

CS-20-287

Headwaters Phase II

After recording return to:

Nassau County School District
Office of the Superintendent
1201 Atlantic Avenue
Fernandina Beach, FL 32034

Inst: 202145031643 Date: 08/26/2021 Time: 9:37AM
Page 1 of 34 B: 2490 P: 1746, Doc Type: AGR
John A. Crawford, Clerk of Court, Nassau County,
By: KN, Deputy Clerk

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Application Number: 2021SCR0014**Project Name: Headwaters Phase II**

**PUBLIC SCHOOL CONCURRENCY
PROPORTIONATE SHARE MITIGATION AGREEMENT**

THIS PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT ("Agreement"), is entered into by and between THE SCHOOL DISTRICT OF NASSAU COUNTY, a body corporate and political subdivision of the State of Florida, hereinafter referred to as "School District;" NASSAU COUNTY, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County" and Norraine A. Edwards Revocable Trust, whose address is PO Box 789, Yulee, FL 32041-0789, and Michael D. Edwards and Wendy D. Edwards, whose address is 86276 Pages Dairy Rd, Yulee, FL 32097, and Donald P. Edwards, whose address is 86288 Pages Dairy Rd, Yulee, FL 32097, and Oscar V. Edwards Marital Trust, whose address is 86288 Pages Dairy Rd, Yulee, FL 32097, hereinafter referred to collectively as "Applicant", together referred to as the "Parties."

RECITALS:

WHEREAS, in order to implement a system of school concurrency as provided in the Public School Facilities Element of the Nassau County 2030 Comprehensive Plan (the "Public School Facilities Element"), the School District, Nassau County, and the municipalities within Nassau County have entered into that certain "Amended Interlocal Agreement For Public School Facility Planning," dated as of August 2008 (the "Interlocal Agreement"); and

WHEREAS, the County and the School District have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards ("Level of Service" and "Level of Service Standards") required in the current Interlocal Agreement and the Public School Facilities Element; and

WHEREAS, pursuant to Section 10 of the Interlocal Agreement, Section 08.05 of the Public School Facilities Element, and Section 163.3180, Florida Statutes, an Applicant submitting a development permit application for residential development requiring a rezoning, subdivision plat approval, site plan approval, or the functional equivalent that will generate additional students in a concurrency service area, as established in the Public School Facilities Element, in which there is insufficient capacity to accommodate the anticipated additional students must enter into a

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proportionate share mitigation agreement and provide proportionate share mitigation to ensure that the minimum level of service standards are maintained as specified in the Interlocal Agreement, the Public School Facilities Element, and Florida Statutes; and

WHEREAS, applicants must submit a development permit application to the County along with a School Impact Analysis that identifies the proposed location of the residential development, the number of dwelling units that will be created, a phasing schedule (if applicable), and age restrictions for occupancy (if any) as well as all other information required pursuant to the Interlocal Agreement and Public School Facilities Element; and

WHEREAS, Applicant is the fee simple owner, or authorized agent of the owner, of that certain tract of land (Parcel Number(s) 51-3N-27-0000-0039-0040, 51-3N-27-0000-0039-0090, 51-3N-27-0000-0039-0050, 51-3N-27-0000-0039-0080, and 51-3N-27-0497-0004-0000) consisting of 67.32 ± acres and located in the Yulee South Concurrency Service Area specified in the Public School Facilities Element, which property is more particularly described on Exhibit "A," attached hereto and incorporated herein by reference (the "Property"), which such Property location is further illustrated by a map attached hereto as Exhibit "B," and incorporated herein by reference; and

WHEREAS, the Applicant has submitted a development permit application and School Impact Analysis to County in connection with a proposal to obtain a change of zoning in order to develop 50 single-family detached residential dwelling units on the Property (the "Development Permit Application"), which such Development Permit Application and School Impact Analysis have been forwarded to the School District; and

WHEREAS, the School District has reviewed and evaluated the Applicant's Development Permit Application and School Impact Analysis as required by the Interlocal Agreement; and

WHEREAS, the School District has determined that at the time of this Agreement, based on the current adopted Level of Service Standards, adequate high school capacity is available within the applicable Concurrency Service Area and any contiguous Concurrency Service Areas to accommodate the high school students the Development Permit Application is anticipated to generate for the proposed dwelling units; and

WHEREAS, the School District has determined that based on the current adopted Level of Service Standards, there is insufficient elementary and middle school capacity within the applicable Concurrency Service Area and any contiguous Concurrency Service Areas, including any anticipated new school capacity that will be available in the first three (3) years of the current School District Educational Facilities Plan, to accommodate the anticipated number of elementary and middle school students that the Development Permit Application will generate and that available school capacity will not be in place or under actual construction within three (3) years after the approval of the Development Permit Application; and

WHEREAS, approving the Development Permit Application without requiring Proportionate Share Mitigation for the impacts of the proposed new dwelling units will result in a failure of the adopted Level of Service Standards; and

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WHEREAS, the Applicant has agreed to enter into this Agreement with the School District and County to provide Proportionate Share Mitigation proportionate to the demand for Public School Facilities to be created by the Development Permit Application, as more particularly set forth herein; and

WHEREAS, the Parties agree that public school concurrency shall be satisfied by the Applicant's execution and full performance of this legally binding Agreement to provide mitigation proportionate to the demand for public school facilities to be created by the residential dwelling units proposed in the Development Permit Application ("Proportionate Share Mitigation").

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

SECTION 2. DEFINITION OF MATERIAL TERMS. Any capitalized terms used herein but not defined shall have the meaning attributed to such term in the Interlocal Agreement, as the context may require.

SECTION 3. LEGALLY BINDING COMMITMENT.

(A) This Agreement constitutes a legally binding commitment by the Applicant to mitigate for the impacts of the new residential dwelling units for which the Applicant is seeking approval pursuant to the Development Permit Application and satisfies the requirements of the Interlocal Agreement and Public School Facilities Element.

(B) The Parties agree that this Agreement satisfies the requirements of Section 163.3180(6)(h), Florida Statutes, as a legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created by the residential development proposed in the Development Permit Application.

SECTION 4. PROPORTIONATE SHARE MITIGATION. The Applicant shall provide the following Proportionate Share Mitigation in order to meet the demand for school capacity created by the proposed residential development, and to provide for capacity for 7.525 elementary school students and 3.950 middle school students, as follows, in accordance with Section 10.6 of the Interlocal Agreement and Section 09.03 of Public School Facilities Element:

(A) The payment of a total amount of THREE HUNDRED SEVENTY-NINE THOUSAND, ONE HUNDRED THIRTY-SIX DOLLARS AND NO/100 (\$379,136.00) for the Development Permit Application, which equates to SEVEN THOUSAND FIVE HUNDRED EIGHTY-TWO DOLLARS AND 72/100 (\$7,582.72) per dwelling unit as an appropriate proportionate share payment to enable the School District to maintain the Level of Service Standard for school capacity in the affected Concurrency Service Area or Concurrency Service Areas.

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(B) This proportionate share payment shall be made within eighteen (18) months of the Effective Date of this Agreement or at the time of approval by County of the final engineering plans for the Project or any phase of the Project, whichever occurs first. This payment shall be a condition precedent to the approval by the County of the final engineering plans for the Project and made directly to the School District.

