

PURCHASE AND SALE AGREEMENT
(Florida Property)

July 14, 1994

Receipt is hereby acknowledged by RAYLAND COMPANY, INC. (the "SELLER") of the sum of \$1,700.00, ("deposit") from Nassau County Board of County Commissioners, (the "BUYER"), as a deposit and as a part of the purchase price on account of the BUYER's offer to purchase from the SELLER the real property of approximately 10 acres in Nassau County, Florida, and, if applicable, personal property shown in Exhibit A attached hereto and incorporated herein (the "land").

W I T N E S S E T H

The SELLER hereby agrees to sell, and the BUYER hereby agrees to buy, the land on the following terms and conditions:

1. **PURCHASE PRICE:** (to be adjusted ratably at the rate of \$3,333.33 per acre by certified survey) **\$33,333.33**

PAYMENT

- (a) Deposit(s) **\$1,700.00**
- (b) Balance to close, (U.S. cash, certified or cashier's check) **\$31,633.33**
subject to adjustments and prorations

2. **DEED.** It is understood that the land will be conveyed by SPECIAL WARRANTY DEED limiting the SELLER's warranties to claims arising by, through or under the SELLER and subject to current taxes, the reservations referred to in paragraph 17, any existing cemeteries, easements, servitudes, covenants, restrictions, zoning ordinances, rights-of-way, outstanding mineral interests, riparian rights, title to lands lying below the mean high water line of any bodies of water. No warranty as to exact acreage will be made.

3. **SELLER'S COSTS.** The SELLER shall pay for the SELLER's attorney's fees, and the preparation of the deed.

4. **BUYER'S COSTS.** The BUYER will pay all other closing costs, including any sales tax imposed on the transfer of personal property, and all recording or filing fees, title examination fees, title insurance premium, documentary stamp tax on the deed, and the survey referred to in paragraph 8.

5. **TAXES; RENTS.** Ad valorem taxes for the year of closing shall be prorated as of the closing date based on the amount of the latest taxes assessed against the land, less the maximum discount for early payment. Any rents from leases affecting the land shall be prorated as of the date of closing.

6. **TITLE EXAMINATION AND CLOSING.**

(a) The SELLER shall convey to BUYER a good and marketable fee simple title by SPECIAL WARRANTY DEED, subject to the matters previously herein stated. The BUYER shall have 30 DAYS from the date of this Purchase and Sale Agreement within which to examine the title. The parties agree that if the title is such as would permit Chicago Title Insurance Company, (or comparable title insurance company mutually agreeable to both parties) to insure the title consistent with its underwriting standards, on standard forms, for its usual fee, and subject to exceptions for the items set forth in this

Purchase and Sale Agreement, then said title shall be conclusively presumed to be good and marketable as to all matters covered by said policy and not excepted from it. The title search, and the title policy (if acquired), shall be at: BUYER's expense.

(b) If the title examination shows that the SELLER is vested with good and marketable title to the land, subject to the reservations and exceptions and criteria noted in sub-section (a), above, the transaction shall be closed and the SELLER and BUYER shall perform the agreements made herein on or before the closing date of August 19, 1994.

(c) If the title examination reveals any defects which render the title unmarketable, the BUYER shall give to the SELLER written notice of such defects within no more than 35 days after the date of this Purchase and Sale Agreement. The SELLER shall have the right to cure such defects, but shall not be required to do so. If the defects are cured, this transaction shall be closed within the time allowed for closing hereunder.

(d) If the SELLER is unable to convey to the BUYER marketable title to the land, the BUYER shall have the right to demand and receive from the SELLER all sums deposited hereunder, at the same time abandoning any legal or equitable rights in the land to the SELLER and returning to the SELLER any title evidence, surveys or other similar documents received from the SELLER and the BUYER's copy of this agreement, whereupon all rights and liabilities of the parties hereunder shall cease and determine; or the BUYER shall have the right to accept such title as the SELLER may be able to convey, and to close this transaction upon the other terms as stated herein.

(e) The closing of the purchase and sale of the land shall be held at such location as the SELLER may specify to the BUYER upon reasonable notice. The closing may be conducted by or through SELLER's counsel, or, with prior written approval, BUYER's title insurance company or other reputable escrow agent, at the election of the SELLER.

