

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT made this 5th day of July, 2009, by and between STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter "FDOT") and STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter "FDEP") for the use and benefit of the Division of Recreation and Parks, BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (herein TRUSTEES), NASSAU COUNTY, FLORIDA (herein NASSAU), and CITY OF JACKSONVILLE, FLORIDA (herein JACKSONVILLE).

WITNESSETH

WHEREAS, FDOT, FDEP, TRUSTEES, NASSAU and JACKSONVILLE have previously entered into an Agreement dated July 21, 2003, to utilize the old bridge over the Nassau River as a fishing pier, and

WHEREAS, in paragraph 3 of the Agreement, an error in terminology was made in which it stated that FDOT would inspect the bridge semiannually (twice a year) and the intention was that FDOT would inspect the bridge biennially (every two years) as is FDOT'S practice for all bridges in District 2.

NOW THEREFORE, in consideration of the premises and covenants hereinafter contained, the parties agree as follows:

- 1. The term semiannually in Paragraph 3 shall be changed to biennially.
- 2. All other terms of the original agreement remain unchanged.

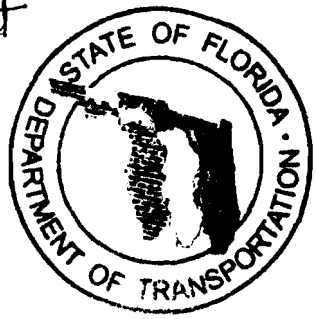
This amendment may be executed in counterparts, the original counterparts of which, when taken together, shall be deemed to constitute an entire and original Agreement.

The parties hereto have caused these presents to be executed, the date and year first above written.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: [Signature]
Charles W. Baldwin, P.E.
District 2 Secretary

ATTEST [Signature]
Executive Secretary Notary



REVIEWED:
[Signature]
FDOT DISTRICT 2 LEGAL

**STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION, DIVISION OF RECREATION AND PARKS**

By: Bob G. Ballard
Bob G. Ballard, Deputy Secretary

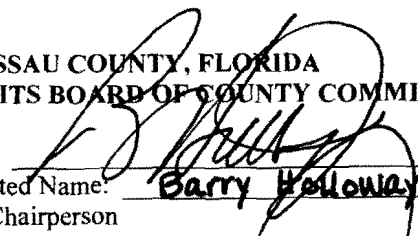
**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA**

By: Bob G. Ballard
Bob G. Ballard, Deputy Secretary
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

APPROVED AS TO FORM AND LEGALITY:

Samuel J. Allen
FDEP LEGAL

NASSAU COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

BY: 
Printed Name: Barry Holloway
Its Chairperson

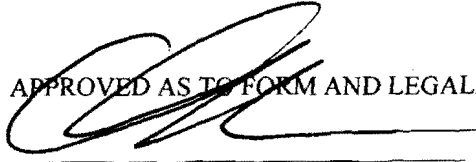
(OFFICIAL SEAL)

ATTESTATION, ONLY TO AUTHENTICITY AS TO
CHAIRMAN'S SIGNATURE:


Printed Name: John A. Crawford
Its Ex-Officio

EBK 5/12/09

APPROVED AS TO FORM AND LEGALITY:


Nassau County Attorney

ATTEST:

Neill W. DeArment
Printed Name: **Neill W. DeArment**
Corporation Secretary **5-14-07**

(Corporate Seal)

CITY OF JACKSONVILLE

BY: *Kerri Stewart* Stewart
John Peyton, Mayor Deputy Chief Administrative Officer
For: Mayor John Peyton
Under Authority of:
Executive Order No. 07-12

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

[Signature]
Director of Administration and Finance
City Contract Number: **7162-58** *[Signature]*

APPROVED AS TO FORM AND LEGALITY:

Neill W. DeArment
Office of the General Counsel

EXHIBIT "A"

Three parcels of land located in Sections 11, 12 and 13, Township 1 North, Range 28 East, Duval County, Florida, as described in that Stipulated Order of Taking recorded in Official Records Book 8028, Page 2017, Public Records of Duval County, Florida, said three parcels being described as follows:

PARCEL 1:

"Parcel Number 100, Part 'A'

A parcel of land, in Unsurveyed Section 13, Township 1 North, Range 28 East, Jacksonville, Duval County, Florida, said parcel being more particularly described as follows:

