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John A Crawford, Nassau County Clerk of Circuit Court
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AGREEMENT

THIS AGREEMENT, made as of the 22nd day of February **2010** (the "Effective Date"), by and between **VILLAGES OF AMELIA, LLC**, a Florida limited liability company, its successors; or assigns (the "Property Owner"), and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County"). The Property Owner and the County are collectively referred to herein as the "Parties".

WHEREAS, the Property Owner owns the real property described in Exhibit "A" (the "Property") on which the Property Owner intends to develop a commercial project to be known as the "**Villages of Amelia**" consistent with the approved zoning and preliminary site plan approved by the County on March 24, 2008; and

WHEREAS, the Parties acknowledge that the segment of Chester Road adjacent to the Property and the intersection at Chester Road and S.R. 200 (hereinafter the "Impacted Roadway"), as shown in the "Chester Road Plans" described below, lack the necessary turn lanes to accommodate the impacts of the development of the property; and

WHEREAS, the Property Owner and the County desire to enter into an agreement to provide for expedited construction of certain improvements to the Impacted Roadway in conjunction with the development of Villages of Amelia, as more fully shown in those Contract Plans for Chester Road and S.R. 200 Intersection Improvements prepared by Connelly &

Wicker, Inc., for Target Contractors, Inc. and dated August 28, 2008 (hereinafter the "Chester Road Plan"), which plans are incorporated herein by reference; and

WHEREAS, the Property Owner is in need of expedited construction of improvements to the Impacted Roadway and is thereby directly benefitted by the provisions of this Agreement which advance in time the improvements; and

WHEREAS, after the County approved negotiations between the Parties, several meetings and negotiation sessions were had, the result of which is this Agreement into which the Parties freely and voluntarily enter and the terms of which the Parties understand and agree; and

WHEREAS, the County has agreed to complete the permitting with FDOT based on the Chester Road plans, subject to: (1) marrying the Chester Road Plans with the engineered plans known as the Contract Plans for Amelia Concourse Phase III, S.R. 200 and Amelia Concourse Intersection Improvements prepared by Connelly Wicker, for Amelia Concourse MSBU and dated March 4, 2008 (hereinafter the "MSBU Plans"), (2) the FDOT permit application(s) and/or any permit(s) for the Chester Road Plans being transferred by the Property Owner to the County; and (3) the access to Villages of Amelia east of the Chester Road intersection on AIA/S.R. 200 being removed from the "Chester Road Plans"; and

WHEREAS, the Property Owner has provided to the County a copy of a bid estimate from a roadway contractor who was willing to construct the improvements consistent with the Chester Road plans for the Property Owner for not more than six hundred seventy four thousand dollars (\$674,000.00), which estimate has been reviewed by County staff and found to be a reasonable estimate of said construction cost and Property Owner's share; and

WHEREAS, the Parties freely and voluntarily agreed that the County will construct the improvements to the Impacted Roadway, which improvements will be fully shown on the married plans mentioned hereinabove (the “Plans”); and

WHEREAS the Parties acknowledge Florida law prohibits a property owner for paying twice for improvements necessary to accommodate the impacts of its development, and in recognition of said principle, the County agrees to credit the Property Owner for transportation impact fees now or hereafter charged by the County (the “Transportation Impact Fees,” which term shall include the County’s current transportation impact fees and any replacements or supplements thereof) to the extent the Property Owner has paid the Property Owner’s Share of the costs of improving the Impacted Roadway. Conversely if the Property Owner’s Share has not yet been received by the County upon the Transportation Impact Fees being paid (the building permit being issued) the Property Owner’s Share will be reduced by the amount of Transportation Impact Fees received by the County for construction of the Villages of Amelia; and

WHEREAS, the Parties acknowledge that the Property Owner will independently undertake other roadway improvements including site access from AIA/S.R. 200 across from Winn Dixie and signalization at Commerce Boulevard (a proposed roadway through Villages of Amelia) and Chester Road; and

WHEREAS, the Parties agree that the construction of the improvements to the Impacted Roadway must commence in an expeditious fashion, and to that end, the County agrees to begin the procurement process required by law, immediately upon the permit being issued to the County, for the roadway construction, including construction management services, in order to

make every reasonable effort to ensure that construction may begin no more than one hundred twenty (120) days from the Effective Date of this Agreement; and

WHEREAS, the Parties acknowledge that the construction undertaken by the County as contemplated herein will include roadway improvements for which the contributors of the Amelia Concourse MSBU are responsible.

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. **Findings of Fact.** 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 induce the County to expedite the construction of the improvements to the Impacted Roadway, shown on the married Plans as referenced above and as permitted by FDOT, a portion of which improvements are necessary to accommodate the development of Villages of Amelia. The Property Owner has one or more tenants who need to have these improvements in place by April 4, 2011 and the Property Owner enters into this Agreement in order to induce the County to advance this project in time. The Property Owner acknowledges that it is not paying any transportation concurrency backlog.

B. To obligate the Property Owner, its successors and assigns, to pay to the County the Property Owner's Share of the cost of said roadway construction, which the Parties have agreed to be Six Hundred Seventy Four Thousand Dollars (\$674,000.00), the Property Owner shall provide an irrevocable letter of credit in favor of the County as identified hereinbelow.

Said Property Owner's Share shall be due the County within ten days after the County accepts the construction work on the Impacted Roadway as complete in accordance with the married Plans and releases the retainage to the contractor primarily responsible for such improvements (the "Contractor").

