

T H E  
TRUST  
F O R  
PUBLIC  
LAND



Conserving Land  
for People

April 1, 1999

**VIA OVERNIGHT DELIVERY**

Michael S. Mullin  
County Attorney  
Nassau County  
26 South Fifth Street  
Fernandina Beach, Florida 32034

RE: Lease – Purchase Agreement

Dear Mr. Mullin:

Enclosed please find an original, fully executed Lease – Purchase Agreement between TPL, the Board of County Commissioners of Nassau County and the City of Fernandina Beach.

Should you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,

Cheryl Vickers  
Sr. Legal Assistant  
Southeast Region

CB/dgr

Enclosure

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Southeast Region  
306 N. Monroe Street  
Tallahassee, FL 32301-7622

(850) 222-7911  
Fax (850) 222-3133



## LEASE - PURCHASE AGREEMENT

This Lease - Purchase Agreement (the "Agreement") is entered into between The Trust For Public Land, a California charitable corporation qualified to transact business in Florida, (hereinafter referred to as "Lessor" or "Seller"), and the Board of County Commissioners of Nassau County, Florida, ("County") and the City of Fernandina Beach, a municipal corporation ("City"), (hereinafter jointly referred to as the "Lessee," or "Buyer").

WHEREAS, the Lessee has identified that certain property in Nassau County, more particularly described in Exhibit "A" attached hereto and by reference incorporated herein, (hereafter, the "Property" or the "Leased Premises") as property the Lessee desires to obtain for public parks, open space, and conservation uses to meet the existing needs for parks, open space and conservation in Nassau County, Florida;

WHEREAS, Lessor intends to purchase the fee simple title to the Property for the purpose of entering into a Lease - Purchase Agreement with the Lessees; and

WHEREAS, the Lessee and Lessor mutually desire to enter into a Lease - Purchase Agreement for the Property,

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Lessee and Lessor have entered into this Agreement on the terms and conditions as set forth below.

### PART I

1. LEASE TERM AND CANCELLATION RIGHT.

(a) Lessor hereby leases to Lessee the Property for Lessee's use as a public park, open space and conservation purposes (the "Permitted Uses") for a term of five (5) years commencing on March 1, 1999, and ending on February 28, 2004, (the "Lease Term").

(b) Lessor and Lessee hereby agree that Lessee is granted the right to cancel this Agreement at the end of each year of the Lease Term on the conditions set forth below if, but only if, the Lessee makes a formal determination that moneys from ad valorem taxes, fees, other taxes or assessments, or from other revenue sources are insufficient to pay the rent or purchase payments required hereunder and monies are not appropriated by Lessee for the continuation of the Lease and the payment of the rents required by this Agreement.

2. BASE RENT AND CREDIT FOR RENT

(a) Lessee agrees to pay to Lessor annual Base Rent in the following amounts:

(i) Year 1, Seventy-one Thousand and No/100 Dollars (\$71,000.00).

(ii) Years 2-5, One Hundred Eighty-nine Thousand Seven Hundred Sixteen and 59/100 Dollars (\$189,716.59) each year.

(b) Base Rent is payable in cash at Lessor's office by cashiers check, wire transfer or other good funds on the first day of each year of the Lease Term. Base Rent shall be paid to Lessor

by a single check for the total amount due issued either by County or City.

(c) Lessee agrees that it shall pay interest to Lessor at the rate of 7.25% per annum calculated on a daily basis for each day after the 10<sup>th</sup> day of the first month of each year of the Lease Term that Base Rent is unpaid. Notwithstanding the foregoing, Lessor shall not be required to accept any installment of Base Rent which is more than 30 days past due.

(d) Lessor and Lessee agree that should Lessee fail to pay any Base Rent installment for more than 30 days after becoming due, Lessor may declare the Lessee in default and terminate the Agreement and Lessee's occupancy pursuant to Ch. 83.01 F.S., et. seq.

(e) Credit for Rent:

(i) All Base Rent payments by Lessee to Lessor under this Agreement shall be credited against the Purchase Price set forth in Paragraph 32 below at the closing of the purchase by Lessee. In no event shall the payments of Base Rent exceed the Purchase Price plus interest stated herein less other credits set forth herein.

3. RIGHTS OF LESSOR UPON CANCELLATION OR TERMINATION:

(a) The parties agree that in that event that (i) Lessee elects to not close the purchase of the Property and pay the entire Purchase Price set forth in Paragraph 32, or (ii) Lessee cancels the Agreement in accord with Paragraph 1(b), or the Agreement is

terminated due to Lessee's default, Lessee shall have no rights in the Property whatsoever, and Lessor is free to retain or sell and convey Property as it elects.

(b) Lessee hereby agrees that if it elects to cancel this Agreement prior to the commencement of the second year of the Lease Term, or prior to exercising the option granted herein, it shall pay to Lessor three months Base Rent and may occupy the premises for three months to continue and wind up its uses. If Lessee elects at the end of the second year of the Lease Term to terminate the Lease as permitted without exercising its option to purchase, Lessee may, at its option:

(i) Pay 25% of Base Rent of Year Two of the Term and vacate the Leased Premises within 90 days; or

(ii) Vacate the Leased Premises at the close of Year Two of the Lease Term.

4. ADDITIONAL RENT:

(a) In addition to Base Rent, Lessee shall pay to Lessor on demand all sales and other taxes payable on the leasehold and upon the Property, and all interest which may accrue due to Lessee's late payment of Base Rent to Lessor as Additional Rent ("Additional Rent").

(b) The term Additional Rent shall include all payments due to Lessor under this Agreement.

5. QUIET ENJOYMENT:

Upon payment by Lessee of the Rents herein provided, and upon the observance and performance of all terms, provisions, covenants and conditions on Lessee's part to be observed and performed (subject to any applicable grace period), Lessee shall, subject to all of the terms, provisions, covenants and conditions of this Lease, peaceably and quietly hold and enjoy the Leased Premises for the Term hereby demised.

6. INSURANCE:

(a) The Parties acknowledge that on the effective date hereof there are no buildings or other improvements on the Leased Premises. In the event Lessee constructs any improvements on the leased Premises, Lessee shall insure at Lessee's expense all buildings, sewage treatment plants, equipment and other improvements on the property ("Improvements") by securing a standard all-perils or all-hazards insurance policy from an insurer reasonably acceptable to Lessor, which policy shall name Lessor as an insured party, as its interests may appear, in an amount equal to the replacement value of the insured Improvements. The policy shall contain a standard "New York" clause permitting but not requiring Lessor to pay premiums if Lessee fails to do so. All premiums paid by Lessor are deemed Additional Rent and are payable by Lessee upon demand.

(b) Lessee shall provide Lessor with a copy of the policy insuring the Improvements, together with a paid receipt for

the premium for the first year of the Lease Term at the time of executing this Agreement, and 30 days prior to the commencement of each subsequent year of the Lease Term.

(c) Lessee shall obtain a general and premises liability insurance policy, or substitute security acceptable to Lessor, in the amount of \$1,000,000.00 insuring Lessee, and naming Lessor as an insured party, with an insurer reasonably acceptable to Lessor, or substitute security acceptable to Lessor. The policy shall contain a standard "New York" clause permitting but not requiring Lessor to pay any premiums not paid by the due date by Lessee. Any sums paid by Lessor under this section shall be deemed Additional Rent and shall be due and payable by Lessee on demand.

(d) Lessee shall provide to Lessor at the time this Agreement is executed and at the commencement of each subsequent year of the Lease Term, a copy of the liability policy referred to above, together with a paid receipt.

(e) The liability insurance policy shall contain a pollution and hazardous substances insuring clause which shall insure Lessee and Lessor against all losses incurred as a result of any pollution or hazardous substance event, escape, or deposit, including insuring against losses incurred as a result of the escape of pollutants or hazardous substances from the Property onto the property of others.

7. GOVERNMENTAL REQUIREMENTS:

(a) Lessee shall faithfully observe in the use of the Property all municipal and county ordinances and codes and state and federal statutes now in force or which may hereafter be in force.

(b) Lessee acknowledges that it has made all inspections of the Property as it deems necessary, and accepts the Property in "as is" condition. In the event that Lessee shall construct any Improvements on the Property, Lessee, at its expense, shall construct such Improvements and make all changes and additions to such Improvements as may be required to comply with all applicable laws, rules, and insurance regulations as modified or amended from time to time during the Lease Term. In the event Lessee defaults and fails to make such changes and additions to the Improvements so as to comply with applicable laws, rules, and insurance regulations, Lessor, at its option may, but shall not be required to, make the required changes and additions. All costs incurred by Lessor to provide such changes or additions are hereby deemed additional rent, and are due and payable by Lessee on demand.

(ii) Lessor has provided to Lessee copies of a Boundary Survey of the Property dated January 18, 1999, prepared by Olde Isle Surveying and Mapping Company of Fernandina Beach, Florida bearing Job #98009 and which is certified to Lessee. Lessee agrees



to take possession of the Property on the commencement date subject to all matters shown on the survey.

8. SERVICES:

(a) Lessor shall provide no services to Lessee or to the Property during the Term of this Agreement. Lessee agrees that it shall provide all necessary services to the Property, which Lessee's uses shall require, including electricity, potable water, sewage treatment and disposal, garbage removal, and security services as needed, at Lessee's sole expense, and Lessee agrees to provide all such services continuously during the Lease Term.

