

**EAST NASSAU COMMUNITY PLANNING AREA
 MOBILITY IMPROVEMENT
 RESERVATION AGREEMENT:
DISTRICT SCHOOL BOARD OF NASSAU COUNTY
(November 10, 2020)**

This Reservation Agreement is made and entered into by and between **NASSAU COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the “County,” and **DISTRICT SCHOOL BOARD OF NASSAU COUNTY** (“School Board”), with offices at 1201 Atlantic Avenue, Fernandina Beach, Florida, 32034, (hereinafter, “School Board”), as of the 23rd day of November 2020.

RECITATION OF FACTS

A. **WHEREAS**, Nassau County is a political subdivision of the State of Florida;
and,

B. **WHEREAS**, on May 23, 2011, Nassau County Board of County Commissioners adopted the Nassau County 2030 Comprehensive Plan by Ordinance 2011-04; and,

C. **WHEREAS**, the Comprehensive Plan includes provisions for the East Nassau Community Planning Area (the “ENCPA”); and,

D. **WHEREAS**, on June 24, 2013, the Nassau County Board of County Commissioners adopted a development agreement between Nassau County, TerraPointe LLC, n/k/a Raydient LLC dba Raydient Places + Properties LLC (“TerraPointe” or “Raydient”), and other parties, establishing the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement, for the ENCPA, as amended (the “Mobility Fee Development Agreement”), providing for the collection of a mobility fee from development within the ENCPA to fund, in part, transportation and mobility improvements needed to support proposed development within the ENCPA (the “ENCPA Mobility Network”); and,

E. **WHEREAS**, on June 24, 2013, Nassau County Board of County Commissioners adopted Ordinance 2013-11, approving a Development Order for a portion (approximately 4,202 acres) of the ENCPA known as the East Nassau Employment Center DSAP Development Order of the East Nassau Community Planning Area, as amended, which specifies the conditions and commitments for development of the DSAP (“DSAP”); and,

F. **WHEREAS**, on April 24, 2014, Raydient and School Board entered into a Donation and Development Agreement, as amended, (the “Donation and Development Agreement”) in which Raydient agreed to donate property to School Board for a proposed school located within the DSAP (the “DSAP School”) and for related improvements, including a portion of the ENCPA Mobility Network required for the ENCPA and the DSAP School, and (ii) School Board agreed to design, permit, and construct the DSAP School and the Proposed Mobility Improvement; and,

G. **WHEREAS**, following the donation as required in the Donation and Development Agreement, School Board is the owner of approximately twenty-seven (27) acres within the DSAP and more particularly described in Exhibit A attached hereto (the “Property”), within which School Board has located the DSAP School; and,

H. **WHEREAS**, the School Board conveyed the Mobility Improvement to the County, as evidenced by Warranty Deed recorded at Official Records Book 2152, Page 1121 of the public records of Nassau County, Florida; and

I. **WHEREAS**, the County has accepted the mobility improvement conveyed by the School Board; and

J **WHEREAS**, as authorized in the Mobility Fee Development Agreement, the County and School Board desire to enter into this Agreement to provide for the funding of the design, permitting, and construction of the Mobility Improvement; and,

K **WHEREAS**, the County Office of Management and Budget (“OMB”) has determined that the proposal of the School Board is complete and valid and has confirmed the calculation of funding pursuant to the Mobility Fee Development Agreement and this Agreement; and,

L. **WHEREAS**, the required public hearings before the Board of County Commissioners were held; and,

M **WHEREAS**, the Board of County Commissioners has determined that this Agreement complies with the terms of the Mobility Fee Development Agreement and with the County’s applied construction standards;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, together with other good and valuable consideration, the County and School Board agree to the terms of this Agreement.

AGREEMENT OF THE PARTIES

1. **Recitals and Definitions.**

1.1 **Recitals.** The matters set forth in the Recitation of Facts paragraphs of this Agreement are true and correct as of the date hereof and are incorporated herein by reference.

