

CS-05-70

LAW OFFICE
TIMOTHY A. BURLEIGH, P. A.

2905 CORINTHIAN AVENUE - SUITE 6
JACKSONVILLE, FLORIDA 32210

TELEPHONE 904 384-3048
FACSIMILE 904 384-3990

December 22, 2005

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

The Trust for Public Land Sale to Nassau County (American Beach)

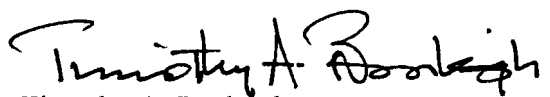
Dear Mr. Mullin:

As you may know, I am the title agent for this transaction.

Here are the following:

- Original recorded Warranty Deed
- Original recorded Notice of Termination of Option
- Commonwealth Land Title Insurance Company owner's policy no. A02-1161806
- Original Title, Possession and Lien Affidavit
- Original Environmental Affidavit
- Original Settlement Statement
- Original opinion letter.

Very truly yours,


Timothy A. Burleigh

TAB:stb
Enclosures

TITLE, POSSESSION & LIEN AFFIDAVIT

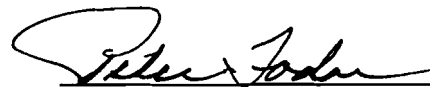
Peter Fodor ("Affiant"), being first duly sworn, deposes and says that Affiant on behalf of Seller (as hereinafter defined) makes these representations to **NASSAU COUNTY, FLORIDA, AND FLORIDA COMMUNITIES TRUST** ("Purchaser"), and to **TIMOTHY A. BURLEIGH, P.A. and COMMONWEALTH LAND TITLE INSURANCE 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 Florida Counsel of **THE TRUST FOR PUBLIC LAND, a nonprofit California corporation** ("Seller") and in such capacity 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. To the best of Affiant's knowledge, without independent inquiry, 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. To the best of Affiant's knowledge, without independent inquiry, 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. To the best of Affiant's knowledge, without independent inquiry, 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. To the best of Affiant's knowledge, without independent inquiry, 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. To the best of Affiant's knowledge, without independent inquiry, 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. To the best of Affiant's knowledge, without independent inquiry, 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. To the best of Affiant's knowledge, without independent inquiry, 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. To the best of Affiant's knowledge, without independent inquiry, 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. To the best of Affiant's knowledge, without independent inquiry, there are no existing contracts for sale affecting the Property except for the contract between Seller and Purchaser.
12. To the best of Affiant's knowledge, without independent inquiry, there is no civil action pending which involves the Property in any way.
13. To the best of Affiant's knowledge, without independent inquiry, there are no federal tax claims, liens or penalties assessed against the Seller either individually or in any other capacity.
14. To the best of Affiant's knowledge, without independent inquiry, 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. 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.



Peter Fodor, Florida Counsel for The Trust for Public Land, a non-profit California corporation

STATE OF FLORIDA
COUNTY OF LEON

SWORN TO and subscribed before me this 21 day of September, 2005, by Peter Fodor, as Florida Counsel 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)



Carol Penrose
Commission # DD281830
Expires January 30, 2008
Bonded Troy Fahn - Insurance, Inc. 800-386-7019

Exhibit "A"

Lot 2 and Lot 3, Block 1, Unit One of American Beach - Section Three as recorded in Plat Book 3, page 19 of the public records of Nassau County, Florida, together with a part of that out parcel excluded from the above described plat lying between Lot 1 and Lot 2 of said Block 1, Unit 1 of American Beach - Section 3, said out parcel being a part of Section 18, Township 2 North, Range 28 east of said county, all being more particularly described as follows:

For a point of reference commence at the northeast corner of Government Lot 2 of said Section 18, thence South 01 degrees 55 minutes 23 seconds East, along the east line of said Government Lot 2, a distance of 50.00 feet to a point on a line dividing said Lot 1 and said out parcel, said point also being the POINT OF BEGINNING; thence North 85 degrees 01 minutes 07 seconds East along said line dividing Lot 1 and the out parcel, a distance of 155.62 feet to a point on the Erosion Control Line as established by the maps prepared for the Department of Natural Resources, dated January 17, 1983 and recorded in April 1983 by the Clerk of the Circuit Court of said county; thence South 02 degrees 23 minutes 21 seconds West along said Erosion Control Line to its intersection with the southerly line of said Lot 3, a distance of 218.88 feet; thence South 88 degrees 04 minutes 37 seconds West, leaving said Erosion Control Line and along the southerly line of said Lot 3, a distance of 248.86 feet to the southwest corner of said Lot 3, said corner lying on the easterly right-of-way line of Greeg Street (a 50 foot right-of-way) as established by said plat of Unit One of American Beach - Section 3; thence North 02 degrees 01 minutes 53 seconds West along said right-of-way line, a distance of 18.24 feet to the point of curve of a curve concave easterly, having a radius of 443.83 feet; thence northerly along said right-of-way line of Greeg Street and along the arc of said curve, an arc distance of 106.83 feet, said arc being subtended by a chord bearing of North 04 degrees 58 minutes 22 seconds East and a chord distance of 106.58 feet to a point of reverse curve; thence northerly continuing along said right-of-way line and along the arc of a curve, said curve being concave westerly, having a radius of 450.00 feet, an arc distance of 82.40 feet, said arc being subtended by a chord bearing of North 06 degrees 37 minutes 22 seconds East and a chord distance of 82.29 feet to its intersection with aforesaid line dividing Lot 1 from the out parcel; thence North 85 degrees 01 minutes 07 seconds East, leaving said right-of-way line and along said line dividing Lot 1 and the out parcel, a distance of 59.03 feet; thence South 02 degrees 44 minutes 36 seconds East, leaving said dividing line, a distance of 1.18 feet; thence North 87 degrees 15 minutes 24 seconds East, a distance of 21.13 feet; thence North 04 degrees 05 minutes 54 seconds West along a line to its intersection with said line dividing Lot 1 and the out parcel, a distance of 2.00 feet; thence North 85 degrees 01 minutes 07 seconds East along said dividing line, a distance of 4.93 feet to the POINT OF BEGINNING.

ENVIRONMENTAL AFFIDAVIT

Peter Fodor ("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** and **FLORIDA COMMUNITIES TRUST**, and that:

1. Affiant is Florida Counsel of **THE TRUST FOR PUBLIC LAND**, a non-profit California corporation ("Seller"), and in such capacity has been authorized by Seller to make this Affidavit on Seller's behalf.
2. Seller is the sole owner in fee simple and now in possession of the following described property together with improvements located thereon located in Nassau County, Florida, to-wit:

See Exhibit A attached hereto and by this reference made a part hereof (hereinafter the "Property").

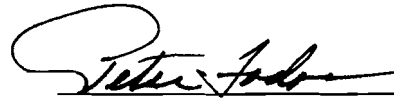
3. Seller is conveying the Property to **NASSAU COUNTY, FLORIDA**.
4. For purposes of this Affidavit the term "Environmental Laws" shall mean any and all federal, state, and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements, or other governmental restrictions relating to the protection of the environment or human health, welfare, or safety, or to the emission, discharge, seepage, release, or threatened release of Hazardous Materials (as hereinafter defined) into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the handling of such Hazardous Materials. For purposes of this Affidavit the term "Hazardous Materials" shall mean any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyls, asbestos, hazardous or toxic substance, material, or waste of any kind, or any other substance which is regulated by any Environmental Law.
5. As of the date of Seller's conveyance of the Property to **NASSAU COUNTY, FLORIDA**, Seller warrants and represents to Purchaser, its successors and assigns that:
 - (i) Seller has not placed, or permitted to be placed, any Hazardous Materials on the Property, and, to the best of Affiant's knowledge, without independent inquiry, no other person or entity has placed, or permitted to be placed, any Hazardous Materials on the Property except for those matters set forth in those certain Environmental Site Assessments prepared by ECT, Inc., under Project No's 040053-1600 and 050005-0100 and any matters that an interior inspection of the building known as "the boardinghouse" might reveal..
 - (ii) To the best of Affiant's knowledge, without independent inquiry, there does not exist on the Property any condition or circumstance which requires or may in the future require cleanup, removal, or other remedial action or other response under Environmental

Laws on the part of Seller or a subsequent owner of all or any portion of the Property or which would subject Seller or a subsequent owner of all or any portion of the Property to liability, penalties, damages, or injunctive relief except for those matters set forth in those certain Environmental Site Assessments prepared by ECT, Inc., under Project No's 040053-1600 and 050005-0100 and any matters that an interior inspection of the building known as "the boardinghouse" might reveal.

(v) To the best of Affiant's knowledge, without independent inquiry, no warning notice, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice has been issued by any federal, state, or local environmental agency alleging that conditions on the Property are in violation of any Environmental Law.

(vi) To the best of Affiant's knowledge, without independent inquiry, Seller is not subject to any judgment, decree, order, or citation related to or arising out of Environmental Laws, and Seller has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Law.

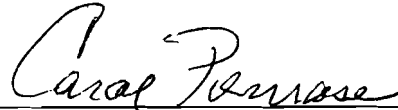
6. Seller makes this Affidavit for the purpose of inducing Purchaser to purchase the Property, and Seller acknowledges that Purchaser will rely upon the representations and warranties set forth in this Affidavit.



Peter Fodor, Florida Counsel of the Trust
for Public Land, a nonprofit California
corporation

STATE OF FLORIDA
COUNTY OF LEON

SWORN TO AND SUBSCRIBED before me this 31 day of September, 2005, by Peter Fodor, Florida Counsel of the Trust for Public Land, a nonprofit California corporation, who is personally known to me.



NOTARY PUBLIC



Carol Penrose
Commission # DD281830
Expires January 30, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

(NOTARY PUBLIC SEAL)

Exhibit "A"

Lot 2 and Lot 3, Block 1, Unit One of American Beach - Section Three as recorded in Plat Book 3, page 19 of the public records of Nassau County, Florida, together with a part of that out parcel excluded from the above described plat lying between Lot 1 and Lot 2 of said Block 1, Unit 1 of American Beach - Section 3, said out parcel being a part of Section 18, Township 2 North, Range 28 east of said county, all being more particularly described as follows:

For a point of reference commence at the northeast corner of Government Lot 2 of said Section 18, thence South 01 degrees 55 minutes 23 seconds East, along the east line of said Government Lot 2, a distance of 50.00 feet to a point on a line dividing said Lot 1 and said out parcel, said point also being the POINT OF BEGINNING; thence North 85 degrees 01 minutes 07 seconds East along said line dividing Lot 1 and the out parcel, a distance of 155.62 feet to a point on the Erosion Control Line as established by the maps prepared for the Department of Natural Resources, dated January 17, 1983 and recorded in April 1983 by the Clerk of the Circuit Court of said county; thence South 02 degrees 23 minutes 21 seconds West along said Erosion Control Line to its intersection with the southerly line of said Lot 3, a distance of 218.88 feet; thence South 88 degrees 04 minutes 37 seconds West, leaving said Erosion Control Line and along the southerly line of said Lot 3, a distance of 248.86 feet to the southwest corner of said Lot 3, said corner lying on the easterly right-of-way line of Greeg Street (a 50 foot right-of-way) as established by said plat of Unit One of American Beach - Section 3; thence North 02 degrees 01 minutes 53 seconds West along said right-of-way line, a distance of 18.24 feet to the point of curve of a curve concave easterly, having a radius of 443.83 feet; thence northerly along said right-of-way line of Greeg Street and along the arc of said curve, an arc distance of 106.83 feet, said arc being subtended by a chord bearing of North 04 degrees 58 minutes 22 seconds East and a chord distance of 106.58 feet to a point of reverse curve; thence northerly continuing along said right-of-way line and along the arc of a curve, said curve being concave westerly, having a radius of 450.00 feet, an arc distance of 82.40 feet, said arc being subtended by a chord bearing of North 06 degrees 37 minutes 22 seconds East and a chord distance of 82.29 feet to its intersection with aforesaid line dividing Lot 1 from the out parcel; thence North 85 degrees 01 minutes 07 seconds East, leaving said right-of-way line and along said line dividing Lot 1 and the out parcel, a distance of 59.03 feet; thence South 02 degrees 44 minutes 36 seconds East, leaving said dividing line, a distance of 1.18 feet; thence North 87 degrees 15 minutes 24 seconds East, a distance of 21.13 feet; thence North 04 degrees 05 minutes 54 seconds West along a line to its intersection with said line dividing Lot 1 and the out parcel, a distance of 2.00 feet; thence North 85 degrees 01 minutes 07 seconds East along said dividing line, a distance of 4.93 feet to the POINT OF BEGINNING.



Conserving
Land
for People

September 28, 2005

Nassau County Board of County
Commissioners
96160 Nassau Place
Yulee, FL 32097

Florida Communities Trust
c/o Kristen Coons, Esq.
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Re: The Trust for Public Land ("Seller") to Nassau County, (Buyer")
American Beach

Commissioners and Members of the Governing Board:

The undersigned is the Florida Counsel of The Trust for Public Land ("Seller") serving its Florida Office. In that role, I have reviewed the warranty deed, and all corporate documents related to the conveyance of the property described in Exhibit "A" attached hereto (the "Property"). Based upon my review of the corporate documents and the conveyance documents, I am of the opinion that:

1. Seller's execution of the Option Agreement ("Agreement") for the sale on the Property to the Purchaser and the performance by Seller of the various terms and conditions thereof, including, without limitation, the execution of all agreements, notices and other documents hereunder, have been duly authorized by the requisite corporate authority of Seller.
2. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of California and is duly licensed and in good standing and qualified to own real property in the State of Florida.
3. The Agreement as executed and delivered, is valid and legally binding upon Seller and enforceable in accordance with its terms and neither the execution of the Agreement and the other instruments to be executed thereunder by Seller, nor the performance by it of the various terms and conditions thereto will violate the Articles of Incorporation or By-Laws of Seller.

Very truly yours,

Peter Fodor
Florida Counsel

/cp

Exhibit "A"

Lot 2 and Lot 3, Block 1, Unit One of American Beach - Section Three as recorded in Plat Book 3, page 19 of the public records of Nassau County, Florida, together with a part of that out parcel excluded from the above described plat lying between Lot 1 and Lot 2 of said Block 1, Unit 1 of American Beach - Section 3, said out parcel being a part of Section 18, Township 2 North, Range 28 east of said county, all being more particularly described as follows:

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

Jim B. Higginbotham
Ansley Acree
Tom Branan
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

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

VIA FACSIMILE 904-388-9298
and U.S. Postal Mail

September 14, 2005

Lampe, Roy & Associates, Inc.
Michael C. Roy
4440 Merrimac Avenue
Jacksonville, FL. 32210

Re: Appraisal for the vacant lots at American Beach Historic Park.

Dear Mr. Roy,

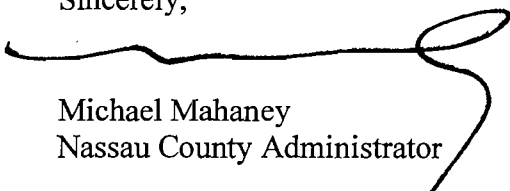
Thank you for the September 12, 2005 proposal to perform the subject services.

Please be advised that the Board of County Commissioners met in public session on September 12, 2005 and granted approval to obtain appraisals for the vacant lots at the American Beach Historic Park.

This letter shall serve as authorization to proceed with the appraisal process.

If you have any questions concerning this matter, or we might be of further assistance to you, please do not hesitate to contact us.

Sincerely,


Michael Mahaney
Nassau County Administrator

cc: Board of County Commissioners
Mike Mullin, County Attorney
John Crawford, Clerk of Courts
Daniel Salmon, Building Maintenance Director
Susan Grandin, The Trust for Public Land

(904) 491-7380 or (800) 789-6673

An Affirmative Action / Equal Opportunity Employer



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

Jim B. Higginbotham
Ansley Acree
Tom Branan
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

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

VIA FACSIMILE 904-296-8996
and U.S. Postal Mail

September 14, 2005

Crenshaw Williams Appraisal Company
Attn: Steve Slotkin
6272 Dupont Station Court
Jacksonville, FL. 32217

Re: Appraisal for the vacant lots at American Beach Historic Park.

Dear Mr. Slotkin,

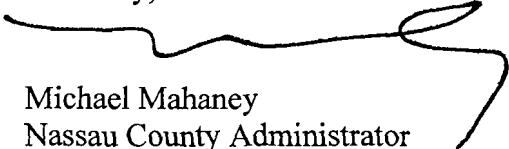
Thank you for the August 31, 2005 proposal to perform the subject services.

Please be advised that the Board of County Commissioners met in public session on September 12, 2005 and granted approval to obtain appraisals for the vacant lots at the American Beach Historic Park.

This letter shall serve as authorization to proceed with the appraisal process.

If you have any questions concerning this matter, or we might be of further assistance to you, please do not hesitate to contact us.

Sincerely,


Michael Mahaney
Nassau County Administrator

cc: Board of County Commissioners
Mike Mullin, County Attorney
John Crawford, Clerk of Courts
Daniel Salmon, Building Maintenance Director
Susan Grandin, The Trust for Public Land

(904) 491-7380 or (800) 789-6673

An Affirmative Action / Equal Opportunity Employer

1 From Please print and press hard
 Date 7-26-05 Sender's FedEx Account Number 1655-6271-2

Sender's Name John A. Crawford, Clerk Phone (904) 548-4600

Company BOARD OF COUNTY COMMISSIONERS

Address 76347 VETERANS WAY

City YULEE State FL ZIP 32097

2 Your Internal Billing Reference 04-026-FF4 Option Agreement
First 24 characters will appear on invoice.

3 To
 Recipient's Name JERRY TABER Phone ()

Company FLORIDA COMMUNITIES TRUST

Address 2555 SHUMARD OAK BOULEVARD, SADOWSKI BLDG
To "HOLD" at FedEx location, print FedEx address. We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address ROOM 310

City TALLAHASSEE State FL ZIP 32399-2100

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Questions? Visit our Web site at fedex.com
 or call 1.800.Go.FedEx® 800.463.3339.

0277314899

4a Express Package Service
 FedEx Priority Overnight Next business morning
 FedEx Standard Overnight Next business afternoon
 FedEx First Overnight Earliest next business morning delivery to select locations

FedEx 2Day Second business day
 FedEx Express Saver Third business day
FedEx Envelope rate not available. Minimum charge: One-pound rate

4b Express Freight Service
 FedEx 1Day Freight* Next business day
 FedEx 2Day Freight Second business day
 FedEx 3Day Freight Third business day
* Cell for Confirmation: _____

5 Packaging
 FedEx Envelope*
 FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak
 Other

6 Special Handling Include FedEx address in Section 3
 SATURDAY Delivery Available ONLY for FedEx Priority Overnight, FedEx 2Day, FedEx 1Day Freight, and FedEx 2Day Freight to select ZIP codes
 HOLD Weekday at FedEx Location NOT Available for FedEx First Overnight
 HOLD Saturday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations

Does this shipment contain dangerous goods?
One box must be checked.
 No **Yes** As per attached Shipper's Declaration **Yes** Shipper's Declaration not required **Dry Ice** Dry Ice, 3 UN 1845 _____ x _____ kg
 Dangerous Goods (including Dry Ice) cannot be shipped in FedEx packaging. **Cargo Aircraft Only**

7 Payment Bill to: Enter FedEx Acct. No. or Credit Card No. below.
 Sender Acct. No. in Section 1 will be billed. **Recipient** **Third Party** **Credit Card** **Cash/Check**

FedEx Acct. No. _____ Exp. Date _____
 Credit Card No. _____
Total Packages _____ **Total Weight** _____ **Total Declared Value¹**
 \$ _____ .00

¹Our liability is limited to \$100 unless you declare a higher value. See back for details. FedEx Use Only

8 Release Signature Sign to authorize delivery without obtaining signature.
 By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims. 447

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE.



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

Jim B. Higginbotham Dist. No. 1 Fernandina Beach
Ansley Acree Dist. No. 2 Fernandina Beach
Tom Branan Dist. No. 3 Yulee
Floyd L. Vanzant Dist. No. 4 Hilliard
Marianne Marshall Dist. No. 5 Callahan

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

August 26, 2005

Mr. Ken Reecy
Florida Communities Trust
Community Program Administrator
2555 Shumard Oaks Boulevard, Suite 310
Tallahassee, FL 32399-2100

Re: American Beach Historic Park, 04-026-FF4

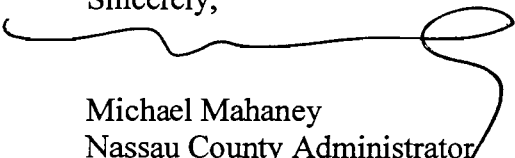
Dear Mr. Reecy:

The Nassau County Board of County Commissioners respectfully requests a 6-month extension of the Grant Award contract that currently will terminate on September 1, 2005. We are anticipating closing on the Priority 1 parcels with FCT and the Trust for Public Land in the very near future. The Project Plan has already been approved, and your legal staff has the due diligence, so as soon as FCT is ready to close, the county is ready.

As for the Priority 2 parcels, the Trust for Public Land has an agreement with the landowner and we are working on the appraisals. They should be complete in mid November at which time we will begin negotiations with the Trust for Public Land.

Please let me know of your decision at your earliest convenience.

Sincerely,



Michael Mahaney
Nassau County Administrator

Cc: Board of County Commissioners
Mike Mullin, County Attorney
John Crawford, Clerk of Courts
Daniel Salmon, Building Maintenance Director
Susan Grandin, The Trust for Public Land

(904) 491-7380 or (800) 789-6673

An Affirmative Action / Equal Opportunity Employer



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

October 14, 2004

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

MICHAEL S. MULLIN
County Attorney

Ms. Susan Grandin
Trust for Public Land
2237 Riverside Avenue
Jacksonville, FL 32204

Dear Ms. Grandin:

Enclosed please find the original of the Memorandum of Agreement that was approved and executed by the Board of County Commissioners at their Regular Meeting of October 11, 2004.

Please have the Memorandum of Agreement executed by the Trust for Public Land and return a fully executed original to my office in the enclosed self addressed envelope.

Thank you for your attention in this matter.

Sincerely yours,

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

JMO:jb

Enclosure

CC: Michael S. Mullin, County Attorney

548-4660

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

An Affirmative Action / Equal Opportunity Employer

Local Government Name: Nassau County
 Project Name: American Beach Historic Park
 FCT Project #: 04-026-FF4
 Date: Sept. 7, 2005

PURCHASER'S RECONCILIATION STATEMENT

TOTAL PROJECT COSTS

Land Purchase Price
 Parcel \$2,275,000.00 (1)
Total Land Purchase Price \$2,275,000.00

Acquisition Expenses
 Appraisals \$8,000.00
 Appraisal Review 1,117.00
 Title Reports 225.00
 Title Insurance 5,580.00
 Survey 8,360.00
 Survey Update 2,550.00
 Environmental Audit 7,975.00
Total Acquisition Expenses \$33,807.00

Total Project Costs \$ 2,308,807.00

COMPUTATION OF GRANT AWARD AND LOCAL MATCH AMOUNT

FCT Award Computation (100%)
 Share of Purchase Price \$2,275,000.00 (2)
 Share of Acquisition Expenses \$33,807.00
Total Share of Project Costs \$ 2,308,807.00

County Award Computation
 Share of Purchase Price \$0.00
 Share of Acquisition Expenses \$0.00
Total Share of Project Costs \$0.00

Total Project Costs \$ 2,308,807.00

COMPUTATION OF PREPAID, REIMBURSEMENTS, ADDITIONAL COSTS AND AMOUNTS DUE AT CLOSING
FLORIDA COMMUNITIES TRUST

FCT Prepaid Project Costs
 Option Payment \$100.00
 Appraisal Review \$ 1,117.00
Total Prepaid Costs \$1,217.00

FCT Amount Due at Closing
 Share of Total Project Costs \$ 2,308,807.00
 Less Total Prepaid Costs 1,217.00
Total Amount Due From FCT \$ 2,307,590.00

Local Government Name: Nassau County
 Project Name: American Beach Historic Park
 FCT Project #: 04-026-FF4
 Date: Sept. 7, 2005
 Page 2

NASSAU COUNTY

County Prepaid Costs

Appraisal	<u>\$2,000.00</u> (3)
Total Prepaid Costs	<u>\$2,000.00</u>

County Amount Due

Share of Total Project Costs	\$0.00
Less Total Prepaid Costs	<u>\$2,000.00</u>
Amount Due To County	<u>\$2,000.00</u>

County Additional Costs

Record Declaration of Restrictive Covenants	<u>\$ 119.00</u> (4)
Total Additional Costs	<u>119.00</u>

Final Amount Due To County

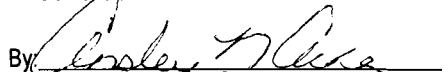
Amount Due To County	\$2,000.00
Less Total Additional Costs	<u>\$119.00</u>
TOTAL AMOUNT DUE TO COUNTY	<u>\$1,881.00</u>

Notes:

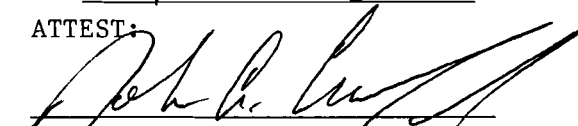
- (1) Pursuant to a memo dated September 2, 2005, 2005 from Caroline Sutton to Kristen Coons, the Maximum Approved Purchase Price is \$2,390,000.00.
- (2) Pursuant to the Grant Contract, FCT will reimburse for the land cost at either the actual purchase price or the Maximum Approved Purchase Price, whichever is less.
According to the Grant Contract, the amount of the grant shall not exceed the lesser of \$3,149,000.00 or 100% of the final total project costs.
- (3) The County paid \$2,000.00 of the appraisals costs and that expenditure will be reimbursed by FCT.
- (4) Disbursed to Clerk of the Court, Nassau County, at time of reimbursement.

The foregoing reconciliation of Purchasers' costs is hereby approved by the undersigned.

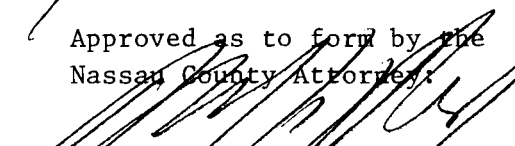
NASSAU COUNTY

By: 
 Print Name: ANSLEY N. BROWN
 Title: CHAIRMAN
 Date: 9-26-05

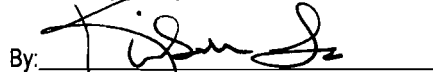
ATTEST:


 John A. Crawford
 Ex-Officio Clerk

Approved as to form by the
 Nassau County Attorney:


 Michael S. Mullin

FLORIDA COMMUNITIES TRUST

By: 
 Janice Browning, Director KIMBALL LORE
 Division of Housing and Community Development
 Date: 9-27-05



Conserving
Land
for People

July 20, 2005
BY FEDERAL EXPRESS
TELEPHONE #904-548-4590

Michael S. Mullin, Esq.
Nassau County Attorney
96160 Nassau Place
Yulee, FL 32097

RE: American Beach – Sale by The Trust for Public Land to Nassau County
Project #52908 532

Dear Mr. Mullin:

Enclosed are three executed copies of the Option Agreement for the referenced acquisition. Please have all three copies property executed, witnessed and notarized as required and return all copies to Jerry Taber, Acquisition Agent, at Florida Communities Trust. His address is

2555 Shumard Oak Blvd.
Room 310 Sadowski Bldg.
Tallahassee, FL 32399-2100

Please call us if you have any questions

Sincerely,

Carol Penrose
Senior Legal Assistant

Enclosures

cc: Susan Grandin



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

Jim B. Higginbotham Dist. No. 1 Fernandina Beach
Ansley Acree Dist. No. 2 Fernandina Beach
Tom Branan Dist. No. 3 Yulee
Floyd L. Vanzant Dist. No. 4 Hilliard
Marianne Marshall Dist. No. 5 Callahan

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

July 26, 2005

VIA FEDERAL EXPRESS

Mr. Jerry Taber, Acquisition Agent
Florida Communities Trust
2555 Shumard Oak Boulevard
Room 310, Sadowski Building
Tallahassee, FL 32399-2100

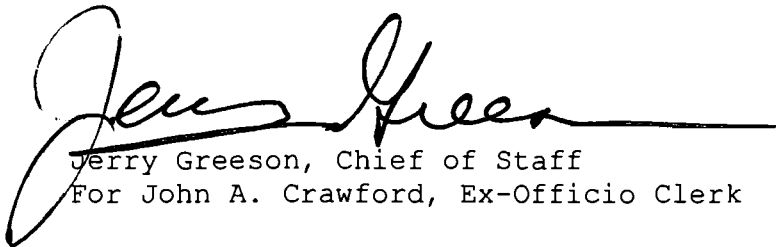
RE: American Beach Historic Park
Project No. 04-026-FF4

Dear Mr. Taber:

Enclosed please find three (3) original Option Agreements for Sale and Purchase, as approved by the Board of County Commissioners of Nassau County in their meeting of July 13, 2005.

A self addressed envelope is enclosed for your convenience in return a fully executed original of the agreement after execution by the Florida Communities Trust.

