

PARK DONATION AGREEMENT

THIS PARK DONATION AGREEMENT (“Agreement”) is made and effective as of December 14, 2020, 2020 (the “Effective Date”), by and between **WILDLIGHT, LLC**, a Delaware limited liability company (“Donor”) and **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (“County”).

WITNESSETH:

WHEREAS, Donor is the fee simple owner of that certain parcel of land in Nassau County, Florida, containing 28.42 ± acres, including 2.59 ± acres in conservation easement, as more particularly described on **Exhibit “A”** attached hereto and shown on the map attached as **Exhibit “A-1”** (the “Property”), which is part of the master planned community known as Wildlight, within the East Nassau Community Planning Area Sector Plan as established by the County Comprehensive Plan Objective FL.13, as may be amended (the “ENCPA”);

WHEREAS, the Property is located within (i) the East Nassau Employment Center Detailed Specific Area Plan of the ENCPA as established in the DSAP Development Order approved by the County by Ordinance 2013-11, as adjusted and as may be further adjusted and amended (the “Employment Center DSAP”), (ii) the Employment Center DSAP Market Street Preliminary Development Plan approved by the County on May 13, 2015, as adjusted and as may be adjusted (the “Market Street PDP”), and (iii) the proposed Employment Center DSAP Wildlight PDP#3 Preliminary Development Plan (“PDP#3”); and

WHEREAS, the County Comprehensive Plan Recreation and Open Space and Capital Improvements Elements, Employment Center DSAP, Market Street PDP, and PDP#3 require that a parcel be conveyed to the County for recreational space, including passive and active recreational uses open to the public (the “Park”); and

WHEREAS, both parties, along with the County’s parks and recreation professional and certified planner, provided input into the conceptual site plan for the Park, which is attached hereto as **Exhibit “B”** (the “Site Plan”); and

WHEREAS, the conceptual Site Plan for the Park implements key principles of good park design, implements sound urban planning techniques, and will meet social and recreational needs of current and future residents of Nassau County; and

WHEREAS, as set forth in the conceptual Site Plan, which plan may be amended by the County in its sole discretion, the County and Donor intend for the planned Park to be developed in multiple phases with “Phase 1” to be developed contemporaneously with phase 1 of the access road on which the Park fronts and “Phase 2” to be developed contemporaneously with phase 2 of the access road on which the Park fronts; and

WHEREAS, the general location of the access road and phases are shown in the conceptual Site Plan and the typical cross-section of the access road is shown in **Exhibit “C”** (the “Access Road”); and

WHEREAS, the coordinated timing of the phased construction of the Park and Access Road are critical as the Access Road will provide ingress and egress to the Park and also critical parking for the Park; and

WHEREAS, both the Donor and the County have a vested interest in realization of a high-quality public space at the center of the ENCPA and the parties commit to working jointly in good faith to complete their respective responsibilities as more particularly set forth in this Agreement; and

WHEREAS, the County finds it is in the best interest of the public to enter into this Agreement with Donor to establish the specific terms on which the Property will be conveyed to the County.

NOW THEREFORE, in consideration of the recitals above and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, it is mutually agreed as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference.
2. Donation.

(a) Upon and subject to the terms of this Agreement, Donor agrees to donate and convey to the County and the County agrees to accept all Donor's rights, title, and interest to the Property. The closing of the conveyance of the Property ("Closing") shall take place via mail away delivery of closing documents, within one hundred eighty (180) calendar days from the date of approval of PDP#3 by the Nassau County Director of the Planning and Economic Opportunity, which actual Closing date shall be determined by the Donor and the County Manager ("Closing Date"). The County acknowledges and agrees that this Agreement and Donor's full and complete performance of its obligation to convey and perform all of its other obligations under this Agreement shall satisfy the requirement for the conveyance of a community and/or regional park site within the Employment Center DSAP, Market Street PDP, and PDP#3, including, without limitation General Condition and Commitment 6(f) of the Employment Center DSAP and Supplemental Development Standard G(a) of PDP#3.

(b) The County, at its sole cost and expense, may enter the Property to conduct inspection and planning activities, including such tests, analyses, investigations, and inspections as deemed necessary by the County to evaluate the Property's engineering, architectural, and environmental properties; zoning, zoning restrictions and land use; soil, grade, and other environmental features; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, approvals, and licenses, including any wetlands permits that may be required; and all other investigations or inspections that the County deems necessary.

(1) The County shall promptly restore any portions of the Property affected by its inspections and investigations to the condition that existed immediately prior to the inspections or investigations. To the extent permitted by applicable law and without waiving its

sovereign immunity, the County shall indemnify and save harmless the Donor, its agents, officers, and employees from any loss, damage or expense, including all costs and reasonable attorneys' fees, suffered by the Donor from any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any error, omission, or act of the County, its agents, servants, or employees in the performance of the inspections and investigations.

(2) Donor agrees that from the date this Agreement is executed by Donor, the County and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Donor shall deliver possession of the Property to County at Closing.

3. Park and Recreational Facilities Impact Fee Credits. The Donor shall be eligible to receive Park and Recreational Facilities Impact Fee credits for the donation of the Property and the construction of the trail improvement located on the Property and identified in the Exhibit A-1. The amount of Donor's Park and Recreational Facilities Impact Fee credit shall be determined in accordance with the procedures set forth in Section 34-86 of the Nassau County Code of Ordinances (the "Code") and the provisions set forth below.

(a) Within sixty (60) calendar days of the Effective Date, Donor shall deliver to the County, at Donor's expense, an appraisal of the fair market value of the Property from an MAI appraiser. The value of the Property shall be based on the land in its unimproved state at the time of its valuation. The value associated with the trail improvements shall not be included in the appraisal of the Property. The area within the Property encumbered with the conservation easement, as identified on the Site Plan, shall be excluded from the appraisal and shall not be eligible for Park and Recreational Facilities Impact Fee Credits.

(b) Within sixty (60) calendar days of the Effective Date, Donor shall deliver to County documentation of the actual cost of the trail improvements certified by a professional architect or engineer.

(c) Within thirty (30) calendar days of the final determination of the appraised value of the Property and the actual cost of the trail improvements pursuant to Section 34-86 of the Code, the County shall provide the Donor with a written confirmation of such amounts, and Donor shall receive Park and Recreational Facilities Impact Fee Credits from the County in the amount of such amounts at the time of County's written confirmation of the final amounts, which credits may be utilized by the Donor and its successors and assigns within the Employment Center DSAP. This Agreement together with such written confirmation by the County shall constitute the credit agreement contemplated by Section 34-86 of the Code.

4. Title & Survey.

(a) Attached to this Agreement as Exhibit "D" is a current title insurance commitment (the "Title Commitment") issued by Fidelity Title Insurance Company (the "Title Insurer"), covering the Property. The title policy issued for the Property at Closing shall be in an amount equal to the appraised value determined in accordance with Section 3. The cost of the Title Commitment and title insurance policy shall be borne by Donor. The Title Commitment shall

commit the Title Insurer to issue an owner's title insurance policy to the County (which shall be delivered within a reasonable time after Closing) covering the Property, reflecting title to the Property to be marketable and insurable, subject to the Permitted Encumbrances and, the standard printed exceptions contained in the title insurance policy unless otherwise addressed by the County. Donor shall execute at or prior to Closing, in favor of the Title Insurer, such affidavit or affidavits, and such other documents, acceptable to the Title Insurer as are sufficient to allow for deletion of standard exceptions from the Title Commitment other than the Permitted Encumbrances.

(1) The "Permitted Encumbrances" include the following:

i. All existing building restrictions, zoning regulations, and local laws, governing the Property and the use thereof.

ii. Items 2, 7, 8, 9, 10, 12, 15, 17, 18, 19, 24, and 25 of Schedule B-II of the Title Commitment.

(2) Donor shall satisfy the County title exceptions set forth in **Exhibit "E"** prior to Closing.