1.2 Definitions. The terms used in this Agreement shall have the following meanings:

(a) **“Agreement”** shall mean this East Nassau Community Planning Area Mobility Improvement Reservation Agreement.

(b) **“County”** shall mean Nassau County, Florida, a political subdivision of the State of Florida.

(c) **“Donation and Development Agreement”** shall mean that certain Donation and Development Agreement entered into by and among Raydient, the School Board, and other parties on April 24, 2014, as amended.

(d) **“DSAP”** shall mean the Detailed Specific Area Plan adopted pursuant to Section 163.3245, Florida Statutes, for lands which include the Property, and as further defined in **WHEREAS** clause E.

(e) **“DSAP School”** shall mean the school facilities located within the DSAP and described in Section 5.1 of the Donation and Development Agreement.

(f) **“Effective Date”** shall mean the date provided in Section 3.1 below.

(g) **“ENCPA”** shall mean the East Nassau Community Planning Area, as established in the Nassau County 2030 Comprehensive Plan adopted by the Nassau County Board of County Commissioners in Ordinance 2011-04.

(h) **“ENCPA Mobility Network”** shall mean the improvements specified in Section 3.1 of the Mobility Fee Development Agreement.

(i) **“ENCPA Mobility Network Fund”** shall have the meaning as described in Sections 3.2 and 3.3 of the Mobility Fee Development Agreement.

(j) **“ENCPA Mobility Revenue Allocation Subsidy”** shall have the meaning ascribed in Section 3.2 of the Mobility Fee Development Agreement.

(k) **“ENCPA Mobility Revenue Allocation Subsidy Ordinance”** shall be Nassau County Ordinance 2013-10, as amended by Ordinance 2015-08.

(l) **“FDOT”** shall mean the Florida Department of Transportation, an agency of the State of Florida.

(m) **“Mobility Fee”** shall mean the mobility fee assessed and collected by the County for all development within the ENCPA pursuant to the Mobility Fee Development Agreement.

(n) **“Mobility Fee Development Agreement”** shall mean as defined in **WHEREAS** Clause D.

(o) **“Notification Date”** shall mean the date on which the School Board received written notification by the County, pursuant to the Mobility Fee Development Agreement, that the proposal by the School Board for this Agreement was complete and valid.

(p) **“OMB”** shall mean the Nassau County Office of Management and Budget.

(q) **“Property”** shall mean the real property located in Nassau County and described more particularly in Exhibit _A_ to this Agreement.

(r) **“Mobility Improvement”** shall mean the improvements described in Section 4 below and described and depicted in Exhibit B attached hereto, which are improvements within the ENCPA Mobility Network for portions of Wildlight Avenue and Curiosity Avenue. Such improvements may include but are not limited to: an access road for the DSAP School meeting the minimum standards of the Florida Department of Transportation (in relation to access to State Road 200/A1A), the County, and the ENCPA and/or DSAP; intersection improvements; associated stormwater facilities, signage, sidewalks/multipurpose paths, bike lanes; landscaping; and such other facilities to provide safe vehicle, pedestrian, and bicycle access.

(s) **“School Board”** shall mean the District School Board of Nassau County, which, with the consent of Raydient, shall undertake to design, permit, and construct the Proposed Mobility Improvement.

2. Consent of Raydient

As required in the Mobility Fee Development Agreement, the written consent of Raydient to this Agreement is evidenced by the letter dated November 10, 2020, and attached hereto as Exhibit C.

3. Effective Date and Duration of Agreement.

3.1 This Agreement shall become effective upon execution by the Board of County Commissioners (“Effective Date”). This Agreement shall remain valid and effective for a period of thirty (30) years after Effective Date. The duration of this Agreement may be extended pursuant to Chapter 163, *Florida Statutes*, as amended from time to time. The parties acknowledge that it may be necessary and prudent for the County to grant extensions to the duration of this Agreement in order to allow for the completion of the Mobility Improvement, the full funding of such improvement, the full recoupment of expenses for such improvement pursuant to this Agreement, and the full use of any and all credits as provided in the Mobility Fee Development Agreement or this Agreement. Therefore, the County agrees that it will not unreasonably withhold an extension to the duration of this Agreement in the event such an extension is sought for such purposes by School Board and/or its transferees.

