

**TRI-PARTY AGREEMENT
AMENDMENT #1**

THIS AMENDMENT #1 TO TRI-PARTY AGREEMENT is by and between DEEP CREEK PLANTATION DEVELOPMENT COMPANY (hereinafter referred to as "Developer"), FLORIDA BANK, successor by merger to Florida Bank of Jacksonville, (f/k/a Bank of North Florida) (hereinafter referred to as "Lender") NASSAU COUNTY, FLORIDA (hereinafter referred to as "County"), and DEEP CREEK PLANTATION OWNERS ASSOCIATION, INC. (hereinafter referred to as "DCPOA").

WITNESSETH:

WHEREAS, Developer is the developer of certain real property located in Nassau County, Florida (referred to herein as "Deep Creek Plantation") and more particularly identified as

DEEP CREEK PLANTATION, a subdivision according to the plat thereof as recorded at Plat Book 7, pages 239-250, public records of Nassau County, Florida; and

WHEREAS, Developer covenanted and agreed with the County to construct roadways and drainage facilities and other improvements (hereinafter collectively referred to as the "Improvements") based upon development plans and specifications pertaining to said subdivision (hereinafter collectively referred to as the "Specifications") prepared by Harbor Civil Services, Inc., Project No. 91915, dated November 2005, and being on file with the County Engineer; and

WHEREAS, Developer obtained a loan from the Lender for the purpose of developing and improving Deep Creek Plantation by the installation of the Improvements; and

WHEREAS, pursuant to Nassau County Ordinance 99-17, Roadway & Drainage Standards, Section 12, financial assurance of completion of the Improvements in accordance with the Specifications is to be provided and was provided to the County; and

WHEREAS, the County is authorized by law to regulate such development and to require and receive such financial assurance; and

WHEREAS, the Developer, the Lender and the County entered into a "Tri-Party Agreement" dated July 9, 2007 as financial assurance of completion of Improvements, and

WHEREAS, the Improvements were built and substantially completed upon a modified schedule of completion lasting beyond the forecast completion date of February 28, 2008, and

WHEREAS, DCPOA is a Florida not for profit corporation operating as a homeowners association in accordance with Chapter 720, F.S., and is the owner and holder of the private road right(s) of way and drainage structures of Deep Creek Plantation under and by virtue of the Adoption and Dedication of the subdivision plat of Deep Creek Plantation, recorded at Plat Book 7, pages 239 et seq., public records of Nassau County, Florida; and

WHEREAS, the aberrant weather associated with Tropical Storm Fay on August 21-23, 2008, caused significant but localized damage to a portion of the Improvements, and

WHEREAS, the significant decline in the national, state and local economy, the unavailability of loan capital from Lender or other financial institutions, the absence of insurance covering the Improvements damaged in Tropical Storm Fay, and the apparent reluctance of SBA Disaster Assistance and/or Florida Division of Emergency Management to provide disaster recovery funds for homeowner associations, are all factors causing or contributing to the inability to repair and to the continued closure of Deacon Drive due to roadbed and drainage system failure; and

WHEREAS, the Developer and DCPOA seek to isolate the damaged area of the Improvements, allow reconstruction, and open the remainder of Deep Creek Plantation for retail sales, upon conditions; and

WHEREAS, it is the purpose of this Agreement to set forth clearly the understanding and agreement of the parties with respect to the foregoing matters.

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

1. The obligations of Lender in and under the Tri-Party Agreement are discharged, and County hereby releases Lender as a signatory party from the Tri-Party Agreement.
2. Lender, Developer and DCPOA agree with County as follows:
 - (a) Developer agrees to isolate the following lots, all located in Deep Creek Plantation, a subdivision according to the plat thereof as recorded in Plat Book 7, page 239, public records of Nassau County, Florida:

Lot 61
Lot 62
Lot 63
Lot 64

By isolating the lots, Developer agrees that the subject lots may not be sold without written approval of the County. Said approval will be granted upon demonstration to the County's satisfaction that there is adequate and proper access to said properties. Lender consents to said restriction on sale of said lots, notwithstanding any mortgage interest it may have therein. DCPOA and Developer agree to reconstruct the portion of the roadway segment of Deacon Drive lying northerly of its intersection with Cutter Court to provide stormwater drainage structures beneath the roadway substantially greater than the requirements arising from a 25-year storm event, and to rebuild the roadbed and associated drainage, all in locations and in accordance with EXHIBIT A, attached hereto and incorporated herein by this reference, as and when funds are received from SBA Disaster Relief, or from Florida Division of Emergency Management or, if no such disaster relief funds are received, from the net proceeds of sales of other lots in Deep Creek Plantation.

- (b) Developer will establish, with the concurrence of St. Johns River Water Management District if necessary, a Flood Plain Easement upon and across portions of Lot 61 and Lot 63, upon terms substantially consistent with EXHIBIT B, attached hereto and incorporated herein by their reference. DCPOA will have, and agrees to accept, management responsibility for the Flood Plain Easement.
3. Developer will provide to County a title certification or opinion of counsel certifying ownership to Lots 61, 62, 63 and 64 of Deep Creek Plantation. A Memorandum of this Amendment #1 to Tri-Party Agreement in the form of or substantially consistent with EXHIBIT C, attached hereto and incorporated herein by this reference, shall be recorded in the public records of Nassau County, Florida, at the expense of Developer.
4. Any notice required to be given or documents required to be delivered by the terms of this Agreement shall be deemed properly given or delivered if hand delivered, or if mailed to the proper party or parties by United States Mail, return receipt requested, at the following addresses:

DEVELOPER: Deep Creek Plantation Development Company
Lee D. Wedekind, Jr., President
5345 Ortega Boulevard, Suite 7
Jacksonville, FL 32210

DCPOA: James L. Shroads, Registered Agent
914 Atlantic Avenue, 2E
Fernandina Beach, FL 32034

LENDER: Florida Bank
Frank A. Lafalce, Executive Vice President
201 N. Franklin Street, Suite 100
Tampa, FL 33602

AND

J. I. Vance Berry, Jr.
Attorney at Law
Stoneburner Berry Glocker Purcell & Greenhut, P.A.
841 Prudential Drive, Suite 1400
Jacksonville, FL 32207

COUNTY: Nassau County, Florida
David Hallman, County Attorney
96135 Nassau Place
Yulee, FL 32097

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1 to Tri-Party Agreement this 22nd day of March, 2010.

DEVELOPER:

Deep Creek Plantation Development Company
A Florida corporation

By: 
Lee D. Wedekind, Jr.

Its: President


Deep Creek Plantation Owners Association, Inc.
a Florida not for profit corporation

By: 
Lee D. Wedekind, Jr.

Its: President

LENDER:

Florida Bank

By: 
Frank A. Lafalce
Executive Vice President

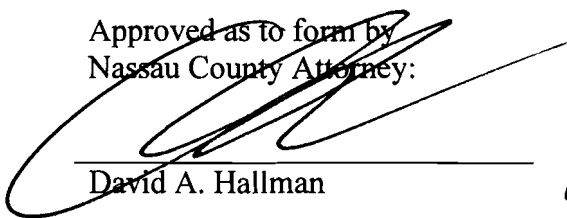
COUNTY:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


By: 
Michael H. Boyle

Its: Chairman

Approved as to form by
Nassau County Attorney:


David A. Hallman

Attest:


John A. Crawford
Ex-Officio Clerk

Its: 
5/28/10

TROPICAL STORM FAY ROADWAY REPAIRS

FOR

DEEP CREEK PLANTATION

EXHIBIT A
TO TRI-PARTY AGREEMENT

LEGAL DESCRIPTION

A PORTION OF LOTS 1, 2, 3 AND 4 (ALSO KNOWN AS THE SOUTHWEST ONE-QUARTER OF THE SECTION ONE-QUARTER AND THE NORTH ONE-QUARTER) OF SECTION 22 TOWNSHIP 1 NORTH RANGE 23 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 22
CONVEYANCE DATE 1, 2, 3 AND 4 (ALSO KNOWN AS THE SOUTHWEST ONE-QUARTER OF THE SECTION ONE-QUARTER AND THE NORTH ONE-QUARTER) OF SECTION 22 TOWNSHIP 1 NORTH RANGE 23 EAST, FLORIDA COUNTY FIDELITY