For POINT OF BEGINNING, commence at the corner common to Unsurveyed Section 11, 12, 13, and 14, Township and Range aforementioned, and run North $87^{\circ}41'30''$ East, along the line dividing said Unsurveyed Section 12 and 13, a distance of 755.15 feet to a point of State Road 105 (and/or State Road A-1-A); run thence Southwesterly, along said right-of-way line, and along the arc of a curve, concave Southeasterly and having a radius of 1,674.96 feet, a chord distance of 538.07 feet to the point of tangency of said curve, the bearing of the aforementioned chord being South $28^{\circ}26'24''$ West; run thence South $19^{\circ}11'50''$ West, a distance of 399 feet, more or less, to the water of Sawpit Creek; run thence Southwesterly along said waters, following the meanderings of same, a distance of 370 feet, more or less, to a point in the line dividing said Unsurveyed Section 13 and 14 which bears South $00^{\circ}04'30''$ East from the POINT OF BEGINNING; run thence North $00^{\circ}04'30''$ West along said Section dividing line, a distance of 830 feet, more or less, to the POINT OF BEGINNING."

PARCEL 2:

"Parcel Number 100, Part 'B'

A parcel of land, in Unsurveyed Section 11, Township 1 North, Range 28 East, Jacksonville, Duval County, Florida, said parcel being more particularly described as follows:

For POINT OF BEGINNING, commence at the corner common to Unsurveyed Section 11, 12, 13, and 14, Township and Range aforementioned, and run South $87^{\circ}41'30''$ West along the line dividing said Sections 11 and 14, a distance of 1,366.13 feet to a point, run thence North $00^{\circ}04'30''$ West, a distance of 1,070 feet, more or less, to the waters of the Intracoastal Waterway; run thence Northeasterly, along said waters, and Southeasterly, along the waters of Nassau Sound, following the meanderings of said waters, a distance of 2,100 feet, more or less, to a point in the line dividing said Unsurveyed Section 11 and 12 which bears North $00^{\circ}04'30''$ West from the POINT OF BEGINNING; run thence South $00^{\circ}04'30''$ East along said dividing line, a distance of 1,550 feet, more or less, to the POINT OF BEGINNING."

PARCEL 3:

"Parcel Number 101

'Fractional Section 12, Township 1 North, Range 28 East (excepting therefrom that part recorded in Deed Book 1387, Page 388) current public records Duval County, Florida.' "

LESS AND EXCEPT:

That portion of PARCEL 3 as described above lying southeasterly of that part recorded in Deed Book 1387, Page 388, Public Records of Duval County, Florida.

AND:

PARCEL 4

A parcel of land in Sections 13 and 14, Township 1 North, Range 28 East, Duval County, Florida, described as follows:

Commence at the northwest corner of said Section 13, thence S. 00°09'11" E. along the west line of said Section 13 a distance of 1867.11 feet to a point on the northwesterly right of way line of old State Road No. A1A, as said right of way line is shown on the Right of Way Map of new State Road No. A1A, W.P.I. Nos. 2118090 and 2114796, Sections 74130-2517 and 72260-2533, for the POINT OF BEGINNING, said point being on a curve concave to the southeast and having a radius of 2009.86 feet; thence northeasterly along the arc of said curve, through a central angle of 01°01'40" for an arc length of 36.05 feet, said arc being subtended by a chord which bears N. 18°41'00" E. for 36.05 feet to a point of tangency; thence N. 19°11'50" E., continuing along said right of way line of old State Road No. A1A, a distance of 599.32 feet to the waters of Sawpit Creek; thence southerly along said Sawpit Creek a distance of 111 feet, more or less, to a point on the new northwesterly right of way line of State Road No. A1A, as said right of way line is shown on that Right of Way Map identified above, said point being on a curve concave to the southeast and having a radius of 1937.95 feet; thence southwesterly along the arc of said curve, through a central angle of 36°42'00" for an arc distance of 1241.32 feet, said arc being subtended by a chord which bears S. 19°58'30" W. for 1220.21 feet, to a point of intersection with the northwesterly right of way line of old State Road No. A1A, said point being on a curve concave to the southeast and having a radius of 2009.86 feet; thence northeasterly along the arc of said curve, through a central angle of 16°32'40" for an arc length of 580.36 feet, said arc being subtended by a chord which bears N. 09°53'50" W. for 578.35 feet to the POINT OF BEGINNING:

AND:

PARCEL 5

A parcel of land located in Sections 12 and 13, Township 1 North, Range 28 East, Duval County, Florida, described as follows:

Commence at the northwest corner of said Section 13, thence N. 87°36'49" E along the north line of said Section 13 a distance of 758.22 feet to the northwesterly right of way line of old State Road No. A1A, as said right of way line is shown on the Right of Way Map of new State Road No. A1A, W.P.I. Nos. 2118090 and 2114796, Sections 74130-2517 and 72260-2533, for the

