



*Amelia Island Plantation*  
FLORIDA'S PREMIER ISLAND RESORT™  
*Amelia Island, Florida*

HAND DELIVERY

Michael Mullin  
Nassau County Attorney  
96135 Nassau Place  
Suite 6  
Yulee, Fl 32097

Debra Braga  
City of Attorney  
516 S. 10<sup>th</sup> Street  
Fernandina Beach, Fl 32034

Re: Crane Island Memorandum of Understanding (MOU)

Dear Mike and Debra:

Attached for each of you is a completely executed original copy of the revised MOU. Three (3) original copies were signed and you have each received one and I have retained one copy.

Thank you for your cooperation in this matter.

Sincerely,

William R. Moore AICP  
Director of Planning and Development

- CC: Jack Healan
- Vince Graham
- Chris Anderson
- David Agnew
- Lynwood Willis
- Susan McDonald, Esq.
- Buddy Jacobs, Esq.
- Howard M. Landers AICP

**MEMORANDUM OF UNDERSTANDING – CRANE ISLAND DEVELOPMENT**

**BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FL  
AND  
CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FL**

**AS AMENDED March 27, 2006**

This Memorandum of Understanding is made between the Board of County Commissioners of Nassau County, Florida (hereinafter referred to as "County"), and the City Commission of the City of Fernandina Beach, Florida (hereinafter referred to as "City"). There is a very long history associated with the development permitting of Crane Island. That history involves both Nassau County and the City of Fernandina Beach. Activities with the County have consistently involved land use, while activities with the City have consistently involved access, utility services and relationship to the City Airport. The MOU is an agreement which the Owners of Crane Island have suggested as a vehicle through which the City and County can clearly define their respective roles. It defines the sequence of actions that each will follow in considering their respective Statutory responsibilities. ~~The Owners have filed applications for an Amendment for a PUD Ordinance with the County, and will file an application for a PUD Final Development Plan at the appropriate time had previously filed applications for Crane Island with the County and will amend those applications.~~ A Memorandum of Understanding ("MOU") was executed on October 26, 2005, and, as a result, the Owners had previously filed applications for Crane Island with the County, and they have indicated their desire to amend those applications, and amend the MOU. Upon receiving final development approvals as defined in the Stipulation for Dismissal between the City and Owners, the Owners will file an Application for Annexation and for vertical and other construction permits with the City at the appropriate time. The sequence of events defined in the MOU essentially restates the sequencing of land use approvals as provided by Florida Statutes.

**NOTE:** Numerals preceding the WHEREAS clauses are provided as a guide for review and comment only and are intended to be removed prior to finalization of this MOU. The designations following the numerals are as follows: GL = General; NC = specific to Nassau County; FB = specific to the City of Fernandina Beach.

1 GL **WHEREAS**, the Owners of Crane Island, Lynwood G. Willis and Jane T. Willis, husband and wife, Robert H. Still, Jr. and Michael D. Abney, as Co-Trustees of the Lynwood G. Willis and Jane T. Willis Trust U/D/O December 31, 1992, Vincent G. Graham, Piedmont Square, LLC, a Virginia limited liability corporation, and Crane Island Investments, LLC, a South Carolina limited liability corporation (hereinafter referred to collectively as "Owners") own property in Nassau County, Florida which is more particularly described in Exhibit A attached hereto (hereinafter referred to as "Crane Island"); and

2 GL **WHEREAS**, the Owners desire to develop Crane Island with no more than 169 residential units, no more than 90 private slips in a locked upland boat basin, a public park of at least 5.75 acres, and other supporting open space and recreational facilities such as tennis courts, pools and fishing/observation docks as generally depicted on the Preliminary Development Plan, attached as Exhibit B, and as further described in Exhibit C ("Proposed Development"); and

3 NC **WHEREAS**, Crane Island was designated as Conservation/Wetlands, at a density of one residential unit per five acres, on the Nassau County Future Land Use Map (FLUM) in 1991, as a requirement of the Florida Department of Community Affairs ("DCA") in order for the Department to approve the County's Comprehensive Plan map (Minutes from a Special Meeting of the Nassau County Board of County Commissioners, June 29, 1993, Exhibit D); and