Sincerely yours,



Jerry Greeson, Chief of Staff
For John A. Crawford, Ex-Officio Clerk

TJG:JAC:jb

Enclosures

CC: Susan Grandin, Trust for Public Land
Mike Mahaney, County Administrator

(904) 548- 4660, 879-1029, (800) 958- 3496

An Affirmative Action / Equal Opportunity Employer

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 52908-532C	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 within the State of Florida 96160 Nassau Place Yulee, FL 32097	E. Name and Address of Seller The Trust for Public Land, a nonprofit California corporation 306 N. Monroe St. Tallahassee, FL 32301	F. Name and Address of Lender
--	--	-------------------------------

G. Property Location Metes & Bounds on Gréeg St., Nassau County, Florida	H. Settlement Agent Timothy A. Burleigh, P.A., The Trust for Public Land	I. Settlement Date 09/28/05
	Place of Settlement 2905 Corinthian Ave., Ste. Jacksonville, FL 32310	

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	2,275,000.00	401. Contract sales price	2,275,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	5,924.00	403.	
104. Reimburse ESA & Survey	18,885.00	404. Reimburse ESA & Survey	18,885.00
105. Reimburse Appraisal (Lampe-Roy)	6,000.00	405. Reimburse Appraisal (Lampe-Roy)	6,000.00
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.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	2,305,809.00	420. Gross Amount Due To Seller	2,299,885.00

200. Amounts Paid By Or In Behalf Of Borrower 500. Reductions In Amount Due To Seller

201. Deposit or earnest money	100.00	501. Excess deposit (see instructions)	100.00
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	55.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	

Adjustments for items unpaid by seller Adjustments for items unpaid by seller

210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	

220. Total Paid By/For Borrower 520. Total Reduction Amount Due To Seller

220. Total Paid By/For Borrower	100.00	520. Total Reduction Amount Due To Seller	155.00
---------------------------------	--------	---	--------

300. Cash At Settlement From/To Borrower 600. Cash At Settlement To/From Seller

301. Gross Amount due from borrower (line 120)	2,305,809.00	601. Gross amount due to seller (line 420)	2,299,885.00
302. Less amounts paid by/for borrower (line 220)	(100.00)	602. Less reductions in amt. due seller (line 520)	(155.00)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	2,305,709.00	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	2,299,730.00

L. Settlement Charges

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			
1102. Abstract or title search	to	TIMOTHY A. BURLEIGH, P.A.	225.00	
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	TIMOTHY A. BURLEIGH, P.A.	5,580.00	
(includes above items numbers:)				
1109. Lender's coverage	\$			
1110. Owner's coverage	\$ 2,275,000.00			
1111. WIRE TRANSFER FEE				18.00
1112.				
1113.				
1200. Government Recording and Transfer Charges				
1201. Recording fees: Deed \$27.00		; Mortgage \$	119.00	27.00
1202. City/county tax/stamps: Deed \$; Mortgage \$		
1203. State tax/stamps: Deed \$; Mortgage \$		
1204. Record Termination of Option				10.00
1205.				
1300. Additional Settlement Charges				
1301. Survey	to	B.V.& ASSOCIATES \$10,910.00 POC SELLER		
1302. Pest inspection to				
1303. ENVIRONMENTAL SITE ASSESS. to ECT, INC. \$7,975.00 POC SELLER				
1304.				
1305.				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			5,924.00	55.00

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 with the State of Florida Seller(s) The Trust for Public Land, a nonprofit California corporation

By: *Anthony N. Acerra*
Name: Anthony N. Acerra
Title: Chairman

By: *Peter Fodor*
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.

Timothy A. Burleigh Timothy A. Burleigh, P.A., Settlement Agent

Exhibit "A"

Lot 2 and Lot 3, Block 1, Unit One of American Beach - Section Three as recorded in Plat Book 3, page 19 of the public records of Nassau County, Florida, together with a part of that out parcel excluded from the above described plat lying between Lot 1 and Lot 2 of said Block 1, Unit 1 of American Beach - Section 3, said out parcel being a part of Section 18, Township 2 North, Range 28 east of said county, all being more particularly described as follows:

For a point of reference commence at the northeast corner of Government Lot 2 of said Section 18, thence South 01 degrees 55 minutes 23 seconds East, along the east line of said Government Lot 2, a distance of 50.00 feet to a point on a line dividing said Lot 1 and said out parcel, said point also being the POINT OF BEGINNING; thence North 85 degrees 01 minutes 07 seconds East along said line dividing Lot 1 and the out parcel, a distance of 155.62 feet to a point on the Erosion Control Line as established by the maps prepared for the Department of Natural Resources, dated January 17, 1983 and recorded in April 1983 by the Clerk of the Circuit Court of said county; thence South 02 degrees 23 minutes 21 seconds West along said Erosion Control Line to its intersection with the southerly line of said Lot 3, a distance of 218.88 feet; thence South 88 degrees 04 minutes 37 seconds West, leaving said Erosion Control Line and along the southerly line of said Lot 3, a distance of 248.86 feet to the southwest corner of said Lot 3, said corner lying on the easterly right-of-way line of Greeg Street (a 50 foot right-of-way) as established by said plat of Unit One of American Beach - Section 3; thence North 02 degrees 01 minutes 53 seconds West along said right-of-way line, a distance of 18.24 feet to the point of curve of a curve concave easterly, having a radius of 443.83 feet; thence northerly along said right-of-way line of Greeg Street and along the arc of said curve, an arc distance of 106.83 feet, said arc being subtended by a chord bearing of North 04 degrees 58 minutes 22 seconds East and a chord distance of 106.58 feet to a point of reverse curve; thence northerly continuing along said right-of-way line and along the arc of a curve, said curve being concave westerly, having a radius of 450.00 feet, an arc distance of 82.40 feet, said arc being subtended by a chord bearing of North 06 degrees 37 minutes 22 seconds East and a chord distance of 82.29 feet to its intersection with aforesaid line dividing Lot 1 from the out parcel; thence North 85 degrees 01 minutes 07 seconds East, leaving said right-of-way line and along said line dividing Lot 1 and the out parcel, a distance of 59.03 feet; thence South 02 degrees 44 minutes 36 seconds East, leaving said dividing line, a distance of 1.18 feet; thence North 87 degrees 15 minutes 24 seconds East, a distance of 21.13 feet; thence North 04 degrees 05 minutes 54 seconds West along a line to its intersection with said line dividing Lot 1 and the out parcel, a distance of 2.00 feet; thence North 85 degrees 01 minutes 07 seconds East along said dividing line, a distance of 4.93 feet to the POINT OF BEGINNING.

CONFIDENTIALITY AGREEMENT

This is a Confidentiality Agreement ("Agreement") pursuant to Rule 9K-8.008(3), Florida Administrative Code (F.A.C.).

Parties to the Confidentiality Agreement: NASSAU COUNTY ("Recipient"), a local government of the State of Florida, and the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the Department of Community Affairs.

Parcels Covered by this Agreement: This Agreement covers all parcels identified as part of the project site in FCT application 04-026-FF4 that was selected for funding and is governed by a Grant Contract for FCT Project Number 04-026-FF4 ("Project Site").

Confidentiality:

- a) Pursuant to Rule 9K-8.002(9), F.A.C., the term "Confidential" refers to information that shall not be available for public disclosure or inspection and is exempt from the provisions of Section 119.07, Florida Statutes (F.S.).
- b) The Recipient and its agents shall maintain the confidentiality of all appraisals, offers, and counteroffers as required by Section 125.355(1)(a), F.S., for counties, or Section 166.045(1)(a), F.S., for municipalities, and Chapter 9K-8, F.A.C. The Recipient may disclose such confidential information only to the individuals listed herein below.
- c) Requests to add persons to the disclosure list shall be made in writing. Upon the written consent of the FCT Community Program Manager, the Recipient shall execute an Addendum to the Agreement. All confidentiality requirements outlined above shall apply to individuals added to the list.
- d) The undersigned board members and staff of the Recipient and its agents, if any, agree to maintain the confidentiality of appraisal information, offers and counter-offers concerning FCT Project Number 04-057-FF4, as required by Section 125.355 (1)(a), F.S., for counties or Section 166.045 (1)(A), F.S., for municipalities, Chapter 9K-8, F.A.C., and this Confidentiality Agreement between the Recipient and FCT.



e) The undersigned certify that they have no legal or beneficial interest in the Project Site.

Date	Recipient Board Member, Staff or Agent Name	Signature
11-22-04	Michael Mahaney	
11-22-04	Michael S. Mullin	

~~NASSAU COUNTY~~

~~By: _____
Title: _____~~

~~Date: _____~~

~~Approved as to form and legality:
_____~~

~~By: _____
Title: _____~~

FLORIDA COMMUNITIES TRUST

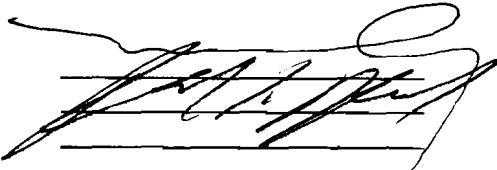
By: _____
Kathy Baughman McLeod
Community Program Manager

Date: _____

Approved as to form and legality:

By: _____
Title: _____
Trust Counsel

e) The undersigned certify that they have no legal or beneficial interest in the Project Site.

Date	Recipient Board Member, Staff or Agent Name	Signature
11-22-04	Michael Mahaney	
11-22-04	Michael S. Mullin	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

~~NASSAU COUNTY~~

FLORIDA COMMUNITIES TRUST

~~By: _____
Title: _____~~

By: _____
Kathy Baughman McLeod
Community Program Manager

~~Date: _____~~

Date: _____

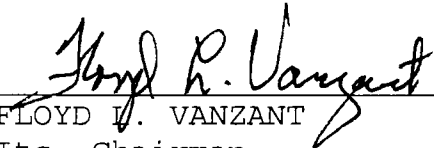
~~Approved as to form and legality:
_____~~

Approved as to form and legality:

~~By: _____
Title: _____~~


By: _____
Title: _____
Trust Counsel

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



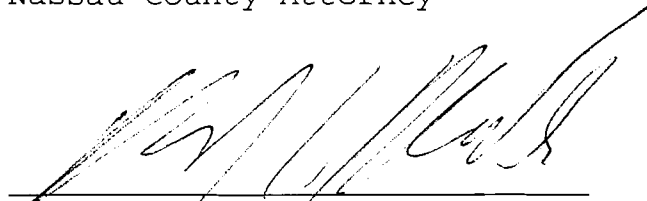
FLOYD W. VANZANT
Its: Chairman

ATTEST:



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

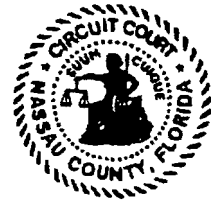
Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN



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: 12-29-04 NUMBER OF PAGES (INCLUDING COVER) 2

TO: BRIAN WIRICK
FLORIDA COMMUNITIES TRUST

FAX NUMBER: 850-921-1747

FROM: JOYCE BRADLEY
CLERK'S OFFICE

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

OUR FAX NUMBER IS (904) 548-4669.

BRIAN:

Forthcoming is the second page of the Confidentiality Agreement with the designation of two staff members who will be responsible for maintaining the confidentiality of the appraisal information for the project.

Upon execution of the Confidentiality Agreement and the Grant Agreement by the FCT, please forward both fully executed agreements to me in the envelope previously provided

If you need anything else, please do not hesitate to contact me.

* * * TRANSMISSION RESULT REPORT (IMMEDIATE TX) (DEC. 29. 2004 8:56AM) * * *

FAX HEADER:

DATE	TIME	ADDRESS	MODE	TIME	PAGE	RESULT	PERSONAL NAME	FILE
DEC. 29.	8:55AM	850 921 1747	G3ES	0'21"	P.	2 OK		205

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

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

\$: TRANSFER
@ : FORWARDING
F : FINE
Q : RECEPT. NOTICE REQ.

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

Joan:

No one is really sure where this agreement came from, I thought it came from Susan Grandin.

Would you please give her a call in the morning just to confirm where she would like it returned. Her number is 388-7595, extension 11.

I would rather be sure than to send it to the wrong place.

Thanks

12-1-04
Susan out of office today. I left a voice mail asking about the agreement & asked her to call us back

Joan

^{Soughman -}
Kathy McLeod

Annex W. M.

ICT

2555 S. Woodward
Spokane, WA 99205
Call chance
32.399-2100



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

Jim B. Higginbotham
Ansley Acree
Tom Branam
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

MIKE MAHANEY
County Administrator

December 2, 2004

Ms. Kathy Baughman-McLeod
Community Program Manager
Florida Communities Trust
2555 Shumard Oak Boulevard
Sadowski Building, Suite 310
Tallahassee, FL 32399

RE: FCT Project No. 04-026-FF4

Dear Ms. Baughman-McLeod:

Enclosed please find one (1) original of the Confidentiality Agreement for the above referenced project, which was approved by the Board of County Commissioners on November 22, 2004.

Please execute the agreement and return same to my office in the enclosed self-addressed envelope. A certified copy will be returned to you for your files.

Thank you for your prompt attention to this matter.

Sincerely yours,

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

JMO:jb

Enclosure

(904) 548- 4660, 879-1029, (800) 958- 3496

An Affirmative Action / Equal Opportunity Employer

(14)

This document prepared by:
Kristen L. Coons, Esq.
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

INSTR # 200544445
OR BK 01368 PGS 0347-0360
RECORDED 11/18/2005 02:04:54 PM
JOHN A. CRAWFORD
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING FEES 120.50

*

Record and Return to:

Joyce Bradley

FLORIDA COMMUNITIES TRUST
FF4 AWARD #04-026-FF4
FCT Contract #06-CT-22-04-F4-J1-026
AMERICAN BEACH

DECLARATION OF RESTRICTIVE COVENANTS

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and NASSAU COUNTY, a local government of the State of Florida ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds, as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") that will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature, to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

REC 120.50

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the Bonds is excluded from the gross income of bondholders for federal income tax purposes;

WHEREAS, Rule 9K-7.009(1), Florida Administrative Code ("F.A.C."), authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding;

WHEREAS, FCT has approved the terms under which the Project Site was acquired and the deed whereby the Recipient acquired title to the Project Site. The deed shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and it shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon the failure of the Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to disbursing FCT Florida Forever funds to the Recipient for Project Costs.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and the Recipient do hereby contract and agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon execution by both parties. The covenants and restrictions contained herein shall run with the Project Site and shall bind, and the benefit shall inure to, FCT and the Recipient and their respective successors and assigns.

II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

III. RECORDING AND APPROVAL OF DECLARATION OF RESTRICTIVE COVENANTS

1. Upon execution by the parties hereto, the Recipient shall cause this Agreement to be recorded and filed in the official public records of **Nassau County, Florida**, and in such manner and in such other places as FCT may reasonably request. The Recipient shall pay all fees and charges

incurred in connection therewith.

2. The Recipient and FCT agree that the State of Florida Department of Environmental Protection shall forward this Agreement to the Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax-exempt status of the Florida Forever Bonds is not jeopardized, FCT and the Recipient shall amend the Agreement accordingly.

IV. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to the addresses specified below. Any such notice shall be deemed received on the date of delivery if by personal delivery or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
ATTN: Program Manager

Recipient: Board of County Commissioners
96160 Nassau Place
Yulee, FL 32097
ATTN: Michael Mahaney

2. In the event that a different representative or address is designated for paragraph 1. above after execution of this Agreement, notice of the change shall be rendered to FCT as provided in paragraph 1. above.

V. PROJECT SITE TITLE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375 AND CHAPTER 380, PART III, FLA. STAT.

1. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee containing such covenants, clauses or other restrictions as are sufficient to protect the interest of the State of Florida.

2. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

3. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water

Management District who agrees to accept title and manage the Project Site.

4. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the Recipient shall deposit with FCT any insurance proceeds or any condemnation award and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from FCT, FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT shall have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

VI. MANAGEMENT OF PROJECT SITE

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for compatible passive, natural resource-based public outdoor recreation, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Management Plan approved by FCT.

2. The Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient.

3. The Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction, as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

4. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by FCT.

5. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

6. All buildings, structures, improvements and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

7. If archaeological and historic sites are located on the Project Site, the Recipient shall comply with Chapter 267, Fla. Stat. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site shall be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

8. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

VII. SPECIAL MANAGEMENT CONDITIONS

The management plan for the project site is mentioned throughout this Agreement, and is particularly described in Section IV. above. In addition to the various conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the project site and result from either representations made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 9K-7.009(1), F.A.C.:

1. Two or more resource-based outdoor recreational facilities including a picnic pavilion and wildlife observation platform shall be provided. The facilities shall be located and designed to have minimal impacts on natural resources on the project site.
2. A permanent recognition sign, a minimum size of 4' x 6', shall be maintained in the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust and Nassau County.
3. At least 12 regularly scheduled and ongoing educational classes or programs that promote the protection of natural resources shall be provided at the project site.
4. A survey of the natural communities and plant species on the project site shall be conducted prior to the development of the project site. The survey shall be used during development of the site to ensure the protection, restoration, and preservation of the natural communities on the project site.

5. The beach dune community that occurs on the project site shall be appropriately managed to ensure the long-term viability of this community.
6. Approximately 0.50-acres of the degraded upland beach dune community shall be restored in terms of biological composition and ecological function.
7. The development and management of the project site shall be coordinated with the managers of other conservation and recreation lands in the area.
8. The project site shall be managed in a manner that protects and enhances habitat for listed wildlife species that utilize or could potentially utilize the project site. The development of the management plan shall be coordinated with the Fish and Wildlife Conservation Commission's Office of Environmental Services to ensure the preservation and viability of listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.
9. Any proposed stormwater facility for the project site shall be designed to provide recreation open space or wildlife habitat.
10. Bike parking stands shall be installed at the project site to provide an alternative to automobile transportation to the project site.
11. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.
12. A feral animal removal program shall be developed and implemented for dogs, cats, and other non-native wildlife that may be found on the project site.
13. A professional survey of the historic structures on the project site shall be conducted to determine the integrity and extent of these historical features. The results of this survey shall be reviewed in conjunction with the Division of Historical Resources to develop an appropriate protection plan for historic resources on the project site.
14. The location and design of the parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious material wherever feasible.
15. The requirements imposed by other grant program funds that may be sought for activities associated with the project site shall not conflict with the terms and conditions of this award.

VIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

- a. any sale or lease of any interest in the Project Site to a non-governmental person or organization;
- b. the operation of any concession on the Project Site by a non-governmental person or organization;
- c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;
- d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;
- e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;
- f. a management contract for the Project Site with a non-governmental person or organization; or
- g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph III.1. above, at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and shall provide FCT such information as FCT reasonably

requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

IX. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed herein, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapter 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

3. If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. If the Recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).

4. The annual financial audit report shall include all management letters, the Recipient's response to all findings, including corrective actions to be taken, and a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and agreement number. Copies of financial reporting packages required under this Article shall be submitted by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs (at each of the following addresses):

Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

State of Florida Auditor General at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

5. If the audit shows that any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97,

Fla. Stat. performed by an independent certified public accountant ("IPA") who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

X. DEFAULT; REMEDIES; TERMINATION

1. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

XI. STANDARD CONDITIONS

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.


4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

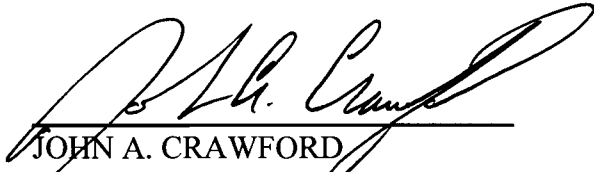
This Agreement including Exhibit "A" embodies the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

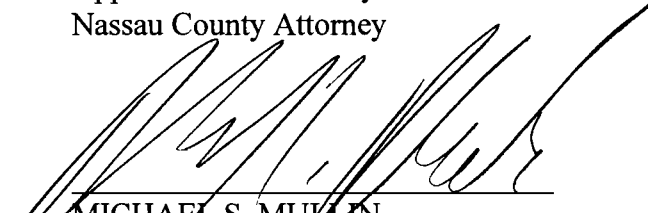
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


ANSLEY N. ACREE
Its: Chairman

ATTEST:

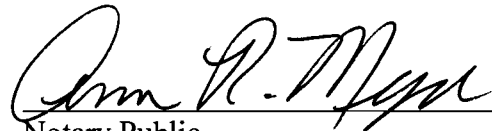

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 26th day of September, 2005, by Ansley N. Acree, as Chairman of Board of County Commissioners on behalf of the Local Government, and who is personally known to me.


Notary Public
Print Name: ANN R. MYERS
Commission No. _____
My Commission Expires: _____



Ann R. Myers
MY COMMISSION # DD268758 EXPIRES
January 3, 2008
BONDED THRU TROY FAIM INSURANCE, INC.

Witness:

[Signature]
Print Name: _____

Gayle H. Brett
Print Name: _____

FLORIDA COMMUNITIES TRUST

By: [Signature]
~~Janice Browning~~, Director, Division of
Housing and Community Development
Kimball Love
Date: 10.24.05

Approved as to Form and Legality:

By: [Signature]
Kimston C. Cooper
Trust Counsel

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 24th day of October, 2005, by Kimball Love, Director, Division of Housing and Community Development. She is personally known to me.

[Signature]
Notary Public

Print Name: _____
Commission No. _____
My Commission Expires _____



Exhibit "A"

Lot 2 and Lot 3, Block 1, Unit One of American Beach - Section Three as recorded in Plat Book 3, page 19 of the public records of Nassau County, Florida, together with a part of that out parcel excluded from the above described plat lying between Lot 1 and Lot 2 of said Block 1, Unit 1 of American Beach - Section 3, said out parcel being a part of Section 18, Township 2 North, Range 28 east of said county, all being more particularly described as follows:

For a point of reference commence at the northeast corner of Government Lot 2 of said Section 18, thence South 01 degrees 55 minutes 23 seconds East, along the east line of said Government Lot 2, a distance of 50.00 feet to a point on a line dividing said Lot 1 and said out parcel, said point also being the POINT OF BEGINNING; thence North 85 degrees 01 minutes 07 seconds East along said line dividing Lot 1 and the out parcel, a distance of 155.62 feet to a point on the Erosion Control Line as established by the maps prepared for the Department of Natural Resources, dated January 17, 1983 and recorded in April 1983 by the Clerk of the Circuit Court of said county; thence South 02 degrees 23 minutes 21 seconds West along said Erosion Control Line to its intersection with the southerly line of said Lot 3, a distance of 218.88 feet; thence South 88 degrees 04 minutes 37 seconds West, leaving said Erosion Control Line and along the southerly line of said Lot 3, a distance of 248.86 feet to the southwest corner of said Lot 3, said corner lying on the easterly right-of-way line of Greeg Street (a 50 foot right-of-way) as established by said plat of Unit One of American Beach - Section 3; thence North 02 degrees 01 minutes 53 seconds West along said right-of-way line, a distance of 18.24 feet to the point of curve of a curve concave easterly, having a radius of 443.83 feet; thence northerly along said right-of-way line of Greeg Street and along the arc of said curve, an arc distance of 106.83 feet, said arc being subtended by a chord bearing of North 04 degrees 58 minutes 22 seconds East and a chord distance of 106.58 feet to a point of reverse curve; thence northerly continuing along said right-of-way line and along the arc of a curve, said curve being concave westerly, having a radius of 450.00 feet, an arc distance of 82.40 feet, said arc being subtended by a chord bearing of North 06 degrees 37 minutes 22 seconds East and a chord distance of 82.29 feet to its intersection with aforesaid line dividing Lot 1 from the out parcel; thence North 85 degrees 01 minutes 07 seconds East, leaving said right-of-way line and along said line dividing Lot 1 and the out parcel, a distance of 59.03 feet; thence South 02 degrees 44 minutes 36 seconds East, leaving said dividing line, a distance of 1.18 feet; thence North 87 degrees 15 minutes 24 seconds East, a distance of 21.13 feet; thence North 04 degrees 05 minutes 54 seconds West along a line to its intersection with said line dividing Lot 1 and the out parcel, a distance of 2.00 feet; thence North 85 degrees 01 minutes 07 seconds East along said dividing line, a distance of 4.93 feet to the POINT OF BEGINNING.

TPL to Nassau County
American Beach

FCT Contract Number 05-CT- 22-04-FY-A1-026
FLORIDA COMMUNITIES TRUST
04-026-FF4
AMERICAN BEACH HISTORIC PARK
CSFA # 52002

GRANT CONTRACT

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the State of Florida Department of Community Affairs, and NASSAU COUNTY, a local government of the State of Florida ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds ("Project Site"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the bonds is excluded from the gross income of bondholders for federal income tax purposes;

WHEREAS, Rule Chapter 9K-7, Florida Administrative Code ("F.A.C.") sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule Chapter 9K-8, F.A.C. sets forth the acquisition procedures;

WHEREAS, on September 1, 2004 the FCT Governing Board scored, ranked and selected projects to receive approval for funding;

04-026-FF4
October 8, 2004
Joint Acquisition

WHEREAS, the Recipient's project, described in an application submitted for evaluation, was selected for funding in accordance with Rule Chapter 9K-7, F.A.C., and by executing this Agreement the Recipient reaffirms the representations made in its application;

WHEREAS, Rule 9K-7.009(1), F.A.C. authorizes FCT to impose conditions for funding on those FCT applicants whose projects are selected for funding; and

WHEREAS, the purpose of this Agreement is to set forth the conditions that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds awarded, as well as the restrictions that are imposed on the Project Site subsequent to its acquisition with Bond proceeds. Since the entire Project Site has not yet been negotiated for acquisition, some elements of the project are not yet known such as the purchase price, other project costs, and the terms upon which an owner will voluntarily convey the property.

NOW THEREFORE, FCT and the Recipient mutually agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon the Recipient's project being selected for funding and shall end **SEPTEMBER 1, 2005** ("Expiration Date"), unless extended as set forth below or unless terminated earlier in accordance with the provisions of Article XIII of this Agreement.

2. FCT may extend this Agreement beyond the Expiration Date if the Recipient demonstrates that significant progress is being made toward Project Plan approval or that extenuating circumstances warrant an extension of time. A request for an extension shall fully explain the reason for the delay and why the extension is necessary and shall be provided to FCT in accordance with paragraph V.1. prior to the Expiration Date. If the Recipient does not request an extension, or if a requested extension is not granted by FCT, the Recipient's award shall be rescinded and this Agreement shall terminate.

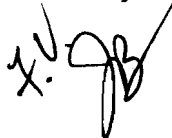
II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

III. DEADLINES

1. At least two original copies of this Agreement shall be executed by the Recipient and returned to the FCT office at 2555 Shumard Oak Boulevard, Tallahassee, FL 32399-2100, as soon as possible and before ~~NOVEMBER 8, 2004~~. If the Recipient requires more than one original document, the Recipient shall photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT shall execute the

DECEMBER 20, 2004



Agreements, retain one original copy and return all other copies that have been executed to the Recipient.

2. The Recipient and its representatives shall know of and adhere to all project deadlines and devise a method of monitoring the project. Deadlines stated in this Agreement, as well as deadlines associated with any FCT activity relating to the project, shall be strictly enforced. Failure to adhere to deadlines may result in delays in the project, allocation of time or resources to other recipients that respond timely or termination of this Agreement by FCT.

3. The Recipient shall submit the documentation required by this Agreement to FCT as soon as possible so that the Project Site may be acquired in an expeditious manner.

4. If the Recipient is identified in paragraph V.4. below as the party responsible for all negotiation and acquisition activities, the Recipient shall provide a monthly status report to FCT of Project Site acquisition activities. The monthly report shall contain the dates that appraisals are ordered and due, as well as the dates that purchase agreements are sent to sellers and the status of each contract, as appropriate.

5. No later than ~~NOVEMBER 8, 2004~~ ^{DECEMBER 20, 2004}, the Recipient shall deliver to FCT a written statement from the Project Site property owner(s) evidencing that the owner(s) is willing to entertain an offer from the Recipient and FCT, if not previously provided in the Application. No acquisition activity shall be commenced prior to FCT receipt of this statement.

6. No later than ~~NOVEMBER 8, 2004~~ ^{DECEMBER 20, 2004}, the Recipient shall deliver to FCT the executed Confidentiality Agreement provided to the Recipient by FCT, pursuant to Rule 9K-8.008(3), F.A.C. No acquisition activity shall be commenced prior to FCT receipt of the executed Confidentiality Agreement.

7. The party named in paragraph V.4. below as the party responsible for all negotiation and acquisition activities shall provide the following:

- a. **Title report(s) and appraisal(s), as required by Rule 9K-8.007(1-4), F.A.C., for review by a date not to exceed one hundred twenty (120) days after the Recipient's project is selected for funding.** Prior to the delivery of awarded FCT funds, the appraisal(s) shall be reviewed and, upon approval, the Maximum Approved Purchase Price ("MAPP"), as provided in Rule 9K-8.007(5) and (6), F.A.C., shall be determined; and
- b. Purchase Agreement(s), as defined by Rule 9K-8.002(16), based on the Acquisition Plan, if applicable, to be approved by FCT and sent to the property owner(s) within forty-five (45) days of receipt of the appraisal review memo from FCT establishing the MAPP.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever award granted to the Recipient ("FCT Award") will in no event exceed the lesser of One Hundred Percent (100%) of the final Project Costs, as defined in Rule 9K-7.002(29), F.A.C., or Three Million One Hundred Forty Nine Thousand Dollars And Zero Cents (\$3,149,000.00) unless FCT approves a different amount after determination of the MAPP, which shall be reflected in an addendum to this Agreement.

The FCT Award is based on the Recipient's estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 9K-7.003(3), F.A.C. and advertised in the Notice of Application. When disbursing the FCT Award, FCT shall recognize only those Project Costs consistent with the definition in Rule 9K-7.002(29), F.A.C. FCT shall participate in the land cost at either the actual purchase price or the MAPP, whichever is less, multiplied by the percent stated in the above paragraph.

2. The FCT Governing Board selected the Recipient's Application for funding in order to acquire the entire Project Site identified in the Application. FCT reserves the right to withdraw or adjust the FCT Award if the acreage that comprises the Project Site is reduced or the project design is changed so that the objectives of the acquisition cannot be achieved. FCT shall consider any request for Project Site boundary modification in accordance with the procedures set forth in Rule 9K-7.010, F.A.C.

If the Project Site is comprised of multiple parcels and multiple owners, an Acquisition Plan, as defined in 9K-7.002(2), F.A.C., was required in the application. FCT reserves the right to withdraw or adjust the FCT Award if the priority parcel(s) or a significant portion of the Project Site identified in the Acquisition Plan cannot be acquired.

3. The FCT Award shall be delivered either in the form of Project Costs prepaid by FCT to vendors or in the form of a State of Florida warrant at the closing of the Project Site, payable to the Seller or the Seller's designated agent authorized by law to receive such payment, provided the Comptroller determines that such disbursement is consistent with good business practices and can be completed in a manner minimizing costs and risks to the State of Florida. If the Project Site is comprised of multiple parcels, FCT shall deliver at the closing of each parcel only the share of the FCT Award that corresponds to the parcel being closed. FCT shall prepare a grant reconciliation statement prior to the closing of the Project Site parcel that evidences the amount of Match provided by the Recipient, if any is required, and the amount of the FCT Award. Funds expended by FCT for Project Costs shall be recognized as part of the FCT Award on the grant reconciliation statement.

