

RECEIVED
10/18/01



*Conserving
Land
for People*

October 17, 2001
BY OVERNIGHT SERVICE - DHL

Mr. Michael S. Mullin
Nassau County Attorney
P O Box 1010
Fernandina Beach, Florida 32035

RE: Contract for Purchase and Sale between Nassau County and The Trust for Public Land (TPL) – Goffinsville/Nassau County 53541-531

Dear Mr. Mullin:

LETTER MODIFICATION

The purpose of this letter is to constitute a Letter Modification of the Contract for Purchase and Sale made by and Nassau County, a political subdivision of the state of Florida, and The Trust for Public Land, a nonprofit California corporation, dated October 17, 2001, for the purchase and sale of land in Nassau County, Florida, described in the Contract. (All capitalized terms used in this Letter Modification have the same meanings as set forth in the Contract for Purchase and Sale, unless otherwise defined herein.)

In consideration of the sum of \$10.00 and other good and valuable consideration paid by The Trust for Public Land, Nassau County hereby agrees as follows:

1. Paragraph 8 of the Contract for Purchase and Sale is hereby modified to extend the Closing Date to no later than 5:00 p.m. on November 2, 2001.
2. The parties agree that the Contract for Purchase and Sale is in full force and effect without default by either party.

If these terms are agreeable to you, please sign a copy of this letter where indicated below, send a facsimile of the letter to me, and dispatch the original, signed copy to me by U.S. Mail.

Florida Office
306 North Monroe Street
Tallahassee, FL 32301-7622

(850) 222-7911
Fax (850) 224-3755

Letter Modification - Page 2
October 17, 2001

Sincerely,



Peter Fodor
Florida Counsel

By my signature below, I hereby accept the terms of this Letter Modification, and the Contract is hereby modified to conform to this Letter Modification.

NASSAU COUNTY, a political subdivision of the
State of Florida

By: 

Name: MARIANNE MARSHALL, CHAIRMAN

Title: Nassau County Board of County Commissioners

Date: 10-29-01

ATTEST:

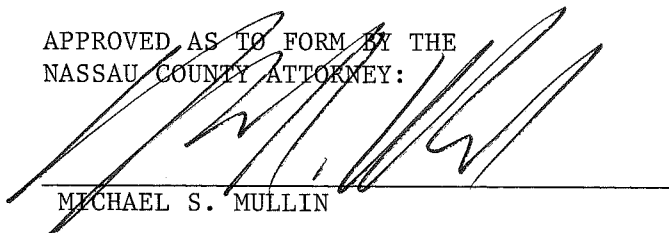


J. M. "Chip" Oxley, Jr.

Ex-Officio Clerk

Nassau County Board of County Commissioners

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:



MICHAEL S. MULLIN



October 17, 2001

Conserving
Land
for People

Mr. Michael S. Mullin
Nassau County Attorney

P O Box 1010
Fernandina Beach, Florida 32035

RE: GOFFINSVILLE/NASSAU COUNTY
19.42 ACRES
PROJECT NO. 53541 531

Dear Mr. Mullin:

Attached please find the original fully executed contract for the above referenced acquisition.

If you have any other questions, please give me a call at (850) 222-7911, x 15.

Sincerely,

Stacy Savoie
Legal Department

Xc: Beth Kostka

(7/19/01)

CONTRACT FOR SALE AND PURCHASE
(Goffinsville Tract)

This Contract for Sale and Purchase is entered into as of the 8th day of October, 2001, by and between **NASSAU COUNTY**, a political subdivision of the state of Florida, hereinafter referred to as "Buyer" and **THE TRUST FOR PUBLIC LAND**, a California not for profit Corporation, whose address is 306 North Monroe Street, Tallahassee, Florida 32301-7622, hereinafter referred to as "Seller."

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Buyer and Seller agree as follows:

1. REALTY: Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, that certain real property as described in Exhibit "A" attached hereto and made a part of this Contract (the "Real Property"), together with all tenements, hereditaments, privileges, servitudes, rights-of-reverter, and other rights appurtenant to real property, if any, and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the real property, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights benefiting the real property, if any. (All of the foregoing being referred to as the "Property").

2. PURCHASE PRICE: Buyer agrees to pay a purchase price of One Million Two Hundred Thousand Dollars (\$1,200,000.00) at closing by wire transfer or County check for the Property.

3. INTEREST CONVEYED: Seller agrees to convey good, marketable and insurable title by Special Warranty Deed. Buyer understands and acknowledges that Seller is not the current owner of the Property, and Seller's obligation to convey title to the Property and perform its obligations hereunder is contingent on Seller's acquisition of the Property from the current owner.

4. SURVEY: Seller shall obtain at its sole cost and expense, with reimbursement from Buyer at closing, a current certified survey of the Property prepared by a professional land surveyor licensed by the State of Florida, which meets the standards and requirements of Buyer (and which shall include, but not be limited to, the requirements of the Florida Communities Trust) ("Survey"). The survey shall be certified to Seller, Nassau County and the title insurer and the date of certification shall be within ninety (90) days before the date of closing, unless this ninety-day time period is waived by Buyer and by the title insurer for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. If the survey shows any encroachment on the land of others, the same shall be regarded as a title defect. The parties may agree to amend the legal description of the Property prior to closing to correspond to the legal description on the Survey and Title Commitment.

5. TITLE INSURANCE: Seller shall deliver to Buyer a marketable title insurance commitment, and after closing a marketable title policy (ALTA Form "B") from a title insurance company issuing marketable title of Buyer to the Property in the amount of the Purchase Price. 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 10 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.

6. DEFECTS IN TITLE: If the title insurance commitment or Survey furnished to Buyer pursuant to this Agreement discloses any defects in title, other than the permitted title exceptions shown on Exhibit B, which render the Property unmarketable, Seller shall, within 30 days remove said defects in title prior to Closing. If Seller is unsuccessful in removing the stated title defects within said time or if Seller fails to make a diligent effort to correct the title defects, Buyer shall have the option to either: (a) accept the title as it then is with no reduction in the Total Purchase Price, or (b) terminate this Agreement, thereupon releasing Buyer and Seller from all further obligations under this Agreement. Seller shall pay all reasonable recording fees for corrective instruments required hereunder. Should the estimated cost to cure said title defect, including survey matters as provided in Paragraph four (4), and except those matters shown on Exhibit B, exceed a sum which is equal to One Thousand and No/100 Dollars (\$1,000.00), Seller may elect to terminate this contract and neither party shall have any further obligations under this Contract.

7. ENVIRONMENTAL SITE ASSESSMENT:

a. Seller shall obtain at its sole cost and expense, with reimbursement from Buyer at closing, the report of an environmental site assessment ("ESA") which meets the standard of practice of the American Society of Testing Materials ("ASTM"). Seller shall use the services of competent, professional consultants with expertise in the environmental site assessing process to determine the existence and extent, if any, of Hazardous Materials on the Property. The examination of hazardous materials contamination shall be performed to the standard of practice of the ASTM. For Phase I environmental site assessment, such standard of practice shall be the ASTM Practice E 1527. If the Findings and Conclusions section of the assessment reports evidence of recognized environmental conditions, then a Phase II Environmental Site Assessment shall be performed to address any suspicions raised in the Phase I environmental site assessment and to confirm the presence of contaminants on site. For purposes of this Contract, "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 7.B.). The environmental site assessment shall be certified to Seller and Buyer and the date of certification shall be within 15 days before the date of closing.

b. HAZARDOUS MATERIALS. In the event that the environmental site assessment provided for in paragraph 7.a. confirms the presence of Hazardous Materials on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement, Seller shall, at its sole cost and expense and prior to the exercise of the option and Closing, cause the prompt and diligent assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials

("Environmental Law"). However, should the estimated cost of clean up of hazardous materials exceed a sum of One Thousand and No/100 Dollars (\$1,000.00), Seller may elect to terminate this contract and neither party shall have any further obligations under this Contract or Buyer may elect to proceed with closing on the date set herein, and take a credit for the clean up costs not to exceed One Thousand and No/100 Dollars (\$1,000.00) and Buyer shall pay all other clean up costs.

8. CLOSING: The purchase and sale transaction contemplated by this Agreement shall be closed on October 17, 2001, 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 special warranty deed to the Property meeting the requirements as to title in Paragraph 6 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 this Agreement.

9. CLOSING EXPENSES AND PRORATIONS: Buyer shall be responsible for recording fees on said Special Warranty Deed. Both Buyer and Seller are exempt from taxes on the deed pursuant to Section 201.02, Florida Statutes. At closing, Buyer will reimburse Seller its actual costs as evidenced by paid invoices for the appraisal of the property obtained by Seller, survey, title reports, closing fees, commitment, and Phase I Site Assessment which Seller obtained at its expense. All other expenses shall be paid by the party incurring the same.

10. TIME: Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary by Buyer's and Seller's attorneys to complete the conveyance in accordance with the terms of this contract. It is understood and agreed between the parties hereto that time is of the essence of all the terms, provisions, covenants and conditions of this Agreement.

11. REMEDIES UPON DEFAULT: In the event Seller defaults in the performance of any of Seller's obligations under this Agreement, Buyer shall have as its only remedy 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 sue for specific Performances, or to retain or to sell the Property to a third party, and to sue for damages for all losses resulting from Buyer's breach. If either party defaults under this Contract, the other nondefaulting party may waive the default.

12. ATTORNEYS' FEES: 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 collections), and in enforcement of any remedy.

13. 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 Agreement 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.

14. DISCLOSURE. Seller warrants that there are no facts known to Seller which materially affect the condition of the Property which have not been disclosed by Seller to Buyer or which are not readily observable to Buyer. Buyer shall satisfy itself with the condition of property prior to closing and Seller's representation shall be merged into the closing and shall not survive closing. The property is being sold by Seller, and accepted by Buyer, in its "As Is" condition, less normal wear and tear between date hereof and such closing.

15. NOTICE. 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:

As to Buyer: NASSAU COUNTY
C/O Walt Gossett
3163 Bailey Road
Fernandina Beach, FL 32034
Telephone: 904-321-5782
Faxcimille: 904-321-5784
Cc: Michael S. Mullin, County Attorney

As to Sellers: TRUST FOR PUBLIC LAND
C/O Beth A. Kostka
306 North Monroe Street
Tallahassee, Florida 32301-7622

With copies to: Pete Fodor, Esq.
The Trust for Public Land
306 North Monroe Street
Tallahassee, Florida 32301-7622

16. **RIGHT TO ENTER PROPERTY:** Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Property for all lawful purposes in connection with this transaction provided that Buyer, as a political subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious acts, which result in claims or suits against either Buyer or Seller, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts. Nothing contained in this section shall be construed to be a waiver by buyer of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law.

17. **ACCESS:** Buyer and Seller acknowledge that the availability of legal ingress and egress to the property is uncertain, and Seller makes no representations or warranties, either express or implied, as to the availability of legal ingress or egress. Consequently, Buyer agrees to take title to the Property, whether or not there is legal ingress and egress, and assumes full responsibility for establishing legal ingress and egress, if necessary.

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

- (a) Seller has acquired fee simple title to the property; and
- (b) Buyer has delivered to Seller a certified copy of a resolution of Buyer authorizing execution of this Agreement, together with the opinion of Buyer'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 Buyer according to its terms; and
- (c) Buyer has agreed to accept the Survey and legal description provided by Seller 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.

18. **BROKERAGE:** Seller and Buyer represent and warrant that neither party has dealt with any real estate broker in connection with this Agreement

19. **SUCCESSORS AND ASSIGNS:** All terms, provision, covenants and conditions to be observed and performed by Buyer shall be applicable to and binding upon Buyer's respective administrators, successors and assigns.

20. **RECORDING:** This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners, Nassau County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Nassau County, Florida.

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

22. 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.

23. MISCELLANEOUS: The terms 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. 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, Seller 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.

24. ASSIGNMENT: Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other, which consent shall not be unreasonably withheld.

25. 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 Seller and Buyer.

IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Contract as of the day and year above written.

BUYER:

NASSAU COUNTY

Attest: J. M. Oxley Jr.
"Chip" Oxley, Clerk of
Circuit Court and ex-officio Clerk
To the Board of County Commissioners

BY: Marianne Marshall
Marianne Marshall, Chairwoman
Board of County Commissioners

[Signature]
Clerk

DATE: October 8, 2001

Approved as to form and legal sufficiency.

[Signature]
Michael Mullin, COUNTY ATTORNEY

The foregoing was accepted and approved on the 8th day of October, 2001, by Resolution No. 2001-139 of the Board of County Commissioners of Nassau County, Florida.

SELLER:

THE TRUST FOR PUBLIC LAND

By: [Signature]
Name: W. Dale Allen
Title: Senior Vice President
Date: 10-17-01

EXHIBIT "A"

LEGAL DESCRIPTION

Land description as per Deed Book 76, Page 180, Public Records of Nassau County, Florida:

That tract of land that is part of section 45 TWP 2 north range 28 east and more particularly described as, beginning at a large stake at the mouth of the St Juans Creek near Nassau River (witness tree: a large pine south 10 degrees 30 minutes east 325 feet, a pine stump south 77 degrees east 11-4 feet) and from thence along the western line of St. Juans Creek with the original line of a five acre tract heretofore conveyed to Luther Braddock and now contained in this survey north 20 degrees west 660 feet to a large stake, thence parallel the creek to a stake near three small pines and a junction of two paths north 33 degrees 10 minutes west 455 feet, thence turning 90 degrees south 56 degrees 50 feet west 900 feet to a large stake, thence south 29 degrees 21 minutes east 438 feet to a large stake near the bank of the marsh, thence down the bank south 40 degrees 37 minutes east 834 feet and crossing the marsh near the open water thence with the northerly line of Nassau River and including the whole water front north 42 degrees 56 minutes east 691 feet to the place of beginning, containing 20 77/100 acres arable acres and 2 05/100 acres of marsh land total twenty-two 82/100 acres of which five and 63/100 acres have heretofore been conveyed to Luther Braddock.

Which is more particularly described as follows:

That certain tract or parcel of land being a part of section 45, township 2 north, range 28 east, Nassau County, Florida; and being more particularly described as follows:

Commence at the intersection of the easterly right of way line of Cook Road (a 60 foot right of way as now being established) with the southeasterly right of way line of County Road 107 (a 66 foot right of way as now established) and a point of curve; thence northeasterly along said curve and along said southeasterly right of way line of County Road 107, said curve being concave northwesterly and having a radius of 8238.88 feet and subtended by a chord bearing and distance of north 43 degrees 55 minutes 23 seconds east, 231.41 feet to a point of tangency; thence north 43 degrees 07 minutes 06 seconds east, continuing along said southeasterly right of way line of County Road 107, a distance of 820.96 feet to an intersection with a northerly prolongation of the west line of the lands described in Deed Book 76, Page 180, Nassau County, Florida, thence south 29 degrees 34 minutes 18 seconds west, departing said southeasterly right of way line of County Road 107 and along said northerly prolongation of the lands described in Deed Book 76, Page 180, a distance of 240.57 feet to the westerly most corner of said lands described in Deed Book 76, Page 180, being a 4 inch by 4 inch concrete monument and the point of beginning; thence continue south 29 degrees 34 minutes 18 seconds east along the westerly line of said lands described in Deed Book 76, Page 180, a distance of 437.49 feet to a ¾ inch iron pipe; thence south 40 degrees 50 minutes 18 seconds east, continuing along said westerly line of said lands described in Deed Book 76, Page 180, a distance of 15.61 feet to an intersection with the mean high water line of the Nassau River (a tidal, navigable water body); thence southerly along said mean high water line and the meanderings thereof, a distance of 645 feet more or less; thence easterly continuing along said mean high water line and the meanderings thereof, a distance of 815 feet more or less; thence northerly along the mean high water line of Santa

Juanna Creek (a tidal, navigable water body) and the meanderings thereof, a distance of 750 feet more or less to an intersection with the easterly line of afore said lands described in Deed Book 76, Page 180; thence north 20 degrees 10 minutes 53 seconds west, departing said mean high water line, a distance of 27.05 feet to a 4 inch by 4 inch concrete monument; thence north 33 degrees 20 minutes 53 seconds west continuing along said easterly line of the lands described in Deed Book 76, Page 180, a distance of 454.57 feet to a 4 inch by 4 inch concrete monument being the northern most corner of said lands described in Deed Book 76, Page 180; thence south 56 degrees 33 minutes 19 seconds west, a distance of 900.06 feet an intersection with afore said westerly most corner of the lands described in Deed Book 76, Page 180 and the point of beginning.

Less and except the submerged lands of the State of Florida (Nassau River and Santa Juanna Creek).

Being a portion of the lands previously described in the aforementioned Deed Book 76, Page 180.

