

\* RET: CONNIE ARTHUR

**RESCISSION AGREEMENT**

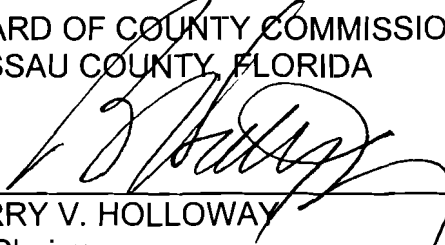
**WHEREAS, HARTS ROAD, LLC**, a Florida limited liability company, its heirs, successors, or assigns ("HARTS"), and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "COUNTY") entered into an agreement dated the 17<sup>th</sup> day of September, 2008, regarding the extension of William Burgess Boulevard; and

**WHEREAS**, the said agreement is recorded in the official records of Nassau County, Florida, at OR Book 1594, Pages 620-629.

**NOW, THEREFORE**, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The agreement of the parties dated September 17, 2008, is hereby rescinded.
2. This Rescission Agreement shall be recorded in the public records of Nassau County, Florida.

BOARD OF COUNTY COMMISSIONERS  
 NASSAU COUNTY, FLORIDA




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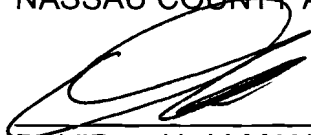
BARRY V. HOLLOWAY  
 Its: Chairman

Attest as to Chairman's signature:

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

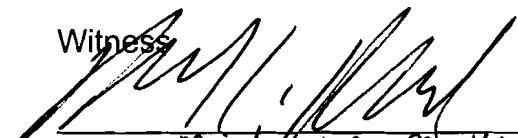
*EBK 1/26/09*

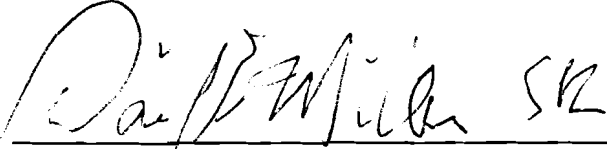
APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:

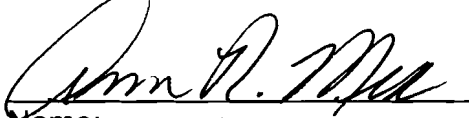
  
\_\_\_\_\_  
DAVID A. HALLMAN

IN WITNESS WHEREOF, the parties hereto, through their duly authorized  
representatives, have executed this Agreement on the day(s) and year set forth below.

HARTS ROAD, LLC

Witness  
  
\_\_\_\_\_  
Name: Michael S. Mullin

  
\_\_\_\_\_  
Name: D.F. Miller, Sr.

  
\_\_\_\_\_  
Name: ANN R. MYERS

Date: 1/29/09

**RESCISSION AGREEMENT**

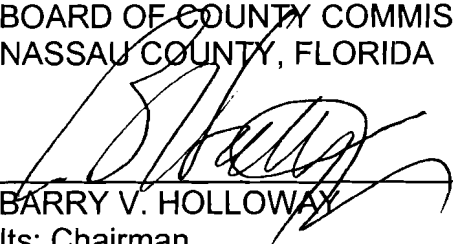
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NASSAU COUNTY, FLORIDA

  
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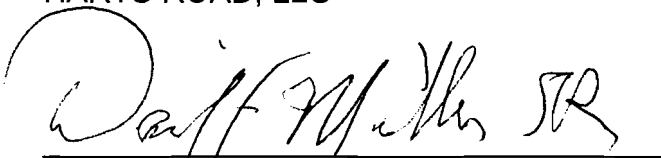
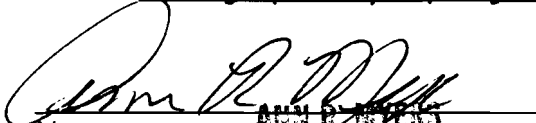
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Witness

