstrate compliance with the requirements of all local, state and federal regulatory agencies having jurisdiction over the proposed activity. Signed and sealed construction drawings and calculations demonstrating compliance must be submitted to and approved by the Nassau County Development Review Committee prior to commencement of construction.

MITIGATION PLAN FOR CRANE ISLAND DEVELOPMENT RELATED TO COASTAL HIGH HAZARD AREA

The developers of Crane Island submit this mitigation plan in response to the requirements of HB 1359 and the policy adopted on June 1, 2006 by the Northeast Florida Regional Council. As a result of both these actions, comprehensive plan amendments for density increases in the Coastal High Hazard Area may be permitted under certain circumstances. See pertinent portions of HB 1359 attached.

The bill states in part that

Section (9) (a)-- Local governments may elect to comply with rules 9J-5.012 (3) (b) (6) and 9J-5.012 (3) (b) (7). Florida Administrative Code (F.A C.) by following the provisions below.

1. The adopted level of service for out of county hurricane evacuation is maintained for a category 5 storm event as measured on the Saffir-Simpson scale;

2. A 12-hour evacuation time to shelter is maintained for a category storm event as measured on the Saffir-Simpson scale and shelter space reasonably expected to accommodate the residents of the development contemplated by a proposed comprehensive plan amendment is available; or

3. Appropriate mitigation is provided that will satisfy the provisions of subparagraph 1. or subparagraph 2. Appropriate mitigation shall include, without limitation, payment of money, contribution of land, and construction of humicane shelters and transportation facilities. Required mitigation shall not exceed the amount required for a developer to accommodate impacts reasonably attributable to development. A local government and a developer shall enter into a binding agreement to memorialize the mitigation plan.

These provisions if met are considered a safe harbor offered by the bill. The county must adopt by 2008 a level of service for a Cat. 5 evacuation as set forth in #1 or accept 16 hours in lieu of county adoption of its own LOS.

F. A. C. 9J 5.012 (3) (b) (6) and (7) state:

6. Direct population concentrations away from known or predicted coastal high hazard areas.

7. Maintain or reduce hurricane evacuation times.

The NEFRC Policy (attached) adopts the rationale of HB 1359 and adds suggested ways to mitigate including density transfers.

Note that either 9 (a) 1, 2, OR 3 must be met to meet the requirements of the statute, not all. With the reduction of units in PLM West by the same number of unit increase on Crane Island, the requirement of provision #1 is met. The County has designated all of Amelia Island as a Category 1 hurricane evacuation zone ("HEZ"), therefore both Crane Island and PLM West are located in the Category 1 HEZ and thus it follows that both would be located in the Category 5 evacuation zone. A reduction of units in PLM West and a corresponding increase in Crane Island by the same number of units would maintain the same hurricane evacuation time for all categories of hurricane since both use the same evacuation routes and are both located on Amelia Island, thereby meeting the requirement of 9 (a) #1 above. Regardless of what LOS is subsequently adopted by the county, the offsetting result of the Crane Island-PLM West plan would have no net increase in evacuation time.

In addition, the density offset in PLM which corresponds to the density increase in Crane Island is a reasonable plan for binding mitigation which is confirmed in the pending change to the NOPC

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<u>1 of 2</u>

which evidences the unit decrease and the PUD for Crane Island which limits the total number of units, thereby meeting the requirement of 9 (a) #3 above.

It is also important to note that Crane Island is not the subject of a comprehensive plan amendment which triggers the analysis provided by HB 1359. However Opinion 2 rendered by County Attorney Michael Mullin stated that Policy 5.05.06A required an offsetting amendment since he opined that there was an increase in density in the Coastal High Hazard Area as a result of units being added to Crane Island.

Policy 5.05.06A states:

To maintain the maximum evacuation time, the County shall not allow an overall increase in the density of land use that is allowed by the Future Land Use Map within the Coastal High Hazard Area (CHHA)

Interestingly, since all of Amelia Island has been determined to be a Category #1 HEZ, whether or not property which is the subject of a density reduction is located in the CHHA should make no difference so long as the offset results in no net increase in the evacuation time for the Island. Here, both properties are located on Amelia Island and both use the same evacuation routes therefore the increase in density on Crane Island and the corresponding decrease in PLM West would meet the intent of Policy 5.05.06A regardless of whether PLM is located in the CHHA. Notwithstanding the foregoing, portions of PLM West are located in the CHHA. Therefore, if the County applies the most conservative interpretation of Policy 5.05.06A, the mitigation plan offered by PLM West would still comply with Policy 5.05.06 A. Such a narrow interpretation is not necessary in light of HB 1359 and the new NEFRC policy which recognizes density transfers as a reasonable means of mitigation for plan amendments resulting in density increases in the CHHA. Again, it is emphasized that the Crane Island-PLM West offset does not involve a plan amendment resulting in density increases in the CHHA

This approach would not necessarily be applicable elsewhere in Nassau County off Amelia Island when a comprehensive plan amendment is proposed in the CHHA and properties proposed for the offset may not be in the same HEZ or use the same evacuation routes. Each case should be evaluated by its own set of facts in light of the requirements of HB 1359 and the new policy adopted by the NEFRC.