(b) In the event Lessee defaults in the provision of the above described services, Lessor, at its option, may, but is not required to provide any such services. All costs incurred by Lessor to provide such services are hereby deemed Additional Rent and are due and payable by Lessee upon demand.

9. REPAIR OF LEASED PREMISES/ALTERATION TO IMPROVEMENTS:

(a) Lessee shall, at Lessee's sole expense, maintain the Property and all Improvements on the Leased Premises in good repair and working condition during the Lease Term. During the Lease Term, Lessor shall have no obligation to maintain, repair or replace any components of any Improvements on the Property, but shall retain the right at its sole option, to make any such repairs or additions.

(b) Lessee will make no material alterations or additions in or to the Leased Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, delayed, or denied, and shall, among other considerations, be predicated upon Lessee's use of contractors who are acceptable to Lessor and who provide a full payment, completion and performance bond naming Lessor as an insured or beneficiary party. Lessor hereby consents to the alternations of a value less than \$10,000 which do not reduce the utility of the Property for residential, park, or agricultural purposes. Lessee shall provide to Lessors notice of such alterations and copies of as built plans on completion. All additions, fixtures, or new building, except only furniture and fixtures which shall be readily removable without injury to the Leased Premises, shall be and remain a part of the Leased Premises at the expiration or termination of this Lease. Lessee's obligation hereunder constitutes a recognition of the necessity to maintain a uniformity of materials and systems throughout the Property and to insure that the Property remains marketable for residential or park uses. Lessee may utilize its own employees for alterations and repairs.

(c) In the event that the Lessees fails and defaults in its obligations under this Paragraph 9, Lessor may, but shall have no obligation to make any repairs, replacements or alterations to the Property or Improvements which Lessor deems necessary to maintain the Property and Improvements in tenantable and marketable

condition, and all costs incurred by Lessor in making such repairs, replacements or alterations shall be deemed Additional Rent which Lessee shall pay to Lessor upon demand.

10. INDEMNIFICATION:

(a) Lessee further agrees that Lessee will pay all claims of contractors, subcontractors, mechanics, laborers, material men, and other items of like character. Lessee shall ensure that all contractors providing services, materials or labor shall post sufficient payment and performance bonds in accord with Chapter 255.05, Florida Statutes, and shall request that Lessor be named as a beneficiary thereof, as its interest may appear. Lessee shall not waive the requirement for contractors' bonds on any construction or repairs on the Leased Premises, or any improvements thereon.

(b) The Lessee herein shall not have any authority to create any liens for labor or material on the Lessor's interest in the Leased Premises and all persons contracting with the Lessee for the destruction or removal of any facilities or other improvements or for the erection, installation, alteration, or repair of any facilities or other improvements on or about the Leased Premises, and all material-suppliers, contractors, mechanics, and laborers are hereby charged with notice (which notice Lessee shall deliver in writing to each such party prior to the commencement of any service by said party) that they must look only to the Lessee and to the Lessee's interests in the Leased Premises to secure the

payment of any bill for work done or material furnished at the request or instruction of Lessee. The provisions of this paragraph may be set forth in any Memorandum of this Lease which is recorded with Lessor's consent pursuant to Paragraph 30 hereof.

11. ESTOPPEL STATEMENT: Lessee agrees that from time to time, upon not less than ten (10) days prior request by Lessor, Lessee will deliver to Lessor a statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that the Agreement as modified is in full force and effect and stating the modifications); (b) the dates to which the rent and other charges have been paid; (c) to the best of Lessee's knowledge, that Lessor is not in default under any provisions of this Agreement, or, if in default, the nature thereof in detail; (d) whether or not Lessee is in occupancy of the Leased Premises, and (e) such other information pertaining to this Agreement and Lessee as Lessor may reasonably request. Failure by Lessee to so reply within said ten (10) days shall be deemed confirmation by the Lessee that all parties are in good standing under the Lease.

12. ATTORNMENT: If the interests of Lessor under this Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Leased Premises, Lessee shall, at the election of such transferee, be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and

any extensions or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the Lessor under this Agreement, and Lessee does hereby agree upon written request to attorn to the Purchaser, including the mortgagee under any such mortgage if it be the Purchaser, as its Lessor, said attornment to be effective and self-operative without the execution of any further instruments, upon the Purchaser succeeding to the interest of the Lessor under this Lease. Notwithstanding the foregoing, however, Lessee hereby agrees to execute any instrument(s) which Lessor may deem desirable to evidence said attornment by Lessee. The respective rights and obligations of Lessee and the Purchaser upon such attornment, to the extent of the then remaining balance of the Lease Term of and any such extension and renewals, shall be and are the same as those set forth herein. In the event of such transfer of Lessor's interest, Lessor shall be released and relieved from all liability and responsibility to Lessee under this Lease or otherwise from and after said transfer, but no liabilities and responsibilities accrued prior thereto, and Lessor's successor by acceptance of rent from Lessee hereunder shall become liable and responsible to Lessee in respect to all obligations of the Lessor under this Agreement accruing from and after the date of such transfer.

13. ASSIGNMENT OR SUBLETTING:

(a) Except as set forth herein, without the written consent of Landlord first obtained in each case, Lessee shall not assign, transfer, mortgage, pledge, or otherwise encumber or dispose of this Lease or the Leased Premises or any part thereof; or permit the Leased Premises to be occupied by other persons other than for park purposes. Lessee agrees that this Agreement and the option to purchase contained herein may not be assigned to any entity or person other than any agency or government or any entity holding tax exemption pursuant to Section 501(c)(3) of the Internal Revenue Code. Lessor shall not have any obligation to consent to any assignment except as provided in this Paragraph 13. The Lessor may, after default by the Lessee, collect or accept Rent from the assignee, or occupant and apply the net amount collected or accepted to the Rent herein reserved, but no such collection or acceptance shall be deemed a waiver of this covenant or the acceptance of the assignee, or occupant as Lessee, nor shall it be construed as, or implied to be, a release of the Lessee from the further observance and performance by the Lessee of the terms, provisions, covenants and conditions herein contained, nor as an imposition upon Lessor of any of the obligations required of Lessee as assignor under said sublease. Lessee shall not be permitted to sublet the Property.

(b) any assignment, subletting, hypothecation, pledging or other disposition of Lessee's interest hereunder, in violation

of the terms hereof, shall be deemed null and void, and shall constitute an act of default hereunder.

14. SUCCESSORS AND ASSIGNS: All terms, provision, covenants and conditions to be observed and performed by Lessee shall be applicable to and binding upon Lessee's respective administrators, successors and assigns, subject, however, to the restrictions as to assignment or subletting by Lessee as provided herein. All express covenants of this Lease shall be deemed to be covenants running with the land.

15. HOLD HARMLESS OF LESSOR:

(a) In consideration of the Leased Premises being leased to Lessee for the above Rents and the grant of an option to purchase, Lessee agrees: that Lessee, at all times, will indemnify and hold harmless Lessor from all losses, damages, liabilities and expenses, which may arise or be claimed against Lessor and be in favor of Lessee, any persons, firms, corporations, governmental entities or any other entities, for any injuries or damages to the person or property of Lessee or any persons, firms, corporations or any other entities, consequent upon or arising from the use or occupancy of said Leased Premises by Lessee or consequent upon or arising from any acts, omissions, neglect or fault of Lessee, its agents, servants, employees, licensees, visitors, customers, patrons or invitees or consequent upon or arising from Lessee's failure to comply with any laws, statutes, ordinances, codes or regulations as herein provided; that Lessor shall not be liable to

Lessee for any damages, losses or injuries to the persons or property of Lessee, its invitees, licensees or patrons, which may be caused by the acts, neglect, omissions or faults of any persons, firms, corporations, or other entities, except when such injury, loss or damage results solely from the gross negligence or willful misconduct of Lessor, its agents or employees. All personal property on, placed or moved into or on the leased Premises shall be at the risk of Lessee or the owner thereof, and the Lessor shall not be liable to Lessee for any damage to said personal property.

(b) In case Lessor shall be made a party to any litigation commenced against, by or through Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorneys fees incurred or paid by Lessor in connection with such litigation and any appeal thereof.

(c) The indemnity to and hold harmless of Lessor set forth above shall extend to and include any loss incurred by Lessor as a result of the deposition, escape or discovery of any pollutant or hazardous substance without regard to the time at which the deposition, discovery or escape may occur, or whether such conditions existed prior to the effective date of this Agreement. The terms of this indemnity shall survive the closing of any sale of the property and the expiration of this Agreement.

16. ATTORNEYS' FEES AND ARBITRATION:

(a) If either party allegedly defaults in the performance of any of the terms, provisions, covenants and



conditions of this Agreement and by reason thereof the other party employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon such defaults, then the prevailing party shall be entitled to receive from the other reasonable attorneys' fees and all expenses and costs incurred by the Prevailing Party pertaining thereto (including costs and fees relating to any arbitration, litigation or appeal and any other costs of collection), and in enforcement of any remedy.

(b) The parties hereby agree to submit all disputes under this Agreement to arbitration by the American Arbitration Association, which shall be the exclusive forum for the resolution of all disputes hereunder, unless the parties mutually agree to an alternative method or forum for dispute resolution.

