OCEAN HIGHWAY & PORT AUTHORITY

NASSAU COUNTY

AGENDA

Wednesday, June 12, 2019

6:00 PM

Commissioner Chambers
James Page Government Complex
96135 Nassau Place, Yulee, FL 32097

6:00 PM – Meeting Called to Order – Chairman

Invocation – Commissioner Hanna

Pledge of Allegiance – Commissioner Hanna

Roll Call: Robert Sturgess, District 1; Danny Fullwood, District 2, Scott Hanna, District 3; Carrol Franklin, District 4; Mike Cole, District 5

- Comments - Audience (Sign in sheets on the Press Table)

1. **Approval of Minutes**
   - May 8, 2019 Monthly Meeting Minutes
2. **Consent Items**
3. **Report by Pierre LaPorte**
   - Financial Report – May 2019
   - Audited 2018 Financial Statement
4. **Report by Jeb Branham, Port Attorney**
5. **Report by Laura DiBella, Port Director**

6. Port of Fernandina Report

- Tonnage Report – May 2019

7. Unfinished Business

- Update on Website Contract
- TranSystems Contract
- Indemnity Agreement from BlueLinx – ABP FL (Yulee) LLC

8. New Business

- Mutual Aid Agreement between Participating Florida Ports
- Tradeplex Signage Responsibilty

Committee Reports

- Port Security – Commissioner Fullwood
- Customs House – Commissioner Franklin
- Economic Development – Commissioner Fullwood
- Emergency Management – Commissioner Franklin
- Technical Coordinating Committee – Commissioner Hanna
- TPO – Commissioner Cole
- Nassau Chamber East Side – Commissioner Sturgess
- Nassau Chamber West Side – Commissioner Cole

9. Administrative Office Manager Report

10. Other items to be brought by Commissioners

11. Adjourn

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Fla. Stat. § 286.0105.

Ocean Highway & Port Authority

Robert Sturgess – Chairman, Commissioner, District 1
Danny Fullwood – Vice Chairman, Commissioner, District 2
Scott Hanna – Commissioner, District 3
Carroll Franklin – Secretary/Treasurer, District 4
Mike Cole –District 5

Monthly Meeting Minutes

May 8, 2019

The Ocean Highway and Port Authority of Nassau County held its Monthly Meeting on Wednesday, May 8, 2019 in the County Commissioners Chambers at the James S. Page Government Complex, 96135 Nassau Place, Yulee, Florida 32097

The meeting was called to order at 6:04 PM by Chairman Sturgess.

The invocation was given and Pledge of Allegiance was led by Commissioner Fullwood. Roll call was conducted by Ms. Barbara Amergian. Commissioner Hanna was absent. Also in attendance was Jeb Branham, Port Attorney; Pierre LaPorte, Port Accountant; and Chris Ragucci, Port Operator. Laura DiBella, Port Director was not in attendance.

Commissioner Fullwood made the motion to accept the March 28, 2019 Special Meeting Minutes and the April 10, 2019 Monthly Meeting minutes as presented. There was no discussion. Motion passed unanimously.

Consent Item:

Renewal of website contract 2019-2020 with Michael Arnold for $2,00 was tabled until the Commissioners reviewed the prior year contract against the 2019-2020 contract.

Port Accountant, Pierre LaPorte presented the April, 2019 Financials and the 3rd Quarter Financials. A partial quarterly payment $13,500 was received from Worldwide Terminals in April. Auto-draft from the Operating Account for the Customs House water and the utilities bills has been set up, both should be effective in June.

Port Director, Laura DiBella represented her report. Ms. DiBella informed the Board that there is potential for another special guest visit to the Port in the coming months. Nothing to update on the Marine Highway Designation this month. In regards to FSTED grants - $25m has been allocated to all seaports in the state and the deadline for grant applications is June 18th with notification of grant awards on August 27th with funds available July 1, 2020. There was notification of “surprise funds” last week through FSTED as $2m was returned to the fund from a neighboring port. The Port of Fernandina was awarded $350,000 of those funds with matching funds applicable which will be used towards maintenance and dredging. Ms. DiBella will discuss the Florida Ports Mutual Aid Agreement at the June meeting. Land and Sea, a large publication out of the UK, requested information to spotlight the Port of Fernandina in an upcoming publication. Ms. DiBella has been invited to speak at a conference in Singapore about the Port in August. There was no Board meeting for Economic Development this month. There is a Hurricane Preparedness meeting on May 15, 2019 from 8 am – 10 am. Laura will be moderating the meeting and will provide feedback to the Board.

The Commissioners presented Ms. DiBella with a plaque to show their appreciation for her continued successes and contributions to the Port of Fernandina and the citizens of Nassau County.

Chairman Sturgess recognized Attorney Robert McDonald from Tallahassee to address the request for transfer of property to ABP FL (Yulee) LLC.

Commissioner Franklin has concerns about the survey done on the strip of property in question and a licensed surveyor as opposed to a certified surveyor and does not want a law suit in the future if OHPA has authorized the quick claim deed on property that they did not own.

A recess was called at 6:49 PM. Meeting resumed at 6:58 PM (recording reflects 7:58 PM in error.)

Chairman Sturgess made the motion to authorize Commissioner Franklin to sign the quick claim deed when Commissioner Franklin is satisfied with the survey issue. Motion withdrawn due to Commissioner Franklin's travel schedule.

Commissioner Fullwood made the motion to accept the Quick Claim Deed as presented. Fullwood voted yes. Cole and Franklin voted no. Motion failed.

Commissioner Fullwood made the motion to authorize Chairman Sturgess to execute the quick claim deed contingent upon the attorney approval of the less and accept. Motion withdrawn.

Commissioner Cole made the motion to authorize Chairman Sturgess to sign the quick claim deed contingent upon attorney approval of the explanation as to why the property was still listed as OHPA ownership. Cole and Sturgess voted yes, Franklin and Fullwood voted no. Motion failed due to deadlock.

Commissioner Fullwood made the motion to accept the Quick Claim Deed as presented. Motion failed, 1 to 3.

A special meeting will be called to execute the Quick Claim Deed once Commissioner Franklin is satisfied with the issue of the survey.

Port Attorney, Jeb Branham presented his report. Conduit Issue on the Bonds still ongoing, there is a resolution under New Business to be addressed. There is a resolution for purchasing and procurement procedures for review and approval. Attorney Branham informed the Commissioners that there is a joint workshop scheduled on July 9th at 3 PM at the City Hall to discuss the City's flood mitigation ordinance and that all should plan on attending.

Port Operator, Chris Ragucci presented the April tonnage report. Mr. Ragucci reported that tonnage was up in the month of April and things are moving in the right direction. He informed the Board that the conduit bonds have been posted and are being reviewed by investors with a potential closing date at the end of the month.

Commissioner Fullwood made the motion to accept Resolution 2019-08: A RESOLUTION OF THE OCEAN HIGHWAY AND PORT AUTHORITY, NASSAU COUNTY, FLORIDA TO EXTEND THE LATEST DATE FOR PERFORMANCE FOR RESOLUTION 2019-R03 THAT CLARIFIED DUE DATES FOR ANNUAL AND PERIODIC PAYMENTS UNDER THE CURRENT OPERATING AGREEMENT WITH NASSAU TERMINALS, LLC TO JUNE 15, 2019 AND PROVIDING FOR AN EFFECTIVE DATE. Motion approved unanimously. There was

discussion about amending the original Resolution 2019-R03 and the figures owed to OHPA from Worldwide Terminals will need to be adjusted at the time of the due date.

Mr, Ragucci informed the Board that the fee due to OHPA as the conduit issuer is set at $65,000 with a $2,000 annual administrative fee. **Unanimous consent was given to accept the conduit bond fee and the annual administrative fee.**

Unfinished Business:

The Conservation Wetlands request from City Commissioner Ross, changing the zoning on the FLUM from easement to conservation zoning was discussed again. Attorney Branham made the recommendation that FLUM stay unchanged, he has not been able to determine what benefit it would be to the City and to OHPA and may have an adverse effect in the future.

Chairman Sturgess recognized Rick Ferrin of TranSystems to discuss the proposed service contract with TranSystems. Chairman Sturgess asked Mr. Ferrin to draw up a contract for review at the June, 2019 monthly meeting.

New Business:

Commissioner Cole made the motion to accept Resolution 2019-07: A RESOLUTION OF THE OCEAN HIGHWAY AND PORT AUTHORITY, NASSAU COUNTY, FLORIDA TO ADOPT PURCHASING AND PROCUREMENT PROCEDURES; PROVIDING FOR AUTHORITY, THRESHOLDS FOR EXPENDITURES OF FUNDS, DELEGATION OF AUTHORITY, QUOTATIONS AND COMPETITIVE PROCUREMENT PROCEDURES, EXEMPTIONS TO COMPETITIVE PROCUREMENT AND BID PROCEDURES, PROVING A CONFLICTS CLAUSE, AND A SEVERABILITY CLAUSE, PROVIDING AN EFFECITVE DATE. The motion was unanimously approved.

Commissioner Cole made the motion to accept Resolution 2019-09: A RESOLUTION OF THE OCEAN HIGHWAY AND PORT AUTHORITY, NASSAU COUNTY, FLORIDA TO AMEND OHPA RESOLUTION 2014-2 TO PROVIDE FOR CHARGING FOR PERSONNEL TIME SPENT RESPONDING TO PUBLIC RECORDS REQUESTS AFTER 20 MINUTES INSTEAD OF 30 MINUTES; AND PROVIDING AN EFFECTIVE DATE. The motion was unanimously approved.

There was discussion regarding the email from Chip Ross to Laura DiBella with specific questions regarding a grant proposal. Port Attorney Barnham informed the Board that those questions had all been addressed in workshops and through public meetings and discussions with the City Attorney.

Committees:

Port Security – Commissioner Fullwood – nothing to report this month.

Customs House – Commissioner Franklin – nothing to report this month.

Economic Development – Commissioner Fullwood – nothing to add after Ms. DiBella's report.

Ms. DiBella is looking into the Economic Study proposal for Worldwide Terminals.

Emergency Management – Commissioner Franklin – nothing to report this month.

Technical Coordinating Committee – Commissioner Hanna was absent.

TPO – Commissioner Cole reported that the May meeting had been cancelled.

Nassau Chamber East Side – Commissioner Sturgess – nothing to report.

Nassau County West Side – Commissioner Cole attended the meeting last Thursday and informed the Board that next month's meeting will be held at Trader Hill Farms.

Other Items to be brought by Commissioners: Commissioner Fullwood thought it would be prudent to look into purchasing tablets for the Commissioners to utilize in the future for meetings and OHPA business.

There were no other issues to be brought before the Board,

Meeting was adjourned at 8:11 PM.

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Robert H. Sturgess, Chairman

JEB T. BRANHAM, P.A.
Jeb T. Branham
419 3rd Street North
Jacksonville Beach, Florida 32250
Tel: (904) 339-0500; Fax: (904) 339-0501
jeb@jebbranham.com
www.jebbranham.com

June Attorney Report

The near-term legal issues are as follows:

1. The bond conduit-issued bonds have successfully closed.

2. Fernandina Beach's proposed revisions to its flood ordinance: The planned joint workshop with OHPA and other interested parties on July 9, 2019 at 3:00 p.m. for further consideration of revisions to Fernandina Beach's flood mitigation ordinance does not appear on the city's calendar of events. I have contacted the city attorney for an update.

Michael R. Arnold
michaelrayarnold@gmail.com

May 16, 2019

To Whom It May Concern:

This letter serves to inform you that I am withdrawing my proposal for your website services renewal for the 2019 term and that I will not be participating in any negotiations for this contract renewal.

Our contract term for 2018 expired on May 10, 2019.

Your website login credentials, billing responsibility, and email administration will be transferred to the official OHPA general email account of ohpanc@gmail.com by the end of May 2019. I will coordinate this transfer with Barb Amerigan.

As a courtesy, and at no charge, I will provide in-person training to Barb Amerigan on the website interface and email administration. I will further avail myself to her via email and telephone until June 30, 2019 to answer questions and assist her.

I appreciate the opportunity to have worked with the Board for the last 4 years.

Regards,

Michael R. Arnold

TranSystems

Frederick (Rick) R. Ferrin, P.E.
Vice President

200 East Robinson Street, Suite 600
Orlando, FL 32801
Cell 904 838 4264
frferrin@transystems.com

June 1, 2019

Laura DiBella
Executive Director | Port Director
Nassau County Economic Development Board
Fernandina Ocean Highway and Port Authority
76346 William Burgess Blvd, Yulee, FL 32097

Re: Proposal for Professional Consulting Services
For Preparation of Plans and Specifications for Repairs to the Main Wharf and Construction Management and Project Administration for Repairs to the Main Wharf and Replacement of the Wharf's Northernmost Transition Ramp

Dear Ms. DiBella:

TranSystems Corporation is pleased to submit this proposal to provide professional consulting services for the preparation of plans and specifications for repairs to the Port's main wharf that were identified in a condition survey and structural inspection performed in the fall of 2018. Additionally, we propose that TranSystems provide OHPA with all construction management and project inspection and administration services before, during and after construction of the wharf repairs and the replacement of the wharf's northernmost transition ramp. It is our recommendation that both the wharf repairs and the replacement of the failed transition ramp be performed simultaneously by a single, competitively selected and fully qualified contractor in order to expedite the execution of both projects and minimize the potential for inadvertent interruption of terminal operations during construction.

This letter details the services TranSystems proposes to perform, the pricing at which TranSystems proposes to perform those professional services and the schedule for completion of those services for the Ocean Highway and Port Authority.

SCOPE OF SERVICES

In connection with the above referenced Project, TranSystems shall perform the following described services:

1. Development of plans and material specifications for the repairs to the main wharf that were identified in the condition survey by TranSystems' structural engineer divers dated March 1, 2019 – CAD produced construction drawing package and standard format written technical specifications in electronic format. Response and incorporation of one round of review comments. **($17,100)**

2. Bid Package and Bid Support – Preparation of administrative specifications and bid package assembly in electronic format. Coordination with OHPA. Response and incorporation of up to two rounds of review comments. Response to pre-bid questions and review of bids and bidders. Attendance at recommended non-mandatory pre-bid meeting with potential bidders. **($9,700)**

3. Construction Administration – Review of contract requirements of General Contractor. Review of material submittal and shop drawings. Responses to questions & requests for clarifications. Review of Contractor payments. **($12,600)**

4. Site Visits – Up to 4 structural observation site visits by a licensed structural engineer to verify general quality of construction and conformance with design intent, including written observation reports in electronic

TranSystems

Frederick (Rick) R. Ferrin, P.E.
Vice President

format. Up to 8 inspection site visits by a certified inspector to verify general quality of construction and conformance with design intent, including written inspection reports in electronic format. Preparation and compression testing of up to 24 concrete cylinders. **($30,400)**

5. Record Drawings – Preparation of record drawings based on redline as-built plans received from Contractor. **($4,000)**

EXCLUSIONS

1. Geotechnical engineering is excluded.
2. Topographical surveying is excluded.
3. Environmental analysis and permit application preparation is excluded.
4. Repairs to damaged piles along Line 1 (which only require repair if an increased wharf capacity is desired at this time) are excluded.

SCHEDULE

1. Development of Plans and Specifications for the Repairs to the Main Wharf can be completed in 30 days from NTP.

2. Construction Management, Project Inspection and Administration Before, During and After Construction will begin upon completion of the plans and specifications for the wharf repairs and bundling the repairs with the ramp replacement as a solicitation for a single project. Therefore, assuming 30 days from NTP to produce the plans and specifications for the wharf repairs, 15 days to prepare the advertisement, 60 days for public advertisement and contractor selection, 30 days to negotiate and execute the construction contract with issuance of NTP, and 65 days for construction, the total estimated time from NTP to develop the plans and specifications for the wharf repairs to construction completion of both the wharf repairs and the replacement ramp is 200 days.

PROPOSED FEE

As compensation for the performance of the above described Services, TranSystems will be reimbursed by payment of a lump sum fee of **Seventy Three Thousand Eight Hundred Dollars ($73,800.00)**. Invoices will be sent monthly and will be based on TranSystems' estimate of the total Services actually completed as of the time of billing.

ASSUMPTIONS

1. Assumes building permit and plan check is not required.
2. Assumes all submittals are electronic; hard copies are excluded.

We look forward to favorable consideration of our proposal and will be eager to begin upon NTP. Please contact me if you require additional information.

Sincerely,

Frederick R. Ferrin, PE
Vice President, TranSystems Corporation

Ocean Highway and Port Authority
Professional Services Continuing Contract

OCEAN HIGHWAY AND PORT AUTHORITY,

a political entity of the State of Florida, with offices located at , 86130 License Road #9, Fernandina Beach, FL 32034, hereinafter referred to as the "Authority", and

TRANSYSTEMS CORPORATION D/B/A TRANSYSTEMS CORPORATION CONSULTANTS,

a Missouri Corporation licensed to do business in the State of Florida, with its principle place of business located at 200 East Robinson Street, Orlando, FL 32801, hereinafter referred to as the "Consultant," for and in consideration of the mutual covenants herein contained and other good and valuable consideration hereby agree as follows:

CONTRACT DOCUMENTS: This Contract consists of this document including attachments, the Consultant's proposal submitted to the Ocean Highway and Port Authority, as if all components were set forth herein verbatim. In the event of a conflict between the terms and conditions provided in this document including the attachments and the proposal, the provisions in this document shall prevail. No amendment shall be effective until and unless reduced to writing and executed by the Parties.

SCOPE OF SERVICES: The Consultant will provide professional services for various projects as required by the Port to function as a deep-water seaport on an as needed basis. The Consultant's services may include but are not limited to the necessary facility planning, facility, infrastructure and utilities design, topographic and bathymetric surveying, environmental assessment and project permitting, operational feasibility analysis, construction management, Construction Engineering Inspection, master planning, strategic planning, capital improvement planning, multimodal transportation planning and design, land valuation, market and economic analysis and public outreach and information services. Services may include new construction and renovations/additions to existing facilities.

The Consultant shall perform all services in accordance with generally accepted professional standards. No other warranty, express or implied, is made or intended. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with, and the consultant shall be familiar with applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

AUTHORIZATION OF PROFESSIONAL SERVICES: The Consultant shall provide services only after receipt of a written Professional Services Authorization (PSA) issued in accordance with this Contract. PSAs shall be signed by the Consultant and the

Authority and shall constitute supplemental agreements entered into under the terms and conditions of this Contract.

Each PSA shall establish the following:

1. A PSA number;
2. A title for the project;
3. A general description of the purpose of the work;
4. A clear and concise description of each item of the scope of the services to be performed in sufficient detail to reasonably assure both Parties as to the extent and cost of each service to be performed;
5. The scope items to which a lump sum fee applies and the total compensation that will be paid to the Consultant by the Authority for completion of the project services;
6. The scope items, which time charges apply, the rates at which they will be charged by personnel category, and the maximum total compensation amount to which they are limited for each scope item;
7. The expenses qualified for reimbursement, and the rates at which they will be charged by expense category, and the maximum total reimbursement amount to which they are limited;
8. Deliverables;
9. The committed date of completion of the services, with intermediate milestone dates where appropriate;
10. Subconsultants to be utilized, the scope items in which they will be involved, and the above-referenced fees and expenses attributable to them;
11. A designated person to act on the Consultant's behalf on all matters concerning the PSA;
12. The contract manager designated by the Executive Director; and
13. Any additional details that may be required to describe the duties and obligations of the Parties with respect to a particular PSA.

The Executive Director of the Ocean Highway and Port Authority may approve on behalf of the Authority a PSA where the total fee, reimbursable expenses and other compensation to the Consultant do not exceed the threshold amount set forth in the Ocean Highway and Port Authority Procurement Policy, as amended from time to time. Any single PSA in excess of the specified threshold amount shall not be effected, unless and until said document has been approved by the Authority and signed on behalf of the Authority. The PSA shall not be purposefully divided to increase the delegated authority provided to the Executive Director.

The Parties shall negotiate in good faith the terms of each proposed PSA. If the Parties are not able to negotiate in good faith the terms of a particular proposed PSA, no services shall be performed by the Consultant in reliance thereon.

Consultant acknowledges and agrees that time is of the essence with respect to its performance under this Contract and any PSA.

If the project described in any PSA is suspended, canceled, or abandoned by the Authority, without affecting any other PSA or this Contract, the Consultant shall be given seven (7) calendar days prior written notice of such action and shall be compensated for

professional services provided up to the date of suspension, cancellation or abandonment.

SUBCONTRACTORS AND SUBCONSULTANTS: If it should become necessary for the Consultant to utilize the services of an associated firm, a subcontractor or a Subconsultant, in matters relating to the scope of services, then the identity of the associated firm, a subcontractor or a Subconsultant shall be set forth in the particular PSA. The Consultant shall require each such associated engineering firm, subcontractor or Subconsultant to adhere to the appropriate provisions of this Contract and the utilization of any such associated engineering firm, subcontractor or Subconsultant by the Consultant shall not relieve the Consultant from any liability or responsibility to the Authority pursuant to the provisions of this Contract or any duly executed PSA. The Consultant shall not sublet, assign or transfer any work under this Contract to another associated firm, a subcontractor or a Subconsultant without the prior written consent of the Authority.

AUTHORITY COOPERATION: The Authority shall, at its sole cost, furnish to the Consultant all reasonably available books, plans, records, studies and other documents and information in the possession of the Authority to assist the Consultant in performing services pursuant to this Contract. The Authority does not warrant the accuracy or completeness of the information authored by third parties. The Consultant is responsible for independently verifying the information contained in the documents provided.

PROPERTY OF THE AUTHORITY: All reports, studies, plans, specifications, maps and data prepared or obtained by the Consultant pursuant to any duly executed PSA shall become the property of the Authority and shall be made available to the Authority upon request at any reasonable time, including all finished or unfinished documents and other data prepared or obtained by the Consultant upon the termination of this Contract in whole or in part. Consultant shall not be held liable for the accuracy or reliability of any partially completed work clearly identified as partially completed and delivered in accordance with this provision. The Consultant shall have the right to retain reproducible copies of said documents or other data. Any reuse of said documents or other data by the Authority without written verification or adaptation by the Consultant for the specific use intended will be at the sole risk of the Authority and without liability or legal exposure to the Consultant.

CONTRACT ADMINISTRATION: Authority hereby authorizes the Executive Director of the Ocean Highway and Port Authority to administer the terms and conditions of this Contract on behalf of the Authority and to make all managerial decisions on behalf of the Authority as they relate to the provisions of this Contract. The Executive Director shall have the authority to transmit instructions, receive information, interpret and define the policy of the Authority and decisions pertinent to services covered by this Contract. The Executive Director shall have the right from time to time to designate such other employee of the Authority as the Executive Director may deem advisable to perform administrative and managerial functions as they relate to provisions of this Contract.

NOTICE: Any notice or other writings permitted or required to be delivered under the provisions of this Contract must be in writing and shall be delivered by sending the notice by personal delivery, electronic mail, U.S. regular mail, or U.S. express mail in any event with sufficient postage affixed, and addressed as follows:

If to Authority:

Ocean Highway and Port
Authority
86130 License Rd #9
Fernandina Beach, FL
32034
Attention: Executive Director
Email: laura@nassauflorida.com

If to Consultant:

TranSystems Corporation d/b/a TranSystems Corporation Consultants
200 East Robinson Rd, Suite 600
Orlando, FL 32801
Attention: Rick Ferrin
Email: frferrin@transystems.com

Either party may change said address by notice in writing to the other party in the manner herein provided.

ACCESS TO THE PORT: Access to the Port of Fernandina is controlled pursuant to seaport security requirements that change from time to time to comply with applicable governing laws, rules and regulations. The Consultant is responsible for compliance with all of the applicable seaport security requirements, including obtaining Transportation Worker Identification Credentials (TWIC) as necessary for access to the Port to perform the services pursuant to this Contract.

COMPENSATION: The Authority shall pay the Consultant for services performed or rendered for the Authority pursuant to the terms of any duly executed PSA the amount applicable to the portion of the services completed pursuant to the PSA, including but not limited to the related reimbursable expenses. The amount of compensation paid to the Consultant shall in no event exceed the amount set forth in the PSA. The amount of per diem and travel expenses paid by the Authority to the Consultant shall be limited to the extent set forth in Section 112.061 of the Florida Statutes. Payment shall be made by the Authority to the Consultant based upon invoices or statements periodically (but no more than once a month) and timely submitted by the Consultant to the Authority that sufficiently document, itemize, and report all compensation expenses claimed. Recognizing that the Authority is a public entity, the Consultant shall provide all of the necessary documents and records to the Authority and to any independent auditor of the Authority upon request, as necessary pursuant to acceptable accounting standards applicable to public bodies and to provide the necessary audit trail and justification for the

Authority paying said compensation and expenses.

AUTHORITY REPRESENTATIONS: The Authority owns and operates public seaport facilities in Nassau County, Florida, known as "the Port of Fernandina.

The Authority has determined that it is necessary, expedient, and in its best interest to enter into this Contract with the Consultant for the performance of professional consulting services on an as-needed basis in connection with Port Manatee.

CONSULTANT REPRESENTATIONS: The Consultant submitted and stands behind its proposal to the Authority on April 18, 2019, with the knowledge that the Authority is relying thereon as an inducement for entering into this Contract. The Consultant acknowledges that the Authority also relied upon the Consultant's representations identified herein as an inducement for entering into this Contract.

The Consultant is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Contract and the professional qualifications of the Consultant was material inducement for the Authority to enter into this Contract with the Consultant.

The Consultant, in representing the Authority, shall promote the best interest of the Authority and assume towards the Authority a responsible professional relationship consistent with mutual confidence and fair dealing between Consultant and the Authority.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract and that is has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. Consultant represents that it has complied with the provision of Section 287.055(6) of the Florida Statutes.

The Consultant currently has no potential or actual conflict of interest with respect to providing professional services to the Authority. The Consultant agrees to notify the Authority in writing of any commitments during the term of this Contract which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the Authority. The Consultant agrees that it shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Contract.

PROFESSIONAL SERVICES AUTHORIZATIONS FOR OTHERS: If the Parties are not able to negotiate in good faith the terms of a particular proposed PSA, the Authority reserves the right, without prejudice to this Contract, to negotiate for the performance of said services by another qualified firm.

The Authority reserves the right to enter into contracts with other firms for similar services and negotiate with separate firms for separate parts of a single project. The

Consultant is not promised or guaranteed any amount of work or fees as part of this Contract.

It is the intent of this Contract to provide for the performance and rendering of professional consulting services supplemental to any professional consulting services rendered or performed by any other consultant for the Authority. It is also the intention of this Contract to provide the Authority with access to professional consulting services when the abilities, costs or work load of any professional consultant under contract with the Authority, or any other relevant factors make it impractical, not feasible, or less advantageous to use another professional consultant under contract with the Authority.

SUPPLEMENTAL SERVICES: It is the intention of this Contract to provide for the performance and rendering of professional consulting services supplemental to any professional consulting services rendered or performed by any other consultant for the Authority and provide the Authority with additional access to professional consulting services when the abilities, costs or work load of any professional consultant under contract with the Authority or any other relevant factors make it impractical or not feasible or less advantageous to use any other professional consultant under contract with the Authority.

DURATION, REVIEW AND TERMINATION: The Contract shall commence on the day and year as shown below and continue in force for a period of not more than 5 years, with one (1), 5-year option to extend the Contract at the Authority's discretion, subject to annual review by the Authority and termination at the election of either party as described below.

The Authority may annually review this Contract and the Consultant's performance and may make a determination as a result of the review to terminate the Contract or make such modification to this Contract as the Authority may deem appropriate and to which the Consultant may agree. If the Authority determines that the performance of the Consultant is not satisfactory, the Authority shall have the option of: 1) immediately terminating the Contract, or 2) notifying the Consultant of the deficiency with a requirement that the deficiency be corrected within a specified time otherwise the Contract will be terminated at the end of specified time. The Consultant shall be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress will become the property of the Authority and will be promptly delivered to the Authority by the Consultant.

This Contract may be terminated in its entirety by either party giving at least 30 calendar days prior written notice to the other party. If the Contract is terminated, the Consultant shall continue to perform for the remaining 30 day time period in accordance with all previous issued PSAs, except to the extent Consultant is directed by Authority in writing to cease performance of any or all such previously issued PSAs. The Consultant shall be entitled to compensation for all services rendered or performed on outstanding PSAs through the date of the termination together with all costs and expenses incurred in connection therewith, but the Consultant shall not be entitled to any other or further recovery against the Authority, including, but not limited to, anticipated fees or profit on services not required to be performed. The Authority shall determine that portion of the fee earned for any incomplete PSA based on the ratio of such part of the PSA that has

been completed relative to the entire PSA. Any such determination shall be made in the Authority's sole discretion.

The Consultant shall be considered in material default of this Contract and such default shall be considered cause for the Authority to terminate this Contract, in whole or in part, for any of the following reasons: (a) failure to begin services authorized under any particular PSA within the time specified in that PSA, or (b) failure to properly and timely perform the services required hereunder or as directed by the Authority, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey and comply with any applicable laws, ordinances, regulations, agency agreements or other codes of conduct, or (e) Consultant otherwise materially breaches this Contract. In any such event, the Authority may terminate this Contract, in whole or in part, by giving Consultant seven (7) calendar days' written notice. In the event of any such termination, the Authority shall not be obligated to make any further payments to Consultant until such time as the Authority has determined all direct costs, expenses, losses and damages which the Authority may have incurred as a result of such default by Consultant, whereupon the Authority shall be entitled to set off all costs, expenses, losses and damages so incurred by the Authority against any amounts due Consultant for services properly performed.

QUALITY OF PROFESSIONAL CONSULTING SERVICES: The services shall be performed by the Consultant to the reasonable satisfaction of the Authority and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, any duly executed PSA, the prosecution fulfillment of the services hereunder and the character, quality, amount and value thereof which cannot be settled by mutual agreement of the Parties shall be settled by recourse to litigation under Florida law in the appropriate court in Nassau County, Florida.

INDEMNIFICATION: To the greatest extent permitted by law, the Consultant shall indemnify, save and hold harmless the Authority, its officers, directors, employees, and agents from and against claims, causes of action, lawsuits, damages, judgments, losses and expenses, whether direct, indirect or consequential, including but not limited to, bodily injury, sickness, disease or death, personal injury, or injury to or destruction of tangible property, including loss of use, to the extent such claims are caused by the negligent or reckless acts or errors or omissions, or wrongful or willful acts by the Consultant, any Subconsultant or any other person or organization employed by Consultant to perform or furnish any of the services required hereunder, or anyone for whose acts any of them may be liable. This indemnity shall include, but not be limited to, reasonable charges of engineers, attorneys, legal assistants, and other professionals, and costs of both defense and appeal in a court of law, or arbitration, or other tribunal, for any reason. This indemnification shall also include claims, damages, losses and expenses, including reasonable attorneys', experts', and legal assistants' fees and costs, to the extent caused by infringement of patents or copyrights, or public record violations incident to providing the services required hereunder. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the Authority for its own negligence. This Indemnification provision shall survive completion or termination of this Contract.

INSURANCE: During the term of the Contract, the Consultant shall provide, pay for, and maintain with insurance companies satisfactory to the Authority, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable Nassau, Florida, and shall be construed in accordance with the laws of the State of Florida.

The Authority shall be specifically included as an Additional Insured on the Consultant's Commercial General Liability, Umbrella Liability and Business Automobile Liability policies and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The Authority's additional insured status should be extended to the Completed Operations coverage. ISO's standard "Blanket Additional Insured" will not be acceptable.

The Consultant shall deliver to the Authority, prior to the Authority issuing the PSA, properly executed "Certificate(s) of Insurance", setting forth the insurance coverage and limits required herein. The Certificates must be personally, manually signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true and exact copies of the insurance policies required herein shall be provided the Authority, on a timely basis, if requested by the Authority.

The Consultant shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the Authority requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Consultant shall promptly authorize and have delivered such statement to the Authority.

The Consultant authorizes the Authority and/or the Authority's insurance consultant to confirm all information furnished to the Authority, as to its compliance with its Bonds and Insurance Requirements, with the Consultant's insurance agents, brokers, surety, and insurance carriers. The insurance coverage required of the Consultant shall be primary to any insurance or self-insurance program carried by the Authority. The Authority's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Consultant in this Contract.

The acceptance of delivery to the Authority of any Certificate of Insurance evidencing the insurance coverage and limits required in the Contract does not constitute approval or agreement by the Authority that the insurance requirements in the Contract have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Contract requirements.

No work governed by this contract or occupancy of the premises owned or occupied by the Authority shall commence at the site unless and until the required Certificate(s) of Insurance are in effect and the PSA and written Notice to Proceed are issued to the Consultant by the Authority.

The insurance coverage and limits required of the Consultant under this Contract are designed to meet the minimum requirements of the Authority. They are not designed as a recommended insurance program for the Consultant. The Consultant alone shall be

responsible for the sufficiency of its own insurance program. Should the Consultant have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, it should seek professional assistance.

The Authority and its Tenants may continue to operate their businesses on the Authority's premises during the activities of the Consultant. No property used in connection with their activities shall be considered by the Consultant's insurance company as being in the care, custody, or control of the Consultant.

Should any of the required insurances specified in this Contract provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, and the insurance company providing the coverage will not agree in writing to pay the deductible or retention including the costs of defense as provided for in its policy without consideration of the deductible or retention in the settlement of insured claims, then the Consultant agrees, if required by the Authority, to provide, pay for, and maintain a surety bond acceptable to the Authority from an insurance company acceptable to the Authority (or a standby irrevocable Letter of Credit acceptable to the Authority) in the amount of the deductible or retention, guaranteeing payment of the deductible or retention. Said guarantee is to continue for four (4) years following completion of the work.

All of the required insurance coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.

Consultant shall give the Authority thirty (30) calendar days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Contract, except for the application of the Aggregate Limits Provisions.

Renewal Certificate(s) of Insurance shall be provided to the Authority at least twenty (20) calendar days prior to expiration of current coverage so that there shall be no interruption in the work due to lack of proof of the insurance coverage required of the Consultant in this Contract. If the Consultant fails to provide or maintain the insurance coverage required in this Contract at any time during the term of the Contract, the Authority may terminate or suspend this Contract.

If the Consultant utilizes contractors or sub-contractors to perform any work governed by this Contract, the Consultant will ensure all contractors and sub-contractors maintain the same types and amounts of insurance required of the Consultant. In addition, the Consultant will ensure that the contractors and sub-contractors insurances comply with all of the Insurance Requirements specified for the Consultant contained within this Contract. The Consultant shall obtain Certificates of Insurance comparable to those required of the Consultant from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to Authority prior to the subcontractor beginning work.

SPECIFIC INSURANCE COVERAGES AND LIMITS:
All requirements in this Insurance Section shall be complied with in full by the Consultant unless excused from compliance in writing by the Authority. The amounts

and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the Authority.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees engaged in this work under this Contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation: Employer's Liability:
Florida Statutory Requirements
$1,000,000.00 Limit Each Accident
$1,000,000.00 Limit Disease Aggregate
$1,000,000.00 Limit Disease Each Employee

USL&H Coverage shall be maintained by the Consultant if any of the work governed by this Contract or any of the Consultant's employees may be entitled to benefits specified in the United States Longshoremen and Harbor Workers (USL&H) Act (33 USC sections 901-950). The minimum acceptable limits under such coverage shall be no less than $1,000,000.

Jones Act Coverage shall be maintained by the Consultant if any of the work governed by this Contract involves the use of any watercraft (regardless of size). Such coverage must comply with the Federal Jones Act (46 U.S.C.A, subsection 688). The minimum acceptable limits under such coverage shall be no less than $1,000,000.

Commercial General Liability Insurance shall be maintained by the Consultant on the Full Occurrence Form. Coverage shall include but not be limited to Premises and Operations, Personal Injury, Contractual Liability, Independent Contractors, Broad Form Property Damage, and Products & Completed Operations Coverage and shall not exclude coverage for the "X" (explosion), "C (collapse) and "U" (underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

Bodily Injury & Property Damage Liability: $1,000,000.00 Combined Single Limit each occurrence and aggregate.

Completed Operations Liability Coverage shall be maintained by the Consultant for a period of not less than four (4) years following Final Completion and Acceptance by the Authority.

The use of an Excess and/or Umbrella policy shall be acceptable if the level of protection provided by the Excess and/or Umbrella policy is no less restrictive then the Primary General Liability policy.

Business Automobile Liability Insurance shall be maintained by the Consultant as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased or hired vehicles with limits of not less than :

Bodily Injury: $1,000,000.00 Limit Each Accident
Property Damage Liability: $1,000,000.00 Limit Each Accident

or

Bodily Injury & Property Damage Liability: $1,000,000.00 Combined Single Limit Each Accident

Professional Liability Insurance shall be maintained by the Consultant that will respond to claims arising out of any professional services provided by the Consultant. The minimum acceptable limits of such coverage shall be $2,000,000 per claim and in aggregate and shall be maintained for a minimum of 4 years following the termination of this agreement.

Watercraft Liability Insurance shall be maintained by the Consultant if any of the services provided by the Consultant or any of its sub-consultants require the use of any watercraft that is in excess of 26 feet in length. The minimum acceptable limits of such coverage shall be $1,000,000.

Aircraft Liability Insurance shall be maintained by the Consultant if any of the services provided by the Consultant or any of its sub-contractors require the use of any aircraft. The minimum acceptable limits of such coverage shall be $1,000,000.

PROFESSIONAL LIABILITY: The Consultant recognizes that the registered persons practicing engineering with the Consultant as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Consultant who performs consulting engineering services for the Authority pursuant to this Contract or any particular PSA shall be liable in accordance with section 471.023(3) of the Florida Statutes.

LEGAL RESTRAINTS AND LIMITATIONS: The Consultant acknowledges that the Authority, as a unit of local government and as a subdivision of the State of Florida, is subject to controls, limitations, regulations and restraints imposed or administered pursuant to numerous applicable laws, ordinances, agreements, rules and regulations of federal, state, regional and certain local jurisdictions, governmental agencies or authorities. Additionally, the Consultant acknowledges that the Authority often receives grants and participates in grant or funding agreements from federal and state agencies. All services rendered or performed by the Consultant pursuant to any duly executed PSA shall be in conformance therewith.

In performing services, Consultant shall be responsible for identifying and assisting the Authority in obtaining all permits necessary to complete the services.

The Consultant is retained by the Authority only for the purposes and to the extent set forth in this Contract, and its relationship with the Authority shall, during the term of this Contract, be that of an independent contractor. Consultant shall have the discretion, subject to the requirement that it perform the services required hereunder competently and professionally in accordance with the applicable professional standards and

otherwise comply with the terms of this Contract, to select the means and methods of performing such services. In this regard, Consultant shall be fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or retained by Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, Subconsultants, suppliers, experts or other persons or organizations retained or utilized by Consultant for the services required hereunder shall be considered by reason of the provisions of this Contract or otherwise as being an employee or agent of the Authority. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances and regulations required of an employer performing services as herein contemplated. Furthermore, Consultant is responsible for paying all income and employment taxes, and the Authority shall not be responsible for collecting and/or paying withholding, FUTA, FICA and any other state or federal taxes.

At all times during the performance of any of the services required hereunder, Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

LITIGATION AND ADMINISTRATIVE PROCEEDINGS: In the event the Consultant is authorized by a duly executed PSA to become involved in litigation or administrative proceedings as a witness for the Authority or in any other professional assignment connected with litigation or administrative proceedings, the compensation or fee to the Consultant for such services shall not be related to the findings of any court or administrative agency concerning the adequacy or inadequacy of the compensation or fee. The Authority shall pay the Consultant compensation for said services in the manner set forth in the particular Authorization regardless of the decision in any such litigation or administrative proceedings.

LEGAL QUALIFICATIONS AND ETHICAL CONSIDERATIONS: The Consultant warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The Consultant recognizes that in rendering or performing professional services pursuant to the provisions of this Contract, the Consultant is working for the residents of Nassau County, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Consultant shall in all of its relationships with the Authority pursuant to the provisions of this Contract conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform services.

The Consultant acknowledges that the portion of its books and records related to its contracting activities with the Authority may become subject to inspection and copying under the Florida Public Records Act. The Consultant agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to section 119.0701 of the Florida Statutes. The Consultant agrees, to the extent required by law, to:

1. keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;
2. provide the public with access to the public records under the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided for by law;
3. ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. meet all requirements where retained public records and transfer, at no cost, to the Authority, all public records in possession of the Consultant, upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Consultant agrees that all records stored electronically shall be provided to the Authority in a format that is compatible with the information technology systems of the Authority. The Consultant shall promptly provide the Authority with a copy of any request to inspect or copy public records that Consultant receives and a copy of the Consultant's response to each request. The Consultant understands and agrees that failure to provide access to the public records shall be a material breach of the Contract, its amendments, and PSAs.

Consultant has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, specifically section 2(a), and the Authority's requirement that the Consultant has complied with it in all respects prior to and will comply with it in all respects during the term of this Contract.

NO WAIVER OF SOVEREIGN IMMUNITY: Nothing herein shall be interpreted as a waiver by the Authority of its rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the Authority expressly reserves these rights to the full extent allowed by law. This shall survive completion or termination of this Contract.

SEVERABILITY: It is understood and agreed by the Parties hereto that if any part, term or provision of this Contract is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

SUCCESSORS AND ASSIGNS: This Contract shall be binding on successors, assigns, and legal representatives of and persons in privity of contract with the Authority or Consultant. The Consultant shall not sublet, assign, or transfer this Contract, any PSA or any other work specifically set forth under this Contract without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. This shall survive completion or termination of this Contract.

JURISDICTION AND VENUE: The Contract shall be governed by and construed under the laws of the State of Florida. Venue for any action arising under the Contract shall lie exclusively in state courts in Nassau County, FL. Each Party consents to the jurisdiction

of such court in any such civil action or legal proceeding and waives any objection to the aforeseaid laying of venue of any such civil action or legal proceeding in such court. This shall survive completion or termination of this Contract.

ATTORNEY FEES: If any subsequent legal action or other proceedings, including but not limited to any trial proceeding or appellate proceeding, are brought for the enforcement of this Contract, or because of any alleged dispute, breach, default or misrepresentation in connection with any provision of this Contract, the successful or prevailing Party shall be entitled to recover all costs incurred, including reasonable attorneys', legal assistants', and experts' fees and costs prior to trial, at trial, and on appeal, in addition to any other relief to which such Party maybe entitled. No entity or person other than the Parties shall have any legally enforceable rights under this Contract or by reason of its existence, other than as explicitly set forth herein. This shall survive completion or termination of this Contract.

INTERPRETATION: The Parties represent and warrant that they have entered into this Contract relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Contract without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Contract. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Contract's contents and agree that this Contract shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not herein expressed has been made to an adverse party and that this Contract contains the entire agreement between the Parties hereto and that the terms of this Contract are contractual and not a mere recital. This Contract shall be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Contract shall be construed more strictly against any Party.

All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract unless stated otherwise.

The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions.

AGREEMENTS RELATING TO CONSIDERATION: Each party acknowledges and agrees that the covenants under this Contract, together with the consideration exchanged hereunder, constitute full, fair and valuable consideration for the transfers, transactions and releases required of and by the Parties pursuant to the provisions of this Contract and that, by virtue of the above-referenced consideration, the Parties have received reasonably equivalent value in exchange for their obligations under this Contract. The Parties acknowledge and agree that each has received and reviewed a copy of this Contract in the presence of their respective, independent counsel retained

by them. Each party understands the purport, tenor, and effect of this Contract, and has entered into this Contract freely and voluntarily.

AUTHORITY TO EXECUTE: Each of the Parties hereto covenants to the other party hereto that it has lawful authority to enter into this Contract, that the governing or managing body of each of the Parties has approved this Contract and that the governing or managing body of each of the Parties has authorized the execution of this Contract in the manner hereinafter set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, in duplicate, this the _____ day of _____.

OCEAN HIGHWAY AND PORT AUTHORITY

By: _____

Title:_____

WITNESSES:

TRANSYSTEMS CORPORATION
D/B/A TRANSYSTEMS CORPORATION
CONSULTANTS

_____ By.: _____

_____ Title: _____

BlueLinx Corporation

Presentation to Ocean Highway and Port Authority of Nassau County – June 12, 2019

Executive Summary

BlueLinx
America's Building Products Distributor

Issue

- During development of Georgia-Pacific's industrial warehouse facility at 86554 Gene Lassere Boulevard in Yulee, a landlocked strip in the middle of the property was omitted from the sale of the property to ABP-FL (Yulee) LLC (successor in title to Georgia-Pacific) in July 1995
- Title to this strip of land remains with the OHPA

Request

- To correct the omission, BlueLinx is requesting a quitclaim deed from the OHPA to convey this strip of land to its subsidiary, ABP-FL (Yulee) LLC

History / Timeline

BlueLinx
America's Building Products Distributor

1989

Fernandina International Tradeplex PUD is formed

- Master Development Plan includes extension of Gene Lassere Blvd to service development

December 1994

OHPA conveys land for extension of Gene Lassere Blvd to Nassau County [1]

June 1995

- Georgia-Pacific seeks and obtains an approval of a plan to acquire and develop three parcels in the PUD (including the "Strip")
- Through a series of deeds:
  - Nassau County conveys the land for the proposed extension of Gene Lassere Blvd back to OHPA [2, 4, 5]
  - OHPA conveys to Nassau County the land now known and designated as Coastline Drive [3]

July 1995

- OHPA conveys three PUD parcels to Georgia-Pacific; conveyance omitted the "Strip" [6]
- Property developed by Georgia-Pacific

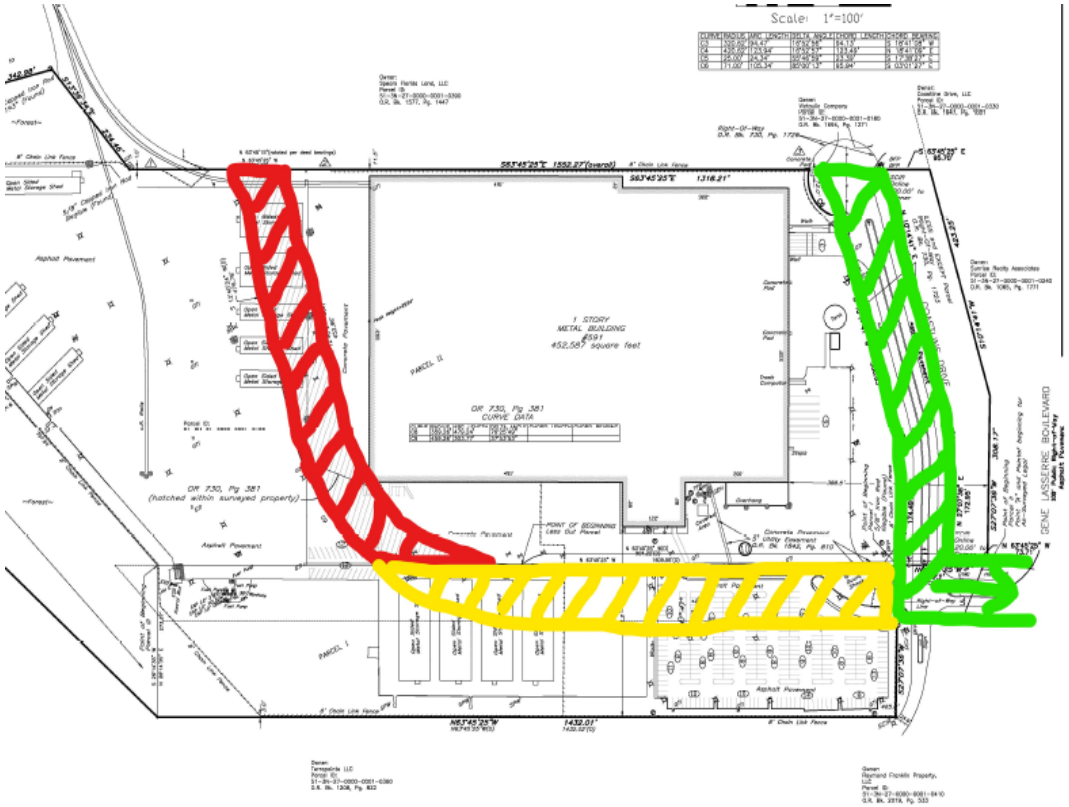
May 2004

Georgia-Pacific conveys the combined property to ABP-FL (Yulee) (a subsidiary of BlueLinx); conveyance omitted the "Strip" [7]

[1] Warranty Deed recorded May 24, 1995 in OR Book 730, page 379
[2] Quitclaim Deed recorded June 5, 1995 in OR Book 730, page 1719
[3] Right of Way Quitclaim Deed recorded in OR Book 730, page 1723
[4] Corrective Quit-Claim Deed recorded July 27, 1995 in OR Book 735, page 083
[5] Quitclaim Deed recorded August 8, 1995 in OR Book 735, page 1980
[6] Corporate Warranty Deed recorded August 8, 1995 in OR Book 735, page 1983
[7] Special Warranty Deed recorded May 18, 2004 in OR Book 1231, page 541

Current Status

- Georgia-Pacific and BlueLinx have continuously operated on the property, including the “Strip” since 1995
- Landlocked “Strip” held by OHPA bisects main portion of BlueLinx property at SW corner of warehouse
- Access to adjacent parcels to north provided through Coastline Drive on east side of property

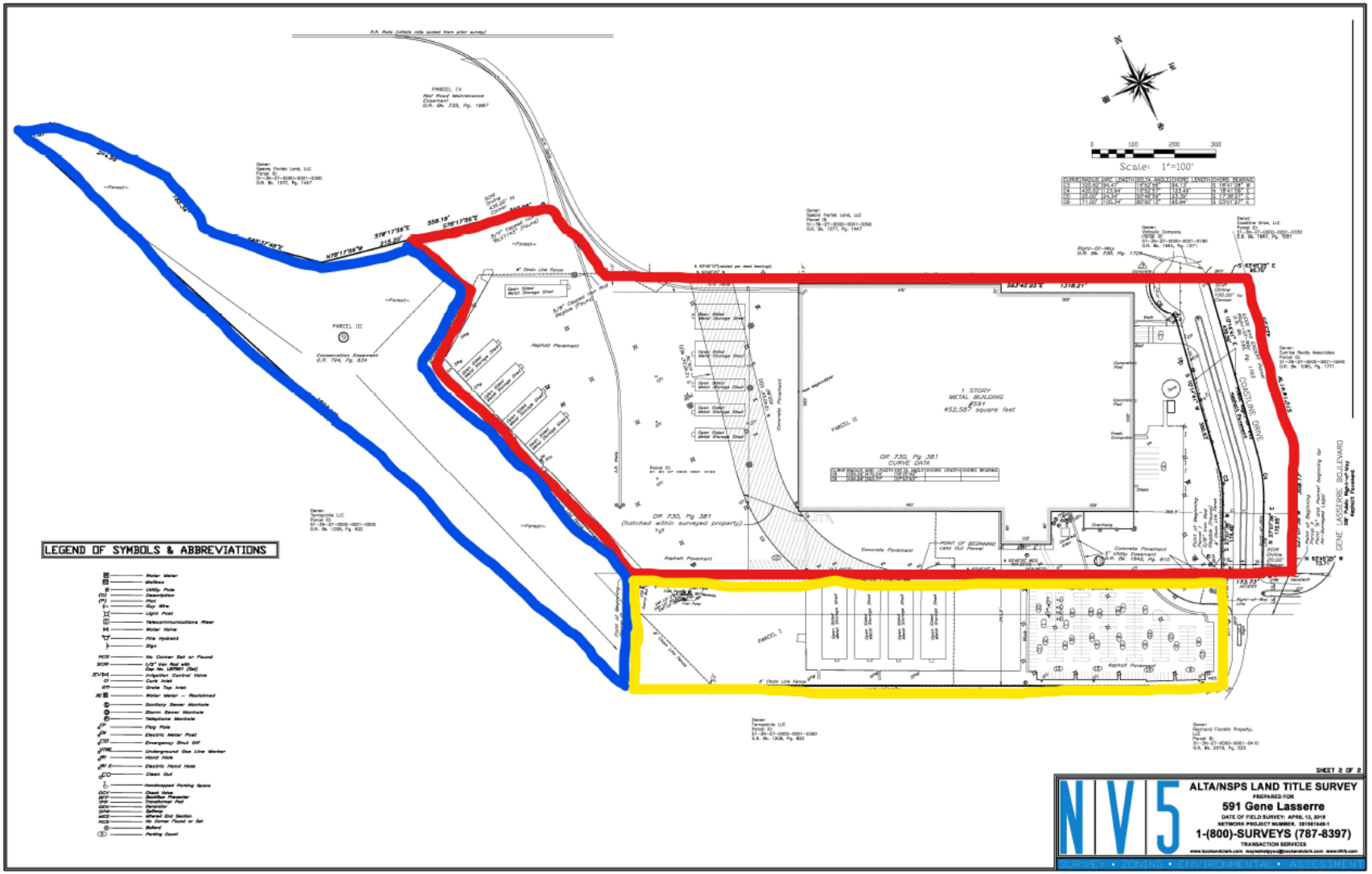


* “Strip” highlighted in red

Request

- BlueLinx is requesting a quitclaim deed from OHPA to ABP-FL (Yulee), a subsidiary of BlueLinx, to correct the 1995 omission of the "Strip" from the property sale and to clear title
  - Georgia-Pacific developed the property per understanding with local authorities
  - Georgia-Pacific and BlueLinx have continuously operated on the property since 1995
  - Strong economic commitment to local area
  - Real estate taxes paid on full parcel (including the "Strip") since 1995 acquisition and locally-approved development
  - Exercise of exclusive and continuous control over entire property since 1995
- Landlocked "Strip" should have been conveyed to GP/BlueLinx when all three parcels were sold to GP/BlueLinx in 1995. We believe a legal description taking into account the conveyance of the "Strip" in the Corrective Quit-Claim Deed recorded on July 27, 1995 in OR Book 735, page 083 should have been used when the three-parcel sale to GP/BlueLinx took place
  - The three-parcel conveyance to GP/BlueLinx, which landlocked the "Strip," eliminated the "Strip's" original purpose
  - Furthermore, access to the adjacent parcels to the north of the property is provided through Coastline Drive on the east side of property, as reflected in the deed conveyances in 1995
- Continued existence of the "Strip" in the name of OHPA affects our title to the property, and is inconsistent with historical and ongoing operations and use of the property since 1995

Current Survey



Current Tax Map

Aerial View

BlueLinx
America's Building Products Distributor

Questions?

BlueLinx

America's Building Products Distributor

86554 Gene Lasserre Boulevard
Yulee, Florida

Deeds

Warranty Deed

dated December 28, 1994

recorded May 24, 1995

in OR Book 730, pages 379-381

MAY 2 4 1995

FOR RECORDER

BK0730PG0379
OFFICIAL RECORDS

THIS INTSRUMENT PREPARED BY:
Arthur I. Jacobs
Arthur I. Jacobs
401 Centre Street, Second Floor, Post Of
Fernandina Beach, Florida 32035

RECORD AND RETURN TO:
Arthur I. Jacobs
401 Centre Street, Second Floor,
Fernandina Beach, Florida 32035

RE PARCEL ID #:
BUYER'S TIN:

R15.00
DS 70

SPECIAL CORPORATE WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 28th day of December, 19 94 by Ocean Highway and Port Authority of Nassau County, a public body politic, hereinafter called Grantor, and whose address is 910 South 8th Street, Fernandina Beach, Florida 32034 to Board of County Commissioners of Nassau County, Florida, hereinafter called Grantee, and whose address is Post Office Box 456, Fernandina Beach, Florida 32034.

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten and NO/100 Dollars and other valuable considerations, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee the following described land situate, lying and being in the County of Nassau, State of Florida to wit:

SEE EXHIBIT "A" ATTACHED HERETO.

NASSAU COUNTY 132824
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
P.B. 11352
MAY 24 95
00.70

SUBJECT TO taxes accruing subsequent to December 31, 1993.
SUBJECT TO covenants, restrictions and easements of record.
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
AND the Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims arising by, through or under the Grantor.

Form Software by Automated Real Estate Systems, Inc. 1-800-330-1210

BK0730PG0380
OFFICIAL RECORDS

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name by its duly authorized officer(s) and caused its corporate seal to be hereto affixed the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature

Robert L. Peters
Witness Printed Signature

Witness Signature

Brenda G. Stivers
Witness Printed Signature

OCEAN HIGHWAY AND PORT AUTHORITY
OF
NASSAU COUNTY

by: Nick D. Deonas, Chairman

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 28th day of Dec, 19 94 by Nick D. Deonas, Chairman, Ocean Highway and Port Authority, a body politic who produced _____ as identification and who did not take an oath.

Notary Public, State and County Aforesaid

Notary Signature

Brenda G. Stivers
Notary Printed Signature

(Title or Rank)

(Serial No., if any)

BRENDA G. STIVERS
My COMMISSION # CC 174291
EXPIRES: February 28, 1998

Form Software by Automated Real Estate Systems, Inc. 1-800-330-1866

PORT AUTHORITY

BK0730PG0381
OFFICIAL RECORDS

Commencing at the centerline intersection of State Road No. 200/A-1-A, a 200 foot right-of-way, and State Road No. 200 (also known as Chester Road) a 100 foot right-of-way; thence North 7 degrees 51 minutes 50 seconds East and along said centerline of State Road No. 200-A, 32.43 feet; thence North 72 degrees 46 minutes 59 seconds West and parallel to said centerline of State Road No. 200/A-1-A, 2481.53 feet to the point of a curve to the left, said curve being concave to the Southeast, having a radius of 5730.17 feet, and a delta angle of 11 degrees 58 minutes 00 seconds; thence Northwesterly along said curve and parallel to the said centerline, an arc distance of 1196.79 feet to the point of tangency; thence North 84 degrees 44 minutes 59 seconds West and parallel to the said centerline, 299.61 feet; thence North 05 degrees 15 minutes 01 seconds East, 70.00 feet to the Northerly right-of-way line of said State Road No. 200/A-1-A, said point being the point of a curve to the right, said curve being concave to the Northeast, having a radius of 90.00 feet, and a delta angle of 90 degrees 00 minutes 00 seconds; thence Northerly along said curve, an arc distance of 78.54 feet to the point of tangency; thence North 05 degrees 15 minutes 01 seconds East, 152.24 feet to the point of a curve to the left, said curve being concave to the Southwest, having a radius of 773.55 feet, and a delta angle of 23 degrees 25 minutes 27 seconds; thence Northerly along said curve an arc distance of 316.25 feet to the point of tangency; thence North 18 degrees 10 minutes 26 seconds West, 1391.39 feet to the point of a curve to the left, said curve being concave to the Southwest, having a radius of 573.95 feet, and a delta angle of 45 degrees 34 minutes 59 seconds; thence Northwesterly along said curve, an arc distance of 456.62 feet to the point of tangency; thence North 63 degrees 45 minutes 25 seconds West, 904.22 feet to the Point of Beginning, said point being the point of a curve to the right, said curve being concave to the Northeast, having a radius of 359.26 feet, and a delta angle of 76 degrees 25 minutes 49 seconds; thence Northerly along said curve an arc distance of 479.24 feet to the point of tangency;

thence North 12 degrees 40 minutes 24 seconds East, 999.77 feet to the Southwesterly right-of-way line of CSX Transportation Railroad; thence North 63 degrees 45 minutes 25 seconds West and along said Southwesterly right-of-way line, 172.82 feet; thence South 12 degrees 40 minutes 24 seconds West, 212.62 feet; thence North 30 degrees 58 minutes 40 seconds West, 98.51 feet; thence South 12 degrees 40 minutes 24 seconds West, 756.41 feet to the point of a curve to the left, said curve being concave to the Northeast, having a radius of 459.26 feet, a delta angle of 37 degrees 53 minutes 53 seconds; thence Southerly along said curve an arc distance of 303.77 feet; thence South 63 degrees 45 minutes 25 seconds East 247.48 feet to the Point of Beginning.

9500264

95 MAY 24 PM 3:48
CLERK OF COURTS
NASSAU COUNTY, FLORIDA

Quitclaim Deed

dated June 2, 1995

recorded June 5, 1995

in OR Book 730, page 1719

Rec 19.50
20.70

THIS INSTRUMENT PREPARED BY:
Arthur I. Jacobs
Jacobs & Peters, P. A.
401 Centre Street, Second Floor, Post Of
Fernandina Beach, Florida 32035

JUN - 5 1995

FOR RECORDER

BK0730PG1719

OFFICIAL RECORDS

RECORD AND RETURN TO:
Jacobs & Peters, P. A.
401 Centre Street, Second Floor, Post Of
Fernandina Beach, Florida 32035

RE PARCEL ID#:
BUYER'S TIN:

QUIT - CLAIM DEED

THIS QUIT - CLAIM DEED is made this 2nd day of June, 1995 by Board of County Commissioners of Nassau County, Florida, hereinafter called Grantor, and whose address is Post Office Box 456, Fernandina Beach, Florida 32034 to Ocean Highway and Port Authority of Nassau County, a public body politic, hereinafter called Grantee and whose address is 910 South 8th Street, Fernandina Beach, Florida 32034.

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten and NO/100 Dollars and other valuable considerations in hand paid to the Grantor, receipt whereof is hereby acknowledged, does remise, release and quit-claim unto the Grantee, all that certain land situate, lying and being in Nassau County, Florida, viz:

All that certain piece, parcel or tract of land described on Exhibit "A" attached hereto and by reference made a part hereof.

NASSAU COUNTY
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT OF REVENUE
P.B. 11052 JUN-6'95 00.70

SUBJECT TO taxes accruing subsequent to December 31, 1995.

SUBJECT TO covenants, restrictions and easements of record, if any, however this reference thereto shall not operate to reimpose same.

SUBJECT TO taxes for the current year.

TO HAVE AND TO HOLD the same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee.

NTS 6125

BK0730PG1720
OFFICIAL RECORDS

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature

Michael S. Mullis
Witness Printed Signature

Witness Signature

T. J. Greeson
Witness Printed Signature

Board of County Commissioners of
Nassau County, Florida

By: Jerry L. Higginbotham

Its: Chairman

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 2nd day of June, 1995 by Jerry L. Higginbotham Board of County Commissioner of Nassau County, Florida, on behalf of the commission. He/She is personally known to me or has produced _____ as identification.

Notary Public, State and County Aforesaid

Margie J. Armstrong
Notary Signature

Margie S. Armstrong
Notary Printed Signature

MARGIE S. ARMSTRONG
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Nov. 5, 1995
Commission No. CC197999
(Title or Rank)

(Serial No., if any)

Form Software by Automated Real Estate Systems, Inc. 1-800-330-1256

LEGAL DESCRIPTION - RECORDED RIGHT OF WAY

NORTHERLY TRACT

PART OF THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE JOHN LOWE MILL GRANT, SECTION 51, TOWNSHIP 3 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS VOLUME 730, PAGE 381 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF STATE ROAD NO. 200 / A-1-A (A VARYING RIGHT-OF-WAY ACCORDING TO DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS, SECTION 74060-2503) WITH THE CENTERLINE OF STATE ROAD NO. 200-A / CHESTER ROAD (A 100 FOOT WIDE RIGHT-OF-WAY ACCORDING TO DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION 74600-2150 [7460-175] AND RUN NORTH 07° 51' 50" EAST ALONG THE LAST MENTIONED CENTERLINE A DISTANCE OF 32.43 FEET TO A POINT WHERE LAST MENTIONED CENTERLINE INTERSECTS THE CENTER-LINE OF THE SURVEY OF THE AFOREMENTIONED STATE ROAD NO. 200 / A-1-A ; RUN THENCE NORTH 72° 48' 59" WEST ALONG SAID CENTERLINE OF THE SURVEY A DISTANCE OF 2,481.53 FEET TO A POINT OF CURVATURE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID CENTERLINE OF SURVEY, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 5,730.17 FEET, A CHORD DISTANCE OF 1,194.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 78° 45' 59" WEST; RUN THENCE NORTH 84° 44' 59" WEST CONTINUING ALONG SAID CENTERLINE OF THE SURVEY A DISTANCE OF 299.61 FEET TO A POINT; RUN THENCE NORTH 05° 15' 01" EAST A DISTANCE OF 70.00 FEET TO POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 200 / A-1-A; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE; SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 50.00 FEET, A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 39° 44' 59" WEST; RUN THENCE NORTH 05° 15' 01" EAST, A DISTANCE OF 152.24 FEET TO A POINT OF CURVATURE OF A SECOND CURVE; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 773.55 FEET, A CHORD DISTANCE OF 314.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 06° 27' 43" WEST; RUN THENCE NORTH 18° 10' 26" WEST A DISTANCE OF 1,391.39 FEET TO A POINT OF CURVATURE OF A THIRD CURVE; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 573.95 FEET, A CHORD BEARING AND DISTANCE OF NORTH 40° 57' 56" WEST; 444.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 63° 45' 25" WEST, 904.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 359.26 FEET; RUN THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76° 25' 49", A DISTANCE OF 479.24 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25° 32' 30" WEST, 444.49 FEET; THENCE NORTH 12° 40' 24" EAST, 452.66 FEET TO THE POINT OF BEGINNING:

FROM THE POINT OF BEGINNING THENCE RUN NORTH 63° 45' 25" WEST, 102.87 FEET; THENCE NORTH 12° 40' 24" EAST, 279.61 FEET; THENCE NORTH 30° 58' 40" WEST, 98.51 FEET; THENCE NORTH 12° 40' 24" EAST, 212.62 FEET TO A POINT LYING IN THE SOUTHERLY LINE OF THE CSX TRANSPORTATION RIGHT OF WAY (120' RIGHT OF WAY); THENCE SOUTH 63° 45' 25" EAST ALONG AND WITH SAID SOUTHERLY LINE 172.82 FEET TO A POINT; THENCE SOUTH 12° 40' 24" WEST, 547.11 FEET TO THE POINT OF BEGINNING.

CONTAINS 71,003 SQUARE FEET OR 1.63 ACRES, MORE OR LESS.

EASEMENTS, ENCROACHMENTS AND ENCUMBRANCES, IF ANY, HAVE NOT BEEN ADDRESSED NOR INCLUDED.

(5 - 26 - 95)

LEGAL DESCRIPTION - RECORDED RIGHT OF WAY

OFFICIAL RECORDS

SOUTHERLY TRACT

PART OF THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE JOHN LOWE MILL GRANT, SECTION 51, TOWNSHIP 3 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS VOLUME 730, PAGE 381 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF STATE ROAD NO. 200 / A-1-A (A VARYING RIGHT-OF-WAY ACCORDING TO DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS, SECTION 74080-2503) WITH THE CENTERLINE OF STATE ROAD NO. 200-A / CHESTER ROAD (A 100 FOOT WIDE RIGHT-OF-WAY ACCORDING TO *DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION 74900-2150 [7480-175]*) AND RUN NORTH 07° 51' 50" EAST ALONG THE LAST MENTIONED CENTERLINE A DISTANCE OF 32.43 FEET TO A POINT WHERE LAST MENTIONED CENTERLINE INTERSECTS THE CENTER-LINE OF THE SURVEY OF THE AFOREMENTIONED STATE ROAD NO. 200 / A-1-A ; RUN THENCE NORTH 72° 48' 59" WEST ALONG SAID CENTERLINE OF THE SURVEY A DISTANCE OF 2,481.53 FEET TO A POINT OF CURVATURE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID CENTERLINE OF SURVEY, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 5,730.17 FEET, A CHORD DISTANCE OF 1,184.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 78° 45' 59" WEST; RUN THENCE NORTH 84° 44' 59" WEST CONTINUING ALONG SAID CENTERLINE OF THE SURVEY A DISTANCE OF 299.61 FEET TO A POINT; RUN THENCE NORTH 05° 15' 01" EAST A DISTANCE OF 70.00 FEET TO POINT ON THE NORTHERLY RIGHT-OF-WAY *LINE OF SAID STATE ROAD NO. 200 / A-1-A; RUN THENCE IN A NORTHWESTERLY DIRECTION* ALONG THE ARC OF A CURVE; SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 50.00 FEET, A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 39° 44' 59" WEST; RUN THENCE NORTH 05° 15' 01" EAST, A DISTANCE OF 152.24 FEET TO A POINT OF CURVATURE OF A SECOND CURVE; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 773.55 FEET, A CHORD DISTANCE OF 314.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 06° 27' 43" WEST; RUN THENCE NORTH 18° 10' 26" WEST A DISTANCE OF 1,391.39 FEET TO A POINT OF CURVATURE OF A THIRD CURVE; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 573.95 FEET, A CHORD BEARING AND DISTANCE OF NORTH 40° 57' 56" WEST; 444.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 63° 45' 25" WEST, 904.22 FEET TO THE POINT OF BEGINNING:

FROM THE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEING THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 359.26 FEET; RUN THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76° 25' 49", A DISTANCE OF 479.24 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25° 32' 30" WEST, 444.49 FEET; THENCE NORTH 12° 40' 24" EAST, 452.66 FEET; THENCE NORTH 63° 45' 25" WEST, 102.87 FEET; THENCE SOUTH 12° 40' 24" WEST, 476.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 459.26 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37° 53' 55", A DISTANCE OF 303.78 FEET TO A POINT FOR THE POINT OF DEPARTURE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06° 16' 33" EAST, 298.27 FEET; THENCE SOUTH 63° 45' 25" EAST, 288.09 FEET TO THE POINT OF BEGINNING.

CONTAINS 81, 533 SQUARE FEET, OR 1.87 ACRES, MORE OR LESS.

EASEMENTS, ENCROACHMENTS AND ENCUMBRANCES, IF ANY, HAVE NOT BEEN ADDRESSED NOR INCLUDED.

(5 - 26 - 95)

FILED & RECORDED IN OFFICIAL RECORDS OF NASSAU COUNTY, FL

9508808

95 JUN -6 PM 2:35

JOHN A. CRAWFORD
CLERK OF COURTS
NASSAU COUNTY, FLORIDA

Right of Way Quitclaim Deed

dated June 2, 1995

recorded in OR Book 730, page 1723

BK0730PG1723
OFFICIAL RECORDS

THIS INSTRUMENT PREPARED BY:
Jacobs & Peters, P. A.
P. O. Box 1110
Fernandina Beach, Florida 32034

RETURN TO:
Board of County Commissioners
P. O. Box 456
Fernandina Beach, Florida 32034

JUN - 5 1995

Rec 15.00
70
15.70

RIGHT OF WAY QUITCLAIM DEED

THIS QUITCLAIM DEED is made upon this 2nd day of June, 1995, by OCEAN HIGHWAY AND PORT AUTHORITY of Nassau County, a public body politic, and the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, for and on behalf of the PUBLIC AT LARGE (hereinafter referred to as County), whose mailing address is Post Office Box 456, Fernandina Beach, Florida 32034.

WITNESSETH

WHEREAS, THE GRANTOR occupies and claims ownership to various tracts of land in Nassau County, Florida through which County wishes to establish a public road; and

NOW THEREFORE, in consideration of the benefit to the Grantor's property and to the Public at Large by the construction or maintenance of the herein proposed road, and in consideration of ONE ($1.00) DOLLAR in hand paid, the receipt whereof is hereby acknowledged, and in lieu of the exercise of the power of eminent domain by the County, the Grantor does hereby remise, convey and forever Quitclaim unto the County, its successors and assigns, upon the terms and conditions herein stated, so much land in Nassau County, as right of way for a public road, as is consistent with its record title to the following described land:

SEE EXHIBIT A attached hereto and by this reference made a part hereof.

EXCEPTING FROM THIS GRANT, AND RESERVING to the Grantor, its successors and assigns forever, as an appurtenance to the contiguous lands from whence this grant is made, the right to access and use such road from adjoining lands fronting upon the road, at such locations as may, by reasonable regulation, be consistent with safe traffic flow.

THIS INSTRUMENT QUITCLAIMS only so much interest of Grantor in the property herein described as is consistent with its record title, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed, upon the date stated.

OCEAN HIGHWAY AND PORT AUTHORITY of Nassau County

Witnesses:

Brenda G. Stivers

Brenda G. Stivers
Witnesses printed name

Fay Richman
Witnesses printed name

By: [signature]
Nick D. Deonas
Its: Chairman

ATTEST: Terrell J. Powell
Terrell Powell
Its: Secretary

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
PD. JUN-5'95
00.70

NB - 605

BK0730PG1724
OFFICIAL RECORDS

STATE OF FLORIDA
COUNTY OF NASSAU

BEFORE ME the undersigned authority personally appeared Nick D. Deonas, Chairman, and Terrell Powell, Secretary, Ocean Highway and Port Authority, who acknowledged before me the execution of this instrument by authority and on behalf of the Ocean Highway and Port Authority. Both are personally known to me.

IN WITNESS WHEREOF I have set my hand and seal upon this 1st day of June, 1995.

Notary Public

BRENDA B. STIVERS
MY COMMISSION # CC 174981
EXPIRES: February 28, 1998

Printed Name

My Commission Expires

CERTIFICATE OF ACCEPTANCE
BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

This is to certify that on the 2nd day of June, 1995, the foregoing donation of road right of way was accepted by the County Commission of Nassau County, Florida.

By: Chairman

ATTEST

By:
Its:

LEGAL DESCRIPTION - NORTH ROAD

SOUTHERLY TRACT

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE JOHN LOWE MILL GRANT, SECTION 51, TOWNSHIP 3 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF STATE ROAD NO. 200 / A-1-A (A VARYING RIGHT-OF-WAY ACCORDING TO DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS, SECTION 74060-2503) WITH THE CENTERLINE OF STATE ROAD NO. 200-A / CHESTER ROAD (A 100 FOOT WIDE RIGHT-OF-WAY ACCORDING TO DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION 74600-2150 | 7480-175 |) AND RUN NORTH 07° 51' 50" EAST ALONG THE LAST MENTIONED CENTERLINE A DISTANCE OF 32.43 FEET TO A POINT WHERE LAST MENTIONED CENTERLINE INTERSECTS THE CENTER-LINE OF THE SURVEY OF THE AFOREMENTIONED STATE ROAD NO. 200 / A-1-A ; RUN THENCE NORTH 72° 48' 59" WEST ALONG SAID CENTERLINE OF THE SURVEY A DISTANCE OF 2,481.53 FEET TO A POINT OF CURVATURE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID CENTERLINE OF SURVEY, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 5,730.17 FEET, A CHORD DISTANCE OF 1,184.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 78° 45' 59" WEST; RUN THENCE NORTH 84° 44' 58" WEST CONTINUING ALONG SAID CENTERLINE OF THE SURVEY A DISTANCE OF 299.61 FEET TO A POINT; RUN THENCE NORTH 05° 15' 01" EAST A DISTANCE OF 70.00 FEET TO POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 200 / A-1-A; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE; SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 50.00 FEET, A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 39° 44' 59" WEST; RUN THENCE NORTH 05° 15' 01" EAST, A DISTANCE OF 152.24 FEET TO A POINT OF CURVATURE OF A SECOND CURVE; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 773.55 FEET, A CHORD DISTANCE OF 314.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 05° 27' 43" WEST; RUN THENCE NORTH 16° 10' 26" WEST A DISTANCE OF 1,391.39 FEET TO A POINT OF CURVATURE OF A THIRD CURVE; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 573.95 FEET, A CHORD BEARING AND DISTANCE OF NORTH 40° 57' 58" WEST; 444.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 63° 45' 25" WEST, 73.71 FEET TO THE POINT OF BEGINNING, :

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 27° 07' 36" EAST, 172.95 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 420.62 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 52' 55", A DISTANCE OF 123.93 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18° 41' 08" EAST, 123.49 FEET; THENCE NORTH 10° 14' 41" EAST, 438.56 FEET; THENCE NORTH 63° 45' 25" WEST, 138.31 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 71.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85° 00' 32", A DISTANCE OF 105.34 FEET TO THE POINT OF REVERSE CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03° 01' 21" EAST, 95.94 FEET; SAID REVERSE CURVE HAVING A RADIUS OF 25.00 FEET THENCE ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 55° 46' 13" A DISTANCE OF 24.33 FEET TO THE POINT OF TANGENCY, SAID REVERSE CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17° 38' 27" EAST, 23.39 FEET; THENCE SOUTH 10° 14' 41" WEST, 360.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 320.62 FEET, THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 52' 55", A DISTANCE OF 94.47 FEET TO THE POINT OF TANGENCY, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18° 41' 08" WEST, 94.13 FEET; THENCE SOUTH 27° 07' 36" WEST, 174.49 FEET; THENCE SOUTH 63° 45' 25" EAST, 100.01 FEET TO THE POINT OF BEGINNING.

CONTAINS 78,571 SQUARE FEET OR 1.76 ACRES, MORE OR LESS.

EASEMENTS, ENCROACHMENTS AND ENCUMBRANCES, IF ANY, [illegible] ADDRESSED NOR INCLUDED.

9508809

95 JUN -5 PM 2:38

(5-23-95)

CLERK OF COURTS
NASSAU COUNTY, FLORIDA

Right of Way Quitclaim Deed

dated June 2, 1995

recorded in OR Book 730, page 1726

THIS INSTRUMENT PREPARED BY:
Jacobs & Peters, P. A.
P. O. Box 1110
Fernandina Beach, Florida 32034

RETURN TO:
Board of County Commissioners
P. O. Box 456
Fernandina Beach, Florida 32034

Rec 15.00
15.00

BK 0730 PG 1726
OFFICIAL RECORDS

JUN - 5 1995

RIGHT OF WAY QUITCLAIM DEED

THIS QUITCLAIM DEED is made upon this 2nd day of June, 1995, by **COASTLINE PLASTICS, INC.**, a Florida corporation, whose address is 6180 Fort Caroline Road, Jacksonville, Florida 32277 and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, for and on behalf of the PUBLIC AT LARGE (hereinafter referred to as County), whose mailing address is Post Office Box 456, Fernandina Beach, Florida 32034.

WITNESSETH

WHEREAS, THE GRANTOR occupies and claims ownership to various tracts of land in Nassau County, Florida through which County wishes to establish a public road; and

NOW THEREFORE, in consideration of the benefit to the Grantor's property and to the Public at Large by the construction or maintenance of the herein proposed road, and in consideration of ONE ($1.00) DOLLAR in hand paid, the receipt whereof is hereby acknowledged, and in lieu of the exercise of the power of eminent domain by the County, the Grantor does hereby remise, convey and forever Quitclaim unto the County, its successors and assigns, upon the terms and conditions herein stated, so much land in Nassau County, as right of way for a public road, as is consistent with its record title to the following described land:

SEE EXHIBIT A attached hereto and by this reference made a part hereof.

EXCEPTING FROM THIS GRANT, AND RESERVING to the Grantor, its successors and assigns forever, as an appurtenance to the contiguous lands from whence this grant is made, the right to access and use such road from adjoining lands fronting upon the road, at such locations as may, by reasonable regulation, be consistent with safe traffic flow.

THIS INSTRUMENT QUITCLAIMS only so much interest of Grantor in the property herein described as is consistent with its record title, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed, upon the date stated.

COASTLINE PLASTICS, INC.

Witnesses:

By: Mark Porter
Mark Porter, President

Witnesses printed name

(SEAL)

ATTEST:

Its: Secretary

Witnesses printed name

13034

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT OF REVENUE
00.70

JTS 6115

BK0730PG1727
OFFICIAL RECORDS

STATE OF FLORIDA
COUNTY OF NASSAU

BEFORE ME the undersigned authority personally appeared Mark Porter, President, Coastline Plastics, Inc., who acknowledged before me the execution of this instrument by authority and on behalf of Coastline Plastics, Inc, who is personally known to me.

IN WITNESS WHEREOF I have set my hand and seal upon this 2 day of June, 1995.

Sue Laurie
Notary Public

Sue Laurie
Printed Name

My Commission Expires:

OFFICIAL NOTARY SEAL
SUE LAURIE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC227473
MY COMMISSION EXP. OCT. 3,1996

CERTIFICATE OF ACCEPTANCE
BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

This is to certify that on the 2nd day of June, 1995, the foregoing donation of road right of way was accepted by the County Commission of Nassau County, Florida.

By: _____
Chairman

ATTEST

By: _____
Its: Ex-Officio Clerk

LEGAL DESCRIPTION - NORTH ROAD

NORTHERLY TRACT

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE JOHN LOWE MILL GRANT, SECTION 51, TOWNSHIP 3 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF STATE ROAD NO. 200 / A-1-A (A VARYING RIGHT-OF-WAY ACCORDING TO DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS, SECTION 74060-2503) WITH THE CENTERLINE OF STATE ROAD NO. 200-A / CHESTER ROAD (A 100 FOOT WIDE RIGHT-OF-WAY ACCORDING TO DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION 74800-2150 [7460-175]) AND RUN NORTH 07° 51' 50" EAST ALONG THE LAST MENTIONED CENTERLINE A DISTANCE OF 32.43 FEET TO A POINT WHERE LAST MENTIONED CENTERLINE INTERSECTS THE CENTER-LINE OF THE SURVEY OF THE AFOREMENTIONED STATE ROAD NO. 200 / A-1-A ; RUN THENCE NORTH 72° 48' 59" WEST ALONG SAID CENTERLINE OF THE SURVEY A DISTANCE OF 2,481.53 FEET TO A POINT OF CURVATURE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID CENTERLINE OF SURVEY, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 5,730.17 FEET, A CHORD DISTANCE OF 1,194.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 78° 45' 59" WEST; RUN THENCE NORTH 84° 44' 59" WEST CONTINUING ALONG SAID CENTERLINE OF THE SURVEY A DISTANCE OF 299.61 FEET TO A POINT; RUN THENCE NORTH 05° 15' 01" EAST A DISTANCE OF 70.00 FEET TO POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 200 / A-1-A; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE; SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 50.00 FEET, A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 39° 44' 59" WEST; RUN THENCE NORTH 05° 15' 01" EAST, A DISTANCE OF 152.24 FEET TO A POINT OF CURVATURE OF A SECOND CURVE; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 773.55 FEET, A CHORD DISTANCE OF 314.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 06° 27' 43" WEST; RUN THENCE NORTH 18° 10' 26" WEST A DISTANCE OF 1,391.39 FEET TO A POINT OF CURVATURE OF A THIRD CURVE; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 573.95 FEET, A CHORD BEARING AND DISTANCE OF NORTH 40° 57' 58" WEST; 444.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 63° 45' 25" WEST, 73.71 FEET; THENCE NORTH 27° 07' 36" EAST, 172.95 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 420.63 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 52' 55", A DISTANCE OF 123.93 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18° 41' 09" EAST, 123.49 FEET; THENCE NORTH 10° 14' 41" EAST, 436.56 FEET TO THE POINT OF BEGINNING:

FROM THE POINT OF BEGINNING CONTINUE NORTH 10° 14' 41" EAST, 3.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 71.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 150° 07' 25", A DISTANCE OF 186.03 FEET TO A POINT FOR A POINT OF DEPARTURE; SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65° 27' 22" EAST, 137.20 FEET; FROM SAID POINT OF DEPARTURE RUN THENCE SOUTH 63° 45' 25" EAST, 136.31 FEET TO THE POINT OF BEGINNING.

CONTAINS 5,630 SQUARE FEET, OR 00.13 ACRES, MORE OR LESS.

EASEMENTS, ENCROACHMENTS AND ENCUMBRANCES, IF ANY, HAVE NOT BEEN ADDRESSED NOR INCLUDED.)

(5 - 30 - 95)

9508810

FILED & RECORDED IN OFFICIAL RECORDS OF NASSAU COUNTY, FL
RECORD VERIFIED

95 JUN -5 PM 2:39

CLERK OF COURTS
NASSAU COUNTY, FLORIDA

Corrective Quit-Claim Deed

dated June 2, 1995

recorded July 27, 1995

in OR Book 735, page 083

THIS INSTRUMENT PREPARED BY:
Arthur I. Jacobs
Jacobs & Peters, P. A.
401 Centre Street, Second Floor, Post Of
Fernandina Beach, Florida 32035

RECORD AND RETURN TO:
Jacobs & Peters, P. A.
401 Centre Street, Second Floor, Post Of
Fernandina Beach, Florida 32035

RE PARCEL ID#:
BUYER'S TIN:

JUN - 5 1995

FOR RECORDER

BK0730PG1719
OFFICIAL RECORDS

JUL 27 1995.

BK0735PG0083
OFFICIAL RECORDS

CORRECTIVE

QUIT - CLAIM DEED

THIS QUIT - CLAIM DEED is made this 2nd day of June, 1995 by Board of County Commissioners of Nassau County, Florida, hereinafter called Grantor, and whose address is Post Office Box 456, Fernandina Beach, Florida 32034 to Ocean Highway and Port Authority of Nassau County, a public body politic, hereinafter called Grantee and whose address is 910 South 8th Street, Fernandina Beach, Florida 32034.

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten and NO/100 Dollars and other valuable considerations in hand paid to the Grantor, receipt whereof is hereby acknowledged, does remise, release and quit-claim unto the Grantee, all that certain land situate, lying and being in Nassau County, Florida, viz:

All that certain piece, parcel or tract of land described on Exhibit "A" attached hereto and by reference made a part hereof.

This deed is being rerecorded to reflect correct legal description as described on Exhibit "B"

NASSAU COUNTY 013721
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
P.B. 11952 JUN-5'95 = 00.70

NASSAU COUNTY 013485
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
P.B. 11952 JUL27'95 = 00.70

SUBJECT TO taxes accruing subsequent to December 31, 1995.

SUBJECT TO covenants, restrictions and easements of record, if any, however this reference thereto shall not operate to reimpose same.

SUBJECT TO taxes for the current year.

TO HAVE AND TO HOLD the same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee.

JTS-6125

BK 0730 PG 1720
OFFICIAL RECORDS

BK 0735 PG 0084
OFFICIAL RECORDS

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature

Michael S. Mullin
Witness Printed Signature

Witness Signature

T. J. Greeson
Witness Printed Signature

Board of County Commissioners of
Nassau County, Florida

By: Jimmy L. Higginbotham

Its: Chairman

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 9nd day of June, 1995 by Jimmy L. Higginbotham Board of County Commissioner of Nassau County, Florida, on behalf of the commission. He/She is personally known to me or has produced _____ as identification.

Notary Public, State and County Aforesaid

Margie J. Armstrong
Notary Signature

Margie J. Armstrong
Notary Printed Signature

MARGIE J. ARMSTRONG
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Nov. 5, 1999
Commission No. CC157999
(Title or Rank)

(Serial No., if any)

Form Software by Automated Real Estate Systems, Inc. 1-800-330-1216

CHPA

BK0730PG1721
OFFICIAL RECORDS
BK0735PG0085
OFFICIAL RECORDS

LEGAL DESCRIPTION - RECORDED RIGHT OF WAY

NORTHERLY TRACT

PART OF THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE JOHN LOWE MILL GRANT, SECTION 51, TOWNSHIP 3 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS VOLUME 730, PAGE 381 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF STATE ROAD NO. 200 / A-1-A (A VARYING RIGHT-OF-WAY ACCORDING TO DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS, SECTION 74060-2503) WITH THE CENTERLINE OF STATE ROAD NO. 200-A / CHESTER ROAD (A 100 FOOT WIDE RIGHT-OF-WAY ACCORDING TO DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION 74600-2150 [7460-175]) AND RUN NORTH 07° 51' 50" EAST ALONG THE LAST MENTIONED CENTERLINE A DISTANCE OF 32.43 FEET TO A POINT WHERE LAST MENTIONED CENTERLINE INTERSECTS THE CENTER-LINE OF THE SURVEY OF THE AFOREMENTIONED STATE ROAD NO. 200 / A-1-A ; RUN THENCE NORTH 72° 46' 59" WEST ALONG SAID CENTERLINE OF THE SURVEY A DISTANCE OF 2,481.53 FEET TO A POINT OF CURVATURE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID CENTERLINE OF SURVEY, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 5,730.17 FEET, A CHORD DISTANCE OF 1,194.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 78° 45' 59" WEST; RUN THENCE NORTH 84° 44' 59" WEST CONTINUING ALONG SAID CENTERLINE OF THE SURVEY A DISTANCE OF 299.81 FEET TO A POINT; RUN THENCE NORTH 05° 15' 01" EAST A DISTANCE OF 70.00 FEET TO POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 200 / A-1-A; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE; SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 50.00 FEET, A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 39° 44' 59" WEST; RUN THENCE NORTH 05° 15' 01" EAST, A DISTANCE OF 152.24 FEET TO A POINT OF CURVATURE OF A SECOND CURVE; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 773.55 FEET, A CHORD DISTANCE OF 314.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 06° 27' 43" WEST; RUN THENCE NORTH 18° 10' 26" WEST A DISTANCE OF 1,391.39 FEET TO A POINT OF CURVATURE OF A THIRD CURVE; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 573.95 FEET, A CHORD BEARING AND DISTANCE OF NORTH 40° 57' 56" WEST; 444.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 63° 45' 25" WEST, 904.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 359.26 FEET; RUN THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76° 25' 49", A DISTANCE OF 479.24 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25° 32' 30" WEST, 444.49 FEET; THENCE NORTH 12° 40' 24" EAST, 452.88 FEET TO THE POINT OF BEGINNING:

FROM THE POINT OF BEGINNING THENCE RUN NORTH 63° 45' 25" WEST, 102.87 FEET; THENCE NORTH 12° 40' 24" EAST, 279.61 FEET; THENCE NORTH 30° 58' 40" WEST, 98.51 FEET; THENCE NORTH 12° 40' 24" EAST, 212.62 FEET TO A POINT LYING IN THE SOUTHERLY LINE OF THE CSX TRANSPORTATION RIGHT OF WAY (120' RIGHT OF WAY); THENCE SOUTH 63° 45' 25" EAST ALONG AND WITH SAID SOUTHERLY LINE 172.82 FEET TO A POINT; THENCE SOUTH 12° 40' 24" WEST, 547.11 FEET TO THE POINT OF BEGINNING.

CONTAINS 71,003 SQUARE FEET OR 1.63 ACRES, MORE OR LESS.

EASEMENTS, ENCROACHMENTS AND ENCUMBRANCES, IF ANY, HAVE NOT BEEN ADDRESSED NOR INCLUDED.

(5 - 26 - 95)

LEGAL DESCRIPTION - RECORDED RIGHT OF WAY

SOUTHERLY TRACT

PART OF THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE JOHN LOWE MILL GRANT, SECTION 51, TOWNSHIP 3 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS VOLUME 730, PAGE 381 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF STATE ROAD NO. 200 / A-1-A (A VARYING RIGHT-OF-WAY ACCORDING TO DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS, SECTION 74030-2503) WITH THE CENTERLINE OF STATE ROAD NO. 200-A / CHESTER ROAD (A 100 FOOT WIDE RIGHT-OF-WAY ACCORDING TO DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION 74600-2150 [7460-175]) AND RUN NORTH 07° 51' 50" EAST ALONG THE LAST MENTIONED CENTERLINE A DISTANCE OF 32.43 FEET TO A POINT WHERE LAST MENTIONED CENTERLINE INTERSECTS THE CENTER-LINE OF THE SURVEY OF THE AFOREMENTIONED STATE ROAD NO. 200 / A-1-A ; RUN THENCE NORTH 72° 48' 59" WEST ALONG SAID CENTERLINE OF THE SURVEY A DISTANCE OF 2,481.53 FEET TO A POINT OF CURVATURE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID CENTERLINE OF SURVEY, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 5,730.17 FEET, A CHORD DISTANCE OF 1,184.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 78° 45' 59" WEST; RUN THENCE NORTH 84° 44' 59" WEST CONTINUING ALONG SAID CENTERLINE OF THE SURVEY A DISTANCE OF 299.61 FEET TO A POINT; RUN THENCE NORTH 05° 15' 01" EAST A DISTANCE OF 70.00 FEET TO POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 200 / A-1-A; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE; SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 50.00 FEET, A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 39° 44' 59" WEST; RUN THENCE NORTH 05° 15' 01" EAST, A DISTANCE OF 152.24 FEET TO A POINT OF CURVATURE OF A SECOND CURVE; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 773.55 FEET, A CHORD DISTANCE OF 314.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 06° 27' 43" WEST; RUN THENCE NORTH 18° 10' 26" WEST A DISTANCE OF 1,391.39 FEET TO A POINT OF CURVATURE OF A THIRD CURVE; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 573.95 FEET, A CHORD BEARING AND DISTANCE OF NORTH 40° 57' 56" WEST; 444.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 63° 45' 25" WEST, 904.22 FEET TO THE POINT OF BEGINNING:

FROM THE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEING THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 359.26 FEET; RUN THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76° 25' 49", A DISTANCE OF 479.24 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25° 32' 30" WEST, 444.49 FEET; THENCE NORTH 12° 40' 24" EAST, 452.66 FEET; THENCE NORTH 63° 45' 25" WEST, 102.87 FEET; THENCE SOUTH 12° 40' 24" WEST, 476.80 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 459.26 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37° 53' 55", A DISTANCE OF 303.78 FEET TO A POINT FOR THE POINT OF DEPARTURE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06° 16' 33" EAST, 298.27 FEET; THENCE SOUTH 63° 45' 25" EAST, 288.09 FEET TO THE POINT OF BEGINNING.

CONTAINS 81, 533 SQUARE FEET, OR 1.87 ACRES, MORE OR LESS.

EASEMENTS, ENCROACHMENTS AND ENCUMBRANCES, IF ANY, HAVE NOT BEEN ADDRESSED NOR INCLUDED.

(5 - 26 - 95)

FILED & RECORDED IN OFFICIAL RECORDS OF NASSAU COUNTY, FL
RECORD VERIFIED

9508808

95 JUN -6 PM 2:35

EXHIBIT A

CLERK OF COURTS
NASSAU COUNTY, FL

PORT AUTHORITY

Commencing at the centerline intersection of State Road No. 200/A-1-A, a 200 foot right-of-way, and State Road No. 200-A (also known as Chester Road) a 100 foot right-of-way; thence North 7 degrees 51 minutes 50 seconds East and along said centerline of State Road No. 200-A, 32.43 feet; thence North 72 degrees 46 minutes 59 seconds West and parallel to said centerline of State Road No. 200/A-1-A, 2481.53 feet to the point of a curve to the left, said curve being concave to the Southeast, having a radius of 5730.17 feet, and a delta angle of 11 degrees 58 minutes 00 seconds; thence Northwesterly along said curve and parallel to the said centerline, an arc distance of 1196.79 feet to the point of tangency; thence North 84 degrees 44 minutes 59 seconds West and parallel to the said centerline, 299.61 feet; thence North 05 degrees 15 minutes 01 seconds East, 70.00 feet to the Northerly right-of-way line of said State Road No. 200/A-1-A, said point being the point of a curve to the right, said curve being concave to the Northeast, having a radius of 50.00 feet, and a delta angle of 90 degrees 00 minutes 00 seconds; thence Northerly along said curve, an arc distance of 78.54 feet to the point of tangency; thence North 05 degrees 15 minutes 01 seconds East, 152.24 feet to the point of a curve to the left, said curve being concave to the Southwest, having a radius of 773.50 feet, and a delta angle of 23 degrees 25 minutes 27 seconds; thence Northerly along said curve an arc distance of 316.25 feet to the point of tangency; thence North 18 degrees 10 minutes 26 seconds West, 1391.39 feet to the point of a curve to the left, said curve being concave to the Southwest, having a radius of 573.95 feet, and a delta angle of 45 degrees 34 minutes 59 seconds; thence Northwesterly along said curve, an arc distance of 456.62 feet to the point of tangency; thence North 63 degrees 45 minutes 25 seconds West, 904.22 feet to the Point of Beginning, said point being the point of a curve to the right, said curve being concave to the Northeast, having a radius of 359.26 feet, and a delta angle of 76 degrees 25 minutes 49 seconds; thence Northerly along said curve an arc distance of 479.24 feet to the point of tangency;

thence North 12 degrees 40 minutes 24 seconds East, 999.77 feet to the Southwesterly right-of-way line of CSX Transportation Railroad; thence North 63 degrees 45 minutes 25 seconds West and along said Southwesterly right-of-way line, 172.82 feet; thence South 12 degrees 40 minutes 24 seconds West, 212.62 feet; thence North 30 degrees 58 minutes 40 seconds West, 98.51 feet; thence South 12 degrees 40 minutes 24 seconds West, 756.41 feet to the point of a curve to the left, said curve being concave to the Northeast, having a radius of 459.26 feet, a delta angle of 37 degrees 53 minutes 53 seconds; thence Southerly along said curve an arc distance of 303.77 feet; thence South 63 degrees 45 minutes 25 seconds East 247.48 feet to the Point of Beginning.

FILED & RECORDED IN OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA

9512479

95 JUL 27 PM 1:39

EXHIBIT B

CLERK OF COURTS
NASSAU COUNTY, FLORIDA

Quitclaim Deed

dated July 24, 1995

recorded August 8, 1995

in OR Book 735, page 1980

THIS INSTRUMENT PREPARED BY:
Arthur I. Jacobs
Jacobs & Peters, P. A.
401 Centre Street, Second Floor, Post Of
Fernandina Beach, Florida 32035

AUG 8 1995

BK 0735 PG 1980
OFFICIAL RECORDS

RECORD AND RETURN TO:
Jacobs & Peters, P. A.
401 Centre Street, Second Floor, Post Of
Fernandina Beach, Florida 32035

RE PARCEL ID#: 51-3N-27-0000-0001-0130
BUYER'S TIN:

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
AUG-8'95
00.70

QUIT - CLAIM DEED

THIS QUIT - CLAIM DEED is made this 24th day of July, 1995 by Board of County Commissioners of Nassau County, Florida, hereinafter called Grantor, and whose address is Post Office Box 456, Fernandina Beach, Florida 32034 to Ocean Highway and Port Authority of Nassau County, a public body politic, hereinafter called Grantee and whose address is 910 South 8th Street, Fernandina Beach, Florida 32034.

(Wherever used herein the term 'grantor' and 'grantee' include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten and NO/100 Dollars and other valuable considerations in hand paid to the Grantor, receipt whereof is hereby acknowledged, does remise, release and quit-claim unto the Grantee, all that certain land situate, lying and being in Nassau County, Florida, viz:

That certain tract or parcel of land being a portion of the John Lowe Mill Grant, Section 51, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

For a Point of Reference commence at the intersection of the centerline of State Road No. 200/AIA (A varying right-of-way according to Department of Transportation Right-Of-Way Maps, Section 74060-2503) with the centerline of State Road No. 200-A/Chester Road (A 100 foot wide right-of-way according to Department of Transportation Right-Of-Way Maps Section 74600-2150 [7460-175]) and run North 07° 51' 50" East along the last mentioned centerline a distance of 32.43 feet to a point where last mentioned centerline intersects the center-line of the survey of the aforementioned State Road No. 200/AIA; Run thence North 72° 48' 59" West along said centerline of the survey a distance of 2,481.53 feet to a point of curvature; run thence in a westerly direction along the arc of a curve in said centerline of survey, said curve being concave to the south and having a radius of 5,730.17 feet, a chord distance of 1,191.62 feet to the point of tangency of said curve, the bearing of the aforementioned chord being North 78° 45' 59" West; run thence North 84° 44' 59" West continue along said Centerline of the survey a distance of 299.01 feet to a point: Run thence north 05° 15' 01" East a distance of 70.0 feet to point on the Northerly right-of-way line of said State Road No. 200/AIA; Run Thence in a northwesterly direction along the arc of a curve; said curve being concave to the northeast and having a radius of 50.00 feet, a chord distance of 70.71 feet to the point of tangency of said curve, the bearing of the aforementioned chord being north 39° 44' 59" west; run thence North 05° 15' 01" East, a distance of 152.24 feet to a point of curvature of a second curve; run thence in a northerly direction along the arc of a curve, said curve being concave to the west and having a radius of 773.55 feet, a chord distance of 314.05 feet to the point of tangency of said curve, the bearing of the aforementioned chord being north 06° 27' 43" West; run thence North 18° 10' 26" West a distance of 1,391.39 feet to a point of curvature of a third curve; run thence in a northwesterly direction along the arc of a curve, said curve being concave to the southwest and having a radius of 573.95 feet, a chord bearing and distance of North 40° 57' 56" West; 444.87 feet to the point of tangency of said curve; thence North 83° 45' 25" West 173.73 feet to the Point of Beginning.

From said point of Beginning thus described continue North 83° 45' 25" West, 1,055.20 feet to a non-tangent intersection with a curve concave north-easterly having a radius of 484.26 feet; thence southeasterly along the arc of said curve through a central angle of 42° 06' 31" a distance of 355.90 feet to the point of tangency, said curve being subtended by a chord bearing and distance of south 42° 42' 09" East, 347.94 feet; thence South 83° 45' 25" East, 729.99 feet; thence North 27° 07' 38" East, 125.01 feet to the Point of Beginning.

Contains 118,918 square feet or 2.73 acres, more or less.

SUBJECT TO taxes accruing subsequent to December 31, 1995.

SUBJECT TO covenants, restrictions and easements of record, if any, however this reference thereto shall not operate to reimpose same.

SUBJECT TO taxes for the current year.

TO HAVE AND TO HOLD the same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee.

BK0735PG1981
OFFICIAL RECORDS

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature

Michael S. Mullin
Witness Printed Signature

Joanna R. Cason
Witness Signature

Joanna R. Cason
Witness Printed Signature

Board of County Commissioners of
Nassau County

by: Jimmy L. Higginbotham
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 24 day of July, 19 95 by Jimmy L. Higginbotham and _____ of the Board of County Commissioners of Nassau County, Florida, on behalf of the Commission. They are (personally known) to me or has produced _____ as identification.

Notary Public, State and County Aforesaid

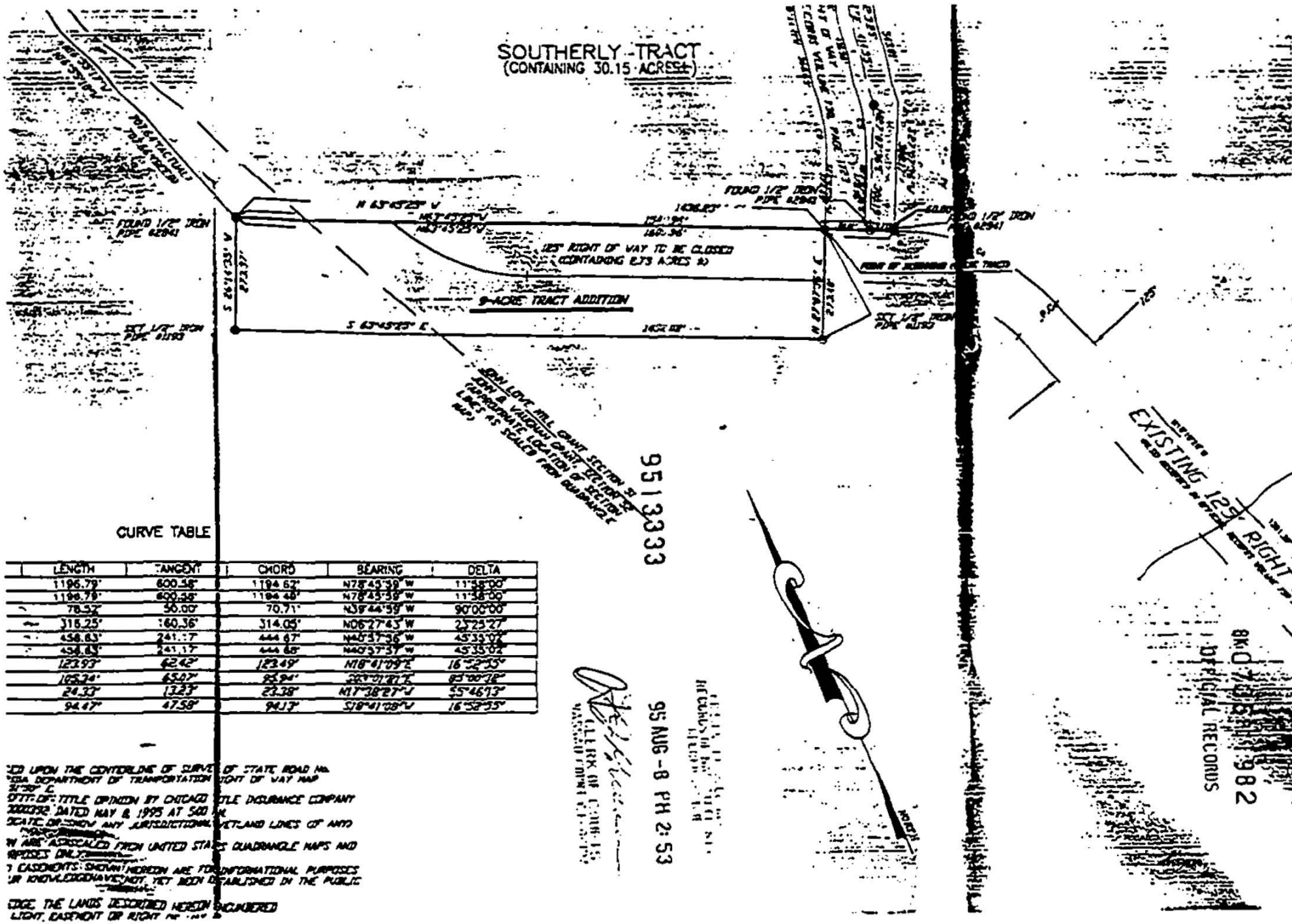
Rena D. Petty
Notary Signature

Rena D. Petty
Notary Printed Signature

Notary
(Title or Rank)

RENA D. PETTY
(Serial No., if any)

Form Software by Automated Real Estate Systems, Ltd. 1-800-336-1318



CURVE TABLE

LENGTH	TANGENT	CHORD	BEARING	DELTA
1196.79'	600.58'	1194.62'	N78°45'59" W	11°58'00"
1196.79'	600.58'	1194.48'	N78°45'59" W	11°58'00"
78.52'	50.00'	70.71'	N39°44'59" W	90°00'00"
316.25'	160.36'	314.05'	N06°27'43" W	23°25'27"
458.63'	241.17'	444.67'	N40°57'36" W	45°35'02"
458.63'	241.17'	444.68'	N40°57'37" W	45°35'02"
123.93'	62.42'	123.49'	N18°41'09" E	16°52'55"
105.34'	65.07'	95.94'	S03°01'21" E	85°00'38"
24.33'	13.23'	23.38'	N17°38'27" W	55°46'13"
94.47'	47.58'	94.13'	S18°41'08" W	16°52'55"

...ED UPON THE CENTERLINE OF SURVEY OF STATE ROAD No. ...DA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP ...E.
...TITLE OPINION BY CHICAGO TITLE INSURANCE COMPANY ...DATED MAY 8, 1995 AT 5:00 PM.
...OCATE OR SHOW ANY JURISDICTIONAL WETLAND LINES (IF ANY)
...N ARE ASSCALED FROM UNITED STATES QUADRANGLE MAPS AND ...RPOSES ONLY.
...EASEMENTS SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ...R KNOWLEDGEHAVE NOT YET BEEN ESTABLISHED IN THE PUBLIC
...EDGE THE LANDS DESCRIBED HEREON ENCUMBERED ...LIGHT, EASEMENT OR RIGHT OF WAY ...

Corporate Warranty Deed

recorded August 8, 1995

in OR Book 735, page 1983

THIS INSTRUMENT PREPARED BY:
Arthur I. Jacobs
JACOBS & PETERS, P. A.
401 Centre Street, Second Floor
Fernandina Beach, Florida 32035

RECORD AND RETURN TO:
JACOBS & PETERS, P. A.
401 Centre Street, Second Floor
Fernandina Beach, Florida 32035

RR PARCEL ID #: 513N27000000010130
BUYER'S TIN:

AUG 8 1995

FOR RECORDER

BK0735PG1983
OFFICIAL RECORDS

CORPORATE WARRANTY DEED

THIS INDENTURE made this 31st day of July, 19 95 by Ocean Highway and Port Authority, a 'State Public Body', hereinafter called Grantor, and whose address is 910 South 8th Street, Fernandina Beach, Florida 32034 to Georgia-Pacific Corporation, a Georgia corporation, hereinafter called Grantee, and whose address is

(Wherever used herein the term 'grantor' and 'grantee' include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten and NO/100 Dollars and other valuable considerations, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee the following described land situate, lying and being in the County of Nassau, State of Florida to wit:

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

NASSAU COUNTY 5594 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE AUG-8'95 PD 11552 990.00

NASSAU COUNTY 5595 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE AUG-8'95 PD 11552 990.00

NASSAU COUNTY 5592 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE AUG-8'95 PD 11552 163.90

NASSAU COUNTY 5593 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE AUG-8'95 PD 11552 990.00

SUBJECT TO taxes accruing subsequent to December 31, 1994.

SUBJECT TO covenants, restrictions and easements of record, if any; however, this reference shall not operate to reimpose same.

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.

Forms Software by Automated Real Estate Systems, Inc. 1-800-330-1256

5

BK0735PG1984
OFFICIAL RECORDS

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer(s) and caused its corporate seal to be hereto affixed the day and year first above written.

Signed, sealed and delivered in our presence:

Brenda G. Stivers
Witness Signature

BRENDA C. STIVERS
Witness Printed Signature

Witness Signature

FAY RICHMAN
Witness Printed Signature

Ocean Highway and Port Authority

By: Nick D. Deonas
Nick D. Deonas, Chairman

ATTEST:

By: Terrell J. Powell
Terrell J. Powell, Secretary

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this _____ day of _____, 19____ by Nick D. Deonas, Chairman, and Terrell J. Powell, Secretary of the Ocean Highway and Port Authority, a 'State Public Body', on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public, State and County Aforesaid

Brenda G. Stivers
Notary Signature

BRENDA C. STIVERS
Notary Printed Signature

_____
(Title or Rank)

_____
(Serial No., if any)

BRENDA O. STIVERS
MY COMMISSION # CC 174291
EXPIRES: February 28, 1998

Form Software by Automated Real Estate Systems, Inc. 1-800-330-1200

BK 0735 PG 1985
OFFICIAL RECORDS

LEGAL DESCRIPTION - SOUTHERLY TRACT

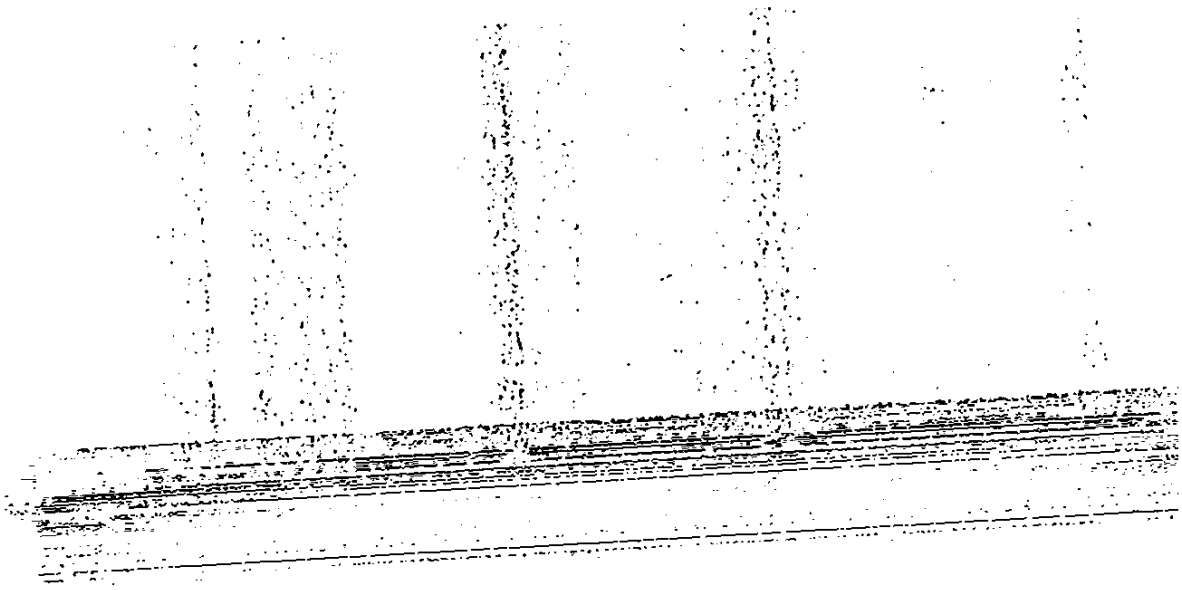
ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE JOHN LOWE, MILL GRANT, SECTION 51 AND A PORTION OF THE JOHN D. VAUGHN GRANT, SECTION 52, ALL BEING IN TOWNSHIP 3 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF STATE ROAD NO. 200 / A-1-A (A VARYING RIGHT-OF-WAY ACCORDING TO DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS, SECTION 74060-2503 WITH THE CENTERLINE OF STATE ROAD NO. 200-A / CHESTER ROAD (A 100 FOOT WIDE RIGHT-OF-WAY ACCORDING TO DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION 74060-2150 (74060-175)) AND RUN NORTH 07° 51' 50" EAST ALONG THE LAST MENTIONED CENTERLINE A DISTANCE OF 32.43 FEET TO A POINT WHERE LAST MENTIONED CENTERLINE INTERSECTS THE CENTERLINE OF THE SURVEY OF THE AFOREMENTIONED STATE ROAD NO. 200 / A-1-A; RUN THENCE NORTH 72° 48' 59" WEST ALONG SAID CENTERLINE OF THE SURVEY A DISTANCE OF 2,481.53 FEET TO A POINT OF CURVATURE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID CENTERLINE OF SURVEY, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 5,730.17 FEET, A CHORD DISTANCE OF 1,194.82 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 78° 45' 59" WEST; RUN THENCE NORTH 84° 44' 59" WEST CONTINUING ALONG SAID CENTERLINE OF THE SURVEY A DISTANCE OF 299.61 FEET TO A POINT; RUN THENCE NORTH 05° 15' 01" EAST A DISTANCE OF 70.00 FEET TO POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 200 / A-1-A; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE; SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 50.00 FEET, A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 39° 44' 59" WEST; RUN THENCE NORTH 05° 15' 01" EAST, A DISTANCE OF 152.24 FEET TO A POINT OF CURVATURE OF A SECOND CURVE; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 773.55 FEET, A CHORD DISTANCE OF 314.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 06° 27' 43" WEST; RUN THENCE NORTH 18° 10' 26" WEST A DISTANCE OF 1,391.39 FEET TO A POINT OF CURVATURE OF A THIRD CURVE; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 573.95 FEET, A CHORD BEARING AND DISTANCE OF NORTH 40° 57' 56" WEST; 444.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 83° 45' 25" WEST, 1,809.98 FEET; THENCE NORTH 16° 55' 17" WEST, 707.64 FEET; THENCE NORTH 55° 53' 17" EAST, 191.94 FEET; THENCE NORTH 23° 13' 57" WEST, 193.77 FEET; THENCE SOUTH 78° 17' 56" EAST, 342.98 FEET; THENCE SOUTH 13° 36' 34" EAST, 234.48 FEET; THENCE SOUTH 63° 45' 25" EAST, 1,552.27 FEET; THENCE SOUTH 10° 14' 41" WEST, 423.25 FEET; THENCE SOUTH 27° 07' 38" WEST, 308.17 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION OF THOSE LANDS SHOWN HEREON NOTED AS BEING RECORDED IN OFFICIAL RECORDS VOLUME 730, PAGE 381 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

THE LAND THUS DESCRIBED CONTAINS 30.15 ACRES, MORE OR LESS.

EXHIBIT A



LEGAL DESCRIPTION - NINE ACRE TRACT

BK 0735 PG 1986

OFFICIAL RECORDS

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE JOHN LOWE, JR. GRANT, SECTION 51, TOWNSHIP 3 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, AND A PART OF THE JOHN D. VAUGHN GRANT, SECTION 52, TOWNSHIP 3 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF STATE ROAD NO. 200 / A-1-A (A VARYING RIGHT-OF-WAY ACCORDING TO DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS, SECTION 74090-2503) WITH THE CENTERLINE OF STATE ROAD NO. 200-A / CHESTER ROAD (A 100 FOOT WIDE RIGHT-OF-WAY ACCORDING TO DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION 74000-2150 (7455-175 D AND RUN NORTH 07° 51' 50" EAST ALONG THE LAST MENTIONED CENTERLINE A DISTANCE OF 32.49 FEET TO A POINT WHERE LAST MENTIONED CENTERLINE INTERSECTS THE CENTERLINE OF THE SURVEY OF THE AFOREMENTIONED STATE ROAD NO. 200 / A-1-A ; RUN THENCE NORTH 72° 46' 59" WEST ALONG SAID CENTERLINE OF THE SURVEY A DISTANCE OF 2,481.53 FEET TO A POINT OF CURVATURE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID CENTERLINE OF SURVEY, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 5,730.17 FEET, A CHORD DISTANCE OF 1,194.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 78° 45' 59" WEST; RUN THENCE NORTH 84° 44' 59" WEST CONTINUING ALONG SAID CENTERLINE OF THE SURVEY A DISTANCE OF 299.81 FEET TO A POINT; RUN THENCE NORTH 05° 15' 01" EAST A DISTANCE OF 70.00 FEET TO POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 200 / A-1-A; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE; SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 50.00 FEET, A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 39° 44' 59" WEST; RUN THENCE NORTH 05° 15' 01" EAST, A DISTANCE OF 152.24 FEET TO A POINT OF CURVATURE OF A SECOND CURVE; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 773.55 FEET, A CHORD DISTANCE OF 314.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 00° 27' 43" WEST; RUN THENCE NORTH 18° 10' 26" WEST A DISTANCE OF 1,391.39 FEET TO A POINT OF CURVATURE OF A THIRD CURVE; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 573.95 FEET, A CHORD BEARING AND DISTANCE OF NORTH 40° 57' 56" WEST; 444.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 63° 45' 26" WEST, 173.73 FEET TO THE POINT OF BEGINNING OF PROPOSED 9.00 ACRE TRACT:

FROM THE POINT OF BEGINNING RUN SOUTH 21° 07' 36" WEST, 273.40 FEET; THENCE NORTH 63° 45' 25" WEST, 1,432.02 FEET; THENCE NORTH 26° 14' 35" EAST, 273.37 FEET; THENCE SOUTH 63° 45' 25" EAST, 1,436.23 FEET TO THE POINT OF BEGINNING.

CONTAINS 392,068 SQUARE FEET OR 9.00 ACRES, MORE OR LESS.

EASEMENTS, ENCROACHMENTS AND ENCUMBRANCES, IF ANY, HAVE NOT BEEN ADDRESSED NOR INCLUDED.

RECORDED IN RECORDS OF NASSAU COUNTY, FLORIDA

95I3334

95 AUG -8 PM 2:54

CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA

EXHIBIT A-1

Special Warranty Deed

recorded May 18, 2004

in OR Book 1231, page 541

RETURN TO:
FIDELITY NATIONAL TITLE
INSURANCE COMPANY
ATTN: W. Pitt
5510 West Cypress St., Suite E
Tampa, FL 33607
FNT File No: NTDL-0109

INSTR # 200417372
OR BK 01231 PGS 0541-0547
RECORDED 05/18/2004 11:08:28 AM
J. M. OXLEY JR
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
DOC TAX PD(F.S.201.02) 31,916.50
RECORDING FEES 33.00

THIS INSTRUMENT PREPARED BY

Andrew Litvak, Esq.
Troutman Sanders LLP
600 Peachtree St., N.E.
Suite 5200
Atlanta, GA 30308-2216

AFTER RECORDING RETURN TO:

Bret Salzer, Esq.
Schulte, Roth & Zabel LLP
919 Third Avenue
New York, New York 10022

PARCEL I.D. #
52-3N-27-0000-0001-0040 and
51-3N-27-0000-0001-0130

Above Space for Recorder's use only

FLORIDA
SPECIAL WARRANTY DEED
(Nassau County, FL)

THIS SPECIAL WARRANTY DEED, executed this 7th day of MAY, 2004, by **GEORGIA-PACIFIC CORPORATION**, a Georgia corporation, hereinafter called the Grantor, whose address is 133 Peachtree St., N.E. Atlanta, Georgia 30303-1847, to **ABP FL (Yulee) LLC**, a Delaware limited liability company, hereinafter called the Grantee, whose address is c/o ABP Distribution Holdings Inc., 4300 Wildwood Parkway, Atlanta, Georgia 30339.

(Whenever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration, to hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY, WARRANT AND CONFIRM unto the Grantee forever, the following described lots, pieces or parcels of land, situate, lying and being in the County of Nassau, State of Florida, described on Exhibit "A" attached hereto and made a part hereof (the "Premises").

130784B_1.DOC
Yulee, FL

TOGETHER, with any and all buildings, structures and other improvements and easements located thereon or affecting the Premises, and all of Grantor's right, title and interest in and to any and all oil, gas and other minerals in, on or under the Premises, and all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To have and to hold, the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land and, except for all real estate taxes not yet delinquent, covenants, conditions, restrictions, easements, rights of way and other matters of record, applicable zoning, land use, and similar laws and regulations, and any and all matters which would be disclosed by an accurate survey of the real estate, hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Grantor has signed and seal these presents the day and year first above written.

Georgia-Pacific Corporation,
a Georgia corporation

By: _____
Carol A. Stephens
Senior Director of Corporate Real Estate

ATTEST:

By: _____
Name: _____
Its: Assistant Secretary

WITNESS:

_____
Printed Name: Andrew Litvak

[SEAL]

WITNESS:

_____
Printed Name: Angela B. Lubniewski

SEND SUBSEQUENT TAX BILLS TO:

ABP FL (Yulee) LLC
c/o ABP Distribution Holdings Inc.
4300 Wildwood Parkway
Atlanta, GA 30339

13078.01 1.DOC
Yulee, FL

STATE OF NEW YORK
) SS
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 7th day of MAY, 2004 by Carol A. Stephens, the Senior Director of Corporate Real Estate of Georgia Pacific Corporation, a Georgia corporation, and attested to by DOUGLAS P. ROBERTO the ASSISTANT SECRETARY of said corporation. She personally known to me and did take an oath.

SAGlover
Notary Signature

SUSAN A GLOVER ESQ
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02GL6040817
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES APRIL 24, 2006

SUSAN A. GLOVER
Printed Notary Signature

[SEAL]

Personally known OR Produced Identification
Type of Identification Produced: GA DRIVERS LICENSE
My commission expires: 04/24/06

13029-10 1 DOC
Yulee, FL

EXHIBIT "A"

LEGAL DESCRIPTION
JACKSONVILLE, FLORIDA

Parcel I

That certain tract or parcel of land being a portion of the JOHN LOWE MILL GRANT, Section 51, Township 3 North, Range 27 East, Nassau County, Florida, and a part of the JOHN D. VAUGHN GRANT, Section 52, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

For a point of reference commence at the intersection of the centerline of State Road No. 200 – A-1-A (a varying right-of-way according to the Department of Transportation Right-of-Way Maps, Section 74060-2503) with the centerline of State Road No. 200-A / Chester Road (a 100-foot wide right-of-way according to Department of Transportation Right-of-Way Maps Section 74600-2150 / 7460-175) and run North 01°51'50" East along the last mentioned centerline a distance of 22.44 feet to a point where last mentioned centerline intersects to the centerline of the survey of the aforementioned State Road No. 200 / A-1-A; run thence North 72°48'59" West along said centerline of the survey a distance of 2,481.53 feet to a point of curvature; run thence in a Westerly direction along the arc of a curve in said centerline of survey, said curve being concave to the South and having a radius of 5,730.17 feet a chord distance of 1,194.62 feet to the point of tangency of said curve, the bearing of the aforementioned chord being North 78°45'59" West; run thence North 84°44'56" West continuing along said centerline of the survey a distance of 298.61 feet to a point; run thence North 05°15'01" East a distance of 70.00 feet to point on the Northerly right-of-way line of said State Road 200 / A-1-A; run thence in a Northwesterly direction along the arc of a curve, said curve being concave to the Northeast and having a radius of 60.00 feet, a chord distance of 70.71 feet to the point of tangency of said curve, the bearing of the aforementioned chord being North 39°44'59" West, run thence North 05°15'01" East, a distance of 152.24 feet to a point of curvature of a second curve; run thence in a Northerly direction along the arc of a curve, said curve being concave to the West and having a radius of 773.55 feet, a chord distance of 314.05 feet to the point of tangency of said curve, the bearing of the aforementioned chord being North 00°27'43" West; run thence north 18°10'23" West a distance of 1,391.39 feet to a point of curvature of a third curve; run thence in a Northwesterly direction along the arc of a curve said curve being concave to the Southwest and having a radius of 573.95 feet, a chord bearing and distance of North 40°57'56" West, 441.67 feet to the point of tangency of said curve; thence North 63°45'25" West 176.73 feet to the Point of Beginning. From the Point of Beginning run South 27°07'36" West 273.40 feet; thence North 83°45'25" West 1,412.02 feet; thence North 26°14'36" East 273.37 feet; thence South 83°45'25"East. 1,438.23 feet to the Point of Beginning.

Parcel II:

All that certain tract or parcel of land being a portion of the JOHN LOWE MILL GRANT, Section 51 and a portion of the JOHN D. VAUGHN GRANT, Section 52, all being in Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows: For a point of reference commence at the intersection of the centerline of State Road No. 200 – A-1-A (a varying right-of-way according to the Department of Transportation Right-of-Way Maps, Section 74060-2503) with the centerline of State Road No. 200-A / Chester Road (a 100-foot wide right-of-way according to Department of Transportation Right-of-Way Maps Section 74600-2150 / 7460-175) and run North

Jacksonville, FL legal.doc

Exhibit "A"
Legal Description
Continued

07°51'50" East along the last mentioned centerline a distance of 32.43 feet to a point where last mentioned centerline intersects the centerline of the Survey of the aforementioned State Road No. 200 / A-1-A; run thence North 72°46'59" West along said centerline of the survey a distance of 2,481.53 feet to a point of curvature; run thence in a Westerly direction along the arc of a curve in said centerline of survey, said curve being concave to the South and having a radius of 5,730.17 feet, a chord distance of 1,194.62 feet to the point of tangency of said curve, the bearing of the aforementioned chord being North 78°45'59" West; run thence North 84°44'59" West continuing along said centerline of the survey a distance of 299.61 feet to a point; run thence North 05°15'01" East a distance of 70.00 feet to a point on the Northerly right-of-way line of said State Road No. 200 / A-1-A; run thence in a Northwesterly direction along the arc of a curve, said curve being concave to the Northeast and having a radius of 50.00 feet, a chord distance of 70.71 feet to the point of tangency of said curve, the bearing of the aforementioned chord being North 39°44'59" West, run thence North 05°15'01" East, a distance of 152.24 feet to a point of curvature of a second curve; run thence in a Northerly direction along the arc of a curve, said curve being concave to the West and having a radius of 773.65 feet, a chord distance of 314.05 feet to the point of tangency of said curve, the bearing of the aforementioned chord being North 06°27'43" West; run thence North 18°10'26" West a distance of 1,391.39 feet to a point of curvature of a third curve; run thence in a Northwesterly direction along the arc of a curve, said curve being concave to the Southwest and having a radius of 573.95 feet, a chord bearing and distance of North 40°57'56" West, 444.67 feet to the point of tangency of said curve and the Point of Beginning. From the Point of Beginning thus described run North 63°45'25" West, 1,660.96 feet; thence North 16°35'17" West, 707.64 feet; thence North 55°53'17" East, 191.94 feet; thence North 23°13'57" West, 193.77 feet; thence South 78°17'56" East, 342.98 feet; thence South 13°26'34" East, 231.46 feet; thence South 63°15'25" East, 1,552.27 feet; thence South 10°14'41" West, 423.25 feet; thence North 27°07'36" West, 308.17 feet to the Point of Beginning.

LESS AND EXCEPT that portion of those lands shown hereon noted as being recorded in Official Record Book 730, page 381, of the Public Records of Nassau County, Florida.

Parcel III:

All that certain tract or parcel of land being a portion of the JOHN LOWE MILL GRANT, Section 51 and a portion of the JOHN D. VAUGHN GRANT, Section 52, all being in Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows: For a point of reference commence at the intersection of the centerline of State Road No. 200 A-1-A (a varying right-of-way according to the Department of Transportation Right-of-Way Maps, Section 74060-2503) with the centerline of State Road No. 200-A / Chester Road (a 100-foot wide right-of-way according to Department of Transportation Right-of-Way Maps Section 74060-2150 / 7460-175) and run North 07°51'50" East along the last mentioned centerline a distance of 32.43 feet to a point where last mentioned centerline intersects the centerline of the Survey of the aforementioned State Road No. 200 / A-1-A; run thence North 72°46'59" West along said centerline of the survey a distance of 2,481.53 feet to a point of curvature; run thence in a Westerly direction along the arc of a curve in said centerline of survey, said curve being concave to the South and having a radius of 5,730.17 feet, a chord distance of 1,194.62 feet to the point of tangency of said curve, the bearing of the aforementioned chord being North 78°45'59" West; run thence North 84°44'59" West continuing along said centerline of the survey a distance of 299.61 feet to a point; run thence North 05°15'01" East a distance of 70.00 feet to a point on

Jacksonville, FL legal.doc

Exhibit "A"
Legal Description
Continued

the Northerly right-of-way line of said State Road No. 200 / A-1-A; run thence in a Northwesterly direction along the arc of a curve, said curve being concave to the Northeast and having a radius of 50.00 feet, a chord distance of 70.71 feet to the point of tangency of said curve, the bearing of the aforementioned chord being North 39°44'59" West; run thence North 05°15'01" East, a distance of 152.24 feet to a point of curvature of a second curve; run thence in a Northerly direction along the arc of a curve, said curve being concave to the West and having a radius of 773.55 feet, a chord distance of 314.05 feet to the point of tangency of said curve, the bearing of the aforementioned chord being North 06°27'43" West; run thence North 18°10'26" West a distance of 1,391.39 feet to a point of curvature of a third curve; run thence in a Northwesterly direction along the arc of a curve, said curve being concave to the Southwest and having a radius of 573.95 feet, a chord distance of 444.68 feet to the point of tangency of said curve, the bearing of the aforementioned chord being North 40°57'57" West; run thence North 63°45'25" West 1,609.96 feet to the Point of Beginning. From the Point of Beginning run South 26°14'35" West, 273.37 feet; thence North 21°26'47" West, 1993.18 feet; thence South 72°23'39" East, 81.87 feet; thence South 39°53'11" East, 294.96 feet; thence South 11°12'01" East, 165.34 feet; thence South 48°37'48" East, 288.00 feet; thence South 78°17'56" East, 215.20 feet; thence South 23°13'57" East, 193.77 feet; thence South 55°53'17" West, 191.94 feet, thence South 16°55'17" East, 707.64 feet to the Point of Beginning.

Parcel IV:

Easement rights as set forth in that certain Easement recorded August 8, 1995, in Official Record Book 735, page 1987, of the Public Records of Volusia County, Florida.

Jacksonville, FL legal.doc

stewart title

AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE WITH FLORIDA MODIFICATIONS

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Authorized Countersignature

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Matt Morris
President and CEO

Denise Carraux
Secretary

Stewart Title Guaranty Company
Commercial Services (Tampa)
3402 West Cypress Street
Tampa, FL 33607
Agent ID:

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I - Requirements;
(f) Schedule B, Part II - Exceptions; and
(g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  (i) comply with the Schedule B, Part I - Requirements;
  (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  (iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE WITH FLORIDA MODIFICATIONS
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent:	Stewart Title Guaranty Company
Issuing Office:	3402 W. Cypress Street, Tampa, FL 33607
ALTA® Universal ID:	
Loan ID Number:	
Commitment Number:	19000070393B
Issuing Office File Number:	19000070393B
Property Address:	86554 Gene Lasserre Blvd., Yulee, FL
Revision Number:	

1. **Commitment Date:** May 30, 2019 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Policy Amount**

   (a) ALTA Owner's Policy (6/17/06) with Florida Modifications

   Proposed Insured: TBD

   (b) ALTA Loan Policy (6/17/06) with Florida Modifications

   Proposed Insured:

3. **The estate or interest in the Land described or referred to in this Commitment is: (Identify estate covered, i.e., fee, leasehold, etc.)**

   Fee Simple

4. **Title to the estate or interest in the Land is at the Commitment Date hereof vested in:**

   Ocean Highway and Port Authority of Nassau County, a public body politic, by virtue of that certain Quit Claim Deed recorded in Official Records Book 735, Page 83, of the Public Records of Nassau County, Florida.

5. **The Land is described as follows:**

   PART OF THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE JOHN LOWE MILL GRANT, SECTION 51, TOWNSHIP 3 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS VOLUME 730, PAGE 379, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF STATE ROAD NO. 200 -A-1-A (A VARYING RIGHT-OF-WAY ACCORDING TO THE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION 74060- 2503) WITH THE CENTERLINE OF STATE ROAD NO. 200-A / CHESTER ROAD (A 100-FOOT WIDE RIGHT-OF-WAY ACCORDING TO DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION 74600-2150 / 7460-175) AND RUN NORTH 01°51 '50" EAST ALONG THE LAST MENTIONED CENTERLINE A DISTANCE OF 32.43 FEET TO A POINT WHERE LAST MENTIONED CENTERLINE INTERSECTS THE CENTERLINE OF THE SURVEY OF THE AFOREMENTIONED STATE ROAD NO. 200 / A-1-A; RUN THENCE NORTH 72°48'59" WEST ALONG SAID CENTERLINE OF THE SURVEY A DISTANCE OF 2,481.53 FEET TO A POINT OF CURVATURE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID CENTERLINE OF SURVEY, SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 5,730.17

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FEET A CHORD DISTANCE OF 1,194.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 78°45'59" WEST; RUN THENCE NORTH 84°44'56" WEST CONTINUING ALONG SAID CENTERLINE OF THE SURVEY A DISTANCE OF 298.61 FEET TO A POINT; RUN THENCE NORTH 05°15'01" EAST A DISTANCE OF 70.00 FEET TO POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 200 / A-1-A; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 60.00 FEET, A CHORD DISTANCE OF 70.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 39°44'59" WEST; RUN THENCE NORTH 05°15'01" EAST, A DISTANCE OF 152.24 FEET TO A POINT OF CURVATURE OF A SECOND CURVE; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 773.55 FEET, A CHORD DISTANCE OF 314.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 00°27'43" WEST; RUN THENCE NORTH 18°10'23" WEST A DISTANCE OF 1,391.39 FEET TO A POINT OF CURVATURE OF A THIRD CURVE; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 573.95 FEET, A CHORD BEARING AND DISTANCE OF NORTH 40°57'56" WEST, 444.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 63° 45'25" WEST 904.22 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEING THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 359.26 FEET; RUN THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78°25'49" A DISTANCE OF 479.24 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°32'30" WEST, 444,49 FEET; THENCE NORTH 12°40'24" EAST, 452.68 FEET; THENCE NORTH 63°45'25" WEST, 102.87 FEET; THENCE SOUTH 12°40' 24" WEST, 476.80 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 459.28 FEET: THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°53' 55", A DISTANCE OF 303.78 FEET TO A POINT FOR THE POINT OF DEPARTURE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°16'33" EAST, 298.27 FEET: THENCE SOUTH 63°45' 25" EAST, 288.09 FEET TO THE POINT OF BEGINNING.

THE MAP ATTACHED THROUGH THE HYPERLINK ABOVE IS BEING PROVIDED AS A COURTESY AND FOR INFORMATION PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. THERE WILL BE NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO ANY MATTERS CONCERNING THE CONTENTS OR ACCURACY OF THE MAP.

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AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE WITH FLORIDA MODIFICATIONS
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 19000070393B

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   A. Record a Warranty Deed from Ocean Highway and Port Authority of Nassau County, a public body politic to ABP FL (Yulee) LLC, a Delaware limited liability company conveying the property in Schedule "A" or, in the alternative, a Quiet Title Actions to be commenced in the Circuit Court of Nassau County, Florida, to quiet the title to the property in Schedule "A" in ABP FL (Yulee) LLC, a Delaware limited liability company

5. Affidavit from the seller and borrower stating:

   That there are no matters pending against them that could give rise to a lien that would attach to the subject property between the effective date of the Commitment and the recording of instruments giving rise to the interest to be insured.

   That the affiants have not executed and will not execute any instruments that would adversely affect the title to the subject property or the lien of any mortgage to be insured pursuant to the Commitment.

6. The closing funds pertaining to the transaction must be disbursed by or at the direction of the insuror or its agent.

7. An updated title examination, commencing as of the effective date of this Commitment, which shall be performed at or shortly prior to the closing of the transaction, should not reveal any title defects or other adverse matters appearing should be disposed of prior to closing to the satisfaction of the insuror or its agent.

8. Survey prepared by a Florida registered land surveyor: dated no more than 90 days prior to the closing date of subject transaction: certified to the proposed insured(s), STEWART TITLE GUARANTY COMPANY, and all other parties in interest: meeting the minimum standards for all land surveys as set forth in chapter 472.027, Florida Statutes or in Chapter 21 HH6, Florida Administrative Code. The company reserves the right to make such additional requirements as it may deem necessary.

9. Payment of any and all Special Assessments, Bills, Charges or Municipal Liens levied and/or assessed.

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AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE WITH FLORIDA MODIFICATIONS
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 19000070393B

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Standard Exceptions:
   a. Rights or claims of parties in possession not shown by the public records.
   b. Easements, or claims of easements, not shown by the public records.
   c. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
   d. Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
   e. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such lands.

Special Exceptions:

3. Taxes for the year 2019 and subsequent years, which are not yet due and payable.

4. Any lien arising under Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water system, sewer system or gas system servicing the lands described herein.

5. Easement for Ingress, Egress, Drainage and Utilities as more fully set forth in the document recorded in Official Records Book 520, Page 1169 and as of the Public Records of Nassau County, Florida.

6. Reservations as more fully set forth in the document recorded in Official Records Book 538, Page 1218 and as amended in Official Records Book 778, Page 682, of the Public Records of Nassau County, Florida.

7. Board of County Commissioners of Nassau County, Florida Ordinance No. 2017-30 as more fully set forth in the document recorded in Official Records Book 2148, Page 1590, of the Public Records of Nassau County, Florida.

8. Rights of tenants under any unrecorded leases.

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AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE WITH FLORIDA MODIFICATIONS
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

NOTE: The following is for informational purposes only and is provided without any assurance or guarantee. Taxes and assessments for the year 2018 under Tax I.D. Number 51-3N-27-0000-0001-0130, showing a gross amount of $155,737.53 were paid in the amount of $149,508.03 on 11/26/2018.

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STG Privacy Notice
Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. *Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company*	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: **Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056**

INDEMNITY AGREEMENT

This Indemnity Agreement is given as of the ___ day of June, 2019, from **ABP FL (Yulee) LLC**, a Delaware limited liability company, the address of which is c/o BlueLinx Corporation, 1950 Spectrum Circle, Suite 300, Marietta, GA 30067 ("**ABP FL**"), to **OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY**, a public body politic, the address of which is 86130 License Road, Suite 9, Fernandina Beach, FL 32034 ("**OHPA**").

WITNESSETH

Whereas, the OHPA, as grantor, is this day executing and delivering to ABP FL, as grantee, a certain Quit Claim Deed (the "**Quit Claim Deed**"), a copy of which is attached hereto as Exhibit A; and

Whereas, as consideration for the execution and delivery of the Quit Claim Deed to ABP FL, ABP FL agrees to indemnify and hold OHPA harmless for its execution of and delivery to ABP FL the Quit Claim Deed.

Now therefore, for the consideration stated herein, ABP FL fully indemnifies and holds OHPA and Commissioner Robert Sturgess, Commissioner Danny Fullwood, Commissioner Scott Hanna, Commissioner Carrol Franklin, and Commissioner Michael Cole (collectively "Indemnitees") harmless from and against any and all claims against Indemnitees (or any of them) resulting from the execution and delivery to ABP FL of the Quit Claim Deed, any and all losses, costs and damages, which they may suffer or incur account of, or in consequence of, or growing out of the execution and delivery to ABP FL of the Quit Claim Deed; and ABP FL will provide for the defense, at its own expense, on behalf and for the protection Indemnitees in all litigation consisting of actions arising from the execution and delivery of the Quit Claim Deed to ABP FL.

ABP FL (YULEE), LLC

By:_____

Name: _____

Its: _____

This instrument prepared by or under the direction of:

Robert R. McDonald, Esq.
Greenberg Traurig, P.A.
P.O. Drawer 1838
Tallahassee, FL 32302
(850) 222-6891

(This space reserved for Clerk)

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, executed and delivered as of the _____ day of _____, 2019, by and from **OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY**, a public body politic, the address of which is 86130 License Road, Suite 9, Fernandina Beach, FL 32034, GRANTOR, to **ABP FL (Yulee) LLC**, a Delaware limited liability company, the address of which is P.O. Box 672828, Marietta, GA 30006, GRANTEE (as used herein the singular shall include the plural, as the case may be);

WITNESSETH:

That the said GRANTOR, for and in consideration of the sum of $10.00, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying, and being in Nassau County, Florida, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Property Appraiser's Parcel Tax ID No.: A portion of 51-3N-27-0000-0001-0130

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behalf of the GRANTEE.

THIS INSTRUMENT QUITCLAIMS only so much interest of Grantor in the property herein described as is consistent with its record title, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF, the GRANTOR has signed and sealed these presents the day of year first above written.

Signed, sealed, and delivered in the presence of:

OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY

_____ By: _____

Print Witness Name: _____ Name: _____
Chairman

_____ Attest: _____

_____ Name: _____
Secretary

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____, Chairman, and _____, Secretary, Ocean Highway And Port Authority Of Nassau County, and who executed the foregoing on behalf of the Ocean Highway And Port Authority Of Nassau County, a body politic, and who are personally known to me (or who have produced _____ as identification).

NOTARY PUBLIC

_____

Name:

STATE OF _____

My Commission Expires: _____

(Seal)

EXHIBIT A

(As prepared by Bock & Clark Corporation, an NV5 Company
pursuant to survey bearing B&C Project Number 2019012549-001)

A parcel of land being a portion of the JOHN LOWE MILL GRANT, Section 51, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the centerline intersection of State Road No. 200/A-1-A, a 200 foot right-of-way, and State Road No. 200-A (also known as Chester Road) a 100 foot right-of-way; thence N.07°51'50"E. and along said centerline of State Road No. 200-A, 32.43; thence N.72°46'59"W. and parallel to said centerline of State Road No. 200/A-1-A, 2481.53 feet to the point of a curve to the left, said curve being concave to the Southwest, having a radius of 5730.17 feet, and a delta angle of 11°58'00"; thence Northwesterly along said curve and parallel to the said centerline, an arc distance of 1196.79 feet to the point of tangency; thence N.84°44'59"W. and parallel to the said centerline, 299.61 feet; thence N.05°15'01"E., 70.00 feet to the Northerly right-of-way line of said State Road No. 200/A-1-A, said point being the point of a curve to the right, said curve being concave to the Northeast, having a radius of 50.00 feet, and a delta angle of 90°00'00", thence Northerly along said curve, an arc distance of 78.54 feet to the point of tangency; thence N.05°15'01"E., 152.24 feet to the point of a curve to the left, said curve being concave to the Southwest, having a radius of 773.55 feet, and a delta angle of 23°25'27"; thence Northerly along said curve and arc distance of 316.25 feet to the point of tangency; thence N.18°10'26"W., 1391.39 feet to the point of a curve to the left, said curve being concave to the Southwest, having a radius of 573.95 feet, and a delta angle of 45°34'58"; thence Northwesterly along said curve, an arc distance of 456.62 feet to the point of tangency; thence N.63°45'25"W., 904.22 feet to the POINT OF BEGINNING, said point being the point of a curve to the right, said curve being concave to the Northeast, having a radius of 359.26 feet, and a delta angle of 76°25'49"; thence Northerly along said curve an arc distance of 479.24 feet to the point of tangency; thence N.12°40'24"E., 452.66 feet to a point on the South boundary of lands described in O.R. Book 1577, Page 1447 of the Public Records of Nassau County, Florida; thence along said South boundary, N.63°45'25"W., 102.87 feet; thence S.12°40'24"W., 476.79 feet to a point of a curve to the left, said curve being concave to the Northeast, having a radius of 459.26 feet, a delta angle of 37°53'53", thence Southerly along said curve an arc distance of 303.77 feet; thence S.63°45'25"E., 286.10 (247.48 feet per O.R. Book 730, Page 379) feet to the POINT OF BEGINNING.

Above description is intended to describe any portion of lands described in O.R. Book 730, Page 379 that lie within O.R. Book 1231, Page 541. Description per O.R. 730, Page 379 appears to not close by 38.62 feet.

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MUTUAL AID AGREEMENT
BETWEEN PARTICIPATING FLORIDA PORTS

In consideration of the mutual commitments given herein, each of the Signatories to this Mutual Aid Agreement agrees to render aid to any of the other Signatories as follows:

1. Request for aid. The Requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatories.

2. Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Signatory. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.

3. Invoice to the Requesting Signatory. Within 90 days of the return to the home work station of all labor and equipment of the Aiding Signatory, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.

4. Charges to the Requesting Signatory. Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:
    a. Labor force. Charges for labor force shall be in accordance with the Aiding Signatory's standard practices.
    b. Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location.
    c. Transportation. The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
    d. Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory.

5. Counterparts. The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, and with all counterparts being compiled and incorporated together into a signal Agreement ("Official Record").

6. Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

7. Official Record. The Official Record shall be retained as a public record at Florida Ports Council, 502 E. Jefferson St., Tallahassee, FL 32301.

Date _____

Entity _____(*name / port*)

Signed _____

By _____(*please print*)

Title _____

ADMINISTRATIVE OFFICE MANAGER'S REPORT

May 2019

Hours Worked – 80 Hours

- Attended and completed meeting minutes for the 5/8/19 Monthly Meeting
- Preparation for 6/12/19 meeting.
- Scanned documents and indexed minutes, meeting materials from 5/8/19 Monthly Meeting posted to website
- May invoices paid and entered into Quickbooks
- Met with Michael Arnold in preparation for website administration turn over.
- Responded to all emails
- Website updates – continued
- Scanning files - continued
- Office and electronic files – continued organization

Public Records Request Received – 0