  
Name: Michael S. Mullia  
Name: D.F. Miller, Sr.  
Name: ANN R. MYERS

Date: 1/29/09

10

Contract No: CN08-139  
Bid No: \_\_\_\_\_

INSTR # 200830833, Book 1594, Page 620  
Pages 10  
Doc Type AGR, Recorded 11/21/2008 at 11:33 AM,  
John A Crawford, Nassau County Clerk of Circuit Court  
Rec. Fee \$86.50  
#1

### AGREEMENT

**THIS AGREEMENT**, made this 17th day of September **2008**, by and between **HARTS ROAD, LLC, a Florida limited liability company**, its heirs, successors, or assigns (“Harts”), and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (the “County”).

WHEREAS, Harts owns property described in Exhibit “A” (known as “Nassau Crossing”); and

WHEREAS, property previously conveyed to the County for the William Burgess Boulevard extension will require realignment with Harts’ property; and

WHEREAS, Nassau County is desirous of extending William Burgess Boulevard through Harts’ property and finds it is in the best interest of the citizens of the County to extend William Burgess Boulevard.

**NOW, THEREFORE**, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing statements are true and correct and incorporated herein by reference as Findings of Fact.

2. Purpose. The purpose of this Agreement is as follows:

a. To facilitate the conveyance of property to Nassau County for the realignment of William Burgess and credits and re-payment to Harts Road, LLC, for the design and construction of the road.

3. Harts Road, LLC, Obligations and Consideration. Harts Road, LLC, hereby covenants and agrees to the following commitments:

A. Harts Road engineer shall, within thirty (30) days of the date of the joint execution of this Agreement, meet with the County's engineer in order to review the preliminary engineering and construction costs for the project as provided by Harts.

B. Harts shall be responsible for:

a) Surveying of the right-of-way section to be improved;

b) Geotechnical services necessary for the design of the roadway segment;

c) Permitting of a two-lane rural section of roadway with Nassau County, St. Johns River Water Management District, Army Corp of Engineers (as applicable), JEA, Florida department of Environmental Protection (as applicable), and Florida Department of Transportation for the roadway improvements (as applicable);

d) Provision of land for stormwater retention for the full improvements to William Burgess Boulevard (full four-lane buildout).

e) Permit and construct acceleration/deceleration lanes, as required by FDOT, based upon the existing certificate of concurrency, on U.S. 17. The ultimate developer of the property shall be responsible for additional acceleration/deceleration lanes as required by FDOT if there is a change in the permitted use and zoning.

f) Signalization of intersection of U.S. 17 and William Burgess Boulevard, based upon the existing certificate of concurrency, if required by FDOT. The ultimate developer of the property, known as "Nassau Crossing", shall be responsible for signalization requirements by FDOT, if there is a change of permitted uses and zoning.

C. Harts, subject to the terms of this Agreement, shall also do all things necessary to construct the two-lane road extension, including (1) engineering and permitting for a two-lane 24-foot wide section of paved roadway in accordance with Nassau County standards for a rural roadway (swale section); (2) choosing the contractor and paying for the construction and inspection and testing of the roadway section. Harts shall provide a copy, to the County, of the bid and contract for the contractor chosen by Harts and a copy of the proposed engineering costs.

D. Harts shall provide to the County the actual final cost for the construction (including engineering and permitting) of the project as set forth herein.

E. Harts shall be solely responsible for any actual road construction costs (including engineering and permitting) that exceed the preliminary engineering and construction cost estimate by twenty-five percent (25%). Harts shall receive a transportation impact fee credit for fifty percent (50%) of costs that exceed the estimated cost plus twenty-five percent (25%).

4. County Obligations.

A. The County's engineer shall meet with Harts engineer, within thirty (30) days of the joint execution of this Agreement, in order to review the preliminary engineering (permitting and construction costs for the project as provided by Harts).

B. The County Commission shall, within two (2) weeks of the date of the meeting as set forth above, meet to consider, for approval, the preliminary costs plus twenty-five percent (25%).

