

INSTR # 201124558, Book 1759, Page 1757
Pages 4
Doc Type REL, Recorded 10/12/2011 at 03:44 PM,
John A Crawford, Nassau County Clerk of Circuit Court
Rec. Fee \$35.50
#1

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2011 OCT 14 AM 10: 27

COUNTY ATTORNEY

THIS INSTRUMENT PREPARED BY:
JEFFREY R. DOLLINGER, ESQUIRE
SCRUGGS & CARMICHAEL, P.A.
ONE SE FIRST AVENUE
GAINESVILLE, FLORIDA 32601
TELEPHONE (352) 376-5242
FACSIMILE (352) 375-0690

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT is executed and delivered on the date signed below, between

AMELIA ISLAND COMPANY, a Delaware Corporation,
by and through J. MICHAEL WEATHERS, Liquidating Trustee, duly
appointed in *In re: Amelia Island Company, Case No. 09-bk-9601 filed in the*
United States Bankruptcy Court, Middle District of Florida, Jacksonville Division

as GRANTOR, and

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA
96135 Nassau Place, Suite 1, Yulee, Florida 3209

as GRANTEE, and

WITNESSED, that the GRANTOR, for and in consideration of the payment of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has released, remised, quit claimed, and conveyed, to the said GRANTEE and GRANTEE'S successors in interest, transferees, and assigns forever, any and all interest of said GRANTOR in and to the following described land, situate, lying, and being in **NASSAU County, Florida, described on Exhibit "A" attached hereto.**

Said parcel known as Tax Parcel Identification #01-6N-29-AICO-0013-0000.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise pertaining.

AND the GRANTOR has executed and delivered this instrument to release, remise, quit claim, and convey to the said GRANTEE, any interest of GRANTOR in said land arising from or under either or both of the following two recorded instruments: (1) *Agreement for Conveyance in Real Property for Economic Development* recorded on 08/15/2008 as Instrument # 200822134 in

Official Records Book 661, at Page 5 of the Official Records of Nassau County, Florida; and
(2) *Perpetual Easement Agreement* recorded on 11/04/2008 as Instrument # 200829081 in Official
Records Book 1591, at Page 1731 of the Official Records of Nassau County, Florida.

AND the GRANTOR does covenant that it is in sole and exclusive possession of said land, and
that GRANTOR has good, right and lawful authority to execute and deliver this instrument for the
purposes stated herein.

IN WITNESS WHEREOF, the GRANTOR, by and through its authorized representative, has
hereunto set its hand and seal this day and year.

[*Signature, Witnesses, and Notary on Following Pages*]

SIGNED, SEALED, AND DELIVERED
IN OUR PRESENCE:

AMELIA ISLAND COMPANY,
a Delaware Corporation, by and through
J. MICHAEL WEATHERS, Liquidating
Trustee, *In re: Amelia Island Company,*
Case No. 09-bk-9601 filed in the United
States Bankruptcy Court, Middle District
of Florida, Jacksonville Division

Michael D. Langford
witness:
print name: Michael D. Langford

J. Michael Weathers
J. Michael Weathers, Liquidating Trustee

Debbie H. Smith
witness:
print name: DEBBIE H. SMITH

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me on this 26th day of September 2011, by J. MICHAEL WEATHERS, Liquidating Trustee, *In re: Amelia Island Company, Case No. 09-bk-9601 filed in the United States Bankruptcy Court, Middle District of Florida, Jacksonville Division*, who () is personally known and who () did present a valid Driver's License as identification.

Taddy Vaughan
name:
Notary Public - State of Georgia
My Commission Expires: 3-12-12



EXHIBIT "A"

A part of Tract One (1), MARSH CREEK VILLAGE, UNIT ONE (1), Plat Book 4, pages 18 and 19 of the public records of Nassau County, Florida, more particularly described as follows:

Commence at the Southeasterly corner of said Tract One (1), said Southeasterly corner lying in the Southwesterly right of way line of State Road No. 105, (A1A); thence North Nineteen (19) degrees, Thirty-three (33) minutes, Ten (10) seconds West along said Southwesterly right of way line, Two Thousand Two Hundred Thirty-nine and Sixty-three Hundredths (2239.63) feet to the point of beginning; thence continue North Nineteen (19) degrees, Thirty-three (33) minutes, Ten (10) seconds West along said Southwesterly right of way line, Five Hundred Eighty-nine and Ninety-five Hundredths (589.95) feet to the Northeasterly corner of said Tract One (1); thence South Seventy (70) degrees, Twenty-six (26) minutes, Fifty (50) seconds West, One Hundred Thirty-five (135.0) feet to the point of curve of a curve to the left, said curve having a radius of Twenty-five (25.0) feet; thence along and around said curve an arc distance of Thirty-nine and Twenty-seven Hundredths (39.27) feet to the point of tangency of said curve; thence South Nineteen (19) degrees, Thirty-three (33) minutes, Ten (10) seconds East, Ten and Ninety-six Hundredths (10.96) feet to the point of curve of a curve to the right, said curve having a radius of Two Hundred Fifty-five (255.0) feet; thence along and around said curve an arc distance of Fifty-seven and Seventy-one Hundredths (57.71) feet to the point of tangency of said curve; thence South Six (06) degrees, Thirty-five (35) minutes, Seven (07) seconds East, Fourteen and Thirty-six Hundredths (14.36) feet to the point of curve of a curve to the left, said curve having a radius of One Hundred Twenty (120.0) feet; thence along and around said curve an arc distance of Sixty-two and Sixty-six Hundredths (62.66) feet to the point of tangency of said curve; thence South Thirty-six (36) degrees, Thirty (30) minutes, Zero (00) seconds East, Twenty-one and Thirty Hundredths (21.30) feet to the point of curve of a curve to the right, said curve having a radius of One Hundred Thirty (130.0) feet; thence along and around said curve an arc distance of Ninety-eight and Ten Hundredths (98.10) feet to the point of tangency of said curve; thence South Six (06) degrees, Forty-four (44) minutes, Zero (00) seconds West, Forty-four and Thirty-two Hundredths (44.32) feet to the point of curve of a curve to the left, said curve having a radius of Three Hundred Seventy (370.0) feet; thence along and around said curve an arc distance of Forty-four and Forty-four Hundredths (44.44) feet to the point of tangency of said curve; thence South Zero (00) degrees, Eight (08) minutes, Fifty-six (56) seconds East, Seventy and Eighty-three Hundredths (70.83) feet; thence South Eighty-seven (87) degrees, Fifty (50) minutes, Fifty-two (52) seconds East, Twenty-five and Twenty-one Hundredths (25.21) feet; thence South Two (02) degrees, Twenty-seven (27) minutes, Forty-one (41) seconds East, One Hundred Thirty and Forty-six Hundredths (130.46) feet; thence North Eighty-two (82) degrees, Twenty-eight (28) minutes, Forty-eight (48) seconds East, One Hundred Fifty and Thirty-six Hundredths (150.36) feet; thence North Sixty-five (65) degrees, Fifty-one (51) minutes, Thirty-four (34) seconds East, Ninety-seven and Seventy-four Hundredths (97.74) feet to the point of beginning.

Being the same parcel of real property described in: (1) *Agreement for Conveyance in Real Property for Economic Development* recorded on 08/15/2008 as Instrument # 200822134 in Official Records Book 661, at Page 5 of the Official Records of Nassau County, Florida; and (2) *Perpetual Easement Agreement* recorded on 11/04/2008 as Instrument # 200829081 in Official Records Book 1591, at Page 1731 of the Official Records of Nassau County, Florida.

10

Prepared by and record and return to:
Michael S. Mullin, Esq.
Rogers Towers, P.A.
960185 Gateway Boulevard, Suite 203
Amelia Island, FL 32034

PERPETUAL EASEMENT AGREEMENT

This Perpetual Easement Agreement (this "Easement") is made this 8th day of October, 2008, by **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, ("Grantor"), a Florida corporation whose address is 96160 Nassau Place, Yulee, FL 32097, to **AMELIA ISLAND COMPANY** ("Grantee"), whose address is Post Office Box 3000, Fernandina Beach, FL 32035-3000.