(b) Attached as **Exhibit "A-1"** is a map of the boundary of the Property performed by a professional surveyor and mapper licensed by the State of Florida. Prior to Closing, Donor shall deliver to the County a survey of the Property done in accordance with the Florida Minimum Technical Standards for Land Surveys. The map identifies, and the survey shall identify, any easements located on the Property. Unless otherwise provided herein, any specific matters shown on the survey shall be Permitted Encumbrances except to the extent such matters materially and adversely affect the County's use of the Property.

5. Prorations. All governmental and association taxes, assessments, and charges for the year of Closing shall be paid by Donor pursuant to Florida law at or before Closing.

6. Closing Procedure and Documents. At Closing:

(a) Donor shall execute and deliver or cause to be delivered to the County a general warranty deed ("Deed") in accordance with Section 689.02, Florida Statutes, conveying the fee simple title to the Property including all timber and mineral rights, in the form and content attached hereto as **Exhibit "F"**, providing that the Property shall be used solely for public park, recreation, and community uses and any related supporting infrastructure;

(b) Donor shall execute and deliver or cause to be delivered to County the temporary ingress, egress, and construction easement, as provided in Section 8(c) of this Agreement;

(c) Donor shall execute and deliver to the Title Insurer an affidavit in form and substance attached hereto as **Exhibit "G"**, confirming, among other things, that there have been no changes to the conditions of title from that shown in the Title Commitment in order for the Title Company to delete the "gap" exception;

(d) Donor shall execute and deliver instruments satisfactory to the County and the Title Insurer reflecting the proper power, good standing and authorization for the conveyance of the Property from Donor to the County hereunder;

(e) Donor shall execute and deliver to the County and the Title Insurer a FIRPTA affidavit in form and substance acceptable to the County and the Title Insurer;

(f) Donor and the County shall mutually execute and deliver to each other a closing statement in customary form;

(g) Donor shall obtain an estoppel from the East Nassau Stewardship District confirming that no assessments are due and payable as of Closing; and

(g) Donor shall execute and deliver such other documents as may be required to effectuate the purpose of this Agreement.

7. Closing Expenses. The Donor shall pay the documentary stamp tax on the Deed, the costs of the survey, its legal expenses, recording costs for the Deed, and owner's title insurance premium and search fee. The County shall pay its legal expenses, any of its Property investigation expenses, and all of its other costs associated with this transaction.

8. Donor's Construction Obligation.

(a) Donor shall design, fund, and construct the Phase 1 Access Road in accordance with the typical cross section in Exhibit "C" and applicable governmental requirements, prior to or contemporaneously with the construction of Phase 1 of the Park. As generally shown in the conceptual Site Plan, Phase 1 of the Access Road shall be constructed from the current terminus of Wildlight Avenue to past the first entrance to the Park parking area and shall include construction of the Park-side trail, Park-side on-street parking, and the extension of water, sewer, and electricity lines. Such utilities may or may not initially include a lift station for sewer service, and if a lift station is not installed, the County shall be responsible to install any temporary solution to serve the sewer needs for the Property; provided, however, that at such time as Donor installs a lift station that can reasonably serve the Property then Donor shall ensure that such lift station is sufficiently sized to provide capacity for full buildout of the Property in accordance with the conceptual Site Plan and allow the County to connect to such lift station at no cost to the County. Donor will provide a stub out for all such utilities to be extended into the Park at a mutually agreeable location as a part of the Phase 1 Access Road construction. The County shall provide written notice to Donor (the "Phase 1 Park Notice") when design work for Phase 1 of the Park is included in the County's five (5) year capital improvement plan and provide Donor with a proposed project schedule for design and construction. Within ninety (90) calendar days of receipt of the Phase 1 Park Notice, Donor shall provide the County with a project schedule for the design and construction of Phase 1 of the Access Road. Subject to Force Majeure, Donor shall timely design, fund, and construct Phase 1 of the Access Road to ensure that Phase 1 of the Access Road achieves final completion and is open for use no later than ninety (90) calendar days after the date established in the County's Phase 1 Park project schedule for completion of Phase 1 of the Park, provided that such required completion date shall not

be sooner than eighteen (18) months (i.e. 540 calendar days) after Donor's receipt of the Phase 1 Park Notice. As used herein, the term "Force Majeure" means delays in permitting or approvals beyond typical timeframes, weather delays, unavailability of labor or materials, and any other delays beyond the reasonable control of Donor.

(b) Donor shall design, fund, and construct the Phase 2 Access Road in accordance with the typical cross section in **Exhibit "C"** and applicable governmental requirements, prior to or contemporaneously with the construction of Phase 2 of the Park. As generally shown in the conceptual Site Plan, Phase 2 of the Access Road shall be constructed from the northern terminus of the Phase 1 Access Road to the northern boundary of the Property and shall include construction of the Park-side trail, Park-side on-street parking, and the extension of water, sewer, and electricity lines. Such utilities may or may not initially include a lift station for sewer service, and if a lift station is not installed, the County shall be responsible to install any temporary solution to serve the sewer needs for the Property; provided, however, that at such time as Donor installs a lift station that can reasonably serve the Property then Donor shall ensure that such lift station is sufficiently sized to provide capacity for full buildout of the Property in accordance with the conceptual Site Plan and allow the County to connect to such lift station at no cost to the County. Donor will provide a stub out for all such utilities to be extended into the Park at a mutually agreeable second location as a part of the Phase 2 Access Road construction. The County shall provide written notice to Donor (the "Phase 2 Park Notice") when design work for Phase 2 of the Park is included in the County's five (5) year capital improvement plan and provide Donor with a proposed project schedule for design and construction. Within ninety (90) calendar days of receipt of the Phase 2 Park Notice, Donor shall provide the County with a project schedule for the design and construction of Phase 2 of the Access Road. Subject to Force Majeure, Donor shall timely design, fund, and construct Phase 2 of the Access Road to ensure that Phase 2 of the Access Road achieves final completion and is open for use no later than ninety (90) days after the date established in the County's Phase 2 Park project schedule for completion of Phase 2 of the Park, provided that such required completion date shall not be sooner than eighteen (18) months (i.e. 540 calendar days) after Donor's receipt of the Phase 2 Park Notice.

(c) In order to facilitate the planning, design, and construction of the Park by the County prior to and during the Access Road construction, on the Closing Date the Donor shall provide the County with a temporary easement for ingress, egress, and construction staging from Wildlight Avenue to the first entrance to the Park parking area in the form and content attached hereto as **Exhibit "H"**. Prior to Closing, Donor shall obtain and deliver to County a legal description of such easement area. If the Phase 1 Access Road is not complete at the time of the Phase 1 Park Notice, then within one hundred eighty (180) calendar days of the Phase 1 Park Notice Donor shall ensure that a suitable stabilized and graded access route is constructed in the temporary easement to allow the County access to the Property from Wildlight Avenue.

(d) Donor's obligations for funding and construction of any improvements pursuant to this Agreement is limited to the Access Road improvements specifically described above. Donor is not responsible for funding or construction of any improvements on the Property or maintenance of the Property after Closing.

(e) Prior to commencement of construction for both the Phase 1 and Phase 2 Access Road improvements, the Donor shall provide the County with construction bonds, in a mutually acceptable form, in the amount of 125% of the engineer's estimated construction cost as certified by a Florida licensed engineer and agreed to by the County engineer. At Donor's option, the bonds may be combined into a single construction bond to be reduced upon the completion of the respective Phases. The costs of the construction bonds shall be paid by Donor. If the construction cost is increased above the engineer's estimate, it shall be the Donor's responsibility to ensure that the construction bonds are amended accordingly and a copy of the amendment forwarded to the County. The construction bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. If the surety for any bond furnished by Donor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed herein, the Donor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

10. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Donor and the County.

11. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

12. Assignability. Except as may be specifically provided in this Agreement (including Donor's right to assign park and recreation impact fee credits provided under Section 3 above), this Agreement may not be assigned by Donor or the County without the written consent of the other party.

13. Time. Time is of the essence of all provisions of this Agreement.

14. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in Nassau County.

15. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; e-mail; or Federal Express or equivalent courier service, and shall be effective only if and when

received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Donor: Wildlight, LLC
 1 Rayonier Way
 Wildlight, Florida 32097
 Attention: Wes Hinton
 Email: Wes.Hinton@wildlight.com

County: Nassau County
 96135 Nassau Place, Suite 1
 Yulee, Florida 32097
 Attention: County Administrator Manager
 Email: tpepe@nassaucountyfl.com

With a copy to: Thad Crowe
 Planning & Economic Opportunity Director
 Nassau County, Florida
 96161 Nassau Place
 Yulee, Florida 32097
 Email: tcrowe@nassaucountyfl.com

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

17. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

18. Interpretation. This Agreement has been negotiated by the parties hereto at arm's length. The parties represent and warrant to one another that each has, by counsel or otherwise, actively participated in the finalization of this Agreement, and in the event of a dispute concerning the interpretation of this Agreement, each party hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the document. Captions used in this Agreement are for convenience or reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.

19. Real Estate Commission. The County and Donor represent and warrant each to the other that neither has entered into any agreement or taken any other action which would result in a real estate brokerage commission, finder's fee or other similar charge being payable on account of the Closing of the Property. Each party hereto agrees to indemnify and hold harmless the other against any commission, fee or charge and all related costs and expenses arising out of the actions of the indemnifying party.

20. Remedies.

(a) If any party to this Agreement materially defaults under the terms hereof, then the non-defaulting party shall give the defaulting party thirty (30) calendar days' notice and a right to cure such breach with that time period.

(b) Should the Donor fail to timely cure a default in meeting their obligations set forth herein, then (i) for any default occurring before Closing, no site engineering plans or subdivision plats shall be approved within PDP #3 until and unless the default is cured or the parties agree to an alternative means for satisfying Donor's obligation for donation of a park parcel to the County, and for (ii) any default occurring after Closing, no additional development approvals or permits will be granted within the Market Street PDP or PDP#3 until and unless the default is cured and the County shall have the right to draw on the bond(s) posted by Donor in connection with the construction of the Access Road or any portion thereof. These remedies are not exclusive and the County can also seek any and all remedies available to it in law or equity.

(c) Should the County fail to timely cure a default in meeting their obligations set forth herein, Donor may seek any and all remedies available to it in law or equity.

(d) Notwithstanding the foregoing, neither party shall be liable for consequential or punitive damages under this Agreement.

23. Donor Representations and Warranties. Donor hereby represents and warrants to the County as follows (and except as specifically set forth below, the County shall accept the Property in its as is, where is, with all faults conditions):

(a) Donor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business and in good standing in Florida.

(b) Donor has the authority and power, without the necessity of consent by any person, to enter into and carry out the terms of this Agreement. The persons who have or will have executed and/or delivered this Agreement, the Deed, and any and all other instruments, affidavits, certified resolutions and any other documents shall have been duly authorized to do so.

(c) Donor has not granted to any other person or other legal entity any contract right or option whatsoever to acquire the Property or any portion or portions thereof or any interest therein, except as provided herein, in the public records, or in the Title Commitment. Donor shall not transfer or encumber any interest in the Property prior to Closing.

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Donor of any provisions of any agreement or other instrument to which it is a party or to which it may be subject although not a party, or result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Donor.

(e) Donor assumes all risk of loss or damage to the Property prior to the Closing Date and warrants that the Property shall be transferred and conveyed to the County in the same or essentially the same condition as of the date of Donor's execution of this Agreement, ordinary wear and tear excepted, and Donor shall prevent and refrain from any use of the Property for any purpose or in any manner that would diminish its market or conservation value. Donor will maintain the landscaping (if any) and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property. If the condition of the Property is materially altered by an act of God or other natural force beyond the control of Donor prior to Closing, however, the County may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement.

(f) Subject to anything disclosed by the Survey, Donor represents and warrants that there are no parties other than Donor in occupancy or possession of any part of the Property.

(g) Donor warrants to the best of Donor's knowledge and except as known by the County that there are no private or governmental actions, suits, proceedings, or investigations pending against Donor or the Property which could have an adverse effect on the Property.

24. County Representations and Warranties. The County represents and warrants to Donor that the County has approved this Agreement and the authority and power, without the necessity of consent by any person, entity or body, to enter into and carry out the terms of this Agreement and this Agreement is valid and binding on the County.

25. Survival. The terms and conditions of this Agreement shall survive Closing, provided that Donor's representations and warranties shall only survive for a period of two (2) years

26. **WAIVER OF TRIAL BY JURY. BUYER AND SELLER HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE, OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF THE RIGHT TO A TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY BUYER AND SELLER. BUYER AND SELLER HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. BUYER AND SELLER FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE, OR AGENT OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE, TO BUYER OR SELLER OR TO ANY AGENT OR REPRESENTATIVE OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF THE RIGHT TO A JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS, AND/OR**

MODIFICATIONS TO THIS AGREEMENT. THIS SECTION SHALL SURVIVE CLOSING.

[Signatures commence on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.

DONOR:

WILDLIGHT, LLC

By: [Signature]
Name: Wes Hinton
Title: Vice President
Date: 2/9/21

[Signature]
Witness as to Donor

John R. Campbell
Printed Name

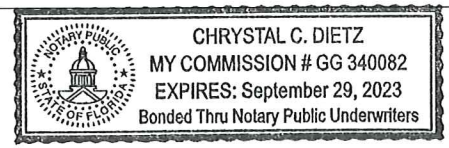
[Signature]
Witness as to Donor

Chrystal C. Dietz
Printed Name

STATE OF FL)
COUNTY OF Duval)

This instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of Feb, 2021 by Wes Hinton, as Vice President of Wildlight LLC, on its behalf, who is personally known to me or has produced [Signature] as identification.

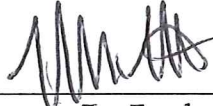
By: [Signature]
Notary Public, State of Florida
Print:

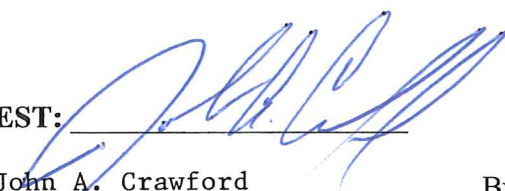


COUNTY:

NASSAU COUNTY, FLORIDA

A political subdivision of the State of Florida

By: 
 Name: Thomas R. Ford
 Title: Chairman
 Date: 12-14-20

ATTEST: 
 By: John A. Crawford
 Deputy Clerk
 Ex-Officio Clerk

MES
12-15-20

Legally Sufficient:
 By: 
 County Attorney
 Date: 12-14-20

EXHIBIT "A"
TO PARK DONATION AGREEMENT

PROPERTY

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 41, Township 3 North, Range 26 East and being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, and Part of Tract 5 as shown on plat of East Nassau – Wildlight Phase 1c-West as recorded in Plat Book 2239, Pages 1149 and 1150 of the Public Records of Nassau County, Florida, all in Nassau County, Florida, and being more particularly described as follows:

Begin at the Southeast corner of Tract 5, as shown on the plat of East Nassau - Wildlight Phase 1c-West, recorded in Plat Book 2239, Pages 1149 and 1150 of the public records of Nassau County, Florida said point also being on the Northwestern Right of Way line of Curiosity Avenue (90 foot Right of Way); thence on the Easterly line of said Tract 5 said line also being the Westerly line of those land described in Official Record Book 1927, page 111 of the public records of Nassau County, Florida, N 47°17'21" W, a distance of 333.90 feet to the Northeast corner of said Tract 5; thence departing said Easterly line and continue on said Westerly line for the next 2 courses, N 75°33'39" W, a distance of 186.91 feet; thence N 25°47'37" E, a distance of 113.92 feet to a point on the Westerly line of Conservation Easement 1 as recorded in Official Record Book 1987, page 1525 of aforesaid public records; thence departing said Westerly line and on said Westerly line for the next 3 courses, S 72°43'28" W, a distance of 63.48 feet; thence N 73°55'16" W, a distance of 79.40 feet; thence N 51°03'46" W, a distance of 33.98 feet to the Northwest of said Conservation Easement 1 said point also being the Southwest corner of Conservation Easement 4A as recorded in Official Record Book 2215, page 1508 of aforesaid public records; thence departing said Westerly line and on said Westerly line for the next 16 courses, N 67°26'38" W, a distance of 79.23 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and a central angle of 26°46'19"; thence on the arc of said curve a distance of 11.68 feet said arc being subtended by a chord which bears N 54°03'29" W, a distance of 11.58 feet to the curves end; thence N 40°40'19" W, a distance of 15.46 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and a central angle of 27°30'02"; thence on the arc of said curve a distance of 12.00 feet said arc being subtended by a chord which bears 26°55'18" W, a distance of 11.88 feet to the curves end; thence N 13°10'17" W, a distance of 84.92 feet; thence N 39°13'48" E, a distance of 122.41 feet; thence N 83°42'41" E, a distance of 145.25 feet; thence N 51°53'36" E, a distance of 60.99 feet; thence N 05°39'57" W, a distance of 60.28 feet; thence N 41°54'07" W, a distance of 157.67 feet; thence N 11°08'51" W, a distance of 12.80 feet; thence N 27°34'17" W, a distance of 99.78 feet; thence N 07°53'43" W, a distance of 90.96 feet; thence N 51°36'02" W, a distance of 161.30 feet; thence N 05°17'06" E, a distance of 111.56 feet; thence N 44°50'53" E, a distance of 415.60 feet to the Northwest corner of said Conservation Easement 4A; thence departing said Westerly line, S 81°47'56" W, a distance of 297.88 feet; thence S 81°54'34" W, a distance of 294.80 feet; thence S 81°54'06" W, a distance of 230.95 feet; thence S 80°27'54" W, a distance of 149.71 feet; thence S 77°04'11" W, a distance of 142.87 feet to the beginning of a curve, concave Northeast, having a radius of 1160.00 feet and a central angle of 52°30'58"; thence on the arc of said curve a distance of 1063.23 feet said arc being subtended by a chord which bears S 09°23'46" E, a distance of 1026.40 feet to the curves end; thence S 35°39'15" E, a distance of 469.37 feet; thence N 71°41'46" E, a distance of 296.15 feet to the beginning of a curve, concave Northwest, having a radius of 115.00 feet and a central angle of 46°46'06"; thence on the arc of said curve a distance of 93.87 feet said arc being subtended by a chord which bears N 48°18'43" E, a distance of 91.29 feet to the curves end; thence N 24°55'40" E, a distance of 156.48 feet; thence S 84°40'05" E, a distance of 120.72 feet; thence S 50°32'59" E, a distance of 90.51 feet; thence S 75°33'39" E, a distance of 174.32 feet; thence S 47°17'21" E, a distance of 309.20 feet to a point on the aforesaid Northwestern Right of Way line of Curiosity Avenue said point being on a curve, concave Southeast, having a radius of 1548.00 feet and a central angle of 1°54'15"; thence on said Northwestern Right of Way line and on the arc of said curve a distance of 51.45 feet said arc being subtended by a chord which bears N 56°19'21" E, a distance of 51.44 feet to the Point of Beginning.

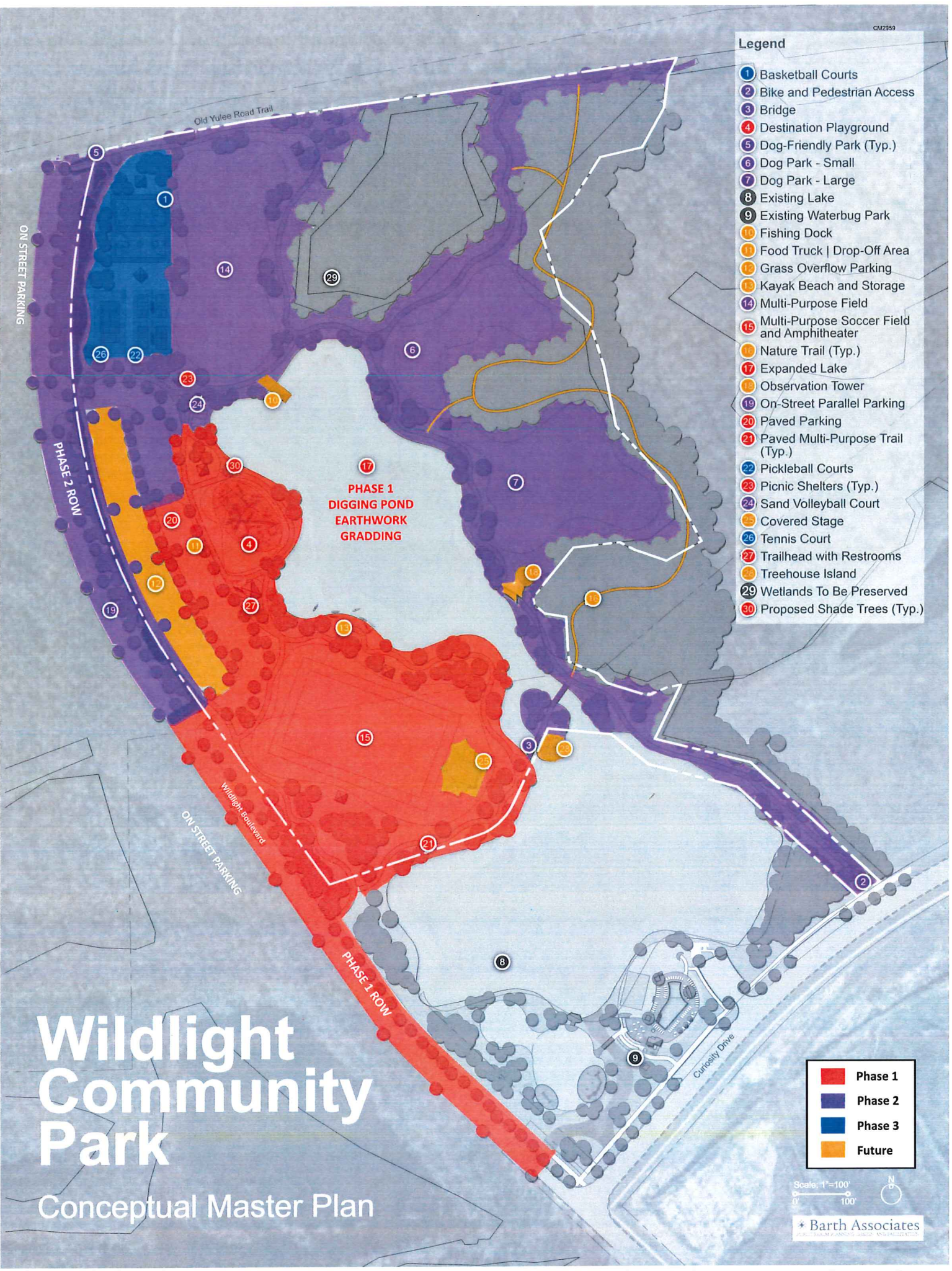
EXHIBIT "A-1"
TO PARK DONATION AGREEMENT

MAP SHOWING SKETCH & DESCRIPTION

EXHIBIT "B"
TO PARK DONATION AGREEMENT

SITE PLAN

- Legend**
- 1 Basketball Courts
 - 2 Bike and Pedestrian Access
 - 3 Bridge
 - 4 Destination Playground
 - 5 Dog-Friendly Park (Typ.)
 - 6 Dog Park - Small
 - 7 Dog Park - Large
 - 8 Existing Lake
 - 9 Existing Waterbug Park
 - 10 Fishing Dock
 - 11 Food Truck | Drop-Off Area
 - 12 Grass Overflow Parking
 - 13 Kayak Beach and Storage
 - 14 Multi-Purpose Field
 - 15 Multi-Purpose Soccer Field and Amphitheater
 - 16 Nature Trail (Typ.)
 - 17 Expanded Lake
 - 18 Observation Tower
 - 19 On-Street Parallel Parking
 - 20 Paved Parking
 - 21 Paved Multi-Purpose Trail (Typ.)
 - 22 Pickleball Courts
 - 23 Picnic Shelters (Typ.)
 - 24 Sand Volleyball Court
 - 25 Covered Stage
 - 26 Tennis Court
 - 27 Trailhead with Restrooms
 - 28 Treehouse Island
 - 29 Wetlands To Be Preserved
 - 30 Proposed Shade Trees (Typ.)



