

A G R E E M E N T

AGREEMENT entered into by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, herein referred to as "THE BOARD", and AMELIA ISLAND COMPANY, a Florida Corporation and it's successors, herein referred to as "THE COMPANY".

WHEREAS, THE BOARD and THE COMPANY entered into negotiations regarding beach access based upon Florida Statutes 161.091, and THE BOARD'S policy to obtain beach access for the public, and

WHEREAS, said negotiations have concluded with the Company proposing beach access and a financial commitment stated below, and

WHEREAS, THE COMPANY has marketable title to the land to be conveyed, and

WHEREAS, THE BOARD has approved a P.U.D. for THE COMPANY;

NOW THEREFORE based upon the negotiations, both parties agree as follows:

1. THE COMPANY, by deed, shall convey to THE BOARD approximately four (4) acres of land which shall include two hundred (200) feet on the Atlantic Ocean side. Said land is more fully depicted on the plan which is attached hereto as exhibit "A" and made a part hereof.

2. THE COMPANY shall convey said property, by warranty deed, within thirty (30) days of the date of the execution of this agreement.

3. THE BOARD agrees that the land shall be accepted subject to the following conditions:

(a) THE BOARD shall not hold the property open to the public before sunup or after sundown.

(b) THE BOARD shall not permit commercial activities within the donated property.

(c) THE BOARD will provide adequate litter and law enforcement patrol.

(d) The Amelia Island Property Owners Association shall have a right to seek a nuisance action in Circuit Court should the Association determine that the park was creating a nuisance. However, said right of legal action shall be available, as a matter of right, without said language.

4. THE COMPANY shall construct, at their expense, a fence along the southern boundary of the property. Said fence shall serve as a buffer.

5. THE COMPANY hereby consents to the amendment of their P.U.D. to reflect the appropriate use of the donated land.

6. THE BOARD shall allow THE COMPANY to utilize beach revetments on the donated property providing the State approves of said revetments.

7. THE COMPANY agrees to pay the sum of \$150,000.00 to the BOARD in \$50,000.00 installments over a three (3) year period. Said monies shall be used to provide amenities as determined by THE BOARD. THE BOARD shall be responsible for the installation of any and all amenities. THE COMPANY shall receive a credit for all monies paid to THE BOARD against all levied impact fees. The credit shall be against all levied impact fees on the units within the Plantation P.U.D. The first installment of \$50,000.00 shall be paid simultaneously with the execution of the deed and all future installments shall be due and payable on the first day of January of each year.

DATED this 26th day of MARCH, 1985.

"THE COMPANY"

Margaret Ann Wood Julia President
Willie R Moore

"THE BOARD"

John F. Claxton
JOHN F. CLAXTON
Its Chairman

ATTEST

By: T.J. Greeson
T.J. GREESON, Clerk

EXHIBIT A

**PROPOSED BURNEY BLVD. FACILITY
SUMMARY OF AMENITIES**

**FILED WITH CONTRACT
CLERK'S OFFICE**

**CONTRACTS AND AGREEMENTS
83-84 TO 89-90**

BOX 0001021 BOCC LEGAL SERVICES

(map too large to scan)