

Prepared by and return to:

M. Scott Thomas, Esq.
Rogers Towers, P.A.
818 A1A North, Suite 208
Ponte Vedra Beach, Florida 32082

MEMORANDUM OF AGREEMENT – RED DIRT RIDGE

THIS MEMORANDUM OF AGREEMENT (“Memorandum”) is made and entered into as of the 22nd day of May, 2017, by and among RED DIRT RIDGE, LLC, a Florida limited liability company (“RED DIRT RIDGE”) and NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida (the “COUNTY”).

WITNESSETH:

WHEREAS, RED DIRT RIDGE and the COUNTY have entered into that certain Mediated Settlement Agreement having an Effective Date of May 22, 2017 (the “Red Dirt Ridge Agreement”) evidencing their agreement as to the rights and obligations relating to certain real property RED DIRT RIDGE owns or previously owned in and around Red Dirt Ridge Trail in Callahan, Nassau County, Florida, said real property being more particularly described on Exhibit “A” attached hereto and made a part hereof (the “Red Dirt Ridge Property”), as more particularly set forth in the Red Dirt Ridge Agreement;

WHEREAS, the Red Dirt Ridge Agreement addresses certain obligations of RED DIRT RIDGE;
and

WHEREAS, RED DIRT RIDGE and the COUNTY desire to enter into this Memorandum to reflect of record the existence of the Red Dirt Ridge Agreement and certain of its terms and conditions.

NOW, THEREFORE, for the exchange of consideration as set forth in the Red Dirt Ridge Agreement, the receipt and sufficiency of which are hereby acknowledged, RED DIRT RIDGE and the COUNTY, intending to be legally bound, hereby set forth the following information with respect to the Red Dirt Ridge Agreement and acknowledge that the Red Dirt Ridge Agreement provides, inter alia, as follows:

1. Private Roads. Ingress and egress for the Red Dirt Ridge Property is provided through Red Dirt Ridge Trail, Catfish Creek Lane and Mustang Lane, f/k/a Ford Flynn Road (the “Private Roads”) which are each private roads and easements neither created nor approved by the COUNTY.

2. Private Road Maintenance.

(a) The COUNTY does not nor will not have any obligation to improve or maintain the Private Roads and consistent herewith cannot guarantee the delivery of police, fire and rescue services to the properties that utilize the Private Roads for access. In addition, the County is not responsible for drainage of the Private Roads.

(b) The maintenance and improvement of the private roads is the exclusive obligation of the owners whose properties are accessed by the Private Roads.

3. Purpose. This Memorandum is prepared for the purpose of recordation only, and it in no way modifies the provisions of the Red Dirt Ridge Agreement. In the event of any inconsistency between the provisions of this Memorandum and the Red Dirt Ridge Agreement, the provisions of the Red Dirt Ridge Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal as of the day and year first above written.

Witnesses:
[Signature]
Name: Gretchen Nighbert
[Signature]
Name: Danelle Word

RED DIRT RIDGE, LLC
[Signature]
as Manager

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 19th day of July, 2017, by Shari Graham, as Manager of RED DIRT RIDGE, LLC. Sge is personally known to me or who has produced a driver's license as identification.



Roger A. Bridge
State of Florida
My Commission Expires 07/24/2019
Commission No. FF 233003

[Signature]
Notary Public, State of Florida
Name: ROGER A BRIDGE
My Commission Expires _____
My Commission Number is: _____

Witnesses:

Name: _____

Name: _____

NASSAU COUNTY, FLORIDA
By: _____
Name: SHANEA D. JONES, County Manager

(b) The maintenance and improvement of the private roads is the exclusive obligation of the owners whose properties are accessed by the Private Roads.

3. Purpose. This Memorandum is prepared for the purpose of recordation only, and it in no way modifies the provisions of the Red Dirt Ridge Agreement. In the event of any inconsistency between the provisions of this Memorandum and the Red Dirt Ridge Agreement, the provisions of the Red Dirt Ridge Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal as of the day and year first above written.

Witnesses: RED DIRT RIDGE, LLC

Name: _____ as Manager

Name: _____

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as Manager of RED DIRT RIDGE, LLC. He/she is personally known to me or who has produced a driver's license as identification.

Notary Public, State of Florida
Name: _____
My Commission Expires _____
My Commission Number is: _____

Witnesses: NASSAU COUNTY, FLORIDA

Name: Joyce T. Bradley

Name: Renee Christensen

Name: Renee Christensen
By: _____
Name: SHANEA D. JONES, County Manager

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 7th day of July, 2017,
by Ted Selby, County Manager, NASSAU COUNTY, FLORIDA on behalf of the County. She is (*select*
one) personally known to me or who has produced a driver's license as identification.

Joyce T. Bradley
Notary Public, State of Florida
Name: Joyce T. Bradley
My Commission Expires December 23, 2017
My Commission Number is: FF75458



JOYCE T. BRADLEY
Notary Public, State of Florida
My Comm. Expires Dec. 23, 2017
Commission No. FF 75458

EXHIBIT A

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 25 EAST, THE SOUTHWEST 1/4 AND THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 25 EAST, THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 28 LYING NORTH OF BOGGY CREEK AND THE NORTHWEST 1/4 OF SAID SECTION 28 EXCEPT THE NORTHEAST 1/4 THEREOF SECTION 28, TOWNSHIP 3 NORTH, RANGE 25 EAST AND EAST 1/2 OF THE EAST 1/2 LYING NORTH OF BOGGY CREEK, SECTION 29, TOWNSHIP 3 NORTH, RANGE 25 EAST, ALL BEING IN NASSAU COUNTY, FLORIDA AND CONTAINING 740.00 MORE OR LESS ACRES.

TOGETHER WITH A 60.00 FOOT EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE WESTERLY 60.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 25 EAST, LYING SOUTH OF BOGGY CREEK AND THE WESTERLY 60.00 FEET OF SECTION 33, TOWNSHIP 3 NORTH, RANGE 25 EAST LYING NORTH OF SAULS ROAD.