

INSTR # 200726601, OR Book 1519, Page 7, Pages 12.
Recorded 08/13/2007 at 03:22 PM.
John A Crawford, Nassau County Clerk of Circuit Court
Rec Fee \$103.50
#1

07 JUN 25 PM 1:13

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2007 JUN 25 PM 3:52
COUNTY ATTORNEY



This Instrument Prepared By:
Frank Votra
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

Rec 95.112
*Give to Connie Arthur

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

No. 450032122

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Nassau County, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty, submerged land in Section 10, Township 03 North, Range 28 East, in Amelia River, Nassau County, containing 32,234 square feet, more or less, as is more particularly described and shown on Attachment A, dated November 12, 2002.

TO HAVE THE USE OF the hereinabove described premises from June 27, 2007, the effective date of this lease renewal, through June 27, 2012, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a concrete boat ramp with accessory docks exclusively to be used for the launching and retrieval of recreational vessels in conjunction with an upland parking lot and boat trailer staging area, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and without liveaboards as defined in paragraph 24, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection, Environmental Resource Exemption No. 45-183509-001-ES, dated June 27, 2002, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this Lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection, Environmental Resource Exemption. The Lessee shall not change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wetslips, from rental of wetslips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wetslips, etc.). shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

3. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

4. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

5. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

6. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

7. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

8. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein, or fails or refuses to comply with the provisions and conditions herein set forth within 20 days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Nassau County
Board of County Commissioners
P.O. Box 1010
Fernandina Beach, Florida 32034

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

9. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

10. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

11. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

12. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

15. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the riparian upland property more specifically described in Attachment B, which shall run with the title to said riparian upland property, and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

16. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 8 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

17. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the interest in the riparian upland property enforceable in summary proceedings as provided by law.

18. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

19. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

20. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

21. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

22. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereignty, submerged lands.

23. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

24. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

25. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

WITNESSES:
Kathy C Griffin
 Original Signature
Kathy C Griffin
 Print/Type Name of Witness
Rita
 Original Signature
Rita Robbins
 Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
 IMPROVEMENT TRUST FUND OF THE STATE
 OF FLORIDA
 BY: Jeffery M. Gentry (SEAL)
 Jeffery M. Gentry, Operations and Management Consultant
 Manager, Bureau of Public Land Administration,
 Division of State Lands, State of Florida Department of
 Environmental Protection, as agent for and on behalf of the Board
 of Trustees of the Internal Improvement Trust Fund of the State
 of Florida

"LESSOR"

STATE OF FLORIDA
 COUNTY OF LEON

The foregoing instrument was acknowledged before me this 7th day of August, 2007,
 by Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State
 Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the
 Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:
James H. Hahn
 DEP Attorney

Kathy C Griffin
 Notary Public, State of Florida
Kathy C Griffin
 Printed, Typed or Stamped Name
 My Commission Expires:  Kathy C. Griffin
 My Commission DD263367
 Expires October 30, 2007

Commission/Serial No. _____

WITNESSES:
Connie Arthur
 Original Signature
Connie Arthur
 Typed/Printed Name of Witness
Peggy Snyder
 Original Signature
Peggy Snyder
 Typed/Printed Name of Witness

Nassau County, Florida (SEAL)
 By its Board of County Commissioners
 BY: see below
 Original Signature of Executing Authority
Jim B. Higginbotham
 Typed/Printed Name of Executing Authority
 Chairman Jim B. Higginbotham
 Title of Executing Authority

ATTEST: APPROVED AS TO
 FORM BY THE NASSAU
 COUNTY ATTORNEY:
John A. Crawford David Hallman
 Clerk of Courts County Attorney

REVIEWED BY GENE KNAGA
 DEPUTY COMPTROLLER
Gene Knaga DATE 7/23/07

STATE OF Florida
 COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 23rd day of July, 2007, by
Jim B. Higginbotham as Chairman, for and on behalf of the Board of County Commissioners of Nassau County, Florida. He is
 personally known to me or who has produced _____, as identification.

