

POST-CLOSING AGREEMENT

This Post-Closing Agreement (the "**Agreement**") is made and entered into as of May 10, 2018 by an between THE COMMERCIAL RANGE AT AMELIA LLC, a Florida limited liability company ("**Range**"), and NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida ("**County**"). This Agreement may refer to Range or County individually as a "**Party**" or may refer to Range and County collectively as the "**Parties.**"

WHEREAS, Range and County entered into that certain Agreement for Exchange of Real Property with an effective date of October 12, 2015, a copy of which is attached hereto as Exhibit "A" (the "**Exchange Agreement**");

WHEREAS, the Parties agree that each will undertake and complete certain obligation after closing takes place under the Exchange Agreement (the "**Post-Closing Obligations**"); and

WHEREAS, the Parties desire to enter into this Agreement to set forth their respective rights, obligations and duties with respect to the Post-Closing Obligations.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein as fully as if set forth below.

2. **General.** All capitalized terms in this Agreement shall have the same meanings as set forth in the Exchange Agreement, except as otherwise noted herein.

3. **Post-Closing Obligations.** The Parties agree to fulfill the following Post-Closing Obligations.

a. **Relocation of Recycling Facility & Removal/Disposal of Hurricane Debris.**

- i. **Recycling Facility: Choice of Location.** Range agrees to move the recycling facility currently located on the County Property to an area selected and provided by the County (the "Recycling Facility Property"); provided that County shall select and make the Recycling Facility Property available for such relocation within four (4) months of Closing (the "Relocation Period"). In the event the County decides to move the Recycling Facility to a location within the jurisdiction of



First American Title™

Owner's Policy of Title Insurance
(with Florida modifications)

ISSUED BY

First American Title Insurance Company

Owner's Policy

POLICY NUMBER

5011412-0560369e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

For Reference:

File #: FA18-16/ 86200 Gene Lasserre Blvd

Issued By:

Rogers, Towers PA
960185 Gateway Blvd., Suite 203
Amelia Island, FL 32034

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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First American

Schedule A

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011412-0560369e

Name and Address of Title Insurance Company:

FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

Customer Reference Number: FA18-16 (C2960/67681)

First American File Number: 2080-4005209

Address Reference: 86200 Gene Lasserre, Yulee, FL 32097

Amount of Insurance: \$2,600,000.00

Premium: \$Promulgated

Date of Policy: May 21, 2018 at 9:03 A.M.

1. Name of Insured:

Nassau County Board of County Commissioners, a body politic within the State of Florida

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

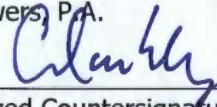
Nassau County Board of County Commissioners, a body politic within the State of Florida

4. The Land referred to in this policy is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Rogers Towers, P.A.

By: _____


Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)



First American

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011412-0560369e

Exhibit A

Agent File Number: FA18-16 (C2960/67681)

FAST File Number: 2080-4005209

The land referred to herein below is situated in the County of NASSAU, State of FL, and described as follows:

PARCEL A:

A PARCEL OF LAND SITUATE IN THE JOHN LOWE (MILL GRANT), SECTION 37, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, ALSO KNOWN AS BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1549, PAGE 1574, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF GENE LASSERRE BOULEVARD (A 125 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND IN USE) AND THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200/A-1-A (A VARIABLE WIDTH RIGHT-OF-WAY AS ESTABLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, SECTION NO. 74060-2503), SAID POINT BEING AT RIGHT-OF-WAY STATION 301+46.73 AS SHOWN ON RIGHT-OF-WAY MAP FOR SAID STATE ROAD NO. 200/A-1-A, AS ESTABLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, SECTION NO. 74060-2503; THENCE NORTH 05 DEGREES 15 MINUTES 01 SECONDS EAST, ALONG THE CENTERLINE OF SAID GENE LASSERRE BOULEVARD, A DISTANCE OF 202.24 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 711.05 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID CENTERLINE OF GENE LASSERRE BOULEVARD, THROUGH A CENTRAL ANGLE OF 23 DEGREES 25 MINUTES 28 SECONDS, AN ARC DISTANCE OF 290.70 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 06 DEGREES 27 MINUTES 43 SECONDS WEST A DISTANCE OF 288.68 FEET; THENCE NORTH 18 DEGREES 10 MINUTES 26 SECONDS WEST, CONTINUING ALONG SAID CENTERLINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 449.15 FEET; THENCE NORTH 71 DEGREES 49 MINUTES 34 SECONDS EAST A DISTANCE OF 62.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 82 DEGREES 08 MINUTES 36 SECONDS EAST, ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1183, PAGE 1215, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 1,176.89 FEET; THENCE NORTH 07 DEGREES 59 MINUTES 12 SECONDS EAST, ALONG THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1549, PAGE 1574, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 529.02 FEET; THENCE ALONG THE SOUTHERLY PERIMETER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1594, PAGE 453, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THE FOLLOWING TWO COURSES: (1) NORTH 82 DEGREES 11 MINUTES 07 SECONDS WEST A DISTANCE OF 654.89 FEET; (2) SOUTH 84 DEGREES 07 MINUTES 07 SECONDS WEST A DISTANCE OF 718.55 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF SAID GENE LASSERRE BOULEVARD; THENCE SOUTH 18 DEGREES 10 MINUTES 26 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 398.30 FEET TO THE POINT OF BEGINNING.

ALSO:

PARCEL B:

SOUTH ADDITIONAL RIGHT-OF-WAY

A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 37, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, ALSO KNOWN AS BEING A PORTION OF TRACT "I", "SHOPPES AT AMELIA CONCOURSE", RECORDED IN PLAT BOOK 7, PAGES 128-132, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF COURTNEY ISLES WAY (A 50.00 FOOT RIGHT-OF-WAY) AS SHOWN ON SAID PLAT OF "SHOPPES AT AMELIA CONCOURSE", WITH THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1549, PAGE 1574, OF THE PUBLIC RECORDS OF NASSAU COUNTY,

FLORIDA; THENCE SOUTH 07 DEGREES 59 MINUTES 12 SECONDS WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 20.27 FEET; THENCE SOUTH 72 DEGREES 39 MINUTES 11 SECONDS EAST, ALONG A LINE 20 FEET SOUTHERLY OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID COURTNEY ISLES WAY, A DISTANCE OF 336.81 FEET TO INTERSECT THE WESTERLY EDGE OF PAVEMENT OF COURTNEY ISLES WAY; THENCE NORTH 19 DEGREES 09 MINUTES 43 SECONDS EAST, ALONG SAID WESTERLY EDGE OF PAVEMENT, A DISTANCE OF 20.01 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF COURTNEY ISLES WAY (A 6000 FOOT RIGHT-OF-WAY) AS SHOWN ON THE PLAT OF "SHOPPES AT AMELIA CONCOURSE", RECORDED IN PLAT BOOK 7, PAGES 128-132, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 72 DEGREES 39 MINUTES 11 SECONDS WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 340.74 FEET TO THE POINT OF BEGINNING.

ALSO:

PARCEL C:

NORTH ADDITIONAL RIGHT-OF-WAY

A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 37, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, AND A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 51, TOWNSHIP 3 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, ALSO KNOWN AS BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1196, PAGE 1796, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING BOUNDED AS FOLLOWS:

ON THE SOUTH:

BY THE NORTHERLY RIGHT-OF-WAY LINE OF COURTNEY ISLES WAY (A 60.00 FOOT RIGHT-OF-WAY) AS SHOWN ON THE PLAT OF "SHOPPES AT AMELIA CONCOURSE", RECORDED IN PLAT BOOK 7, PAGES 128-132, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

ON THE WEST:

BY THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1549, PAGE 1574, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

ON THE NORTH:

BY A LINE 20 FEET NORTHERLY OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY RIGHT-OF-WAY LINE OF COURTNEY ISLES WAY (A 60.00 FOOT RIGHT-OF-WAY) AS SHOWN ON THE PLAT OF "SHOPPES AT AMELIA CONCOURSE", RECORDED IN PLAT BOOK 7, PAGES 128-132, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

ON THE EAST:

BY THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1440, PAGE 1365, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.



First American

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011412-0560369e

Schedule B

Customer Reference Number: FA18-16 (C2960/67681)
First American File Number: 2080-4005209

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
2. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
3. Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable, and taxes and assessments levied and/or assessed subsequent to the date hereof.

As To Parcel A:

4. Easement recorded in Book 739, page 1275.
5. Terms, Conditions and Restrictions contained in Deed recorded in Book 1486, page 1411.
6. Allocation of Development Rights and Trips as set forth in instrument recorded in Book 1549, page 1582 .
7. Terms and Provisions of an Agreement for Exchange of Real Property as recorded in Official Records Book 2010, Page 32
8. Recorded Notice of Environmental Resource Permit as recorded in Official Records Book 2080, Page 1466
9. Easement to Florida Power and Light Company as recorded in Official Records Book 2135, Page 718
10. Recorded Notice of Environmental Resource Permit as recorded in Official Records Book 2144, Page 1889

As To Parcel B

11. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of SHOPPES AT AMELIA CONCOURSE, as recorded in Plat Book 7, Pages 128 through 132; together with the Affidavit recorded in Book 1349, Page 1971.

12. Covenants, Conditions and Restrictions as recorded in Official Records Book 950, Page 96, with Release of Timber and Oil and Gas reservations as recorded in Official Records Book 1300, Page 51 and with Release of Land Use restrictions as recorded in Official Records Book 1348, Page 1517.
13. Development Agreement recorded in Book 1152, Page 1783 with Assignment of Transportation of Concurrency as recorded in Official Records Book 1468, Page 424, with Allocation of Development Rights and Trips as recorded in Official Records Book 1549, Page 1582.
14. Reciprocal Easement, Operating and Development Agreement for Shoppes at Amelia Concourse (Nassau Commerce Center) recorded in Book 1196, Page 1811, which provides for private charges and assessments; as amended in Book 1287, Page 797; Book 1326, Page 803; Book 1348, Page 1571; Book 1348, Page 1595; Book 1374, Page 705; and Book 1436, Page 1217.
15. Covenants, Conditions and Restrictions in Book 1353, Page 191.
16. Covenants, Conditions and Restrictions in Book 1368, Page 768.
17. Covenants, Conditions and Restrictions in Book 1374, Page 161.
18. Covenants, Conditions and Restrictions in Book 1376, Page 297.
19. Covenants, Conditions and Restrictions in Book 1383, Page 1894.
20. Covenants, Conditions and Restrictions in Book 1394, Page 1402; as amended in Book 1530, Page 762.
21. Covenants, Conditions and Restrictions in Book 1473, Page 1506.
22. Covenants, Conditions and Restrictions in Book 1528, Page 833.
23. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

As To Parcel C:

24. Drainage Easement in favor of the State of Florida for the use and benefit of the State Road Department of Florida as set forth in that certain instrument recorded in Deed Book 273, page 156.
25. Easement granted to Florida Power & Light Company by instrument recorded in Book 224, Page 275 .
26. Declaration of Covenants, Conditions and Restrictions contained in Book 950, page 96 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
27. Development Agreement recorded in Book 1152, page 1783.

Note: All of the recording information contained herein refers to the Public Records of NASSAU County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Agent File Number: FA18-16 (C2960/67681)
Issuing Office File Number: 2080-4005209

Note: All of the recording information contained herein refers to the Public Records of NASSAU County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive

notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may

include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made, or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642**



ATTORNEYS AT LAW

Jennifer Athavale
Professional Assistant to
Jon C. Lasserre, Esq.

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960185 Gateway Boulevard • Suite 203
Amelia Island, Florida 32034

904 . 261 . 5618 Main
904 . 396 . 0663 Fax
www.rtlaw.com



September 13, 2018

Nassau County Board of County Commissioners
Attn: Mr. Michael S. Mullin, County Attorney
96135 Nassau Place
Suite 6
Yulee, Florida 32097

**RE: Owner's Policy of Title Insurance
First American Title Insurance Policy # 5011412-0560369e
Our File No.: FA18-16 (67681)
Property Address: 86200 Gene Lasserre Blvd., Yulee, FL 32097**

Dear Mr. Mullin,

In connection with your purchase of the above-referenced property, please find enclosed your original *Owner's Policy of Title Insurance*, issued by First American Title Insurance Company, in the amount of \$2,600,000.00 with an effective date of May 21, 2018.

This document should be stored in a secure location with the other closing documents you received.

If you need assistance on any other matter or have any questions, please contact our office any time.

Sincerely,

Jennifer Athavale
Professional Assistant to Jon C. Lasserre

Encl.
Cc: Jon C. Lasserre, Esq. (w/out encl.)

the City of Fernandina Beach, the County, in its sole discretion, may elect to extend the relocation period an additional three (3) months by providing written notice to Range. In conjunction with the relocation, Range will (i) construct a concrete slab and paved driveway area for the dumpsters, (ii) relocate the dumpsters located on the County Property to the Recycling Facility Property, and (iii) construct handicap accessible walks for dumpster use on the Recycling Facility Property.

ii. **Removal/Disposal of Hurricane Debris.** Range agrees to allow the County to continue storing hurricane debris on the County Property for a period of six (6) months following the Closing in order to afford the County sufficient time to remove and/or dispose of all hurricane debris which remains on the County Property. At the conclusion of the six (6) month time period, the County agrees that all remaining debris will be removed from the site. The County further agrees that following Closing, no new debris will be brought to the County Property for storage.

b. **Obligation to Maintain Insurance.** Commencing from the date of Closing and continuing until the recycling facility is relocated to the Recycling Facility Property and all of the hurricane debris is removed from the County Property, County, at County's sole cost and expense, shall procure and maintain commercial general liability insurance coverage, naming Range as an additional insured, in the amount of \$1,000,000 and property insurance, naming Range as an additional insured, in the amount of \$1,000,000. The foregoing provisions shall not be deemed to waive any provisions of Section 768.28, Florida Statutes, as applied to the County.

4. **Default.** In the event of any default under this Agreement, the non-defaulting Party shall have any and all remedies available at law or in equity.

5. **Applicable Law and Venue.** This Agreement is to be construed and enforced according to the laws of the State of Florida. Venue shall be in Nassau County, Florida.

6. **Notices.** All notices herein required shall be in writing. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered personally or sent by express mail or courier service to the addresses set forth below:

As to County: Shanea Jones
Nassau County Manager
96135 Nassau Place, Suite 1
Yulee, Florida 32097
Fax: (904) 321-5784
Email: SJones@nassaucountyfl.com

With a copy to: Nassau County Attorney
Attn: Michael S. Mullin, Esq.
96135 Nassau Place, Suite 6
Yulee, Florida 32097
Fax: (904) 321-2658
Email: MMullin@nassaucountyfl.com

As to Range: The Commercial Range at Amelia LLC
Attn: Jack Healan, Jr.
4001 Centurion Way
Amelia Island 32034
Email: JHealan@bellsouth.net

With a copy to: Rogers Towers, P.A.
Attn: Emily Pierce, Esq.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207
Fax: 904-396-0663
Email: EPierce@rtlaw.com

Any notice or demand to be given hereunder shall be deemed sufficiently given for all purposes hereunder (1) at the time such notices or demands are hand-delivered, or (2) upon depositing any such notice or demand with any reputable overnight courier service. Any Party hereto may change its address by notice in writing to the other parties in the manner herein provided.

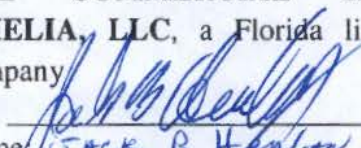
7. **Time.** Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any Party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

8. **Entire Agreement.** This Agreement contains all of the agreements, representations, and warranties of the Parties hereto and supersedes all other discussions, understandings or agreements in respect to the subject matter hereof.

IN WITNESS WHEREOF, Range and County have executed this Agreement as of the date and year first set forth above.

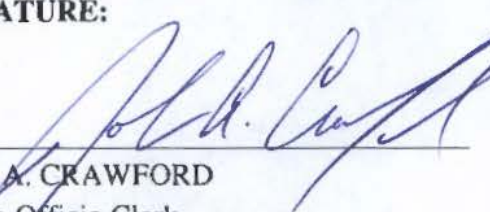
Range:

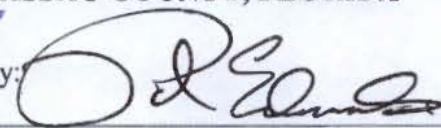
THE COMMERCIAL RANGE AT
AMELIA, LLC, a Florida limited liability
company

By: 
Name: JACK B. HENTON, JR.
Title: ATTORNEY IN FACT
FOR SAAD WALLAN
ITS: MANAGER

County:

ATTEST AS TO CHAIRMAN'S BOARD OF COUNTY COMMISSIONERS
SIGNATURE: NASSAU COUNTY, FLORIDA

By: 
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

By: 
PAT EDWARDS
Its: Chairman

Approved as to form:


By: 
MICHAEL S. MULLIN
Its: County Attorney

Exhibit "A"

Exchange Agreement

INSTR # 201530374, Book 2010, Page 32
Pages 39
Doc Type AGR, Recorded 10/21/2015 at 02:58 PM.
John A Crawford, Nassau County Clerk of Circuit Court
Rec. Fee \$333.00
#1

Contract No. CM2247

AGREEMENT FOR EXCHANGE OF REAL PROPERTY

THIS AGREEMENT FOR EXCHANGE OF REAL PROPERTY (the "Agreement") is made and entered into as of the 12th day of October, 2015 (the "Effective Date"), by and between THE COMMERCIAL RANGE AT AMELIA LLC, a Florida limited liability company ("Range"), and NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida ("County"). This Agreement may refer to Range or County individually as a "Party" or may refer to Range and County collectively as the "Parties".

WITNESSETH:

WHEREAS, Range is the owner of that certain real property located in Nassau County, Florida, more particularly described in Exhibit "A" attached hereto (the "Tradeplex Property"); and

WHEREAS, County is the owner of that certain real property located in Nassau County, Florida, more particularly described in Exhibit "B" attached hereto (the "County Property"); and

WHEREAS, Range has agreed to convey the Tradeplex Property to County in exchange for County conveying the County Property to Range.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) to each paid, and the mutual covenants and undertakings hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each intending to be legally bound hereby, do represent, warrant, covenant and agree with each other as follows:

1. Exchange of Properties. Range agrees to convey and exchange the Tradeplex Property to County in consideration of, and in exchange for, the conveyance and exchange to Range of the County Property, on the terms and conditions set forth herein.

2. Property Taxes and Assessments. The Tradeplex Property and the County Property are sometimes referred to herein individually as a "Parcel" and collectively as the "Parcels". All delinquent or outstanding real property taxes and assessments levied upon a Parcel shall be paid at Closing by the owner of such Parcel. County represents that the County Property is exempt from real property taxes and assessments. Range covenants to pay all outstanding real property taxes and assessments due on the Tradeplex Property on or before the date such taxes and assessments are due.

3. Closing Costs; Agreed Values of the Parcels. Closing costs for the Parcels (e.g., documentary stamps on the deeds, recording fees, title commitment and search fees, title premium on the title policies and cost of any endorsements, the cost for each survey) shall be paid by Range, except that each Party shall pay its own attorney's fees and the costs, if any, of curing title defects, satisfying mortgages and other liens, as to their respective Parcel. The Parties agree that the appraised value of the County Property is \$1,530,000.00 (the "County Property Value"). Range has engaged a commercial appraiser licensed under the laws of the State of Florida to prepare an appraisal of the Tradeplex Property (the "Tradeplex Property

Appraisal"). Upon receipt of the Tradeplex Property Appraisal, Range shall deliver a copy of the same to the County. The parties agree that, for purposes of this Agreement, the final value of the Tradeplex Property (the "Tradeplex Property Value") shall be the sum of (x) the appraised value of the Tradeplex Property as determined in the Tradeplex Property Appraisal, plus (y) all costs (hard and soft) incurred by Range to design, permit and construct the improvements described in Exhibit "D" attached hereto (the "Tradeplex Property Improvements"). In the event the Tradeplex Property Value is less than the County Property Value, Range shall have the option of either (i) making a cash payment to the County at Closing in the amount of the difference between the County Property Value and the Tradeplex Property Value, or (ii) terminating this Agreement, in which event this Agreement shall terminate and neither Party shall have any further rights or obligations to each other except as expressly survive such termination. The parties agree that the final values set forth above shall be used for all purposes, including determining equivalent consideration for documentary stamp taxes and title insurance. There are no brokers involved in this transaction to whom a commission or other fee is payable. Each Party shall indemnify and hold the other Party harmless from claims of any other broker, agent or claimant for a fee or commission related to this transaction arising by, through or under such indemnifying Party.

4. Title Commitment and Survey; Permitted Exceptions. Within thirty (30) days after the Effective Date, Range's counsel shall furnish to the Parties a title insurance commitment for each Parcel. The title commitments will contemplate the issuance of standard ALTA Owner's Policies of Title Insurance in an amount equal to the value established in this Agreement for each Parcel. Additionally, Range's counsel shall order updated boundary surveys of the Parcels from a licensed Florida surveyor. Each Party shall have thirty (30) days after its receipt of both the title insurance commitment and survey for the Parcel it is acquiring within which to notify the other Party in writing of any conditions defects, encroachments or other objections to title or survey, which are not acceptable to such Party, each a "Title Objection" and collectively, the "Title Objection". Any matter disclosed by such title insurance commitment (other than consensual liens removable by the payment of money, which each Party shall be obligated to cure or discharge with respect to their Parcel at or prior to Closing) or by such survey, which is not timely specified in such notice, shall be deemed a "Permitted Exception." Each Party shall use reasonable and diligent efforts to cure all Title Objections by the end of the Inspection Period (other than those that a Party has agreed in writing to cure at Closing by delivering affidavits or money to cure such Title Objection(s)). If such Title Objections are not cured by the end of the Inspection Period (other than those that a Party has agreed in writing to cure at Closing), such objecting Party may terminate this Agreement by written notice to the other Party prior to the end of the Inspection Period, upon which event this Agreement shall terminate, except for obligations that expressly survive termination. At closing, the title commitments will be "marked down" through closing subject only to the Permitted Exceptions.

5. Warranties, Representations and Covenants of the Parties. Range represents and warrants to County as to the Tradeplex Property, and County represents and warrants to Range as to the County Property, respectively, as of the Effective Date and as of Closing, as follows:

(a) Title. Such Party is the owner in fee simple of its Parcel, as the case may be, free and clear of all liens, claims and encumbrances other than the Permitted Exceptions and as otherwise set forth herein.

(b) Eminent Domain/Condemnation. No condemnation or eminent domain proceedings are now pending or threatened and such Party has received no notice from any governmental agency or authority or other potential condemnor concerning any right-of-way, utility or other taking which may affect the Parcel owned by it.

(c) Environmental Matters. To the best of its knowledge, the Parcel owned by such Party does not now contain nor has it contained any underground storage tanks, hazardous materials or landfills, except as may be disclosed to the other Party in accordance with Section 15 below. The Range shall, at its own expense, order an environmental assessment of the Tradeplex Property from a reputable environmental consultant licensed under the laws of Florida and provide such assessment to the County. In the event the Range obtains such an environmental assessment that contains any objectionable matters, the County shall have the right to terminate this Agreement by delivering written notice to the Range on or prior to the expiration of the Inspection Period.

(d) Foreign Investment and Real Property Tax Act. Neither Party is a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, or under any comparable state statutes which are applicable to this transaction. At Closing, each Party will execute and deliver to the other Party an affidavit regarding such matters.

(e) Other Agreements. There are no outstanding leases, occupancy agreements and/or rights of third parties to use or occupy any portion of the Parcels for any purposes, and each Party agrees not to grant any such rights prior to Closing. There are no outstanding rights of first refusal, first offer, options to purchase or purchase and sale agreements in favor of any third party with respect to the Parcels or any portion thereof. As of Closing, there will be no management, service, maintenance, utility or other contracts or agreements affecting the Parcels, oral or written, except those expressly approved by the Party acquiring such Parcel.

(f) Authority. Each Party has full power and authority to enter into and perform this Agreement in accordance with its terms and does not require the consent (or has obtained the consent of any third party in order to consummate the transactions contemplated hereby.

6. Time and Place of Closing. Subject to satisfaction or waiver of the conditions set forth herein, the Closing shall take place at the offices of Rogers Towers, P.A., on the date that is thirty (30) days following the satisfaction of the conditions set forth on Exhibit "D" attached hereto, by "mail-away" where each Party mails original closing documents and wires funds to the closing agent.

7. Closing Procedures. At Closing:

(a) County shall convey title to the County Property to Range or Range's nominee or assignee, by special warranty deed in the form attached hereto as Exhibit "C", free and clear of all interests, liens and encumbrances, except the Permitted Exceptions for such Parcel;

(b) Range shall convey title to the Tradeplex Property to County or County's nominee or assignee, by special warranty deed in the form attached hereto as Exhibit "C", free

and clear of all interests, liens and encumbrances, except the Permitted Exceptions for such Parcel;

(c) Each Party shall execute and deliver to the other Party a quit claim bill of sale for any personal property located on the Parcel which is being conveyed;

(d) Each Party shall execute and deliver to the other Party a general assignment of any plans, specifications, warranties, development rights, concurrency and other intangible property rights, if any, pertaining to the Parcel being conveyed;

(e) Each Party shall execute and deliver to the other Party an Owner's affidavit in form reasonably acceptable to title company to provide "GAP" coverage and to remove standard printed exceptions to title in the title policy regarding (1) unrecorded matters (except general real estate taxes not yet due and payable); (2) parties in possession; (3) mechanic's liens; and (4) no change to the Parcel since the date of the survey.

(f) Each Party shall execute and deliver to the other Party such resolutions, affidavits, certifications and other instruments reasonably requested by a Party or by the title insurance company to effectuate the transactions contemplated hereby.

8. Possession. At Closing, possession of the Tradeplex Property will be delivered to County, and possession of the County Property will be delivered to Range.

9. Default. In the event that either Party shall fail to fully and timely perform any of its obligations hereunder prior to Closing, and such failure shall continue for ten (10) days following notice thereof in writing from the non-defaulting Party, then the non-defaulting Party shall be entitled to either terminate this Agreement, or seek and pursue specific performance of this Agreement. In the event specific performance is not available as a remedy, such non-defaulting Party shall be entitled to maintain an action for damages against the defaulting Party. In connection with any litigation brought to enforce this Agreement, before or after Closing, the prevailing Party shall be entitled to its reasonable attorney's fees, costs and expenses incurred, including such fees, costs and expenses for all pre-suit legal services, all trial, post-judgment and appellate court proceedings, any arbitration, mediation, and bankruptcy court proceedings, and legal assistant time and other costs and expenses even if not taxable as court costs.

10. Assignment; Successors and Assigns. This Agreement is personal to the Parties and not assignable by either without the consent of the other.

11. Applicable Law and Venue. This Agreement is to be construed and enforced according to the laws of the State of Florida. Venue shall be in Nassau County, Florida.

12. Notices. All notices herein required shall be in writing. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered personally or sent by express mail or courier service to the addresses set forth below:

As to County: Nassau County Manager
Attn: Ted Selby
96135 Nassau Place, Suite 1
Yulee, Florida 32097
Fax: (904) 321-5784
Email: TSelby@nassaucountyfl.com

With a copy to: Nassau County Attorney
Attn: Michael S. Mullin, Esq.
96135 Nassau Place, Suite 6
Yulee, Florida 32097
Fax: (904) 321-2658
Email: MMullin@nassaucountyfl.com

As to Range: The Commercial Range at Amelia LLC
Attn: Jack Healan, Jr.
4001 Centurion Way
Amelia Island 32034
Email: JHealan@bellsouth.net

With a copy to: Rogers Towers, P.A.
Attn: Chris R. Strohmenger, Esq.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207
Fax: 904-396-0663
Email: CStrohmenger@rtlaw.com

Any notice or demand to be given hereunder shall be deemed sufficiently given for all purposes hereunder (1) at the time such notices or demands are hand-delivered, or (2) upon depositing any such notice or demand with any reputable overnight courier service. Any Party hereto may change its address by notice in writing to the other parties in the manner herein provided.

13. Time. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any Party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

14. Radon. Pursuant to Section 404.056(6) of the Florida Statutes, the Parties acknowledge that they have been advised that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.

15. Inspection Period; Property Materials. Within fifteen (15) days after the Effective Date of this Agreement, each Party shall deliver to the other copies of the following, to the extent such items are within the Party's possession and control: any development order, protective

covenants or plats affecting the Parcel, copies of all existing title insurance policies, boundary or topographical surveys, environmental reports, geotechnical reports, engineering plans, permits, approvals, licenses and any and all other applications, agreements, documents or instruments relating to the Parcel. Each Party shall have a period commencing on the Effective Date and ending ninety (90) days thereafter (the "Inspection Period") to conduct an investigation of the Parcel such Party is acquiring. During the Inspection Period, such Party shall have access to the Parcel to conduct any inspections or tests which such Party deems necessary or desirable, including but not limited to soil tests and environmental audits in order to determine if the Parcel suitable. Each inspecting Party hereby agrees to indemnify and hold the other Party harmless from any loss or liability incurred by the other Party as a result of any of such inspecting Party's actions relative to such inspections, except for the discovery of conditions not created by such inspecting Party or its agents. This indemnity shall survive the Closing or any earlier termination of this Agreement. If either Party is not satisfied, in its sole discretion, as to all factors concerning the Parcel that such Party is acquiring, such Party shall be entitled by written notice to the other, on or prior to the termination of the Inspection Period, to cancel this Agreement, and upon delivery of such notice to the other Party, this Agreement shall be deemed null and void, and each Party shall be relieved of all liabilities and obligations hereunder except for the indemnity provided pursuant to this Section 15. If neither Party has terminated this Agreement as provided herein, the right of entry and investigation granted in this Section 15 shall continue unabated, subject to restrictions imposed by the County, through Closing or until this Agreement is otherwise terminated. Each Party agrees to cooperate reasonably with the other Party with respect to any due diligence investigations, including by executing such documents as are reasonably necessary for such Party to file applications for rezoning or any other governmental approvals or permits for the Parcel they are acquiring.

16. Addendum. The terms of Exhibit "D" are incorporated herein and made a part of this Agreement.

17. Post-Closing Obligations. As additional consideration for the County entering into this Agreement, Range covenants that, following Closing:

(a) If the County Property is rezoned for residential purposes (and all appeals periods have expired with no appeal having been filed), Range shall record against the County Property a declaration of covenants and restrictions in substantially the same form attached hereto as Exhibit "E," restricting the use and development of the County Property as more particularly set forth in Exhibit "E" (the "Restrictions"). Range shall be responsible for recording the Restrictions and for providing to County a copy of such recorded Restrictions. This provision shall survive Closing; and,

(b) Upon issuance of a Certificate of Occupancy or similar permit by County for the Tradeplex Property, Range shall assign to County all contractor's and subcontractor's warranties.

18. Performance Bond. Range shall secure a Performance Bond, acceptable to County, and shall make County a dual obligee under such Bond, or shall otherwise obtain a Dual Obligee Rider to a Performance Bond, in an amount sufficient to cover the costs of construction of the Buildings and Structures as set forth in Exhibit "D." Said Bond shall be issued by a first-

tier insurance company. County agrees that the provision of the Performance Bond is in lieu of any warranty, express or implied, from Range as to the design/construction of the Buildings and Structures and that County waives, releases and holds Range harmless from any and all future claims related to the design and/or construction of the Buildings and Structures in return for the acquisition of the Performance Bond. County agrees to look solely to the Surety and/or contractors/subcontractors/suppliers for any claims related to the design and/or construction of the Buildings and Structures.

19. Entire Agreement. This Agreement contains all of the agreements, representations, and warranties of the parties hereto and supersedes all other discussions, understandings or agreements in respect to the subject matter hereof.

[The rest of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

“RANGE”

THE COMMERICAL RANGE AT AMELIA, LLC

a

B

N

T

D

“COUNTY”

NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida

By: 

Name: Pat Edwards

Title: Chairman

Date: 10-12-15

Attest as to Chairman's signature:

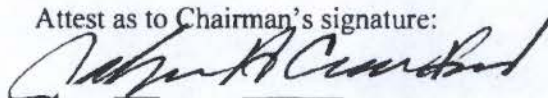

JOHN A. CRAWFORD

EXHIBIT "A"

LEGAL DESCRIPTION OF TRADEPLEX PROPERTY

A PARCEL OF LAND SITUATE IN THE JOHN LOWE (MILL GRANT), SECTION 37, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, ALSO KNOWN AS BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1549, PAGE 1574, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF GENE LASSERRE BOULEVARD (A 125 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND IN USE) AND THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200 / A-1-A (A VARIABLE WIDTH RIGHT-OF-WAY AS ESTABLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, SECTION NO. 74060-2503), SAID POINT BEING AT RIGHT-OF-WAY STATION 301+46.73 AS SHOWN ON RIGHT-OF-WAY MAP FOR SAID STATE ROAD NO. 200 / A-1-A, AS ESTABLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, SECTION NO. 74060-2503; THENCE NORTH 05°15'01" EAST, ALONG THE CENTERLINE OF SAID GENE LASSERRE BOULEVARD, A DISTANCE OF 202.24 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 711.05 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID CENTERLINE OF GENE LASSERRE BOULEVARD, THROUGH A CENTRAL ANGLE OF 23°25'28"; AN ARC DISTANCE OF 290.70 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 06°27'43" WEST A DISTANCE OF 288.68 FEET; THENCE NORTH 18°10'26" WEST, CONTINUING ALONG SAID CENTERLINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 449.15 FEET; THENCE NORTH 17°49'34" EAST A DISTANCE OF 62.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 82°08'36" EAST, ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1183, PAGE 1215, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 1,176.89 FEET; THENCE NORTH 07°59'12" EAST, ALONG THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1549, PAGE 1574, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 529.02 FEET; THENCE ALONG THE SOUTHERLY PERIMETER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1594, PAGE 453, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THE FOLLOWING TWO COURSES: (1) NORTH 82°11'07" WEST A DISTANCE OF 654.89 FEET; (2) SOUTH 84°07'07" WEST A DISTANCE OF 718.55 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF SAID GENE LASSERRE BOULEVARD; THENCE SOUTH 18°10'26" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 398.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.32 ACRES MORE OR LESS

EXHIBIT "B"

LEGAL DESCRIPTION OF COUNTY PROPERTY

LOTS 52, 65, 99 AND 100, "OCEAN BREEZE FARMS", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. LESS THEREFROM THE EASTERLY 18 FEET OF SAID LOTS 52 AND 100 FOR BAILEY ROAD RIGHT-OF-WAY, A 66 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND IN USE.

EXHIBIT "C"

FORM OF SPECIAL WARRANTY DEED

Prepared By/Record and Return To:
Chris R. Strohmenger, Esquire
Rogers Towers, P.A.
1301 Riverplace Blvd., Suite 1500
Jacksonville, FL 32207

SPECIAL WARRANTY DEED

THIS INDENTURE is made this ____ day of _____, 2015, between _____, a _____ ("Grantor"), whose address is _____, and _____, a _____ ("Grantee"), whose address is _____;

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the said Grantee, its legal representatives, successors and assigns forever, the following described land (the "Land"), situate, lying and being in the County of Nassau, State of Florida:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Property Appraiser's Parcel ID Number: _____

together with all tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the Land (collectively, the "Property"), subject to the permitted encumbrances shown on Exhibit "B" attached hereto (the "Permitted Encumbrances"):

To have and to hold the Property in fee simple forever.

Except as set forth in the Permitted Encumbrances, at the time of delivery of this deed, the Property was free from all encumbrances made by the Grantor, and the said Grantor does hereby fully warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

By: _____

Name: _____

Title: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as _____ of _____, on behalf of the _____. He/She is personally known to me or who has produced identification.

Notary Public, State of Florida

Name: _____

My Commission Expires: _____

My Commission Number is: _____

EXHIBIT "A" TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

EXHIBIT "B" TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

[To be inserted from final title commitment]

EXHIBIT "D"

TRADEPLEX PROPERTY IMPROVEMENTS

EXHIBIT "D"

The Commercial Range at Amelia, LLC (hereinafter "Range"), agrees and acknowledges, as a condition precedent to the closing related to the Agreement for Exchange of Real Property by Nassau County, Florida (hereinafter the "County"), that Range will complete all of the following tasks, to the satisfaction and approval of the County, and that such satisfaction and approval is at the sole discretion of the County:

Site Plan and Permitting

1. Range will purchase a 14.33 acre parcel of land located within the Nassau Tradeplex (hereinafter the "Tradeplex Property") which will be exchanged for the property owned by Nassau County, Florida on Bailey Road which currently serves as a County maintenance yard (hereinafter the "County Property"). A title commitment for the Tradeplex Property is attached hereto as Exhibit "1".
2. Under direction from the Nassau County Public Works Director or the County Manger, Range will split the Tradeplex Property into two parcels. One parcel will be for a future public road which will run from Courtney Isle Way to Gene Lasserre Boulevard (the "New Public Road"), and the other parcel will be for a new County maintenance yard.
3. Range will provide to the County a site plan drawn by a Florida licensed engineer that will depict the New Public Road and new County maintenance yard on the Tradeplex Property (the "Site Plan"). Range acknowledges that the Site Plan will require review and approval by the Public Works Director or the County Manager of Nassau County.
4. The Site Plan will be used to create engineering plans and specifications for construction and permitting of the Tradeplex Property.
5. The parties agree, and Range acknowledges, that the permitting process will require both Development Review Committee (DRC) and Planning and Zoning approval as required by Nassau County Land Development Code for new development.
6. Range will provide to the County signed and sealed engineering plans for the construction of the new County maintenance yard as well as the New Public Road (both Phase 1 and Phase 2, as described in Site Construction below).
7. Range will obtain all necessary federal, state and local permits for the construction of the new County maintenance yard and the New Public Road (total road, paved and unpaved), at its sole cost.
8. Range proposes to preserve 3.46 acres of high quality wetlands as shown on the map attached hereto as Exhibit "2". Range agrees to permit and mitigate only the low quality wetlands on the Tradeplex Property along with the wetlands necessary to construct the New Public Road.
9. Range will provide low impact swales, dry retention and percolation areas for storm water run-off from buildings, paved areas and driveways as required by state agencies.

Site Construction

1. Range will clear, grade and grass the acreage necessary for construction of the County maintenance yard, related storage area and New Public road.
2. Phase 1 of the New Public Road will be from Courtney Isle Way across the off-site and on-site wetlands, along the north side of the Tradeplex Property a distance of 900 feet.
3. Phase 2 of the New Public Road will be the balance of the road, a distance of approximately 800 feet.

4. Range agrees to solicit bids for the construction of the New Public Road with both a primary bid and an alternative bid. The primary bid will be for Phase 1 (the 900 feet) only and the alternative bid will be for Phase 1 and Phase 2, together, so that the County can, at its sole discretion, elect to fund the construction of Phase 2 such that the entire project would be constructed at the same time resulting in a fully paved road meeting Nassau County Road and Drainage Standards.
5. Range will construct Phase 1 of the New Public Road and it shall be paved and constructed in compliance with Nassau County Road and Drainage Standards subject to County approval.
6. Should the County elect not to fund Phase 2 of the New Public Road, Range will design, permit, clear and grass Phase 2 of the New Public Road.
7. The Tradeplex Property will, at all times, be fenced with a six foot high chain link fence with two 10 foot manual swing gates at each driveway access to the public rights-of-way, similar to that which currently exists on the County Property.
8. Range will haul all stored materials designated by the County from the County Property to the Tradeplex Property. Any remaining material will remain on the County Property and will become the responsibility of Range.
9. Range shall cause all contractors and subcontractors or any other person or entity performing any services or furnishing any materials or equipment for the construction of the improvements on the Tradeplex Property to warrant and represent all items set forth in the Buildings and Structures section below.
10. Range shall secure a Performance Bond, acceptable to County, and shall make County a dual obligee under such Bond, or shall otherwise obtain a Dual Obligee Rider to a Performance Bond, in an amount sufficient to cover the costs of construction of the Buildings and Structures as set forth below. Said Bond shall be issued by a first-tier insurance company. County agrees that the provision of the Performance Bond is in lieu of any warranty, express or implied, from Range as to the design/construction of the Buildings and Structures and that County waives, releases and holds Range harmless from any and all future claims related to the design and/or construction of the Buildings and Structures in return for the acquisition of the Performance Bond. County agrees to look solely to the Surety and/or contractors/subcontractors/suppliers for any claims related to the design and/or construction of the Buildings and Structures.

Buildings and Structures

1. Range will improve the Tradeplex Property as follows: one 50 foot by 100 foot insulated steel building with six 15 foot high overhead doors (hereinafter the "Structure"). The Structure will be designed by a licensed Florida Architect or Engineer.
2. Range agrees and acknowledges that construction of the Structure will be completed by a Florida licensed and insured contractor. County staff will perform inspections, as needed and/or required, during the construction phase, and said building will be subject to County approval.
3. The Structure will include water and sewer as specified by Nassau County Public Works Director or County Manager. The Structure will also include power feeds/electricity, telephones and telecommunications cables or wires as provided by AT&T, subject to County approval.
4. Range's contractor shall engage AT&T Resources and schedule a site visit so that a formal BICs package can be generated by AT&T. Range shall be required to meet the requirement as set forth in the BICs package. Range shall have AT&T inspect the work to ensure that the County will have a path in place for AT&T to provide the appropriate service. Range will be responsible for the costs to accomplish the work set forth.
5. The Structure will include a 50 foot by 12 foot covered work area on one end of the shop.

6. The Structure will be placed upon proper structural footings and a concrete slab strong enough to support the weight of heavy equipment i.e. dump trucks. County building inspections will ensure the thickness of the concrete slab. The telecommunications cable and/or wiring will be included in the concrete slab.
7. The Structure will include two vehicle lifts as specified by the Nassau County Public Works Director or the County Manager.
8. Range will also improve the Tradeplex Property as follows: one 30 foot by 30 foot insulated metal building to be used as an office, breakroom, and restroom (hereinafter the "Office"). Construction of the Office will include the installation of electricity, lighting, telephone connections, doors, water, sewer, air conditioning and any additional wiring necessary for the County's IT systems.
9. Range will further improve the Tradeplex Property as follows: erect a pole barn provided by the County on a concrete slab (hereinafter the "Pole Barn"). The Pole Barn will have potable water and eye wash stations as specified by the Nassau County Public Works Director or County Manager.
10. Range will further improve the Tradeplex Property as follows: Range will relocate the fueling station currently located on the County Property onto the Tradeplex Property in compliance with all current local, state and federal fuel dispensing laws and regulations (hereinafter the "Fueling Station"). The Fueling Station will have a paved area for use by vehicles during fueling operations, the size and location of which will be to the satisfaction of the Nassau County Public Works Director or County Manager.
11. Range will ensure that the Fueling Station includes the existing TV Camera system and lighting for night fueling with the ability to tie in to the AT&T network as already provided for on the County Property.
12. Range will further improve the Tradeplex Property by installing a vehicle wash pad with potable water.
13. Range will further improve the Tradeplex Property as follows: paved, accessible parking to be constructed in accordance with Nassau County Road and Drainage Standards and will provide paved aprons at all driveway connections adjacent to any and all public rights-of-way and adjacent to all buildings and structures at all doors or access points. Internal driveways and vehicle parking areas will be stabilized if required by the Nassau County Public Works Director or County Manager.
14. Range will further improve the Tradeplex Property with a ten (10) foot wide visual buffer/screen, interior to the six (6) foot fence which may consist of a mix of additional fencing, walls, plants, shrubs, trees, bushes, berms, and preserved vegetation spaced such that 85 percent opacity is achieved within two years.

Off Site Construction

1. Range will move the recycling facility currently located on the County Property to an area selected and provided by the County (hereinafter the "Recycling Facility Property"). Following selection of the Recycling Facility Property by the County, Range will construct a concrete slab and paved driveway area for dumpsters. Range will relocate the dumpsters currently located on the County Property to the Recycling Facility Property.
2. Range will also construct handicap accessible walks for dumpster use on the Recycling Facility Property.

Additional Items

1. Following completion of all of the above conditions precedent, it is the intent of the parties to close on the Agreement for Exchange of Real Property whereby the County will receive the deed to the Tradeplex Property and Range will receive the deed to the County Property.
2. It is estimated that the above conditions precedent will require approximately 18 months to complete.
3. Range will provide the County with all documentation, including invoices, bills and evidence of payment, with regard to the construction of the buildings to reflect the total cost of the construction of all of the buildings on Tradeplex Property by Range.

 First American Schedule A	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company 5011612 - 2080-3294614

Customer Reference Number: FA15-02/Tradeplex (10535; vic)
First American File Number: 2080-3294614

1. Effective Date: January 20, 2015 @ 8:00 A.M.
2. Policy or Policies to be Issued: Proposed Amount of Insurance:
 - a. Owner's Policy

ALTA Owner's Policy of Title Insurance (6-17-06) (with Florida modifications)	\$650,000.00
Proposed Insured: The Commercial Range at Amelia, LLC , a Florida limited liability company	
 - b. Loan Policy

ALTA Loan Policy of Title Insurance (6-17-06) (with Florida modifications)	\$0.00
Proposed Insured:	
 - c. \$
Proposed Insured:

Premium: \$
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
Hall Investments, Inc., a Florida corporation, f/k/a Florida Petroleum Corporation, a Florida corporation, successor by merger to FPC Tradeplex, LLC, a Florida limited liability company
5. The land referred to in this Commitment is described as follows:
See Exhibit "A" attached hereto and made a part hereof

Rogers Towers

By: _____
Authorized Countersignature for Rogers Towers

(This Schedule A valid only when Schedule B is attached.)

**First American****Exhibit A****Commitment for Title Insurance**

ISSUED BY

First American Title Insurance Company**5011612 - 2080-3294614**

Customer Reference Number: FA15-02/Tradeplex
 First American File Number: 2080-3294614

The land referred to herein below is situated in the County of NASSAU, State of Florida, and is described as follows:

THAT PORTION OF THE BELOW DESCRIBED PROPERTY LYING SOUTHERLY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1549, PAGE 1574 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 37, TOWNSHIP 2 NORTH, A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 51, TOWNSHIP 3 NORTH, A PORTION OF THE JOHN D. VAUGHN GRANT, SECTION 38, TOWNSHIP 2 NORTH, AND A PORTION OF THE JOHN D. VAUGHN GRANT, SECTION 52, TOWNSHIP 3 NORTH, ALL LYING IN RANGE 27 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF GENE LASSERRE BOULEVARD (A 125-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200/A-1-A (A VARIABLE WIDTH RIGHT OF WAY AS ESTABLISHED BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION NO. 74060-2503), SAID POINT BEING AT RIGHT OF WAY STATION 301+46.73 AS SHOWN ON SAID DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION NO. 74060-2503; THENCE NORTH 05°15'01" EAST ALONG SAID CENTERLINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 202.24 FEET TO A POINT OF CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 711.05 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°25'27" AN ARC DISTANCE OF 290.70 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 06°27'43" WEST, 288.88 FEET; THENCE NORTH 18°10'26" WEST, A DISTANCE OF 449.15 FEET; THENCE NORTH 71°49'34" EAST, DEPARTING SAID CENTERLINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 62.50 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID GENE LASSERRE BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 18°10'26" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 890.43 FEET TO THE MOST SOUTHERLY CORNER OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 1065, PAGE 1767 OF SAID NASSAU COUNTY; THENCE NORTH 32°53'57" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF GENE LASSERRE BOULEVARD, AND ALONG THE SOUTHEASTERLY LINE OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 1065, PAGE 1767, A DISTANCE OF 1485.20 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SEABOARD COASTLINE RAILROAD (A 120.80 FOOT WIDE RIGHT OF WAY); THENCE SOUTH 63°45'53" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 999.78 FEET TO A 1/2" IRON PIPE IDENTIFIED AS "RLS 2841", SAID 1/2" IRON PIPE BEING AT THE NORTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 950, PAGE 96, OF SAID PUBLIC RECORDS; THENCE SOUTH 07°51'24" WEST, ALONG THE WESTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 950, PAGE 96, A DISTANCE OF 1812.34 FEET TO A FOUND 1/2" IRON PIPE NO IDENTIFICATION, THENCE NORTH 82°08'36" WEST, A DISTANCE OF 1178.22 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE LEGAL DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY AND THE COMPANY WILL REQUIRE A NEW SURVEY WITH ADEQUATE DESCRIPTION OF SAID PARCEL, AS FURTHER REQUIRED IN SCHEDULE B - SECTION 1 OF THE HEREIN COMMITMENT.

	First American	Commitment for Title Insurance
Schedule BI	ISSUED BY	First American Title Insurance Company
		5011612 - 2080-3294614

Customer Reference Number: FA15-02/Tradeplex
 First American File Number: 2080-3294614

REQUIREMENTS

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - a. Warranty Deed conveying the land from Hall Investments, Inc., a Florida corporation, f/k/a Florida Petroleum Corporation, a Florida corporation, successor by merger to FPC Tradeplex, LLC, a Florida limited liability company, to The Commercial Range at Amelia, LLC, a Florida limited liability company.

In connection with said deed, we will further require: 1) Certified copy of a Board of Directors resolution setting forth the terms, conditions and consideration for which the corporation is authorized to convey its property. The resolution must further identify the officers authorized to execute the deed and other closing documents on behalf of the corporation; 2) Certified incumbency certificate showing the identity of the officers authorized to execute the conveyance on behalf of the corporation; 3) The corporation must have been formed prior to, the date the corporation acquired title to the land; 4) Certificate from the Secretary of State of the state of origin of said corporation's current good standing; 5) If the property constitutes all or substantially all of the corporation's assets and the sale is not in the usual and regular course of the corporation's business, the Company shall further require shareholder approval for the transaction obtained in compliance with the State's statutory requirements; and 6) The Company reserves the right to amend the commitment, including but limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.
5. Release of property described on Schedule A from Agreement Not to Encumber or Transfer Property as set forth in Instrument recorded in Book 1549, page 1590.
6. The Company will require a more adequate legal description based on a current proper survey of subject property. The Company reserves the right to make additional requirements and exceptions and/or to modify the legal description as it may deem necessary.

7. Satisfactory evidence must be furnished as to the proper organization of The Commercial Range at Amelia, LLC, a Florida limited liability company, prior to closing this transaction, together with proof as to the current status of said limited liability company in its state of origin. The Company reserves the right to make such additional requirements as it may deem necessary.
8. Note: The following is for informational purposes only and is given without assurance or guarantee: 2014 taxes show **PAID** in the gross amount of \$5688.16 for Tax Identification No. 37-2N-27-0000-0001-0000.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies Issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

**First American****Schedule BII**

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company**5011612 - 2080-3294614**

Customer Reference Number: FA15-02/Tradeplex
 First American File Number: 2080-3294614

PART II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2015 and subsequent years, which are not yet due and payable, and taxes and assessments levied and/or assessed subsequent to the date hereof.

The Standard Exception for any minerals or mineral rights leased, granted or retained by current or prior owners is hereby deleted.

9. Easement recorded in Book 739, page 1275.
10. Terms, Conditions and Restrictions contained in Deed recorded in Book 1486, page 1411.
11. Allocation of Development Rights and Types as set forth in Instrument recorded in Book 1549, page 1582.
12. Agreement Not to Encumber or Transfer Property as set forth in instrument recorded in Book 1549, page 1590 as partially released in Book 1594, page 462. Note: This exception will be deleted upon compliance with Item 5 of Schedule B-I.

Customer Reference Number: FA15-02/Tradeplex
First American File Number: 2080-3294614

Note: All of the recording information contained herein refers to the Public Records of NASSAU County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

Rogers Towers
1301 Riverplace Boulevard, Suite 1500
Jacksonville, FL 32207
Phn - (904)346-5794
Fax - (904)348-5836

01/28/2015

Re: Customer Reference Number: **FA15-02/Tradeplex**
First American File Number: **2080-3294614**

Property Address: **East Sr 200, Yulee, FL 32097**

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

An order has been placed with this company for a title insurance policy. The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on :

REFINANCE TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above-referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by this policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to the above address or fax number prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

1. Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
2. Information about your transactions with us, our affiliated companies, or others; and
3. Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies; or companies involved in real estate services, such as appraisal companies, home ownership companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/public information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. firstam.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. When possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

JAN. 31. 2008 11:41AM

T AMERICAN EXCHA

NO. 8183 P. 4

EXHIBIT "A"

PARCEL NO. 2

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 32, TOWNSHIP 2 NORTH, A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 51, TOWNSHIP 3 NORTH, A PORTION OF THE JOHN D. VAUGHN GRANT, SECTION 28, TOWNSHIP 2 NORTH, AND A PORTION OF THE JOHN D. VAUGHN GRANT, SECTION 52, TOWNSHIP 3 NORTH, ALL BEING IN RANGE 27 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF GENE LASSERE BOULEVARD (A 125-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 280/A-1-A (A VARIABLE WIDTH RIGHT OF WAY AS ESTABLISHED BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION NO. 74060-2503), SAID POINT BEING AT RIGHT OF WAY STATION 301+46.78 AS SHOWN ON SAID DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION NO. 74060-2503; THENCE NORTH 05°15'01" EAST ALONG AND CENTERLINE OF GENE LASSERE BOULEVARD, A DISTANCE OF 202.24 FEET TO A POINT OF CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 711.05 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°25'27" AN ARC DISTANCE OF 290.70 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 05°27'43" WEST, 288.88 FEET; THENCE NORTH 18°10'26" WEST, A DISTANCE OF 1339.58 FEET; THENCE NORTH 71°49'34" EAST, DEPARTING SAID CENTERLINE OF GENE LASSERE BOULEVARD, A DISTANCE OF 62.50 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID GENE LASSERE BOULEVARD, SAID POINT BEING THE MOST SOUTHERLY CORNER OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 1065, PAGE 1767 OF SAID NASSAU COUNTY, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE NORTH 32°53'57" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF GENE LASSERE BOULEVARD, AND ALONG THE SOUTHEASTERLY LINE OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 1065, PAGE 1767, A DISTANCE OF 1468.20 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SEABOARD COASTLINE RAILROAD (A 120.00 FOOT WIDE); THENCE SOUTH 83°48'59" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 459.56 FEET TO A FOUND 426" CONCRETE MONUMENT IDENTIFIED AS PLS 2448, SAID CONCRETE MONUMENT BEING THE NORTHWESTERLY CORNER OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 529, PAGE 407, SAID PARCEL 85-1(C), OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 00°10'38" WEST, ALONG THE WESTERLY LINE OF SAID LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 579, PAGE 407, PARCEL 85-1(C), A DISTANCE OF 1583.54 FEET; THENCE NORTH 02°09'56" WEST, A DISTANCE OF 1238.04 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID GENE LASSERE BOULEVARD; THENCE NORTH 18°10'26" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 500.61 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 32, TOWNSHIP 2 NORTH, A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 51, TOWNSHIP 3 NORTH, A PORTION OF THE JOHN D. VAUGHN GRANT, SECTION 28, TOWNSHIP 2 NORTH, AND A PORTION OF THE JOHN D. VAUGHN GRANT, SECTION 52, TOWNSHIP 3 NORTH, ALL BEING IN RANGE 27 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED

AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF GENE LASSERE BOULEVARD (A 125-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 280/A-3-A (A VARIABLE WIDTH RIGHT OF WAY AS ESTABLISHED BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION NO. 74060-2503), SAID POINT BEING AT RIGHT OF WAY STATION 301+46.73 AS SHOWN ON SAID DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION NO. 74060-2503; THENCE NORTH 05°15'01" EAST ALONG AND CENTERLINE OF GENE LASSERE BOULEVARD, A DISTANCE OF 202.24 FEET TO A POINT OF CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 711.05 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°25'27" AN ARC DISTANCE OF 290.70 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 05°27'43" WEST, 288.88 FEET; THENCE NORTH 18°10'26" WEST, A DISTANCE OF 445.25 FEET; THENCE NORTH 71°49'34" EAST, DEPARTING SAID CENTERLINE OF GENE LASSERE BOULEVARD, A DISTANCE OF 62.50 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID GENE LASSERE BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING.

THENCE NORTH 18°10'26" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF GENE LASSERE BOULEVARD, A DISTANCE OF 395.82 FEET; THENCE SOUTH 82°08'36" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF GENE LASSERE BOULEVARD, A DISTANCE OF 1238.04 FEET TO THE WESTERLY LINE OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 579, PAGE 407, SAID PARCEL 85-1(C), OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 00°10'38" WEST, ALONG THE WESTERLY LINE OF SAID LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 579, PAGE 407, PARCEL 85-1(C), A DISTANCE OF 353.45 FEET; THENCE NORTH 02°09'56" WEST, A DISTANCE OF 1114.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID GENE LASSERE BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING.

JAN. 31. 2008 11:42AM
PARCEL NO. 4

F W AMERICAN EXCHA

NO. 8183 P. 5

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 37, TOWNSHIP 2 NORTH, A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 51, TOWNSHIP 3 NORTH, A PORTION OF THE JOHN D. VAUGHN GRANT, SECTION 38, TOWNSHIP 2 NORTH, AND A PORTION OF THE JOHN D. VAUGHN GRANT, SECTION 52, TOWNSHIP 3 NORTH, ALL LYING IN RANGE 27 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF GENE LASSERRE BOULEVARD (A 125-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 202A-1-A (A VARIABLE WIDTH RIGHT OF WAY AS ESTABLISHED BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION NO. 74060-2500) SAID POINT BEING AT RIGHT OF WAY STATION 301+48.73 AS SHOWN ON SAID DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION NO. 74060-2500; THENCE NORTH 05°15'01" EAST ALONG SAID CENTERLINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 202.24 FEET TO A POINT OF CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 711.05 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°28'27" AN ARC DISTANCE OF 250.70 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 06°27'43" WEST, 288.68 FEET; THENCE NORTH 18°10'26" WEST, A DISTANCE OF 448.15 FEET; THENCE NORTH 71°49'34" EAST, DEPARTING SAID CENTERLINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 62.50 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID GENE LASSERRE BOULEVARD; THENCE SOUTH 82°08'36" EAST, A DISTANCE OF 1124.20 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 578, PAGE 407, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING.

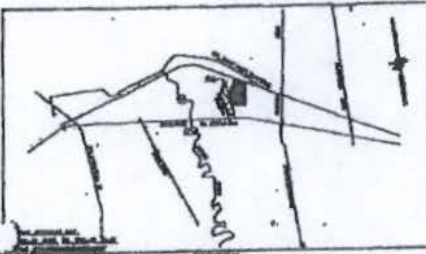
THENCE NORTH 00°10'38" EAST, ALONG SAID WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 578, PAGE 407, A DISTANCE OF 383.45 FEET; THENCE NORTH 00°10'38" EAST, ALONG SAID WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 578, PAGE 407, A DISTANCE OF 1588.64 FEET TO A 4"X9" CONCRETE MONUMENT IDENTIFIED AS BEING "PLS 2445", SAID CONCRETE MONUMENT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF

SEABOARD COASTLINE RAILROAD (A 120.00 FOOT WIDE RIGHT OF WAY); THENCE SOUTH 63°45'57" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 340.22 FEET TO A 1/2" IRON PIPE IDENTIFIED AS "PLS 2841", SAID 1/2" IRON PIPE BEING AT THE NORTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 950, PAGE 96, OF SAID PUBLIC RECORDS; THENCE SOUTH 07°51'24" WEST, ALONG THE WESTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 950, PAGE 96, A DISTANCE OF 1812.34 FEET TO A FOUND 1/2" IRON PIPE NO IDENTIFICATION, THENCE NORTH 82°08'36" WEST, A DISTANCE OF 64.02 FEET TO THE POINT OF BEGINNING.

SAID PARCELS 2, 3 AND 4 ALSO SHOWN AS THE FOLLOWING DESCRIBED OVERALL PARCEL:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 37, TOWNSHIP 2 NORTH, A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 51, TOWNSHIP 3 NORTH, A PORTION OF THE JOHN D. VAUGHN GRANT, SECTION 38, TOWNSHIP 2 NORTH, AND A PORTION OF THE JOHN D. VAUGHN GRANT, SECTION 52, TOWNSHIP 3 NORTH, ALL LYING IN RANGE 27 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF GENE LASSERRE BOULEVARD (A 125-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 202A-1-A (A VARIABLE WIDTH RIGHT OF WAY AS ESTABLISHED BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION NO. 74060-1188) SAID POINT BEING AT RIGHT OF WAY STATION 301+48.73 AS SHOWN ON SAID DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION NO. 74060-2500; THENCE NORTH 05°15'01" EAST ALONG SAID CENTERLINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 202.24 FEET TO A POINT OF CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 711.05 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°28'27" AN ARC DISTANCE OF 250.70 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 06°27'43" WEST, 288.68 FEET; THENCE NORTH 18°10'26" WEST, A DISTANCE OF 448.15 FEET; THENCE NORTH 71°49'34" EAST, DEPARTING SAID CENTERLINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 62.50 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID GENE LASSERRE BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 18°10'26" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 890.43 FEET TO THE MOST SOUTHERLY CORNER OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 1065, PAGE 1267 OF SAID NASSAU COUNTY; THENCE NORTH 82°51'57" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF GENE LASSERRE BOULEVARD, AND ALONG THE SOUTHEASTERLY LINE OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 1065, PAGE 1267, A DISTANCE OF 1465.20 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SEABOARD COASTLINE RAILROAD (A 120.00 FOOT WIDE RIGHT OF WAY); THENCE SOUTH 63°45'59" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 999.78 FEET TO A 1/2" IRON PIPE IDENTIFIED AS "PLS 2841", SAID 1/2" IRON PIPE BEING AT THE NORTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 950, PAGE 96, OF SAID PUBLIC RECORDS; THENCE SOUTH 07°51'24" WEST, ALONG THE WESTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 950, PAGE 96, A DISTANCE OF 1812.34 FEET TO A FOUND 1/2" IRON PIPE NO IDENTIFICATION, THENCE NORTH 82°08'36" WEST, A DISTANCE OF 1778.22 FEET TO THE POINT OF BEGINNING.



SECTION 05100 - ROOFING

1. SUMMARY

- A. Section Includes:
 - 1. Single Ply Membrane Roofing
 - 2. Insulation
 - 3. Deck

2. REFERENCES

- A. Manufacturer's Installation Instructions

3. MATERIALS

- A. Single Ply Membrane Roofing:
 - 1. Type: [Redacted]
- B. Insulation:
 - 1. Type: [Redacted]
- C. Deck:
 - 1. Type: [Redacted]

4. INSTALLATION

- A. Prepare Deck:
 - 1. Deck must be clean, dry, and free of debris.
 - 2. Deck must be structurally sound.
- B. Insulation:
 - 1. Install insulation in accordance with manufacturer's instructions.
 - 2. Insulation must be continuous and free of voids.
- C. Membrane:
 - 1. Membrane must be installed in accordance with manufacturer's instructions.
 - 2. Membrane must be fully adhered to the substrate.
 - 3. Membrane must be installed in a single ply.
 - 4. Membrane must be installed in a manner that allows for expansion and contraction.
 - 5. Membrane must be installed in a manner that allows for drainage.

5. FINISHES

- A. Single Ply Membrane Roofing:
 - 1. Finish: [Redacted]

6. RELATED SECTIONS

- A. Section 05110 - WALLS AND PARTITIONS
- B. Section 05120 - FLOORING
- C. Section 05130 - CEILING

7. NOTES

1. Single Ply Membrane Roofing shall be installed in accordance with the manufacturer's instructions.
2. Insulation shall be installed in accordance with the manufacturer's instructions.
3. Deck shall be structurally sound and free of debris.
4. Membrane shall be fully adhered to the substrate.
5. Membrane shall be installed in a manner that allows for expansion and contraction.
6. Membrane shall be installed in a manner that allows for drainage.
7. Single Ply Membrane Roofing shall be installed in a single ply.
8. Single Ply Membrane Roofing shall be installed in a manner that allows for expansion and contraction.
9. Single Ply Membrane Roofing shall be installed in a manner that allows for drainage.
10. Single Ply Membrane Roofing shall be installed in a manner that allows for expansion and contraction.
11. Single Ply Membrane Roofing shall be installed in a manner that allows for drainage.
12. Single Ply Membrane Roofing shall be installed in a manner that allows for expansion and contraction.
13. Single Ply Membrane Roofing shall be installed in a manner that allows for drainage.
14. Single Ply Membrane Roofing shall be installed in a manner that allows for expansion and contraction.
15. Single Ply Membrane Roofing shall be installed in a manner that allows for drainage.
16. Single Ply Membrane Roofing shall be installed in a manner that allows for expansion and contraction.
17. Single Ply Membrane Roofing shall be installed in a manner that allows for drainage.
18. Single Ply Membrane Roofing shall be installed in a manner that allows for expansion and contraction.
19. Single Ply Membrane Roofing shall be installed in a manner that allows for drainage.
20. Single Ply Membrane Roofing shall be installed in a manner that allows for expansion and contraction.

8. SIGNATURES

Contractor: _____
 Date: _____

9. APPROVALS

Inspector: _____
 Date: _____

10. NOTES

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11. NOTES

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100. NOTES

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SURVEYORS
&
LAND PLANNERS

PRIVETT & ASSOCIATES, INC.

1201 SHADOWLAWN DRIVE
ST. MARYS, GEORGIA 31558

Telephone: 812/882-3738
Fax: 812/882-2728
Email: privett@gate.net

OCTOBER 23, 2008

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE JOHN LOWE MILL GRANT, SECTION 37, TOWNSHIP 2 NORTH, AND A PORTION OF THE JOHN LOWE MILL GRANT, SECTION 51, TOWNSHIP 2 NORTH, ALL LYING IN RANGE 27 EAST, NASSAU COUNTY, FLORIDA: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF GENE LASSERRE BOULEVARD (A 125-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 200/A-1-A (A VARIABLE WIDTH RIGHT-OF-WAY AS ESTABLISHED BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION No. 74060-2503), SAID POINT BEING AT RIGHT-OF-WAY STATION 301+46.73 AS SHOWN ON SAID DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION No. 74060-2503; THENCE NORTH 05°-15'-01" EAST ALONG SAID CENTERLINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 282.24 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID CENTERLINE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 711.05 FEET, A CHORD DISTANCE OF 288.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 06°-27'-43" WEST; RUN THENCE NORTH 18°-10'-26" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 449.15 FEET TO A POINT; RUN THENCE NORTH 71°-49'-34" EAST, A DISTANCE OF 62.58 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID GENE LASSERRE BOULEVARD FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 18°-10'-26" WEST, ALONG AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 890.43 FEET TO THE SOUTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OF SUNRISE REALTY ASSOCIATES, INC. ACCORDING TO DEED RECORDED IN BOOK 1065, PAGE 1767, OFFICIAL RECORDS OF SAID COUNTY; RUN THENCE NORTH 32°-53'-57" EAST, ALONG THE SOUTHEASTERLY LINE OF LAST MENTIONED LANDS AND THE NORTHEASTERLY PROLONGATION THEREOF, A DISTANCE TO 1465.20 FEET TO THE NORTHEAST CORNER OF LANDS NOW OR FORMERLY OF WAREHOUSE COMMONS, LLC ACCORDING TO DEED RECORDED IN BOOK 1373, PAGE 1014, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SEABOARD COASTLINE RAILROAD (A 120-FOOT RIGHT-OF-WAY); RUN THENCE SOUTH 63°-45'-53" EAST, ALONG LAST MENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 999.78 FEET TO THE NORTHWEST CORNER OF LANDS NOW OR FORMERLY OF KIMCO NASSAU LLC ACCORDING TO DEED RECORDED IN BOOK 1196, PAGE 1796, OFFICIAL RECORDS OF SAID COUNTY; RUN THENCE SOUTH 07°-51'-24" WEST, ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1812.34 FEET TO THE NORTHEAST CORNER OF LANDS NOW OR FORMERLY OF JOHN FERRELL BURKETT, ACCORDING TO DEED RECORDED IN BOOK 1183, PAGE 1211, OFFICIAL RECORDS OF SAID COUNTY; RUN THENCE NORTH 82°-08'-36" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1178.22 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 60.16 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS WHICH MAY LIE WITHIN.

Exhibit 2

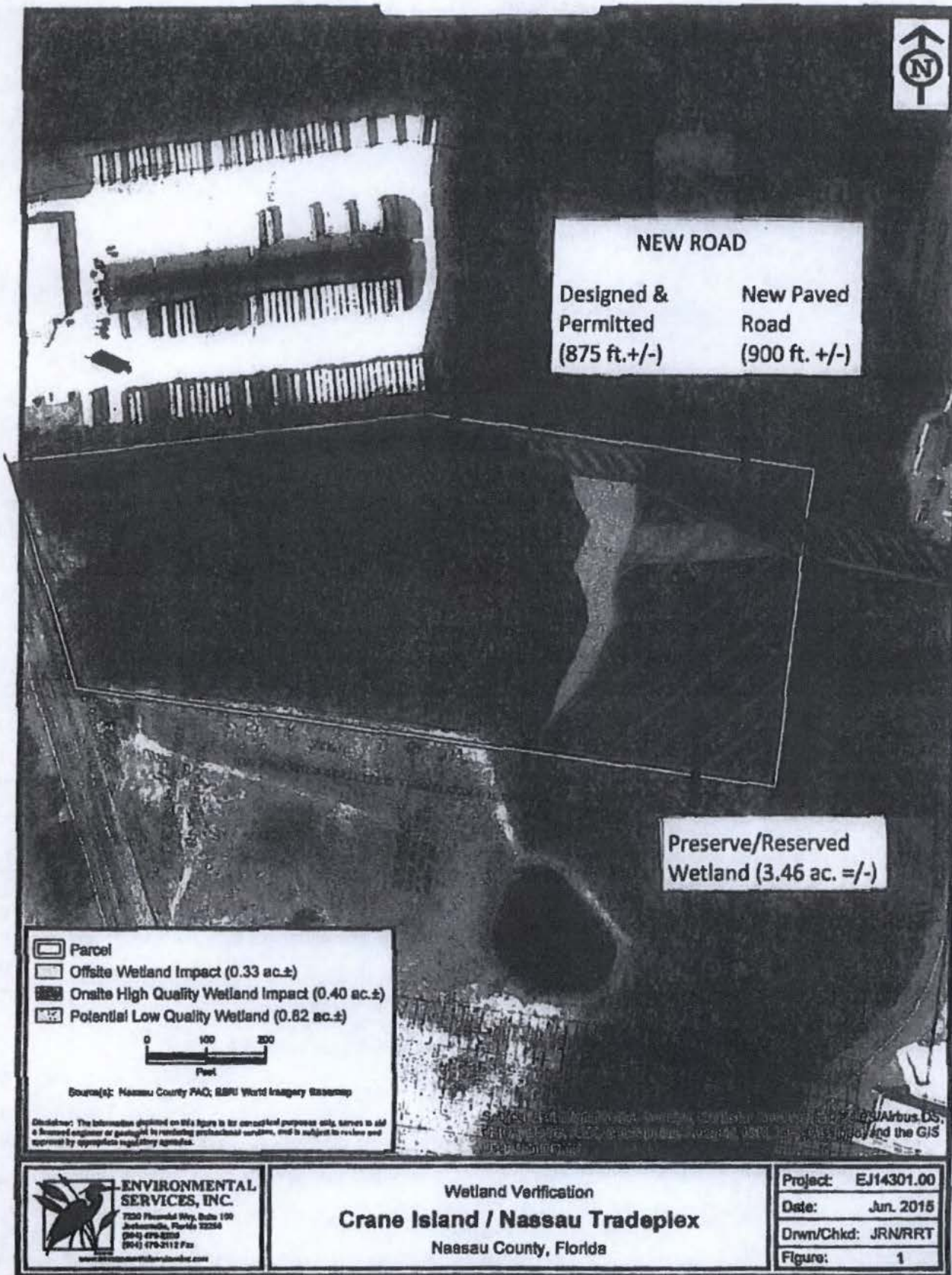


EXHIBIT "E"

Prepared By and Return to:
Emily G. Pierce, Esq.
Rogers Towers, P. A.
1301 Riverplace Blvd., Suite 1500
Jacksonville, Florida 32207

DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, The Commercial Range at Amelia LLC, a Florida limited liability company (hereinafter, the "Declarant"), is the fee simple owner of certain property located in Nassau County, Florida, as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter, "Declarant's Property"); and,

WHEREAS, the fee simple owners of four lots adjacent to the Declarant's Property, as more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof (hereinafter, "Benefited Property"), have requested that Declarant restrict Declarant's Property as set forth below; and,

NOW THEREFORE, for and in consideration of the premises, the Declarant, for itself and its successors and assigns, does hereby place upon Declarant's Property, for the use and benefit of the owners of the Benefited Property, and their successors and assigns (the "Benefited Parties"), the following covenants and restrictions, to run with the title thereto and the grantees of any deed or other instrument conveying any Declarant's Property, or any portion thereof, shall be deemed, by the acceptance of such deed or other instrument, to have agreed to all of such provisions and to have covenanted to observe, comply with, and be bound by all of such provisions, as set forth below.

1. **EXTERIOR ILLUMINATION.**
Any exterior lighting, including but not limited to building and yard landscaping lighting shall light only building, landscaping, parking, and walkway areas on the northern side of Declarant's Property to limit unreasonable glare on any of the Benefited Property.
2. **REQUIRED BERM AND LANDSCAPING.**
Declarant shall install, landscape and maintain an earthen berm along the northern side of Declarant's Property, with a minimum height of six feet (the "Berm"). Landscaping shall include indigenous plants to the extent possible.
3. **DRAINAGE.**
Declarant shall construct a stormwater channel as permitted by the St. Johns River Water Management District along the southern side of the Berm, along the

northern property line, to contain stormwater runoff from the Berm, to prevent overflow the Benefited Property.

4. RECREATION FACILITIES.

Any recreational facilities, if any, located on Declarant's Property shall not be situated adjacent to the northern property line of Declarant's Property.

5. SETBACK.

The setback abutting the Benefited Property shall be a minimum of forty feet.

6. DUMPSTER.

Any dumpster(s) located on the Declarant's Property shall be situated a minimum of twenty feet adjacent to the West side of the Declarant's Property and a minimum of one hundred feet adjacent to the northern property line.

7. HEIGHT REQUIREMENTS.

Maximum building height shall be thirty-five feet.

8. GROUP HOMES.

No group home shall be allowed on Declarant's Property.

9. ASSISTED-LIVING FACILITIES/ALF.

If an assisted-living facility is constructed on Declarant's Property, said facility, if constructed adjacent to the northern property line, will be limited to two (2) stories in height. Any such facility constructed adjacent to the southern property line will be subject to the standard height limitations set forth in Section 7 above.

10. BINDING EFFECT.

This instrument and the rights hereunder shall be deemed to be covenants running with the title to the Declarant's Property and the Benefited Property and shall remain in full force and effect until the owner of the Declarant's Property, and the four owners of the Benefited Property record in the public records of Nassau County, Florida an instrument terminating or amending this instrument.

11. AMENDMENT.

This Declaration may be amended by the Declarant evidenced by an instrument, executed by the Declarant and the four owners of the Benefited Property, and recorded in the public records of Nassau County, Florida.

[The rest of the page intentionally left blank]

IN WITNESS WHEREOF, the Declarant has set his hand this ____ day of _____, 2015.

"DECLARANT"

**THE COMMERCIAL RANGE AT
AMELIA LLC, a Florida limited liability
company**

Name:

By: _____

Name: _____

Its: _____

Name:

Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____
2015, by _____, as _____, of The Commercial Range at
Amelia LLC, a Florida limited liability company, on behalf of the company. He is personally
known to me or has produced _____ as identification.

Notary Public, State of Florida

Name: _____

(Notarial Seal)

EXHIBIT "A"
Declarant's Property

EXHIBIT "B"
Benefited Property

1. Property: LOT 25 RIVER OAKS OF AMELIA 2 PB 6/111
Address: 202 Rowan Oak Place,
Parcel Number: 00-00-30-0560-0025-0000

Owner: Marc D. & Brandi L. Lawing
202 Rowan Oak Place
Fernandina Beach, FL 32034

2. Property: LOT 26 RIVER OAKS OF AMELIA 2 PB6/111
Address: 200 Rowan Oak Place,
Parcel Number: 00-00-30-0560-0026-0000

Owner: Mary K. Baxter Revocable Trust
Robert & Mary Baxter Trustees
95235 Mackinas Circle
Fernandina Beach, FL 32034

3. Property: LOT 27 RIVER OAKS OF AMELIA 2 PB6/111
Address: 196 Rowan Oak Place,
Parcel Number: 00-00-30-0560-0027-0000

Owner: GSAMP Trust 2007-NC1
US Bank NA Trustee
c/o Carlfield Okon Salomone
500 S Australian Ave STE 730
West palm Beach, FL 33401

4. Property: LOT 28 RIVER OAKS OF AMELIA 2 PB6/111
Address: 3058 Riverside Drive
Parcel Number: 00-00-30-0560-0028-0000

Owner: Jonathan M. & Susan L. Rowe
3058 Riverside Drive
Fernandina Beach, FL 32034

RESOLUTION 2018- 67 A

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, CONVEYING REAL PROPERTY LOCATED AT 3163 BAILEY ROAD, FERNANDINA BEACH TO THE COMMERCIAL RANGE AT AMELIA, LLC AND RECEIVING REAL PROPERTY LOCATED AT 86200 GENE LASSERRE BOULEVARD, YULEE, FLORIDA FROM THE COMMERCIAL RANGE AT AMELIA, LLC PURSUANT TO CONTRACT NUMBERS CM2247 & CM2412.

WHEREAS, the Nassau County Board of County Commissioners, a political subdivision of the State of Florida ("Nassau County") and The Commercial Range at Amelia, LLC, a Florida limited liability company ("Range") entered into that certain Agreement for Exchange of Real Property dated October 12, 2015 and known as CM2247 (the "Exchange Agreement") which contemplated the exchange of property by and between Nassau County and Range pursuant to § 125.37, Fla. Stat. and Resolution 2015-129, within which is described certain work to be performed by Range known as the Tradeplex Property Improvements;

WHEREAS, Nassau County and Range entered into that certain Agreement dated March 27, 2017 and known as CM2412 (the "Second Agreement") which more particularly described work to be done by Range relating to a New Public Road, as defined therein;

WHEREAS, Range, has substantially completed the Tradeplex Property Improvements and the New Public Road (collectively, the "Work") and Nassau County has inspected the Work and has accepted it as finally complete and satisfactory in every aspect, evidenced by the issuance of a Certificate of Occupancy dated May 11, 2018 regarding the Tradeplex Property Improvements and Certificate of Substantial Completion dated March 8, 2018 for the New Public Road, subject to a Post-Closing Agreement dated May 14, 2018 and known as CM2559

wherein certain matters are addressed, including, among other things, the relocation of the Recycling Facility and the removal of Hurricane Debris, both being defined therein;

WHEREAS, Range has assigned or will assign all contractor's and subcontractor's warranties to Nassau County, as provided in the Exchange Agreement;

WHEREAS, Range has met all requirements for Project Close-out as defined in the Second Agreement; and

WHEREAS, Range and Nassau County have met, or will meet, all of their respective obligations under the Exchange Agreement and Second Agreement, and are otherwise prepared to close the transaction in accordance therewith on May 15, 2018.

NOW, THEREFORE, BE IT RESOLVED, by Nassau County that:

SECTION 1. Recitals. The recitals set forth in the preamble to this resolution are true, accurate, and incorporated herein by reference as though set forth in full hereunder.

SECTION 2. Authority. This Resolution is adopted pursuant to the laws of the State of Florida and other applicable provisions of law.

SECTION 3. Findings. Nassau County hereby finds, determines, and declares as follows:

A. The Board is the elected legislative body of Nassau County, and has jurisdiction over all matters related hereto.

B. The Board finds that Range has finally and fully completed all of the Work defined in both the Exchange Agreement and the Second Agreement to Nassau County's complete satisfaction and Nassau County accepts the Work in its current condition, subject to the Post Closing Agreement and any other obligations which may survive the closing.

C. In exchange for Range meeting its obligations as stated above, Nassau County has agreed to release and convey all of the County's rights, title and interest in and to that certain real property defined as the County Property in the Exchange Agreement and generally located at 3163 Bailey Road to Range.

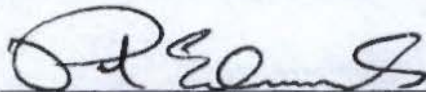
D. Likewise, in exchange for Nassau County meeting its obligations as stated above, Range has agreed to release and convey all of Range's rights title and interest in that certain real property defined as the Tradeplex Property in the Exchange Agreement, along with that certain property defined as the New Public Road property in the Second Agreement, and generally located at 86200 Gene Lasserre Boulevard to Nassau County.

SECTION 4. Acceptance and Authorization to Sign Conveyance Documents. Pursuant to the Exchange Agreement and Second Agreement, the Board is authorized to accept and execute all documents necessary to effectuate the release and conveyance of the Tradeplex Property, the County Property and the New Road, and hereby authorizes the Chairman as its designated authority to execute same.

SECTION 5. Effective Date. This Resolution shall take effect immediately upon adoption.

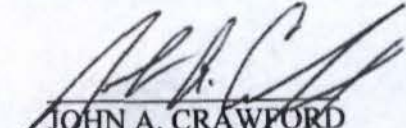
PASSED AND ADOPTED this 14th day of May, 2018.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



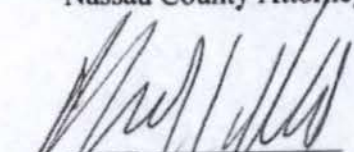
PAT EDWARDS
CHAIRMAN

ATTEST AS TO CHAIRMAN'S
SIGNATURE:



JOHN A. CRAWFORD
EX-OFFICIO CLERK

Approved as to form by the
Nassau County Attorney:



MES
05.16.18

MICHAEL S. MULLIN
COUNTY ATTORNEY