



ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**MASTER LICENSE AGREEMENT**

This Master License Agreement ("Agreement") is between the licensee printed below ("Licensee") and Environmental Systems Research Institute, Inc. ("ESRI"). The Agreement includes (i) this signature page, (ii) the General License Terms and Conditions version, and (iii) the Exhibit 1 version listed below. The parties acknowledge that they have read and understood this Agreement and agree to be bound by the terms and conditions.

Licensee may only use the type and number of copies of the Software, Data, and Documentation for which the appropriate license fees have been paid to ESRI and in accordance with Exhibit 1 and the licensed configuration on file with ESRI Customer Service.

The General License Terms And Conditions (E200) are hereby amended by adding the following:  
The appropriations necessary for the funding of this Agreement shall not be pledged from ad valorem sources of the Board of County Commissioners of Nassau County, Florida.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

COUNTY OF NASSAU  
(Licensee)

By: *Floyd L. Vanzant*  
Authorized Signature

Printed Name: Floyd L. Vanzant

Title: Chairman, Board of County Comm.

Date: Approved 6-9-04

ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.  
(ESRI)

By: *Jacquelyn Ricks*  
Authorized Signature

Printed Name: Jacquelyn Ricks

Title: Contracts Administrator

Date: OCT 18 2004

**Licensee Contact Information**

Contact: John Crowder

Address: 213 Nassau Place

City, State, ZIP: Yulee, FL 32097

Telephone: 904-491-2020

Fax: 904-491-3611

E-mail: \_\_\_\_\_

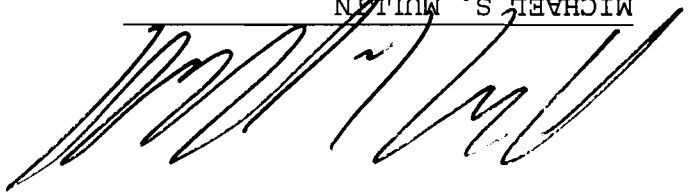
ESRI Contract Number: 2004MLA3767

General License Terms and Conditions Version E200 5/04

ESRI Exhibit 1 Version E300 5/04

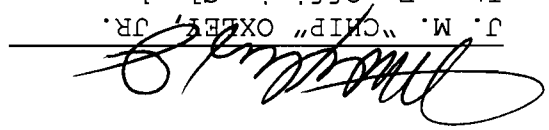
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MICHAEL S. MULLIN



APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:

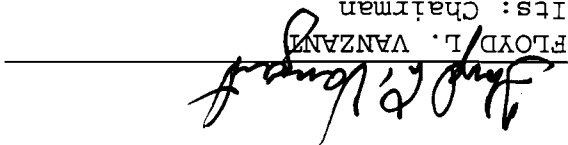
J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk



ATTEST:

Its: Chairman

FLOYD L. VANZANI



BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

**ARTICLE 1—DEFINITIONS**

**Definitions**—As used herein, the following words, phrases, or terms in this Agreement shall have the following meanings:

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## **ARTICLE 9—INFRINGEMENT INDEMNITY**

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- (a) Licensee promptly notifies ESRI in writing of the claim thereof;
- (b) ESRI has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and
- (c) Licensee cooperates fully in the defense of the claim.

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**9.3** ESRI shall have no obligation hereunder to defend Licensee or to pay any resulting costs, damages, or reasonable attorneys' fees for or with respect to any claims, actions, or demands alleging (i) infringement that arises by reason of combination of noninfringing items, however acquired, with any items not supplied by ESRI; (ii) infringement to the extent arising from material alteration of the Software, Data, or Documentation by anyone other than ESRI, its agents, or its contractors; (iii) the direct or contributory infringement of any process patent by Licensee through the use of the Software, Data, or Documentation other than a process patent that is necessarily infringed by the internal processes executed within the Software or Data itself when the Software or Data is executed for its intended purpose; (iv) continued allegedly infringing activity by Licensee after it has been notified of the possible infringement; or (v) continued allegedly infringing activity by Licensee to the extent it arises from failure of Licensee to use the updated or modified Software, Data, or Documentation provided by ESRI for avoiding infringement.

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## **ARTICLE 10—GENERAL PROVISIONS**

**10.1 Future Orders**—All Software, Data, Documentation, or maintenance orders placed within one (1) year of this Agreement's execution date shall be licensed under the terms of this Agreement, except that new Software, Data, and Documentation commercially released during that year may require additional terms. Orders placed and Software, Data, and Documentation updates or upgrades provided after that time shall be governed by the then-current General License Terms and Conditions and Exhibit 1, the terms of which will be indicated on ESRI's Web site or enclosed in the deliverable's packaging, depending on the method of delivery.

**10.2 Export Control Regulations**—Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, or provide the Software, Data, or Documentation, in whole or in part, to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person

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**10.3 Commercial Terms and Conditions**—This Agreement contains ESRI's commercial terms and conditions. Licensee's rights in the Software, Data, and Documentation are strictly limited to the uses granted by this Agreement pursuant to FAR 12.211, FAR 12.212, and DFARS 227.7202. In the event any court, arbitrator, or board holds that the U.S. Government has greater rights to any portion of the Software, Data, or Documentation, such rights shall extend only to the portion(s) affected and use, duplication, or disclosure by the U.S. Government is subject to restrictions as provided in FAR 52.227-19 (June 1987), FAR 52.227-14 (ALT III) (June 1987), DFARS 252.227-7015 (NOV 1995), or NFS 1852.227-86 (December 1987), as applicable. No other license terms or conditions shall apply unless expressly agreed in writing by ESRI and Licensee. ESRI Software is unpublished and all rights reserved under copyright laws of the United States.

**10.4 Taxes and Fees, Shipping Charges**—License fees quoted to Licensee are exclusive of any and all taxes or fees including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

**10.5 No Implied Waivers**—The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

**10.6 Severability**—The parties mutually agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

**10.7 Counterparts**—This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.

**10.8 Successor and Assigns**—Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this Agreement without ESRI's prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement. Notwithstanding, a U.S. Government contractor may assign its rights under this Agreement to a U.S. Government Agency upon written notice to ESRI if the U.S. Government Agency assents to the terms of this Agreement.

**10.9 Survival of Terms**—The provisions of Articles 6, 7, 8, 9, and 10 of this Agreement shall survive the expiration or termination of this Agreement for any reason.

**10.10 Equitable Relief**—Licensee agrees that any breach of this Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, ESRI shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms and without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

#### **10.11 Governing Law, Arbitration**

- A. *Licensees in the United States of America, Its Possessions, and Territories*—This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles. Except as provided in Article 10.10 above, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If Licensee is a U.S. Government agency, this Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601–613), in lieu of the Arbitration provisions of this clause.
- B. *All Other Licensees*—All disputes arising in connection with the present Agreement that cannot be settled through negotiation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said Rules. The language of the arbitration shall be in English. The place of the arbitration shall be at a mutually agreed location. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.



**EXHIBIT 1  
SCOPE OF USE  
(E300 5/04)**

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

The scope of use for each ESRI® Software identified below is described in the applicable footnotes listed in parentheses.

- ArcGIS® Desktop
  - ArcReader™ (1 and 19)
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  - ArcGIS Engine Runtime (1, 4, 12, and 23)
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  - ArcGIS Server Base License (1, 3, 5, 7, and 24)
  - ArcGIS Server Options (Spatial Analyst, 3D Analyst, StreetMap) (1, 3, 5, 7, and 24)
- ArcSDE®
  - ArcSDE Server (1, 3, 5, 7, and 18)
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  - ArcIMS and Extensions (1, 3, 5, 6, 7, 12, and 15)
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  - ArcView and Extensions (1)
  - ArcView Business Analyst (1, 15, and 21)
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- PC ARC/INFO® (1)
- Maplex (1)
- MOLE™ (1)
- MOLE SDK (1, 4, and 12)
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- ArcPad StreetMap (1, 9, and 20)
- ArcPad Application Builder (1)
- MapObjects®—Windows Edition (1, 4, 11, 12, and 16)
- MapObjects—Java Edition (1, 3, 4, 5, 12, 16, and 17)
- MapObjects LT (1, 4, 12, and 13)
- ArcExplorer™ (1 and 19)
- NetEngine™ (1, 5, and 12)
- NetEngine Internet (3, 5, and 13)
- Production Line Tool Set (PLTS); GIS Data ReViewer; Job Tracking for ArcGIS (1)
- Data Sets (1 and 15)

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  - (a) Build applet(s) that are used only as an internal component in end user interfaces, and to copy the applet(s) to additional computers (e.g., Web Server) from which Licensee may deploy the applet(s) to end users via download in the course of browsing or interacting with Licensee's Web pages. End user redistribution of the applet(s) is not allowed; and
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October 28, 2004

Ms. Joyce Bradley  
County of Nassau  
Clerk's Office  
76347 Veterans Way  
Yulee, FL 32097

**Re: ESRI Master License Agreement  
ESRI Contract No. 2004MLA3767**

Dear Ms. Bradley:

Enclosed please find the fully executed original of the subject document for your files. If you have any questions regarding this, please do not hesitate to contact me at 909-793-2853, extension 1-1520.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Johnson", is written over the typed name.

WJL: Wendy L. Johnson  
Contracts Assistant

WLJ:sh

Enclosure: As Stated

NASSAU COUNTY  
EMERGENCY SERVICES

2004 JUN 21 AM 8:08

Agenda Request For: June 9, 2004

Department: Fire Rescue

Background: Nassau County has been awarded Emergency Medical Services County Grant number C3045 in the amount of \$16,353.36

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:

Action requested and recommendation: Authorization to purchase recommended software (ArcIMS and ArcSDE) to fulfill the intent of County Grant C3045. *(pg 4 of grant lists them specifically - see attached)*

Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

Funding Source: 27267525-552640  
Award Grant C3045 - Equipment <\$750 *(Software purchase, use 552640 per Chris Lacombra, Clerk Financial Svcs) Authorization 5/29/04*

Reviewed by: *C.W. Cooper*

Department Head C.W. Cooper, Fire Chief

Legal

Finance

Administrators *Theresa Vanegas*

COUNTY COORDINATOR'S  
OFFICE  
04 MAY 20 PM 2:02

*CWC  
6/21/04*

**APPROVED**

DATE 6-9-04 *MB*



NASSAU COUNTY  
 BOARD OF COUNTY COMMISSIONERS  
 P.O. BOX 4000  
 FERNANDINA BEACH, FL 32035-4000

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKAGES AND SHIPPING PAPERS.

**Purchase Order # 04000760-00**

STATE SALES TAX CERTIFICATION NUMBER:  
 55-04-005905-53C  
 FEDERAL IDENTIFICATION NUMBER:  
 59-1863042

**V**  
**e**  
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**r**  
 E S R I, INC.  
 FILE #54630  
 LOS ANGELES, CA 90074-4630

**S**  
**h**  
**i**  
**p**  
**t**  
**o**  
 EMERGENCY PREPAREDNESS  
 11 N. 14TH STREET  
 FERNANDINA BEACH, FL 32034

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
06/23/04	000276			AWARD GRANT C3045
Item#	Description/Part No.	Unit/Qty	Cost Each	Extended Price
	SOLE SOURCE PURCHASE			
001	ARCSDE FOR ORACLE 1 SERVER AND UP TO 2 CPUS 27267525.552640	1.0 EA	9000.00000	9,000.00
			9,000.00	
002	ARCIMS STANDARD EDITION SERVER CPU LICENSE 27267525.552640	1.0 EA	6750.00000	6,750.00
			6,750.00	
003	ESTIMATED SHIPPING & HANDLING 27267525.552640	1.0 EA	26.15000	26.15
			26.15	
			PO Total	15,776.15

RECEIVED IN GOOD ORDER  
 BY: \_\_\_\_\_  
 DATE \_\_\_\_\_

Vendor Invoice #

Voucher #

10:09 Upon the request and recommendation of the Fire Rescue Department, it was moved by Commissioner Marshall, seconded by Commissioner Samus, and unanimously carried to authorize the purchase of software (ArcIMS and ArcSDE) in the amount of \$16,353.36 with funds from the County Emergency Medical Services County Grant No. C3045.



ESRI  
 210 Business Center Ct.  
 Redlands, CA 92373

**SHIPPER**

Reference No.: **164860**

Request Date:	9/10/2004
From:	Wendy L. Johnson
Ext.:	1520
WBS/CstCtr:	6020
Term:	Prepaid

**Ship To:**

Ms. Joyce Bradley County Of Nassau-Public Works Dept 76347 Veterans Way  Yulee FL 32097  Phone: 904-548-4660
--

**Approved by:**

Service:	Next Day 10:30 AM Delv.
P.O. No.:	

**Quantity: Description:**

2	Revised Master License Agreements 2004MLA3767
1	Cover Letter

**Reason for shipping:**

--

**Comments:**

--

*Do not write below this line. For Traffic & Distribution use only.*

Carrier:	Freight Charges:	Received By:
Tracking No.:		Date Shipped:
Processed By:	No. of Packages:	Package Weights:





September 10, 2004

Ms. Joyce Bradley  
COUNTY OF NASSAU  
Public Works Department  
76347 Veterans Way  
Yulee, FL 32097

904-548-4660

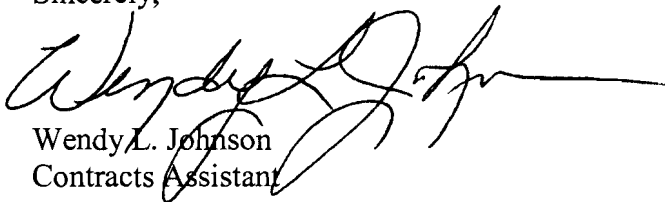
Re: Master License Agreement No. 2004MLA3767  
P.O. # 04000760-00

Dear Ms. Bradley:

Enclosed are two (2) copies of Master License Agreement No. 2004MLA3767 for your review. If the terms and conditions meet with your approval, please have both copies signed by an authorized representative and return both copies for final signature to me at the address below. A fully executed copy will be returned for your files.

If you have any questions or if we may be of further assistance, please do not hesitate to call our office in Redlands.

Sincerely,

A handwritten signature in black ink, appearing to read "Wendy L. Johnson", is written over a horizontal line. The signature is fluid and cursive.

Wendy L. Johnson  
Contracts Assistant

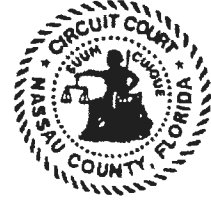
380 New York Street  
Redlands, CA 92373

Telephone: 909-793-2853 ext. 11520  
Fax: 909-307-3020  
Email Address: wjohnson@esri.com

Enclosures: Master License Agreement No. 2004MLA3767 (2)



J. M. "CHIP" OXLEY, JR.  
Clerk of Circuit and County Courts  
Nassau County  
Post Office Box 456  
Fernandina Beach, Florida 32035-0456  
Phones: (904) 548-4600 (800) 958-3496  
Callahan-Hilliard (904) 879-1029



## FACSIMILE TRANSMITTAL SHEET

DATE: 10-14-04 NUMBER OF PAGES (INCLUDING COVER) 12

TO: Wendy Johnson  
\_\_\_\_\_  
\_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

FROM: Joyce Bradley  
\_\_\_\_\_  
\_\_\_\_\_

IF THIS TRANSMISSION IS INCOMPLETE OR POORLY RECEIVED, PLEASE  
NOTIFY Joyce AT (904) 548-4660.

OUR FAX NUMBER IS (904) 548-4669.

\* \* \* TRANSMISSION RESULT REPORT (IMMEDIATE TX) ( OCT. 14. 2004 1:42PM ) \* \* \*

FAX HEADER:

DATE	TIME	ADDRESS	MODE	TIME	PAGE	RESULT	PERSONAL NAME	FILE
OCT. 14.	1:36PM	19093073020	G3ES	5'36"	P. 12	OK		850

# : BATCH  
M : MEMORY TX  
S : STANDARD  
\* : PC

C : CONFIDENTIAL  
L : SEND LATER  
D : DETAIL  
+ : ROUTING

S : TRANSFER  
@ : FORWARDING  
F : FINE  
Q : RECEPT. NOTICE REQ.

P : POLLING  
E : ECM  
> : REDUCTION  
A : RECEPT. NOTICE



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
Ansley Acree  
Vickie Samus  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

J. M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

October 14, 2004

Ms. Wendy L. Johnson  
Contracts Assistant  
ESRI  
380 New York Street  
Redlands, CA 92373

Dear Ms. Johnson:

Enclosed please find two originals of the Master License Agreement No. 2004MLA3767 as executed by the county's representatives.

Please have representatives of your firm execute these documents and kindly return one original to my office in the enclosed self addressed envelope for our files.

Thank you for your assistance in this matter.

Sincerely yours,

J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

JMO:jb

Enclosures

*Copy to John  
Crawford +  
Em's up  
return*

548-4660

(904) 321-5703, 879-1029, (800) 958-3496

An Affirmative Action / Equal Opportunity Employer



ESRI Inc  
380 New York Street  
REDLANDS CA 92373

**SUBJECT: INVOICE**

**DATE:** 10/15/2004  
**TO:**  
**ORGANIZATION:** COUNTY OF NASSAU  
BOARD OF COMMISSIONERS  
**FAX #:** 904-491-3611 **PHONE #:** 904-321-5760  
**FROM:** Jesse Gonzalez  
**FAX #:** 909-793-4801 **PHONE #:** 909-793-2853 Ext. 1106  
**EMAIL:** jesse\_gonzalez@esri.com

Number of pages transmitted  
(including this cover sheet): 3

INVOICE #96153296



Document no. : 96153296  
Order no. : 1077087  
Customer no. : 118471  
Sales office : RO04  
P.O. Date : 06/23/2004  
End User : 118471  
Project no. :

Document date : 10/19/2004  
Delivery no. :  
Contract no. :  
ESRI - Charlotte  
Customer PO : 04000760-00  
COUNTY OF NASSAU  
U.C.C.

Phone: (909)793-2853

Bill to:  
ACCOUNTS PAYABLE  
COUNTY OF NASSAU  
BOARD OF COMMISSIONERS  
PO Box 4000  
FERNANDINA BEACH FL 32035-4000

## Pro Forma Invoice

Page : 1  
Ship to:  
JOHN CROWDER  
COUNTY OF NASSAU  
EMERGENCY MANAGEMENT OFFICE  
11 N 14TH ST STE 12  
FERNANDINA BEACH FL 32034

Terms of payment: Net Due 30 days, no discount

- YOUR CUSTOMER SERVICE REPRESENTATIVE IS MARY JO WEATHERFORD, TOLL FREE PHONE: 1-888-377-4575, ext. 2245.

---

Item	Qty	Product Number	Description	Price
1000	1	86443	ASDE,SRVR,2CPU,SQL SRVR WINDOWS NT-INTEL ArcSDE SQL Server 1 Server 2 CPUs and 5 Read and Write Connections	9,000.00
1010	1	96659	INSTLPK,AG,ASDE,90 ArcGIS ArcSDE 9.0 Installation Package	
1020	1	97501	LIC,ASDE,SRVR,SQL SRVR WINDOWS NT-INTEL ArcSDE SQL Server 1 Server 2 CPUs License	
1030	5	97776	LIC,ASDE,RD/WR SRVR CNCT,SQL SRVR WINDOWS NT-INTEL ArcSDE SQL Server Read/Write Connection License	
2000	1	84994	AIMS,4X,1 SRVR,1ST CPU WINDOWS NT-INTEL ArcIMS 4.x 1 Server 1st CPU	6,750.00
2010	1	91068	INSTLPK,AIMS,401 ArcIMS 4.0.1 Installation Package	
2020	1	84995	LIC,AIMS,4X,STD INTNT DPLMT,1SVR,1STCPU WINDOWS NT-INTEL	



Document no. : 96153296  
 Order no. : 1077087  
 Customer no. : 118471  
 Sales office : RO04  
 P.O. Date : 06/23/2004  
 End User : 118471  
 Project no. :

Document date : 10/19/2004  
 Delivery no. :  
 Contract no. :  
 ESRI - Charlotte  
 Customer PO : 04000760-00  
 COUNTY OF NASSAU

Phone: (909)793-2853

## Pro Forma Invoice

Page : 2

Item	Qty	Product Number	Description	Price
			ArcIMS 4.X Standard Edition Internet Deployment License for 1 Server and First CPU	
			Items total	15,750.00
			Subtotal	15,750.00
			Shipping & Handling	26.15
			Sales Tax	
			<b>Total:</b>	<b>\$ 15,776.15</b>

FEIN: 95-2775732  
 DUNS/CEC: 06-313-4175

please detach lower portion and return with remittance



REMITTANCE ADDRESS:  
 ESRI  
 File # 54630  
 Los Angeles, CA 90074-4630

Doc.# 96153296  
 Order# 1077087  
 Contract#  
 Cust. PO.# 04000760-00  
 Payer# 189978

EFT: Routing 121000358 Acct# 1496150335

ACCOUNTS PAYABLE  
 COUNTY OF NASSAU  
 BOARD OF COMMISSIONERS  
 PO Box 4000  
 FERNANDINA BEACH FL 32035-4000

Document Date : 10/19/2004

Total : \$ 15,776.15

Payment Amt. : \$ \_\_\_\_\_