

Inst: 201945029361 Date: 09/16/2019 Time: 12:44PM  
Page 1 of 3 B: 2303 P: 1656, Doc Type: D  
John A. Crawford, Clerk of Court, Nassau County,  
By: CS, Deputy Clerk

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, made and entered into as of the 9<sup>th</sup> day of September, 2019 by PATRIOT RIDGE, LLP, a Florida limited liability partnership (the "Grantor"), whose address is 12443 San Jose Blvd., Suite 504, Jacksonville, Florida 32223, to the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, a political subdivision of the State of Florida (the "Grantee"), whose address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097.

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns forever, all that certain parcel of land lying and being in the County of Nassau, State of Florida, as more particularly on Exhibit "A" attached hereto and made a part hereof (the "Property").

To have and to hold, the same in fee simple forever.

The use of the Property will be limited to public recreation and community based social uses.

The Property will revert to Grantor in the event that the Grantee makes no improvements to the Property on or before December 31, 2027.

Grantor hereby reserves to itself an easement for the construction and maintenance of recreation facilities and other improvements pursuant to the Nassau Crossing PUD Ordinance 2017-42, as amended, provided that any such improvements require the express written approval of the Grantee.

SUBJECT TO: Taxes and assessments for the year 2019 and all subsequent years; all applicable governmental, zoning and land use ordinances, restrictions, and prohibitions and other requirements imposed by governmental authority; agreements and easements of record.

And the said Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, and has good right, full power, and lawful authority to sell and convey said land, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under the Grantor, but against no others.

(SIGNATURE PAGE FOLLOWS)

## EXHIBIT A

THE CERTAIN REAL PROPERTY AS DESCRIBED BY CIRTUE OF THAT CERTAIN DEED RECORDED IN OFFICIAL RECORDS BOOK 1717, PAGE 447, NASSAU COUNTY, FLORIDA AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE JOHN LOWE MILL GRANT, SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBEED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 1, "WIDE ROAD ACRES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGES 408-407, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, WITH THE EASTERLY RIGHT-OF-WAY LINE OF HARTS ROAD, AN 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND IN USE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING (5) COURSES; (1) NORTH 22°32'31" WEST A DISTANCE OF 616.85 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 758.08 FEET; (2) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES 51'00", AN ARC DISTANCE OF 342.02 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 09°37'01" WEST A DISTANCE OF 339.13 FEET; (3) THENCE NORTH 03°18'29" EAST A DISTANCE OF 1803.37 FEET; (4) THENCE SOUTH 89°13'53" WEST A DISTANCE OF 10.02 FEET TO A POINT WHERE SAID RIGHT OF WAY TRANSITIONS TO A 60 FOOT RIGHT-OF-WAY; (5) THENCE NORTH 03 DEGREES 18'29" EAST A DISTANCE OF 3625.08 FEET; THENCE NORTH 51 DEGREES 09'44" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 177.53 FEET; THENCE SOUTH 38 DEGREES 50'16" EAST A DISTANCE OF 690.40 FEET; THENCE NORTH 51 DEGREES 14'34" EAST A DISTANCE OF 567.90 FEET TO INTERSECT THE WESTERLY RIGHT OF WAY LINE OF THE C.S.X. RAILROAD RIGHT-OF-WAY (A TRANSITIONAL RIGHT OF WAY); THENCE SOUTH 14°43'23" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2073.63 FEET TO A POINT WHERE SAID RIGHT OF WAY BECOMES A 200 FOOT RIGHT-OF-WAY; THENCE SOUTH 05 DEGREES 55'38" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 3956.58 FEET TO THE NORTHEASTERLY CORNER OF LOT 36, "WIDE ROAD ACRES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGES 404-406, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 67°27'21" WEST, ALONG THE NORTHERLY LINE OF SAID LOT 36, A DISTANCE OF 394.32 FEET TO THE SOUTHEASTERLY CORNER OF AFORESAID LOT 1; THENCE NORTH 22°31'30" WEST, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 150.08 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE SOUTH 67 DEGREES 28'48" WEST, ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 780.46 FEET TO THE POINT OF BEGINNING.

LESS THERE FROM RIGHT-OF-WAY FOR WILLIAM BURGESS ROAD RECORDED IN OFFICIAL RECORD BOOK 1049, PAGES 1753-1755 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

FURTHER LESS AND EXCEPTING THAT PORTION CONVEYED TO THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA IN OFFICIAL RECORDS BOOK 1683, PAGE 386, PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed the day and year first above written.

WITNESS:

Melissa Lucey

Printed Name: Melissa Lucey

Peggy B. Snyder

Printed Name: PEGGY B. SNYDER

PATRIOT RIDGE, LLP

By: Gregory E. Matovina

Printed Name: Gregory E. Matovina

Title: Managing Partner

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2019, by Gregory E. Matovina as Managing Partner of Patriot Ridge, LLP, a Florida limited liability partnership, on behalf of said partnership, who is personally known to me or has produced \_\_\_\_\_ as identification.

**PEGGY B. SNYDER**  
Notary Public, State of Florida  
My Comm. Expires November 12, 2019  
Commission No. FF 935754

(Notary Seal)

Peggy B. Snyder  
Notary Public - State of Florida  
Printed Name: PEGGY B. SNYDER  
My Commission Expires: 11-12-19