4 NC **WHEREAS**, the designation of Conservation/Wetlands that has been in existence since 1992 would prohibit the Proposed Development; and

5 GL **WHEREAS**, the Owners of Crane Island believe that a mapping error was made in the designation of Crane Island as Conservation/Wetlands on the Nassau County Future Land Use Map (FLUM) in 1991, although the Owners have never administratively challenged that error; and

6 GL **WHEREAS**, prior to approximately 2002, the Florida Department of Community Affairs had taken the position that the designation of Crane Island as Conservation/Wetlands was not an error and objected to requests by the Owners for a change in the designation; and

7 NC **WHEREAS**, Crane Island has been designated as RS-1 on the Nassau County Zoning Map since 1985 and, which designation would permit the Proposed Development, Exhibit E; and

8 NC **WHEREAS**, Policy 6.02.03C of the Nassau County Comprehensive Plan links the definition of Conservation/Wetlands to the SJRWMD land use and cover inventory; and,

9 NC **WHEREAS**, the 1995 SJRWMD Land Use and Land Cover inventory map, Exhibit T, classifies Crane Island as containing both upland and wetland areas; and,

10 GL **WHEREAS**, the Owners obtained an opinion from the St. Johns River Water Management District ("District") determining that Crane Island was uplands, Letter Dated December 9, 1997, Exhibit G; and

11 NC **WHEREAS**, DCA agreed that a consideration of a change in the FLUM designation was appropriate so long as it was accompanied by a Text Amendment to the policies of the Comprehensive Plan related to development in the Coastal High Hazard Area ("CHHA"), Letters Dated April 28 and May 15, 2003, Exhibit H; and

12 NC **WHEREAS**, the owners agreed to execute a Development Agreement with the County that would, among other items, provide for a public park and other public benefits; and

13 NC **WHEREAS**, in the interim, the case of Alachua County vs. Florida, Case No. 834 Southern Second 370, was issued that prevented the enforcement of the Development Agreement when there was annexation; and

14 NC **WHEREAS**, in consideration of the Alachua County case, the Owners prepared, for transmittal to DCA, an amendment to the FLUM maps and a text amendment, and said amendments contained conditional language; and

15 NC **WHEREAS**, on June 23, 2003, the County transmitted to DCA for their review an Amendment to the FLUM designating Crane Island as Low Density Residential with a maximum of 227 residential units; as well as an accompanying Text Amendment related to increased development in the Coastal High Hazard Area, Exhibit I; and

16 NC **WHEREAS**, DCA indicated that the transmitted Ordinance was not acceptable as the language was conditional; and

17 GL **WHEREAS**, since the 2003 application, the Owners of Crane Island have reduced the requested density from 227 homes to 169 homes, a reduction of nearly 26%; and

18 FB **WHEREAS**, the City has indicated by letter of May 19, 2005, that it has the capacity to provide water and sewer service to Crane island that will support the proposed level of development, Letter from John Mandrick, PE, dated May 19, 2005, Exhibit J; and

19 FB **WHEREAS**, the Owners filed suit against the City (Willis, et. al. v. City of Fernandina Beach, Case No. 200-14-CA) seeking to obtain clear access to Crane Island across properties within the Fernandina Beach Airport and to clarify other matters related to access to Crane Island; and

20 FB **WHEREAS**, the City and the Owners responded to the Consent Order Abating Action ("Order") in Case No. 200-14-CA of the Circuit Court, Fourth Judicial Circuit, and the City and the Owners agreed to enter into an agreement providing an easement for access (and related improvements) to Crane Island, abandoning an existing road right-of-way across airport property, applying to FAA and FDOT for modification of the Airport Layout Plan to accommodate the access road and related improvements, the granting of an Avigation Easement over the lands of Crane Island, limiting development on Crane Island to residential, boat basin, a neighborhood center and other supportive uses, and entering into an agreement to implement the conditions of the Order, Exhibit K; and

21 FB **WHEREAS**, the City and Owners have executed a "Stipulation for Dismissal" and "Agreement Between the City of Fernandina Beach and the Owners of Land Commonly Known as 'Crane Island'", as signed by the City on September 15, 2005, as required by the above cited Stipulation and Agreement, Exhibit L; and