EXHIBIT "B"

PERMITTED TITLE EXCEPTIONS

1. Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.
2. Taxes and assessments for the year 2001 and subsequent years.
3. Rights of all owners of land lying under and adjacent to Santa Juana Creek, and to the concurrent use of the waters of said Santa Juana Creek.
4. Notwithstanding the description of the land insured as shown of record and as reflected in Schedule A of this commitment/policy, commitment/policy insures only that part of said lands lying upland of the mean high water mark of the Nassau River and its tributaries.
5. Rights of the United States Government and/or the State of Florida arising under the United States Government control over navigable waters and the inalienable rights of the State of Florida in the land or waters of similar character as to any part of the premises herein described in Schedule A which may be artificially filled in lands in what was formerly navigable waters, and any accretions thereto.
6. The public records do not show any means of ingress or egress to or from the land, and, by reason thereof, this commitment does not, and any policy will not, insure any right of access to and from the land.

A G R E E M E N T

THIS AGREEMENT dated this 29th day of October, 2001, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County", and WILLIAM F. SHEFFIELD, as to a one-half (1/2) interest; and SOUTHTRUST BANK, HERMAN TOMLINSON, and HERBERT TOMLINSON, as co-trustees under that certain Trust Agreement dated May 29, 1990, wherein JOHN W. LEE is settlor and pursuant to which South Trust Bank, Herman Tomlinson, and Herbert Tomlinson are the duly serving Trustees, as to a one-half (1/2) interest hereinafter referred to as "Sheffield".

FOR and IN CONSIDERATION of ten and no/100 Dollars (\$10.00), and other mutually agreed upon consideration, the parties agree as follows:

1. Sheffield owns the property set forth in the attached Exhibit "A".

2. The County has an option to purchase the property set forth in the attached Exhibit "B".

3. Sheffield shall, within thirty (30) days of the execution of this Agreement, deed a parcel of property to the County as and for a 60' right-of-way access through

Sheffield's property as access to the County property. The survey and legal description to be approved by the County.

4. Sheffield intends to subdivide his property.

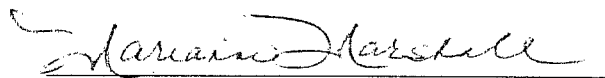
5. The County will provide a 150' buffer to the south and west of Sheffield's property and place a six-foot (6') high fence around the County's property that borders Sheffield's property.

6. The County agrees to pay all costs of construction and paving of the road within the dedicated 60' right-of-way. The road shall be a dedicated public County road.

7. The County shall complete the construction and paving of the road within one hundred eighty (180) days of the date of the execution of this Agreement.

8. The County will prepare a Resolution to abandon the existing roadway.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL
Its: Chairman

(Signatures continue on next page)

ATTEST:

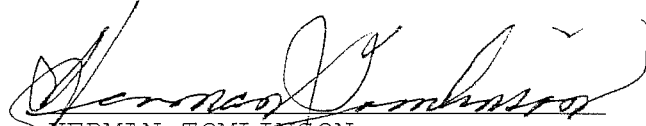

J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

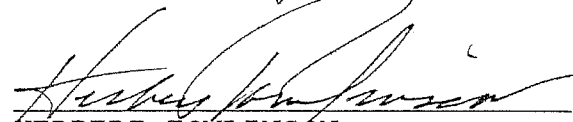
Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

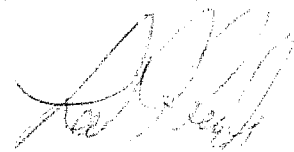
"SHEFFIELD"


WILLIAM F. SHEFFIELD


HERMAN TOMLINSON
Co-Trustee as aforesaid


HERBERT TOMLINSON
Co-Trustee as aforesaid

SOUTHTRUST BANK
Trustee as aforesaid


By: LOUISE C. CASEY, JR.
Its: SECRETARY

JOINING BOUNDARY SURVEY OF

COMMENCE AT THE NORTHEASTERLY CORNER OF CHRISTOPHER CREEK ESTATES AS RECORDED IN PLAT BOOK 3, PAGE 12, OF THE PUBLIC RECORDS OF HASSAU COUNTY SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 107 (A 66.00 FOOT RIGHT OF WAY) AND A CURVE TO THE LEFT HAVING A RADIUS OF 8031.33 FEET; THENCE ALONG AND AROUND SAID CURVE ON THE SOUTHERLY DISTANCE OF NORTH 48 DEGREES 16 MINUTES 48 SECONDS EAST, 420.44 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF LANDS DESCRIBED IN DEED BOOK 0043, PAGE 237, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG AND AROUND SAID SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF 519.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 42 DEGREES 59 MINUTES 21 SECONDS EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 107 1084.39 FEET; THENCE SOUTH 47 DEGREES 00 MINUTES 39 SECONDS EAST 7.00 FEET; THENCE NORTH 42 DEGREES 59 MINUTES 21 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 107, 238.36 FEET TO A POINT OF CURVE TO THE RIGHT AND HAVING A RADIUS OF 1233.24 FEET; THENCE ALONG AND AROUND SAID CURVE TO THE RIGHT CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 107, AN ARC DISTANCE OF 454.50 FEET SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF 519.37 FEET; THENCE NORTH 42 DEGREES 59 MINUTES 21 SECONDS EAST, 451.93 FEET TO THE POINT OF TANGENCY; THENCE NORTH 70 DEGREES 22 MINUTES 44 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE 37.60 FEET MORE OR LESS TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 107 AND THE CENTER LINE OF SANTA JUANA CREEK; THENCE SOUTHEASTERLY ALONG THE CENTER LINE MEANDERINGS OF THE SANTA JUANA CREEK 928.00 FEET MORE OR LESS TO A POINT IN SAID CENTER LINE OF SANTA JUANA CREEK; THENCE SOUTH 63 DEGREES 33 MINUTES 20 SECONDS WEST, 160.60 FEET MORE OR LESS TO A POINT ON THE EASTERLY BOUNDARY OF LANDS DESCRIBED IN DEED BOOK A-5, PAGE 486 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 33 DEGREES 21 MINUTES 42 SECONDS WEST ALONG SAID EASTERLY BOUNDARY OF DEED BOOK A-5, PAGE 486, 454.59 FEET TO THE NORTHEAST CORNER OF SAID DEED BOOK A-5, PAGE 486; THENCE SOUTH 56 DEGREES 19 MINUTES 49 SECONDS WEST, ALONG THE NORTHERLY BOUNDARY OF SAID DEED BOOK A-5, PAGE 486; THENCE SOUTH 56 DEGREES 09 MINUTES 03 SECONDS WEST, ALONG THE EASTERLY BOUNDARY OF SAID DEED BOOK A-5, PAGE 486, 178.45 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 463, PAGE 29, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 32 DEGREES 57 MINUTES 57 DEGREES 02 MINUTES 10 SECONDS WEST, ALONG THE NORTHERLY BOUNDARY OF SAID OFFICIAL RECORDS BOOK 463, PAGE 29, 56.93 FEET; THENCE SOUTH 33 DEGREES 30 MINUTES 49 SECONDS EAST, ALONG THE WESTERLY BOUNDARY OF SAID OFFICIAL RECORDS BOOK 463, PAGE 29, 30.30 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID DEED BOOK A-5, PAGE 486, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 56 DEGREES 19 MINUTES 49 SECONDS WEST, ALONG THE NORTHERLY BOUNDARY OF SAID DEED BOOK A-5, PAGE 486, 665.55 FEET TO THE NORTHWEST CORNER OF SAID DEED BOOK A-5, PAGE 486; THENCE SOUTH 29 DEGREES 44 MINUTES 31 SECONDS EAST, ALONG THE WESTERLY BOUNDARY OF SAID DEED BOOK A-5, PAGE 486, 410.30 FEET; THENCE SOUTH 29 DEGREES 44 MINUTES 31 SECONDS EAST, 27.30 FEET; THENCE SOUTH 41 DEGREES 00 MINUTES 46 SECONDS EAST, 13.20 FEET MORE OR LESS TO A POINT ON THE BANK OF THE NASSAU RIVER MARSHES; THENCE SOUTHWESTERLY ALONG THE MEANDERINGS OF THE NASSAU RIVER MARSHES 880.00 FEET MORE OR LESS TO A POINT ON THE NORTHEASTERLY BOUNDARY OF LANDS DESCRIBED IN DEED BOOK 43, PAGE 237, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 66 DEGREES 35 MINUTES 45 SECONDS WEST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID DEED BOOK 43, PAGE 237, 993.65 FEET MORE OR LESS TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 28.08 ACRES MORE OR LESS.

EXHIBIT "B"

LEGAL DESCRIPTION

GOFFINSVILLE PROPERTY AND PROPOSED 60 FOOT RIGHT-OF-WAY
OCTOBER 17, 2001

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF SECTION 45, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF COOK ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW BEING ESTABLISHED) WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107 (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND A POINT OF CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 8238.88 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°55'23" EAST, A DISTANCE OF 231.41 FEET TO A POINT OF TANGENCY; THENCE NORTH 43°07'06" EAST, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107, A DISTANCE OF 820.96 FEET TO AN INTERSECTION WITH A NORTHERLY PROLONGATION OF THE WEST LINE OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, NASSAU COUNTY, FLORIDA; THENCE SOUTH 29°34'18" EAST, DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107 AND ALONG SAID NORTHERLY PROLONGATION OF THE WEST LINE OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 240.57 FEET TO THE WESTERLY MOST CORNER OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, BEING A 4"x4" CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 29°34'18" EAST, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 437.49 FEET; THENCE SOUTH 40°50'18" EAST, CONTINUING ALONG SAID WESTERLY LINE OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 15.61 FEET TO AN INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE NASSAU RIVER (A TIDAL, NAVIGABLE WATER BODY); THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE AND THE MEANDERINGS THEREOF, A DISTANCE OF 645 FEET MORE OR LESS; THENCE EASTERLY CONTINUING ALONG SAID MEAN HIGH WATER LINE AND THE MEANDERINGS THEREOF, A DISTANCE OF 815 FEET MORE OR LESS; THENCE NORTHERLY ALONG THE MEAN HIGH WATER LINE OF SANTA JUANNA CREEK (A TIDAL, NAVIGABLE WATER BODY) AND THE MEANDERINGS THEREOF, A DISTANCE OF 750 FEET MORE OR LESS TO AN INTERSECTION WITH THE EASTERLY LINE OF AFORESAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180; THENCE NORTH 20°10'53" WEST, DEPARTING SAID MEAN HIGH WATER LINE, A DISTANCE OF 27.05 FEET TO A 4"x4" CONCRETE MONUMENT; THENCE NORTH 33°20'53" WEST CONTINUING ALONG SAID EASTERLY LINE OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 454.57 FEET TO A 4"x4" CONCRETE MONUMENT BEING THE NORTHERN MOST CORNER OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180; THENCE SOUTH 56°33'19" WEST, A DISTANCE OF 900.06 FEET TO AN INTERSECTION WITH AFORESAID WESTERLY MOST CORNER OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180 AND THE POINT OF BEGINNING.

LESS AND EXCEPT THE SUBMERGED LANDS OF THE STATE OF FLORIDA (NASSAU RIVER AND SANTA JUANNA CREEK).

CONTAINING 19.42 ACRES MORE OR LESS.

THE ABOVE DESCRIBED LANDS BEING A PORTION OF THE LANDS PREVIOUSLY DESCRIBED IN AFOREMENTIONED DEED BOOK 76, PAGE 180, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

TOGETHER WITH

LEGAL DESCRIPTION
(GOFFINSVILLE ROAD RIGHT-OF-WAY)

A PARCEL OF LAND SITUATE IN SECTION 45, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING 60 FEET IN WIDTH FOR RIGHT-OF-WAY PURPOSES FOR GOFFINSVILLE ROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 107 AT THE RIGHT-OF-WAY POINT OF TANGENCY OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1233.24 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 25°52'58" EAST, SAID POINT OF TANGENCY BEING LOCATED AT STATION 33+72.60 AS SHOWN ON DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SAID COUNTY ROAD NO. 107 (SECTION NO. 74050-2501); THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°19'23" AN ARC DISTANCE OF 93.05 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 61°57'21" WEST A DISTANCE OF 93.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°50'20" AN ARC DISTANCE OF 61.11 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 58°22'29" WEST A DISTANCE OF 61.10 FEET; THENCE SOUTH 20°44'32" EAST A DISTANCE OF 366.20 FEET TO THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN DEED BOOK 193, PAGE 293, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 33°36'38" EAST, ALONG THE EASTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 29.41 FEET TO THE NORTHERLY LINE OF LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 56°33'19" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 54.80 FEET; THENCE NORTH 20°44'32" WEST A DISTANCE OF 394.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.543 ACRES MORE OR LESS.

RESOLUTION NO. 2001-139

A RESOLUTION AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY TO PURCHASE THE GOFFINSVILLE TRACT AND AUTHORIZING THE CHAIRMAN OF THE BOARD TO EXECUTE A CONTRACT FOR SAID PROPERTY

WHEREAS, the Board of County Commissioners of Nassau County, Florida and the Trust for Public Land have agreed to the acquisition of property known as the "Goffinsville Tract"; and

WHEREAS, the Trust for Public Land intends to purchase said property and convey the property to the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners has reviewed the Contract for Sale and Purchase and agreed to the terms and conditions.

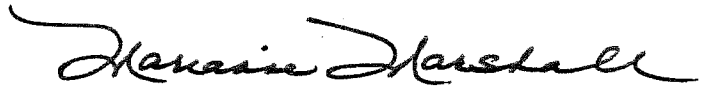
NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Nassau County, Florida, this 8th day of October 2001, that:

1. The Board of County Commissioners accepts the terms and conditions of the Contract for Sale and Purchase of the "Goffinsville Tract".
2. The Board of County Commissioners authorizes the Chairman to execute said contract and execute any

and all documents necessary for the closing on the property.

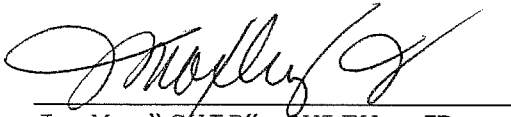
3. The Board of County Commissioners authorizes the expenditure of the funds necessary to acquire the property and directs the Clerk to issue from the credit line account any and all checks pursuant to the terms of the contract for Sale and Purchase.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



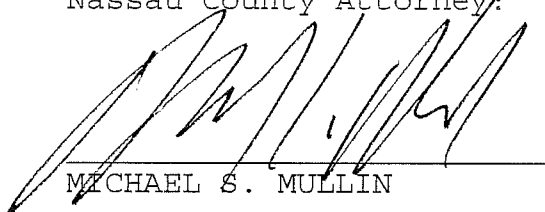
MARIANNE MARSHALL
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

DALE, BALD, SHOWALTER & MERCIER

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW

12/6/01

(904) 355-1155

200 WEST FORSYTH STREET, SUITE 1100
JACKSONVILLE, FLORIDA 32202-4308

FACSIMILE (904) 355-1520
E-MAIL: dbsmfla@dalebald.com

HOWARD L. DALE
WILLIAM A. BALD *
RUSSELL H. SHOWALTER, JR.
LEE F. MERCIER
MICHAEL A. CANDETO
JULIE SAIEG
SARAH P. REINER

* ALSO ADMITTED IN GEORGIA

December 4, 2001

Michael Mullin, Esq.
Nassau County Attorney
191 Nassau Place
Yulee, Florida 32097

BY U.S. MAIL
LETTER ALSO BY FAX TO (904) 491-3618

Re: Matanzas Packing Company-Goffinsville Property, Nassau County
Sale from The Trust for Public Land to Nassau County
Our File No.: 1963.0004 (C/R 1220.0203)

Dear Mr. Mullin:

Enclosed for your records is a closing documents binder in connection with the referenced transaction. Please note the original recorded special warranty deed and the original owner's policy of title insurance are located at Items 2 and 8, respectively.

We have received the original memorandum of trust (trust affidavit), warranty deed and trustee's deed regarding the right of way parcel and will be recording those documents and preparing an endorsement to the title policy deleting the ingress/egress exception. Please forward to our office a check in the amount of \$175.90, made payable to our firm's trust account, representing the following fees:

1. Recording fees:	
Memorandum of Trust	\$ 10.50
Trustee's Deed	24.00
Warranty Deed	15.00
2. Documentary stamp tax:	
Trustee's Deed	.70
Warranty Deed	.70
3. Title update charge	25.00
4. Preparation of endorsement	<u>100.00</u>
TOTAL	\$175.90

Michael Mullin, Esq.
December 4, 2001
Page 2

If you have any questions, do not hesitate to call me.

Very truly yours,

A handwritten signature in cursive script, reading "Michael A. Candeto".