SECTION 23
THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, THE WEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, THE WEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER AND THE WEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 23 TOWNSHIP 1 NORTH RANGE 23 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 24
CONVEYANCE AT THE SOUTHWEST CORNER OF SECTION 23 TOWNSHIP 1 NORTH RANGE 23 EAST DEERBERRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 25
THE EAST ONE-QUARTER OF SECTION 25 TOWNSHIP 1 NORTH RANGE 23 EAST DEERBERRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 26
THE EAST ONE-QUARTER OF SECTION 26 TOWNSHIP 1 NORTH RANGE 23 EAST DEERBERRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 27
THE EAST ONE-QUARTER OF SECTION 27 TOWNSHIP 1 NORTH RANGE 23 EAST DEERBERRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 28
THE EAST ONE-QUARTER OF SECTION 28 TOWNSHIP 1 NORTH RANGE 23 EAST DEERBERRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 29
THE EAST ONE-QUARTER OF SECTION 29 TOWNSHIP 1 NORTH RANGE 23 EAST DEERBERRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 30
THE EAST ONE-QUARTER OF SECTION 30 TOWNSHIP 1 NORTH RANGE 23 EAST DEERBERRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 31
THE EAST ONE-QUARTER OF SECTION 31 TOWNSHIP 1 NORTH RANGE 23 EAST DEERBERRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 32
THE EAST ONE-QUARTER OF SECTION 32 TOWNSHIP 1 NORTH RANGE 23 EAST DEERBERRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 33
THE EAST ONE-QUARTER OF SECTION 33 TOWNSHIP 1 NORTH RANGE 23 EAST DEERBERRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 34
THE EAST ONE-QUARTER OF SECTION 34 TOWNSHIP 1 NORTH RANGE 23 EAST DEERBERRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 35
THE EAST ONE-QUARTER OF SECTION 35 TOWNSHIP 1 NORTH RANGE 23 EAST DEERBERRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 36
THE EAST ONE-QUARTER OF SECTION 36 TOWNSHIP 1 NORTH RANGE 23 EAST DEERBERRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 37
THE EAST ONE-QUARTER OF SECTION 37 TOWNSHIP 1 NORTH RANGE 23 EAST DEERBERRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

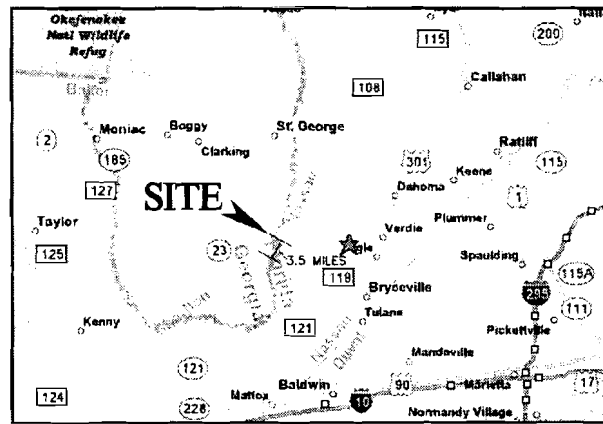
SECTION 38
THE EAST ONE-QUARTER OF SECTION 38 TOWNSHIP 1 NORTH RANGE 23 EAST DEERBERRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 39
THE EAST ONE-QUARTER OF SECTION 39 TOWNSHIP 1 NORTH RANGE 23 EAST DEERBERRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 40
THE EAST ONE-QUARTER OF SECTION 40 TOWNSHIP 1 NORTH RANGE 23 EAST DEERBERRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL ESTATE NO. / TAX PARCEL

11 # 88-14-11-1000-0000-0000	12 # 21-14-11-1000-0000-0000
13 # 22-14-11-1000-0000-0000	14 # 23-14-11-1000-0000-0000
15 # 24-14-11-1000-0000-0000	16 # 25-14-11-1000-0000-0000



LOCATION MAP

INDEX OF DRAWINGS

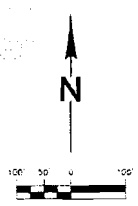
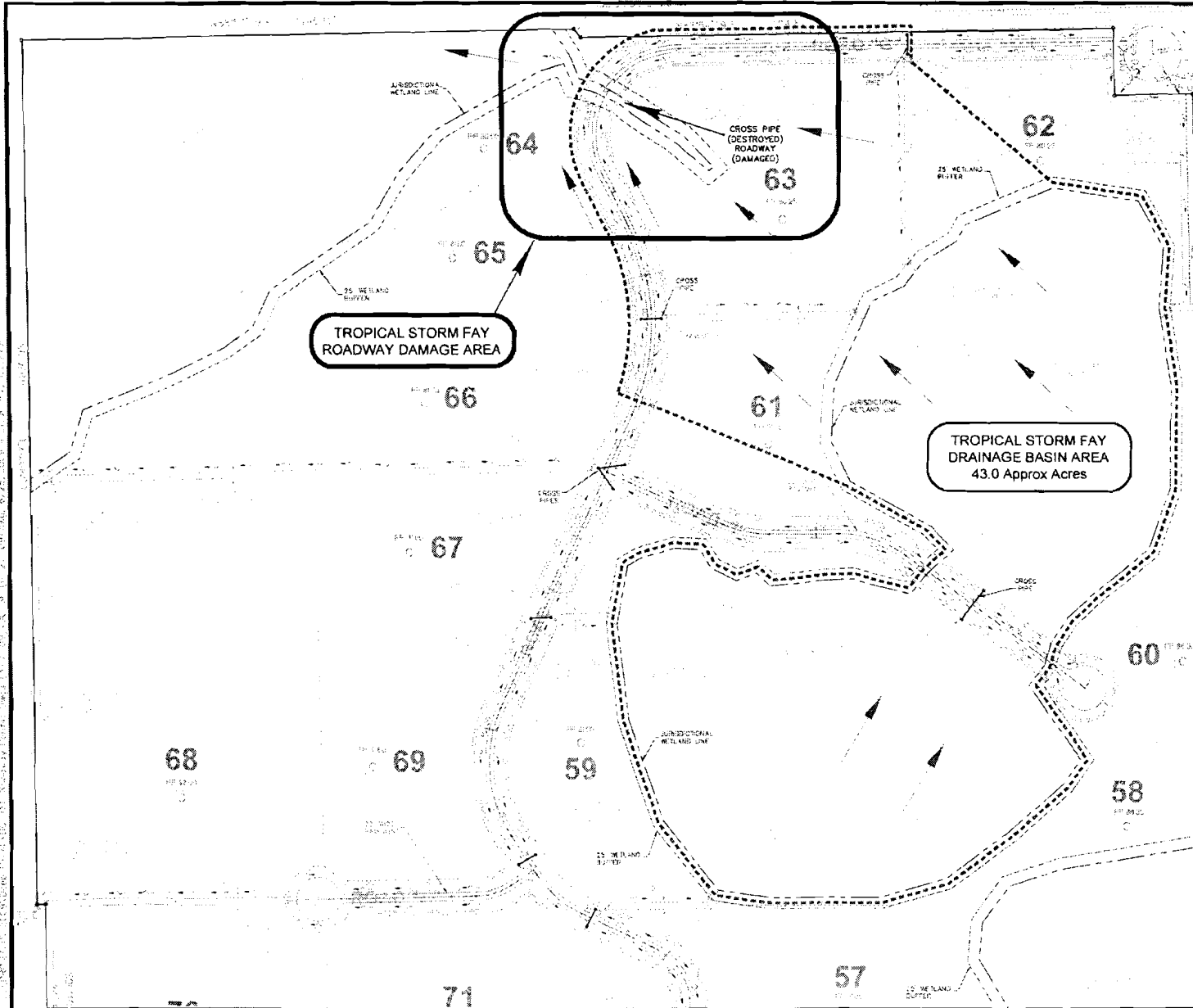
SHEET NO	SHEET TITLE
C-1	COVER SHEET / INDEX OF DRAWINGS
C-2	MASTER DRAINAGE PLAN
C-3	TROPICAL STORM FAY - ROADWAY DAMAGE AREA
C-4	OVERALL PAVING / DRAINAGE REPAIR PLAN
C-5	PAVING / DRAINAGE REPAIR PLAN - 1
C-6	PAVING / DRAINAGE REPAIR PLAN - 2
C-7	PIPELINE PROFILE REPAIRS
C-8	DRAINAGE DETAILS
C-9	TYPICAL ROAD SECTION / EROSION CONTROL DETAILS

PROJECT INFORMATION

DEEP CREEK PLANTATION CONTACT LIST	
OWNER / DEVELOPER DEEP CREEK PLANTATION MANAGEMENT CO. 1000 SOUTH BAYVIEW BLVD. MARIETTA, FLORIDA 32157 PHONE: (904) 398-1000 FAX: (904) 398-1007	CAD ENGINEER KIMBERLY G. BROWN, INC. 10 DEER CREEK DRIVE ST. AUGUSTINE, FLORIDA 32086 PHONE: (904) 334-0001 FAX: (904) 334-0001
LEGAL COUNSEL SHEETS, SPANGLER, STONER & LEE 215 PALM BEACH BOULEVARD, 10TH FLOOR WEST PALM BEACH, FLORIDA 33411 PHONE: (561) 835-1100 FAX: (561) 835-1100	ENGINEER WEEKS STEVENSON & ASSOCIATES 3000 THE SPRAWL CENTER WINTER HAVEN, FLORIDA 33894 PHONE: (888) 364-1200 FAX: (888) 364-1200