3.2 Notwithstanding Section 3.1 above, this Agreement shall terminate upon recordation in the public records of Nassau County of written confirmation by the School Board, Raydient, and the County of the following: (i) the completion of construction, dedication, and acceptance of all of the Proposed Mobility Improvement; (ii) the full funding of such improvement; and (iii) the full recoupment of expenses for such improvement pursuant to this Agreement.

4. Funding of Mobility Improvement.

Set forth below are descriptions of the Mobility Improvement and provisions for the funding and construction of the Mobility Improvement.

4.1 Mobility Improvement.

The actual cost of the Mobility Improvement is set forth below and in the Mobility Improvement Reconciliation of Actual Costs attached as Exhibit D to this Agreement.

Mobility Improvement/FDOT Cost Methodologies	\$5,129,814
Plus: Dedicated Right-of-Way Value	\$276,250_____
Less: Developer-funded Improvements	\$909,302_____
Less: Utilities Costs	\$844,174_____
Total Cost of Proposed Mobility Improvement	\$3,652,588_____

The improvements which comprise the Proposed Mobility Improvement may be amended by an amendment of this Agreement pursuant to Section 8.11 herein.

4.2 Payment of Funds from the ENCPA Mobility Network Fund for Improvements by School Board within the ENCPA Mobility Network.

Payments from the ENCPA Mobility Network Fund to School Board shall be made pursuant to the Mobility Fee Development Agreement and this Agreement as provided in this section. Funds from the ENCPA Mobility Network Fund shall be spent to reimburse actual costs of the Mobility Improvement in accordance with the Mobility Fee Development Agreement and this Agreement.

(a) School Board did fund the design, permitting, and construction of the Proposed Mobility Improvement.

(b) School Board has provided a description of the Proposed Mobility Improvement and a projected calculation of the funds to be paid pursuant to Section 4.2(c)(i) below, including estimates for any actual costs of extraordinary improvements as described in Section 4.2(c)(i) below.

(c) The County shall pay funds which are in, or may be deposited in, the ENCPA Mobility Network Fund to School Board pursuant to the terms and conditions as set forth in the Mobility Fee Development Agreement and in this Agreement.

(i) The funds to be paid to School Board have been calculated using (1) FDOT cost methodologies for road construction (as of the date of contract execution) as applied to the Proposed Mobility Improvement constructed and (2) actual costs, excluding profit and overhead, incurred by School Board for the design, permitting, and construction of any extraordinary improvements not included in FDOT road construction cost methodologies (including, by way of example and not limitation, intersection costs). Such calculation shall be subject to the review and approval of OMB, based upon proposed calculations and evidence provided by School Board and/or requested by OMB.

(ii) Upon approval by OMB of the calculation of the funds to be paid pursuant to Section 4.2(c)(i) above and upon the dedication, and acceptance of the Proposed Mobility Improvement by the County, the County shall pay School Board funds in the ENCPA Mobility Network Fund up to the total amount of the funds calculated pursuant to Section 4.2(c)(i) above. The funds shall be paid quarterly from the sub-account for the DSAP.

(iii) If insufficient funds are in the DSAP sub-account in the ENCPA Mobility Network Fund to pay the amount as described in Section 4.2, then future funds to be deposited in the DSAP sub-account in the ENCPA Mobility Network Fund shall be reserved for payment to the School Board upon availability.

(iv) The funds shall be paid and/or reserved on a “first come first serve” basis using the Notification Date and as provided in the Mobility Fee Development Agreement.

(v) Upon payment of such funds, any credits held by the School Board pursuant to Section 3.4 of the Mobility Fee Development Agreement shall be reduced by the amount of the payment.

