

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 20th day of March, 2000, between Nassau County, Florida, a political subdivision of the State of Florida, ("COUNTY"), and the BOYS AND GIRLS CLUBS OF NORTHEAST FLORIDA, INC. ("TENANT").

WITNESSETH:

That COUNTY, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the TENANT, has demised and leased to the TENANT, for the term and under the conditions hereinafter set out, that certain parcel in Nassau County, Florida ("Demised Premises") to be indicated in a report prepared by McCranie & Associates to be set forth in an attached Exhibit "A", being the premises located at 1127 Hatton Road, Fernandina Beach, Florida 32034. (Subject to a later exact survey)

I. TERM

HAVE AND TO HOLD the above-described premises for a term of thirty (30) years commencing on the 21st day of March, 2000, to and including the 21st day of March, 2030.

II. RENT

TENANT agrees to pay to COUNTY annually during the term of this Lease, without notice or demand, at COUNTY'S address, the net rent of \$1.00 per year, together with all applicable sales tax due thereon. Said rent shall be payable commensurate with the opening date of the facility and receipt of a certificate of occupancy.

III. TAXES AND OTHER CHARGES

TENANT shall bear, pay and discharge, on or before the last day on which payment may be made without penalty or interest, all ad valorem real estate taxes or other taxes, which shall or may during the term be charged, laid, levied, assessed, imposed, become due and payable, or become liens upon, or arise in connection with the use, occupancy or possession of the Demised Premises or any part thereof. The real estate taxes for the calendar year in which the term of this Lease ends shall be paid by TENANT (whether or not the tax bill has been issued at the date of termination) and shall not be pro-rated between the parties.

IV. USE OF PREMISES

A. BY TENANT: TENANT shall use the demised premises only for the purpose of constructing, maintaining and operating a Boys and Girls Club. Allowable uses shall include any and all incidental uses such as having club meetings and activities and holding sporting events. The TENANT will not make or suffer any unlawful improper or offensive use of the Demised Premises or any use or occupancy thereof

contrary to the laws of the State of Florida or the Ordinances of the County of Nassau, now or hereafter made.

- B. Phase One. The acreage for phase I will be determined by both parties based upon the engineer's report, which will indicate the acreage requirement for the building, parking, stormwater and other related aspects of the building. TENANT shall construct, maintain, and operate a Boys and Girls Club in Phase One. TENANT will construct a 21,000 square foot building and parking area for the Boys and Girls Club facility. The acreage not required for the building as determined by the engineer's report, up to a total of ten acres, may be developed for athletic fields (i.e. soccer, softball, football, etc.) based upon plans approved by TENANT and COUNTY. TENANT and COUNTY may enter into an amendment to this Agreement that sets forth the utilization of the acreage and costs and expenses. COUNTY reserves the right unilaterally to develop the remaining acreage in Phase One and if that occurs it shall notify TENANT in writing and an amendment to the Lease shall be prepared by COUNTY for TENANT'S execution. Any plans, etc., shall also have prior written approval by the COUNTY prior to beginning said additional development in Phase One. TENANT shall construct the 21,000 square foot facility and parking area in Phase One and have it operational at the earliest possible date.
- C. Phase Two. COUNTY and TENANT agree that any development on the remaining acres may be agreed upon by COUNTY and TENANT and further that they will reasonably cooperate in the planning of said development. The COUNTY reserves the right unilaterally to develop the remaining acres. If that occurs they shall notify the TENANT in writing.
- D. By COUNTY. TENANT shall, upon written request, allow use of the Demised Premises by the COUNTY and COUNTY-related entities when the use of the Demised Premises is not required by TENANT. In consideration of the COUNTY'S obligation to pay utilities expenses pursuant to Article VII below, such use by the COUNTY and its related entities shall be at no additional cost.
- E. BY THIRD PARTIES. TENANT, in TENANT'S discretion, may allow the use of the Demised Premises by other community organizations or entities when the use of the Demised Premises is not required by TENANT. TENANT may require the payment of a fee for use of the Demised Premises by such entities which are not related to the COUNTY, and TENANT may retain such fees in order to defray its operating expenses.
- F. PROCEDURES FOR USE. Entities which wish to use all or a portion of the Demised Premises shall contact the director of the facility not less than 14 days in advance of such proposed use and complete the application for use provided by the director. Depending upon the nature of the use and the portion of the Demised Premises being used, TENANT, in

its discretion, may condition the use of the Demised Premises upon delivery by the proposed use of (i) an executed indemnity agreement which holds TENANT harmless from loss or expense arising from the use and (ii) a certificate of insurance satisfactory to TENANT which names TENANT as an additional insured. All COUNTY'S users of the Demised Premises shall comply with TENANT'S no alcohol policy during all times of use. Further, the proposed user shall agree to refrain from any unlawful improper or offensive use of the Demised Premises or any use or occupancy thereof contrary to the laws of the State of Florida or the Ordinances of the County of Nassau, now or hereafter made. In addition, the demised premises are designated as a "No Smoking" facility.

V. ALTERATIONS, TENANT'S BUILDING ADDITIONAL FACILITIES

- A. TENANT ALTERATIONS. The TENANT, with prior express written consent of COUNTY, shall have the right to make alterations in and to the Demised Premises during the term of this Lease. The TENANT shall provide all plans and work, and fund same. TENANT shall bear all costs of maintaining alterations and improvements. Prior express written consent of the COUNTY shall not be unreasonably withheld, provided that all alterations meet or exceed the COUNTY'S standards. COUNTY agrees that TENANT shall have the right to construct an approximately 21,000 square foot building on the demised premises ("TENANT'S Building") in generally the location which has been agreed to by the parties. Title to TENANT'S Building shall remain the property of TENANT. TENANT, upon termination of this Agreement, may, in TENANT'S discretion, within a reasonable period, remove TENANT'S Building and all other improvements of TENANT and restore the Demised premises to its original above grade condition, reasonable wear and tear and loss by casualty or other causes beyond TENANT'S control excepted. Furthermore, TENANT shall not be required to remove any foundation for the TENANT'S Building.

VI. MAINTENANCE AND REPAIRS

TENANT shall maintain and keep in good repair the Demised Premises. TENANT shall pay and be responsible for the costs of any and all security for the Demised Premises. TENANT shall pay and be responsible for all maintenance, repairs, and replacements to the Demised Premises, including but not limited to the exterior and interior of the building, plumbing, electrical, heating, air-conditioning, replacement of all light bulbs, HVAC filters, and landscaping. The COUNTY agrees to give limited assistance as approved by the Board of County Commissioners to TENANT for maintenance of the Demised Premises after Phase One has been completed.

VII. UTILITIES

COUNTY agrees to pay utility charges related to the Demised Premises building, including, but not limited to gas, water,

sewer, garbage, power, and electrical charges or other charges which may become due and payable during the term of this Lease for the gas, water, electricity, and other municipal services used by TENANT or other entities with respect to the Demised Premises as set forth in Article VIII. TENANT shall be responsible for the installation charges for any telephone facilities and computer facilities used by TENANT and the Demised Premises.

VIII. SERVICES BY TENANT TO COUNTY

In consideration of TENANT'S obligation to provide the COUNTY with use of the Demised Premises in accordance with Article IV, above, as well as other services set forth herein, COUNTY agrees to pay to TENANT the sum of \$20,000.00 per year for a period of three (3) years as and for utilities as referenced in Article VII above. The \$20,000.00 per year shall be paid in monthly installments and shall commence upon the electricity being permanently turned on in the facility.

IX. INSURANCE

During the leasehold term TENANT, at its own expense, shall provide and keep in force comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Demised Premises, such insurance to afford minimum protection, during the term of this Lease, of not less than \$1,000,000.00 in respect of personal injury or death to any one person, and of not less than \$500,000.00 for property damage, combined single limit per occurrence. Such policy shall name the COUNTY as an additional named insured and shall be endorsed with an agreement that no change in coverage shall occur without the prior written consent of the COUNTY. TENANT shall furnish COUNTY with a certificate of insurance evidencing compliance with the provisions of this paragraph periodically upon COUNTY'S request. TENANT shall provide any additional insurance coverage, through a rider, if so required by COUNTY due to any change in use of demised premises by TENANT.

X. INJURY OR DAMAGE TO PROPERTY OR PREMISES

All property of any kind which may be on the Demised Premises during the continuance of this Lease shall be at the sole risk of the TENANT, and the COUNTY shall not be liable to the TENANT or any other person for any injury, loss, or damage to property or to any person on the Demised Premises.

XI. FIRE AND OTHER HAZARDS

In the event the Demised Premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, TENANT at its option may forthwith repair the damage to such Demised Premises at its own costs and expense. In the event that the TENANT does not repair the damage, COUNTY, at its option, may assume the responsibility to repair said Demised Premises.

XII. INDEMNIFICATION

TENANT shall indemnify, defend and save harmless COUNTY against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including counsel fees, by or on behalf of any person, party or governmental authority whatsoever, arising out of:

- A. any failure by TENANT to perform any of the agreements, terms, covenants, or conditions of this Lease on TENANT'S part to be performed;
- B. any accident, injury or damage which shall happen in or about the Demised Premises and any matter or thing growing out of the condition, occupation, maintenance, alteration, repair, use or operation of the Demised Premises, during the term;
- C. TENANT'S failure to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any federal, state, county or city governmental authority;
- D. any mechanic's lien, conditional bill of sale or chattel mortgage filed against the Demised Premises or any equipment therein or any materials used in the construction or alteration of any improvement thereon by TENANT;
- E. any tax attributable to the execution, delivery or recording of this Lease or any modification thereto;
- F. TENANT'S possession of the Demised Premises;
- G. any negligent or intentional act or omission of TENANT or any of TENANT'S employees, agents, licensees, or invitees; or
- H. any toxic or hazardous waste or substance stored, spilled, or disposed of on the Demised Premises by TENANT or any of TENANT'S employees, agents, licensees, or invitees.

Notwithstanding the foregoing, TENANT shall not be required to indemnify COUNTY for, not hold COUNTY harmless from, any damage, loss, cost or expense arising from the negligence or willful misconduct of the COUNTY or its employees, agents, contractors or representatives, including with respect to COUNTY'S permitted use of the Demised Premises pursuant hereto.

XIII. MECHANICS AND OTHER LIENS

If because of any act or omission of TENANT, any mechanic's or other lien, charge or order for the payment of money shall be filed against the Demised Premises or any building or improvements thereon or against COUNTY, TENANT shall, at its own cost and expense, cause the same to be canceled and discharged of

record or bonded within thirty (30) days adter notice of filing thereof.

XIV. HAZARDOUS MATERIALS

- A. TENANT shall not knowingly use, handle, store or permit the use, handling or storage of Hazardous Material on the Demised Premises. TENANT shall not dispose of or permit or knowingly allow the disposal, leakage, spillage or discharge on or upon the Demised Premises of any Hazardous Material. If any Hazardous Material should be used, handled, stored, or if any Hazardous Material is disposed of or permitted to leak, spill, or discharge on or upon the Demised Premises by accident or otherwise TENANT shall provide immediate written notice thereof to COUNTY and TENANT shall immediately commence and diligently pursue the removal of any such Hazardous Material and clean and restore the area in accordance with all applicable governmental requirements, and pay all fines, fees, assessments and penalties arising therefrom. TENANT shall furnish COUNTY periodically at COUNTY'S request, certification that TENANT is in compliance with the provisions of this Article. Notwithstanding the foregoing, TENANT shall not be responsible for any environmental condition existing as of the date of this agreement (an "Existing Condition") which may adversely impact upon the Property, including, but not limited to, the potential contamination present in the area of Lofton Creek or other adjacent property.
- B. TENANT shall provide written notice to COUNTY within three (3) days of:
1. any change in TENANT'S operation involving the use, handling or storage of Hazardous Materials;
 2. receipt of any warning, notice, notice of violation, lawsuit or the like from any governmental agency or regulatory authority relating to environmental compliance;
 3. receipt of any complaint, claim or lawsuit filed by any third party relating to environmental impacts; or
 4. releases, spillage, leakage or disposal or any Hazardous Material on the Demised Premises.
- C. If TENANT shall fail to comply with any of the provisions of this Article, COUNTY shall have the right, but shall not be obligated, to enter into or go upon the Demised Premises without thereby causing or constituting a termination of this Lease, or evict TENANT, either constructive or otherwise in whole or in part, from all or any portion of the Demised Premises, or an interference with TENANT'S possession and use of the Demised Premises, and to take such steps and incur such expenses as COUNTY, in its sole discretion, shall deem necessary to correct TENANT'S

default, including, without limitation of the generality of the foregoing, the making of all repairs or replacements for which TENANT is responsible and TENANT shall reimburse COUNTY on demand for any expense incurred by TENANT as a result thereof.

XV. DEFAULT

A. Each of the following events shall be default hereunder by TENANT and a breach of this Lease:

1. If TENANT shall fail to pay COUNTY any rent or additional rent or any other charge due hereunder as and when the same shall become due and payable and such failure shall continue for ten days after written notice of such failure from COUNTY to TENANT, or if TENANT shall fail to perform its obligations under Article XII; or
2. If TENANT shall fail to perform any of the other agreements, terms, covenants, or conditions in this Lease on TENANT'S part to be performed and such nonperformance shall continue for a period of thirty (30) days after written notice thereof by COUNTY to TENANT, or if such performance cannot reasonably be obtained within such thirty (30) day period, but TENANT has not in good faith commenced such performance within such thirty (30) day period, or having commenced, has failed diligently to proceed therewith to completion.

If an event of default shall occur and be continuing, COUNTY shall have the right to cancel and terminate this Lease by giving to TENANT not less than five (5) days notice of such cancellation and termination, and upon the expiration of the time fixed in such notice this Lease and the term hereof shall expire in the same manner and with the same force and effect. The foregoing remedy shall not be COUNTY'S exclusive remedy for TENANT'S default and COUNTY may exercise any other remedies provided at law or in equity.

B. The failure of COUNTY to insist upon the strict performance of any agreements, terms, covenants, and conditions hereof shall not be deemed a waiver of any rights or remedies that COUNTY may have and shall not be deemed a waiver of any subsequent breach or default in any of such agreements, terms, covenants and conditions.

XVI. WELL AND POTABLE WATER

The COUNTY shall install a well and potable water system for the premises and shall be responsible for the installation, maintenance and monitoring as required by the Florida Department of Environmental Regulation.

XVII. ADA COMPLIANCE

TENANT shall comply with the requirements of the Americans With Disabilities Act (ADA) and the Florida Accessibility Guide with respect to its facilities and programs, including parking.

XVIII. RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

XIX. SECURITY

TENANT and COUNTY acknowledge and agree that the COUNTY, pursuant to a written agreement dated March 23, 1998, is allowing a Deputy Sheriff to reside on the premises as and for security. A Deputy Sheriff will continue to be allowed to reside on the premises and place his mobile home on the site and there shall be no charge for placing the mobile home on the site. The COUNTY reserves the right to designate a particular Deputy Sheriff who shall reside on the property.

XX. AUTHORITY TO TERMINATE

The Board of County Commissioners of Nassau County, Florida, shall have the authority to cancel this Lease under any circumstances wherein COUNTY has a legal right to cancel this Lease in accordance with the provisions hereof.

XXI. TERMINATION BY TENANT

TENANT shall have the right to terminate this Lease under the following circumstances:

- A. Within two (2) years of the commencement of this Lease, the TENANT, in its sole discretion, determines that it has been unable to raise sufficient funds for the construction and operation of the Greater Nassau Boys and Girls Club of Northeast, Florida, Inc., shall have the right, in its sole discretion, to elect to terminate this Lease. In such an event, there shall be no further obligation or duty between the Landlord and TENANT, Greater Nassau Boys and Girls Clubs of Northeast Florida, Inc., nor any individuals acting in their behalf.
- B. During the term of the Lease, should the TENANT decide in its sole discretion, that it cannot maintain a sufficient operating endowment, or otherwise obtain funding to continue programming and operations at the Greater Nassau Boys and Girls Club, then the TENANT shall have the right to terminate this Lease, without penalty to the TENANT,

Greater Nassau Boys and Girls Clubs of Northeast Florida, Inc., nor any individual acting in their behalf.

- C. In the event this Lease is terminated under either A or B above, then the TENANT shall be considered to have abandoned the subject property to the custody and control of the Nassau County Board of County Commissioners, and shall relinquish all rights, title and interest in the subject building to the Nassau County Board of County Commissioners.

XXII. COVENANT TO BUDGET AND APPROPRIATE


COUNTY agrees to budget and appropriate the sum of \$20,000.00 per year for three (3) years commencing with the opening of the building for use as a Boys and Girls Club. Said budget appropriation shall be for the payment of utilities as specified in Article VIII.

XXIII. MISCELLANEOUS

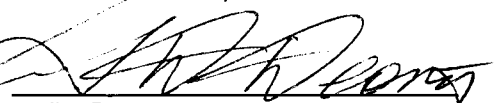
COUNTY shall have the right to use the Demised Premises as a voting precinct by the Supervisor of Elections, upon giving TENANT a minimum of thirty 30 days advance written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose here expressed the day and year above written.

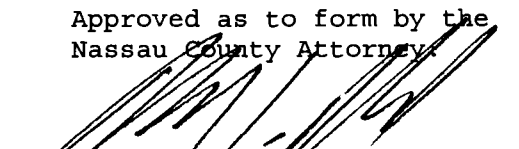
ATTEST:


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


NICK D. DEONAS
Its: Chairman

Approved as to form by the
Nassau County Attorney.


MICHAEL S. MELIN

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 27th day of March, 2000, by J. M. "Chip" Oxley, Jr., and Nick D. Deonas, the Ex-Officio Clerk to the Board and the Chairman of the Nassau County Board of County Commissioners, respectively. They are personally known to me and did not take an oath.

Margie J. Armstrong
Print Name: Margie J. Armstrong
NOTARY PUBLIC,
STATE OF FLORIDA AT LARGE
My Commission Expires:



MARGIE J. ARMSTRONG
Notary Public, State of Florida
My comm. expires Nov. 5, 2003
Comm. No. CC 884567

WITNESSES:

TENANT
BOYS & GIRLS CLUBS OF
NORTHEAST FLORIDA, INC.

Diane Tamas-Wright
Sign Name

Diane Tamas-Wright
Print Name

Mary S. Hurst
Sign Name

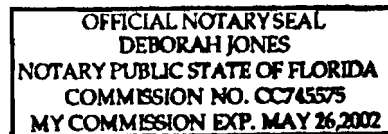
Mary S. Hurst
Print Name

By: Michael Hackett
Its: Executive Director

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21 day of March, 2000, by Michael Hackett, the Executive Director of the Boys and Girls Clubs of Northeast Florida, Inc., a 501C3 not-for-profit corporation, on behalf of the corporation. He/she is personally known to me and did not take an oath.

Deborah Jones
Print Name:
NOTARY PUBLIC,
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:





NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
David C. Howard
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

March 11, 2002

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

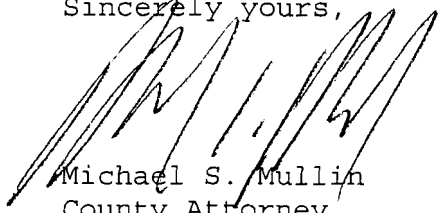
Mr. Michael Hackett
Executive Director
Boys & Girls Clubs of Northeast Florida, Inc.
1300 Riverplace Boulevard, Suite 310
Jacksonville, FL 32207

Dear Mr. Hackett:

This letter shall serve to confirm the action of the Board of County Commissioners taken on February 25, 2002 to revoke the current lease agreement between your agency and Nassau County.

If I can be of any further assistance, please notify me.

Sincerely yours,



Michael S. Mullin
County Attorney

MSM:jb

CC: Patrick Sabadie
Mary Hurst



BOYS & GIRLS CLUBS
OF NORTHEAST FLORIDA, INC.

1/31/02

Mr. Michael Mullin
County Attorney
Nassau County Board of Commissioners
150 Nassau Place Rd.
Yulee, FL 32097

Dear Mr. Mullin,

Boys & Girls Clubs of Northeast Florida Inc. has no objection to revoking the current lease agreement between the agency and the Nassau County Board of Commissioners.

The new agreement is more appropriately made with the Boys & Girls Club of Nassau County Foundation Inc.

Thank you for your time.

Sincerely,

Michael Hackett
Executive Director



United Way
Certified Agency

1300 Riverplace Boulevard • Suite 310 • Jacksonville, Florida 32207
Phone (904) 396-4435 • Fax No. (904) 396-5254





NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
David C. Howard
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

January 9, 2002

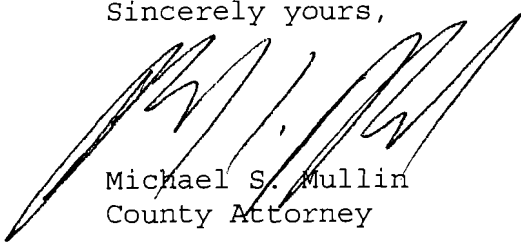
Mr. Mike Hackett
Boys and Girls Clubs of Northeast Florida, Inc.
1300 Riverplace Boulevard
Suite 310
Jacksonville, FL 32207

Dear Mike:

Based upon my conversations with Patrick Sabadie and Mary Hurst, I will ask the Nassau County Board of County Commissioners to rescind the existing lease agreement by and between the County and the Boys and Girls Clubs of Northeast Florida, Inc.

I understand that your entity has no objection to that and would appreciate your providing that to me in writing.

Sincerely yours,

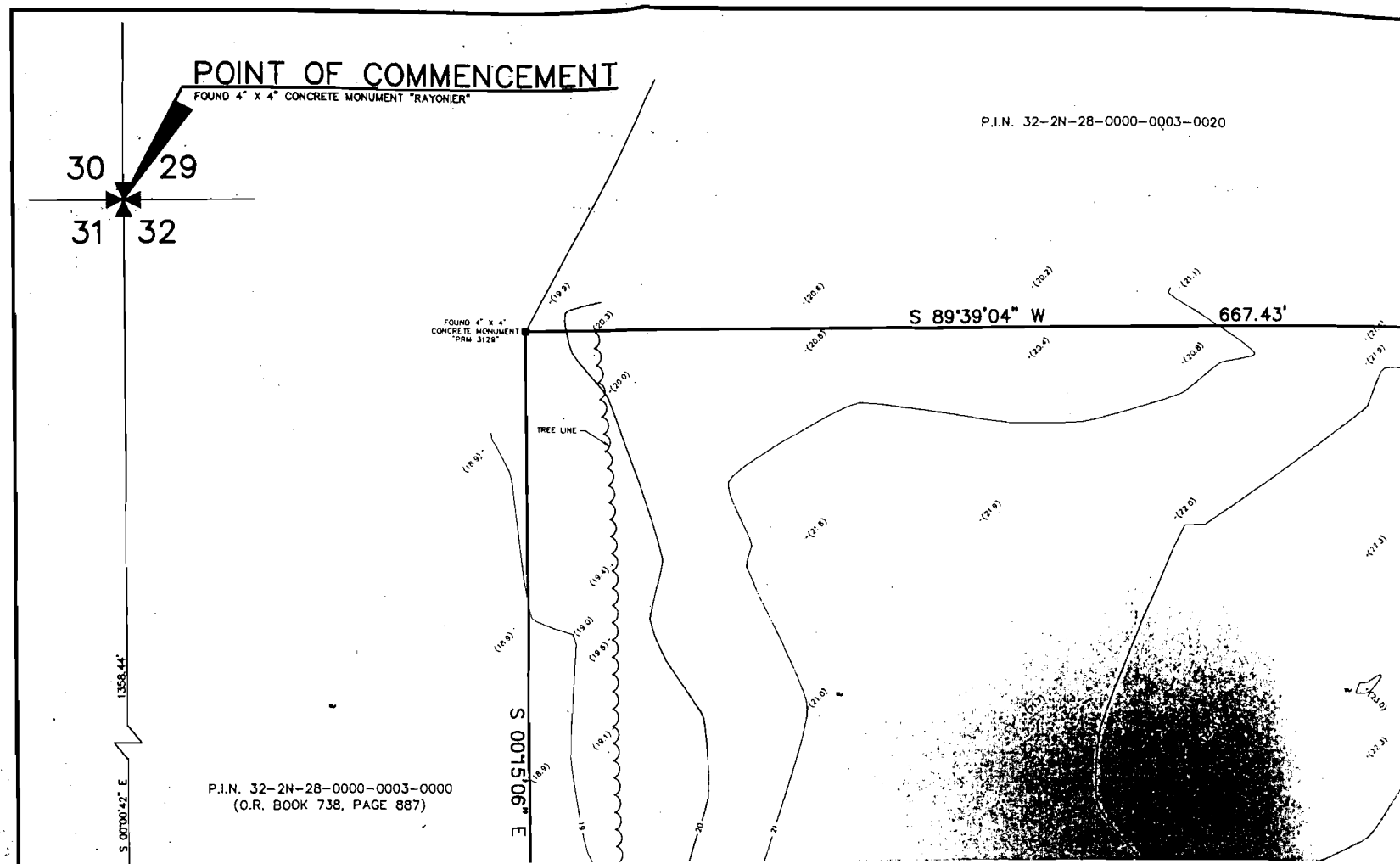


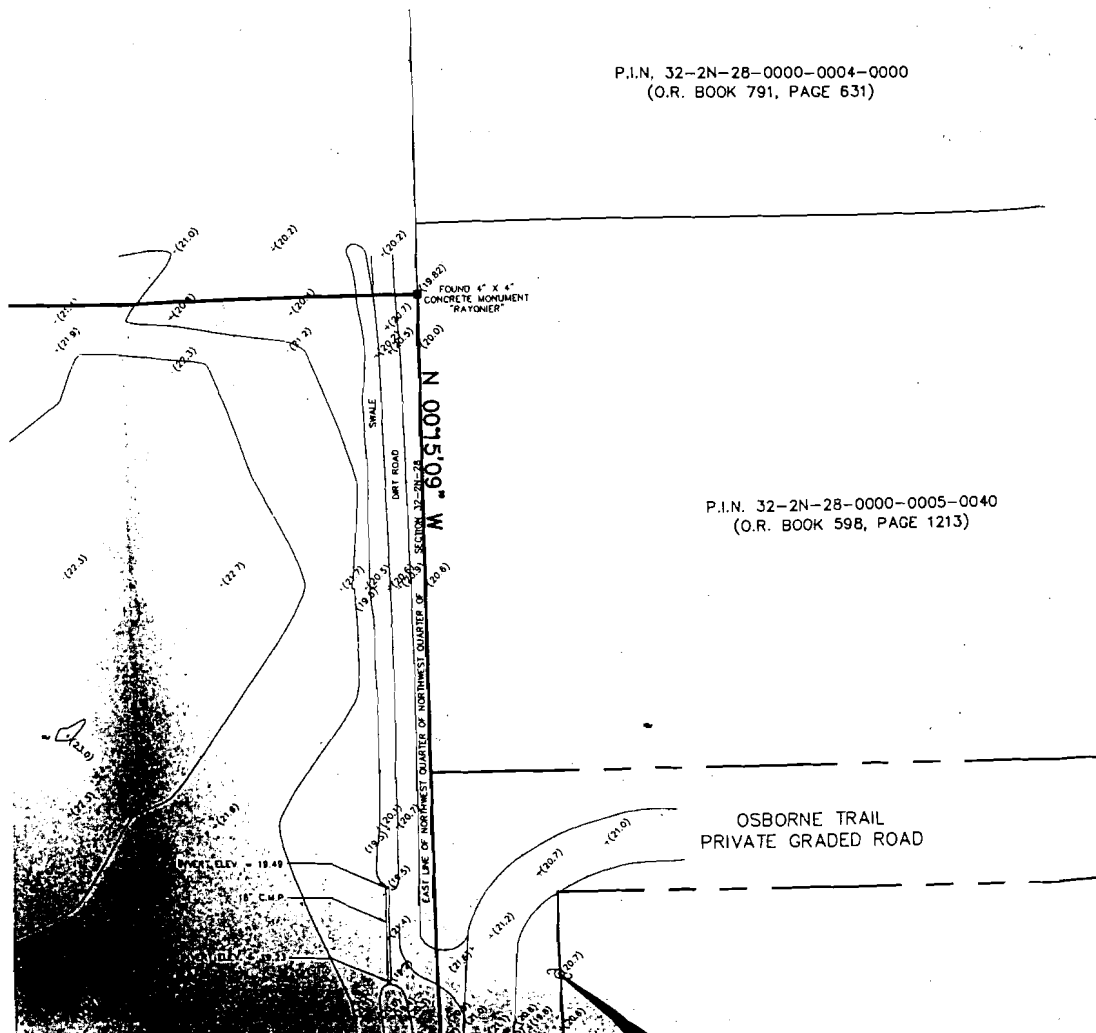
Michael S. Mullin
County Attorney

MSM:jfb

CC: Commissioner David C. Howard
Patrick Sabadie
Mary Hurst

10:30 Upon the request and recommendation of the County Attorney, it was moved by Commissioner Howard, seconded by Commissioner Marshall, and unanimously carried to authorize the revocation of the current lease with the Boys and Girls Clubs of Northeast Florida, Inc. and to approve a lease with the Boys and Girls Clubs of Nassau County Foundation.





P.I.N. 32-2N-28-0000-0004-0000
(O.R. BOOK 791, PAGE 631)

P.I.N. 32-2N-28-0000-0005-0040
(O.R. BOOK 598, PAGE 1213)

A PARCEL OF LAND LYING IN AND BEING PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST, NASSAU COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32; THEN THE WEST LINE THEREOF, S 00°00'42\" E 1358.44 FEET TO THE SOUTH OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE, ON SAID SOUTH LINE, N 89°39'04\" E, 867.42 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE ON SAID SOUTH LINE, N 89°39'04\" E, 1 TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE, ON SAID EAST LINE, N 00°15'09\" W, 852.65 TO THE POINT OF BEGINNING.

SAID PARCEL BEING 10.00 ACRES, MORE OR LESS, IN AREA.

PREPARED FOR:
NASSAU COUNTY PUBLIC WORKS DEPT.

Boys +
Jills
CLB-

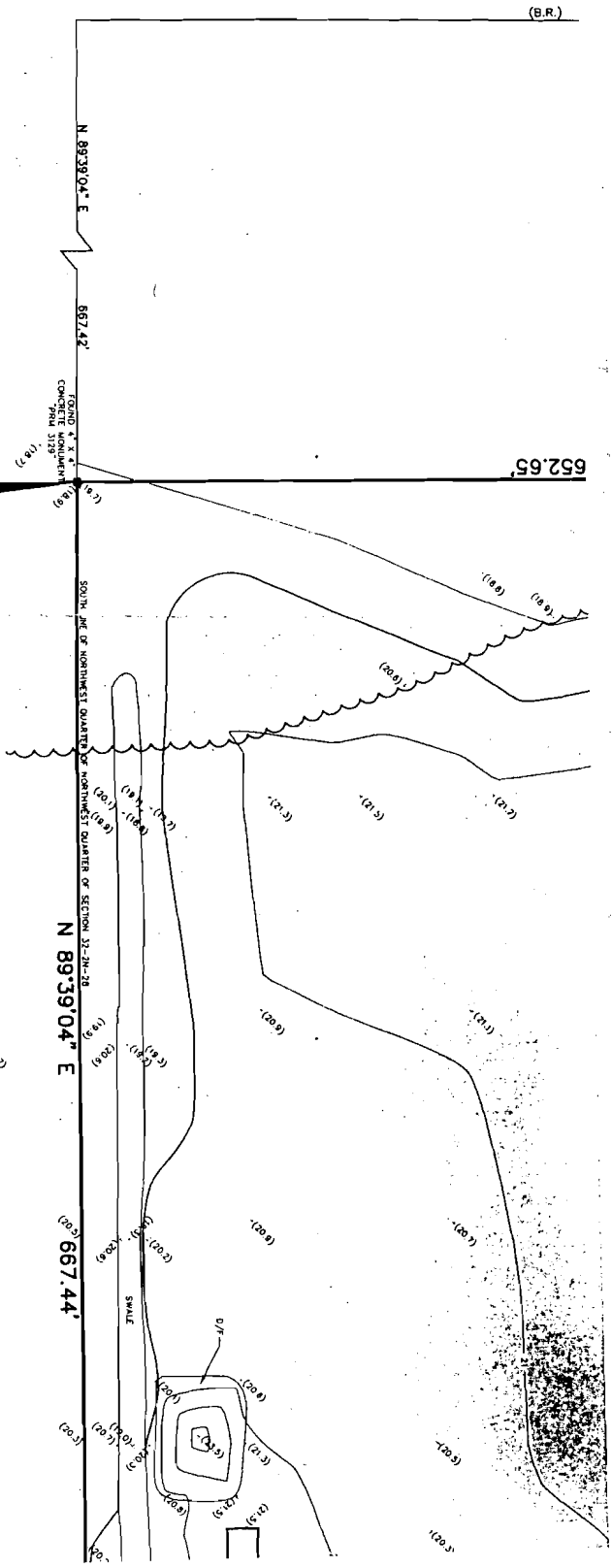
OSBORNE TRAIL
PRIVATE GRADED ROAD

SURVEY NOTES:

- 1) The "Legal Description" hereon is in accord with the description provided by the client.
- 2) Underground improvements were not located or shown.
- 3) Land shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
- 4) Boundaries and/or angles shown hereon are relative to those shown on the plat referenced in the legal description. The bearing reference line is indicated as thus (B.R.).
- 5) Force ownership, if applicable, has not been determined by this office. Fences are shown as drawn or as shown in order to substantiate their relationship to property lines. Fences are not deemed to be encroachments unless ownership is apparent.
- 6) "Unless it bears the signature and the original rolled seal of a Florida licensed surveyor and mapmaker, this map/report is for informational purposes only and is not valid."
- 7) The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel 120120-0359-C, Dated 5-4-88.
- 8) Unless otherwise noted measured angles and distances are the same as Plot or Deed angles and distances.
- 9) ELEVATIONS SHOWN HEREON ARE RELATIVE TO NATURAL ABBOTTIC VERTICAL DATUM OF 1985.

POINT OF BEGINNING

P.L.N. 32-2N-28-0000-0007-0000



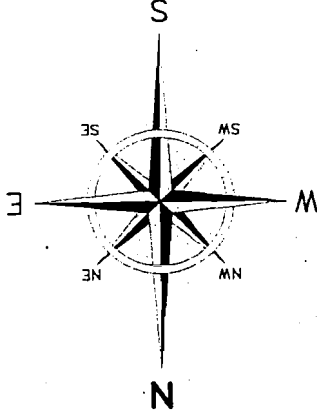
LEGEND	
B.R.L. - BUILDING RESTRICTION LINE	E.A.S. - EASEMENT
C.A.L.C. - CALCULATED	F.F. - FINISHED FLOOR
C.B.S. - CONCRETE BLOCK STRUCTURE	I.P. - IRON PIPE
CH - CONCRETE	IR - IRON
C.M. - CONCRETE MONUMENT	IRON ROD W/ PLASTIC CAP
	L - LENGTH
N.T.S. - NOT TO SCALE	
B.R. - BEARING REFERENCE	O.R.B. - OFFICIAL RECORD
P.B. - PLAT BOOK	P.C. - POINT OF COMMENCEMENT
P.C.P. - PERMANENT CORNER	P.O.B. - POINT OF BEGINNING

ALE
 BRENGE
 CORD BOOK
 RYATURE
 COMPOUND CURVATURE
 CONTROL POINT
 BEGINNING
 COMMENCEMENT
 REVERSE CURVATURE
 DEFLECTION

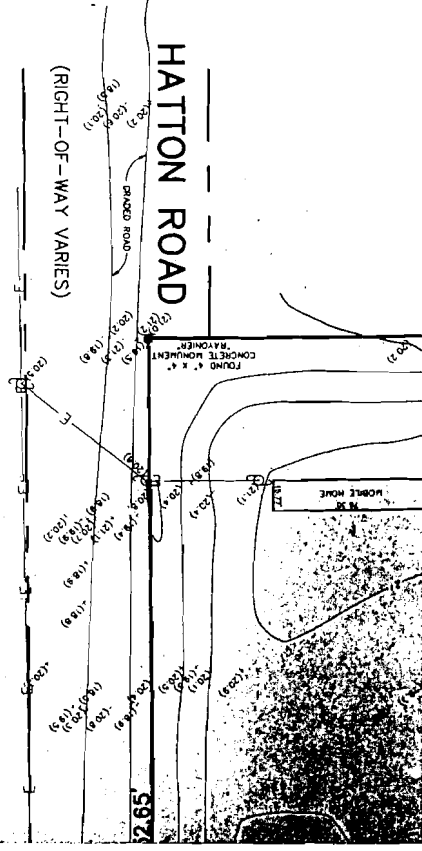
THE INFORMATION SHOWN HEREON MEETS THE MINIMUM
TECHNICAL STANDARDS SET FORTH BY THE FLORIDA
BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS
PURSUANT TO SECTION 47.027, FLORIDA STATUTES.
BY: Michael A. Manzie
MICHAEL A. MANZIE, P.L.S. 4069
FRANK BOWEN, P.S.M. 2,477

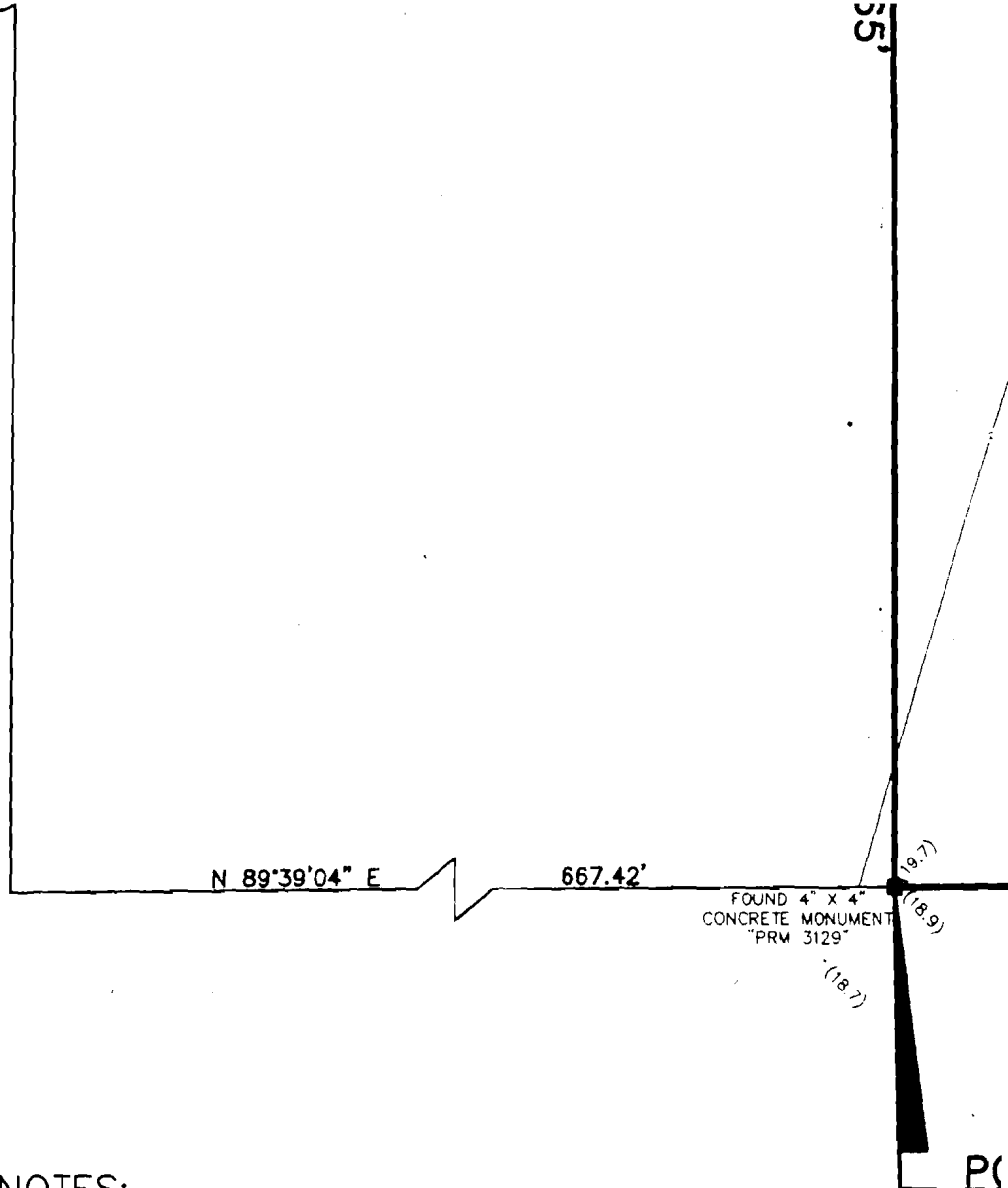
MANZIE & DRAKE LAND SURVEYING

SCALE: 1" = _____
DATE: 7-12-_____
FILE NO: 52-1_____
JOB NO: 138_____
F.B. NO: X-1_____
PAGE NO: 16-



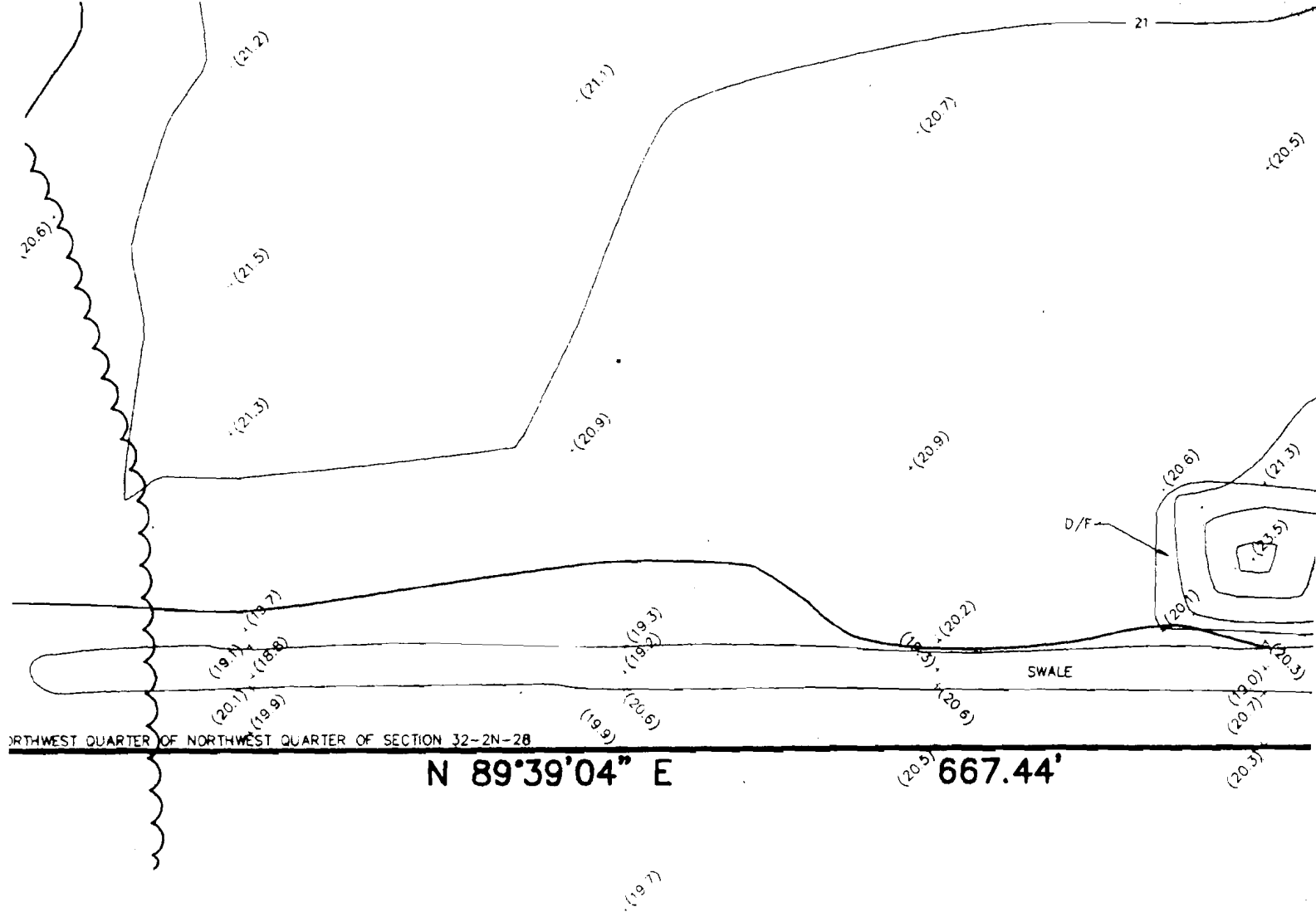
NAIL IN WOODEN POWER POLE (ELEV. = 20.66)





SURVEY NOTES:

- 1) The "Legal Description" hereon is in accord with the description provided by the client.
- 2) Underground improvements were not located or shown.
- 3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
- 4) Bearings and/or angles shown hereon are relative to those shown on the plat referenced in the legal description. The bearing reference line is indicated as thus (BR).
- 5) Fence ownership, if applicable, has not been determined by this office. Fences are drawn out of scale in order to accentuate their relationship to property lines. Fences are not deemed to be encroachments unless ownership is apparent.
- 6) "Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid.
- 7) The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel 120170-0359-C, Dated 5-4-88.
- 8) Unless otherwise noted Measured angles and distances are the same as Plat or Deed angles and distances.
- 9) ELEVATIONS SHOWN HEREON ARE RELATIVE TO NATIONAL GEODETIC VER? DATUM OF "1929"



GINNING

P.I.N. 32-2N-28-0000-0007-0000

LEGEND

B.R.L. = BUILDING RESTRICTION LINE
 CALC. = CALCULATED
 C.B.S. = CONCRETE BLOCK STRUCTURE
 CL = CENTERLINE
 CH = CHORD
 C.M. = CONCRETE MONUMENT
 CONC. = CONCRETE
 D.E. = DRAINAGE EASEMENT
 D/F = DRAIN FIELD
 —E—E— = AERIAL UTILITY WIRES

EASE. = EASEMENT
 ELEV. = ELEVATION
 F.F. = FINISHED FLOOR
 FD. = FOUND
 I.P. = IRON PIPE
 I.R. = IRON ROD
 I.R. & C. = IRON ROD W/ PLASTIC CAP
 L = LENGTH
 MEAS. = MEASURED
 N & TT = NAIL & TIN TAB
 N & W = NAIL & WASHER
 N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM

N.T.S.
 B.R. =
 O.R.B. =
 P.B. =
 P.C. =
 P.C.C. =
 P.C.P. =
 P.O.B. =
 P.O.C. =
 P.R.C. =
 P.R.M. =
 P.I.N. =

P.I.N. 32-2N-28-0000-0003-0020

667.43'

S 89°39'04" W

(20.6)

(20.4)

(20.8)

(21.1)

(20.2)

(21.6)

(21.9)

(22.0)

(22.5)

(22.1)

(21.5)

(21.7)

(21.7)

(21.0)

21

20

MAP

P.I.N. 32-2N-28-0000-0004-0000
(O.R. BOOK 791, PAGE 631)

P.I.N. 32-2N-28-0000-0005-0040
(O.R. BOOK 598, PAGE 1213)

OSBORNE TRAIL
PRIVATE GRADED ROAD

FOUND 4" X 4" CONCRETE MONUMENT
"RAYONIER"

N 00°15'09" W

DIRT ROAD

SWALE

EAST LINE OF NORTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 32-2N-28

RT ELEV = 19.49

(21.6)

(22.7)

(21.0)

(20.2)

(21.2)

(20.0)

(20.2)

(20.2)

(20.7)

(20.0)

(21.7)

(19.4)

(20.5)

(20.5)

(20.7)

(20.7)

(20.7)

(20.7)

(20.7)

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(20.7)

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(20.7)

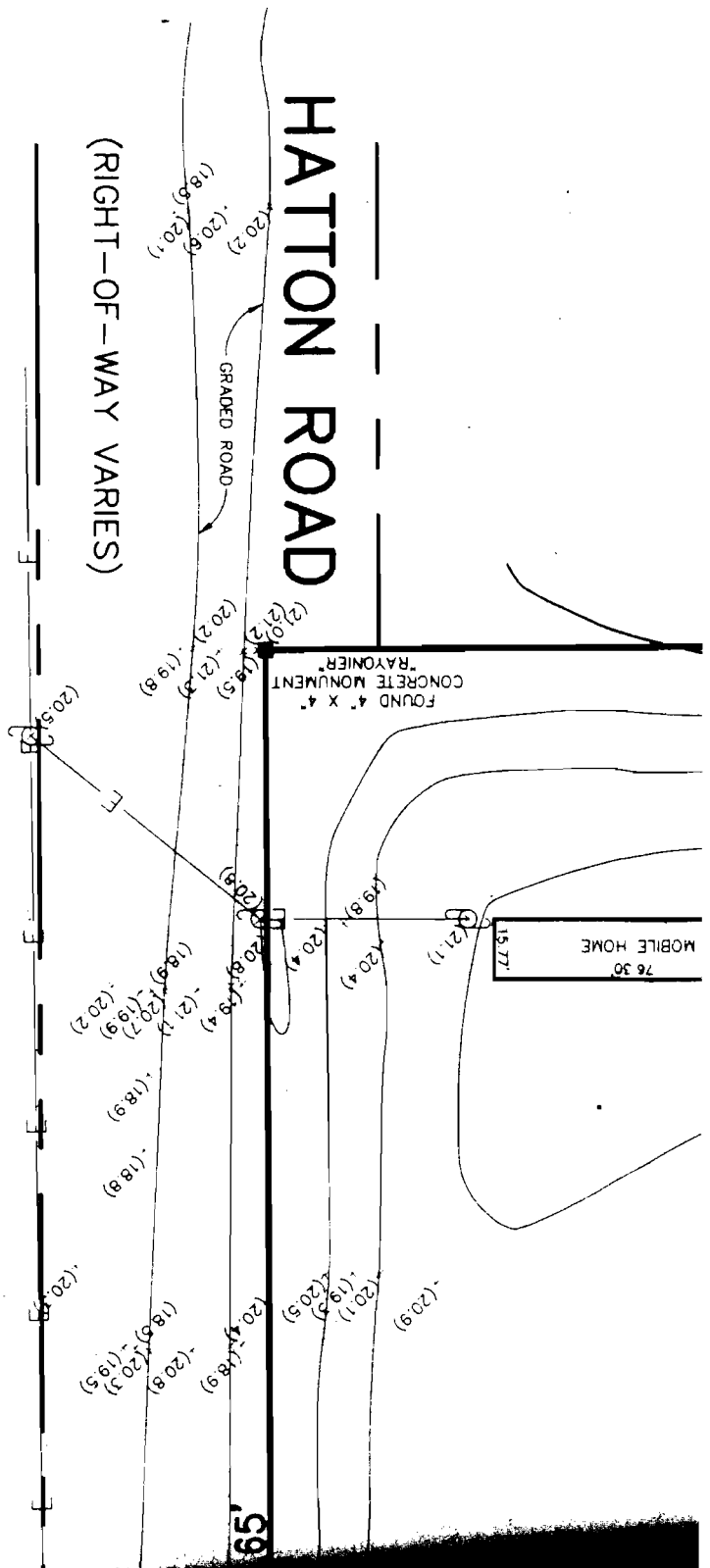
(20.7)

(20.7)

(21.0)

(20.7)

BENCHMARK
 NAIL IN WOODEN POWER POLE
 (ELEV. = 20.66)



THE INFORMATION SHOWN HI
 TECHNICAL STANDARDS SE
 BOARD OF PROFESSIONAL
 IN CHAPTER 61G17-6, FLO
 PURSUANT TO SECTION 472.
 BY: *[Signature]*
☒ MICHAEL A. MANZIE, P.L.
☐ FRANK L. BOWEN, P.S.M.
☐ KENNETH N. DRAKE, P.S.

BOUNDARY AND TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN AND BEING PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32; THENCE, ON THE WEST LINE THEREOF, S 00°00'42" E 1358.44 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE, ON SAID SOUTH LINE, N 89°39'04" E, 667.42 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE ON SAID SOUTH LINE, N 89°39'04" E, 667.44 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE, ON SAID EAST LINE, N 00°15'09" W, 652.65 FEET; THENCE S 89°39'04" W, 667.43 FEET; THENCE, S 00°15'09" E, 652.65 FEET TO THE POINT OF BEGINNING.

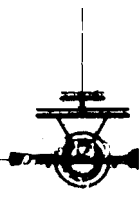
SAID PARCEL BEING 10.00 ACRES, MORE OR LESS, IN AREA.

PREPARED FOR:

NASSAU COUNTY PUBLIC WORKS DEPT.

Boys +
Girls
Club -

THE MINIMUM
THE FLORIDA
AND MAPERS
RATIVE CODE,
IA STATUTES.



1853 South Eighth Street, Suite 1, Femandina Beach, FL 32034
(904) 491-5700 FAX (904) 491-5777
Certificate of Authorization Number 718 2030

MANZIE & DRAKE LAND SURVEYING



SCALE: 1" = 50'
DATE: 7-12-00
FILE NO: C2-694
JOB NO: 13870
F.B. NO: X-128