22 FB **WHEREAS**, in the "Stipulation for Dismissal" and "Agreement Between the City of Fernandina Beach and the Owners of Land Commonly Known as 'Crane Island'" ("Crane Agreement"), the Owners agreed to annex the property into the City, have continued pursuit of various actions to support the annexation, and will file the City's standard Application for Annexation "upon obtaining all required final approvals" as defined in the "Stipulation for Dismissal"; and

23 GL **WHEREAS**, the Board of County Commissioners and the City Commission met as the Amelia Island Joint Local Planning Agency (hereinafter referred to as "JLPA") on June 5, 2005, in response to a request from the Owners and Amelia Island Company (hereinafter referred to as "AIC") in an attempt to resolve outstanding issues, and provide a means for the Proposed Development to proceed; and

24 GL **WHEREAS**, the JLPA was created to consider issues of joint interest to the two jurisdictions; and

25 GL **WHEREAS**, the JLPA, acting individually as the Nassau County Board of County Commissioners and the Fernandina Beach City Commission, voted to direct their respective attorneys to prepare individual MOUs for consideration at a subsequent JLPA or regular City and County Board meetings; and

26 GL **WHEREAS**, the Owners of Crane Island have completed environmental studies (including "Environmental Assessment: Access Roadway to Crane Island at the Fernandina Beach Municipal Airport, Florida", October 20, 2004), Exhibit M, and Environmental and Cultural Resource Assessment, June 2005, Exhibit N, that have determined that the island neither supports any threatened nor endangered species nor contains any significant historical or archaeological sites; and

27 NC **WHEREAS**, the Owners of Crane Island have completed a traffic analysis (Crane Island Land Development Traffic Assessment, June 6, 2005), that shows adequate capacity on the local street network to support the Proposed Development on Crane Island, Exhibit O, and the County issued a Decision Granting Final Certificate of Concurrency with Conditions on October 4, 2005, Exhibit P; and

28 NC **WHEREAS**, the Owners filed an Application to Amend the designation on the County's FLUM Crane Island to Low Density Residential, on June 27, 2005, which precedes the August 5,

2005, deadline for the County's next amendment cycle; however, the owners' and developer's representatives have since determined that a FLUM amendment is not required based upon Policy 1.09.03 in the Comprehensive Plan. Policy 1.09.03 has been in the Comprehensive Plan since its adoption in 1993, and the Board of County Commissioners, on February 8, 1998, indicated that Policy 1.09.03 was applicable to Crane Island and by vote indicated that a public hearing was not necessary to invoke Policy 1.09.03. The owners' and developer's representatives, since 1998, have not pursued development based on 1.09.03 but have filed two (2) land use and text amendments for Crane Island that were not approved by DCA; and

29 NC **WHEREAS**, the Owners filed an Application with the County to amend the Zoning classification for Crane Island from RS-1 and Conservation to a PUD classification which permits no more than 169 residential homes, no more than 90 slips in a non-commercial upland boat basin with a lock system and other supporting recreational amenities, and which codifies additional Conditions of Development, on June 27, 2005; and

29.1 NC WHEREAS, the County Attorney opined that Objective 1.09.03 was applicable to Crane Island; and

30 GL **WHEREAS**, ~~upon the if there is approval of the requested FLUM and a PUD and NOPC Amendments,~~ the Owners will file an Application with the County for the approval of a PUD Final Development Plan and Plat; and,

31 NC **WHEREAS**, upon approval of the PUD Final Development Plan and Plat, the Owners will grant a non exclusive public access easement in perpetuity to the County over certain lands located on the Property which the Owners and County agree will be available for public use; and,

32 NC **WHEREAS**, upon approval of the PUD Final Development Plan and Plat, the Owners will impose covenants and restrictions running with the land on the property which will be recorded in the public records to limit the density of units and boat slips approved by the County. The County will be named as the beneficiary of such covenants and restrictions which will insure that the County can continue to maintain control over density of development on the property; and,

33 GL **WHEREAS**, the Crane Island properties consist of two ownership parcels that are recorded in the Public Records of Nassau County, one containing 113+ acres (and encompassing the upland portions of Crane Island) which is the appropriate parcel for the County FLUM designation, and the second consisting of 94+ acres (and encompassing primarily wetlands), with the two together totaling 207+ acres which is the appropriate parcel for the County PUD zoning and for annexation into the City; and

