

This instrument prepared by: MICHAEL S. MULLIN, Attorney at Law, Post Office Box 1010, Fernandina Beach, FL 32035. Title to the lands described herein has not been examined by me and no warranty or other representation is made and no opinion (either expressed or implied) is given, as to the marketability or condition of the title to the subject property, the quality of lands included therein, the location of the boundaries thereof, or the existence of liens, unpaid taxes, or encumbrances.

A G R E E M E N T

THIS AGREEMENT entered into this 12th day of January, 2005, 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 **THE BOYS AND GIRLS CLUB OF NASSAU COUNTY FOUNDATION, INC.**, a Florida non-profit corporation, hereinafter referred to as the "Club".

WHEREAS, the Club and the County have agreed to a "swap" of properties; and

WHEREAS, the County has determined that it is in the best interest of the citizens of Nassau County to accomplish this "swap".

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

- 1. The Club will receive title to 10.3 acres to be utilized for any purpose deemed necessary by the Club.

2. The parties agree that the Club shall provide at its sole expense surveys and legal descriptions of the proposed properties to be "swapped".

3. Said conveyance shall be subject to an agreement being executed by and between the County and the Amelia Development, LLC, a Florida limited liability corporation, for the Amelia Development, LLC, to convey a 60' right-of-way from the Amelia Concourse through its property to the County's property.

4. If the Club sells said property or conveys it for any consideration above \$400,000.00, all funds above \$400,000.00 shall be tendered to the County within thirty (30) days of said conveyance.

5. The parties agree that this Agreement shall be recorded, and the covenant to pay said funds shall run with the property.

6. The parties further agree that the Lease Agreement entered into by the parties dated July 22, 2002, is hereby null and void.

7. If any easements are necessary in order to provide access to the 10.3 acres to be conveyed to the Club, the County will provide an easement across property to which it has title.

8. Time is of the essence.

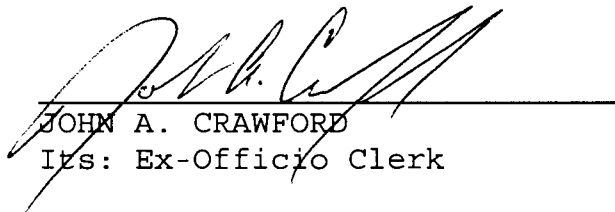
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



ANSLEY N. ACREE

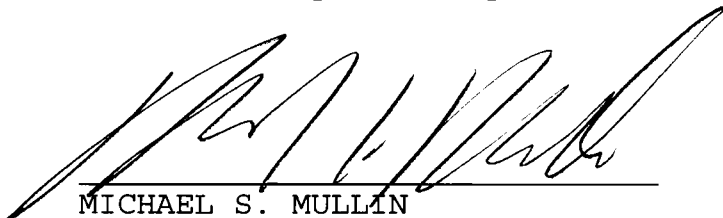
Its: Chairman

ATTEST:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

THE BOYS AND GIRLS CLUB OF
NASSAU COUNTY FOUNDATION,
INC.



PATRICK SABADIE
Its: President

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