SECTION 5. USE OF PROPORTIONATE SHARE MITIGATION. The School District shall direct any and all Proportionate Share Mitigation, provided in Section 4 above, to a school capacity project identified in the financially feasible five (5) year district work plan of the School District Educational Facilities Plan which mitigates the impacts from the proposed residential development in the Development Permit Application. If such a school capacity project does not exist in the School District Educational Facilities Plan, the School District may, in its sole discretion, add a school capacity project to mitigate the impacts from the proposed residential development, as provided in Section 10.6 of the Interlocal Agreement.

SECTION 6. CONCURRENCY RESERVATION.

(A) Upon final execution of this Agreement by all Parties hereto, the School District shall issue a School Concurrency Reservation Letter documenting that capacity will be available for the proposed residential development in the Development Permit Application. The County shall be entitled to rely on the School Concurrency Reservation Letter in its review and issuance of a Certificate of Concurrency for the proposed development; provided that nothing herein shall require the County to issue a Certificate of Concurrency for the Development Permit Application if the Applicant has otherwise failed to satisfy the requirements of the County's land development regulations.

(B) The duration and effect of any Certificate of Concurrency relating to the development provided in the Development Permit Application shall be in accordance with the Interlocal Agreement and Public School Facilities Element; however, in no event shall this School Concurrency Reservation Letter, a Certificate of Concurrency, or any capacity reservation based on the same, continue to be effective if the Applicant fails to perform its obligations under this Agreement.

SECTION 7. IMPACT FEE CREDIT.

(A) Any Proportionate Share Mitigation paid pursuant to this Agreement shall be credited on a dollar-for-dollar basis at fair market value toward any Educational System Impact Fees due for the same residential development included in the Development Permit Application, as provided in Section 10.7 of the Interlocal Agreement or as provided in Section 163.31801, Florida Statutes, as it is in effect on the Effective Date of this Agreement.

(B) The School District shall notify the County of the amount of the above described Proportionate Share Mitigation, which fair market value is THREE HUNDRED SEVENTY-NINE THOUSAND, ONE HUNDRED THIRTY-SIX DOLLARS AND NO/100 (\$379,136.00), and shall request Educational System Impact Fees credits in such amount on behalf of the Applicant upon receipt of the Proportionate Share Mitigation.

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(C) An entity that later applies for a building permit for any of the dwelling units included in the Development Permit Application shall obtain an assignment of all or a portion of the above mentioned Educational System Impact Fee credits from the Applicant and submit such assignment to the School District and County at the time the Educational Impact Fee is due in order to drawdown from the Educational System Impact Fee credits provided herein, for so long as the Applicant has any remaining Educational System Impact Fee credits. The Parties agree that all the requirements, including those in the Nassau County Comprehensive Impact Fee Ordinance, for the Applicant to receive the Educational System Impact Fee credits set forth herein for the Development Permit Application have been satisfied.

(D) Nothing in this Agreement shall be deemed to require the County to continue to levy or collect Educational System Impact Fees or, if levied, to maintain them at any certain level.

SECTION 8. NO GUARANTEE OF LAND USE. Nothing in this Agreement shall require County to approve the Development Permit Application.

SECTION 9. TERMINATION. This Agreement shall terminate and Applicant shall forfeit any administrative application fees paid under the following circumstances, unless the County and the School District agree to an extension of the Certificate of Concurrence provided to the Applicant:

(A) The County does not approve the Development Permit Application within one hundred eighty (180) days of the Effective Date of this Agreement. In such event, all Proportionate Share Mitigation paid by the Applicant shall be refunded to the Applicant.

(B) The Certificate of Concurrence expires in accordance with Section 9.9 of the Interlocal Agreement. In such case, this Agreement shall be terminated and any encumbered capacity shall become unencumbered. The Applicant will not be entitled to a refund of Proportionate Share Mitigation paid under this Agreement, but the value of the Proportionate Share Mitigation received shall be held as a credit toward any future Proportionate Share Mitigation that may be required for future residential development on the same property.

SECTION 10. COVENANTS RUNNING WITH THE LAND. This Agreement shall be binding, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

SECTION 11. NOTICES. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

Headwaters Phase II

School Board: Nassau County School District
Office of the Superintendent
1201 Atlantic Avenue
Fernandina Beach, FL 32034

Owner/Applicant: Norraine A. Edwards Revocable Trust
Norraine A. Edwards, Trustee
PO Box 789
Yulee, FL 32041-0789

Michael D. Edwards and Wendy D. Edwards
86276 Pages Dairy Rd
Yulee, FL 32097

Donald P. Edwards
86288 Pages Dairy Rd
Yulee, FL 32097

Oscar V. Edwards Marital Trust
Donald P. Edwards, Trustee
86288 Pages Dairy Rd
Yulee, FL 32097

with a copy to: Gregory Matovina
12443 San Jose Blvd
Jacksonville, FL 32223

County: Nassau County Manager
96135 Nassau Place, Suite 6
Yulee, FL 32097

SECTION 12. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

SECTION 13. DEFAULT. If any party to this Agreement materially defaults under the terms hereof, then a non-defaulting party shall give the defaulting party thirty (30) days' notice and a right to cure such breach. Should the Applicant of the property described herein fail to timely cure a default in meeting their obligations set forth herein, the School Concurrency Reservation Letter and Certificate of Concurrency, issued based upon payment and/or performance hereunder, shall be voided and the Applicant and the property described herein shall lose their right to concurrency under this Agreement and their right to Educational System Impact Fee credits under this Agreement. Further, in the case of such default, any development upon that property dependent upon such certificate will be stopped, until and unless the Agreement is reinstated or the default is cured or capacity becomes available and is granted through an appropriate

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application. Should County or School District fail to timely cure a default in meeting their obligations set forth herein, Applicant may seek any and all remedies available to it in law or equity.

SECTION 14. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

SECTION 15. EXHIBITS. All Exhibits attached hereto are a part of this Agreement and are fully incorporated herein by this reference.

SECTION 16. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be binding upon the parties hereto unless in writing and executed by all the Parties to this Agreement.

SECTION 17. ASSIGNMENT, TRANSFER OF RIGHTS. The Applicant may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property; provided, however, that any such assignment shall be in writing and shall require the prior written consent of all of the Parties hereto. Such consent may be conditioned upon the receipt by the other parties hereto of the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Applicant's obligations with regard to Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.

SECTION 18. SURETY. The Applicant shall post a surety bond or letter of credit in the amount of THREE HUNDRED SEVENTY-NINE THOUSAND, ONE HUNDRED THIRTY-SIX DOLLARS AND NO/100 (\$379,136.00) as security for provision of the required Proportionate Share Mitigation established herein within 180 days from approval of the Development Permit Application. The bond or letter of credit shall remain in effect until payment in full of all required Proportionate Share Mitigation monetary contributions. All bonds shall be obtained from a surety that is duly licensed or authorized to issue bonds for the limits and coverages so required.

SECTION 19. COUNTERPARTS. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

SECTION 20. RECORDING OF THIS AGREEMENT. The School District agrees to record this Agreement, at Applicant's expense, within fourteen (14) days after the Effective Date, in the Public Records of Nassau County, Florida.

SECTION 21. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement among the Parties with respect to the subject matter addressed herein, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

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SECTION 22. SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

SECTION 23. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Nassau County Code and venue for any action to enforce the provisions of this Agreement shall be in the Fourth Judicial Circuit Court in and for Nassau County, Florida.