C. To ensure that the Property Owner receives a credit against Transportation Impact Fees payable for construction of the Villages of Amelia, or alternatively, that Transportation Impact Fees paid for permits issued at Villages of Amelia be credited against the Property Owner's Share, and that the County issue such credits consistent with and only pursuant to an Allocation Letter from the Property Owner, authorizing transportation impact fee credits, or if applicable, an Allocation Letter from the fee payer authorizing credit for Transportation Impact Fees against the Property Owner's Share due from the Property Owner.

3. **Property Owner's Obligations.** Property Owner hereby covenants and makes the following commitments:

A. **Construction of Improvements to the Impacted Roadway**

(1) Property Owner shall ensure that all FDOT applications and any approvals for the construction of the Impacted Roadway improvements shown in the Chester Road Plans have been assigned to the County.

(2) Property Owner shall convey title to the area of the Property adjacent to Chester Road which it owns and which is required for additional right of way, said area being approximately twenty (20) feet in width and approximately seven hundred five (705) feet in length and said area being more specifically described in Exhibit "B"

attached hereto. Transportation Impact Fee credits in the amount of \$86,685.00 shall be added to the Property Owner's Share on account of this conveyance and shall thereafter be applied for construction at Villages of Amelia only as directed by the Property Owner by an Allocation Letter as described hereinabove at some future time, and only for Transportation Impact Fees actually owed.

(3) The Property Owner shall complete, at its own expense, the signalization of the Commerce Boulevard intersection with Chester Road across from the entrance to the Home Depot shopping center parking lot.

B. Property Owner's Share

(1) Property Owner shall pay the Property Owner's Share of \$674,000.00 to the County by certified funds no later than 10 days after the County accepts the construction work on the Impacted Roadway as complete in accordance with the married Plans and releases the retainage to the Contractor. In the event any transportation impact fees have been paid to the County for construction in Villages of Amelia, the amount of said impact fees shall be credited against the Property Owner's Share so long as the fee payor provides the County an Allocation Letter authorizing the fee to be allocated as a credit against the Property Owner's Share.

(2) The Property Owner shall provide the County an irrevocable standby letter of credit (the "Letter of Credit") in the amount of the Property Owner's Share, which shall remain in effect until such time as the Property Owner's Share is paid to the County. The Letter of Credit shall be issued by a financial institution that maintains an average financial condition ranking of 35 or more as compiled quarterly by the Florida

Department of Financial Services, and approved by the County and the Clerk in a form reasonably acceptable to the County Attorney. Additionally, the Letter of Credit shall be tendered to the County not later than four (4) weeks after the County's acceptance and authorization to sign this Agreement, and will be returned to the Property Owner once the Property Owner's Share has been received by the County.

4. **County Obligations.** The County hereby covenants and makes the following commitments:

A. **Construction of Improvements to the Impacted Roadway**

(1) The County shall ensure that engineering plans for the improvements to the Impacted Roadway, referenced hereinabove as the MSBU Plans and the Chester Road Plans are married, and shall promptly obtain all necessary governmental approvals and permits for the construction of the improvements contemplated by the married Plans.

(2) Upon receipt of the FDOT permit providing final approval to construct said improvements, the County shall expeditiously let the construction contract consistent with the procurement process under state and local law. The County shall make every reasonable effort to ensure that the Contractor is mobilized and construction has commenced no later than one hundred and twenty (120) days from the Effective Date of this Agreement.

(3) The County and its Contractor (and subcontractors) shall use best efforts to ensure that the construction of the improvements to the Impacted Roadway contemplated by the Chester Road Plans (the "Chester Road Improvements") commences and continues in an expeditious fashion and is substantially complete (referred to herein as

the "Substantial Completion Date") no later than April 4, 2011 (the "Opening Date"). The County agrees to include in its contract with the Contractor for said improvements a provision which: brings this Agreement to the attention of said Contractor and which provision obligates said Contractor to pay liquidated damages to the Property Owner, as a third party beneficiary to the contract between the County, in the amount of (i) \$1,375 per day for the first ninety (90) days between the Opening Date and the Substantial Completion Date, and (ii) \$2,750 per day from the ninety-first (91st) day after the Opening Date until the Substantial Completion Date has occurred (collectively, the "Liquidated Damages").

B. Impact Fee Credits and Credits Against the Property Owner's Share

(1) The Parties acknowledge that the Property Owner may, at its sole discretion, negotiate with any tenant and/or subsequent purchaser terms of a purchase or lease that allow the tenant and/or subsequent purchaser to take advantage of the Transportation Impact Fee credit once the Property Owner's Share has been paid. To that end, after the Property Owner's Share has been received by the County, the Property Owner may provide an Allocation Letter to the County authorizing a credit of Transportation Impact Fees payable by a particular development, and the County shall not allow any credit of Transportation Impact Fees unless such an Allocation Letter is provided. Conversely, when the Property Owner's negotiations with the tenant and/or subsequent purchaser allow for the Transportation Impact Fees paid to be allocated as a credit to reduce the Property Owner's Share, in order for the County to allocate said fee as a credit, the fee payor shall provide the County with an Allocation Letter authorizing same.

(2) Reducing the Property Owner's Share for Impact Fees Received.