Michael A. Candeto

cb
Enclosure

SELLER: The Trust for Public Land, a CA non-profit corporation

PURCHASER: Nassau County, a political subdivision of the State of Florida

CLOSING DATE: November 1, 2001

PROPERTY: Goffinsville Property, Nassau County, Florida

DBS&M File No.: 1963.0004 (C/R 1220.0203)

CLOSING BINDER INDEX

SELLER: The Trust for Public Land ("TPL"), a CA non-profit corporation
306 North Monroe Street
Tallahassee, Florida 32301

SELLER'S
COUNSEL: Peter Fodor, Esq. (TPL Florida Counsel)
306 North Monroe Street
Tallahassee, Florida 32301

PURCHASER: Nassau County, a political subdivision of the State of Florida
3163 Bailey Road
Fernandina Beach, Florida 32034

PURCHASER'S
COUNSEL: Michael Mullin, Esq.
P.O. Box 1010
Fernandina Beach, Florida 32035

CLOSING AGENT: Howard L. Dale, Esq.
Michael A. Candeto, Esq.
Dale, Bald, Showalter & Mercier, P.A. ("DBS&M")
200 West Forsyth Street, Suite 1100
Jacksonville, Florida 32202-4308

CLOSING DATE: October 31, 2001

PURCHASE AMOUNT: \$1,200,000.00

CLOSING PLACE: DBS&M

-
1. Purchase and Sale Agreement (unsigned copy)
 2. Special Warranty Deed (recorded original provided to Buyer)
 3. HUD-1 Settlement Statement
 4. Acknowledgment as to Legal Representation
 5. Title, Possession & Lien Affidavit
 6. Personal Undertaking (Gap) Affidavit
 7. Title commitment

8. Owner's Policy
9. Survey
10. Acknowledgment as to Receipt of Survey
11. Agreement between Nassau County and Sheffield/Trustees re: easement
12. Evidence that SouthTrust Bank is the successor-in-interest to American National Bank
13. Memorandum of Trust (recorded original to be provided to Buyer)
14. Warranty Deed and Trustee Deed (recorded originals to be provided to Buyer)
15. Resolution No. 2001-139

(7/19/01)

CONTRACT FOR SALE AND PURCHASE
(Goffinsville Tract)

This Contract for Sale and Purchase is entered into as of the _____ day of _____, 2001, by and between **NASSAU COUNTY**, a political subdivision of the state of Florida, hereinafter referred to as "Buyer" and **THE TRUST FOR PUBLIC LAND**, a California not for profit Corporation, whose address is 306 North Monroe Street, Tallahassee, Florida 32301-7622, hereinafter referred to as "Seller."

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Buyer and Seller agree as follows:

1. **REALTY:** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, that certain real property as described in Exhibit "A" attached hereto and made a part of this Contract (the "Real Property"), together with all tenements, hereditaments, privileges, servitudes, rights-of-reverter, and other rights appurtenant to real property, if any, and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the real property, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights benefiting the real property, if any. (All of the foregoing being referred to as the "Property").
2. **PURCHASE PRICE:** Buyer agrees to pay a purchase price of One Million Two Hundred Thousand Dollars (\$1,200,000.00) at closing by wire transfer or County check for the Property.
3. **INTEREST CONVEYED:** Seller agrees to convey good, marketable and insurable title by Special Warranty Deed. Buyer understands and acknowledges that Seller is not the current owner of the Property, and Seller's obligation to convey title to the Property and perform its obligations hereunder is contingent on Seller's acquisition of the Property from the current owner.
4. **SURVEY:** Seller shall obtain at its sole cost and expense, with reimbursement from Buyer at closing, a current certified survey of the Property prepared by a professional land surveyor licensed by the State of Florida, which meets the standards and requirements of Buyer (and which shall include, but not be limited to, the requirements of the Florida Communities Trust) ("Survey"). The survey shall be certified to Seller, Nassau County and the title insurer and the date of certification shall be within ninety (90) days before the date of closing, unless this ninety-day time period is waived by Buyer and by the title insurer for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. If the survey shows any encroachment on the land of others, the same shall be regarded as a title defect. The parties may agree to amend the legal description of the Property prior to closing to correspond to the legal description on the Survey and Title Commitment.

5. **TITLE INSURANCE:** Seller shall deliver to Buyer a marketable title insurance commitment, and after closing a marketable title policy (ALTA Form "B") from a title insurance company issuing marketable title of Buyer to the Property in the amount of the Purchase Price. 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 10 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.

6. **DEFECTS IN TITLE:** If the title insurance commitment or Survey furnished to Buyer pursuant to this Agreement discloses any defects in title, other than the permitted title exceptions shown on Exhibit B, which render the Property unmarketable, Seller shall, within 30 days remove said defects in title prior to Closing. If Seller is unsuccessful in removing the stated title defects within said time or if Seller fails to make a diligent effort to correct the title defects, Buyer shall have the option to either: (a) accept the title as it then is with no reduction in the Total Purchase Price, or (b) terminate this Agreement, thereupon releasing Buyer and Seller from all further obligations under this Agreement. Seller shall pay all reasonable recording fees for corrective instruments required hereunder. Should the estimated cost to cure said title defect, including survey matters as provided in Paragraph four (4), and except those matters shown on Exhibit B, exceed a sum which is equal to One Thousand and No/100 Dollars (\$1,000.00), Seller may elect to terminate this contract and neither party shall have any further obligations under this Contract.

7. **ENVIRONMENTAL SITE ASSESSMENT:**

a. Seller shall obtain at its sole cost and expense, with reimbursement from Buyer at closing, the report of an environmental site assessment ("ESA") which meets the standard of practice of the American Society of Testing Materials ("ASTM"). Seller shall use the services of competent, professional consultants with expertise in the environmental site assessing process to determine the existence and extent, if any, of Hazardous Materials on the Property. The examination of hazardous materials contamination shall be performed to the standard of practice of the ASTM. For Phase I environmental site assessment, such standard of practice shall be the ASTM Practice E 1527. If the Findings and Conclusions section of the assessment reports evidence of recognized environmental conditions, then a Phase II Environmental Site Assessment shall be performed to address any suspicions raised in the Phase I environmental site assessment and to confirm the presence of contaminants on site. For purposes of this Contract, "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 7.B.). The environmental site assessment shall be certified to Seller and Buyer and the date of certification shall be within 15 days before the date of closing.

b. **HAZARDOUS MATERIALS.** In the event that the environmental site assessment provided for in paragraph 7.a. confirms the presence of Hazardous Materials on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement, Seller shall, at its sole cost and expense and prior to the exercise of the option and Closing, cause the prompt and diligent assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials

("Environmental Law"). However, should the estimated cost of clean up of hazardous materials exceed a sum of One Thousand and No/100 Dollars (\$1,000.00), Seller may elect to terminate this contract and neither party shall have any further obligations under this Contract or Buyer may elect to proceed with closing on the date set herein, and take a credit for the clean up costs not to exceed One Thousand and No/100 Dollars (\$1,000.00) and Buyer shall pay all other clean up costs.

8. **CLOSING:** The purchase and sale transaction contemplated by this Agreement shall be closed on October 17, 2001, 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 special warranty deed to the Property meeting the requirements as to title in Paragraph 6 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 this Agreement.

9. **CLOSING EXPENSES AND PRORATIONS:** Buyer shall be responsible for recording fees on said Special Warranty Deed. Both Buyer and Seller are exempt from taxes on the deed pursuant to Section 201.02, Florida Statutes. At closing, Buyer will reimburse Seller its actual costs as evidenced by paid invoices for the appraisal of the property obtained by Seller, survey, title reports, closing fees, commitment, and Phase I Site Assessment which Seller obtained at its expense. All other expenses shall be paid by the party incurring the same.

10. **TIME:** Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary by Buyer's and Seller's attorneys to complete the conveyance in accordance with the terms of this contract. It is understood and agreed between the parties hereto that time is of the essence of all the terms, provisions, covenants and conditions of this Agreement.

11. **REMEDIES UPON DEFAULT:** In the event Seller defaults in the performance of any of Seller's obligations under this Agreement, Buyer shall have as its only remedy 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 sue for specific Performances, or to retain or to sell the Property to a third party, and to sue for damages for all losses resulting from Buyer's breach. If either party defaults under this Contract, the other nondefaulting party may waive the default.

12. **ATTORNEYS' FEES:** 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 collections), and in enforcement of any remedy.

13. **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 Agreement 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.

14. **DISCLOSURE.** Seller warrants that there are no facts known to Seller which materially affect the condition of the Property which have not been disclosed by Seller to Buyer or which are not readily observable to Buyer. Buyer shall satisfy itself with the condition of property prior to closing and Seller's representation shall be merged into the closing and shall not survive closing. The property is being sold by Seller, and accepted by Buyer, in its "As Is" condition, less normal wear and tear between date hereof and such closing.

15. **NOTICE.** 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:

As to Buyer: NASSAU COUNTY
 C/O Walt Gossett
 3163 Bailey Road
 Fernandina Beach, FL 32034
 Telephone: 904-321-5782
 Facsimile: 904-321-5784
 Cc: Michael S. Mullin, County Attorney

As to Sellers: TRUST FOR PUBLIC LAND
 C/O Beth A. Kostka
 306 North Monroe Street
 Tallahassee, Florida 32301-7622

With copies to: Pete Fodor, Esq.
 The Trust for Public Land
 306 North Monroe Street
 Tallahassee, Florida 32301-7622

16. **RIGHT TO ENTER PROPERTY:** Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Property for all lawful purposes in connection with this transaction provided that Buyer, as a political subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious acts, which result in claims or suits against either Buyer or Seller, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts. Nothing contained in this section shall be construed to be a waiver by buyer of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law.

17. **ACCESS:** Buyer and Seller acknowledge that the availability of legal ingress and egress to the property is uncertain, and Seller makes no representations or warranties, either express or implied, as to the availability of legal ingress or egress. Consequently, Buyer agrees to take title to the Property, whether or not there is legal ingress and egress, and assumes full responsibility for establishing legal ingress and egress, if necessary.

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

- (a) Seller has acquired fee simple title to the property; and
- (b) Buyer has delivered to Seller a certified copy of a resolution of Buyer authorizing execution of this Agreement, together with the opinion of Buyer'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 Buyer according to its terms; and
- (c) Buyer has agreed to accept the Survey and legal description provided by Seller 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.

18. **BROKERAGE:** Seller and Buyer represent and warrant that neither party has dealt with any real estate broker in connection with this Agreement

19. **SUCCESSORS AND ASSIGNS:** All terms, provision, covenants and conditions to be observed and performed by Buyer shall be applicable to and binding upon Buyer's respective administrators, successors and assigns.

20. **RECORDING:** This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners, Nassau County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Nassau County, Florida.

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

22. 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.

23. MISCELLANEOUS: The terms 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. 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, Seller 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.

24. ASSIGNMENT: Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other, which consent shall not be unreasonably withheld.

25. 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 Seller and Buyer.

IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Contract as of the day and year above written.

BUYER:

NASSAU COUNTY

Attest:

"Chip" Oxley, Clerk of
Circuit Court and ex-officio Clerk
To the Board of County Commissioners

BY: _____

Marianne Marshall, Chairwoman
Board of County Commissioners

Clerk

DATE: _____

Approved as to form and legal sufficiency.

Michael Mullin, COUNTY ATTORNEY

The foregoing was accepted and approved on the ____ day of _____, 2001, by Resolution No. _____ of the Board of County Commissioners of Nassau County, Florida.

SELLER:

THE TRUST FOR PUBLIC LAND

By: _____

Name: W. Dale Allen

Title: Senior Vice President

Date:

EXHIBIT "A"**LEGAL DESCRIPTION**

Land description as per Deed Book 76, Page 180, Public Records of Nassau County, Florida:

That tract of land that is part of section 45 TWP 2 north range 28 east and more particularly described as, beginning at a large stake at the mouth of the St Juans Creek near Nassau River (witness tree: a large pine south 10 degrees 30 minutes east 325 feet, a pine stump south 77 degrees east 11-4 feet) and from thence along the western line of St. Juans Creek with the original line of a five acre tract heretofore conveyed to Luther Braddock and now contained in this survey north 20 degrees west 660 feet to a large stake, thence parallel the creek to a stake near three small pines and a junction of two paths north 33 degrees 10 minutes west 455 feet, thence turning 90 degrees south 56 degrees 50 feet west 900 feet to a large stake, thence south 29 degrees 21 minutes east 438 feet to a large stake near the bank of the marsh, thence down the bank south 40 degrees 37 minutes east 834 feet and crossing the marsh near the open water thence with the northerly line of Nassau River and including the whole water front north 42 degrees 56 minutes east 691 feet to the place of beginning, containing 20 77/100 acres arable acres and 2 05/100 acres of marsh land total twenty-two 82/100 acres of which five and 63/100 acres have heretofore been conveyed to Luther Braddock.

Which is more particularly described as follows:

That certain tract or parcel of land being a part of section 45, township 2 north, range 28 east, Nassau County, Florida; and being more particularly described as follows:

Commence at the intersection of the easterly right of way line of Cook Road (a 60 foot right of way as now being established) with the southeasterly right of way line of County Road 107 (a 66 foot right of way as now established) and a point of curve; thence northeasterly along said curve and along said southeasterly right of way line of County Road 107, said curve being concave northwesterly and having a radius of 8238.88 feet and subtended by a chord bearing and distance of north 43 degrees 55 minutes 23 seconds east, 231.41 feet to a point of tangency; thence north 43 degrees 07 minutes 06 seconds east, continuing along said southeasterly right of way line of County Road 107, a distance of 820.96 feet to an intersection with a northerly prolongation of the west line of the lands described in Deed Book 76, Page 180, Nassau County, Florida, thence south 29 degrees 34 minutes 18 seconds west, departing said southeasterly right of way line of County Road 107 and along said northerly prolongation of the lands described in Deed Book 76, Page 180, a distance of 240.57 feet to the westerly most corner of said lands described in Deed Book 76, Page 180, being a 4 inch by 4 inch concrete monument and the point of beginning; thence continue south 29 degrees 34 minutes 18 seconds east along the westerly line of said lands described in Deed Book 76, Page 180, a distance of 437.49 feet to a 3/4 inch iron pipe; thence south 40 degrees 50 minutes 18 seconds east, continuing along said westerly line of said lands described in Deed Book 76, Page 180, a distance of 15.61 feet to an intersection with the mean high water line of the Nassau River (a tidal, navigable water body); thence southerly along said mean high water line and the meanderings thereof, a distance of 645 feet more or less; thence easterly continuing along said mean high water line and the meanderings thereof, a distance of 815 feet more or less; thence northerly along the mean high water line of Santa

Juanna Creek (a tidal, navigable water body) and the meanderings thereof, a distance of 750 feet more or less to an intersection with the easterly line of afore said lands described in Deed Book 76, Page 180; thence north 20 degrees 10 minutes 53 seconds west, departing said mean high water line, a distance of 27.05 feet to a 4 inch by 4 inch concrete monument; thence north 33 degrees 20 minutes 53 seconds west continuing along said easterly line of the lands described in Deed Book 76, Page 180, a distance of 454.57 feet to a 4 inch by 4 inch concrete monument being the northern most corner of said lands described in Deed Book 76, Page 180; thence south 56 degrees 33 minutes 19 seconds west, a distance of 900.06 feet an intersection with afore said westerly most corner of the lands described in Deed Book 76, Page 180 and the point of beginning.

Less and except the submerged lands of the State of Florida (Nassau River and Santa Juanna Creek).

Being a portion of the lands previously described in the aforementioned Deed Book 76, Page 180.

EXHIBIT "B"**PERMITTED TITLE EXCEPTIONS**

1. Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.
2. Taxes and assessments for the year 2001 and subsequent years.
3. Rights of all owners of land lying under and adjacent to Santa Juana Creek, and to the concurrent use of the waters of said Santa Juana Creek.
4. Notwithstanding the description of the land insured as shown of record and as reflected in Schedule A of this commitment/policy, commitment/policy insures only that part of said lands lying upland of the mean high water mark of the Nassau River and its tributaries.
5. Rights of the United States Government and/or the State of Florida arising under the United States Government control over navigable waters and the inalienable rights of the State of Florida in the land or waters of similar character as to any part of the premises herein described in Schedule A which may be artificially filled in lands in what was formerly navigable waters, and any accretions thereto.
6. The public records do not show any means of ingress or egress to or from the land, and, by reason thereof, this commitment does not, and any policy will not, insure any right of access to and from the land.

Doc# 209131797
Book: 1 7
Pages: 1697 - 1700
Filed & Recorded
11/05/2001 10:18:06 AM
J. M. OXLEY JR
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING \$ 17.00
TRUST FUND \$ 2.50

Book 1017 Page 1697

This Instrument Prepared By:
Peter Fodor
The Trust for Public Land
306 North Monroe Street
Tallahassee, Florida 32301

RETURN TO:
MICHAEL A. CANDETO
200 W. FORSYTH ST., SUITE 1100
JACKSONVILLE, FLORIDA 32202

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 31 day of October A.D. 2001, between **THE TRUST FOR PUBLIC LAND, a nonprofit California corporation**, whose address is 306 N. Monroe St., Tallahassee, FL 32301, GRANTOR, and **NASSAU COUNTY, a political subdivision of the State of Florida**, whose address is Post Office Box 1010, Fernandina Beach, Florida, 32035, GRANTEE.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said GRANTOR in hand paid by said GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE, and GRANTEE'S successors and assigns forever, the following described land situate, lying and being in Nassau County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Property Appraiser's Parcel ID Number: 45-2N-28-0000-0002-0000

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed, and to taxes for the current and subsequent years.

TO HAVE AND TO HOLD the same unto the said GRANTEE in fee simple forever.

AND the said GRANTOR does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the said GRANTOR, but against none other.