17. EMINENT DOMAIN: If during the term of this Agreement any material part of the Leased Premises is taken by condemnation or eminent domain, which taking materially interferes with the maintenance, operation or use of the Leased Premises as a public park or for residential or agricultural purposes, Lessor may elect to terminate this Agreement or to continue same in effect provided, that if said taking materially interferes with Lessee's use and enjoyment of the Leased Premises, Lessee may elect to terminate the Agreement. If neither Lessor nor Lessee elects to terminate the Agreement, and if said taking reduces the area of the Leased Premises as a public park the Base Rent shall be reduced in proportion to the area of the Leased Premises so taken. If any

part of the Leased premises is taken by condemnation or eminent domain which renders the Leased Premises unsuitable for its intended use for a public park or for residential purposes, or agricultural purposes, the Lessee may elect to terminate this Agreement. If any part of the Leased Premises is taken which does not render the Leased Premises unsuitable for its intended use, and the Lessor does not otherwise elect to terminate this Agreement, this Agreement shall continue in effect and the Base Rent shall be reduced in proportion to the area of the Leased Premises so taken and Lessor shall repair any damage to the remaining Leased Premises resulting from such taking as soon as is practicable. If all of the Leased Premises are taken by condemnation or eminent domain, this Agreement shall terminate on the date of taking. If this Agreement should be terminated under any provision of this paragraph, Rent (including all Additional Rent) shall be payable up to the date that possession is taken by the taking authority, and Lessor will refund to Lessee any prepaid unaccrued Rent pertaining to any subsequent period, less any sum or amount then owing by Lessee to Lessor. In addition, the option payment may be refunded in the same amount as if the Lessee terminated the Agreement as provided in Paragraph 34.

18. INSOLVENCY AND DEFAULT: All rights and remedies of Lessor herein enumerated shall be cumulative, and none shall exclude another or any other right or remedy provided by law.

(a) If, after the applicable grace period, the Lessee defaults in the payment of Rent or any other payment due hereunder, or in the prompt and full performance of any other provisions of this Agreement, which default remains uncured for a period of ten (10) days after written notice to Lessee from Lessor of the same (provided that if said non-performance cannot be cured within said ten (10) day period, Lessee shall have a reasonable period of time to cure said default as long as Lessee diligently and continuously pursues said cure), or if the leasehold interest of the Lessee or fixtures of Lessee are levied upon under execution or attached by process of law, and said levy or attachment is not removed within thirty (30) days, or if Lessee makes an assignment for the benefit of creditors, or if a receiver is appointed for any property of the Lessee, or if the Lessee abandons the Leased Premises, then and in any such event, the Lessor may, if the Lessor so elects, but not otherwise, and after ten (10) days written notice thereof to Lessee forthwith terminate this Agreement and/or the Lessee's right to possession hereunder.

(b) If the Lessee abandons the Leased Premises or otherwise entitles the Lessor so to elect, and the Lessor does elect to terminate the Lessee's right to possession only, without terminating the Agreement, the Lessor may, at the Lessor's option, enter into the Leased Premises, remove the Lessee's signs and other evidence of tenancy, and take and hold possession thereof without such entry and possession terminating the Agreement or releasing

the lessee in whole or in part from the Lessee's obligation to pay the Rent hereunder for the full Lease Term, and in any such case the Lessee shall pay forthwith to the lessor, a sum equal to the amount of the Base Rent reserved under this Lease for the residue of the stated Lease Term. Upon and after entry into possession of the Leased Premises without termination of the Agreement, the lessor may, but need not, relet the Leased Premises or any part thereof with or without any furniture that may be therein, as the agent of the Lessee, to any person, firm or corporation other than the Lessee for such Rent, for such time and upon such terms as the Lessor in the Lessor's sole discretion shall determine; and the Lessor shall not be required to accept any Lessee offered by the Lessee or to observe any instructions given by the Lessee about such reletting. In any case, the Lessor may make repairs, alterations and additions in or to the Leased Premises and redecorate the same to the extent deemed by the Lessor necessary or desirable, and the Lessee shall, upon demand, pay the cost thereof, together with the Lessor's expenses of the reletting. If the consideration collected by the Lessor upon any such reletting for the Lessee's account is not sufficient to pay monthly, the full amount of the Rent reserved in the Agreement, together with the costs of repairs, alterations, additions, redecorating and the Lessor's expenses, the Lessee shall pay to the Lessor the amount of each monthly deficiency upon demand; and if the consideration so collected from any such reletting is more than sufficient to pay

the full amount of the Rent reserved herein, together with the costs and expenses of the Lessor, the Lessor, at the end of the stated Term of the Agreement, shall account for the surplus to the Lessee. Lessor shall use reasonable efforts to mitigate damages occasioned by Lessee's default provided that to the extent substitute Lessees are available to relet the Leased Premises, Lessor shall not be required to accept the same unless said prospective substitute Lessee is a governmental agency or a corporation holding tax exempt status pursuant to Section 501(c)(3) of the I.R.C.

19. NON-WAIVER OF DEFAULT: Failure of Lessor to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Lessor shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law and/or in equity. No waiver by Lessor of a default by Lessee shall be implied, and no express waiver by Lessor shall affect any default other than the default specified in such waiver and that only for the time and extension therein stated.

No waiver of any term, provision, condition or covenant of this Agreement by Lessor shall be deemed to imply or constitute a further waiver by Lessor of any other term, provision, condition or covenant of this Agreement. In addition to any rights and remedies specifically granted Lessor herein, Lessor shall be entitled to all rights and remedies available at law and in equity

in the event that Lessee shall fail to perform any of the terms, provisions, covenants or conditions of this Agreement on Lessee's part to be performed or fails to pay Base Rent, Additional Rent or any other sums due Lessor hereunder when due. All rights and remedies specifically granted to Lessor herein, by law and in equity shall be cumulative and not mutually exclusive.

20. RIGHT OF ENTRY: Except when the Lessor perceives an emergency in which event the Lessor may enter the Leased Premises at its reasonable discretion, Lessor, or any of its agents, shall have the right, upon the giving of one (1) day's notice, to enter the Leased Premises during all reasonable hours to examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of the improvements, or to exhibit said Leased Premises at any time within one hundred eighty (180) days before the expiration of the Leased Term. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease.

21. MAINTENANCE OF PROPERTY VALUE: Lessee County and Lessee City, acknowledge that they are the governing bodies of Nassau County and have the legal authority to regulate land use, zoning, and planning in Nassau County. Lessee acknowledges that the Leased Premises is in Zoning Classification IW ("Industrial-Warehouse"), and that the Leased Premises are designated to be partly within the I ("Industrial") zone and partly in the Open Rural in Lessee's

Growth Management Plan, as of the effective date of this Agreement. Lessee acknowledges that Lessor is acquiring the Leased Premises solely for the purpose of conveying the Leased Premises to Lessor under this Agreement; that Lessee has requested and induced Lessor to acquire the Leased Premises and to enter into this Agreement. Lessee represents that at the date of execution of this Agreement, Lessee does not intend or contemplate any rezoning or reclassification of land use of the Leased Premises, or to initiate any study or review of the existing zoning and land use classifications; and that Lessor is acting in reliance upon the above representations of Lessee; and that Lessor will be financially damaged by any rezoning or land use reclassification which would reduce the fair market value of the Leased Premises. Lessee will use its best efforts to avoid any changes in the zoning or land use classification which would reduce the fair market value of the Leased Premises. Nothing in this Paragraph 21 shall be construed as contract zoning by the Lessee. The parties mutually acknowledge that the appraised fair market value of the Property is Seven Hundred Ten Thousand and No/100 Dollars (\$710,000.00). On the date of execution of this Agreement. Lessee shall obtain any temporary zoning or land use changes or exceptions which may be required to permit Lessee's intended uses of the Leased Premises during the Lease Term. Lessee shall not seek or make any such zoning or land use changes to accommodate the Lessee's uses during the term of the Lease without the prior written consent of Lessor.

The parties agree that Lessor may withhold such consent if Lessor determines that any such change extends beyond the end of the Lease Term or adversely effects the market value of the Leased Premises.

22. CONDITION OF PREMISES ON TERMINATION OF LEASE AND HOLDING OVER:

(a) In the event Lessee does not elect to purchase the Property, Lessee agrees to surrender to Lessor, at the end of the term of this Agreement or as provided in Paragraph 3(b) and/or upon any cancellation of this Agreement, said Leased Premises in as good condition as said Leased Premises were at the Commencement Date, ordinary wear and tear not caused by Lessee's negligence, an insured casualty, an uninsured casualty not caused by Lessee and alterations approved by Lessor, excepted. Lessee agrees that if Lessee does not surrender said Leased Premises to Lessor at the end of the Term of this Agreement or as provided in Paragraph 3(b) then Lessee will pay to Lessor, to the extent permitted by law, double the amount of the Base Rent paid by Lessee for the last month of the Lease Term for each month or portion thereof that Lessee holds over plus all damages that lessor may suffer on account of Lessee's failure to so surrender to Lessor possession of said Leased Premises, and will indemnify and save Lessor harmless from and against all claims made by any succeeding Lessee of said Leased Premises against Lessor on account of delay of Lessor in delivering possession of said Leased Premises to said succeeding Lessee so far



as such delay is occasioned by failure of Lessee to so surrender said Leased Premises in accordance herewith or otherwise.