Howard M. Landers Consulting 11C

328 Settlers Lane, Charlotte, NC 28202

Phone and Fax: 704.370.8278

(Irban Flanning Consultant

Call: T64.907.9081

hml326@beilsouth.net

EXHIBIT-R-2- G Draft Avigation Easement

March 31, 2006

Mr. Richard Johnson Airport Manager City of Femandina Beach City Hall 204 Ash Street Femandina Beach, FL 32034

Re: Crane Island – Draft Avigation Easement

Dear Richard,

As we discussed when Bill Moore and I met with you, we have prepared a draft of the Avigation Easement that is to be granted by the Owners of Crane Island to the City. The Easement is provided pursuant to commitments of the Owners and to paragraph E of the "Agreement Between the City and the Owners" as attached to the Stipulation for Dismissal. Paragraph E provides that the Easement will be granted prior to commencement of construction on the access road to Crane Island. That condition provides adequate time for review and refinement of the draft. This draft is based almost entirely on an Easement that was granted to the St. Augustine Airport Authority, which we have included as a model in the PUD Zoning Application that has been filed with Nassau County. I am also enclosing a copy of that Easement. We will provide a copy of this letter and attached draft to the County as it relates to a Condition of the PUD zoning.

We look forward to discussing the Easement with you. Please call me or Bill Moore, 277-5103, if you have any questions.

Sincerely yours,

Howard M. Landers, AICP Agent for Owners of Crane Island and Amelia Island Company

Cc: Ms. Chris Jackson, Planning Director, Nassau County Vince Graham Chris Anderson Jack Healan

GRANT OF AVIGATION EASEMENT

This GRANT OF EASEMENT is made this _____ day of _____, 2006, between : The Owners of Crane Island, Lynwood G. Willis and Jane T. Willis, husband and wife, Robert H. Still, Jr. and Michael D. Abney, as Co-Trustees of the Lynwood G. Willis and Jane T. Willis Trust U/D/O December 31, 1992, Vincent G. Graham, Piedmont Square, LLC, a Virginia limited liability corporation, and Crane Island Investments, LLC, a South Carolina limited liability Corporation, whose address is c/o Mr. Chris Anderson, 400 Hibben Street, Suite 200 Mt. Pleasant, SC 29464, (hereinafter referred to collectively as "Grantor").

And

The City of Fernandina Beach, as owner of the Fernandina Beach Airport, whose address is 204 Ash Street, Fernandina Beach, FL 32034-4230, (hereinafter referred to as "Grantee").

The following recitals of fact are a material fact of this instrument:

A. The Grantor is the owner of a tract of land (hereinafter referred to as "Crane") being more particularly described as:

SEE ATTACHED EXHIBIT "A"

B. The Grantee is the owner of a tract of land (hereinafter referred to as "Airport") known as the Fernandina Beach Airport, located in Fernandina Beach, Nassau County, Florida.

C. The Grantor wishes to grant and the Grantee wishes to receive an easement over, across and through Crane (hereinafter referred to as the "Easement Premises").

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. <u>GRANT_OF AVIGATION EASEMENT</u>. The Grantor for its heirs, administrators, executors, successors, and assigns, hereby grants to the Grantee, its successors and assigns, as an easement appurtenant to the Airport, a perpetual, nonexclusive easement for the use and benefit of the public, an easement and night-of-way, appurtenant to the Airport for the unobstructed use and passage of all types of aircraft (as hereinafter defined), in and through the navigable airspace above the Grantor's property.

Said easement shall be appurtenant to and for the benefit of the real property now known as the Airport including any additions thereto wherever located, hereafter made by the City of Fernandina Beach or its successors and assigns, guests, and invitees, including any and all persons, firms, or corporations operating aircraft to or from the Airport.

Said easement and burden, together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said easement, including, but not limited to the right to cause in all airspace above or in the vicinity of the surface of Crane such noise, lighting,

vibrations, fumes or other particulate matter, (which are incidental to the normal operation of said aircraft), an any and all other effects that may be alleged to be incident to or caused by the operation of aircraft over or in the vicinity of Crane or in the landing at or taking off from, or operating at or on the Airport is hereby granted by Grantor; and Grantor does hereby fully waive, remise, and release any right or cause of action which it may have or which it may have in the future against Grantee, its successors and assigns, due to such noise, lighting, vibrations, fumes, dust, and all other effects that may be caused or may now have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Airport.

Grantor will not hereafter erect, permit the erection or growth of, or permit or suffer to remain on Crane any light or illumination which might mislead aircraft, fuel handling and storage facilities, or smoke generating activities; and the Grantor, for itself, its heirs, administrators, executors, successors, and assigns, further agree it will not permit upon Crane churches, schools, and stadiums.

Grantor shall not hereafter use or permit or suffer the use of Crane in such a manner as to create electrical interference with radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or to permit any use of Crane that causes a discharge of fumes, dust or smoke so as to impair visibility in the vicinity of the airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft.