IN WITNESS WHEREOF the GRANTOR has executed these presents, the day and year first written.

**THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES
PURSUANT TO
CHAPTER 201.02(6), FLORIDA STATUTES.**

Rec 19.8

Signed, sealed and delivered in
the presence of:

Jaquay Washington
(Signature of first witness)

Jaquay Washington
(Printed name of first witness)

Stacy Savoie
(Signature of second witness)

STACY SAVOIE
(Printed Name of second witness)

**THE TRUST FOR PUBLIC LAND, a
non-profit California corporation**

BY: [Signature]
W. Dale Allen, Senior Vice President

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 31 day of
October, 2001, by W. Dale Allen as Senior Vice President of **THE TRUST
FOR PUBLIC LAND, a non-profit California corporation**, on behalf of said
corporation. He is personally known to me.

Stacy Savoie
Notary Public

(NOTARY PUBLIC SEAL)



Stacy Savoie
MY COMMISSION # CC945147 EXPIRES
October 31, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT A

LEGAL DESCRIPTION
GOFFINSVILLE PROPERTY
OCTOBER 17, 2001

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF SECTION 45, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF COOK ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW BEING ESTABLISHED) WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107 (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND A POINT OF CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 8238.88 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°55'23" EAST, A DISTANCE OF 231.41 FEET TO A POINT OF TANGENCY; THENCE NORTH 43°07'06" EAST, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107, A DISTANCE OF 820.96 FEET TO AN INTERSECTION WITH A NORTHERLY PROLONGATION OF THE WEST LINE OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, NASSAU COUNTY, FLORIDA; THENCE SOUTH 29°34'18" EAST, DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107 AND ALONG SAID NORTHERLY PROLONGATION OF THE WEST LINE OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 240.57 FEET TO THE WESTERLY MOST CORNER OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, BEING A 4"x4" CONCRETE MONUMENT AND THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 29°34'18" EAST, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 437.49 FEET; THENCE SOUTH 40°50'18" EAST, CONTINUING ALONG SAID WESTERLY LINE OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 15.61 FEET TO AN INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE NASSAU RIVER (A TIDAL, NAVIGABLE WATER BODY); THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE AND THE MEANDERINGS THEREOF, A DISTANCE OF 645 FEET MORE OR LESS; THENCE EASTERLY CONTINUING ALONG SAID MEAN HIGH WATER LINE AND THE MEANDERINGS THEREOF, A DISTANCE OF 815 FEET MORE OR LESS; THENCE NORTHERLY ALONG THE MEAN HIGH WATER LINE OF SANTA JUANNA CREEK (A

TIDAL, NAVIGABLE WATER BODY) AND THE MEANDERINGS THEREOF, A DISTANCE OF 750 FEET MORE OR LESS TO AN INTERSECTION WITH THE EASTERLY LINE OF AFORESAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180; THENCE NORTH 20°10'53" WEST, DEPARTING SAID MEAN HIGH WATER LINE, A DISTANCE OF 27.05 FEET TO A 4"x4" CONCRETE MONUMENT; THENCE NORTH 33°20'53" WEST CONTINUING ALONG SAID EASTERLY LINE OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 454.57 FEET TO A 4"x4" CONCRETE MONUMENT BEING THE NORTHERN MOST CORNER OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180; THENCE SOUTH 56°33'19" WEST, A DISTANCE OF 900.06 FEET TO AN INTERSECTION WITH AFORESAID WESTERLY MOST CORNER OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180 AND THE POINT OF BEGINNING.

LESS AND EXCEPT THE SUBMERGED LANDS OF THE STATE OF FLORIDA (NASSAU RIVER AND SANTA JUANNA CREEK).

THE ABOVE DESCRIBED LANDS BEING A PORTION OF THE LANDS PREVIOUSLY DESCRIBED IN AFOREMENTIONED DEED BOOK 76, PAGE 180, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

Settlement Statement Page 3

This page is attached to and made part of the Settlement Statement in the matter described on Page 1 of the Settlement Statement.

I have carefully reviewed this Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

Borrower(s) Nassau County, a political subdivision of the State of Florida Seller(s)

The Trust for Public Land, a non-profit California corporation

By: _____ 11/01/01
Marianne Marshall, Chairwoman, Board of County
Commissioners

By:  11/01/01
Peter Podor, Florida Counsel

The Settlement Statement which I have prepared is a true and accurate account of funds received and funds disbursed or to be disbursed for this transaction.

11/01/01 _____ Michael Candeto, Settlement Agent

This page is attached to and made part of the Settlement Statement in the matter described on Page 1 of the Settlement Statement.

I have carefully reviewed this Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

Borrower(s) Nassau County, a political subdivision of the State of Florida

Seller(s) The Trust for Public Land, a non-profit California corporation

By:  11/01/01
Marianne Marshall, Chairwoman, Board of County Commissioners

By: _____ 11/01/01
Peter Fodor, Florida Counsel

The Settlement Statement which I have prepared is a true and accurate account of funds received and funds disbursed or to be disbursed for this transaction.

11/01/01



Michael Candeto, Settlement Agent

Balance Sheet - 53541-531-D

Buyer/Borrower	Nassau County, a political subdivision of the State of Florida		
Seller	The Trust for Public Land		
Property Location	19.42 acres - a portion of Section 45 Township 2 North Range 28 East, Nassau County, Florida	Lender	
Settlement Date	11/01/01	Settlement Agent	Michael Candeto, for The Trust for Public Land

Incoming Funds

Buyer/Borrower	1,217,059.00
Total Incoming Funds	1,217,059.00

Disbursements

Cash at settlement to seller	The Trust for Public Land	1,200,019.50
Settlement or closing fee	Dale, Bald, Showalter & Mercier	250.00
Abstract or title search	Dale, Bald, Showalter & Mercier	250.00
Title insurance	Dale, Bald, Showalter & Mercier	3,430.00
Recording fees, Deed \$19.50		19.50
Survey	Manzie & Drake Land Surveying	5,440.00
Appraisal	Lampe, Roy & Associates, Inc.	4,800.00
ESA, Phase I	ECT, Inc.	2,850.00
Total Disbursements		1,217,059.00

Buyer's Closing Statement - 53541-531-D

Buyer/Borrower	Nassau County, a political subdivision of the State of Florida		
Seller	The Trust for Public Land		
Property Location	19.42 acres - a portion of Section 45 Township 2 North Range 28 East, Nassau County, Florida	Lender	
Settlement Date	11/01/01	Settlement Agent	Michael Candeto, for The Trust for Public Land

Debits

Contract sales price		1,200,000.00
reimbursement of recording fees-Aquisition		19.50
Settlement or closing fee	Dale, Bald, Showalter & Mercier	250.00
Abstract or title search	Dale, Bald, Showalter & Mercier	250.00
Title insurance	Dale, Bald, Showalter & Mercier	3,430.00
Recording fees		19.50
Survey	Manzie & Drake Land Surveying	5,440.00
Appraisal	Lampe, Roy & Associates, Inc.	4,800.00
ESA, Phase I	ECT, Inc.	2,850.00
	Total Debits	1,217,059.00

Credits


	Total Credits	0.00
--	----------------------	-------------

Balance Due From Buyer	1,217,059.00
-------------------------------	---------------------

APPROVAL

The undersigned hereby acknowledges receipt of a copy of the foregoing statement, agrees to the accuracy thereof, and approves and authorizes the disbursements reflected above.

Nassau County, a political subdivision of the State of Florida

By  11/01/01
Marianne Marshall, Chairwoman, Board of County Commissioners

Seller's Closing Statement - 53541-531-D

Buyer/Borrower Nassau County, a political subdivision of the State of Florida
Seller The Trust for Public Land
Property Location 19.42 acres - a portion of Section 45 Township 2 North Range 28 East, Nassau County, Florida Lender
Settlement Date 11/01/01 Settlement Agent Michael Candeto, for The Trust for Public Land

Credits

Contract sales price 1,200,000.00
reimbursement of recording fees-Aquisition 19.50

Total Credits 1,200,019.50

Debits

Total Debits 0.00

Balance Due To Seller 1,200,019.50


APPROVAL

The undersigned hereby acknowledges receipt of a copy of the foregoing statement, agrees to the accuracy thereof, and approves and authorizes the disbursements reflected above.

The Trust for Public Land, a non-profit California corporation


By: Peter Fodor 11/01/01
Peter Fodor, Florida Counsel

ATTEST:



J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

A. Settlement Statement

U.S. Department of Housing
and Urban Development

HUD-1 (3/86) OMB No. 2502-0265

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number 53541-531-D	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower Nassau County, a political subdivision of the State of Florida 3163 Bailey Road Fernandina Beach, Florida 32034	E. Name and Address of Seller The Trust for Public Land 306 N. Monroe Street Tallahassee, Florida 32301	F. Name and Address of Lender
---	--	-------------------------------

G. Property Location 19.42 acres - a portion of Section 45 Township 2 North Range 28 East, Nassau County, Florida	H. Settlement Agent Michael Candeto, for The Trust for Public Land Place of Settlement Dale, Bald, Showalter & Mercier 200 W. Forsyth Street Suite 1100 Jacksonville, Florida 32202	I. Settlement Date 11/01/01
--	---	--------------------------------

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	1,200,000.00	401. Contract sales price	1,200,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	17,039.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110. reimbursement of recording fees-Aquisition	19.50	410. reimbursement of recording fees-Aquisition	19.50
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	1,217,059.00	420. Gross Amount Due To Seller	1,200,019.50
500. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
501. Deposit or earnest money		501. Excess deposit (see instructions)	
502. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	0.00
503. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
504.		504. Payoff of first mortgage loan	
505.		505. Payoff of second mortgage loan	
506.		506.	
507.		507.	
508.		508.	
509.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
510. City/town taxes to		510. City/town taxes to	
511. County taxes to		511. County taxes to	
512. Assessments to		512. Assessments to	
513.		513.	
514.		514.	
515.		515.	
516.		516.	
517.		517.	
518.		518.	
519.		519.	
20. Total Paid By/For Borrower	0.00	520. Total Reduction Amount Due To Seller	0.00
600. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
601. Gross Amount due from borrower (line 120)	1,217,059.00	601. Gross amount due to seller (line 420)	1,200,019.50
602. Less amounts paid by/for borrower (line 220)	(0.00)	602. Less reductions in amt. due seller (line 520)	(0.00)
03. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	1,217,059.00	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	1,200,019.50

L. Settlement Charges

Settlement Statement Page 2

700. Total Sales/Broker's Commission based on price \$ @ % =		Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
Division of Commission (line 700) as follows:			
701. \$	to		
702. \$	to		
703. Commission paid at Settlement			
704.			
800. Items Payable In Connection With Loan			
801. Loan Origination Fee	%		
802. Loan Discount	%		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Lender's Inspection Fee			
806. Mortgage Insurance Application Fee to			
807. Assumption Fee			
808.			
809.			
810.			
811.			
812.			
813.			
814.			
900. Items Required By Lender To Be Paid In Advance			
901. Interest from	to @ \$ /day		
902. Mortgage Insurance Premium for	months to		
903. Hazard Insurance Premium for	years to		
904.	years to		
905.			
1000. Reserves Deposited With Lender			
1001. Hazard Insurance	months @ \$ per month		
1002. Mortgage Insurance	months @ \$ per month		
1003. City property taxes	months @ \$ per month		
1004. County property taxes	months @ \$ per month		
1005. Annual assessments	months @ \$ per month		
1006.	months @ \$ per month		
1007.	months @ \$ per month		
1008. Aggregate adjustment	months @ \$ per month		
1100. Title Charges			
1101. Settlement or closing fee	to Dale, Bald, Showalter & Mercier	250.00	
1102. Abstract or title search	to Dale, Bald, Showalter & Mercier	250.00	
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to		
1106. Notary fees	to		
1107. Attorney's fees	to		
(includes above items numbers:)			
1108. Title insurance	to Dale, Bald, Showalter & Mercier	3,430.00	
(includes above items numbers:)			
1109. Lender's coverage	\$		
1110. Owner's coverage	\$		
1111.			
1112.			
1113.			
1200. Government Recording and Transfer Charges			
1201. Recording fees: Deed \$19.50 ; Mortgage \$; Release \$		19.50	
1202. City/county tax/stamps: Deed \$; Mortgage \$			
1203. State tax/stamps: Deed \$; Mortgage \$			
1204.			
1205.			
1300. Additional Settlement Charges			
1301. Survey to Manzie & Drake Land Surveying		5,440.00	
1302. Pest inspection to			
1303. Appraisal to Lampe, Roy & Associates, Inc.		4,800.00	
1304. ESA, Phase I to ECT, Inc.		2,850.00	
1305.			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		17,039.50	0.00

ACKNOWLEDGMENT AS TO LEGAL REPRESENTATION


The undersigned hereby acknowledge to and agree with DALE, BALD, SHOWALTER & MERCIER, P.A., a Florida professional service corporation (the "Law Firm"), as follows:

1. The undersigned acknowledge that the undersigned, THE TRUST FOR PUBLIC LAND, a California corporation not for profit ("Seller"), is the owner of certain real property, and that the undersigned, NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida ("Purchaser"), is the buyer of said real property, for a purchase price of \$1,200,000.00.
2. The undersigned also acknowledge that, notwithstanding any statements to the contrary in any of the closing documents to be executed in connection with said real estate transaction, the Law Firm is acting as closing agent for said real estate transaction, as the Seller and Purchaser have requested, for their convenience; and the Law Firm does not represent either of such parties, each of which has its own legal counsel.
3. The undersigned further acknowledge that they have been advised that there may exist actual or potential conflicts of interest between them, owing to the nature of the real estate transaction and the fact that the Law Firm has been asked to act as closing agent for said real estate transaction; and the undersigned knowingly waive the right to complain of the existence of any such conflict of interest in connection with this or any prior transactions, and request that the Law Firm act as the closing agent for said real estate transaction.

DATED this 1ST day of November, 2001.

THE TRUST FOR PUBLIC LAND,
a California corporation not for profit

NASSAU COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: 
Name: Peter Fodas
Title: Florida Counsel
Authorized Signatory

By: _____
Name: _____
Title: _____
Authorized Signatory

Accepted by:

DALE, BALD, SHOWALTER & MERCIER, P.A.,
a Florida professional service corporation

By: _____
Attorney

ACKNOWLEDGMENT AS TO LEGAL REPRESENTATION

The undersigned hereby acknowledge to and agree with DALE, BALD, SHOWALTER & MERCIER, P.A., a Florida professional service corporation (the "Law Firm"), as follows:

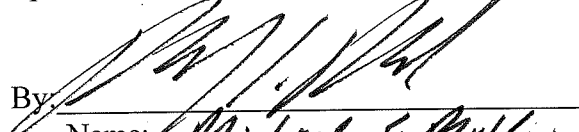
1. The undersigned acknowledge that the undersigned, THE TRUST FOR PUBLIC LAND, a California corporation not for profit ("Seller"), is the owner of certain real property, and that the undersigned, NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida ("Purchaser"), is the buyer of said real property, for a purchase price of \$1,200,000.00.
2. The undersigned also acknowledge that, notwithstanding any statements to the contrary in any of the closing documents to be executed in connection with said real estate transaction, the Law Firm is acting as closing agent for said real estate transaction, as the Seller and Purchaser have requested, for their convenience; and the Law Firm does not represent either of such parties, each of which has its own legal counsel.
3. The undersigned further acknowledge that they have been advised that there may exist actual or potential conflicts of interest between them, owing to the nature of the real estate transaction and the fact that the Law Firm has been asked to act as closing agent for said real estate transaction; and the undersigned knowingly waive the right to complain of the existence of any such conflict of interest in connection with this or any prior transactions, and request that the Law Firm act as the closing agent for said real estate transaction.

DATED this 1st day of November, 2001.