34 GL **WHEREAS**, upon approval of the PUD Final Development Plan by the County, an Environmental Resource Permit (ERP) by SJRWMD, a Nationwide Dredge and Fill Permit by the U.S. Army Corps of Engineers, and other development permits, the Owners will grant to Nassau County (or other entity as approved by Nassau County) a conservation easement covering the jurisdictional wetland and upland buffers, as defined by the ERP and subject to approved construction areas; and,

35 GL **WHEREAS**, AIC has joined with the Owners of Crane Island to undertake the sales, marketing and development of Crane Island; and

36 GL **WHEREAS**, the purchasers of residential properties on Crane Island will be able to join the Amelia Island Plantation Club, thereby reducing potential impacts on public recreational facilities; and

37 GL **WHEREAS**, both Crane Island and PLM West are located in the Coastal High Hazard Area and are both subject to policies related to the CHHA in the Nassau County Comprehensive Plan; and

38 NC **WHEREAS**, AIC filed a Notice of Proposed Change (NOPC) to the PLM West DRI Development Order (DO) (which has a build-out date of December 31, 2012) on June 27, 2005, to reduce the vested residential units in that DO by 130 in order, in AIC's opinion, to offset the impact of development in the Coastal High Hazard Area associated with the Proposed Crane Island Development; and

39 GL **WHEREAS**, ~~as a result of the offset of development in the Coastal High Hazard Area by the~~ any reduction of units in the PLM West Development Order will not reduce or relieve the payment of any normal development fees, impact fees, application fees or other fees typically associated with the development of Crane Island in the County and/or the City; and

40 GL **WHEREAS**, the Owners are allowed by right under the current FLUM designation to develop 41 residential units on Crane Island; and

41 GL **WHEREAS**, the FAA and FDOT have approved a modification of the Airport Layout Plan for the access road to Crane Island and issued a Finding of No Significant Impact (FONSI), dated January 4, 2005, related to the potential environmental impacts of said access road, Exhibit Q; and

42 GL **WHEREAS**, the Florida Department of State, Division of Historical Resources, issued a Cultural Resource Assessment Review Request on April 15, 1999, indicating that the Proposed Development would "have no effect on historic properties", Exhibit R; and

43 FB **WHEREAS**, the alignment and design of the Access Road have been defined and agreed upon by the City and Owners, Exhibit S; and

44 FB **WHEREAS**, in the above cited Stipulation for Dismissal and Agreement, the Owners have agreed with the City on the principles associated with the right to use the access road, and the Owners and City have reached a separate agreement on such use; and

45 GL **WHEREAS**, the Owners of Crane Island have committed to the following, which they believe will provide numerous benefits to the public, including but not limited to the following:

1. Preservation of approximately 135 acres of marsh and other wetlands through the granting of a conservation easement;
2. Provision of a park and/or open space, including a dock (except for the two docks associated with the locking system that will serve the boat basin, the "docks" to be constructed on Crane Island are to be used for viewing, fishing and other non-boating activities only), on Crane Island that is accessible to the public and encompassing approximately 5.75 acres (this facility will be dedicated to either the County or City if so desired);
3. Provision of public access to Crane Island and the abutting waters, including roads, parks, docks and other public facilities, but excluding access to the private recreational amenity facilities, the boat basin, private properties and other private areas, subject to the management of all such facilities by the Property Owners' Association which will own such facilities (said public access as noted in item 31 above will be defined in the PUD process and documented through recorded easements);
4. Provision of no more than seven neighborhood docks on the Intracoastal Waterway and marshes, and the prohibition through deed covenants and restrictions of individual, private docks on the Intracoastal Waterway and marshes;
5. An Avigation Easement granted to the City with deed covenants and restrictions that will protect the City's airport from airspace interference, provide noise insulation in all