C. The County agrees, if the preliminary costs are approved, it shall be responsible to reimburse Harts for the actual final costs of engineering, construction and permitting as set forth in Paragraph 3(B) up to a maximum of the preliminary costs, plus twenty-five percent (25%).

D. To inspect the road on a timely basis and accept it as a County road based upon its being constructed to County standards (24 foot wide paved roadway in accordance with County Standards for a Collector roadway) (Rural Cross-Section).

E. Reimbursement for the actual construction costs and engineering costs, including permitting, (up to a maximum of twenty-five percent (25%) above preliminary costs), by the County shall occur, subject to the Prompt Payment Act, after the actual completion and acceptance of the road by the County, which shall not be unreasonably withheld.

F. Enter into an agreement with CSX to close the Harts Road crossing and construct a crossing at William Burgess Boulevard.

5. Preliminary Costs. The parties agree that if the preliminary costs plus twenty-five percent (25%) are not approved by the Board of County Commissioners, the Agreement is null and void, and neither party shall be responsible for further obligations, nor is any party responsible for the costs incurred by either party.

6. Agreement Consistent with Comprehensive Plan and Florida Statutes 163.3180. The County hereby acknowledges and agrees that (i) the development contemplated by this Agreement is consistent with the County's Comprehensive Plan and Land Development



Regulations, and (ii) that the County's Comprehensive Plan is in compliance with the State of Florida Comprehensive Plan.

7. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

8. Joint Preparation. Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

9. Assignment. Harts shall advise, in writing, the Board of County Commissioners of any assignment of this Agreement.

10. Exhibits. All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

11. Captions or Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Development Agreement, nor the intent of any provision hereof.

12. Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

13. Effective Date; Duration of Agreement. This Agreement shall become effective after it has been executed by all parties and an attestation of the Clerk.

14. Amendment. This Agreement may be amended by mutual consent of the parties.

15. Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

16. Resolution of Dispute. Should any dispute arise as to the interpretation of this Agreement or timelines of the obligations, the parties shall schedule a meeting with the parties included herein within five (5) working days of the written notification of the dispute. Said meeting shall be for the purpose of resolving the dispute, if the dispute is not resolved, the Board of County Commissioners shall schedule a meeting within ten (10) working days of the dispute meeting to address the dispute with Harts. The initial meeting shall include the County Coordinator, the Director of Engineering Services, the County Attorney, Harts' representatives, and Michael S. Mullin. The initial statement of dispute shall be set forth in written form and provided to the representatives listed herein. The statement shall also request the meeting. This procedure shall be followed prior to any litigation occurring.

17. Litigation. If either party must resort to litigation to enforce this Agreement, the prevailing party shall be entitled to collect attorney's fees and costs. Venue for any litigation shall be Nassau County, Florida. The remedies shall include legal and equitable remedies.

18. Notices. Any notices or reports required by this Agreement shall be sent to the following:

For the County:

Mr. Ed Sealover  
96160 Nassau Place  
Yulee, FL 32097

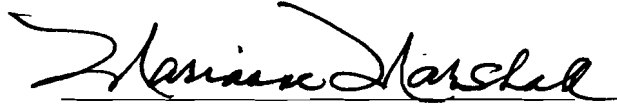
For the Harts:

Michael S. Mullin, Attorney at Law  
Rogers Towers, P.A.  
960185 Gateway Blvd., Suite 203  
Amelia Island, FL 32034

19. Benefits to County. The County hereby acknowledges and agrees that this Agreement substantially benefits the County in its capital improvement planning program to provide certainty in planning and scheduling traffic improvements to serve not only the residents of these developments and those County residents utilizing the development, but all the citizens of Nassau County.