Wildlight Community Park

Conceptual Master Plan

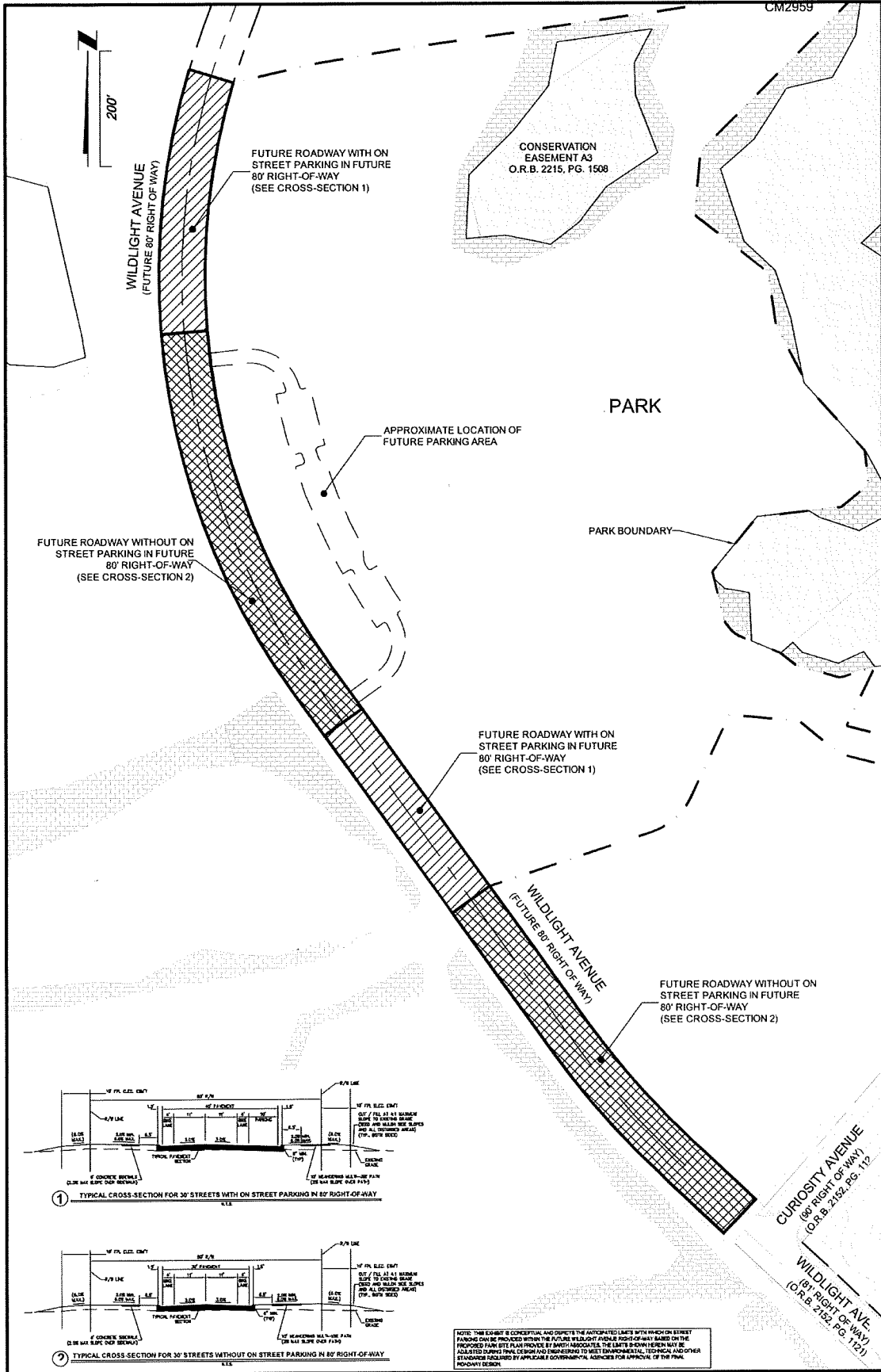
	Phase 1
	Phase 2
	Phase 3
	Future

Scale: 1"=100'
 0 100'

Barth Associates
 PUBLIC PLANNING AND ARCHITECTURE

EXHIBIT "C"
TO PARK DONATION AGREEMENT

ACCESS ROAD CROSS SECTIONS



CM2959
 PLOTTED: November 12, 2020 - 10:19 AM, BY: Zach Brecht
 F:\2019\19-239-01 - Royamer Work\19-239-01-008 - New PDP\LandDev\Design\Prints\Exhibits\Park_Roadway Exhibit.dwg

ETM
 VISION - EXPERIENCE - RESULTS
 ENGLAND - THIMS & MILLER, INC.
 14775 Old St. Augustine Road, Jacksonville, FL 32258
 TEL: (904) 642-8900, FAX: (904) 646-9485
 REG - 2584 LC - 0000316

RIGHT-OF-WAY EXHIBIT

WILDLIGHT AVENUE EXTENSION
 FOR
RAYDIENT PLACES + PROPERTIES

ETM NO. 19-239-08
DRAWN BY: JZB
DATE: NOVEMBER 12, 2020
DRAWING NO. A

EXHIBIT "D"
TO PARK DONATION AGREEMENT

TITLE COMMITMENT

Transaction Identification Data for reference only:

Gunster, Yoakley & Stewart, P.A.
225 Water Street, Suite 1750,
Jacksonville, FL 32202
ALTA Universal ID:
LOAN ID Number:
Issuing Office File Number: Wildlight Park
(Use for AgentTRAX documents)
Property Address:
Curiosity Ave, Yulee, FL
Order No.: 8953807
Revision Number: Rev1 12.02.20 (maz)

Commonwealth Land Title Insurance Company

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: 11/13/2020 at: 8:00 AM
2. Policy or Policies to be issued:
 - A. ALTA Owners 2006 with Florida Modifications
Proposed Insured: Nassau County, Florida
Proposed Amount of Insurance: \$1,000.00
3. The estate or interest in the Land described or referred to in this Commitment is (Identify estate covered, i.e., fee, leasehold, etc.):

Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Commitment Date vested in:

Wildlight LLC, a Delaware limited liability company by virtue of Special Warranty Deeds recorded December 27, 2016 in Official Records Book [2090, page 1653](#), in the public records of Nassau County, Florida. (Underlying Parcels 2 & 4)

Wildlight Residential Association Inc., a Florida not for profit corporation by virtue of Special Warranty Deed recorded October 4, 2019 in Official Records Book [2309, page 1342](#), in the public records of Nassau County, Florida. (Tract 5, East Nassau - Wildlight Ph 1c-West Plat Book [2239-1149](#))

East Nassau Stewardship District, a local unit of special-purpose government by virtue of Special Warranty Deed recorded May 7, 2020 in Official Records Book [2359, page 1071](#), in the public records of Nassau County, Florida. (25' Trail Easement 1; 15' Trail Easement 1; Trail Easement 4; Pond Tract 1, East Nassau - Wildlight Ph 1c-West Plat Book [2239-1149](#))

East Nassau Stewardship District, a local unit of special-purpose government by virtue of Special Warranty Deed recorded May 7, 2020 in Official Records Book [2359, page 1080](#). (15' Trail Easement 2; 50' Trail Easement; Trail Easement 5)
5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

SCHEDULE A (Continued)
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Countersigned:

BY: _____
Authorized Officer or Agent

**SCHEDULE B SECTION I
REQUIREMENTS**
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

The following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Duly executed Warranty Deed from Wildlight Residential Association Inc., a Florida not for profit corporation, Grantor, to Wildlight LLC, a Delaware limited liability company, Grantee, conveying that portion of the lands lying within the land described on Schedule A hereof.

