

**GRANT OF EASEMENT AND  
PERPETUAL MAINTENANCE AGREEMENT**

THIS EASEMENT AGREEMENT (this "Agreement") is dated this 25th day of March, 2013, by and between **AMELIATEL LP, a Delaware limited partnership**, hereinafter referred to as "Grantor", and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County".

**WHEREAS** Grantor is the owner of certain lands more fully described in Exhibit "A" attached hereto (the "Subject Property"); and

**WHEREAS** Grantor desires to convey to the County a 30 foot wide Easement for construction of a Multi Use Path, which easement area is more particularly described in Exhibit "B" attached hereto (the "Easement Area"); and

**WHEREAS** the Easement Area is to accommodate the Multi Use Path on the Subject Property and an existing prescriptive interest in said lands pursuant thereto; and

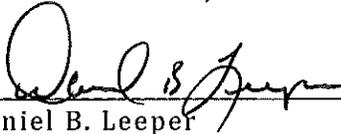
**WHEREAS** the County shall construct the necessary improvements on The Easement Area to accommodate the Multi Use Path including minimizing the removal of any trees in the Easement Area.

**FOR and IN CONSIDERATION** of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

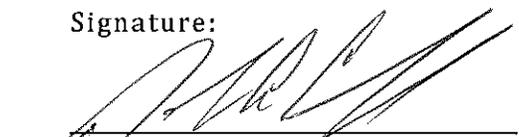
1. Grantor hereby dedicates to the County for public use a non-exclusive perpetual easement in, over, under, upon, and through the Easement Area fully described in Exhibit "B" attached hereto.
2. The County shall, at its sole cost and expense, install and maintain all necessary improvements lying within the Easement Area. Except in emergency circumstances, the County shall enter upon the Easement Area during normal business hours, for maintenance purposes, and shall make commercially reasonable efforts to provide prior notice to the General Manager of the hotel located on the Subject Property and coordinate the timing and performance of any work contemplated by this Agreement in a manner intended to minimize any interference with Grantor's use and operation of the Subject Property.
3. In the event any maintenance performed by the County, modifies, damages or disturbs the surface of the Easement Area, the County will make reasonable repairs to restore the surface area.
4. To the extent permitted by law, County shall be responsible for and shall indemnify Grantor with respect to the acts and omissions of its contractors, agents and employees in connection with the exercise of the easement rights granted herein, including any claims resulting from or arising out of any such acts or omissions. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the County's sovereign immunity protections, or as increasing the limits of liability in Section 768.28, Florida Statutes, as the same may be amended from time to time.

5. This Agreement shall run with title to the Subject Property and shall be binding on the Grantor's successors, assigns, and heirs. This Agreement shall inure to the benefit of the County, its successors and assigns.
6. This Agreement shall be recorded in the public records of Nassau County, Florida.
7. This Agreement is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in Nassau County, Florida.
8. Termination for Convenience. Both parties reserve the right to terminate this Agreement in whole or part by giving the other party written notice at least six (6) months prior to the effective date of the termination. Upon receipt of termination from either party, the County shall cause the improvements constructed in the easement to be removed.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

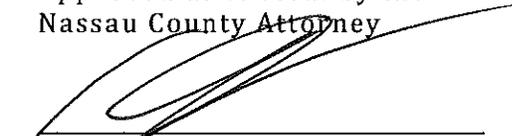
  
Daniel B. Leeper  
Its: Chairman

Attest as to Chair's  
Signature:

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

MES  
03/26/13

Approved as to form by the  
Nassau County Attorney

  
DAVID A. HALLMAN

"GRANTOR"

AMELIATEL LP, a Delaware  
limited partnership

By: HMC Amelia II LLC, its  
General Partner

By: Larry K. Harvey  
Name: Larry K. Harvey  
Title: President

STATE OF Maryland  
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day  
of March, 2013, by Larry K. Harvey, who is personally known to me  
or who has produced president as identification and who did take  
an oath.

Tracy Lawrence Halsey  
Tracy Lawrence Halsey

NOTARY PUBLIC

State of Maryland at Large

My Commission Expires: July 19, 2014



TRACY LAWRENCE HALSEY  
Notary Public, State of Maryland  
County of Montgomery  
My Commission Expires July 19, 2014

# MANZIE & DRAKE LAND SURVEYING



## LEGAL DESCRIPTION

PREPARED FOR NASSAU COUNTY ENGINEERING SERVICES

NOVEMBER 21, 2012

A PARCEL OF LAND SITUATE IN SECTION 18, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ALSO KNOWN AS BEING A PORTION OF PARCEL "B" DESCRIBED IN OFFICIAL RECORDS BOOK 820, PAGES 433-443, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF MARY STREET (A 60 FOOT RIGHT-OF-WAY) AND THE SOUTHERLY RIGHT-OF-WAY LINE OF JULIA STREET (A 60 FOOT RIGHT-OF-WAY); THENCE SOUTH 88°48'50" WEST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID JULIA STREET, A DISTANCE OF 294.26 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL "B" AND THE **POINT OF BEGINNING**; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID JULIA STREET THE FOLLOWING THREE COURSES: (1) SOUTH 88°48'50" WEST A DISTANCE OF 272.59 FEET; (2) SOUTH 64°38'20" WEST A DISTANCE OF 138.72 FEET; (3) SOUTH 88°33'24" WEST A DISTANCE OF 29.84 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "B"; THENCE SOUTH 01°11'10" EAST, ALONG THE WEST LINE OF SAID PARCEL "B", A DISTANCE OF 15.00 FEET; THENCE ALONG A LINE 15 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID JULIA STREET THE FOLLOWING THREE COURSES: (1) NORTH 88°33'24" EAST A DISTANCE OF 33.08 FEET; (2) NORTH 64°38'20" EAST A DISTANCE OF 138.69 FEET; (3) NORTH 88°48'50" EAST A DISTANCE OF 269.38 FEET TO THE EASTERLY LINE OF SAID PARCEL "B"; THENCE NORTH 01°11'10" WEST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

A handwritten signature in cursive script, appearing to read "Michael A. Manzie".

MICHAEL A. MANZIE, P.L.S.

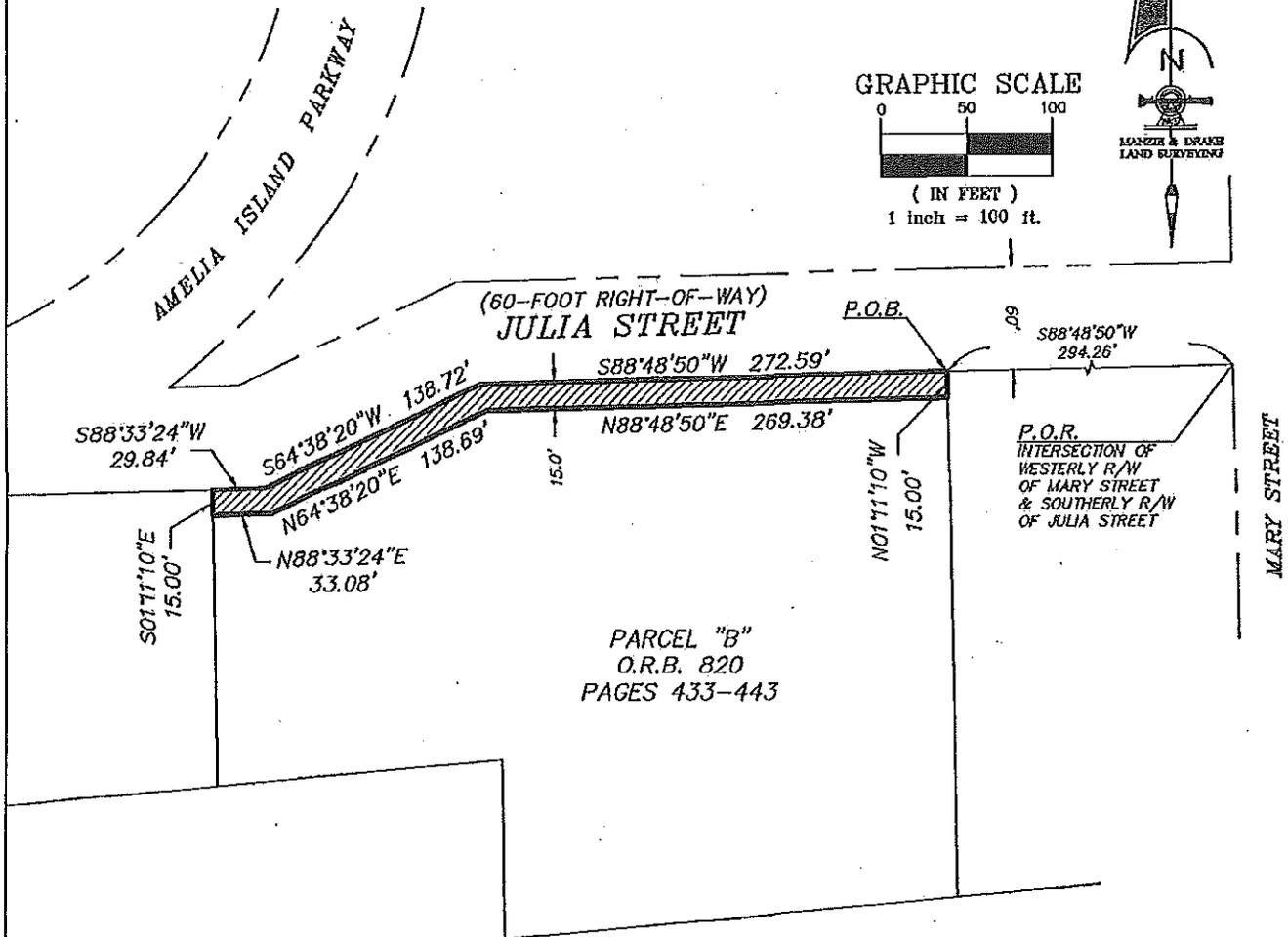
FLORIDA REGISTRATION NO. 4069

JOB NO. 14335

# MANZIE & DRAKE LAND SURVEYING

## SKETCH OF LEGAL DESCRIPTION

(LEGAL DESCRIPTION ATTACHED)  
(THIS IS NOT A BOUNDARY SURVEY)



BY: Michael A. Manzie  
MICHAEL A. MANZIE, PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA REGISTRATION NO. 4069  
JOB NO. 14335

### LEGEND

O.R.B. = OFFICIAL RECORDS BOOK  
P.O.B. = POINT OF BEGINNING  
P.O.R. = POINT OF REFERENCE  
R/W = RIGHT-OF-WAY  
P.I.N. = PARCEL IDENTIFICATION NUMBER

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WWW.MANZIEANDDRAKE.COM