- appropriate residential units, and protect the airport from future claims of noise intrusion by residents of Crane Island;
6. Increased ad Valorem tax and other revenues to the City and County, as well as the Nassau County School Board and other taxing entities;
  7. Impact fees and other fees and charges associated with development approvals;
  8. Improvement of the intersection of Bailey Road and Amelia Island Parkway to provide appropriate turning lanes;
  9. Protection of the water quality surrounding Crane Island through the utilization of an upland locked private boat basin (The lock provides access to the Intracoastal Waterway) within which fueling and "live-aboards" will be prohibited, and only normal on-board minor servicing will be permitted;
  10. Siting of facilities to preserve existing tree cover in development areas and all vegetation in preservation areas, and landscaping that will utilize native and naturalized species; and

46 GL **WHEREAS**, at the August 15 JLPA meeting, at which there was no public comment taken and no vote was taken, the Board of County Commissioners requested that the City Commission express the level of development that they were willing to support on Crane Island, and at least three of the City Commissioners stated that that no more than 169 residential units is an acceptable level of development for Crane Island, if amendments are approved at public hearings; and

47 NC **WHEREAS**, the Board of County Commissioners of Nassau County has considered the request and developed contents of this Memorandum of Understanding; and

48 FB **WHEREAS**, the City Commission of the City of Fernandina Beach has considered the request and developed contents of this Memorandum of Understanding; and

49 NC **WHEREAS**, the Owners have developed contents of this Memorandum of Understanding; and

50 GL **WHEREAS**, the Exhibits referenced in this document will be compiled and one set provided to the City Attorney and County Attorney on or before July 13, 2005, and have been updated as appropriate; and

51 GL **WHEREAS**, the intent of this Memorandum is consistent with the intent and purposes of the JLPA, and is consistent with the comprehensive plans of the County and the City; and

52 GL **WHEREAS**, nothing in this Agreement relieves the Owners from obtaining any and all local, state and federal permits that are applicable to the planned development nor relieves the Owners from adhering to any applicable local, state and federal codes; and

53 GL **WHEREAS**, nothing in this Agreement indicates approval by the County of the ~~FLUM and PUD~~ any amendments for filed to address Crane Island, or the NOPC and or any related approvals regarding PLM West; and

54 NC-FB **WHEREAS**, the City and the County agree to enter into a Memorandum of Understanding which sets forth conditions under which the Proposed Development could proceed.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. THE COUNTY agrees to process:**

1. ~~Any amended Application(s) to Amend the Zoning Ordinance of Nassau County, filed by the Owners, to incorporate the Overlay of Planned Unit Development (PUD) subject to specific development conditions, including the development of no more than 169 residential~~

~~dwelling units, no more than 90 slips in an locked upland private boat basin, and associated recreational amenities;~~

2. A Notice of Proposed Change (NOPC) to the PLM West DRI Development Order, filed by Amelia Island Company, reducing the vested development in the DO by 130 residential dwelling units and specifically committing that this reduction is to be used solely for the offset of development in the Coastal High Hazard Area. Neither staff nor the County has rendered an opinion as to whether the NOPC addresses Objective 5.05.06(A).
3. ~~Any PUD Final Development Plan and Plat to be filed following approval of the PUD Zoning Amendment~~ applications filed prior to annexation.
4. As may be needed, an Inter-Local Agreement with the City to enable the County to continue inspection of construction implementing the Final Development Plan after annexation into the City.
5. Any amendments, including Land Use Map amendments, recommended by staff.

**2. THE CITY** agrees to process:

1. An Application for Annexation of Crane Island into the City of Fernandina Beach and an accompanying Annexation Agreement, to be filed by the Owners' that will include the following elements:
  - a. All conditions associated with Annexation;
  - b. All conditions contained in the Stipulation for Dismissal and Crane Agreement as implementation of the Consent Order Abating Action.
2. Appropriate amendments to the City's Future Land Use Map and Zoning Map to provide classifications that accommodate the density provided by the County FLUM and PUD, and the conditions provided in the Final Development Plan and Plat for the property approved by Nassau County.
3. As may be needed, an Inter-Local Agreement with the County to enable the County to continue inspection of construction implementing the Final Development Plan after annexation into the City.