The Company will require the following as to Wildlight Residential Association Inc., a Florida not for profit corporation East Nassau Stewardship District, a local unit of special-purpose government, a Florida non-profit corporation:

- i. Proof that the corporation was in existence in its state of organization at the time it acquired title and that the corporation is currently in good standing.
 - ii. Certified copies of the Articles of Incorporation and Bylaws must be furnished and show that the same do not prohibit the proposed transaction to be insured.
 - iii. Resolution of the Board of directors: (a) authorizing the conveyance of real property (or the borrowing of money and mortgaging of real property as security therefore); (b) designating appropriate officers to execute same; (c) reciting that all provisions in the articles of incorporation and bylaws pertaining to the conveyance/mortgaging of real property have been met; and (d) either reciting that the proposed conveyance is not a conveyance of all or substantially all of the assets of the corporation or reciting that approval of the members has been obtained in compliance with Florida Statutes.
 - iv. Said Deed must be duly executed in accordance with the Board of Directors' resolution, articles of incorporation and bylaws, with the resolution attached thereto.
- B. Duly executed Warranty Deed from the East Nassau Stewardship District, a local unit of special-purpose government, Grantor, to Wildlight LLC, a Delaware limited liability company, Grantee, conveying that portion of the lands lying within the land described on Schedule A hereof.
- 1) Said deed to be executed in accordance with the provisions of a Resolution from the Board of Supervisors for the East Nassau Stewardship District, approving the sale, and confirming the authority of the signatory to sign the deed, and other closing documents on behalf of the East Nassau Stewardship District.
 - 2) **Said deed to include a provision by which the East Nassau Stewardship District, a local unit of special-purpose government, states that it does not reserve any interest in or title to any phosphate, minerals, metals, or petroleum that are or may be in, on, or**

**SCHEDULE B SECTION I
Requirements continued**

under the land conveyed thereby, or any right to mine or develop the same, as provided for in FS 270.11.

- C. Duly executed Warranty Deed from Wildlight LLC, a Delaware limited liability company, Grantor, to Nassau County, Florida, Grantee, conveying the land described on Exhibit A hereof.

The Company will require the following as to Wildlight LLC, a Delaware limited liability company: ("LLC"):

- i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.
- ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.
- iii. Record an affidavit from the person executing the proposed deed on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member-managed or manager-managed; (c) the identity of the member or manager and the person authorized to execute the deed; and (d) neither the LLC nor any member signing the deed have filed bankruptcy since the LLC acquired title.
- iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.

5. Proof of payment of any outstanding assessments in favor of Nassau County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Nassau County, Florida, any special taxing district and any municipality.

6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

7. An Affidavit in form acceptable to Commonwealth Land Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating: (1) that there are no parties in possession of the subject property other than said current record owner(s); (2) that there are no encumbrances upon the subject property other than as may be set forth in this Commitment and (3) there are no unrecorded assessments which are due and payable to Nassau County, Florida, and if located within a municipality, service charges for water, sewer, waste and gas, if any, are in fact paid through the date of this Affidavit; and (4) that there have been no improvements made to or upon the subject property within the ninety (90) day period last past (from the date of such affidavit) for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to Commonwealth Land Title

SCHEDULE B SECTION I
Requirements continued

Insurance Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.

8. Termination of, or transfer to, Wildlight LLC, prior to transfer of the insured land to the proposed insured, by documentation acceptable to the Company, of the following:

Hunting License and Bee Lease Agreements and any other interest of tenants in possession, as set under Exhibit B of Special Warranty Deed recorded December 27, 2016 in Official Records Book [2090](#), page [1653](#). (NA to East Nassau Wildlight Ph 1c-West PB [2239-1149](#))

9. Furnish proof, satisfactory to the Company, that all special assessments imposed by the East Nassau Stewardship District have been paid in full, and that there are no delinquencies.
10. The Proposed Policy Amount(s) must be disclosed to the Company, and subject to approval by the Company, entered as the Proposed Policy Amount. An owner's policy should reflect the purchase price or full value of the Land. A loan policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
11. Intentionally deleted.
12. Intentionally deleted.

NOTE: Taxes for the year 2020 have been paid under Acct No [39-2N-26-0000-0001-0070](#) in the gross amount of \$2,463.13; Assessed Value \$154,314.00; Homestead Exemption is not allowed.

NOTE: Taxes for the year 2020 have been paid under Acct No [41-3N-26-0000-0001-0060](#) in the gross amount of \$1,172.82; Assessed Value \$73,477.00; Homestead Exemption is not allowed

END OF SCHEDULE B SECTION I

**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared 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 hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
 - A. 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.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

4. Intentionally deleted.
5. Intentionally deleted.
6. Intentionally deleted.

**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

7. Matters contained in that certain Long Term Master Plan Conversion Agreement for East Nassau Comprehensive Planning Area recorded in August 9, 2011 Official Records Book [1750, page 809](#).
8. Matters contained in that certain Nassau County Ordinance No. 2013-11, being a Development Order for the East Nassau Employment Center recorded July 5, 2013 in Official Records Book [1866, page 438](#), as amended by Adjustment recorded July 23, 2015 in Official Records Book [1993, page 44](#).
9. East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement recorded July 10, 2013 in Official Records Book [1866, page 1416](#), and as amended by instrument recorded July 23, 2015 in Official Records Book [1993, page 22](#).
10. Underground Easement (Business) in favor of Florida Power & Light Company as set out in instrument recorded July 25, 2016 in Official Records Book [2060, page 1557](#).
11. Intentionally deleted.
12. Notice of Creation and Establishment of the East Nassau Stewardship District as set out in instrument recorded June 30, 2017 in Official Records Book [2130, page 727](#).
13. Intentionally deleted.
14. Intentionally deleted.
15. Grant of Easement in favor of Comcast of Florida /Georgia / Illinois / Michigan, LLC as set out in instrument recorded February 9, 2018 in Official Records Book [2176, page 356](#).
16. Intentionally deleted.
17. Deed Conservation Easement Third Party Beneficiary Rights to USACE and Passive Recreational Uses as set out in instrument recorded August 2, 2018 in Official Records Book [2215, page 1508](#), as affected by Quit Claim Deeds recorded July 5, 2018 in Official Records Book [2207, page 72](#), and Official Records Book [2207, page 1962](#).
18. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of East Nassau - Wildlight Phase 1c-West, recorded November 28, 2018 in Official Records Book [2239, page 1149](#).
19. Terms and conditions of Declaration of Restricted Use and Right of First Offer as set out in instrument recorded December 26, 2018 in Official Records Book [2245, page 1150](#).
20. True-Up Agreement Series 2018 Special Assessments recorded January 9, 2019 in Official Records Book [2247, page 1731](#).
21. Collateral Assignment and Assumption of Development Rights Series 2018 Bonds recorded January 9, 2019 in Official Records Book [2247, page 1743](#).
22. Declaration of Consent to Jurisdiction of the East Nassau Stewardship District and to Imposition of Series 2018 Special Assessments recorded January 9, 2019 in Official Records Book [2247, page 1757](#).