For all residential units located within the Airport's 65 Ldn noise contour as illustrated in the Airport Layout Plan Update, 1999, the Grantor shall incorporate acoustical treatment into all dwelling units to insure that interior noise levels within living spaces (not including garages, sunrooms, or porches) do not exceed an average sound level of 45 Ldn. Compliance with this standard shall be based upon a certification from an acoustical engineer licensed in the State of Florida, submitted at the time of zoning permit issuance, that the design and construction methods and materials to be used in the construction of the dwelling are such that the foregoing standard will be met, assuming exterior noise levels above 65 Ldn.

As used herein "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

The Grantor hereby grants to the Grantee the continuing right to prevent the erection or growth upon Crane of any building, structure, tree, or other object, extending into the airspace over 150 feet from ground level, and to remove from said airspace, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree or other objects extending into the airspace over 150 feet from ground level, now upon, or which in the future may be upon Crane, together with the right of ingress to, egress from, and passage over Crane for the above purpose.

The parties hereto agree and state that the Grantee has no interest in the Easement Premises other than that specified herein.

2. <u>RESERVATION OF RIGHTS OF GRANTOR</u>. The right to use the Easement Premises for any and all purposes not incompatible with the easement granted hereby is expressly reserved for the Grantor, including, without limitation, all purposes authorized by the applicable zoning classification.

3. <u>RUNNING OF BENEFITS AND BURDENS</u>. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the successors and assigns of the parties hereto.

4. <u>ENFORCEMENT: ATTORNEY'S FEES.</u> In the event of any default under this instrument, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as a part of his costs a reasonable attorney's fee, together with such other costs and expenses as the court deems appropriate.

5. <u>CONSTRUCTION</u>. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on the Grantee is carried out.

6. <u>NOTICE</u>. The address of Grantor and Grantee is as set forth in the initial paragraph. Either party may give written notice of change of address with the other. All notices shall be sent by U.S. mail to the addresses provided for in this paragraph and shall be deemed given when placed in the mail. The affidavit of the person depositing the notice in the U.S. post office receptacle shall be evidence of such mailing.

7. <u>ENTIRE AGREEMENT: AMENDMENT</u>. The parties hereto agree that the entire agreement between the parties with respect to the Easement Premises is set forth in this instrument. This instrument may be amended only by an instrument in writing and signed by the persons who are the then owners of the fee simple title to the Airport and Crane, with the exception that the easement may be released as set forth herein.

8. <u>WAIVER</u>. No waiver of any of the provisions hereto shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals the day and year first written.

CRANE ISLAND - DRAFT AVIGATION EASEMENT HML 032206

GRANTOR

LYNWOOD G. WILLIS

JANE T. WILLIS

STATE OF	
COUNTY OF	

The foregoing instrument was acknowledged before me this _____ day of ______, 2006, by LYNWOOD G. WILLIS and JANE T. WILLIS, who are personally known to me or have produced ______ as identification.

Print Name:	
Notary Public, State of	
Commission Number.	
My Commission expires:	

GRANTOR

ROBERT H. STILL, JR.

MICHAEL D. ABNEY AS CO-TRUSTEES OF THE LYNWOOD G. WILLIS AND JANE T. WILLIS TRUST U/D/O DECEMBER 31, 1992

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of ______, 2006, by ROBERT H. STILL, JR. and MICHAEL D. ABNEY, AS CO-TRUSTEES OF THE LYNWOOD G. WILLIS AND JANE T. WILLIS TRUST U/D/O DECEMBER 31, 1992, who are personally known to me or have produced ______ as identification.

Print Name: Notary Public, State of ______ Commission Number: ______ My Commission expires: ______

GRANTOR

VINCENT G. GRAHAM

STATE OF ______

The foregoing instrument was acknowledged before me this _____ day of ______, 2006, by VINCENT G. GRAHAM, who is personally known to me or has produced ______ as identification.

Print Name: ______ Notary Public, State of ______ Commission Number: ______ My Commission expires: ______

GRANTOR

PIEDMONT SQUARE, LLC, A VIRGINIA LIMITED LIABILITY CORPORATION

By: ______Print name: ______

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by ______ of PIEDMONT SQUARE, LLC, A VIRGINIA LIMITED LIABILITY CORPORATION, on behalf of the corporation. He is personally known to me or has produced ______ as identification.

Print Name:	
Notary Public, State of	_
My Commission expires:	

GRANTOR

CRANE ISLAND INVESTMENTS, LLC, A SOUTH CAROLINA LIMITED LIABILITY CORPORATION

By: ______ Print name: ______

STATE OF _____

The foregoing instrument was acknowledged before me this _____ day of ______, 2006, by ______ of CRANE ISLAND INVESTMENTS, LLC, A SOUTH CAROLINA LIMITED LIABILITY CORPORATION, on behalf of the corporation. He is personally known to me or has produced ______ as identification.

Print Name:	
Notary Public, State of	
My Commission expires	s:

GRANTEE

City of Fernandina Beach City Commission of the City of Fernandina Beach

Ву_____, It's Mayor: Print Name: ______ Date _____

Attest: _____

Title: _____

Approved as to Form:

Debra Braga, City Attorney

Signed, sealed and delivered in the presence of:

+++++



Airport Layout Plan for the Fernandina Beach