

LAND SWAP AGREEMENT

THIS LAND SWAP AGREEMENT (this “**Agreement**”) is made and entered into this _____ day of _____, 2023 (the “**Effective Date**”) by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (“**County**”), and the **SCHOOL BOARD OF NASSAU COUNTY, FLORIDA**, a school board fully organized and existing under the laws of the State of Florida (“**School Board**”), hereinafter collectively referred to as the “**Parties**.”

RECITALS

WHEREAS, County is the owner of a certain 12.210 acre parcel of land located in Nassau County, Florida and more particularly depicted in **Exhibit A** attached hereto (the “**County Parcel**”); and

WHEREAS, pursuant to Section 125.37, Florida Statutes, the County finds that the County Parcel is no longer needed for County purposes, and such property may be to the best interest of the County exchanged for other real property, which the County may desire to acquire for County purposes; and

WHEREAS, pursuant to Section 125.37, Florida Statutes, the Nassau County Board of County Commissioners is authorized and empowered to make such an exchange; and

WHEREAS, County is willing to exchange and transfer to School Board the County Parcel which is intended to be used for the development of a school as more particularly set forth herein; and

WHEREAS, School Board is the owner of a certain 7.771 acre parcel of land located in Nassau County, Florida and more particularly depicted in **Exhibit B** attached hereto (the “**School Board Parcel**”); and

WHEREAS, School Board is willing to transfer to County the School Board Parcel for the extension of William Burgess Boulevard; and

WHEREAS, the Parties agree to pursue all actions necessary to facilitate the transfer of both properties pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutuality of the covenants and agreements herein contained, the parties hereto mutually covenant and agree with each other as follows:

1. **RECITALS**. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

2. **CONVEYANCE OF COUNTY PARCEL AND REVERTER.** In accordance with the terms and conditions of this Agreement, County shall transfer fee simple title to County Parcel to the School Board by county deed, attached as **Exhibit A** (the “County Deed”). The conveyance by County Deed shall be subject to and strictly in accordance with the following terms and conditions:

- a. The County Parcel shall be used solely for the construction/development of a school for the Nassau County School District or for purposes related to the education of students or furtherance of Nassau County School District activities and operations. School Board shall construct the new School Board school site within twenty (20) years of execution of this Agreement. In the event that the County Parcel is not used or ceases to be used for Nassau County School District purposes, then all right, title and interest in the County Parcel shall revert to the County, which shall thereafter have the right to reenter and repossess the County Parcel. School Board shall return the County Parcel to County in substantially the same condition as it existed when it was last used for Nassau County School District purposes.
- b. The County Deed conveying the County parcel to the School Board shall contain a restrictive covenant running with the land prohibiting any use of the County Parcel for purposes unrelated to the education of students or furtherance of Nassau County School District activities and operations.

3. **CONVEYANCE OF SCHOOL BOARD PARCEL AND REVERTER.** In accordance with the terms and conditions of this Agreement, the School Board shall transfer fee simple title to the School Board Parcel to the County by warranty deed, attached as **Exhibit B** (the “School Board Deed”). The conveyance by the School Board Deed shall be subject to and strictly in accordance with the following terms and conditions:

- a. The School Board Parcel shall be used solely for the construction of Right-of-Way for the William Burgess Extension. In the event that the School Board Parcel is not used or ceases to be used for the stated purposes, then all right, title and interest in the School Board Parcel shall revert to the School Board, which shall thereafter have the right to reenter and repossess the School Board Parcel. County shall return the School Board Parcel to School Board in substantially the same condition as it existed when being used as a Right-of-Way for the William Burgess Extension.
- b. The School Board Deed conveying the School Board parcel to the County shall contain a restrictive covenant running with the land prohibiting any use of the School Board Parcel other than for the construction of Right-of-Way for the William Burgess Extension.

4. **TERM.** The Parties agree that time is of the essence and that if each party does not execute and deliver this Agreement within Twenty (20) days of the Effective Date, then this Agreement shall not become effective. This Agreement may be extended only upon approval by all parties pursuant to a signed amendment approved by such parties with the same formalities as the approval of this Agreement.

5. **CONSIDERATION**. The Parties agree that no later than twenty (20) days after the Effective Date of this Agreement, the parties have determined that the consideration received for the transfers and obligations hereunder constitute reasonably equivalent value in compliance with their respective disposition requirements, and, accordingly, no additional monetary consideration need be exchanged in order to consummate the transactions contemplated hereunder. Neither party shall pay the other any money to settle any difference in the values of the Respective Parcels.

6. **INSPECTION PERIOD**. School Board shall have thirty (30) days from the Effective Date of this Agreement to investigate the County Parcel in order to determine whether it is suitable for the School Board's intended use and County shall have thirty (30) days from the Effective Date of this Agreement to investigate the School Board Parcel in order to determine whether it is suitable for the County's intended use (the "**Inspection Period**").

a. **Inspection of County Parcel**. During the Inspection Period, School Board may enter upon the County Parcel to conduct studies and inspections to determine the suitability of the County Parcel for the uses intended, all at School Board's expense. Such inspections shall be subject to School Board providing not less than forty-eight (48) hours' prior notice to County, together with a scope of the proposed inspections. Prior to any entry upon the County Parcel, School Board will cause its third party contractors to: (i) provide a separate indemnification agreement which indemnifies County and holds County harmless from all cost and expense, claims and damages, both mechanics' liens or tort, or otherwise, including reasonable attorneys' fees, resulting from said third party contractor's inspection of the County Parcel, which indemnification will contain no limitation with respect to Section 768.28, Florida Statutes; and (ii) provide certificates and other evidence of compliance with the applicable insurance requirements set forth in the Indemnification and Insurance Requirements. School Board will restore the surface of the County Parcel to substantially its same condition after making such tests. Subject to the provisions and limitations of Section 768.28, Florida Statutes, which provisions are not hereby expanded, altered or waived, School Board will indemnify and hold County harmless from all cost and expense, claims and damages, both mechanics' liens or tort, or otherwise, including reasonable attorneys' fees, resulting from School Board's inspection of the County Parcel. The provisions of this Section shall survive termination of this Agreement or the County Parcel Closing.

b. **Inspection of School Board Parcel**. During the Inspection Period, County may enter upon the School Board Parcel to conduct studies and inspections to determine the suitability of the School Board Parcel for the uses intended, all at County's expense. Such inspections shall be subject to County providing not less than forty-eight (48) hours' prior notice to the School Board, together with a scope of the proposed inspections. Prior to any entry upon the School Board Parcel, County will cause its third party contractors to: (i) provide a separate indemnification agreement which indemnifies School Board and holds School Board harmless from all cost and expense, claims and damages, both mechanics' liens or tort, or otherwise, including reasonable attorneys' fees, resulting from said third party contractor's inspection of the School Board Parcel, which indemnification will contain no limitation with respect to Section 768.28, Florida Statutes and

which indemnification will contain the applicable indemnification provisions set forth in the Indemnification and Insurance Requirements; and (ii) provide certificates and other evidence of compliance with the applicable insurance requirements set forth in the Indemnification and Insurance Requirements. County will restore the surface of the School Board Parcel to substantially its same condition after making such tests. County will indemnify and hold the School Board harmless from all cost and expense, claims and damages, both mechanics' liens or tort, or otherwise, including reasonable attorneys' fees, resulting from County's inspection of the School Board Parcel. The provisions of this Section shall survive termination of this Agreement or the County Parcel Closing.

c. Completion of Inspections. Within sixty (60) days of the effective date of this agreement, if any party determines that the parcel to be received is not suitable for such party's intended use, then such party may terminate this Agreement by written notice to the other party. Upon such termination, the parties shall have no further obligations or liabilities under this Agreement with the exception of those matters expressly stated to survive the termination hereof.

7. ASSUMPTION AND RETENTION OF LIABILITIES.

a. School Board Parcel to be Conveyed "As Is". Except as otherwise specifically set forth herein, it is understood and agreed that School Board disclaims all warranties or representations of any kind or character, express or implied, with respect to the School Board Parcel, including but not limited to, warranties or representations as to matters of title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, land value, government approvals, governmental regulations or any other matter or thing relating to our affecting the School Board Parcel. County represents that it is knowledgeable with respect to the acquisition of real estate and that it is relying solely on its own expertise and that of its consultants, and County has conducted or will conduct such inspections and investigations of the School Board Parcel, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and shall assume the risk of adverse matters, including, but not limited to, adverse physical and environmental conditions that may not have been revealed by inspections and investigations. County acknowledges and agrees that the School Board Parcel, or such portion thereof as conveyed to County, shall be conveyed "AS IS, WHERE IS", WITH ALL FAULTS, and there are no oral agreements, warranties or representations collateral to or affecting the School Board Parcel by any of the parties hereto or any third party (except as set forth herein).

b. County Parcel to be Conveyed "As Is". Except as otherwise specifically set forth herein, it is understood and agreed that County disclaims all warranties or representations of any kind or character, express or implied, with respect to the County Parcel, including but not limited to, warranties or representations as to matters of title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, land value, government approvals, governmental regulations or any other matter or thing relating to our affecting the County Parcel. School Board represents that it is knowledgeable with respect to the acquisition of real estate and that it is relying solely on its own expertise and that of its consultants, and School

Board has conducted or will conduct such inspections and investigations of the County Parcel, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and shall assume the risk of adverse matters, including, but not limited to, adverse physical and environmental conditions that may not have been revealed by inspections and investigations. School Board acknowledges and agrees that the County Parcel, or such portion thereof as conveyed to School Board, shall be conveyed "AS IS, WHERE IS", WITH ALL FAULTS, and there are no oral agreements, warranties or representations collateral to or affecting the County Parcel by any of the parties hereto or any third party (except as set forth herein).

8. SURVEY AND TITLE.

a. Survey of County Parcel. Within sixty (60) days after the Effective Date, County shall deliver a boundary survey of the County Parcel to School Board. The County Parcel Survey shall depict the location of any improvements and easements located on the County Parcel, shall reference the Title Commitment(s) and depict all Title Commitment exemptions on the map and/or notes of the Surveys, and shall be prepared by a land surveyor licensed in the State of Florida in compliance with Chapter 472, Florida Statutes, certified as meeting or exceeding the minimum technical standards for land surveying as established pursuant to Chapter 21HH-6, Florida Administrative Code.

b. Survey of School Board Parcel. Within sixty (60) days after the Effective Date, School Board shall deliver a boundary survey of the School Board Parcel to County. The School Board Survey shall depict the location of any improvements and easements located on the School Board Parcel, shall reference the Title Commitment(s) and depict all Title Commitment exemptions on the map and/or notes of the Surveys, and shall be prepared by a land surveyor licensed in the State of Florida in compliance with Chapter 472, Florida Statutes, certified as meeting or exceeding the minimum technical standards for land surveying as established pursuant to Chapter 21HH-6, Florida Administrative Code.

9. CLOSING COSTS.

a. County shall be responsible and pay for the cost of the Survey at or prior to the release of documents from escrow and the consummation of the County Parcel Closing. County shall pay for the cost of (i) the title search and premium fees associated with the applicable Title Commitments and Title Updates, (ii) the cost of recording the applicable special warranty deeds, and (iii) the cost associated with any third party opinion of value or appraisal of the County Parcel, subject to County's prior approval of said cost. Such costs shall be paid at the County Parcel Closing, as applicable, and reflected on the Closing Statement, or shall have been paid prior to the County Parcel Closing, as applicable, and reflected as "paid outside of closing" on the Closing Statements.

b. School Board shall be responsible for paying the cost of the Survey at or prior to the release of documents from escrow and the consummation of the School Board Parcel Closing. School Board shall pay for the cost of (i) the title search and premium fees associated with the applicable Title Commitments and Title Updates, (ii) the cost of recording the applicable special warranty deeds, and (iii) the cost associated with any third party opinion of value or appraisal of the School Board Parcel, subject to School Board's prior approval of said cost. Such costs shall be paid at the School Board Parcel Closing, as applicable, and reflected on the Closing Statements, or shall have been prior to the School Board Parcel Closing, as applicable, and reflected as "paid outside of closing" on the Closing Statements.

c. Notwithstanding the above, each party shall bear the cost of its own legal counsel and the fees of its consultants.

10. **TAX PRORATION, DOCUMENTARY STAMP TAX.** Both parties are exempt from the payment of ad valorem taxes and documentary stamp taxes. At Closing, neither party shall pay (whether by proration or as a cost at such closing) any ad valorem taxes or any documentary stamp taxes.

11. **DEFAULT.** If any party fails to comply with or perform, in any material respect, any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed under the terms and provisions of this Agreement, any non-defaulting party shall be entitled to pursue any available remedies at law or in equity and/or to seek specific performance of this Agreement, or to terminate this Agreement.

12. **GENERAL PROVISIONS.** No failure of any party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, will constitute a waiver of any party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein will be of any force or effect. Any amendment to this Agreement will not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto. The provisions of this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. All references to "days" contained herein are references to calendar days, unless otherwise specified and are based upon a seven (7) day week, including holidays. In the event performance is due on a day which is a legal holiday generally observed in Nassau County, Florida, or weekend, performance will be postponed to the next business day. This Agreement may be executed in multiple counterparts, and facsimile signatures, each of which will constitute an original, but all of which taken together will constitute one and the same agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. The parties hereto do hereby covenant and agree that such documents may be legally necessary or otherwise appropriate to carry out the terms of this Agreement will be executed and delivered by each party

at closing. This Agreement will be governed by and construed in accordance with the laws of the State of Florida. The venue for any lawsuit arising from this Agreement shall be in Nassau County, Florida. In the event of any litigation arising out of this Agreement or the transactions contemplated herein, then each party shall be responsible for its own attorneys' fees and costs. This Agreement shall run with title to the parcels referenced herein and shall bind the successors and assigns of the parties hereto.

13. **RECORDING**. This Agreement shall not be recorded without the express, prior written consent of both parties hereto.

14. **SEVERABILITY**. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance will, or any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other persons or circumstances will not be affected thereby but rather will be enforced to the greatest extent permitted by law.

15. **TIME OF ESSENCE**. Time shall be of the essence as to all provisions of this Agreement.

16. **NOTICES**. Any and all notices required or permitted to be served pursuant to the terms of this Agreement shall be in writing and shall be given by overnight courier, with deliver fee prepaid and tracking information enabled, as follows:

To County:

County Manager
Nassau County, Florida
96135 Nassau Place, Suite 1
Yulee, Florida 32097

With a copy to:

County Attorney
Nassau County, Florida
96135 Nassau Place, Suite 6
Yulee, Florida 32097

To School Board:

Kathy K. Burns, Ed.D.
Superintendent of Schools
1201 Atlantic Avenue
Fernandina Beach, Florida 32034

With a copy to:

Brett L. Steger
Attorney for Nassau County School Board
1869 South 8th Street
Fernandina Beach, Florida 32034

Notice shall be deemed given when accepted by the overnight courier in the manner aforesaid.

17. **BROKERAGE**. The parties represent and warrant to each other that neither party has dealt with any brokers in connection with the transactions contemplated in this Agreement. Each party indemnifies and holds the other party harmless from any and all brokerage claims arising out of the respective party's actions, whether disclosed or undisclosed.

18. DISCLAIMER.

a. SCHOOL BOARD EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SCHOOL BOARD PARCEL, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY RELATING TO THE CONDITION OF THE LAND, ITS SUITABILITY FOR COUNTY'S PURPOSES OR THE STATUS OF THE LAND UNDER LOCALLY APPLICABLE LAW. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE LAND IS TO BE CONVEYED AND ACCEPTED "AS IS, WHERE IS" AS OF THE TIME OF CLOSING.

b. COUNTY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE COUNTY PARCEL, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY RELATING TO THE CONDITION OF THE LAND, ITS SUITABILITY FOR SCHOOL BOARD'S PURPOSES OR THE STATUS OF THE LAND UNDER LOCALLY APPLICABLE LAW. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE LAND IS TO BE CONVEYED AND ACCEPTED "AS IS, WHERE IS" AS OF THE TIME OF CLOSING.

19. **WAIVER OF JURY TRIAL.** EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph.

ATTEST:

THE SCHOOL BOARD OF NASSAU
COUNTY, FLORIDA

By: Kathy J. Burns
KATHY K. BURNS, Ed. D.,
Superintendent
Nassau County School District

By: Cynthia K. Grooms
CYNTHIA GROOMS, Ed. D.,
Chair
Nassau County School Board

Form Approved:

By: Brett L. Steger
BRETT L. STEGER
Nassau County School Board Attorney

ATTEST:

THE BOARD OF COUNTY
COMMISSIONERS, NASSAU COUNTY,
FLORIDA

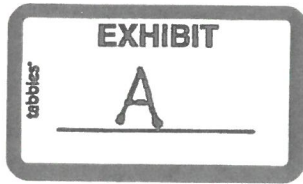
By: _____
JOHN A. CRAWFORD
Ex - Officio Clerk

By: _____
JEFF GRAY
Chairman

Form Approved:

Approved by Board: _____

By: _____
DENISE C. MAY
County Attorney



COUNTY DEED

THIS DEED, is made this _____ day of _____, 2023 by **NASSAU COUNTY**, a political subdivision of the State of Florida, Grantor, whose address is 96135 Nassau Place, Yulee, Florida 32907, and **SCHOOL BOARD OF NASSAU COUNTY**, a school board fully organized under the Laws of the State of Florida, Grantee, whose address is 1201 Atlantic Avenue, Fernandina Beach, Florida 32034.

WITNESSETH that the Grantor, for and in consideration of the sum of \$10.00 in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, a parcel of land as described in Exhibit "A", subject to the reservation of the following perpetual easements and restrictive covenant:

Restrictive Covenant.

The property described in Exhibit "A" (the "Property") is to be used for the construction/development of a school for the Nassau County School District or for purposes related to the education of students or furtherance of Nassau County School District activities and operations. In the event this Property is not used or ceases to be used for the stated purpose and under the stated conditions, then all right, title and interest in the Property shall revert to the Grantor which shall thereafter have the right to reenter and repossess the Property conveyed herein. Grantee shall return the Property in substantially the same condition as it existed when it was last used for Nassau County School District purposes, including any permanently attached building, structure, fixture or facility placed or constructed by the School Board upon the Property. In the event that the Interlocal Agreement between Grantor and Grantee is terminated, all right, title, claim and interest of Grantee to the property conveyed herein and all improvements then located thereon shall automatically revert to Grantor and thereafter Grantee shall have no further right, title, claim or interest in such property or such improvements. The foregoing shall be deemed to be a restrictive covenant running with the land.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair and said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

, Clerk to the Board

By: _____
, Chair

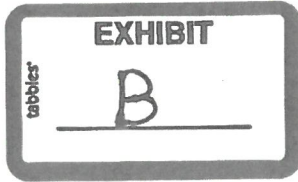
As Approved by the Board on _____
Item # _____

LEGAL DESCRIPTION:

All of lands described in Official Records Book 710, Page 1214, together with a portion of lands described in Official Records Book 855, Page 1174, and of the Public Records of Nassau County, Florida, lying in Section 32, Township 2 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of HARBOR CONCOURSE PHASE 2, as recorded in Plat Book 8, Pages 161 through 164, of said Public Records, run thence South 00°05'13" West, along the Easterly boundary of said lands in Official Records Book 855, Page 1174, and the Westerly boundary of lands described in Official Records Book 791, Page 631, of said Public Records, a distance of 196.43 feet to the **POINT OF BEGINNING**; thence continue along said last said boundaries, South 00°05'13" West, a distance of 168.33 feet to the Northeast corner of said lands in Official Records Book 710, page 1214; thence South 00°05'13" West, along the Westerly boundary of last said lands, and the Easterly boundaries of the following said lands described in Official Records Book 810, Page 158; OSBOURNE TRAIL, as recorded in Official Records Book 946, Page 1342; and HATTON ROAD, as recorded in Official Records Book 946, Page 1342, all of said Public Records, a distance of 652.55 feet to the Southeast corner of said lands of Official Records Book 710, Page 1214, said corner also being Southwest corner of said HATTON ROAD, and on the Easterly extension of the Northerly boundary of CYPRESS GARDENS PLAT, as recorded in Plat Book 8, Pages 66 through 68, of said Public Records; thence South 89°59'14" West, along said Easterly extension and the Northerly boundary thereof, a distance of 667.39 feet to the Southeast corner of lands described in Official Records Book 2298, Page 292, of said Public Records; thence North 00°05'11" East, along the Easterly boundary of last said lands, distance of 652.49 feet to the Southwest corner of said lands in Official Records Book 855, Page 1174; thence North 28°19'32" East, along the Westerly boundary of last said lands, a distance of 11.48 feet; thence departing said lands, Northeasterly, 169.97 feet along the arc of a non-tangent curve to the left having a radius of 230.00 feet and a central angle of 42°20'33" (chord bearing North 49°29'48" East, 166.13 feet); thence North 28°19'32" East, a distance of 76.08 feet; thence Easterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing North 73°19'32" East, 35.36 feet); thence South 61°40'28" East, a distance of 10.74 feet; thence Easterly, 117.73 feet along the arc of a tangent curve to the left having a radius of 230.00 feet and a central angle of 29°19'45" (chord bearing South 76°20'21" East, 116.45 feet); thence North 88°59'47" East, a distance of 343.36 feet to the **POINT OF BEGINNING**.

Containing 12.210 acres, more or less.



SCHOOL BOARD DEED

THIS DEED, is made this _____ day of _____, 2023 by **SCHOOL BOARD OF NASSAU COUNTY**, a school board fully organized under the laws of the State of Florida, Grantor, whose address is 1201 Atlantic Avenue, Fernandina Beach, Florida 32034, and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, Grantee, whose address is 96135 Nassau Place, Yulee, Florida 32907.

WITNESSETH that the Grantor, for and in consideration of the sum of \$10.00 in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, a parcel of land as described in Exhibit "A", subject to the reservation of the following perpetual easements and restrictive covenant:

1. **Restrictive Covenant.**

The property described in Exhibit "A" (the "Property") is to be used for the construction of Right-of-Way for the William Burgess Extension. In the event this Property is not used or ceases to be used for the stated purpose and under the stated conditions, then all right, title and interest in the Property shall revert to the Grantor which shall thereafter have the right to reenter and repossess the Property conveyed herein. Grantee shall return the Property in substantially the same condition in which it existed prior to this conveyance including any permanently attached building, structure, fixture or facility placed or constructed by the County upon the Property. In the event that the Interlocal Agreement between Grantor and Grantee is terminated, all right, title, claim and interest of Grantee to the property conveyed herein and all improvements then located thereon shall automatically revert to Grantor and thereafter Grantee shall have no further right, title, claim or interest in such property or such improvements. The foregoing shall be deemed to be a restrictive covenant running with the land.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by the Nassau County School Board acting by the _____ and said Board, the day and year aforesaid.

ATTEST:

SCHOOL BOARD OF NASSAU COUNTY

Kathy K. Burns, Ed. D., Superintendent
Nassau County School District

Cynthia Grooms, Chair
Nassau County School Board

As Approved by the Board on _____
Item # _____

LEGAL DESCRIPTION:

A PART OF SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 971, PAGE 318, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST NORTHEAST CORNER OF LOT 1, BLOCK 1, YULEE WOODS SECTION THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGES 239 AND 240, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF MINER ROAD (A 60 FOOT RIGHT-OF-WAY); THENCE NORTH 22°56'01" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 80.21 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 62°56'00" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 3,197.73 FEET; THENCE NORTH 27°04'00" WEST, A DISTANCE OF 91.72 FEET; THENCE NORTH 14°56'24" EAST, A DISTANCE OF 14.19 FEET; THENCE NORTH 07°36'06" EAST, A DISTANCE OF 27.24 FEET; THENCE NORTH 50°03'07" WEST, A DISTANCE OF 18.82 FEET; THENCE NORTH 06°43'41" EAST, A DISTANCE OF 11.43 FEET; THENCE SOUTH 81°28'00" EAST, A DISTANCE OF 4.74 FEET; THENCE NORTH 04°04'21" WEST, A DISTANCE OF 55.47 FEET; THENCE NORTH 56°28'09" EAST, A DISTANCE OF 38.01 FEET; THENCE NORTH 23°06'54" EAST, A DISTANCE OF 27.17 FEET; THENCE NORTH 51°25'23" EAST, A DISTANCE OF 158.91 FEET; THENCE NORTH 51°25'23" EAST, A DISTANCE OF 118.84 FEET; THENCE NORTH 83°01'16" EAST, A DISTANCE OF 90.88 FEET; THENCE SOUTH 27°04'00" EAST, A DISTANCE OF 165.68 FEET; THENCE NORTH 62°56'00" EAST, A DISTANCE OF 2,531.15 FEET; THENCE NORTH 54°55'00" EAST, A DISTANCE OF 53.05 FEET; THENCE NORTH 29°10'44" EAST, A DISTANCE OF 168.59 FEET; THENCE NORTH 22°56'01" WEST, A DISTANCE OF 44.23 FEET; THENCE NORTH 67°03'59" EAST, A DISTANCE OF 21.24 FEET TO A POINT ON AFORESAID WESTERLY RIGHT-OF-WAY LINE OF MINER ROAD; THENCE SOUTH 22°56'01" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 224.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.771 ACRES, MORE OR LESS.