4. If a Match is required, it shall be delivered in an approved form as provided in Rule 9K-7.002(22), F.A.C. If the value of land is the source of the Match, the MAPP shall determine the value of the Match. If the Project Site is comprised of multiple parcels, the Recipient shall deliver at the closing of each parcel the share of the Match that corresponds to the parcel being closed. Funds expended by the Recipient for Project Costs shall be recognized as part of the Match on the grant reconciliation statement.

5. By executing this Agreement, the Recipient affirms that it is ready, willing and able to provide a Match, if any is required.

6. If the Recipient is the local government having jurisdiction over the Project Site, and an action by the Recipient subsequent to the FCT Governing Board selection meeting results in a governmentally derived higher Project Site land value due to an enhanced highest and best use, FCT acquisition activities shall be terminated unless the Seller agrees that the appraisal(s) will be based on the highest and best use of the Project Site on or before the FCT Governing Board selection meeting.

7. FCT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, and is subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

V. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to:

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

2. All contact and correspondence from FCT to the Recipient shall be through the key contact. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the project:

Name: Mike Mahaney

Title: Nassau County Administrator

Address: P.O. Box 1010
Fernandina Beach, FL. 32034

Phone: 904-491-7380 Fax: 904-321-5784

E-mail: mmahaney@nassaucountyfl.com

3. The Recipient authorizes the administrator, employee, officer or representative named in this paragraph to execute all documents in connection with this project on behalf of the Recipient, including, but not limited to, the Grant Contract or any addenda thereto, purchase agreement(s) for the property, grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan and Declaration of Restrictive Covenants.

Name: Mike Mahaney
Title: Nassau County Administrator
Address: P.O. Box 1010
Fernandina Beach, FL. 32034
Phone: 904-491-7380 Fax: 904-321-5784
Email: mmahaney@nassaucountyfl.com

4. If the Project Site consists of five or fewer ownerships, as reflected on the Acquisition Plan, either FCT or the Recipient may act as the party responsible for all negotiation and acquisition activities. If the Project Site consists of six or more ownerships, as reflected on the Acquisition Plan, the Recipient shall act as the party responsible for all negotiation and acquisition activities. The Recipient hereby notifies FCT that Recipient [Note: *Elect FCT or Recipient*] will be the party responsible for all negotiation and acquisition activities. If the Recipient is named herein and represented by an agent, the Recipient hereby notifies FCT that the Recipient's agent is:

Name: Mike Mahaney
Title: Nassau County Administrator
Address: P.O. Box 1010
Fernandina Beach, FL. 32034
Phone: 904-491-7380 Fax: 904-321-5784
Email: mmahaney@nassaucountyfl.com

5. In the event that different representatives or addresses are designated for either paragraph 2., 3., or 4. above after execution of this Agreement, notice of the changes shall be rendered to FCT as provided in paragraph 1. above.

6. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is 59-1863042.

VI. PROJECT PLAN APPROVAL; PRE-CLOSING REQUIREMENTS

1. Prior to FCT approval of the signed purchase agreement(s), closing(s) of the real estate transaction(s) to acquire the Project Site and final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Project Plan that complies with Rule 9K-8.011, F.A.C. The Project Plan shall not be considered by FCT unless it is organized with a table of

contents and includes all of the following documents to ensure that the interest of the State of Florida will be protected:

- a. A purchase agreement, in a form previously approved by FCT staff, fully executed by both the Seller and the Recipient, that is based on an appraisal(s) approved by FCT and consistent with the requirements of Rule Chapter 9K-8, F.A.C.
- b. A letter from FCT indicating approval of the Management Plan written in accordance with Rule 9K-7.011, F.A.C., and as described in Article VII below.
- c. A statement of the Project Costs.
- d. A statement of the amount of the award being requested from FCT.
- e. Supporting documentation that the conditions imposed as part of this Agreement have been satisfied.
- f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil or regulatory violations imposed on the Project Site by any governmental agency or body.
- g. A signed statement by the Recipient that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan.
- h. Additional documentation as may be requested by FCT to provide Reasonable Assurance, as set forth in paragraph VII.4. below.

2. FCT shall approve the terms under which the interest in land is acquired pursuant to Section 380.510(3), Fla. Stat. Such approval is deemed given when FCT approves and executes the purchase agreement for acquisition of the Project Site, further described in paragraph VI.1.a. above.

3. **All real property shall be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 9K-7.002(41). The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.**

4. All invoices for Project Costs, with proof of payment, shall be submitted to FCT and be in a detail sufficient for a proper audit thereof.

5. The Recipient may, and is strongly encouraged to, request a courtesy review of its Project Plan prior to its submission for approval.

6. Title to the Project Site shall be titled in the Recipient, unless the Recipient specifically requests that title shall permanently vest in the Board of Trustees of the Internal Improvement Trust Fund ("Trustees"). Such request shall be subject to the approval of FCT and the Trustees. The Recipient hereby elects that title to the Project Site shall be vested in Nassau County [Note: Insert either the name of the Recipient or Board of Trustees of Internal Improvement Trust Fund.] If the Recipient elects that title shall vest in the Trustees, then all acquisition activities shall be administered by the Division of State Lands as specified in Section 253.025, Fla. Stat. and Rule 18-1, F.A.C. FCT signature of this Agreement shall constitute approval of this election.

7. The transfer of title to the Recipient for the Project Site shall not occur until the requirements for the acquisition of lands, as specified in Section 380.507(11), Fla. Stat. and Rule Chapter 9K-8, F.A.C., have been fully complied with by the Recipient and FCT, FCT has approved the Project Plan and the Recipient has complied with all Purchase Agreement requirements.

8. The deed transferring title of the Project Site to the Recipient shall set for the executory interest of the Board of Trustees of the Internal Improvement Trust Fund.

VII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

1. Prior to approval of the Project Plan, signature of the purchase agreement(s), closing(s) of the real estate transaction(s) and final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Management Plan that complies with Rule 9K-7.011, F.A.C. and addresses the criteria and conditions set forth in Articles VII, VIII, IX, X and XI herein. The Recipient is strongly urged to coordinate with FCT staff in order to ensure that FCT approval of the Management Plan occurs prior to the closing date of the real estate transaction(s) associated with the Project Site and the disbursement of the FCT Award.

2. The Management Plan explains how the Project Site will be managed to further the purposes of the project and meet the terms and conditions of this Agreement. The Management Plan shall include the following:

- a. An introduction containing the project name, location and other background information relevant to management.
- b. The stated purpose for acquiring the Project Site as proposed in the Application and a prioritized list of management objectives.
- c. The identification of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.
- d. A detailed description of all proposed uses including existing and proposed physical improvements and the impact on natural resources.

- e. A detailed description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.
- f. A scaled site plan drawing showing the project site boundary, existing and proposed physical improvements and any natural resource restoration or enhancement areas.
- g. The identification and protection of known cultural or historical resources and a commitment to conduct surveys prior to any ground disturbing activity, if applicable.
- h. A description of proposed educational displays and programs to be offered, if applicable.
- i. A description of how the management will be coordinated with other agencies and public lands, if applicable.
- j. A schedule for implementing the development and management activities of the Management Plan.
- k. Cost estimates and funding sources to implement the Management Plan.

3. If the Recipient is not the proposed managing entity, the Management Plan shall include a signed agreement between the Recipient and the managing entity stating the managing entity's willingness to manage the site, the manner in which the site will be managed to further the purpose(s) of the project and the identification of the source of funding for management.

In the event that the Recipient is a partnership, the Recipient shall also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Project Plan.

4. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, Fla.Stat., the Recipient(s) shall be required to provide FCT with Reasonable Assurance, pursuant to Rule 9K-7.002(32), F.A.C., that it has the financial resources, background, qualifications and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one Local Government, FCT may require the Recipient to do one, or more, of the following: post a performance or other bond in an amount sufficient to ensure that the Project Site shall be reasonably and professionally managed in perpetuity; establish an endowment or other fund in an amount sufficient to ensure performance; provide a guaranty or pledge by the Local Government, in whose jurisdiction the Project Site is located, which shall require the Local Government to take over the responsibility for management of the Project Site in the event the Recipient is unable to, and may require the Local Government to be a named co-signer on the

Declaration of Restrictive Covenants; or provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

5. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by FCT.

6. All buildings, structures, improvements and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

7. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

VIII. SPECIAL MANAGEMENT CONDITIONS

In addition to the Management Plan conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the project site and result from either representations made in the application that received scoring points or observations made by FCT staff during the site visit described in Rule 9K-7.009(1), F.A.C.:

1. Two or more resource-based outdoor recreational facilities including a picnic pavilion and wildlife observation platform shall be provided. The facilities shall be located and designed to have minimal impacts on natural resources on the project site.

2. A permanent recognition sign, a minimum size of 4' x 6', shall be maintained in the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust and Nassau County.

3. At least 24 regularly scheduled and ongoing educational classes or programs that promote the protection of natural resources shall be provided at the project site.

4. A survey of the natural communities and plant species on the project site shall be conducted prior to the development of the project site. The survey shall be used during development of the site to ensure the protection, restoration, and preservation of the natural communities on the project site.

5. The beach dune community that occurs on the project site shall be appropriately managed to ensure the long-term viability of this community.

6. Approximately 0.77-acres of the degraded upland beach dune community shall be restored in terms of biological composition and ecological function.

7. The development and management of the project site shall be coordinated with the managers of other conservation and recreation lands in the area.

8. The project site shall be managed in a manner that protects and enhances habitat for listed wildlife species that utilize or could potentially utilize the project site. The development of the management plan shall be coordinated with the Fish and Wildlife Conservation Commission's Office of Environmental Services to ensure the preservation and viability of listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.

9. Any proposed stormwater facility for the project site shall be designed to provide recreation open space or wildlife habitat.

10. Bike parking stands shall be installed at the project site to provide an alternative to automobile transportation to the project site.

11. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.

12. A feral animal removal program shall be developed and implemented for dogs, cats, and other non-native wildlife that may be found on the project site.

13. A professional survey of the historic structures on the project site shall be conducted to determine the integrity and extent of these historical features. The results of this survey shall be reviewed in conjunction with the Division of Historical Resources to develop an appropriate protection plan for historic resources on the project site.

14. The location and design of the parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious material wherever feasible.

15. The requirements imposed by other grant program funds that may be sought for activities associated with the project site shall not conflict with the terms and conditions of this award.

IX. DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY CHAPTER 259 AND CHAPTER 380, PART III, FLA. STAT.

1. Each parcel in the Project Site to which the Recipient acquires title shall be subject to a Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, Fla. Stat.; Section 11(e), Article VII of the Florida Constitution; the applicable bond indenture under which the Bonds were issued; and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax exempt bonds. The Declaration of Restrictive Covenants shall contain clauses providing for the conveyance of title to the Project Site to the Trustees, or a nonprofit environmental organization or government entity, upon failure to comply with any of the covenants and restrictions, as further described in paragraph 3. below.

2. The Declaration of Restrictive Covenants shall also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Declaration of Restrictive Covenants shall be executed by FCT and the Recipient at the time of the closing of the Project Site and shall be recorded by the Recipient in the county(s) in which the Project Site is located.

3. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

X. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

3. Following the acquisition of the Project Site, the Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient subsequent to the Project Site's acquisition.

4. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

5. The Project Site shall permanently contain one sign, provided by FCT, recognizing FCT's role in the acquisition of the Project Site. The cost of shipping the sign shall be deducted from the FCT Award, as reflected on the grant reconciliation statement. For a Project Site where the FCT Award is divided into more than one closing, the cost of the sign shall be deducted from the grant reconciliation statement containing the first parcel to close. The sign shall be displayed at the Project Site within ninety (90) days of the final disbursement of the FCT award. A photograph of the sign installed at the Project Site shall be provided to FCT within the same ninety (90) day timeframe.

XI. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

- a. any sale or lease of any interest in the Project Site to a non-governmental person or organization;
- b. the operation of any concession on the Project Site by a non-governmental person or organization;
- c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;
- d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;
- e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;
- f. a management contract for the Project Site with a non-governmental person or organization; or
- g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and shall provide to FCT such information as FCT reasonably requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

XII. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed herein, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapter 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

3. If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. If the Recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).

4. The annual financial audit report shall include all management letters, the Recipient's response to all findings, including corrective actions to be taken, and a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and agreement number. Copies of financial reporting packages required under this Article shall be submitted by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs (at each of the following addresses):
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

State of Florida Auditor General at the following address:
Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

5. If the audit shows that any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. performed by an independent certified public accountant ("IPA") who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

XIII. DEFAULT; REMEDIES; TERMINATION

1. If the necessary funds are not available to fund this Agreement as a result of action by the Florida Legislature or the Office of the Comptroller, or if any of the events below occur ("Events of Default"), all obligations on the part of FCT to make any further payment of funds hereunder shall, if FCT so elects, terminate and FCT may, at its option, exercise any of its remedies set forth herein, but FCT may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment. The following constitute Events of Default:

- a. If any warrant or representation made by the Recipient in this Agreement, any previous agreement with FCT or in any document provided to FCT shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with FCT and has not cured such in timely fashion, or is unable or unwilling to meet its obligations

thereunder;

- financial
days
- b. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the condition revealed in any reports filed or to be filed with FCT, and the Recipient fails to cure said material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT;
 - c. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete or insufficient information.
 - d. If the Recipient fails to perform and complete in timely fashion any of its obligations under this Agreement.

2. Upon the happening of an Event of Default, FCT may, at its option, upon thirty (30) calendar days from the date written notice is sent to the Recipient by FCT and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

- forth in
written
situation is
- a. Terminate this Agreement, provided the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph V.2. herein;
 - b. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
 - c. Withhold or suspend payment of all or any part of the FCT Award;
 - d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a warning to advise that more serious measures may be taken if the situation is not corrected; or
 - e. Exercise any other rights or remedies which may be otherwise available under law, including, but not limited to, those described in paragraph IX.3.

3. FCT may terminate this Agreement for cause upon written notice to the Recipient. Cause shall include, but is not limited to: fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; failure to make significant progress toward Project Plan and Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla.Stat., as amended. Appraisals, and any other reports relating to value, offers and counteroffers are not

available for public disclosure or inspection and are exempt from the provisions of Section 119.07(1), Fla. Stat. until a Purchase Agreement is executed by the Owner(s) and Recipient and conditionally accepted by FCT, or if no Purchase Agreement is executed, then as provided for in Sections 125.355(1)(a) and 166.045(1)(a), Fla. Stat.

4. FCT may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds by providing the Recipient with thirty (30) calendar days prior written notice.

5. The Recipient may request termination of this Agreement before its Expiration Date by a written request fully describing the circumstances that compel the Recipient to terminate the project. A request for termination shall be provided to FCT in a manner described in paragraph V.1.

XIV. LEGAL AUTHORIZATION

1. The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Agreement.

XV. STANDARD CONDITIONS

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to FCT under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with

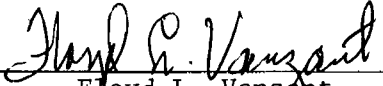
a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

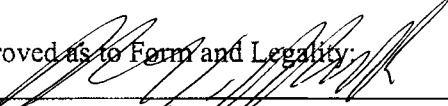
5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

This Agreement embodies the entire agreement between the parties.

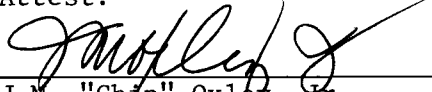
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

NASSAU COUNTY

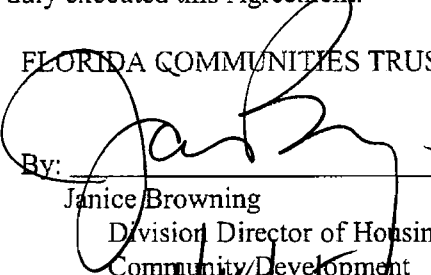
By: 
Print Name: Floyd L. Vanzant
Title: Chairman, Nassau County Board
of County Commissioners
Date: December 13, 2004

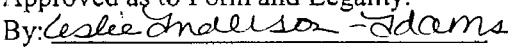
Approved as to Form and Legality:
By: 
Print Name: Michael S. Mullin
County Attorney

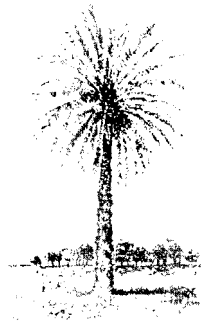
Attest:


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

FLORIDA COMMUNITIES TRUST

By: 
Janice Browning
Division Director of Housing &
Community Development
Date: 1/18/05

Approved as to Form and Legality:
By: 
Or Kelly A. Martinson
Trust Counsel



Florida Communities Trust

January 21, 2005

Mr. Mike Mahaney
Nassau County Administrator
P.O. Box 1010
Fernandina Beach, FL 32034

**RE: FCT Project Number: 04-026-FF4
Nassau County
American Beach Historic Park**

Dear Mr. Mahaney:

Enclosed please find a fully executed original of the Grant Contract for the above-referenced Florida Communities Trust Project.

If you have any questions, please contact me at (850) 922-2207 (SunCom 292-2207).

Sincerely,

Bryan Wirick
OMCI

bw\

Enclosures

05 JAN 24 PM 3:54

COMMUNITY AFFAIRS

cc: J. Bradley
original
Sent 11/1/05
JLB

Florida Communities Trust

COUNTY COORDINATORS -
OFFICE
05 OCT 31 PM 1:19

October 25, 2005

*Joan
Eman
FOR ACTION*

Mr. Mike Mahaney
Nassau County Administrator
P.O. Box 1010
Fernandina Beach, FL 32034

**RE: FCT Project Number: 04-026-FF4
Nassau County
American Beach Historic Park**

Dear Mr. Mahaney:

Enclosed please find a fully executed original of the Addendum I Grant Contract for the above-referenced Florida Communities Trust Project.

If you have any questions, please contact me at (850) 922-2207 (SunCom 292-2207).

Sincerely,

Tiffany L. Curry

Tiffany L. Curry
Grants Specialist IV

tlc\

Enclosures

4100220

FCT Contract Number 05.CT.22.04.F4.A1.026
FLORIDA COMMUNITIES TRUST
FF4 Award Number 04-026-FF4
AMERICAN BEACH

ADDENDUM I TO GRANT CONTRACT

THIS ADDENDUM I is entered into by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and NASSAU COUNTY, a local government of the State of Florida (Recipient), this 27th day of SEPTEMBER, 2005.

NOW THEREFORE, FCT and the Recipient mutually agree as follows:

WHEREAS, the parties hereto entered into a Grant Contract which sets forth the conditions of conceptual approval that must be satisfied by Recipient prior to the receipt of the FCT Award and the restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Award;

WHEREAS, the initial term of the Grant Contract expires September 1, 2005;

WHEREAS, the Recipient, in accordance with Article I, paragraph 2. of the Grant Contract and in compliance with Rule 9K-7.009(5), F.A.C., has timely submitted to FCT a written request for extension of the September 1, 2005, deadline;

WHEREAS, Article II, paragraph 1. of the Grant Contract states that either party may request modification of the provisions of the Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by both the Recipient and FCT;

WHEREAS, the parties hereto desire to extend the term of the Grant Contract as provided by Rule 9K-7.009(5), F.A.C.;

NOW THEREFORE, FCT and the RECIPIENT mutually agree as follows:

1. Notwithstanding the language of Article I, paragraph 1., the parties hereby agree to revive the Grant Contract nunc pro tunc as though it had not lapsed in accordance with paragraph 2, herein.
2. In every respect, this amendment is to be construed and applied as though the parties had both signed it before September 1, 2005.

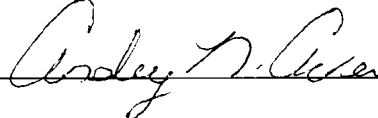
04-026-FF4
Sept. 6, 2005
GCAMD.1

3. The Grant Contract by and between FCT and the Recipient is hereby extended for a time sufficient to close.

This Addendum I and the Grant Contract embody the entire agreement between the parties. All other terms and conditions not specifically referenced in this agreement remain the same and unchanged.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum I.

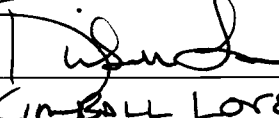
NASSAU COUNTY

By: 

Print Name: Ansley N. Acree
Title: Chairman

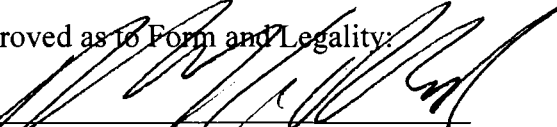

Date: 9-26-05

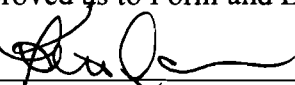
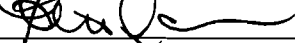
FLORIDA COMMUNITIES TRUST

By: 

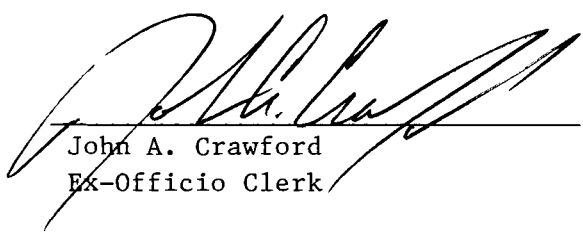
KIMBALL LORE
~~Janice Browning~~, Division Director
Housing and Community Development

Date: 9-27-05

Approved as to Form and Legality:

By: 
Print Name: Michael S. Mullin

Approved as to Form and Legality:

By: 
Kristen L. Coons, Trust Counsel

ATTEST:


John A. Crawford
Ex-Officio Clerk

FCT Contract Number 05-CT-22-04-F4-A1-026
FLORIDA COMMUNITIES TRUST
04-026-FF4
AMERICAN BEACH
NASSAU COUNTY

ADDENDUM II TO GRANT CONTRACT

THIS ADDENDUM II to the Grant Contract is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the State of Florida Department of Community Affairs, and NASSAU COUNTY ("Recipient"), this 11th day of SEPTEMBER, 2006.

WHEREAS, the parties hereto entered into a Grant Contract which sets forth the conditions of conceptual approval that must be satisfied by the Recipient prior to the receipt of the FCT Florida Forever award and the restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Florida Forever award;

WHEREAS, the Recipient has requested an increase in the amount of the FCT Florida Forever award from a \$3,149,000.00 to a \$3,552,717.50 award;

WHEREAS, GENERAL CONDITIONS paragraph 14 of the Grant Contract states that the agreement may be amended at any time. Any agreement must be set forth in a written instrument and agreed to by both the Recipient and FCT; and

WHEREAS the parties hereto desire to amend the Grant Contract from a \$3,149,000.00 award to a \$3,552,717.50 award;

NOW THEREFORE, the FCT and the RECIPIENT mutually agree as follows:

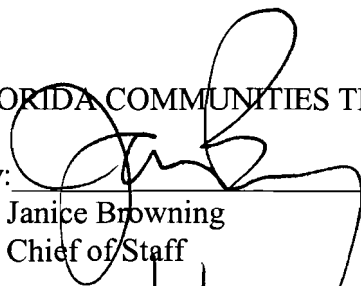
Section I.7. is hereby replaced, revised and superseded by the following:

7. The FCT Florida Forever award granted to the Recipient will in no event exceed the lesser of One Hundred Percent (100%) of the final total eligible project costs, as defined in Rule 9K-7.002(29), F.A.C., or Three Million Five Hundred Fifty Two Thousand Seven Hundred Seventeen Dollars And Fifty Cents (\$3,552,717.50), unless FCT approves a different amount, after determination of the Maximum Approved Purchase Price as provided in Rule 9K-8.007, F.A.C., and which shall be reflected in an addendum to this Agreement. The amount of the grant shall not exceed the Limitation of Award provided in Rule 9K-7.003(3), F.A.C., and as advertised in the Notice of Application.

This Addendum II, Addendum I and the Grant Contract embody the entire Agreement between the parties. All other terms and conditions not specifically referenced in this Addendum remain the same and unchanged.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum II.

FLORIDA COMMUNITIES TRUST

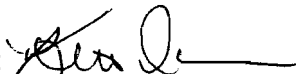
By: 
Janice Browning
Chief of Staff

Date: 9/11/06

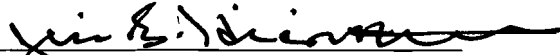
Accepted as to Form and Legal Sufficiency:

By: _____
Title: _____
Date: _____

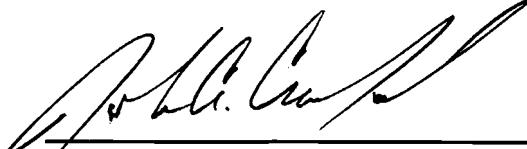
Accepted as to Form and Legal Sufficiency:

By: 
Kristen L. Coons, Trust Counsel
Date: Sept. 5 2006

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



~~THOMAS D. BRANAN, JR.~~ JIM B. HIGGINBOTHAM
Its: ~~Chairman~~ Vice Chairman

ATTEST:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

Florida Communities Trust

September 13, 2006

Mr. Mike Mahaney
Nassau County Administrator
P.O. Box 1010
Fernandina Beach, FL 32034

**RE: FCT Project Number: 04-026-FF4
Nassau County
American Beach Historic Park**

Dear Mr. Mahaney:

Enclosed please find a fully executed original of the Addendum II Grant Contract for the above-referenced Florida Communities Trust Project.

If you have any questions, please contact me at (850) 922-2207 (SunCom 292-2207).

Sincerely,



Bryan Wirick
OMCI

bw\

Enclosures

FedEx USA Airbill
Express

FedEx
Tracking
Number

8463 9954 2887

Sender's Copy

1 From Please print and press hard

Date 8-22-06

Sender's FedEx
Account Number

1655-6271-2

Sender's
Name

John A. Crawford, Clerk Phone (904) 548-4600

Company BOARD OF COUNTY COMMISSIONERS

Address 76347 VETERANS WAY

Dept./Floor/Suite/Room

City YULEE

State FL ZIP 32097

2 Your Internal Billing Reference
First 24 characters will appear on invoice.

Addendum II

3 To

Recipient's
Name

KRISTEN L. COONS

Phone ()

Company FLORIDA COMMUNITIES TRUST

Address 2555 SHUMARD OAK BOULEVARD

To "HOLD" at FedEx location, print FedEx address.

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address

Dept./Floor/Suite/Room

City TALLAHASSEE

State FL ZIP 32399-2100

4a Express Package Service

Packages up to 150 lbs.
Delivery commitment may be later in some areas.

FedEx Priority Overnight
Next business morning

FedEx Standard Overnight
Next business afternoon

FedEx First Overnight
Earliest next business morning
delivery to select locations

FedEx 2Day
Second business day
FedEx Envelopes rate not available. Minimum charge: One-pound rate.

FedEx Express Saver
Third business day

4b Express Freight Service

Packages over 150 lbs.
Delivery commitment may be later in some areas.

FedEx 1Day Freight*
Next business day

FedEx 2Day Freight
Second business day

FedEx 3Day Freight
Third business day

* Call for Confirmation.

5 Packaging

* Declared value limit \$500

FedEx Envelope*

FedEx Pak*
Includes FedEx Small Pak, FedEx
Large Pak, and FedEx Sturdy Pak

Other

6 Special Handling

Include FedEx address in Section 3.

SATURDAY Delivery
Available ONLY for
FedEx Priority Overnight, FedEx 2Day,
FedEx 1Day Freight, and FedEx 2Day
Freight to select ZIP codes

HOLD Weekday
at FedEx Location
NOT Available for
FedEx First Overnight

HOLD Saturday
at FedEx Location
Available ONLY for
FedEx Priority Overnight and
FedEx 2Day to select locations

Does this shipment contain dangerous goods?

One box must be checked.

No

Yes
As per attached
Shipper's Declaration

Yes
Shipper's Declaration
not required

Dry Ice
Dry Ice, 9, UN 1845 _____ x _____ kg

Dangerous Goods (including Dry Ice) cannot be shipped in FedEx packaging.

Cargo Aircraft Only

7 Payment Bill to:

Enter FedEx Acct. No. or Credit Card No. below.

Sender
Acct. No. in Section
will be billed.

Recipient

Third Party

Credit Card

Cash/Check

FedEx Acct. No.
Credit Card No.

Exp.
Date

Total Packages

Total Weight

Total Declared Value†

\$.00

†Our liability is limited to \$100 unless you declare a higher value. See back for details.

FedEx Use Only

8 Release Signature

Sign to authorize delivery without obtaining signature.

Try online shipping at fedex.com

By using this Airbill you agree to the service conditions on the back of this Airbill
and in our current Service Guide, including terms that limit our liability.

Questions? Visit our Web site at fedex.com

or call 1.800.Go.FedEx® 800.463.3339.

0277314899

By signing you authorize us to deliver this shipment without obtaining a signature
and agree to indemnify and hold us harmless from any resulting claims.

447

SFS • Rev. Date 5/03 • Part # 157610 • ©1994-2003 FedEx • PRINTED IN U.S.A.

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE.



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

Jim B. Higginbotham Dist. No. 1 Fernandina Beach
Ansley Acree Dist. No. 2 Fernandina Beach
Tom Branan Dist. No. 3 Yulee
Floyd L. Vanzant Dist. No. 4 Hilliard
Marianne Marshall Dist. No. 5 Callahan

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

August 21, 2006

Ms. Kristen L. Coons, Esquire
Assistant General Counsel
Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

RE: Contract No. 05-CT-22-04-F4-A1-026
 FCT 04-026-FF4, American Beach, Nassau County

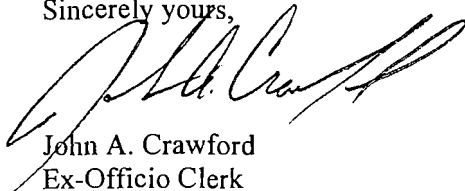
Dear Ms. Coons:

During a regular session of the Board of County Commissioners held August 16, 2006, the Board approved Amendment II to the grant contract referenced above. In addition, the Board clarified that Florida Communities Trust is willing to waive the 90 day requirement for ESA since the current ESA is good until September 2, 2006 and there are no Recognized Environmental Contaminations (REC); thus, accepting the current ESA and waiving the REC.

I have enclosed two original documents, executed by county officials, for applicable signatures from Florida Communities Trust. I have also enclosed a self-addressed envelope for returning one fully executed document to me for county records.

