

**AGREEMENT FOR JURISDICTION ON PRIVATE ROADS
BETWEEN PLUMMER CREEK HOMEOWNERS ASSOCIATION,
NASSAU COUNTY, FLORIDA, AND
THE NASSAU COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT FOR JURISDICTION ON PRIVATE ROADS ("Agreement") is entered into by and between the **PLUMMER CREEK HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "Plummer Creek" or "Association"), **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as "County"), and the **NASSAU COUNTY SHERIFF'S OFFICE**, (hereinafter referred to as "Sheriff").

W I T N E S S E T H:

WHEREAS, the Association controls all the private roadways within the subdivision of Plummer Creek, as more particularly described in Exhibit "A" which is incorporated by reference (collectively as "**Plummer Creek**" or "**Plummer Creek Roadways**"); and

WHEREAS, pursuant to state statute, the County does not have traffic control jurisdiction over private roads such as those controlled by the Association; and

WHEREAS, Section 316.006(3)(b), Florida Statutes provides that a county may exercise jurisdiction over any private roads if the county and the party owning such roads provide for county traffic control jurisdiction by a written agreement approved by the governing board of the county; and

WHEREAS, Section 316.006(3)(b), Florida Statutes further provides that, prior to entering into an agreement for traffic control jurisdiction over private roads, the governing board shall consult with the Sheriff; and

WHEREAS, the Association wants the County to exercise traffic control jurisdiction over the Plummer Creek Roadways, and;

WHEREAS, pursuant to consultations between the parties, the County and the Sheriff are willing to exercise traffic control jurisdiction upon the Plummer Creek Roadways; and

WHEREAS, pursuant to Section 30.2905, Florida Statutes, the Sheriff operates a secondary employment program; and

WHEREAS, Section 316.006(3)(2), Florida Statutes provides *inter alia* that no such agreement shall take effect prior to October 1 unless such provision is waived in writing by the sheriff of the county; and

WHEREAS, the Sheriff has waived the above provision as evidenced by Exhibit "B" attached hereto and by referenced incorporated herein.

NOW, THEREFORE, in consideration of the covenants and conditions herein, the County and the Association hereby agree as follows:

1. Recitals

The above recitals are true and correct and are incorporated herein by reference and form a material part of this Agreement.

2. Jurisdiction

The County agrees to exercise jurisdiction over traffic control upon the Plummer Creek Roadways, pursuant to the terms and conditions expressed in Section 316.006 (3)(b), Florida Statutes, including without limitation enforcement of multi-party stop signs, pursuant to Sections 316.006 (3)(b)4 and 316.123, Florida Statutes, and also subject to the following and conditions:

i. The Association shall obtain traffic enforcement exclusively by employing deputies through the Sheriff's Secondary Employment Program. The employment of deputies through the Sheriff's Secondary Employment Program is expressly subject to all policies and agency directives then established by the Sheriff, and expressly subject to the availability of deputies participating in the Sheriffs Secondary Employment Program. The

compensation of deputies so employed shall be negotiated separately through the Secondary Employment Program.

ii. Notwithstanding the foregoing, and in addition to any traffic enforcement the Association schedules through the Sheriff's Secondary Employment Program, if a deputy responding to any non-traffic enforcement issue witnesses a traffic violation on Plummer Creek Roadways, he or she may take appropriate enforcement action having jurisdiction, pursuant to this Agreement.

iii. If a resident of the Plummer Creek Homeowners Association wishes to make a traffic complaint, or to request a traffic enforcement detail, he or she shall contact the Association for further action. If a resident contacts the Sheriff directly with such a complaint or request, he or she shall be directed to the Association.

3. Signage

The Association shall establish the speed limit for the Plummer Creek Roadways and shall be responsible for posting the speed limit by appropriate Department of Transportation approved signage along said roads.

At its option, the Association may install multi-party stop signs if it determines that such signage will enhance traffic safety. Such signs, if any, must conform to the manual and specifications of the Department of Transportation.

The Association shall provide a signed and sealed Engineer Certification in a form acceptable to the Sheriff and Nassau County that the signage, marking and speed limit establishment conform to the Manual on Uniform Traffic Control Devices, and the requirements of the Florida Department of Transportation (FDOT) and Chapter 316, Florida Statutes.

4. Authority in Addition to Existing Authority

Pursuant to this Agreement, the County's exercise of traffic control jurisdiction shall be in addition to the authority presently exercised by the County and/or Sheriff over the Plummer Creek Roadways, and nothing herein shall be construed to limit or remove such authority. The County agrees to continue to provide such police and fire services as are otherwise required by law.