In the event any Transportation Impact Fees for construction in the Villages of Amelia are paid prior to the Property Owner's Share being paid, the County, by and through the Building Official, shall keep an accounting of the amount of Transportation Impact Fees which are to be credited against the Property Owner's Share as authorized in an Allocation Letter signed by both the fee payor and the Property Owner. At such time as the Property Owner's Share is due, the amount of Transportation Impact Fees for which the Property Owner shall receive a credit, shall be reported to the Office of Budget and Management and said amount shall be reduced from the Property Owner's Share amount.

(3) Tracking of Impact Fee Credits Against Property Owner's Share

For any Transportation Impact Fees payable for construction in the Villages of Amelia after the County receives the Property Owner's Share, the County, by and through the Building Official shall allow a credit against the Transportation Impact Fees to the extent that the total Transportation Impact Fees for projects in the Villages of Amelia do not exceed the total amount of the Property Owner's Share received. However, said credit shall only occur when the fee payor presents to the Building Official an Allocation Letter signed by the Property Owner authorizing the credit of the Transportation Impact Fee for a certain project. The Building Official shall be responsible to maintain an accurate ledger of the amount of fees collected which becomes a credit against the Property Owner's Share and the amount of fees credited back against the Property Owner's Share amount. This calculation shall be reported to the Property Owner and the Office of Budget and Management quarterly.

5. 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.

6. 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.

7. Assignment. Property Owner shall advise, in writing, the Board of County Commissioners of any assignment of this Agreement.

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

9. 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 Agreement, nor the intent of any provision hereof. The whereas clauses are incorporated into the body of this Agreement.

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

11. Effective Date; Duration of Agreement. This Agreement shall become effective as of the Effective Date set forth in the introductory paragraph hereof, at such time as it has been executed by all Parties with the attestation of the Clerk and the approval of the County Attorney, and it shall remain in effect until the construction of the Impacted Roadway improvements have been completed, the Property Owner's Share has been received by the County, and the Property

Owner has received full credit for the Property Owner's Share against Transportation Impact Fees for construction at the Villages of Amelia.

12. Amendment. This Agreement may be amended only by written amendment signed by all the Parties.

13. The Parties agree that this Agreement shall be recorded in the property records of Nassau County, Florida.

14. 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.

15. Resolution of Dispute. In the event of a default under this Agreement, the defaulting Party shall have five (5) working days after written notice within which to cure such default. Should any dispute arise as to the interpretation of this Agreement or timelines of the obligations, the Parties shall schedule a meeting within five (5) working days of the written notification of the dispute. Said meeting shall be for the purpose of resolving the dispute, and if the dispute is not resolved, the Board of County Commissioners shall schedule a meeting within ten (10) working days of the initial dispute meeting to address the dispute with Property Owner. The initial meeting shall include the County Coordinator, the Director of Engineering Services, the County Attorney, Property Owner's representatives. 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.

16. 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.

17. Notices. Any notices or reports required by this Agreement shall be in writing and shall be sent via certified mail, return receipt requested, or by recognized overnight courier providing receipt of delivery, and shall be deemed effective upon delivery, to the following:

For the County: Mr. Ed Sealover, County Coordinator
96160 Nassau Place
Yulee, FL 32097

with a copy to: Mr. David Hallman, County Attorney
96135 Nassau Place, Suite 6
Yulee, FL 32097

For the Property Owner: Mr. Michael Herzberg
1 Sleiman Parkway, Suite 270
Jacksonville, FL 32216

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


and a copy to: Robert A. Heekin, Attorney at Law
1 Sleiman Parkway, Suite 280
Jacksonville, FL 32216

18. 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 22nd day of February, 2010, to become effective as of the Effective Date set forth in the introductory paragraph of this Agreement.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MICHAEL H. BOYLE
Its: Chairman

Attest as to Chairman's signature:

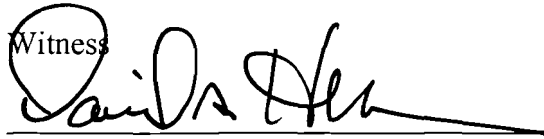

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

EBK 3/11/10

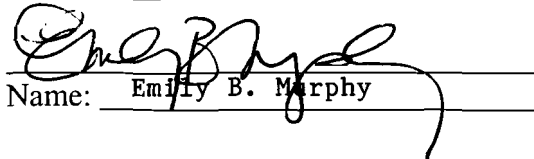
APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:


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.

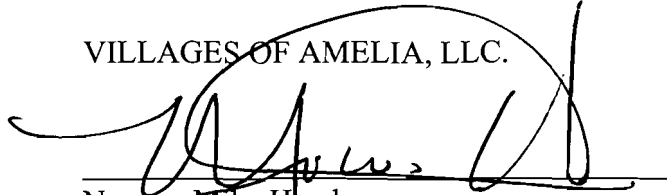
Witness


Name: David A. Hallman



Name: Emily B. Murphy

VILLAGES OF AMELIA, LLC.



