

**AGREEMENT FOR CONVEYANCE IN REAL PROPERTY
FOR ECONOMIC DEVELOPMENT**

THIS AGREEMENT is made and entered into this 28th day of July, 2008, by and between **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter the "County") and **AMELIA ISLAND COMPANY** (hereinafter the "Purchaser") for the conveyance of real property owned by the County to advance the economic development of the community.

WHEREAS, Nassau County owns real property, titled to Nassau Amelia Utilities (NAU), which property (hereinafter the "Subject Parcel") is more particularly described in Exhibit "A" attached hereto and incorporated by reference herein;

WHEREAS, the County is authorized to sell the Subject Parcel, pursuant to Florida Statutes Section 125.35 and 125.045, to a purchaser who contracts with the County for a commitment to create a specific number of jobs for a definite period of time;

WHEREAS, the County advertised the sale of this property by Invitation to Bid, and received a bid from the Purchaser, owner of Amelia Island Plantation, the largest private employer in the county, which bid sets forth the Purchasers plans to utilize the Subject Parcel for a new facility, known as the Links Lodge; and

WHEREAS, on May 12, 2008, the Board of County Commissioners awarded the bid to Purchaser based on the information submitted by Purchaser.

NOW, THEREFORE, in consideration of the foregoing premises which shall be deemed an integral part of this Agreement and of the mutual covenants and conditions hereinafter set forth, the Parties hereby agree as follows:

INSTR # 200822134, OR Book 1581, Page 661, Pages 5,
Recorded 08/15/2008 at 02:24 PM,
John A Crawford, Nassau County Clerk of Circuit Court
#1
Rec. Fee \$44.00

1. The County's Obligations.

The County shall convey a perpetual easement to the Purchaser for the exclusive right to use the Subject Parcel as part of the Links Lodge.

2. The Purchaser's Obligations.

2.1 The Purchaser shall create and maintain no less than seventy-five (75) additional full-time permanent positions, earning a minimum hourly wage of Eleven Dollars and Eighty Three Cents (\$11.83) per hour.

2.2 The new jobs must be in place within forty (40) months of after the sale.

2.3 These positions shall remain in existence for a period of five (5) years from the date of completion of the Links Lodge.

3. Remedies.

3.1 In the event the Purchaser fails to create the new jobs within the time limit provided for in Paragraph 2.2, the Purchaser shall re-convey the Subject Parcel to the County. In the event the Purchaser fulfills the duties as stated herein, the obligation to re-convey the Subject Parcel is extinguished at the expiration of the five year period.

3.2 The Purchaser acknowledges that its obligations hereunder are unique in character and agrees that any failure to perform will cause the County and the public irreparable and continuing damage for which there will be no adequate remedy at law. In the event the Purchasers obligation to re-convey the Subject Parcel is triggered and the Purchaser refuses to re-convey the Subject Parcel, the County will be entitled to injunctive relief and/or a decree for specific performance in addition to any other relief as may be proper.

3.3 In the event it is necessary for the County to take any legal action to

enforce any of the provisions hereunder, the Purchaser shall pay all costs and reasonable attorney's fees incurred by the County.

4. Audit.

The Purchaser shall maintain adequate records indicating the employment of no less than seventy-five (75) additional full-time permanent positions, earning a minimum hourly wage of Eleven Dollars and Eighty Three Cents (\$11.83) per hour. The County shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit, as to employment, during normal business hours, at the County's expense, upon five (5) days' written notice. All records must be maintained for at least seven (7) years to provide adequate opportunity to audit the Purchaser's records to ensure that it met its obligations hereunder.

5. Notices.

All notices or other formal communications required under this Agreement shall be provided in writing and shall be addressed as follows:

Nassau County
96160 Nassau Place
Yulee, FL 32097
ATTN: County Coordinator

Amelia Island Company
William R. Moore, AICP
Director of Planning and Development
P.O. Box 3000
Amelia Island, Florida 32035
Fax: 904/321-5089
moorew@aipfl.com

6. Entire Agreement.

This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements and

understandings relating to such subject matter. There are no representations, warranties or covenants by the parties hereto relating to such subject matter other than those expressly set forth in this Agreement and any writings expressly required hereby.