POINT OF BEGINNING, said point being on a curve concave to the southeast and having a radius of 1674.96 feet; thence northeasterly along the arc of said curve, through a central angle of $13^{\circ}18'13''$ for an arc length of 388.91 feet, said arc being subtended by a chord which bears N. $44^{\circ}22'04''$ E. for 388.04 feet to the waters of Nassau Sound; thence southeasterly along said Nassau Sound a distance of 316 feet, more or less, to a point on the southeasterly right of way line of said old State Road No. A1A, said point being on a curve concave to the southeast and having a radius of 1474.96 feet; thence southwesterly along the arc of said curve, through a central angle of $32^{\circ}24'17''$ for an arc length of 834.19 feet, said arc being subtended by a chord which bears S. $35^{\circ}23'59''$ W. for 823.12 feet to the point of tangency; thence S. $19^{\circ}11'50''$ W. along said right of way line a distance of 367.25 feet to the waters of Sawpit Creek; thence northwesterly along said Sawpit Creek a distance of 244 feet, more or less, to a point on said northwesterly right of way line; thence N. $19^{\circ}11'50''$ E. along said northwesterly right of way line a distance of 228.25 feet to a point of curvature of a curve to the right, concave southeasterly, having a radius of 1674.96 feet; thence northeasterly along the arc of said curve, through a central angle of $18^{\circ}31'08''$ for an arc length of 541.37 feet to the POINT OF BEGINNING:

AND:

PARCEL 6

A parcel of land located in that portion of unsurveyed Township 1 North, Range 28 East lying Northeasterly of Nassau Sound and in Section 44, Samuel Harrison Grant, Township 1 North, Range 28 East, Nassau County, Florida, described as follows:

Commence at the northwest corner of Section 13, Township 1 North, Range 28 East, thence N. $87^{\circ}36'49''$ E along the north line of said Section 13 a distance of 758.22 to the northerly right of way line of old State Road No. A1A, as said right of way line is shown on the Right of Way Map of new State Road No. A1A, W.P.I. Nos. 2118090 and 2114796, Sections 74130-2517 and 72260-2533, said point being on a curve concave to the southeast and having a radius of 1674.96 feet; thence northeasterly along the arc of said curve, through a central angle of $19^{\circ}58'52''$ for an arc length of 584.12 feet, said arc being subtended by a chord which bears N. $47^{\circ}42'24''$ E. for 581.16 feet to a point of tangency; thence N. $57^{\circ}41'50''$ E. continuing along said right of way line of old State Road No. A1A a distance of 3310.43 feet to the waters of Nassau Sound and the POINT OF BEGINNING; thence continue N. $57^{\circ}41'50''$ E. along said right of way line a distance of 230.57 feet to a point of curvature of a curve to the left, concave northwesterly, having a radius of 3336.03 feet; thence northeasterly along the arc of said curve, through a central angle of $09^{\circ}56'09''$ for an arc length of 578.51 feet to a point of intersection with the new northerly right of way line of State Road No. A1A, as said right of way line is shown on that Right of Way Map identified above; thence S. $47^{\circ}45'41''$ W. along said new right of way line a distance of 842.75 feet to the waters of said Nassau Sound; thence northerly along said Nassau Sound a distance of 98 feet, more or less, to the northerly right of way line of old State Road No. A1A and the POINT OF BEGINNING.

AGREEMENT

THIS AGREEMENT, made this 21st day of July 2003, by and between STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (herein FDOT), STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (herein FDEP) for the use and benefit of the Division of Recreation and Parks, BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (herein TRUSTEES), NASSAU COUNTY, FLORIDA (herein NASSAU), and CITY OF JACKSONVILLE, FLORIDA (herein JACKSONVILLE).

WITNESSETH:

WHEREAS, FDOT has constructed a new bridge over the Nassau River, which is the boundary line between Nassau County and the City of Jacksonville; and

WHEREAS, FDEP, NASSAU and JACKSONVILLE have requested that FDOT not remove the old bridge and its approaches (hereinafter collectively referred to as "the Bridge") when it is no longer needed as a transportation facility and instead to allow the Bridge to be used as a public recreation facility; and

WHEREAS, in anticipation of FDOT's transfer of ownership of the Bridge to the TRUSTEES, FDOT has at its expense maintained the Bridge (including structural repairs and repainting) as deemed necessary by FDOT; and

WHEREAS, in anticipation of FDOT's transfer of ownership of the Bridge to the TRUSTEES, FDOT has constructed improvements thereon, such as placing barricades as are necessary to route the traffic to the new bridge and to prevent vehicular access to the Bridge (except for emergency, maintenance and other FDEP [or its concessionaires'] vehicles); and

