



Prepared By and Return To:  
Susan C. McDonald, Esquire  
Rogers Towers  
1301 Riverplace Blvd., Suite 1500  
Jacksonville, FL 32207  
(904) 346-5587

INSTR # 200344781  
OR BK 01195 PGS 0238-0277  
RECORDED 12/12/2003 04:03:43 PM  
J. M. OXLEY JR  
CLERK OF CIRCUIT COURT  
NASSAU COUNTY, FLORIDA  
RECORDING FEES 181.50

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**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT**, made this 8<sup>th</sup> day of September, 2003, by and between Amelia National Enterprise, L.L.C., a Florida limited liability corporation (“ANE”), Rayland L.L.C., a Delaware limited liability company (“Rayland”), Lofton Pointe, Inc., a Florida corporation (“Lofton”), Amelia Concourse Development, L.L.C., a Florida limited liability corporation (“ACD”), Seda Construction, a Florida corporation (“Seda”), Robert A. and Sook Marino, husband and wife (“Marino”), their heirs, successors, or assigns (“Owners”), and NASSAU COUNTY, a political subdivision of the State of Florida (the “County”).

**WITNESSETH:**

**WHEREAS**, the Owners own and intend to develop certain parcels of property as more particularly described (“Proposed Development”) herein located in a strategic and rapidly growing area south of State Road 200/A1A and west of County Road 107 (“the Property”);

**WHEREAS**, to respond to the needs of health, safety and welfare of the residents of the area and to better evacuate residents from the Nassauville area in the event of a hurricane, County determined that County Road 107 needs to be widened to increase its capacity or an alternative route needs to be constructed to meet this need;

**WHEREAS**, the County has determined that construction of an alternate route would be the safest and most practical solution in order to timely respond to the need to improve the hurricane evacuation route for residents in the area;

**WHEREAS**, the Owners need additional roadway improvements to be constructed to provide primary access to their property;

**WHEREAS**, such additional roadway improvements would also provide an alternative route to improve the hurricane evacuation system needed by the County;

**WHEREAS**, the Owners need county approval of transportation concurrency to enable them to develop their property;

**WHEREAS**, the Owners and the County desire to enter into an agreement to set forth the terms and conditions under which this alternative roadway would be built in consideration for which the County would grant transportation concurrency to the Owners;

**WHEREAS**, improvements will be called Amelia Concourse and will include construction, maintenance, lighting, drainage and landscaping;

**WHEREAS**, the parties desire to fund a portion of the Amelia Concourse improvements through the issuance of bonds secured by the proceeds of special assessments imposed against the Property by creation of a Municipal Special Bonding Unit (MSBU);

**WHEREAS**, such an agreement is compatible with the County's Comprehensive Planning Policies 1.06.03 and 1.02 to promote compact growth with urban development areas by establishing mixed-use nodal development at this location, to promote compatibility with surrounding land uses; Objectives 2.02 and 2.05 to provide for safe hurricane evacuation facilities for the citizens of Nassau County and to provide transportation infrastructure adequate to meet the impacts of development;

**Public Facility Schedule**

The following public facilities will serve the development proposed for the Property through the ten (10) years of the Development Agreement to 2013.

- (1) Transportation -- This Development Agreement meets the requirements of Section 163.3180(2), F.S. regarding the provision of roads. A traffic analysis was conducted to determine that all impacted road segments will continue to operate within the level of service standard set forth in the Nassau County Comprehensive Plan or in the alternative will meet the requirements and/or intent of the Nassau County Fair Share Ordinance.
- (2) Potable Water/Sanitary Sewer -- The project is within the Jacksonville Electric Authority (JEA) service area for potable water and sanitary sewer service. JEA has provided confirmation that water and sewer service sufficient to serve the site is available.
- (3) Solid Waste -- The County owns and operates the County's landfill. It will have sufficient space to accommodate the solid waste generated by the development of the Property through buildout of Phase II.
- (4) Drainage -- The Owners, their successors and assigns, shall provide drainage in accordance with the St. Johns River Water Management District and the County regulations, consistent with the phasing schedule as set forth in this Development Agreement.

**WHEREAS**, the County acknowledges Proposed Development meets the goals and **policies** of the Nassau County Comprehensive Plan and Future Land Use Map;

**WHEREAS**, the County deems it to be in the public interest to recognize the benefits of the Proposed Development;

**WHEREAS**, the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243, Florida Statutes (the "Act"), authorizes local governments to enter into development agreements with developers to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers in the

approval of development and assurances that they may proceed in accordance with existing laws and policies, subject to the conditions of such development agreements;

**WHEREAS**, the "Act" authorizes agreements for up to ten years and considered for an extension upon a showing of cause at a public hearing;

**WHEREAS**, the County's ordinances permit execution of such Development Agreement;

**WHEREAS**, such Development Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning and reduces the costs of development;

**WHEREAS**, the construction of the Proposed Development will be of significant economic benefit to the citizens of the County by providing new jobs in the office and commercial areas and a variety of housing opportunities in the residential areas, will substantially augment the ad valorem tax base of the County, and enhance the health, safety and welfare of the citizens of Nassau County;

**NOW, THEREFORE**, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

The foregoing statements are true and correct and incorporated herein by reference as Findings of Fact.

1. Purpose, Conditions Precedent to Development. The purpose of this Development Agreement is as follows:

To establish procedures by which each of the Owners may be granted concurrency to the extent specified herein in consideration for the funding and construction of the Amelia Concourse Improvements (“Improvements”) as further described on Exhibit A attached. Each Owner agrees that its Property is located within the Amelia Concourse Assessment Area and further agrees that it will be benefited from construction of the Improvements.

2. Assignment of Daily Trips to Owners.

a. Amelia National Enterprise- Amelia National Enterprise is the owner of the property described on Exhibit B which is also on Parcel A as reflected on the MSBU Assessment Area Map attached as Exhibit H (“ANE Lands”). ANE is hereby relieved of all obligations under that certain concurrency certificate dated May 3, 2002. ANE is hereby granted concurrency to be used on ANE Lands for 729 single family units, 20 multifamily units, 20,000 square feet of commercial development, and a 206.79 acre golf course and clubhouse or 9890 daily trips pursuant to the terms and conditions of this Agreement.

b. Lofton Pointe, Inc.- Lofton is the owner of the property described on Exhibit C which is Parcel B on the attached Exhibit H. (“Lofton Lands”) Lofton is hereby granted concurrency to be used on Lofton Lands for 16,000 square feet of general commercial or 1397 daily trips pursuant to the terms and conditions of this Agreement.

c. Amelia Concourse Development, L.L.C. –Amelia Concourse Development, L.L.C. is the owner of the property described on Exhibit D which is Parcel E on the attached Exhibit H (“ACD Lands”). ACD is hereby granted concurrency to be

used on the ACD Lands for 106 single family residential units or 1014 daily trips pursuant to the terms and conditions of this Agreement.

d. Seda Construction Company – Seda Construction Company is the owner of property described on Exhibit E which is Parcel G on the attached Exhibit H. (“Seda Lands”) Seda is hereby granted concurrency to be used on the Seda Lands for 210 single family residential units or 2010 daily trips pursuant to the terms and conditions of this Agreement.

e. Robert A. and Sook Marino— Robert A. and Sook Marino are the owners of the property described on Exhibit F which is Parcel J on the attached Exhibit H. (“Marino Lands”) Marino is hereby granted concurrency to be used on the Marino Lands for 149 single family residential units or 1426 daily trips pursuant to the terms and conditions of this Agreement.

f. Rayland, LLC -- Rayland, LLC is the owner of the property described on Exhibit G which is comprised of Parcels I, K, and L on the attached Exhibit H. (“Rayland Lands”). Rayland, LLC is hereby granted concurrency to be used on the Rayland Lands for (i) 749 single family residential units, 300 multifamily residential units, and 30,000 square feet of general commercial and a total of 11,662 daily trips on Parcel I, (ii) 100 single family residential units and 100,000 square feet of general commercial and a total of 6855 daily trips on Parcel K, and (iii) 500 single family residential units and a total of 4785 daily trips on Parcel L pursuant to the terms and conditions of this Agreement. The County hereby acknowledges that Rayland LLC is a land seller. Rayland LLC agrees to donate right of way to the County for the Amelia Concourse Improvements with a value of Three Hundred Thousand and no/100 Dollars (\$300,000.00) at such time as the MSBU

is created and a county contribution is required. This donation is based on thirty acres of right of way valued at Ten Thousand and no/100 Dollars (\$10,000.00) per acre.