~~**3. THE COUNTY AND THE CITY** agree to coordinate the provision of public notice, review, hearings and action on the above Applications in the following order:~~

~~First, by the County: The NOPC for PLM West;~~

~~Second, by the County: The PUD Zoning Amendment for Crane Island;~~

~~Third, by the County: A PUD Final Development Plan and Plat;~~

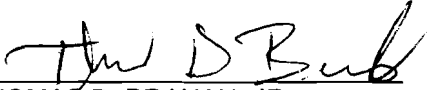
~~Fourth, by the City: An Annexation Ordinance; and~~

~~Fifth, by the City: Amendments to the City's FLUM and Zoning Map that accommodate the density provided by the County FLUM and PUD.~~

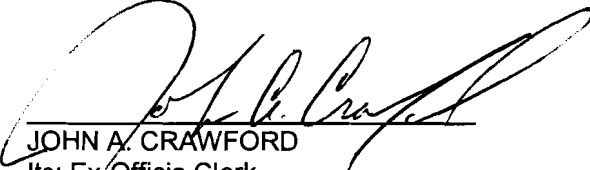


IN WITNESS WHEREOF the City and the County have caused this instrument to be executed by their respective proper parties duly authorized to execute the same on the day and year set forth below.

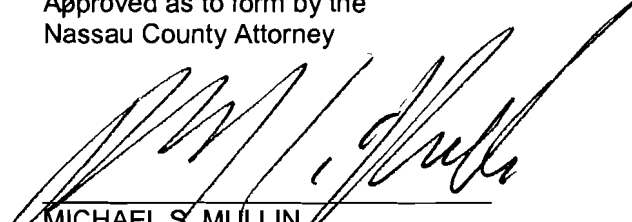
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
THOMAS D. BRANAN, JR.  
Its: Chairman

ATTEST:

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

  
MICHAEL S. MULLIN

And

City Commission of the City of Fernandina Beach

By Kim Walker  
It's Mayor: Date 4/11/06

Attest: Amber Lynn Thomas - B2  
Title: Deputy City Clerk

Approved as to Form:  
Debra A. Braga  
Debra Braga, City Attorney

The Owners of Crane Island hereby acknowledge the above Memorandum of Understanding and accept it, and,

IN WITNESS WHEREOF, accept this document as set forth herein for the purposes as set forth in the Preamble hereto by signature on the day and year set forth below.

Signed, sealed and delivered  
in the presence of:

Karl E. Lawhon  
Print name: KARL E. LAWHON

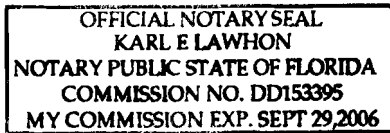
Lynwood G. Willis  
LYNWOOD G. WILLIS

Cornelia G. Lawhon  
Print name: CORNELIA G. LAWHON

Jane T. Willis  
JANE T. WILLIS

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, 2006,  
~~2005~~, by LYNWOOD G. WILLIS and JANE T. WILLIS, who are personally known to me or have  
produced PERSONALLY KNOWN as identification.



Karl E. Lawhon  
Print Name: Karl E. Lawhon  
Notary Public, State of Florida  
Commission Number: DD153395  
My Commission expires: Sept. 29, 2006

Karl E. Lawhon  
Print name: KARL E. LAWHON

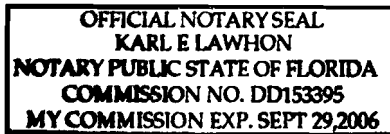
Robert H. Still, Jr.  
ROBERT H. STILL, JR.

Cornelia G. Lawhon  
Print name: CORNELIA G. LAWHON

Michael D. Abney  
MICHAEL D. ABNEY  
AS CO-TRUSTEES OF THE LYNWOOD G.  
WILLIS AND JANE T. WILLIS TRUST  
U/D/O DECEMBER 31, 1992

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April,  
2006, by ROBERT H. STILL, JR. and MICHAEL D. ABNEY, AS CO-TRUSTEES OF THE LYNWOOD  
G. WILLIS AND JANE T. WILLIS TRUST U/D/O DECEMBER 31, 1992, who are personally known to  
me or have produced PERSONALLY KNOWN as identification.