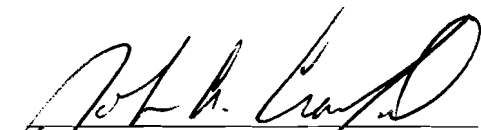
Passed and Duly Adopted by the Board of County Commissioners of Nassau County, Florida, this 17th day of September, 2008.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL  
Its: Chairman

Attest as to Chairman's signature:



JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

*esg 10/6/08*

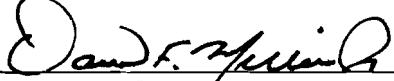
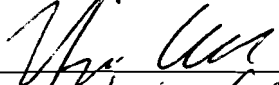
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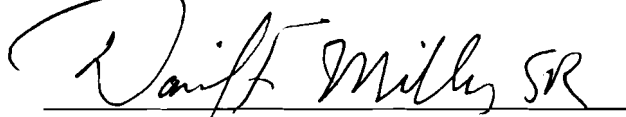
DAVID A. HALLMAN

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Witness

  
Name: David Miller Jr  
Name: Alice Gillette

HARTS ROAD, LLC



Name: D. F. Miller, Sr.

Date: 8/15/08

JAX\1219420\_1

**EXHIBIT "A"**

**Nassau Crossing PLID (R06-013) - as recommended by the Planning & Zoning Board on April 4, 2006 - to BOCC April 24, 2006**

LEGAL DESCRIPTION:

⊖ A PORTION OF THE JOHN LOWE MILL GRANT, SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 1, WIDE ROAD ACRES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGES 404-406, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, WITH THE EASTERLY RIGHT-OF-WAY LINE OF HARTS ROAD, AN 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND IN USE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING (5) COURSES; (1) NORTH  $22^{\circ}33'64''$  WEST A DISTANCE OF 616.85 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 758.08 FEET; (2) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $25^{\circ}33'64''$ , AN ARC DISTANCE OF 342.02 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH  $09^{\circ}33'64''$  WEST A DISTANCE OF 339.13 FEET; (3) THENCE NORTH  $03^{\circ}33'64''$  EAST A DISTANCE OF 1803.37 FEET; (4) THENCE SOUTH  $89^{\circ}33'64''$  WEST A DISTANCE OF 10.02 FEET TO A POINT WHERE SAID RIGHT-OF-WAY TRANSITIONS TO A 60 FOOT RIGHT-OF-WAY; (5) THENCE NORTH  $03^{\circ}33'64''$  EAST A DISTANCE OF 3625.08 FEET; THENCE NORTH  $51^{\circ}33'64''$  EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 177.53 FEET; THENCE SOUTH  $38^{\circ}33'64''$  EAST A DISTANCE OF 690.40 FEET; THENCE NORTH  $51^{\circ}33'64''$  EAST A DISTANCE OF 567.90 FEET TO INTERSECT THE WESTERLY RIGHT-OF-WAY LINE OF THE C.S.X. RAILROAD RIGHT-OF-WAY (A TRANSITIONAL RIGHT-OF-WAY); THENCE SOUTH  $14^{\circ}33'64''$  EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2073.63 FEET TO A POINT WHERE SAID RIGHT-OF-WAY BECOMES A 200 FOOT RIGHT-OF-WAY; THENCE SOUTH  $05^{\circ}33'64''$  WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 3956.58 FEET TO THE NORTHEASTERLY CORNER OF LOT 36, WIDE ROAD ACRES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGES 404-406, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH  $67^{\circ}33'64''$  WEST, ALONG THE NORTHERLY LINE OF SAID LOT 36, A DISTANCE OF 394.32 FEET TO THE SOUTHEASTERLY CORNER OF AFORESAID LOT 1; THENCE NORTH  $22^{\circ}33'64''$  WEST, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 150.08 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE SOUTH  $67^{\circ}33'64''$  WEST, ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 780.46 FEET TO THE POINT OF BEGINNING.

LESS THEREFROM RIGHT OF WAY FOR WILLIAM BURGESS ROAD RECORDED IN OFFICIAL RECORD BOOK 1049 PAGES 1753 - 1755 OF THE PUBLIC RECORDS OF NASSAU COUNTY FLORIDA

⊖ ALSO LESS A 272 ACRE PARCEL OF UPLANDS AT THE SOUTHERLY TIP OF THE ABOVE DESCRIBED LANDS BOUNDED ON THE WEST BY THE EASTERLY RIGHT-OF-WAY LINE OF HARTS ROAD, BOUNDED ON THE SOUTH BY THE NORTHERLY LINE OF LOT 1, WIDE ROAD ACRES, PLAT BOOK 5, PAGES 404-406 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA AND BOUNDED ON THE NORTH BY THE JURISDICTIONAL WETLANDS LINE FOR THIS AREA.