(d) Nothing herein shall be construed to obligate the County to provide funding for School Board’s construction of the Mobility Improvement in any amount exceeding the amount which, pursuant to the terms of the Mobility Fee Development Agreement and this Agreement, is available to be paid from the DSAP sub-account to the ENCPA Mobility Network Fund. It is further understood and acknowledged by School Board that the ENCPA Mobility Network Fund is to be funded only by Mobility Fees, the ENCPA Mobility Revenue Allocation Subsidy, and interest earned thereon as provided in the Mobility Fee Development Agreement and in the ENCPA Mobility Revenue Allocation Subsidy Ordinance. The County is not obligated to transfer any other funds to the ENCPA Mobility Network Fund.

5. No Obligation of County to Construct Improvements.

The School Board understands and acknowledges that, in entering into this Agreement, the County is not obligated to fund the acquisition of right-of-way, design, permitting, and construction of the Proposed Mobility Improvement.

6. Intentionally Deleted.

7. Defaults and Remedies.

7.1 County Default.

(a) If the County defaults in the performance of any obligation under this Agreement required to be performed by the County, then School Board, its transferees or assignees shall deliver written notice of such default to the County. The County shall commence to cure such default within thirty (30) days after the delivery of such notice of default and shall diligently pursue such cure to completion within sixty (60) days after delivery of such notice as to any default.

(b) If the County does not cure such default within the time periods provided, School Board may pursue any available remedies in law or equity.

7.2 School Board

(a) If School Board, a transferee or assignee defaults in the performance of any obligation imposed upon it under this Agreement, the County shall deliver written notice of such default to the School Board, transferee or assignee, respectively. The defaulting party shall commence to cure such default within thirty (30) days after delivery of such notice of default and shall diligently pursue such cure to completion within sixty (60) days after delivery of such notice as to any default.

(b) If the defaulting party does not cure such default within the time periods provided, the County may pursue any available remedies in law or equity.

8. Miscellaneous Provisions.

8.1 Notices, Demands and Communications Between the Parties. Notices, demands and communications between the parties shall be given by depositing the same in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Notices, demands and communications to the County:

Nassau County Growth Management Dept.
96161 Nassau Place
Yulee, Florida 32097
Attention: Planning & Economic Opportunity Director

With a copy to:

County Manager
96135 Nassau Place, Suite 1
Yulee, FL 32097

With a copy to:

County Attorney
Nassau County
96135 Nassau Place, Suite 6
Yulee, Florida 32097

Notices, demands and communications to School Board:

[School Board]

Notices, demands and communications to Raydient:

Raydient LLC dba Raydient Places + Properties LLC
1 Rayonier Way
Wildlight, Florida 32097
Attention: Wes Hinton

With a copy to:

Rayonier Inc.
1 Rayonier Way
Wildlight, Florida 32097
Attention: General Counsel

Copies of all notices, demands and communications required under this Agreement shall be provided to Raydient.

Notices given as provided above shall be deemed given and shall be effective when delivered to the addressee at the address set forth above, or when deposited in the United States Mail, postage prepaid. Either party may change its address as to notices, demands and communications and shall give written notice of such change to the other party.

8.2 Assignability. School Board may assign or transfer its rights and obligations under this Agreement, which assignment or transfer shall be recorded in the public records of Nassau County. Additionally, a notice of such assignment or transfer, identifying the assignee or transferee and containing an acknowledgement by the assignee to the County of its assumption of all rights and obligations of the assignor, shall be filed with the County Manager.

8.3 Dates. When payment, delivery, notification, or other action is required by a specified date in this Agreement and such date falls on a weekend or government-designated holiday, the action shall be required by 5:00 p.m. on the Monday or non-holiday date, respectively, immediately following the otherwise specified date.

8.4 Monitoring Official. The County Manager shall be the County official with the responsibility to monitor compliance with this Agreement and enforce this Agreement. The County shall be responsible for the assessment and collection of Mobility Fees as provided in this Agreement and, in coordination with the County Clerk, shall maintain the ENCPA Mobility Fee Network Fund and expenditures therefrom. From time to time, as needed, the County and School Board shall coordinate to reconcile information regarding credits, funds transfers, and other information.