NASSAU COUNTY, FLORIDA
NASSAU COUNTY / SJRWMD SUBMITTAL
SUBMITTAL DATE: JULY 2009

TROPICAL STORM FAY
ROADWAY REPAIRS



DRAINAGE LEGEND

- TROPICAL STORM FAY DAMAGE BASIN AREA
- TROPICAL STORM FAY DAMAGE FLOW ARROWS
- EXISTING JURISDICTIONAL WETLAND AREA
- EXISTING DRAINAGE BASIN DIVIDE LINE
- EXISTING DRAINAGE FLOW
- EXISTING NATURALS SETBACK
- FINISHED FLOOR ELEVATION
- PAV LOT DRAINING TIE
- EXISTING CROSS DRAIN EMERGENCY OVERTLOW

TROPICAL STORM FAY SPECIAL PURPOSE MAP

1. THIS SPECIAL PURPOSE MAP IS PREPARED DUE TO THE CAUSE AND EFFECT OF TROPICAL STORM FAY AND ASSOCIATED STORM EVENTS DURING THE TIME PERIOD OF AUGUST 2005.
2. THE AREA HIGHLIGHTED INDICATES DAMAGED DESTROYED OR ROADWAY AND PARK FACILITIES OF PREVIOUSLY APPROVED PLANS.
3. DAMAGE CAUSED WITHIN THIS PROJECT AREA PROVIDED REPORTS OF APPROXIMATE 2" INCHES OF RAINFALL IN VARIOUS LOCATIONS EXCEEDED THE 100-YEAR/24 HOUR STORM EVENT.
4. THE FLORIDA COUNTY REGULATIONS FOR STORM DRAINAGE DESIGN OF ROAD DESIGN CALCULATIONS FOR DRAINAGE BASIN IS THE 25-YEAR/24-HOUR STORM EVENT.
5. A DOUBLE 60" PIPE AND A FOUR 30" PIPE CROSSING GREEN IS BASED ON THE POSSIBILITY OF FUTURE CLIMATE CONDITIONS EXCEEDING THOSE OF COUNTY/STATE AND/OR FEDERAL REQUIREMENTS IN THE INTEREST OF PUBLIC SAFETY.

TROPICAL STORM FAY STORMWATER RUNOFF CALCULATION

NATIONAL METHOD RUNOFF CALCULATION
 $C = 0.1$
 $I = (0.3) (1.04)^{14.51}$
 $I = 1424.97$
 NOTE: RUNOFF CALCULATION FOR 100-YR STORM EVENT

TROPICAL STORM FAY ROADWAY REPAIRS

NO.	DATE	DESCRIPTION	BY

REGISTERED ENGINEER
 HARBOR CIVIL SERVICES, INC.
 1100 NW 113th St.
 Miramar, FL 33187
 PHONE: (305) 236-1100
 FAX: (305) 236-1101
 LICENSE NO. 11000
 DATE: JUNE 2009
 SCALE: AS SHOWN
 PROJ. NO. 91915

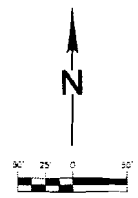
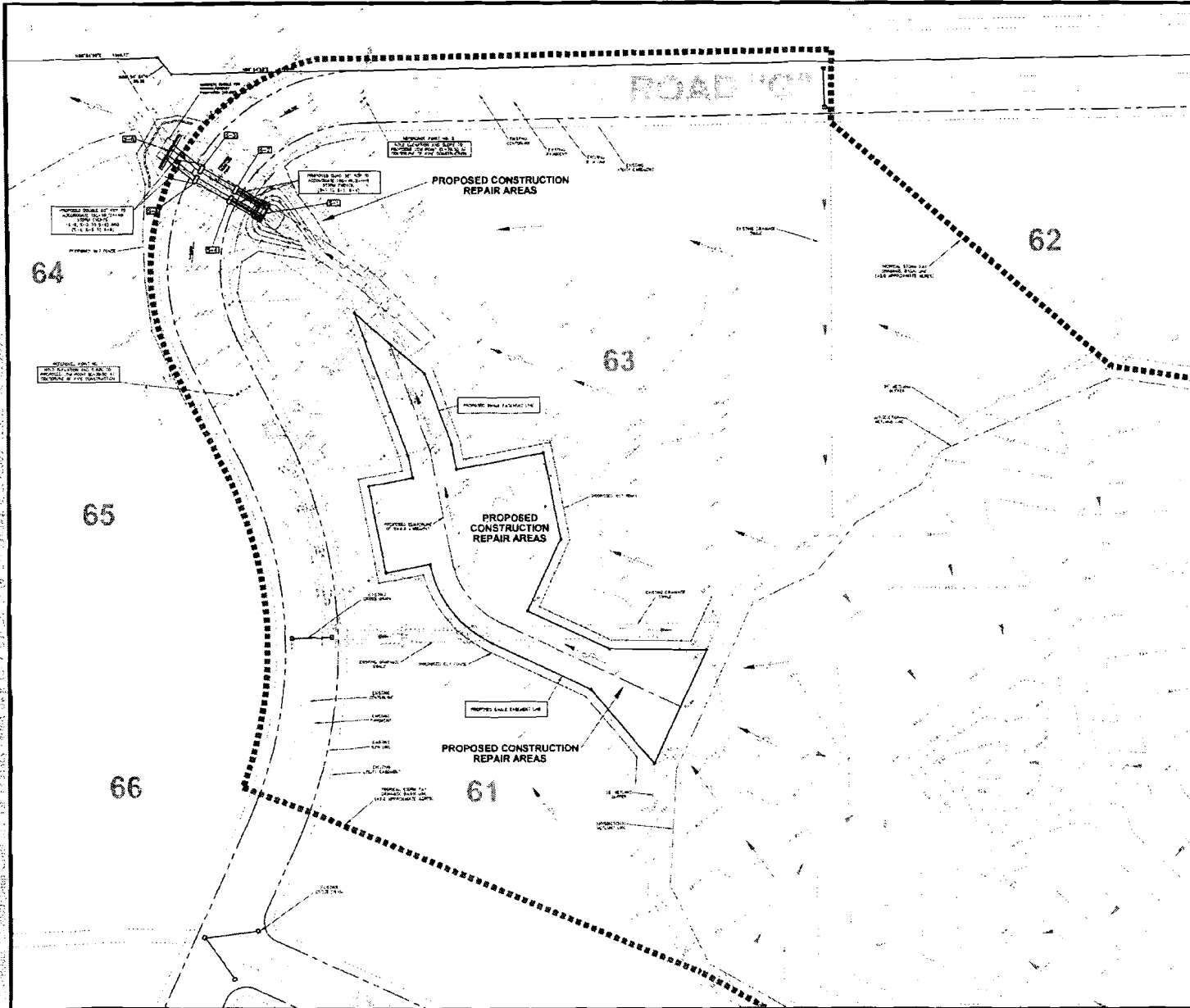
HARBOR CIVIL SERVICES, INC.
 ENGINEERS-ARCHITECTS-BARRISTERS
 1100 NW 113th St.
 Miramar, FL 33187
 PHONE: (305) 236-1100
 FAX: (305) 236-1101
 LICENSE NO. 11000

DEEP CREEK PLANTATION
 DEEP CREEK PLANTATION DEVELOPMENT CO
 MIAMI COUNTY, FLORIDA
 TROPICAL STORM FAY - ROADWAY DAMAGE AREA

FILE DATE: (6-27-09)

C-3
 19 FEB 2009
 SHEET 3 OF 9

ISSUE FOR BID ONLY



DRAINAGE LEGEND

	100 YR STORM DRAINAGE FLOW
	25 YR STORM DRAINAGE FLOW
	JURISDICTIONAL WETLAND AREA
	PROPOSED NATBALES
	PROPOSED BULWARK
	PROPOSED STRUCTURE NUMBER
	PROPOSED STORM STRUCTURE
	PROPOSED CONTOUR
	EXISTING ELEVATIONS
	EXISTING CONTOURS

SEDIMENT / EROSION CONTROL

NOTE: 1. CONSISTENT SILT FENCE EROSION CONTROL SHALL BE IN PLACE AND MAINTAINED AS REQUIRED BY PRE-CONSTRUCTION CONDITIONS. SILT FENCES MUST BE MAINTAINED THROUGHOUT PROJECT CONSTRUCTION.

2. SEDIMENT AND EROSION CONTROL MEASURES MUST BE MAINTAINED ON- and OFF-SITE AT THE END OF EACH WORK DAY.

3. SILT FENCING AND MATS SHALL BE INSTALLED WHERE SHOWN ON PLANS AND/OR AS NECESSARY TO PREVENT SEDIMENT AND SILT RUNOFF FROM THE REPAIR AREA.

4. SLOTTED SANDBAG EROSION CONTROL SHALL BE INSTALLED WHERE SHOWN AND/OR AS NECESSARY TO PREVENT EROSION CONTROL AND TO STABILIZE ALL AREAS OF PROPOSED CONSTRUCTION TO PREVENT WASHOUT AND STRUCTURE DAMAGE.

GENERAL STRUCTURE / PIPELINE NOTES

1. ALL PREVIOUSLY APPROVED ROADWAY CROSS SECTION CONSTRUCTION DETAILS SHALL BE APPLIED TO THIS SET OF PLANS UNLESS AS NOTED FOR THE PROPOSED PORTION OF DAMAGE DUE TO TROPICAL STORM FAY.