WHEREAS, in anticipation of FDOT's transfer of ownership of the Bridge to the TRUSTEES, FDOT has designed and constructed the expansion of the former parking areas at each end of the Bridge to accommodate an additional one hundred (100) parked cars, constructed a restroom facility (together with associated well and septic system) at the south end of the Bridge, installed bicycle and service accesses, and installed traffic control and safety devices; and

WHEREAS, FDEP, NASSAU and JACKSONVILLE are willing to assume financial

responsibility for the maintenance of the Bridge following transfer of ownership; and

WHEREAS, FDEP has inspected the FDOT improvements and is willing to accept management, supervision and administrative responsibilities relating to the Bridge (together with all improvements) under the state park system following transfer of ownership to the TRUSTEES.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, the parties agree as follows:

1. FDOT will transfer ownership of the Bridge and related improvements described on **Composite Exhibit A**, attached hereto, to the TRUSTEES. Upon said transfer, FDEP will assume management of the Bridge and related improvements on behalf of the TRUSTEES, and assume responsibility for administering the facilities and operating the same for public recreation purposes under the state park system.

2. Transfer of ownership of the Bridge shall comply with TRUSTEES' requirements for a donation as set forth in Section 18-1.013, F.A.C. FDOT and FDEP agree to coordinate the transfer of ownership as follows:

a. FDEP shall at its expense be responsible for obtaining title insurance, as appropriate. Should a title defect be noted, FDOT at its sole option, may elect to cure any such defect. If FDOT elects not to cure any such defect, however, TRUSTEES may elect to not accept the transfer of ownership of the bridge and its improvements.

b. FDEP shall at its expense order an environmental audit covering the Bridge and shall coordinate the results of said audit with FDOT. Should contamination be found, FDOT, at its sole option, may elect to remove any such contamination. If FDOT elects not to remove any such contamination, however, TRUSTEES may elect to not accept the transfer of ownership of the Bridge and its improvements.

c. FDOT shall provide FDEP with a survey and legal description of the Bridge which is acceptable to FDEP.

3. Following transfer of ownership, FDOT will inspect the Bridge semiannually and report on its condition to FDEP, NASSAU and JACKSONVILLE and recommend necessary maintenance. FDOT shall not have any financial obligation in the maintenance of the Bridge.

4. NASSAU will contribute to the expense of maintaining the Bridge as a recreational facility by contributing \$15,000.00 per annum. The Board of County Commissioners

of Nassau County agrees to covenant and appropriate the amount necessary for the annual contribution. This is not a pledge of ad valorem monies.

5. JACKSONVILLE agrees to contribute \$35,000 per annum toward the expense of maintaining the Bridge as a recreational facility.

6. Funds contributed by NASSAU and JACKSONVILLE for the first year shall be deposited to the FDEP State Park Trust Fund account within thirty (30) days of the final execution of this Agreement. The funds will be deposited in said account on the same date each year thereafter. FDEP shall not release or expend funds contributed by NASSAU and JACKSONVILLE without their consent, as such relates to the contribution by each. FDEP will identify and coordinate projects for which funds held in the grant account are to be used. FDEP will report to NASSAU and JACKSONVILLE no later than July 31 of each year the status of the grant account, including the amount of funds (together with accrued interest) and expenditures.

7. FDEP will accept responsibility for the future upkeep and maintenance of the Bridge after transfer of title from FDOT to the TRUSTEES.

8. The term of this Agreement shall commence on the date and year first above written and shall remain in effect until any of the parties terminates this Agreement, with or without cause, by giving ninety (90) days prior written notice of such termination to the other parties.

9. The performance and obligations of NASSAU and JACKSONVILLE are contingent upon an annual appropriation by the respective funding authority of each party. FDEP'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE.

10. As part of the state park system, FDEP shall be allowed to collect and retain fees it deems appropriate for the public use of the Bridge.

11. All new facilities, programs and services shall be compliant with the Florida Accessibility Code and the federal Americans with Disabilities Act (ADA). Failure to provide facilities, programs, and services that are compliant with both the Florida Accessibility Code and the federal Americans with Disabilities Act (ADA) shall be considered a breach of this Agreement.


12. Any dispute arising under this Agreement, which is not disposed of by agreement,

shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to all disputing parties. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne and shared equally by all parties involved in or party to the dispute. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.

13. This Agreement may be executed in counterparts, the original counterparts of which, when taken together, shall be deemed to constitute an entire and original Agreement.