8.5 No Liability of Officials, Officers or Employees. No official, officer or employee of the County or School Board shall be personally liable for any nonperformance or delay in performance by the County or School Board, respectively, or for any amount which may become due under any provisions of this Agreement.

8.6 Approvals. Approvals or transfers of funds by the County under Section 4.2 above shall not be unreasonably withheld or delayed. Unless otherwise required by this Agreement and except to the extent in conflict with general law, all approvals or disapprovals shall be written and shall be provided within thirty (30) days of delivery of any documents requiring approval. Any disapproval shall state the reasons for disapproval and the actions needed for approval. If no approval or disapproval is given within the time required by this Section, the approval shall be deemed given and conclusively established.

8.7 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the County, School Board, and their respective assigns and transferees. Pursuant to Chapter, 163, Florida Statutes, this Agreement shall be recorded in the public records of Nassau County.

8.8 Severability. If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue to be enforceable.

8.9 Agreement Executed in Counterparts. This Agreement shall be executed in two or more counterparts, each of which is considered and shall be deemed to be an original.

8.10 Merger of Agreement Terms. This Agreement constitutes the entire understanding and agreement of the parties as to the subject matter hereof, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter. Section and section headings included in this Agreement are for convenience only and shall have no effect upon the meaning or construction of this Agreement.

8.11 Amendment of Agreement. Unless otherwise provided in this Agreement,

no amendment or modification of this Agreement shall be effective or binding upon any party hereto unless such amendment or modification is in writing, signed by an authorized officer of the party claiming to be bound and delivered to the other party.

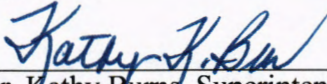
8.12 Compliance with Laws. The parties shall comply with any and all applicable federal, state and local laws, ordinances, codes, rules and regulations as the same exist and may be amended from time to time.

8.13 Cooperation and Further Assurances. The parties hereto agree to cooperate in all reasonable respects to insure the performance of their obligations pursuant to this Agreement and agree to execute such additional documents and instruments as may be reasonably required to carry out the intent of this Agreement.

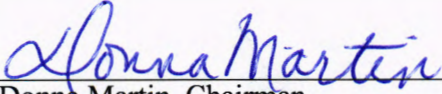
IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below their respective names.

NASSAU COUNTY SCHOOL BOARD

ATTEST:



Dr. Kathy Burns, Superintendent
Nassau County School Board



Donna Martin, Chairman
Nassau County School Board

Date: 12-10-2020

As authorized for execution by the Nassau County School Board at its meeting on:
December 10, 2020

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

By: Thomas R. Ford
Its: Chairman

Attest as to Chairman's signature:

John A. Crawford
Its: Ex-Officio Clerk

MES
12-01-20

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:

Michael S. Mullin

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 23rd day of November, 2020, by Thomas R. Ford, the Chairman, Chairman of the Board of County Commissioners of the Nassau County, on behalf of the County, who is personally known to me or who has produced personally known identification and who has taken an oath.

Notary Public, State of Florida
Name: PEGGY B. SNYDER

My Commission Expires 11-12-23
My Commission Number is: GG 909093



PEGGY B. SNYDER
Notary Public, State of Florida
My Comm. Expires November 12 2023
Commission No. GG 909093

EXHIBIT A**LEGAL DESCRIPTION OF PROPERTY****SCHOOL SITE:**

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 1064.37 feet to a point on the Northwesterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said South line and on said Northwesterly Right of Way line for the next 2 courses, N 40°57'47" E, a distance of 67.93 feet to a point being on a curve, concave Northwest, having a radius of 1539.00 feet and a central angle of 16°23'55"; thence on the arc of said curve, a distance of 440.48 feet said arc being subtended by a chord which bears N 49°09'44" E, a distance of 438.97 feet to the Point of Beginning; thence departing said Northwesterly Right of Way line, N 47°17'21" W, a distance of 343.20 feet; thence N 75°33'39" W, a distance of 186.91 feet; thence N 25°47'37" E, a distance of 113.92 feet; thence N 84°05'09" E, a distance of 119.09 feet; thence N 63°45'37" E, a distance of 126.50 feet; thence N 40°10'13" E, a distance of 220.49 feet; thence N 62°54'02" E, a distance of 56.34 feet; thence N 18°47'38" E, a distance of 66.27 feet; thence N 35°42'50" W, a distance of 32.12 feet; thence N 52°44'07" E, a distance of 58.53 feet; thence S 60°24'13" E, a distance of 70.38 feet; thence N 69°44'16" E, a distance of 111.69 feet; thence S 87°24'42" E, a distance of 66.18 feet; thence N 62°42'01" E, a distance of 189.42 feet; thence N 42°13'17" W, a distance of 94.35 feet; thence N 61°27'48" E, a distance of 222.30 feet; thence N 21°06'17" W, a distance of 51.44 feet; thence S 70°56'01" E, a distance of 71.65 feet; thence N 61°00'12" E, a distance of 79.83 feet; thence N 79°00'09" E, a distance of 93.64 feet; thence N 26°49'22" W, a distance of 118.58 feet; thence N 58°50'25" E, a distance of 168.18 feet; thence S 13°42'57" E, a distance of 60.34 feet; thence S 47°22'55" E, a distance of 108.03 feet; thence S 12°55'18" E, a distance of 70.78 feet; thence S 44°29'12" E, a distance of 59.65 feet; thence S 82°49'32" E, a distance of 46.38 feet; thence S 44°38'23" E, a distance of 65.30 feet; thence N 52°23'10" E, a distance of 210.62 feet; thence N 73°34'27" E, a distance of 57.05 feet; thence S 52°06'44" E, a distance of 89.60 feet; thence S 04°27'35" E, a distance of 98.76 feet; thence S 35°42'37" E, a distance of 103.57 feet; thence N 79°16'28" E, a distance of 40.50 feet; thence S 36°33'24" E, a distance of 44.28 feet; thence S 08°08'48" W, a distance of 135.24 feet; thence S 20°05'25" W, a distance of 60.49 feet; thence S 00°33'07" W, a distance of 49.09 feet to a point on the aforesaid Northwesterly Right of Way line of a Proposed 81 foot Roadway and said point being on a curve, concave Southeast, having a radius 1539.00 feet and a central angle of 07°21'37"; thence on said Northwesterly Right of Way line and on the arc of said curve for the next 5 courses, a distance of 197.70 feet said arc being subtended by a chord which bears S 56°46'37" W, a distance of 197.57 feet to the curves end; thence S 53°05'49" W, a distance of 35.48 feet to the beginning of a curve, concave Northwest, having a radius of 1461.00 feet and a central angle of 27°13'12"; thence on the arc of said curve, a distance of 694.09 feet said arc being subtended by a chord which bears S 66°42'25" W, a distance of 687.58 feet to the curves end; thence S 80°19'01" W, a distance of 158.56 feet to the beginning of a curve, concave Southeast, having a radius of 1539.00 feet and a central angle of 22°67'19"; thence on the arc of said curve, a distance of 616.59 feet said arc being subtended by a chord which bears S 68°50'21" W, a distance of 612.48 feet to the Point of Beginning.

EXHIBIT B
MOBILITY IMPROVEMENT



90 FOOT ROADWAY PARCEL "A":

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East and being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 1052.31 feet to a point on the Northwestern Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way) and the Point of Beginning; thence departing said South line and on said Northwestern Right of Way line and on the Easterly and Southeasterly Right of Way lines of said Proposed 90 foot Roadway for the next 15 courses, thence N 40°57'47" E, a distance of 75.96 feet to the beginning of a curve, concave Southeast, having a radius of 1548.00 feet and a central angle of 39°21'14"; thence on the arc of said curve, a distance of 1063.25 feet said arc being subtended by a chord which bears N 60°38'24" E, a distance of 1042.47 feet to the curves end; thence N 80°19'01" E, a distance of 158.56 feet to the beginning of a curve, concave Northwest, having a radius of 1452.00 feet and a central angle of 27°13'12"; thence on the arc of said curve, a distance of 689.82 feet said arc being subtended by a chord which bears N 66°42'25" E, a distance of 683.35 feet to the curves end; thence N 53°05'49" E, a distance of 35.48 feet to the beginning of a curve, concave Southeast, having a radius of 1548.00 feet and a central angle of 7°33'12"; thence on the arc of said curve, a distance of 204.07 feet said arc being subtended by a chord which bears N 56°52'25" E, a distance of 203.92 feet to the curves end; thence S 00°33'07" W, a distance of 10.39 feet; thence S 29°32'34" E, a distance of 81.00 feet to a point on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 7°21'37"; thence on the arc of said curve, a distance of 187.30 feet said arc being subtended by a chord which bears S 56°46'37" W, a distance of 187.17 feet to the curves end; thence S 53°05'49" W, a distance of 35.48 feet to the beginning of a curve, concave Northwest, having a radius of 1542 feet and a central angle of 27°13'12"; thence on the arc of said curve, a distance of 732.57 feet said arc being subtended by a chord which bears S 66°42'25" W, a distance of 725.70 feet to the curves end; thence S 80°19'01" W, a distance of 158.56 feet to the beginning of a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 39°21'14"; thence on the arc of said curve, a distance of 1001.44 feet said arc being subtended by a chord which bears S 60°38'24" W, a distance of 981.87 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said Southeasterly Right of Way line and on said Easterly Right of Way line for the next 2 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.5 feet and a central angle of 7°04'38"; thence on the arc of said curve, a distance of 466.85 feet said arc being subtended by a chord which bears S 50°11'00" E, a distance of 466.55 feet to a point on the Northerly line of Nassau A1A Tract - North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida; thence departing said Easterly Right of Way line and on said Northerly line, S 50°16'44" W, a distance of 83.43 feet to a point on the Westerly Right of Way line of aforesaid Proposed 81 foot Roadway and said point being on a curve, concave Northeast, having a radius of 3860.50 feet and a central angle of 6°46'40"; thence departing said Northerly line and on said Westerly Right of Way line and on the Northwestern and aforesaid Easterly Right of Way line of said Proposed 81 foot Roadway and on the arc of said curve for the next 4 courses, a distance of 456.67 feet said arc being subtended by a chord which bears N 50°02'00" W, a distance of 456.40 feet to the curves end; thence N 46°38'41" W, a distance of 635.80 feet; thence N 43°21'19" E, a distance of 81.00 feet; thence S 46°38'41" E, a distance of 149.18 feet to point on the aforesaid Northwestern Right of Way line of a Proposed 90 foot Roadway; thence departing said Easterly Right of Way line and on said Northwestern Right of Way line, N 40°57'47" E, a distance of 287.13 feet to the Point of Beginning.

81 FOOT ROADWAY PARCEL "B":

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, Nassau County, Florida; thence on the North line of said Section 44, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southwesterly Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way) said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said North line and on said Southwesterly Right of Way line and on the arc of said curve for the next 2 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), thence departing said Southeasterly Right of Way line and on said Easterly Right of Way line for the next 2 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.5 feet and a central angle of 7°04'38"; thence on the arc of said curve, a distance of 466.85 feet said arc being subtended by a chord which bears S 50°11'00" E, a distance of 466.55 feet to a point on the Northerly line of Nassau A1A Tract – North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida said point also being the Point of Beginning, thence continue on said Easterly Right of Way line and on a curve, concave Northeast, having a radius of 3779.50 feet and a central angle of 1°56'02"; thence on the arc of said curve for the next 4 courses, a distance of 127.58 feet said arc being subtended by a chord which bears S 54°41'20" E, a distance of 127.57 feet; thence S 34°20'39" W, a distance of 1.46 feet to a point on a curve, concave Northeast, having a radius of 3781.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 89.68 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 89.68 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet to a point on the Southeasterly Right of Way line of the of aforesaid Proposed 81 foot Roadway said point also being on the Easterly Right of Way line of Existing 78 foot Roadway (78 foot Right of Way); thence departing said Easterly Right of Way line and on said Southeasterly Right of Way line, S 32°59'07" W, a distance of 81.00 feet to a point on the Westerly Right of Way line of said Proposed 81 foot Roadway; thence departing said Southeasterly Right of Way line and on said Westerly Right of Way line for the next 4 courses, N 57°00'53" W, a distance of 436.40 feet to the beginning of a curve, concave Northeast, having a radius of 3862.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 91.60 feet said arc being subtended by a chord which bears N 56°20'07" W, a distance of 91.60 feet to the curves end; thence N 34°20'39" E, a distance of 1.46 feet; to a point on a curve, concave Northeast, having a radius of 3860.50 feet and a central angle of 2°14'01"; thence on the arc of said curve, a distance of 150.49 feet said arc being subtended by a chord which bears N 54°32'21" W, a distance of 150.48 feet to a point on the aforesaid Northerly line of Nassau A1A Tract – North; thence departing said Westerly Right of Way line and on said Northerly line, N 50°16'44" E, a distance of 83.43 feet to the Point of Beginning.