3. Term of Concurrency, Transferability. So long as any Owner is in compliance with this Agreement, such Owner shall maintain the allocation of transportation concurrency for the period of the Agreement. Each owner's allocation of concurrency shall run with its Property and the benefits under this Agreement are transferable to each Owner's heirs, successors and assigns. Provided however, the parties agree that daily trips may be transferred from one Property to the other so long as the Property is within the Amelia Concourse Assessment Area. So long as the number of daily trips assigned to the Parcel is not exceeded, any Owner may vary uses, the number of units and/or square feet on a Parcel using the trip generation data set forth in the Amelia Concourse Assessment Resolution subject to the requirements of Florida Statutes 380.06 and pertinent zoning requirements of the Parcel itself.

4. County Obligations.

a. Except as provided herein, the County shall not impose any further conditions upon the use of capacity or vested rights issued hereunder unless any such conditions are determined by the Board of County Commissioners of the County to be essential to protect the health, safety and welfare of the citizens of the County.

b. This Agreement is consistent with Nassau County Ordinance No. 99-06, as it may be amended from time to time, and Florida Statutes Section 163.3220-163.3243 and is effective through the December 31, 2013 or within any applicable extension to this Agreement issued or agreed to by the County.

c. The County grants each Owner an exemption from the payment of fifty percent (50%) of the prevailing transportation impact fees on the Property which is the subject of this Agreement. This exemption will expire on the earlier of the following events: (i) the expiration of this agreement or (ii) the expiration of the MSBU.

d. The County agrees that Owners may continue to submit plans for development on Owner's property concurrent with the design, engineering, and completion of construction of the Improvements up to the point of occupancy of development on the Owner's Property . No certificates of occupancy may be issued on the Owner's Property until the Improvements are completed. Provided however, as four lanes of the Improvements have been constructed adjacent to an Owner's Property and approved by the County as a part of the bonded contract for construction of the entire four lane project, certificates of occupancy may be issued for development on the Owner's property adjacent to the four lanes of the Improvements.

5. Extension of Agreement; Subsequent Changes to Concurrency Ordinance.  
The duration of this Agreement may be extended by the County after conducting a public hearing in the manner specified in Section 163.3225, Florida Statutes, as it may be amended from time to time. If the County modifies its land development regulations or any other regulation subsequent to the execution of this Agreement, no such modification shall be applied in a manner that operates to prevent development of the Property as would be permitted by this Agreement hereunder in its entirety under the County's land use regulations in effect as of the date of the execution of this Agreement. Further, nothing in this section shall be deemed to constitute a waiver of the applicant's right to contest application of any building code, zoning ordinance or other land development



regulations as applied to this development under the State of Florida or United States Constitutions. For purposes of determining whether units or square feet have met concurrency requirements under this Agreement, final engineering plans must be submitted to the County prior to the expiration of this Agreement.

6. Necessity to Obtain Permits and Perform Traffic Signalization Study.

Owners hereby acknowledge their obligation to obtain all necessary local development permits which may be needed for development of the property. The failure of this Agreement to address any particular permit, condition, term, or restriction applicable to the development of the property shall not relieve the Owner or any successor or assign of the necessity of complying with federal, state, and local permitting requirements, conditions, terms, or restrictions as may be applicable. No provision contained herein shall exempt the Owner from complying with Nassau County Code of Ordinances, including but not limited to Roadway and Drainage Standards. When required by the County, Owners agree to fund a transportation analysis to determine timing changes for signalization at the intersections of State Road 200 at U.S. 17 and State Road 200 at Nassauville Road. The results of the analysis will be furnished to the Florida Department of Transportation in order that such changes may be implemented.

7. Agreement Consistent with Comprehensive Plan and Florida Statutes 163.3180. The County hereby acknowledges and agrees that (i) the development contemplated by this Development Agreement is consistent with the County's Comprehensive Plan and Land Development Regulations, and (ii) that the County's Comprehensive Plan is in compliance with the State of Florida Comprehensive Plan.

8. Permitting Requirements. Owner will secure the following permits (“the Permits”), if needed including but not limited to:

St. John’s River Water Management District – Environmental Resource Permit  
Nassau County Building Permit  
Nassau County Site Work Permit  
FDOT Connection Permit  
Drainage Permit Final Development Plans, Final Plats, and Construction  
Plans for Phases as applicable  
Nassau County Certificate of Concurrency for Water, Sewer and Drainage, and  
Solid Waste  
Nassau County Right of Way Permits

9. Subsequently Adopted Regulations. The County may apply subsequently adopted regulations and policies to the Proposed Development only upon meeting the requirements of Section 163.3233 Florida Statutes (2002).

10. Reporting. Beginning one year after the Effective Date of this Agreement as defined herein, the Owner shall provide to the County a written and accurate status report acceptable to the County, which shall include all information necessary for the County to conduct its periodic review in compliance with the requirements of Section 163.3235, Florida Statutes and applicable rules. Said report shall include, but not be limited to, a description of the development activity during the preceding year and data sufficient to establish compliance with the terms and conditions of this Agreement. This report may contain the monitoring information set forth herein above.

11. Recording.

a. Owners shall pay all costs related to providing notice and advertising this Agreement under Section 163.3225, Florida Statutes, and the cost of recording this Agreement.

b. Within fourteen (14) days after the County executes this Development Agreement, the County shall record it with the Clerk of the Circuit Court. Within

fourteen (14) days after this Development Agreement is recorded, the County shall submit a copy of it to the Florida Department of Community Affairs by certified mail, return receipt requested.

12. Binding Effect. The burdens of this Development Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

13. Applicable Law; Jurisdiction of Venue. This Development Agreement, and the rights and obligations of the County and the Owner hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. This Agreement may be enforced as provided in Section 163.3243, Florida Statutes. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Nassau County, Florida. If any provision of this Development Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Development Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Development Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restriction that must be satisfied to complete the development contemplated by this Agreement shall not relieve the Owner or its successor in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions.

14. Joint Preparation. Preparation of this Development Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

15. Exhibits. All exhibits attached hereto contain additional terms of this Development Agreement and are incorporated herein by reference.

16. Captions or Paragraph Headings. Captions and paragraph headings contained in this Development Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Development Agreement, nor the intent of any provision hereof.

17. Counterparts. This Development Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Development Agreement.

18. Effective Date; Duration of Agreement. This Agreement shall become effective after it has been recorded in the public records of Nassau County, after approval of the MSBU, and thirty (30) days after it is received by the Florida Department of Community Affairs (the "Effective Date"). This Development Agreement shall remain in effect until the earlier of the following dates: (i) the date on which the debt incurred for construction of the Improvements is repaid in full or (ii) the tenth anniversary of the Effective Date, unless otherwise extended or terminated as provided for herein or in the Act. This Development Agreement may be terminated by mutual consent of the parties. The maximum period of this Agreement shall be ten (10) years unless extended as set forth above.

19. Amendment. This Development Agreement may be amended by mutual consent of the parties so long as the amendment meets the requirements of the Act.

20. Duration of Permits. Developer acknowledges that this Agreement does not extend the duration of any other permits or approvals.

21. Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Development Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Development Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Development Agreement, and to coordinate the performance of their respective obligations under the terms of this Development Agreement.

22. Notices. Any notices or reports required by this Development Agreement shall be sent to the following:

For the County:                   The Management Team  
  P. O. Box 1010  
  Fernandina Beach, Florida 32034

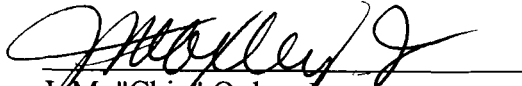
For the Owner:                   Susan C. McDonald, Attorney at Law  
  Rogers Towers  
  1301 Riverplace Boulevard, Suite 1500  
  Jacksonville, FL 32207

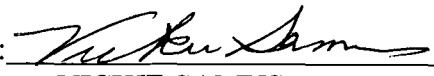
23. Benefits to County. The County hereby acknowledges and agrees that this Agreement substantially benefits the County in carrying out its comprehensive plan objectives, its hurricane evacuation procedures, and its capital improvement planning program to provide certainty in planning and scheduling traffic improvements to serve not only the residents of these developments and those County residents utilizing the planned commercial development, but all the citizens of Nassau County.

Passed and Duly Adopted by the Board of County Commissioners of Nassau  
County, Florida, this 8th day of September, 2003.


Attest: County Clerk

Board of County Commissioners  
Nassau County, Florida

  
L.M. "Chip" Oxley, Jr.  
Its: Ex-Officio Clerk

By:   
VICKIE SAMUS  
Its: Chairman

Approved as to form by the  
Nassau County Attorney

  
MICHAEL S. MULLIN

Approved as to form by the  
Nassau County Attorney:

\_\_\_\_\_  
MICHAEL S. MULLIN

IN WITNESS WHEREOF, the parties hereto, through their duly authorized  
representatives, have executed this Agreement on the day(s) and year set forth below.