5. County to Retain Revenues

All revenue from the fines, costs and penalties imposed by the traffic citations issued for violation of traffic laws on the Plummer Creek Roadways shall be apportioned in the manner set forth in the applicable *Florida Statutes*.

6. Liability Not Increased

Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the County or the Sheriff than that which the County and the Sheriff would ordinarily be subject to when providing its normal police services. Nothing contained herein shall constitute a waiver by either Sheriff or County, or their agents, employees, or designees respectively of their sovereign immunity or a waiver of the limitations on liability, claims, or judgments as set forth in Section 768.28, Florida Statutes.

7. Indemnification

To the fullest extent permitted by law, the Association shall indemnify, defend and hold the County and the Sheriff harmless from any loss, cost, damage or expense, including court costs and attorney fees, arising out of or resulting from this Agreement, the maintenance, repair or reconstruction of any roads, road drainage, signage, or the negligence or misconduct of the Association.

To ensure its ability to fulfill its obligation under this paragraph, the Association shall maintain General Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000.00) and shall file with the County current certificates of the required insurance. Such insurance shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County.

8. Road Maintenance

Neither the existence of this Agreement nor anything contained herein shall impose any obligation or duty upon the County to provide maintenance on and/or drainage of the Plummer Creek Roadways. The maintenance, repair, construction, and/or reconstruction of all roads, drainage, and signage within the Plummer Creek Homeowners Association, Inc. shall at all times be solely and exclusively the responsibility of the Association.

9. **Term**

The term of this Agreement shall be for one (1) year, commencing on the date of the execution by the last of the parties signing hereto. This Agreement shall thereafter automatically continue for successive one (1) year terms unless terminated by any party by giving thirty (30) days written notice to the other parties. Nothing contained in this paragraph shall limit the right of any party to terminate this Agreement, at any time and for any reason, as outlined further in Paragraph 10 herein. The provisions of Paragraph 8 shall survive the termination of this Agreement.

10. **Termination**

Should the Sheriff change, modify or abolish the Secondary Enforcement Program causing this Agreement to be impossible to perform, or should the Sheriff determine in the Sheriff's sole discretion that this Agreement should be terminated, the Sheriff shall notify the County and Association of same and this Agreement shall be terminated upon thirty (30) days written notice of termination under this paragraph. Similarly, the County and Association may terminate this Agreement, for any reason, without any cause or breach, upon thirty (30) days written notice to the other parties.

11. **Entire Agreement**

This Agreement, including all exhibits attached hereto, constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified, except when reduced to writing and executed in the same manner with approval by the Nassau County Board of County Commissioners.

12. **Notice**

All notices to be given shall be in writing and sent by Certified Mail, Return Receipt Requested to the following addresses:

As to the Association:

**Plummer Creek Homeowners Association, Inc.
c/o Property Management Systems, Inc.
Attn: Wanda Sloan
463499 State Road 200
Yulee, FL 32097**

As to the County:

Michael S. Mullin, Esq.
Nassau County Attorney
96135 Nassau Place, Suite 6
Yulee, FL 32097

As to the Sheriff

Bill Leeper
Sheriff, Nassau County, Florida
77151 Citizens Circle
Yulee, FL 32097

13. Savings Clause

The parties agree that to the extent any of the written terms of this Agreement, including the indemnification provisions set forth in Paragraph 7, conflict with any provisions of Florida law or statutes, the written terms of this Agreement shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable or prohibited term or terms, such that this Agreement shall be enforceable, in accordance with and to the greatest extent permitted by Florida law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

**BOARD OF COUNTY COMMISSIONERS,
NASSAU COUNTY, FLORIDA**

By: _____
~~Daniel B. Leeper~~, Chairman
Pat Edwards


Dated: _____

Attest: _____
John A. Crawford
Ex-Officio Clerk

APPROVED AS TO FORM:

Michael S. Mullin
Nassau County Attorney

**PLUMMER CREEK HOMEOWNERS
ASSOCIATION, INC.**

By: 
William Stanly, III
Its: President

Dated: 2/7/18

NASSAU COUNTY SHERIFF'S OFFICE

Bill Leeper
Sheriff, Nassau County, Florida

Dated: _____

**For the use and reliance of Sheriff Bill Leeper, Nassau County, Florida, only approval as
to form and legal sufficiency:**

Bobby Lippelman
General Counsel
Nassau County Sheriff's Office

EXHIBIT "B"

AGREEMENT FOR TRAFFIC CONTROL ON PRIVATE ROADS

PLUMMER CREEK HOMEOWNERS ASSOCIATION, INC.