EXHIBIT C

RAYDIENT CONSENT

November 10, 2020

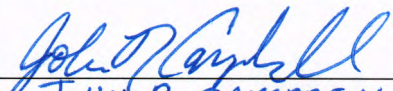
Dear Ms. Diehl,

Raydient LLC dba Raydient Places + Properties LLC (“Raydient”) hereby consents to the District School Board of Nassau County (a Mobility Improvement Builder per the Agreement) submitting to Nassau County, Florida, the Reservation Agreement dated November 10, 2020 to obtain payment from the ENCPA Mobility Network Fund, for the dedication of right-of-way to the County and funding the design, permitting and construction of improvements for the portions of Wildlight Avenue and Curiosity Avenue as generally depicted on Attachment A to this letter. Raydient LLC provides this consent consistent with Section 3.5 of the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement dated June 24, 2013, as amended by the First Amendment to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement dated July 20, 2015 (the “Agreement”).

Upon the approval of the Reservation Agreement by the Nassau County Board of County Commissioners and execution by the parties, please provide Wes Hinton with a copy.

Sincerely,

**RAYDIENT LLC DBA RAYDIENT PLACES +
PROPERTIES LLC**, a Delaware limited liability
company

By: 
Name: JOHN R. CAMPBELL
Title: Vice President
Date: 17 Dec 2020

ATTACHMENT A



EXHIBIT D

MOBILITY IMPROVEMENT CAPITAL EXPENDITURES

<u>Service Provided</u>	<u>Vendor</u>	<u>Total Expended</u>	<u>18.36%</u> <u>Developer Upgrade</u>	<u>16.46%</u> <u>Utilities Cost</u>	<u>65.18%</u> <u>Reimbursable Total</u>
Project Management	In-house (Kramer)	41,679.23	7,653.76	6,858.83	27,166.64
Engineering & Const Admin	Mittauer & Associates/Pond	490,231.75	90,023.68	80,673.64	319,534.43
Testing - Geotechnical Borings	Cal-Tech Testing	3,650.00	670.27	600.65	2,379.08
Advertising	Coastal Newspapers/NC Record	4,289.54	787.71	705.90	2,795.93
Permitting		4,850.00	890.63	798.13	3,161.24
Utility Undergrounding	FPL	76,209.83	13,994.79	12,541.26	49,673.78
Land Surveying	LD Bradley	1,857.50	341.10	305.67	1,210.72
Construction	Pars Construction	4,122,442.85	757,024.55	678,398.49	2,687,019.81
CEI Inspection Services	England, Thims & Miller	384,603.84	70,626.70	63,291.28	250,685.86
		\$ 5,129,814.54	\$ 942,013.19	\$ 844,173.85	\$ 3,343,627.50
					Value of Land 276,250.00
					Total Allocated Reimb by BOCC 3,619,877.50
					Actual vs. allocated developer costs 32,710.82
					Total Reimbursement \$ 3,652,588.32