Thank you for your assistance in this matter. If I can be of any further service to you, please do not hesitate to contact me.

Sincerely yours,



John A. Crawford
Ex-Officio Clerk

JAC:jb

Enclosure

(904) 548- 4660, 879-1029, (800) 958- 3496

An Affirmative Action / Equal Opportunity Employer

Project: **American Beach Historic Park**
Project #: **04-026-FF4**
Parcel #: **TPL**

Contract #: 06-CT-22-04-FV-61-026
Property Tax I.D.#: 18-2N-28-0000-0001-000;
00-00-30-010C-0001-0021; 00-00-30-010C-
0001-0030; 00-00-30-010C-0001-0020

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this 18th day of AUGUST, 2005, between **THE TRUST FOR PUBLIC LAND, a California Non-Profit Corporation**, as ("Seller"), whose address is 306 North Monroe Street, Tallahassee, Florida 32301 and the **FLORIDA COMMUNITIES TRUST**, a nonregulatory agency within the Department of Community Affairs, ("Acquiring Agency") whose address is 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, and **NASSAU COUNTY, a political** 96160 subdivision within the State of Florida, ("Local Government"), whose address is ~~220~~ Nassau Place, Yulee, Florida 32097. Acquiring Agency and Local Government will be collectively referred to as ("Purchaser"). Purchaser acknowledges and agrees that Seller holds an option to purchase the Property and is not the owner of the Property, and Seller's obligations under this Agreement are contingent upon Seller acquiring marketable fee simple title from the current owner.

1. **GRANT OF OPTION.** Seller hereby grants to Purchaser the exclusive option to purchase the real property located in Nassau County, Florida, described in Exhibit "A", together with all improvements, easements and appurtenances ("Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding upon execution by the parties but exercise of the option is subject to approval by Purchaser and is effective only if Acquiring Agency and Local Government give written notice of exercise to Seller. Purchaser and Seller acknowledge that the Seller is not the current owner of the Property, but holds an option to purchase the Property. Consequently, this Option Agreement, and the parties obligations hereunder, is contingent upon the Seller acquiring marketable title to the Property.

2. **OPTION TERMS.** The option payment is \$100.00 ("Option Payment"). The Option Payment, in the form of a state warrant, will be forwarded to Seller upon its receipt by Acquiring Agency from the Comptroller of the State of Florida. The option may be exercised during the period beginning with the Purchaser's approval of this Agreement and the Acquiring Agency's governing body granting project plan approval in accordance with Rule 9K-8.011, Florida Administrative Code, and ending on September 30, 2005 ("Option Expiration Date"), unless extended by other provisions of this Agreement. In the event Acquiring Agency's Purchase Price (as hereinafter defined in paragraph 3.A) or Local Government's Purchase Price (as hereinafter defined in paragraph 3.A) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller.

3.A. **TOTAL PURCHASE PRICE.** The total purchase price ("Total Purchase Price") for the Property is TWO MILLION TWO HUNDRED SEVENTY FIVE THOUSAND and no/100 Dollars (\$2,275,000.00) which, after reduction by the amount of the Option Payment, will be paid by Acquiring Agency at closing. The total purchase price consists of ONE MILLION ONE HUNDRED THIRTY THOUSAND and no/100 Dollars (\$1,130,000.00) for Parcel "A" and ONE MILLION ONE HUNDRED FORTY FIVE THOUSAND and no/100 dollars (\$1,145,000.00) for Parcel "B". Seller hereby authorizes Acquiring Agency to issue a state warrant directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Total Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Total Purchase Price presumes that the Property contains 1.20 total acres, to be confirmed by the Survey, as provided in paragraph 5. The determination of the final Total Purchase Price

March 4, 2005
04-026-FF4

can only be made after the completion and approval of the survey required in paragraph 5. This Agreement is contingent upon approval of Total Purchase Price by Purchaser and upon confirmation that the Total Purchase Price is not in excess of the final maximum approved purchase price of the Property as determined in accordance with Rule 9K-8.007, Florida Administrative Code ("Maximum Approved Purchase Price").

Acquiring Agency and Local Government agree that the Local Government shall take fee simple title to all of the Property at the closing notwithstanding that Acquiring Agency is required to pay all of the Total Purchase Price in the manner set forth in this Agreement. Conveyance of the Property in fee simple from Seller to Local Government will take place at the closing in accordance with the provisions of this Agreement. The Total Purchase Price is the sole responsibility of Acquiring Agency and the Local Government shall have no obligation under this Agreement to provide any portion of the Total Purchase Price, and Seller shall have no recourse whatsoever, at law or equity, against the Local Government or the Property relating to the Total Purchase Price. Should the Purchase Price not be available for any reason, Purchaser or Seller may elect to terminate this Agreement by written notice to the parties without liability to any party.

3.B. ADJUSTMENT OF TOTAL PURCHASE PRICE. If, prior to closing, Acquiring Agency determines that the Total Purchase Price stated in paragraph 3.A. exceeds the final Maximum Approved Purchase Price of the Property, the Total Purchase Price will be reduced to the final Maximum Approved Purchase Price of the Property. Upon determination of the final adjusted Total Purchase Price, Acquiring Agency's Purchase Price and Local Government's Purchase Price will be determined and adjusted in accordance with paragraph 3.A. If the final adjusted Total Purchase Price is less than 100% of the Total Purchase Price stated in paragraph 3.A. because of a reduction in the Maximum Approved Purchase Price of the Property, Seller shall, in his sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to Acquiring Agency and Local Government of his election to terminate this Agreement within 10 days after Seller's receipt of written notice from Acquiring Agency of the final adjusted Total Purchase Price. In the event Seller fails to give Acquiring Agency and Local Government a written notice of termination within the aforesaid time period from receipt of Acquiring Agency's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Total Purchase Price stated in paragraph 3.A.

4.A. ENVIRONMENTAL SITE ASSESSMENT. Seller shall, at Seller's sole cost and expense and at least 30 days prior to the Option Expiration Date, furnish to Local Government and Acquiring Agency an environmental site assessment of the Property 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. For purposes of this Agreement "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 4.B.). 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. The environmental site assessment shall be certified to Purchaser and the date of certification shall be within 45 days before the date of closing. Seller has disclosed and Buyer acknowledges that the environmental assessments obtained by Seller indicate small amounts of asbestos containing materials and lead based paint in the structure on the Property. Local Government agrees to assume responsibility for abatement of the asbestos containing materials and lead based paint upon its acquisition of the property, and Seller shall have no financial responsibility or obligation for abatement of such materials. Acquiring Agency shall reimburse Seller for the Acquiring Agency approved cost of the environmental site assessment, not to exceed \$8,500.00 upon Seller's submission of the necessary

documentation to Acquiring Agency which evidences payment in full of the environmental site assessment costs by Seller. This reimbursement is contingent upon a sale of the Property to Purchaser.

5. SURVEY. Seller shall, at Seller's sole cost and expense and not less than 35 days prior to the Option Expiration Date, deliver to Local Government and Acquiring Agency a current boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida which meets the standards and requirements of Acquiring Agency ("Survey"). It is Seller's responsibility to ensure that the surveyor contacts the Acquiring Agency regarding these standards and requirements and the cost of the Survey prior to the commencement of the Survey. The Survey shall be certified to Purchaser and the title insurer and the date of certification shall be within 90 days before the date of closing, unless this 90 day time period is waived by Purchaser 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 Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect. Acquiring Agency shall reimburse Seller for the Acquiring Agency approved cost of Survey, not to exceed \$9,500.00 upon Seller's submission of the necessary documentation to Acquiring Agency which evidences payment in full of the Survey costs by Seller. This reimbursement is contingent upon a sale of the Property to Purchaser.

6. TITLE INSURANCE. Seller shall, at Seller's sole cost and expense and at least 35 days prior to the Option Expiration Date, furnish to Purchaser a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company, approved by Acquiring Agency, insuring marketable title to the Property in the amount of the Purchase Price. Seller shall require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens. Acquiring Agency shall reimburse Seller for Seller's cost for the owner's title insurance policy required hereunder. Acquiring Agency's reimbursement shall not exceed an amount which is equal to the minimum promulgated rate permitted by the Florida Insurance Commissioner's rules and regulations. Acquiring Agency shall not be required to reimburse Seller until Seller has submitted the necessary documentation to Acquiring Agency which evidences payment in full of the title insurance cost by Seller and until the final owner's title insurance policy has been received and approved by Acquiring Agency. This reimbursement is contingent upon a sale of the Property to Purchaser.

7. DEFECTS IN TITLE. If the title insurance commitment or survey furnished to Purchaser pursuant to this Agreement discloses any defects in title which are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefore, including the bringing of necessary suits. If Seller is unsuccessful in removing the title defects within said time or if Seller fails to make a diligent effort to correct the title defects, Purchaser shall have the option to either: (a) accept the title as it then is with no reduction in the Total Purchase Price, (b) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Local Government a statutory warranty deed in accordance with Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the opinion of Purchaser and do not impair the marketability of the title to the Property. The grantee in Seller's Warranty Deed shall be Nassau County.

9. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, and 380.08(2), Florida Statutes. Seller shall prepare the deed described in paragraph 8. of this Agreement, Seller's closing statement, the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit. The deed, title, possession and lien affidavit and environmental affidavit shall be prepared on Acquiring Agency forms which will be provided by Acquiring Agency. Acquiring Agency shall prepare Purchaser's closing statement. All prepared documents shall be submitted to Local Government and Acquiring Agency for review and approval at least 30 days prior to the Option Expiration Date.

10. PURCHASER REVIEW FOR CLOSING. Purchaser will approve or reject each item required to be provided by Seller under this Agreement within 30 days after receipt by Purchaser of all of the required items. Seller will have 30 days thereafter to cure and resubmit any rejected item to Purchaser. In the event Seller fails to timely deliver any item, or Purchaser rejects any item after delivery, Purchaser may in its discretion extend the Option Expiration Date.

11. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 8. of this Agreement and any other recordable instruments which Purchaser deems necessary to assure good and marketable title to the Property.

12. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at closing. In the event the Local Government acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the Local Government acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

13. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any other documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within 60 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by Purchaser.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to the Local Government in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. However, in the event the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to

enter the Property for all lawful purposes in connection with the this Agreement. Seller shall deliver possession of the Property to the Local Government at closing.

16. ACCESS. Seller warrants that there is legal ingress and egress for the Property over public roads or valid, recorded easements that benefit the Property.

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default. In connection with any dispute arising out of this Agreement, including without limitation litigation and appeals, Purchaser will be entitled to recover reasonable attorney's fees and costs.

18. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold Purchaser harmless from any and all such claims, whether disclosed or undisclosed.

19. RECORDING. This Agreement, or notice of it, may be recorded by Purchaser in the appropriate county or counties.

20. ASSIGNMENT. This Agreement may be assigned by Purchaser to a governmental agency or to an entity from federal income tax pursuant to section 501 (c)(3)(IRC), in which event Purchaser will provide written notice of assignment to Seller. This Agreement may not be assigned by Seller without the prior written consent of Purchaser.

21. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

22. SEVERABILITY. In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. Upon Seller's execution of this Agreement, Seller's heirs, legal representatives, successors and assigns will be bound by it. Upon Purchaser's approval of this Agreement and Purchaser's exercise of the option, Purchaser and Purchaser's successors and assigns will be bound by it. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.

25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.

27. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

28. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally or mailed to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

29. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 8. of this Agreement and Local Government's possession of the Property.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE JULY 22, 2005, THIS OFFER WILL BE VOID UNLESS THE PURCHASER, AT ITS SOLE OPTION, ELECTS TO ACCEPT THIS OFFER. THE EXERCISE OF THIS OPTION IS SUBJECT TO: (1) APPROVAL OF THIS AGREEMENT, TOTAL PURCHASE PRICE, ACQUIRING AGENCY'S PURCHASE PRICE, AND LOCAL GOVERNMENT'S PURCHASE PRICE BY PURCHASER, (2) ACQUIRING AGENCY'S GOVERNING BODY GRANTING PROJECT PLAN APPROVAL IN ACCORDANCE WITH RULE 9K-8.011, FLORIDA ADMINISTRATIVE CODE, (3) CONFIRMATION THAT THE TOTAL PURCHASE PRICE IS NOT IN EXCESS OF THE FINAL MAXIMUM APPROVED PURCHASE PRICE OF THE PROPERTY, AND (4) LOCAL GOVERNMENT AND ACQUIRING AGENCY APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER. THE ACQUIRING AGENCY'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS CONTRACT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE.

THIS IS TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

March 4, 2005
04-026-FF4

SELLER

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

BY: *Gregory J A Chelius*
Gregory J A Chelius
Title: Florida State Director

F.E.I.D. No. 23-7222333

7-20-05
Date signed by Seller

Carol Penrose
Witness as to Seller
Carol Penrose
Witness as to Seller

STATE OF LEON
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 20 day of July, 2005,
by **Gregory J A Chelius, as Florida State Director of The Trust For Public Land, a California non-profit corporation** on behalf of said corporation. He is personally known to me.

Carol Penrose
Notary Public



Carol Penrose
Commission # DD281830
Expires January 30, 2008
Bonded Troy Fahn - Insurance, Inc. 800-365-7019

(NOTARY PUBLIC SEAL)

PURCHASER

LOCAL GOVERNMENT

NASSAU COUNTY

Cornie Arden
Witness as to Local Government

Joze Hudley
Witness as to Local Government

Approved as to Form and Legality
By: [Signature]
County Attorney
Date: _____

By: [Signature]

Name Ansley N. Acree
Print Name

Its: Chairman

Attest: [Signature]
~~(Clerk or Deputy Clerk)~~ John A. Crawford
Ex-Officio Clerk

(OFFICIAL SEAL)

7-25-05
Date signed by Local Government

STATE OF FLORIDA
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 25th day of July, 2005, by Ansley N. Acree as Chairman of Nassau County, Florida on behalf of the **Local Government** who is personally known to me.

(NOTARY PUBLIC)
SEAL



CORNIE H. ARTHUR
Notary Public, State of Florida
My comm. expires Dec. 19, 2007
Comm. No. DD 262558

Cornie H. Arden
Notary Public

(Printed, Typed or Stamped Name of
Notary Public)
Commission No.: _____
My Commission Expires: _____

PURCHASER

ACQUIRING AGENCY

FLORIDA COMMUNITIES TRUST

By: [Signature]
Janice Browning, Director,
Division of Housing and Community Development

8/18/05
Date signed by Acquiring Agency

[Signature]
Witness as to Acquiring Agency

Gayle H. Breh
Witness as to Acquiring Agency

Approved as to Form and Legality

By: [Signature]

Trust Counsel
Date: July 27, 2005

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 18th day of August, 2005, by **Janice Browning, as Director of the Division of Housing and Community Development** on behalf of the Acquiring Agency. She is personally known to me.

(NOTARY PUBLIC)
SEAL

Gayle H. Breh
Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No. _____

My Commission Expires _____

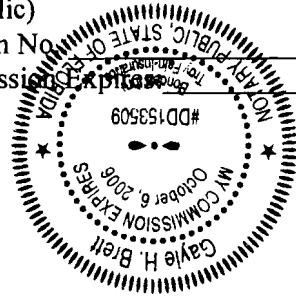


EXHIBIT "A"
Legal Description

LOT 2 AND LOT 3, BLOCK 1, UNIT ONE OF AMERICAN BEACH – SECTION THREE AS RECORDED IN PLAT BOOK 3, PAGE 19 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, TOGETHER WITH A PART OF THAT OUT PARCEL EXCLUDED FROM THE ABOVE DESCRIBED PLAT LYING BETWEEN LOT 1 AND LOT 2 OF SAID BLOCK 1, UNIT ONE OF AMERICAN BEACH – SECTION THREE, SAID OUT PARCEL BEING A PART OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 28 EAST OF SAID COUNTY, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF GOVERNMENT LOT 2 OF SAID SECTION 18, THENCE SOUTH 01° 55' 23" EAST, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 50.00 FEET TO A POINT ON A LINE DIVIDING SAID LOT 1 AND SAID OUT PARCEL, SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE NORTH 85° 01' 07" EAST ALONG SAID LINE DIVIDING LOT 1 AND THE OUT PARCEL, A DISTANCE OF 155.62 FEET TO A POINT ON THE EROSION CONTROL LINE AS ESTABLISHED BY THE MAPS PREPARED FOR THE DEPARTMENT OF NATURAL RESOURCES, DATED JANUARY 17, 1983 AND RECORDED IN APRIL 1983 BY THE CLERK OF THE CIRCUIT COURT OF SAID COUNTY; THENCE SOUTH 02° 23' 21" WEST ALONG SAID EROSION CONTROL LINE TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 218.88 FEET; THENCE SOUTH 88° 04' 37" WEST, LEAVING SAID EROSION CONTROL LINE AND ALONG THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 248.86 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3, SAID CORNER LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF GREGG STREET (A 50 FOOT RIGHT-OF-WAY) AS ESTABLISHED BY SAID PLAT OF UNIT ONE OF AMERICAN BEACH – SECTION THREE; THENCE NORTH 02° 01' 53" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 18.24 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 443.83 FEET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE OF GREGG STREET AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 106.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04° 58' 22" EAST AND AS CHORD DISTANCE OF 106.58 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE WESTERLY, HAVING A RADIUS OF 450.00 FEET, AN ARC DISTANCE OF 82.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 06° 37' 22" EAST AND A CHORD DISTANCE OF 82.29 FEET TO ITS INTERSECTION WITH AFORESAID LINE DIVIDING LOT 1 FROM THE OUT PARCEL; THENCE NORTH 85° 01' 07" EAST, LEAVING SAID RIGHT-OF-WAY LINE AND ALONG SAID LINE DIVIDING LOT 1 AND THE OUT PARCEL, A DISTANCE OF 59.03 FEET; THENCE SOUTH 02° 44' 36", LEAVING SAID DIVIDING LINE, A DISTANCE OF 1.18 FEET; THENCE NORTH 87° 15' 24" EAST, A DISTANCE OF 21.13 FEET; THENCE NORTH 04° 05' 54" WEST ALONG A LINE TO ITS INTERSECTION WITH SAID LINE DIVIDING LOT 1 AND THE OUT PARCEL, A DISTANCE OF 2.00 FEET; THENCE NORTH 85° 01' 07" EAST ALONG SAID DIVIDING LINE, A DISTANCE OF 4.93 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1.20 ACRES MORE OF LESS.

The legal description will be determined upon receipt of the final survey and title commitment as required in Paragraphs 5 and 6 of the option agreement.

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LEON

Project #04-026-FF4
Tax ID # 23-7 222 333

Before me, the undersigned authority, personally appeared Peter Fodor, Florida Counsel of The Trust for Public Land, this 20 day of July, 2005, who, first being duly sworn, deposes and says:

1) That The Trust for Public Land, a nonprofit California corporation, whose address is 306 North Monroe Street, Tallahassee, Florida 32301, is the holder of an irrevocable option to purchase, and at closing will be the record owner of the Property. The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the Property:

The Trust for Public Land is a not for profit corporation, therefore has no shareholders or individuals with any beneficial interest in the real property listed in Exhibit A.

The Trust for Public Land, authorized to transact business in the State of Florida, is a charitable nonprofit California corporation exempt from Federal taxation under Section 501 (c) (3) of the Internal Revenue Code organized for the purpose of preserving and protecting natural diversity. None of the members of its Board of Directors or Officers will personally receive any monetary compensation from nor hold a beneficial interest related to this transaction.

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are:

<u>Name & Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
Timothy A. Burleigh, P.A. 2905 Corinthian Ave., Ste. 6 Jacksonville, FL 32210	Title Insurance	TBD
Aerostar Environmental Services, Inc. 11181 St. Johns Industrial Parkway, N. Jacksonville, FL 32246	Environmental Site Assessment	TBD
B. V. and Associates, Inc. 6501 Arlington Expressway, Ste B102 Jacksonville, FL	Survey	TBD

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida:

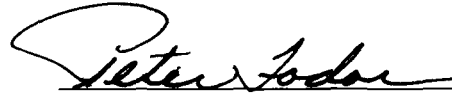
<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
James R. Draheim	10/29/04	Sale	\$1,130,000.00
5 Capri Lane Hilton Head, SC	3/31/05	Sale	\$1,145,000.00

to

The Trust for Public Land
306 North Monroe Street
Tallahassee, Florida 32301

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.



Peter Fodor, Florida Counsel for The Trust
for Public Land, a nonprofit California
corporation

SWORN TO and subscribed before me this 20th day of July, 2005, by Peter Fodor as Florida Counsel for the Trust for Public Land, a nonprofit California corporation. He is personally known to me.



Notary Public



Carol Penrose
Commission # DD281830
Expires January 30, 2006
Bonded Troy Fair - Insurance, Inc. 800-385-7019

(NOTARY PUBLIC SEAL)

ADDENDUM
(CORPORATE/NON-FLORIDA)

A. At the same time that Seller submits the closing documents required by paragraph 9 of this Agreement, Seller shall also submit the following to Purchaser:

1. Corporate resolution which authorizes the sale of the Property to Purchaser in accordance with the provisions of this Agreement and a certificate of incumbency,
2. Certificates of good standing from the Secretary of State of the State of Florida and the Secretary of State of the State of California, and
3. Copy of proposed opinion of counsel as required by paragraph B. below.

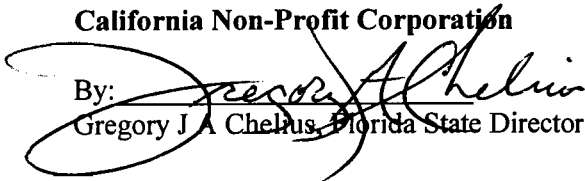
B. As a material inducement to Purchaser entering into this Agreement and to consummate the transaction contemplated herein, Seller covenants, represents and warrants to Purchaser as follows:

1. The execution of this Agreement and the performance by it of the various terms and conditions hereof, including, without limitation, the execution of all agreements, notices and other documents hereunder, have been duly authorized by the requisite corporate authority of Seller.
2. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of California and is duly licensed and in good standing and qualified to own real property in the State of Florida.
3. This Agreement, when executed and delivered, will be valid and legally binding upon Seller and enforceable in accordance with its terms and neither the execution of this Agreement and the other instruments to be executed hereunder by Seller, nor the performance by it of the various terms and conditions hereto will violate the Articles of Incorporation or By-Laws of Seller.

At the closing, Seller shall deliver to Purchaser an opinion of counsel to the effect that the covenants, representations and warranties contained above in this paragraph B. are true and correct as of the closing date. In rendering the foregoing opinion, such counsel may rely as to factual matters upon certificates of other documents furnished by partners, officers, officials and other counsel of Seller, and upon such other documents and data as such partners, officers, officials and counsel may deem appropriate.

SELLER

**THE TRUST FOR PUBLIC LAND, a
California Non-Profit Corporation**

By: 
Gregory J. A. Chelius, Florida State Director

FEID: 23-7222333

7-20-05
Date signed by Seller


Witness as to Seller

Witness as to Seller

LOCAL GOVERNMENT

NASSAU COUNTY

Craig Austin
Witness as to Local Government

Joyce Bradley
Witness as to Local Government

Approved as to Form and Legality

By: [Signature]
Date: 7/22/05

By: Ansley N. Acree
Its: Chairman

Attest: [Signature]
(Clerk or Deputy Clerk) John A. Crawford
Ex-Officio Clerk
(OFFICIAL SEAL)

7-25-05
Date signed by Local Government

ACQUIRING AGENCY

FLORIDA COMMUNITIES TRUST

[Signature]
Witness as to Acquiring Agency
Bayle H. Brun
Witness as to Acquiring Agency

By: [Signature]
Janice Browning, Director,
Division of Housing and Community Development
8/18/05
Date signed by Acquiring Agency

Approved as to Form and Legality

By: [Signature]
Trust Counsel

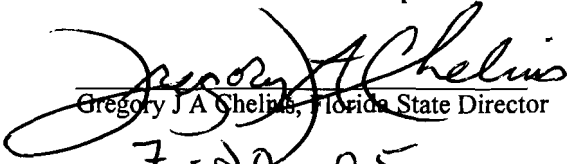
Date: July 27 2005

ADDENDUM
(IMPROVEMENTS/PURCHASER)

A. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This notice is being provided in accordance with Section 404.056(8), Florida Statutes. Purchaser may, at its sole cost and expense, have the buildings that will remain on the Property inspected and tested for radon gas or radon progeny by a qualified professional properly certified by the Florida Department of Health and Rehabilitative Services.

SELLER

**THE TRUST FOR PUBLIC LAND,
a California Non-Profit Corporation**

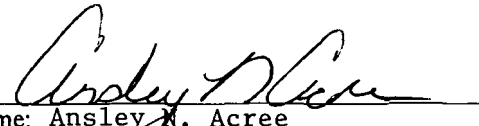


Gregory J. A. Chelms, Florida State Director

7-20-05
Date signed by Seller

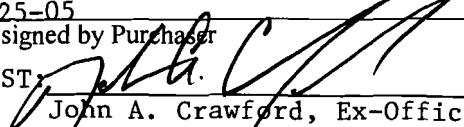
PURCHASER

NASSAU COUNTY

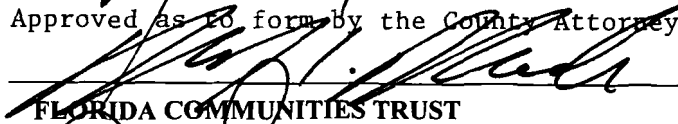
By: 

Name: Ansley N. Acree
Its: Chairman

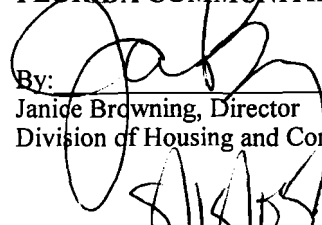
7-25-05
Date signed by Purchaser

ATTEST: 

John A. Crawford, Ex-Officio Clerk
Approved as to form by the County Attorney:



FLORIDA COMMUNITIES TRUST

By: 

Janice Browning, Director
Division of Housing and Community Development
8/18/05
Date signed by Purchaser



Florida Communities Trust

August 22, 2005

Trust for Public Land
306 North Monroe Street
Tallahassee, FL 32301

RE: FCT Project Number 04-026-FF4 & 04-064-FF4
American Beach Historic Park & Canopy Shores
Nassau County & St. Johns County

Dear Sellers:

Please find attached fully-executed originals of the Option Agreement for Sale and Purchase for the above-referenced Florida Communities Trust projects. Also, in compliance with the agreement, please find attached a state warrant in the amount of \$200.00 for the option payments on both projects.

If you have any questions, please call Kristen Coons at (850) 922-1700.

Sincerely,

Bryan Wirick
OMCI
Florida Communities Trust

bw/

Enclosure

cc: 04-026-FF4 - Nassau County - Mr. Mike Mahaney
04-064-FF4 - St. Johns County - Ms. Shorty Robbins

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into as of the Effective Date set forth below, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**, a political subdivision of the State of Florida (the "County") and **THE TRUST FOR PUBLIC LAND**, a non-profit California corporation ("TPL").

RECITALS

WHEREAS, the TPL has entered into a binding option agreement (the "Option") to purchase certain property more particularly described in Exhibit "A" attached hereto and incorporated herein, described as "Parcel A" and "Parcel B," situated in the community of American Beach, Nassau County, Florida (collectively, the "Property") for the express purpose of conveying the Property to the County for use as a public park; and

WHEREAS, TPL has obtained, at its expense, the due diligence work on the Property including the title insurance commitment, the survey, and the Phase I Environmental Site Assessment, all certified to and for use by the County; and

WHEREAS, TPL has purchased for the County a confidential appraisal of market value on the Property; and

WHEREAS, TPL will not exercise its Option to purchase the Property without assurances from the County that the County will purchase the Property from TPL pursuant to an option agreement (the "FCT Option Agreement") to be negotiated between TPL, the County and the Florida Communities Trust ("FCT"); and

WHEREAS, the County's application for a grant from FCT has been ranked eligible for funding for 100% of the acquisition cost of the Property (including purchase price and due diligence cost), provided that the County timely submit information required pursuant to a grant contract (the "Grant Contract") to be executed by and between the County and FCT; and

WHEREAS, so that TPL will have adequate assurances that the County intends to purchase the Property, the County is entering into this Memorandum of Agreement.

NOW, THEREFORE, in consideration of TPL's continuing efforts to preserve and conserve the Property for public use by the Citizens of Nassau County and those of the State of Florida, the parties hereby agree as follows:

- 1) The County covenants and agrees that it shall obtain a second market value appraisal of the Property that will be used in conjunction with the County's current confidential appraisal to determine the final Purchase Price in the FCT Option Agreement.
- 2) The County covenants and agrees to use its best efforts to provide in a timely manner to FCT all documents necessary for release of the grant funds which will be used by the County to purchase the Property from TPL, including, but not limited to, due diligence items (provided by TPL), the two appraisals, the Management Plan and the Project Plan.
- 3) TPL covenants and agrees to provide the County with the current due diligence items its has obtained on the Property, certified to the County.
- 4) TPL covenants and agrees to prepare the Management Plan, subject to approval by the County, which shall not be unreasonably withheld, as well as other assistance the County requests in order to provide the documents necessary for release of the FCT grant funds that will be used by the County to purchase the Property from TPL.
- 5) The County covenants and agrees that it shall use its best efforts to review in a timely manner all due diligence items provided by TPL, including, but not limited to a boundary survey of the Property, a title commitment and supporting title information, and a Phase I Environmental Site Assessment in addition to all other reports concerning the structures on the Property.
- 6) The parties agree that the purchase price for Parcel A shall be One Million One Hundred Thirty Thousand and 00/100 Dollars

(\$1,130,000.00), which sum is supported by two independent appraisals.

- 7) The parties agree that the purchase price for Parcel B shall be One Million One Hundred Forty Five Thousand and 00/100 Dollars (\$1,145,000.00), which sum is supported by two independent appraisals.
- 8) The County acknowledges that TPL must exercise its Option and purchase the Property prior to the execution of the FCT Option Agreement and that TPL is substantially relying on the covenants and agreements contained herein as an inducement to exercise its Option, and purchase the Property from the current property owner.
- 9) All communications between the County and TPL shall be addressed in the case of TPL to:

Susan Grandin
Director, Northeast Florida Office
The Trust for Public Land
2237 Riverside Avenue
Jacksonville, Florida 32204

With a copy to:
Pete Fodor, Esq.
Florida Counsel
The Trust for Public Land
306 N. Monroe Street
Tallahassee, Florida 32301

and in the case of the County to:

Michael Mahaney
County Administrator
Nassau County, Florida
96160 Nassau Place
Yulee, Florida 32097

With a copy to:
Michael Mullin, Esq.
County Attorney
Nassau County, Florida
Post Office Box 1010
Fernandina Beach, FL 32035-1010

10) This Memorandum of Agreement is intended to be a binding agreement between the parties and may be relied upon by both parties as to the covenants, agreements and obligations set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement this 25 day of October, 2004.

The ~~Trust for Public Land~~
By: [Signature]
Name: W. Dale Allen
Title: Senior Vice President

Witnesses:
[Signature]
[Signature]

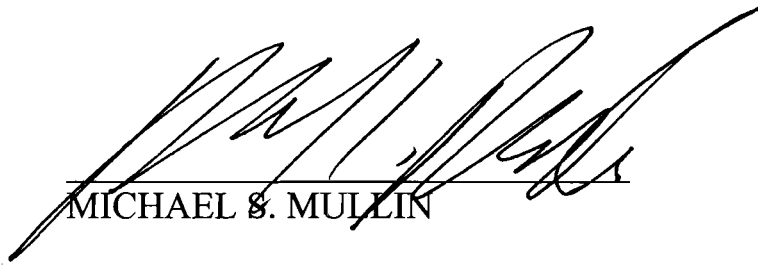
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

[Signature]
FLOYD L. VANZANT
Its: Chairman

ATTEST:

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

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

z/myers/agreements/American-bch-trust

EXHIBIT "A"
Legal Description

Parcel "A"

That certain piece, parcel or tract of land situate, lying and being in the County of Nassau, State of Florida, known and described as:

Beginning at a point 50.0 feet South of the Northeast corner of Government Lot 2, Section 18, Township 2 North, range 28 East; thence Southerly along the Eastern boundary of said Government Lot 2, Section 18, 100 feet, thence Westerly along the Northerly line of Lot 2, Block 1, Unit 1, American Beach, Section 3, according to plat thereof, as recorded in Plat Book 3, Page 19, of the Public Records of Nassau County, Florida, 90.0 feet; thence Northerly parallel to the Eastern boundary line of Government Lot 2, Section 18, 100.0 feet to a point; thence Easterly along the Southerly line of Lot 1, Block 1, Unit One, American Beach, Section 3, as per plat recorded in Plat Book 3, Page 19, Public Records of Nassau County, Florida, 90.0 feet to the POINT OF BEGINNING. Being the same lands described in Official Records Book 388, Page 694 of the Public Records of Nassau County, Florida.

Also known as: That portion of tract C of "American Beach Section Three" according to plat thereof as recorded in Plat Book 2, Page 64 of the Public Records of Nassau County, Florida, being bounded on the North by the South line of Lot 1 in Block 1 of "Unit One of American Beach-Section Three" according to the plat thereof as recorded in Plat Book 3, Page 19, of the Public Records of Nassau County, Florida, and bounded on the South by the North line of Lot 2, in said Block 1, and bounded on the West by the East right-of-way line of Greeg Street and bounded on the East by the Atlantic Ocean.

TOGETHER WITH: The North 5 feet of Lot 2, Block 1, American Beach, Section 3, according to plat thereof, as recorded in Plat Book 3, Page 19, of the Public Records of Nassau County, Florida.

Parcel "B"

Lot 2, LESS the North 5.0 feet thereof, Block 1 of UNIT ONE OF AMERICAN BEACH, SECTION THREE, according to plat thereof, as recorded in Plat Book 3, Page 19, public records of Nassau County, Florida.

and

Lot 3, Block 1 of UNIT ONE OF AMERICAN BEACH, SECTION THREE, according to plat thereof, as recorded in Plat Book 3, Page 19, public records of Nassau County, Florida.



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

Jim B. Higginbotham
Ansley Acree
Tom Branan
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

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

August 16, 2005

Jerry Taber
Department of Community Affairs
Division of Housing & Community Development
Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, FL. 32399

Re: American Beach Project Plan


Mr. Taber,

Please find enclosed the following for the American Beach Project Plan:

1. The Transmittal Letter of Project Plan
 - Statement that conditions imposed as part of the grant contract are satisfied
 - Statement of no violations
 - Statement that project plan complies with local and other laws and comprehensive plans
2. Statement of Amount of Award Being Requested.
3. Breakdown of Total Project Cost.
4. Management Plan approval letter from Florida Communities Trust.

If you need any additional information, please do not hesitate to contact me.

Sincerely,

Dictated but not proof read by
Michael Mahaney - Mailed in his
absence to avoid delay. 

Mike Mahaney
Nassau County Administrator

cc: Mike Mullin, County Attorney

(904) 491-7380 or (800) 789-6673

An Affirmative Action / Equal Opportunity Employer



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

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JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

August 08, 2005

Ms. Janice Browning, Director
Division of Housing and Community Development
Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

RE: FCT Project Name: American Beach Historic Park
FCT Project Number: 04-026-FF4
FCT Recipient Name: Nassau County

Dear Ms. Browning:

The acquisition activities for the project referenced above complied with all Nassau County's land acquisition procedures, which are consistent with Rule 9K-8, F.A.C. Nassau County's land acquisition procedures are substantially similar to the Trust's procedures.

Sincerely,

Mike Mahaney
Nassau County Administrator

(904) 491-7380 or (800) 789-6673

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Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

August 08, 2005

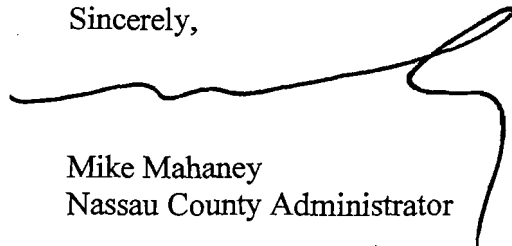
Ms. Janice Browning, Director
Division of Housing and Community Development
Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

RE: FCT Project Name: American Beach Historic Park
FCT Project Number: 04-026-FF4
FCT Recipient Name: Nassau County

Dear Ms. Browning:

In reference to the above-captioned transaction and in accordance with Rule Chapter 9K-8.012(4), Florida Administrative Code, please be advised that Nassau County has examined the environmental site assessment and understand that Nassau County may be assuming liability for future adverse action or cleanup associated with the lands covered by the environmental site assessment.

Sincerely,



Mike Mahaney
Nassau County Administrator

(904) 491-7380 or (800) 789-6673

An Affirmative Action / Equal Opportunity Employer



NASSAU COUNTY
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MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

August 08, 2005

Ms. Janice Browning, Director
Division of Housing and Community Development
Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

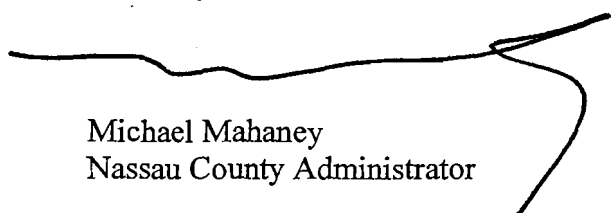
RE: FCT Project Name: American Beach Historic Park
FCT Project Number: 04-026-FF4
FCT Recipient Name: Nassau County

Dear Ms. Browning:

The Nassau County Government has reviewed the proposed American Beach Historic Park Project Plan and represents that the conditions imposed as part of the Grant Contract have been satisfied and evidences thereof to FCT, that all activities associated with this Project Plan comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan.

Further, after conducting a diligent search and to the best of my knowledge, the Recipient is not aware of any pending criminal, civil or regulatory violations imposed on the Project Site by any governmental agency or body.

Sincerely,


Michael Mahaney
Nassau County Administrator

(904) 491-7380 or (800) 789-6673

An Affirmative Action / Equal Opportunity Employer

**Amount of Award Being Requested from
The Florida Communities Trust**

The total amount of the award requested from the Florida Communities Trust by the Nassau County is the lesser of \$3,149,000.00 or 100% of Total Project Costs for FCT Project Number **04-026-FF4**.

GRANT AWARD AMOUNT	\$ 3,149,000.00
PERCENTAGE OF GRANT AWARD	100%
AMOUNT OF THIS REQUEST	\$ 00.00
REMAINING GRANT AWARD AMOUNT	\$ 00.00

TOTAL PROJECT COSTS
American Beach Historic Park
FCT Project Number
04-026-FF4

Land Purchase Price

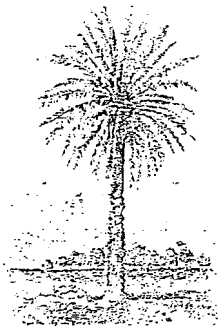
Purchase Price	\$2,275,000.00	
Total Land Purchase Price		\$2,275,000.00

Estimated/Actual Acquisition Expenses

Title Report	\$	
Appraisals	\$ 8,000.00*	
Appraisal Review	\$ 1,117.00	
Certified Survey	\$ 9,500.00	
Environmental Audit	\$ 8,500.00	
Title Commitment	\$ 8,900.00	
Total Acquisition Expenses	\$	

Total Project Costs **\$**

* \$ 6,000 by the Trust for Public Land, \$2,000 for a 2nd appraisal by Nassau County



Florida Communities Trust

05 AUG 15 PM 4:40

RECEIVED
COUNTY COORDINATOR'S
OFFICE

August 8, 2005

Mike Mahaney, County Administrator
Nassau County
220 Nassau Place
Yulee, Florida 32097

RE: Management Plan
American Beach Historic Park
FCT Project No. 04-026-FF4

Dear Mr. Mahaney:

Thank you for submitting your management plan revisions to Florida Communities Trust (FCT). We have reviewed these revisions, found they adequately address the issues identified in our May 16, 2005 comment letter, and have approved the revised plan.

Now that land management is the focus of this project, it may be appropriate to designate a new local government key contact having direct responsibility for both site management and the annual stewardship report. If another key contact is designated, please notify FCT of the change, in writing, as soon as possible.

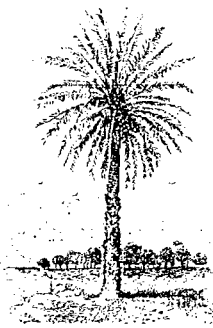
Thank you for responding to our recommendations in a timely manner. If you have any questions concerning this matter, please contact Hank Vinson at (850) 922-1706.

Sincerely,

Grant Gelhardt
Environmental Administrator

GG/hv

cc: Susan Grandin, Trust for Public Land



Florida Communities Trust

05 AUG 15 PM 4:40

RECEIVED
COUNTY COORDINATORS
OFFICE

August 8, 2005

Mike Mahaney, County Administrator
Nassau County
220 Nassau Place
Yulee, Florida 32097

RE: Management Plan
American Beach Historic Park
FCT Project No. 04-026-FF4

Dear Mr. Mahaney:

Thank you for submitting your management plan revisions to Florida Communities Trust (FCT). We have reviewed these revisions, found they adequately address the issues identified in our May 16, 2005 comment letter, and have approved the revised plan.

Now that land management is the focus of this project, it may be appropriate to designate a new local government key contact having direct responsibility for both site management and the annual stewardship report. If another key contact is designated, please notify FCT of the change, in writing, as soon as possible.

Thank you for responding to our recommendations in a timely manner. If you have any questions concerning this matter, please contact Hank Vinson at (850) 922-1706.

Sincerely,

Grant Gelhardt
Environmental Administrator

GG/hv

cc: Susan Grandin, Trust for Public Land

COPY

received
8-4-06



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
PO Box 1010
Fernandina Beach, Florida 32035-1010

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Tom Branan
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JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

July 27, 2006

Mr. Ken Reecy, Community Program Manager
Florida Communities Trust
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

RE: American Beach Historic Park Project Plan

Dear Mr. Reecy:

Please find enclosed the following for the American Beach Historic Park Project Plan:

1. Transmittal Letter of Project Plan

- Statement that conditions imposed as part of the Grant Contract are satisfied.
- Statement of no violations.
- Statement that Project Plan complies with local and other laws and comprehensive plan.
- Statement that Recipient has followed acquisition activities consistent with Rule 9K-8.004(3)(d), F.A.C.

2. Statement of Amount of Award Being Requested.

3. Breakdown of Total Project Cost.

4. Management Plan approval letter from Florida Communities Trust.

5. Copy of Executed Option Agreements (s)

6. Map of Project Site Showing Project Site and parcels purchased (8 1/2 x 11)

If you need any additional information, please do not hesitate to contact me.

Sincerely,

Mike Mahaney
Nassau County Administrator

Cc: Mike Mullin, County Attorney



**NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS**
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Fernandina Beach, Florida 32035-1010

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MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

July 27, 2006

Mr. Ken Reecy, Community Program Manager
Florida Communities Trust
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

RE: FCT Project Number: 04-026-FF4
FCT Project Name: American Beach Historic Park
FCT Recipient: Nassau County

Dear Mr. Reecy:

The Nassau County has reviewed the proposed American Beach Historic Park Project Plan and represents that the conditions imposed as part of the Grant Contract have been satisfied and ensures and evidences thereof to FCT, that all activities associated with this Project Plan comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan.

Further, after conducting a diligent search and to the best of my knowledge, the Recipient is not aware of any pending criminal, civil or regulatory violations imposed on the Project Site by any governmental agency or body.

Sincerely,



Mike Mahaney
Nassau County Administrator

(904) 491-7380 or (800) 789-6673

An Affirmative Action / Equal Opportunity Employer

**Amount of Award Being Requested from
The Florida Communities Trust
American Beach Historic Park**

The total amount of the award requested from the Florida Communities Trust by Nassau County is the lesser of \$1,243,910.50 or 100% of Total Project Costs for FCT Project Number **04-026-FF4**.

GRANT AWARD AMOUNT	\$3,149,000.00
PERCENTAGE OF GRANT AWARD	100.00%
PRIOR AWARD AMOUNT REQUESTED	\$2,308,807.00
INCREASE IN AWARD AMOUNT	\$ 403,717.50
AMOUNT OF THIS REQUEST	\$1,243,910.50
REMAINING GRANT AWARD AMOUNT	\$ 00.00

- Pursuant to Section IV.1 of the Grant Contract, the FCT shall participate in the land cost at either the actual purchase price or the Maximum Approved Purchase Price (MAPP), whichever is less, based on appraisal reports that comply with the requirements set forth in Rule 9K8.007, F.A.C. The Maximum Approved Purchase Price is \$1,225,000.00.

TOTAL PROJECT COSTS
American Beach Historic Park
FCT Project Number
04-026-FF4

Land Purchase Price

Purchase Price	\$ 1,300,000.00
Total Land Purchase Price	\$ 1,300,000.00

Estimated/Actual Acquisition Expenses

Title Report	\$ 3,630.00	
Appraisals	\$ 10,500.00	
Appraisal Review	\$ 1,255.50	
Certified Survey	\$ 725.00	
Environmental Audit	\$ 2,800.00	
Total Acquisition Expenses	\$ 18,910.50	
Total Project Cost		\$1,318,910.50

- Pursuant to Section IV.1 of the Grant Contract, the FCT shall participate in the land cost at either the actual purchase price or the Maximum Approved Purchase Price (MAPP), whichever is less, based on appraisal reports that comply with the requirements set forth in Rule 9K8.007, F.A.C. The Maximum Approved Purchase Price is \$1,225,000.00.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
PO Box 1010
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham
Ansley Acree
Tom Branan
Floyd L. Varzant
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JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

July 27, 2006

Mr. Ken Reecy, Community Program Manager
Florida Communities Trust
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

RE: FCT Project Number: 04-026-FF4
FCT Project Name: American Beach Historic Park
FCT Recipient: Nassau County

Dear Mr. Reecy:

In reference to the above-captioned transaction and in accordance with Rule Chapter 9K-8.012(4), Florida Administrative Code, please be advised that Nassau County has examined the environmental site assessment and understands that Nassau County may be assuming liability for future adverse action or cleanup associated with the lands covered by the environmental site assessment.

Sincerely,


Mike Mahaney
Nassau County Administrator

(904) 491-7380 or (800) 789-6673

An Affirmative Action / Equal Opportunity Employer



**NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS**
PO Box 1010
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham
Ansley Acree
Tom Branan
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

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

July 27, 2006

Mr. Ken Reecy, Community Program Manager
Florida Communities Trust
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

RE: FCT Project Number: 04-026-FF4
FCT Project Name: American Beach Historic Park
FCT Recipient: Nassau County

Dear Mr. Reecy:

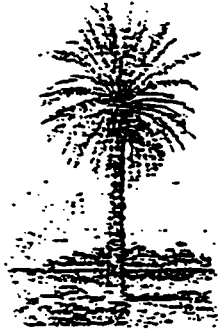
The acquisition activities for the project referenced above complied with all Nassau County's land acquisition procedures which are consistent with Rule 9K-8, F.A.C. The Nassau County's land acquisition procedures are substantially similar to the Trust's procedures.

Sincerely,

Mike Mahaney
Nassau County Administrator

(904) 491-7380 or (800) 789-6673

An Affirmative Action / Equal Opportunity Employer



Florida Communities Trust

05 AUG 16 PM 4:40

RECEIVED
COUNTY COORDINATORS
OFFICE

August 8, 2005

Mike Mahaney, County Administrator
Nassau County
220 Nassau Place
Yulee, Florida 32097

RE: Management Plan
American Beach Historic Park
FCT Project No. 04-026-FF4

Dear Mr. Mahaney:

Thank you for submitting your management plan revisions to Florida Communities Trust (FCT). We have reviewed these revisions, found they adequately address the issues identified in our May 16, 2005 comment letter, and have approved the revised plan.

Now that land management is the focus of this project, it may be appropriate to designate a new local government key contact having direct responsibility for both site management and the annual stewardship report. If another key contact is designated, please notify FCT of the change, in writing, as soon as possible.

Thank you for responding to our recommendations in a timely manner. If you have any questions concerning this matter, please contact Hank Vinson at (850) 922-1706.

Sincerely,

Grant Gelhardt
Environmental Administrator

GG/hv

cc: Susan Grandin, Trust for Public Land

RECEIVED

AEG - 1 2006

Project: American Beach Historic Park
Project #: 04-026-FF4
Parcel #: TPL-Nelson

Contract #:
Property Tax LD.#: 5500-00-30-010C-0002-
0040; 5500-00-30-010C-0002-050; 5500-00-30-
010C-0002-060

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this 31st day of July 2006, between **THE TRUST FOR LAND**, a California Non-Profit Corporation, as ("Seller"), whose address is 306 North Monroe Street, Tallahassee, Florida 32301 and the **FLORIDA COMMUNITIES TRUST**, a nonregulatory agency within the Department of Community Affairs, ("Acquiring Agency") whose address is ~~2555 Shumard Oak Boulevard, Tallahassee, Florida 32399~~, and **NASSAU COUNTY**, a political subdivision within the State of Florida, ("Local Government"), whose address is 220 Nassau Place, Yulee, Florida 32097. Acquiring Agency and Local Government will be collectively referred to as ("Purchaser").

1. **GRANT OF OPTION.** Seller hereby grants to Purchaser the exclusive option to purchase the real property located in Nassau County, Florida, described in Exhibit "A", together with all improvements, easements and appurtenances ("Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding upon execution by the parties but exercise of the option is subject to approval by Purchaser and is effective only if Acquiring Agency and Local Government give written notice of exercise to Seller. Purchaser and Seller acknowledge that the Seller is not the current owner of the Property, but holds an option to purchase the Property. Consequently, this Option Agreement, and the party's obligations hereunder, are contingent upon the Seller acquiring marketable title to the Property.

2. **OPTION TERMS.** The option payment is \$100.00 ("Option Payment"). The Option Payment, in the form of a state warrant, will be forwarded to Seller upon its receipt by Acquiring Agency from the Comptroller of the State of Florida. The option may be exercised during the period beginning with the Purchaser's approval of this Agreement and the Acquiring Agency's governing body granting project plan approval in accordance with Rule 9K-8.011, Florida Administrative Code, and ending on October 31, 2006 ("Option Expiration Date"), unless extended by other provisions of this Agreement. In the event Acquiring Agency's Purchase Price (as hereinafter defined in paragraph 3.A) or Local Government's Purchase Price (as hereinafter defined in paragraph 3.A) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller.

3.A. **TOTAL PURCHASE PRICE.** The total purchase price ("Total Purchase Price") for the Property is ONE MILLION THREE HUNDRED THOUSAND and no/100 Dollars (\$1,300,000.00) which, after reduction by the amount of the Option Payment, will be paid by Acquiring Agency and Nassau County at closing. Seller hereby authorizes Acquiring Agency to issue a state warrant directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Total Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Total Purchase Price presumes that the Property contains 0.31 total acres, more or less, to be confirmed by the Survey, as provided in paragraph 5. The determination of the final Total Purchase Price can only be made after the completion and approval of the survey required in paragraph 5. This Agreement is contingent upon approval of Total Purchase Price by Purchaser and upon confirmation that the Total Purchase Price is not in excess of the final maximum approved purchase price of the Property as determined in accordance with Rule 9K-8.007, Florida Administrative Code ("Maximum Approved Purchase Price").

June 5, 2006
04-026-FF4

The Total Purchase Price shall be paid to Seller as follows: Acquiring Agency shall pay \$1,225,000.00 of the final adjusted Acquiring Agency's Purchase Price for the Property as determined in accordance with paragraph 3.B., which after reduction by Acquiring Agency of the Option Payment, will be paid to Seller by state warrant at closing. Nassau County shall pay \$75,000.00 of the Total Purchase Price for the Property, as determined in accordance with paragraph 3.B., will be paid to Seller by check at closing.

Acquiring Agency and Nassau County agree that Nassau County shall take fee simple title to all of the Property at the closing. Conveyance of the Property in fee simple from Seller to Nassau County will take place at the closing in accordance with the provisions of this Agreement. ~~Should the funds for acquisition not be available for any reason, Purchaser or Seller may elect to terminate this Agreement by written notice to the parties without liability to any party.~~

This Agreement is also contingent upon the Local Government requesting and receiving an increase in the amount of the grant award from the governing board of the Acquiring Agency in an amount sufficient to close in accordance with this Agreement.

3.B. . ADJUSTMENT OF TOTAL PURCHASE PRICE. If, prior to closing, Acquiring Agency determines that the Total Purchase Price stated in paragraph 3.A. exceeds the final Maximum Approved Purchase Price of the Property, the Total Purchase Price will be reduced to the final Maximum Approved Purchase Price of the Property. Upon determination of the final adjusted Total Purchase Price, Acquiring Agency's Purchase Price and Local Government's Purchase Price will be determined and adjusted in accordance with paragraph 3.A. If the final adjusted Total Purchase Price is less than 100% of the Total Purchase Price stated in paragraph 3.A. because of a reduction in the Maximum Approved Purchase Price of the Property, Seller shall, in his sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to Acquiring Agency and Local Government of his election to terminate this Agreement within 10 days after Seller's receipt of written notice from Acquiring Agency of the final adjusted Total Purchase Price. In the event Seller fails to give Acquiring Agency and Local Government a written notice of termination within the aforesaid time period from receipt of Acquiring Agency's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Total Purchase Price stated in paragraph 3.A.

4.A. ENVIRONMENTAL SITE ASSESSMENT. Seller shall, at Seller's sole cost and expense and at least 30 days prior to the Option Expiration Date, furnish to Local Government and Acquiring Agency an environmental site assessment of the Property, 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. For purposes of this Agreement "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 4.B.). 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. The environmental site assessment shall be certified to Purchaser and the date of certification shall be within 90 days before the date of closing. Acquiring Agency shall reimburse Seller for the Acquiring Agency approved cost of the environmental site assessment, not to exceed \$8,500.00 upon Seller's submission of the necessary documentation to Acquiring Agency which evidences payment in full of the environmental site assessment costs by Seller. This reimbursement is contingent upon a sale of the Property to Purchaser.

5. **SURVEY.** Seller shall, at Seller's sole cost and expense and not less than 35 days prior to the Option

Expiration Date, deliver to Local Government and Acquiring Agency a current boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida, which meets the standards and requirements of Acquiring Agency ("Survey"). It is Seller's responsibility to ensure that the surveyor contacts the Acquiring Agency regarding these standards and requirements and the cost of the Survey prior to the commencement of the Survey. The Survey shall be certified to Purchaser and the title insurer and the date of certification shall be within 90 days before the date of closing, unless this 90 day time period is waived by Purchaser 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 Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect. Acquiring Agency shall reimburse Seller for ~~the Acquiring Agency approved cost of Survey, not to exceed \$9,500.00 upon Seller's submission of the~~ necessary documentation to Acquiring Agency, which evidences payment in full of the Survey costs by Seller. This reimbursement is contingent upon a sale of the Property to Purchaser.

6. **TITLE INSURANCE.** Seller shall, at Seller's sole cost and expense and at least 35 days prior to the Option Expiration Date, furnish to Purchaser a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company, approved by Acquiring Agency, insuring marketable title to the Property in the amount of the Purchase Price. Seller shall require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens. Acquiring Agency shall reimburse Seller for Seller's cost for the owner's title insurance policy required hereunder. Acquiring Agency's reimbursement shall not exceed an amount which is equal to the minimum promulgated rate permitted by the Florida Insurance Commissioner's rules and regulations. Acquiring Agency shall not be required to reimburse Seller until Seller has submitted the necessary documentation to Acquiring Agency which evidences payment in full of the title insurance cost by Seller and until the final owner's title insurance policy has been received and approved by Acquiring Agency. This reimbursement is contingent upon a sale of the Property to Purchaser.

7. **DEFECTS IN TITLE.** If the title insurance commitment or survey furnished to Purchaser pursuant to this Agreement discloses any defects in title which are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefore, including the bringing of necessary suits. If Seller is unsuccessful in removing the title defects within said time or if Seller fails to make a diligent effort to correct the title defects, Purchaser shall have the option to either: (a) accept the title as it then is with no reduction in the Total Purchase Price, (b) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

8. **INTEREST CONVEYED.** At closing, Seller shall execute and deliver to Local Government a statutory warranty deed in accordance with Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the opinion of Purchaser and do not impair the marketability of the title to the Property. The grantee in Seller's Warranty Deed shall be Nassau County.

9. **PREPARATION OF CLOSING DOCUMENTS.** Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, and 380.08(2), Florida Statutes. Seller shall prepare the deed described in paragraph 8. of this Agreement, Seller's closing statement, the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit. The deed, title, possession and lien affidavit and environmental affidavit shall be prepared on

Acquiring Agency forms which will be provided by Acquiring Agency. Acquiring Agency shall prepare Purchaser's closing statement. All prepared documents shall be submitted to Local Government and Acquiring Agency for review and approval at least 30 days prior to the Option Expiration Date.

10. PURCHASER REVIEW FOR CLOSING. Purchaser will approve or reject each item required to be provided by Seller under this Agreement within 30 days after receipt by Purchaser of all of the required items. Seller will have 30 days thereafter to cure and resubmit any rejected item to Purchaser. In the event Seller fails to timely deliver any item, or Purchaser rejects any item after delivery, Purchaser may in its discretion extend the Option Expiration Date.

~~11. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 8. of this Agreement and any other recordable instruments which Purchaser deems necessary to assure good and marketable title to the Property.~~

12. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at closing. In the event the Local Government acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the Local Government acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

13. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any other documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within 60 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by Purchaser.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to the Local Government in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. However, in the event the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with the this Agreement. Seller shall deliver possession of the Property to the Local Government at closing.

16. ACCESS. Seller warrants that there is legal ingress and egress for the Property over public roads or valid, recorded easements that benefit the Property.

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each

without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default. In connection with any dispute arising out of this Agreement, including without limitation litigation and appeals, Purchaser will be entitled to recover reasonable attorney's fees and costs.

18. **BROKERS.** Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold Purchaser harmless from any and all such claims, whether disclosed or undisclosed.

19. **RECORDING.** This Agreement, or notice of it, may be recorded by Purchaser in the appropriate county or counties.

20. **ASSIGNMENT.** This Agreement may be assigned by Purchaser to a governmental agency or to an entity from federal income tax pursuant to section 501 (c)(3)(IRC), in which event Purchaser will provide written notice of assignment to Seller. This Agreement may not be assigned by Seller without the prior written consent of Purchaser.

21. **TIME.** Time is of essence with regard to all dates or times set forth in this Agreement.

22. **SEVERABILITY.** In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. **SUCCESSORS IN INTEREST.** Upon Seller's execution of this Agreement, Seller's heirs, legal representatives, successors and assigns will be bound by it. Upon Purchaser's approval of this Agreement and Purchaser's exercise of the option, Purchaser and Purchaser's successors and assigns will be bound by it. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

25. **WAIVER.** Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. **AGREEMENT EFFECTIVE.** This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.

27. **ADDENDUM.** Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

28. **NOTICE.** Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally or mailed to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

29. **SURVIVAL.** The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 8. of this Agreement and Local Government's possession of the Property.

June 5, 2006
04-026-FF4

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE JULY 13 2006, THIS OFFER WILL BE VOID UNLESS THE PURCHASER, AT ITS SOLE OPTION, ELECTS TO ACCEPT THIS OFFER. THE EXERCISE OF THIS OPTION IS SUBJECT TO: (1) APPROVAL OF THIS AGREEMENT,

TOTAL PURCHASE PRICE, ACQUIRING AGENCY'S PURCHASE PRICE, AND LOCAL GOVERNMENT'S PURCHASE PRICE BY PURCHASER, (2) ACQUIRING AGENCY'S GOVERNING BODY GRANTING PROJECT PLAN APPROVAL IN ACCORDANCE WITH RULE 9K-8.011, FLORIDA ADMINISTRATIVE CODE, (3) CONFIRMATION THAT THE TOTAL PURCHASE PRICE IS NOT IN EXCESS OF THE FINAL MAXIMUM APPROVED PURCHASE PRICE OF THE PROPERTY, AND (4)

LOCAL GOVERNMENT AND ACQUIRING AGENCY APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER. THE ACQUIRING AGENCY'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS CONTRACT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE.