THE TRUST FOR PUBLIC LAND,
a California corporation not for profit

By: _____
Name: _____
Title: _____
Authorized Signatory

NASSAU COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: 
Name: Michael S. Mullin
Title: N. County Attorney
Authorized Signatory

Accepted by:

DALE, BALD, SHOWALTER & MERCIER, P.A.,
a Florida professional service corporation

By: 
Attorney

TITLE, POSSESSION & LIEN AFFIDAVIT

W. Dale Allen ("Affiant"), being first duly sworn, deposes and says that Affiant on behalf of Seller (as hereinafter defined) makes these representations to Nassau County, a political subdivision of the State of Florida ("Purchaser"), and to Dale, Bald, Showalter, Merceir, P. A. and Ticor Title Insurance Company (collectively, "title insurer"), to induce Purchaser to purchase and title insurer to insure the fee simple title to that certain real property described below, and Affiant further states:

1. That the Affiant is the Senior Vice President of **THE TRUST FOR PUBLIC LAND, a nonprofit California corporation** ("Seller") and in such capacity has personal knowledge of the matters set forth herein, and he has been authorized by the Seller to make this Affidavit on Seller's behalf.
2. Seller is the sole owner in fee simple and now in possession of the real property together with the improvements located thereon described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof
(hereinafter the "Property").
3. The Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for easements, restrictions, or other title matters listed in the schedule of exceptions in the title insurance commitment to insure the fee simple title to be received by Purchaser.
4. There are no matters pending against the Seller that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title between the last title insurance commitment effective date, and the recording of the fee simple title to be insured, and the Seller has not and will not execute any instrument that would adversely affect the fee simple title to be insured.
5. Seller has undisputed possession of the Property; there is no other person or entity in possession or who has any possessory right in the Property; and Seller knows of no defects in the fee simple title to the Property.
6. No "Notice of Commencement" has been recorded which pertains to the Property since the last title insurance commitment effective date, there are no unrecorded laborer's, mechanic's or materialmen's liens against the Property, and no material has been furnished to the Property for which payment has not been paid in full.
7. Within the past 90 days there have been no improvements, alterations, or repairs to the Property for which the costs thereof remain unpaid, and that within the past 90 days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid.
8. There are not due, or to come due, unpaid bills, liens or assessments for mowing, water, sanitary sewers, paving or other public utilities, or improvements made by any governmental authority. Should any bill be found which relates to the period of Seller's possession, Seller will pay such bill upon demand. No notice has been received of any public hearing regarding future or pending zoning changes, or assessments for improvements by any governmental authority.
9. There are no unrecorded deeds, agreements for deed, judgments, liens, mortgages, easements or rights of way for users, or adverse interests with respect to the Property.
10. If this is improved Property that Seller is the owner of, there are no claims, liens or security interests whatsoever of any kind or description against the furniture, fixtures, equipment and personal property located in the improvements on the Property and sold as part of this transaction. All tangible personal property taxes are paid in full.

11. There are no existing contracts for sale affecting the Property except for the contract between Seller and Purchaser.
12. There is no civil action pending which involves the Property in any way.
13. There are no federal tax claims, liens or penalties assessed against the Seller either individually or in any other capacity.
14. No proceedings in bankruptcy have ever been brought by or against Seller, nor has an assignment for the benefit of creditors been made at anytime, nor is there now in effect any assignment of rents of the Property or any part thereof.
15. The real estate taxes will be paid to the date of closing pursuant to Section 196.295, Florida Statutes.
16. That Seller is not a "non-resident alien" for the purposes of United States income taxation, nor is Seller a "foreign person" (as such term is defined in Section 1445 of the Internal Revenue Code of the United States and its related Income Tax Regulations); that Seller's **F.E.I. Number is 23-7222333**; that Seller understands that the certification made in this Paragraph may be disclosed to the Internal Revenue Service by the Purchaser; that any false statement contained in this paragraph could be punished by fine, imprisonment, or both; and that the information contained in this paragraph is true and correct and as provided under penalties of perjury.
17. Seller has no knowledge as to any hazardous substances (as defined by any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree) present on the Property. There has been no production, placement, disposal, storage, release or discharge on or from the Property of any hazardous substances, and there are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. Seller has received no warning notices, notices of violation, administrative complaints, judicial complaints or other formal or informal notices from any governmental agency alleging that conditions on the Property are in violation of environmental laws, regulations, ordinances or rules.
18. This Affidavit is executed in duplicate, each of which shall be considered an original, with one original to be delivered to the Purchaser and one original to be delivered to the title insurer.

THIS AFFIDAVIT is made pursuant to Section 627.7842, Florida Statutes, for the purpose of inducing the Purchaser to close and the title insurer to insure the fee simple title to the Property and to disburse the proceeds of the sale. Seller intends for Purchaser and the title insurer to rely on these representations.

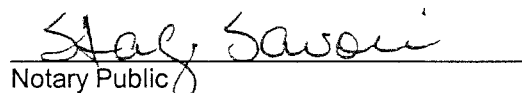
THE TRUST FOR PUBLIC LAND, a non-profit California corporation



W. Dale Allen, Senior Vice President

STATE OF FLORIDA
COUNTY OF LEON

SWORN TO and subscribed before me this 31 day of October, 2001, by W. Dale Allen, as Senior Vice President of **THE TRUST FOR PUBLIC LAND, a nonprofit California corporation**, on behalf of said corporation. He is personally known to me.


Notary Public

(NOTARY PUBLIC SEAL)



Stacy Savoie
MY COMMISSION # CC945147 EXPIRES
October 31, 2002

EXHIBIT A

LEGAL DESCRIPTION
GOFFINSVILLE PROPERTY
OCTOBER 17, 2001

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF SECTION 45, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF COOK ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW BEING ESTABLISHED) WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107 (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND A POINT OF CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 8238.88 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°55'23" EAST, A DISTANCE OF 231.41 FEET TO A POINT OF TANGENCY; THENCE NORTH 43°07'06" EAST, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107, A DISTANCE OF 820.96 FEET TO AN INTERSECTION WITH A NORTHERLY PROLONGATION OF THE WEST LINE OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, NASSAU COUNTY, FLORIDA; THENCE SOUTH 29°34'18" EAST, DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107 AND ALONG SAID NORTHERLY PROLONGATION OF THE WEST LINE OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 240.57 FEET TO THE WESTERLY MOST CORNER OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, BEING A 4"x4" CONCRETE MONUMENT AND THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 29°34'18" EAST, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 437.49 FEET; THENCE SOUTH 40°50'18" EAST, CONTINUING ALONG SAID WESTERLY LINE OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 15.61 FEET TO AN INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE NASSAU RIVER (A TIDAL, NAVIGABLE WATER BODY); THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE AND THE MEANDERINGS THEREOF, A DISTANCE OF 645 FEET MORE OR LESS; THENCE EASTERLY CONTINUING ALONG SAID MEAN HIGH WATER LINE AND THE MEANDERINGS THEREOF, A DISTANCE OF 815 FEET MORE OR LESS; THENCE NORTHERLY ALONG THE MEAN HIGH WATER LINE OF SANTA JUANNA CREEK (A

TIDAL, NAVIGABLE WATER BODY) AND THE MEANDERINGS THEREOF, A DISTANCE OF 750 FEET MORE OR LESS TO AN INTERSECTION WITH THE EASTERLY LINE OF AFORESAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180; THENCE NORTH 20°10'53" WEST, DEPARTING SAID MEAN HIGH WATER LINE, A DISTANCE OF 27.05 FEET TO A 4"x4" CONCRETE MONUMENT; THENCE NORTH 33°20'53" WEST CONTINUING ALONG SAID EASTERLY LINE OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 454.57 FEET TO A 4"x4" CONCRETE MONUMENT BEING THE NORTHERN MOST CORNER OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180; THENCE SOUTH 56°33'19" WEST, A DISTANCE OF 900.06 FEET TO AN INTERSECTION WITH AFORESAID WESTERLY MOST CORNER OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180 AND THE POINT OF BEGINNING.

LESS AND EXCEPT THE SUBMERGED LANDS OF THE STATE OF FLORIDA (NASSAU RIVER AND SANTA JUANNA CREEK).

THE ABOVE DESCRIBED LANDS BEING A PORTION OF THE LANDS PREVIOUSLY DESCRIBED IN AFOREMENTIONED DEED BOOK 76, PAGE 180, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

PERSONAL UNDERTAKING (GAP)

WHEREAS, TICOR TITLE INSURANCE COMPANY (hereinafter referred to as the "Company") is about to issue its title insurance policy or policies or commitments therefor (being Ticor Commitment No.: 160100021 in File No. 1220.0203 [C/R DBS&M File No. 1963.0004]) (all hereinafter referred to as the "Title Insurance Policy") with respect to the land therein described; and

WHEREAS, the Company has raised as title exceptions on the Title Insurance Policy certain defects, liens, encumbrances, adverse claims, or other matters, all hereinafter referred to as "Exceptions to Title" described as follows:

All rights, interest, liens, claims, encumbrances, or defects in title or any of them, or any rights existing by reason of the consequence thereof or growing out thereof, caused or resulting by or through the actions of THE TRUST FOR PUBLIC LAND during the time period of ownership of the subject property by THE TRUST FOR PUBLIC LAND, during the time period (if any) from the time of the recording of the Special Warranty Deed from MATANZAS PACKING COMPANY to THE TRUST FOR PUBLIC LAND, through the time of the recording of the Special Warranty Deed from THE TRUST FOR PUBLIC LAND to NASSAU COUNTY;

WHEREAS, the Company has been requested to issue the Title Insurance Policy, and may hereafter in the ordinary course of its business issue a title insurance policy or policies or commitments therefor in the forms now or then commonly used by the Company with respect to the land or some part or parts thereof, or interests therein (all of the foregoing being hereafter referred to as "Future Policies or Commitments"), either free and clear of all mention of the aforesaid Exceptions to Title or insuring against loss or damage by reason thereof;

NOW, THEREFORE, in consideration of the issuance of the Title Insurance Policy and the payment of \$1.00 to the undersigned by the Company, the sufficiency and receipt of which is hereby acknowledged, the undersigned, for itself, its heirs, personal representatives and assigns, do hereby covenant and agree with the Company (1) to forever fully protect, defend and save the Company and its agents harmless from and against all the Exceptions to Title, in and from any and all loss, costs, damages, attorney's fees, and expenses of every kind and nature which the Company or its agents may suffer, expend or incur under, or by reason, or in consequence of the Title Insurance Policy on account, or in consequence, or growing out of the Exceptions to Title, or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereafter arising, or which may be claimed to exist under, or by reason, or in consequence, or growing out of the Exceptions to Title or any of them; (2) to provide for the defense, at its own expense, on behalf and for the protection of the Company, its agents and the parties insured or who may become insured, against loss or damage under the Title Insurance Policy (but without prejudice to the right of the Company and its agents to defend if they so elect) in all litigation consisting of actions or proceedings based on any Exceptions to Title which may be asserted or attempted to be asserted, established or enforced in, to, upon, against, or with respect to the land or any part thereof, or interest therein; (3) to pay, discharge, satisfy or remove all the Exceptions to Title on or before November 30, 2001; and (4) that each and every provision herein shall extend and be in force concerning Future Policies or Commitments.

The foregoing notwithstanding, it is hereby covenanted and agreed, and expressly made a part of this agreement, that the liability of the undersigned hereunder shall cease and determine at such time as the Company shall have completed all of its various title searches (covering the time period (if any) from the time of the recording of the Special Warranty Deed from MATANZAS PACKING COMPANY to THE TRUST FOR PUBLIC LAND, through the time of the recording of the Special Warranty Deed from THE TRUST FOR PUBLIC LAND to NASSAU COUNTY) required for the issuance of the above policy; provided, however, that (1) no rights, interests, liens, claims, encumbrances, or defects in title or any of them, or any rights existing by reason or in consequence thereof or growing out thereof are disclosed by said various title searches and examination thereof; (2) there is then pending no suit, action, or proceeding, either direct or collateral, to assert, establish, or enforce the said mentioned rights, interests, liens, claims, encumbrances, or defects of title, or any of them, or any rights existing or arising by reason or in consequence thereof or growing out thereof; (3) that no judgment, order, or decree rendered in any such proceeding remains unsatisfied; and (4) that the undersigned is not in default in the performance of any of the terms, covenants, and conditions hereof.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of this 1st day of November, 2001.

WITNESSES:

THE TRUST FOR PUBLIC LAND,
a California corporation not for profit

Carol Penrose
Type or Print Name: CAROL PENROSE By: Peter Fodor
Its: Florida Counsel

Stacy Savoie
Type or Print Name: STACY SAVOIE

STATE OF FLORIDA
COUNTY OF Leon

Execution of the foregoing Personal Undertaking (Gap) Affidavit was acknowledged before me this 1 day of November, 2001, by Peter Fodor, as Florida Counsel of THE TRUST FOR PUBLIC LAND, on behalf of the corporation. He/She ☒ is personally known to me or ☐ produced _____ as identification.

Stacy Savoie
Notary Public, State of Florida at Large

[Notarial Seal]

Name Typed or Printed
My Commission Expires:



Stacy Savoie
MY COMMISSION # CC945147 EXPIRES
October 31, 2002
BONDED THRU TROY FAIR INSURANCE, INC.

TICOR TITLE INSURANCE

Commitment for Title Insurance

American Land
Title Association
Commitment - 1966

TICOR TITLE INSURANCE COMPANY, a California corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof

by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 180 days after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until countersigned below by an authorized signatory of the Company.

Issued by:
DALE, BALD, SHOWALTER,
MERCIER, P.A.
200 W FORSYTH STREET
SUITE 1100
JACKSONSVILLE, FL 32202-4308
(904) 355-1155

TICOR TITLE INSURANCE COMPANY

By

President

Attest

Secretary

Authorized Signatory

Conditions and Stipulations

1. The term "mortgage," when used herein, shall include deed of trust, trust deed or other security instrument.

2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to Paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

**A.L.T.A. COMMITMENT
TICOR TITLE INSURANCE COMPANY
SCHEDULE A**

Office File Number
1220.0203

Effective Date
~~October 12, 2001~~
~~at 5:00 pm~~

Commitment Number
160100021

1. Policy or Policies to be issued:
OWNER'S POLICY (10-17-92)
with Florida Modifications
Proposed Insured:

*Recording Date MAZ
of Special 10/31/01
Warranty Deed*

\$1,200,000.00

THE TRUST FOR PUBLIC LAND, a charitable, non-profit California corporation

Policy to be issued:
OWNER'S POLICY (10-17-92)
with Florida Modifications
Proposed Insured:

*MAZ 10/31/01 - this marked-down commitment applies
only to The Trust for Public Land*

\$1,200,000.00

NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a Fee Simple, and title thereto is at the effective date hereof vested in:

MATANZAS PACKING COMPANY, a Florida corporation (as to Fee Parcel)

WILLIAM F. SHEFFIELD, as to a 1/2 undivided interest, and AMERICAN NATIONAL BANK OF FLORIDA, a national banking association, HERMAN TOMLINSON, and HERBERT TOMLINSON, all as Trustees under that certain Trust Agreement dated May 29, 1990, wherein JOHN W. LEE is settlor, as to a 1/2 undivided interest (as to Easement Parcel)

3. The Land is described as follows:

SEE EXHIBIT 'A' ATTACHED HERETO

*- this exhibit replaces the Exhibit A attached
to the commitment is previously issued.*

MAZ 10/31/01

*Fee Parcel only is included in this commitment
as of 10/31/01.*

MAZ 10/31/01

A.L.T.A. COMMITMENT
TICOR TITLE INSURANCE COMPANY
SCHEDULE B - Section 1

REVISED

Commitment Number 160100021

I. The following are requirements to be complied with:

1. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

(Special MAC 10/31/01)

- a.) Warranty Deed from MATANZAS PACKING COMPANY, a Florida corporation, to THE TRUST FOR PUBLIC LAND, a charitable, non-profit California corporation, conveying the land described in Schedule A. (NOTE: If the proposed instrument of conveyance is to be executed by an Officer other than a Chief Executive Officer, President or Vice President, a certified Resolution authorizing said Officer to sign on behalf of the corporation must be recorded.)

*Satisfied
MAC 10/31/01*

- b.) Warranty Deed from THE TRUST FOR PUBLIC LAND, a charitable, non-profit California corporation, to NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, conveying the land described in Schedule A. (NOTE: If the proposed instrument of conveyance is to be executed by an Officer other than a Chief Executive Officer, President or Vice President, a certified Resolution authorizing said Officer to sign on behalf of the corporation must be recorded.)

N/A

2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.

*Satisfied
MAC 10/31/01*

3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

*Satisfied
MAC 10/31/01*

4. Satisfactory evidence must be furnished showing that MATANZAS PACKING COMPANY, a corporation organized under the laws of Florida, is currently in good standing in that state.

*Satisfied
MAC 10/31/01*

5. Satisfactory evidence must be furnished showing that THE TRUST FOR PUBLIC LAND, a charitable, non-profit corporation organized under the laws of California, is currently in good standing in that state.

*Satisfied
MAC 10/31/01*

6. Record in the public records of Nassau County, Florida, a Grant of Easement from WILLIAM F. SHEFFIELD, individually, and AMERICAN NATIONAL BANK OF FLORIDA, a national banking association, HERMAN TOMLINSON, and HERBERT TOMLINSON, all as Trustees under that certain Trust Agreement dated May 29, 1990, wherein JOHN W. LEE is settlor, to NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, conveying an easement for ingress and egress over and across the "Easement Parcel" as described on Schedule A.

7. A recordable Affidavit stating that the Trust Agreement dated May 29, 1990, wherein JOHN W. LEE is settlor, has not been amended or modified, except as heretofore disclosed, and that the Trust is still in full force and effect. Said Affidavit should also recite the name(s) of the Trustee(s) currently empowered, if different from the original Trustee(s), to execute the conveyance of the insured land.