2. FIELD CONDITIONS MAY DICTATE VARIABLE FIELD CHANGES IN ORDER TO PROVIDE THE MOST APPROPRIATE CONSTRUCTION METHODS TO STABILIZE THE AREA OF DAMAGE DUE TO TROPICAL STORM FAY.

3. S-1 - THIS STRUCTURE SHALL BE A PRECAST IN PLACE STRUCTURE (SEE DET. AS NOTED IN PLAN) ACCORDING TO THE DESIGN INTENT OF DETAIL INDEX NO. 223 (S-1) OF 2. 24" DIA. PRECAST CONCRETE PIPES SHALL BE CENTERED IN STRUCTURES. SEE DETAIL SHEET FOR PROPOSED WIDTH AND HEIGHTS. REFER TO DETAIL SHEETS FOR REINFORCEMENT AND ADDITIONAL DETAILS.

4. S-2 & S-4 - THESE STRUCTURES SHALL BE PRECAST (SEE DETAIL INDEX NO. 222 (S-2) OF 6. 18" DIA. PRECAST CONCRETE PIPES BY EAST BAY DESIGN). PIPES SHALL BE CENTERED IN STRUCTURES. SEE DETAIL SHEET FOR STANDARD DIMENSIONS. REFER TO DETAIL SHEETS FOR REINFORCEMENT AND ADDITIONAL DETAILS.

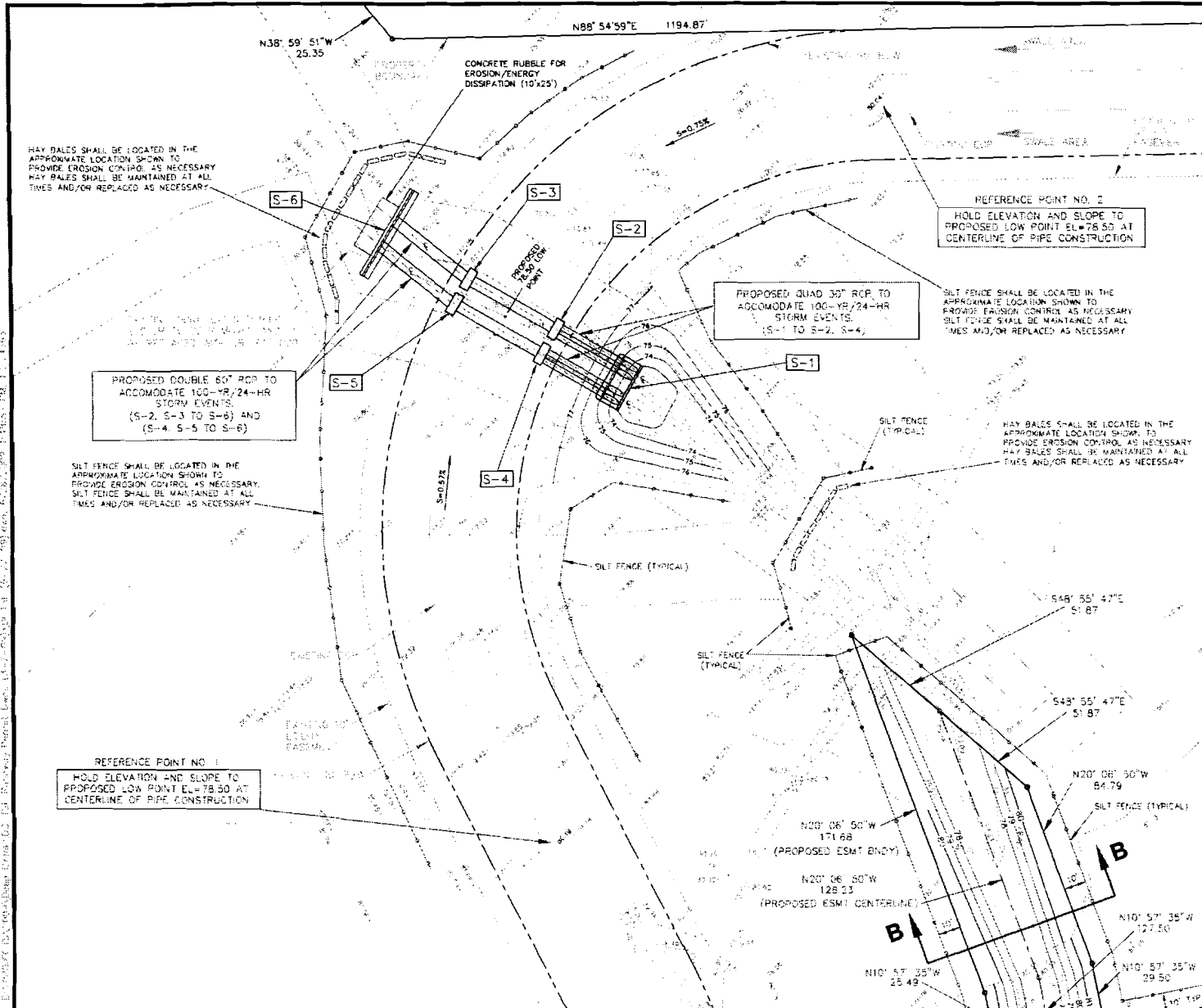
5. S-3 & S-5 - THESE STRUCTURES SHALL BE PRECAST (SEE DETAIL INDEX NO. 222 (S-3) OF 6. 18" DIA. PRECAST CONCRETE PIPES BY EAST BAY DESIGN). PIPES SHALL BE CENTERED IN STRUCTURES. SEE DETAIL SHEET FOR STANDARD DIMENSIONS. REFER TO DETAIL SHEETS FOR REINFORCEMENT AND ADDITIONAL DETAILS.

6. S-6 - THIS STRUCTURE SHALL BE CONSTRUCTED PER DETAIL INDEX NO. 221 (S-6) OF 2. STRAIGHT CORRUGATED METAL WITH 18" DIA. 12" HIGH PIPES SHALL BE CENTERED IN STRUCTURES AS SHOWN. STRUCTURE LENGTH SHALL BE DESIGNED TO ALLOW FOR PIPE SPACING EQUIPMENT. SEE DETAIL SHEET FOR DIMENSIONS.

TROPICAL STORM FAY ROADWAY REPAIRS

DESIGNED BY: HCS	REVISIONS
DRAWN BY: HCS	NO. DATE DESCRIPTION
CHECKED BY: HCS	
SCALE: 1" = 50'	
DATE: JUNE 2005	
PROJ. NO.: 91915	
DESIGNED BY: HCS	DESIGNED ENGINEER
DRAWN BY: HCS	
CHECKED BY: HCS	
SCALE: 1" = 50'	
DATE: JUNE 2005	
PROJ. NO.: 91915	
HARBOR CIVIL SERVICES, INC.	
ENGINEERS-PLANNERS-SURVEYORS	
1000 N. W. 10th Ave., Suite 1000 Fort Lauderdale, FL 33309 Phone: (954) 573-1111 Fax: (954) 573-1112	
DEEP CREEK PLANTATION	
DEEP CREEK PLANTATION DEVELOPMENT CO.	
MASSAU COUNTY, FLORIDA	
OVERALL PAVING, DRAINAGE, REPAIR PLAN	
P.L.C. 0515 (6-21-04)	
C-4	
SHEET INDEX	
SHEET 4 OF 9	

ISSUE FOR BID ONLY



DRAINAGE LEGEND

	UNDIRECTIONAL WETLAND AREA
	PROPOSED HAYBALE
	PROPOSED SILTFENCE
	PROPOSED STRUCTURE NUMBER
	PROPOSED STORM STRUCTURE
	PROPOSED CONTOUR
	EXISTING ELEVATION
	EXISTING CONTOUR

REVISIONS

NO.	DATE	DESCRIPTION	BY

DESIGNED BY: HCS
 DRAWN BY: HCS
 CHECKED BY: HCS
 SCALE: 1" = 70'
 DATE: JAN. 2004
 PROJ. NO.: 03115

HARBOR CIVIL SERVICES, INC.
 ENGINEERS-PLANNERS-ARCHITECTS
 1100 N. W. 12th St., Suite 100
 Ft. Lauderdale, FL 33304
 PHONE: (954) 561-1111
 FAX: (954) 561-1112

DEEP CREEK PLANTATION
 DEEP CREEK PLANTATION DEVELOPMENT CO.
 MISSISSIPPI COUNTY, FLORIDA

PAVING / DRAINAGE REPAIR PLAN - 1

FILE: DCT51 (6-27-05)

C-5
 SHEET NO. 4
 SHEET 5 OF 9

TROPICAL STORM FAY ROADWAY REPAIRS

REMEDIAL / EROSION CONTROL

NOTE:

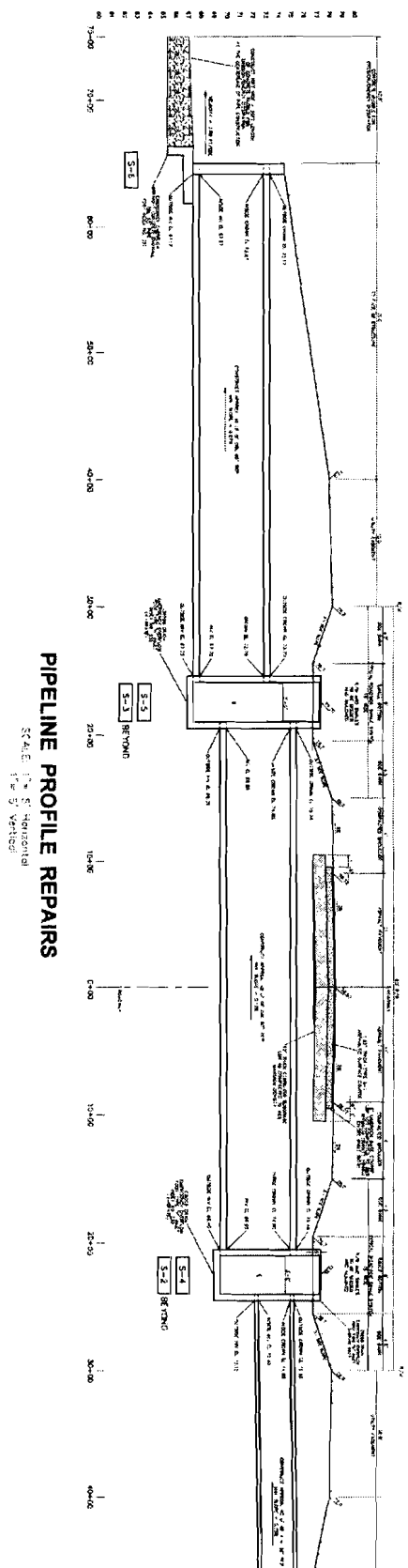
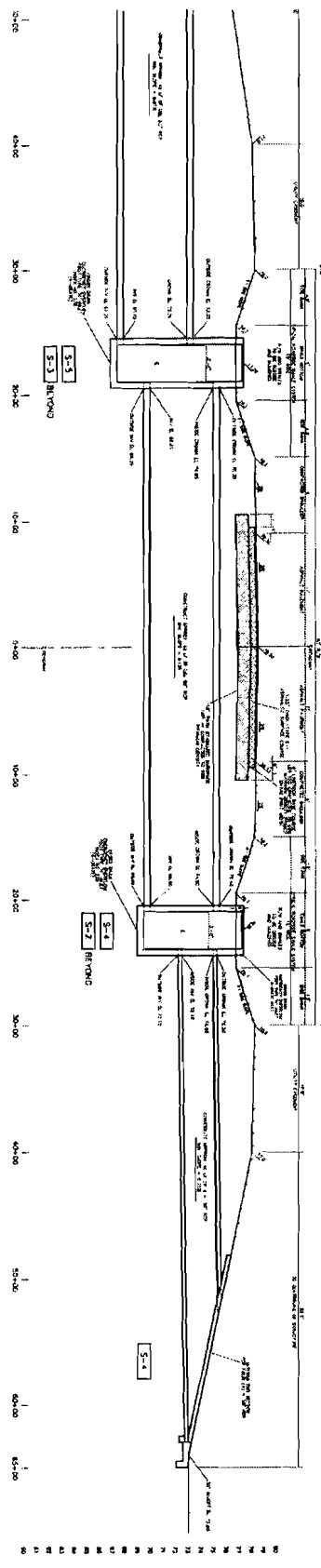
1. CONSTRUCT SILT FENCE EROSION CONTROL, WHERE SHOWN ON PLAN AND ADDITIONALLY AS REQUIRED BY FOLLOW-UP CONSTRUCTION SURVEY FENCING MUST BE MAINTAINED AND MAINTAINED SURVEY PROJECT CONSTRUCTION.
2. SEDIMENT AND EROSION CONTROL MEASURES MUST BE MAINTAINED DAILY AND SECURED AT THE END OF EACH WORK DAY.
3. SILT FENCING AND HAY BALES SHALL BE INSTALLED WHERE SHOWN ON PLANS AND, IN AS NECESSARY TO PREVENT SEDIMENT LOADS RUNOFF FROM THE WORK AREA.
4. FOOT SHORDBAG EROSION CONTROL SHALL BE INSTALLED PER THE PLANS AND, IN AS NECESSARY TO PREVENT EROSION CONTROL AND TO STABILIZE ALL AREAS OF PROPOSED CONSTRUCTION TO PREVENT WASHOUT AND STRUCTURE PROTECTION.

GENERAL STRUCTURE / PIPELINE NOTES

1. ALL PREVIOUSLY APPROVED ROADWAY CROSS SECTION CONSTRUCTION DETAILS SHALL BE APPLIED TO THIS SET OF PLANS UNLESS AS NOTED TOP THE PROPOSED REPAIR OF DAMAGE DUE TO TROPICAL STORM FAY.
2. FIELD CONDITIONS MAY OBTAIN VARIABLE FIELD CHANGES IN ORDER TO PROVIDE THE BEST APPROPRIATE CONSTRUCTION METHODS TO STABILIZE THE AREA OF DAMAGE DUE TO TROPICAL STORM FAY.
3. S-1: THIS STRUCTURE SHALL BE A SQUARE IN PLACE STRUCTURE THAT WILL BE LOCATED IN WIDTH ACCORDING TO THE DESIGN INTENT OF FOOT INLET NO. 218. S-1 IS OF A 2000 FOOT DESIGN STANDARD. SEE DETAIL SHEET FOR PROPOSED WIDTH AND HEIGHT DIMENSIONS. REFER TO FOOT BODY SHEETS FOR REINFORCEMENT AND ADDITIONAL DETAILS.
4. S-2 & S-4: THESE STRUCTURES SHALL BE PRE-CAST FOOT INLET NO. 218. S-2 IS OF 8" TYPE "H" 14" DIA. INLETS W/ CAST IRON GRATES. PIPES SHALL BE CENTERED IN STRUCTURES. SEE DETAIL SHEET FOR STANDARD DIMENSIONS. REFER TO FOOT BODY SHEETS FOR REINFORCEMENT AND ADDITIONAL DETAILS.
5. S-3 & S-5: THESE STRUCTURES SHALL BE PRE-CAST FOOT INLET NO. 218. S-3 IS OF 8" TYPE "H" 14" DIA. INLETS W/ CAST IRON GRATES. PIPES SHALL BE CENTERED IN STRUCTURES. SEE DETAIL SHEET FOR STANDARD DIMENSIONS. REFER TO FOOT BODY SHEETS FOR REINFORCEMENT AND ADDITIONAL DETAILS.
6. S-6: THIS STRUCTURE SHALL BE CONSTRUCTED PER FOOT INLET NO. 251. S-6 IS OF 2" BROADFLAT CONCRETE DESIGN WITH DOUBLE 4" FOOT PIPES SHALL BE CENTERED IN STRUCTURE AS SHOWN. STRUCTURE LENGTH SHALL BE MODIFIED TO ALLOW FOR PIPE SPERMATION ALIGNMENT. SEE DETAIL SHEET FOR DIMENSIONS.

DEEP CREEK PLANTATION DEVELOPMENT CO. 1100 N. W. 12th St., Suite 100, Ft. Lauderdale, FL 33304. PHONE: (954) 561-1111. FAX: (954) 561-1112.

ISSUE FOR BID ONLY



TROPICAL STORM FAY
ROADWAY REPAIRS

DATE: 03/27/10 SHEET: 7 OF 9 C-7	DEEP CREEK PLANTATION DEEP CREEK PLANTATION DEVELOPMENT CO. HASSAU COUNTY, FLORIDA PIPELINE PROFILE REPAIRS	HARBOR CIVIL SERVICES, INC. ENGINEERS-PLANNERS-SURVEYORS 10000 W. UNIVERSITY BLVD., SUITE 100 TAMPA, FLORIDA 33613 TEL: 813-973-1100	DESIGNED BY: HCS DRAWN BY: HCS CHECKED BY: HCS SCALE: 1" = 5' H 1" = 5' V DATE: JUNE 2009 PROJ. NO: 91915	REGISTERED ENGINEER	REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	BY								
	NO.	DATE	DESCRIPTION	BY													
ISSUE FOR BID ONLY																	

**EXHIBIT B
TO TRI-PARTY AGREEMENT**

This Instrument was prepared by:
JAMES L. SHROADS, attorney
914 Atlantic Avenue 2E
Fernandina Beach, FL 32034

RECORD AND RETURN TO:
JAMES L. SHROADS, attorney
914 Atlantic Avenue 2E
Fernandina Beach, FL 32034

**FLOOD CONTROL & MANAGEMENT EASEMENT;
SUPPLEMENT No. 2 to DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS of
DEEP CREEK PLANTATION**

DATED: _____, 2010

This EASEMENT / SUPPLEMENT No. 2 to DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS of DEEP CREEK PLANTATION is made upon the date noted above by **DEEP CREEK PLANTATION DEVELOPMENT COMPANY**, a Florida corporation, to **DEEP CREEK PLANTATION OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation whose office address is 5345 Ortega Boulevard, Suite 7, Jacksonville Florida 32210.