June 5, 2006
04-026-FF4

THIS IS TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

SELLER

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

Bruce M. Ryan

Witness as to Seller

Craig Penrose

Witness as to Seller

BY:

Gregory J A Chelias

Title: Florida State Director

F.E.I.D. No. 23-7222333

6-30-06
Date signed by Seller

STATE OF LEON
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 30 day of June, 2006, by Gregory J A Chelias, as Florida State Director of The Trust For Public Land, a California non-profit corporation on behalf of said corporation. He is personally known to me.

Bruce M. Ryan
Notary Public

(NOTARY PUBLIC
SEAL)



Bruce M. Ryan
Commission # DD563562
Expires June 13, 2010
Boundary Tree Falls - Insurance, Inc. 800-699-7600

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: DD563562
My Commission Expires: 6-13-10

PURCHASER

LOCAL GOVERNMENT

NASSAU COUNTY

Comie Astor

Witness as to Local Government

By: *Thomas D. Branan, Jr.*
Thomas D. Branan, Jr.

Name _____
Print Name

Its: Chairman, Nassau County Board
of County Commissioners

John A. Crawford

Witness as to Local Government

Attest: *John A. Crawford*
(Clerk or Deputy Clerk)
John A. Crawford, Ex-Officio Clerk
(OFFICIAL SEAL)

Approved as to form and Legality

July 31, 2006
Date signed by Local Government

By: *Michael S. Mullin*
County Attorney, Michael S. Mullin
Date: July 31, 2006

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 31st day of July, 2006, by Thomas D. Branan, Jr. as Chairman of Nassau County, Florida on behalf of the Local Government who is personally known to me.

(NOTARY PUBLIC)
SEAL



Ann R. Myers
MY COMMISSION # 00260798 EXPIRES
January 3, 2008
BORNED FROM TRICYPAN INSURANCE, INC.

Ann R. Myers
Notary Public

ANN R. MYERS
(Printed, Typed or Stamped Name of
Notary Public)
Commission No.: _____
My Commission Expires: _____

June 5, 2006
04-026-FF4

EXHIBIT "A"
Legal Description

Lots 4, 5 and 6, Block 2 of UNIT ONE (1) SECTION THREE (3) AMERICAN BEACH, according to the Plat thereof as recorded in Plat Book 3, Page 19, of the Public Records of Nassau County, Florida.

LESS AND EXCEPT any part of caption lying in road right of way and/or any part of caption conveyed to Nassau County in Deed recorded in Book 91, Page 484, Public Records of Nassau County, Florida.

The legal description will be determined upon receipt of the final survey and title commitment as required in Paragraphs 5 and 6 of the option agreement.

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LEON

Project #
Tax ID # 23-7 222 333

Before me, the undersigned authority, personally appeared Peter Fodor, as Florida Counsel of The Trust for Public Land, this 7 day of July, 2006, who, first being duly sworn, deposes and says:

1) That The Trust for Public Land, a nonprofit California corporation, whose address is 306 North Monroe Street, Tallahassee, Florida 32301, is the holder of an irrevocable option to purchase, and at closing will be the record owner of the Property. The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the Property:

The Trust for Public Land is a not for profit corporation, therefore has no shareholders or individuals with any beneficial interest in the real property listed in Exhibit A.

The Trust for Public Land, authorized to transact business in the State of Florida, is a charitable nonprofit California corporation exempt from Federal taxation under Section 501 (c) (3) of the Internal Revenue Code organized for the purpose of preserving and protecting natural diversity. None of the members of its Board of Directors or Officers will personally receive any monetary compensation from nor hold a beneficial interest related to this transaction.

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are:

<u>Name & Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
Manzie & Drake Land Surveying 117 S. 9 th St. Fernandina Beach, FL 32034	Survey	TBD
ECT, Inc. 1408 North Westshore Blvd., Ste. 115 Tampa, FL 33607	ESA	TBD
TBD	Title Insurance	TBD

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida:

<u>Name and Address or Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
Tony D. Nelson 4022 Murfield Ct. Jacksonville, FL 32225	1/20/06	Option	\$1,300,000.00

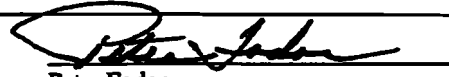
to

The Trust for Public Land
306 North Monroe Street
Tallahassee, Florida 32301

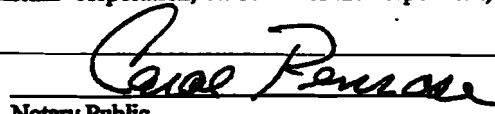
This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT


Peter Fodor

SWORN TO and subscribed before me this 7 day of July, 2006, by Peter Fodor, as Florida Counsel of The Trust for Public Land, a nonprofit ~~California~~ corporation, on behalf of the corporation, who is personally known to me.


Notary Public



Carol Penrose
Commission # DD281830
Expires January 30, 2008
Created by Pub - Notary, Inc. 888-365-7018

(NOTARY PUBLIC SEAL)

EXHIBIT "A"

Lots 4, 5 and 6, Block 2 of UNIT ONE (1) SECTION THREE (3) AMERICAN BEACH, according to the Plat thereof as recorded in Plat Book 3, Page 19, of the Public Records of Nassau County, Florida.

LESS AND EXCEPT any part of caption lying in road right of way and/or any part of caption conveyed to Nassau County in Deed recorded in Book 91, Page 484, Public Records of Nassau County, Florida.

ADDENDUM
(CORPORATE/NON-FLORIDA)

A. At the same time that Seller submits the closing documents required by paragraph 9 of this Agreement, Seller shall also submit the following to Purchaser:

1. Corporate resolution which authorizes the sale of the Property to Purchaser in accordance with the provisions of this Agreement and a certificate of incumbency,
2. Certificates of good standing from the Secretary of State of the State of Florida and the Secretary of State of the State of California, and
3. Copy of proposed opinion of counsel as required by paragraph B. below.

B. As a material inducement to Purchaser entering into this Agreement and to consummate the transaction contemplated herein, Seller covenants, represents and warrants to Purchaser as follows:

1. The execution of this Agreement and the performance by it of the various terms and conditions hereof, including, without limitation, the execution of all agreements, notices and other documents hereunder, have been duly authorized by the requisite corporate authority of Seller.
 2. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of California and is duly licensed and in good standing and qualified to own real property in the State of Florida.
 3. This Agreement, when executed and delivered, will be valid and legally binding upon Seller and ~~enforceable in accordance with its terms and neither the execution of this Agreement and the~~ other instruments to be executed hereunder by Seller, nor the performance by it of the various terms and conditions hereto will violate the Articles of Incorporation or By-Laws of Seller.
-

At the closing, Seller shall deliver to Purchaser an opinion of counsel to the effect that the covenants, representations and warranties contained above in this paragraph B. are true and correct as of the closing date. In rendering the foregoing opinion, such counsel may rely as to factual matters upon certificates of other documents furnished by partners, officers, officials and other counsel of Seller, and upon such other documents and data as such partners, officers, officials and counsel may deem appropriate.

SELLER

THE TRUST FOR PUBLIC LAND, a
California Non-Profit Corporation

By: Gregory A. Chelius
Gregory A. Chelius, Florida State Director

FEID: 23-7222333

6-30-06
Date signed by Seller

Bruce M. Brown
Witness as to Seller

Carol Penrose
Witness as to Seller

LOCAL GOVERNMENT

NASSAU COUNTY

Conni Costa
Witness as to Local Government

Joyce S. Seely
Witness as to Local Government

By: Thomas E. Branan, Jr.
Thomas E. Branan, Jr.

His: Chairman, Nassau County
Board of County Commissioners

Attest: John A. Crawford
(Clerk or Deputy Clerk)
John A. Crawford, Ex-Officio Clerk
(OFFICIAL SEAL)

Approved as to Form and Legality

By: Michael S. Mulkin
Michael S. Mulkin, County Attorney
Date: July 31, 2006

July 31, 2006
Date signed by Local Government

ACQUIRING AGENCY

FLORIDA COMMUNITIES TRUST

Witness as to Acquiring Agency

By: JANICE BROWNING
JANICE BROWNING, Chief of Staff
Department of Community Affairs

Witness as to Acquiring Agency

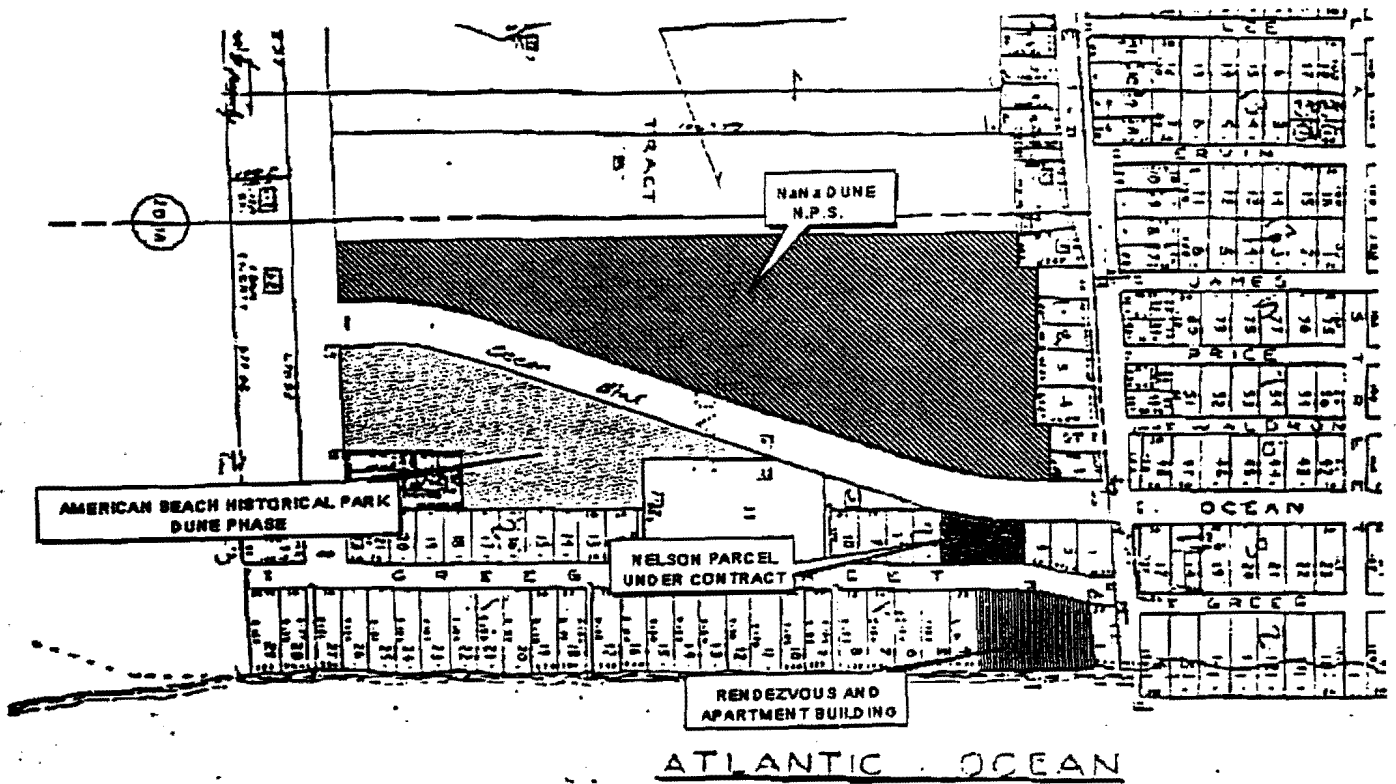
Date signed by Acquiring Agency

Approved as to Form and Legality

By: _____
Trust Counsel

Date: _____

AMERICAN BEACH PHASE ACQUISITION



RECEIVED

JUL 20 2006

RECEIVED
SERVICES
NTY. FL

P 4:55

LAMPE, ROY & ASSOCIATES, INC.

APPRAISERS - CONSULTANTS

4448 MERRIMAC AVENUE
JACKSONVILLE, FLORIDA 32210
(904) 398-7020
FAX (904) 398-9298

December 20, 2005

Mr. Michael Mahaney
Nassau County Administrator
Post Office Box 1010
Fernandina Beach, Florida 32035-1010

06 JAN 31 PM 12:54
COUNTY COORDINATORS
OFFICE

Our File No. 3934
Complete Appraisal, Self-Contained Report -
Appraisal of Three Parcels of Land Known as the Nelson/American
Beach Properties Located on American Beach, Amelia Island, Nassau
County, Florida

01717572 - 561000_{nd}

\$4,500

APPROVED

MCR/JRL

Nassau County Administrator

DATE FORWARDED
TO FINANCE 2/2/06 *SL*

0606202

JUL 20 2006

RECEIVED
CLERK'S
FINANCIAL SERVICES
NASSAU COUNTY, FL

CRENSHAW • WILLIAMS

APPRAISAL COMPANY

REAL ESTATE APPRAISERS - CONSULTANTS

6272 DUFONT STATION COURT

JACKSONVILLE, FLORIDA 32217

2006 JAN 10 P 2:26

ROBERT D. CRENSHAW, MAI
Florida State-Certified General Appraiser 0000709
Georgia State-Certified General Appraiser CG002546

Tax Id # 59-3529593

J. MARK WILLIAMS
Florida State-Certified General
Appraiser #001501

INVOICE NO. 5625

January 3, 2006

Mr. Michael Mahancy
Nassau County Administrator
96160 Nassau Place
Yulee, Florida 32097

06 JAN - 6 PM 4:28
COUNTY COORDINATOR'S
OFFICE

Re: "Nelson/American Beach Properties" three parcels (Lots #4, #5 and #6) located on the west side of Greeg Street in American Beach, Amelia Island, Nassau County, Florida 32034

TOTAL AMOUNT DUE

\$ 6,000.00

Steven Slotkin
Robert Crenshaw

01717572 - 561000
Boec approved 9/12/05
note: cash forward rollover from
04/05 to 05/06
Cathy Link
1/9/06

APPROVED

Nassau County Administrator

DATE FORWARDED
TO FINANCE 1/10/06

TELEPHONE (904) 296-8995

FAX (904) 296-8996

0604596

COPY

received
8-4-06



**NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS**
PO Box 1010
Fernandina Beach, Florida 32035-1010

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Ansley Acree
Tom Branan
Floyd L. Vanzant
Marianne Marshall

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

JOHN A. CRAWFORD
Ex-Officio Clerk
MICHAEL S. MULLIN
County Attorney
MIKE MAHANEY
County Administrator

July 27, 2006

Mr. Ken Reecy, Community Program Manager
Florida Communities Trust
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

RE: American Beach Historic Park Project Plan

Dear Mr. Reecy:

Please find enclosed the following for the American Beach Historic Park Project Plan:

1. Transmittal Letter of Project Plan

- Statement that conditions imposed as part of the Grant Contract are satisfied.
- Statement of no violations.
- Statement that Project Plan complies with local and other laws and comprehensive plan.
- Statement that Recipient has followed acquisition activities consistent with Rule 9K-8.004(3)(d), F.A.C.

2. Statement of Amount of Award Being Requested.

3. Breakdown of Total Project Cost.

4. Management Plan approval letter from Florida Communities Trust.

5. Copy of Executed Option Agreements (s)

6. Map of Project Site Showing Project Site and parcels purchased (8 1/2 x 11)

If you need any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Mahaney'.

Mike Mahaney
Nassau County Administrator

Cc: Mike Mullin, County Attorney



**NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS**
PO Box 1010
Fernandina Beach, Florida 32035-1010

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JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

July 27, 2006

Mr. Ken Reecy, Community Program Manager
Florida Communities Trust
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

RE: FCT Project Number: 04-026-FF4
FCT Project Name: American Beach Historic Park
FCT Recipient: Nassau County

Dear Mr. Reecy:

The Nassau County has reviewed the proposed American Beach Historic Park Project Plan and represents that the conditions imposed as part of the Grant Contract have been satisfied and ensures and evidences thereof to FCT, that all activities associated with this Project Plan comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan.

Further, after conducting a diligent search and to the best of my knowledge, the Recipient is not aware of any pending criminal, civil or regulatory violations imposed on the Project Site by any governmental agency or body.

Sincerely,

Mike Mahaney
Nassau County Administrator

(904) 491-7380 or (800) 789-6673

An Affirmative Action / Equal Opportunity Employer

**Amount of Award Being Requested from
The Florida Communities Trust
American Beach Historic Park**

The total amount of the award requested from the Florida Communities Trust by Nassau County is the lesser of \$1,243,910.50 or 100% of Total Project Costs for FCT Project Number **04-026-FF4**.

GRANT AWARD AMOUNT	\$3,149,000.00
PERCENTAGE OF GRANT AWARD	100.00%
PRIOR AWARD AMOUNT REQUESTED	\$2,308,807.00
INCREASE IN AWARD AMOUNT	\$ 403,717.50
AMOUNT OF THIS REQUEST	\$1,243,910.50
REMAINING GRANT AWARD AMOUNT	\$ 00.00

- Pursuant to Section IV.1 of the Grant Contract, the FCT shall participate in the land cost at either the actual purchase price or the Maximum Approved Purchase Price (MAPP), whichever is less, based on appraisal reports that comply with the requirements set forth in Rule 9K8.007, F.A.C. The Maximum Approved Purchase Price is \$1,225,000.00.

TOTAL PROJECT COSTS
American Beach Historic Park
FCT Project Number
04-026-FF4

Land Purchase Price

Purchase Price	\$ 1,300,000.00
Total Land Purchase Price	\$ 1,300,000.00

Estimated/Actual Acquisition Expenses

Title Report	\$ 3,630.00
Appraisals	\$ 10,500.00
Appraisal Review	\$ 1,255.50
Certified Survey	\$ 725.00
Environmental Audit	\$ 2,800.00
Total Acquisition Expenses	\$ 18,910.50
Total Project Cost	\$1,318,910.50

- Pursuant to Section IV.1 of the Grant Contract, the FCT shall participate in the land cost at either the actual purchase price or the Maximum Approved Purchase Price (MAPP), whichever is less, based on appraisal reports that comply with the requirements set forth in Rule 9K8.007, F.A.C. The Maximum Approved Purchase Price is \$1,225,000.00.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
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Fernandina Beach, Florida 32035-1010

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Dist. No. 5 Callahan

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

July 27, 2006

Mr. Ken Reecy, Community Program Manager
Florida Communities Trust
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

RE: FCT Project Number: 04-026-FF4
FCT Project Name: American Beach Historic Park
FCT Recipient: Nassau County

Dear Mr. Reecy:

In reference to the above-captioned transaction and in accordance with Rule Chapter 9K-8.012(4), Florida Administrative Code, please be advised that Nassau County has examined the environmental site assessment and understands that Nassau County may be assuming liability for future adverse action or cleanup associated with the lands covered by the environmental site assessment.

Sincerely,


Mike Mahaney
Nassau County Administrator

(904) 491-7380 or (800) 789-6673

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**NASSAU COUNTY
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PO Box 1010
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County Attorney

MIKE MAHANEY
County Administrator

July 27, 2006

Mr. Ken Reecy, Community Program Manager
Florida Communities Trust
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

RE: FCT Project Number: 04-026-FF4
FCT Project Name: American Beach Historic Park
FCT Recipient: Nassau County

Dear Mr. Reecy:

The acquisition activities for the project referenced above complied with all Nassau County's land acquisition procedures which are consistent with Rule 9K-8, F.A.C. The Nassau County's land acquisition procedures are substantially similar to the Trust's procedures.

Sincerely,

Mike Mahaney
Nassau County Administrator

(904) 491-7380 or (800) 789-6673

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Florida Communities Trust

05 AUG 16 PM 4:40

RECEIVED
COUNTY COORDINATORS
OFFICE

August 8, 2005

Mike Mahaney, County Administrator
Nassau County
220 Nassau Place
Yulee, Florida 32097

RE: Management Plan
American Beach Historic Park
FCT Project No. 04-026-FF4

Dear Mr. Mahaney:

Thank you for submitting your management plan revisions to Florida Communities Trust (FCT). We have reviewed these revisions, found they adequately address the issues identified in our May 16, 2005 comment letter, and have approved the revised plan.

Now that land management is the focus of this project, it may be appropriate to designate a new local government key contact having direct responsibility for both site management and the annual stewardship report. If another key contact is designated, please notify FCT of the change, in writing, as soon as possible.

Thank you for responding to our recommendations in a timely manner. If you have any questions concerning this matter, please contact Hank Vinson at (850) 922-1706.

Sincerely,

Grant Gelhardt
Environmental Administrator

GG/hv

cc: Susan Grandin, Trust for Public Land

RECEIVED

FEB - 1 2006

Project: American Beach Historic Park
Project #: 04-026-FF4
Parcel #: TPL-Nelson

Contract #: _____
Property Tax LD.#: 5500-00-30-010C-0002-
0040; 5500-00-30-010C-0002-050; 5500-00-30-
010C-0002-060

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this 31st day of July 2006, between **THE TRUST FOR LAND**, a California Non-Profit Corporation, as ("Seller"), whose address is 306 North Monroe Street, Tallahassee, Florida 32301 and the **FLORIDA COMMUNITIES TRUST**, a nonregulatory agency within the Department of Community Affairs, ("Acquiring Agency") whose address is 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, and **NASSAU COUNTY**, a political subdivision within the State of Florida, ("Local Government"), whose address is 220 Nassau Place, Yulee, Florida 32097. Acquiring Agency and Local Government will be collectively referred to as ("Purchaser").

1. **GRANT OF OPTION.** Seller hereby grants to Purchaser the exclusive option to purchase the real property located in Nassau County, Florida, described in Exhibit "A", together with all improvements, easements and appurtenances ("Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding upon execution by the parties but exercise of the option is subject to approval by Purchaser and is effective only if Acquiring Agency and Local Government give written notice of exercise to Seller. Purchaser and Seller acknowledge that the Seller is not the current owner of the Property, but holds an option to purchase the Property. Consequently, this Option Agreement, and the party's obligations hereunder, are contingent upon the Seller acquiring marketable title to the Property.

2. **OPTION TERMS.** The option payment is \$100.00 ("Option Payment"). The Option Payment, in the form of a state warrant, will be forwarded to Seller upon its receipt by Acquiring Agency from the Comptroller of the State of Florida. The option may be exercised during the period beginning with the Purchaser's approval of this Agreement and the Acquiring Agency's governing body granting project plan approval in accordance with Rule 9K-8.011, Florida Administrative Code, and ending on October 31, 2006 ("Option Expiration Date"), unless extended by other provisions of this Agreement. In the event Acquiring Agency's Purchase Price (as hereinafter defined in paragraph 3.A) or Local Government's Purchase Price (as hereinafter defined in paragraph 3.A) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller.

3.A. **TOTAL PURCHASE PRICE.** The total purchase price ("Total Purchase Price") for the Property is ONE MILLION THREE HUNDRED THOUSAND and no/100 Dollars (\$1,300,000.00) which, after reduction by the amount of the Option Payment, will be paid by Acquiring Agency and Nassau County at closing. Seller hereby authorizes Acquiring Agency to issue a state warrant directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Total Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Total Purchase Price presumes that the Property contains 0.31 total acres, more or less, to be confirmed by the Survey, as provided in paragraph 5. The determination of the final Total Purchase Price can only be made after the completion and approval of the survey required in paragraph 5. This Agreement is contingent upon approval of Total Purchase Price by Purchaser and upon confirmation that the Total Purchase Price is not in excess of the final maximum approved purchase price of the Property as determined in accordance with Rule 9K-8.007, Florida Administrative Code ("Maximum Approved Purchase Price").

June 5, 2006
04-026-FF4

The Total Purchase Price shall be paid to Seller as follows: Acquiring Agency shall pay \$1,225,000.00 of the final adjusted Acquiring Agency's Purchase Price for the Property as determined in accordance with paragraph 3.B., which after reduction by Acquiring Agency of the Option Payment, will be paid to Seller by state warrant at closing. Nassau County shall pay \$75,000.00 of the Total Purchase Price for the Property, as determined in accordance with paragraph 3.B., will be paid to Seller by check at closing.

Acquiring Agency and Nassau County agree that Nassau County shall take fee simple title to all of the Property at the closing. Conveyance of the Property in fee simple from Seller to Nassau County will take place at the closing ~~in accordance with the provisions of this Agreement. Should the funds for acquisition not be available~~ for any reason, Purchaser or Seller may elect to terminate this Agreement by written notice to the parties without liability to any party.

This Agreement is also contingent upon the Local Government requesting and receiving an increase in the amount of the grant award from the governing board of the Acquiring Agency in an amount sufficient to close in accordance with this Agreement.

3.B. . ADJUSTMENT OF TOTAL PURCHASE PRICE. If, prior to closing, Acquiring Agency determines that the Total Purchase Price stated in paragraph 3.A. exceeds the final Maximum Approved Purchase Price of the Property, the Total Purchase Price will be reduced to the final Maximum Approved Purchase Price of the Property. Upon determination of the final adjusted Total Purchase Price, Acquiring Agency's Purchase Price and Local Government's Purchase Price will be determined and adjusted in accordance with paragraph 3.A. If the final adjusted Total Purchase Price is less than 100% of the Total Purchase Price stated in paragraph 3.A. because of a reduction in the Maximum Approved Purchase Price of the Property, Seller shall, in his sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to Acquiring Agency and Local Government of his election to terminate this Agreement within 10 days after Seller's receipt of written notice from Acquiring Agency of the final adjusted Total Purchase Price. In the event Seller fails to give Acquiring Agency and Local Government a written notice of termination within the aforesaid time period from receipt of Acquiring Agency's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Total Purchase Price stated in paragraph 3.A.

4.A. ENVIRONMENTAL SITE ASSESSMENT. Seller shall, at Seller's sole cost and expense and at least 30 days prior to the Option Expiration Date, furnish to Local Government and Acquiring Agency an environmental site assessment of the Property, 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. For purposes of this Agreement "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 4.B.). 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. The environmental site assessment shall be certified to Purchaser and the date of certification shall be within 90 days before the date of closing. Acquiring Agency shall reimburse Seller for the Acquiring Agency approved cost of the environmental site assessment, not to exceed \$8,500.00 upon Seller's submission of the necessary documentation to Acquiring Agency which evidences payment in full of the environmental site assessment costs by Seller. This reimbursement is contingent upon a sale of the Property to Purchaser.

5. SURVEY. Seller shall, at Seller's sole cost and expense and not less than 35 days prior to the Option

Expiration Date, deliver to Local Government and Acquiring Agency a current boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida, which meets the standards and requirements of Acquiring Agency ("Survey"). It is Seller's responsibility to ensure that the surveyor contacts the Acquiring Agency regarding these standards and requirements and the cost of the Survey prior to the commencement of the Survey. The Survey shall be certified to Purchaser and the title insurer and the date of certification shall be within 90 days before the date of closing, unless this 90 day time period is waived by Purchaser 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 Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect. Acquiring Agency shall reimburse Seller for ~~the Acquiring Agency approved cost of Survey, not to exceed \$9,500.00 upon Seller's submission of the~~ necessary documentation to Acquiring Agency, which evidences payment in full of the Survey costs by Seller. This reimbursement is contingent upon a sale of the Property to Purchaser.

6. **TITLE INSURANCE.** Seller shall, at Seller's sole cost and expense and at least 35 days prior to the Option Expiration Date, furnish to Purchaser a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company, approved by Acquiring Agency, insuring marketable title to the Property in the amount of the Purchase Price. Seller shall require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens. Acquiring Agency shall reimburse Seller for Seller's cost for the owner's title insurance policy required hereunder. Acquiring Agency's reimbursement shall not exceed an amount which is equal to the minimum promulgated rate permitted by the Florida Insurance Commissioner's rules and regulations. Acquiring Agency shall not be required to reimburse Seller until Seller has submitted the necessary documentation to Acquiring Agency which evidences payment in full of the title insurance cost by Seller and until the final owner's title insurance policy has been received and approved by Acquiring Agency. This reimbursement is contingent upon a sale of the Property to Purchaser.

7. **DEFECTS IN TITLE.** If the title insurance commitment or survey furnished to Purchaser pursuant to this Agreement discloses any defects in title which are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefore, including the bringing of necessary suits. If Seller is unsuccessful in removing the title defects within said time or if Seller fails to make a diligent effort to correct the title defects, Purchaser shall have the option to either: (a) accept the title as it then is with no reduction in the Total Purchase Price, (b) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

8. **INTEREST CONVEYED.** At closing, Seller shall execute and deliver to Local Government a statutory warranty deed in accordance with Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the opinion of Purchaser and do not impair the marketability of the title to the Property. The grantee in Seller's Warranty Deed shall be Nassau County.

9. **PREPARATION OF CLOSING DOCUMENTS.** Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, and 380.08(2), Florida Statutes. Seller shall prepare the deed described in paragraph 8. of this Agreement, Seller's closing statement, the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit. The deed, title, possession and lien affidavit and environmental affidavit shall be prepared on

Acquiring Agency forms which will be provided by Acquiring Agency. Acquiring Agency shall prepare Purchaser's closing statement. All prepared documents shall be submitted to Local Government and Acquiring Agency for review and approval at least 30 days prior to the Option Expiration Date.

10. **PURCHASER REVIEW FOR CLOSING.** Purchaser will approve or reject each item required to be provided by Seller under this Agreement within 30 days after receipt by Purchaser of all of the required items. Seller will have 30 days thereafter to cure and resubmit any rejected item to Purchaser. In the event Seller fails to timely deliver any item, or Purchaser rejects any item after delivery, Purchaser may in its discretion extend the Option Expiration Date.

~~11. **EXPENSES.** Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 8. of this Agreement and any other recordable instruments which Purchaser deems necessary to assure good and marketable title to the Property.~~

12. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at closing. In the event the Local Government acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the Local Government acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

13. **CLOSING PLACE AND DATE.** The closing shall be on or before 15 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any other documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within 60 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by Purchaser.

14. **RISK OF LOSS AND CONDITION OF REAL PROPERTY.** Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to the Local Government in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. However, in the event the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property.

15. **RIGHT TO ENTER PROPERTY AND POSSESSION.** Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with the this Agreement. Seller shall deliver possession of the Property to the Local Government at closing.

16. **ACCESS.** Seller warrants that there is legal ingress and egress for the Property over public roads or valid, recorded easements that benefit the Property.