RECITALS:

- A. Grantee is undertaking a project know as the "Links Lodge", and desires to acquire this Perpetual Easement in connection with the Project.
- B. Grantee intends to construct the Links Lodge and has executed an Agreement with Grantor, a copy of which is attached as Exhibit "B".
- C. Grantor owns the property set forth in the attached Exhibit "A".
- D. Grantor is willing to grant to Grantee this easement, provided that the Grantee agrees to strictly comply with the terms and conditions hereof and those set forth in Exhibit "B".

NOW, THEREFORE, in consideration of ten and no/100 dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a perpetual, exclusive easement over the property described in the attached Exhibit "A". Grantor hereby grants to Grantee a perpetual, exclusive easement over the property for the construction, maintenance and repair of drainage facilities (if any) associated with a parking facility and for construction, maintenance, and repair of a vehicle parking structure and other facilities in support of the parking structure and in support of the hotel's development and operation, including, but not limited to, drainage facilities, tire protection, electrical equipment, grounds maintenance, etc.

2. Grantee's Access to Easement Parcel. Grantee, its employees and agents shall have the right of ingress and egress to the Easement Parcel, together also with the rights, privileges and appurtenances in and to said Easement Parcel which may be required for the enjoyment of the rights herein granted.

3. Grantor Reservations. Grantor reserves the right to access the Easement Parcel for the County-owned utility known as Nassau Amelia Utilities in order to repair or maintain Nassau Amelia Utilities structures or equipment located on the parcel or to access equipment on any adjacent parcel. Grantor's right to use the easement parcel shall not include any use that is materially incompatible with the Grantee's easement granted hereby.

4. Grantee's Responsibilities. Grantee shall be responsible to, at its sole cost and expense, obtain and comply with any and all permits, licenses or other governmental requirements and approvals needed for the construction and operation of the Improvements, or the use, operation, repair or maintenance of the parcel.

5. Economic Development Agreement. The provisions of Exhibit "B" are incorporated herein.

6. Successors and Assigns. This benefits and burdens of this Easement shall bind the parties' successors and assigns.

7. Indemnification by Grantee. The Grantee hereby agrees to defend, indemnify and hold harmless the Grantor from and against any and all penalties, loss, cost or damage, costs of investigation, and reasonable attorneys fees and costs for which Grantor may ever hereafter be liable as a result of or in any way connected with (a) the construction, use, operation, repair or maintenance of any of the Improvements, or (b) any failure on the part of Grantee to comply with the terms and conditions of this Perpetual Easement.

8. Enforcement; Attorney's Fees. In the event of any default under this Perpetual Easement, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of his costs a reasonable attorney's fee, together with such other costs and expenses as the court deems appropriate.

9. Entire Agreement; Amendment. The parties hereto agree that the entire agreement between the parties with respect to the Easement Parcels is set forth in this instrument. This instrument may be amended only by an instrument in writing and signed by the Grantee and the persons who are the then owners of the fee simple title to the Golf Course and the holder of any first priority lien on the Golf Course.

10. Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver

shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed and delivered by its duly appointed officer, the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

ATTEST AS TO CHAIR'S
SIGNATURE:

[Signature]
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

[Signature]
MARIANNE MARSHALL
Its: Chair

Approved as to form by the
Nassau County Attorney

[Signature]
DAVID A. HALLMAN

AMELIA ISLAND COMPANY,
A Florida Corporation.

By: [Signature]
Name: FRANK R. HEALAN, JR.
Title: PRESIDENT

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 8th day of Oct, 2008, by MARIANNE MARSHALL, the Chairman of Board of County Commissioners. MARIANNE MARSHALL is personally known to me or who has produced as identification.

[Signature]
Notary Public, State of Florida
Name: KAREN J. LOCKETT



KAREN J. LOCKETT
Notary Public, State of Florida
My Comm. Expires Sept. 27, 2010
Comm. No. DD 599781

My Commission Expires Sept 27, 2010
My Commission Number is: DD 599781

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 20th day of October, 2008, by JACK B. HEALAN, JR., the President of Amelia Island Company, a Florida corporation, on behalf of the corporation. JACK B. HEALAN, JR., is personally known to me or who has produced as identification.