The following **RECITALS** are a material part of this instrument:

- A. This indenture grants and conveys a flood control and management easement upon, over and across portions of Lot 61 and Lot 63, Deep Creek Plantation, (the servient tenement, owned and held by Deep Creek Plantation Development Company) to and in favor of Deep Creek Plantation Owners Association, Inc., as owner and holder of the private road right(s) of way of Deep Creek Plantation, a subdivision according to the plat thereof as recorded at Plat Book 7, page 239 et seq., public records of Nassau County, Florida (the dominant tenement) and as an appurtenance to the drainage structures and features therein and thereto.
- B. Within this instrument, the following defined terms apply:
- a. **Developer:** Deep Creek Plantation Development Company, a Florida corporation.
 - b. **DCPOA:** Deep Creek Plantation Owners Association, Inc., a Florida not for profit corporation operating as a homeowner's association in accordance with Chapter 720, Florida Statutes (2009).
 - c. **Dominant Tenement:** The private streets and rights of way in Deep Creek Plantation, owned, managed and maintained by Deep Creek Plantation Owners Association, Inc. under and by virtue of the Adoption and Dedication of the subdivision plat of Deep Creek Plantation, recorded at Plat Book 7, page 239, public records of Nassau County, Florida
 - d. **Easement Premises:** That portion of Lot 61 and Lot 63 more particularly described and/or depicted upon EXHIBIT A, attached hereto and incorporated herein by this reference.
 - e. **Servient Lots:** Lot 61 and Lot 63, Deep Creek Plantation, according to Plat Book 7, p. 239, Nassau County.

NOW, THEREFORE, for and in consideration of the Recitals stated above (which are ratified and incorporated herein by this reference) and TEN (\$10.00) Dollars and other

good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. GRANT OF EASEMENT: Developer hereby grants to DCPOA a perpetual, non-exclusive easement upon, over and across the Easement Premises, for the purpose of drainage, stormwater management and flood control, and all related purposes, including, without limitation, construction, maintenance, operation, replacement and repair of levees, dikes, basins, channels, improvements and/or watercourses, and other works, whether active or passive, as may be reasonably necessary or appropriate to controlling flooding or flood risks associated with the Lots or Tracts in Deep Creek Plantation, upon and subject to the terms and conditions herein stated.

2. SUPPLEMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS: Developer hereby additionally declares this instrument to be, and serve as, Supplement Number 2 to the Declaration of Covenants, Restrictions and Easements of Deep Creek Plantation as recorded at **Official Records Book 1483, pages 1759 through 1785, public records of Nassau County, Florida**, as supplemented by instruments recorded at **Official Records Book 1528, page 297 et. seq., public records of Nassau County, Florida**.

3. TERMS AND CONDITIONS OF EASEMENT:

- a. No owners, or occupant, of any of the Servient Lots shall construct, obstruct or alter any watercourses or drainage or flood control improvements on the Easement Premises, or alter the slope or drainage characteristics of lands immediately adjacent to the Easement Premises in a manner that will, or could, alter the flow of stormwater (whether by volume or velocity) into or out of the Easement Premises. No owner or occupant of any of the Servient Lots may construct or place any building, road, sign, or utility structures on or above the ground within the Easement Premises.
- b. On behalf of DCPOA, the owner, or occupant, of the Servient Lot(s) shall monitor all watercourses, drainage or flood control improvements to prevent use or uses, by consent or by trespass, of any activity or activities that would impair the function of the Easement Premises as a flood control feature, and in such regard, shall prevent the dumping or placing of soil or other substances or material as landfill, and will not dump or place, or allow the dumping or placing by others, of any refuse, debris, or obstruction in the Easement Premises.
- c. The owner, or occupant, of any of the Servient Lots shall not excavate, dredge or remove soil, loam, peat, gravel, soil, rock or sand in any manner to affect the surface grade within the Easement Premises.
- d. Within the Easement Premises, DCPOA shall have the right (but not the obligation) of ingress and egress, to enter and re-enter, to clear the Easement Premises of accumulation of silt and of trees and other vegetation that may tend to impair or impede the flood management function(s) of the Easement Premises.

4. TENEMENTS:

- a. This easement is for the benefit of, and is appurtenant to the private streets and rights of way in Deep Creek Plantation, owned, managed and maintained

by Deep Creek Plantation Owners Association, Inc. under and by virtue of the Adoption and Dedication of the subdivision plat of Deep Creek Plantation, recorded at Plat Book 7, page 239, public records of Nassau County, Florida, which is the dominant tenement.

- b. This easement is a burden upon, collectively and separately, each and both of Lot 61 and Lot 63, Deep Creek Plantation according to Plat Book 7, page 239, Nassau County, which Lot(s) is/are the servient tenement.
- c. All provisions of this easement shall attach to and run with the title of and to the Servient Lots, severally, and be binding upon the respective heirs, successors, assigns and tenants of each of the Servient Lots; and the benefits of this easement shall attach and inure to the successor or assign of DCPOA.

5. WARRANTIES OF TITLE: Developer warrants good title in and to the Servient Lot(s), subject only to the following exceptions:

- a. Mortgage, Florida Bank of Jacksonville to Farm Credit of North Florida, A.C.A. dated May 31, 2005 in the original principal amount of \$5,450,000.00 as recorded in Official Records Book 1321 page 145 and assigned in that certain Assignment of Mortgage in favor of Bank of North Florida dated February 28, 2007 recorded in Official Records Book 1483 page 1738 and amended and restated Mortgage and Security Agreement dated February 28, 2007 in the original principal amount of \$7,912,000.00 recorded in Official Records Book 1483 page 1740 and assigned in that certain Assignment of Note, Mortgage and other Loan Documents in favor of Florida Bank of Jacksonville dated January 25, 2008 recorded in Official Records Book 1553 page 1207 to be recorded in the Public Records of Nassau County, Florida.
- b. Taxes for calendar year 2010.

6. SURVIVAL: In the event the Declaration of Covenants, Restrictions and Easements may lapse as an encumbrance upon Deep Creek Plantation, whether by reason of the Florida Marketable Record Title Act and the passage of years, or otherwise, this instrument shall be deemed to be a grant of perpetual easement, separate and severable from the Covenants, Restrictions and Easements.

IN WITNESS WHEREOF this Indenture, as an easement and as Supplement No. 2 to Declaration of Covenants, Restrictions and Easements of Deep Creek Plantation, has been executed by Developer.

Signed and sealed in the presence of these witnesses:

_____ [sign]
 _____ [print]

_____ [sign]
 _____ [print]

Deep Creek Plantation Development Company, a Florida corporation

By: _____
 Lee D. Wedekind, Jr.
 Its: President

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this ___ day of _____, 2010 by Lee D. Wedekind, Jr., President of Deep Creek Plantation Development Company, by authority and on behalf thereof, and who is
 personally known to me or
 has produced as identification: _____.

[sign]

[print]
Notary Public, State of Florida
My Commission expires:

ACCEPTANCE:

The foregoing EASEMENT / Supplement No. 2 to DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS of DEEP CREEK PLANTATION is formally accepted for the record on _____, 2010, by:

Signed and sealed in the presence of these witnesses:

[sign]

[print]

[sign]

[print]

Deep Creek Plantation Development
Owners Association

By: _____
Its: President

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this ___ day of _____, 2010 by _____, President of Deep Creek Plantation Owners Association, by authority and on behalf thereof, and who is
 personally known to me or
 has produced as identification: _____.

[sign]

[print]
Notary Public, State of Florida
My Commission expires:

EXHIBIT A

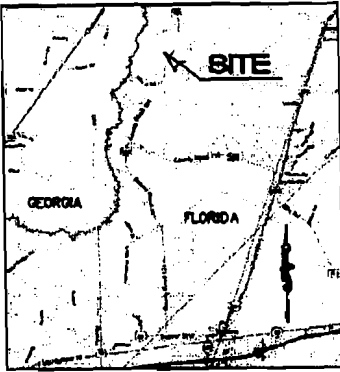
[map and/or description of Easement Premises]

EXHIBIT A
TO FLOOD CONTROL &
MANAGEMENT EASEMENT

MAP SHOWING SKETCH OF

STORMWATER MANAGEMENT EASEMENT - LOCATION MAP
(SEE SHEET 2 FOR DETAIL MAP AND SHEET 3 FOR LEGAL DESCRIPTION)