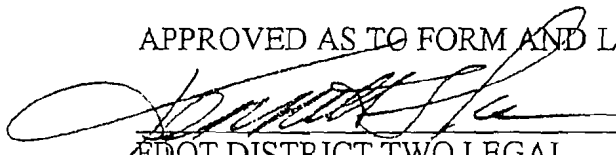
The parties hereto have caused these presents to be executed, the day and year first above written.

**FLORIDA DEPARTMENT OF
TRANSPORTATION**

BY: 
AAGE G. SCHRODER, III
District Two Secretary

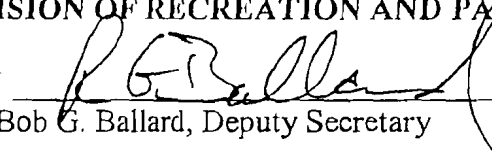
ATTEST: 
EXECUTIVE SECRETARY/NOTARY

APPROVED AS TO FORM AND LEGALITY:


FDOT DISTRICT TWO LEGAL

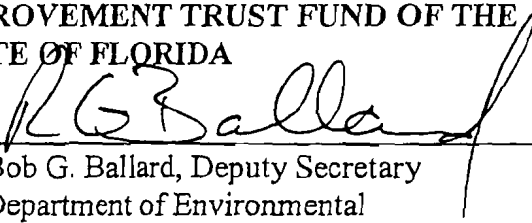
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF RECREATION AND PARKS

BY: _____

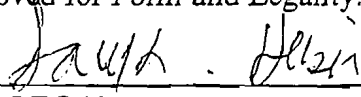

Bob G. Ballard, Deputy Secretary

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

BY: _____

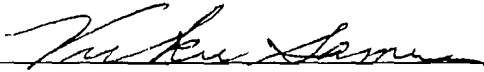

Bob G. Ballard, Deputy Secretary
Department of Environmental
Protection, as agent for and on behalf
of the Board of Trustees of the
Internal Improvement Trust Fund
of the State of Florida

Approved for Form and Legality:



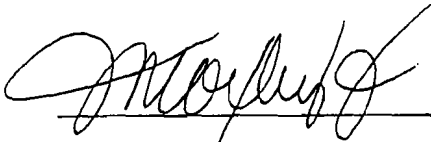
FDEP LEGAL

NASSAU COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____

Vickie Samus

Its: Chairman

_____

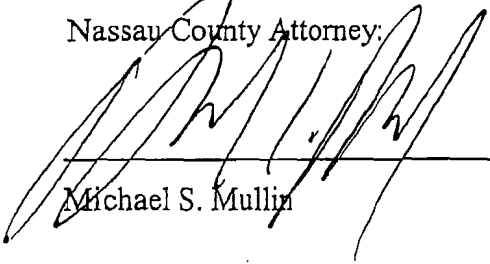
(OFFICIAL SEAL)

J. M. "Chip" Oxley, Jr.

Its: Ex-Officio Clerk

Approved as to form by the

Nassau County Attorney:

_____

Michael S. Mullin

ATTEST:

CITY OF JACKSONVILLE

Neill W. McArthur, Jr.

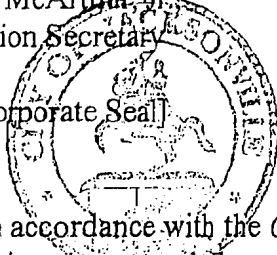
Neill W. McArthur, Jr.
Corporation Secretary

By: *[Signature]*

John A. Delaney, Mayor

Date: May 5, 2003

[Corporate Seal]



In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

[Signature]

MS/ Director of Administration and Finance
City Contract Number: 7162-58 *jc*

FORM APPROVED:

By: *Karen K. Chastain*
Office of General Counsel

Old Bridge and Approaches

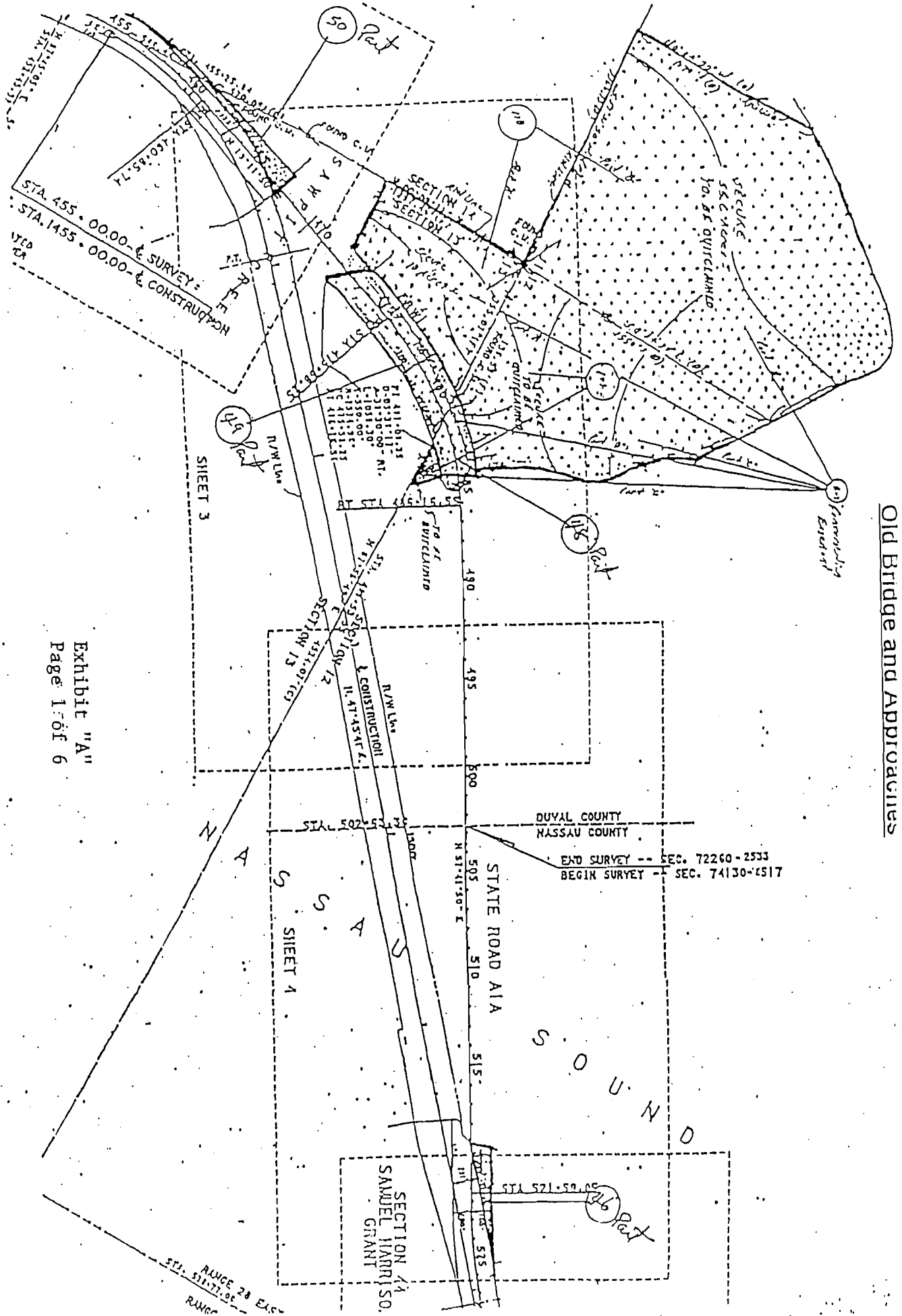


Exhibit "A"
Page 1 of 6

This legal description written
By: V. G. Parker Date: Oct. 13, 1999
State of Florida
Department of Transportation
Post Office Box 1089
Lake City, Florida 32056-1089

PARCEL NO. 100.1 and
101.1
SECTION 72260-2533
STATE ROAD A1A
COUNTY OF Duval

DESCRIPTION TO BE QUITCLAIMED:

PARCEL NUMBER 100.1

SECTION 72260-2533

PART "A"

"A parcel of land, in unsurveyed Section 13, Township 1 North, Range 28 East, Jacksonville, Duval County, Florida, said parcel being more particularly described as follows:

For point of beginning, commence at the corner common to Unsurveyed Sections 11, 12, 13, and 14, Township and Range aforementioned, and run North 87 degrees 41 minutes 30 seconds East, along the line dividing said Unsurveyed Sections 12 and 13, a distance of 755.15 feet to a point in a curve located in the Northwesterly right of way line of State Road 105 (and/or State Road A-1-A); run thence Southwesterly, along said right of way line, and along the arc of a curve, concave Southeasterly and having a radius of 1,674.96 feet, a chord distance of 538.07 feet the point of tangency of said curve, the bearing of the aforementioned chord being South 28 degrees 26 minutes 24 seconds West; run thence South 19 degrees 11 minutes 50 seconds West, a distance of 399 feet, more or less, to the waters of Sawpit Creek; run thence Southwesterly along said waters, following the meanderings of same, a distance of 370 feet, more or less, to a point in the line dividing said Unsurveyed Sections 13 and 14 which bears South 00 degrees 04 minutes 30 seconds East from the point of beginning; run thence North 00 degrees 04 minutes 30 seconds West along said Section dividing line, a distance of 830 feet, more or less, to the point of beginning."