Karl E. Lawhon  
Print Name:  
Notary Public, State of Florida  
Commission Number: DD153395  
My Commission expires: Sept. 29, 2006

James H. Tyler  
Print name: James H. Tyler

Vincent G. Graham  
VINCENT G. GRAHAM

Pam Martin  
Print name: Pam Martin

STATE OF SC  
COUNTY OF Berkley

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of April, 2006, by VINCENT G. GRAHAM, who is personally known to me or has produced \_\_\_\_\_ as identification.

Pamela N. Martin  
Print Name: Pamela N. Martin  
Notary Public, State of SC  
Commission Number: N/A  
My Commission expires: Sept. 17, 2008

PIEDMONT SQUARE, LLC,  
A VIRGINIA LIMITED  
LIABILITY CORPORATION

By: Debra B. [Signature]

[Signature]  
Print name: [Signature]  
Pam Martin  
Print name: Pam Martin

STATE OF SC  
COUNTY OF Berkeley

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of April, 2006, by Christopher B. Anderson of PIEDMONT SQUARE, LLC, A VIRGINIA LIMITED LIABILITY CORPORATION, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

Pamela N. Martin  
Print Name: Pamela N. Martin  
Notary Public, State of SC  
My Commission expires: Sept. 17, 2008

CRANE ISLAND INVESTMENTS, LLC,  
A SOUTH CAROLINA LIMITED  
LIABILITY CORPORATION

By: David P. Agnew

[Signature]  
Print name: [Signature]  
Pam Martin  
Print name: Pam Martin

STATE OF SC  
COUNTY OF Berkeley

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of April, 2006, by David P. Agnew of CRANE ISLAND INVESTMENTS, LLC, A SOUTH

CAROLINA LIMITED LIABILITY CORPORATION, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

Pamela N. Martin  
Print Name: Pamela N. Martin  
Notary Public, State of South Carolina  
My Commission expires: Sept. 17, 2008

Amelia Island Company hereby acknowledges the above Memorandum of Understanding and accepts it, and,

IN WITNESS WHEREOF, accept this document as set forth herein for the purposes as set forth in the Preamble hereto by signature on the day and year set forth below.

Signed, sealed and delivered in the presence of:

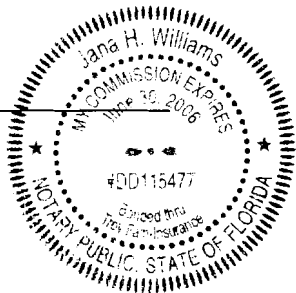
Jana H. Williams  
Print name: Jana H. Williams

Jack B. Healan, Jr.  
JACK B. HEALAN, JR.  
PRESIDENT

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of May, 2006, by JACK B. HEALAN, JR., who are personally known to me or have produced \_\_\_\_\_ as identification.

Jana H. Williams  
Print Name:  
Notary Public, State of Florida  
Commission Number: DD115477  
My Commission expires: 11/30/06



List of Exhibits:

- A Legal Description
- B Preliminary Development Plan
- C Project Description
- D Minutes from a Special Meeting of the Nassau County Board of County Commissioners, June 29, 1993

- E Nassau County Zoning Map, circa 1985
- F No Exhibit F
- G St. Johns River Water Management District ("District") Letter Dated December 9, 1997
- H Department of Community Affairs Letters Dated April 28 and May 15, 2003
- I Minutes of BOCC Meeting, June 23, 2003
- J Letter from John Mandrick, PE, dated May 19, 2005
- K Consent Order Abating Action in Case No. 200-14-CA
- L Agreement between the City of Fernandina Beach and the Owners of Land Commonly Known as "Crane Island", Draft 050504
- M "Environmental Assessment: Access Roadway to Crane Island at the Fernandina Beach Municipal Airport, Florida", October 20, 2004 (Exhibits not included)
- N Environmental and Cultural Resource Assessment, June 2005
- O Crane Island Land Development Traffic Assessment, June 6, 2005
- P Application for Concurrency Determination with the County, June 8, 2005 (Exhibits not included)
- Q Finding of No Significant Impact (FONSI), dated January 4, 2005
- R Florida Department of State, Division of Historical Resources, issued a Cultural Resource Assessment Review Request, dated April 15, 1999
- S Maps of Access Road
- T 1995 SJRWMD Land Use and Land Cover Inventory Map