Jana H. Williams
Notary Public, State of Florida
Name: Jana H. Williams

My Commission Expires 10/30/10
My Commission Number is: DD531919

JAX\1260639_1



EXHIBIT "A"

ACR 301 AC 88

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 Southwestly right-of-way line of State Road No. 105 (A1A); thence North 19 degrees 33 minutes 10 seconds West, along said Southwestly right-of-way line 2239.62 feet to the point of beginning; thence continue North 19 degrees 33 minutes 10 seconds West, along said Southwestly right-of-way line 889.95 feet to the Northeastly corner of said Tract 1; thence South 70 degrees 28 minutes 50 seconds East, 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 89.27 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 87.71 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 88.10 feet to the point of tangency of said curve; thence South 06 degrees 44 minutes 00 seconds West, 44.37 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 37 degrees 50 minutes 57 seconds East, 28.21 feet; thence South 04 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, 87.74 feet to the Point of Beginning, containing 2.55 acres more or less.

835932

FILED AND RECORDED
IN OFFICE

2008 JUNE 23 2 14

NASSAU COUNTY, FLA
DEPT OF COUNTY CLERK
COR. WAREHOUSING BLDG.

EXHIBIT "B"

Contract No: GN08-123
Bid No: NC08-012

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, 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 # 200829081 OR Book 1591, Page 661, Pages 5,
John A Crawford, Nassau County Clerk of Circuit Court
Rec. Fee \$44.00
#1

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COINTEGRATED BORN EY

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.

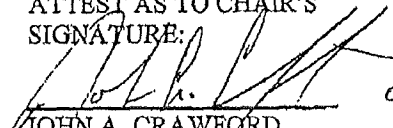
7. Amendments.

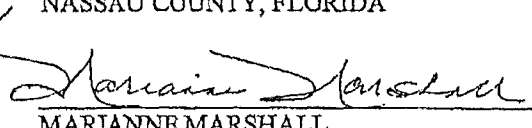
Amendments to the Agreement shall not be effective unless in writing, and approved by both the County and the Purchaser.

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.

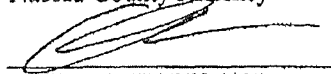
ATTEST AS TO CHAIR'S SIGNATURE:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

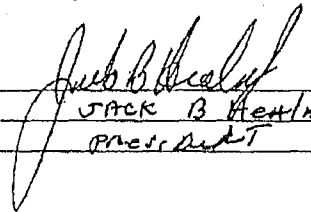

JOHN A. CRAWFORD
Its: Ex-Officio Clerk *8/1/02*


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. HELM, JR.
Title: Pres. AIT

JAX\1241339_1

EXHIBIT "A"

301 33

EXHIBIT "B-2" TO EASEMENT AGREEMENT
("2.65 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 Southwestly right-of-way line of State Road No. 104 (A1A); thence North 19 degrees 33 minutes 10 seconds West, along said Southwestly right-of-way line 2239.61 feet to the Point of Beginning; thence continue North 19 degrees 33 minutes 10 seconds West, along said Southwestly right-of-way line 599.93 feet to the Northeastly corner of said Tract 1; thence South 70 degrees 28 minutes 50 seconds East, 133 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 39.37 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 285 feet; thence along and around said curve an arc distance of 87.71 feet to the point of tangency of said curve; thence South 05 degrees 33 minutes 07 seconds East, 14.35 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 62.55 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 84.10 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 48.44 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 23 minutes 48 seconds East, 150.36 feet; thence North 65 degrees 51 minutes 34 seconds East, 87.74 feet to the Point of Beginning, containing 2.65 acres more or less.

838932

FILED AND RECORDED
IN OFFICE

2008 JUN 23 AM 21 15

NASSAU COUNTY, FLA
CLERK IN CHIEF'S OFFICE
J. S. SHELTON, III

Contract No: CN08-123
Bid No: NC08-012

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:

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.

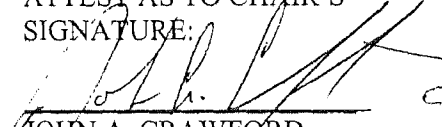
7. Amendments.

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 *8/1/08*



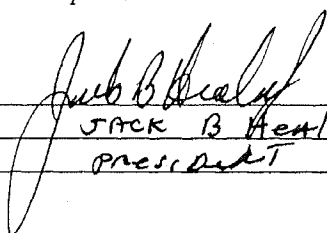
MARIANNE MARSHALL
Its: Chair

Approved as to form by the
Nassau County Attorney



DAVID A. HALLMAN

AMELIA ISLAND COMPANY,
a Florida Corporation.