My Commission Expires:
Dec 19, 2007
 Commission/Serial No. DD 2625558

Connie H. Arthur
 Notary Signature
 Notary Public, State of FLORIDA
 Printed, Typed or Stamped Name

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



SKETCH OF DESCRIPTION

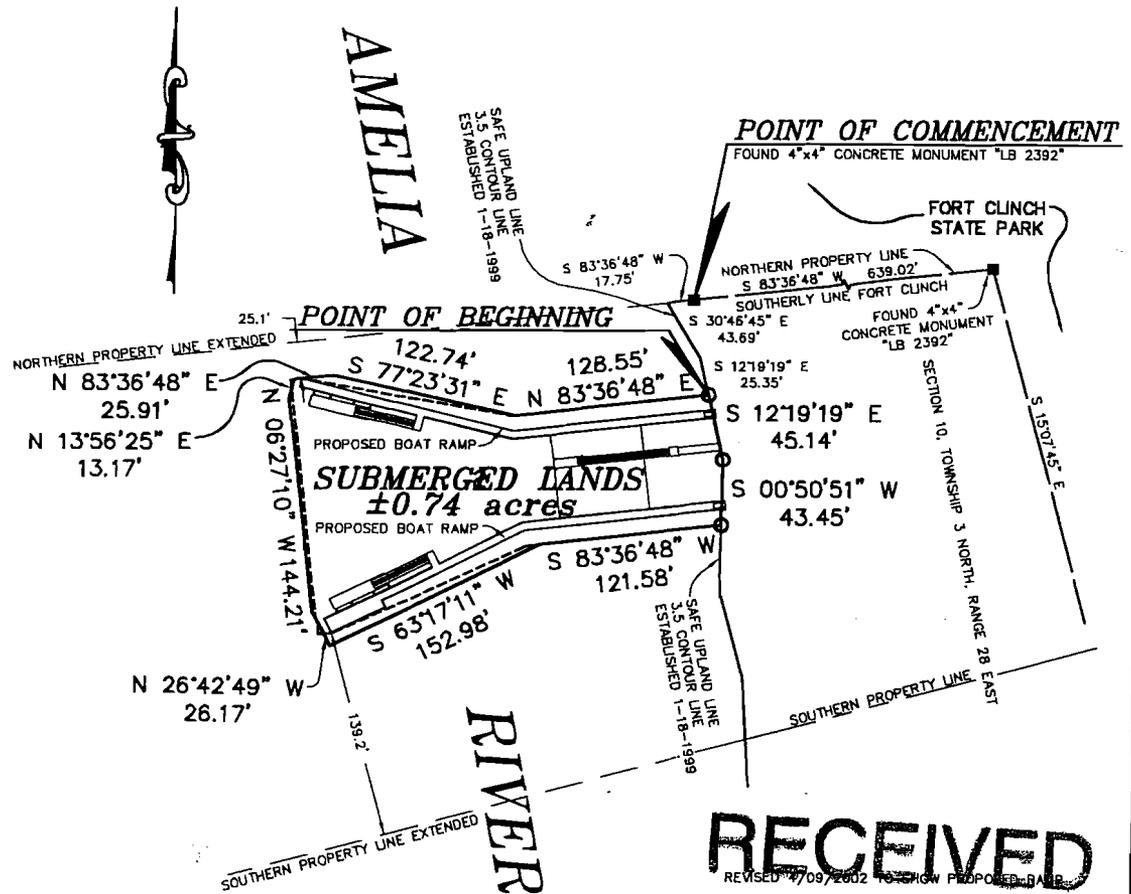
LEGAL DESCRIPTION FOR SUBMERGED LAND LEASE PARCEL

A PORTION OF THE SUBMERGED LANDS OF THE AMELIA RIVER LYING WESTERLY OF THE SAFE UPLAND LINE (3.5 CONTOUR LINE) AS ESTABLISHED JANUARY 18, 1999 AND ADJACENT TO UPLANDS OF A PORTION OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4"x4" CONCRETE MONUMENT (LB 2392) ON A SOUTHERLY LINE OF LANDS BELONGING TO FORT CLINCH STATE PARK LYING SOUTH 83°36'48" WEST, A DISTANCE OF 639.02 FEET FROM A FOUND 4"x4" CONCRETE MONUMENT (LB 2392) MARKING AN ANGLE POINT OF SAID FORT CLINCH LANDS; THENCE SOUTH 83°36'48" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 17.75 FEET TO THE SAFE UPLAND LINE; THENCE ALONG SAID SAFE UPLAND LINE THE FOLLOWING TWO (2) COURSES; (1) SOUTH 30°46'45" EAST, A DISTANCE OF 43.69 FEET; (2) SOUTH 12°19'19" EAST, A DISTANCE OF 25.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SAFE UPLAND LINE THE FOLLOWING TWO (2) COURSES; (1) SOUTH 12°19'19" EAST, A DISTANCE OF 45.14 FEET (2) SOUTH 00°50'51" WEST, A DISTANCE OF 43.45 FEET; THENCE SOUTH 83°36'48" WEST, A DISTANCE OF 121.58 FEET; THENCE SOUTH 63°17'11" WEST, A DISTANCE OF 152.98 FEET; THENCE NORTH 26°42'49" WEST, A DISTANCE OF 26.17 FEET; THENCE NORTH 06°27'10" WEST, A DISTANCE OF 144.21 FEET; THENCE NORTH 13°56'25" EAST, A DISTANCE OF 13.17 FEET; THENCE NORTH 83°36'48" EAST, A DISTANCE OF 25.91 FEET; THENCE SOUTH 77°23'31" EAST, A DISTANCE OF 122.74 FEET; THENCE NORTH 83°36'48" EAST, A DISTANCE OF 128.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.74 ACRES, MORE OR LESS.