7. **DEFAULT BY BUYER.** If the BUYER fails to complete the purchase of the land within the time specified above, then all rights of the BUYER hereunder shall automatically cease and all moneys deposited with the SELLER hereunder shall become the property of the SELLER, the sum being agreed to be reasonable liquidated damages. Thereupon, the BUYER shall forthwith return to the SELLER any title evidence, surveys, or similar documents received from the SELLER and the BUYER'S copy of this agreement.

8. **SURVEY.** The BUYER shall cause a boundary survey of the land to be made by a registered Florida surveyor and delivered to the SELLER at least 10 (TEN) days prior to closing. The legal description of the land shall be based on such survey. Minor encroachments or similar defects not materially diminishing the value of the land shall not be deemed to render title to the land unmarketable but, at the election of the BUYER, the portion of land thereby affected shall be deleted from the conveyance and the purchase price shall be reduced ratably according to the acreage affected by such minor encroachment or defect. **The survey shall conform to SELLER's standard survey specifications.**

9. **RECORDING.** Both parties agree that this agreement shall not be recorded.

10. **DOCUMENTATION.** The Seller's counsel shall have the right to receive such certified articles and bylaws, trust documents, or partnership documents, good standing certificates, tax certificates, incumbency certificates, certified resolutions, counsel's opinions, or other evidence as it may reasonably require to ensure the validity and enforceability of this agreement, and any other instruments or documents delivered in connection therewith.

11. **POSSESSION**. The BUYER shall have the right to enter upon and take possession of the land from the date of closing.

12. **RISK OF LOSS**. The SELLER shall bear the risk of material loss of or damage to the land, crops, timber or improvements on the land until closing. In the event of any such material damage or loss, the purchase price shall be reduced by the diminution in fair market value of the land.

13. **REPRESENTATIONS AND WARRANTIES OF THE SELLER**. The SELLER hereby represents and warrants to the BUYER that:

(a) It is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business and in good standing in Florida;

(b) It has the corporate authority and power, without the necessity of consent by any person to enter into and carry out the terms of this agreement;

(c) The officers who have or will have executed and/or delivered this agreement, the deed, any assignments and any and all other instruments, affidavits, certified resolutions and any other documents shall have been duly authorized to do so;

(d) It is not a party to any actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, affecting any portion of the land or relating to or arising out of the ownership of the land, in any court or before or by any federal, state, or local agency or other governmental instrumentality; there are no such actions, suits or proceedings pending;

(e) All bills for labor, services materials, and utilities, and all trade accounts, which could in any way adversely affect title to the land, are current;

(f) No work has been done upon, or materials delivered to, the land prior to the date hereof which are not fully paid for, nor does any person, firm or corporation now have, nor shall it have after notice or passage of time, or otherwise, any lien or rights with respect to the land or any part or parcel thereof as the result of services performed on, or materials delivered to, the land;

(g) No person, firm or other legal entity whatsoever, other than the SELLER, has any contract right or option whatsoever to acquire the land or any portion or portions thereof or any interest or interests therein;

(h) The execution and delivery of this agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by the SELLER of any provisions of any agreement or other instrument to which it is a party or to which it may be subject although not a party, or result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against the SELLER; and

(i) It has not engaged any broker or agent in connection with the sale of the land other than the following designated broker(s), engaged by standard Rayland Company, Inc. Sales Commission Agreement(s), as noted:

BROKER(S)

N/A

AGREEMENT DATED

N/A

14. REPRESENTATIONS AND WARRANTIES OF THE BUYER. The BUYER hereby represents and warrants to the SELLER that:

(a) If the BUYER is a corporation, (i) it is duly organized and validly existing under the laws of the State of Florida and is qualified to do business and in good standing under the laws of the State of Florida; (ii) it has the authority and power, without the necessity of consent by any person, to enter into and carry out the terms of this agreement; and (iii) the persons who have or will have executed and/or delivered this agreement, and any and all other instruments, affidavits, certified resolutions and other documents required or permitted hereunder shall have been duly authorized and empowered to do so;

(b) The execution and delivery of this agreement and the transactions contemplated herein have been duly authorized;

(c) The execution and delivery of this agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by the BUYER of (i) its articles or incorporation or bylaws; if the BUYER is a corporation, (ii) any provision of any agreement or other instrument to which it is a party or to which it may be subject although not a party, or (iii) any judgment, order, writ, injunction or decree issued against the BUYER; and

(d) It has not engaged any broker or agent in connection with the purchase of the land except as herein disclosed and will protect and hold harmless SELLER from any claims, losses, damages, suits or proceedings, including attorneys fees, for commissions, fees or comparable brokerage arrangements arising by or under BUYER, from any person or entity whatsoever, other than the following designated procuring and affiliated Broker(s): none

15. CONDITIONS TO THE SELLER'S OBLIGATIONS. The obligations of the SELLER hereunder are subject to satisfaction of the following conditions as of the date of closing:

(a) The representations and warranties of the BUYER contained herein shall be true and correct in all material respects and the SELLER shall have received an officer's general partner's certificate to such effect if the BUYER is a corporation or a partnership;

(b) The BUYER shall not be in material default of any of its obligations under this agreement; and

(c) The SELLER's counsel shall have received all documentation referred to in paragraph 10 in form and substance satisfactory to SELLER's counsel.

16. CONDITIONS TO OBLIGATIONS OF THE BUYER. The obligations of the BUYER hereunder are subject to satisfaction of the following conditions as of the date of closing:

(a) The representations and warranties of the SELLER contained herein shall be true and correct in all material respects and the BUYER shall have received an officer's certificate to such effect, if timely requested;

(b) The SELLER shall not be in default of any of its obligations under this agreement; and

(c) The BUYER shall have received a title commitment showing marketable title to the land subject to the matters referred to in paragraph 6(a), and the exceptions, reservations and covenants as would arise in the Special Warranty Deed by reason of this Agreement.

17. **TIMBER RESERVATION.** The conveyance contemplated by this Purchase and Sale Agreement, and the Limited Warranty Deed to be delivered hereunder, is and shall be subject to any and all reservations of record of the timber, and the rights therein and thereto, in favor of SELLER's predecessor(s) in title, and, to any extent by which pre-existing rights in and to the timber may not exist of record, the SELLER expressly reserves, for itself and it assigns, any such rights. The owner of the timber on the land may harvest and remove, at its discretion, all trees on the land pursuant to the terms of its standard form of agreement, for execution by BUYER at closing. Such Agreement shall call for the site to be clear cut, except for the retention of 20 of the largest fully-crowned merchantable trees per acre where available. All reserved timber is to be removed within 180 days after closing. Ownership of timber remaining on the property after that time will revert to BUYER.

18. **ENVIRONMENTAL ACCOUNTABILITY.** (a) This transaction is a commercial transaction by which a tract of land previously used as commercial forest has been valued by and through negotiations, and is sold and purchased by and between commercial enterprises. SELLER represents that the land was purchased by it in 1985, and used by it as forest lands. To SELLER's best information and belief, the land was likewise used by its predecessor in title. The records of SELLER do not reflect use at the land of any regulated industrial chemical compounds or constituents, other than gasoline, diesel fuel, oil and grease, solvents and/or detergents as might be used ancillary to operation of motor vehicles upon or across the land in connection with commercial forestry use. SELLER has no knowledge of any past or present use by consent or by trespass of the land for disposal of hazardous, toxic, carcinogenic or mutagenic chemicals. SELLER has no knowledge of any claim or notice of violation of any Federal, State or local law, regulation or ordinance governing the use, handling, storage or disposition at or upon the land of any chemical having contaminant characteristics.

(b) The BUYER has the opportunity to examine the land from the inception of negotiations through closing. If the BUYER undertakes a site investigation or inquiry to determine the presence in or under the land of chemical contamination, the BUYER shall provide written notice thereof to the SELLER not later than July 29, 1994. It is the BUYER's responsibility to have the site investigation completed prior to closing, and closing shall not be deferred by reason of the site investigation being delayed or incomplete; if the site investigation is delayed or incomplete, BUYER shall be deemed to have elected to proceed to closing as if it had waived the site investigation. If the BUYER's site investigation reveals chemical contamination which would mandate remediation under US/EPA, or Florida/DER or Water Management District, laws or regulations, the BUYER as its exclusive remedy shall provide immediate notice thereof to the SELLER, and upon tender and assignment of BUYER's site investigation report, including an assignment of the contract by which the report was undertaken, and all engineering, testing and support data, the BUYER shall have the right to unilaterally cancel this Purchase and Sale Agreement and demand and receive from the SELLER the sums remaining deposited hereunder, at the same time abandoning any legal or equitable rights in the land to the SELLER and returning to the SELLER any title evidence, surveys or other similar documents received from the SELLER and the BUYER's copy of this Agreement, whereupon all rights and liabilities of the parties hereunder shall cease. If on the other hand the BUYER does not undertake a site investigation, or if a site investigation is undertaken and the report reveals (a) no contamination, or (b) only trace constituents of chemicals (whether consistent or inconsistent with SELLER's disclosure) and not mandating remediation, then this Purchase and Sale Agreement shall proceed to closing, and at closing the land shall be conveyed from SELLER to BUYER, and as between the BUYER and SELLER, for themselves, and their respective successors and assigns, the conveyance by deed shall create the presumption that any contamination of soils, groundwaters, or air as may thereafter be found to exist shall be the result of BUYER's use and occupation of the land, or that of the successors of BUYER whether by title, use or occupation, for which the