Name: Mike Herzberg

Title: Director of Development

Date: March 5, 2010

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A

VILLAGES OF AMELIA

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 27 EAST, AND A PORTION OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A RAILROAD SPIKE FOUND AT THE CENTERLINE OF RIGHT-OF-WAY INTERSECTION OF STATE ROAD NO. 200/A1A (A 184.00 FOOT RIGHT-OF-WAY BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS OF SECTION NO. 74060-2503) AND STATE ROAD NO. 200-A (A 100.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION NO. 74600-2150 AND 7460-175) AND RUN NORTH 07°51'58" EAST ALONG THE CENTERLINE OF SAID STATE ROAD 200-A, A DISTANCE OF 93.25 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200/A1A; THENCE RUN SOUTH 72°46'59" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 228.78 FEET TO A POINT FOR THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF LANDS NOW OR FORMERLY OF WALTON GOODBREAD (ACCORDING TO BOOK 95, PAGE 293, OF THE PUBLIC RECORDS OF SAID COUNTY). FROM THE POINT OF BEGINNING THUS DESCRIBED THENCE RUN NORTH 08°17'39" EAST, ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 397.81 FEET TO THE NORTHEAST CORNER THEREOF; THENCE RUN NORTH 73°01'00" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 180.99 FEET TO THE NORTHWEST CORNER THEREOF, SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED STATE ROAD NO. 200-A; THENCE RUN NORTH 07°51'58" EAST, ALONG LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 705.00 FEET TO THE SOUTHEAST CORNER OF LANDS NOW OR FORMERLY OF FLORIDA POWER AND LIGHT COMPANY (ACCORDING TO BOOK 694, PAGE 1069, PUBLIC RECORDS OF SAID COUNTY); THENCE RUN SOUTH 82°08'02" EAST, ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 515.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE RUN SOUTH 51°22'24" EAST, A DISTANCE OF 357.51 FEET TO A POINT; THENCE RUN SOUTH 72°46'59" EAST, A DISTANCE OF 292.16 FEET TO A POINT; THENCE RUN SOUTH 16°30'28" WEST, A DISTANCE OF 573.52 FEET TO A POINT; THENCE RUN SOUTH 04°53'44" EAST, A DISTANCE OF 110.63 FEET TO A POINT; THENCE RUN SOUTH 17°13'01" WEST, A DISTANCE OF 365.10 FEET TO A POINT LYING ON THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200/A1A; THENCE RUN NORTH 72°46'59" WEST ALONG LAST MENTIONED NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 824.65 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A RAILROAD SPIKE FOUND AT THE CENTERLINE OF RIGHT-OF-WAY INTERSECTION OF STATE ROAD NO. 200/A1A (A 184.00 FOOT RIGHT-OF-WAY BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS OF SECTION NO. 74060-2503) AND STATE ROAD NO. 200-A (A 100.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED BY DEPARTMENT OF

TRANSPORTATION RIGHT-OF-WAY MAPS SECTION NO. 74600-2150 AND 7460-175) AND RUN NORTH 07°51'58" EAST ALONG THE CENTERLINE OF SAID STATE ROAD 200-A, A DISTANCE OF 93.25 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200/A1A; THENCE RUN SOUTH 72°46'59" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 228.78 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LANDS NOW OR FORMERLY OF WALTON GOODBREAD (ACCORDING TO BOOK 95, PAGE 293, OF THE PUBLIC RECORDS OF SAID COUNTY); THENCE RUN NORTH 08°17'39" EAST, ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 397.81 FEET TO THE NORTHEAST CORNER THEREOF; THENCE RUN NORTH 73°01'00" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 180.99 FEET TO THE NORTHWEST CORNER THEREOF, SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED STATE ROAD NO. 200-A; THENCE RUN NORTH 07°51'58" EAST, ALONG LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 705.00 FEET TO THE SOUTHEAST CORNER OF LANDS NOW OR FORMERLY OF FLORIDA POWER AND LIGHT COMPANY (ACCORDING TO BOOK 694, PAGE 1069, PUBLIC RECORDS OF SAID COUNTY); THENCE RUN SOUTH 82°08'02" EAST, ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 515.00 FEET TO THE SOUTHEAST CORNER THEREOF FOR THE POINT OF BEGINNING; THENCE NORTH 07°52'13" EAST ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 425.38 FEET TO THE NORTHEAST CORNER THEREOF; THENCE RUN SOUTH 82°07'26" EAST, A DISTANCE OF 535.38 FEET TO POINT; THENCE RUN NORTH 51°36'03" EAST, A DISTANCE OF 245.41 FEET TO A POINT LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD (A 200.0 FOOT RIGHT-OF-WAY); THENCE RUN SOUTH 63°41'30" EAST, ALONG LAST MENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 172.61 FEET TO A POINT; THENCE RUN SOUTH 27°02'33" WEST, A DISTANCE OF 346.12 FEET TO A POINT; THENCE RUN SOUTH 16°30'28" WEST, A DISTANCE OF 1,026.78 FEET TO A POINT; THENCE RUN SOUTH 04°53'44" EAST, A DISTANCE OF 150.11 FEET TO A POINT; THENCE RUN SOUTH 09°33'48" WEST, A DISTANCE OF 349.76 FEET TO A POINT LYING ON THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200/A1A; THENCE RUN NORTH 72°46'59" WEST, ALONG LAST MENTIONED NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 151.23 FEET TO A POINT; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE RUN NORTH 17°13'01" EAST, A DISTANCE OF 365.10 FEET TO A POINT; THENCE RUN NORTH 04°53'44" WEST, A DISTANCE OF 110.63 FEET TO A POINT; THENCE RUN NORTH 16°30'28" EAST, A DISTANCE OF 573.52 FEET TO A POINT; THENCE RUN NORTH 72°46'59" WEST, A DISTANCE OF 292.16 FEET TO A POINT; THENCE RUN NORTH 51°22'24" WEST, A DISTANCE OF 357.51 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTION 25, TOWNSHIP 2 NORTH RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FOR A POINT OF REFERENCE COMMENCE AT A RAILROAD SPIKE FOUND AT THE CENTERLINE OF RIGHT-OF-WAY INTERSECTION OF STATE ROAD NO. 200/A1A (A 184-FOOT RIGHT-OF-WAY BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS OF SECTION NO. 74060-2503) AND STATE ROAD NO. 200-A (A 100-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION NO. 74600-2150 AND 7460-175) AND

