

**THIS INSTRUMENT PREPARED BY  
AND, AFTER RECORDING, RETURN TO:**

Tirso M. Carreja, Jr, Esq.:  
Shutts & Bowen LLP  
4301 W. Boy Scout Boulevard  
Suite 300  
Tampa, Florida 33607

**NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT**  
**(Site Name/Id: Omni Hotel Amelia Island/102512)**

THIS NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT (the "**Agreement**") is made this 20<sup>th</sup> day of April, 2016 (the "**Effective Date**") between Nassau County, a political subdivision of the State of Florida, having an address of 96135 Nassau Place, Suite 1, Yulee, Florida 32097 (the "**Grantor**") and Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (the "**Grantee**"). For purposes of this Agreement, Grantor and Grantee are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

**RECITALS**

Grantor is the owner of certain real property located in Nassau County Florida, (the "**Easement Parcel**") more particularly described in Exhibits "A" and Exhibit "A-1" attached hereto and incorporated herein by reference.

In consideration of and in accordance with the terms and conditions contained in this Agreement, Grantee desires to obtain, and Grantor has agreed to grant a non-exclusive easement for ingress and egress, and the installation and maintenance of fiber optic cable, and utility wires, poles, cables, conduits, and pipes, over, across, under, or on the Easement Parcel.

**AGREEMENT**

Now therefore, in consideration of the above recitals, which are incorporated herein and

made a part hereof by this reference, and of the covenants herein contained, Grantor hereby covenants and agrees as follows:

1. Recitals. The Parties hereby acknowledge and incorporate the above-referenced Recitals into this Agreement as if fully set forth herein.
2. Grant of Easement. Grantor hereby grants, bargains, sells and releases unto Grantee, its successors and assigns, a non-exclusive easement (the "**Easement**") for ingress and egress, and the installation and maintenance of fiber optic cable, and utility wires, poles, cables, conduits, and pipes, over, across, under, or on the Easement Parcel. Grantee, its agents, independent contractors, subtenants, licensees, tenants and invitees shall have the use of the Easement Parcel and may construct, reconstruct, maintain and repair the Easement Parcel to accommodate Grantee's use of the Easement Parcel. During the term of this Agreement, Grantor, at its sole cost and expense, shall be responsible for the routine maintenance, repair, replacement and upkeep of the surface of the Easement Parcel in a manner consistent with its condition as of the date of this Agreement. Grantee shall be responsible for using the Easement Parcel in a lawful, reasonable, safe and orderly manner, and shall maintain the area in a manner that ensures said area can be used by Grantee for its intended use. Should the Easement Parcel be damaged by Grantee during Grantee's construction of its improvements, Grantee shall restore the Easement Parcel to at least its pre-construction condition.
3. Term. This Agreement shall be effective and commence as of the date of execution by the Parties and shall remain in force and effect so long as Grantee maintains its right to lease space within that certain building located at 68001 Coast Highway, Fernandina Beach, Nassau County, Florida pursuant to that certain Building and Rooftop Lease Agreement between Omni Amelia Island, LLC and Grantee dated February 16 2016 (the "**Lease**"). Upon expiration of the Lease, Grantee shall have ninety (90) days to remove all improvements owned or installed by Grantee from the Easement Parcel (provided that Grantor acknowledges the existing conduit located within the Easement Parcel is not owned by Grantee and therefore, Grantee does not have the right to remove such conduit).
4. Assignment. This Agreement may be freely assigned by Grantor to a successor owner of the Easement Parcel. This Agreement may be sold, assigned or transferred by the Grantee without any approval or consent of the Grantor to the Grantee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Grantee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of

the Grantor, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Grantee or transfer upon partnership or corporate dissolution of Grantee shall constitute an assignment hereunder.

5. Covenant Running with the Land; Transfer of Title. The rights herein granted and the covenants and agreements set forth in this instrument shall run with the Easement Parcel, and shall be binding upon, inure to the benefit of, and be enforceable in actions at law or in equity by Grantee and its respective assigns and successors in interest and by the successors in title and interest to Easement Parcel. Grantor and any subsequent fee simple owner(s) of the Easement Parcel shall be relieved of its obligations and duties hereunder upon conveyance of all of its right, title and interest in the Easement Parcel to a third party except for those liabilities hereunder which arose during the conveying party's period of ownership. By acceptance of a conveyance of all or any part of the Easement Parcel, a third party assumes all obligations hereunder with respect to the Easement Parcel or such part thereof from the time of conveyance forward.
6. Warranties of Title. Grantor covenants and warrants with and to Grantee that, Grantor is lawfully seized of the Easement Parcel in fee simple, and that Grantor has good right and lawful authority to grant and convey this easement. Grantor further covenants that there are no liens, judgments or impediments of title on the Easement Parcel, or affecting Grantor's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Easement Parcel by Grantee as set forth above.
7. Reservation of Use. Grantor retains the right to use the Easement Parcel for any and all purposes and uses which do not unreasonably interfere (excluding water and sewer facilities) with Grantee's use thereof as set forth in this Agreement. Grantee agrees that Grantor may, at Grantee's expense, relocate Grantee's Easement Parcel to a new location (the "**New Easement Parcel**") for access and utilities, so long as: (i) the width and location of the New Easement Parcel is substantially similar to that of the Easement Parcel; (ii) the New Easement Parcel is constructed and ready for use prior to the termination of Grantee's rights under the Easement Parcel; (iii) Grantee reasonably approves with the location of the New Easement Parcel, which approval shall not be unreasonably withheld, conditioned or delayed; (iv) the New Easement Parcel complies with all federal, state and local governmental requirements, including without limitation, zoning requirements; and (v) Grantor and Grantee execute and record an amendment to this Agreement reflecting the location of the New Easement Parcel. Within ninety (90) days of Grantor granting to Grantee all necessary rights in connection with the New Easement Parcel, Grantee shall relocate its existing facilities from the Easement Parcel to the New Easement Parcel and the New Easement Parcel shall

thereafter be deemed the Easement Parcel and subject to all terms and conditions of this Agreement.

8. Notices. Any notice which either party may or is required to give hereunder shall be given in writing to the other party, each at the address set forth below, or at such other address as may be designated in writing by the parties from time to time by (i) certified or registered mail, return receipt requested, postage prepaid; (ii) overnight delivery, delivery fees prepaid; or (iii) facsimile with a hard copy to follow via first class mail, postage prepaid. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver:

To Grantor: Nassau County  
96135 Nassau Place, Suite 1  
Yulee Florida, 32097  
Attention: County Manager

To Grantee: Verizon Wireless Personal Communications LP, a  
Delaware limited partnership d/b/a Verizon Wireless  
180 Washington Valley Rd.  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

9. Construction. The rule of strict construction shall not apply to this Agreement. This Agreement shall be given a reasonable construction and shall be deemed to incorporate and contain such other reasonable terms and provisions as are necessary to carry out the intent of the parties, the intent of the parties being as heretofore set forth. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other government or judicial authority by reason of either party having, or being deemed to have, structured, drafted or specified such provision. To the extent the grant made hereby shall fail in any respect, or is held to be invalid, in whole or in part, including but not limited to the effectiveness of the grant made hereby, this Agreement shall continue in full force and effect to the full extent of Grantor's interest in and to any part of the Easement Parcel.
10. Governing Law; Jurisdiction. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable, and venue for any legal action arising out of this Agreement shall lie in the County of Nassau, State of Florida.

11. Indemnification. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any and all loss, claims, liabilities, actions, causes of action, expenses, obligations, duties, liens and damages, including reasonable attorneys fees, incurred or suffered by Grantor, arising out of Grantee's use of the Easement Parcel, or arising out of Grantee's failure to properly exercise the rights, duties, obligations and liabilities under this Agreement as required above. Likewise, to the extent permitted by law, Grantor hereby agrees to indemnify and hold Grantee harmless from and against any and all loss, claims, liabilities, actions, causes of action, expenses, obligations, duties, liens and damages, including reasonable attorneys fees, incurred or suffered by Grantee, arising out of Grantor's use of the Easement Parcel, or arising out of Grantor's failure to maintain the Easement Parcel and properly exercise the rights, duties, obligations and liabilities under this Agreement as required above. Nothing herein is intended to act as a waiver of the Grantor's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.
12. Modification. This Agreement, once executed and delivered, shall not be modified or altered in any respect except by a writing, executed by both Grantor and Grantee, their successors or assigns.
13. Fiscal Funding. In the event that funds are not appropriated by Grantee in any succeeding fiscal year for tasks and obligations of Grantee described herein, then Grantee shall be relieved of these tasks and obligations as of expiration of the fiscal year for which funds are appropriated and expended, without penalty or expense to Grantee, until a fiscal year for which funds are budgeted and appropriated.

<Signature Page to Follow>

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date set forth above.

**WITNESSES:**

Brenda Linville  
Print Name: Brenda Linville

Peggy Snyder  
Print Name: Peggy Snyder

**GRANTOR:**

Nassau County, a political subdivision of the State of Florida

By: Walter J. Boatright  
Name: Walter J. Boatright  
Title: Chairman  
Date: 4-20-16

**WITNESSES:**

Walt  
Print Name: WALT WALTERS

M. K. S.  
Print Name: M. K. S.

**GRANTEE:**

Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless

By: Aparna Khurjekar  
Name: Aparna Khurjekar  
Title: Vice President - Field Network  
Date: 2/16/16

MES  
4-22-16

**GRANTOR:**

STATE OF Florida )

COUNTY OF Nassau )

The foregoing instrument was acknowledged before me this 20th day of April, 2016, by Walter J. Boatright, as Chairman (title) for Nassau County, a political subdivision of the State of Florida, on behalf of the political subdivision of the State of Florida. He/ She is personally known to me, or has produced \_\_\_\_\_ as identification.

Peggy B. Snyder  
Notary Public, State of Florida  
Name: PEGGY B. SNYDER

PEGGY B. SNYDER  
Notary Public, State of Florida  
My Comm. Expires November 12, 2019  
Commission No. FF 935754

**GRANTEE:**

STATE OF NORTH CAROLINA )

COUNTY OF MECKLENBURG )

The foregoing instrument was acknowledged before me this 16th day of February, 2016, by Aparna Khurjekar, Vice President – Field Network of Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, on behalf of the partnership. She is personally known to me, or has produced \_\_\_\_\_ as identification.

Susan Long  
Notary Public, State of NC  
Name: Susan Long

SUSAN E. LONG  
NOTARY PUBLIC  
GASTON COUNTY  
NORTH CAROLINA  
MY COMMISSION EXPIRES 9/29/2016

**EXHIBIT A**

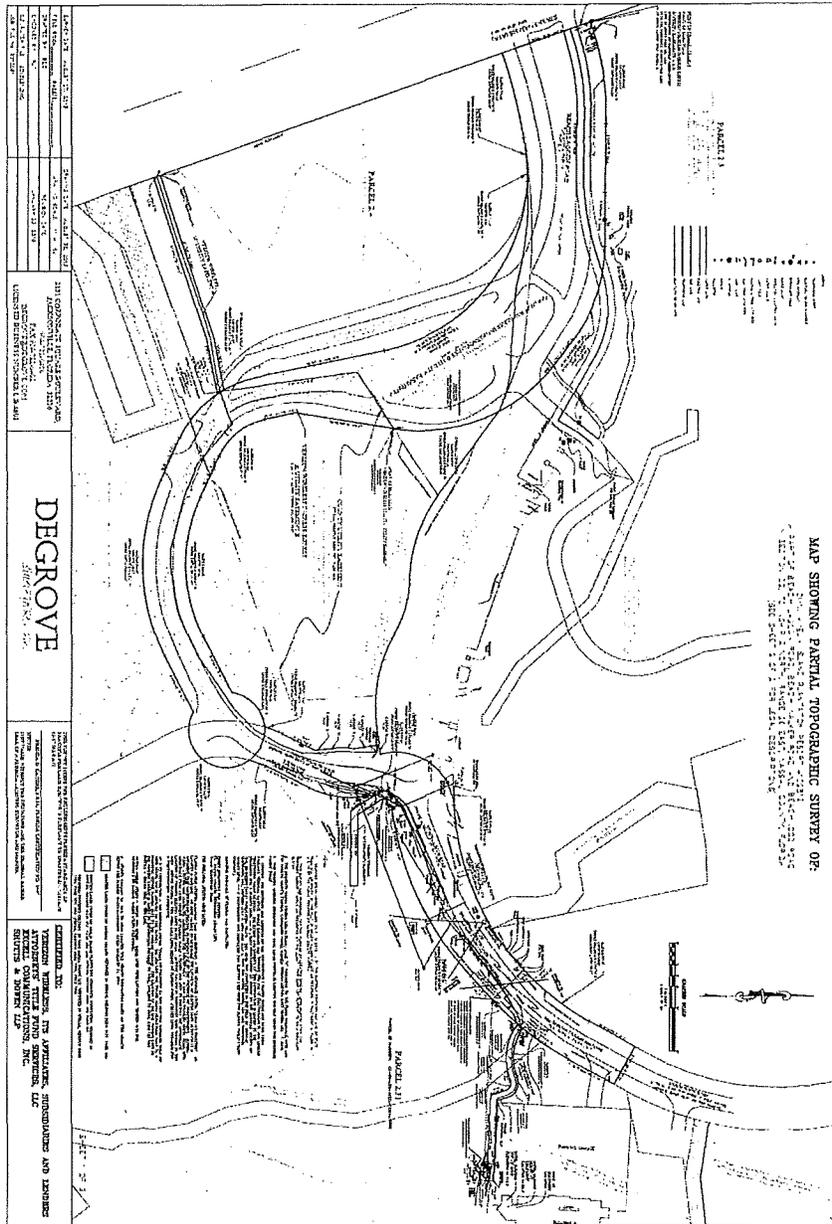
*(LEGAL DESCRIPTION OF EASEMENT PARCEL)*

**GRANTEE'S INGRESS EGRESS & UTILITY EASEMENT B**

PART OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105 (A1A, A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BEACH LAGOON ROAD PARCEL A, AS SHOWN ON THE PLAT OF BEACH WALKER VILLAGE, AS RECORDED IN PLAT BOOK 4, PAGES 14 AND 15 OF THE PUBLIC RECORDS OF SAID COUNTY (A RIGHT-OF-WAY OF VARYING WIDTH), SAID POINT LYING ON A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 380.00 FEET; THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BEACH LAGOON ROAD PARCEL A, AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 145.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 81 DEGREES 24 MINUTES 14 SECONDS EAST, 144.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 88 DEGREES 49 MINUTES 46 SECONDS EAST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BEACH LAGOON ROAD PARCEL A, AND ITS EASTERLY PROJECTION, 96.04 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 74.42 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 210.00 FEET; THENCE SOUTHEASTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 137.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71 DEGREES 16 MINUTES 55 SECONDS EAST, 134.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 52 DEGREES 33 MINUTES 51 SECONDS EAST, 46.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 229.98 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 250.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21 DEGREES 22 MINUTES 50 SECONDS EAST, 238.17 FEET TO A POINT ON THE NORTHERLY LINE OF A COUNTY UTILITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 787, PAGE 939 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 0.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09 DEGREES 48 MINUTES 40 SECONDS WEST, 0.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 09 DEGREES 05 MINUTES 03 SECONDS WEST, 138.37 FEET; THENCE SOUTH 11 DEGREES 42 MINUTES 23 SECONDS EAST, 43.42 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 90.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 38 DEGREES 30 MINUTES 49 SECONDS EAST, 81.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 65 DEGREES 19 MINUTES 15 SECONDS EAST, 30.32 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID COUNTY UTILITY EASEMENT; THENCE SOUTH 70 DEGREES 26 MINUTES 50 SECONDS WEST, 82.09 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 150.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 58.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43 DEGREES 08 MINUTES 09 SECONDS WEST, 58.42 FEET TO A POINT ON SAID CURVE; THENCE NORTH 07 DEGREES 56 MINUTES 53 SECONDS WEST, 190.79 FEET TO AN ANGLE POINT IN SAID COUNTY UTILITY EASEMENT PROPERTY; THENCE NORTH 56 DEGREES 53 MINUTES 44 SECONDS EAST, 93.87 FEET TO THE POINT OF BEGINNING.

# EXHIBIT "A-1"

(SURVEY)



GRANTEE herein referred to as "VERIZON WIRELESS"

THIS INSTRUMENT PREPARED BY  
AND, AFTER RECORDING, RETURN TO:

Tirso M. Carreja, Jr, Esq.:  
Shutts & Bowen LLP  
4301 W. Boy Scout Boulevard  
Suite 300  
Tampa, Florida 33607

NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT  
(Site Name/Id: Omni Hotel Amelia Island/102512)

THIS NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT (the "Agreement") is made this 20<sup>th</sup> day of April, 2016 (the "Effective Date") between Nassau County, a political subdivision of the State of Florida, having an address of 96135 Nassau Place, Suite 1, Yulee, Florida 32097 (the "Grantor") and Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (the "Grantee"). For purposes of this Agreement, Grantor and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

RECITALS

Grantor is the owner of certain real property located in Nassau County Florida, (the "Easement Parcel") more particularly described in Exhibits "A" and Exhibit "A-1" attached hereto and incorporated herein by reference.

In consideration of and in accordance with the terms and conditions contained in this Agreement, Grantee desires to obtain, and Grantor has agreed to grant a non-exclusive easement for ingress and egress, and the installation and maintenance of fiber optic cable, and utility wires, poles, cables, conduits, and pipes, over, across, under, or on the Easement Parcel.

AGREEMENT

Now therefore, in consideration of the above recitals, which are incorporated herein and

made a part hereof by this reference, and of the covenants herein contained, Grantor hereby covenants and agrees as follows:

1. Recitals. The Parties hereby acknowledge and incorporate the above-referenced Recitals into this Agreement as if fully set forth herein.
2. Grant of Easement. Grantor hereby grants, bargains, sells and releases unto Grantee, its successors and assigns, a non-exclusive easement (the "**Easement**") for ingress and egress, and the installation and maintenance of fiber optic cable, and utility wires, poles, cables, conduits, and pipes, over, across, under, or on the Easement Parcel. Grantee, its agents, independent contractors, subtenants, licensees, tenants and invitees shall have the use of the Easement Parcel and may construct, reconstruct, maintain and repair the Easement Parcel to accommodate Grantee's use of the Easement Parcel. During the term of this Agreement, Grantor, at its sole cost and expense, shall be responsible for the routine maintenance, repair, replacement and upkeep of the surface of the Easement Parcel in a manner consistent with its condition as of the date of this Agreement. Grantee shall be responsible for using the Easement Parcel in a lawful, reasonable, safe and orderly manner, and shall maintain the area in a manner that ensures said area can be used by Grantee for its intended use. Should the Easement Parcel be damaged by Grantee during Grantee's construction of its improvements, Grantee shall restore the Easement Parcel to at least its pre-construction condition.
3. Term. This Agreement shall be effective and commence as of the date of execution by the Parties and shall remain in force and effect so long as Grantee maintains its right to lease space within that certain building located at 68001 Coast Highway, Fernandina Beach, Nassau County, Florida pursuant to that certain Building and Rooftop Lease Agreement between Omni Amelia Island, LLC and Grantee dated February 16 2016 (the "**Lease**"). Upon expiration of the Lease, Grantee shall have ninety (90) days to remove all improvements owned or installed by Grantee from the Easement Parcel (provided that Grantor acknowledges the existing conduit located within the Easement Parcel is not owned by Grantee and therefore, Grantee does not have the right to remove such conduit).
4. Assignment. This Agreement may be freely assigned by Grantor to a successor owner of the Easement Parcel. This Agreement may be sold, assigned or transferred by the Grantee without any approval or consent of the Grantor to the Grantee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Grantee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of

the Grantor, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Grantee or transfer upon partnership or corporate dissolution of Grantee shall constitute an assignment hereunder.

5. Covenant Running with the Land; Transfer of Title. The rights herein granted and the covenants and agreements set forth in this instrument shall run with the Easement Parcel, and shall be binding upon, inure to the benefit of, and be enforceable in actions at law or in equity by Grantee and its respective assigns and successors in interest and by the successors in title and interest to Easement Parcel. Grantor and any subsequent fee simple owner(s) of the Easement Parcel shall be relieved of its obligations and duties hereunder upon conveyance of all of its right, title and interest in the Easement Parcel to a third party except for those liabilities hereunder which arose during the conveying party's period of ownership. By acceptance of a conveyance of all or any part of the Easement Parcel, a third party assumes all obligations hereunder with respect to the Easement Parcel or such part thereof from the time of conveyance forward.
6. Warranties of Title. Grantor covenants and warrants with and to Grantee that, Grantor is lawfully seized of the Easement Parcel in fee simple, and that Grantor has good right and lawful authority to grant and convey this easement. Grantor further covenants that there are no liens, judgments or impediments of title on the Easement Parcel, or affecting Grantor's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Easement Parcel by Grantee as set forth above.
7. Reservation of Use. Grantor retains the right to use the Easement Parcel for any and all purposes and uses which do not unreasonably interfere (excluding water and sewer facilities) with Grantee's use thereof as set forth in this Agreement. Grantee agrees that Grantor may, at Grantee's expense, relocate Grantee's Easement Parcel to a new location (the "New Easement Parcel") for access and utilities, so long as: (i) the width and location of the New Easement Parcel is substantially similar to that of the Easement Parcel; (ii) the New Easement Parcel is constructed and ready for use prior to the termination of Grantee's rights under the Easement Parcel; (iii) Grantee reasonably approves with the location of the New Easement Parcel, which approval shall not be unreasonably withheld, conditioned or delayed; (iv) the New Easement Parcel complies with all federal, state and local governmental requirements, including without limitation, zoning requirements; and (v) Grantor and Grantee execute and record an amendment to this Agreement reflecting the location of the New Easement Parcel. Within ninety (90) days of Grantor granting to Grantee all necessary rights in connection with the New Easement Parcel, Grantee shall relocate its existing facilities from the Easement Parcel to the New Easement Parcel and the New Easement Parcel shall

thereafter be deemed the Easement Parcel and subject to all terms and conditions of this Agreement.

8. Notices. Any notice which either party may or is required to give hereunder shall be given in writing to the other party, each at the address set forth below, or at such other address as may be designated in writing by the parties from time to time by (i) certified or registered mail, return receipt requested, postage prepaid; (ii) overnight delivery, delivery fees prepaid; or (iii) facsimile with a hard copy to follow via first class mail, postage prepaid. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver:

To Grantor: Nassau County  
96135 Nassau Place, Suite 1  
Yulee Florida, 32097  
Attention: County Manager

To Grantee: Verizon Wireless Personal Communications LP, a  
Delaware limited partnership d/b/a Verizon Wireless  
180 Washington Valley Rd.  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

9. Construction. The rule of strict construction shall not apply to this Agreement. This Agreement shall be given a reasonable construction and shall be deemed to incorporate and contain such other reasonable terms and provisions as are necessary to carry out the intent of the parties, the intent of the parties being as heretofore set forth. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other government or judicial authority by reason of either party having, or being deemed to have, structured, drafted or specified such provision. To the extent the grant made hereby shall fail in any respect, or is held to be invalid, in whole or in part, including but not limited to the effectiveness of the grant made hereby, this Agreement shall continue in full force and effect to the full extent of Grantor's interest in and to any part of the Easement Parcel.
10. Governing Law; Jurisdiction. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable, and venue for any legal action arising out of this Agreement shall lie in the County of Nassau, State of Florida.

11. Indemnification. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any and all loss, claims, liabilities, actions, causes of action, expenses, obligations, duties, liens and damages, including reasonable attorneys fees, incurred or suffered by Grantor, arising out of Grantee's use of the Easement Parcel, or arising out of Grantee's failure to properly exercise the rights, duties, obligations and liabilities under this Agreement as required above. Likewise, to the extent permitted by law, Grantor hereby agrees to indemnify and hold Grantee harmless from and against any and all loss, claims, liabilities, actions, causes of action, expenses, obligations, duties, liens and damages, including reasonable attorneys fees, incurred or suffered by Grantee, arising out of Grantor's use of the Easement Parcel, or arising out of Grantor's failure to maintain the Easement Parcel and properly exercise the rights, duties, obligations and liabilities under this Agreement as required above. Nothing herein is intended to act as a waiver of the Grantor's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.
12. Modification. This Agreement, once executed and delivered, shall not be modified or altered in any respect except by a writing, executed by both Grantor and Grantee, their successors or assigns.
13. Fiscal Funding. In the event that funds are not appropriated by Grantee in any succeeding fiscal year for tasks and obligations of Grantee described herein, then Grantee shall be relieved of these tasks and obligations as of expiration of the fiscal year for which funds are appropriated and expended, without penalty or expense to Grantee, until a fiscal year for which funds are budgeted and appropriated.

<Signature Page to Follow>

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date set forth above.

WITNESSES:

GRANTOR:

Nassau County, a political subdivision of the State of Florida

Brenda Linville  
Print Name: Brenda Linville  
Peggy Snyder  
Print Name: Peggy Snyder

By: Walter J. Boatright  
Name: Walter J. Boatright  
Title: Chairman  
Date: 4-20-16

WITNESSES:

GRANTEE:

Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless

Walt  
Print Name: Walt  
[Signature]  
Print Name: [Signature]

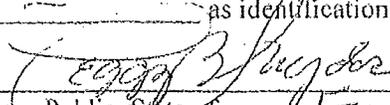
By: [Signature]  
Name: Aparna Khurjekar  
Title: Vice President - Field Network  
Date: 2/16/16

MES  
04.22.16

**GRANTOR:**

STATE OF Florida )  
 )  
COUNTY OF Nassau )

The foregoing instrument was acknowledged before me this 20th day of April, 2016, by Walter J. Boatright, as Chairman (title) for Nassau County, a political subdivision of the State of Florida, on behalf of the political subdivision of the State of Florida. He/ She is personally known to me, or has produced \_\_\_\_\_ as identification.

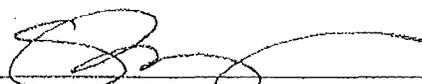
  
\_\_\_\_\_  
Notary Public, State of FLORIDA  
Name: PEGGY B. SNYDER

PEGGY B. SNYDER  
Notary Public, State of Florida  
My Comm. Expires November 12, 2019  
Commission No. FF 935754

**GRANTEE:**

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF MECKLENBURG )

The foregoing instrument was acknowledged before me this 110th day of February, 2016, by Aparna Khurjekar, Vice President – Field Network of Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, on behalf of the partnership. She is personally known to me, or has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public, State of NC  
Name: SUSAN LONG

SUSAN E. LONG  
NOTARY PUBLIC  
GASTON COUNTY  
NORTH CAROLINA  
MY COMMISSION EXPIRES 9/20/2016

EXHIBIT A

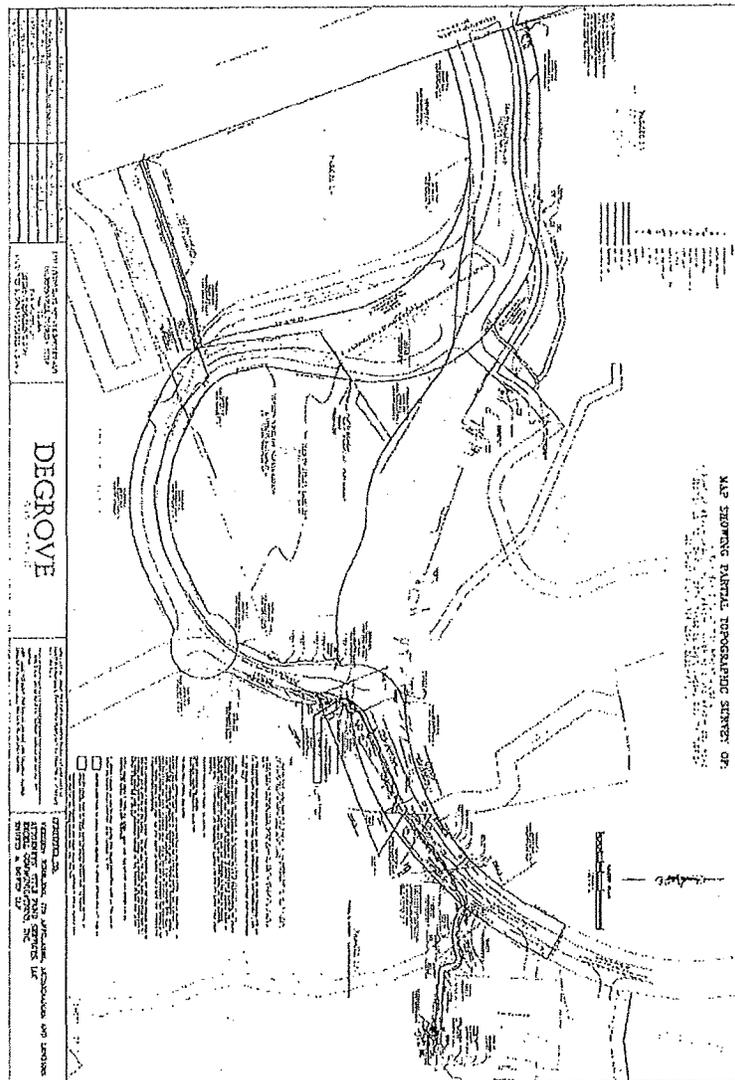
*(LEGAL DESCRIPTION OF EASEMENT PARCEL)*

GRANTEE'S INGRESS EGRESS & UTILITY EASEMENT B

PART OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105 (A1A, A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BEACH LAGOON ROAD PARCEL A, AS SHOWN ON THE PLAT OF BEACH WALKER VILLAGE, AS RECORDED IN PLAT BOOK 4, PAGES 14 AND 15 OF THE PUBLIC RECORDS OF SAID COUNTY (A RIGHT-OF-WAY OF VARYING WIDTH), SAID POINT LYING ON A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 380.00 FEET; THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BEACH LAGOON ROAD PARCEL A, AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 145.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 81 DEGREES 24 MINUTES 14 SECONDS EAST, 144.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 88 DEGREES 49 MINUTES 46 SECONDS EAST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BEACH LAGOON ROAD PARCEL A, AND ITS EASTERLY PROJECTION, 96.04 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 74.42 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 210.00 FEET; THENCE SOUTHEASTERLY LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 137.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71 DEGREES 16 MINUTES 55 SECONDS EAST, 134.78 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 52 DEGREES 33 MINUTES 51 SECONDS EAST, 46.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 229.98 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 250.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21 DEGREES 22 MINUTES 50 SECONDS EAST, 238.17 FEET TO A POINT ON THE NORTHERLY LINE OF A COUNTY UTILITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 787, PAGE 939 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 0.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09 DEGREES 48 MINUTES 40 SECONDS WEST, 0.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 09 DEGREES 05 MINUTES 03 SECONDS WEST, 138.37 FEET; THENCE SOUTH 11 DEGREES 42 MINUTES 23 SECONDS EAST, 43.42 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 90.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 38 DEGREES 30 MINUTES 49 SECONDS EAST, 81.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 65 DEGREES 19 MINUTES 15 SECONDS EAST, 30.32 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID COUNTY UTILITY EASEMENT; THENCE SOUTH 70 DEGREES 26 MINUTES 50 SECONDS WEST, 82.09 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 150.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 58.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43 DEGREES 08 MINUTES 09 SECONDS WEST, 58.42 FEET TO A POINT ON SAID CURVE; THENCE NORTH 07 DEGREES 56 MINUTES 53 SECONDS WEST, 190.79 FEET TO AN ANGLE POINT IN SAID COUNTY UTILITY EASEMENT PROPERTY; THENCE NORTH 56 DEGREES 53 MINUTES 44 SECONDS EAST, 93.87 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A-1"

(SURVEY)



GRANTEE herein referred to as "VERIZON WIRELESS"

Electronically Recorded  
County Nassau  
ID BK 2092 P. 153  
Date April 20, 2016  
By S. Taylor  
Shutts & Bowen LLP

THIS INSTRUMENT PREPARED BY  
AND, AFTER RECORDING, RETURN TO:

Tirso M. Carreja, Jr, Esq.:  
Shutts & Bowen LLP  
4301 W. Boy Scout Boulevard  
Suite 300  
Tampa, Florida 33607

**NON-EXCLUSIVE ACCESSAND UTILITY EASEMENT**  
(Site Name/Id: Omni Hotel Amelia Island/102512)

THIS NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT (the "Agreement") is made this 20<sup>th</sup> day of April, 2016 (the "Effective Date") between Nassau County, a political subdivision of the State of Florida, having an address of 96135 Nassau Place, Suite 1, Yulee, Florida 32097 (the "Grantor") and Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (the "Grantee"). For purposes of this Agreement, Grantor and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

**RECITALS**

Grantor is the owner of certain real property located in Nassau County Florida, (the "Easement Parcel") more particularly described in Exhibits "A" and Exhibit "A-1" attached hereto and incorporated herein by reference.

In consideration of and in accordance with the terms and conditions contained in this Agreement, Grantee desires to obtain, and Grantor has agreed to grant a non-exclusive easement for ingress and egress, and the installation and maintenance of fiber optic cable, and utility wires, poles, cables, conduits, and pipes, over, across, under, or on the Easement Parcel.

**AGREEMENT**

Now therefore, in consideration of the above recitals, which are incorporated herein and

made a part hereof by this reference, and of the covenants herein contained, Grantor hereby covenants and agrees as follows:

1. Recitals. The Parties hereby acknowledge and incorporate the above-referenced Recitals into this Agreement as if fully set forth herein.
2. Grant of Easement. Grantor hereby grants, bargains, sells and releases unto Grantee, its successors and assigns, a non-exclusive easement (the "**Easement**") for ingress and egress, and the installation and maintenance of fiber optic cable, and utility wires, poles, cables, conduits, and pipes, over, across, under, or on the Easement Parcel. Grantee, its agents, independent contractors, subtenants, licensees, tenants and invitees shall have the use of the Easement Parcel and may construct, reconstruct, maintain and repair the Easement Parcel to accommodate Grantee's use of the Easement Parcel. During the term of this Agreement, Grantor, at its sole cost and expense, shall be responsible for the routine maintenance, repair, replacement and upkeep of the surface of the Easement Parcel in a manner consistent with its condition as of the date of this Agreement. Grantee shall be responsible for using the Easement Parcel in a lawful, reasonable, safe and orderly manner, and shall maintain the area in a manner that ensures said area can be used by Grantee for its intended use. Should the Easement Parcel be damaged by Grantee during Grantee's construction of its improvements, Grantee shall restore the Easement Parcel to at least its pre-construction condition.
3. Term. This Agreement shall be effective and commence as of the date of execution by the Parties and shall remain in force and effect so long as Grantee maintains its right to lease space within that certain building located at 68001 Coast Highway, Fernandina Beach, Nassau County, Florida pursuant to that certain Building and Rooftop Lease Agreement between Omni Amelia Island, LLC and Grantee dated February 16 2016 (the "**Lease**"). Upon expiration of the Lease, Grantee shall have ninety (90) days to remove all improvements owned or installed by Grantee from the Easement Parcel (provided that Grantor acknowledges the existing conduit located within the Easement Parcel is not owned by Grantee and therefore, Grantee does not have the right to remove such conduit).
4. Assignment. This Agreement may be freely assigned by Grantor to a successor owner of the Easement Parcel. This Agreement may be sold, assigned or transferred by the Grantee without any approval or consent of the Grantor to the Grantee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Grantee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of

the Grantor, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Grantee or transfer upon partnership or corporate dissolution of Grantee shall constitute an assignment hereunder.

5. Covenant Running with the Land; Transfer of Title. The rights herein granted and the covenants and agreements set forth in this instrument shall run with the Easement Parcel, and shall be binding upon, inure to the benefit of, and be enforceable in actions at law or in equity by Grantee and its respective assigns and successors in interest and by the successors in title and interest to Easement Parcel. Grantor and any subsequent fee simple owner(s) of the Easement Parcel shall be relieved of its obligations and duties hereunder upon conveyance of all of its right, title and interest in the Easement Parcel to a third party except for those liabilities hereunder which arose during the conveying party's period of ownership. By acceptance of a conveyance of all or any part of the Easement Parcel, a third party assumes all obligations hereunder with respect to the Easement Parcel or such part thereof from the time of conveyance forward.
6. Warranties of Title. Grantor covenants and warrants with and to Grantee that, Grantor is lawfully seized of the Easement Parcel in fee simple, and that Grantor has good right and lawful authority to grant and convey this easement. Grantor further covenants that there are no liens, judgments or impediments of title on the Easement Parcel, or affecting Grantor's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Easement Parcel by Grantee as set forth above.
7. Reservation of Use. Grantor retains the right to use the Easement Parcel for any and all purposes and uses which do not unreasonably interfere (excluding water and sewer facilities) with Grantee's use thereof as set forth in this Agreement. Grantee agrees that Grantor may, at Grantee's expense, relocate Grantee's Easement Parcel to a new location (the "**New Easement Parcel**") for access and utilities, so long as: (i) the width and location of the New Easement Parcel is substantially similar to that of the Easement Parcel; (ii) the New Easement Parcel is constructed and ready for use prior to the termination of Grantee's rights under the Easement Parcel; (iii) Grantee reasonably approves with the location of the New Easement Parcel, which approval shall not be unreasonably withheld, conditioned or delayed; (iv) the New Easement Parcel complies with all federal, state and local governmental requirements, including without limitation, zoning requirements; and (v) Grantor and Grantee execute and record an amendment to this Agreement reflecting the location of the New Easement Parcel. Within ninety (90) days of Grantor granting to Grantee all necessary rights in connection with the New Easement Parcel, Grantee shall relocate its existing facilities from the Easement Parcel to the New Easement Parcel and the New Easement Parcel shall

thereafter be deemed the Easement Parcel and subject to all terms and conditions of this Agreement.

8. Notices. Any notice which either party may or is required to give hereunder shall be given in writing to the other party, each at the address set forth below, or at such other address as may be designated in writing by the parties from time to time by (i) certified or registered mail, return receipt requested, postage prepaid; (ii) overnight delivery, delivery fees prepaid; or (iii) facsimile with a hard copy to follow via first class mail, postage prepaid. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver:

To Grantor: Nassau County  
96135 Nassau Place, Suite 1  
Yulee Florida, 32097  
Attention: County Manager

To Grantee: Verizon Wireless Personal Communications LP, a  
Delaware limited partnership d/b/a Verizon Wireless  
180 Washington Valley Rd.  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

9. Construction. The rule of strict construction shall not apply to this Agreement. This Agreement shall be given a reasonable construction and shall be deemed to incorporate and contain such other reasonable terms and provisions as are necessary to carry out the intent of the parties, the intent of the parties being as heretofore set forth. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other government or judicial authority by reason of either party having, or being deemed to have, structured, drafted or specified such provision. To the extent the grant made hereby shall fail in any respect, or is held to be invalid, in whole or in part, including but not limited to the effectiveness of the grant made hereby, this Agreement shall continue in full force and effect to the full extent of Grantor's interest in and to any part of the Easement Parcel.
10. Governing Law; Jurisdiction. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable, and venue for any legal action arising out of this Agreement shall lie in the County of Nassau, State of Florida.

11. Indemnification. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any and all loss, claims, liabilities, actions, causes of action, expenses, obligations, duties, liens and damages, including reasonable attorneys fees, incurred or suffered by Grantor, arising out of Grantee's use of the Easement Parcel, or arising out of Grantee's failure to properly exercise the rights, duties, obligations and liabilities under this Agreement as required above. Likewise, to the extent permitted by law, Grantor hereby agrees to indemnify and hold Grantee harmless from and against any and all loss, claims, liabilities, actions, causes of action, expenses, obligations, duties, liens and damages, including reasonable attorneys fees, incurred or suffered by Grantee, arising out of Grantor's use of the Easement Parcel, or arising out of Grantor's failure to maintain the Easement Parcel and properly exercise the rights, duties, obligations and liabilities under this Agreement as required above. Nothing herein is intended to act as a waiver of the Grantor's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.
12. Modification. This Agreement, once executed and delivered, shall not be modified or altered in any respect except by a writing, executed by both Grantor and Grantee, their successors or assigns.
13. Fiscal Funding. In the event that funds are not appropriated by Grantee in any succeeding fiscal year for tasks and obligations of Grantee described herein, then Grantee shall be relieved of these tasks and obligations as of expiration of the fiscal year for which funds are appropriated and expended, without penalty or expense to Grantee, until a fiscal year for which funds are budgeted and appropriated.

<Signature Page to Follow>

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date set forth above.

**WITNESSES:**

Brenda Linville  
Print Name: Brenda Linville

Peggy Snyder  
Print Name: Peggy Snyder

**GRANTOR:**

Nassau County, a political subdivision of the State of Florida

By: Walter J. Boatright  
Name: Walter J. Boatright  
Title: Chairman  
Date: 4-20-16

**WITNESSES:**

Walt  
Print Name: WALT WAUTERS

M. K. R.  
Print Name: M. K. R.

**GRANTEE:**

Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless

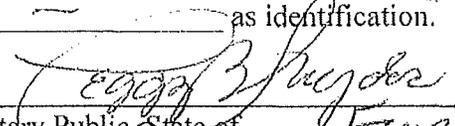
By: Aparna Khurjekar  
Name: Aparna Khurjekar  
Title: Vice President - Field Network  
Date: 2/16/16

MES  
04.22.16

**GRANTOR:**

STATE OF Florida )  
 )  
COUNTY OF Nassau )

The foregoing instrument was acknowledged before me this 20th day of April, 2016, by Walter J. Boatright, as Chairman (title) for Nassau County, a political subdivision of the State of Florida, on behalf of the political subdivision of the State of Florida. He/ She is personally known to me, or has produced \_\_\_\_\_ as identification.

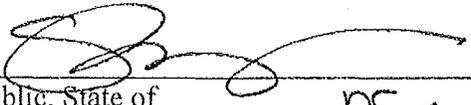
  
\_\_\_\_\_  
Notary Public, State of FLORIDA  
Name: PEGGY B. SNYDER

PEGGY B. SNYDER  
Notary Public, State of Florida  
My Comm. Expires November 12, 2019  
Commission No. FF 935754

**GRANTEE:**

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF MECKLENBURG )

The foregoing instrument was acknowledged before me this 110th day of February, 2016, by Aparna Khurjekar, Vice President – Field Network of Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, on behalf of the partnership. She is personally known to me, or has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public, State of NC  
Name: SUSAN LONG

SUSAN E. LONG  
NOTARY PUBLIC  
GASTON COUNTY  
NORTH CAROLINA  
MY COMMISSION EXPIRES 3/20/2018

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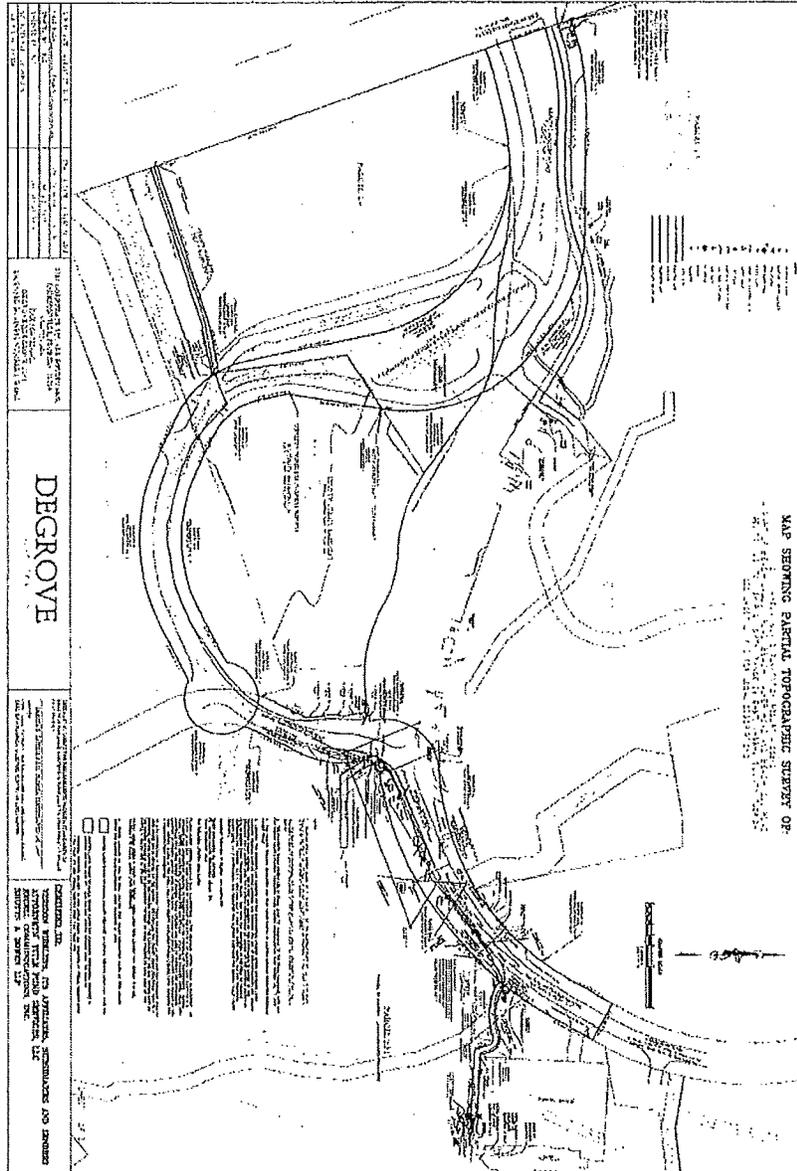
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(SURVEY)



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