(b) No receipt of money by Lessor from Lessee after termination of this Agreement or the service of any notice of commencement of any suit, arbitration, or final judgment for possession shall reinstate, continue or extend the term of this Agreement or affect any such notice, demand, suite or judgment for possession, or otherwise limit or affect any other remedies available to Lessor hereunder unless the same shall be a compulsory counterclaim.

(c) No act or thing done by Lessor or its agents during the Term of this Agreement shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept a surrender of the Leased Premises shall be valid unless it be made in writing by a duly authorized officer or agent of Lessor.

(d) In the event that this Lease-Purchase Agreement is terminated or expires as permitted herein and Lessee does not close its purchase of the Property for any reason other than Lessor's material default hereunder, and it is determined by a licensed professional engineer or geologist contracted by Lessor that during the period of Lessee's occupancy of the Property pollutants or hazardous materials have been discharged or released on the Property in concentrations or amounts which exceed any applicable legal standard, then the Lessee shall continue to be bound to pay Base Rent to Lessor until the pollutants or hazardous materials

have been remediated to the standards set by DEP or other regulatory agency.

23. SIGNS: Lessor shall have the right to install signs on the Property reflecting Lessor's ownership, in accordance with applicable codes and ordinances.

24. INVALIDITY OF PROVISION: If any term, provision, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, provision, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, provision, covenant or condition of this Lease shall be valid and be enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida.

25. TIME OF ESSENCE: It is understood and agreed between the parties hereto that time is of the essence of all the terms, provision, covenants and conditions of this Lease.

26. MISCELLANEOUS: The terms Lessor and Lessee, Seller and Buyer, as herein contained shall include singular and/or plural, masculine, feminine and/or neuter, successors, administrators and/or assigns wherever the context so requires or admits. The terms, provision, covenants and conditions of this Agreement are expressed in the total language of this Agreement and the paragraph

headings are solely for the convenience of the reader and are not intended to be all inclusive and shall not be deemed to limit or expand any of the provisions of this Agreement. Any formally executed addendum or rider to or modification of this Agreement shall be expressly deemed incorporated by reference herein unless a contrary intention is clearly stated therein. Anything herein to the contrary notwithstanding, Lessor shall not be or be deemed to be in default hereunder unless it has failed to cure its default within a reasonable time following its receipt of notice thereof. Notwithstanding any other provision contained herein to the contrary, Lessor's liability hereunder or any other documents executed in connection herewith, in the event of any uncured default by Lessor, shall be limited to Lessor's interest in the Leased Premises, it being understood that none of Lessor's other assets shall be subject to any judgment against Lessor hereunder.

27. EFFECTIVE DATE: Submission of this instrument for examination does not constitute an offer, right of first refusal, reservation of or option for the Leased Premises. This instrument becomes effective as an agreement upon execution and delivery by both Lessor and Lessee, and the payment by Lessee of all sums payable at execution of this Agreement.

28. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties hereto and supersedes all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed and sealed by Lessor and Lessee. No

surrender of the Leased Premises, or of the remainder of the Lease Term, shall be valid unless accepted in writing by a duly authorized officer or agent of Lessor. Lessee acknowledges and agrees that Lessee has not relied upon any statement, representation, prior written or prior to contemporaneous oral promises, agreements or warranties except such as are expressed herein.

29. MEMORANDUM OF LEASE: At Lessor's request at any time during the Term of this Agreement, Lessee agrees to immediately join in a Memorandum of Lease in form and content satisfactory to Lessor, which Memorandum shall be recorded in the Public Records of Nassau County, Florida.

30. BROKERAGE: Lessor and Lessee represent and warrant that neither party has dealt with any real estate broker in connection with this Agreement.

31. FORCE MAJEURE: Lessor and Lessee shall not be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, labor disputes (whether lawful or not), material or labor shortages, restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of Lessor (or Lessee, as the case may be) and which by the exercise of due diligence Lessor is unable, wholly or in part, to prevent or overcome.

PART II

32. LESSEE'S OPTION AND RIGHT TO PURCHASE: Provided that Lessee is not then in default of any of the terms, provisions, covenants and conditions in this Agreement, the Lessee is granted the exclusive and irrevocable right and option to purchase the fee simple title to the Property on or at any time before February 28, 2004, by giving notice of exercise of the Option to Lessor no later than 90 days prior to the date shown above or 90 days prior to each annual anniversary of the term thereafter. The option to purchase granted herein shall expire on November 30, 2003, unless otherwise extended by agreement among the Parties. The option granted herein is coupled with an interest. The purchase price (the "Purchase Price") shall be as follows:

- |    |                      |              |
|----|----------------------|--------------|
| a. | On February 28, 2000 | \$685,327.00 |
| b. | On February 28, 2001 | \$495,610.00 |
| c. | On February 28, 2002 | \$341,826.00 |
| d. | On February 28, 2003 | \$176,891.92 |
| e. | On February 28, 2004 | -0-          |

33. OPTION TO PURCHASE CONSIDERATION:

(a) Simultaneous with the execution of this Agreement, Lessee shall pay to Lessor the sum of \$100.00 in cash as non-refundable consideration for the exclusive right and option to purchase the Property (hereafter, the "Option Money").

(b) All of the Option Money paid shall be credited by Lessor against the Purchase Price if lessee elects to close the Purchase of the Property under this Agreement.

34. CASH TO CLOSE: Lessee shall pay at closing as cash to close the difference between the Purchase Price and the sum of the Base Rent and Option Money and other credits as set forth in this Agreement paid by Lessee to Lessor hereunder.

35. TITLE:

(a) Within 30 days following the exercise of the Option granted under this Agreement, Seller shall deliver to Buyer a commitment, and after closing a title policy, for owner's title insurance, with a qualified title insurance company reasonably acceptable to Buyer, in the amount of the purchase price, reflecting good and marketable fee simple title to the Property in Seller, subject only to such easements and restrictions of record, visible easements not of record disclosed in writing by Seller or Buyer or by the survey, and applicable planning and zoning ordinances. Buyer hereby agrees that the matters shown on Exhibit "B" shall each be permitted title exceptions to which Buyer may not object. Buyer shall have 20 days following receipt of the owner's title insurance commitment within which to examine the same and to furnish to Seller a written statement of objections to title.

(b) Buyer agrees that it may not treat as an objection any matter shown on the commitment resulting from any act or failure to act by Buyer, including but not limited to claims of

lien resulting from work performed on the Property or materials ordered by Lessee to be incorporated into the Property, and any ordinance, law or regulation affecting the Property which takes effect at or following the date of Commencement of the Lease Term. Seller shall immediately and diligently attempt to satisfy the stated title objections and shall have until the date of closing to do so.

If Seller fails or is unable to satisfy all of the stated title objections by the date set for closing, the closing date may be extended for six months, at Seller's option, to permit Seller to remove such objection. If, after the passage of six months, all stated title objections have not been removed, Buyer may at its option, either:

- (i) waive the title objections and proceed to close;
- (ii) extend the closing date by written notice to Seller to enable Seller to satisfy the stated title objections;
- (iii) terminate this Agreement.

If Buyer elects to extend the closing date under subparagraph (ii) above and the Seller subsequently fails or is unable to satisfy the stated title objections by the extended closing date, Buyer may elect between the alternatives set forth in subparagraphs (I) and (iii), above or pursue such rights and remedies as may be provided by this Agreement.

36. CLOSING: The purchase and sale transaction contemplated by this Agreement shall be closed on one of the dates shown in

Paragraph 33 at a time and place mutually agreeable to the parties at the offices of the title insurance agent issuing title insurance to the Buyer, recording documents and disbursing funds. Seller shall deliver to Buyer at closing the following documents, prepared by Seller's counsel:

(i) a general warranty deed to the Property meeting the requirements as to title of Paragraph 35 above;

(ii) an owner's affidavit attesting to the absence of mechanic's or materialmen's liens arising from work or materials contracted for by Seller, proceedings involving Seller which might affect title to the Property, or parties in possession other than Buyer.

(iii) Foreign Investment and Real Property Tax Act (FIRPTA) and such other instruments and documents as Buyer's counsel may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Property to Buyer in accordance with the Agreement.

37. CLOSING EXPENSES AND PRORATIONS: The expense of title insurance shall be paid by Buyer. Transfer taxes on the deed of conveyance, and shall be borne by Buyer. The cost of recording the deed shall be borne by Seller. All other expenses shall be paid by the party incurring the same.

38. SELLER'S REPRESENTATIONS AND WARRANTIES: Seller represents and warrants to Buyer, that:



(a) Seller has good and marketable fee simple title to the Property as hereinabove described;

(b) Seller has the right, power and authority to enter into this Agreement and to consummate it in accordance with its terms;

(c) There are no leases, licenses, contracts or agreements of any kind whatever affecting the Property or any part thereof except this Lease Purchase Agreement and those set forth in Exhibit "C" attached hereto and by reference incorporated herein, all of which are cancelable without cause upon no more than thirty (30) days written notice;

(d) Seller will not extend or modify any of the agreements listed in Exhibit "C" as attached and acknowledged by Seller, or enter into any other contracts or agreements of any kind affecting the property or any part thereof after the date of this Agreement without the advance written consent of Buyer;

(e) Seller knows of no pending or threatened proceedings which might affect the Property or any part thereof or Seller's title thereto;

(f) There exists no uncured notices served upon or delivered to Seller by any private or governmental party which might result in any lien upon or claim against the Property or any part thereof or which specify any violation of law, rule, regulation, or ordinance with respect to the Property or any part thereof.