SELLER shall thereafter be held harmless and blameless by BUYER, its successors and assigns, in any proceeding.

(c) Following closing, BUYER hereby agrees to indemnify, defend and hold SELLER and SELLER's directors, officers, shareholders, employees, affiliates, assigns and successors harmless from any claims (including without limitation third party claims including any governmental body or agency for personal injury or real or personal property damage) judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), interest or losses including attorneys' fees (including any fees and expenses incurred in enforcing this indemnity), consultant fees and expert fees that arise directly or indirectly from or in connection with the operation of the Property or the condition of the Property, including but not limited to the presence, suspected presence, release or suspected release of any hazardous substance of any kind, whether into the air, soil, surface water, groundwater, pavement, structures, tanks, containers, or other personalty at or on the Property or any other real property in which BUYER has or may acquire any interest. The indemnities described herein specifically include but are not limited to claims or causes of action arising under the Federal Resource Conservation and Recovery Act (RCRA, 42 U.S. C. 6901 et seq. together with all amendments, and re-enactments, thereto) or under the Federal Comprehensive Environmental Response Compensation Liability Act (CERCLA/Superfund/SARA, 42 U.S. C. 9601 et seq., together with all amendments, and re-enactments, thereto) as well as any other Federal, state or local environmental statute or regulation, whether in effect upon the date of closing or subsequent hereto, as would embrace the matters and limitations of Section 17 or this Agreement.

19. **GOVERNING LAW.** This agreement, and any ancillary agreements shall be governed by and enforced in accordance with the laws of the State of Florida.

20. **ENTIRE AGREEMENT.** This agreement sets forth the entire agreement between the SELLER and the BUYER with respect to the purchase and sale of the land and the terms of this agreement may be amended only by a writing signed by both the SELLER and the BUYER.

21. **COUNTERPARTS.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

22. **BROKER'S FEES.** The SELLER and BUYER each agrees to indemnify and defend the other against any claims, losses, damages, suits, or proceedings, including costs and attorneys' fees (whether or not suit be brought and whether at trial or appeal) on account of any broker's fee or commission owing or alleged to be owing in connection with the purchase and sale of the land.

23. **NOTICES.** Notices required or permitted by this agreement shall be given to the BUYER at Nassau County Board of County Commissioners, P. O. Box 1010, Fernandina Beach, FL 32034-1010 and to the SELLER at Rayland Company, Inc., 501 Centre St., P. O. Box 1188, Fernandina Beach, FL 32034. Notices sent by first class, certified mail, properly stamped and addressed, shall be deemed to have been received upon deposit in the United States mail.

24. **TIME OF ESSENCE.** Time shall be of the essence of this agreement.

25. **NO ASSIGNMENT.** The rights of the BUYER hereunder may not be assigned by the BUYER without the express written consent of the SELLER. Any assignment of such rights

by the BUYER shall not affect the rights of the SELLER hereunder or the obligations of the BUYER to the SELLER hereunder.

26. **BINDING EFFECT.** This agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the SELLER and the BUYER, when executed by both the SELLER and the BUYER. The term "BUYER" shall include any assignee of the BUYER.

27. **WAIVER.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof; provided, however, that any party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms and provisions of this agreement.

28. **JOINT AND SEVERAL OBLIGATIONS.** If there is more than one BUYER, the agreements, obligations and representations herein shall be jointly and severally binding on each BUYER.