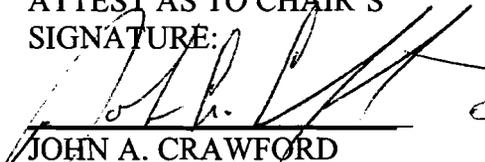
7. Amendments.

Amendments to the Agreement shall not be effective unless in writing, and approved by both the County and the Purchaser.

IN WITNESS WHEREOF, the Parties have executed this Agreement or caused the same to be executed by its representative, there unto duly authorized on the date first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

ATTEST AS TO CHAIR'S
SIGNATURE:

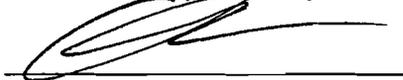


JOHN A. CRAWFORD
Its: Ex-Officio Clerk *esc 8/1/08*



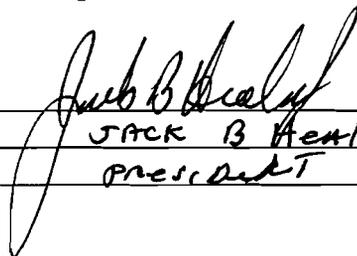
MARIANNE MARSHALL
Its: Chair

Approved as to form by the
Nassau County Attorney



DAVID A. HALLMAN

AMELIA ISLAND COMPANY,
a Florida Corporation.

By: 

Name: JACK B Hallman, Jr
Title: president

EXHIBIT "A"

BOOK 391 PAGE 39

EXHIBIT "B-2" TO EASEMENT AGREEMENT
("2.55 ACRE PARCEL")

A part of Tract 1, Marsh Creek Village Unit One, Plat Book 4, Page 18 and 19, of the Public Records of Nassau County, Florida, more particularly described as follows: Commence at the Southeastly corner of said Tract 1, said Southeastly corner lying in the Southwesterly right-of-way line of State Road No. 105 (A1A); thence North 19 degrees 33 minutes 10 seconds West along said Southwesterly right-of-way line 2239.63 feet to the Point of Beginning; thence continue North 19 degrees 33 minutes 10 seconds West along said Southwesterly right-of-way line 589.95 feet to the Northeastly corner of said Tract 1; thence South 70 degrees 26 minutes 50 seconds West, 135 feet to the point of curve of a curve to the left, said curve having a radius of 25 feet; thence along and around said curve an arc distance of 39.27 feet to the point of tangency of said curve; thence South 19 degrees 33 minutes 10 seconds East, 10.96 feet to the point of curve of a curve to the right, said curve having a radius of 255 feet; thence along and around said curve an arc distance of 57.71 feet to the point of tangency of said curve; thence South 06 degrees 35 minutes 07 seconds East, 14.36 feet to the point of curve of a curve to the left, said curve having a radius of 120 feet; thence along and around said curve an arc distance of 62.66 feet to the point of tangency of said curve; thence South 36 degrees 30 minutes 00 seconds East, 21.30 feet to the point of curve of a curve to the right, said curve having a radius of 130 feet; thence along and around said curve an arc distance of 98.10 feet to the point of tangency of said curve; thence South 06 degrees 44 minutes 00 seconds West, 44.32 feet to the point of curve of a curve to the left, said curve having a radius of 370 feet; thence along and around said curve an arc distance of 44.44 feet to the point of tangency of said curve; thence South 00 degrees 08 minutes 56 seconds East, 70.83 feet; thence South 87 degrees 50 minutes 52 seconds East, 25.21 feet; thence South 02 degrees 27 minutes 41 seconds East, 130.46 feet; thence North 82 degrees 28 minutes 48 seconds East, 150.36 feet; thence North 65 degrees 51 minutes 34 seconds East, 97.74 feet to the Point of Beginning, containing 2.55 acres more or less.

835932

FILED AND RECORDED
IN OFFICE

1983 JUN 23 AM 21 13

NASSAU COUNTY, FL
DEERK CURTIS
T.J. GREENAWALD