RUN NORTH 07°51'58" EAST ALONG THE CENTERLINE OF SAID STATE ROAD 200-A A DISTANCE OF 93.25 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200/A1A; RUN THENCE SOUTH 72°46'59" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1355.24 FEET TO A ½ INCH IRON PIPE FOUND FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 09°38'40" EAST, A DISTANCE OF 351.19 FEET TO A ½ INCH IRON PIPE FOUND; RUN THENCE NORTH 57°11'28" EAST A DISTANCE OF 326.08 FEET TO A ½ INCH IRON PIPE FOUND ON THE ARC OF A CURVE, RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 795.56 FEET, A CHORD DISTANCE OF 35.26 FEET TO A ½ INCH IRON PIPE FOUND AT THE POINT OF TANGENCY OF SAID CURVE THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 22°58'06" EAST; RUN THENCE SOUTH 21°41'55" EAST, A DISTANCE OF 93.21 FEET TO A ½ INCH IRON PIPE FOUND AT A POINT OF CURVATURE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 534.00 FEET, A CHORD DISTANCE OF 419.60 FEET TO A ½ INCH IRON PIPE SET, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 44°49'57" EAST; RUN THENCE SOUTH 17°13'01" WEST A DISTANCE OF 301.89 FEET TO A ½ INCH IRON PIPE SET ON THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200/A1A; RUN THENCE NORTH 72°46'59" WEST ALONG LAST MENTIONED NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 615.16 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FOR A POINT OF REFERENCE COMMENCE AT A RAILROAD SPIKE FOUND AT THE CENTERLINE OF RIGHT-OF-WAY INTERSECTION OF STATE ROAD NO. 200/A1A (A 184-FOOT RIGHT-OF-WAY BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS OF SECTION NO. 74060-2503) AND STATE ROAD 200-A (A 100-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION NO. 74600-2150 AND 7460-175) AND RUN NORTH 07°51'58" EAST ALONG THE CENTERLINE OF SAID STATE ROAD 200-A, A DISTANCE OF 93.25 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200/A1A; RUN THENCE SOUTH 72°46'59" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1355.24 FEET TO A 1/2 INCH IRON PIPE FOUND AT THE SOUTHWEST CORNER OF LANDS NOW OR FORMERLY OF NASSAU HOLDING COMPANY ACCORDING TO DEED RECORDED IN BOOK 805, PAGE 807 OF THE OFFICIAL RECORDS OF SAID COUNTY FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 72°46'59" WEST ALONG LAST MENTIONED NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 151.32 FEET TO A 1/2 INCH IRON PIPE SET; RUN THENCE NORTH 09°38'40" EAST, A DISTANCE OF 350.00 FEET TO A 1/2 INCH IRON PIPE SET; RUN THENCE NORTH 05°00'00" WEST, A DISTANCE OF 150.00 FEET TO A 1/2 INCH IRON PIPE SET; RUN THENCE NORTH 16°30'00" EAST, A DISTANCE OF 361.76 FEET TO A 1/2 INCH IRON PIPE SET ON THE ARC OF A CURVE; RUN THENCE IN A

SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 795.56 FEET, A CHORD DISTANCE OF 490.16 FEET TO A 1/2 INCH IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID LAND OF NASSAU HOLDING COMPANY, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 42°10'50" EAST; RUN THENCE SOUTH 57°11'28" WEST ALONG THE NORTHWESTERLY LINES OF LAST MENTIONED LANDS, A DISTANCE OF 326.08 FEET TO A 1/2 INCH IRON PIPE FOUND AT AN ANGLE POINT; RUN THENCE SOUTH 09°38'40" WEST ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 351.19 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF LAND SITUATE IN SECTION 25, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING ALSO A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 876, PAGES 564-568 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A POINT WHERE THE CENTERLINE OF STATE ROAD NO. 200/A1A (A 184.00 FOOT RIGHT-OF-WAY) PER DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION NO 74060-2503 AND THE CENTERLINE OF STATE ROAD NO. 200-A (A 100.00 FOOT RIGHT-OF-WAY) PER DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION NO. 74600-2150 AND 7460-175 INTERSECTS; AND RUN NORTH 07°51'58" EAST ALONG THE CENTERLINE OF SAID STATE ROAD NO. 200-A, A DISTANCE OF 93.25 FEET TO WHERE SAID CENTERLINE IS INTERSECTED BY THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200/A1A; THENCE SOUTH 72°46'59" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1355.24 FEET; THENCE NORTH 09°38'40" EAST, A DISTANCE OF 351.19 FEET; THENCE NORTH 57°11'28" EAST, A DISTANCE OF 406.90 FEET TO THE NORTHEASTERLY LINE OF AN 80.00 FOOT NON-EXCLUSIVE ACCESS EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 876, PAGES 564-568 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. AND THE POINT OF BEGINNING; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY LINE OF SAID EASEMENT AND ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 875.56 FEET, PASSING THROUGH A CENTRAL ANGLE OF 11° 49' 20", AN ARC DISTANCE OF 180.66 FEET (THE AFORESAID ARC HAS A CHORD DISTANCE OF 180.34 FEET THAT BEARS NORTH 30°56'15" WEST); THENCE NORTH 50° 52' 04" EAST A DISTANCE OF 313.40 FEET TO THE NORTHERLY LINE OF A PROPOSED 80 FOOT INGRESS AND EGRESS EASEMENT; THENCE SOUTH 72°49'32" EAST, ALONG THE NORTHERLY LINE OF SAID PROPOSED 80 FOOT INGRESS AND EGRESS EASEMENT, A DISTANCE OF 214.54 FEET; THENCE SOUTH 50°52'04" WEST A DISTANCE OF 458.12 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF LAND SITUATE IN SECTION 25, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING ALSO A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 876, PAGES 564-568 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A POINT WHERE THE CENTERLINE OF STATE ROAD NO. 200/A1A (A 184.00 FOOT RIGHT-OF-WAY) PER DEPARTMENT OF