SECTION 24. ATTORNEY’S FEES. In the event any party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against any other party hereto arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

SECTION 25. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures (the “Effective Date”).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below each signature:

[REST OF PAGE INTENTIONALLY LEFT BLANK]

Headwaters Phase II

SCHOOL DISTRICT

(corporate seal)

THE SCHOOL DISTRICT OF NASSAU
COUNTY, FLORIDA

WITNESSES

[Signature]
Connie M. Daugherty

By: [Signature]

Donna Martin, Chair

12 day of August, 2021.

ATTEST:

Approved as to Form:

[Signature]
Superintendent of Schools

[Signature]

Brett Steger
School District Attorney

12 day of August, 2021.

Headwaters Phase II

APPLICANT

Signed, witnessed, executed and acknowledged on this 14 day of June, 2021.

WITNESSES:

DEVELOPER/PROPERTY OWNER:
NORRAINE A. EDWARDS REVOCABLE TRUST

[Signature]

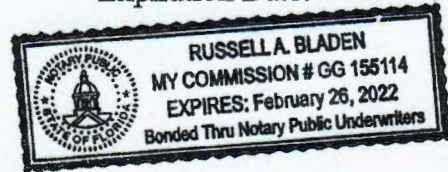
By: Norraine A. Edwards
Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14 day of June, 2021, by _____, as _____ on behalf of _____, who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public
Printed Name:
License No:
Expiration Date:

(Notary Stamp)



Headwaters Phase II

WITNESSES:

DEVELOPER/PROPERTY OWNER:
MICHAEL D. EDWARDS

Ann J. Hall
[Signature]

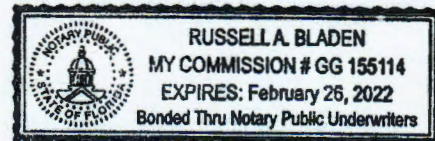
By: *Michael D Edwards*
Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14 day of June, 2021, by _____, who is personally known to me or who has produced _____ as identification.

Russell A. Bladen
Notary Public
Printed Name:
License No:
Expiration Date:

(Notary Stamp)



Headwaters Phase II

WITNESSES:

DEVELOPER/PROPERTY OWNER:
WENDY D. EDWARDS

[Signature]

[Signature]

By: Wendy D. Edwards
Title: _____

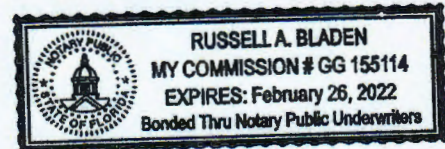
STATE OF FLORIDA)
) SS:
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14 day of June, 2021, by _____, who is personally known to me or who has produced _____ as identification.

[Signature]

Notary Public
Printed Name:
License No:
Expiration Date:

(Notary Stamp)



Headwaters Phase II

WITNESSES:

DEVELOPER/PROPERTY OWNER:
DONALD P. EDWARDS

[Signature]
[Signature]

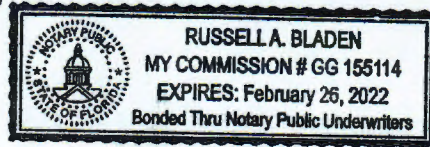
By: Donald P. Edwards
Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14 day of June, 2021, by _____ who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public
Printed Name:
License No:
Expiration Date:

(Notary Stamp)



Headwaters Phase II

WITNESSES:

DEVELOPER/PROPERTY OWNER:
OSCAR V. EDWARDS MARITAL TRUST

[Signature]

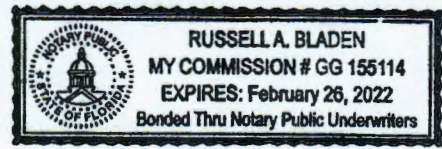
By: Donald P. Edwards
Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14 day of June, 2021, by _____, as _____ on behalf of _____, who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public
Printed Name:
License No:
Expiration Date:

(Notary Stamp)



Headwaters Phase II

COUNTY

NASSAU COUNTY, FLORIDA

WITNESSES

[Signature]
Jenny Mareatt

By: [Signature]

Aaron C. Bell Vice, Chair

23rd day of August, 2021.

ATTEST: Attestation: Only to
Authenticity as to Chairman's
Signature:

[Signature]
Clerk Ex-Officio Clerk

Approved as to Form:

[Signature]
Michael S. Mullin
Nassau County, Attorney

23rd day of August, 2021.

Headwaters Phase II

Exhibit A – Legal Description

5

PREPARED BY AND RETURN TO:
 TIMOTHY L. FLANAGAN, Esquire
 Post Office Box 40749
 Jacksonville, FL 32203

FOR RECORDER

INSTR # 200508252
 OR BK 01299 PGS 1529-1533
 RECORDED 03/04/2005 11:25:08 AM
 JOHN A. CRAWFORD
 CLERK OF CIRCUIT COURT
 NASSAU COUNTY, FLORIDA
 DOC TAX PD (F.S. 201.02) 0.70
 RECORDING FEES 44.00

Rec. 44.00
 Doc. .70
 44.70

WARRANTY DEED

THIS WARRANTY DEED is made as of January 18, 2005, between DONALD P. EDWARDS, also known as DONALD PATRICK EDWARDS, and NORRAINE A. EDWARDS, his wife, herein the "Grantor," conveying nonhomestead property, and NORRAINE A. EDWARDS, as Trustee of the NORRAINE A. EDWARDS REVOCABLE TRUST created November 22, 2004, herein the "Grantee," whose address is Post Office Box 1221, Yulee, Florida 32041, and whose taxpayer identification number is _____ (As used herein, the terms Grantor and Grantee shall include, where the context permits or requires, singular or plural, heirs, personal representatives, successors, or assigns.)

WITNESSETH, That the Grantor in consideration of Ten Dollars and other valuable considerations paid by the Grantee, receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does hereby grant, bargain, sell and convey unto the Grantee forever all of that certain property in Nassau County, Florida, described as follows:

See Exhibits A and B which are attached hereto and made a part hereof by reference.

Parcel Identification No. 51-3N27-0000-0039-0000

The foregoing legal description was provided to the preparer without the benefit of a survey or a title search and the preparer accepts no liability or responsibility whatsoever for any inaccuracies or improprieties contained therein or relating thereto.

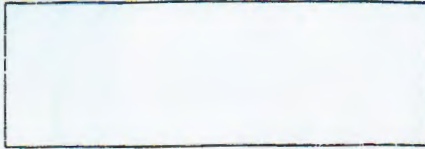
TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances, unto the Grantee in fee simple. And the Grantor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever.

THIS WARRANTY DEED IS MADE PURSUANT TO FLORIDA STATUTES SECTION 689.071 AND GRANTS UNTO GRANTEE ALL OF THE POWERS SET FORTH THEREIN INCLUDING, BUT NOT LIMITED TO, THOSE POWERS SET FORTH ON EXHIBIT "C" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

This conveyance is subject to covenants, easements and restrictions of record and ad valorem taxes levied or which may become a lien subsequent to December 31 of the calendar year next preceding the date hereof.

NOTE TO CLERK AND REVENUE DEPARTMENT: THIS INSTRUMENT IS A DEED TO OR BY A TRUSTEE OF UNENCUMBERED PROPERTY NOT PURSUANT TO A SALE AND IS THEREFORE NOT SUBJECT TO DOCUMENTARY STAMP TAX PURSUANT TO THE PROVISIONS OF SECTION 12B-4.014(2)(b) AND 12B-4.013(32)(a) OF THE FLORIDA ADMINISTRATIVE CODE.

F:\CLIENTS\TIM\EDWARDS-PAT\WARRANTY DEED.WPD



IN WITNESS WHEREOF, this deed has been executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

Elizabeth Ann McKinnon
Print Name: Elizabeth Ann McKinnon

Norraine A. Edwards
NORRAINE A. EDWARDS
Post Office Box 1221
Yulee, Florida 32041

James M. McKinnon
Print Name: James M. McKinnon

Donald P. Edwards
DONALD P. EDWARDS (also known as
DONALD PATRICK EDWARDS)
Post Office Box 1221
Yulee, Florida 32041

Elizabeth Ann McKinnon
Print Name: Elizabeth Ann McKinnon

James M. McKinnon
Print Name: James M. McKinnon

STATE OF FLORIDA

COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 18 day of Jan, 2005, by NORRAINE A. EDWARDS, who is personally well known to me or who has produced _____ as identification.

Russell A. Bladen
Signature of Notary Public

Official Notary Seal
Russell A. Bladen
Notary Public State of Florida
Commission No. DD090391
My Commission Exp. Feb. 28, 2008

STATE OF FLORIDA

COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 18 day of Jan, 2005, by DONALD P. EDWARDS (also known as DONALD PATRICK EDWARDS), who is personally well known to me or who has produced _____ as identification.

Russell A. Bladen
Signature of Notary Public

Official Notary Seal
Russell A. Bladen
Notary Public State of Florida
Commission No. DD090391
My Commission Exp. Feb. 28, 2008

EXHIBIT A

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE JOHN LOWE GRANT OR SECTION FIFTY-ONE (51), TOWNSHIP THREE (3) NORTH OF RANGE TWENTY-SEVEN (27) EAST, AND MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT A STAKE ON THE NORTH BOUNDARY OF THE RIGHT-OF-WAY OF THE SEABOARD AIR LINE RAILWAY RIGHT-OF-WAY AT THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DEEDED BY TIRY C. EDWARDS AND MINNIE LEE EDWARDS, HIS WIFE, TO OSCAR V. EDWARDS AND MARGARET D. EDWARDS, HIS WIFE, ON JANUARY 15TH, 1971 AND WHICH DEED IS RECORDED IN THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA IN BOOK 198 AT PAGE 38, AND RUN NORTH 16 DEGREES WEST FOR A DISTANCE OF 3640 FEET TO THE NORTHWEST BOUNDARY OF SAID SECTION 51, THENCE SOUTH 45 DEGREES WEST ALONG THE NORTHWEST BOUNDARY OF SAID SECTION 51 FOR A DISTANCE OF 686 FEET TO THE POINT OF BEGINNING. THEN CONTINUE SOUTH 45 DEGREES WEST A DISTANCE 686 FEET, THENCE SOUTH 16 DEGREES EAST FOR A DISTANCE OF 1450 FEET, THENCE NORTH 45 DEGREES EAST 686 FEET, THENCE NORTH 16 DEGREES WEST 1450 FEET TO THE POINT OF BEGINNING.

Subject to a non-exclusive easement of thirty feet (30.0') in width for purposes in access, egress, ingress and utilities, as depicted on the attached Exhibit "B."

EXHIBIT C

Whenever used on this Exhibit C, the term "Trust" shall mean the **NORRAINE A. EDWARDS REVOCABLE TRUST** dated November 22, 2004. Furthermore, whenever used on this Exhibit C, the terms "Grantee" and "Trustee" shall mean **NORRAINE A. EDWARDS**, whose address is Post Office Box 1221, Yulee, Florida 32041, or any successor trustee for the Trust at later date.

Full power and authority is hereby granted to Grantee to deal in and with the property or any interests therein or any part thereof, to protect, conserve, and to sell, lease, encumber, or otherwise manage and dispose of the property, it being intended that the Grantee shall have full rights of ownership over the property in accordance with Florida Statute 689.071.

In no case shall any party dealing with the Grantee in relation to the property, or to whom the property or any part hereof shall be conveyed, contracted to be sold, leased or mortgaged by the Grantee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the property, or be obliged to see that the conditions and terms of the Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Grantee, or be obliged or privileged to inquire into any of the conditions or terms of the Trust. Every deed, trust deed, mortgage, lease or other instrument executed by the Grantee in relation to the property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument that:

- a. At the time of the delivery thereof the Trust was in full force and effect;
- b. Such conveyance or other instrument was executed in accordance with the Trust agreement, its conditions, terms and limitations contained therein, and any amendments thereof and such is binding upon all Trust beneficiaries;
- c. Grantee named herein as Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and
- d. If a conveyance was made to a successor or successors in Trust, that such successor or successors in Trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

Notwithstanding anything herein or in any other instrument relating hereto to the contrary, Grantee named herein as a Trustee received this instrument in its capacity as Trustee only and it is agreed that no person will look to the Trustee individually or personally or to the Trustee's individual assets but only to the Trust of which it is Trustee and the assets of that trust for any liability under any such instrument.

INSTR # 201316030, Book 1861, Page 879 Doc Type D, Pages 4, Recorded 06/12/2013 at 10:36 AM, John A Crawford, Nassau County Clerk of Circuit Court, Deed Doc. D \$0.70 Rec. Fee \$35.50

Recording requested by: <u>Norraine Edwards</u>	Space above reserved for use by Recorder's Office
When recorded, mail to:	Document prepared by:
Name: <u>Norraine A. Edwards</u>	Name <u>Norraine A. Edwards</u>
Address: <u>P O Box 789</u>	Address <u>P O Box 789</u>
City/State/Zip: <u>Yulee, FL 32041</u>	City/State/Zip <u>Yulee, FL 32041</u>
Property Tax Parcel/Account Number: 51-3N27-0000-0039-0000	

Warranty Deed

This Warranty Deed is made on June 11, 2013, between Norraine A. Edwards, Trustee
 Grantor, of P O Box 789, Norraine A. Edwards Revocable Trust, City of
Yulee, State of Florida 32041, and
Norraine A. Edwards Trustee, Grantee, of P O Box 789
Norraine A. Edwards Revocable Trust, City of Yulee, State of Florida 32041.

For valuable consideration, the Grantor hereby sells, grants, and conveys the following described real estate, in fee simple, to the Grantee to have and hold forever, along with all easements, rights, and buildings belonging to the described property, located at Exhibit A and B,
 _____, City of Yulee, State of Florida 32097 :

The Grantor warrants that it is lawful owner and has full right to convey the property, and that the property is free from all claims, liabilities, or indebtedness, and that the Grantor and its successors will warrant and defend title to the Grantee against the lawful claims of all persons. Taxes for the tax year of 2013 shall be prorated between the Grantor and Grantee as of the date of recording of this deed.

Dated: June 11, 2013

Norraine A. Edwards

Signature of Grantor

Norraine A. Edwards Trustee of Norraine A. Edwards Revocable Trust

Name of Grantor

T. Frederickson

Signature of Witness #1

Tom Frederickson

Printed Name of Witness #1

J. C. Gaddy

Signature of Witness #2

J. C. Gaddy

Printed Name of Witness #2

State of Florida County of Nassau

On June 11, 2013, the Grantor, Norraine A. Edwards Trustee,
Norraine A. Edwards Revocable Trust,
personally came before me and, being duly sworn, did state, acknowledge and prove that he/she is the
person described in the above document and that he/she signed the above document in my presence.

Russell A. Bladen
Notary Signature



Notary Public,

In and for the County of Nassau State of Florida

My commission expires: _____ Seal

Send all tax statements to Grantee.

Exhibit A

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE JOHN LOWE GRANT OR SECTION 51, TOWNSHIP 3 NORTH OF RANGE 27 EAST, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1299, PAGE 1529 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID LANDS, SAID LINE ALSO BEING THE NORTHWEST BOUNDARY OF SECTION 51 AFOREMENTIONED, SOUTH 45°00'00" WEST, A DISTANCE OF 686.00 FEET TO A POINT, THENCE SOUTH 16°00'00" EAST, ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 476.52 FEET TO A POINT; THENCE NORTH 74°00'00" EAST, DEPARTING FROM LAST SAID LINE, A DISTANCE OF 176.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 11°00'00" WEST, A DISTANCE OF 245.00 FEET; THENCE NORTH 74°00'00" EAST, A DISTANCE OF 143 FEET MORE OR LESS TO THE EDGE OF WATER OF A POND; THENCE IN A PRIMARILY SOUTHEASTERLY DIRECTION, ALONG THE EDGE OF WATER OF SAID POND A DISTANCE OF 305 FEET MORE OR LESS TO A POINT IN A LINE WHICH BEARS NORTH 74°00'00" EAST, 250 FEET MORE OR LESS FROM THE POINT OF BEGINNING; THENCE SOUTH 74°00'00" WEST, DEPARTING FROM SAID EDGE OF WATER, A DISTANCE OF 250 FEET MORE OR LESS TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED LANDS CONTAIN 1.28 ACRES, MORE OR LESS.

SUBJECT TO A NON-EXCLUSIVE EASEMENT OF THIRTY FEET (30.0') IN WIDTH FOR PURPOSES IN ACCESS, EGRESS, INGRESS AND UTILITIES AS DEPICTED ON THE ATTACHED EXHIBIT "B" OF OFFICIAL RECORDS BOOK 911, PAGE 230 OF SAID PUBLIC RECORDS.

TOGETHER WITH AND SUBJECT TO A FLORIDA POWER AND LIGHTS EASEMENT FOR UTILITIES. 7.5 FEET EITHER SIDE OF UTILITY LINES



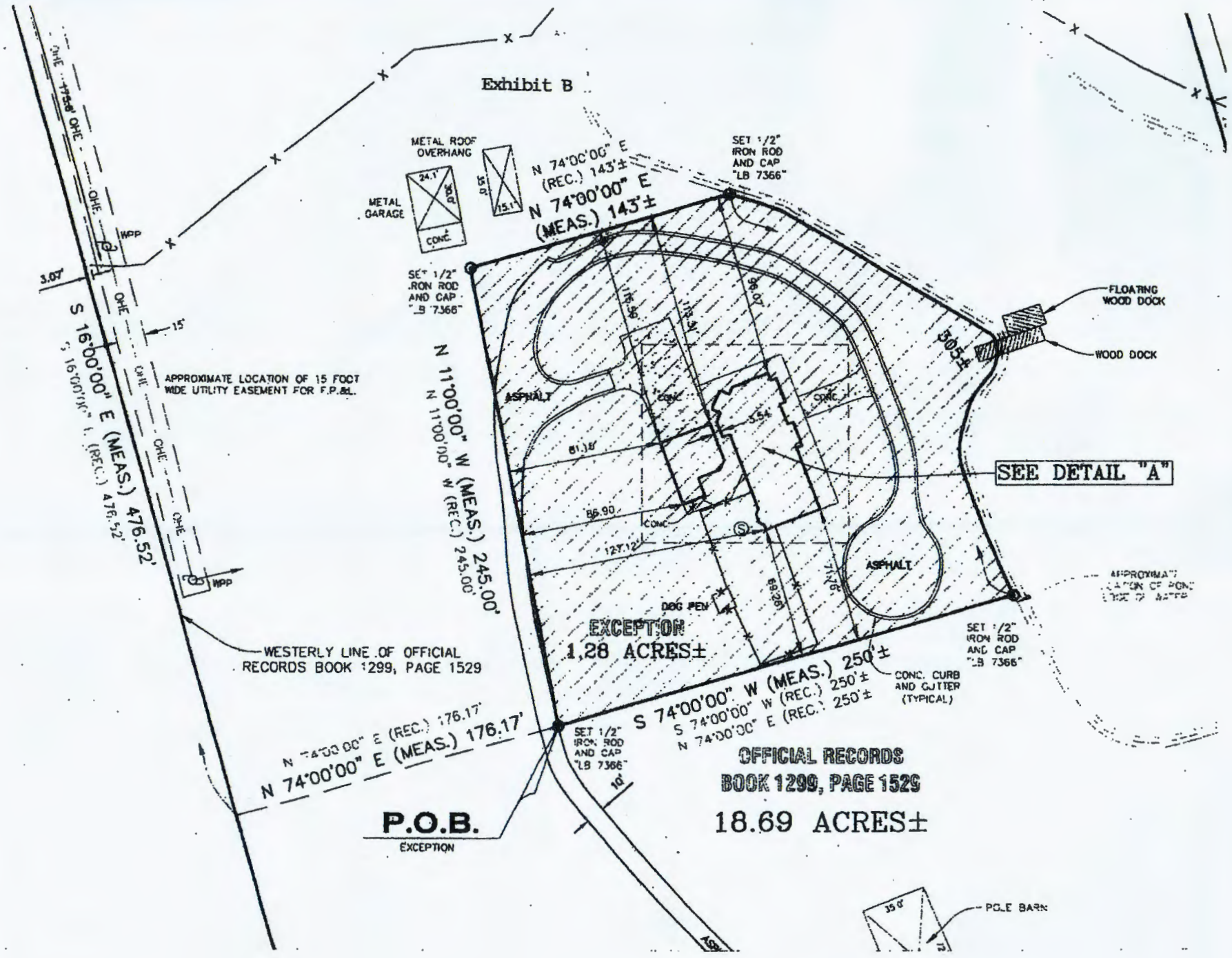
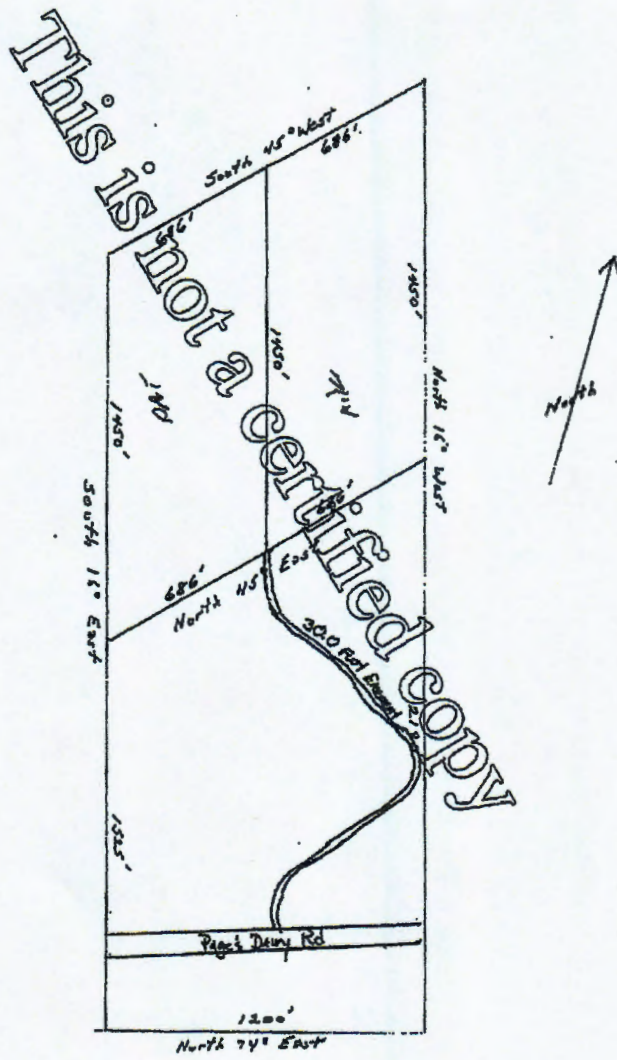


EXHIBIT B



Doc# 9938980
Book: 911
Pages: 230 - 232
Filed & Recorded
12/13/99 02:17:14 PM
J. H. OXLEY JR
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
DEED DOC STAMP \$ 0.70
RECORDING \$ 13.00
TRUST FUND \$ 2.00

This instrument was prepared by Clyde W. Davis, Attorney at Law, 20 So. 5th Street, Fernandina Beach, Florida. Title to the Lands described herein has not been examined by me and no warranty or representation; expressed or implied, is given as to the marketability or condition of the title to the property, the quality of lands included therein, the location of the boundaries or the existence of liens, encumbrances or unpaid taxes.

DS. 70
15.70

WARRANTY DEED WITH LIMITED RESERVATION OF TIMBER

This indenture made this 9 day of December, 1999, between **OSCAR VINSON EDWARDS** and **MARGARET DOLORES EDWARDS**, his wife, of the County of Nassau and the State of Florida, Grantor, and **MICHAEL D. EDWARDS** and **WENDY D. EDWARDS**, his wife, whose mailing address is: 1838 Pages Dairy Road, Yulee, FL 32097, of the County of Nassau, State of Florida, Grantees;

Witnesseth: That said Grantor, for and in consideration of the **LOVE AND AFFECTION**, to said Grantor paid by said Grantee, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Nassau County, Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

Subject to Covenants, Easements and Restrictions of record, if any, and taxes and assessments subsequent to December 31, 1999. Grantor reserves the exclusive ownership, use, possession and right to consume, manage, transfer, harvest, sell, use, possess and control all of the timber on the property during that period beginning of even date herewith and continuing for a period of five (5) years thereafter, including the right to receive all of the rents and profits relating to such timber during such time.

Together with a non-exclusive easement of thirty feet (30.0') in width for purposes in access, egress, ingress and utilities, as depicted on the attached Exhibit "B".

Parcel ID Number of the property is: 51-3N-27-0000-0039-0000

and said Grantor does fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

[Signature]
WITNESS:
print name of witness
RUST E. WAGNER

[Signature]
OSCAR VINSON EDWARDS

[Signature]
WITNESS:
print name of witness
DAVID S. SHAFER

[Signature]
MARGARET DOLORES EDWARDS

STATE OF FLORIDA)
COUNTY OF NASSAU)

Acknowledged, executed and subscribed before me this 9 day of December, 1999, by **OSCAR VINSON EDWARDS** and **MARGARET DOLORES EDWARDS**, his wife, personally known to me or who produced known to me as identification and who did not take an oath.

[Signature]
NOTARY PUBLIC
Print Name:
My Commission Expires:

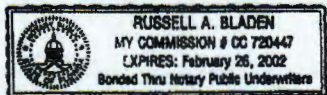
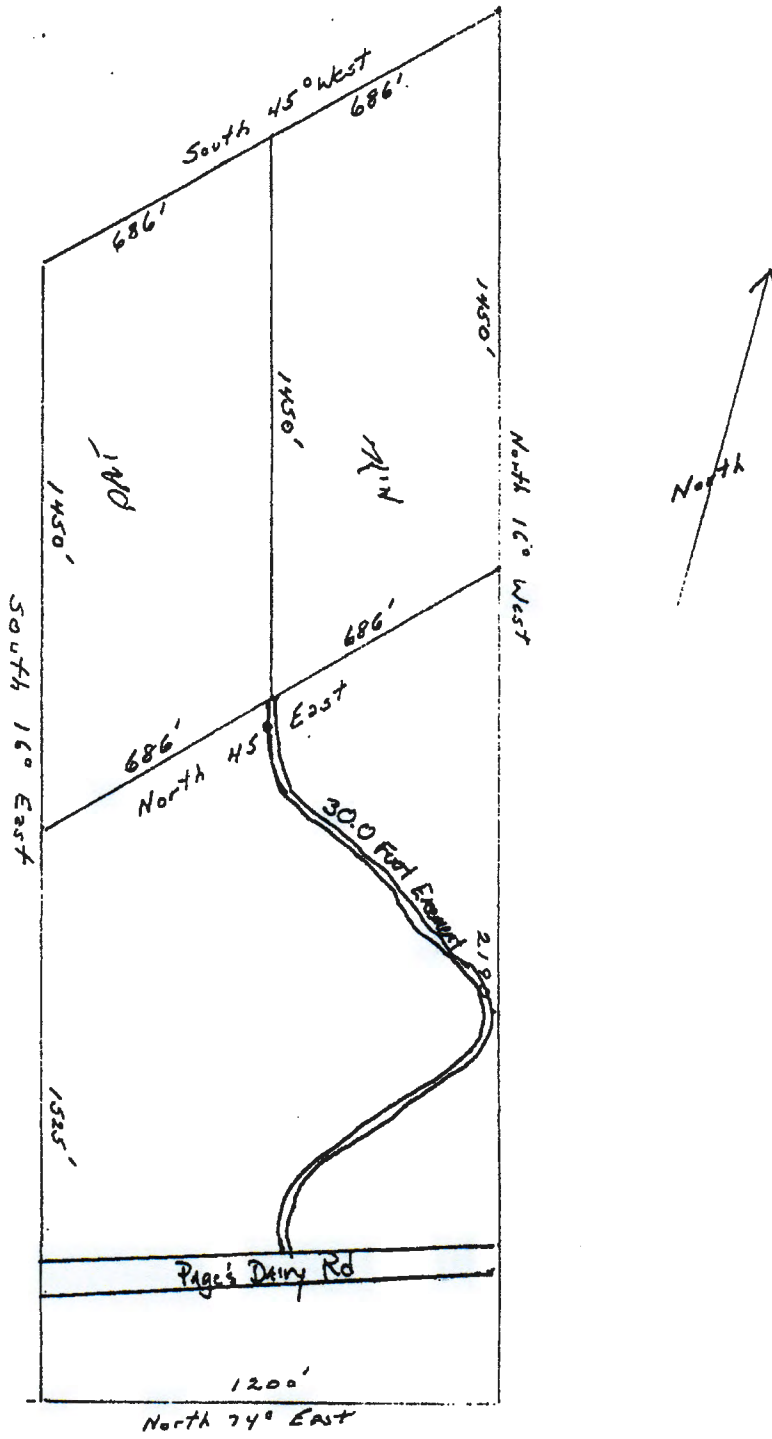


EXHIBIT A

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE JOHN LOWE GRANT OR SECTION FIFTY-ONE (51), TOWNSHIP THREE (3) NORTH OF RANGE TWENTY-SEVEN (27) EAST, AND MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT A STAKE ON THE NORTH BOUNDARY OF THE RIGHT-OF-WAY OF THE SEABOARD AIR LINE RAILWAY RIGHT-OF-WAY AT THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DEEDED BY TIRY C. EDWARDS AND MINNIE LEE EDWARDS, HIS WIFE, TO OSCAR V. EDWARDS AND MARGARET D. EDWARDS, HIS WIFE, ON JANUARY 15TH, 1971, AND WHICH DEED IS RECORDED IN THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, IN BOOK 198 AT PAGE 38, AND RUN NORTH 16 DEGREES WEST FOR A DISTANCE OF 2190 FEET TO THE POINT OF BEGINNING. THEN CONTINUE NORTH 16 DEGREES WEST 1450 FEET TO THE NORTHWEST BOUNDARY OF SAID SECTION 51, THENCE SOUTH 45 DEGREES WEST ALONG THE NORTHWEST BOUNDARY OF SAID SECTION 51 FOR A DISTANCE OF 686 FEET, THENCE SOUTH 16 DEGREES EAST FOR A DISTANCE OF 1450 FEET, THENCE NORTH 45 DEGREES EAST 686 FEET AND THE POINT OF BEGINNING.

EXHIBIT B



File No. 2016-057-td
Certificate No. 1654
Parcel ID. 51-3N-27-0497-0004-0000

TAX DEED

State of FLORIDA
County Of NASSAU

The following Tax Sale Certificate Numbered 1654 issued on May 29, 2013 was filed in the office of the tax collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was sold on the 23rd day of February, 2016, offered for sale as required by law for cash to the highest bidder and was sold to MARGARET D EDWARDS TRUSTEE whose address is OSCAR V EDWARDS MARITAL TRUST 86288 PAGES DAIRY RD YULEE, FL, 32097 being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on the 23rd day of February, 2016, in the County of Nassau, State of Florida, in consideration of the sum of (\$13,000.00) Thirteen thousand dollars only, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

LOT 4 OR 1253/1800 EZELL ACRES PB 5/326

Witness:

Rhoda Goodwin
RHODA GOODWIN
Cheryl A. Salmon
CHERYL A. SALMON

John A. Crawford
JOHN A. CRAWFORD (Seal)
Clerk of the Circuit Court
NASSAU COUNTY, FL



State of FL
County Of NASSAU

On the 23rd DAY OF FEBRUARY 2016, before me LORI M. GAMBLE personally appeared JOHN A. CRAWFORD Clerk of the Circuit Court in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and office seal date aforesaid.

Lori M. Gamble
LORI M. GAMBLE, Notary Public

Prepared by:
John A. Crawford
Clerk of the Circuit Court
76347 Veterans Way
Yulee, Florida 32097



LORI M. GAMBLE
Notary Public, State of Florida
My Comm. Expires Aug. 18, 2017
Commission No. FF 27444

FLORIDA'S OLDEST WEEKLY NEWSPAPER
NEWS LEADER
AMELIA ISLAND • FERNANDINA BEACH • NASSAU COUNTY

Published Weekly
511 Ash Street/P.O. Box 16766 (904) 261-3696
Fernandina Beach, Nassau County, Florida 32035

STATE OF FLORIDA
COUNTY OF NASSAU:

Before the undersigned authority personally appeared
Michael B. Hankins

Who on oath says that he is the Advertising Director of the
Fernandina Beach News-Leader, a weekly newspaper published at
Fernandina Beach in Nassau County, Florida; that the attached
copy of advertisement, being a Legal Notice in the matter of

NOTICE OF APPLICATION FOR TAX DEED
HARRY STRATTON
2015-057-TD

Was published in said newspaper in the issues of

1/20, 1/27, 2/03 & 2/10/2016
Ref #5810

Affiant further says that the said Fernandina Beach News-Leader is
a newspaper published at Fernandina Beach, in said Nassau
County, Florida and that the said newspaper has heretofore been
continuously published in said Nassau County, Florida, each week
and has been entered as second class mail matter at the post office
in Fernandina Beach in said Nassau County, Florida, for a period
of one year next preceding the first publication of the attached copy
of advertisement; and Affiant further says that he has neither paid
nor promised any the purpose of securing this advertisement for
publication in the said newspaper.

Sworn to and subscribed before me
This 10th day of February A.D. 2016.

Robert O. Fiege, Notary Public

Personally Known



NOTICE OF APPLICATION FOR TAX DEED
NOTICE IS HEREBY GIVEN that HARRY STRATTON, the holder of the following certificate(s) has filed said certificate(s) for a tax deed to be issued thereon. The certificate number(s) and year of issuance, the description of the property, and the name(s) to which it is assessed are as follows:
File Number: 2015-057-TD
Certificate Number: 1654
Parcel Number: 51-31-27-0497-0004-0000
Year of Issuance: 2013
Description of Property: LOT 4 OR 1253/1800 EVELL ACRES PB 6/526
Assessed To: DAVID BENJAMIN, KIMBERLY A BENJAMIN
All of the above property is located in Nassau County, in the State of Florida.
Unless such certificate(s) can be redeemed according to law, the property described in such certificate or certificates will be sold to the highest bidder at the MAIN ENTRANCE OF THE ROBERT M POSTER JUSTICE CENTER, 76347 VETERANS WAY, YULEE, FL, on the 23rd day of February, 2016, between the hours of 11:00 and 2:00 p.m. The Clerk of Court's Office Policy is to hold the sale at 11:00 a.m.
JOHN A. CRAWFORD
NASSAU COUNTY
CLERK OF COURT
BY: RHODA GOODWIN,
DEPUTY CLERK
If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator at (904) 848-4900 prior to, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.
02-20-27-2016 & 2-03-10-2016
8/10

REC'D JUN 26 1975

OFFICIAL RECORDS WARRANTY DEED BOOK 198 PAGE 38

This WARRANTY DEED, made the 15th day of January, A.D., 1971, by Tiry C. Edwards and Minnie Lee Edwards, his wife, of the County of Duval, State of Florida, hereinafter called the grantors, to Oscar Vinson Edwards and Margaret Dolores Edwards, his wife, whose permanent address is Route #2, Box #416, Jacksonville, County of Duval, State of Florida, hereinafter called the grantees.

WITNESSETH, That the said grantors, in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, do give, grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said grantees and their heirs and assigns in fee simple, the lands situate in Nassau County, State of Florida, described as follows:

Commencing Three Hundred and Thirty (330) yards from the center of the run of the bay, East of Hart's Road (now Yulee) and Sixty (60) feet from the center of the Seaboard Air Line Railway tracks thence running in an Easterly direction parallel with said railroad tracks, Two Hundred and Ninety (290) yards, thence running in a Northernly direction at right angles with said railway tracks Two Hundred and Twenty yards (220), thence Westerly Two Hundred and Twenty (220) yards, thence in a Southernly direction One Hundred and Fifty (150) yards, thence running in a Westerly direction Seventy (70) yards, thence running in a Southernly direction Seventy (70) yards to the point of beginning, except a small piece of land Fifty (50) feet wide and Sixty (60) feet deep near the center of the above described property, reserved for a cemetery and designated and marked off by stakes or fence enclosure. All in Sec. 51, T.3 N., R.27 E.

All that certain lot, tract or parcel of land situate, lying and being in the John Lowe Grant or Section Fifty-one (51), Township Three (3) North of Range Twenty-seven (27) East, and more fully described as follows: Beginning at a stake on the North Boundary of the right-of-way of the Seaboard Air Line Railway right-of-way at the Southeast corner of that certain tract of land deeded by Mrs. E. J. Johnson to E. R. Snowball on February 12th, 1879, and which deed is recorded in the Public Records of Nassau County, Florida, in Book R at Page 72, and run North 16 degrees West for a distance of 3640 feet to the Northwest Boundary of said Section 51, thence South 45 Degrees West along the Northwest Boundary of said Section 51 for a distance of

Prepared By LAWRENCE C. CASE, Attorney at Law
P. O. Box 2230
Jacksonville, Florida 32203

1146-00
55-30
57-55
6-85

OFFICIAL RECORDS

deed is recorded in the Public Records of Nassau County, Florida, in Book R at Page 72; and that other tract of land deeded by Mrs. Eliza J. Johnson to J. C. Whittmore dated Nov. 19th, 1881, and which deed is recorded in the Public Records of Nassau County, Florida, in Book T at Page 62. The tract of land hereby conveyed, containing 80.1 acres, more or less.

It is intended hereby to convey that property contained in deed from Marjorie G. Beeghly and E. J. Beeghly to Tiry C. Edwards and Minnie Lee Edwards dated 11/20/1936, recorded in Deed Book 92, Pages 154-155 and deed from Tiry C. Edwards to Tiry C. Edwards and Minnie Lee Edwards dated 11/9/1964, recorded in O.R. Book 50, Page 597. Both deeds recorded in Public Records of Nassau County, Florida.

TO HAVE AND TO HOLD the same together with the hereditaments and appurtenances, unto the said grantees, and their heirs and assigns in fee simple.

AND the said grantors, for themselves and their heirs and legal representatives, covenant with said grantees, their heirs, legal representatives and assigns: That said grantors are indefeasibly seized of said land in fee simple; that said grantors have full power and lawful right to convey said lands in fee simple, as aforesaid; that it shall be lawful for said grantees, their heirs, legal representatives and assigns, at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all incumbrances; that said grantors, their heirs and legal representatives, will make such further assurances to perfect the fee simple title to said land in said grantees, their heirs, legal representatives and assigns, as may reasonably be required; and that said grantors do hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

WITNESS the hands and seals of said grantors the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

Allen S. Farris 29188

Tiry C. Edwards (SEAL)

Anna C. Harvey

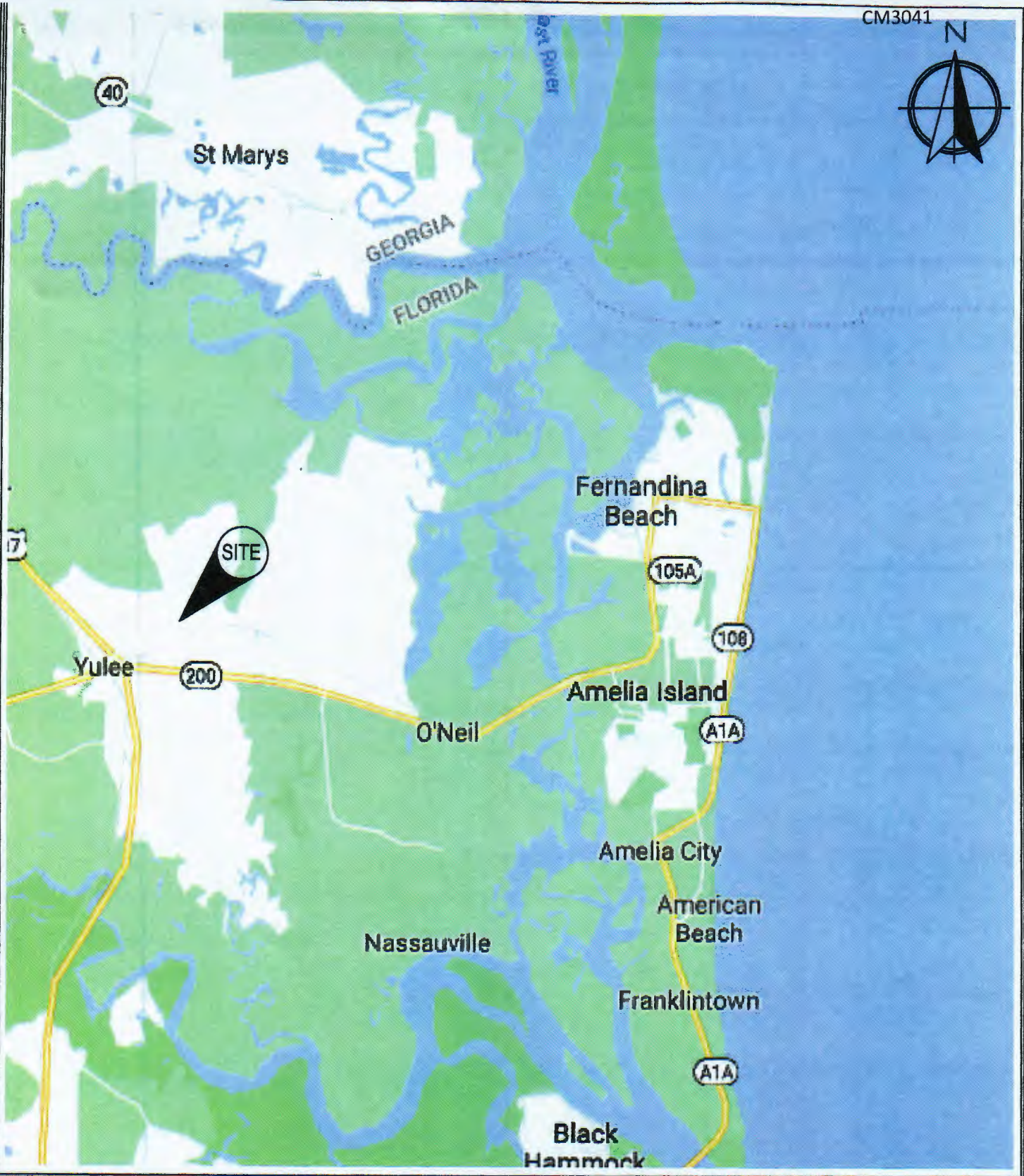
Minnie Lee Edwards (SEAL)

1975 JUN 26 PM 1:46

BOOK 102 PAGE 30

Headwaters Phase II

Exhibit B – Location Map



REFERENCE:

Google.com