PREPARED FOR:
NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS



TOTAL SHORELINE CONTIGUOUS TO PROPERTY = 303 FEET MORE OR LESS.

STATE OF FLORIDA
DEPT. OF ENV. PROTECTION
NORTHEAST DISTRICT-JAX

THIS DOES NOT PURPORT TO BE A BOUNDARY SURVEY

Stephen W. Hoffman
BY

STEPHEN W. HOFFMAN, P.S.M.
FLORIDA REGISTERED SURVEYOR AND
MAPPER CERTIFICATE No. 5774

Attachment A
Page 7 of 12 Pages
SSLL No. 450032122

Older Isle
Surveying & Mapping Company

OLDE ISLE SURVEYING & MAPPING COMPANY
493 North U.S. Highway 17, Suite 2, Yulee FL 32097
(904) 225-0597 • FAX (904) 548-0458
CERTIFICATE OF AUTHORIZATION NUMBER LB 6758

SCALE: 1"=100'
DATE: 11/12/02
DRN BY: SWH
CHK BY: SH
JOB NO: 99008
F.B. NO: N/A
PAGE NO: N/A

DEC 16 2002

This Instrument Prepared By:
 Peter Fodor
 The Trust for Public Land
 306 North Monroe Street
 Tallahassee, Florida 32301

Property Appraiser's Parcel
 Identification Number: 10-3N-28-0000-0002-000

Doc# 200108853
 Book: 977
 Pages: 1784 -- 1788
 Filed & Recorded
 03/27/2001 03:10:11 PM
 J. M. OXLEY JR
 CLERK OF CIRCUIT COURT
 NASSAU COUNTY, FLORIDA
 RECORDING \$ 21.00
 TRUST FUND \$ 3.00

**WARRANTY DEED
 (STATUTORY FORM - SECTION 689.02, F.S.)**

THIS INDENTURE, made this 16 day of March, A.D. 2001, between: THE TRUST FOR PUBLIC LAND, a nonprofit California corporation of the County of Leon, the State of Florida, Grantor, and BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 3163 Bailey Road, Fernandina Beach, Florida 32034, Grantee.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

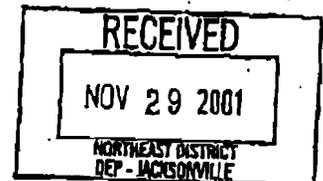
WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Nassau County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed, and to taxes for the current and subsequent years.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.



THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO
 CHAPTER 201.02(6), FLORIDA STATUTES.

Book 977 Page 1785

Signed, sealed and delivered in the presence of:

THE TRUST FOR PUBLIC LAND

[Signature]
(SIGNATURE OF FIRST WITNESS)

By: [Signature]
W. Dale Allen
Senior Vice President
The Trust for Public Land
306 North Monroe Street
Tallahassee, Florida 32301

Peter Fuder
(PRINTED NAME OF FIRST WITNESS)

Carol Penrose
(SIGNATURE OF SECOND WITNESS)

(CORPORATE SEAL)

CAROL PENROSE
(PRINTED NAME OF SECOND WITNESS)

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this 16th day of March, 2001, by W. Dale Allen, Senior Vice President of the Trust for Public Land. Such person is personally known to me or produced as identification.

[Signature]
Notary Public
(NOTARY SEAL)



Diane F. Webb
MY COMMISSION # CC70241 EXPIRES
March 27, 2004
SCHOOL DISTRICT FARM INSURANCE, INC.

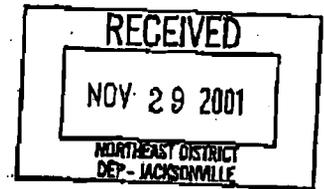


EXHIBIT "A" Book 977 Page 1786

PARCEL 1:

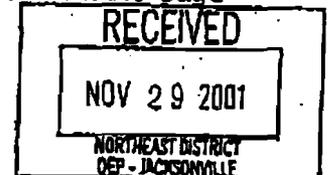
ALL THAT CERTAIN TRACT OR PARCEL OF LAND, SITUATE, LYING AND BEING ON AMELIA ISLAND, IN THE COUNTY OF NASSAU AND STATE OF FLORIDA, AND BEING IN AND A PART OF SECTION TEN (10), IN TOWNSHIP THREE (3) NORTH, RANGE TWENTY-EIGHT (28) EAST, AND WHICH TRACT OR PARCEL OF LAND HEREBY CONVEYED IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF PARCEL "A" AS DESCRIBED IN OFFICIAL RECORDS BOOK 676, PAGE 299 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH SEVENTY-NINE (79) DEGREES, THIRTY-ONE (31) MINUTES, THIRTY-SEVEN (37) SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL "A" A DISTANCE OF THREE HUNDRED TWENTY-SEVEN AND SEVENTY-FIVE HUNDREDTHS (327.75) FEET; THENCE NORTH FIFTEEN (15) DEGREES, SEVEN (7) MINUTES, FORTY-FIVE (45) SECONDS WEST, ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 213, PAGE 404 OF SAID PUBLIC RECORDS A DISTANCE OF SIX HUNDRED SIXTEEN AND EIGHTY-FOUR HUNDREDTHS (616.84) FEET TO THE NORTHEAST CORNER OF SAID LANDS FOR THE POINT OF BEGINNING; THENCE SOUTH SEVENTY-FOUR (74) DEGREES, FIFTY-TWO (52) MINUTES, FIFTEEN (15) SECONDS WEST, A DISTANCE OF THREE HUNDRED FORTY-ONE AND SEVENTY-SEVEN HUNDREDTHS (341.77) FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE AMELIA RIVER; THENCE NORTHERLY ALONG SAID MEAN HIGH WATER LINE SEVEN HUNDRED FORTY AND TWENTY-SIX HUNDREDTHS (740.26) FEET MORE OR LESS; THENCE NORTH EIGHTY-THREE (83) DEGREES, THIRTY-SIX (36) MINUTES, FORTY-EIGHT (48) SECONDS EAST, A DISTANCE OF SIX HUNDRED EIGHTY-NINE AND TWO HUNDREDTHS (689.02) FEET MORE OR LESS; THENCE SOUTH FIFTEEN (15) DEGREES, SEVEN (07) MINUTES, FORTY-FIVE (45) SECONDS EAST, A DISTANCE OF EIGHT HUNDRED THREE AND NINETY-SIX HUNDREDTHS (803.96) FEET TO THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD (80' RIGHT OF WAY) DESCRIBED IN DEED BOOK 75, PAGE 139 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH SEVENTY-EIGHT (78) DEGREES, TWENTY-TWO (22) MINUTES, FORTY-THREE (43) SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF TWO HUNDRED THIRTY-FIVE AND SEVENTY-FOUR HUNDREDTHS (235.74) FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE ONE HUNDRED TEN AND FIFTY-FOUR HUNDREDTHS (110.54) FEET, (SAID CURVE BEING CONCAVE, SOUTHWESTERLY, HAVING A RADIUS OF THREE HUNDRED NINETY-EIGHT AND 1 TENTH (398.10) FEET, A CHORD BEARING OF SOUTH SEVENTY (70) DEGREES, TWENTY-FIVE (25) MINUTES, TWENTY-EIGHT (28) SECONDS WEST AND A CHORD DISTANCE OF ONE HUNDRED TEN AND EIGHTEEN HUNDREDTHS (110.18) FEET, TO THE EASTERLY LINE OF SAID LANDS DESCRIBED IN O.R. BOOK 213, PAGE 404; THENCE NORTH FIFTEEN (15) DEGREES, SEVEN (07) MINUTES, FORTY-FIVE (45) SECONDS WEST, ALONG SAID EASTERLY LINE A