TRANSPORTATION RIGHT-OF-WAY MAPS SECTION NO 74060-2503 AND THE CENTERLINE OF STATE ROAD NO. 200-A (A 100.00 FOOT RIGHT-OF-WAY) PER DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION NO. 74600-2150 AND 7460-175 INTERSECTS; AND RUN NORTH 07°51'58" EAST ALONG THE CENTERLINE OF SAID STATE ROAD NO. 200-A, A DISTANCE OF 93.25 FEET TO WHERE SAID CENTERLINE IS INTERSECTED BY THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200/A1A; THENCE SOUTH 72°46'59" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1355.24 FEET; THENCE NORTH 09°38'40" EAST, A DISTANCE OF 351.19 FEET; THENCE NORTH 57°11'28" EAST, A DISTANCE OF 406.90 FEET TO THE NORTHEASTERLY LINE OF A 80.00 FOOT NON-EXCLUSIVE ACCESS EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 876, PAGES 564-568 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY LINE OF SAID EASEMENT AND ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 875.56 FEET, PASSING THROUGH A CENTRAL ANGLE OF 11° 49' 20", AN ARC DISTANCE OF 180.66 FEET (THE AFORESAID ARC HAS A CHORD DISTANCE OF 180.34 FEET THAT BEARS NORTH 30°56'15" WEST) TO THE POINT OF BEGINNING; THENCE CONTINUE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY LINE OF SAID EASEMENT AND ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 875.56 FEET, PASSING THROUGH A CENTRAL ANGLE OF 24° 30' 58", AN ARC DISTANCE OF 374.64 FEET (THE AFORESAID ARC HAS A CHORD DISTANCE OF 371.79 FEET THAT BEARS NORTH 49°06'24" WEST); THENCE NORTH 16°30'00" EAST A DISTANCE OF 111.21 FEET TO THE NORTHERLY LINE OF A PROPOSED 80 FOOT INGRESS AND EGRESS EASEMENT; THENCE SOUTH 72°49'32" EAST, ALONG THE NORTHERLY LINE OF SAID PROPOSED 80 FOOT INGRESS AND EGRESS EASEMENT, A DISTANCE OF 515.55 FEET; THENCE SOUTH 50°52'04" WEST A DISTANCE OF 313.40 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FOR A POINT OF REFERENCE COMMENCE AT A RAILROAD SPIKE FOUND AT THE CENTERLINE OF RIGHT-OF-WAY INTERSECTION OF STATE ROAD NO. 200/A1A (A 184-FOOT RIGHT-OF-WAY BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS OF SECTION NO.74060-2503) AND STATE ROAD 200-A (A 100-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION NO. 74600-2150 AND 7460-175) AND RUN NORTH 07 DEGREE 51 MINUTES 58 SECONDS EAST ALONG THE CENTERLINE OF SAID STATE ROAD 200-A, A DISTANCE OF 93.25 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200/A1A; RUN THENCE SOUTH 72 DEGREES 46 MINUTES 59 SECONDS EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1355.24 FEET TO A ½ INCH IRON PIPE FOUND AT THE SOUTHWEST CORNER OF LANDS NOW OR FORMERLY OF NASSAU HOLDINGS COMPANY ACCORDING TO DEED RECORDED IN BOOK 805, PAGE 807 OF THE OFFICIAL RECORDS OF SAID COUNTY; RUN THENCE NORTH 09 DEGREES 38 MINUTES 40 SECONDS EAST ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 351.19 FEET TO A ½ INCH IRON PIPE FOUND AT AN ANGLE POINT; RUN THENCE NORTH 57 DEGREES 11 MINUTES 28 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF LAST MENTIONED LANDS TO AND ALONG THE

NORTHWESTERLY END OF AN 80-FOOT WIDE NON-EXCLUSIVE ACCESS EASEMENT ACCORDING TO DEED RECORDED IN BOOK 796, PAGE 337 OF THE OFFICIAL RECORDS OF SAID COUNTY, A DISTANCE OF 406.90 FEET TO A ½ INCH IRON PIPE FOUND AT THE POINT OF BEGINNING, SAID POINT BEING THE NORTHERNMOST CORNER OF SAID ACCESS EASEMENT.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 50 DEGREES 52 MINUTES 04 SECONDS EAST, A DISTANCE OF 676.75 FEET TO A ½ INCH IRON PIPE SET; THENCE SOUTH 10 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 335.02 FEET TO A ½ INCH IRON PIPE FOUND AT THE NORTHWEST CORNER OF LANDS NOW OR FORMERLY OF OK IN, INC. ACCORDING TO DEED RECORDED IN BOOK 796, PAGE 332 OF THE OFFICIAL RECORDS OF SAID COUNTY; RUN THENCE SOUTH 47 DEGREES 19 MINUTES 04 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 574.09 FEET TO A ½ INCH IRON PIPE FOUND ON THE ARC OF A CURVE IN THE NORTHWESTERLY LINE OF THE AFOREMENTIONED ACCESS EASEMENT; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED NORTHEASTERLY LINE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 454.00 FEET, A CHORD DISTANCE OF 191.14 FEET TO A ½ INCH IRON PIPE FOUND AT THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 33 DEGREES 51 MINUTES 04 SECONDS WEST; RUN THENCE NORTH 21 DEGREES 41 MINUTES 55 SECONDS WEST ALONG THE EASTERLY LINE OF LAST MENTIONED ACCESS EASEMENT, A DISTANCE OF 93.21 FEET TO A ½ INCH IRON PIPE FOUND AT A POINT OF CURVATURE; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE IN NORTHEASTERLY LINE OF SAID ACCESS EASEMENT, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 875.56 FEET, A CHORD DISTANCE OF 50.84 FEET TO THE POINT OF BEGINNING, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 23 DEGREES 21 MINUTES 45 SECONDS WEST.

TOGETHER WITH:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT A RAILROAD SPIKE FOUND AT THE CENTERLINE OF RIGHT-OF-WAY INTERSECTION OF STATE ROAD NO. 200/A1A (A 184 FOOT RIGHT-OF-WAY BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS OF SECTION NO. 74060-2503) AND STATE ROAD NO. 200-A (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION NO. 74600-2150 AND 7460-175) AND RUN NORTH 7 DEGREES 51 MINUTES 58 SECONDS EAST ALONG THE CENTERLINE OF SAID STATE ROAD 200-A, A DISTANCE OF 93.25 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200/A1A; RUN THENCE SOUTH 72 DEGREES 46 MINUTES 59 SECONDS EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2368.47 FEET TO A 1/2 INCH IRON PIPE SET ON THE WESTERLY LINE OF AN 80 FOOT WIDE INGRESS AND EGRESS EASEMENT TO SHORT & PAULK SUPPLY COMPANY, INC, DATED MAY 23, 1996; RUN THENCE NORTH 17 DEGREES 13 MINUTES 01 SECONDS EAST ALONG LAST MENTIONED WESTERLY LINE, A DISTANCE OF 380.00 FEET TO A 1/2 INCH IRON PIPE SET FOR THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS

DESCRIBED RUN NORTH 72 DEGREES 46 MINUTES 59 SECONDS WEST, A DISTANCE OF 353.24 FEET TO A 1/2 IRON PIPE SET AT A POINT OF CURVATURE, RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 454.00 FEET, A CHORD DISTANCE OF 210.27 FEET TO A 1/2 INCH IRON PIPE SET, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 59 DEGREES 23 MINUTES 35 SECONDS WEST; RUN THENCE NORTH 47 DEGREES 19 MINUTES 04 SECONDS EAST, A DISTANCE OF 574.09 FEET TO A 1/2 INCH IRON PIN PIPE SET; RUN THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 115.04 FEET TO A 1/2 INCH IRON PIPE SET; RUN THENCE SOUTH 32 DEGREES 25 MINUTES 16 SECONDS EAST, A DISTANCE OF 54.45 FEET TO A 1/2 INCH IRON PIPE SET; RUN THENCE SOUTH 22 DEGREES 41 MINUTES 41 SECONDS EAST, A DISTANCE OF 37.67 FEET TO A 1/2 INCH IRON PIPE SET; RUN THENCE SOUTH 18 DEGREES 53 MINUTES 46 SECONDS EAST, A DISTANCE OF 34.98 FEET TO A 1/2 INCH IRON PIPE SET; RUN THENCE SOUTH 26 DEGREES 06 MINUTES 28 SECONDS WEST, A DISTANCE OF 37.11 FEET TO A 1/2 INCH IRON PIPE SET; RUN THENCE SOUTH 26 DEGREES 32 MINUTES 28 SECONDS WEST A DISTANCE OF 32.02 FEET TO A 1/2 INCH IRON PIPE SET; RUN THENCE SOUTH 09 DEGREES 12 MINUTES 38 SECONDS WEST, A DISTANCE OF 60.57 FEET TO A 1/2 INCH IRON PIPE SET; RUN THENCE SOUTH 11 DEGREES 40 MINUTES 13 SECONDS WEST, A DISTANCE OF 22.49 FEET TO A 1/2 INCH IRON PIPE SET; RUN THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 77.50 FEET TO A 1/2 INCH IRON PIPE SET ON THE AFOREMENTIONED WESTERLY LINE OF AN INGRESS EGRESS EASEMENT TO SHORT & PAULK SUPPLY COMPANY, INC; RUN THENCE SOUTH 17 DEGREES 13 MINUTES 01 SECONDS WEST ALONG LAST MENTIONED WESTERLY LINE, A DISTANCE OF 359.31 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF LAND LYING IN AND BEING PART OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200-A AND/OR CHESTER ROAD, A 100-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200 AND/OR A-1-A, A 184-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE, ON SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 72°46'59" EAST, 2448.63 FEET TO THE EASTERLY LINE OF AN 80-FOOT EASEMENT FOR INGRESS AND EGRESS AS RECORDED IN OFFICIAL RECORDS BOOK 761, PAGE 189, OF THE PUBLIC RECORDS OF SAID COUNTY, KNOWN AS "NASSAU CENTER COURT"; THENCE, ON SAID EASTERLY LINE, NORTH 17°13'01" EAST, 726.00 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING ON LAST SAID LINE, NORTH 17°13'01" EAST, 60.00 FEET TO THE NORTHERLY LINE OF SAID EASEMENT; THENCE, ON SAID NORTHERLY LINE, NORTH 72°46'59" WEST, 80.00 FEET TO THE WESTERLY LINE OF SAID EASEMENT; THENCE, ON LAST SAID LINE, SOUTH 17°13'01" WEST, 46.74 FEET TO THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 796, PAGE 335, OF SAID PUBLIC RECORDS; THENCE, ON SAID NORTHERLY LINE, NORTH 90°00'00" WEST, 77.50 FEET TO THE EASTERLY LINE OF SAID LANDS; THENCE, ON THE EASTERLY, NORTHEASTERLY, AND NORTHERLY LINES OF SAID LANDS THE FOLLOWING FIVE (5) COURSES: (1) NORTH 09°52'35" EAST, 83.04 FEET; (2)