Witness

Amelia National Enterprise, L.L.C.  
By Montgomery Land Company  
Its Managing Member

John B. Murphy  
Name: John B. Murphy

By: Mitchell R. Montgomery  
Mitchell R. Montgomery  
Its President

Patsy A. Hite  
Name: Patsy A. Hite

Date: 9-9-03

Witness

Amelia Concourse Development, L.L.C.

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

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

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

Its: \_\_\_\_\_

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

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

Witness

Lofton Pointe, Inc.

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

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

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

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

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

Approved as to form by the  
Nassau County Attorney:

\_\_\_\_\_  
MICHAEL S. MULLIN

IN WITNESS WHEREOF, the parties hereto, through their duly authorized  
representatives, have executed this Agreement on the day(s) and year set forth below.

Witness

Amelia National Enterprise, L.L.C.

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

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

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

Its: \_\_\_\_\_

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

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

Witness

Amelia Concourse Development, L.L.C.

Becky B. Worsley  
Name: Becky B. Worsley

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

Name: WILLIAM J. MOCK, JR.

Its: MANAGING MEMBER

Norma F. Douglas  
Name: NORMA F. DOUGLAS

Date: 9/17/03

Witness

Lofton Pointe, Inc.

Becky B. Worsley  
Name: Becky B. Worsley

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

Name: HARRY S. TREVENT

Norma F. Douglas  
Name: NORMA F. DOUGLAS

Date: 9/17/03



Witness

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

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

Witness

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

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

Witness

*William J. Watson*  
Name: WILLIAM J. WATSON

*Virginia B Batten*  
Name: Virginia B Batten

Witness

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

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

Robert A. Marino

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

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

Sook. Marino

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

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

Rayland, LLC  
By Its Manager, Rayonier Timberlands  
Management, Inc.

By: *W.D. Erickson*  
Name: W.D. ERICKSEN

Date: 11/10/03

SEDA Construction Company

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

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

JAX662213\_3

JAX690847\_1

Witness

Linda Miranda  
Name: Linda Miranda

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

Witness

Linda Miranda  
Name: Linda Miranda

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

Witness

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

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

Witness

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

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

Robert A. Marino

By: Robert A. Marino  
Name: 9/30/03

Date: 9/30/03

Sook. Marino

By: Sook Marino  
Name: SOOK MARINO

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

Rayland, LLC  
By Its Manager, Rayonier Timberlands  
Management, Inc.

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

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

SEDA Construction Company

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

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

JAX662213\_3

JAX690847\_1

Witness

Robert A. Marino

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

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

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

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

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

Witness

Sook. Marino

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

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

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

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

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

Witness

Rayland, LLC  
By Its Manager, Rayonier Timberlands  
Management, Inc.

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

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

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

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

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

Witness

SEDA Construction Company

Name: Jennie M. Lesniak

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

Name: JOHN A. SEMANIK

Name: Molly Rose Gebhardt

Date: 12/10/05

EXHIBIT A  
AMELIA CONCOURSE IMPROVEMENTS

Construction of a four-lane road from A1A/State Road 200 at the intersection of A1A and Chester Road south to County Road 107 to be generally located as depicted on the attached map. Improvements will include, in addition to the roadway construction itself, adjacent utility construction, landscaping, lighting, irrigation, regional stormwater management, including retention/detention and conveyance, wetlands mitigation, and intersection improvements to be determined at A1A/State Road 200 and Chester Road and Amelia Concourse and County Road 107. The roadway will include turn lanes, signalization and medians as set forth in the plans to be approved by the County.

JAX\680304\_1

MSBU Assessment Area  
Nassau County, Florida

May 21, 2003

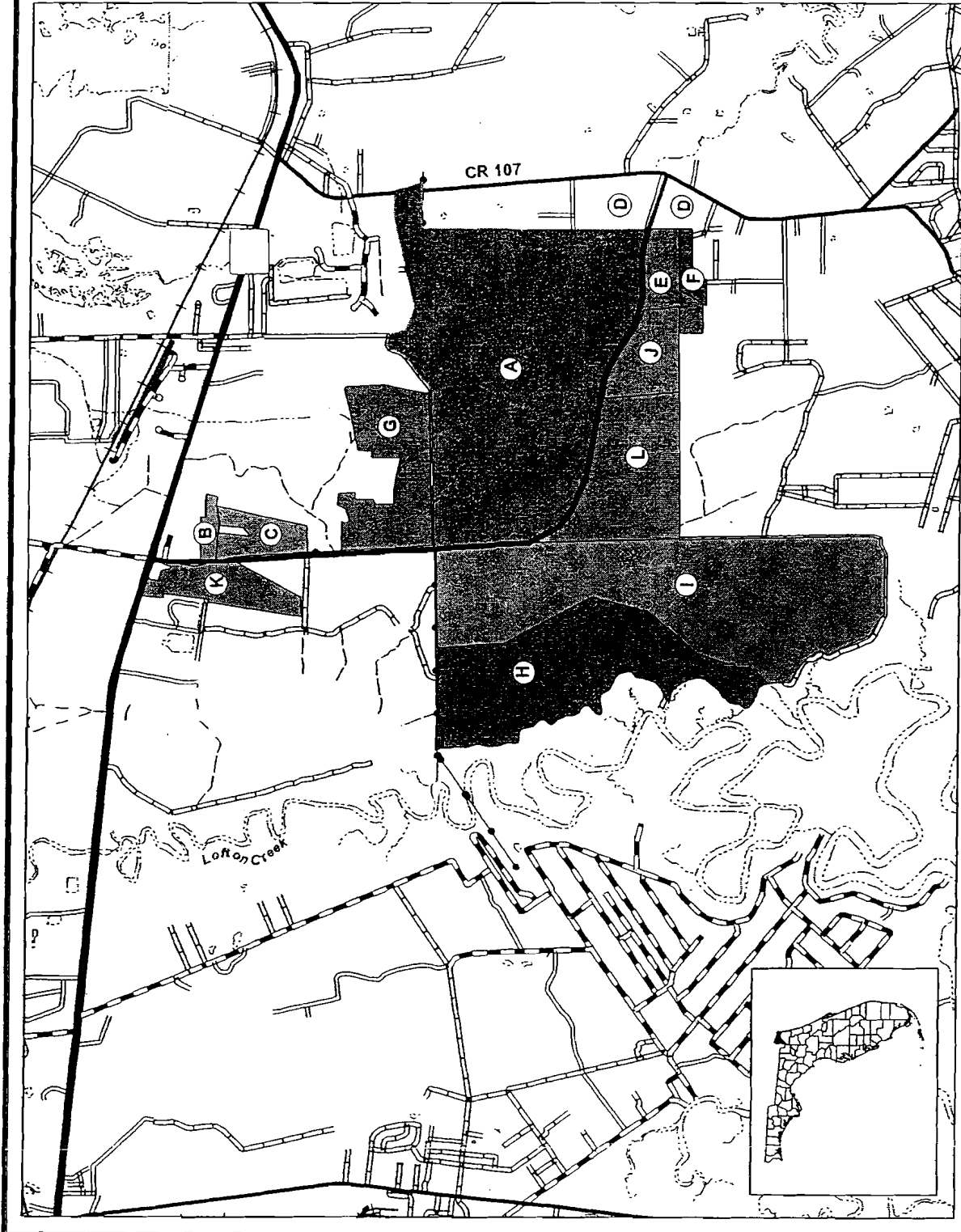


Legend

Amelia Concourse

0 1,250 2,500 Feet

Rayland  
A subsidiary of Raytheon



INSTR # 200344781  
OR BK 01195 PG 0258

**EXHIBIT B - LEGAL DESCRIPTION FOR PARCEL A  
(AMELIA NATIONAL ENTERPRISE, LLC)**

MAP SHOWING BOUNDARY SURVEY OF

MELIA NATIONAL BOUNDARY  
BASE TWO

PARCEL OF LAND BEING A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, TOWNSHIP 2 NORTH, RANGE 28 EAST, AND RUN NORTH 89°35'23" EAST, ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 2,643.15 FEET, TO THE WESTERLY LINE OF GOVERNMENT LOT 4, SECTION 29; RUN THENCE NORTH 00°05'39" WEST, ALONG THE WESTERLY LINE OF AFORESAID GOVERNMENT LOT 4, A DISTANCE OF 947.75 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE NORTH 00°05'39" WEST, ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 4, AND THEN ALONG THE WESTERLY LINE OF GOVERNMENT LOT 3, SECTION 29, A DISTANCE OF 2,609.08 FEET, TO A POINT; RUN THENCE NORTH 86°00'00" WEST, A DISTANCE OF 795.01 FEET, TO A POINT; RUN THENCE NORTH 81°00'00" EAST, A DISTANCE OF 1,800.32 FEET, TO A POINT; RUN THENCE NORTH 84°00'00" WEST, A DISTANCE OF 200.70 FEET, TO A POINT; RUN THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET, TO A POINT; RUN THENCE NORTH 84°00'00" WEST, A DISTANCE OF 1,050.00 FEET, TO A POINT; RUN THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 1,642.43 FEET, TO A POINT ON THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF A PROPOSED 150 FOOT RIGHT OF WAY, AS SHOWN IN SKETCH BY PRIVETT AND ASSOCIATES, DATED DECEMBER 17, 1999, DRAWING No. 7-3-309(B)-12-96; RUN THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID PROPOSED 150 FOOT RIGHT OF WAY, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

COURSE No. 1: THENCE, SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 1,273.34 FEET, THROUGH A CENTRAL ANGLE OF 20°17'00" TO THE RIGHT, AN ARC DISTANCE OF 450.78 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 69°51'30" EAST, 448.43 FEET;

COURSE No. 2: SOUTH 59°43'00" EAST, A DISTANCE OF 1,260.24 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY;

COURSE No. 3: THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, CONCAVE NORTHERLY, AND HAVING A RADIUS OF 1,050.00 FEET, THROUGH A CENTRAL ANGLE OF 31°34'37" TO THE LEFT, AN ARC DISTANCE OF 578.66 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°30'18" EAST, 571.38 FEET;

COURSE No. 4: NORTH 88°42'23" EAST, A DISTANCE OF 1,015.37 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY;

COURSE No. 5: THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 1,200.00 FEET, THROUGH A CENTRAL ANGLE OF 19°00'26" TO THE RIGHT, AN ARC DISTANCE OF 398.09 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 81°47'24" EAST, 396.26 FEET;

COURSE No. 6: SOUTH 72°17'11" EAST, A DISTANCE OF 366.85 FEET, TO THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED, CONTAINS 9,007,820 SQUARE FEET, OR 206.79 ACRES, MORE OR LESS, IN AREA.

**LEGAL DESCRIPTION:**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 3, SECTION 27, TOWNSHIP 2 NORTH, RANGE 28 EAST, AND A PORTION OF SECTIONS 26, 27, 28 AND 30, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF GOVERNMENT LOT 4, SAID SECTION 27 AND RUN SOUTH 00°-05'-11" EAST, ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 1319.50 FEET TO THE SOUTHWEST CORNER THEREOF; RUN THENCE SOUTH 00°-05'-38" EAST, ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 1 AND GOVERNMENT LOT 2, SAID SECTION 29, A DISTANCE OF 1900.00 FEET TO A POINT; RUN THENCE NORTH 06°-00'-00" WEST, DEPARTING FROM LAST MENTIONED WESTERLY LINE, A DISTANCE OF 793.01 FEET TO A POINT; RUN THENCE NORTH 81°-00'-00" WEST, A DISTANCE OF 1800.32 FEET TO A POINT; RUN THENCE NORTH 84°-00'-00" WEST, A DISTANCE OF 208.70 FEET TO A POINT; RUN THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 350.00 FEET TO A POINT; RUN THENCE NORTH 81°-00'-00" WEST, A DISTANCE OF 1050.00 FEET TO A POINT; RUN THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 1642.43 FEET TO A POINT; RUN THENCE NORTH 80°-00'-00" WEST, A DISTANCE OF 2532.28 FEET TO A POINT OF CURVATURE; RUN IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1909.85 FEET, A CHORD DISTANCE OF 859.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CURVE BEING NORTH 67°-00'-00" WEST; RUN THENCE NORTH 54°-00'-00" WEST, A DISTANCE OF 550.61 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 854.33 FEET, A CHORD DISTANCE OF 837.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CURVE BEING NORTH 28°-00'-00" WEST; RUN THENCE NORTH 02°-00'-00" WEST, A DISTANCE OF 1881.51 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 3729.38 FEET, A CHORD DISTANCE OF 143.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 02°-43'-30" WEST; RUN THENCE NORTH 03°-27'-00" WEST, A DISTANCE OF 405.98 FEET TO A POINT ON THE NORTHERLY LINE OF THAT CERTAIN 25-FOOT WIDE UTILITY EASEMENT DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 164, PAGE 580; RUN THENCE THE FOLLOWING FOUR (4) COURSES ALONG LAST MENTIONED NORTHERLY EASEMENT LINE: COURSE NO. 1 - NORTH 87°-42'-42" EAST, A DISTANCE OF 1428.82 FEET TO AN ANGLE POINT; COURSE NO. 2 - NORTH 88°-40'-24" EAST, A DISTANCE OF 870.40 FEET TO A SECOND ANGLE POINT; COURSE NO. 3 - NORTH 88°-09'-54" EAST, A DISTANCE OF 1419.45 FEET TO A THIRD ANGLE POINT; COURSE NO. 4 - NORTH 99°-55'-04" EAST, A DISTANCE OF 359.08 FEET TO A POINT; RUN THENCE NORTH 53°-00'-00" EAST, DEPARTING FROM SAID NORTHERLY EASEMENT LINE, A DISTANCE OF 813.04 FEET TO A POINT; RUN THENCE NORTH 37°-00'-00" EAST, A DISTANCE OF 354.32 FEET TO A POINT; RUN THENCE NORTH 00°-00'-00" WEST, A DISTANCE OF 273.82 FEET TO A POINT; RUN THENCE SOUTH 87°-00'-00" EAST, A DISTANCE OF 333.83 FEET TO A POINT ON THE WESTERLY LINE OF NASSAU LAKES SUBDIVISION PHASE 1-B (ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 5, PAGES 72 AND 73 OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING THREE (3) COURSES ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID NASSAU LAKES SUBDIVISION PHASE 1-B: COURSE NO. 1 - SOUTH 18°-08'-30" EAST, A DISTANCE OF 497.68 FEET TO AN ANGLE POINT; COURSE NO. 2 - SOUTH 68°-10'-20" EAST, A DISTANCE OF 856.25 FEET TO A SECOND ANGLE POINT; COURSE NO. 3 - NORTH 77°-22'-09" EAST, A DISTANCE OF 2340.00 FEET TO THE SOUTHWESTERLY CORNER OF TRACT "D", SAID NASSAU LAKES SUBDIVISION PHASE 1-B; RUN THENCE NORTH 89°-30'-26" EAST, ALONG THE SOUTHERLY LINE OF SAID TRACT "D" AND ALONG THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF RAD PROPERTIES, INC. (ACCORDING TO DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 408, PAGE 89), A DISTANCE OF 649.80 FEET TO THE SOUTHWESTERLY CORNER OF LAST MENTIONED LANDS ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 102; RUN THENCE SOUTH 94°-38'-08" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 577.73 FEET TO A POINT ON THE NORTHERLY LINE OF SAID GOVERNMENT LOT 4, SECTION 27 AT THE NORTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OF JACK LOUIS WORTHAM AND CHERYL WORTHAM (ACCORDING TO DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 796, PAGE 1442); RUN THENCE SOUTH 89°-39'-15" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, THE SAME BEING THE NORTHERLY LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 933.10 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 669.61 ACRES, MORE OR LESS.