29. **EXHIBITS AND INCORPORATED PROVISIONS.** This Purchase and Sale Agreement includes and incorporates the following additional documents, which are incorporated herein by this reference:

EXHIBIT A (property description)

ADDENDUM A (supplemental provisions)

30. **SURVIVING PROVISIONS.** The provisions of Sections 13, 14, 17, 18, 29, 30, and other obligations of the parties not actually carried out by the time of closing and noted on the closing statement or other agreement executed by the parties at closing, shall survive the closing and not be merged into the deed of conveyance. All other provisions of this Agreement shall be merged into the delivery of the deeds of conveyance and shall not survive closing.

31. **ACCEPTANCE.** Should this contract not be accepted, signed and returned to SELLER on or before 5:00 p.m. ET on the 22 day of July, 1994 said contract shall be deemed null and void.

THIS DOCUMENT CONSTITUTES AND PRESENTS FOR BUYER'S REVIEW THE USUAL TERMS UNDER WHICH SELLER, RAYLAND COMPANY, INC., WILL CONSIDER OFFERS FROM BUYER FOR REAL ESTATE PURCHASE REQUESTS, AND DOES NOT CONSTITUTE AN OFFER BY SELLER TO SELL THE LAND IDENTIFIED HEREIN ON THE STATED TERMS, OR UPON ANY TERMS. THIS DOCUMENT WILL BE TREATED AS AN AGREEMENT OF PURCHASE AND SALE ONLY WHEN SIGNED BY A VICE-PRESIDENT OR PRESIDENT OF SELLER, OR BY AN AUTHORIZED AGENT WITH EXPLICIT APPROVAL OF THE BOARD OF DIRECTORS OF SELLER.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

Witnesses:

[Handwritten signatures of witnesses]
AS TO BUYER

[Handwritten signatures]
AS TO SELLER

psnabdc

Approved as to form by the
Nassau County Attorney

[Handwritten signature of Nassau County Attorney]

Nassau Co. Board of County Commissioners
BY: *[Handwritten signature]*
JOHN A. CRAWFORD
its ~~President~~ Chairman (BUYER)

RAYLAND COMPANY, INC.
BY: *[Handwritten signature]*
WILLIAM T. WATSON, JR.
its Manager (SELLER)

ADDENDUM A

- 29 (a) BUYER and SELLER stipulate and agree that any "Conceptual Development Plan," shown on the attached sketch or other drawings, as to any lands remaining to SELLER following the consummation of this transaction, is a possible scenario for land use and does not, and shall not, constitute any commitment, covenant, representation or warranty, explicit or implicit, by SELLER, its parent or affiliated company or companies or their agents, to develop the remainder of the lands in the Conceptual Development Plan consistent with the uses, sizes or boundaries as shown on such plan.
- (b) The property will be deed restricted to recreational and park uses only. Buildings associated with recreational areas and parks, such as club houses, concession stands and maintenance sheds, will be allowed.
- (c) The BUYER will agree to provide paved access to the northeast corner of the park site where it intersects with SELLER'S property no later than two (2) years from the closing date on this land.
- (d) SELLER will agree to provide the BUYER with an additional 3.0 acres adjacent to the proposed park site at no charge. In exchange, BUYER will amend the Nassau Center PUD/MEC ordinance to delete the requirement that SELLER set aside 3.0 acres for a fire station site.

INITIALS:

FOR SELLER:

FOR BUYER:

William J. Watson Jr.
[Signature]

SURVEYING SPECIFICATIONS

At a minimum, the survey of the property will comply with the following specifications:

- a. Linear Error of Closure Not less than 1/5000 previous to balancing the survey, or state requirements for this type if more stringent.
- b. Coordination: Wherever possible, survey to be coordinated using the U.S.C.&G.S. system for the area. Additionally, all corners shall be identified by their Universal Transverse Mercator (UTM) coordinates.
- c. Plats: Rayland shall receive original inked tracing and will provide the surveyor with a tracing reproduction. One of two sheet sizes will be used - 24"x36" or 30"x42" - 1-1/2" binding edge on either top or left side of sheet, the remaining sides having a 1/2" margin. Show: signature; surveyor's certificate (signature, seal, statement of accuracy, and guarantee of location in accordance with a particular description furnished); date of survey; county, section, township and range; land lot number; land district, school district; scale; north arrow; unadjusted error of closure; legend of monumentation symbols; record monuments called for, including abutting streets and easements; found physical monuments that locate the record monuments and a complete description of these monuments; proof of correctness of the found monuments; notation of monuments called for but not found; all monuments set and their descriptions (including a description of monuments replaced); bearing base; source of coordinates; adjoining land owners; easements located in accordance with descriptions furnished; encroachments and possession on the title lines; pertinent topography and fences; acreage of total tract; acreage of any closed figure within total tract; acreage in any wholly included exception, acreage in each county where applicable; acreage in all excluded roads; county, state and federal road numbers; expression of measurements on all lines, direction, distance, coordinates, and curve data (central angle, radius, length, chord, tangent, etc.); all base lines from which offsets to irregular boundaries are run, no such base lines to be run on joining property; corner coordinates will be either shown in tabular form or in sufficient numbers that another surveyor could compute the intervening ones without much difficulty; community distance (miles) and direction ties on roads, county map accuracy is sufficient.
- d. Plat shall show the point of beginning of the legal description.