NORTH 26°18'31" EAST, 69.13 FEET; (3) NORTH 20°51'57" WEST, 72.61 FEET; (4) NORTH 32°25'16" WEST, 54.45 FEET; (5) NORTH 89°56'20" WEST, 115.06 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 876, PAGE 559, OF SAID PUBLIC RECORDS; THENCE, ON SAID EASTERLY LINE AND THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 876, PAGE 567, OF SAID PUBLIC RECORDS, NORTH 10°00'00" WEST, 654.41 FEET TO THE NORTHERLY LINE OF LAST SAID LANDS; THENCE, ON SAID NORTHERLY LINE, NORTH 87°00'00" EAST, 233.69 FEET TO THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 423, PAGE 426, OF SAID PUBLIC RECORDS, ALSO BEING THE CENTERLINE OF A 100-FOOT WIDE EASEMENT FOR DRAINAGE; THENCE, ON SAID WESTERLY LINE AND THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1020, PAGE 308, OF SAID PUBLIC RECORDS, SOUTH 12°27'17" WEST, 146.51 FEET TO A POINT OF CURVATURE; THENCE, CONTINUING ON THE WESTERLY LINE OF SAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 1020, PAGE 308, AROUND AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 71°04'40", AN ARC DISTANCE OF 347.35 FEET (SOUTH 23°05'03" EAST, 325.50 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, ON THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1020, PAGE 306, OFFICIAL RECORDS BOOK 892, PAGE 1207 AND OFFICIAL RECORDS BOOK 924, PAGE 1318, ALL AS RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY, SOUTH 58°37'23" EAST, 530.00 FEET TO THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 893, PAGE 1168, OF SAID PUBLIC RECORDS; THENCE, ON LAST SAID LINE, SOUTH 17°14'28" WEST, 342.81 FEET TO THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 859, PAGE 1438, OF SAID PUBLIC RECORDS; THENCE, ON LAST SAID LINE, NORTH 72°12'21" WEST, 299.65 FEET TO THE EASTERLY LINE OF AFOREMENTIONED 80-FOOT EASEMENT FOR INGRESS AND EGRESS AND THE POINT OF BEGINNING.

TOGETHER WITH THOSE APPURTENANT EASEMENTS FOR ROADWAY PURPOSES DESCRIBED IN OFFICIAL RECORDS BOOK 761, PAGE 189, OFFICIAL RECORDS BOOK 762, PAGE 544, OFFICIAL RECORDS BOOK 796, PAGE 337, OFFICIAL RECORDS BOOK 805, PAGE 1811, OFFICIAL RECORDS BOOK 876, PAGE 554, AND OFFICIAL RECORDS BOOK 1319, PAGE 567, ALL OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

EXHIBIT B

CHESTER ROAD 20' ADDITIONAL RIGHT OF WAY

All that certain tract or parcel of land being a portion of Section 1, Township 2 North, Range 27 East, and a portion of Section 25, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows: For a point of reference commence at a railroad spike found at the centerline of right-of-way intersection of State Road No. 200/A1A (a 184.00 foot right-of-way by Department of Transportation right-of-way maps of Section No. 74060-2503) and State Road No. 200-A (a 100.00 foot right-of-way as now established by Department of Transportation right-of-way maps Section No. 74600-2150 and 7460-175) and run North 07°51'58" East along the centerline of said State Road 200-A, a distance of 490.58 feet to a point lying on said centerline; thence South 73°01'00" East, 50.65 feet to the Point of Beginning lying on the Easterly right-of-way line of aforesaid State Road No. 200-A; thence North 07°51'58" East along said Easterly right-of-way line, 705.00 feet; thence South 82°08'02" East, 20.00 feet; thence South 07°51'58" West, 708.21 feet; thence North 73°01'00" West, 20.26 feet to the Point of Beginning.

Lands thus described contain 0.32 acres, more or less.