**EXHIBIT C - LEGAL DESCRIPTIONS FOR PARCEL B  
(LOFTON POINTE, INC.)**

PARCEL B1  
A PORTION OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 27 EAST, AND A PORTION OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF LOT 1 OF FLORA PARK, AS RECORDED IN PLAT BOOK PAGES 136, 137 AND 138 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, THENCE NORTH 72°46'59" WEST ALONG THE NORTHERLY LINE OF A RAYLAND COMPANY, INC. PARCEL REFERRED TO AS P.L.M. 25-2N-28-0000-0002-00090, AND AS PARCEL 2B AS SHOWN ON SURVEY FILE NO. LG-656(C) PREPARED BY RICHARD MILLER & ASSOCIATES DATED SEPTEMBER 2, 1999, A DISTANCE OF 127.04 FEET, THENCE SOUTH 21°16'27" WEST ALONG THE WESTERLY LINE OF SAID PARCEL A, A DISTANCE OF 590.83 FEET TO THE NORTHERLY LINE OF AN ADJOINING RAYLAND COMPANY, INC. PARCEL REFERRED TO AS P.L.M. 25-2N-28-0000-0002-0280, THENCE NORTH 89°54'37" WEST ALONG THE NORTHERLY LINE OF SAID PARCEL A, A DISTANCE OF 230.02 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL A AND A NORTHEASTERLY CORNER OF PARCEL B AS SHOWN ON MAP NO. S-2-1050-35-00 PREPARED BY PRIVETT AND ASSOCIATES, INC. AND ALSO BEING THE POINT OF BEGINNING, THENCE SOUTH 12°48'30" WEST ALONG THE WESTERLY LINE OF SAID ADJOINING PARCEL AND ALSO ALONG THE WESTERLY LINE OF SAID PARCEL B, A DISTANCE OF 372.98 FEET, THENCE NORTH 81°37'50" WEST ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 809, PAGE 1435, SAID PUBLIC RECORDS, A DISTANCE OF 1593.47 FEET TO A POINT LYING ALONG A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1562.90 FEET, SAID POINT ALSO LYING ALONG THE INTERSECTION OF THE EASTERLY LINE OF A PROPOSED 125 FOOT WIDE INGRESS AND EGRESS EASEMENT KNOWN AS LOFTON BOULEVARD, THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF THE PROPOSED LOFTON BOULEVARD, AN ARC DISTANCE OF 195.61 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°53'34" WEST AND A CHORD DISTANCE OF 195.48 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1437.60 FEET, THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 226.00 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 11°22'38" WEST AND A CHORD DISTANCE OF 255.67 FEET TO A POINT ON SAID CURVE, THENCE ALONG THE NORTHERLY LINES OF AFOREMENTIONED PARCEL B, THE FOLLOWING FIVE COURSES: SOUTH 72°46'59" EAST, A DISTANCE OF 131.35 FEET, THENCE SOUTH 89°54'37" EAST, A DISTANCE OF 1030.18 FEET, THENCE SOUTH 81°32'30" EAST, A DISTANCE OF 162.28 FEET, THENCE SOUTH 89°54'37" WEST, A DISTANCE OF 232.81 FEET, THENCE SOUTH 89°54'37" EAST, A DISTANCE OF 658.95 FEET TO THE POINT OF BEGINNING, CONTAINING 16.0 ACRES, MORE OR LESS.

**EXHIBIT D - LEGAL DESCRIPTION FOR PARCEL E  
(AMELIA CONCOURSE DEVELOPMENT, LLC)**

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING IN SECTION 29, AND SECTION 32, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 32, SAID POINT LYING ON THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF ROBERT A. MARINO AND SOOK MARINO (ACCORDING TO DEED RECORDED IN BOOK 933, PAGE 803 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE NORTH 89°-43'-40" EAST ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 660.00 FEET TO THE SOUTHEAST CORNER THEREOF; RUN THENCE NORTH 05°-34'-05" WEST ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 911.75 FEET TO A POINT ON A NON-TANGENT CURVE; RUN THENCE IN A EASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1200.00 FEET, A CHORD DISTANCE OF 318.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 83°-40'-28" EAST; RUN THENCE NORTH 88°-42'-23" EAST, A DISTANCE OF 1015.37 FEET TO A POINT OF CURVATURE; RUN THENCE IN A EASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1050.00 FEET, A CHORD DISTANCE OF 346.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 81°-47'-24" EAST; RUN THENCE SOUTH 72°-17'-11" EAST, A DISTANCE OF 415.16 FEET TO A POINT ON THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF JAMES D. PETERS & SHIRLEY D. PETERS, DAVID B. ZACHRY & BARBARA P. ZACHRY (ACCORDING TO DEED RECORDED IN BOOK 149, PAGE 499 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE SOUTH 00°-05'-39" EAST, ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 710.06 FEET TO THE NORTHEAST CORNER OF LANDS NOW OR FORMERLY OF THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS (ACCORDING TO DEED RECORDED IN BOOK 855, PAGE 1174 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE SOUTH 89°-43'-40" WEST ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1599.32 FEET TO THE NORTHWEST CORNER THEREOF; RUN THENCE SOUTH 28°-19'-19" WEST ALONG THE NORTHWESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 712.17 FEET TO THE NORTHEAST CORNER OF LANDS NOW OR FORMERLY OF NORTH HAMPTON, LLC (ACCORDING TO DEED RECORDED IN BOOK 999, PAGE 346 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE SOUTH 89°-59'-20" WEST ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 709.26 FEET TO THE NORTHWEST CORNER THEREOF, SAID POINT LYING ON THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF BARNEY L. NELSON AND KATIE E. NELSON (ACCORDING TO DEED RECORDED IN BOOK 16, PAGE 203 OF THE OFFICIAL RECORDS OF SAID COUNTY), SAID EASTERLY LINE ALSO BEING THE WESTERLY LINE OF SAID SECTION 32; RUN THENCE NORTH 00°-20'-26" EAST ALONG SAID SECTION 32, A DISTANCE OF 622.11 FEET TO THE POINT OF BEGINNING.

