

PREPARED BY AND RETURN TO:
Christopher J. McCranie, Esquire
Nelson Mullins Riley & Scarborough, LLP
50 N. Laura Street, Suite 2850
Jacksonville, Florida 32202

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
BETWEEN
WOODBRIER PROPERTY, LLC AND
NASSAU COUNTY**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT is dated May 11, 2015 (the "Second Amendment"), by and between WOODBRIER PROPERTY, LLC, a Florida limited liability company ("Woodbrier"), and the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida ("County").

Recitals:

A. Whereas, Liberty Development Florida, LLC, a dissolved Florida limited liability company ("Liberty"), and the County entered into that certain Development Agreement dated April 14, 2003 as recorded at Book 1133, Pages 17-23, as amended by that certain First Amendment to Development Agreement recorded at Book 1679, page 1307, all in the Official Records of Nassau County, Florida (as amended, the "Agreement"), which provided for the responsibilities of the parties as set forth therein as related to real property located in Nassau County, Florida (the "Property") described in such Agreement.

B. Whereas, Woodbrier is now the fee simple owner of a portion of the Property identified in the attached Exhibit A (the "Release Parcel") and is, therefore, the successor in interest to Liberty under the Agreement as related to the Release Parcel.

C. Whereas, the Release Parcel was not intended to be included as a portion of the Property under the Agreement and remains undeveloped.

D. Whereas, Woodbrier and the County desire to amend the Agreement as set forth herein to release and remove the Release Parcel from the obligations and liabilities of the Agreement, and Woodbrier and the County have agreed to enter into this Second Amendment in order to so remove and release the Release Parcel from the Agreement.

NOW, THEREFORE, FOR and IN CONSIDERATION of good and valuable mutual

consideration the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals and representations set forth in the foregoing paragraphs are material to this Second Amendment and are hereby incorporated into and made a part of this Second Amendment as though they were fully set forth in this paragraph.

2. The County has determined, at two duly advertised public hearings, that the Release Parcel was not intended to be included in, or encumbered by, the Agreement, the Release Parcel remains undeveloped, and the Release Parcel should be released and removed from the Agreement and any obligations or liabilities related thereto.

3. The County hereby approves the release and removal of the Release Parcel from the Agreement and the description of the Property.

4. The description of the Property is hereby amended and modified to delete, remove and otherwise except the Release Parcel from the Property, and the Agreement shall have no further force or effect as related to the Release Parcel. The description of the Property in the Agreement shall otherwise remain unchanged except as expressly provided in this Second Amendment.

5. The Second Amendment shall be recorded within thirty (30) days of the joint execution of the Second Amendment. The recordation expense shall be a requirement of Woodbrier. Copies shall be provided to Nassau County and Woodbrier.

6. The development of all parcels subject to the Agreement as amended hereby shall proceed in accordance with the applicable regulations in effect at the time of development.

7. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

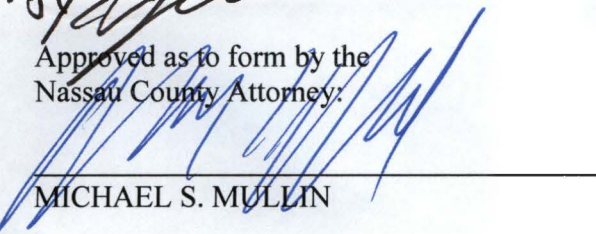


PAT EDWARDS
Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLIN

MES
05-13-15

STATE OF FLORIDA)
COUNTY OF Nassau)

The foregoing instrument was acknowledged before me this 11th day of May, 2015 by Pat Edwards, as Chairman of the Board of County Commissioners, Nassau County, Florida, a political subdivision of the State of Florida, who is personally known to me or who has produced _____, as identification.

[SEAL]

Laura A. Marcin
Print Name: Laura A. Marcin
Notary Public, State of Florida
Commission No.: FF 200575
My Commission Expires: 02/17/2019

LAURA A. MARCIN
Notary Public, State of Florida
My Comm. Expires February 17, 2019
Commission No. FF 200575

Signed, Sealed and Delivered
in the Presence of:

WOODBRIER PROPERTY, LLC
a Florida limited liability company

[Signature]
Witness: JOHN W. NICHOLS

[Signature]

Name: Brent White
Title: Manager

[Signature]
Witness: ESTHER NICHOLS

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me this 22 day of May, 2015 by Brent White, as manager of Woodbrier Property, LLC, a limited liability company, on behalf of the company, who is personally known to me or who has produced _____, as identification.

[SEAL]



[Signature]
Print Name: Rebecca Kelley
Notary Public, State of Florida
Commission No.: EE 176453
My Commission Expires: 6/28/16

EXHIBIT A

Release Parcel

A PORTION OF SECTION 40 (WILLIAM BERRIE GRANT) AND A PORTION OF SECTION 41 (D. FERNANDEZ GRANT), TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SECTION 42 (A. TUCKER GRANT), TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; THENCE SOUTH 85 DEGREES 47 MINUTES 37 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 42 (A. TUCKER GRANT), A DISTANCE OF 607.85 FEET; THENCE NORTH 04 DEGREES 38 MINUTES 54 SECONDS WEST, A DISTANCE OF 3138.33 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE NORTH 04 DEGREES 38 MINUTES 54 SECONDS WEST, A DISTANCE OF 524.58 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WOODBRIDGE PARKWAY (AN 80.00 FOOT RIGHT-OF-WAY); THENCE SOUTH 85 DEGREES 20 MINUTES 28 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 532.13 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEASTERLY, HAVING A RADIUS OF 540.00 FEET; THENCE IN A NORTHWESTERLY DIRECTION CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 55 DEGREES 30 MINUTES 06 SECONDS AN ARC DISTANCE OF 523.09 FEET TO WHERE SAID RIGHT-OF-WAY LINE INTERSECTS THE EASTERLY LINE OF NASSAU CLUB APARTMENTS; (THE AFORESAID ARC HAS A CHORD DISTANCE OF 502.88 FEET THAT BEARS NORTH 66 DEGREES 54 MINUTES 29 SECONDS WEST); THENCE SOUTH 04 DEGREES 38 MINUTES 51 SECONDS EAST ALONG THE EASTERLY LINE OF NASSAU CLUB APARTMENTS, A DISTANCE OF 758.55 FEET TO THE SOUTHEASTERLY CORNER OF SAID NASSAU CLUB APARTMENTS; THENCE NORTH 85 DEGREES 21 SECONDS 06 MINUTES EAST, A DISTANCE OF 977.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.48 ACRES MORE OR LESS.