Seller will take all such actions as will cause all of the foregoing representations and warranties to be true and correct as of closing.

39. MEMORANDUM OF LEASE AND OPTION: Concurrently with the signing of this Agreement, the parties have signed a Memorandum of Lease and Option in the form attached hereto as Exhibit "D" and by reference incorporated herein. Seller and Buyer shall have the right to record the Memorandum of Option among the public records of the county in which the Property is located. In the event Buyer does not exercise the option, or terminates the Agreement, Buyer shall, upon Seller's written request, deliver to Seller for recording at Seller's expense a quitclaim deed to the Property. The Memorandum may also be canceled by execution and release signed by the Trust for Public Land.

40. REMEDIES UPON DEFAULT: In the event Seller defaults in the performance of any of Seller's obligations under this Option to Purchase, Buyer shall have as its only remedies the refund of the Option Money paid to Seller and the right to sue for specific performance. In the event Buyer defaults in the performance of any of its obligations under this Agreement, Seller shall have the right to retain or to sell the Property to a third party, and to sue for damages for all losses resulting from Buyer's breach.

41. NOTICES: All notices, demands, requests or other communications permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered by

the date called for under this Agreement, or mailed, first class, postage prepaid, certified, mail, return receipt requested, addressed as follows:

IF TO LESSOR - SELLER: THE TRUST FOR PUBLIC LAND  
306 North Monroe Street  
Tallahassee, Florida 32301  
Attention: Don Morrow  
PHONE: (850)222-7911  
FAX: (850)222-3133

With a copy to:  
Harvey A. Abrams  
Southeast Regional Counsel  
306 North Monroe Street  
Tallahassee, Florida 32301

IF TO LESSEE - BUYER: NASSAU COUNTY  
c/o Walt Gossett  
3163 Bailey Road  
Fernandina Beach, Florida 32034  
(904) 321-5782  
cc: Michael S. Mullin  
County Attorney

And:

City of Fernandina Beach  
c/o City Manager  
P. O. Box 668  
Fernandina Beach, FL 32035  
(904) 277-7305  
cc: Wesley R. Poole  
City Attorney

42. APPLICABLE LAW: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

43. HEADINGS: The headings used in this Agreement are for convenience of reference only and shall not operate or be construed to alter or affect the meaning of any of the provisions hereof.

44. CONDITIONS PRECEDENT TO LESSOR'S DUTIES TO PERFORM UNDER THIS AGREEMENT: Lessor shall have no duty to perform under this Agreement unless and until each of the following conditions precedent has been fulfilled:

(a) Lessor has acquired fee simple title to the Property; and

(b) Lessee has delivered to Lessor a certified copy of a resolution of Lessee authorizing execution of the Agreement, together with the opinion of Lessee's counsel stating that the Agreement has been authorized according to law, and when executed by both of the parties, shall constitute an enforceable obligation of Lessee according to its terms.

(c) Lessee has agreed to accept the Survey and legal description provided by Lessor as determinative of the boundary and acreage of the Property, and has agreed that it shall accept title to the Property subject to the Survey, including any encroachments, easements, boundary claims, or defects shown on the survey or visible on the ground upon reasonable inspection. The Survey shall be appended to this Agreement as Exhibit "E."

45. PRECONDITION TO LESSEE'S DUTY TO PERFORM: Lessee shall have no duty to commence to perform any obligation hereunder until and unless Lessor shall have provided to Lessee the report of a Phase One transactional environmental assessment, as that term is commonly understood in Florida real estate field, carried out by a licensed professional engineer or geologist, stating that further

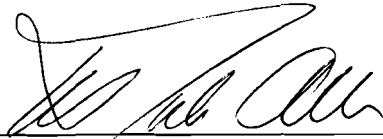
investigations are not recommended. Seller has delivered to Buyer copies of a Phase I Environmental Assessment Report dated January, 1999, together with a letter dated February 2, 1999, certifying said Report to Buyer prepared by ECT Environmental Consulting and Technology, Inc. Buyer hereby agrees that said Report satisfies this precondition.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

Signed, sealed and delivered  
In the presence of:

**LESSOR:**  
THE TRUST FOR PUBLIC LAND

Daniel G. Rosby



By: W. DALE ALLEN  
Title: Vice President


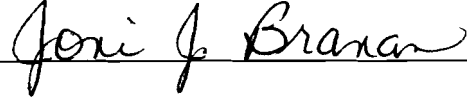
Date: March 26<sup>th</sup>, 1999

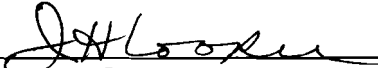
Cheryl Hicks

Counterpart signature page for Lease-Purchase Agreement

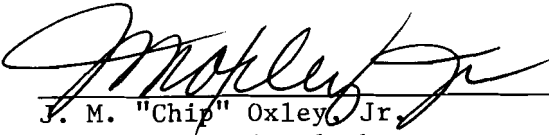
**LESSEES:**

BOARD OF COUNTY  
COMMISSIONERS OF  
NASSAU COUNTY, FLORIDA


  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
By: J. H. Cooper  
Title: Chairman  
Date: March 30, 1999  
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
J. M. "Chip" Oxley, Jr.  
Its: Ex-Officio Clerk

APPROVED AS TO THE FORM AND  
LEGALITY

  
\_\_\_\_\_  
By: Michael S. Paulkin  
Title: County Attorney  
Date: 3/31/99  
\_\_\_\_\_

Counterpart signature page for Lease-Purchase Agreement  
CITY OF FERNANDINA  
BEACH, FLORIDA

Vicki P. Cannon

Vicki P. Cannon, City Clerk

By: Aaron P. Bean  
Aaron P. Bean  
Title: Mayor  
Date: 3-29-99

APPROVED AS TO THE FORM AND  
LEGALITY

Wesley R. Poole  
By: WESLEY R. POOLE  
Title: City County Attorney  
Date: 3-29-99

F:\SHARED\LEGAL\PROJECTS\AGRICOLA\CITY\LEASEAGT

## EXHIBIT "A"

### PARCEL 1:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, SITUATE, LYING AND BEING ON AMELIA ISLAND, IN THE COUNTY OF NASSAU AND STATE OF FLORIDA, AND BEING IN AND A PART OF SECTION TEN (10), IN TOWNSHIP THREE (3) NORTH, RANGE TWENTY-EIGHT (28) EAST, AND WHICH TRACT OR PARCEL OF LAND HEREBY CONVEYED IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### A PARCEL OF LAND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF PARCEL "A" AS DESCRIBED IN OFFICIAL RECORDS BOOK 676, PAGE 299 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH SEVENTY-NINE (79) DEGREES, THIRTY-ONE (31) MINUTES, THIRTY-SEVEN (37) SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL "A" A DISTANCE OF THREE HUNDRED TWENTY-SEVEN AND SEVENTY-FIVE HUNDREDTHS (327.75) FEET; THENCE NORTH FIFTEEN (15) DEGREES, SEVEN (7) MINUTES, FORTY-FIVE (45) SECONDS WEST, ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 213, PAGE 404 OF SAID PUBLIC RECORDS A DISTANCE OF SIX HUNDRED SIXTEEN AND EIGHTY-FOUR HUNDREDTHS (616.84) FEET TO THE NORTHEAST CORNER OF SAID LANDS FOR THE POINT OF BEGINNING; THENCE SOUTH SEVENTY-FOUR (74) DEGREES, FIFTY-TWO (52) MINUTES, FIFTEEN (15) SECONDS WEST, A DISTANCE OF THREE HUNDRED FORTY-ONE AND SEVENTY-SEVEN HUNDREDTHS (341.77) FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE AMELIA RIVER; THENCE NORTHERLY ALONG SAID MEAN HIGH WATER LINE SEVEN HUNDRED FORTY AND TWENTY-SIX HUNDREDTHS (740.26) FEET MORE OR LESS; THENCE NORTH EIGHTY-THREE (83) DEGREES, THIRTY-SIX (36) MINUTES, FORTY-EIGHT (48) SECONDS EAST, A DISTANCE OF SIX HUNDRED EIGHTY-NINE AND TWO HUNDREDTHS (689.02) FEET MORE OR LESS; THENCE SOUTH FIFTEEN (15) DEGREES, SEVEN (07) MINUTES, FORTY-FIVE (45) SECONDS EAST, A DISTANCE OF EIGHT HUNDRED THREE AND NINETY-SIX HUNDREDTHS (803.96) FEET TO THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD (80' RIGHT OF WAY) DESCRIBED IN DEED BOOK 75, PAGE 139 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH SEVENTY-EIGHT (78) DEGREES, TWENTY-TWO (22) MINUTES, FORTY-THREE (43) SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF TWO HUNDRED THIRTY-FIVE AND SEVENTY-FOUR HUNDREDTHS (235.74) FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE ONE HUNDRED TEN AND FIFTY-FOUR HUNDREDTHS (110.54) FEET, (SAID CURVE BEING CONCAVE, SOUTHWESTERLY, HAVING A RADIUS OF THREE HUNDRED NINETY-EIGHT AND 1 TENTH (398.10) FEET, A CHORD BEARING OF SOUTH SEVENTY (70) DEGREES, TWENTY-FIVE (25) MINUTES, TWENTY-EIGHT (28) SECONDS WEST AND A CHORD DISTANCE OF ONE HUNDRED TEN AND EIGHTEEN HUNDREDTHS (110.18) FEET, TO THE EASTERLY LINE OF SAID LANDS DESCRIBED IN O.R. BOOK 213, PAGE 404; THENCE NORTH FIFTEEN (15) DEGREES, SEVEN (07) MINUTES, FORTY-FIVE (45) SECONDS WEST, ALONG SAID EASTERLY LINE A

Continued on next page



CONTINUATION OF EXHIBIT "A"

DISTANCE OF FOUR HUNDRED TWENTY-FIVE AND FORTY-TWO HUNDREDTHS (425.42) FEET TO THE POINT OF BEGINNING.