Containing 10.00 acres, more or less.

ALSO:

PART "B"

"A parcel of land in Unsurveyed Section 11, Township 1 North, Range 28 East, Jacksonville, Duval County, Florida, said parcel being more particularly described as follows:

For point of beginning, commence at the corner common to Unsurveyed Sections 11, 12, 13 and 14, Township and Range aforementioned, and run South 87 degrees 41 minutes 30 seconds West along the line dividing said Sections 11 and 14, a distance of 1,366.13 feet to a point; run thence North 00 degrees 04 minutes 30 seconds West, a distance of 1,070 feet more or less, to the waters of the Intracoastal Waterway; run thence Northeasterly, along said waters, and Southeasterly, along the waters of Nassau South, following the meanderings of said waters, a distance of 2,100 feet, more or less, to a point in the line dividing said Unsurveyed Sections 11 and 12 which bears North 00 degrees 04 minutes 30 seconds West from the point of beginning; run thence South 00 degrees 04 minutes 30 seconds East along said dividing line, a distance of 1,550 feet, more or less, to the point of beginning."

Containing 55.5 acres, more or less.

Her:
Mr. John Brown

ALSO:

PARCEL NUMBER 101.1

SECTION 72260-2533

"Fractional Section 12, Township 1 North Range 28 East (excepting therefrom that part recorded in Deed Book 1387, Page 358) current public records of Deval County, Florida."

R/W Map Sheets #1, #4, and #5

This legal description written
By: V. G. Parker Date: Oct. 21, 1999
State of Florida
Department of Transportation
Post Office Box 1089
Lake City, Florida 32056-1089

PARCEL NO. 46 (Part)
SECTION 7413
BUCCANEER TRAIL
COUNTY OF Nassau

DESCRIPTION TO BE QUITCLAIMED:

A parcel of land in Section 44, of the Samuel Harrison Grant, Township 1 North, Range 28 East, Nassau County, Florida, being more particularly described as follows:

COMMENCE on the South line of Section 12, Township 1 North, Range 28 East, at a point 292.06 feet Easterly from the Southwest corner of said Section 12, said point being on the survey line of State Road No. 11A, and on the arc of a curve concave Southeasterly having a radius of 1,574.96 feet; thence from a tangent bearing of North 40°51'14" East, run Northeasterly along said survey line, and along the arc of said curve through an angle of 16°50'36", a distance of 463.00 feet to the end of said curve; thence North 57°41'50" East, along said survey line, a distance of 3,284.35 feet to a point on the Northeasterly Safe Upland Line of Nassau Sound; thence North 06°01'40" East, along said Northeasterly line, a distance of 5.90 feet to the POINT OF BEGINNING; thence North 18°13'20" West, along said Northeasterly Safe Upland Line, a distance of 98.33 feet to a point on the Westerly right of way line of State Road No. 11A; thence North 57°41'50" East, along said Westerly right of way line, a distance of 230.57 feet to the beginning of a curve concave Northerly having a radius of 3,336.03 feet; thence Northeasterly along said Westerly right of way line, and along the arc of said curve through an angle of 09°56'09", a distance of 578.51 feet, said curve having a chord bearing and distance of North 52°43'46" East, 577.79 feet; thence South 47°45'41" West, a distance of 342.75 feet to the POINT OF BEGINNING.

Containing 0.626 Acre, more or less.

R/W Map Sheets #1 and #3

This legal description written
By: V. G. Parker Date: Oct. 21, 1999
State of Florida
Department of Transportation
Post Office Box 1089
Lake City, Florida 32056-1089

PARCEL NO. 48 (Part) and
49 (Part)
SECTION 7413
BUCCANEER TRAIL
COUNTY OF Nassau

DESCRIPTION TO BE QUITCLAIMED:

A parcel of land in Sections 12 and 13, Township 1 North, Range 28 East, Duval County, Florida, being more particularly described as follows:

BEGIN on the North line of Section 13, Township 1 North, Range 28 East, at a point 755.07 feet Easterly from the Northwest corner of said Section 13, said point being on the Westerly right of way line of State Road No. 1A, and on the arc of a curve concave Southeasterly having a radius of 1,674.96 feet; thence run Southwesterly along said Westerly right of way line, and along the arc of said curve through an angle of 18°31'08", a distance of 541.39 feet, said curve having a chord bearing and distance of South 28°27'24" West, 539.02 feet, to the end of said curve; thence South 19°11'50" West, along said Westerly right of way line, a distance of 228.25 feet; thence South 70°48'10" East, a distance of 9.00 feet; thence South 22°57'23" East, a distance of 101.98 feet; thence South 41°22'31" East, a distance of 134.34 feet; thence North 82°37'56" East, a distance of 6.71 feet to a point on the Easterly right of way line of State Road No. 1A; thence North 19°11'50" East, along said Easterly right of way line, a distance of 367.25 feet to the beginning of a curve concave Southeasterly having a radius of 1,474.96 feet; thence run Northeasterly along said Easterly right of way line, and along the arc of said curve through an angle of 32°24'17", a distance of 834.19 feet, said curve having a chord bearing and distance of North 35°23'59" East, 823.12 feet; thence North 38°23'53" West, a distance of 8.00 feet to a point on the Southwesterly Safe Upland Line of Nassau Sound; thence along said Southwesterly line the following eight (8) Courses: First (1) Course, North 51°49'13" East, a distance of 11.30 feet; Second (2) Course, North 28°40'49" East, a distance of 60.48 feet; Third (3) Course, North 00°44'58" East, a distance of 21.11 feet; Fourth (4) Course, North 35°22'43" West, a distance of 33.00 feet; Fifth (5) Course, North 53°58'25" West, a distance of 31.62 feet; Sixth (6) Course, South 82°51'57" West, a distance of 54.89 feet; Seventh (7) Course, North 45°40'05" West, a distance of 60.11 feet; Eighth (8) Course, South 43°58'28" West, a distance of 29.99 feet; thence North 71°25'43" West, a distance of 5.93 feet to a point on the Westerly right of way line of State Road No. 1A, and a point on the arc of a curve concave Southeasterly having a radius of 1,674.96 feet; thence run Southwesterly along said Westerly right of way line, and along the arc of said curve through an angle of 13°16'14", a distance of 388.92 feet, said curve having a chord bearing and distance of South 44°22'05" West, 388.04 feet to the POINT OF BEGINNING.

Containing 5.724 Acres, more or less.

R/W Map Sheets #1, #2, and #3

This legal description written
By: V. G. Parker Date: Oct. 21, 1999
State of Florida
Department of Transportation
Post Office Box 1089
Lake City, Florida 32056-1089

PARCEL NO. 49(Part) and
50(Part)
SECTION 7413
BUCCANEER TRAIL
COUNTY OF Nassau

DESCRIPTION TO BE QUITCLAIMED:

A parcel of land in Sections 13 and 14, Township 1 North, Range 28 East, Duval County, Florida, being more particularly described as follows:

COMMENCE on the North line of Section 13, Township 1 North, Range 28 East, at a point 892.06 feet Easterly from the Northwest corner of said Section 13, said point being on the survey line of State Road No. 11A, said point being on the arc of a curve concave Southeasterly having a radius of 1,574.96 feet; thence from a tangent bearing of South 40°51'14" West, run Southwesterly along said survey line, and along the arc of said curve concave Southeasterly having a radius of 1,574.96 feet; thence Southwesterly along the arc of said curve through an angle of 21°39'24", a distance of 595.30 feet to the end of said curve; thence run South 19°11'50" West, a distance of 861.37 feet to the POINT OF BEGINNING, said point being on the Southerly Safe Upland Line of Sawpit Creek; thence run North 82°38'34" West, along said Southerly line, a distance of 51.99 feet; thence run North 72°09'54" West, along said Southerly line, a distance of 49.13 feet to a point on the Westerly right of way line of State Road No. 11A; thence run South 19°11'50" West, along said Westerly right of way line, a distance of 599.32 feet to the beginning of a curve concave Easterly having a radius of 2,009.86 feet; thence run Southwesterly and Southerly along said Westerly right of way line, and along the arc of said curve through an angle of 17°34'20", a distance of 616.41 feet, said curve having a chord bearing and distance of South 10°24'40" West, 614.00 feet, to a point on the Westerly right of way line of State Road No. 11A, and a point on the arc of a curve concave Easterly having a radius of 1,937.95 feet; thence Northerly and Northeasterly along the said Westerly right of way line, and along the arc of said curve through an angle of 36°42'00", a distance of 1,241.13 feet, said curve having a chord bearing and distance of North 19°59'30" East, 1,220.21 feet, to a point on said Southerly Safe Upland Line; thence North 82°38'34" West, along said Southerly right of way line, a distance of 10.57 feet to the POINT OF BEGINNING.

Containing 0.554 Acre, more or less.