CONTAINING 197.36 ACRES MORE OR LESS



JOHN A. CRAWFORD  
Clerk of the Circuit Court / Comptroller  
Ex-Officio Clerk to the Board of County Commissioners  
Nassau County



December 22, 2008

Department of Community Affairs  
c/o Mr. Ray Eubanks, Plan Processing Administrator  
Division of Community Planning  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399

RE: Development Agreement, Harts Road LLC

Dear Mr. Eubanks:

During a regular session of the Nassau County Board of County Commissioners held September 17, 2008, the Board approved and authorized the Chairman to sign the referenced agreement. I have enclosed a certified copy of the fully executed and recorded document for your records.

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

Sincerely,

A handwritten signature in black ink, appearing to read "John A. Crawford".

John A. Crawford  
Ex-Officio Clerk

Enclosure

xc: Michael S. Mullin, Esq., Harts Road, LLC  
Engineering Services Department

10

Contract No: CN08-139  
Bid No: \_\_\_\_\_

INSTR # 200830833, Book 1594, Page 620  
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15. Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

16. Resolution of Dispute. Should any dispute arise as to the interpretation of this Agreement or timelines of the obligations, the parties shall schedule a meeting with the parties included herein within five (5) working days of the written notification of the dispute. Said meeting shall be for the purpose of resolving the dispute, if the dispute is not resolved, the Board of County Commissioners shall schedule a meeting within ten (10) working days of the dispute meeting to address the dispute with Harts. The initial meeting shall include the County Coordinator, the Director of Engineering Services, the County Attorney, Harts' representatives, and Michael S. Mullin. The initial statement of dispute shall be set forth in written form and provided to the representatives listed herein. The statement shall also request the meeting. This procedure shall be followed prior to any litigation occurring.

17. Litigation. If either party must resort to litigation to enforce this Agreement, the prevailing party shall be entitled to collect attorney's fees and costs. Venue for any litigation shall be Nassau County, Florida. The remedies shall include legal and equitable remedies.

18. Notices. Any notices or reports required by this Agreement shall be sent to the following:

For the County:

Mr. Ed Sealoover  
96160 Nassau Place  
Yulee, FL 32097

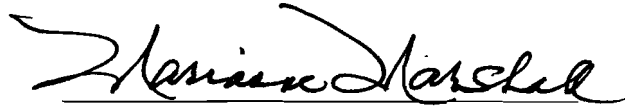
For the Harts:

Michael S. Mullin, Attorney at Law  
Rogers Towers, P.A.  
960185 Gateway Blvd., Suite 203  
Amelia Island, FL 32034

19. Benefits to County. The County hereby acknowledges and agrees that this Agreement substantially benefits the County in its capital improvement planning program to provide certainty in planning and scheduling traffic improvements to serve not only the residents of these developments and those County residents utilizing the development, but all the citizens of Nassau County.


Passed and Duly Adopted by the Board of County Commissioners of Nassau County, Florida, this 17th day of September, 2008.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL  
Its: Chairman

Attest as to Chairman's signature:

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

ESK 10/6/08

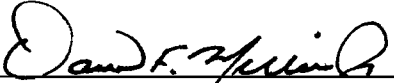
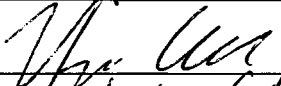
APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:



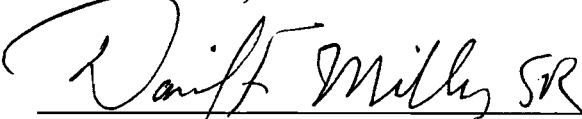
DAVID A. HALLMAN

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Witness

  
Name: David Miller Jr  
Name: Nicole Gillette

HARTS ROAD, LLC

  
Name: D. F. Miller, Sr.