17. **DEFAULT.** If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each

Management Plan
for the
American Beach Historic Park
Nassau County, Florida
FCT Project Number 04-026-FF4

Nassau County, Florida
Board of County Commissioners

July 12, 2005

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SECTION I - INTRODUCTION

The American Beach Historic Park is comprised of 1.64 acres of coastal property located in American Beach, Amelia Island, Nassau County Florida. The property contains Evans' Rendezvous, a former beach club and night spot considered to be a contributing structure to the American Beach Historic District. The Nassau County Board of County Commissioners and the Trust for Public Land have worked together to acquire the property to place it under the protection of public ownership in order to provide a cultural resource of local and regional significance for county residents and visitors.

Grant funding from the Florida Communities Trust is being used to acquire the American Beach Historic Park project site. This plan was developed to meet the management plan requirements of the Florida Forever program and the Florida Communities Trust, to ensure that the property will be developed in accordance with the FCT Grant Award Agreement (Agreement #04-026-FF4) and in furtherance of the purposes of the grant application.

A. **Location and Ownership**

The property is located south of Lewis Street, east and west of Gregg Street, at the "crossroads" of the community of American Beach (See Location Map). Three beachfront parcels, one containing the Evans' Rendezvous building and another containing a small hotel are now owned by the Trust for Public Land. Three parcels located immediately west of Gregg Street are now owned by Tony D. Nelson and will be the focus of the second phase of acquisition for the project.

B. **Background Information**

American Beach is one of the most unique historically African-American communities in the United States. Founded by Florida's first black millionaire, Abraham Lincoln Lewis and his Afro-American Life Insurance Company with the purchase of approximately 200 acres of beachfront land in 1935, the town was established as one of the first communities of African-American homeowners and businessmen in the state. Over time, American Beach became a primary destination for vacationing African-Americans from around the country, hosting famous visitors like writer Zora Neal Hurston, heavyweight champion Joe Louis, entertainers Cab Calloway and Ray Charles and civil rights leader A. Philip Randolph, to name a few. More importantly, the beach town became a destination and refuge for thousands of ordinary African-American families seeking respite from social structures of the day that seemed intent on denying them the most basic of civil rights. Advertisements for American-Beach in the

days before the national civil rights movement offered its visitors "relaxation and recreation without humiliation."

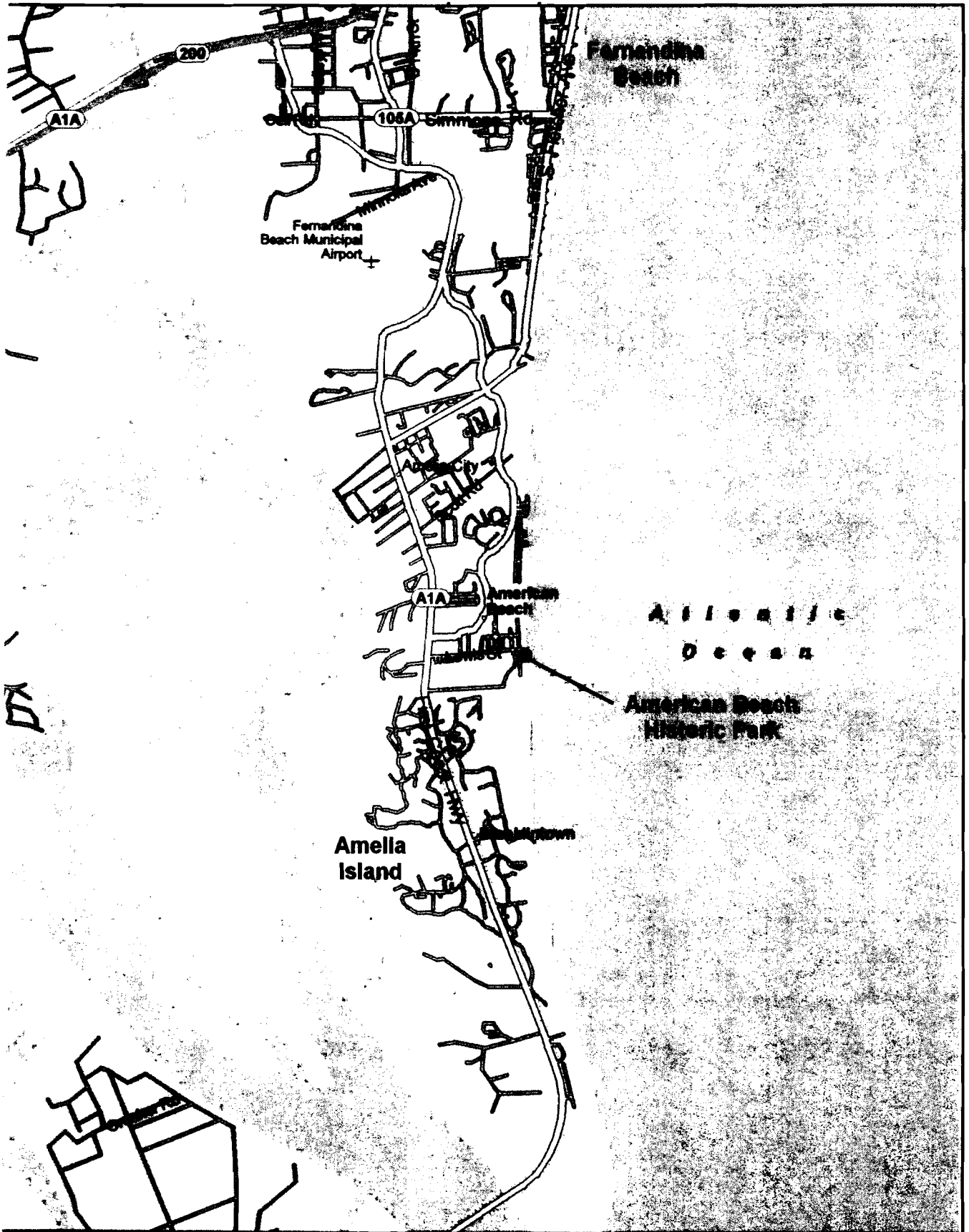


Figure A Page 2

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Evans' Rendezvous held central importance in the social fabric of the town of American Beach as an attraction and social center for vacationers and visiting college students, from its construction in 1948 until it closed in the late 1980s. The former Rendezvous was a wooden structure that was destroyed in a fire and was then relocated to the present site. The business included a restaurant, bar and nightclub, restrooms, beach concession, housed in the Rendezvous building, and hotel rooms in a small motel next door. Although in poor condition today, Evans' Rendezvous undoubtedly holds a special place in the memories of thousands of visitors as the place to "see and be seen" during leisurely summer visits to American Beach. The National Historic District designation of American Beach recognized Evans' Rendezvous as an important contributing structure in the cultural landscape commemorated by the designation.

SECTION II – PURPOSE

A. Purposes for Acquisition

American Beach Historic Park has been acquired to save a significant piece of Florida's most unique African-American community. Without the protection of public ownership, this property would inevitably disappear under high density commercial and residential development. Protection and restoration of a small portion of beach dune natural community, and preserving a connection of public ownership from the ocean to NaNa dune, which has now been incorporated into the Timucuan National Ecological and Historic Preserve, are secondary, yet equally significant purposes of the project

The American Beach Historic Park will be managed only for the conservation, enhancement and protection of its cultural and natural resources and for public interpretation and outdoor recreation that is compatible with the preservation and enhancement purposes of the acquisition.

B. Management Objectives

Nassau County's management objectives for this project are:

1. Organize public use of the beachfront parcel and access to the beach while protecting the beach dune natural community.
2. Stabilize the Evans' Rendezvous building and renovate it to support public interpretation, recreation and social event uses, and to provide a source of revenue for management of the park, if feasible.
3. Provide a focus for the preservation, enhancement and interpretation of the American Beach National Historic District and secure a central public open space within a potential high-density development.
4. Restore native vegetation to degraded portions of the beach dune community, and buffer the public use facilities with native landscaping.
5. Explore adaptive reuse of the small motel building for ancillary purposes to the Rendezvous.

C. Comprehensive Plan Conformance

Public acquisition of the park furthers the following major Nassau County Comprehensive Plan Directives:

Future Land Use Element Objective 1.04B – to collaborate with the Department of State, Division of Historic Resources in the protection of historic and archaeological resources.

Coastal Management Objective 5.01 – to increase public beach access.

Coastal Management Element Objective 5.02 – to protect, conserve and enhance the remaining barrier dunes and strive to restore altered beaches.

Coastal Management Element Objective 5.09 - to include in acquisitions coastal lands vulnerable to hurricane impacts and to protect, enhance and restore the environmental quality of the coastal area.

Coastal Management Element Objective 5.14 – to preserve and, where possible, adaptively reuse historic resources.

Conservation Element Objective 6.05 - to acquire environmentally sensitive land and to conserve and protect wildlife habitat and native plant communities.

Recreation and Open Space Element Objective 7.01 - to pursue grant funding to increase park and recreation areas and to establish multi-use recreation areas, trails networks and greenways connections, where feasible.

In addition, the park site lies within the designated Coastal High Hazard Area and within Flood Zones VE and AE (see Master Site Plan). Purchase for park and open space purposes contributes to the County's mitigation strategy, by eliminating the potential for residential and commercial development of the property in the future.

Nassau County will amend the future land use classification for the property to parks and conservation land use on the next Comprehensive Plan cycle following its acquisition of the property. At that time, the zoning designation for the park will be amended to the appropriate classification for the proposed public park uses.

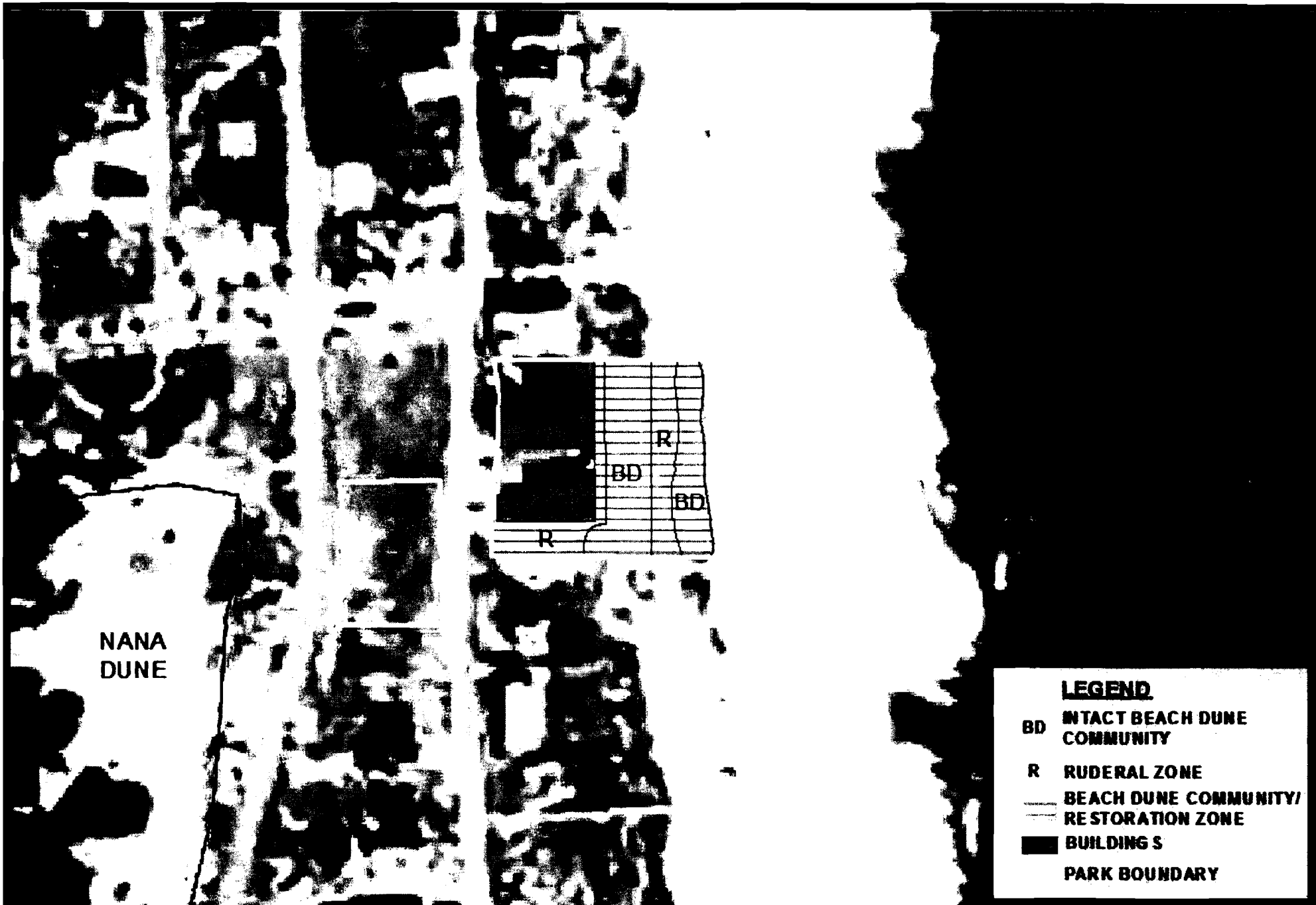


FIGURE B
AMERICAN BEACH HISTORIC PARK
NATURAL COMMUNITIES MAP

NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
JULY, 2005



SECTION III – Natural Resources

C. Natural Communities

BEACH DUNE (0.5 ac.)

The easternmost part of the park property includes approximately 0.77 acre of beach dune natural community, a community that is considered imperiled in Florida (see Natural Communities Map). Typical beach dune plant species include beach cordgrass, sand spur, dune or bitter panic grass, railroad vine, beach morning glory, seashore paspalum, beach elder, dune sunflower, sea purslane, and sea rocket. Animals found to inhabit the community may include ghost crab, six-lined racerunner, kestrel, red-winged blackbird, savannah sparrows, beach mouse, and raccoon. The seaward face of the community is also the primary nesting and resting habitat for numerous shorebirds and nesting area for marine turtles.

The condition of this natural community is good, with the exception of a footpath running perpendicular to the dune, and a vehicle track running parallel to the dune line, in front of the historic buildings. This track is caused by the traditional practice of driving behind the dune, at extreme tides, from the beach access ramp located just north of the property at the end of Lewis Street. A second vehicle track eastward of the primary dune must remain open to allow emergency vehicle access to the beach areas south of the Lewis Street ramp.

Management of the beach dune community will begin with the prohibition of driving automobiles along the back-dune jeep trail. Construction of vehicle barricades at each end of the property and the installation of signs, and other efforts to inform the public will be necessary before an active restoration program for the community can begin. Construction of an elevated boardwalk to provide beach access from a parking area located west of the beach dune community will protect the sea oats and other vegetation from foot traffic. These structural improvements should be followed by backfilling of any severely eroded areas with beach quality sand, and planting with sea oat seedlings. These actions will begin the process of restoring the natural community to excellent condition.

B. Invasive Exotic Plants

No invasive exotic plant species are identified on the American Beach project site. County staff will monitor the condition of the beach dune community and landscaped areas. Any invasive exotic plants will be removed as they occur. The objective of the exotic plant management program will be the elimination of invasive exotic vegetation and the maintenance of a diverse association of native vegetation. Staff will use the Exotic Pest Plant Council's list of Florida's Most Invasive species in identifying exotics at the park. A copy of the list is provided in Appendix A of this plan.

C. Upland Restoration

The degraded areas of the beach dune natural communities will be restored during the first year of management by Nassau County by excluding vehicles from the back-dune track and pedestrian traffic from crossing the dunes, backfilling eroded areas as needed, and planting of sea oats. The area needing this treatment amounts to approximately 22,000 s.f. (see Master Site Plan).

D. Feral Animal Program

Feral cats occupy the park property at this time. During the first year of management, County staff or Cats Angels will live-trap the cats and assure that they have been spayed or neutered. A program will be established to inform adjacent residents of the problem of feral animals and the County's policy to discourage their residence in the park property.

E. Listed Plant Species

Prickly pear cactus is the single listed plant species currently found on the site, located behind the primary dune line in the beach dune natural community. Protection of the beach dune community from vehicle and foot traffic will serve to enhance the habitat for this species.

F. Listed Animal Species

Listed shorebirds including Black Skimmer, Least Tern, Caspian Tern, Royal Tern and Sandwich Tern, Piping Plover and American Oystercatcher use the beaches of Amelia Island for resting, foraging and nesting. There is no recorded evidence of nesting at the park site, but resting and foraging birds of several of these species have been sited here. Management techniques to protect the habitat will include enforcement of state laws regarding wildlife protection and education of visitors through interpretive graphics to reduce disturbances to the animals. The beach at Amelia Island is nesting habitat for the Atlantic loggerhead sea turtle. County staff will coordinate with the Florida Fish and Wildlife Commission (FWC) and local turtle watch organizations to identify and install regulatory notices at any sea turtle nest locations as they occur. The County will also coordinate with the FWC on the design and construction of all new or restored beachside structures to protect and enhance sea turtle nesting habitat.

Potential listed animal species on the site include Cooper's Hawk, Merlin, Arctic Peregrine Falcon, Bald Eagle and Brown Pelican. Due to the wide ranging habits of these birds and the small size of the project site, no active management for these species is needed. Although Eastern Indigo Snake is noted as a potential species for this site, again, the limited size of the area and extent of surrounding development make it an unlikely inhabitant. The property is not located within a Strategic Habitat Conservation Area identified by the FWC.

Management of the listed animal species that utilize the park is being coordinated with the FWC. Technical support, advice, and assistance with enforcement of wildlife protection regulations will be requested by the County, as needed.

G. Natural Communities Inventory and Monitoring

During the first year after acquisition of the property by Nassau County, a biological inventory of the beach dune community will be conducted by county staff or qualified volunteers. The inventory will be updated once each year in preparation for the required annual stewardship report. County staff will monitor the condition of the dune community and progress of restoration plantings as frequently as necessary to assure that public uses are being managed to protect and enhance the natural community's condition.

Appendix A contains copies of the Florida Natural Areas Inventory (FNAI) species report forms for plants and animals. Any occurrence of listed plants or animals will be recorded and sent to FNAI.

H. Greenways

Due to the extent of residential and resort development surrounding American Beach, there is no continuous ecological greenway connection to the site. NaNa Dune is a large relict dune located immediately west of the park that is included in the National Park Service's Timucuan Ecological and Historic Preserve (see Natural Communities Map and Master Site Plan). The County's management to enhance the beach dune natural community and to landscape the park area with native plantings will serve, in a small way, to connect habitat areas from the Atlantic beach to the dune and the maritime hammock community to the west.

SECTION IV – CULTURAL RESOURCES

A. Archaeological and Historical Resource Inventory and Protection

The presence of prehistoric cultural resources on the American Beach Historic Park is unlikely, given its location and the extent of development activities that have occurred here during the 20th Century. A reconnaissance level archaeological survey will be performed during the first year of management by the County to assure that prehistoric resources, if present, are identified and protected. The management of any discovered prehistoric resources and of the historic structures on the property will be coordinated through direct communication with the Department of State, Division of Historical Resources (DHR). Any significant prehistoric resources that may be discovered will be reported to the Division and protected and interpreted for the public. The collection of artifacts or the disturbance of archaeological or historic sites on the park will be prohibited unless prior authorization has been obtained from the Division. Management of cultural resources at the park will comply with the provisions of Chapter 267, Florida Statutes, specifically Sections 267.061 (a) and (b).

The project includes two historic buildings that contribute to the American Beach Historic District. Evans' Rendezvous, the 6,500 s.f. masonry restaurant and dance hall building, and separate 3,000 s.f. two-story masonry and wood frame motel building were constructed in 1948, serving as a popular destination and social

center during the heyday of the American Beach resort era. The Rendezvous building has been vacant for several years. The motel building is vacant and in poor condition, particularly on the second floor, which is constructed of wood.

One or both of the buildings may be restored and adapted for park uses. Architectural and engineering studies, performed by professionals licensed by the State of Florida, are necessary to evaluate the structural conditions, costs and suitability of the buildings for uses as an interpretive center, meeting space, food service, and as a beachfront pavilion and wildlife observation platform. Building surveys by qualified architects, licensed by the State of Florida with experience in historic preservation, will be submitted to the DHR, and development of rehabilitation and protection plans will be done in collaboration with that agency. Restoration for adaptive reuse will follow the Secretary of the Interior's Standards for Historic Buildings. If it is determined by the County, its architectural consultants and DHR that these buildings are unsuitable for renovation, then they will be documented in compliance with the Secretary's Standards and demolished.

SECTION V – SITE DEVELOPMENT AND IMPROVEMENT

A. Existing Physical Improvements

The two buildings are the only physical improvements on the park property. As discussed above, the structures are in fair to poor condition, and architectural and structural engineering surveys will be conducted during the first year of management by Nassau County to determine their future use or disposition.

B. Proposed Physical Improvements

Nassau County has resolved to provide a cultural and recreational resource for residents and visitors at American Beach Historic Park. Park facilities needed to support this purpose include a beach pavilion, a dune boardwalk, interpretive facilities, a wildlife observation platform, landscaping and parking. As discussed above, the Evans' Rendezvous structure and adjacent motel may be adapted to these purposes, and could also provide space for food service and beach concession operations, an expanded interpretive program area, and space for meetings, weddings, family or class reunions or other social gatherings. The feasibility of adaptive reuse of the existing buildings will be determined during the first year of management by the County. If it is determined that the buildings cannot be reused, then they will be replaced with a large picnic pavilion, (approximately 2,000 s.f.).

An elevated dune boardwalk approximately 60 feet long will be constructed across the beach dune community. Interpretive and regulatory signage on the boardwalk will educate park visitors on the protected habitat and the need to avoid disturbances to resting shorebirds and sea turtle nests. If a wildlife observation platform cannot be incorporated in adaptive reuse of the existing buildings, then a deck approximately 100 s.f. in area will be included in the

boardwalk structure.

Potential impacts to the natural resources of the park will be minimized by the use of best management practices in the design, construction and maintenance of the park's facilities. Development of the park will be coordinated with the protection of listed plant and animal species by pre-design surveys of the proposed development sites and the careful location of improvements. Trash receptacles will be provided at necessary locations, such as the ends of the boardwalk and at the parking area.

Any proposed modification of the improvements discussed here or undertaking site alterations or physical improvements that are not addressed will be submitted for review in advance of the work to the FCT for approval.

C. Parking and Stormwater Facilities

Parking for up to 30 vehicles will be constructed on the three lots located west of Gregg Street (Priority 2 of the acquisition project). This location will have no impact on the natural features of the site. Pervious pavement will be constructed to minimize stormwater runoff. Any required stormwater retention areas or swales will be incorporated in a landscaping plan that provides wildlife habitat and serves as a visual and ecological connection between the park property and NaNa dune, located just west of Ocean Boulevard.

A sidewalk connection will be provided between the proposed handicapped parking area and the Rendezvous and the Motel Building. Bicycle racks will be installed at the parking area.

D. Landscaping

Approximately 0.5 acres of native landscape will be included in the development of the park. Located in the parking area and between Gregg Street and the proposed buildings, the plantings should serve to enhance the aesthetic appeal of the area, direct visitors toward the facilities, and provide a vegetative link between the beach dune community and NaNa Dune to the west of the parking area. Sea Oats, Muehlenberg Grass, Railroad Vine, Beach Morning Glory, Seashore Paspalum, Dune Sunflower, Sea Purslane, and Sea Rocket are potential groundcover species. Sabal Palms should be included in the planting design to provide some shading and vertical elements to the design.

E. Acknowledgement Sign

A sign at least 2' x 3' in size will be installed at the entrance to the proposed parking area. The sign will inform visitors that the property has been purchased by Nassau County with funds from the Florida Communities Trust, and will include the FCT logo and the year the site was acquired. Acknowledgement of the Trust for Public Land will also be included on the sign.

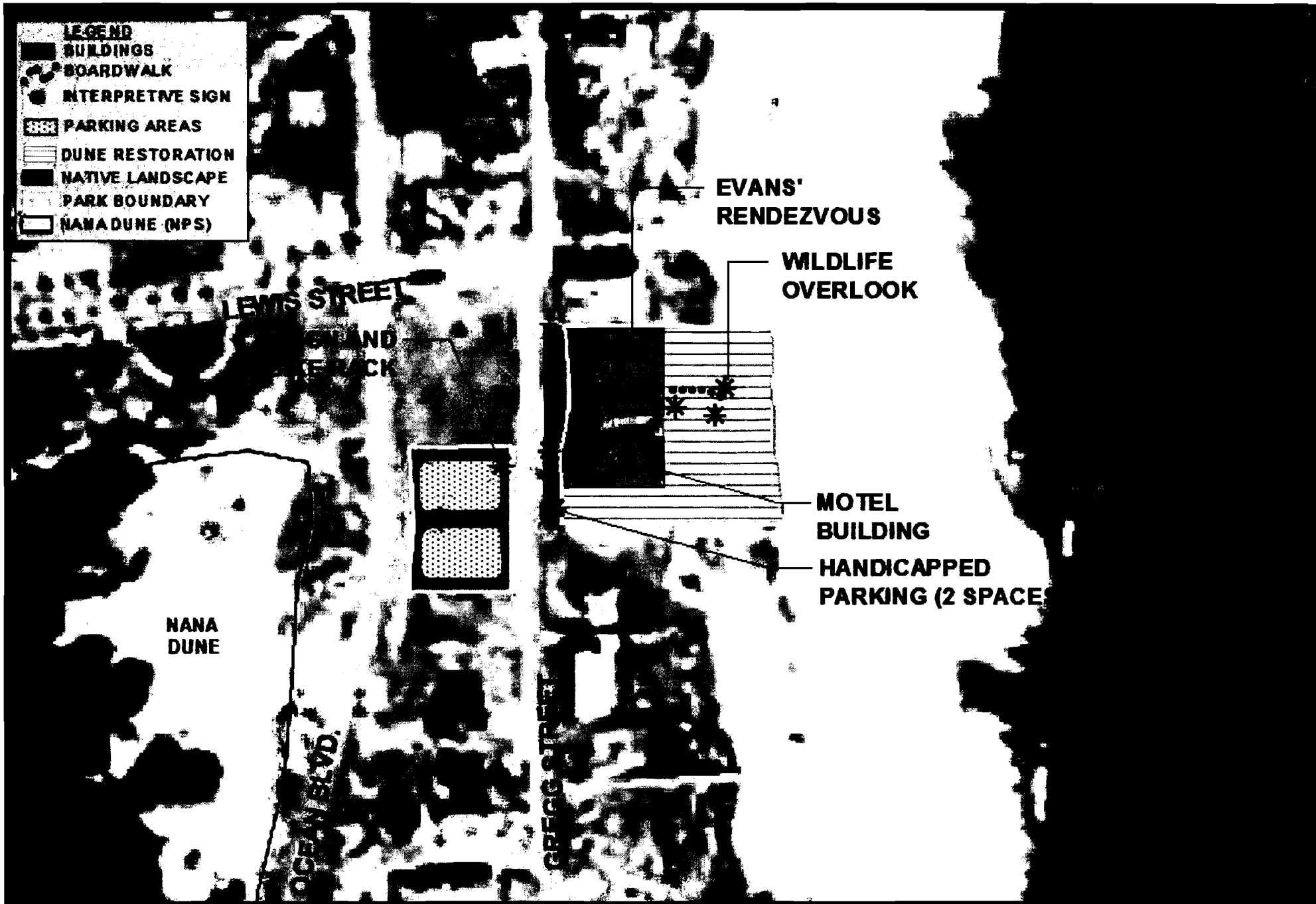


FIGURE C
AMERICAN BEACH HISTORIC PARK
MASTER SITE PLAN

NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
JULY, 2005



F. Hazard Mitigation

Avoiding the potential high-density development of this property serves to implement the County's Local Mitigation Strategy. If the existing structures are adapted for park uses, the engineering of those improvements will include structural elements that enhance resistance to high winds, heavy rains and storm surge. If the buildings are replaced, the new structures will be designed to withstand hurricane-force winds and storm surge.

G. Permits

Florida Department of Environmental Protection Coastal Construction, St. John's River Water Management District stormwater management and Nassau County building permits will be required for this development.

H. Easements, Concessions and Leases

There are no existing easements, concessions or leases attached to the property at this time. Concession agreements for the operation the park to generate revenue for its support will be considered by Nassau County as development of the park proceeds. The County will provide FCT 60-days prior written notice and information regarding any lease of any interest, the operation of any concession, any sale or option, the granting of any management contracts, and any use by any person other than in such person's capacity as a member of the general public. No document will be executed without the prior written approval of FCT. All fees or other revenues from the park will be placed in a segregated account solely for the upkeep and maintenance of the park.

SECTION VI – EDUCATION PROGRAMS

A. Education Signs and Programs

Four interpretive signs will be placed at appropriate locations at the park (see Master Site Plan). The signs will inform visitors about the history of American Beach, the role that Evans' Rendezvous played in the community's resort period, the importance and sensitivity of the beach dune natural community and the County's efforts toward its restoration, and the listed birds and sea turtles that depend on an undisturbed beach habitat.

B. Museum and Interpretive Center

Nassau County has plans to develop an American Beach community center several blocks to the northwest of the park. Duplication of the programs provided there will be avoided in the design of programs for the park. If the Evans' Rendezvous building can be rehabilitated for public uses, then museum and interpretive center space should focus on the specific natural and cultural resources of the park. If the existing structures cannot be adapted to new uses, then a formal museum program will not be offered at the park.

At least 12 regularly scheduled educational programs will be offered each year at American Beach Historic Park. Programs will be provided by County Staff, volunteers and guest speakers. Any revenues collected through education

programs at the park will be placed in a segregated account and will only be used for upkeep of the park. County staff will update FCT on the various educational activities and revenues collected at the park through its annual stewardship report.

SECTION VII – MANAGEMENT NEEDS

A. Management Coordination

The National Park Service has received the donation of NaNa Dune as an addition to the Timucuan National Ecological and Historic Preserve. Although planning for the parcel has not commenced, it is unlikely that public facilities will be provided on the parcel in the future. Nassau County will coordinate its management of the park with the management of the adjacent conservation land through its collaboration in the NPS planning process and incorporation of interpretive information about the preserved dune in the programs of the park.

County staff will coordinate protection of sea turtle nesting and shorebird habitat along the beachfront with the FWC and the local Turtle Watch volunteer organization. Other resource management activities will be coordinated with the American Beach Property Owners Association and the managers of the Amelia Island Plantation.

B. Maintenance

Regular facilities maintenance, patrol, and trash collection at the site will be the responsibility of the Nassau County Parks Department.

C. Security

There will be no admittance to the park until it is developed and staffed. The Nassau County Sheriff's Department will provide surveillance and law enforcement authority at the property as needed.

D. Staffing

The County Parks and Recreation department, or its agent, will be staffed to manage all units in the park system. Volunteer support to help provide public access, interpretive and educational activities, and resource management assistance will be encouraged. Members of the A.L. Lewis Historical Society, the American Beach Property Owners Association, the Audubon Society, the Sierra Club and other organized groups and individuals may provide valuable assistance in operation, interpretation and resource enhancement activities at this site.

County staff, contract labor and volunteer labor will be assigned to tasks such as exotic plant monitoring and removal, and restoration of native vegetation.

E. Trail Network

American Beach is the first site designated as a destination on the Florida Black Heritage Trail by the Legislature's Study Commission on African-American History in Florida and the Florida Division of Historical Resources. The Florida

Black Heritage Trail is a network of African-American landmarks and legacies located throughout the state. The publication *Florida Black Heritage Trail*, now produced by the John G. Riley Center/Museum for African-American History and Culture, provides information and directions to the designated sites, buildings and other points of interest significant in black history that should be preserved and promoted as tourist attractions.

There is no established bicycle or pedestrian trail network connecting to the American Beach Historic Park. Sidewalks and roadways in American Beach do lend themselves to bicycle pedestrian circulation, however, and guided tours of the community have been provided by Ms. MaVynee Betsch for many years. The creation of the historic park will enhance these trail activities by providing a convenient trailhead and interpretive materials to interested visitors.

The Florida Department of Environmental Protection, Office of Greenways and Trails is coordinating plans for the Florida Circumnavigation Saltwater Paddling Trail. The northeastern Florida segment of the trail passes along the American Beach shoreline, and development of this park will provide an interesting stopping point along the saltwater trail.

SECTION VIII – COST ESTIMATES AND FUNDING SOURCES

The cost estimates shown in Table 1 are a preliminary estimate. They are based on current market costs and estimated quantities for the resource management program and public access improvements outlined in this plan. The estimate assumes that the County will select private contractors for exotic plant monitoring and removal and dune restoration planting, and for the design and construction of public facilities. These costs may be significantly reduced by use of County staff and volunteer labor to accomplish the work, where appropriate.

The authors have attempted to provide the best estimate possible based on the information at hand, and the level of planning completed. Some adjustments in these estimates may be necessary as more detailed plans are developed. Over time, market conditions and prevailing rates of inflation in the general economy may act to increase or decrease actual costs for contract services and construction.

Operations, staffing and maintenance funds for the park will come from the County Parks Department budget. Historic preservation grants and recreational development grants from the Florida Department of State and Florida Department of Environmental Protection, respectively, will be sought for renovation of the historic buildings, beach access facilities and interpretive and educational programs of the park. Additional funds may be acquired from grants and donations of cash, materials or labor by local businesses and citizens.

Currently, the American Beach Property Owners Association has filed a request with U.S. Senators Nelson and Martinez for a special appropriation for the

Rendezvous restoration project. The request also enjoys the support of the local Congresspersons: Representatives Brown and Crenshaw.

Two alternative development plans have been outlined above. One scenario would adapt and reuse the Evans' Rendezvous building and perhaps the motel for the new public uses proposed by the County. The second scenario would remove the historic buildings and construct a large pavilion in their place. An organized fundraising effort will be needed to acquire the necessary finances if the buildings can be rehabilitated for the proposed uses. Donations from private citizens, businesses and national organizations must be pursued in order to provide the matching funds required by a variety of state and federal community development and historic preservation grant programs. The cost to renovate the historic buildings, if it is feasible, will be considerably greater than the cost to construct a new beach pavilion. However, the preservation of Evans' Rendezvous as a contributing structure within the National Historic District and as an example of the enterprising spirit that made this community a unique place in Florida's cultural landscape must be carefully considered in the evaluation of the development alternatives presented here.

SECTION IX – PRIORITY SCHEDULE

The following list summarizes the management activities set forth in this management plan, in priority order. Figure D represents the management activities in a graphic timeline format, beginning with the date of acquisition of the property by Nassau County. The County's schedule of activities is subject to adjustment, as that schedule depends on the availability of funding, staffing and inter-governmental assistance for the management of the project site.

1. Inventory beach dune community plant and animal species.
2. Conduct reconnaissance level archaeological survey.
3. Contract architectural/structural evaluation of historic buildings.
4. Develop and implement exotic plant and feral animal monitoring and removal plan.
5. Implement beach dune restoration project.
6. Amend comprehensive plan and zoning designations.
7. Conduct grant and other fundraising activities.
8. Design and permit facilities.
9. Construct and begin maintenance of public facilities.
10. Begin regular education and interpretive programs.

**TABLE 1
AMERICAN BEACH HISTORIC PARK
ESTIMATED MANAGEMENT AND DEVELOPMENT COSTS**

1. Resource Management*		
Plant/Animal Surveys and Mapping		\$1,500.00
Archaeological survey		2,500.00
Beach Dune Community Restoration		2,500.00
Historic Building Structural Assessment		<u>20,000.00</u>
Total		\$26,500.00
2. Public Access Improvements**		
Historic Building Rehabilitation		\$750,000.00
Beach Pavilion, 2,000 s.f. (alternate for building rehab.)		150,000.00
Boardwalk and Deck (60 l.f./100 s.f.)		20,000.00
Interpretive signs (4)		2,000.00
Bicycle rack		500.00
Parking area (30 cars)		20,000.00
Entrance sign		<u>800.00</u>
Total w/building rehabilitation		\$793,300.00
Total w/new building construction		\$193,300.00
3. Annual Maintenance/Operations Costs*		
Utilities		\$5,000.00
Insurance		\$10,000.00
Resource Management (Monitoring, exotic plant eradication)		\$1,000.00
Routine facilities maintenance		6,000.00
Educational and Interpretive Programs		<u>3,000.00</u>
Total Annual Operational Costs		\$25,000.00

* Funding Sources: County Parks Division Operations Budget, DHR Grants Programs, Federal Appropriation, Donations.

** Funding Sources: County and Parks Division Capital Improvements Budget, DHR Grants, DEP Grants, Federal Appropriation Volunteers and Donations.

SECTION X – MONITORING AND REPORTING

A. Annual Stewardship Report

An Annual Stewardship Report, due on January 30th each year, will be compiled by County staff and submitted to the FCT. The Annual Report will include a review of the provisions of this management plan and will serve to update the resource inventories for the property on file with the FCT. To provide an annual progress assessment, the Annual Report will provide numerical descriptions, where possible, of progress made in meeting the management objectives of this plan, such exotic plant removal, native plant restoration, etc. County staff will forward listed species information to the Florida Natural Areas Inventory on appropriate forms, concurrently with filing the Annual Report. (See Appendix A.) The annual report will comply with the requirements of 9K-7.013, F.A.C. Through the annual reports or by separate correspondence, the County will request written approval from FCT before undertaking any site alterations or physical improvements that are not addressed in the approved management plan.

Figure D is the current projected timeline for the activities recommended by this management plan. The priority goals set forth in the plan are the resource enhancement elements. After the initial inventories of plant and animal species utilizing the site have been completed, annual monitoring surveys of plant and animal species will be instituted to help evaluate progress toward the goal of habitat restoration.

Development of public facilities, although important, is dependent on the availability of funding through the County Parks budget, Federal appropriation, grants or through private donation. The progress of appropriations through the County budgetary process and fund-raising activities and results will be included in the Annual Report. Once development funding has been acquired, progress through the design, permitting and construction processes will be reported on a percent-complete basis. After facilities are developed, the Conservation Lands Manager will estimate annual visitation and include a narrative summary of use of the project site by organized groups in the Annual Report.

B. Plan Updates and Modification

The Annual Stewardship Report will serve to update the management plan. Changes, if any, in the management regime or the conceptual development scheme described in this plan will be explained in detail in the annual reports.

Appendix A
FNAI Species Report Forms
FL Exotic Pest Plant Council
List of Exotic Plants

**FLORIDA NATURAL AREAS INVENTORY
FIELD REPORT FORM FOR RARE PLANTS**

Thank you for taking the time to complete and mail this form. Information from knowledgeable individuals such as yourself makes an important contribution to the FNAI Biological Conservation Database. If you need help with this form, or would like additional information, please call the FNAI Botanist at 850-224-8207.

Scientific name: _____ Common name: _____

Basis for identification/manual used: _____ Date(s) seen: _____

Photograph taken? _____ Specimen deposited at a herbarium? _____ Name of herbarium: _____

Quad name: _____ County: _____ Site or managed area name: _____ Directions

(please mark site on copy of USGS 7.5 minute quad map and attach to this form, or draw a detailed map on back of this page, or give GPS coordinates):

Describe the site where the plant was seen: habitat/plant community; topography; hydrology; dominant species in tree, shrub, and ground layers:

Estimated Size of Population (no. of individuals & size of area occupied):

Flowering? Yes__ No__ Fruiting? Yes__ No__ In bud? Yes__ No__ In leaf? Yes__ No__ Dormant? Yes__ No

Comments

Have you seen this species at the same location in the past? Yes__ No__ If yes, give dates: _____ If yes, describe changes, if any, to site and population since last visit

Are there disturbances or threats (e.g. vehicle use, trash dumping, fire suppression, exotic species invasion) to the population?

If yes, please describe: _____ Is there

evidence (e.g., fire breaks, scorching) of fire at the site? Yes__ No__ if yes, describe and give dates of recent fires, if known

Other useful information concerning the population, its ecological conditions, management history, management needs, names of individuals who might be helpful, etc.:

Your name: _____ Tel no.: _____ E-mail: _____

Address: _____

Please include any additional information on the back of this sheet. Please send this form to: Botanist, Florida Natural Areas Inventory, 1018 Thomasville Rd., Suite 200-C, Tallahassee, FL 32303. THANK YOU!

Scientific Name: _____
Common Name: _____
Basis for Identification: _____

County: _____
Date observed: _____
Investigator: _____

Location of Animal (please attach map and give specific directions; if possible, mark site on copy of USGS 7.5 minute topo map or draw detailed map on back of this page):

Describe habitat/plant community, list dominant species:

Extent of this habitat at site that may support animal (e.g., acres, miles) _____

Number of individuals (or nests, burrows, etc.) seen:

Estimated no. of individuals in population:

Age/population structure (adults, young, etc.) _____

Ecological/behavioral notes (e.g., reproductive stage, activity type, feeding, flying, nesting):

Have you seen this species at the same location in the past? Yes _____ No _____

If yes, please give date(s): _____ Previous condition: _____

Is there evidence of disturbance at the site? Yes _____ No _____

If yes, please describe:

Owner(s) of site: _____

Is owner protecting this animal? Yes ___ No _____

Conservation/Management

Needs _____

Comments (other useful information concerning this animal and site - e.g., names and addresses of individuals who might be helpful, publications, museum specimen numbers, etc.) _____

(please include any additional information on the back of this sheet.)

Additional forms may be obtained upon request. Please send completed field report forms to:

Submitted by: _____
Affiliation: _____
Address: _____
Phone: _____ Date: _____

Zoologist
Florida Natural Areas Inventory
1010 Thomasville Rd., Suite 200-C
Tallahassee, FL 32309 ph (904) 224-0207
Fax (904) 661-0004; dnai.org

** note: each form should include only one species, one locality, and one date

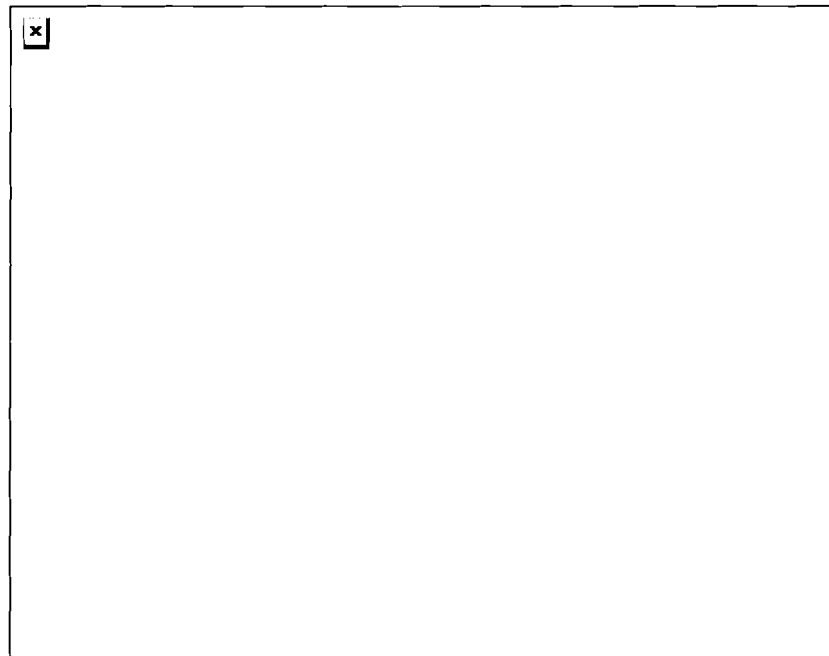
Florida Exotic Pest Plant Council's

2001

List of Invasive Species

Purpose of the List: *To focus attention on --*

- the adverse effects of exotic pest plants on Florida's biodiversity and ecosystems,
- the habitat losses from exotic pest plant infestations,
- the impacts on endangered species via habitat loss and alteration,
- the need to prevent habitat losses through pest-plant management,
- the socioeconomic impacts of these plants (e.g., increased wildfires in Melaleuca areas),
- changes in the seriousness of different pest plants over time,
- the need to provide information that helps managers set priorities for control programs.
-



DEFINITIONS: *Exotic*—a species introduced to Florida, purposefully or accidentally, from a natural range outside of Florida. *Native*—a species whose natural range included Florida at the time of European contact (1500 AD). *Naturalized exotic*—an exotic that sustains itself outside cultivation (it is still exotic; it has not "become" native). *Invasive exotic*—an exotic that not only has naturalized but is expanding on its own in Florida plant communities.

Abbreviations used:

for "Gov. list": P = Prohibited by Fla. Dept. of Environmental Protection, N = Noxious weed listed by Fla. Dept. of Agriculture & Consumer Services, U = Noxious weed listed by U.S. Department of Agriculture.

for "Reg. Dis.": N = north, C = central, S = south, referring to each species' current distribution in general regions of Florida (not its potential range in the state). See following map.

For additional information on distributions of particular species by county, visit the Atlas of Florida Vascular Plants web site, www.plantatlas.usf.edu

For other additional information on plants included in this list, see related links and pages at this web site on the [home page](#) menu.

Category I - Invasive exotics that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives. *This definition does not rely on the economic severity or geographic range of the problem, but on the documented ecological damage caused.*

Scientific Name	Common Name	EPPC Cat.	Gov. list	Reg. Dist.
<i>Abrus precatorius</i>	rosary pea	I		C, S
<i>Acacia auriculiformis</i>	earleaf acacia	I		S
<i>Albizia julibrissin</i>	mimosa, silk tree	I		N, C
<i>Albizia lebbek</i>	woman's tongue	I		C, S
<i>Ardisia crenata</i> (= <i>A. crenulata</i>)	coral ardisia	I		N, C
<i>Ardisia elliptica</i> (= <i>A. humilis</i>)	shoebutton ardisia	I		S
<i>Asparagus densiflorus</i>	asparagus-fern	I		C, S
<i>Bauhinia variegata</i>	orchid tree	I		C, S
<i>Bischofia javanica</i>	bischofia	I		C, S
<i>Calophyllum antillanum</i> (= <i>C. calaba</i> ; <i>C. inophyllum</i> misapplied)	santa maria (names "mast wood," "Alexandrian laurel" used in cultivation)	I		S
<i>Casuarina equisetifolia</i>	Australian pine	I	P	N,C,S
<i>Casuarina glauca</i>	suckering Australian pine	I	P	C, S
<i>Cestrum diurnum</i>	day jessamine	I		C, S
<i>Cinnamomum camphora</i>	camphor-tree	I		N,C,S
<i>Colocasia esculenta</i>	wild taro	I		N,C,S
<i>Colubrina asiatica</i>	lather leaf	I		S
<i>Cupaniopsis anacardioides</i>	carrotwood	I	N	C, S
<i>Dioscorea alata</i>	winged yam	I	N	N,C,S
<i>Dioscorea bulbifera</i>	air-potato	I	N	N,C,S

<i>Eichhornia crassipes</i>	water-hyacinth	I	P	N,C,S
<i>Eugenia uniflora</i>	Surinam cherry	I		C, S
<i>Ficus microcarpa</i> (<i>F. nitida</i> and <i>F. retusa</i> var. <i>nitida</i> misapplied)	laurel fig	I		C, S
<i>Hydrilla verticillata</i>	hydrilla	I	P, U	N,C,S
<i>Hygrophila polysperma</i>	green hygro	I	P, U	N,C,S
<i>Hymenachne amplexicaulis</i>	West Indian marsh grass	I		C, S
<i>Imperata cylindrica</i> (<i>I. brasiliensis</i> misapplied)	cogon grass	I	N, U	N, C, S
<i>Ipomoea aquatica</i>	waterspinach	I	P, U	C
<i>Jasminum dichotomum</i>	Gold Coast jasmine	I		C, S
<i>Jasminum fluminense</i>	Brazilian jasmine	I		C, S
<i>Lantana camara</i>	lantana, shrub verbena	I		N,C,S
<i>Ligustrum lucidum</i>	glossy privet	I		N, C
<i>Ligustrum sinense</i>	Chinese privet, hedge privet	I		N,C,S
<i>Lonicera japonica</i>	Japanese honeysuckle	I		N,C,S
<i>Lygodium japonicum</i>	Japanese climbing fern	I	N	N,C, S
<i>Lygodium microphyllum</i>	Old World climbing fern	I	N	C, S
<i>Macfadyena unguis-cati</i>	cat's claw vine	I		N,C, S
<i>Manilkara zapota</i>	sapodilla	I		S
<i>Melaleuca quinquenervia</i>	melaleuca, paper bark	I	P, N, U	C, S
<i>Melia azedarach</i>	Chinaberry	I		N,C,S
<i>Mimosa pigra</i>	catclaw mimosa	I	P, N, U	C, S
<i>Nandina domestica</i>	nandina, heavenly bamboo	I		N
<i>Nephrolepis cordifolia</i>	sword fern	I		N,C,S
<i>Nephrolepis multiflora</i>	Asian sword fern	I		C, S
<i>Neyraudia reynaudiana</i>	Burma reed; cane grass	I	N	S
<i>Paederia cruddasiana</i>	sewer vine, onion vine	I	N	S
<i>Paederia foetida</i>	skunk vine	I	N	N,C,S
<i>Panicum repens</i>	torpedo grass	I		N,C,S
<i>Pennisetum purpureum</i>	Napier grass	I		C, S
<i>Pistia stratiotes</i>	water lettuce	I	P	N,C,S
<i>Psidium cattleianum</i> (= <i>P. littorale</i>)	strawberry guava	I		C, S
<i>Psidium guajava</i>	guava	I		C, S
<i>Pueraria montana</i> (= <i>P. lobata</i>)	kudzu	I	N, U	N,C, S
<i>Rhodomyrtus tomentosa</i>	downy rose-myrtle	I	N	C, S
<i>Rhoeo spathacea</i> (see <i>Tradescantia spathacea</i>)				

<i>Ruellia brittoniana</i>	Mexican petunia	I		N, C, S
<i>Sapium sebiferum</i>	popcorn tree, Chinese tallow tree	I	N	N, C, S
<i>Scaevola sericea</i> (= <i>Scaevola taccada</i> var. <i>sericea</i> , <i>S. frutescens</i>)	scaevola, half-flower, beach naupaka	I		C, S
<i>Schefflera actinophylla</i> (= <i>Brassaia actinophylla</i>)	schefflera, Queensland umbrella tree	I		C, S
<i>Schinus terebinthifolius</i>	Brazilian pepper	I	P, N	N, C, S
<i>Senna pendula</i> (= <i>Cassia coluteoides</i>)	climbing cassia, Christmas cassia, Christmas senna	I		C, S
<i>Solanum tampicense</i> (= <i>S. houstonii</i>)	wetland night shade, aquatic soda apple	I	N, U	C, S
<i>Solanum viarum</i>	tropical soda apple	I	N, U	N, C, S
<i>Syngonium podophyllum</i>	arrowhead vine	I		C, S
<i>Syzygium cumini</i>	jambolan, Java plum	I		C, S
<i>Tectaria incisa</i>	incised halberd fern	I		S
<i>Thespesia populnea</i>	seaside mahoe	I		C, S
<i>Tradescantia fluminensis</i>	white-flowered wandering jew	I		N, C
<i>Tradescantia spathacea</i> (= <i>Rhoeo spathacea</i> , <i>Rhoeo discolor</i>)	oyster plant	I		S
<i>Urochloa mutica</i> (= <i>Brachiaria mutica</i>)	Pará grass	I		C, S

Category II - Invasive exotics that have increased in abundance or frequency but have not yet altered Florida plant communities to the extent shown by Category I species. *These species may become ranked Category I, if ecological damage is demonstrated.*

Scientific Name	Common Name	EPPC	Gov.	Reg.
		Cat.	list	Dist.
<i>Adenanthera pavonina</i>	red sandalwood	II		S
<i>Agave sisalana</i>	sisal hemp	II		C, S
<i>Aleurites fordii</i> (= <i>Vernicia fordii</i>)	tung oil tree	II		N, C
<i>Alstonia macrophylla</i>	devil-tree	II		S
<i>Alternanthera philoxeroides</i>	alligator weed	II	P	N, C, S
<i>Antigonon leptopus</i>	coral vine	II		N, C, S
<i>Aristolochia littoralis</i>	calico flower	II		N, C
<i>Asystasia gangetica</i>	Ganges primrose	II		C, S
<i>Begonia cucullata</i>	begonia	II		N, C

<i>Broussonetia papyrifera</i>	paper mulberry	II		N, C
<i>Callisia fragrans</i>	inch plant, spironema	II		C, S
<i>Casuarina cunninghamiana</i>	Australian pine	II	P	C, S
<i>Cordia dichotoma</i>	sebsten plum	II		S
<i>Cryptostegia madagascariensis</i>	rubber vine	II		C, S
<i>Cyperus involucratus</i> (<i>C. alternifolius</i> misapplied)	umbrella plant	II		C, S
<i>Cyperus prolifer</i>	dwarf papyrus	II		C
<i>Dalbergia sissoo</i>	Indian rosewood, sissoo	II		C, S
<i>Elaeagnus pungens</i>	thorny eleagnus	II		N, C
<i>Epipremnum pinnatum</i> cv. Aureum	pothos	II		C, S
<i>Ficus altissima</i>	false banyan	II		S
<i>Flacourtia indica</i>	governor's plum	II		S
<i>Flueggea virosa</i>	Chinese waterberry	II		S
<i>Hibiscus tiliaceus</i>	mahoe, sea hibiscus	II		C, S
<i>Hiptage benghalensis</i>	hiptage	II		S
<i>Jasminum sambac</i>	Arabian jasmine	II		S
<i>Koelreuteria elegans</i>	flamegold tree	II		C, S
<i>Leucaena leucocephala</i>	lead tree	II		N, C, S
<i>Limnophila sessiliflora</i>	Asian marshweed	II		N, C, S
<i>Melinis minutiflora</i>	molasses grass	II		S
<i>Merremia tuberosa</i>	wood-rose	II		S
<i>Murraya paniculata</i>	orange-jessamine	II		S
<i>Myriophyllum spicatum</i>	Eurasian water-milfoil	II	P	N, C, S
<i>Ochrosia elliptica</i> (= <i>O. parviflora</i>)	kopsia	II		C, S
<i>Oeceoclades maculata</i>	ground orchid	II		C, S
<i>Passiflora biflora</i>	twin-flowered passion vine	II		S
<i>Passiflora foetida</i>	stinking passion-flower	II		C, S
<i>Pennisetum setaceum</i>	green fountain grass	II		S
<i>Phoenix reclinata</i>	Senegal date palm	II		C, S
<i>Phyllostachys aurea</i>	golden bamboo	II		N, C
<i>Pteris vittata</i>	Chinese brake fern	II		N, C, S
<i>Ptychosperma elegans</i>	solitary palm	II		S
<i>Rhynchelytrum repens</i>	Natal grass	II		N, C, S
<i>Ricinus communis</i>	castor bean	II		N, C, S
<i>Sansevieria hyacinthoides</i>	bowstring hemp	II		C, S
<i>Sesbania punicea</i>	purple sesban, rattlebox	II		N, C, S
<i>Solanum diphyllum</i>	twinleaf nightshade	II		N, C, S
<i>Solanum jamaicense</i>	Jamiaca nightshade	II		C
<i>Solanum torvum</i>	susumber, turkey berry	II	N, U	N, C, S
<i>Syzygium jambos</i>	rose-apple	II		C, S

<i>Terminalia catappa</i>	tropical almond	II		C, S
<i>Terminalia muelleri</i>	Australian almond	II		C, S
<i>Tribulus cistoides</i>	puncture vine, bur-nut	II		N, C, S
<i>Urena lobata</i>	Caesar's weed	II		N, C, S
<i>Wedelia trilobata</i>	wedelia	II		N, C, S
<i>Wisteria sinensis</i>	Chinese wisteria	II		N, C
<i>Xanthosoma sagittifolium</i>	malanga, elephant ear	II		N, C, S

Citation example:

FLEPPC. 2001. List of Florida's Invasive Species. Florida Exotic Pest Plant Council. Internet: <http://www.fleppc.org/01list.htm>

***The 2001 list was prepared by the
FLEPPC Plant List Committee:***

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Appendix B
FCT Grant Award Agreement

Joyce Bradley

From: Susan Grandin [Susan.Grandin@tpl.org]
Sent: Tuesday, July 19, 2005 5:03 PM
To: Joyce Bradley
Cc: llmtaxfl@aol.com; Ann Myers; Mike Mullin; Lisa Gregory; Michael Mahaney; Carol Penrose; Michael Lacyk
Subject: RE: American Beach Management Plan revised

Joyce,

Carol Penrose in our Tallahassee office will be sending to Mike Mullin 3 original Option contracts for execution. They should arrive on Thursday by Fed Ex. All three originals, after execution by the county, should be sent to Jerry Taber in accordance with Carol's cover letter transmitting the Options. Once they are all signed by the Florida Communities Trust ("FCT"), one will be returned to the county for your files. The changes were made to the Option that you mentioned.

Regarding the Management Plan, we made the changes regarding the feral cats. I ran the language by Commissioner Acree and she agreed. I have attached the Management Plan as it was submitted to FCT. We hope that they have no requests for changes. Their review should only take 2 weeks.

Michael Lacyk here in my office is preparing the Project Plan for the county to submit to FCT. Once we receive from FCT a letter indicating approval of the Management Plan, we should be ready to submit the Project Plan for FCT's approval. Upon approval of the Project Plan, we will be ready to close the transaction. The transaction will consist of the county receiving from FCT a warrant (check) for the cost of the acquisition and simultaneously, the county will disburse that money to TPL and we will convey the property to the county.

If you have any questions, please feel free to give me a call. (904) 388-7595.

Susan C. Grandin
 Director, Jacksonville Office
 The Trust for Public Land
 2237 Riverside Avenue
 Jacksonville, FL 32204

The Trust for Public Land - Conserving land for people since 1972. Because everyone needs a place to play outdoors. www.tpl.org

>>> "Joyce Bradley" <jbradley@nassauclerk.com> 7/19/2005 10:43:23 AM >>>

Susan: Just a follow up from the Board's action at their July 13 meeting. It was my understanding that you were going to make the changes the Board approved to the Management Plan and the Option Agreement. The changes to the management plan from the meeting notes reflect that the board voted to strike language that county staff will live trap and remove the resident cats during the first year of management; and strike language "staff will monitor and quickly remove newly arrived cats, dogs or any other feral species as they occur" and replace with "Staff will monitor the animal population."

On the Option Agreement - the board approved to strike language regarding environmental site assessment and change the county's address within the agreement to 96160 Nassau Place, Yulee, Florida 32097.

If these changes are your understanding as well, please incorporate the changes to the documents and provide them to me so that we can forward them to Tallahassee.

8/23/2005

Rec 10. 60

AFTER RECORDING PLEASE RETURN TO
Timothy A. Burleigh
2905 Corinthian Avenue, Suite 6
Jacksonville, Florida 32210

KSA

This instrument was prepared by:
Peter Fodor, Florida Counsel
The Trust for Public Land
306 N. Monroe St.
Tallahassee, FL 32301

RETURN TO:
FLORIDA VERMONT SERVICE CENTER
10701 METROPOLITAN BLVD., SUITE 100
JACKSONVILLE, FL 32216

INSTR # 200537635
OR BK 01357 PG 0825
RECORDED 10/10/2005 11:36:07 AM
JOHN A. CRAWFORD
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING FEES 10.00

NOTICE OF TERMINATION OF OPTION

BY THIS INSTRUMENT, made as of the 28th day of September 2005, by THE TRUST FOR PUBLIC LAND, a non-profit California corporation, the address of which is 306 North Monroe Street, Tallahassee, Florida 32301, hereby gives notice of the termination of the option to purchase referenced in those certain Memoranda of Option dated January 30, 2004, and governed by the Option Agreements referred to in the Memoranda of Option, such Memoranda of Option having been recorded in Official Records Book 01219, Page 0796, and Official Records Book 01219, Page 0801, Public Records of Nassau County, Florida, and covering the following described real property:

As described in said Memoranda of Option

This instrument is effective upon its being recorded in said public records.

IN WITNESS WHEREOF this instrument has been executed as of the day and year first above written.

Signed and sealed in
the presence of:

Carol Penrose
Printed name: CAROL PENROSE

Stacy S. Cahart
Printed name: STACY S CAHART

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 13 day of September 2005 by W. Dale Allen, 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.



Carol Penrose
Notary Public
(NOTARY PUBLIC SEAL)