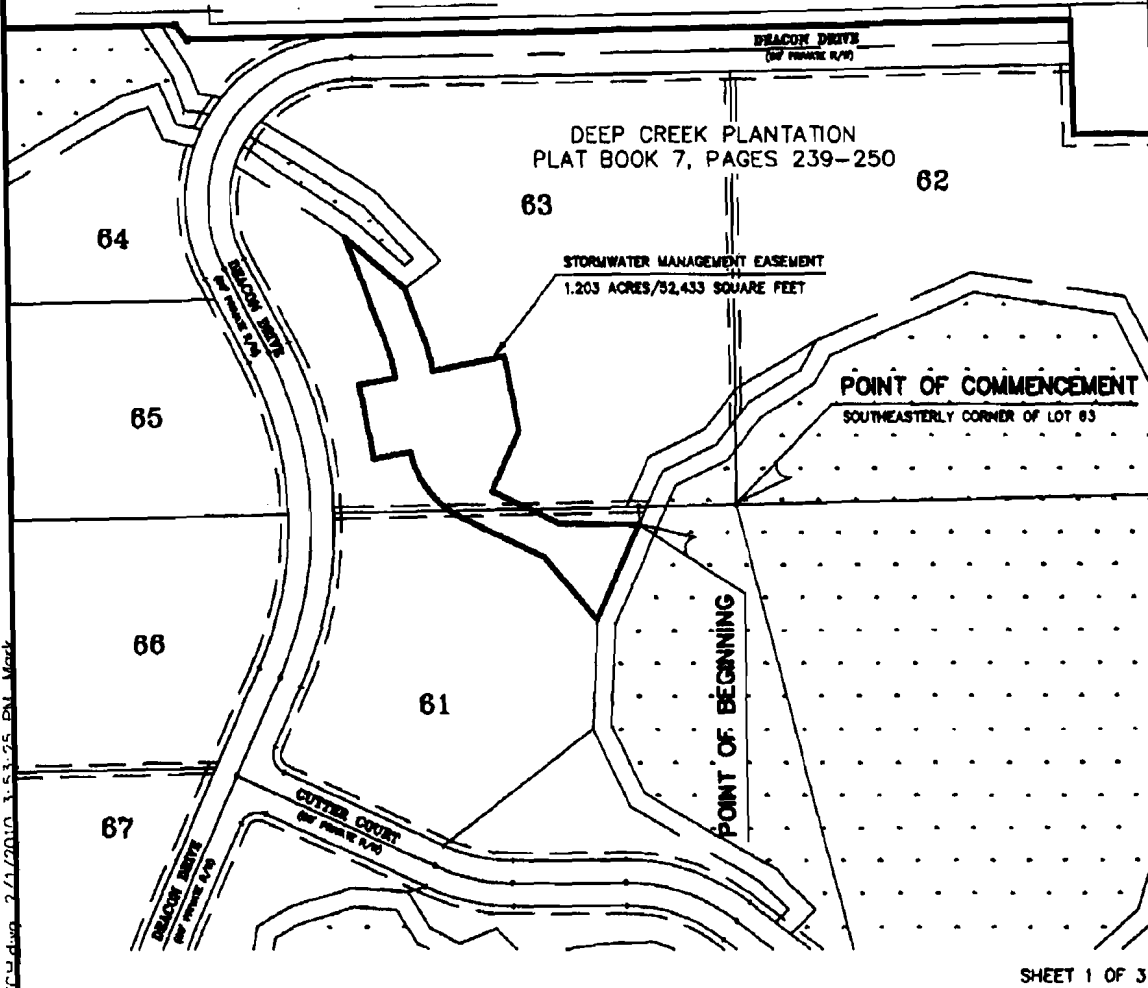
CERTIFIED TO:
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT



VICINITY MAP
NOT TO SCALE

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.



SHEET 1 OF 3

STANDARD NOTES:

NOTE: BEARING STRUCTURE BASED ON THE _____ PLAT BEARING OF S 88°46'32" W
ALONG THE SOUTH LINE OF LOT 63, DEEP CREEK PLANTATION, PLAT BOOK 7, PAGES 239-250.

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " X " AS SHOWN ON THE NATIONAL FLOOD
INSURANCE MAP DATED 5/04/88 FOR NASSAU COUNTY, COMMUNITY NO. 120170 PANEL NO. 0428 C

LANDMARK SURVEYORS, INC.

SURVEYING BUSINESS NUMBER 7779
5288 HIGHWAY AVENUE, JACKSONVILLE, FLORIDA 32254
(904) 384-7853 FAX 384-4685

CONSTRUCTION LAYOUT • AS BUILTS
SURVEYING AND MAPPING • GPS SERVICES

CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THE INFORMATION SHOWN HEREON WAS COMPILED
UNDER MY RESPONSIBLE CHARGE, AND, IN MY OPINION, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION SHOWN HEREON IS IN
COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 61G 17-6, FLORIDA AD-
MINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE OF SKETCH: 7-27-10

JOB # 2273.08
DWG NAME: 2273-08-SKETCH
F.R. N/A PR. N/A
FILE # NASSAU
SCALE 1" = 200'

THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

REVISION	DATE	DESCRIPTION

C. William Faust, III
CLYDE WILLIAM FAUST, III, LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 6600

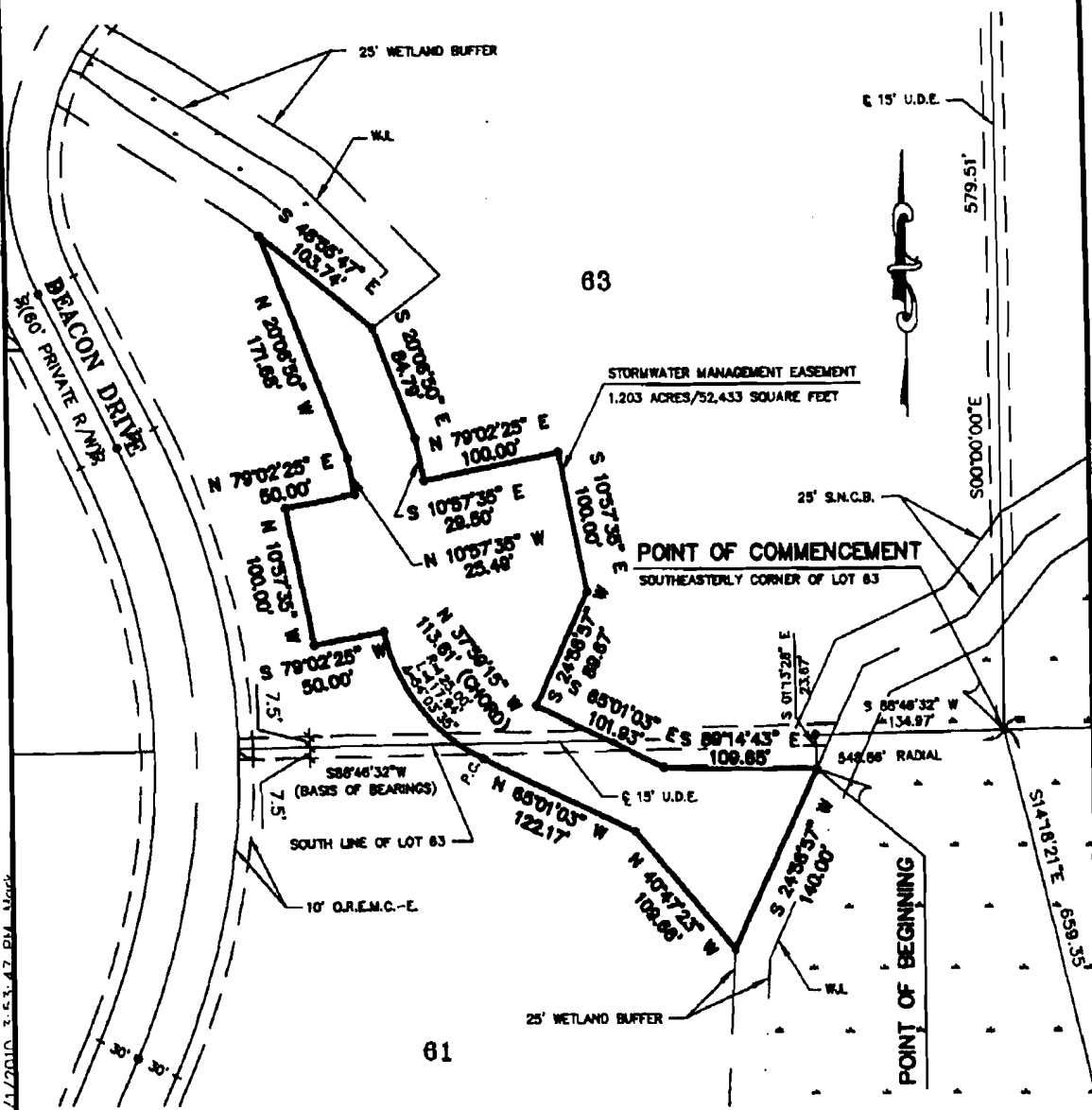
D:\2200\2200\2273.08\DWG\2273-08-SKETCH.dwg 7/27/2010 3:53:25 PM Mark

MAP SHOWING SKETCH OF

STORMWATER MANAGEMENT EASEMENT - DETAIL MAP
(SEE SHEET 1 FOR LOCATION MAP AND SHEET 3 FOR LEGAL DESCRIPTION)

CERTIFIED TO:
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

EXHIBIT A
TO FLOOD CONTROL &
MANAGEMENT EASEMENT



LEGEND:

- R = RADIUS
- L = LENGTH
- Δ = DELTA/CENTRAL ANGLE
- U.D.E. = UNDERGROUND DRAINAGE EASEMENT
- O.R.E.M.C.-E. = ORKENECKE RURAL ELECTRIC MEMBERSHIP UTILITY EASEMENT
- S.N.C.B. = SUPPLEMENTAL NASSAU COUNTY BUFFER
- W.L. = WETLAND JURISDICTIONAL LINE
- P.T. = POINT OF TANGENCY
- P.C. = POINT OF CURVATURE

SHEET 2 OF 3

STANDARD NOTES:

NOTE: BEARING STRUCTURE BASED ON THE _____ PLAT _____ BEARING OF S 88°48'32" W
ALONG THE SOUTH LINE OF LOT 63, DEEP CREEK PLANTATION, PLAT BOOK 7, PAGES 239-250.