**EXHIBIT E - LEGAL DESCRIPTION FOR PARCEL G  
(SEDA CONSTRUCTION)**

**LEGAL DESCRIPTION:**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 28 EAST, TOGETHER WITH A PORTION OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 27 EAST, ALL IN MASSACHUSETTS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 28 EAST, MASSACHUSETTS COUNTY, FLORIDA AND RUN THENCE NORTH 00°-26'-42" WEST ALONG THE EASTERLY LINE OF SAID SECTION 26, A DISTANCE OF 1038.85 FEET TO A POINT ON THE CENTERLINE OF A 50 FOOT WIDE CONSTRUCTION - MAINTENANCE EASEMENT AND RIGHT-OF-WAY (ACCORDING TO DEED RECORDED IN BOOK 21, PAGE 44 OF THE OFFICIAL RECORDS OF SAID COUNTY) AND RUN THENCE SOUTH 88°-55'-04" WEST ALONG LAST MENTIONED CENTERLINE, A DISTANCE OF 1514.87 FEET TO A POINT; RUN THENCE NORTH 01°-04'-56" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY LINE OF AN 80 FOOT WIDE UTILITY EASEMENT (ACCORDING TO DEED RECORDED IN BOOK 673, PAGE 1432 OF THE OFFICIAL RECORDS OF SAID COUNTY) AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN THENCE THE FOLLOWING FOUR COURSES ALONG THE SOUTHERLY LINE OF THE LAST MENTIONED 80 FOOT WIDE UTILITY EASEMENT, THE SAME BEING THE NORTHERLY LINE OF LANDS NOW OR FORMERLY OF AMELIA MARIONAL ENTERPRISE, LLC (ACCORDING TO DEED RECORDED IN DEED BOOK 1080, PAGE 120) OF THE PUBLIC RECORDS OF SAID COUNTY: (1) SOUTH 87°-05'-04" WEST, A DISTANCE OF 200.00 FEET TO A POINT; (2) RUN THENCE SOUTH 88°-59'-54" WEST, A DISTANCE OF 1,418.45 FEET TO A POINT; (3) RUN THENCE SOUTH 89°-40'-21" WEST, A DISTANCE OF 820.40 FEET TO A POINT; (4) RUN THENCE SOUTH 87°-46'-44" WEST, A DISTANCE OF 1,428.86 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF AMELIA CONDOURSE (A 125 FOOT WIDE EASEMENT ACCORDING TO DEED RECORDED IN BOOK 801, PAGE 1870 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE NORTH 03°-27'-40" WEST ALONG THE EASTERLY LINE OF THE LAST MENTIONED 125 FOOT WIDE EASEMENT, A DISTANCE OF 2302.82 FEET TO THE SOUTHWEST CORNER OF LANDS NOW OR FORMERLY OF FLORA PARK DEVELOPMENT V, INC. (ACCORDING TO DEED RECORDED IN BOOK 1053, PAGE 1703 OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE NORTH 88°-59'-55" EAST ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 753.29 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT LYING ON THE NORTHERLY LINE OF LANDS NOW OR FORMERLY OF FLORA PARK DEVELOPMENT, INC. (ACCORDING TO DEED RECORDED IN BOOK 940, PAGE 919 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING 21 COURSES GENERALLY ALONG THE NORTHERLY AND SOUTHERLY LINE OF LAST MENTIONED LANDS (1) SOUTH 25°-36'-46" WEST, A DISTANCE OF 70.08 FEET TO A POINT; (2) RUN THENCE SOUTH 12°-28'-20" WEST, A DISTANCE OF 43.16 FEET TO A POINT; (3) RUN THENCE SOUTH 37°-55'-37" EAST, A DISTANCE OF 60.41 FEET TO A POINT; (4) RUN THENCE SOUTH 88°-25'-21" EAST, A DISTANCE OF 70.91 FEET TO A POINT; (5) RUN THENCE NORTH 76°-02'-02" EAST, A DISTANCE OF 71.29 FEET TO A POINT; (6) RUN THENCE NORTH 64°-45'-48" EAST, A DISTANCE OF 78.71 FEET TO A POINT; (7) RUN THENCE NORTH 86°-33'-46" EAST, A DISTANCE OF 44.89 FEET TO A POINT; (8) RUN THENCE NORTH 76°-07'-19" EAST, A DISTANCE OF 42.39 FEET TO A POINT; (9) RUN THENCE NORTH 68°-21'-01" EAST, A DISTANCE OF 34.42 FEET TO A POINT; (10) RUN THENCE NORTH 30°-03'-33" EAST, A DISTANCE OF 44.46 FEET TO A POINT; (11) RUN THENCE NORTH 18°-01'-53" EAST, A DISTANCE OF 30.18 FEET TO A POINT; (12) RUN THENCE NORTH 27°-46'-16" EAST, A DISTANCE OF 46.39 FEET TO A POINT; (13) RUN THENCE NORTH 12°-04'-46" EAST, A DISTANCE OF 44.21 FEET TO A POINT; (14) RUN THENCE NORTH 46°-20'-03" EAST, A DISTANCE OF 33.00 FEET TO A POINT; (15) RUN THENCE NORTH 73°-45'-12" EAST, A DISTANCE OF 32.37 FEET TO A POINT; (16) RUN THENCE NORTH 79°-33'-19" EAST, A DISTANCE OF 18.01 FEET TO A POINT; (17) RUN THENCE NORTH 86°-15'-44" EAST, A DISTANCE OF 37.29 FEET TO A POINT; (18) RUN THENCE SOUTH 68°-58'-42" EAST, A DISTANCE OF 34.81 FEET TO A POINT; (19) RUN THENCE SOUTH 75°-08'-15" EAST, A DISTANCE OF 37.29 FEET TO A POINT; (20) RUN THENCE NORTH 82°-16'-46" EAST, A DISTANCE OF 38.00 FEET TO A POINT; (21) RUN THENCE SOUTH 84°-01'-13" EAST, A DISTANCE OF 192.16 FEET TO THE NORTHWEST CORNER OF LANDS NOW OR FORMERLY OF FLORA PARK DEVELOPMENT V, INC. (ACCORDING TO DEED RECORDED IN BOOK 1053, PAGE 1703 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE SOUTH 04°-08'-30" EAST ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 427.90 FEET TO A POINT; RUN THENCE SOUTH 89°-59'-55" WEST ALONG A NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 174.83 FEET TO A POINT; RUN THENCE SOUTH 00°-00'-05" EAST ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 438.80 FEET TO A POINT; RUN THENCE SOUTH 58°-08'-54" WEST ALONG A NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 470.17 FEET TO THE SOUTHWEST CORNER THEREOF; RUN THENCE NORTH 86°-32'-55" EAST ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 327.78 FEET TO A POINT; RUN THENCE SOUTH 78°-00'-08" EAST CONTINUING ALONG LAST MENTIONED SOUTHERLY LINE, A DISTANCE OF 870.03 FEET TO THE SOUTHWEST CORNER THEREOF; RUN THENCE NORTH 00°-00'-05" WEST ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 158.94 FEET TO A POINT; RUN THENCE NORTH 08°-20'-30" EAST ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 344.43 FEET TO A POINT; RUN THENCE NORTH 77°-16'-16" EAST ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1,810.06 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF LANDS NOW OR FORMERLY OF FLORA PARK DEVELOPMENT, INC. (ACCORDING TO DEED RECORDED IN BOOK 1307 OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE SOUTH 50°-15'-37" EAST ALONG LAST MENTIONED SOUTHERLY LINE, A DISTANCE OF 71.50 FEET TO A POINT; RUN THENCE SOUTH 02°-04'-04" EAST ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, TO AND ALONG THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF FLORA PARK DEVELOPMENT V, INC. (ACCORDING TO DEED RECORDED IN BOOK 1053, PAGE 1703 OF THE PUBLIC RECORDS OF SAID COUNTY), A DISTANCE OF 975.00 FEET TO A POINT; RUN THENCE SOUTH 11°-35'-06" WEST CONTINUING ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1,155.20 FEET TO THE POINT OF BEGINNING.

**EXHIBIT F - LEGAL DESCRIPTION FOR PARCEL J  
(MARINO)**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 30 AND RUN SOUTH 89°-38'-10" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 30, A DISTANCE OF 1513.44 FEET TO A POINT; RUN THENCE NORTH 05°-00'-00" WEST, A DISTANCE OF 1911.51 FEET TO A POINT; RUN THENCE SOUTH 80°-00'-00" EAST, A DISTANCE OF 483.25 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1123.34 FEET; A CHORD DISTANCE OF 395.60 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 69°-51'-30" EAST; RUN THENCE SOUTH 59°-43'-00" EAST, A DISTANCE OF 1260.24 FEET TO A POINT OF CURVATURE; RUN THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1200.00 FEET, A CHORD DISTANCE OF 341.03 FEET TO A POINT, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 67°-53'-09" EAST; RUN THENCE SOUTH 05°-34'-05" EAST, A DISTANCE OF 911.75 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 29; RUN THENCE SOUTH 89°-43'-40" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 29, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 73.57 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OF RECORD THAT LIE WITHIN



**EXHIBIT G - LEGAL DESCRIPTION FOR PARCELS I, K AND L  
(RAYLAND, LLC)**

LEGAL DESCRIPTION:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING IN A PORTION OF SECTIONS 12 AND 39, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE POINT WHERE THE EASTERLY LINE OF A 125 FOOT WIDE EASEMENT (ACCORDING TO DEED RECORDED IN BOOK 901, PAGE 1965, OF THE OFFICIAL RECORDS OF SAID COUNTY) INTERSECTS THE NORTHERLY LINE OF A FLORIDA POWER & LIGHT COMPANY UTILITY EASEMENT (ACCORDING TO DEED RECORDED IN BOOK 673, PAGE 1452, OF THE OFFICIAL RECORDS OF SAID COUNTY) AND RUN SOUTH 87°-43'-05" WEST ALONG LAST MENTIONED NORTHERLY LINE, A DISTANCE OF 1223.57 FEET TO A POINT ON AN EASTERLY LINE OF PARCEL 2, NORTH HAMPTON PHASE 1 SUBDIVISION (ACCORDING TO PLAT RECORDED IN PLAT BOOK 6, PAGE 215 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING 5 COURSES ALONG THE GENERALLY EASTERLY AND SOUTHERLY LINES OF THE AFOREMENTIONED NORTH HAMPTON - PHASE 1 SUBDIVISION: (1) RUN THENCE NORTH 10°-49'-23" EAST, A DISTANCE OF 308.02 FEET TO A POINT; (2) RUN THENCE NORTH 87°-43'-05" EAST, A DISTANCE OF 405.35 FEET TO A POINT; (3) RUN THENCE NORTH 26°-46'-44" EAST, A DISTANCE OF 179.65 FEET TO A POINT; (4) RUN THENCE NORTH 06°-33'-41" EAST, A DISTANCE OF 634.57 FEET TO A POINT; (5) RUN THENCE NORTH 43°-32'-22" EAST, A DISTANCE OF 740.33 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY LINE OF A 125 FOOT WIDE EASEMENT (ACCORDING TO DEED RECORDED IN BOOK 901, PAGE 1965, OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE SOUTH 03°-27'-00" EAST, ALONG LAST MENTIONED EASTERLY LINE, A DISTANCE OF 1600.33 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 22.41 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD THAT LIE WITHIN.

LEGAL DESCRIPTION OF A PORTION OF, SECTIONS 1, 12, 13, 24, 38, 39 AND 40, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA

FOR: LANDMARK RESORTS, INC., RAYLAND COMPANY, INC., GARTNER, BROCK & SIMON, AND FIRST AMERICAN TITLE INSURANCE COMPANY

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN A PORTION OF SECTIONS 1, 12, 13, 24, 38, 39 AND 40, ALL IN TOWNSHIP 2 NORTH RANGE 27 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A RAILROAD SPIKE FOUND AT THE CENTERLINE OF RIGHT-OF-WAY INTERSECTION OF STATE ROAD NO. 200-A (A 100-FOOT RIGHT-OF-WAY BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS FOR SECTION 74600-2150 (7460-175)) AND STATE ROAD NO 200 / A1A (RIGHT-OF-WAY VARIES AS SHOWN ON DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS FOR SECTION 74000-2503) AND RUN SOUTH 72°-46'-59" EAST ALONG LAST MENTIONED CENTERLINE, A DISTANCE OF 97.48 FEET TO A POINT; RUN THENCE SOUTH 17°-13'-01" WEST PERPENDICULAR TO LAST MENTIONED CENTERLINE, A DISTANCE OF 92.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO 200 / A1A, SAID POINT BEING THE EASTERNMOST END OF A MITER IN THE EASTERLY RIGHT-OF-WAY LINE OF LOFTON BOULEVARD ACCORDING TO DEED RECORDED IN BOOK 766, PAGE 775 OF THE OFFICIAL RECORDS OF SAID COUNTY; RUN THENCE SOUTH 62°-13'-01" WEST ALONG LAST MENTIONED MITER IN SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET TO A POINT; RUN THENCE SOUTH 17°-13'-01" WEST ALONG LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, THE SAME BEING THE WESTERLY LINE OF LANDS OF RAYLAND COMPANY, INC. ACCORDING TO DEED RECORDED IN BOOK 646, PAGE 1021 OF THE OFFICIAL RECORDS OF SAID COUNTY, A DISTANCE OF 1066.48 FEET TO THE SOUTHWEST CORNER THEREOF; RUN THENCE SOUTH 72°-46'-59" EAST ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 235.13 FEET TO A POINT; RUN THENCE SOUTH 00°-00'-00" EAST, A DISTANCE OF 755.92 FEET TO A SET 1/2 INCH IRON PIPE AT THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN SOUTH 03°-20'-00" EAST, A DISTANCE OF 2020.00 FEET TO A SET 1/2 INCH PIPE; RUN THENCE SOUTH 03°-27'-00" EAST, A DISTANCE OF 3093.48 FEET TO A SET 1/2 INCH PIPE ON THE NORTHERLY LINE OF AN 80-FOOT WIDE UTILITY EASEMENT ACCORDING TO DEED RECORDED IN BOOK 673, PAGE 1452 OF THE OFFICIAL RECORDS OF SAID COUNTY; RUN THENCE SOUTH 87°-43'-05" WEST ALONG THE NORTHERLY LINE OF SAID EASEMENT, A DISTANCE OF 2503.43 FEET TO A SET 1/2 INCH PIPE; RUN THENCE SOUTH 04°-00'-00" EAST, A DISTANCE OF 1681.71 FEET TO A SET 1/2 INCH PIPE; RUN THENCE SOUTH 28°-01'-01" EAST, A DISTANCE OF 2499.77 FEET TO A SET 1/2 INCH PIPE; RUN THENCE SOUTH 15°-20'-12" WEST, A DISTANCE OF 1460.12 FEET TO A SET 1/2 INCH PIPE; RUN THENCE SOUTH 40°-40'-00" WEST, A DISTANCE OF 1650.02 FEET TO A SET 1/2 INCH PIPE; RUN THENCE SOUTH 18°-40'-00" WEST, A DISTANCE OF 1004 FEET MORE OR LESS TO THE EASTERLY EDGE OF MARSH OF LOFTON CREEK, SAID POINT LYING NORTH 18°-00'-00" EAST, A DISTANCE OF 40 FEET MORE OR LESS FROM A SET 1/2 INCH IRON PIPE; RUN THENCE IN A SOUTHWESTERLY, WESTERLY AND THEN IN GENERALLY A NORTHERLY DIRECTION ALONG THE MEANDERINGS OF SAID EASTERLY EDGE OF MARSH OF LOFTON CREEK, THE SAME BEING THE WESTERLY LINE OF LANDS DESCRIBED IN DEED

RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 673, PAGE 1452, A DISTANCE OF 15,377 FEET MORE OR LESS TO A POINT THAT BEARS NORTH 87°-39'-45" WEST FROM A SET 1/2 INCH PIPE; RUN THENCE SOUTH 87°-39'-45" EAST, A DISTANCE OF 224 FEET MORE OR LESS TO THE SET 1/2 INCH IRON PIPE; THENCE CONTINUE SOUTH 87°-39'-45" EAST, A DISTANCE OF 1076.61 FEET TO A SET 1/2 INCH IRON PIPE; RUN THENCE NORTH 01°-39'-02" EAST, A DISTANCE OF 1849.98 FEET TO A SET 1/2 INCH IRON PIPE; RUN THENCE SOUTH 88°-00'-54" EAST, A DISTANCE OF 863.16 FEET TO A SET 1/2 INCH IRON PIPE; RUN THENCE NORTH 52°-59'-08" EAST, A DISTANCE OF 946.04 FEET TO A SET 1/2 INCH IRON PIPE; RUN THENCE SOUTH 89°-00'-00" EAST, A DISTANCE OF 1110.03 FEET TO A SET 1/2 INCH IRON PIPE; RUN THENCE NORTH 27°-57'-39" EAST, A DISTANCE OF 22,437 FEET TO THE POINT OF BEGINNING.

A 62.40 ACRE PARCEL OF LAND BEING A PORTION OF SECTION 1 AND SECTION 12 AND A PORTION OF SECTION 37 OF THE JOHN LOWE MILL GRANT, ALL LYING IN TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA.

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTION 1 AND SECTION 12 AND A PORTION OF SECTION 37 OF THE JOHN LOWE MILL GRANT, ALL LYING IN TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE CENTERLINE OF RIGHT-OF-WAY INTERSECTION OF STATE ROAD No. 200-A (A 100 FOOT RIGHT-OF-WAY BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS FOR SECTION 74600-2150 (7460-175)) AND STATE ROAD No. 200 / A1A (RIGHT-OF-WAY VARIES AS SHOWN ON DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS FOR SECTION 74060-2503) AND RUN THENCE NORTH 72°-46'-59" WEST ALONG LAST MENTIONED CENTERLINE, A DISTANCE OF 62.87 FEET TO A POINT; RUN THENCE SOUTH 17°-13'-01" WEST, A DISTANCE OF 92.00 FEET TO A POINT WHERE THE SOUTHERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED STATE ROAD No. 200 / A1A INTERSECTS THE WESTERLY RIGHT-OF-WAY LINE OF AMELIA CONCOURSE (A 125 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED BY DEED RECORDED IN BOOK 766, PAGE 775 OF THE OFFICIAL RECORDS OF SAID COUNTY) SAID POINT ALSO BEING THE NORTHEAST CORNER OF LANDS NOW OR FORMERLY OF BAPTIST HEALTH PROPERTIES, INC. (ACCORDING TO DEED RECORDED IN BOOK 765, PAGE 186 OF THE OFFICIAL RECORDS OF SAID COUNTY); THENCE CONTINUE SOUTH 17°-13'-01" WEST ALONG LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE OF AMELIA CONCOURSE, A DISTANCE OF 268.04 FEET TO THE NORTHEAST CORNER OF LANDS NOW OR FORMERLY OF NASSAU COUNTY (ACCORDING TO DEED RECORDED IN BOOK 766, PAGE 775 OF THE OFFICIAL RECORDS OF SAID COUNTY); THENCE CONTINUE SOUTH 17°-13'-01" WEST ALONG LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE OF AMELIA CONCOURSE, TO AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF AMELIA CONCOURSE (ACCORDING TO DEED RECORDED IN BOOK 901, PAGE 1965 OF THE OFFICIAL RECORDS OF SAID COUNTY), A DISTANCE OF 104.36 FEET TO A POINT OF CURVATURE IN LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED. RUN IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A

RADIUS OF 1,562.50 FEET, A CHORD DISTANCE OF 1,086.63 FEET TO A POINT OF REVERSE CURVATURE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 03°-07'-52" EAST; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 1437.50 FEET, A CHORD DISTANCE OF 502.84 FEET TO THE NORTHERNMOST CORNER OF THE NORTH HAMPTON PHASE ONE SUBDIVISION (ACCORDING TO PLAT RECORDED IN PLATBOOK 6, PAGE 215 OF THE OFFICIAL RECORDS OF SAID COUNTY), THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 13°-24'-23" EAST; RUN THENCE SOUTH 27°-57'-39" WEST ALONG LAST THE NORTHWESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1997.29 FEET TO THE NORTHEAST CORNER OF LANDS NOW OR FORMERLY OF LANDMAR RESORTS, INC. (ACCORDING TO DEED RECORDED IN BOOK 911, PAGE 845 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE NORTH 86°-50'-00" WEST ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 402.81 FEET TO A POINT; RUN THENCE NORTH 08°-21'-15" EAST, TO AND ALONG THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF THE SUNRAY TREATMENT PLANT (ACCORDING TO DEED RECORDED IN BOOK 532, PAGE 274 OF THE OFFICIAL RECORDS OF SAID COUNTY); A DISTANCE OF 2278.29 FEET TO A POINT ON THE NORTHERLY LINE OF A 60 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS (ACCORDING TO DEED RECORDED IN BOOK 809, PAGE 1445 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE SOUTH 81°-38'-47" EAST ALONG LAST MENTIONED NORTHERLY EASEMENT LINE, A DISTANCE OF 84.06 FEET TO A POINT ON AN EASTERLY LINE OF LANDS NOW OR FORMERLY OF RAYONIER, INC. (ACCORDING TO DEED RECORDED IN BOOK 696, PAGE 962 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE NORTH 06°-49'-18" EAST ALONG LAST MENTIONED EASTERLY LINE, A DISTANCE OF 1,159.22 FEET TO AN ANGLE POINT; RUN THENCE NORTH 84°-21'-57" WEST ALONG A NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 100.02 FEET TO AN ANGLE POINT; RUN THENCE NORTH 05°-38'-03" EAST ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 500.00 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 200 / A1A; RUN THENCE SOUTH 72°-46'-59" EAST ALONG LAST MENTIONED SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 324.95 FEET TO A POINT; RUN THENCE SOUTH 75°-38'-44" EAST ALONG LAST MENTIONED SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 46.78 FEET TO A POINT AT THE NORTHWEST CORNER OF THE AFOREMENTIONED LANDS NOW OR FORMERLY OF BAPTIST HEALTH PROPERTIES, INC.; RUN THENCE THE FOLLOWING 8 COURSES ALONG THE GENERALLY WESTERLY AND SOUTHERLY LINES OF LAST MENTIONED LANDS: (1) RUN THENCE SOUTH 61°-31'-51" WEST, A DISTANCE OF 46.17 FEET TO A POINT; (2) RUN THENCE SOUTH 16°-55'-11" WEST, A DISTANCE OF 47.44 FEET TO A POINT; (3) RUN THENCE SOUTH 07°-32'-07" WEST, A DISTANCE OF 88.76 FEET TO A POINT; (4) RUN THENCE SOUTH 12°-11'-32" WEST, A DISTANCE OF 41.02 FEET TO A POINT; (5) RUN THENCE SOUTH 01°-01'-02" EAST, A DISTANCE OF 60.38 FEET TO A POINT; (6) RUN THENCE SOUTH 72°-20'-46" EAST, A DISTANCE OF 24.34 FEET TO A POINT; (7) RUN

THENCE NORTH 43°-25'-52" EAST, A DISTANCE OF 19.36 FEET TO A POINT; (8) RUN THENCE SOUTH 72°-46'-59" EAST, A DISTANCE OF 212.67 FEET TO THE NORTHWEST CORNER OF THE AFOREMENTIONED LANDS OF NASSAU COUNTY. RUN THENCE THE FOLLOWING 11 COURSES ALONG THE SOUTHWESTERLY, SOUTHERLY AND EASTERLY LINE OF LAST MENTIONED LANDS: (1) RUN THENCE SOUTH 19°-59'-44" EAST, A DISTANCE OF 8.33 FEET TO A POINT; (2) RUN THENCE SOUTH 27°-18'-59" EAST, A DISTANCE OF 28.53 FEET TO A POINT; (3) RUN THENCE SOUTH 06°-59'-03" EAST, A DISTANCE OF 48.93 FEET TO A POINT; (4) RUN THENCE SOUTH 44°-02'-12" EAST, A DISTANCE OF 41.79 FEET TO A POINT; (5) RUN THENCE SOUTH 32°-48'-33" WEST, A DISTANCE OF 18.08 FEET TO A POINT; (6) RUN THENCE SOUTH 17°-31'-53" WEST, A DISTANCE OF 15.88 FEET TO A POINT; (7) RUN THENCE SOUTH 22°-24'-08" EAST, A DISTANCE OF 34.47 FEET TO A POINT; (8) RUN THENCE SOUTH 01°-04'-32" WEST, A DISTANCE OF 21.18 FEET TO A POINT; (9) RUN THENCE SOUTH 39°-59'-03" EAST, A DISTANCE OF 41.04 FEET TO A POINT; (10) RUN THENCE SOUTH 72°-46'-59" EAST, A DISTANCE OF 42.40 FEET TO A POINT; (11) RUN THENCE NORTH 17°-13'-01" EAST, A DISTANCE OF 78.43 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 62.40 ACRES AND IS SUBJECT TO ANY EASMENTS OF RECORD THAT LIE WITHIN.



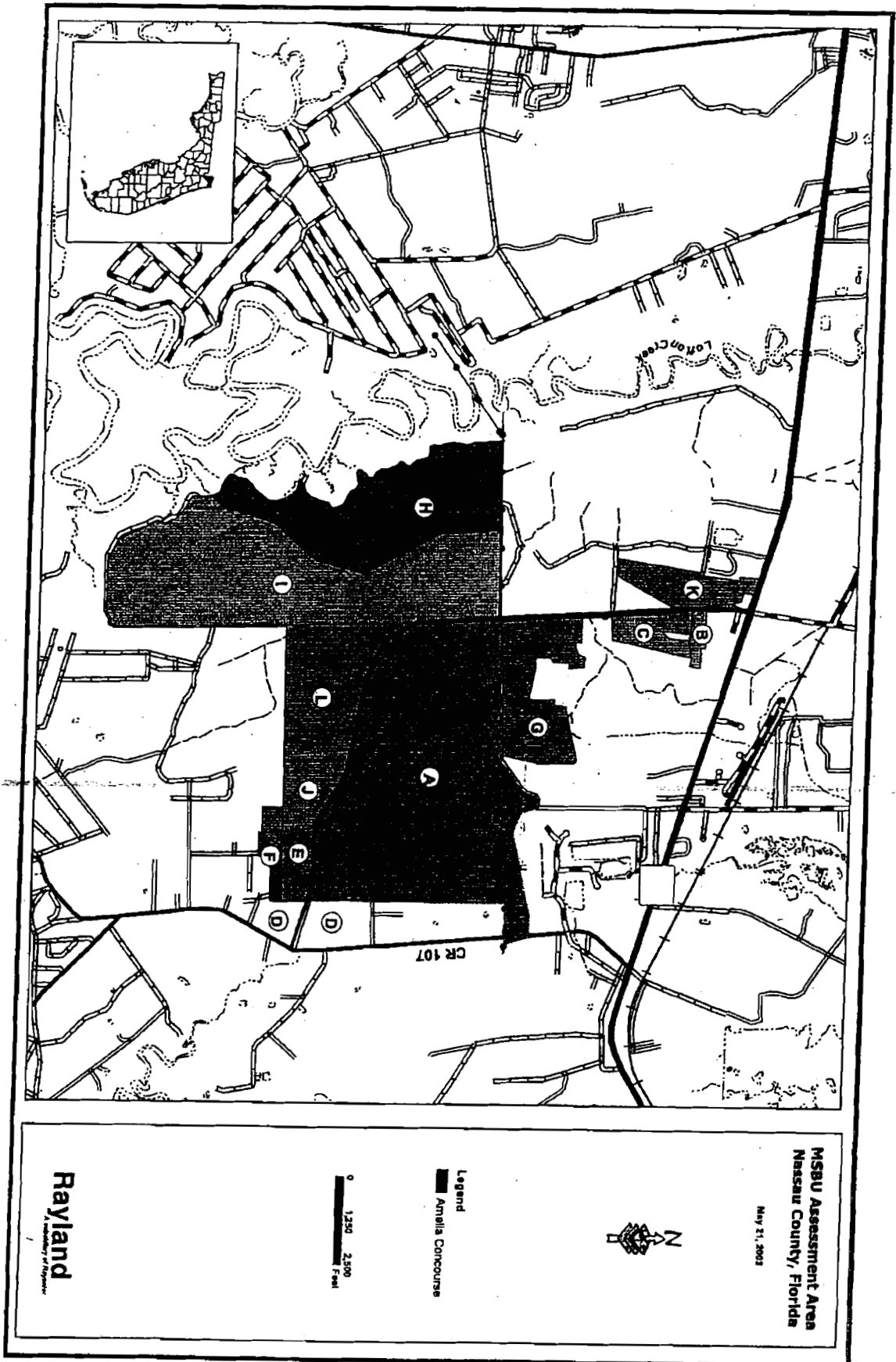


Exhibit H