ALSO:

THAT PORTION OF THE AFOREMENTIONED PARCEL "A" LYING SOUTHERLY OF THE AFOREMENTIONED COUNTY ROAD (80' RIGHT OF WAY), DESCRIBED IN DEED BOOK 75, PAGE 139 OF SAID PUBLIC RECORDS, EXCEPTING THEREFROM ANY PORTION LYING WITHIN THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 213, PAGE 404 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

LESS AND EXCEPT:

ALL THAT CERTAIN PARCEL OF LAND BEING A PORTION OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; SAID PARCEL ALSO BEING A PORTION OF PARCEL NO. 2 AS SHOWN ON A PLAT RECORDED IN PLAT BOOK "O", PAGE 39 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF REFERENCE IS A GRANITE MONUMENT MARKED "U.S.M.R" WHICH IS SHOWN AS STATION "C" ON SAID PLAT RECORDED IN PLAT BOOK "O", PAGE 39; THENCE PROCEED NORTH 79° 17' 50" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL NO. 2, A DISTANCE OF 327.55 FEET; THENCE NORTH 15° 22' 00" WEST, A DISTANCE OF 616.82 FEET TO THE POINT OF BEGINNING; THENCE PROCEED SOUTH 74° 38' 00" WEST, A DISTANCE OF 312.61 FEET TO A 4 INCH SQUARE CONCRETE MONUMENT MARKED "LB2392", THENCE CONTINUE SOUTH 74° 38' 00" WEST, A DISTANCE OF 31.05 FEET, MORE OR LESS, TO A POINT HEREBY DESCRIBED AS "POINT A" AND TO THE MEAN HIGH WATER LINE OF THE AMELIA RIVER AS ESTABLISHED BY A SURVEY BY ARC SURVEYING & MAPPING, INC., DATED AUGUST 11, 1993 WHICH SHOWS THE MEAN HIGH WATER LINE AT ELEVATION 3.38 FEET, NATIONAL GEODETIC VERTICAL DATUM, 1929; THENCE RETURN TO THE POINT OF BEGINNING AND PROCEED NORTH 74° 38' 00" EAST A DISTANCE OF 25.00 FEET; THENCE NORTH 15° 22' 00" WEST A DISTANCE OF 175.00 FEET; THENCE SOUTH 74° 38' 00" WEST, A DISTANCE OF 374.10 FEET, MORE OR LESS, TO THE AFORESAID MEAN HIGH WATER LINE OF THE AMELIA RIVER; THENCE PROCEED SOUTHEASTERLY ALONG THE MEANDERINGS OF SAID MEAN HIGH WATER LINE TO AFORESAID "POINT A".

BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK

Continued on next page

CONTINUATION OF EXHIBIT "A"

415, PAGE 169 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

RESERVING UNTO THE GRANTOR HEREIN A 60 FOOT PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE AFOREMENTIONED POINT OF BEGINNING PROCEED NORTH 15° 22' 00" WEST, A DISTANCE OF 100.00 FEET, THENCE NORTH 74° 38' 00" EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH 15° 22' 00" EAST A DISTANCE OF 517.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AN 80 FOOT COUNTY RIGHT OF WAY AS DESCRIBED IN DEED BOOK 75, PAGE 139 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, SAID POINT ALSO BEING ON A CURVE WHICH IS CONCAVE TO THE SOUTHEAST; SAID CURVE HAVING A RADIUS OF 398.10 FEET, A CENTRAL ANGLE OF 08° 43' 28", AND A CHORD BEARING OF SOUTH 66° 49' 57" WEST AND DISTANCE OF 60.56 FEET; THENCE PROCEED SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND SAID CURVE, AN ARC DISTANCE OF 60.62 FEET; THENCE NORTH 15° 22' 00" WEST, A DISTANCE OF 425.42 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (SALT MARSH BOUNDARY)

BEING A PORTION OF PARCEL "D" AS DESCRIBED IN OFFICIAL RECORDS BOOK 415, PAGES 169-173 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF SALT MARSH LAND SITUATE, LYING AND BEING ON AMELIA ISLAND, IN THE COUNTY OF NASSAU AND STATE OF FLORIDA AND DESCRIBED AS FOLLOWS:

ALL OF THE SALT MARSH PORTION OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 28 EAST, AS LIES NORTH OF THE NORTH BANK OF EGAN'S CREEK AND WEST OF THE WEST RIGHT-OF-WAY OF "COUNTY ROAD 14TH STREET" AS SHOWN ON DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP 74611-2601, RECORDED IN ROAD PLAT BOOK 6, PAGE 76, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 30, PAGES 140-141 AND OFFICIAL RECORD BOOK 113, PAGES 601-603 ALL OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

LESS THEREFROM: ALL THAT CERTAIN PARCEL OF LAND DESIGNATED UPON AND ACCORDING TO THE OFFICIAL PLAT OF THE CITY OF FERNANDINA BEACH AS MARSH LOT 13.

## **EXHIBIT "B"**

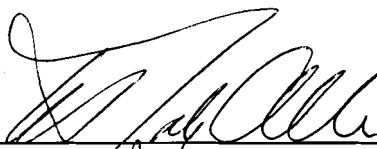
### **PERMITTED EXCEPTIONS**

1. Subject to that certain 60.00 foot perpetual, non-exclusive easement for ingress, egress and utilities as described in the "less and except" portion of the Exhibit "A" legal description of that certain memorandum of option between William Agricola, a married man and JR Baker, Inc., a Florida corporation and The Trust for Public Land, a charitable nonprofit California corporation recorded November 23, 1998, in Official Records Book 859, Page 671 of the Public Records of Nassau County, Florida and as described under the attached Exhibit "A" hereto.
2. Riparian and/or littoral rights.
3. That portion of the property, if any, lying below the mean high water line of the Amelia River and/or the Cumberland Sound.
4. Subject to any ownership claims by the State of Florida by right of sovereignty to any portion of the lands, including submerged, filled and artificially exposed lands and lands accreted to such lands.
5. Those portions, if any, of the lands herein described comprising artificially filled lands in what was formerly navigable waters are subject to any and all rights of the United States Government arising by reason of the United States Government's control over navigable waters in the interest of navigation and commerce.
6. Rights, if any, of the public to use as a public beach or recreation area any part of the land lying between the body of water abutting the lands herein described and the natural line of vegetation, bluff, extreme high water line, or other apparent boundary line separating the publicly used area, if any, from the upland private area.
7. Subject to a fence encroachment on a portion of the land described herein as shown on the survey by Olde Isle Surveying & Mapping Company dated January 18, 1999 bearing job no. 98009.
8. Subject to a ditch which extends onto a portion of the land described herein as shown on survey by Olde Isle Surveying & Mapping Company dated January 18, 1999 bearing job no. 98009.

**EXHIBIT "C"**

**LEASES, LICENSES, CONTRACTS OR AGREEMENTS**

If there are no leases, licenses, contracts or agreements, Seller shall so state and sign and date below. If there are any leases, etc., the parties should be listed here and a copy of each lease delivered to Buyer for review prior to execution.

By:   
Name: W. Dale Allen  
Title: Vice President  
Date: March 20<sup>th</sup>, 1999

**EXHIBIT "D"**  
**MEMORANDUM OF LEASE AND OPTION TO PURCHASE**

For and in consideration of the sum of One Hundred Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the parties hereto, **THE TRUST FOR PUBLIC LAND**, a charitable nonprofit California corporation, whose address is 306 North Monroe Street, Tallahassee, Florida 32301 ("Landlord"), hereby grants to **CITY OF FERNANDINA BEACH, FLORIDA**, a municipal corporation existing under the laws of the state of Florida, whose address is 303 Centre Street, Suite 200, Allan Building, Fernandina Beach, Florida 32035 and to **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA** whose address is 3163 Bailey Road, Fernandina Beach, Florida 32034, the sole, exclusive and irrevocable option to purchase that certain real property and appurtenances thereto, comprising a total of 10.43 ± acres in Nassau County, Florida, described more fully in EXHIBIT "A" attached hereto and by this reference made a part hereof and has entered into a lease with the Lessees. The lease term and option herein granted extends from the date hereof through 12:00 midnight on February 28, 2004. The full text of the lease and option granted may be found in a certain Commercial Lease-Purchase Agreement between Landlord and Tenant of even date herewith. If the option is not exercised on or before November 29, 2003, said exclusive option shall automatically expire and be of no further force and effect without the necessity to record any other instrument.

The Lease-Purchase Agreement contains the following limiting clause:

The Lessee herein shall not have any authority to create any liens for labor or material on the Lessor's interest in the Leased Premises and all persons contracting with the Lessee for the destruction or removal of any facilities or other improvements or for the erection, installation, alteration, or repair of any facilities or other improvements on or about the Leased Premises, and all material-suppliers, contractors, mechanics, and laborers are hereby charged with notice (which notice Lessee shall deliver in writing to each such party prior to the commencement of any service by said party) that they must look only to the Lessee and to the Lessee's interests in the Leased Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Lessee. The provisions of this paragraph may be set forth in any Memorandum of this Lease which is recorded with Lessor's consent pursuant to Paragraph 30 hereof.

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Option to be executed and sealed by its duly authorized signatory(ies) on the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

Signed, sealed and delivered  
in the presence of:

LANDLORD:

**THE TRUST FOR PUBLIC LAND**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Signature

By: \_\_\_\_\_

Name: **W. DALE ALLEN**

Title: **Vice President**

Date: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF LEON )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by W. DALE ALLEN, as Vice President of THE TRUST FOR PUBLIC LAND, a California nonprofit corporation, who is personally known to me.  
(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)

Signed, sealed and delivered  
in the presence of:

TENANT:

**CITY OF FERNANDINA BEACH, FLORIDA, a  
municipal corporation existing under the laws of the state  
of Florida**

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Signature

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Signature

ATTESTED TO:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF NASSAU )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by \_\_\_\_\_ as \_\_\_\_\_ of the City of Fernandina Beach, Florida, a municipal corporation existing under the laws of the state of Florida. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Approved as to Form and legality.

BY: \_\_\_\_\_

City Attorney

DATE: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS OF NASSAU  
COUNTY, FLORIDA**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Signature

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTESTED TO:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF NASSAU )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by \_\_\_\_\_ as \_\_\_\_\_ of the Board of County Commissioners of Nassau County, Florida. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Approved as to Form and legality.

BY: \_\_\_\_\_

County Attorney

DATE: \_\_\_\_\_

THIS DOCUMENT PREPARED BY:

Harvey A. Abrams  
Regional Counsel  
The Trust for Public Land  
306 North Monroe Street  
Tallahassee, Florida 32301  
(850)222-7911, Ext. 17

**EXHIBIT "E"**  
**SURVEY**



The Trust for Public Land and  
 306 North Monroe St.  
 Tallahassee, FL 32301-7622  
 APR 28 1999  
 BK 088061253  
 OFFICIAL RECORD

For and in consideration of the sum of One Hundred Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the parties hereto, THE TRUST FOR PUBLIC LAND, a charitable nonprofit California corporation, whose address is 306 North Monroe Street, Tallahassee, Florida 32301 ("Landlord"), hereby grants to CITY OF FERNANDINA BEACH, FLORIDA, a municipal corporation existing under the laws of the state of Florida, whose address is 303 Centre Street, Suite 200, Allan Building, Fernandina Beach, Florida 32035 and to BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA whose address is 3163 Bailey Road, Fernandina Beach, Florida 32034, the sole, exclusive and irrevocable option to purchase that certain real property and appurtenances thereto, comprising a total of 32.93+ acres in Nassau County, Florida, described more fully in EXHIBIT "A" attached hereto and by this reference made a part hereof and has entered into a lease with the Lessees. The lease term and option herein granted extends from the date hereof through 12:00 midnight on February 28, 2004. The full text of the lease and option granted may be found in a certain Commercial Lease-Purchase Agreement between Landlord and Tenant of even date herewith. If the option is not exercised on or before November 29, 2003, said exclusive option shall automatically expire and be of no further force and effect without the necessity to record any other instrument.

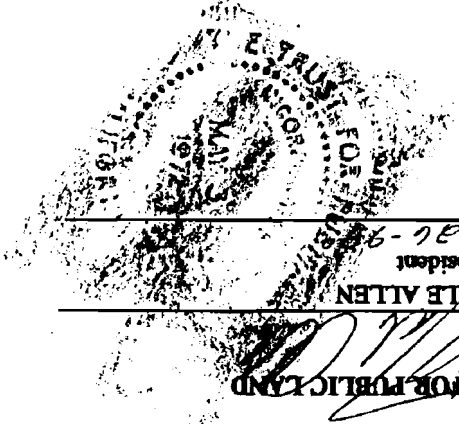
The Lease-Purchase Agreement contains the following limiting clause:

The Lessee herein shall not have any authority to create any liens for labor or material on the Lessor's interest in the Leased Premises and all persons contracting with the Lessee for the destruction or removal of any facilities or other improvements or for the erection, installation, alteration, or repair of any facilities or other improvements on or about the Leased Premises, and all material-suppliers, contractors, mechanics, and laborers are hereby charged with notice (which notice Lessee shall deliver in writing to each such party prior to the commencement of any service by said party) that they must look only to the Lessee and to the Lessee's interests in the Leased Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Lessee. The provisions of this paragraph may be set forth in any Memorandum of this Lease which is recorded with Lessor's consent pursuant to Paragraph 30 hereof.

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Option to be executed and sealed by its duly authorized signatory(ies) on the 26<sup>th</sup> day of March, 1999.

LANDLORD:

By: [Signature]  
 Name: W. DALE ALLEN  
 Title: Vice President  
 Date: 3-26-99



Signed, sealed and delivered in the presence of:

Bonnie G. Rasky  
 Signature of Witness  
 Bonnie G. Rasky  
 Printed Signature  
 Cheryl A. Williams  
 Signature of Witness  
 Cheryl A. Williams  
 Printed Signature

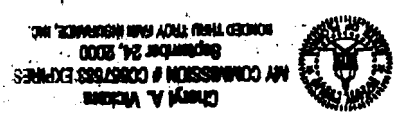
STATE OF FLORIDA )  
COUNTY OF LEON )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of March, 1999, by W. DALE ALLEN, as Vice President of THE TRUST FOR PUBLIC LAND, a California nonprofit corporation, who is personally known to me.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)



99880 PG 1254  
OFFICIAL RECORDS

Counterpart signature page for Memorandum of Lease and Option to Purchase

Signed, sealed and delivered  
in the presence of:

TENANT:

CITY OF FERNANDINA BEACH, FLORIDA, a  
municipal corporation existing under the laws of the state  
of Florida

Vicki P. Cannon

Signature of Witness

Vicki P. Cannon

Printed Signature

Jamara H. Pendleton

Signature of Witness

Jamara H. Pendleton

Printed Signature

By: Aaron P. Bean

Name: Aaron P. Bean

Title: Mayor-Commissioner

Date: 3-24-99

ATTESTED TO:

By: Vicki P. Cannon

Name: Vicki P. Cannon

Title: City Clerk

Date: 3-24-99

STATE OF FLORIDA )  
COUNTY OF NASSAU )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of MARCH, 1999, by  
Aaron P. Bean as MAYOR of the City of Fernandina Beach, Florida, a  
municipal corporation existing under the laws of the state of Florida. Such person(s) (Notary Public must check  
applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

Karen L. Torr  
Notary Public



Karen L. Torr  
Commission # CC 784042  
Expires NOV. 30, 2002  
BONDED THRU  
ANTIC BONDING CO., INC.

\_\_\_\_\_  
(Printed, Typed or Stamped Name of  
Notary Public)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Approved as to Form and legality.

BY: Wesley R. Poole

City Attorney

DATE: 3/24/99

BK 0880 PG 1255  
OFFICIAL RECORDS

**BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**

Joyce T. Bradley  
Signature of Witness

Joyce T. Bradley  
Printed Signature

Joni J. Branan  
Signature of Witness

Joni J. Branan  
Printed Signature

By: J.H. Cooper

Name: J.H. Cooper

Title: Chairman

Date: March 30, 1999

ATTESTED TO:

By: J.M. Owey Jr

Name: J.M. Owey Jr

Title: CLERK of COURT

Date: 3/30/99

STATE OF FLORIDA )  
COUNTY OF NASSAU )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 1999, by J.H. Cooper as Chairman of the Board of County Commissioners of Nassau County, Florida. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)



JANET E. CONN  
Notary Public, State of Florida  
My comm. expires June 2, 2001  
Comm. No. CC 651935

Janet E. Conn  
Notary Public

Janet E. Conn  
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: CC651935

My Commission Expires: June 2, 2001

Approved as to Form and legality  
BY: [Signature]  
County Attorney  
DATE: 3/30/99

THIS DOCUMENT PREPARED BY:

Harvey A. Abrams  
Regional Counsel  
The Trust for Public Land  
306 North Monroe Street  
Tallahassee, Florida 32301  
(850)222-7911, Ext. 17

EXHIBIT "A"

