

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY SETTLING THE LAWSUITS FILED BY A&S LAND DEVELOPMENT COMPANY AGAINST THE COUNTY.

WHEREAS, A&S Land Development Company, a Florida corporation, sued St. Johns County in St. Johns County Circuit Court Cases Nos. CA 98-649 and CA 98-708; and

WHEREAS, St. Johns County wishes to settle these cases and all issues and disputes pertinent thereto; and

WHEREAS, St. Johns County has received the attached letter from ALLTEL.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, as follows:

Section 1. By A&S Land Development Company's execution of the Acceptance And Agreement at the end of this Resolution, and by passage and adoption of this Resolution, A&S Land Development Company (hereinafter "A&S") and St. Johns County (hereinafter "County") agree and contract as follows:

- A&S and County will promptly execute and deliver duplicate copies of the attached Site Lease Agreement.
- A&S and County will execute and deliver duplicate copies of the attached Memorandum of Lease which either party may, at its option, record in the official public records of the County.
- A&S will promptly dismiss with prejudice its lawsuits against the County.
- A&S will promptly execute and deliver the attached release to the County.
- A&S will promptly withdraw its request for a minor modification to Final Development Plan Resolution 81-76 (Utility Site within the Sawgrass PUD) location of second freestanding 150 foot communication tower located within 600 feet of Scenic Highway as defined by Ordinance 97-69

Section 2. Upon receipt of an executed subordination, non disturbance and attornment agreement among A&S, the County and SunTrust Bank North Florida, N.A., pertaining to the Site Lease Agreement and an acceptable executed title opinion from Rogers, Towers, Bailey, Jones & Gay pertaining to the site, the County Administrator is hereby authorized and directed to execute and deliver copies of the Site Lease Agreement and Memorandum of Lease and to record the Memorandum of Lease in the official public records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 11 day of August, 1998.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Moses A. Floyd
Moses A. Floyd, Chairman

ATTEST: CHERYL STRICKLAND, CLERK

By: Cheryl Strickland
Deputy Clerk

ACCEPTANCE AND AGREEMENT

A&S Land Development Company, a Florida corporation, hereby accepts each of the provisions of the above resolution, agrees to be bound by their terms, and agrees to timely perform each of the functions and duties of A&S Land Development Company described therein. This Acceptance and Agreement is contingent upon the Board of County Commissioners of St. Johns County, Florida adopting said resolution on or before August 12, 1998.

A&S LAND DEVELOPMENT COMPANY

By: Allen E. Breeding
Its Vice President

ALLTEL COMMUNICATIONS

601 Riverside Avenue,
Jacksonville, FL 32204-2987

904-791-3016



August 6, 1998

Board of County Commissioners of
St. Johns County Florida
P.O. Box 1533
St. Augustine, Florida 32085-1533

RE: ALLTEL Communications, Inc. lease with A&S Land Development Company

Dear Commissioners:

ALLTEL Communications, Inc. ("ALLTEL") was a party to a certain site lease agreement (the "Lease") with A&S Land Development Company ("A&S") dated October 17, 1997, wherein ALLTEL was to lease from A&S a parcel of property in Ponte Vedra Beach, Florida, for the construction and maintenance of a 150' monopole telecommunications tower (the "Monopole Tower") and antenna. Effective June 30, 1998 ALLTEL terminated the Lease as permitted under its terms.

ALLTEL has submitted a bid for the right to attach an antenna or antennas to the tower owned by St. Johns County, Florida located at 5430 Palm Valley Road, Ponte Vedra Beach, Florida (the "County Tower") and is presently awaiting the bid award. ALLTEL agrees that if and when it attaches its antennas to the County Tower that it will release the Board of County Commissioners of St. Johns County, Florida (the "Board") and St. Johns County (the "County") from any and all liability which the Board and the County might have to ALLTEL arising out of the termination of the Lease and ALLTEL's right, if any, to construct and attach to the Monopole Tower.

Very Truly Yours,

A handwritten signature in black ink that reads "Chris Smith". The signature is written in a cursive, flowing style.

Chris Smith
President, Southeast Market

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (this "Lease") is entered into as of the 1st day of August, 1998 (the "Date of this Agreement"), between A&S LAND DEVELOPMENT COMPANY, a Florida corporation, ("Landlord"), and the BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ("Tenant").

1. Premises. Subject to the following terms and conditions, Landlord leases to Tenant the real property (the "Premises") described in the attached Exhibit A, together with a non-exclusive easement benefitting the Premises for pedestrian and vehicular ingress and egress and the installation of utilities serving the Premises and improvements thereon over and across Landlord's property described in the attached Exhibit B (the "Property").

2. Term.

a. The initial term of this Lease shall be fifteen (15) years, commencing on September 1, 1998, (such date being the "Commencement Date"). No right or title in or to the Property shall vest in Tenant until the occurrence of the Commencement Date. The initial term of this Lease shall expire at Midnight on the day before the fifteenth (15th) anniversary of the Commencement Date.

b. Tenant shall have the right to extend this Lease for seven (7) additional five-year terms (each being a "Renewal Term"). Tenant's lease of the Premises during each Renewal Term shall be on the same terms and conditions for the initial term except as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Lease at least one Hundred Twenty (120) days prior to the expiration of the initial term or any Renewal Term.

3. Rent.

a. Ten (10) days after the end of each month commencing with the tenth day after the month in which the Commencement Date occurs, the Tenant shall pay Landlord, as monthly rent, the sum equal to twenty-six and one-half (26.5%) percent of the gross revenue, if any, received by Tenant from the three (3) highest paying tenants on Tenant's communication towers located on the Premises or on the property described on Exhibit "C" attached hereto (the "County Site") attributable to their rental for such month. By way of example, assume the facts expressed in the following table:

Tenant	Site	Rent Paid to County Attributable to Tower Rental for the Month of September
A	County Site	\$2,000/month
B	County Site	\$1,750/month
C	County Site	\$1,500/month
D	Premises	\$2,250/month

In such case, the rent payable to Landlord for the month of September would be 26.5% of the rent paid by tenants A, B, and D attributable to their rental on the tower(s) during the month of September (26.5% x \$6,000) or \$1,590.00. Such sum would be due October 10th. Such monthly sum is referred to as "Rent". Together with the Rent the Tenant shall provide an accurate schedule of the payments received by the Tenant from the lessees of its tower locations during the month for which the Rent is being paid which schedule shall identify the payors and the amount and date of payment. If Tenant fails to pay Rent within ten (10) days after it is due, Tenant shall pay an additional amount equal to the lesser of 5% of the unpaid Rent as a late fee or One Hundred Fifty (\$150.00) Dollars and if Tenant fails to pay Rent within ten (10) days after notice, past due rent shall accrue interest at the highest rate permitted at law.

b. Tenant shall have the right, but not the obligation to use a direct deposit system with regard to Rent payments. Landlord agrees to cooperate with Tenant in providing requisite information to Tenant for such direct deposit. The implementation of the direct deposit system shall be at Tenant's expense.

4. Permitted Use. The Premises may be used for (i) the transmission and reception of communication signals, and (ii) the construction, alteration, maintenance, repair, replacement and relocation of related facilities towers, antennas, equipment and buildings, (iii) vehicular parking (collectively, "Tenant's Permitted Use"); and (iv) activities related to any of the foregoing.

5. Interference. Tenant shall not use the Premises in any way that unduly interferes with the use of the Property by Landlord, or by tenants or licensees of Landlord holding rights to the Property or adjacent property of Landlord on the date of this Lease; provided, however, that Landlord hereby acknowledges that Tenant's use of the Premises for Tenant's permitted use shall not constitute an impermissible interference by Tenant. Notwithstanding anything to the contrary above, Tenant recognizes Landlord's obligation and the current Lease with AT&T on the adjacent property

and Tenant's operations will not interfere with said Lease. Until actual occupancy by Tenant, Landlord may utilize the Premises for its own vehicular parking and dumpster.

6. Improvements: Utilities: Access.

a. Tenant or its affiliates shall have the right, at its option and at its expense, to install, construct and maintain on the Premises from time to time a communications facility, including, without limitation, one antenna tower and base, radio transmitting and receiving antennas, equipment shelters and other improvements relating thereto (collectively the "Antenna Facilities"). Tenant shall have the right to modify, supplement, replace, upgrade or relocate the Antenna Facilities within the Premises at any time during the term of this Lease as it may be extended. All work by Tenant shall be performed in compliance with applicable laws and ordinances. Tenant is not authorized to contract for or on behalf of Landlord for work on, or the furnishing of materials to, the Premises or any other part of the Property. During the term of this Lease, the Antenna Facilities shall remain the exclusive property of Tenant, and Tenant shall have the right to remove all or any portion of the Antenna Facilities at any time during the term of the Lease and following any termination of this Lease. At its option, Landlord may require Tenant to remove the antenna and base at Tenant's expense upon termination of Lease. Unless otherwise instructed by Landlord, any portion or all of the Antenna Facilities (with the exception of the tower and base if required by Landlord to be removed) not removed by Tenant within ninety (90) days after the expiration or earlier termination of this Lease shall, upon the expiration of said ninety (90) day period, become, at no expense, the property of Landlord, and Tenant shall thereafter have no rights, obligations or liabilities whatsoever with respect thereto. During any period of Tenant's exercise of its rights under this subsection, Tenant shall have, and Landlord hereby grants to Tenant, a temporary construction easement to use portions of the Property reasonably necessary for the storage of materials and staging of construction and/or removal for the Antenna Facilities only.

b. Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including construction of a six-foot wood privacy fence; provided, however, if construction of such fence is not permitted under applicable laws, ordinances, codes and statutes, Tenant may construct a six foot chainlink fence with opaque slats or similar fencing as permitted under such laws, ordinances, codes and statutes including Sawgrass Architectural Review Board.

c. During such times, if any, that Tenant maintains an antenna tower and base on the Premises, the Tenant shall, at Tenant's expense, keep and maintain the Premises in commercially reasonable condition and repair during such portion of the term of this Lease. Upon termination of this Lease, Tenant will return the Premises in as good condition as when Tenant commenced occupancy, normal wear and tear excepted, and all improvements thereon not removed by Tenant shall be delivered to Landlord in good condition.

d. Tenant shall pay all utility charges to the Property incurred as a result of Tenant's use of the Premises. Tenant shall have the right, at Tenant's expense, to install utilities

within the Property and to install or improve utilities on the Premises (including, but not limited to, the installation of emergency power generators).

e. The easement across the Property is intended to provide Tenant ingress and egress between the Premises and an open and improved public road adequate to service the Premises, the Antenna Facilities and all utility facilities serving the Premises at all times during the term of this Lease. Tenant shall be entitled to twenty-four (24) hour, seven (7) days per week access to the Premises, the Antenna Facilities and such utility facilities.

7. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability, as follows:

a. by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within twenty (20) business days after Tenant's receipt of written notice of default from Landlord;

b. by either party if the other party defaults (other than a default described in Section 7.a. above) and fails to cure such default within thirty (30) days after written notice of such default is received by the defaulting party from the non-defaulting party; provided, however, that if such default is capable of being cured, but not within such 30-day period, this Lease may not be terminated so long as the defaulting party commences appropriate curative action within such 30-day period and thereafter diligently prosecutes such cure to completion as promptly as possible;

c. by Landlord if no payment is made under this Lease (even if none is required) for a period of six (6) consecutive months.

d. The Parties agree that the right of termination hereunder is not limited nor waived by any other right of termination, whether or not exercised, set forth in this Agreement.

If at any time during the term of this Lease all or "substantially all" of the Premises or the buildings and improvements located thereon shall be taken in the exercise of the power of eminent domain by any governmental or other authority (other than Tenant), or by deed in lieu of condemnation, then Tenant may, at its option, terminate this Lease by providing written notice to Landlord, which termination shall be effective as of the date of the vesting of title in such taking, and any prepaid Rent shall be apportioned as of the said date and reimbursed to Tenant. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. In the event of any taking of less than all or substantially all of the Premises, this Lease shall continue and each of Landlord and Tenant shall be entitled to pursue their own separate awards with respect to such taking; provided that it does not adversely affect Landlord's awards.

8. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to Tenant's Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Premises and the Property. However,

Tenant shall pay (but solely from the revenue as described in Section 3, above), as additional rent, any increase in real property taxes levied against the Premises after 1998 (excluding any additional taxes that relate to the period prior to the Commencement date, i.e., roll-back taxes) which is directly attributable to Tenant's use of the Premises, and Landlord agrees to furnish proof of such increase to Tenant.

9. Insurance and Subrogation.

During such times, if any, that Tenant maintains an antenna tower and base on the Premises, Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$2,000,000 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance maintained by Tenant.

10. Hold Harmless.

a. Tenant agrees to the extent allowed by Florida Law to indemnify, defend and hold Landlord harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the installation, existence, use, maintenance, repair or removal of the Antenna Facilities or the breach of this Lease, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

b. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from any act, omission or negligence of Landlord or its employees or agents, or the breach of this Lease, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

11. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Landlord, to:

Gary Silverfield
A&S Land Development Company
7865 Southside Boulevard
Jacksonville, FL 32256

TAX ID# 59-3286625

with a copy to:

John J. Mikals, Esquire
Holland & Knight
50 North Laura Street, Suite 3900
Jacksonville, FL 32202

If to Tenant, to:

Ben Adams
County Administrator
P.O. Drawer 349
St. Augustine, FL 32085-0349

12. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that (i) it has full right, power and authority to execute this Lease and has the power to grant all rights hereunder; (ii) it has good, marketable and unencumbered title to the Premises and the Property free and clear of any liens, mortgages, leases, restrictions or other encumbrances that will interfere with Tenant's Permitted Use of the Property or the Premises; (iii) its execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease or other agreement binding on Landlord; (iv) Tenant shall have the quiet enjoyment of the Premises and that portion of the Property of which Tenant is entitled to make use, and Tenant shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

13. Environmental Laws. As used herein, the term "Environmental Laws" shall mean any and all local, state or federal statutes, regulations or ordinances pertaining to the environment or natural resources, as used herein, the term "Hazardous Substance" shall mean any toxic or hazardous waste or substance (including, without limitation, asbestos and petroleum products) that is regulated by Environmental Laws.

Tenant represents, warrants and agrees that it will conduct its activities on the Premises and the Property in compliance with all applicable Environmental Laws. Landlord represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Premises and the Property in compliance with all applicable Environmental Laws and to the best of the Landlord's knowledge and the knowledge of its directors, shareholders, officers, employees, agents and its representatives, that the Premises and the Property are free of any Hazardous Substance as of the date of this Lease.

Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law of, all spills or other releases of Hazardous Substance, not caused solely by Tenant, that have occurred or which may occur on the Premises and the Property.

Tenant agrees to the extent allowed by Florida Law to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Landlord may suffer due to the existence or discovery of any Hazardous Substance on the Premises or the migration of any Hazardous Substance to other properties from the Premises or released into the environment, that are caused by or result from Tenant's activities on the Premises.

Landlord agrees to defend, indemnify and hold Tenant harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, cost, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees that Tenant may suffer due to the existence or discovery of any Hazardous Substance on the Premises or the migration of any Hazardous Substance to other properties or released into the environment, other than with regard to any Hazardous Substance that are caused by or result from Tenant's activities.

The indemnifications in this Section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. The provisions of this Section will survive the expiration or termination of this Lease.

14. Assignment and Subleasing. Tenant may sublet the Premises or any portion thereof, to any person or business entity which is licensed by the Federal Communications Commission.

15. Successors and Assigns. This Lease shall run with the Premises and the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

16. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof. The Antenna Facilities shall be deemed personal property for purposes of this Lease, regardless of whether any portion thereof is deemed real or personal property under applicable law and landlord hereby consents to Tenant's right to remove all or any portion of the Antenna Facilities (except the antenna and base) from time to time in Tenant's sole discretion.

17. Default.

(a) If any Rent required by this Lease is not paid within twenty (20) days after receipt by the Tenant of written notice of non-payment by Landlord, Landlord will have the option to terminate this lease, resume possession and recover from Tenant the deficiency, if any, between the Rent specified in the Lease and the fair rental value of the Property for the remainder of the term, reduced to present value, or resume possession and relet the Property for the remainder of the term and recover from the Tenant the deficiency, if any, in the Rental amounts. Any deficiency shall be payable solely from the gross revenues of the Tenant described in Paragraph 3, above.

(b) For any other breach, each party shall have all remedies at law or in equity, subject to the limitations of paragraph 18.

18. Miscellaneous:

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs. With respect to this Section 18.a and any other provision in this Lease providing for payment or indemnification of attorney's fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This lease constitutes a portion of the mediation induced settlement of the lawsuit between the parties in the Seventh Judicial Circuit Court Case No. CA 98-649 and CA 98-708. Any amendment to this Lease must be in writing and executed by both parties.

(d) Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such representative, including reasonable attorneys' fees and costs incurred in defending such claim.

(e) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease, easement agreement, or both) necessary to protect either's rights under this Lease. Unless the laws of the state in which the Property is located prohibit the recordation of a memorandum of lease, neither party shall record this Lease, but may record, in lieu thereof, the aforementioned Memorandum of Lease. In the event of a recordation prohibition described above, either party may record this Lease. Either party may record any easement agreement.

(f) This Lease shall be construed in accordance with the laws of the county and state in which the Premises are located.

(g) If any term of this lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(h) If Landlord fails to perform any of its obligations under this Lease, and such failure impairs or interferes with Tenant's Permitted Use of the Premises, Tenant may give Landlord written notice thereof at any time. If Landlord does not cure such failure within fifteen (15) days after receipt of such written notice from Tenant, Tenant may, at its option without obligation and in addition to any other rights or remedies available to Tenant hereunder or under applicable law,

thereafter perform such obligation or other appropriate curative action on behalf and at the expense of Landlord and do all necessary work and make all necessary payments in connection therewith, and Landlord shall, on demand, pay Tenant the amount so paid by Tenant.

(i) Landlord shall have the right upon seventy-two (72) hours written notice to Tenant, to enter the Premises for the sole purpose of (i) inspecting the Premises and Antenna Facilities, and (ii) for the purpose of displaying the Premises to prospective tenants during the ninety (90) day period prior to the end of the term of this Lease and to prospective purchasers of the Premises; provided, however, such right of inspection shall not extend to nor include the right to inspect the individual antenna or the equipment building or its contents, located within the Premises.

WITNESSES:

"LANDLORD"

A&S LAND DEVELOPMENT CO.
a Florida Corporation

Print Name: _____

Its: _____

Print Name: _____

"TENANT"

BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS
COUNTY, FLORIDA

By: _____

Print Name: _____

Its: County Administrator

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of July, 1998, by Gary D. Silverfield, the Vice President of A&S Land Development Co., a Florida corporation, on behalf of the corporation, who is personally known to me.

Notary Public, State of
Florida

Name: _____

My Commission
Expires: _____

My Commission
Number is: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was
acknowledged before me this ___ day
of July, 1998, by
_____, who is
personally known to me or who has
p r o d u c e d
_____ as
identification.

Notary Public, State of
Florida

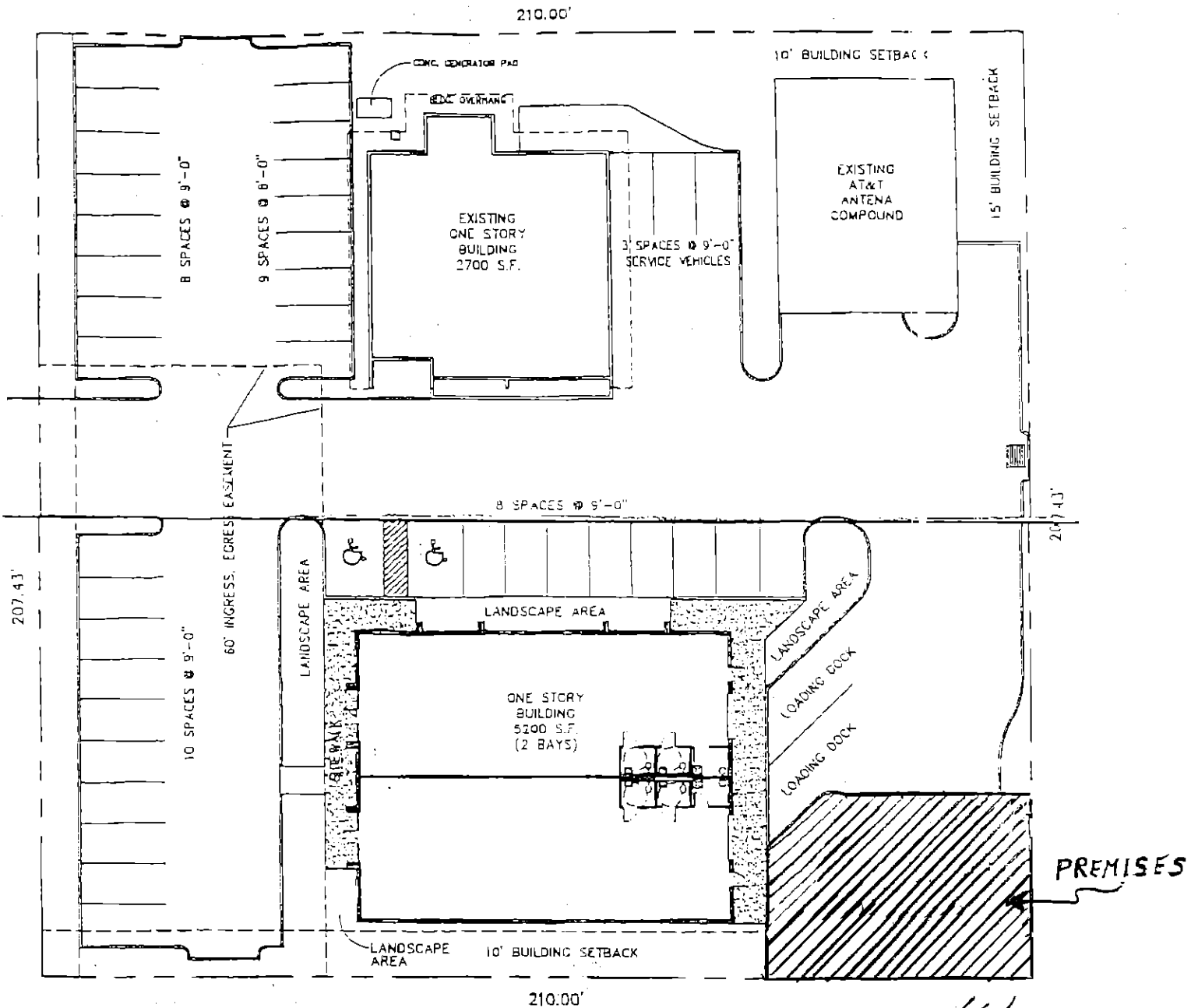
Name: _____

My Commission
Expires: _____

My Commission
Number is: _____

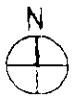
lvla&s\lease.721

EXHIBIT A



931 AIA North

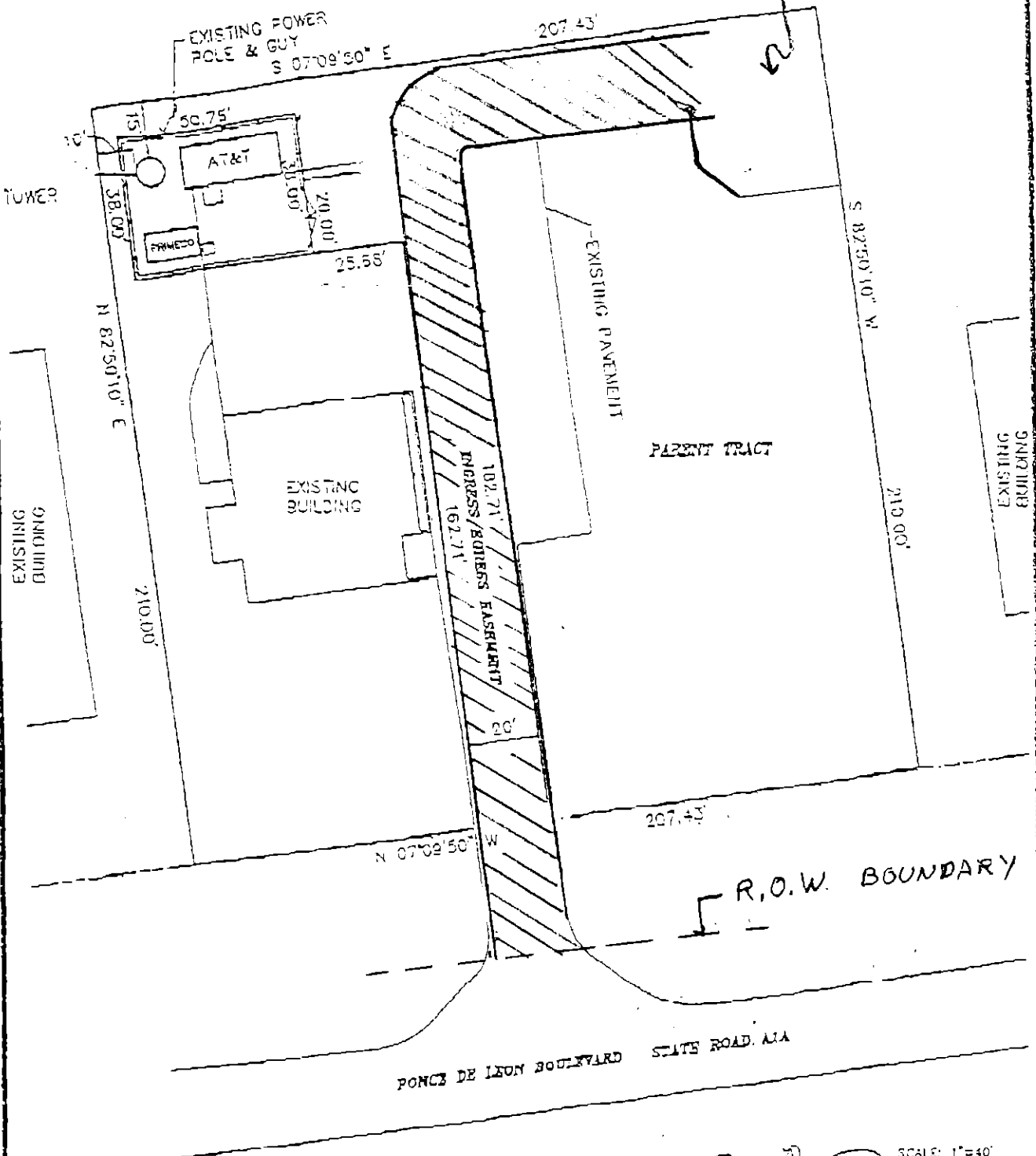
1/16" = 1'-0" 1 ARCHITECTURAL SITE PLAN



Handwritten signature or initials.

EXHIBIT B

PREMISES



GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING

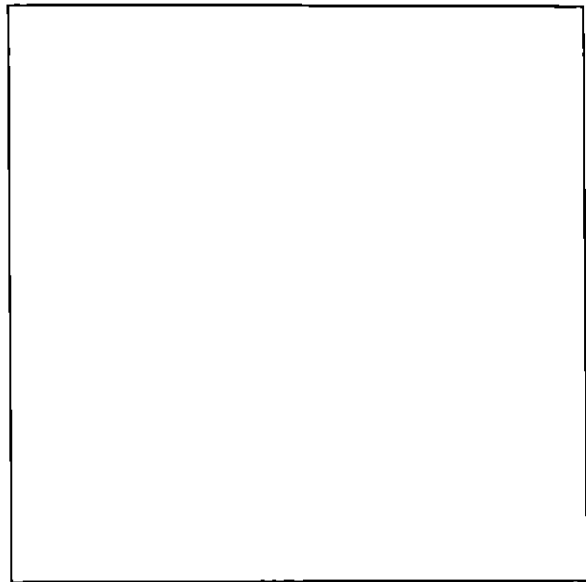
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DATE: 1-5-98 DRAWING: 03124EX.DWG

EXHIBIT C

A PART OF THE CHRISTINA HILL GRANT, SECTION 70, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF T.P.C. BOULEVARD, AS PLATTED BY WATER OAK, AS RECORDED IN MAP BOOK 14, PAGES 51, 52, 53 AND 54 OF THE PUBLIC RECORDS OF SAID COUNTY, WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, AS NOW ESTABLISHED AS A 200 FOOT RIGHT-OF-WAY; THENCE SOUTH 00 DEGREES 40 MINUTES 10 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 863.72 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 07 DEGREES 09 MINUTES 54 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF A-1-A AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE OLD PALM VALLEY ROAD, COUNTY ROAD NO. 210, AS THE SAME AS NOW ESTABLISHED AS A 66 FOOT RIGHT-OF-WAY, A DISTANCE OF 1902.25 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1493.46 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH 12 DEGREES 27 MINUTES 24 SECONDS WEST AND A CHORD DISTANCE OF 275.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 17 DEGREES 44 MINUTES 53 SECONDS WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THE OLD PALM VALLEY ROAD, A DISTANCE OF 831.05 FEET; THENCE NORTH 72 DEGREES 15 MINUTES 07 SECONDS WEST, DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE OF OLD PALM VALLEY ROAD, 78.97 FEET; THENCE NORTH 17 DEGREES 31 MINUTES 38 SECONDS EAST, 72.09 FEET; THENCE NORTH 29 DEGREES 47 MINUTES 50 SECONDS WEST, 24.65 FEET; THENCE NORTH 72 DEGREES 25 MINUTES 12 SECONDS WEST, 91.05 FEET; THENCE SOUTH 17 DEGREES 34 MINUTES 48 SECONDS WEST, 7.85 FEET; THENCE SOUTH 72 DEGREES 24 MINUTES 45 SECONDS EAST, 5.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 17 DEGREES 35 MINUTES 15 SECONDS WEST, 15.00 FEET; THENCE NORTH 72 DEGREES 24 MINUTES 45 SECONDS WEST, 5.50 FEET; THENCE SOUTH 17 DEGREES 35 MINUTES 15 SECONDS WEST, 32.20 FEET; THENCE NORTH 72 DEGREES 24 MINUTES 45 SECONDS WEST, 23.01 FEET; THENCE NORTH 12 DEGREES 24 MINUTES 45 SECONDS WEST, 44.99 FEET; THENCE NORTH 17 DEGREES 35 MINUTES 15 SECONDS EAST, 8.24 FEET; THENCE SOUTH 72 DEGREES 24 MINUTES 45 SECONDS EAST, 51.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1791.96 SQUARE FEET MORE OR LESS.



THIS INSTRUMENT PREPARE BY:
George M. McClure, Esquire
Rogers, Towers, Bailey, Jones & Gay, P.A.
P.O. Box 3504
St. Augustine, FL 32085-3504

MEMORANDUM OF LEASE

This Memorandum of Lease is being recorded to summarize the provisions of that certain Site Lease ("Lease") dated _____, 1998, by and between A&S LAND DEVELOPMENT COMPANY, a Florida corporation, whose address is _____ (the "Landlord") and ST. JOHNS COUNTY, FLORIDA a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32095.

1. **SITE**. Landlord is the owner of a certain parcel of real property located at 931 A1A North, Ponte Vedra Beach, Florida 32082 which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"). The Landlord has leased to the Tenant that portion of the Property graphically depicted on Exhibit "B" attached hereto and incorporated herein by reference (the "Site").

2. **TERM**. The term of the Lease shall be for a fifteen (15) year period commencing on September 1, 1998 ("Commencement Date") and expiring on August 31, 2013 ("Expiration Date"), subject to prior termination or extension provisions contained in the Lease.

A. **EXTENSION OPTIONS**. Pursuant to the Lease, Tenant has the right, at Tenant's option, to extend the Lease for seven additional periods of five years each. Tenant shall have no other options to extend the Lease term.

B. **INTERPRETATION**. This Memorandum is not a complete summary of the Lease. Provisions in this Memorandum shall not be used in interpreting the provisions of the Lease. In the event of



a conflict between this Memorandum and the Lease, the Lease shall control.

C. NOTICES. All notices or requests for information regarding the Lease should be sent to the Landlord and the Tenant at the addresses provided above.

IN WITNESS WHEREOF, Landlord and Tenant, have executed this Memorandum of Lease as of the day and year first above written.

Signed, sealed and delivered in the presence of:

"TENANT"

ST. JOHNS COUNTY

Name:

By: _____

Name: _____

Title: _____

Address: _____

Name:

"LANDLORD"

A&S LAND DEVELOPMENT COMPANY,
a Florida corporation

Name:

By: _____

Its _____

Name:

GENERAL RELEASE
IN FULL SETTLEMENT OF ALL CLAIMS

IN CONSIDERATION of the execution hereof and fulfillment by St. Johns County, Florida ("County") of its obligations as set forth in the body of Resolution 98-_____ to A&S Land Development Company, a Florida corporation ("A&S") the parties agree to the following:

1. A&S does hereby release and forever discharge St. Johns County and its successors from any and all actions, causes of action, attorneys' fees, claims and demands for, upon or by reason of any damage, loss or injury which heretofore have been or which hereafter may be sustained by A&S resulting from or arising out of the review, processing, handling and/or denial of Minor Modification #R-PSD-97-160.

2. This release extends and applies to and also covers and includes all unknown, unforeseen, unanticipated and unsuspected injuries, damage, loss and liability and the unanticipated and unsuspected injuries, damage, loss and liability whatsoever by A&S on account of County's action or inaction and the consequences thereof as well as those now disclosed and known to exist, including without limitation, any statutory claims which may now have accrued or hereafter accrue from the beginning of the world to this day.

3. A&S warrants to County that it has authority to execute this General Release.

4. It is agreed and understood that neither the performance of the obligations described above nor the resolution of any claims described above are an admission of liability by County. A&S agrees that it will be responsible for its own attorneys' fees and costs.

5. This release is freely and voluntarily executed by A&S after having been apprised of all relevant information and data furnished by advisors, consultants, and attorneys. A&S, in executing this release, does not rely on any inducements, promises, or representations, other than those contained in this general release, made by County. Further, no promise, inducement, or agreement not set forth herein has been made to A&S.

IN WITNESS WHEREOF, A&S has hereunto set its hand and seal the _____ day of _____, 1998.

Witnessed:

A&S LAND DEVELOPMENT COMPANY
a Florida corporation

By: _____
Its: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of August, 1998, by _____, the _____ of A&S LAND DEVELOPMENT COMPANY, a Florida corporation, on behalf of the corporation. _____ is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Name: _____

My Commission Expires: _____
My Commission Number is: _____

lb\as\release



STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of August, 1998, by _____, the _____ of ST. JOHNS COUNTY, a political subdivision of the State of Florida, on behalf of said ST. JOHNS COUNTY. _____ is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Name: _____

My Commission Expires: _____
My Commission Number is: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of August, 1998, by _____, the _____ of A&S LAND DEVELOPMENT COMPANY, a Florida corporation, on behalf of the corporation. _____ is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Name: _____

My Commission Expires: _____
My Commission Number is: _____

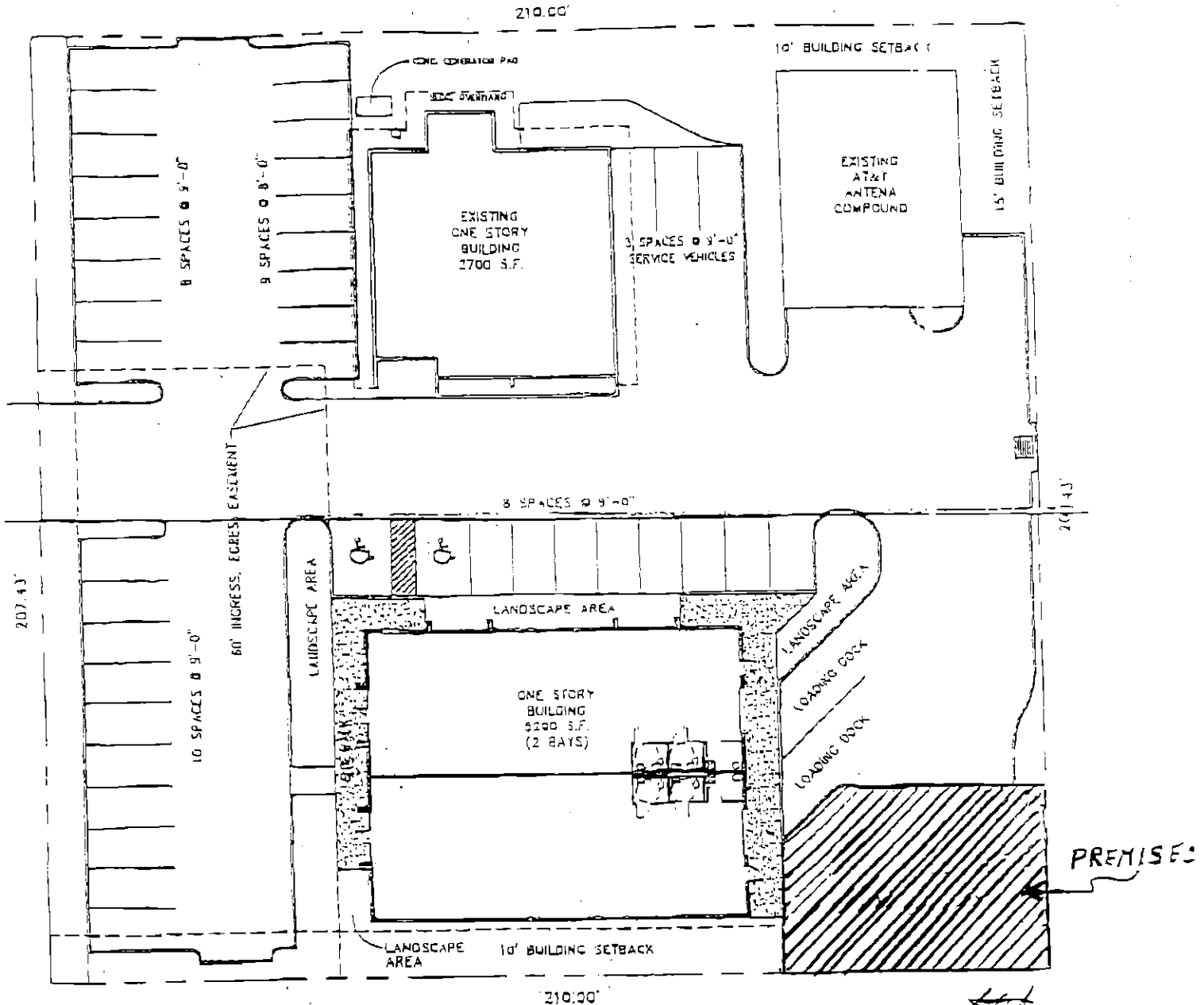
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EXHIBIT "A"

TO MEMORANDUM OF LEASE

A part of Section 3, Township 4 South, Range 29 East, St. Johns County, Florida being more particularly described as follows: Commence at the intersection of the easterly right-of-way line of Ponce de Leon Boulevard (State Road AIA, a 200 foot right-of-way as now established) with the northerly right-of-way line of Sawgrass Drive West, a 100 foot right-of-way as now established, as shown on the map of Sawgrass Unit One, as recorded in Map Book 12, Pages 3 through 18, inclusive of the public records of said county; thence South $07^{\circ} 09' 50''$ East along the easterly right-of-way line of said Ponce de Leon Boulevard, State Road AIA, 1302.57 feet to the Point of Beginning; thence continue South $07^{\circ} 09' 50''$ East, along said easterly right-of-way line, 207.43 feet; thence North $82^{\circ} 50' 10''$ East, 210 feet; thence North $07^{\circ} 09' 50''$ West, 207.43 feet; thence South $82^{\circ} 50' 10''$ West, 210 feet to the Point of Beginning.

EXHIBIT B



931 AIA North