End of Schedule B - Section 1

MAC

MAC 10/31/01

LEGAL DESCRIPTION
GOFFINSVILLE PROPERTY AND PROPOSED 60 FOOT RIGHT-OF-WAY
OCTOBER 17, 2001

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF SECTION 45, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF COOK ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW BEING ESTABLISHED) WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107 (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND A POINT OF CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 8238.88 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°55'23" EAST, A DISTANCE OF 231.41 FEET TO A POINT OF TANGENCY; THENCE NORTH 43°07'06" EAST, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107, A DISTANCE OF 820.96 FEET TO AN INTERSECTION WITH A NORTHERLY PROLONGATION OF THE WEST LINE OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, NASSAU COUNTY, FLORIDA; THENCE SOUTH 29°34'18" EAST, DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107 AND ALONG SAID NORTHERLY PROLONGATION OF THE WEST LINE OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 240.57 FEET TO THE WESTERLY MOST CORNER OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, BEING A 4"x4" CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 29°34'18" EAST, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 437.49 FEET; THENCE SOUTH 40°50'18" EAST, CONTINUING ALONG SAID WESTERLY LINE OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 15.61 FEET TO AN INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE NASSAU RIVER (A TIDAL, NAVIGABLE WATER BODY); THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE AND THE MEANDERINGS THEREOF, A DISTANCE OF 645 FEET MORE OR LESS; THENCE EASTERLY CONTINUING ALONG SAID MEAN HIGH WATER LINE AND THE MEANDERINGS THEREOF, A DISTANCE OF 815 FEET MORE OR LESS; THENCE NORTHERLY ALONG THE MEAN HIGH WATER LINE OF SANTA JUANNA CREEK (A TIDAL, NAVIGABLE WATER BODY) AND THE MEANDERINGS THEREOF, A DISTANCE OF 750 FEET MORE OR LESS TO AN INTERSECTION WITH THE EASTERLY LINE OF AFORESAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180; THENCE NORTH 20°10'53" WEST, DEPARTING SAID MEAN HIGH WATER LINE, A DISTANCE OF 27.05 FEET TO A 4"x4" CONCRETE MONUMENT; THENCE NORTH 33°20'53" WEST CONTINUING ALONG SAID EASTERLY LINE OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 454.57 FEET TO A 4"x4" CONCRETE MONUMENT BEING THE NORTHERN MOST CORNER OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180; THENCE SOUTH 56°33'19" WEST, A DISTANCE OF 900.06 FEET TO AN INTERSECTION WITH AFORESAID WESTERLY MOST CORNER OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180 AND THE POINT OF BEGINNING.

LESS AND EXCEPT THE SUBMERGED LANDS OF THE STATE OF FLORIDA (NASSAU RIVER AND SANTA JUANNA CREEK).

CONTAINING 19.42 ACRES MORE OR LESS.

THE ABOVE DESCRIBED LANDS BEING A PORTION OF THE LANDS PREVIOUSLY DESCRIBED IN AFOREMENTIONED DEED BOOK 76, PAGE 180, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

TOGETHER WITH
LEGAL DESCRIPTION
(GOFFINSVILLE ROAD RIGHT-OF-WAY)

A PARCEL OF LAND SITUATE IN SECTION 45, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING 60 FEET IN WIDTH FOR RIGHT-OF-WAY PURPOSES FOR GOFFINSVILLE ROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 107 AT THE RIGHT-OF-WAY POINT OF TANGENCY OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1233.24 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 25°52'58" EAST, SAID POINT OF TANGENCY BEING LOCATED AT STATION 33+72.60 AS SHOWN ON DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SAID COUNTY ROAD NO. 107 (SECTION NO. 74050-2501); THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°19'23" AN ARC DISTANCE OF 93.05 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 61°57'21" WEST A DISTANCE OF 93.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°50'20" AN ARC DISTANCE OF 61.11 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 58°22'29" WEST A DISTANCE OF 61.10 FEET; THENCE SOUTH 20°44'32" EAST A DISTANCE OF 366.20 FEET TO THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN DEED BOOK 193, PAGE 293, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 33°36'38" EAST, ALONG THE EASTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 29.41 FEET TO THE NORTHERLY LINE OF LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 56°33'19" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 54.80 FEET; THENCE NORTH 20°44'32" WEST A DISTANCE OF 394.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.543 ACRES MORE OR LESS.

EXHIBIT A

out MAC 10/31/01
superseded

Fee Parcel

Land description as per Deed Book 76, Page 180, Public Records of Nassau County, Florida:

That tract of land that is part of section 45 TWP 2 north range 28 east and more particularly described as, beginning at a large stake at the mouth of the St Juans Creek near Nassau River (witness tree: a large pine south 10 degrees 30 minutes east 325 feet, a pine stump south 77 degrees east 114 feet) and from thence along the western line of St. Juans Creek with the original line of a five acre tract heretofore conveyed to Luther Braddock and now contained in this survey north 20 degrees west 660 feet to a large stake, thence parallel the creek to a stake near three small pines and a junction of two paths north 33 degrees 10 minutes west 455 feet, thence turning 90 degrees south 56 degrees 50 feet west 900 feet to a large stake, thence south 29 degrees 21 minutes east 438 feet to a large stake near the bank of the marsh, thence down the bank south 40 degrees 37 minutes east 834 feet and crossing the marsh near the open water thence with the northerly line of Nassau River and including the whole water front north 42 degrees 56 minutes east 691 feet to the place of beginning, containing 20 77/100 acres arable acres and 2 05/100 acres of marsh land total twenty-two 82/100 acres of which five and 63/100 acres have heretofore been conveyed to Luther Braddock.

New Land Description

That certain tract or parcel of land being a part of section 45, township 2 north, range 28 east, Nassau County, Florida; and being more particularly described as follows:

Commence at the intersection of the easterly right of way line of Cook Road (a 60 foot right of way as now being established) with the southeasterly right of way line of County Road 107 (a 66 foot right of way as now established) and a point of curve; thence northeasterly along said curve and along said southeasterly right of way line of County Road 107, said curve being concave northwesterly and having a radius of 8238.88 feet and subtended by a chord bearing and distance of north 43 degrees 55 minutes 23 seconds east, 231.41 feet to a point of tangency; thence north 43 degrees 07 minutes 06 seconds east, continuing along said southeasterly right of way line of County Road 107, a distance of 820.96 feet to an intersection with a northerly prolongation of the west line of the lands described in Deed Book 76, Page 180, Nassau County, Florida, thence south 29 degrees 34 minutes 18 seconds west, departing said southeasterly right of way line of County Road 107 and along said northerly prolongation of the lands described in Deed Book 76, Page 180, a distance of 240.57 feet to the westerly most corner of said lands described in Deed Book 76, Page 180, being a 4 inch by 4 inch concrete monument and the point of beginning; thence continue south 29 degrees 34 minutes 18 seconds east along the westerly line of said lands described in Deed Book 76, Page 180, a distance of 437.49 feet to a 1/4 inch iron pipe; thence south 40 degrees 50 minutes 18 seconds east, continuing along said westerly line of said lands described in Deed Book 76, Page 180, a distance of 15.61 feet to an intersection with the mean high water line of the Nassau River (a tidal, navigable water body); thence southerly along said mean high water line and the meanderings thereof, a distance of 645 feet more or less; thence easterly continuing along said mean high water line and the meanderings thereof, a distance of 815 feet more or less; thence northerly along the mean high water line of Santa Juanna Creek (a tidal, navigable water body) and the meanderings thereof, a distance of 750 feet more or less to an intersection with the easterly line of afore said lands described in Deed Book 76, Page 180; thence north 20 degrees 10 minutes 53 seconds west, departing said mean high

EXHIBIT A

*out Mac 10/31/01
reperched*

water line, a distance of 27.05 feet to a 4 inch by 4 inch concrete monument; thence north 33 degrees 20 minutes 53 seconds west continuing along said easterly line of the lands described in Deed Book 76, Page 180, a distance of 454.57 feet to a 4 inch by 4 inch concrete monument being the northern most corner of said lands described in Deed Book 76, Page 180; thence south 56 degrees 33 minutes 19 seconds west, a distance of 900.06 feet an intersection with afore said westerly most corner of the lands described in Deed Book 76, Page 180 and the point of beginning.

Less and except the submerged lands of the State of Florida (Nassau River and Santa Juanna Creek).

Being a portion of the lands previously described in the aforementioned Deed Book 76, Page 180.

Together with a 60-foot easement for ingress and egress over and across Goffinsville Road and being more particularly described as follows:

Easement Parcel

COMMENCE AT THE ABOVE REFERENCED WESTERLY MOST CORNER OF LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 56°33'19" EAST, ALONG THE NORTHERLY LINE OF THE ABOVE DESCRIBED 18.7 ACRE PARCEL OF LAND, A DISTANCE OF 722.36 FEET TO THE SOUTHEASTERLY CORNER OF THOSE LANDS DESCRIBED IN DEED BOOK 193, PAGES 293-294, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, AND AS IS CURRENTLY MONUMENTED, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 56°33'19" EAST, ALONG THE NORTHERLY LINE OF THE ABOVE DESCRIBED 18.7 ACRE PARCEL OF LAND, A DISTANCE OF 61.47 FEET; THENCE NORTH 21°03'30" WEST A DISTANCE OF 393.58 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 107 AND A POINT ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1233.24 FEET, SAID POINT BEARS SOUTH 62°03'28" WEST A DISTANCE OF 93.64 FEET FROM THE RIGHT-OF-WAY POINT OF TANGENCY LOCATED AT STATION 33+72.60 AS SHOWN ON DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SAID COUNTY ROAD NO. 107 (SECTION NO. 74050-2501); THENCE SOUTHWESTERLY, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 107, THROUGH A CENTRAL ANGLE OF 02°50'53" AN ARC DISTANCE OF 61.30 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 58°34'27" WEST A DISTANCE OF 61.30 FEET; THENCE SOUTH 21°03'09" EAST A DISTANCE OF 395.77 FEET TO THE POINT OF BEGINNING.

THE SIDE LINES OF THE ABOVE DESCRIBED RIGHT-OF-WAY SHALL BE LENGTHENED OR SHORTENED AS NECESSARY IN ORDER TO MAINTAIN A CONTINUOUS STRIP OF LAND 60 FEET IN WIDTH AND TO INTERSECT EXISTING EASEMENTS, RIGHTS-OF-WAY AND PROPERTY LINES OF RECORD AS MAY BE APPLICABLE.

A.L.T.A. COMMITMENT
TICOR TITLE INSURANCE COMPANY
SCHEDULE B - Section 2

REVISED

Commitment Number 160100021

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

out
MAR 16/31/01 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Standard Exceptions:

OK
MAR 10/31/01 a. ~~Rights or claims of parties in possession not shown by the Public Records.~~

b. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.

c. Easements, or claims of easements, not shown by the Public Records.

d. ~~Any lien, or right to a lien, for service, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.~~

e. Taxes or special assessments which are not shown as existing liens by the Public Records.

f. Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.

2002 MAR 10/31/01
g. Taxes and assessments for the year 2001 and subsequent years.

OK
MAR 10/31/01 3. Standard exceptions (b) and (c) may be removed from the policy when a satisfactory survey and surveyor's report and inspection of the premises is made.

OK
MAR 10/31/01 4. Standard exceptions (a) and (d) may be removed upon receipt of a satisfactory affidavit-indemnity from the party shown in title and in possession stating who is in possession of the lands and whether there are improvements being made at date of commitment or contemplated to commence prior to the date of closing which will not have been paid for in full prior to the closing.

5. This Policy does not insure the nature or extent of riparian or littoral rights.

6. Any claim to any portion of the land described in Schedule A which lies below the mean high water line of the Nassau River and other adjacent waters, if any.

7. As to any portion of the premises herein described which is (a) submerged land or is (b) artificially filled in land, artificially exposed land, or any land accreted thereto, in what was formerly navigable waters, this Policy is subject to the right of the United States Government and/or the State of Florida, arising by reason of the United States Government's control over navigable waters in the interest of navigation and commerce, and the inalienable right of the State of Florida in the lands and/or waters of such character.

NOTE: 2000 Taxes are PAID under Parcel No. 45-2N-28-0000-0002-0000 in the gross amount of \$3,840.97. Date Paid: March 23, 2001 (as to Fee Parcel)

NOTE: 2000 Taxes are PAID under Parcel No. 45-2N-28-0000-0001-0000 in the gross amount of \$243.63. Date Paid: December 8, 2000 (as to Easement Parcel)

MAR 10/31/01 MAR 10/31/01 8. The policy does not and will not insure any right of access to and from the land, as the public records do not show any means of ingress or egress to or from the land.

TICOR TITLE INSURANCE COMPANY
SCHEDULE B - Section 2 (continued)

Commitment Number 160100021

End of Schedule B - Section 2

MAC



TICOR TITLE INSURANCE

Commitment

for

Title

Insurance

Ticor Title Insurance Company

10 5714 106 00000065

Policy of Title Insurance

**American Land
Title Association
Owner's Policy
(10-17-92)
(With Florida
Modifications)**

**SUBJECT TO THE EXCLUSIONS FROM
COVERAGE, THE EXCEPTIONS FROM
COVERAGE CONTAINED IN SCHEDULE B
AND THE CONDITIONS AND STIPULA-
TIONS, TICOR TITLE INSURANCE COM-
PANY, a California corporation, herein called
the Company, insures, as of Date of Policy
shown in Schedule A, against loss or damage,
not exceeding the amount of insurance stated
in Schedule A, sustained or incurred by the
insured by reason of:**

1. Title to the estate or interest described in
Schedule A being vested other than as
stated therein;

2. Any defect in or lien or encumbrance on the
title;
3. Unmarketability of the title.
4. Lack of a right of access to and from the
land.

The Company will also pay the costs,
attorneys' fees and expenses incurred in
defense of the title, as insured, but only to the
extent provided in the Conditions and
Stipulations.

This policy shall not be valid or binding until
countersigned below by an authorized signa-
tory of the Company.

Issued by:

DALE, BALD, SHOWALTER,
MERCIER, P.A.

200 W FORSYTH STREET
SUITE 1100

JACKSONSVILLE, FL 32202-4308

(904) 355-1155

TICOR TITLE INSURANCE COMPANY

By

President

Attest

Secretary

Authorized Signatory

OFFICE FILE NUMBER: 160100021 (C/R DBS&M 1220.0203)
POLICY NUMBER: 10 5714 106 00000065
DATE OF POLICY: 10:18:06 a.m. / November 5, 2001
AMOUNT OF INSURANCE: \$1,200,000.00

**OWNERS
SCHEDULE A**

1. Name of Insured: Nassau County, a political subdivision of the State of Florida
2. The estate or interest in the land which is covered by this Policy is:

Fee Simple
3. Title to the estate or interest in the land is vested in the Insured.
4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

None

and the mortgages, trust deeds or assignments, if any, shown in Schedule B hereof.
5. The land referred to in this Policy is described as follows:

See Exhibit "A" attached hereto

[END OF PAGE]

Dale, Bald, Showalter & Mercier, P.A.
200 West Forsyth Street, Suite 1100
Jacksonville, Florida 32202

Countersigned



Authorized Signatory

EXHIBIT A

LEGAL DESCRIPTION
GOFFINSVILLE PROPERTY
OCTOBER 17, 2001

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF SECTION 45, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF COOK ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW BEING ESTABLISHED) WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107 (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND A POINT OF CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 8238.88 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°55'23" EAST, A DISTANCE OF 231.41 FEET TO A POINT OF TANGENCY; THENCE NORTH 43°07'06" EAST, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107, A DISTANCE OF 820.96 FEET TO AN INTERSECTION WITH A NORTHERLY PROLONGATION OF THE WEST LINE OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, NASSAU COUNTY, FLORIDA; THENCE SOUTH 29°34'18" EAST, DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107 AND ALONG SAID NORTHERLY PROLONGATION OF THE WEST LINE OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 240.57 FEET TO THE WESTERLY MOST CORNER OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, BEING A 4"x4" CONCRETE MONUMENT AND THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 29°34'18" EAST, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 437.49 FEET; THENCE SOUTH 40°50'18" EAST, CONTINUING ALONG SAID WESTERLY LINE OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 15.61 FEET TO AN INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE NASSAU RIVER (A TIDAL, NAVIGABLE WATER BODY); THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE AND THE MEANDERINGS THEREOF, A DISTANCE OF 645 FEET MORE OR LESS; THENCE EASTERLY CONTINUING ALONG SAID MEAN HIGH WATER LINE AND THE MEANDERINGS THEREOF, A DISTANCE OF 815 FEET MORE OR LESS; THENCE NORTHERLY ALONG THE MEAN HIGH WATER LINE OF SANTA JUANNA CREEK (A

TIDAL, NAVIGABLE WATER BODY) AND THE MEANDERINGS THEREOF, A DISTANCE OF 750 FEET MORE OR LESS TO AN INTERSECTION WITH THE EASTERLY LINE OF AFORESAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180; THENCE NORTH 20°10'53" WEST, DEPARTING SAID MEAN HIGH WATER LINE, A DISTANCE OF 27.05 FEET TO A 4"x4" CONCRETE MONUMENT; THENCE NORTH 33°20'53" WEST CONTINUING ALONG SAID EASTERLY LINE OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 454.57 FEET TO A 4"x4" CONCRETE MONUMENT BEING THE NORTHERN MOST CORNER OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180; THENCE SOUTH 56°33'19" WEST, A DISTANCE OF 900.06 FEET TO AN INTERSECTION WITH AFORESAID WESTERLY MOST CORNER OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180 AND THE POINT OF BEGINNING.