By: 
Name: JACK B Healm, Jr
Title: president

JAX\1241339_1

EXHIBIT "A"

BOOK 391 PAGE 35

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 Southeasterly corner of said Tract 1, said Southeasterly 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 2 14

NASSAU COUNTY, FLA.
CLERK CIRCUIT COURT
J. BREERAN - REC.

INSTR # 201201037, Book 1773, Page 276
Pages 4
Doc Type REL, Recorded 01/09/2012 at 03:29 PM,
John A Crawford, Nassau County Clerk of Circuit Court
Rec. Fee \$35.50
#1

THIS INSTRUMENT PREPARED BY:
JEFFREY R. DOLLINGER, ESQUIRE
SCRUGGS & CARMICHAEL, P.A.
ONE SE FIRST AVENUE
GAINESVILLE, FLORIDA 32601
TELEPHONE (352) 376-5242
FACSIMILE (352) 375-0690

CORRECTED RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT is executed and delivered on the date signed below, between

AMELIA ISLAND COMPANY, a Delaware Corporation,
by and through J. MICHAEL WEATHERS, Liquidating Trustee, duly
appointed in *In re: Amelia Island Company, Case No. 09-bk-9601* filed in the
United States Bankruptcy Court, Middle District of Florida, Jacksonville Division

as GRANTOR, and

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA
96135 Nassau Place, Suite 1, Yulee, Florida 3209

as GRANTEE, and

WITNESSED, that the GRANTOR, for and in consideration of the payment of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has released, remised, quit claimed, and conveyed, to the said GRANTEE and GRANTEE'S successors in interest, transferees, and assigns forever, any and all interest of said GRANTOR in and to the following described land, situate, lying, and being in **NASSAU County, Florida, described on Exhibit "A" attached hereto.**

Said parcel known as Tax Parcel Identification #01-6N-29-AICO-0013-0000.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise pertaining.

AND the GRANTOR has executed and delivered this instrument to release, remise, quit claim, and convey to the said GRANTEE, any interest of GRANTOR in said land arising from or under either or both of the following two recorded instruments: (1) *Agreement for Conveyance in Real Property for Economic Development* recorded on 08/15/2008 as Instrument # 200822134 in

Official Records Book 1581, at Page 661 of the Official Records of Nassau County, Florida; and (2) *Perpetual Easement Agreement* recorded on 11/04/2008 as Instrument # 200829081 in Official Records Book 1591, at Page 1731 of the Official Records of Nassau County, Florida.

AND the GRANTOR does covenant that it is in sole and exclusive possession of said land, and that GRANTOR has good, right and lawful authority to execute and deliver this instrument for the purposes stated herein.

IN WITNESS WHEREOF, the GRANTOR, by and through its authorized representative, has hereunto set its hand and seal this day and year.

[*Signature, Witnesses, and Notary on Following Pages*]

SIGNED, SEALED, AND DELIVERED
IN OUR PRESENCE:

AMELIA ISLAND COMPANY,
a Delaware Corporation, by and through
J. MICHAEL WEATHERS, Liquidating
Trustee, *In re: Amelia Island Company,*
Case No. 09-bk-9601 filed in the United
States Bankruptcy Court, Middle District of
Florida, Jacksonville Division

Jessica Mueller
witness:
print name: Jessica Mueller

J. Michael Weathers
J. Michael Weathers, Liquidating Trustee

Danielle Zegers
witness:
print name: Danielle Zegers

STATE OF Georgia
COUNTY OF Cobb

The foregoing instrument was acknowledged before me on this 9 day of
December, 2011, by J. MICHAEL WEATHERS, Liquidating Trustee, *In re: Amelia*
Island Company, Case No. 09-bk-9601 filed in the United States Bankruptcy Court, Middle
District of Florida, Jacksonville Division, who () is personally known and who (X) did present
a valid Driver's License as identification.

Mary Ann Bucari
name: Mary Ann Bucari
Notary Public - State of Georgia
My Commission Expires: 9/11/2013



EXHIBIT "A"

A part of Tract One (1), MARSH CREEK VILLAGE, UNIT ONE (1), Plat Book 4, pages 18 and 19 of the public records of Nassau County, Florida, more particularly described as follows:

Commence at the Southeasterly corner of said Tract One (1), said Southeasterly corner lying in the Southwesterly right of way line of State Road No. 105, (A1A); thence North Nineteen (19) degrees, Thirty-three (33) minutes, Ten (10) seconds West along said Southwesterly right of way line, Two Thousand Two Hundred Thirty-nine and Sixty-three Hundredths (2239.63) feet to the point of beginning; thence continue North Nineteen (19) degrees, Thirty-three (33) minutes, Ten (10) seconds West along said Southwesterly right of way line, Five Hundred Eighty-nine and Ninety-five Hundredths (589.95) feet to the Northeasterly corner of said Tract One (1); thence South Seventy (70) degrees, Twenty-six (26) minutes, Fifty (50) seconds West, One Hundred Thirty-five (135.0) feet to the point of curve of a curve to the left, said curve having a radius of Twenty-five (25.0) feet; thence along and around said curve an arc distance of Thirty-nine and Twenty-seven Hundredths (39.27) feet to the point of tangency of said curve; thence South Nineteen (19) degrees, Thirty-three (33) minutes, Ten (10) seconds East, Ten and Ninety-six Hundredths (10.96) feet to the point of curve of a curve to the right, said curve having a radius of Two Hundred Fifty-five (255.0) feet; thence along and around said curve an arc distance of Fifty-seven and Seventy-one Hundredths feet to the point of tangency of said curve; thence South Six (06) degrees, Thirty-five (35) minutes, Seven (07) seconds East, Fourteen and Thirty-six Hundredths (14.36) feet to the point of curve of a curve to the left, said curve having a radius of One Hundred Twenty (120.0) feet; thence along and around said curve an arc distance of Sixty-two and Sixty-six Hundredths (62.66) feet to the point of tangency of said curve; thence South Thirty-six (36) degrees, Thirty (30) minutes, Zero (00) seconds East, Twenty-one and Thirty Hundredths (21.30) feet to the point of curve of a curve to the right, said curve having a radius of One Hundred Thirty (130.0) feet; thence along and around said curve an arc distance of Ninety-eight and Ten Hundredths (98.10) feet to the point of tangency of said curve; thence South Six (06) degrees, Forty-four (44) minutes, Zero (00) seconds West, Forty-four and Thirty-two Hundredths (44.32) feet to the point of curve of a curve to the left, said curve having a radius of Three Hundred Seventy (370.0) feet; thence along and around said curve an arc distance of Forty-four and Forty-four Hundredths (44.44) feet to the point of tangency of said curve; thence South Zero (00) degrees, Eight (08) minutes, Fifty-six (56) seconds East, Seventy and Eighty-three Hundredths (70.83) feet; thence South Eighty-seven (87) degrees, Fifty (50) minutes, Fifty-two (52) seconds East, Twenty-five and Twenty-one Hundredths (25.21) feet; thence South Two (02) degrees, Twenty-seven (27) minutes, Forty-one (41) seconds East, One Hundred Thirty and Forty-six Hundredths (130.46) feet; thence North Eighty-two (82) degrees, Twenty-eight (28) minutes, Forty-eight (48) seconds East, One Hundred Fifty and Thirty-six Hundredths (150.36) feet; thence North Sixty-five (65) degrees, Fifty-one (51) minutes, Thirty-four (34) seconds East, Ninety-seven and Seventy-four Hundredths (97.74) feet to the point of beginning.

Being the same parcel of real property described in: (1) *Agreement for Conveyance in Real Property for Economic Development* recorded on 08/15/2008 as Instrument # 200822134 in Official Records Book 1581, at Page 661 of the Official Records of Nassau County, Florida; and (2) *Perpetual Easement Agreement* recorded on 11/04/2008 as Instrument # 200829081 in Official Records Book 1591, at Page 1731 of the Official Records of Nassau County, Florida.

This is a corrected Release of Easement related to the Agreement for Conveyance for Economic Development related to the "Links Lodge" project.

This corrected Release corrects a typographic error of the Release recorded at OR 1759, pg 1757

Please keep all the paperwork together.

Thanks