**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

23. Notice of Series 2018 Special Assessments East Nassau Stewardship District recorded January 9, 2019 in Official Records Book [2247, page 1762](#).
24. Master Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the East Nassau Stewardship District recorded May 7, 2019 in Official Records Book [2272, page 1300](#); Supplemental Disclosure of Public Financing recorded May 7, 2019 in Official Records Book [2272, page 1445](#).
25. Declaration of Grocery Supermarket Restriction by and between Wildlight LLC, et al, and Public Super Markets, Inc. as set out in instrument recorded September 26, 2019 in Official Records Book [2307, page 1042](#).
26. Terms, conditions, and reservations of easements in Special Warranty Deed by and between Wildlight LLC, a Delaware limited liability company, in favor of East Nassau Stewardship District, a local unit of special-purpose government recorded May 7, 2020 in Official Records Book [2359, page 1071](#). **NOTE: This exception will be omitted upon compliance with Schedule B-I Item 4A herein.**
27. Terms, conditions, reservations of easements, to include an automatic reverter in Special Warranty Deed by and between Wildlight LLC, a Delaware limited liability company, in favor of East Nassau Stewardship District, a local unit of special-purpose government recorded May 7, 2020 in Official Records Book [2359, page 1080](#). **NOTE: This exception will be omitted upon compliance with Schedule B-I Item 4B herein.**

NOTE:

Matters contained in that certain Notice of Department of the Army Permit recorded December 18, 2015 in Official Records Book [2019, page 1437](#).

Recorded Notice of Environmental Resource Permit recorded December 22, 2015 in Official Records Book [2020, page 285](#).

Recorded Notice of Environmental Resource Permit as set out in instrument recorded April 13, 2016 in Official Records Book [2039, page 1684](#).

Recorded Notice of Environmental Resource Permit as set out in instrument recorded June 20, 2017 in Official Records Book [2127, page 1743](#).

Recorded Notice of Environmental Resource Permit as set out in instrument recorded June 20, 2017 in Official Records Book [2127, page 1746](#).

Recorded Notice of Environmental Resource Permit recorded September 11, 2018 in Official Records Book [2222, page 965](#).

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

**SCHEDULE B SECTION II
EXCEPTIONS**
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

NOTE: All recording references in this form shall refer to the public records of Nassau County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Commonwealth Land Title Insurance Company, 6420 Southpoint Parkway Suite 100, Jacksonville, FL 32216; Telephone 904-633-9494.

Searched By: Malinda Zeidman

END OF SCHEDULE B SECTION II

EXHIBIT "A"

Wildlight Park

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 41, Township 3 North, Range 26 East and being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, and Part of Tract 5 as shown on plat of East Nassau - Wildlight Phase 1c-West as recorded in Plat Book 2239, pages 1149 and 1150 of the Public Records of Nassau County, Florida, all in Nassau County, Florida, and being more particularly described as follows:

Begin at the Southeast corner of Tract 5, as shown on the plat of East Nassau - Wildlight Phase 1c-West, recorded in Plat Book 2239, pages 1149 and 1150 of the public records of Nassau County, Florida said point also being on the Northwestern Right of Way line of Curiosity Avenue (90 foot Right of Way); thence on the Easterly line of said Tract 5 said line also being the Westerly line of those land described in Official Record Book 1927, page 111 of the public records of Nassau County, Florida, N 47°17'21" W, a distance of 333.90 feet to the Northeast corner of said Tract 5; thence departing said Easterly line and continue on said Westerly line for the next 2 courses, N 75°33'39" W, a distance of 186.91 feet; thence N 25°47'37" E, a distance of 113.92 feet to a point on the Westerly line of Conservation Easement 1 as recorded in Official Record Book 1987, page 1525 of aforesaid public records; thence departing said Westerly line and on said Westerly line for the next 3 courses, S 72°43'28" W, a distance of 63.48 feet; thence N 73°55'16" W, a distance of 79.40 feet; thence N 51°03'46" W, a distance of 33.98 feet to the Northwest of said Conservation Easement 1 said point also being the Southwest corner of Conservation Easement 4A as recorded in Official Record Book 2215, page 1508 of aforesaid public records; thence departing said Westerly line and on said Westerly line for the next 16 courses, N 67°26'38" W, a distance of 79.23 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and a central angle of 26°46'19"; thence on the arc of said curve a distance of 11.68 feet said arc being subtended by a chord which bears N 54°03'29" W, a distance of 11.58 feet to the curves end; thence N 40°40'19" W, a distance of 15.46 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and a central angle of 27°30'02"; thence on the arc of said curve a distance of 12.00 feet said arc being subtended by a chord which bears N 26°55'18" W, a distance of 11.88 feet to the curves end; thence N 13°10'17" W, a distance of 84.92 feet; thence N 39°13'48" E, a distance of 122.41 feet; thence N 83°42'41" E, a distance of 145.25 feet; thence N 51°53'36" E, a distance of 60.99 feet; thence N 05°39'57" W, a distance of 60.28 feet; thence N 41°54'07" W, a distance of 157.67 feet; thence N 11°08'51" W, a distance of 12.80 feet; thence N 27°34'17" W, a distance of 99.78 feet; thence N 07°53'43" W, a distance of 90.96 feet; thence N 51°36'02" W, a distance of 161.30 feet; thence N 05°17'06" E, a distance of 111.56 feet; thence N 44°50'53" E, a distance of 415.60 feet to the Northwest corner of said Conservation Easement 4A; thence departing said Westerly line, S 81°47'56" W, a distance of 297.88 feet; thence S 81°54'34" W, a distance of 294.80 feet; thence S 81°54'06" W, a distance of 230.95 feet; thence S 80°27'54" W, a distance of 149.71 feet; thence S 77°04'11" W, a distance of 142.87 feet to the beginning of a curve, concave Northeast, having a radius of 1160.00 feet and a central angle of 52°30'58"; thence on the arc of said curve a distance of 1063.23 feet said arc being subtended by a chord which bears S 09°23'46" E, a distance of 1026.40 feet to the curves end; thence S 35°39'15" E, a distance of 469.37 feet; thence N 71°41'46" E, a distance of 296.15 feet to the beginning of a curve, concave Northwest, having a radius of 115.00 feet and a central angle of 46°46'06"; thence on the arc of said curve a distance of 93.87 feet said arc being subtended by a chord which bears N 48°18'43" E, a distance of 91.29 feet to the curves end; thence N 24°55'40" E, a distance of 156.48 feet; thence S 84°40'05" E, a distance of 120.72 feet; thence S 50°32'59" E, a distance of 90.51 feet; thence S 75°33'39" E, a distance of 174.32 feet; thence S 47°17'21" E, a distance of 309.20 feet to a point on the aforesaid Northwestern Right of Way line of Curiosity Avenue said point being on a curve, concave Southeast, having a radius of 1548.00 feet and a central angle of 1°54'15"; thence on said Northwestern Right of Way line and on the arc of said curve a distance of 51.45 feet said arc being

Exhibit "A" continued

subtended by a chord which bears N 56°19'21" E, a distance of 51.44 feet to the Point of Beginning.

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ALTA Commitment (6-17-06)



EXHIBIT "E"
TO PARK DONATION AGREEMENT

COUNTY TITLE EXCEPTIONS

At Closing, Donor shall (i) satisfy all requirements on Schedule B-I of the Title Commitment, (ii) cause the Title Company to take no exception for items 1, 3, 26, and 27 on Schedule B-II of the Title Commitment, and (iii) take the following actions with regard to the noted matters on Schedule B-II of the Title Commitment:

20. Donor shall use good faith efforts to remove the Property from the noted agreement.
21. Donor shall use good faith efforts to remove the Property from the noted agreement.
22. Donor shall use good faith efforts to remove the Property from the noted agreement.
23. Donor shall use good faith efforts to remove the Property from the noted agreement.

If the Donor cannot satisfy any of the above items prior to Closing then such matters shall be Permitted Encumbrances at Closing but Donor shall continue to use good faith efforts to satisfy the above items within 365 days of Closing.

EXHIBIT "F"
TO PARK DONATION AGREEMENT

DEED

PREPARED BY AND RETURN TO:
SPENCER N. CUMMINGS, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FL 32202

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED is made and executed as of the ____ day of _____, 2020, by **WILDLIGHT LLC**, a Delaware limited liability company ("Grantor"), whose address is One Rayonier Way, Yulee, Florida 32097, to **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Grantee").