Plat shall show notation as to the method of blazing. The following is suggested:

"All trees within arm's length of the true line have been marked with a blaze and three hacks facing the line. Corners are witnessed with an "X" and three hacks facing the corner."

e. Calculations: Acreage in all public roads, dedicated or otherwise are to be deducted from plat acreage.

f. Monumentation: 4"x4"x4' concrete monuments will be utilized for corners. Corners will be placed at each change of line direction (except branch and swamp centerlines). Corners will be placed on each right-of-way line when a boundary crosses an excluded road.

If any turning points or other points on the final line are marked with visible materials of a permanent nature, such as pipes or re-enforcing rods, they must be shown on the final plat. No such permanent objects are to be left in place on trial lines.

Each corner will be witnessed by at least three trees; the species, bearing, and distance from the corner to these trees will be shown in the field notes.

All monument placement and blazing is to be done by the survey crew, follow-up painting will be accomplished by Rayland.

g. Blazing: No blazing of any kind is to be accomplished on any line other than the one that is final. All trees that can be touched while a person is standing on the final line shall be blazed. A blaze with three hacks below it is standard. A chip of wood is to be removed when making each blaze and hack, the bottom of each should have an upward slant so that no water holding, rot including, pocket is formed, this is especially important in hardwoods. Hacks need not be large but should remove a chip of wood; they should be spaced far enough apart on the trunk that there is little chance of slabbing off the area between the blazes - 8" ± is suggested.

Reblazing of valid old evidence is necessary. This has to be accomplished without destroying the old marks. Standard blazing above, below or intermingled with the old are all permissible depending on the location and condition of the old evidence.

Trees on line are to be marked the same way as the others, except that the marks will indicate where the line enters the tree. Corner witnesses, one in each quadrant if possible, will face the corner, a standard "X" and three hacks will be used.

h. Arbitration: Where possible, disputed lines should be settled at the time of survey. Where such settlements are in conflict with the record, every attempt is to be made to have the adjainer attest to the agreed line by signing the plat. A place for such signature plus witnesses is to be provided, as well as a proper pen to produce a blueprint machine reproducible signature. Such arbitration is to be accomplished by the surveyor but the result must be agreeable to Rayland before it is platted.

i. Legal Description: A legal description is to be furnished along with the notes; this description is not to appear on the plat because it may conflict with the one finally used by the lawyer. It is impossible to standardize stylistic methods of writing legal descriptions, but we can make a few generalizations:

1) They should be as simple as possible. The ideal written legal description should enable a person experienced in land transactions to locate the property on the ground without a survey.

2) As much as possible without perpetuating any ambiguity, the words should have the same meaning as descriptions used by our predecessors in title. This is the only way that continuity of title can be determined adequately.

3) Detailed plats of surveys, where they exist, should be recorded, referred to and made a part of the description. In Georgia, plats are recorded separately. In Florida, they must be reducible to 8-1/2x14 inch size for recording as part of the deed. Remember that plats are merely graphic and mathematical representations of the tract. They show the surveyor's interpretation of the written description and how he handled the many on the ground technicalities that are involved in the art and science of land surveying.

j. Surveyor's Report: A signed, written report detailing any abnormalities such as line or corner disputes, adverse possession, conflicting title, etc. is to be submitted along with the final plat. Copies of conflicting deeds, plats or other pertinent information should be attached to the report. Corner and line placements which are based on the surveyor's judgment or common practice rather than on the ground evidence are to be fully explained.

A report, even if it is negative, is required.