BK 0880 PG 1256  
OFFICIAL RECORDS

PARCEL 1:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, SITUATE, LYING AND BEING ON AMELIA ISLAND, IN THE COUNTY OF NASSAU AND STATE OF FLORIDA, AND BEING IN AND A PART OF SECTION TEN (10), IN TOWNSHIP THREE (3) NORTH, RANGE TWENTY-EIGHT (28) EAST, AND WHICH TRACT OR PARCEL OF LAND HEREBY CONVEYED IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF PARCEL "A" AS DESCRIBED IN OFFICIAL RECORDS BOOK 676, PAGE 299 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH SEVENTY-NINE (79) DEGREES, THIRTY-ONE (31) MINUTES, THIRTY-SEVEN (37) SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL "A" A DISTANCE OF THREE HUNDRED TWENTY-SEVEN AND SEVENTY-FIVE HUNDREDTHS (327.75) FEET; THENCE NORTH FIFTEEN (15) DEGREES, SEVEN (7) MINUTES, FORTY-FIVE (45) SECONDS WEST, ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 213, PAGE 404 OF SAID PUBLIC RECORDS A DISTANCE OF SIX HUNDRED SIXTEEN AND EIGHTY-FOUR HUNDREDTHS (616.84) FEET TO THE NORTHEAST CORNER OF SAID LANDS FOR THE POINT OF BEGINNING; THENCE SOUTH SEVENTY-FOUR (74) DEGREES, FIFTY-TWO (52) MINUTES, FIFTEEN (15) SECONDS WEST, A DISTANCE OF THREE HUNDRED FORTY-ONE AND SEVENTY-SEVEN HUNDREDTHS (341.77) FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE AMELIA RIVER; THENCE NORTHERLY ALONG SAID MEAN HIGH WATER LINE SEVEN HUNDRED FORTY AND TWENTY-SIX HUNDREDTHS (740.26) FEET MORE OR LESS; THENCE NORTH EIGHTY-THREE (83) DEGREES, THIRTY-SIX (36) MINUTES, FORTY-EIGHT (48) SECONDS EAST, A DISTANCE OF SIX HUNDRED EIGHTY-NINE AND TWO HUNDREDTHS (689.02) FEET MORE OR LESS; THENCE SOUTH FIFTEEN (15) DEGREES, SEVEN (07) MINUTES, FORTY-FIVE (45) SECONDS EAST, A DISTANCE OF EIGHT HUNDRED THREE AND NINETY-SIX HUNDREDTHS (803.96) FEET TO THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD (80' RIGHT OF WAY) DESCRIBED IN DEED BOOK 75, PAGE 139 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH SEVENTY-EIGHT (78) DEGREES, TWENTY-TWO (22) MINUTES, FORTY-THREE (43) SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF TWO HUNDRED THIRTY-FIVE AND SEVENTY-FOUR HUNDREDTHS (235.74) FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE ONE HUNDRED TEN AND FIFTY-FOUR HUNDREDTHS (110.54) FEET, (SAID CURVE BEING CONCAVE, SOUTHWESTERLY, HAVING A RADIUS OF THREE HUNDRED NINETY-EIGHT AND 1 TENTH (398.10) FEET, A CHORD BEARING OF SOUTH SEVENTY (70) DEGREES, TWENTY-FIVE (25) MINUTES, TWENTY-EIGHT (28) SECONDS WEST AND A CHORD DISTANCE OF ONE HUNDRED TEN AND EIGHTEEN HUNDREDTHS (110.18) FEET, TO THE EASTERLY LINE OF SAID LANDS DESCRIBED IN O.R. BOOK 213, PAGE 404; THENCE NORTH FIFTEEN (15) DEGREES, SEVEN (07) MINUTES, FORTY-FIVE (45) SECONDS WEST, ALONG SAID EASTERLY LINE A

Continued on next page

CONTINUATION OF EXHIBIT "A"

DISTANCE OF FOUR HUNDRED TWENTY-FIVE AND FORTY-TWO HUNDREDTHS (425.42) FEET TO THE POINT OF BEGINNING.

ALSO:

THAT PORTION OF THE AFOREMENTIONED PARCEL "A" LYING SOUTHERLY OF THE AFOREMENTIONED COUNTY ROAD (80' RIGHT OF WAY), DESCRIBED IN DEED BOOK 75, PAGE 139 OF SAID PUBLIC RECORDS, EXCEPTING THEREFROM ANY PORTION LYING WITHIN THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 213, PAGE 404 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

LESS AND EXCEPT:

ALL THAT CERTAIN PARCEL OF LAND BEING A PORTION OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; SAID PARCEL ALSO BEING A PORTION OF PARCEL NO. 2 AS SHOWN ON A PLAT RECORDED IN PLAT BOOK "O", PAGE 39 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF REFERENCE IS A GRANITE MONUMENT MARKED "U.S.M.R" WHICH IS SHOWN AS STATION "C" ON SAID PLAT RECORDED IN PLAT BOOK "O", PAGE 39; THENCE PROCEED NORTH 79° 17' 50" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL NO. 2, A DISTANCE OF 327.55 FEET; THENCE NORTH 15° 22' 00" WEST, A DISTANCE OF 616.82 FEET TO THE POINT OF BEGINNING; THENCE PROCEED SOUTH 74° 38' 00" WEST, A DISTANCE OF 312.61 FEET TO A 4 INCH SQUARE CONCRETE MONUMENT MARKED "LB2392", THENCE CONTINUE SOUTH 74° 38' 00" WEST, A DISTANCE OF 31.05 FEET, MORE OR LESS, TO A POINT HEREBY DESCRIBED AS "POINT A" AND TO THE MEAN HIGH WATER LINE OF THE AMELIA RIVER AS ESTABLISHED BY A SURVEY BY ARC SURVEYING & MAPPING, INC., DATED AUGUST 11, 1993 WHICH SHOWS THE MEAN HIGH WATER LINE AT ELEVATION 3.38 FEET, NATIONAL GEODETIC VERTICAL DATUM, 1929; THENCE RETURN TO THE POINT OF BEGINNING AND PROCEED NORTH 74° 38' 00" EAST A DISTANCE OF 25.00 FEET; THENCE NORTH 15° 22' 00" WEST A DISTANCE OF 175.00 FEET; THENCE SOUTH 74° 38' 00" WEST, A DISTANCE OF 374.10 FEET, MORE OR LESS, TO THE AFORESAID MEAN HIGH WATER LINE OF THE AMELIA RIVER; THENCE PROCEED SOUTHEASTERLY ALONG THE MEANDERINGS OF SAID MEAN HIGH WATER LINE TO AFORESAID "POINT A".

BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK  
Continued on next page

CONTINUATION OF EXHIBIT "A"

BK 0880 PG 1258

415, PAGE 169 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

OFFICIAL RECORDS

RESERVING UNTO THE GRANTOR HEREIN A 60 FOOT PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE AFOREMENTIONED POINT OF BEGINNING PROCEED NORTH 15° 22' 00" WEST, A DISTANCE OF 100.00 FEET, THENCE NORTH 74° 38' 00" EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH 15° 22' 00" EAST A DISTANCE OF 517.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AN 80 FOOT COUNTY RIGHT OF WAY AS DESCRIBED IN DEED BOOK 75, PAGE 139 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, SAID POINT ALSO BEING ON A CURVE WHICH IS CONCAVE TO THE SOUTHEAST; SAID CURVE HAVING A RADIUS OF 398.10 FEET, A CENTRAL ANGLE OF 08° 43' 28", AND A CHORD BEARING OF SOUTH 66° 49' 57" WEST AND DISTANCE OF 60.56 FEET; THENCE PROCEED SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND SAID CURVE, AN ARC DISTANCE OF 60.62 FEET; THENCE NORTH 15° 22' 00" WEST, A DISTANCE OF 425.42 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (SALT MARSH BOUNDARY)

BEING A PORTION OF PARCEL "D" AS DESCRIBED IN OFFICIAL RECORDS BOOK 415, PAGES 169-173 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF SALT MARSH LAND SITUATE, LYING AND BEING ON AMELIA ISLAND, IN THE COUNTY OF NASSAU AND STATE OF FLORIDA AND DESCRIBED AS FOLLOWS:

ALL OF THE SALT MARSH PORTION OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 28 EAST, AS LIES NORTH OF THE NORTH BANK OF EGAN'S CREEK AND WEST OF THE WEST RIGHT-OF-WAY OF "COUNTY ROAD 14TH STREET" AS SHOWN ON DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP 74611-2601, RECORDED IN ROAD PLAT BOOK 6, PAGE 76, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 30, PAGES 140-141 AND OFFICIAL RECORD BOOK 113, PAGES 601-603 ALL OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

LESS THEREFROM: ALL THAT CERTAIN PARCEL OF LAND DESIGNATED UPON AND ACCORDING TO THE OFFICIAL PLAT OF THE CITY OF FERNANDINA BEACH AS MARSH LOT 13.

-3-

FILED & RECORDED  
RECORDS OF NASSAU COUNTY  
RECORD BOOK 415

9916371

99 APR 28 AM 11:31

*J. M. ...*  
CLERK OF COURTS  
NASSAU COUNTY, FLORIDA

**EXHIBIT "E"**

**BOUNDARY SURVEY MAP**

**TOO LARGE TO SCAN**

**LOCATED IN CLERK'S RECORD STORAGE  
BOCC ADMINISTRATION  
CLERK LEGAL  
CONTRACTS AND AGREEMENT 98-99**

**BOX # 0001363**