LESS AND EXCEPT THE SUBMERGED LANDS OF THE STATE OF FLORIDA (NASSAU RIVER AND SANTA JUANNA CREEK).

THE ABOVE DESCRIBED LANDS BEING A PORTION OF THE LANDS PREVIOUSLY DESCRIBED IN AFOREMENTIONED DEED BOOK 76, PAGE 180, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

OFFICE FILE NUMBER: 160100021 (C/R DBS&M 1220.0203)
POLICY NUMBER: 10 5714 106 00000065
DATE OF POLICY: 10:18:06 a.m. / November 5, 2001
AMOUNT OF INSURANCE: \$1,200,000.00

OWNERS SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

General Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- (3) Easements or claims of easements not shown by the public records.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions: The mortgage(s), if any, referred to in Item 4 of Schedule A, if this schedule is attached to an Owner's Policy.

- (6) Any claim that any portion of said lands are sovereignty lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.
- (7) Taxes and assessments for the year 2002 and subsequent years.
- (8) Items 1-4 hereinabove are deleted hereby.
- (9) This policy does not insure the nature or extent of riparian or littoral rights.
- (10) Any claim to any portion of the land described in Schedule A which lies below the mean high water line of the Nassau River and other adjacent waters, if any.

(continued)

Dale, Bald, Showalter & Mercier, P.A.
200 West Forsyth Street, Suite 1100
Jacksonville, Florida 32202

Countersigned



Authorized Signatory

OFFICE FILE NUMBER: 160100021 (C/R DBS&M 1220.0203)
POLICY NUMBER: 10 5714 106 00000065
DATE OF POLICY: 10:18:06 a.m. / November 5, 2001
AMOUNT OF INSURANCE: \$1,200,000.00

**OWNERS
SCHEDULE B CONTINUED**

- (11) As to any portion of the premises herein described which is (a) submerged land or is (b) artificially filled in land, artificially exposed land, or any land accreted thereto, in what was formerly navigable waters, this Policy is subject to the right of the United States Government and/or the State of Florida, arising by reason of the United States Government's control over navigable waters in the interest of navigation and commerce, and the inalienable right of the State of Florida in the lands and/or waters of such character.
- (12) The policy does not insure any right of access to or from the land, as the public records do not show any means of ingress or egress to or from the land.
- (13) Presence of dirt road and boat ramp on subject property, as shown on that certain boundary survey dated September 5, 2001, as revised on October 18, 2001 and October 30, 2001 prepared by Manzie & Drake Land Surveying (Job No. 14452).

NOTE: The following items are for information purposes only:

TAX INFORMATION:

2001 ad valorem taxes for Parcel No. 45-2N-28-0000-0002-0000 in the amount of \$3,991.31 (November amount) were paid on 11/5/01.
Homestead tax exemption was not allowed.

[END OF PAGE]

Dale, Bald, Showalter & Mercier, P.A.
200 West Forsyth Street, Suite 1100
Jacksonville, Florida 32202

Countersigned



Authorized Signatory

requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) *This paragraph removed in Florida policies.*

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in applicable Schedule consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

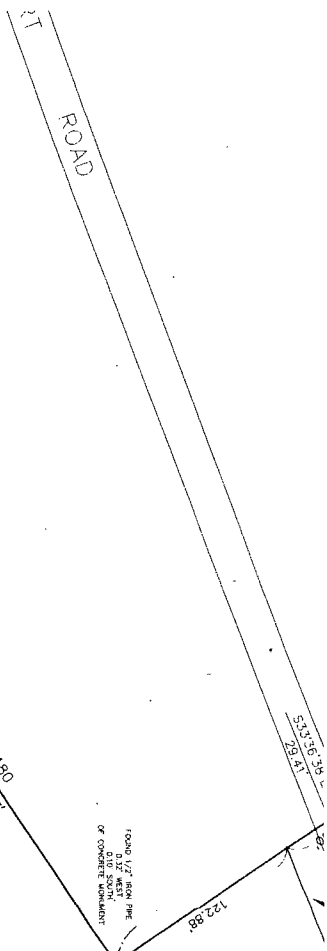
(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.



RIGHT-OF-WAY
POINT OF TANGENCY
RADIAL BEARING
S 25°52'56" E

P.L.M. 45-2N-28-0000-0001-0000

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	256°20'	1233.24	61.11	58822.29' W
C2	478°23'	1233.24	93.05	56157.21' W
C3	210°55'7"	1233.24	469.24	55333.15' W
				466.84

SURVEY NOTES:

- 1.) Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
- 2.) The "Legal Description" hereon is in accord with the description provided by the client and prepared by the Surveyor.
- 3.) Underground improvements not located or shown.
- 4.) Lands shown hereon were not obstructed by this Office for easements. Reference was made to Tior Title Insurance Company Commitment No. 169901181. In the preparation of this survey.
- 5.) Bearings shown hereon are relative to those referenced in the legal description. The bearing reference line is indicated as thus (B.R.).
- 6.) Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.
- 7.) The property shown hereon lies within flood zone "X" as per the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) panel 120170-0259-C, dated MAY 4, 1986.
- 8.) Bearings, angles and distances shown hereon represent field measurements (either direct or indirect by means of field traverse) and, when applicable, coincide with the legal description and or plot, unless otherwise noted.
- 9.) This is not a Mean High Water Line survey. The line shown hereon representing the Mean High Water Line is shown per M.H.W. survey by A.R.C. Surveying and Mapping, dated 9/15/94.

CERTIFIED TO
NASSAU COUNTY
THE TRUST FOR PUBLIC LAND
TICOR TITLE INSURANCE COMPANY
MATANZAS PACKING CO., INC.
DALE, BALD, SHOWALTER & MERCIER

REVISED: 10/30/01 (NEW R/W DESCRIPTION)
REVISED: 10/18/01 (NEW R/W DESCRIPTION & MISCELLANEOUS COMMENTS)

N.T.S. = NOT TO SCALE
O.B.R. = OFFICIAL RECORD BOOK
P.B. = PLAT BOOK
P.C. = POINT OF CURVATURE
P.C.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF CURVATURE
P.R.L. = PERMANENT REFERENCE MONUMENT
P.T. = POINT OF TANGENCY
P.W. = POINT OF WATERSHED

THE INFORMATION SHOWN HEREON MEETS THE MINIMUM
TECHNICAL STANDARDS SET FORTH IN THE FLORIDA
SURVEYING AND MAPPING ACT, CHAPTER 472, F.S.,
Pursuant to Section 472.027, FLORIDA STATUTES.

BY: MICHAEL A. WATZ, P.L.S. 4069
VERNON N. DRAKE, P.L.S. 1558
FRANK L. BOWEN, P.S.M. 2477

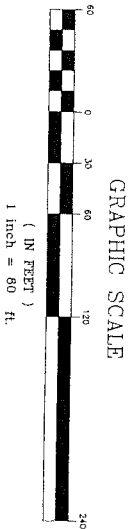
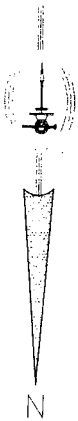
MANZIE & DRAKE LAND SURVEYING

117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 FAX (904) 491-5777
Certificate of Authorization Number: LB 7039

SCALE: 1" = 60'
DATE: 9-5-01
FILE NO.: C-45
JOB NO.: 14452
P.L.M. NO.: X-150
PAGE NO.: 53-56

MAP OF BOUNDARY SURVEY

A PORTION OF SECTION 45
TOWNSHIP 2 NORTH, RANGE 28 EAST,
NASSAU COUNTY, FLORIDA.



FOUND 4"x4" CONCRETE
MONUMENT
WESTERLY MOST CORNER
OF D.B.76, PG. 180
POINT OF BEGINNING

S56°33'19"W
665.39'
722.36'
900.06' (TOTAL)

PLAN. 45-2N-28-0000-0001-0000

S33°33'02"E
36.33'
FOUND 4"x4" CONCRETE
MONUMENT
FOUND 1/2" IRON PIPE
0.5' SOUTH
OF CONCRETE MONUMENT
S52°00'12"W
36.37'

FOUND 2" BRASS DISK
STATION 28+03.36
40.0'
RIGHT-OF-WAY LINE
BASELINE OF SURVEY
COUNTY ROAD 107
(VARIES IN WIDTH)
(0.0-1. MAP SECTION 74050-2501)
C3
POINT OF BEGINNING
R/W PARCEL
3
GRADED ROAD
356.20'
60' R/W
CRINSHVILLE ROAD
S60°44'33"E

ACKNOWLEDGMENT AS TO RECEIPT OF SURVEY

The undersigned hereby acknowledges to and agrees with DALE, BALD, SHOWALTER & MERCIER, P.A., a Florida professional service corporation (the "Closing Agent"), as follows:

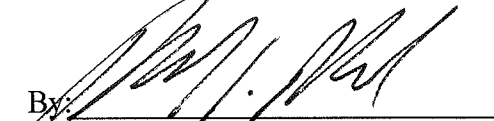
1. The undersigned acknowledges having received and reviewed that certain boundary survey dated September 5, 2001, revised October 18, 2001 and October 30, 2001, prepared by Manzie & Drake Land Surveying (Job No. 14452), with regard to the real property described on the attached Exhibit A.
2. The undersigned also acknowledges that the following items appear on the survey and will appear as an exception to the owner's and loan title insurance policies to be issued by Ticor Title Insurance Company:

No apparent ingress or egress to/from the real property.

3. The undersigned will hold THE TRUST FOR PUBLIC LAND and the Closing Agent harmless in connection with any responsibility, liability, conflicts or complaints arising from the above-mentioned items.

DATED this 15th day of November, 2001.

NASSAU COUNTY, a political subdivision of the
State of Florida

By: 
Its: County Attorney

A G R E E M E N T

THIS AGREEMENT dated this 29th day of October, 2001, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County", and WILLIAM F. SHEFFIELD, as to a one-half (1/2) interest; and SOUTHTRUST BANK, HERMAN TOMLINSON, and HERBERT TOMLINSON, as co-trustees under that certain Trust Agreement dated May 29, 1990, wherein JOHN W. LEE is settlor and pursuant to which South Trust Bank, Herman Tomlinson, and Herbert Tomlinson are the duly serving Trustees, as to a one-half (1/2) interest hereinafter referred to as "Sheffield".

FOR and IN CONSIDERATION of ten and no/100 Dollars (\$10.00), and other mutually agreed upon consideration, the parties agree as follows:

1. Sheffield owns the property set forth in the attached Exhibit "A".
2. The County has an option to purchase the property set forth in the attached Exhibit "B".
3. Sheffield shall, within thirty (30) days of the execution of this Agreement, deed a parcel of property to the County as and for a 60' right-of-way access through

A CERTIFIED TRUE COPY

J. M. O'Leary, Jr. Clerk by J. Bradley, Jr.
EX OFFICIO, Clerk to the Board of County Comm.
Nassau County, Florida

Sheffield's property as access to the County property. The survey and legal description to be approved by the County.

4. Sheffield intends to subdivide his property.

5. The County will provide a 150' buffer to the south and west of Sheffield's property and place a six-foot (6') high fence around the County's property that borders Sheffield's property.

6. The County agrees to pay all costs of construction and paving of the road within the dedicated 60' right-of-way. The road shall be a dedicated public County road.

7. The County shall complete the construction and paving of the road within one hundred eighty (180) days of the date of the execution of this Agreement.


8. The County will prepare a Resolution to abandon the existing roadway.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

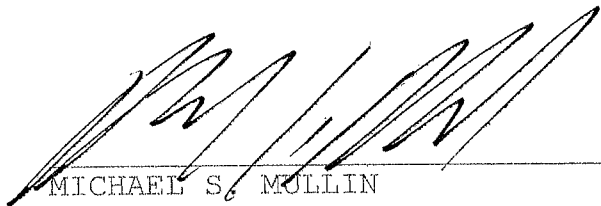

MARIANNE MARSHALL
Its: Chairman

(Signatures continue on next page)

ATTEST:

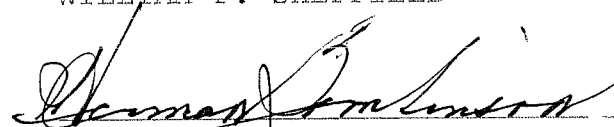

J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

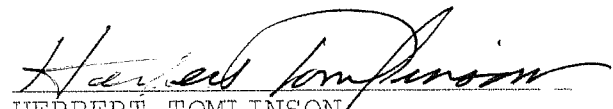
Approved as to form by the
Nassau County Attorney


MICHAEL S. MOLLIN

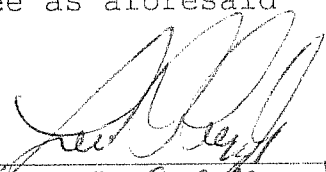
"SHEFFIELD"


WILLIAM F. SHEFFIELD


HERMAN TOMLINSON
Co-Trustee as aforesaid


HERBERT TOMLINSON
Co-Trustee as aforesaid

SOUTHTRUST BANK
Trustee as aforesaid


By: LOUIS C. CASEY, JR.
Its: SONIA VIEB PRESIDENT

Legal for Shuffield

EXHIBIT "A"

MAP SHOWING BOUNDARY SURVEY OF

PART OF SECTION 45, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHEASTERLY CORNER OF CHRISTOPHER CREEK ESTATES AS RECORDED IN PLAT BOOK 3, PAGE 12, OF THE PUBLIC RECORDS OF NASSAU COUNTY SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 107 (A 66.00 FOOT RIGHT OF WAY) AND A CURVE TO THE LEFT HAVING A RADIUS OF 8031.33 FEET; THENCE ALONG AND AROUND SAID CURVE ON THE SOUTHERLY DISTANCE OF WAY LINE OF COUNTY ROAD 107, AN ARC DISTANCE OF 420.56 FEET SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DESCRIBED IN DEED BOOK 0043, PAGE 237, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG AND AROUND SAID CURVE TO THE LEFT HAVING A RADIUS OF 8031.33 FEET AN ARC DISTANCE OF 519.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 42 DEGREES 59 MINUTES 21 SECONDS EAST, 519.28 FEET; THENCE SOUTH 47 DEGREES 00 MINUTES 39 SECONDS EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 107 EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 107, 238.36 FEET TO A POINT OF CURVE TO THE RIGHT AND HAVING A RADIUS OF 1233.24 FEET; THENCE ALONG AND AROUND SAID CURVE TO THE RIGHT CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 107, AN ARC DISTANCE OF 454.50 FEET SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 53 DEGREES 32 MINUTES 50 SECONDS EAST, 451.93 FEET TO THE POINT OF TANGENCY; THENCE NORTH 70 DEGREES 22 MINUTES 44 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE 228.77 FEET; THENCE NORTH 64 DEGREES 06 MINUTES 18 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 37.60 FEET MORE OR LESS TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 107 AND THE CENTER LINE OF SANTA JUANA CREEK; THENCE SOUTHEASTERLY ALONG THE CENTER LINE MEANDERINGS OF THE SANTA JUANA CREEK 928.00 FEET MORE OR LESS TO A POINT IN SAID CENTER LINE OF SANTA JUANA CREEK; THENCE SOUTH 63 DEGREES 33 MINUTES 20 SECONDS WEST, 160.60 FEET MORE OR LESS TO A POINT ON THE EASTERLY BOUNDARY OF LANDS DESCRIBED IN DEED BOOK A-5, PAGE 486 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 33 DEGREES 21 MINUTES 42 SECONDS WEST ALONG SAID EASTERLY BOUNDARY OF DEED BOOK A-5, PAGE 486, 454.59 FEET TO THE NORTHEAST CORNER OF SAID DEED BOOK A-5, PAGE 486; THENCE SOUTH 56 DEGREES 09 MINUTES 03 SECONDS WEST, ALONG THE NORTHERLY BOUNDARY OF SAID DEED BOOK A-5, PAGE 486, 178.45 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 463, PAGE 29, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 32 DEGREES 03 SECONDS WEST, ALONG THE EASTERLY BOUNDARY OF SAID OFFICIAL RECORDS BOOK 463, PAGE 29, 30.06 FEET; THENCE SOUTH 57 DEGREES 02 MINUTES 10 SECONDS WEST, ALONG THE NORTHERLY BOUNDARY OF SAID OFFICIAL RECORDS BOOK 463, PAGE 29, 30.30 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID DEED BOOK A-5, PAGE 486, 665.55 FEET TO THE NORTHWEST CORNER OF SAID DEED BOOK A-5, PAGE 486; THENCE SOUTH 29 DEGREES 44 MINUTES 31 SECONDS EAST, ALONG THE WESTERLY BOUNDARY OF SAID DEED BOOK A-5, PAGE 486, 410.30 FEET; THENCE SOUTH 29 DEGREES 44 MINUTES 31 SECONDS EAST, 27.30 FEET; THENCE SOUTH 41 DEGREES 00 MINUTES 46 SECONDS EAST, 13.20 FEET MORE OR LESS TO A POINT ON THE BANK OF THE NASSAU RIVER MARSHES; THENCE SOUTHWESTERLY ALONG THE MEANDERINGS OF THE NASSAU RIVER MARSHES 880.00 FEET MORE OR LESS TO A POINT ON THE NORTHEASTERLY BOUNDARY OF LANDS DESCRIBED IN DEED BOOK 43, PAGE 237, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 66 DEGREES 35 MINUTES 45 SECONDS WEST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID DEED BOOK 43, PAGE 237, 993.65 FEET MORE OR LESS TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 28.08 ACRES MORE OR LESS.