WAIVER

I, **Bill Leeper, Sheriff of Nassau County, Florida**, a Constitutional Officer of the State of Florida, do hereby, in accordance with *Section 316.006, Florida Statutes*, hereby waive the right to preclude this Agreement from taking effect prior to October 1, the beginning of the County's Fiscal Year.

As Sheriff, I hereby consent to the Agreement for Traffic Control on Private Roads attached hereto, having full force and effect upon execution by the parties.

Dated this _____ day of _____, 2018.

NASSAU COUNTY SHERIFF'S OFFICE

Bill Leeper
Sheriff, Nassau County, Florida

EXHIBIT ALegal Description of the Property

All of Plummer Creek Phase One, according to the plat thereof recorded in Plat Book 8, pages 28 through 35, of the public records of Nassau County, Florida, as such property may be replatted from time to time or as such plat may be revised or amended, LESS AND EXCEPT Lots 87 and 99, and Tract "F".

AND

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF NASSAU, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTIONS 1, 11, 12 & 13, TOWNSHIP 2 NORTH RANGE 26 EAST AND A PORTION, OF SECTION 7, TOWNSHIP 2 NORTH RANGE 27 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 12 AND RUN NORTH 88°-55'-07" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 12, A DISTANCE OF 1329.58 FEET TO A POINT LYING ON THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF AUGUSTUS W. JONES AND BERNICE MCKENDREE TRUST (ACCORDING TO DEED RECORDED IN BOOK 378, PAGE 708 AND BOOK 1023, PAGE 1450 OF THE OFFICIAL RECORDS OF SAID COUNTY) SAID POINT BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 01°-27'-35" WEST, ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 155.34 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200-A1A (A VARIED RIGHT-OF-WAY BY FLORIDA ROAD DEPARTMENT MAPS, SECTION 74040-2528), SAID POINT TO BE DESCRIBED AS POINT "A"; THENCE RUN BACK TO THE POINT OF BEGINNING AND FROM SAID POINT RUN THENCE SOUTH 01°-27'-35" EAST, ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 333.10 FEET TO THE SOUTHWEST CORNER THEREOF; RUN THENCE NORTH 88°-55'-57" EAST, ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1336.42 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT BEING THE SOUTHWEST CORNER OF LANDS NOW OR FORMERLY OF RAYLAND COMPANY, INC (ACCORDING TO DEED RECORDED IN BOOK 738, PAGE 887 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE SOUTH 73°-01'-36" EAST, ALONG A SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 830.00 FEET TO AN ANGLE POINT; RUN THENCE NORTH 72°-57'-33" EAST, ALONG LAST MENTIONED SOUTHERLY LINE, A DISTANCE OF 400.00 FEET TO A POINT LYING ON THE WESTERLY LINE OF LAST MENTIONED LANDS; RUN THENCE SOUTH 16°-35'-59" EAST, A DISTANCE OF 1167.97 FEET TO A SOUTHWEST CORNER THEREOF; RUN THENCE NORTH 73°-23'-50" EAST, ALONG A SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1104.27 FEET TO A SOUTHEAST CORNER THEREOF, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF JOHNSON LAKE ROAD (A 66-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); RUN THENCE SOUTH 16°-37'-22" EAST, ALONG LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1741.15 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 217.00 FEET, A CHORD DISTANCE OF 85.22 FEET TO A POINT, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 05°-17'-54" EAST; RUN THENCE SOUTH 83°-58'-22" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID JOHNSON LAKE ROAD, A DISTANCE OF 66.00 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID JOHNSON LAKE ROAD; RUN THENCE NORTH 06°-01'-38" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID JOHNSON LAKE ROAD, A DISTANCE OF 56.67 FEET TO A POINT, LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (A 300 FOOT RIGHT-OF-WAY BY FLORIDA ROAD DEPARTMENT MAPS, SECTION 74160-2401); RUN THENCE SOUTH 16°-37'-22" EAST, ALONG LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 234.50 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 7489.44 FEET, A CHORD DISTANCE OF 1530.39 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF LOT 32 JOHNSON LAKE ESTATES - UNIT 2 (ACCORDING TO PLAT RECORDED IN PLAT BOOK 5, PAGE 168, OF THE OFFICIAL RECORDS OF SAID COUNTY), THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 10°-45'-31" EAST; RUN THENCE NORTH 82°-03'-24" WEST, ALONG THE NORTHERLY LINE OF LOTS 32, 31, 29, 28 AND 26 DOWN THROUGH 20 OF SAID JOHNSON LAKE ESTATES UNIT 2, A DISTANCE OF 1614.35 FEET TO AN ANGLE POINT IN THE NORTHERLY LINE OF THE AFOREMENTIONED LOT 20; RUN THENCE SOUTH 71°-19'-30" WEST, ALONG THE NORTHERLY LINE OF LOTS 20 AND 19 OF SAID JOHNSON

LAKE ESTATES, UNIT 2, A DISTANCE OF 447.11 FEET TO THE NORTHWEST CORNER OF LOT 19; RUN THENCE SOUTH 07°-55'-09" WEST, ALONG THE WESTERLY LINE OF LOTS 19 DOWN THROUGH 11 OF SAID JOHNSON LAKE ESTATES, UNIT 2, A DISTANCE OF 1200.00 FEET TO AN ANGLE POINT IN SAID LOT 11; RUN THENCE SOUTH 37°-44'-29" EAST, ALONG THE SOUTHWESTERLY LINE OF LOTS 11 AND 10 OF SAID JOHNSON LAKE ESTATES, UNIT 2, A DISTANCE OF 497.86 FEET TO THE SOUTHWEST CORNER OF LOT 10; RUN THENCE SOUTH 04°-10'-27" WEST, ALONG THE WESTERLY LINE OF LOTS 6 DOWN THROUGH 1 OF SAID JOHNSON LAKE ESTATES, UNIT 2, A DISTANCE OF 645.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; RUN THENCE SOUTH 82°-06'-46" EAST, ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 400.00 FEET TO THE SOUTHEAST CORNER THEREOF; RUN THENCE SOUTH 62°-54'-41" EAST, ALONG THE SOUTHERLY LINE OF JOHNSON LAKE ESTATES, UNIT ONE (AN UNRECORDED SUBDIVISION), A DISTANCE OF 351.39 FEET TO AN ANGLE POINT; RUN THENCE SOUTH 61°-05'-44" EAST, ALONG LAST MENTIONED LANDS, A DISTANCE OF 442.68 FEET TO A POINT, THE SAME POINT BEING THE NORTHEAST CORNER OF LANDS NOW OR FORMERLY OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, (ACCORDING TO DEED RECORDED IN BOOK 1313, PAGE 786 OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE IN A NORTHWESTERLY DIRECTION FOR THE NEXT NINE COURSES ALONG LAST MENTIONED LANDS, THE SAME BEING THE SOUTHWESTERLY LINE OF LANDS NOW OR FORMERLY OF PLUMMERS CREEK, LLC (ACCORDING TO DEED RECORDED IN BOOK 1239, PAGE 822, OF THE OFFICIAL RECORDS OF SAID COUNTY); COURSE NO. 1- RUN THENCE SOUTH 56°-07'-56" WEST, A DISTANCE OF 691.19 FEET TO AN ANGLE POINT; COURSE NO. 2- RUN THENCE NORTH 32°-49'-00" WEST, A DISTANCE OF 585.55 FEET TO AN ANGLE POINT; COURSE NO. 3- RUN THENCE NORTH 61°-49'-42" WEST, A DISTANCE OF 487.99 FEET TO AN ANGLE POINT; COURSE NO. 4- RUN THENCE NORTH 17°-51'-15" WEST, A DISTANCE OF 352.45 FEET TO AN ANGLE POINT; COURSE NO. 5- RUN THENCE SOUTH 86°-22'-47" WEST, A DISTANCE OF 482.45 FEET TO AN ANGLE POINT; COURSE NO. 6- RUN THENCE NORTH 00°-11'-29" EAST, A DISTANCE OF 693.73 FEET TO AN ANGLE POINT; COURSE NO. 7- RUN THENCE NORTH 45°-15'-38" WEST, A DISTANCE OF 268.02 FEET TO AN ANGLE POINT; COURSE NO. 8- RUN THENCE NORTH 60°-24'-30" WEST, A DISTANCE OF 332.12 FEET TO AN ANGLE POINT; COURSE NO. 9- RUN THENCE SOUTH 50°-05'-07" WEST, A DISTANCE OF 319.28 FEET TO AN ANGLE POINT LYING ON THE WESTERLY MEAN HIGH WATER LINE OF PLUMMERS CREEK (AS ESTABLISHED BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FILE NO. 1828); RUN THENCE IN A GENERAL NORTHWESTERLY DIRECTION ALONG LAST MENTIONED MEAN HIGH WATER LINE, A DISTANCE OF 11,276 FEET, MORE OR LESS, TO A POINT WHICH LIES ON THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200-A1A AND BEARS SOUTH 72°19'50" WEST, A DISTANCE OF 2541.62 FEET, MORE OR LESS. FROM THE AFOREMENTIONED POINT KNOWN AS POINT "A"; RUN THENCE NORTH 72°-19'-50" EAST, ALONG LAST MENTIONED SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 2541.62 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE AFOREMENTIONED LANDS OF AUGUSTUS W. JONES AND THE BERNICE MCKENDREE TRUST; RUN THENCE SOUTH 01°-27'-35" EAST, ALONG SAID WESTERLY LINE OF LANDS OF AUGUSTUS W. JONES AND THE BERNICE MCKENDREE TRUST, A DISTANCE OF 155.34 FEET TO A POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA (AS FOUND MONUMENTED AND WITH POSSESSION ALONG THE PERIMETER BEING EVIDENCE BY PAINTED AND BLAZED TREES) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 12 AND RUN NORTH 88°-55'-07" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 12, A DISTANCE OF 1329.58 FEET TO A POINT LYING ON THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF AUGUSTUS W. JONES AND BERNICE MCKENDREE TRUST (ACCORDING TO DEED RECORDED IN BOOK 378, PAGE 708 AND BOOK 1023, PAGE 1450, OF THE OFFICIAL RECORDS OF SAID COUNTY); RUN THENCE SOUTH 01°-27'-35" EAST, ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 333.10 FEET TO A POINT; RUN THENCE SOUTH 01°-10'-14" EAST, A DISTANCE OF 983.75 FEET TO A POINT FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 89°-24'-27" EAST, A DISTANCE OF 1318.65 FEET TO A POINT; RUN THENCE SOUTH 00°-35'-51" EAST, A DISTANCE OF 1319.14 FEET TO A POINT; RUN THENCE SOUTH 89°-22'-13" WEST, A DISTANCE OF 1320.00 FEET TO A POINT; RUN THENCE NORTH 00°-32'-20" WEST, A DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

ALL OF PLUMMER CREEK PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 28-35, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

EXHIBIT A**LEGAL DESCRIPTION OF PLUMMER CREEK PHASE TWO A PROPERTY**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 26 EAST AND A PORTION OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE MOST EASTERLY CORNER OF TRACT "I", PLUMMER CREEK PHASE ONE, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGES 28 THROUGH 35 OF THE PUBLIC RECORDS OF SAID COUNTY, THE SAME POINT LYING ON THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF CBC NATIONAL BANK (ACCORDING TO DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 1917, PAGE 1381) AND RUN SOUTH 16°35'59" EAST, ALONG LAST MENTIONED WESTERLY LINE, A DISTANCE OF 434.50 FEET TO THE SOUTHWEST CORNER THEREOF; RUN THENCE NORTH 73°23'50" EAST, ALONG THE SOUTHERLY LINE OF AFOREMENTIONED LANDS, A DISTANCE OF 1104.27 FEET TO THE SOUTHEASTERLY CORNER THEREOF, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF SEMPER FI DRIVE (ALSO KNOWN AS JOHNSON LAKE ROAD) (A 66-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); RUN THENCE SOUTH 16°37'22" EAST, ALONG LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1741.15 FEET TO A POINT; RUN THENCE THE FOLLOWING 7 COURSES: COURSE (1) - NORTH 87°34'41" WEST, 771.78 FEET; COURSE (2) - SOUTH 58°05'55" WEST, 111.49 FEET; COURSE (3) - SOUTH 38°58'06" WEST, 63.50 FEET; COURSE (4) - SOUTH 58°05'55" WEST, 117.00 FEET; COURSE (5) - SOUTH 42°06'05" WEST, 150.00 FEET; COURSE (6) - NORTH 44°14'41" WEST, 750.00 FEET; COURSE (7) - NORTH 58°57'41" WEST, 762.82 FEET TO A POINT LYING ON THE EASTERLY LINE OF PARCEL "L" OF AFOREMENTIONED PLUMMER CREEK, PHASE ONE; RUN THENCE NORTH 06°00'00" EAST, ALONG LAST MENTIONED EASTERLY LINE, A DISTANCE OF 500.00 FEET TO A POINT; RUN THENCE NORTH 42°58'08" EAST, ALONG A SOUTHEASTERLY LINE OF SAID PARCEL "L" AND AFOREMENTIONED TRACT "I", PLUMMER CREEK PHASE ONE A DISTANCE OF 806.57 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 63.33 ACRES, MORE OR LESS.