Continued on next page

-1-



Book 977 Page 1787

CONTINUATION OF EXHIBIT "A"

DISTANCE OF FOUR HUNDRED TWENTY-FIVE AND FORTY-TWO HUNDREDTHS (425.42) FEET TO THE POINT OF BEGINNING.

ALSO:

THAT PORTION OF THE AFOREMENTIONED PARCEL "A" LYING SOUTHERLY OF THE AFOREMENTIONED COUNTY ROAD (80' RIGHT OF WAY); DESCRIBED IN DEED BOOK 75, PAGE 139 OF SAID PUBLIC RECORDS, EXCEPTING THEREFROM ANY PORTION LYING WITHIN THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 213, PAGE 404 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

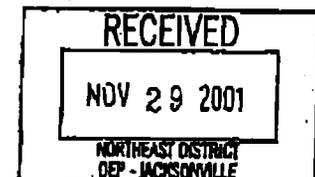
LESS AND EXCEPT:

ALL THAT CERTAIN PARCEL OF LAND BEING A PORTION OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; SAID PARCEL ALSO BEING A PORTION OF PARCEL NO. 2 AS SHOWN ON A PLAT RECORDED IN PLAT BOOK "O", PAGE 39 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF REFERENCE IS A GRANITE MONUMENT MARKED "U.S.M.R." WHICH IS SHOWN AS STATION "C" ON SAID PLAT RECORDED IN PLAT BOOK "O", PAGE 39; THENCE PROCEED NORTH $79^{\circ} 17' 50''$ EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL NO. 2, A DISTANCE OF 327.55 FEET; THENCE NORTH $15^{\circ} 22' 00''$ WEST, A DISTANCE OF 616.82 FEET TO THE POINT OF BEGINNING; THENCE PROCEED SOUTH $74^{\circ} 38' 00''$ WEST, A DISTANCE OF 312.61 FEET TO A 4 INCH SQUARE CONCRETE MONUMENT MARKED "LB2392", THENCE CONTINUE SOUTH $74^{\circ} 38' 00''$ WEST, A DISTANCE OF 31.05 FEET, MORE OR LESS, TO A POINT HEREBY DESCRIBED AS "POINT A" AND TO THE MEAN HIGH WATER LINE OF THE AMELIA RIVER AS ESTABLISHED BY A SURVEY BY ARC SURVEYING & MAPPING, INC., DATED AUGUST 11, 1993 WHICH SHOWS THE MEAN HIGH WATER LINE AT ELEVATION 3.38 FEET, NATIONAL GEODETIC VERTICAL DATUM, 1929; THENCE RETURN TO THE POINT OF BEGINNING AND PROCEED NORTH $74^{\circ} 38' 00''$ EAST A DISTANCE OF 25.00 FEET; THENCE NORTH $15^{\circ} 22' 00''$ WEST A DISTANCE OF 175.00 FEET; THENCE SOUTH $74^{\circ} 38' 00''$ WEST, A DISTANCE OF 374.10 FEET, MORE OR LESS, TO THE AFORESAID MEAN HIGH WATER LINE OF THE AMELIA RIVER; THENCE PROCEED SOUTHEASTERLY ALONG THE MEANDERINGS OF SAID MEAN HIGH WATER LINE TO AFORESAID "POINT A".

BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK
Continued on next page

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Book 977 Page 1788

CONTINUATION OF EXHIBIT "A"

415, PAGE 169 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

RESERVING UNTO THE GRANTOR HEREIN A 60 FOOT PERPETUAL,
NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES, BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE AFOREMENTIONED POINT OF BEGINNING PROCEED NORTH 15°
22' 00" WEST, A DISTANCE OF 100.00 FEET, THENCE NORTH 74° 38'
00" EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH 15° 22' 00 "
EAST A DISTANCE OF 517.20 FEET TO THE NORTHERLY RIGHT OF WAY
LINE OF AN 80 FOOT COUNTY RIGHT OF WAY AS DESCRIBED IN DEED
BOOK 75, PAGE 139 OF THE PUBLIC RECORDS OF NASSAU COUNTY,
FLORIDA, SAID POINT ALSO BEING ON A CURVE WHICH IS CONCAVE TO
THE SOUTHEAST; SAID CURVE HAVING A RADIUS OF 398.10 FEET, A
CENTRAL ANGLE OF 08° 43' 28", AND A CHORD BEARING OF SOUTH 66°
49' 57" WEST AND DISTANCE OF 60.56 FEET; THENCE PROCEED
SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND SAID CURVE, AN
ARC DISTANCE OF 60.62 FEET; THENCE NORTH 15° 22' 00" WEST, A
DISTANCE OF 425.42 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (SALT MARSH BOUNDARY)

BEING A PORTION OF PARCEL "D" AS DESCRIBED IN OFFICIAL RECORDS
BOOK 415, PAGES 169-173 OF THE PUBLIC RECORDS OF NASSAU COUNTY,
FLORIDA, BEING ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF SALT
MARSH LAND SITUATE, LYING AND BEING ON AMELIA ISLAND, IN THE
COUNTY OF NASSAU AND STATE OF FLORIDA AND DESCRIBED AS FOLLOWS:

ALL OF THE SALT MARSH PORTION OF SECTION 14, TOWNSHIP 3 NORTH,
RANGE 28 EAST, AS LIES NORTH OF THE NORTH BANK OF EGAN'S CREEK
AND WEST OF THE WEST RIGHT-OF-WAY OF "COUNTY ROAD 14TH STREET"
AS SHOWN ON DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP
74611-2601, RECORDED IN ROAD PLAT BOOK 6, PAGE 76, OF THE
PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BOUNDED ON THE WEST BY
THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 30,
PAGES 140-141 AND OFFICIAL RECORD BOOK 113, PAGES 601-603 ALL
OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

LESS THEREFROM: ALL THAT CERTAIN PARCEL OF LAND DESIGNATED UPON
AND ACCORDING TO THE OFFICIAL PLAT OF THE CITY OF FERNANDINA
BEACH AS MARSH LOT 13.

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