

**NON-STANDARD
UTILITY SERVICE AGREEMENT
WITH CAPACITY RESERVATION**

THIS AGREEMENT, entered into this 30th day of DECEMBER 1993, between **SUNRAY UTILITIES - NASSAU, INC.**, a Delaware corporation, (hereinafter sometimes called "Company") and **NASSAU County** a political subdivision, its successors and assigns (hereinafter sometimes called "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of certain real estate in Nassau County, Florida, more particularly described on the attached Exhibit A hereinafter referred to as "the Land"; and,

WHEREAS, Developer shall develop said Land by construction of buildings and/or other improvements thereon commonly referred to as Nassau County O'neil Fire Station (hereinafter referred to as "Project") and must provide for wastewater collection and water distribution to service the Project, in total requiring 5 ERCs; and,

WHEREAS, Company is in the business of providing water and wastewater utility services in the vicinity of the Land described above; and,

WHEREAS, Company is willing to operate its water distribution and wastewater collection and treatment systems so that all buildings constructed on the Developer's property may have furnished to them and to their occupants (hereinafter referred to as the "end-user" or "customer") potable water and sanitary wastewater service subject to all terms and conditions of this Agreement and the Company's Tariff on file at the Florida Public Service Commission (hereinafter sometimes called "Commission"); and,

WHEREAS, in order to provide water and wastewater service to the Developer and the customers it has been or will be necessary for the Company to enlarge and expand its off-site water and wastewater plants and facilities and it is the desire and intent of the Developer to contribute land to be used for such additional off-site wastewater facilities and, in consideration thereof, to have capacity reserved therein for the Project; and,

WHEREAS, in order to provide water and wastewater service to the customers and to the Developer, the Developer will design and construct the on-site water distribution and wastewater collection systems to serve the premises described in Exhibit A.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, subject to any necessary approval by the Florida Public Service Commission, and other governmental bodies having jurisdiction, it is agreed by the parties hereto as follows:

1. Reservation of Capacity

1.1. The parties agree that upon performance of the Developer's obligations imposed by this Agreement, the Company shall reserve for the Developer's use, for a period of time not to exceed eighteen (18) months from the date of this Agreement (hereinafter referred to as "period of capacity reservation"), the necessary treatment plant capacities to provide 5 water ERCs. Company shall reserve 5 wastewater ERCs for up to 18 months after the installation of company's wastewater lift station at the 30 foot by 30 foot site to be given to Company by Nassau County pursuant to section 1.4 of this agreement in consideration for Water and Wastewater Service to the project.

1.2. Should the Developer not utilize the reserved water capacity within the term of this Agreement, the Company may sell the unused balance of the capacity reserved by this Agreement. If resold within four (4) years of termination the Company shall refund to the Developer the charges paid by the Developer for the unused capacity. If the unused capacity is sold later than four (4) years from the termination of this Agreement the Company shall not refund any portion of the amount paid for said unused capacity.

1.3. In the event that final design or completed construction of the Project modifies the requirement for ERCs herein reserved so as to affect any individual charge by more than 10%, or the sum total of the charges by more than 5%, such charges may be recalculated and the difference collected or refunded by the Company at the option of the Company. The Company may withhold final Certificates of Service for the Project if such changes occur so as to place a significantly greater demand upon the service capacities of the Company than addressed in this Agreement.

1.4. In lieu of the following charges listed in sections 1.4 a through 1.4 h of this agreement Company will accept fee title conveyed by warranty deed to a thirty foot (30') by thirty foot (30') site at the southeastern corner of the Developer's site. Prior to the initiation of water service Nassau County must supply Company with a legal description and plat of the thirty foot by thirty foot site, and title insurance acceptable to Company.

a) The actual cost to cover engineering, plan review, inspection, testing and legal/administrative costs to the Company in connection with this Agreement;

b) \$368 per ERC to cover water plant capacity charge;

c) \$370.00 per ERC to cover wastewater plant capacity charge;

d) Wastewater plant capacity charge for any connection discharging wastewater other than "normal domestic wastewater". Such charge shall be based upon the expected additional waste strength converted to ERCs as determined by the Company's engineer. The charge shall be \$370.00 per commercial unit as a minimum (or such higher rate as may have been approved by the appropriate regulatory authorities), or \$1.05 per gallon of water usage per day, whichever is greater. Prior approval by Company and all pollution control agencies is necessary before this waste is admitted into the system. The Developer (or end-user) shall be responsible for providing a suitable point for the waste to be sampled by the Company or the regulatory agencies;

e) A meter installation fee and the actual cost of wastewater connection to cover meter cost and meter and wastewater tapping installation (but not including curb stop or meter box) as set forth in the Company's then current Service Availability Policy at the time of installation. The meter installation fee currently is Seven Hundred Fifty Dollars (\$750.00) for each 2" meter);

f) If available, construction water will be charged to building based on metered usage in accordance with current Company tariffs and rates;

g) Hydraulic share of off-site facilities - the Developer recognizes that water and wastewater utility service to the Developer's property is provided by the use of off-site facilities and other improvements previously constructed by the utility and that the Developer is obligated to pay its pro rata share of the cost of such off-site facilities and other improvements to the Company. Said pro rata share shall be based on the Developer's percentage of hydraulic capacity of said off-site facilities or other improvements. For the purposes of this Agreement the Developer's hydraulic share will be Not Applicable;

h) CIAC Tax Impact Capacity Charge of \$220.80 per water ERC and \$222.00 per wastewater ERC shall be paid at the time of execution of this Agreement which is the estimated Federal and State tax liability the Company will incur by the acceptance of the charges and property pursuant to Section 1.4 of this Agreement. CIAC Tax Impact Collection is authorized by Order Nos. 16971 dated December 18, 1986 and 23541 dated October 1, 1990 of the Florida Public Service Commission and any amendments or additions thereto.

2. On-site Wastewater and Water Facility: Construction

2.1. The Developer shall construct and design the on-site water distribution and wastewater collection systems including but not limited to the following: water distribution lines, wastewater collection lines, water pumping stations and related appurtenances for the non-exclusive provision of wastewater and water services to the Project as described in Exhibit A.

2.2. The systems' design drawings and specifications are to be in accordance with state and local Governmental authority requirements including the Florida Department of Environmental Protection, Nassau County and others as applicable. The Company shall review the systems' design drawings and specifications, prior to submittal to the appropriate governmental authority unless otherwise agreed to by the Company.

2.3. If the Developer modifies his development plans for the property described in Exhibit A which would require greater water usage, greater fire flows, additional water facilities, greater wastewater flows, or additional wastewater facilities than water and wastewater demands previously approved by the Company, then the Developer must obtain approval by the Company for the construction of such additional water or wastewater facilities which shall meet all Company and governmental design requirements. The Developer shall pay all additional contributions and fees as may be authorized by the Company's Service Availability Policy in the then-current Tariff on file at the Commission.

2.4. The charges, costs and fees for any separate emergency fire protection water systems for the Project will be subject to negotiation between the Company and the Developer.

2.5. If buildings of more than two stories are a part of the Project, the Developer shall furnish at its own expense water pumps and other appurtenances as necessary for pumping water above the second floor.

2.6. The Company reserves the right to approve the utility contractors to whom construction bids are sent by the Developer as well as the contractor to whom the award is made. Such approval will not be unreasonably withheld or delayed.

2.7. Any other change order between the Developer and its utility contractor issued after Company approval of original plans must be approved by the Company before the change order is put into effect.

2.8. A representative of the Company or its engineers will be the inspectors of the Project along with the Developer's engineer; however, the Company reserves the right of final acceptance of the work and materials. Neither the Company nor its engineers shall be deemed the agent of any other person in making such inspections.

2.9. Upon completion of a master regional pump station by the Company within 2,000 feet of the project, service will be discontinued until Developer constructs in accordance with Company's specifications and contributes gravity sewer lines which connect the Project to the Company's pump station.

3. On-Site Wastewater and Water Facility: Ownership

3.1. All water mains, pipes, valves and fittings and appurtenances up to and including all meters shall be owned, operated and maintained by the Company. All water pipes on the end-user's side of the meter shall be owned, operated and maintained by the end-users.

3.2. All wastewater mains, manholes, pumping station, force mains and appurtenances, including service pipes in public rights of way and dedicated easements, shall be owned, operated and maintained by the Company except in multi-family projects the full length of wastewater services from the nearest wastewater main or nearest manhole (circle one) to the point of use shall be owned and maintained by the end-user. All wastewater services on the end-user's side of the property line shall be owned, operated and maintained by the end-user, except in multi-family projects all Company lines shall terminate with the nearest N/A (to be filled as circled above).

4. Provision of Utility Service

4.1. The Company agrees to connect and provide the requested water utility service and, upon construction of Company's wastewater lift station at the site being conveyed to Company by Developer, wastewater utility service pursuant to this agreement at no additional connection fee (other than those provided for in this Agreement), but subject to the continuing operating rules and regulations of the Company including, without limitation, the periodic payment of the water usage charges and wastewater usage charges upon the initiation of service in accordance with the Company's then-current Tariff on file at the Commission.

4.2. The Developer agrees that the Company shall have the exclusive right to furnish potable water and sanitary wastewater service to the Land described above pursuant to its certificate from the Florida Public Service Commission, the terms of the Company's rules, its tariff and all applicable law, ordinance and regulation.

4.3. The Company does not guarantee an uninterrupted supply of water, or water at any particular pressure, and reserves the right to shut off the water in its main at any time for the purpose of extending facilities, making repairs, providing temporary or emergency water supply and for other necessary business purposes as determined by the Company. The Company will not be responsible for any damage caused by low pressure or interruption of service.

4.4. Neither the customer nor the Developer shall discharge into the sanitary wastewater system water from fire tanker trucks, from "non-domestic" drains including without limitation, swimming pools, air conditioning condensation lines, cooling lines or other discharge from any type of equipment.

4.5. The Company shall not be obligated to furnish any water or wastewater service to any building which is built on the Developer's property to which the Company does not have lawful access by way of easement or Warranty Deed.

4.6. The Company shall not be responsible for wastewater overflows in any building structures where the lowest floor elevation is less than that of the next upstream manhole. Company will not be held responsible for flooding problems which may result from failure of wastewater line back flow preventor valves installed on the Developer's property in an attempt to provide protection from such conditions. The Developer shall protect, defend, indemnify and hold the Company, its officers, directors, employees, agents and contractors harmless against any liabilities, including court costs and attorneys fees, resulting from or arising out of flooding due to back flow preventor valve failure.

4.7. The Company shall have the right to determine reasonable meter size and location.

5. Land and Land Rights

5.1. Where the Developer's property is adjacent to any publicly dedicated road right of way, the Developer will grant to the Company a 25 foot easement along and adjacent to said publicly dedicated road right of way.

5.2. The Developer will furnish the Company the aforesaid Easements at the time of execution of this Agreement.

5.3. All taxes or charges imposed upon the Land described above by any government or governmental agency shall be the sole responsibility of and paid by the Developer except such part of the Land thereof that has been conveyed by Warranty Deed to the Company in accordance with the terms of this Agreement.

6. Damages

6.1. Damages which occur to the Company's water distribution and wastewater collection system during subsequent site preparation and/or construction by the Developer and/or customer which are not the result of the negligence or willful act of the Company, shall be the responsibility of the Developer and/or customer, as the case may be, and such responsible party shall pay the Company for all necessary repairs.

6.2. The Company shall provide an itemized invoice to the Developer and/or customer for all necessary repairs as described in 6.1. Bills are due when rendered, and if not paid within thirty (30) days thereafter become delinquent.

7. Force Majeure

7.1. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of treatment, pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or actions of officials or officers, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance. Such party shall notify the other party of any force majeure and will diligently strive to remove same.

8. Commission Approval

8.1. This Agreement, its related addenda, and the performance of the parties hereunder are subject to and conditioned upon the approval of this Agreement by the Florida Public Service Commission, and any other agency having regulatory jurisdiction; and the approval of the Florida Department of Environmental Protection, or any other agency having construction or operational jurisdiction, of any permissions necessary to the provision of services contemplated by this Agreement. To the reasonable extent of their responsibilities under this Agreement, the Company and the Developer shall cooperate to obtain such approval and/or permission to protect and preserve the intents of this Agreement.

8.2. In the event the Commission or such other governmental agency having jurisdiction over water and wastewater services requires the Company to accept water and wastewater services from any governmental entity or agency, then in such event the parties shall abide by rates and charges for water and/or wastewater treatment service as are established by the Commission.

8.3. In the event that the Commission does not approve this agreement as a "Special Utility Service Agreement" as defined in Rule 25-30.550 of the Florida Administrative Code, the parties agree to work together to effect the intent of this agreement in a manner which is acceptable to the Commission.

9. Government Acquisition

9.1. In the event the Company is acquired by any governmental agency by purchase or condemnation, this Agreement will terminate; whereupon, the Company shall either (a) cause such governmental agency to assume this Agreement or (b) refund to the Developer the plant capacity charges previously paid by the Developer for only so much thereof as has not been consumed by Developer.

10. Notices

10.1. All notices that may or must be given under this Agreement shall be in writing and shall be valid upon depositing with the United States postal service, postage and charges prepaid and addressed as follows:

COMPANY:

Sunray Utilities - Nassau, Inc.

Robert P. Todd

P.O. Box 1708

Fernandina Beach, Florida 32035-0125

DEVELOPER:

Nassau County

Doyle Powell

P.O. Drawer 1010

Fernandina Beach, Florida 32035-0349

11. Miscellaneous

11.1. The definitions of various terms utilized in this Agreement are as set forth in Exhibit B of this Agreement and by this reference made a part hereof.

11.2. This Agreement shall be binding upon and shall inure to the benefit of the Developer, the Company and their respective successors and assigns; however, in the event the Developer has not paid and delivered to the Company the plant capacity and service availability charges, fees and all charges provided to be paid to the Company by the Developer under the terms of this Agreement, and all easement and conveyances required by this Agreement, then this Agreement shall not inure to the benefit of the successors or assigns of the Developer.

11.3. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and may not be modified, amended or otherwise changed in any manner except by a writing executed by the parties.

11.4. Time is of the essence in the payment of any moneys payable by this Agreement; performance of all other provisions shall be by reasonable time.

11.5. The titles and headings of the various sections hereof are intended solely for means of reference and are not intended to modify, explain or place any construction on any of the provisions of this Agreement.

11.6. If any of the provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement by the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.7. All Exhibits attached hereto are incorporated herein by reference to the same extent as though such Exhibits were repeated in the body of this Agreement verbatim. The Exhibits are as follows:

- Exhibit A: Plat of Boundary Survey as recorded on _____
- Exhibit B: Definitions
- Exhibit C: Off-site Facilities Agreement
- Exhibit D: Contract Classification

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written above.

Signed, sealed and delivered
in the presence of:

Becky L. Jackson
[Signature]

"COMPANY"

SUNRAY UTILITIES - NASSAU, INC.

By: Robert P. Todd
(Robert P. Todd)

As Its: Vice President

Attest: [Signature]
JAMES L. JUREK
(type name)

As Its: Assistant Secretary

PAK P. S.
[Signature]

Signed, sealed and delivered
in the presence of:

James E. Testone
Beverly B. Burtel

"DEVELOPER"

NASSAU COUNTY

By: James E. Testone
James E. Testone
(type name)

As Its: Chairman

Attest: [Signature]
T. J. "Jerry" Greeson
(type name)

As Its: Ex-Officio Clerk

STATE OF FLORIDA
COUNTY OF NASSAU

Before me, this undersigned authority, this day personally appeared Robert P. Todd, and James L. Shroods, as Vice President and Assistant Secretary respectively, of SUNRAY UTILITIES - NASSAU, INC., a Delaware corporation, by authority and on behalf of said corporation, executed the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and Official Seal, this 6th day of January, 1994

Deleene B. Goode

Notary Public

My Commission Expires:

DELEENE B. GOODE
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Sept. 18, 1998
Commission No. CC140236

STATE OF _____

COUNTY OF _____

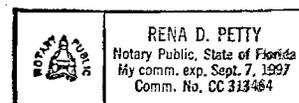
Before me, this undersigned authority, this day personally appeared James E. Testone, and T. J. "Jerry" Greeson, as Chairman and Ex-Officio Clerk, respectively, of NASSAU COUNTY, by authority and on behalf of said County, executed the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and Official Seal, this 6th day of January, 1994

Rena D. Petty

Notary Public

My Commission Expires: Sept. 7, 1997



DEFINITIONS

CIAC - Contributions-in-aid-of-construction (CIAC) means any amount or item of money, services, or property received by a utility, from any person or governmental agency any portion of which is provided at no cost to the utility, which represents an addition or transfer to the capital of the utility, and which is utilized to offset the acquisition, improvement, or construction costs of the utility's property, facilities or equipment used to provide utility services to the public. The term includes system capacity charges, main extension charges and customer connection charges.

Commission - The Florida Public Service Commission.

Company's Off-site Systems - That portion of the Company's water and wastewater systems necessary to provide adequate services to the Developer's property; exclusive of the Developer's on-site and off-site systems; as may be further defined by the Agreement, its exhibits, attachments, or addenda.

Developer's Off-site Systems - That portion of the water and wastewater improvements or additions to the Company's systems constructed outside the boundaries of the Developer's property, which are necessary to connect the Developer's On-site systems with the Company's Off-site system to provide adequate services to the Developer's property; as may be further defined by the Agreement, its exhibits, attachments, or addenda.

Developer's On-site Systems - That portion of the water and wastewater improvements or additions to the Company's systems which are constructed within the boundaries of the Developer's property; as may be further defined by the Agreement, its exhibits, attachments, or addenda.

Domestic Wastewater - containing not more than three hundred (300) parts per million biochemical oxygen demand or three hundred (300) parts per million suspended solids.

ERC - Equivalent Residential Connection. In capacity calculations, an ERC means:

- a) 350 gallons per day of average daily water flow (ADF) or,
- b) The number of gallons (ADF) demonstrated by the Company to be that of a Single Family Residential Unit or,
- c) The number of gallons (ADF) approved by the Department of Environmental Protection for a Single Family Residential Unit.

In proposed commercial developments, the estimated number of ERCs are determined by use of the Company's Schedule of Commercial Flow Values, established by the Company's operations or by its engineers.

Each individually metered/connected unit (residential or commercial) shall be considered as a minimum of one ERC, irrespective of its estimated average daily flows.

FDEP- The Florida Department of Environmental Protection or its successors in authority.

Hydraulic Share - A part of the service capability of the facilities being constructed or made available to furnish service. A technique used to apportion the responsibility for cost of such facilities among benefiting parties.

NARUC - The National Association of Regulatory and Utility Commissioners; as used in this Agreement, refers to the NARUC accounting system for Water and Wastewater Utilities employed by the FPSC.

Point of Connection - The point at which the Developer's construction of water and wastewater improvements or additions (on-site or off-site) connect with the Company's existing water and wastewater systems; as may be further defined by the Agreement, its exhibits, attachments, or addenda.

OFF-SITE FACILITIES AGREEMENT

Whereas, the (water or wastewater) service requirements of the "Project" are in excess of the capabilities of the off-site facilities installed by the Company; and,

Whereas, the additional investment required to augment those capabilities will be only for the benefit of the Developer's Project; and,

Whereas, the Company has estimated that the additional revenues of the Project may not warrant such additional investment by the utility.

Now, therefore, the parties agree that:

1. The Developer shall, at his own cost, provide for the design, permitting, and construction of the following described improvements:

_____ None _____ and,

2. That these improvements shall be constructed and shall become the property of the Company, all in accordance with the provisions and procedures of the Utility Service Agreement, including without limitation, the provisions of paragraph 2, 3 and 4 thereof, and Project Policies and Procedures Manual; and,

3. That the Developer shall not be due any reimbursement or compensation of any kind by the Company for such work; and,

4. That the acceptable completion and acceptance of such improvements are a condition of service to the Project by the Company.

CONTRACT CLASSIFICATION

This Utility Service Agreement between SUNRAY UTILITIES - NASSAU, INC. and NASSAU COUNTY, executed on 12-30-93 (Date) is for a Project commonly referred to as the Oneal County Fire Station, and on 1-7-94 (Date) was submitted to the Florida Public Service Commission and in accordance with its water and wastewater rule number 25-30.550 of the Florida Administrative Code as a:

- Regular Developer's Agreement
- Special Service Availability Contract and will become effective:
- On _____ (Date) unless notice of Intent to Disapprove is issued by the Commission (Regular Developer's Agreement)
- When approved by the Commission (Special Service Availability Contract)

At date of execution:	<u>Water</u>	<u>Wastewater</u>
The Treatment Plant Capacity was:	771 ERCs	534 ERCs
The Connection Load was:	503 ERCs	497 ERCs
Capacity Reserved by this Agreement is:	5 ERCs	5 ERCs

NORTHWESTERLY LINE OF SECTION 40

N 41°10'28" E 1679.81'
CENTERLINE OF SURVEY STATE ROAD No. 107

POINT OF COMMENCEMENT
MOST WESTERLY CORNER OF SECTION 40



NTS - NOT TO SCALE

DUVAL ROAD
(A 60 FOOT RIGHT-OF-WAY)
N 33°47'53" E 109.98'

S 72°53'43" E 82.24' NTS
S 26°42'34" E 150.33' NTS
S 72°53'43" E 172.57' NTS

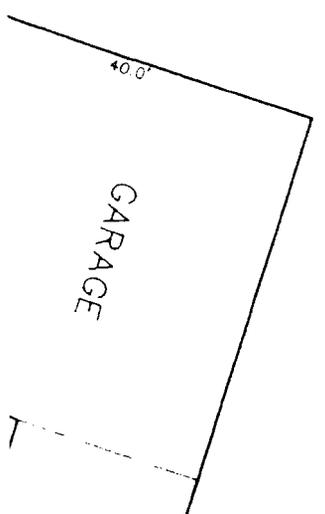
SET 1/2" IRON PIPE #3129

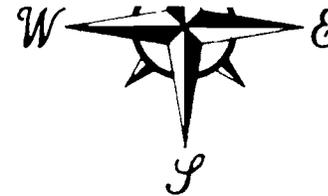
POINT OF BEGINNING

STATE ROAD
(RIGHT-OF-WAY)

S 72°53'43" E

19.6'



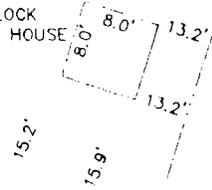


GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

BLOCK
PUMP HOUSE



FOUND
5/8" IRON ROD
#1558

7-FOOT WIDE DITCH
S 17°02'30" W
126.91

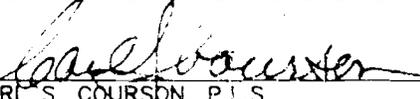
OFFICIAL RECORDS BOOK 481, PAGE 10

GENERAL NOTES:

- (1) BEARINGS SHOWN HEREON ARE BASED ON N 40°10'28" E FOR THE WESTERLY LINE OF SECTION 40
- (2) THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, OR RESTRICTIONS
- (3) UNDERGROUND UTILITIES SERVING THIS PROPERTY HAVE NOT BEEN LOCATED OR SHOWN
- (4) THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE X AS PER F.E.M.A. FLOOD INSURANCE RATE MAP, PANEL 120170 0360 C, DATED 5/4/88

 **PGMS** Corporation
 CIVIL ENGINEERING - SURVEYING - LAND PLANNING
 312 SOUTH 8th STREET, FERNANDINA BEACH, FLORIDA, 32034 OFFICE: 904-261-5393, FAX: 904-277-4450

I HEREBY CERTIFY THE INFORMATION SHOWN HEREON AS MEETING THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING, STATE OF FLORIDA, CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE AND/OR APPLICABLE STATUTES AND REGULATIONS AS SET FORTH BY THE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS OF THE STATE OF GEORGIA.

BY: 
CARL S. COURSON, P.L.S.

FLORIDA CERTIFICATE No. 3129
GEORGIA CERTIFICATE No. 2272

SCALE: ...
DATE: 11...
DRN BY: ...
CKD BY: ...
JOB NO: ...
F.B. NO: ...
PAGE NO.

NOT VALID UNLESS SURVEYORS OFFICIAL SEAL IS EMBOSSED HEREON

P I N E

N 67° 45' 43" W

G R O V E

(A 40 OLD FERNANDINA

FOOT RIGHT-OF-WAY)

YULEE ROAD)

240.9

R

MAP SHOWING BOUNDARY SURVEY OF

A PARCEL OF LAND LYING IN AND BEING PART OF SECTION 40, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF SAID SECTION 40; THENCE, ON THE NORTHWESTERLY LINE THEREOF, SAID LINE ALSO BEING THE CENTERLINE OF SURVEY OF STATE ROAD NO. 107, A RIGHT-OF-WAY OF VAIED WIDTH AS NOW ESTABLISHED, NORTH 41 DEGREES, 10 MINUTES, 28 SECONDS EAST, 1679.81 FEET TO THE INTERSECTION OF SAID LINE WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200 AND/OR A-1-A, A RIGHT-OF-WAY OF VARIED WIDTH AS NOW ESTABLISHED; THENCE, ON SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 72 DEGREES, 53 MINUTES, 43 SECONDS EAST, 82.24 FEET TO AN ANGLE POINT; THENCE, CONTINUING ON SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 76 DEGREES, 42 MINUTES, 34 SECONDS EAST, 150.33 FEET TO AN ANGLE POINT; THENCE CONTINUING ON SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 72 DEGREES, 53 MINUTES, 43 SECONDS EAST, 172.57 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF DUVAL ROAD, A 60-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, AND THE POINT OF BEGINNING; THENCE, CONTINUING ON SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 72 DEGREES, 53 MINUTES, 43 SECONDS EAST, 208.27 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 489, PAGE 10, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE, ON SAID WESTERLY LINE, SOUTH 17 DEGREES, 02 MINUTES, 30 SECONDS WEST, 126.91 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PINE GROVE ROAD (FORMERLY OLD FERNANDINA-YULEE ROAD), A 40-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE, ON SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 67 DEGREES, 45 MINUTES, 43 SECONDS WEST, 240.97 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED DUVAL ROAD; THENCE, ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, NORTH 33 DEGREES, 47 MINUTES, 53 SECONDS EAST, 109.98 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 200 AND THE POINT OF BEGINNING. SAID PARCEL BEING ACRES, MORE OR LESS, IN AREA.

I HEREBY CERTIFY THE LANDS SURVEYED, SHOWN AND DESCRIBED HEREON AS BEING ONE AND THE SAME WITH THOSE LANDS DESCRIBED AS PARCEL 111 IN OFFICIAL RECORDS BOOK 216, PAGE 22, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

CERTIFIED TO:
BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY

AND/OR A1A
(VARIES)
208.27'

FOUND
5/8" IRON ROD
0.3'

MAP SHOWING BOUNDARY SURVEY OF

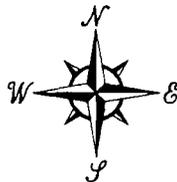
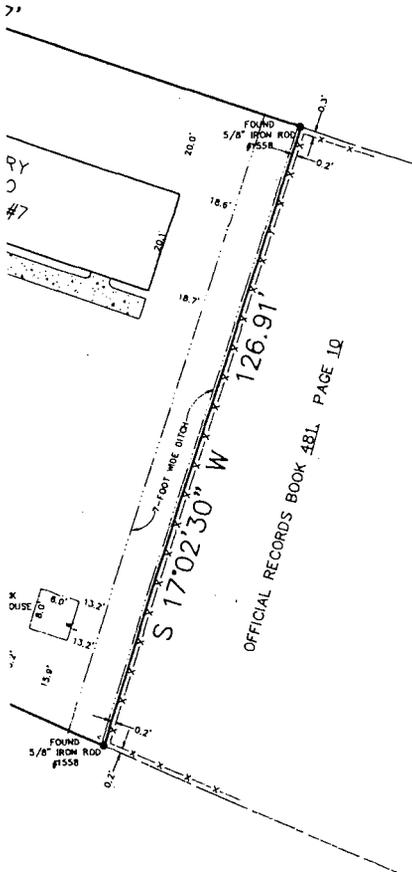
A PARCEL OF LAND LYING IN AND BEING PART OF SECTION 40, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF SAID SECTION 40; THENCE, ON THE NORTHWESTERLY LINE THEREOF, SAID LINE ALSO BEING THE CENTERLINE OF SURVEY OF STATE ROAD NO. 107, A RIGHT-OF-WAY OF VARIED WIDTH AS NOW ESTABLISHED, NORTH 41 DEGREES, 10 MINUTES, 28 SECONDS EAST, 1879.81 FEET TO THE INTERSECTION OF SAID LINE WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200 AND/OR A-1-A, A RIGHT-OF-WAY OF VARIED WIDTH AS NOW ESTABLISHED; THENCE, ON SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 72 DEGREES, 53 MINUTES, 43 SECONDS EAST, 82.24 FEET TO AN ANGLE POINT; THENCE, CONTINUING ON SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 76 DEGREES, 42 MINUTES, 34 SECONDS EAST, 150.33 FEET TO AN ANGLE POINT; THENCE CONTINUING ON SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 72 DEGREES, 53 MINUTES, 43 SECONDS EAST, 172.57 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF DUVAL ROAD, A 60-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, AND THE POINT OF BEGINNING; THENCE, CONTINUING ON SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 72 DEGREES, 53 MINUTES, 43 SECONDS EAST, 208.27 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 489, PAGE 10, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE, ON SAID WESTERLY LINE, SOUTH 17 DEGREES, 02 MINUTES, 30 SECONDS WEST, 126.91 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PINE GROVE ROAD (FORMERLY OLD FERNANDINA-YULEE ROAD), A 40-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE, ON SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 67 DEGREES, 45 MINUTES, 43 SECONDS WEST, 240.97 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED DUVAL ROAD; THENCE, ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, NORTH 33 DEGREES, 47 MINUTES, 53 SECONDS EAST, 109.88 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 200 AND THE POINT OF BEGINNING. SAID PARCEL BEING ACRES, MORE OR LESS, IN AREA.

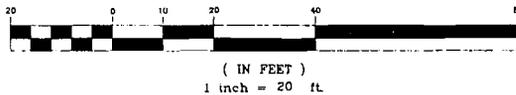
I HEREBY CERTIFY THE LANDS SURVEYED, SHOWN AND DESCRIBED HEREON AS BEING ONE AND THE SAME WITH THOSE LANDS DESCRIBED AS PARCEL 111 IN OFFICIAL RECORDS BOOK 215, PAGE 22, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

CERTIFIED TO:
BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY

ID/OR A1A
IES)



GRAPHIC SCALE



GENERAL NOTES:

- (1) BEARINGS SHOWN HEREON ARE BASED ON N 40°10'28" E FOR THE WESTERLY LINE OF SECTION 40
- (2) THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, OR RESTRICTIONS
- (3) UNDERGROUND UTILITIES SERVING THIS PROPERTY HAVE NOT BEEN LOCATED OR SHOWN
- (4) THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE X AS PER F.E.M.A. FLOOD INSURANCE RATE MAP, PANEL 120170 0360 C, DATED 5/4/88

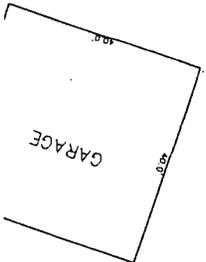
PGMS Corporation
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
312 SOUTH 8th STREET, FERNANDINA BEACH, FLORIDA, 32034 OFFICE: 804-261-5393, FAX: 804-277-4450

I HEREBY CERTIFY THE INFORMATION SHOWN HEREON AS MEETING THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING, STATE OF FLORIDA, CHAPTER 21HH-FLORIDA ADMINISTRATIVE CODE AND/OR APPLICABLE STATUTES AND REGULATIONS AS SET FORTH BY THE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS OF THE STATE OF GEORGIA.

BY: *David W. ...* FLORIDA CERTIFICATE No. 3129 GEORGIA CERTIFICATE No. 2272

SCALE: 1"=20'
DATE: 11/12/93
DRN BY: SWH
CKD BY: CSC
JOB NO. 93350
F.B. NO. 182

PINE GROVE
 (FORMERLY OLD FERNANDINA - YULEE ROAD)
 (A 40 FOOT RIGHT-OF-WAY)
 N 67.45'43" W 240.97'

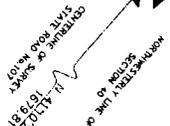


DUVAL ROAD
 (A 60 FOOT RIGHT-OF-WAY)
 N 33.47'53" E 109.98'

STATE ROAD
 (RIGHT-OF-WAY)
 S 72.53'43" E

POINT OF BEGINNING

POINT OF COMMENCEMENT
 MOST WESTLY CORNER OF SECTION 40



NTS - NOT TO SCALE