EXHIBIT "B"

LEGAL DESCRIPTION

GOFFINSVILLE PROPERTY AND PROPOSED 60 FOOT RIGHT-OF-WAY
OCTOBER 17, 2001

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF SECTION 45, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF COOK ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW BEING ESTABLISHED) WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107 (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND A POINT OF CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 8238.88 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°55'23" EAST, A DISTANCE OF 231.41 FEET TO A POINT OF TANGENCY; THENCE NORTH 43°07'06" EAST, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107, A DISTANCE OF 820.96 FEET TO AN INTERSECTION WITH A NORTHERLY PROLONGATION OF THE WEST LINE OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, NASSAU COUNTY, FLORIDA; THENCE SOUTH 29°34'18" EAST, DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 107 AND ALONG SAID NORTHERLY PROLONGATION OF THE WEST LINE OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 240.57 FEET TO THE WESTERLY MOST CORNER OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, BEING A 4"x4" CONCRETE MONUMENT AND THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 29°34'18" EAST, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 437.49 FEET; THENCE SOUTH 40°50'18" EAST, CONTINUING ALONG SAID WESTERLY LINE OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 15.61 FEET TO AN INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE NASSAU RIVER (A TIDAL, NAVIGABLE WATER BODY); THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE AND THE MEANDERINGS THEREOF, A DISTANCE OF 645 FEET MORE OR LESS; THENCE EASTERLY CONTINUING ALONG SAID MEAN HIGH WATER LINE AND THE MEANDERINGS THEREOF, A DISTANCE OF 815 FEET MORE OR LESS; THENCE NORTHERLY ALONG THE MEAN HIGH WATER LINE OF SANTA JUANNA CREEK (A TIDAL, NAVIGABLE WATER BODY) AND THE MEANDERINGS THEREOF, A DISTANCE OF 750 FEET MORE OR LESS TO AN INTERSECTION WITH THE EASTERLY LINE OF AFORESAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180; THENCE NORTH 20°10'53" WEST, DEPARTING SAID MEAN HIGH WATER LINE, A DISTANCE OF 27.05 FEET TO A 4"x4" CONCRETE MONUMENT; THENCE NORTH 33°20'53" WEST CONTINUING ALONG SAID EASTERLY LINE OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, A DISTANCE OF 454.57 FEET TO A 4"x4" CONCRETE MONUMENT BEING THE NORTHERN MOST CORNER OF SAID LANDS DESCRIBED IN DEED BOOK 76, PAGE 180; THENCE SOUTH 56°33'19" WEST, A DISTANCE OF 900.06 FEET TO AN INTERSECTION WITH AFORESAID WESTERLY MOST CORNER OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 180 AND THE POINT OF BEGINNING.

LESS AND EXCEPT THE SUBMERGED LANDS OF THE STATE OF FLORIDA (NASSAU RIVER AND SANTA JUANNA CREEK).

CONTAINING 19.42 ACRES MORE OR LESS.

THE ABOVE DESCRIBED LANDS BEING A PORTION OF THE LANDS PREVIOUSLY DESCRIBED IN AFOREMENTIONED DEED BOOK 76, PAGE 180, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

TOGETHER WITH

LEGAL DESCRIPTION

(GOFFINSVILLE ROAD RIGHT-OF-WAY)

A PARCEL OF LAND SITUATE IN SECTION 45, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING 60 FEET IN WIDTH FOR RIGHT-OF-WAY PURPOSES FOR GOFFINSVILLE ROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 107 AT THE RIGHT-OF-WAY POINT OF TANGENCY OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1233.24 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 25°52'58" EAST, SAID POINT OF TANGENCY BEING LOCATED AT STATION 33+72.60 AS SHOWN ON DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SAID COUNTY ROAD NO. 107 (SECTION NO. 74050-2501); THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°19'23" AN ARC DISTANCE OF 93.05 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 61°57'21" WEST A DISTANCE OF 93.03 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°50'20" AN ARC DISTANCE OF 61.11 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 58°22'29" WEST A DISTANCE OF 61.10 FEET; THENCE SOUTH 20°44'32" EAST A DISTANCE OF 366.20 FEET TO THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN DEED BOOK 193, PAGE 293, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 33°36'38" EAST, ALONG THE EASTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 29.41 FEET TO THE NORTHERLY LINE OF LANDS DESCRIBED IN DEED BOOK 76, PAGE 180, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 56°33'19" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 54.80 FEET; THENCE NORTH 20°44'32" WEST A DISTANCE OF 394.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.543 ACRES MORE OR LESS.

OCT.30.2001 6:39PM SOT ASSET MGT JAX

NO.383 P.2/5



**Comptroller of the Currency
Administrator of National Banks**

Southeastern District
Marquis One Tower, Suite 600
245 Peachtree Center Ave., N.E.
Atlanta, Georgia 30303

June 19, 1998

Anitta Pross
Senior Administrative Officer
SouthTrust Corporation
P. O. Box 2554
Birmingham, Alabama 35290

Re: 98-SE-02-0019 - SouthTrust Bank, National Association
Birmingham, Alabama

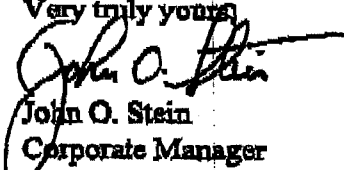
Dear Ms. Pross:

This letter is the official certification of the Comptroller of the Currency (OCC) to merge American National Bank of Florida (Charter No. 15872), Jacksonville, Florida with/into SouthTrust Bank, National Association (Charter No. 14569), Birmingham, Alabama, effective as of June 19, 1998. The resulting bank title is "SouthTrust Bank, National Association", and the charter number is 14569.

This is also the official authorization given to SouthTrust Bank, National Association to operate branches of the target institution and to operate the main office of the target institution as branches. Branches of a merging national bank will not be listed, since they are automatically carried over to the resulting bank and retain their current OCC branch numbers. The newly authorized branch and its assigned OCC branch number is listed below:

Branch Name: Hendricks Avenue Office
Address: 2031 Hendricks Avenue
City/State/Zip: Jacksonville, Florida 32207
Branch No.: 112072A

Very truly yours,


John O. Stein
Corporate Manager

SOUTHTRUST BANK**SOUTHTRUST ASSET MANAGEMENT COMPANY Division****Post Office Box 7219, 32238-0219—2031 Hendricks Avenue, 32207
Jacksonville, Florida****CERTIFICATE OF LEGAL MERGER ON JUNE 19, 1998 of the
AMERICAN NATIONAL Bank of Florida INTO
SOUTHTRUST Bank, NATIONAL Association, NOW KNOWN AS
SOUTHTRUST Bank, AN ALABAMA Banking Corporation**

I, LOUIE C. CASEY, JR., SENIOR VICE PRESIDENT AND TRUST OFFICER of SouthTrust Bank, hereby certify that ON JUNE 19, 1998, AMERICAN NATIONAL Bank of Florida, Jacksonville, Florida, was legally merged INTO SouthTrust Bank, NATIONAL Association, Birmingham, Alabama. Subsequent to the merger, SouthTrust Bank, N.A., by a legal change to its BANK CHARTER, is now SouthTrust Bank, AN ALABAMA banking corporation.



Affiant:

A handwritten signature in dark ink, appearing to read "Louie C. Casey, Jr.".

**LOUIE C. CASEY, JR.
SENIOR VICE PRESIDENT & TRUST OFFICER**

**STATE OF FLORIDA
COUNTY OF DUVAL**

Subscribed and sworn to before me this _____ day of _____, 2001, the Affiant, LOUIE C. CASEY, JR., SENIOR VICE PRESIDENT AND TRUST OFFICER of SouthTrust Bank, is personally known to me.

NOTARY SEAL

NOTARY Public, STATE of Florida

01 OCT 30 2001 11:06:39 PM FAX 2052544384
 08/08/00 TUE 10:58 FAX 2052544384
 FROM ATLANTA 307 VPI

SOUTHERN TRUST ASSET MGT CO
 SHQA B' HAM CONTROLLER
 404-588-7342

NO. 383 P. 4/5

T-230 P. 04/08 F-160

002

FEDERAL RESERVE BANK OF ATLANTA

Zane R. Kelley
 Vice President

June 6, 2000

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Board of Directors
 SouthTrust Bank, N. A.
 420 North 20th Street
 Birmingham, Alabama 35203

Dear Board Members:

The Federal Reserve Bank of Atlanta, acting under delegated authority on behalf of the Board of Governors, has today approved the application by SouthTrust Bank, N. A., Birmingham, Alabama (SouthTrust), to convert to a state-chartered member of the Federal Reserve System. This approval is subject to the conditions below:

1. At all times the bank shall conduct its business and exercise its powers with due regard to the safety of its depositors, and except with the permission of the Board of Governors of the Federal Reserve System, the bank shall not cause or permit any changes to be made in the general character of its business or in the scope of the corporate powers exercised by it at the time of conversion.
2. The net capital and surplus funds of the bank shall be adequate in relation to the character and condition of its assets and to its deposit liabilities and other corporate responsibilities.

In connection with these conditions of membership, particular attention should be given to the enclosed copy of the Board's Regulation H. Regulation H dictates the responsibilities and the permissible activities of state banks that are members in the Federal Reserve System. Section 208.7 of the regulation should receive special attention from the board of directors.

104 MARSHALL STREET, N.W. ATLANTA, GEORGIA 30303-2713 404/588-7203

10-31-01 10:32AM

TO 19043551520

P005/005

OCT. 30. 2001 6:40PM SOT. ASSET MGT JAX
08/14/00 MON 08:45 FAX 205 254 8089
08/06/00 TUE 18:57 FAX 2052544384
ATLANTA SAN DEPT

SOUTHTRUST ASSET MGT CO
SBOA B' HAM CONTROLLER
404-589-7142

NO.383 P.5/5 2003

T-888 P.08/08 F-100

FEDERAL RESERVE BANK OF ATLANTA

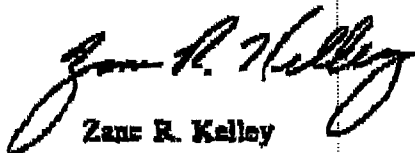
Page 3

Board of Directors

June 6, 2000

Should you have any questions concerning this matter, please contact Gretchen Womble of our staff at (404) 589-7259.

Very truly yours,


Zane R. Kelley

Enclosures - Resolutions (3 copies)
Regulation H

cc w/out enclosures:

Board of Governors
Alabama State Banking Authority
Federal Deposit Insurance Corporation - Washington
Federal Deposit Insurance Corporation - Atlanta Office
FRB Atlanta - Birmingham Branch
Ms. Anita Pross
Administrative Vice President
SouthTrust Corporation
100 Brookwood Place, Suite 300
Birmingham, Alabama 35203

104 MARIETTA STREET, N.W ATLANTA, GEORGIA 30303-2713 404/589-7203

STATE OF FLORIDA
COUNTY OF DUVAL

MEMORANDUM OF TRUST

John W. Lee, under Trust Agreement dated May 29, 1990 by and between John W. Lee, Grantor, and John W. Lee, Trustee, empowered the Trustee and Successor Trustees with following powers relative to the sale of real property:

ARTICLE XIX

TRUSTEE'S POWERS. In the administration of each trust created hereunder, without regard to any legal restrictions otherwise applicable to trustees, Trustee is authorized and empowered, in Trustee's absolute and uncontrolled discretion, to exercise for the benefit of the beneficiary or beneficiaries hereof any and or all powers now or hereafter conferred by statutory and/or common law, including but not limited to the powers set forth in Section 737.402, Florida Statutes, 1989, and the following discretionary powers:

- C. To transfer, pledge, sell, exchange, improve, manage, operate, repair, subdivide, partition, lease, mortgage, give options upon or otherwise dispose of any property, real, personal or mixed, at any time forming part of the trust estate, in such manner and upon such terms and conditions as Trustee may determine and without application to any court.

Successor Trustee Provisions:

ARTICLE XVIII

- A. Settlor hereby designates himself as Trustee, as set forth in the introductory paragraph hereof. At all Times (after Settlor ceases to serve), there shall serve as Trustee one (or more if Named) "family Member" Trustee and an independent (or non-beneficiary) Trustee. At any time all named nephews fail or cease to serve, the independent Trustee shall serve alone. Upon the death, resignation or inability of Settlor to serve as Trustee, the following, in the order and sequence named, shall serve as Trustee hereunder.

- 1. Herman Tomlinson and Herbert Tomlinson (as "family member") and American National Bank of Florida, 2031 Hendricks Avenue, Jacksonville, Florida, as the independent (or non-beneficiary) member.

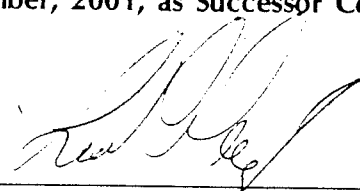
The undersigned Successor Trustee hereby certifies that:

John W. Lee, Grantor and Original Trustee died on December 11, 1990

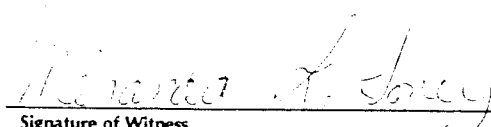
The Original Trust Document dated May 29, 1990 was not and has not been amended and remains in full force and effect

SouthTrust Bank, successor to American National Bank of Florida by merger, Herman Tomlinson and Herbert Tomlinson assumed the responsibilities of Successor Trustees on the death of John W. Lee and continue in their role of Successor Co-Trustees.

WITNESSETH my hand and seal this 1st day of November, 2001, as Successor Co-Trustee of the John W. Lee Trust dated May 29, 1990.



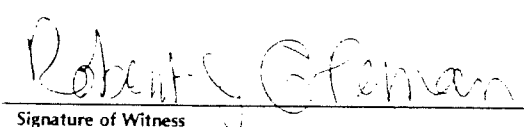
SIGNATURE OF LOUIE C. CASEY, JR.
SENIOR VICE PRESIDENT & TRUST OFFICER
FOR SOUTHTRUST BANK, SUCCESSOR CO-TRUSTEE



Signature of Witness

Miranda L. Taney

Printed Signature of Witness




Signature of Witness

Robert J. Coleman

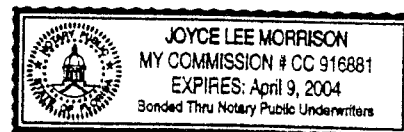
Printed Signature of Witness

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on the 1st day of November, 2001, by Louie C. Casey, Jr., SVP of SouthTrust Bank, who is personally known to me.



Notary Public, State of Florida



RESOLUTION NO. 2001-139

A RESOLUTION AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY TO PURCHASE THE GOFFINSVILLE TRACT AND AUTHORIZING THE CHAIRMAN OF THE BOARD TO EXECUTE A CONTRACT FOR SAID PROPERTY

WHEREAS, the Board of County Commissioners of Nassau County, Florida and the Trust for Public Land have agreed to the acquisition of property known as the "Goffinsville Tract"; and

WHEREAS, the Trust for Public Land intends to purchase said property and convey the property to the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners has reviewed the Contract for Sale and Purchase and agreed to the terms and conditions.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Nassau County, Florida, this 8th day of October 2001, that:

1. The Board of County Commissioners accepts the terms and conditions of the Contract for Sale and Purchase of the "Goffinsville Tract".
2. The Board of County Commissioners authorizes the Chairman to execute said contract and execute any

A CERTIFIED TRUE COPY

J. M. Daley Jr. Clerk by *Joan H. Blanchard*
EX-OFFICIO, Clerk to the Board of County Comm.
Nassau County, Florida
Deputy Clerk

and all documents necessary for the closing on the property.

3. The Board of County Commissioners authorizes the expenditure of the funds necessary to acquire the property and directs the Clerk to issue from the credit line account any and all checks pursuant to the terms of the contract for Sale and Purchase.

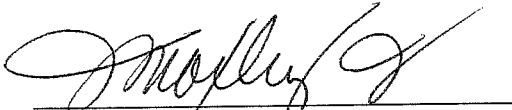
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL

Its: Chairman

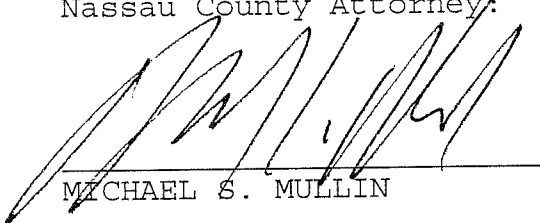
ATTEST:



J. M. "CHIP" OXLEY, JR.

Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLIN