

MENTORIA ROAD

Inst: 202145042843 Date: 11/17/2021 Time: 3:09PM
Page 1 of 23 B: 2514 P: 1548, Doc Type: AGR
John A. Crawford, Clerk of Court, Nassau County,
By: RG, Deputy Clerk

After recording return to:

Nassau County School District
Office of the Superintendent
1201 Atlantic Avenue
Fernandina Beach, FL 32034

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

Application Number: 2021SCR0021

Project Name: Mentoria Road

**PUBLIC SCHOOL CONCURRENCY
PROPORTIONATE SHARE MITIGATION AGREEMENT**

THIS PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT (“Agreement”), is entered into by and between THE SCHOOL DISTRICT OF NASSAU COUNTY, a body corporate and political subdivision of the State of Florida, hereinafter referred to as “School District;” NASSAU COUNTY, Florida, a political subdivision of the State of Florida, hereinafter referred to as “County” and DJG, LLC, A Florida Limited Liability Company, successor by conversion to DJG, INC., a corporation of the State of Florida and DCOUSINS, LLC, a Florida Limited Liability Company, whose address is 11476 Pine Street, Jacksonville, Florida 32258, hereinafter referred to as “Applicant”, together referred to as the “Parties.”

RECITALS:

WHEREAS, in order to implement a system of school concurrency as provided in the Public School Facilities Element of the Nassau County 2030 Comprehensive Plan (the “Public School Facilities Element”), the School District, Nassau County, and the municipalities within Nassau County have entered into that certain “Amended Interlocal Agreement For Public School Facility Planning,” dated as of August 2008 (the “Interlocal Agreement”); and

WHEREAS, the County and the School District have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards (“Level of Service” and “Level of Service Standards”) required in the current Interlocal Agreement and the Public School Facilities Element; and

WHEREAS, pursuant to Section 10 of the Interlocal Agreement, Section 08.05 of the Public School Facilities Element, and Section 163.3180, Florida Statutes, an Applicant submitting a development permit application for residential development requiring a rezoning, a subdivision plat approval, site plan approval, or the functional equivalent that will generate additional students in a concurrency service area, as established in the Public School Facilities Element, in which there is insufficient capacity to accommodate the anticipated additional students must enter into a proportionate share mitigation agreement and provide proportionate share mitigation to ensure that

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the minimum level of service standards are maintained as specified in the Interlocal Agreement, the Public School Facilities Element, and Florida Statutes; and

WHEREAS, applicants must submit a development permit application to the County along with a School Impact Analysis that identifies the proposed location of the residential development, the number of dwelling units that will be created, a phasing schedule (if applicable), and age restrictions for occupancy (if any) as well as all other information required pursuant to the Interlocal Agreement and Public School Facilities Element; and

WHEREAS, Applicant is the fee simple owner, or authorized agent of the owner, of that certain tract of land (Parcel Number(s) 17-2N-27-0000-0003-0000; 18-2N-27-0000-0001-0010; and 20-2N-27-0000-0002-0000), consisting of 115± acres and located in the Yulee South Concurrency Service Area specified in the Public School Facilities Element, which property is more particularly described on Exhibit "A," attached hereto and incorporated herein by reference (the "Property"), which such Property location is further illustrated by a map attached hereto as Exhibit "B," and incorporated herein by reference; and

WHEREAS, the Applicant has submitted a development permit application and School Impact Analysis to County in connection with a proposal to obtain a plat in order to develop 198 single-family residential dwelling units on the Property (the "Development Permit Application"), which such Development Permit Application and School Impact Analysis have been forwarded to the School District; and

WHEREAS, the School District has reviewed and evaluated the Applicant's Development Permit Application and School Impact Analysis as required by the Interlocal Agreement; and

WHEREAS, the School District has determined that at the time of this Agreement, based on the current adopted Level of Service Standards, adequate high school capacity is available within the applicable Concurrency Service Area and any contiguous Concurrency Service Areas to accommodate the high school students the Development Permit Application is anticipated to generate for the proposed dwelling units; and

WHEREAS, the School District has determined that based on the current adopted Level of Service Standards, there is insufficient elementary and middle school capacity within the applicable Concurrency Service Area and any contiguous Concurrency Service Areas, including any anticipated new school capacity that will be available in the first three (3) years of the current School District Educational Facilities Plan, to accommodate the anticipated number of elementary and middle school students that the Development Permit Application will generate and that available school capacity will not be in place or under actual construction within three (3) years after the approval of the Development Permit Application; and

WHEREAS, approving the Development Permit Application without requiring Proportionate Share Mitigation for the impacts of the proposed new dwelling units will result in a failure of the adopted Level of Service Standards; and

WHEREAS, the Applicant has agreed to enter into this Agreement with the School District and County to provide Proportionate Share Mitigation proportionate to the demand for Public

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School Facilities to be created by the Development Permit Application, as more particularly set forth herein; and

WHEREAS, the Parties agree that public school concurrency shall be satisfied by the Applicant's execution and full performance of this legally binding Agreement to provide mitigation proportionate to the demand for public school facilities to be created by the residential dwelling units proposed in the Development Permit Application ("Proportionate Share Mitigation").

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

SECTION 2. DEFINITION OF MATERIAL TERMS. Any capitalized terms used herein but not defined shall have the meaning attributed to such term in the Interlocal Agreement, as the context may require.

SECTION 3. LEGALLY BINDING COMMITMENT.

(A) This Agreement constitutes a legally binding commitment by the Applicant to mitigate for the impacts of the new residential dwelling units for which the Applicant is seeking approval pursuant to the Development Permit Application and satisfies the requirements of the Interlocal Agreement and Public School Facilities Element.

(B) The Parties agree that this Agreement satisfies the requirements of Section 163.3180(6)(h), Florida Statutes, as a legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created by the residential development proposed in the Development Permit Application.

SECTION 4. PROPORTIONATE SHARE MITIGATION. The Applicant shall provide the following Proportionate Share Mitigation in order to meet the demand for school capacity created by the proposed residential development, and to provide for capacity for 29.799 elementary and 15.642 middle school students, as follows, in accordance with Section 10.6 of the Interlocal Agreement and Section 09.03 of Public School Facilities Element:

(A) The payment of a total amount of ONE MILLION, FIVE HUNDRED SEVENTY-THREE THOUSAND, THREE HUNDRED AND THREE DOLLARS AND NO/100 (\$1,573,303.00) for the Development Permit Application, which equates to SEVEN THOUSAND NINE HUNDRED FORTY FIVE DOLLARS AND 97/100 (\$7,945.97) per dwelling unit as an appropriate proportionate share payment to enable the School District to maintain the Level of Service Standard for school capacity in the affected Concurrency Service Area or Concurrency Service Areas.

(B) This proportionate share payment shall be made within eighteen (18) months of the Effective Date of this Agreement or at the time of approval by the County of the final engineering

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plans for the Project or any phase of the Project, whichever occurs first. This payment shall be a condition precedent to the approval by the County of the final engineering plans for the Project and made directly to the School District.

SECTION 5. USE OF PROPORTIONATE SHARE MITIGATION. The School District shall direct any and all Proportionate Share Mitigation, provided in Section 4 above, to a school capacity project identified in the financially feasible five (5) year district work plan of the School District Educational Facilities Plan which mitigates the impacts from the proposed residential development in the Development Permit Application. If such a school capacity project does not exist in the School District Educational Facilities Plan, the School District may, in its sole discretion, add a school capacity project to mitigate the impacts from the proposed residential development, as provided in Section 10.6 of the Interlocal Agreement.

SECTION 6. CONCURRENCY RESERVATION.

(A) Upon final execution of this Agreement by all Parties hereto, the School District shall issue a School Concurrency Reservation Letter documenting that capacity will be available for the proposed residential development in the Development Permit Application. The County shall be entitled to rely on the School Concurrency Reservation Letter in its review and issuance of a Certificate of Concurrency for the proposed development; provided that nothing herein shall require the County to issue a Certificate of Concurrency for the Development Permit Application if the Applicant has otherwise failed to satisfy the requirements of the County's land development regulations.

(B) The duration and effect of any Certificate of Concurrency relating to the development provided in the Development Permit Application shall be in accordance with the Interlocal Agreement and Public School Facilities Element; however, in no event shall this School Concurrency Reservation Letter, a Certificate of Concurrency, or any capacity reservation based on the same, continue to be effective if the Applicant fails to perform its obligations under this Agreement.

SECTION 7. IMPACT FEE CREDIT.

(A) Any Proportionate Share Mitigation paid pursuant to this Agreement shall be credited on a dollar-for-dollar basis at fair market value toward any Educational System Impact Fees due for the same residential development included in the Development Permit Application, as provided in Section 10.7 of the Interlocal Agreement or as provided in Section 163.31801, Florida Statutes, as it is in effect of the Effective Date of this Agreement.

(B) The School District shall notify the County of the amount of the above described Proportionate Share Mitigation, which fair market value is ONE MILLION, FIVE HUNDRED SEVENTY-THREE THOUSAND, THREE HUNDRED AND THREE DOLLARS AND NO/100 (\$1,573,303.00), and shall request Educational System Impact Fees credits in such amount on behalf of the Applicant upon receipt of the Proportionate Share Mitigation.

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(C) An entity that later applies for a building permit for any of the dwelling units included in the Development Permit Application shall obtain an assignment of all or a portion of the above mentioned Educational System Impact Fee credits from the Applicant and submit such assignment to the School District and County at the time the Educational Impact Fee is due in order to drawdown from the Educational System Impact Fee credits provided herein, for so long as the Applicant has any remaining Educational System Impact Fee credits. The Parties agree that all the requirements, including those in the Nassau County Comprehensive Impact Fee Ordinance, for the Applicant to receive the Educational System Impact Fee credits set forth herein for the Development Permit Application have been satisfied.

(D) Nothing in this Agreement shall be deemed to require the County to continue to levy or collect Educational System Impact Fees or, if levied, to maintain them at any certain level.

SECTION 8. NO GUARANTEE OF LAND USE. Nothing in this Agreement shall require County to approve the Development Permit Application.

SECTION 9. TERMINATION. This Agreement shall terminate and Applicant shall forfeit any administrative application fees paid under the following circumstances, unless the County and the School District agree to an extension of the Certificate of Concurrency provided to the Applicant:

(A) The County does not approve the Development Permit Application within one hundred eighty (180) days of the Effective Date of this Agreement. In such event, all Proportionate Share Mitigation paid by the Applicant shall be refunded to the Applicant.

(B) The Certificate of Concurrency expires in accordance with Section 9.9 of the Interlocal Agreement. In such case, this Agreement shall be terminated and any encumbered capacity shall become unencumbered. The Applicant will not be entitled to a refund of Proportionate Share Mitigation paid under this Agreement, but the value of the Proportionate Share Mitigation received shall be held as a credit toward any future Proportionate Share Mitigation that may be required for future residential development on the same property.

SECTION 10. COVENANTS RUNNING WITH THE LAND. This Agreement shall be binding, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

SECTION 11. NOTICES. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

School Board:

Nassau County School District
Office of the Superintendent

MENTORIA ROAD

1201 Atlantic Avenue
Fernandina Beach, FL 32034

Owner/Applicant; DJG, LLC.
11476 Pine Street
Jacksonville, FL 32258

DCousins, LLC
11476 Pine Street
Jacksonville, FL 32258

With a Copy To: Matovina & Company
Attention: Gregory E. Matovina
12443 San Jose Boulevard, Suite 504
Jacksonville, Florida 32223

County: Nassau County Manager
96135 Nassau Place, Suite 6
Yulee, FL 32097

SECTION 12. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

SECTION 13. DEFAULT. If any party to this Agreement materially defaults under the terms hereof, then a non-defaulting party shall give the defaulting party thirty (30) days' notice and a right to cure such breach. Should the Applicant of the property described herein fail to timely cure a default in meeting their obligations set forth herein, the School Concurrency Reservation Letter and Certificate of Concurrency, issued based upon payment and/or performance hereunder, shall be voided and the Applicant and the property described herein shall lose their right to concurrency under this Agreement and their right to Educational System Impact Fee credits under this Agreement. Further, in the case of such default, any development upon that property dependent upon such certificate will be stopped, until and unless the Agreement is reinstated or the default is cured or capacity becomes available and is granted through an appropriate application. Should County or School District fail to timely cure a default in meeting their obligations set forth herein, Applicant may seek any and all remedies available to it in law or equity.

SECTION 14. 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. 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.

SECTION 15. EXHIBITS. All Exhibits attached hereto are a part of this Agreement and are fully incorporated herein by this reference.

MENTORIA ROAD

SECTION 16. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be binding upon the parties hereto unless in writing and executed by all the Parties to this Agreement.

SECTION 17. ASSIGNMENT, TRANSFER OF RIGHTS. The Applicant may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property; provided, however, that any such assignment shall be in writing and shall require the prior written consent of all of the Parties hereto. Such consent may be conditioned upon the receipt by the other parties hereto of the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Applicant's obligations with regard to Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.

SECTION 18. SURETY. The Applicant shall post a surety bond or letter of credit in the amount of ONE MILLION, FIVE HUNDRED SEVENTY-THREE THOUSAND, THREE HUNDRED AND THREE DOLLARS AND NO/100 (\$1,573,303.00) as security for provision of the required Proportionate Share Mitigation established herein within 180 days from approval of the Development Permit Application. The bond or letter of credit shall remain in effect until payment in full of all required Proportionate Share Mitigation monetary contributions. All bonds shall be obtained from a surety that is duly licensed or authorized to issue bonds for the limits and coverages so required.

SECTION 19. COUNTERPARTS. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

SECTION 20. RECORDING OF THIS AGREEMENT. The School District agrees to record this Agreement, at Applicant's expense, within fourteen (14) days after the Effective Date, in the Public Records of Nassau County, Florida.

SECTION 21. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement among the Parties with respect to the subject matter addressed herein, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

SECTION 22. SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

SECTION 23. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Nassau County Code and venue for any action to enforce the provisions of this Agreement shall be in the Fourth Judicial Circuit Court in and for Nassau County, Florida.

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SECTION 24. ATTORNEY'S FEES. In the event any party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against any other party hereto arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

SECTION 25. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures (the "Effective Date").

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below each signature:

[REST OF PAGE INTENTIONALLY LEFT BLANK]


MENTORIA ROAD

SCHOOL DISTRICT


(corporate seal)

THE SCHOOL DISTRICT OF NASSAU
COUNTY, FLORIDA

WITNESSES



Connie M. Daugherty

By 

Donna Martin _____, Chair

14 day of October, 2021.

ATTEST:



Katy J. Ben
Superintendent of Schools

Approved as to Form:



Brett Steger

School District Attorney

14 day of October, 2021.

MENTORIA ROAD

APPLICANT

Signed, witnessed, executed and acknowledged on this 22nd day of September 2021.

WITNESSES:

[Signature]
Ly Gilbert

DJG, LLC.

By: [Signature]
Title: mgr

STATE OF FLORIDA)
) SS:
COUNTY OF Duval)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22nd day of September, 2021, by Daniel Dubley, as mgr on behalf of DJG, who is personally known to me or who has produced FIDI as identification.

[Signature]
Notary Public

Printed Name: Lillie Kopf
License No:
Expiration Date: July 31, 2023



(Notary Stamp)

MENTORIA ROAD

APPLICANT

Signed, witnessed, executed and acknowledged on this 22 day of September, 2021.

WITNESSES:

[Signature]

[Signature]

DCousins, LLC

By: [Signature]
Title: MANAGER

STATE OF FLORIDA)
) SS:
COUNTY OF ST JOHN'S)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of September, 2020, by JUSTIN DUDLEY, as MANAGER on behalf of DCOUSINS, LLC, who is personally known to me or who has produced _____ as identification.

[Signature]

Notary Public

Printed Name: **Barbara Knippschild**
License No: GG913851
Expiration Date: 9.17.2023

(Notary Stamp)



MENTORIA ROAD

COUNTY/CITY

 Nassau County, FLORIDA

WITNESSES

 Sunny Marlett
 Melissa Kucay

By: *Thomas R. Ford*

 Thomas R. Ford , Chair

 8th day of November , 202 1 .

~~-ATTEST:-~~ ATTESTATION: Only to
Authenticity as to Chairman's
Signature:

 [Signature]
~~-Clerk~~ Ex-Officio Clerk

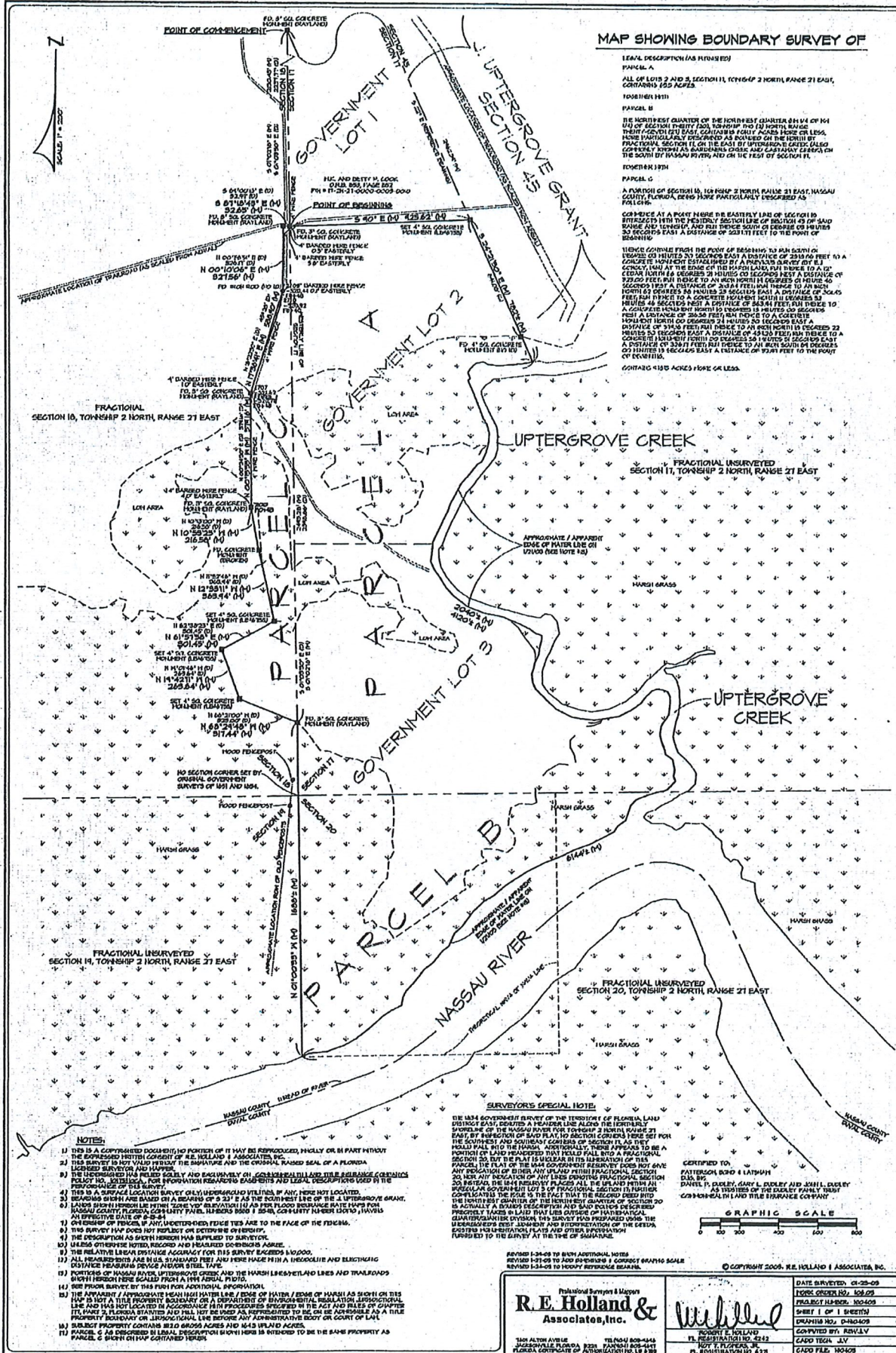
Approved as to Form:

 [Signature]
 Michael S. Mullin
 Nassau County, FL Attorney

 8th day of November , 202 1 .

MENTORIA ROAD

Exhibit A – Legal Description



MAP SHOWING BOUNDARY SURVEY OF

LEGAL DESCRIPTION (AS RECORDED)

PARCEL A

ALL OF LOTS 2 AND 3, SECTION 11, TOWNSHIP 2 NORTH, RANGE 21 EAST, CONTAINING 155 ACRES.

TOGETHER WITH

PARCEL B

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER 8th 1/4 OF 1st 1/2 OF SECTION TWENTY (20), TOWNSHIP TWO (2) NORTH RANGE...

PARCEL C

A PORTION OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 21 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS...

COMMENCE AT A POINT WHERE THE EASTERN LINE OF SECTION 10 INTERSECTS WITH THE WESTERN SECTION LINE OF SECTION 11 OF SAID SECTION 10 EAST, AND RUN THENCE SOUTH OF COURSE OF 18 DEGREES 30 MINUTES WEST...

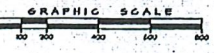
THENCE CONTINUE FROM THE POINT OF BEGINNING TO AN IRON CORNER OR WEDGE OF 10 HUNTER 20 GOUNDS EAST A DISTANCE OF 234.00 FEET TO A CORNER... CONTAINS 1150 ACRES MORE OR LESS.

- NOTES:**
- THIS IS A COPYRIGHTED DOCUMENT; NO PORTION OF IT MAY BE REPRODUCED, IN WHOLE OR IN PART WITHOUT THE EXPRESS WRITTEN CONSENT OF R.E. HOLLAND & ASSOCIATES, INC.
 - THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL, RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 - THE INFORMATION HAS BEEN OBTAINED FROM THE ORIGINAL RECORDS AND THE LEGAL DESCRIPTIONS USED IN THE PREPARATION OF THIS SURVEY.
 - THIS IS A SURFACE LOCATION SURVEY ONLY; UNDERGROUND UTILITIES, IF ANY, WERE NOT LOCATED.
 - BOUNDARY CORNERS ARE BASED ON A BEARING OF 9 1/4° AS THE SOUTHWEST CORNER OF THE 1/4 UPPERGROVE GRANT.
 - LANDS SHOWN HEREON ARE EITHER "STATE" OR "FEDERAL" LANDS FOR FLOOD INSURANCE RATE MAPS FOR NASSAU COUNTY, FLORIDA COUNTY FLOOD INSURANCE RATE MAP 1-20-00, COUNTY FLOOD INSURANCE RATE MAPS HAVE AN EFFECTIVE DATE OF 8-2-00.
 - EXISTENCE OF FENCES, IF ANY, UNLESS OTHERWISE NOTED, ARE TO THE FACE OF THE FENCING.
 - THIS SURVEY MAP DOES NOT REFLECT OR INTERFERE WITH ANY RIGHTS.
 - THE DESCRIPTION IS BASED ON THE HORIZONTAL CURVATURE OF THE EARTH.
 - UNLESS OTHERWISE NOTED, RECORDS AND MEASUREMENTS WERE MADE BY THE SURVEYOR.
 - THE RELATIVE LINEAR DISTANCE ACCURACY FOR THIS SURVEY EXCEEDS 1:50,000.
 - ALL MEASUREMENTS ARE IN FEET, STATIONED FEET, AND FEET INCHES WITH A NEGLIGIBLE AND ELUCTIC DISTANCE MEASURING DEVICE AND/OR STEEL TAPE.
 - PORTIONS OF NASSAU COUNTY INTERURBAN CORNER AND MARSH LINES AND LOTS AND PARCELS SHOWN HEREON WERE SCALING FROM A 1999 AERIAL PHOTO.
 - SEE FROM SURVEY BY THIS FIRM FOR ADDITIONAL INFORMATION.
 - THE APPOINTMENT / APPROXIMATE MEAN HIGH WATER LINE / EDGE OF WATER / EDGE OF MARSH AS SHOWN ON THIS MAP IS NOT A TITLE PROPERTY BOUNDARY OR A DETERMINANT OF ANY INTEREST IN REAL PROPERTY. LEGAL BOUNDARY LINES AND THIS NOT LOCATED BY ACCORDANCE WITH PROCEDURES SPECIFIED IN THE ACT AND RULES OF CHAPTER 111, F.S. AND SHOULD BE REFERRED TO THE APPROPRIATE AGENCIES AS A TITLE PROPERTY BOUNDARY OR LEGAL BOUNDARY LINE BEFORE ANY ADMINISTRATIVE ACTION OR COURT OF LAW.
 - SUBJECT PROPERTY CONTAINS 82.00 ACROSS ACRES AND 14.50 UNLAD ACRES.
 - PARCEL C AS DESCRIBED IN LEGAL DESCRIPTION SHOWN HEREIN IS REFERRED TO BE THE SAME PROPERTY AS PARCEL C SHOWN ON MAP CONTAINED HEREIN.

SURVEYOR'S SPECIAL NOTE:

THE 1994 GOVERNMENT SURVEY OF THE TOWNSHIP OF UPPERGROVE, LAND WITHIN THIS SURVEY, CONTAINS A FRACTIONAL LINE ALONG THE BOUNDARY... THE 1994 GOVERNMENT SURVEY OF THE TOWNSHIP OF UPPERGROVE, LAND WITHIN THIS SURVEY, CONTAINS A FRACTIONAL LINE ALONG THE BOUNDARY...

CERTIFIED TO: PATTERSON BOO & LATMOR, DANIEL P. DUDLEY, GARY L. DUDLEY AND JAMES L. DUDLEY AS TRUSTEES OF THE GREAT BANK, 625 N. HEALTH LAND TITLE INSURANCE COMPANY



REVISED 1-24-09 TO ADD ADDITIONAL NOTES REVISED 1-24-09 TO ADD ADDITIONAL NOTES REVISED 1-24-09 TO ADD ADDITIONAL NOTES

© COPYRIGHT 2008, R.E. HOLLAND & ASSOCIATES, INC.

R.E. Holland & Associates, Inc.
 Professional Surveyors & Mappers
 1401 ALTON AVENUE JACKSONVILLE, FLORIDA 32216
 TEL: 904-808-4444 FAX: 904-808-4444
 FL REGISTRATION NO. 2242
 FL REGISTRATION NO. 2378

DATE SURVEYED:	01-28-09
INSTRUMENT NO.:	108-09
PROJECT NUMBER:	108-09
SHEET 1 OF 1 SHEETS	
DRAWN BY:	DMACKIN
CHECKED BY:	RDWALY
CADD TECH:	JLV
CADD FILE:	108-09

MENTORIA ROAD

Exhibit B – Location Map

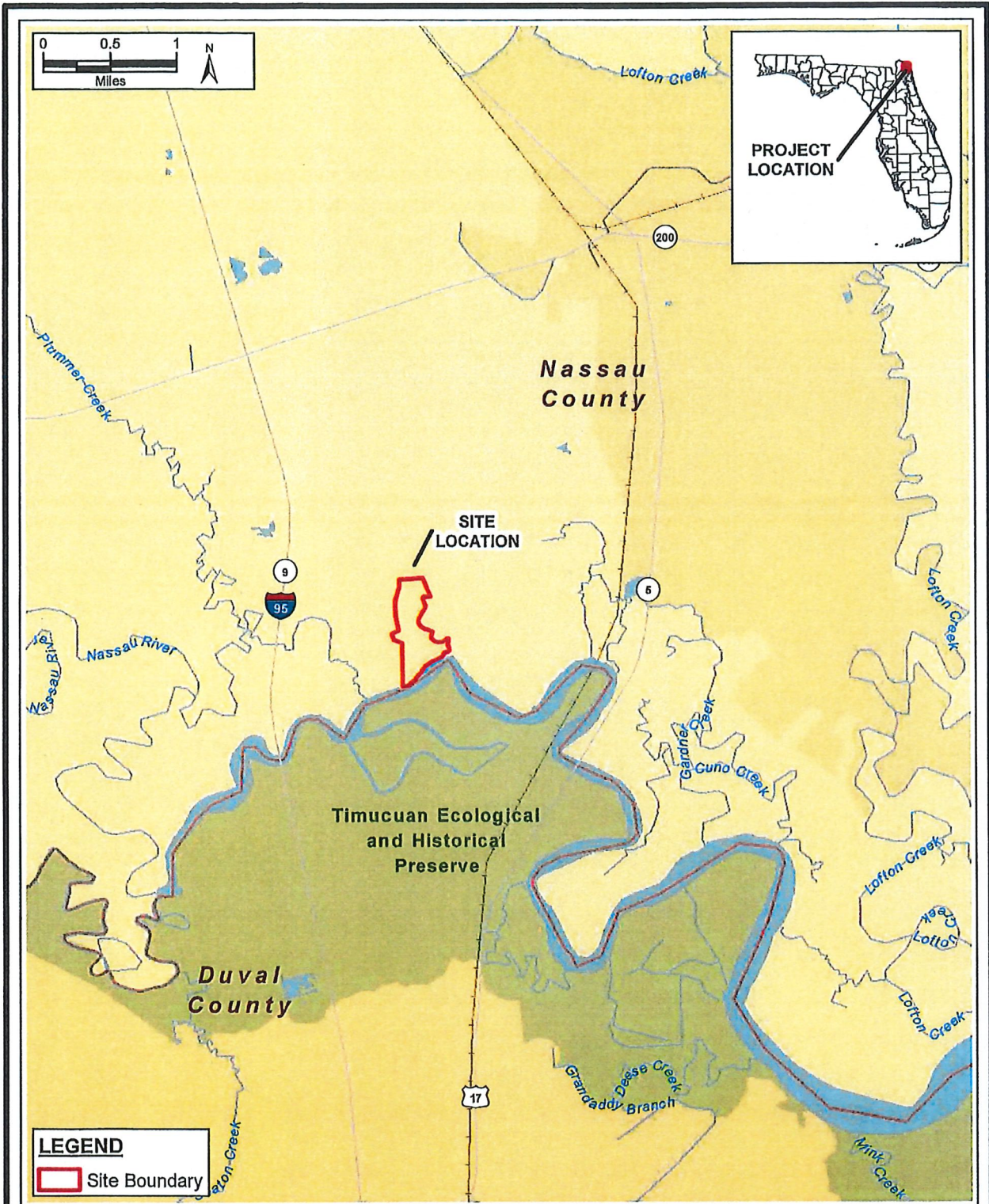


FIGURE 1.
SITE LOCATION MAP
DUDLEY PROPERTY
NASSAU COUNTY, FLORIDA

Sources: ESRI, 2018; ECT, 2020.

ECT Environmental Consulting & Technology, Inc.

Prepared by, Record and Return to:
William J. Michaelis, Esquire
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, FL 32207

Inst: 202145035395 Date: 09/22/2021 Time: 8:40AM
Page 1 of 1 B: 2498 P: 1247, Doc Type: NOT
John A. Crawford, Clerk of Court, Nassau County,
By: KN, Deputy Clerk

NOTICE RE CERTIFICATE OF CONVERSION

STATE OF FLORIDA
COUNTY OF NASSAU

Before me, the undersigned authority, personally appeared **DANIEL P. DUDLEY**, who after first being duly sworn according to law, deposes and says:

1. That the undersigned is a Manager of **DJG, LLC**, a Florida limited liability company (the "Company").
2. **DJG, Inc.**, a corporation first incorporated under the laws of the State of Florida on September 28, 1994, with an effective date of September 26, 1994, has been converted into a Florida limited liability company (the "Conversion") in accordance with Chapter 607, Florida Statutes, and such Conversion complies with the applicable laws governing the limited liability company.
3. The name of the a Florida limited liability company arising from the Conversion is "**DJG, LLC**", as set forth in the Articles of Organization attached hereto as Exhibit "A".
4. The principal place of business of **DJG, LLC** is 11476 Pine Street, Jacksonville, Florida 32258.

Dated: September 18, 2021.

By: *Daniel P. Dudley*
Name: **DANIEL P. DUDLEY**

Sworn to and subscribed before me, by means of physical presence or online notarization, this 18 day of September, 2021 by Daniel P. Dudley. He (*check one*) is personally known to me, or has proved to me on basis of satisfactory evidence to be the person who executed this instrument.

Stephen Lamoureux
Notary Public, State and County Aforesaid
Name: *Stephen Lamoureux*
My Commission Expires: *2/7/24*
My Commission Number is: *HH 42841*



* Re-Recording original with additional Attached Docs. *DPP*
9/22/21



Jonathan Alper, Esq.

Gideon Alper, Esq.

Jackie Royal, Paralegal

May 23, 2017

Division of Corporations
Attn: Registration Section
P.O. Box 6327
Tallahassee, FL 32314

RE: DJG, LLC (Certificate of Conversion and Articles of Organization)

To Whom It May Concern:

Enclosed are the following:

1. Certificate of Conversion (DJG, Inc. to DJG, LLC);
2. Articles of Organization (DJG, LLC);
3. Check #6622 i/a/o \$150 (\$25 for Certificate of Conversion and \$125 for Articles of Organization).
4. A copy of the corporation's annual report filed.

Please return all correspondence in this matter to Alper Law, PLLC, 2572 West SR 426, Suite 1024, Oviedo, FL 32765 or to jroyal@alperlaw.com.

Sincerely,



Jackie Royal, Paralegal
jroyal@alperlaw.com


Exhibit "A"
Copy of Articles of Conversion

**ARTICLES OF CONVERSION
FOR
DJG, INC.
INTO
DJG, LLC**


This Articles of Conversion and attached Articles of Organization are submitted to convert DJG, Inc. into a Florida limited liability company in accordance with § 605.1045, Florida Statutes.

1. The name of the "other Business Entity" immediately prior to the filing of this Certificate of Conversion is DJG, Inc.
2. The "Other Business Entity" is a corporation, first organized, formed, or incorporated under the laws of Florida on September 28, 1994 (effective September 26, 1994) (Document No. P94000072132).
3. The name of the Florida limited liability company as set forth in the attached Articles of Organization is DJG, LLC.
4. The conversion is effective on the date of filing.
5. The plan of conversion has been approved in accordance with applicable statutes.

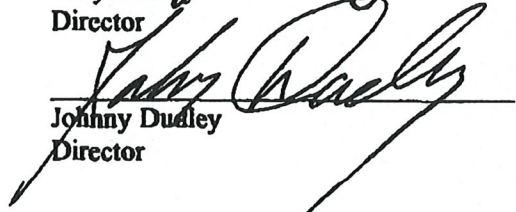
Signed this 16th day of MAY, 2017.



Daniel P. Dudley
Director



Gary Dudley
Director



Johnny Dudley
Director

FILED
17 MAY 26 AM 10:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION
FOR FLORIDA LIMITED LIABILITY COMPANY**

ARTICLE I - NAME

The name of the Limited Liability Company is DJG, LLC

ARTICLE II - ADDRESS

The mailing address of the principal office of the Limited Liability Company is 11476 Pine Street, Jacksonville, Florida 32258 and the street address is 11476 Pine Street, Jacksonville, Florida 32258.

ARTICLE III - REGISTERED AGENT

The name and Florida street address of the limited liability company's registered agent is:

Daniel P. Dudley
11476 Pine Street
Jacksonville, Florida 32258

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I do hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, Florida Statutes.



Daniel P. Dudley
Registered Agent

ARTICLE IV - MANAGEMENT

The name and address of each person authorized to manage and control the Limited Liability Company is:

Daniel P. Dudley
11476 Pine Street
Jacksonville, FL 32258

Gary L. Dudley
11480 Pine Street
Jacksonville, FL 32258

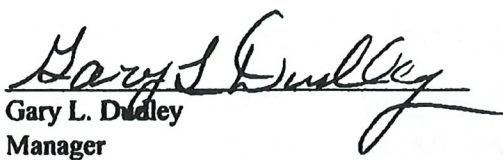
FILED
17 MAY 26 AM 10:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE V - EFFECTIVE DATE

The effective date of these Articles of Organization shall be upon filing.

In accordance with §605.0203(1)(b), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided in §817.155, Florida Statutes.


Daniel P. Dudley
Manager


Gary L. Dudley
Manager

FILED
17 MAY 26 AM 10:00
SECRETARY OF STATE
TALLAHASSEE FL 32304