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " X " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 5/04/88 FOR NASSAU COUNTY, COMMUNITY NO. 120170, PANEL NO. 0423 C

LANDMARK SURVEYORS, INC.

SURVEYING BUSINESS NUMBER 7775
5268 HIGHWAY AVENUE, JACKSONVILLE, FLORIDA 32254
(904) 384-7855 FAX 384-4865

CONSTRUCTION LAYOUT • AS BUILTS
SURVEYING AND MAPPING • GPS SERVICES

CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THE INFORMATION SHOWN HEREON WAS COMPILED UNDER MY RESPONSIBLE CHARGE, AND, IN MY OPINION, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION SHOWN HEREON IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 61G 17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE OF SKETCH: 1-27-10

JOB # 2273.08
DWG NAME 2273-08-SKETCH
F.R. N/A P.O. N/A
FILE # NASSAU
SCALE: 1" = 100'

THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

REVISION	DATE	DESCRIPTION

Clyde William Faust, III
CLYDE WILLIAM FAUST, III, LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 6800

2:\2200-2290A-2273-08-1.DWG 2/1/2010 3:53:47 PM Mark

MAP SHOWING SKETCH OF

STORMWATER MANAGEMENT EASEMENT - LEGAL DESCRIPTION
(SEE SHEET 1 FOR LOCATION MAP AND SHEET 2 FOR DETAIL MAP)

CERTIFIED TO:
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

EXHIBIT A
TO FLOOD CONTROL &
MANAGEMENT EASEMENT

STORMWATER MANAGEMENT EASEMENT

That certain piece, parcel or tract of land, lying in and being a part of Lots 61 and 63, Deep Creek Plantation, according to map as recorded in Plat Book 7, pages 239 through 250 of the public records of Nassau County, Florida, being more particularly described as follows:

Commence at the southeasterly corner of said Lot 63; thence South 88 degrees 46 minutes 32 seconds West, along the south line of said Lot 63, a distance of 134.97 feet; thence South 01 degree 13 minutes 28 seconds East, a distance of 23.67 feet to the POINT OF BEGINNING; thence South 24 degrees 58 minutes 57 seconds West, a distance of 140.00 feet; thence North 40 degrees 47 minutes 23 seconds West, a distance of 109.88 feet; thence North 65 degrees 01 minute 03 seconds West, a distance of 122.17 feet to a point of curvature of a curve to the right, said curve concave northeasterly and having a radius of 125.00 feet; thence along and around said curve, through a central angle of 54 degrees 03 minutes 35 seconds, an arc length of 117.94 feet, said arc subtended by a chord bearing and distance of North 37 degrees 59 minutes 15 seconds West, 113.61 feet, to a non-tangent point on said curve; thence South 79 degrees 02 minutes 25 seconds West, a distance of 50.00 feet; thence North 10 degrees 57 minutes 35 seconds East, a distance of 100.00 feet; thence North 79 degrees 02 minutes 25 seconds East, a distance of 50.00 feet; thence North 10 degrees 57 minutes 35 seconds West, a distance of 25.49 feet; thence North 20 degrees 06 minutes 50 seconds West, a distance of 171.68 feet; thence South 48 degrees 55 minutes 47 seconds East, a distance of 103.74 feet; thence South 20 degrees 06 minutes 50 seconds East, a distance of 84.79 feet; thence South 10 degrees 57 minutes 35 seconds East, a distance of 29.50 feet; thence North 79 degrees 02 minutes 25 seconds East, a distance of 100.00 feet; thence South 10 degrees 57 minutes 35 seconds East, a distance of 100.00 feet; thence South 24 degrees 58 minutes 57 seconds West, a distance of 89.67 feet; thence South 65 degrees 01 minute 03 seconds East, a distance of 101.93 feet; thence South 89 degrees 14 minutes 43 seconds East, a distance of 109.65 feet to the POINT OF BEGINNING, containing 1.203 acres (52,433 square feet) more or less.

SHEET 3 OF 3

STANDARD NOTES:

NOTE: BEARING STRUCTURE BASED ON THE _____ PLAT _____ BEARING OF _____ S 88°46'32" W
ALONG THE _____ SOUTH LINE OF LOT 63, DEEP CREEK PLANTATION, PLAT BOOK 7, PAGES 239-250.

BY GRAPHIC PLOTTING ONLY THE CAPTIONED LANDS LIE WITHIN FLOOD ZONE " X " AS SHOWN ON THE NATIONAL FLOOD INSURANCE MAP DATED 5/04/88 FOR NASSAU COUNTY, COMMUNITY NO. 120170, PANEL NO. 0425 C

	LANDMARK SURVEYORS, INC. SURVEYING BUSINESS NUMBER 7775 5268 HIGHWAY AVENUE, JACKSONVILLE, FLORIDA 32254 (904) 384-7855 FAX 384-4885	CONSTRUCTION LAYOUT • AS BUILT SURVEYING AND MAPPING • GPS SERVICES
	CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF FLORIDA, THAT THE INFORMATION SHOWN HEREON WAS COMPILED UNDER MY RESPONSIBLE CHARGE, AND, IN MY OPINION, AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION SHOWN HEREON IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 810 17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.	

JOB # 2273.08 Dwg NAME - 2273-08-SKETCH P.R. N/A Pa. N/A FILE # NASSAU SCALE 1" = 100'	THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	DATE OF SKETCH: 1-27-10 CLYDE WILLIAM FAUST, II, LAND SURVEYOR FLORIDA REGISTRATION NUMBER 8800
--	--	---

D:\2200\2273\2273-08-SKETCH.dwg 2/1/2010 3:54:06 PM Mack

**EXHIBIT C
TO AMENDMENT NO. 1
TRI-PARTY AGREEMENT**

This Instrument was prepared by:
JAMES L. SHROADS, attorney
914 Atlantic Avenue 2E
Fernandina Beach, FL 32034

RECORD AND RETURN TO:
JAMES L. SHROADS, attorney
914 Atlantic Avenue 2E
Fernandina Beach, FL 32034

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** provides record notice of an Agreement by and between DEEP CREEK PLANTATION DEVELOPMENT COMPANY, a Florida corporation (herein, "Developer"), whose address is 5345 Ortega Boulevard, Suite 7, Jacksonville, Florida 32210, and NASSAU COUNTY, FLORIDA ("County"), whose address for purposes of this notice is 96135 Nassau Place, Yulee, Florida 32097, and the voluntary encumbrance by Developer in such Agreement of the following real property, referred to herein as the "Lots":

Lot 61, Lot 62, Lot 63 and Lot 64, all lying in and being a part of, and more particularly identified in and by, the plat of DEEP CREEK PLANTATION, a subdivision according to the plat thereof as recorded at Plat Book 7, pages 239-250, public records of Nassau County, Florida.

Pursuant to the terms of a written Agreement, Developer, and the Lender to Developer, have agreed with County that the Lots "may not be sold without written approval of the County. Said approval will be granted upon demonstration to the County's satisfaction that there is adequate and proper access to said properties. Lender consents to said restriction on sale of said lots, notwithstanding any mortgage interest it may have therein. DCPOA and Developer agree to reconstruct the portion of the roadway segment of Deacon Drive lying northerly of its intersection with Cutter Court to provide stormwater drainage structures beneath the roadway," and when the roadway and stormwater drainage structures beneath the roadway that were damaged in Tropical Storm Fay (August 2008) have been rebuilt, completed, inspected by County and approved for use, County will agree to release the encumbrance and terminate this record notice of such encumbrance.

IN WITNESS WHEREOF, this Memorandum of Agreement has been executed and filed by Developer to provide record notice of the restrictions and encumbrance upon the Lots.

Signed and sealed in the presence of these witnesses:

DEEP CREEK PLANTATION
DEVELOPMENT COMPANY

[sign]

[print]

[sign]

[print]

By: _____
Lee D. Wedekind, Jr.
Its: President

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this ___ day of _____, 2010 by Lee D. Wedekind, Jr., President of Deep Creek Plantation Development Company, who is
 personally known to me or
 has produced as identification: _____.

[sign]

[print]
Notary Public, State of Florida
My Commission expires: