

CS-21-238

Contract No. 2441-A1

This Instrument Prepared By:
Celeda Wallace
Action No. 45214
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 450032122
PA NO. 45-183509-001-ES

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Nassau County, Florida, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 10, Township 03 North, Range 28 East, in Amelia River, Nassau County, Florida, containing 32,234 square feet, more or less, as is more particularly described and shown on Attachment A, dated November 12, 2002.

TO HAVE THE USE OF the hereinabove described premises from June 27, 2022, the effective date of this lease renewal, through June 27, 2027, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a concrete boat ramp with accessory docks to be used exclusively for launching and retrieval of recreational vessels in conjunction with an upland parking lot and boat trailer staging area, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 25, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 45-183509-001-ES, dated June 27, 2002, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(32), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Nassau County Florida
Parks and Recreation Department
76347 Veterans Way, Suite 4000
Yulee, FL 32097

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:
Kathy C Griffin
 Original Signature
Kathy C Griffin
 Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
 IMPROVEMENT TRUST FUND OF THE STATE
 OF FLORIDA
 (SEAL)
 BY: *[Signature]*
 Brad Richardson, Chief, Bureau of Public Land Administration,
 Division of State Lands, State of Florida Department of
 Environmental Protection, as agent for and on behalf of the Board
 of Trustees of the Internal Improvement Trust Fund of the
 State of Florida.

Celada Wallace
 Original Signature
Celada Wallace
 Print/Type Name of Witness

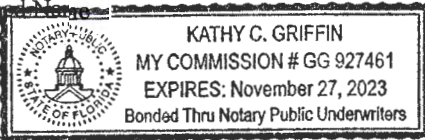
"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this 2nd day of June, 2022, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:
Jada Roulhac
 DEP Attorney
 4/15/2022
 Date

Kathy C Griffin
 Notary Public, State of Florida

Printed, Typed or Stamped Name
 My Commission Expires
 Commission/Serial No.


WITNESSES:

[Handwritten Signature]
Original Signature

Heather Nazworth
Typed/Printed Name of Witness

[Handwritten Signature]
Original Signature

Melissa Lucey
Typed/Printed Name of Witness

Nassau County, Florida (SEAL)

By its Board of County Commissioners

BY: [Handwritten Signature]
Original Signature of Executing Authority

Aaron C. Bell
Typed/Printed Name of Executing Authority

Chairman
Title of Executing Authority

“LESSEE”

STATE OF Florida

COUNTY OF Nassau

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 23rd day of May, 2022, by Aaron C. Bell as Chairman, for and on behalf of the Board of County Commissioners of Nassau County, Florida. He is personally known to me or who has produced as identification.

My Commission Expires:

December 28, 2025

Commission/Serial No. HH212240

[Handwritten Signature]
Signature of Notary Public

Notary Public, State of Florida

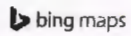
Heather Nazworth
Printed, Typed or Stamped Name



HEATHER NAZWORTH
Notary Public, State of Florida
My Comm. Expires December 28, 2025
Commission No. HH 212240

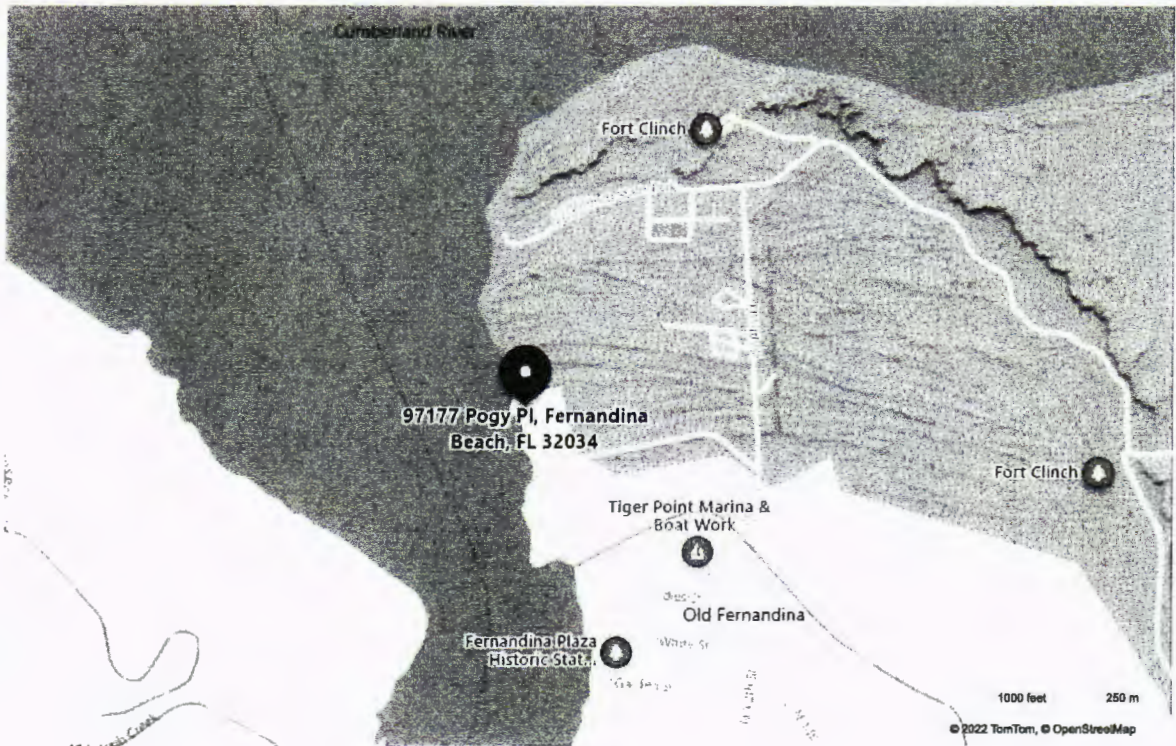
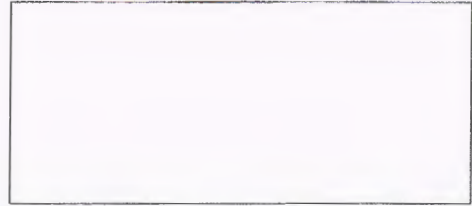
3/30/22, 8:18 AM

Bing Maps - Directions, trip planning, traffic cameras & more



97177 Pogy Pl, Fernandina Beach, FL 32034

Location: 30.695639, -81.459581



SKETCH OF DESCRIPTION

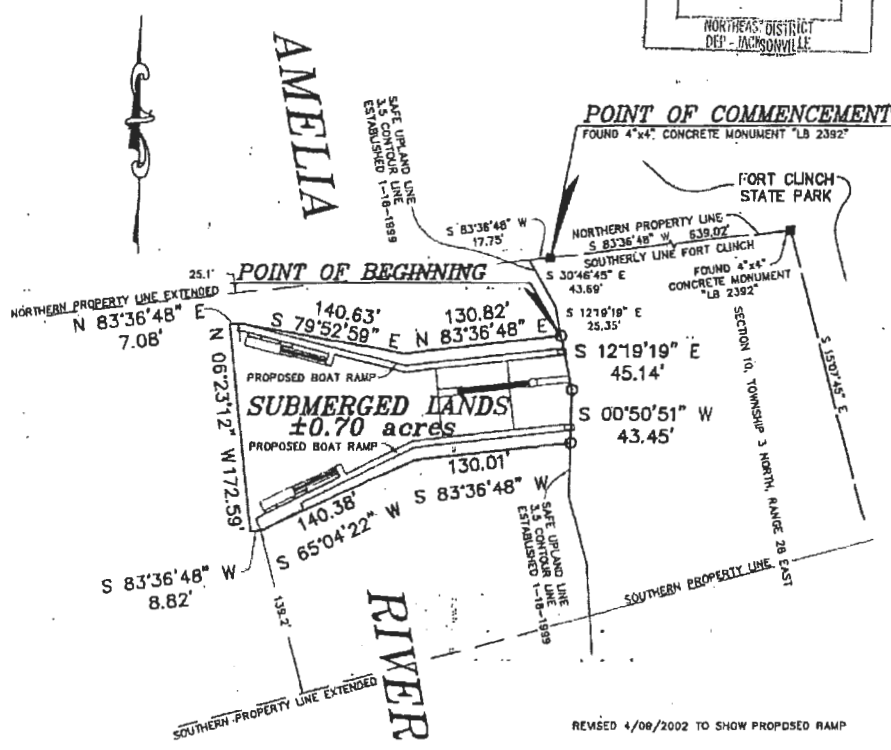
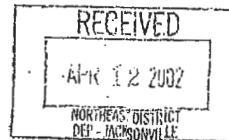
LEGAL DESCRIPTION FOR SUBMERGED LAND LEASE PARCEL

A PORTION OF THE SUBMERGED LANDS OF THE AMELIA RIVER LYING WESTERLY OF THE SAFE UPLAND LINE (3.5 CONTOUR LINE) AS ESTABLISHED JANUARY 18, 1999 AND ADJACENT TO UPLANDS OF A PORTION OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4"x4" CONCRETE MONUMENT (LB 2392) ON A SOUTHERLY LINE OF LAND BELONGING TO FORT CLINCH STATE PARK LYING SOUTH 83°36'48" WEST, A DISTANCE OF 639.02 FEET FROM A FOUND 4"x4" CONCRETE MONUMENT (LB 2392) MARKING AN ANGLE POINT OF SAID FORT CLINCH LANDS; THENCE SOUTH 83°36'48" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 17.75 FEET TO THE SAFE UPLAND LINE; THENCE ALONG SAID SAFE UPLAND LINE THE FOLLOWING TWO (2) COURSES; (1) SOUTH 30°46'45" EAST, A DISTANCE OF 43.69 FEET; (2) SOUTH 12°19'19" EAST, A DISTANCE OF 25.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SAFE UPLAND LINE THE FOLLOWING TWO (2) COURSES; (1) SOUTH 12°19'19" EAST, A DISTANCE OF 45.14 FEET (2) SOUTH 00°50'51" WEST, A DISTANCE OF 43.45 FEET; THENCE SOUTH 83°36'48" WEST A DISTANCE OF 130.01 FEET; THENCE SOUTH 65°04'22" WEST A DISTANCE OF 140.38 FEET; THENCE SOUTH 83°36'48" WEST A DISTANCE OF 8.82 FEET; THENCE NORTH 06°23'12" WEST A DISTANCE OF 172.59 FEET; THENCE NORTH 83°36'48" EAST A DISTANCE OF 7.08 FEET; THENCE SOUTH 79°52'59" EAST A DISTANCE OF 140.63 FEET; THENCE NORTH 83°36'48" EAST A DISTANCE OF 130.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.70 ACRES, MORE OR LESS.

PREPARED FOR:
NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS



REVISED 4/08/2002 TO SHOW PROPOSED RAMP

TOTAL SHORELINE CONTIGUOUS TO PROPERTY = 303 FEET MORE OR LESS

THIS DOES NOT PURPORT TO BE A BOUNDARY SURVEY

BY: *Stephen W. Hoffman*
STEPHEN W. HOFFMAN, P.S.M.
FLORIDA REGISTERED SURVEYOR AND
MAPPER CERTIFICATE No. 5774

Olde Isle Surveying & Mapping Company

OLDE ISLE SURVEYING & MAPPING COMPANY
493 North U.S. Highway 17, Suite 2, Yulee FL 32097
(904) 325-0587 FAX (904) 845-0458
CERTIFICATE OF AUTHORIZATION NUMBER LB 8758

SCALE: 1"=100'
DATE: 10/15/01
DRN BY: SWH
CHK BY: SH
JOB NO. 89008
P.S. NO. N/A
PAGE NO. N/A

© No. 99008-SUBMERGED

5

This Instrument Prepared By:
Peter Fodor
The Trust for Public Land
306 North Monroe Street
Tallahassee, Florida 32301

Property Appraiser's Parcel
Identification Number: 10-3N-28-0000-0002-000

Doc# 200108853
Book: 977
Pages: 1784 - 1788
Filed & Recorded
03/27/2001 03:10:11 PM
J. M. OXLEY JR
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING \$ 21.00
TRUST FUND \$ 3.00

Rev. 24.00
Doc exempt

**WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)**

THIS INDENTURE, made this 16 day of March A.D. 2001, between THE TRUST FOR PUBLIC LAND, a nonprofit California corporation of the County of Leon, the State of Florida, Grantor, and BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 3163 Bailey Road, Fernandina Beach, Florida 32034, Grantee.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Nassau County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed, and to taxes for the current and subsequent years.

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

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO
CHAPTER 201.02(6), FLORIDA STATUTES.

Book 977 Page 1785

Signed, sealed and delivered in the presence of:

THE TRUST FOR PUBLIC LAND

Peter Fodor
(SIGNATURE OF FIRST WITNESS)

By: W. Dale Allen
W. Dale Allen
Senior Vice President
The Trust for Public Land
306 North Monroe Street
Tallahassee, Florida 32301

Peter Fodor
(PRINTED NAME OF FIRST WITNESS)

Carol Penrose
(SIGNATURE OF SECOND WITNESS)

(CORPORATE SEAL)

CAROL PENROSE
(PRINTED NAME OF SECOND WITNESS)

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this 16th day of March, 2001, by W. Dale Allen, Senior Vice President of the Trust for Public Land. Such person is personally known to me or produced _____ as identification.

Diana F. Webb
Notary Public

(NOTARY SEAL)



Diana F. Webb
MY COMMISSION # CC921241 EXPIRES
March 22, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

EXHIBIT "A" Book 977 Page 1786**PARCEL 1:**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, SITUATE, LYING AND BEING ON AMELIA ISLAND, IN THE COUNTY OF NASSAU AND STATE OF FLORIDA, AND BEING IN AND A PART OF SECTION TEN (10), IN TOWNSHIP THREE (3) NORTH, RANGE TWENTY-EIGHT (28) EAST, AND WHICH TRACT OR PARCEL OF LAND HEREBY CONVEYED IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF PARCEL "A" AS DESCRIBED IN OFFICIAL RECORDS BOOK 676, PAGE 299 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH SEVENTY-NINE (79) DEGREES, THIRTY-ONE (31) MINUTES, THIRTY-SEVEN (37) SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL "A" A DISTANCE OF THREE HUNDRED TWENTY-SEVEN AND SEVENTY-FIVE HUNDREDTHS (327.75) FEET; THENCE NORTH FIFTEEN (15) DEGREES, SEVEN (7) MINUTES, FORTY-FIVE (45) SECONDS WEST, ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 213, PAGE 404 OF SAID PUBLIC RECORDS A DISTANCE OF SIX HUNDRED SIXTEEN AND EIGHTY-FOUR HUNDREDTHS (616.84) FEET TO THE NORTHEAST CORNER OF SAID LANDS FOR THE POINT OF BEGINNING; THENCE SOUTH SEVENTY-FOUR (74) DEGREES, FIFTY-TWO (52) MINUTES, FIFTEEN (15) SECONDS WEST, A DISTANCE OF THREE HUNDRED FORTY-ONE AND SEVENTY-SEVEN HUNDREDTHS (341.77) FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE AMELIA RIVER; THENCE NORTHERLY ALONG SAID MEAN HIGH WATER LINE SEVEN HUNDRED FORTY AND TWENTY-SIX HUNDREDTHS (740.26) FEET MORE OR LESS; THENCE NORTH EIGHTY-THREE (83) DEGREES, THIRTY-SIX (36) MINUTES, FORTY-EIGHT (48) SECONDS EAST, A DISTANCE OF SIX HUNDRED EIGHTY-NINE AND TWO HUNDREDTHS (689.02) FEET MORE OR LESS; THENCE SOUTH FIFTEEN (15) DEGREES, SEVEN (07) MINUTES, FORTY-FIVE (45) SECONDS EAST, A DISTANCE OF EIGHT HUNDRED THREE AND NINETY-SIX HUNDREDTHS (803.96) FEET TO THE NORTHERLY RIGHT OF WAY LINE OF A COUNTY ROAD (80' RIGHT OF WAY) DESCRIBED IN DEED BOOK 75, PAGE 139 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH SEVENTY-EIGHT (78) DEGREES, TWENTY-TWO (22) MINUTES, FORTY-THREE (43) SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF TWO HUNDRED THIRTY-FIVE AND SEVENTY-FOUR HUNDREDTHS (235.74) FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE ONE HUNDRED TEN AND FIFTY-FOUR HUNDREDTHS (110.54) FEET, (SAID CURVE BEING CONCAVE, SOUTHWESTERLY, HAVING A RADIUS OF THREE HUNDRED NINETY-EIGHT AND 1 TENTH (398.10) FEET, A CHORD BEARING OF SOUTH SEVENTY (70) DEGREES, TWENTY-FIVE (25) MINUTES, TWENTY-EIGHT (28) SECONDS WEST AND A CHORD DISTANCE OF ONE HUNDRED TEN AND EIGHTEEN HUNDREDTHS (110.18) FEET, TO THE EASTERLY LINE OF SAID LANDS DESCRIBED IN O.R. BOOK 213, PAGE 404; THENCE NORTH FIFTEEN (15) DEGREES, SEVEN (07) MINUTES, FORTY-FIVE (45) SECONDS WEST, ALONG SAID EASTERLY LINE A

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CONTINUATION OF EXHIBIT "A"

DISTANCE OF FOUR HUNDRED TWENTY-FIVE AND FORTY-TWO HUNDREDTHS (425.42) FEET TO THE POINT OF BEGINNING.

ALSO:

THAT PORTION OF THE AFOREMENTIONED PARCEL "A" LYING SOUTHERLY OF THE AFOREMENTIONED COUNTY ROAD (80' RIGHT OF WAY), DESCRIBED IN DEED BOOK 75, PAGE 139 OF SAID PUBLIC RECORDS, EXCEPTING THEREFROM ANY PORTION LYING WITHIN THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 213, PAGE 404 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

LESS AND EXCEPT:

ALL THAT CERTAIN PARCEL OF LAND BEING A PORTION OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; SAID PARCEL ALSO BEING A PORTION OF PARCEL NO. 2 AS SHOWN ON A PLAT RECORDED IN PLAT BOOK "O", PAGE 39 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF REFERENCE IS A GRANITE MONUMENT MARKED "U.S.M.R." WHICH IS SHOWN AS STATION "C" ON SAID PLAT RECORDED IN PLAT BOOK "O", PAGE 39; THENCE PROCEED NORTH 79° 17' 50" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL NO. 2, A DISTANCE OF 327.55 FEET; THENCE NORTH 15° 22' 00" WEST, A DISTANCE OF 616.82 FEET TO THE POINT OF BEGINNING; THENCE PROCEED SOUTH 74° 38' 00" WEST, A DISTANCE OF 312.61 FEET TO A 4 INCH SQUARE CONCRETE MONUMENT MARKED "LB2392", THENCE CONTINUE SOUTH 74° 38' 00" WEST, A DISTANCE OF 31.05 FEET, MORE OR LESS, TO A POINT HEREBY DESCRIBED AS "POINT A" AND TO THE MEAN HIGH WATER LINE OF THE AMELIA RIVER AS ESTABLISHED BY A SURVEY BY ARC SURVEYING & MAPPING, INC., DATED AUGUST 11, 1993 WHICH SHOWS THE MEAN HIGH WATER LINE AT ELEVATION 3.38 FEET, NATIONAL GEODETIC VERTICAL DATUM, 1929; THENCE RETURN TO THE POINT OF BEGINNING AND PROCEED NORTH 74° 38' 00" EAST A DISTANCE OF 25.00 FEET; THENCE NORTH 15° 22' 00" WEST A DISTANCE OF 175.00 FEET; THENCE SOUTH 74° 38' 00" WEST, A DISTANCE OF 374.10 FEET, MORE OR LESS, TO THE AFORESAID MEAN HIGH WATER LINE OF THE AMELIA RIVER; THENCE PROCEED SOUTHEASTERLY ALONG THE MEANDERINGS OF SAID MEAN HIGH WATER LINE TO AFORESAID "POINT A".

BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK
Continued on next page

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CONTINUATION OF EXHIBIT "A"

415, PAGE 169 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

RESERVING UNTO THE GRANTOR HEREIN A 60 FOOT PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE AFOREMENTIONED POINT OF BEGINNING PROCEED NORTH 15° 22' 00" WEST, A DISTANCE OF 100.00 FEET, THENCE NORTH 74° 38' 00" EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH 15° 22' 00" EAST A DISTANCE OF 517.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AN 80 FOOT COUNTY RIGHT OF WAY AS DESCRIBED IN DEED BOOK 75, PAGE 139 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, SAID POINT ALSO BEING ON A CURVE WHICH IS CONCAVE TO THE SOUTHEAST; SAID CURVE HAVING A RADIUS OF 398.10 FEET, A CENTRAL ANGLE OF 08° 43' 28", AND A CHORD BEARING OF SOUTH 66° 49' 57" WEST AND DISTANCE OF 60.56 FEET; THENCE PROCEED SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND SAID CURVE, AN ARC DISTANCE OF 60.62 FEET; THENCE NORTH 15° 22' 00" WEST, A DISTANCE OF 425.42 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (SALT MARSH BOUNDARY)

BEING A PORTION OF PARCEL "D" AS DESCRIBED IN OFFICIAL RECORDS BOOK 415, PAGES 169-173 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF SALT MARSH LAND SITUATE, LYING AND BEING ON AMELIA ISLAND, IN THE COUNTY OF NASSAU AND STATE OF FLORIDA AND DESCRIBED AS FOLLOWS:

ALL OF THE SALT MARSH PORTION OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 28 EAST, AS LIES NORTH OF THE NORTH BANK OF EGAN'S CREEK AND WEST OF THE WEST RIGHT-OF-WAY OF "COUNTY ROAD 14TH STREET" AS SHOWN ON DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP 74611-2601, RECORDED IN ROAD PLAT BOOK 6, PAGE 76, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BOUNDED ON THE WEST BY THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 30, PAGES 140-141 AND OFFICIAL RECORD BOOK 113, PAGES 601-603 ALL OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

LESS THEREFROM: ALL THAT CERTAIN PARCEL OF LAND DESIGNATED UPON AND ACCORDING TO THE OFFICIAL PLAT OF THE CITY OF FERNANDINA BEACH AS MARSH LOT 13.