Date: 8/15/08

JAX1219420\_1

**EXHIBIT "A"**



LEGAL DESCRIPTION:

⊙ A PORTION OF THE JOHN LOWE MILL GRANT, SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 1, "WIDE ROAD ACRES" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGES 404-406, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, WITH THE EASTERLY RIGHT-OF-WAY LINE OF HART'S ROAD, AN 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND IN USE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING (5) COURSES; (1) NORTH  $22^{\frac{33}{64}}32'31''$  WEST A DISTANCE OF 616.85 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 758.08 FEET; (2) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $25^{\frac{33}{64}}51'00''$ , AN ARC DISTANCE OF 342.02 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH  $09^{\frac{33}{64}}37'01''$  WEST A DISTANCE OF 339.13 FEET; (3) THENCE NORTH  $03^{\frac{33}{64}}18'29''$  EAST A DISTANCE OF 1803.37 FEET; (4) THENCE SOUTH  $89^{\frac{33}{64}}17'53''$  WEST A DISTANCE OF 10.02 FEET TO A POINT WHERE SAID RIGHT-OF-WAY TRANSITIONS TO A 60 FOOT RIGHT-OF-WAY; (5) THENCE NORTH  $03^{\frac{33}{64}}18'29''$  EAST A DISTANCE OF 3625.08 FEET; THENCE NORTH  $51^{\frac{33}{64}}09'44''$  EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 177.53 FEET; THENCE SOUTH  $38^{\frac{33}{64}}50'16''$  EAST A DISTANCE OF 690.40 FEET; THENCE NORTH  $51^{\frac{33}{64}}14'34''$  EAST A DISTANCE OF 567.90 FEET TO INTERSECT THE WESTERLY RIGHT-OF-WAY LINE OF THE C.S.X. RAILROAD RIGHT-OF-WAY (A TRANSITIONAL RIGHT-OF-WAY); THENCE SOUTH  $14^{\frac{33}{64}}43'23''$  EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2073.63 FEET TO A POINT WHERE SAID RIGHT-OF-WAY BECOMES A 200 FOOT RIGHT-OF-WAY; THENCE SOUTH  $05^{\frac{33}{64}}55'38''$  WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 3956.58 FEET TO THE NORTHEASTERLY CORNER OF LOT 36, "WIDE ROAD ACRES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGES 404-406, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH  $67^{\frac{33}{64}}27'21''$  WEST, ALONG THE NORTHERLY LINE OF SAID LOT 36, A DISTANCE OF 394.32 FEET TO THE SOUTHEASTERLY CORNER OF AFORESAID LOT 1; THENCE NORTH  $22^{\frac{33}{64}}31'30''$  WEST, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 150.08 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE SOUTH  $67^{\frac{33}{64}}28'48''$  WEST, ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 780.46 FEET TO THE POINT OF BEGINNING.

LESS THEREFROM RIGHT OF WAY FOR WILLIAM BURGESS ROAD RECORDED IN OFFICIAL RECORD BOOK 1049 PAGES 1753 - 1755 OF THE PUBLIC RECORDS OF NASSAU COUNTY  
FLORIDA

⊙ ALSO LESS A 272 ACRE PARCEL OF UPLANDS AT THE SOUTHERLY TIP OF THE ABOVE DESCRIBED LANDS BOUNDED ON THE WEST BY THE EASTERLY RIGHT-OF-WAY LINE OF HART'S ROAD, BOUNDED ON THE SOUTH BY THE NORTHERLY LINE OF LOT 1, "WIDE ROAD ACRES", PLAT BOOK 5, PAGES 404-406 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA AND BOUNDED ON THE NORTH BY THE JURISDICTIONAL WETLANDS LINE FOR THIS AREA.

CONTAINING 197.36 ACRES MORE OR LESS