

DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 17th day of October, 2018 (the "Effective Date"), by and between **NOAH KANE** ("Kane"), and **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Nassau County"). This Agreement may refer to Kane or Nassau County individually as a "Party" or may refer to Kane and Nassau County collectively as the "Parties".

WITNESSETH:

WHEREAS, Kane is the owner of that certain vacant real property located in Nassau County, Florida, more particularly described in Exhibit "A" attached hereto (the "Property");

WHEREAS, the Property is designated as "Commercial" on the Future Land Use Map ("FLUM") and zoned "Industrial – Warehouse" on the Nassau County Zoning Map;

WHEREAS, the Conditional Use and Variance Board of Nassau County granted Application E17-008 to Kane with a condition that Kane "...[P]rovide vehicular and pedestrian cross access to adjacent parcel to the north and south";

WHEREAS, a portion of the Property is located within the William Burgess Overlay District (the "Overlay District"), which Section XVII.1.5(a) provides, in part, that:

All non-residential, multi-family and mixed-use projects shall be designed to allow for vehicular cross access to adjacent non-residential, multi-family and mixed-use properties... Where a vacant lot/tract of land with a Commercial, Industrial, High Density Residential or Multi-use FLUM designation is adjacent to the site under review, the cross access stub-out shall be constructed to the property boundary with the initial site development or appropriate phase of the project as determined by the Development Review Committee.

WHEREAS, the adjoining properties to the north and south of the Property are vacant non-residential with Commercial designations on the FLUM;

WHEREAS, Kane submitted project plans prior to the adoption of the Overlay District, so that the project could be considered vested and not subject to the Overlay District requirements;

WHEREAS, Kane has agreed to provide for cross access stub-outs to be constructed to the north and south boundary of the Property to the adjoining properties as shown as the "50' Cross Access Easement Per Conditional Use Requirements" on the site plan labeled Exhibit "B" and attached hereto;

WHEREAS, Kane will construct the stub out to the north property during the initial site development phase;

WHEREAS, conditions exists that prohibit construction of the stub-out to the south property boundary at the initial site development phase, including the location of wetlands and the need for permitting for the wetland impacts with the St. Johns River Water Management District;

WHEREAS, no project plans have been submitted for the adjoining property to the south;

WHEREAS, Kane has requested that the stub-out to the south be installed at such time as the adjoining property has an approved site plan with permits for wetland impacts relating to the stub-out;

WHEREAS, Nassau County has agreed to allow Kane to construct the stub-out to the adjoining property to the south in a later phase of development, i.e. when the adjoining property has an approved site plan with permits from the appropriate governing agencies relating to wetland impacts;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) to each paid, and the mutual covenants and undertakings hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each intending to be legally bound hereby, do represent, warrant, covenant and agree with each other as follows:

1. Recitals. The above recitals are true and correct, form a material part of this Agreement, and are incorporated herein by reference.

2. Effective Date. This Agreement shall become effective upon execution by the Board of County Commissioners (the "Effective Date")

3. Construction of Stub-Out. Kane shall construct the stub-out to the adjoining property to the south as provided on the approved site plan for his project at such time as the adjoining property has an approved site plan. Nassau County shall provide Kane with written notice of the approval of such site plan. Construction of the stub-out shall be completed within One Hundred Eighty (180) days from the receipt of such notice. No further permitting by Nassau County shall be required for the construction of the stub-out on the Property.

4. Reciprocal Access Easement Agreement. Prior to the commencement of construction of the Stub-Outs, Kane and the adjoining property owners to the north and south shall enter into a Reciprocal Access Easement Agreement (the "Reciprocal Easement") in substantially the form labeled as Exhibit "C" and attached hereto. Failure by the adjoining land owner to execute the Reciprocal Easement shall toll the deadline for Kane to construct the Stub-Outs.

5. Default. In the event that either Party shall fail to fully and timely perform any of its obligations hereunder, and such failure shall continue for ten (10) days following notice thereof in writing from the non-defaulting Party, then the non-defaulting Party shall be entitled to seek and pursue specific performance of this Agreement. In the event specific performance is not available as a remedy, such non-defaulting Party shall be entitled to maintain an action for damages against the defaulting Party. In connection with any litigation brought to enforce this

Agreement the prevailing Party shall be entitled to its reasonable attorneys' fees, costs, and expenses incurred, including such fees, costs and expenses for all pre-suit legal services, all trial, post-judgment, and appellate court proceedings, any arbitration, mediation, and bankruptcy court proceedings, and legal assistant's time and other costs and expenses even if not taxable as court costs.

6. Warranties and Representations. Kane represents and warrants to Nassau County as of the Effective Date as follows:

(a) Title. Kane is the owner in fee simple of the Property, free and clear of all liens, claims, and encumbrances.

(b) Authority. Kane has full power and authority to enter into and perform this Agreement in accordance with its terms and does not require the consent of any third party or has obtained the consent of said third party in order to consummate the transactions contemplated hereby.

7. Assignment; Successors and Assigns. This Agreement is assignable and shall inure to the benefit of the successors hereto.

8. Applicable Law and Venue. This Agreement is to be construed and enforced according to the laws of the State of Florida. Venue shall be in Nassau County, Florida.

9. Time. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any Party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

10. Notices. All notices, demands, or requests herein required shall be in writing. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered personally or sent by express mail or courier service to the addresses set forth below:

As to Nassau County: Nassau County Manager
Attn: Michael S. Mullin
96135 Nassau Place, Suite 1
Yulee, Florida 32097
Fax: (904) 321-5784
Email: MMullin@nassaucountyfl.com

With a copy to: Nassau County Attorney
Attn: Michael S. Mullin, Esq.
96135 Nassau Place, Suite 6
Yulee, Florida 32097
Fax: (904) 321-2658
Email: MMullin@nassaucountyfl.com

And

Nassau County Dept. of Planning and Economic Opportunity
Attn: Taco Pope
96161 Nassau Place
Yulee, Florida 32097
Phone: (904) 530-6300
Email: Tpoppe@nassaucountyfl.com

As to Kane: Noah Kane
86414 Sand Hickory Trail
Yulee, Florida 32097
Email: _____

With a copy to: Rogers Towers, P.A.
Attn: Jon C. Lasserre, Esq.
960185 Gateway Blvd., Suite 203
Fernandina Beach, Florida 32034
Fax: (904) 261-5618
Email: JLasserre@RTLlaw.com

Any notice, demand, or request to be given hereunder shall be deemed sufficiently given for all purposes hereunder (1) at the time such notice, demand, or request is hand-delivered, or (2) upon depositing any such notice, demand, or request with any reputable overnight courier service. Any Party hereto may change its address by notice in writing to the other parties in the manner herein provided.

11. Entire Agreement. This Agreement contains all of the agreements, representations, and warranties of the parties hereto and supersedes all other discussions, understandings or agreements in respect to the subject matter hereof.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

“KANE”



Noah Kane

“NASSAU COUNTY”

NASSAU COUNTY, FLORIDA, a political
subdivision of the State of Florida



By: Pat Edwards

Title: Chairman, Board of County Commissioners

Date: 10-17-18

Attest as to Chairman's signature:



JOHN A. CRAWFORD

Its: Ex-Officio Clerk

MES
10-22-18

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF NASSAU AND STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, ALSO KNOWN AS BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 611, PAGE 1255 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF UNIT THREE, YULEE FARMS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 24 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 06° 11' 00" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE C.S.X. RAILROAD (A 200 FOOT RIGHT-OF-WAY), A DISTANCE OF 1484.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 06° 11' 00" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 546.52 FEET; THENCE NORTH 82° 02' 57" EAST, ALONG THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 611, PAGE 1253 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 582.37 FEET TO INTERSECT THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 17 (A 75 FOOT RIGHT-OF-WAY); THENCE SOUTH 07° 54' 52" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 513.58 FEET; THENCE SOUTH 80° 44' 11" WEST, ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1741, PAGE 79 AND OFFICIAL RECORDS BOOK 1741, PAGE 75, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 715.69 FEET TO THE POINT OF BEGINNING.

PARCEL ID # 42-2N-27-0000-0002-0000

EXHIBIT "B"

SITE PLAN

GENERAL NOTES:

PARCEL ID# 42-2N-07-000000
 PROPERTY BELONGS TO AC
 SITES LOCATED IN FLOOD ZONE
 ZONING: INDUSTRIAL W/ MARINA (M)
 FUTURE USE: BOAT REPAIR SHED

NASSAU COUNTY PROJECT NUMBER: 2014-0000

BUILDING 1 TOTAL AREA: 14,400 SF
 FLOOR AREA RATIO: 4.25

BUILDING 2 TOTAL AREA: 14,400 SF
 FLOOR AREA RATIO: 4.25

BUILDING 3 TOTAL AREA: 14,400 SF
 FLOOR AREA RATIO: 4.25

TOTAL BUILDING AREA: 43,200 SF
 TOTAL FLOOR AREA: 130,000 SF

MAX BUILDING HEIGHT: 10'

FIRE SPRINKLER SYSTEM NOT PROVIDED
 PER AM 5010.02

NO WELL WITHIN 10'

ALL DRIVEWAY AND PARKING AREA SHALL BE ASPHALT PAVEMENT BUILT TO NASSAU COUNTY ROADWAY AND DRAINAGE STANDARDS

PARKING:
 (1) OFFICE & MEETINGS: 10 SPACES
 (2) 2500 SF OFFICE SPACE: 1 SPACE PER 2 OCCUPANT
 (10 OCC' 2500 SF OFFICE SPACES)
 (2) OFFICE SPACES PROVIDED IN FRONT OF EACH UNIT (20 TOTAL)
 (1) PARKING SPACES PROVIDED
 (32 PARKING SPACES PROVIDED)
 (1) REGULAR 1 ADA

BUILDING 1 & 2 (STORAGE):
 1 SPACE PER 2 EMPLOYEE (1 PAIR PER EACH VEHICLE ONLY)
 AT FACILITY
 (1) 2500 SF OFFICE SPACE
 (1) PARKING SPACE PROVIDED
 (1) PARKING SPACE PROVIDED

TOTAL PAVED (PARKING) = 13
 TOTAL IMPERVIOUS = 3.3

PARKING LOT AREA: 6400 SF
 PARKING AREA RATIO: 1.85

TOTAL IMPERVIOUS AREA: 93,504 SF
 IMPERVIOUS SURFACE RATIO: 27.2%

BUILDING SETBACKS:
 FRONT YARD: 20 FEET
 SIDE YARD: 5 FEET
 REAR YARD: 5 FEET

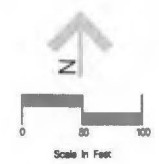
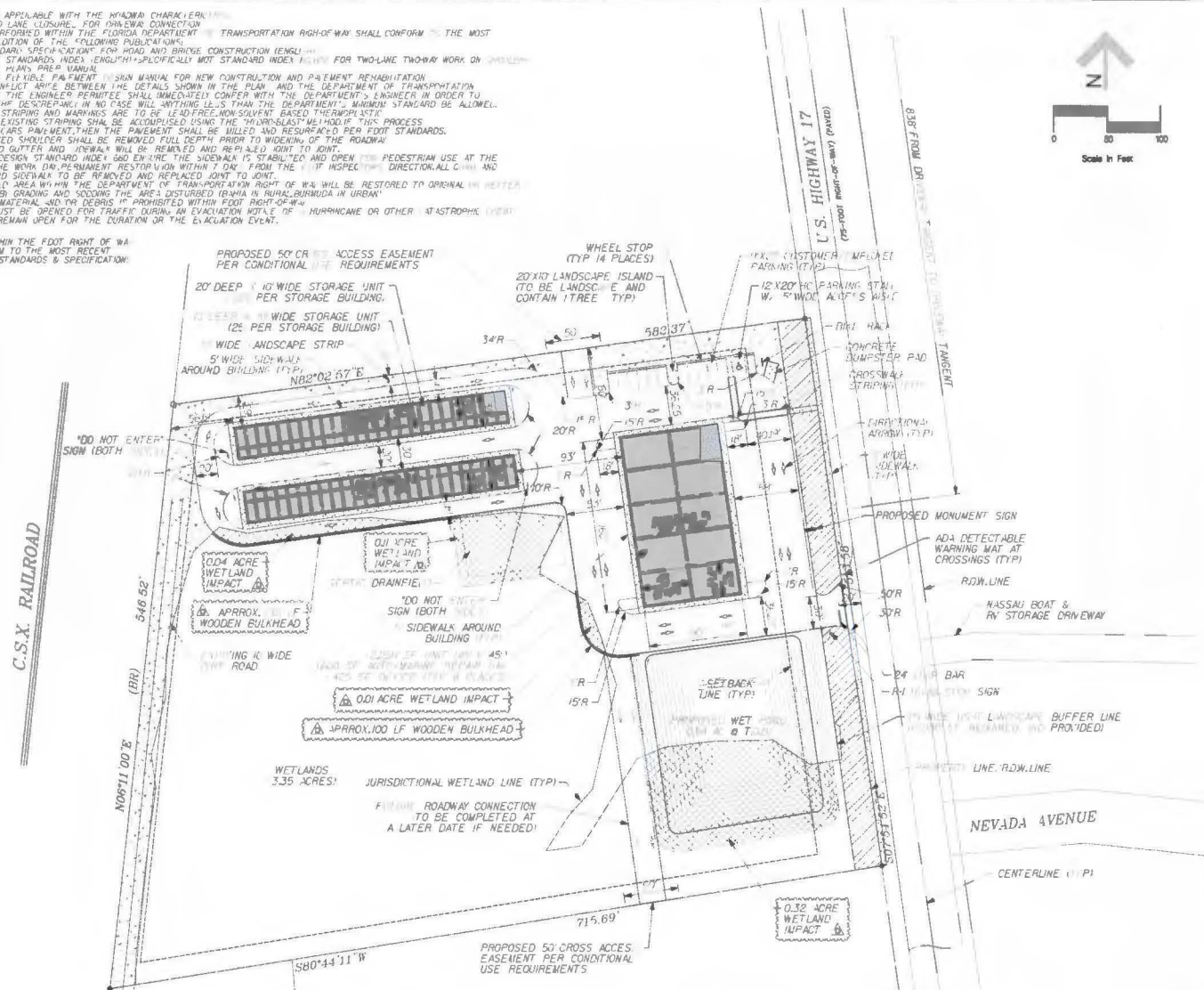
0.48 ACRES TOTAL OF PROPOSED WETLAND IMPACTS
 PROPERTY IS SUBJECT TO THE SIGNAGE REQUIREMENTS OF THE WILLIAM WILSON DISTRICT, AS AMENDED.
 CONDITIONAL USE NO. EG-008

AS PART OF APPROVAL OF THIS PERMIT, IT IS UNDERSTOOD AND ACCEPTED BY THE OWNER THAT THEY WILL COMPLY WITH THE CROSS ACCESS REQUIREMENT SHOWN WHEN DEEMED APPROPRIATE IN THE FUTURE BY NASSAU COUNTY

LAYERS:

- WETLAND IMPACT
- BUILDING FOOTPRINT
- CONCRETE
- LANDSCAPE BUFFER
- OPEN SPACE

GENERAL NOTES APPLICABLE WITH THE MARINA CHARACTER...
 NO PROPOSED LANE CHANGES FOR DRIVEWAY CONNECTION...
 ALL WORK PERFORMED WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY SHALL CONFORM TO THE MOST CURRENT EDITION OF THE FOLLOWING PUBLICATIONS:
 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (ENGLISH) SPECIFICATIONS SPECIFICALLY NOT STANDARD INDEX SIGN FOR TWO-LINE TWO-WAY WORK ON UNPAVED FOOT PLANS (PER STANDARD INDEX SIGN MANUAL FOR NEW CONSTRUCTION AND PAVEMENT REHABILITATION SHOULD A CONFLICT ARISE BETWEEN THE DETAILS SHOWN IN THE PLAN AND THE DEPARTMENT OF TRANSPORTATION STANDARD THE ENGINEER PERMITS SHALL IMMEDIATELY CONFER WITH THE DEPARTMENT'S ENGINEER IN ORDER TO RESOLVE THE DISCREPANCY IN NO CASE WILL ANYTHING LESS THAN THE DEPARTMENT'S MINIMUM STANDARD BE ALLOWED.
 ALL TRAFFIC STRIPING AND MARKINGS ARE TO BE LEAD-FREE, NON-SOLVENT BASED THERMOPLASTIC.
 REMOVAL OF EXISTING STRIPING SHALL BE ACCOMPLISHED USING THE "MURKIN" METHOD. THIS PROCESS DAMAGES STARS PAVEMENT, THEN THE PAVEMENT SHALL BE MILLED AND RESURFACED PER FOOT STANDARDS.
 EXISTING PAVED SHOULDER SHALL BE REMOVED FULL DEPTH PRIOR TO WIDENING OF THE ROADWAY.
 ALL CURB AND GUTTER AND SIDEWALKS WILL BE REMOVED AND REPAIRED JOINT TO JOINT.
 ALONG WITH DESIGN STANDARD INDEX 660 EVERYWHERE THE SIDEWALK IS STABILIZED AND OPEN TO PEDESTRIAN USE AT THE END OF THE WORK OR PERMANENT RESTORATION WITHIN 7 DAYS FROM THE DATE OF INSPECTION DIRECTION ALL CURB AND GUTTER AND SIDEWALK TO BE REMOVED AND REPLACED JOINT TO JOINT.
 ALL DISTURBED AREA WITHIN THE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY WILL BE RESTORED TO ORIGINAL OR BETTER CONDITION BY GRADING AND SEEDING THE AREA DISTURBED (EMMA & BURL BURKHOLDER URBAN).
 BURRING OF MATERIAL AND/OR DEBRIS IS PROHIBITED WITHIN FOOT RIGHT-OF-WAY.
 ALL LAMES MUST BE OPENED FOR TRAFFIC DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER CATASTROPHIC EVENT.
 ALL LAMES SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION EVENT.
 ALL WORK WITHIN THE FOOT RIGHT OF WAY SHALL CONFORM TO THE MOST RECENT DEPARTMENT STANDARDS & SPECIFICATIONS



K J I H G F E D C B A 10 9 8 7 6 5 4 3 2 1 0	Scale: 1" = 60' Project Mgr: AG Designed by: BM Drawn by: BM QADC: NO	Gillette & Associates, Inc. 60 South 4th Street Fernandina Beach, FL 32034 Certificate of Authorization No. 9332 30 SOUTH 4TH STREET FERNANDINA BEACH, FL 32034 Phone: (904) 261-8818	G & A GILLETTE & ASSOCIATES, INC. NOAH PAVE	U.S. MARINE REPAIR SHOP & STORAGE FACILITY	GEOMETRIC PLAN	SHEET NO. GE-1 Issue Date: 09/15/2015 Project No. 17402
	Registered Professional					

EXHIBIT "C"

FORM OF RECIPROCAL EASEMENT AGREEMENT

Prepared By/Record and Return To:
Jon C. Lasserre, Esquire
Rogers Towers, P.A.
960185 Gateway Blvd., Suite 203
Fernandina Beach, Florida 32034

RECIPROCAL EASEMENT AGREEMENT

This **GRANT OF EASEMENT** is made this ____ day of _____, 20____, between **PARTY 1**, whose address is 86414 Sand Hickory Trail, Yulee, Florida 32097 (hereinafter referred to as the "Party 1") and _____, whose address is _____ (hereinafter referred to as the "Party 2"). This Agreement may refer to Party 1 or Party 2 individually as a "Party" or may refer to Party 1 and Party 2 collectively as the "Parties."

The following recitals of fact are a material part of this instrument:

A. Party 1 is the owner of a tract of land more particularly described in Exhibit "A," attached hereto and hereafter referred to as the "Party 1 Property."

B. Party 2 is the owner of a tract of land more particularly described in Exhibit "B," attached hereto and hereafter referred to as "Party 2 Property."

C. Party 1 and Party 2 wishes to grant to the other, and each party wishes to receive an easement over and across those portions of the Party 1 Property and Party 2 Property more particularly described in Exhibit "C," attached hereto and hereafter referred to as the "Easement Premises."

NOW, THEREFORE, in consideration of \$10.00, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. **GRANT OF EASEMENT.** The Parties hereby grant to the other, and their heirs, successors, and assigns, as an easement appurtenant to the Party 1 Property and Party 2 Property, a perpetual, nonexclusive easement for ingress and egress over and across the Easement Premises.

2. **USE AND LIMITATIONS ON USE OF EASEMENT PREMISES.** Use of the Easement Premises is not confined to the present uses of the Party 1 Property or the Party 2 Property, the present buildings thereon, or present means of transportation. Exclusive use of the Easement Premises is not hereby granted. The Grantee may not use the Easement Premises for any other purpose other than ingress and egress. Neither Party shall block the other Party's free access to the Easement Premises except by separate agreement.

3. **CONSTRUCTION OF IMPROVEMENTS ON DOMINANT PARTY'S PROPERTY.** The parties hereto agree and state that the the dominant Party has no interest in the Easement Premises other than that specified herein. No person who performs any work or supplies any material for any construction or modification of any such improvements on the dominant Party's Property shall be entitled to or have any construction lien according to Chapter 713, Florida Statutes, or any similar provision of law, against any portion of the servient Party's Property, except to the extent of the easement granted hereby.

The servient Party 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 use of the Easement Premises and/or the construction or modifications of any improvements on their respective property.

4. **RESERVATION OF RIGHTS BY SERVIENT PARTY.** The right to use the Easement Premises for any purpose not incompatible with the easement granted hereby is expressly reserved by the Parties. In addition, the Parties reserve the right to any subsurface use or other surface use that does not unreasonably interfere with the dominant Party's use of the Easement Premises.

5. **RESTRICTION OF USE OF EASEMENT PREMISES.** The dominant Party shall not use the Easement Premises as a construction entrance for materials, supplies, or heavy equipment to their respective property.

6. **MAINTENANCE.** The Parties shall keep and maintain the Easement Premises within their respective properties and at all times in a clean and safe condition at their sole cost and expense.

7. **SELF HELP.** In the event that maintenance is required for the Easement Premises or any structure appurtenant to or a component of the Easement Premises, or if a government agency determines that the Easement or any structure appurtenant to or a component of the Easement is not in compliance with applicable laws and regulations, then the notified party shall inform the other party within five (5) days of the required maintenance or noncompliant condition (curing the maintenance or noncompliant condition is known herein as the "Work"). The Parties shall have thirty (30) days from the date of receipt of the notice of the need for the Work. The Parties shall equally share the responsibility for the costs of the Work to the Easement or any structure appurtenant to or a component thereof and payment shall be promptly made upon the completion of the Work. If one Party pays for the expenses of the Work, then the party that did not pay for the Work shall invoice the non-paying Party and payment will be made to the paying party within fifteen (15) days of receipt of the invoice plus five percent (5%) of said costs and expenses as an administration fee. The nonpaying party shall hold the paying

party harmless from any claim arising from the Work. In the event that the non-paying Party does not timely reimburse the paying Party, the paying Party shall be entitled to exercise any of its rights and remedies in law or in equity, including, without limitation, damages, injunctive, or other equitable relief.

8. **PARTIES OBLIGATION TO COMPLY WITH ALL LAWS AND REGULATIONS.** The Parties shall comply with all governmental or quasi-governmental laws, ordinances, rules, regulations of every kind pertaining to the Easement Premises or to the use and occupancy thereof, including without limitation, any such law, ordinance, rule or regulation regarding or relating to environmental protection, pollution, sanitation or safety. The dominant Party will not commit or suffer any waste of the Easement Premises and will not use or permit any use of the Easement Premises to be used for any illegal purpose or in any such way as to constitute a public nuisance or in any way so as to violate or breach any law, rule, regulation or ordinance to which the Easement Premises are subject.

9. **OBLIGATION OF GRANTEE TO INSURE THE EASEMENT PREMISES AND TO PAY CERTAIN OBLIGATIONS.** The servient Party shall maintain in full force and effect comprehensive general liability insurance with respect to the Easement Premises in the minimum amount of \$300,000 (in 2018 dollars) single limit per occurrence and of \$1,000,000 (in 2018 dollars) in the aggregate, as long as such coverages are reasonably available on reasonably commercial terms. A certificate of showing such policy to be in effect shall be provided to the Dominant Party upon written request. Such insurance policy shall include the Grantor as a named insured thereunder, shall be written by an insurance company which is rated "A" or better by A.M. Best Company, and shall not be subject to cancellation by the issuer thereof on less than ten days' written notice to the Grantor. The following endorsements shall be included as part of such policy maintained by the Grantee: (a) contractual liability to cover liability assumed under this agreement to the extent such liabilities are covered by such policy; (b) Product and Completed Operations Liability Assurance; (c) Broad Form Property Damage Liability Insurance; and (d) coverage for explosion, collapse and underground hazards.

10. **PARTIES RIGHT TO ENCUMBER THE EASEMENT PREMISES.** The Parties may encumber the easement rights created hereby in and to the Easement Premises on their Property with a mortgage, provided that the dominant Party shall have no obligation to subject its fee title interest to its respective property to such mortgage lien.

11. **ADDITIONS TO DOMINANT TENEMENT.** Said easement is also appurtenant to any land that may hereafter come into and remain under common ownership with a Party hereto and that is contiguous to their/its respective property. An area physically separated from a Party's property but having access thereto by means of public ways or private easements, rights, or licenses is deemed to be contiguous to that Party's Property.

12. The parties agree that notwithstanding any increase in the area of a Party's Property as a result of any such addition, the dominant Party shall not unreasonably increase the burden on the Easement Premises.

13. **DIVISION OF DOMINANT TENEMENT.** If a Party's property, together with any additions thereto pursuant to the provisions of paragraph 10 hereof, is hereafter divided into

two parts by separation of ownership or by lease, both parts shall enjoy the benefit of the easement hereby created.

14. **PARKING.** Both parties covenant that vehicles shall not be parked on the Easement Premises.

15. **WARRANTIES OF TITLE.** The Parties each warrant to the other that he/it has good and indefeasible fee simple title to the Easement Premises.

16. **TITLE INSURANCE AND ESCROW.** Should a Party so desire, he/it may apply forthwith for a title insurance policy insuring the easement hereby granted and the other Party will make available for inspection by the title company any evidence of title in his/its possession.

17. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors, and assigns of the parties hereto.

18. **TERMINATION OF COVENANT LIABILITY.** Whenever a transfer of ownership of either Party's property takes place, liability of the transferor for any breach of any covenant hereunder occurring thereafter automatically terminates, except that the Grantor herein remains liable for breaches of covenants of title set forth in Paragraph 12 hereof.

19. **ENFORCEMENT; ATTORNEY'S FEES.** In the event of any default under this instrument, 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.

20. **CONSTRUCTION.** The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on the Grantee is carried out.

21. **NOTICE.** The address of Grantor and Grantee is as set forth in the initial paragraph. Either party may give written notice of change of address with the other. All notices shall be sent by U.S. mail to the addresses provided for in this paragraph and shall be deemed given when placed in the mail. The affidavit of the person depositing the notice in the U.S. post office receptacle shall be evidence of such mailing.

22. **NO THIRD PARTY BENEFICIARIES; RELEASE OF EASEMENT.** This easement is granted only for the benefit of the Parties properties, together with any additions thereto resulting from the operation of paragraph 10 hereof, and is not intended for the use or benefit of any other real property, nor is it for the use or benefit of any person or entity other than those to whom the Grantee has expressly permitted the use of the Easement Premises. The Parties herein may terminate this instrument by recording a release in recordable form which release shall include the joinder of Nassau County, with directions for delivery to the servient Party at his/its last address given pursuant hereto, whereupon all rights, duties, and liabilities

hereby created shall terminate. For convenience, such instrument may run to "the owner or owners and parties interested" in the servient Party's property.

23. **ENTIRE AGREEMENT; AMENDMENT.** The parties hereto agree that the entire agreement between the parties with respect to the Easement Premises is set forth in this instrument. This instrument may be amended only by an instrument in writing and signed by the persons who are the then owners of the fee simple title to the Party 1 Property and Party 2 Property, with the exception that the easement may be released as set forth in paragraph 20 hereof.

24. **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, the Grantor and the Grantee have hereunto set their hands and seals the day and year first above written.

"PARTY 1"

Print Name: _____

Party 1

Print Name: _____

"PARTY 2"

Print Name: _____

By: _____
Its: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

EXHIBIT "A"

KANE PROPERTY

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF NASSAU AND STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, ALSO KNOWN AS BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 611, PAGE 1255 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF UNIT THREE, YULEE FARMS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 24 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 06° 11' 00" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE C.S.X. RAILROAD (A 200 FOOT RIGHT-OF-WAY), A DISTANCE OF 1484.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 06° 11' 00" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 546.52 FEET; THENCE NORTH 82° 02' 57" EAST, ALONG THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 611, PAGE 1253 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 582.37 FEET TO INTERSECT THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 17 (A 75 FOOT RIGHT-OF-WAY); THENCE SOUTH 07° 54' 52" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 513.58 FEET; THENCE SOUTH 80° 44' 11" WEST, ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1741, PAGE 79 AND OFFICIAL RECORDS BOOK 1741, PAGE 75, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 715.69 FEET TO THE POINT OF BEGINNING.

PARCEL ID # 42-2N-27-0000-0002-0000

EXHIBIT "B"

PARTY 2 PROPERTY

A PORTION OF SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE WESTERLY RIGHT-OF-WAY POINT OF TANGENCY STATION 50+83.46 FOR U.S. HIGHWAY NO. 17 (ALSO KNOWN AS STATE ROAD NO. 5) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 74060-2506; THENCE NORTH 08°09'27" WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 17, A DISTANCE OF 469.78 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF WILLIAM BURGESS ROAD (A 100.0 FOOT RIGHT-OF-WAY), AS RECORDED IN OFFICIAL RECORD BOOK 1049, PAGES 1756-1758, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE SOUTH 81°50'03" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WILLIAM BURGESS ROAD, A DISTANCE OF 250.57 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1150.0 FEET; THENCE WESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°06'06", AN ARC DISTANCE OF 283.04 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 88°53'06" WEST A DISTANCE OF 282.32 FEET; THENCE NORTH 84°03'51" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 45.42 FEET; THENCE NORTH 04°57'45" WEST A DISTANCE OF 504.68 FEET; THENCE NORTH 80°29'42" EAST A DISTANCE OF 546.84 FEET TO INTERSECT THE WESTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 17; THENCE SOUTH 08°09'27" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 562.40 FEET TO THE POINT OF BEGINNING.

PARCEL ID# 42-2N-27-0000-0002-0460

EXHIBIT "C"

DEPICTION OF EASEMENT PREMISES

To be provided by the Parties