WITNESSETH:

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, all of the real property in Nassau County, Florida, more particularly described on **Exhibit "A"** attached hereto and made a part of this Deed (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property and subject to the restrictions, easements, agreements, reservations and other matters set forth on **Exhibit "B"** attached hereto and made a part hereof and other matters of record (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the same in fee simple forever.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Property in fee simple, that the Grantor has good right and lawful authority to sell and convey said Property, and hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever and that said land is free of all encumbrances, except taxes accruing for the year 20__ and subsequent years.

Grantee shall occupy and use the Property solely for public park, recreation, and community uses and any related supporting infrastructure.

[Signature on following page]

IN WITNESS WHEREOF, the Grantor has caused this General Warranty Deed in favor of Grantee to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers hereunto duly authorizes, the day, month, and year first written above.

Signed, sealed and delivered in the presence of:

GRANTOR:

WILDLIGHT LLC, a Delaware limited liability company

(Print Name)

By: _____
Name: _____
Title: _____

(Print Name)

STATE OF FLORIDA)
)SS
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2020, by _____, the _____ of **WILDLIGHT LLC**, a Delaware limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

EXHIBIT "A" TO THE DEED

PROPERTY

EXHIBIT "B" TO THE DEED

PERMITTED EXCEPTIONS

[See Purchase Agreement Section 4(a)]

EXHIBIT "G"
TO PARK DONATION AGREEMENT

OWNER'S AFFIDAVIT

STATE OF FLORIDA)
) SS
COUNTY OF NASSAU)

Before me, the undersigned authority, this day personally appeared John R. Campbell ("Affiant"), who being by me first duly sworn, deposes and says:

1. Affiant is the Vice President of Wildlight LLC, a Delaware limited liability company ("Owner"), and is authorized to make this Affidavit on behalf of Owner.

2. Affiant states that Owner is the owner of that certain real property located in Nassau County, Florida, which is more particularly described on **Exhibit "A"** attached hereto (the "Property").

3. Affiant states that there have been no documents entered into and/or recorded by the Owner in the public records of Nassau County, Florida, not listed in those certain Title Commitment issued by _____ dated _____, Order No. _____ (the "Commitment"), which affect title to the Property.

4. Affiant states Owner is not indebted to anyone for the Property, except as reflected in the Commitment.

5. Affiant states there are no outstanding rights or claims of any parties in possession of the Property not shown on the public records of Nassau County, Florida, or in the Commitment.

6. Affiant states there are no construction, materialmen's or laborers' liens against the Property, or any part thereof, which liens would have been created or incurred by virtue of an obligation of Owner and Owner has not performed or caused to be performed any work on the Property within the last 90 calendar days the cost of which remains unpaid or for which satisfactory arrangements for the payment of such costs have not been made.

7. The Owner does hereby agree to indemnify, defend and hold harmless _____ Title Insurance Company from and against any and all loss, cost, damage and expense of every kind, including attorneys' fees, which said parties shall or may suffer or become liable for on account of reliance on the statements made herein.

[Remainder of page intentionally left blank.]

Dated as of the _____ day of _____, 2020.

AFFIANT:

John R. Campbell

Sworn to and subscribed before me by means of [] physical presence or [] online notarization this _____ day of _____, 2020, by _____, who is personally known to me or who has produced _____ as identification..

(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

EXHIBIT "A" TO THE OWNER'S AFFIDAVIT
PROPERTY

EXHIBIT "H"
TO PARK DONATION AGREEMENT

TEMPORARY EASEMENT

This **TEMPORARY EASEMENT** ("Easement") is made and entered into this ____ day of _____, 202_, by **WIDLIGHT LLC**, a Delaware limited liability company ("**Grantor**"), and **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida ("**Grantee**").

RECITALS

A. Grantor is the owner of that certain trail road property located in Nassau County, Florida more particularly shown on the attached **Exhibit "A"** (the "Easement Area").

B. Grantee is the owner of that certain property located in Nassau County, Florida more particularly described on the attached **Exhibit "B"** (the "Property").

C. Grantor intends to grant a non-exclusive construction access easement to Grantee over, on, upon and across the Easement Area for the benefit of the Property.

NOW, THEREFORE, in consideration of the covenants, promises, terms and conditions set forth in this Easement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Grantee agree as follows:

1. **Grant of Easement.** Subject to the terms hereinafter set forth, Grantor hereby grants to Grantee a temporary non-exclusive construction access easement across, over, on and upon the Easement Area for the benefit of the Property.

2. **Limitations on Easement.** This Easement is limited to the purposes stated herein and does not convey any other right, claim to, or interest in the Easement Area.

3. **Coordination of Traffic.** The Grantor shall have authority to coordinate and direct the traffic traveling the Easement Area. Grantor is not obligated to coordinate and direct traffic and shall not be liable for any accidents occurring within the Easement Area.

4. **Maintenance of Easement Area.** To the extent any use of this Easement creates damage to the Easement Property, Grantee shall promptly repair, at its expense, any such damage.

5. **Indemnification.** By acceptance of the easement rights granted hereby, Grantee assumes all risk for use of the Easement Area and, to the extent permitted by applicable law and without waiving its sovereign immunity, agrees to indemnify, defend, and hold harmless Grantor and its successors, assigns, heirs, partners, shareholders, directors, officers, employees, agents, and affiliates from and against any loss, liability, damage, claim, cost or expense incurred, including reasonable attorneys' fees at the trial level or on appeal, arising out of any activities on the Easement

Area by Grantee or any of its contractors, suppliers, subcontractors, agents, employees, guests or invitees. Grantee specifically acknowledges that overhead electric transmission lines may be located within the Easement Area and in the vicinity of the Easement Area and Grantee assumes all risk of injury or damage in connection therewith and their use shall be subject to all restrictions and provisions of any such electric easements. Provided however, nothing in this Easement shall be deemed as a waiver of immunity or limits of liability of any governmental entity that assumes such maintenance responsibility beyond any statutory limited waiver of immunity or limits of liability that have been adopted by the Florida Legislature in section 768.28, Florida Statutes, or other statutes, and nothing in this Easement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. This Section 5 shall survive termination of the Easement.

6. **Successors and Assigns.** The easement rights and obligations granted hereby shall be binding upon Grantor and Grantee and their respective successors, heirs, and assigns. Grantee shall not assign this Easement without the prior written consent of Grantor, which may be granted or withheld in Grantor's sole and absolute discretion. Notwithstanding the foregoing, Grantee may allow contractors and other parties performing work on the Property to utilize this easement for such purposes. This Easement shall not be recorded.

7. **Modification.** This Easement may be modified or amended only upon the written consent of Grantor and Grantee.

8. **Severability.** In the event any provision of this Easement shall be determined to be void, unlawful or otherwise unenforceable, such provision shall be deemed severable from this remainder of this Easement, and this Easement as so modified shall continue to be in full force and effect.

9. **Attorneys Fees and Costs.** In the event of any litigation with respect to the rights and obligations of the parties to this Easement, each party shall be responsible for payment and costs of its own attorneys and any associated costs of such litigation incurred by such party.

10. **Termination.** This Easement shall automatically terminate at such time as the Easement Area is dedicated to or otherwise acquired by the public, including, without limitation, any plat dedicating the Easement Area to the public. Such termination shall be automatic and occur without the necessity of any documentation, but Grantee shall execute any documentation requested by Grantor to evidence such termination.

11. **Relocation.** Grantor shall have the right to relocate the easement granted by this Easement from time to time by written notice to Grantee, which relocation shall be effective as of delivery of such notice, provided that Grantee is provided with substitute construction access. Notwithstanding the automatic nature of such relocation, Grantee nevertheless agrees to execute any documentation requested by Grantor to evidence a relocation pursuant to this Section 11.

{This space intentionally left blank}

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Easement as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

Name Printed: _____

Name Printed: _____

Name Printed: _____

Name Printed: _____

WILDLIGHT, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

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

By: _____
Name: _____
Its: _____

EXHIBIT "A" TO EASEMENT

EASEMENT AREA

EXHIBIT "B" TO EASEMENT
PROPERTY