

CS-22-076

AMENDMENT 2

Inst: 20234500083 Date: 01/03/2023 Time: 1:20PM  
Page 1 of 13 B: 2611 P: 599, Doc Type: AGR  
John A. Crawford, Clerk of Court, Nassau County,  
By: DW, 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: 2020SCR0001**  
**Project Name: Liberty Cove**

**AMENDMENT 2 TO  
PUBLIC SCHOOL CONCURRENCY  
PROPORTIONATE SHARE MITIGATION AGREEMENT**

**THIS AMENDMENT 2** to that certain **PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT** and **AMENDMENT 1 TO PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT** (“Original 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 **Cook Family Haverstick LLC**, a limited liability company of the State of Florida, whose address is PO Box 87, Callahan, Florida 32011, **Cook Family Vanzant, LLC**, a limited liability company of the State of Florida, whose address is PO Box 87, Callahan, Florida 32011, **JMC Nassau County Properties, LLC**, a limited liability company of the State of Florida, whose address is PO Box 179, Callahan, Florida 32011, **Harvester Florida, LLC**, a limited liability company of the State of Florida whose address is 4545 Ortega Boulevard, Jacksonville, FL 32210 and **Liberty Cove Nassau, LLC**, a limited liability company of the State of Florida, whose address is 12443 San Jose Boulevard, Suite 504, Jacksonville, FL 32223 hereinafter referred to as “Applicants”, together referred to as the “Parties.”

**RECITALS:**

**WHEREAS**, the Parties previously entered into the Original Agreement under which the Applicants agreed to provide certain Proportionate Share Mitigation to mitigate the demand for public school facilities to be created by the residential dwelling units proposed in the Applicants’ Development Permit Application; and

**WHEREAS**, pursuant to the approved Original Agreement the Applicants were provided with a School Concurrency Reservation Letter documenting that capacity will be available for the proposed residential development in the Development Permit Application; and

**WHEREAS**, since the approval of the Original Agreement, ownership of a certain tract of the Property has changed and the Original Agreement has been assigned to the new owner, Liberty

## AMENDMENT 2

Cove Nassau, LLC (the Assignment and Assumption of Public School Concurrency Proportionate Share Mitigation Agreement is attached as Exhibit A); and

**WHEREAS**, the Applicants desire additional time to perform certain of their tasks regarding the funding, planning, design, permitting and construction of the improvements and infrastructure needed to serve the Donated Property, as set forth in Section 4(B) of the Original Agreement; and

**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. AMENDMENT OF SECTION 4(B) OF THE ORIGINAL AGREEMENT.** The date for installing, constructing, inspecting and clearing the improvements and infrastructure needed to serve the Donated Property is changed from two (2) years of the Effective Date of the Original Agreement to December 31, 2023.

**SECTION 4. FULL FORCE AND EFFECT.** All other terms and provisions of the Original Agreement not modified herein shall remain in full force and effect and apply equally to this Amendment 2.

**SECTION 5. NO GUARANTEE OF LAND USE.** Nothing in this Agreement shall require County to approve the Development Permit Application.

**SECTION 6. 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 7. 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 8. EXHIBITS.** All Exhibits attached hereto are a part of this Agreement and are fully incorporated herein by this reference.

**SECTION 9. 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.

AMENDMENT 2

**SECTION 10. 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. 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 11. 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 12. 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 13. 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 14. 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 15. 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.

**SECTION 16. 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 17. 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:

AMENDMENT 2

SCHOOL DISTRICT

(corporate seal)

THE SCHOOL DISTRICT OF NASSAU  
COUNTY, FLORIDA

WITNESSES

Conrad H. Douglas  
Mark Perko

By Anna Martin  
Chair

Donna Martin

22 day of September, 2022.

ATTEST:

Approved as to Form:

Kathy J. G.  
Superintendent of Schools

[Signature]  
School District Attorney

Brett Steger

22 day of September, 2022.

AMENDMENT 2

APPLICANT

Signed, witnessed, executed and acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WITNESSES:

COOK FAMILY HAVERSTICK, LLC

Chal Sted  
\_\_\_\_\_

By: Rob P. Cook  
Title: Manager

STATE OF FLORIDA    )  
  ) SS:  
COUNTY OF NASSAU    )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2 day of Sept, 2022, by Robert P. Cook as Manager on behalf of Cook Family Haverstick LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.

RP  
[Signature]  
Notary Public  
Printed Name: Joseph Russ Hannon  
License No: HH 269134  
Expiration Date: 9/24/26



AMENDMENT 2

APPLICANT

Signed, witnessed, executed and acknowledged on this 21<sup>st</sup> day of September, 2022.

WITNESSES:

HARVESTER FLORIDA, LLC

Sharon A Hudson  
Kathleen M. Metten

By: William R Howell II, #  
Title: Manager

STATE OF FLORIDA     )  
                                      ) SS:  
COUNTY OF DUVAL     )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21<sup>st</sup> day of September, 2022, by William R HOWELL II, as Manager on behalf of Harvester Florida LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.



(Notary Stamp)

Sharon A Hudson  
Notary Public  
Printed Name: SHARON A HUDSON  
License No: GG935943  
Expiration Date: 12/11/23

AMENDMENT 2

APPLICANT

Signed, witnessed, executed and acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

WITNESSES:

COOK FAMILY VANZANT, LLC

[Signature]  
Chad Sted

By: [Signature]  
Title: Manager

STATE OF FLORIDA )  
  ) SS:  
COUNTY OF NASSAU )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2 day of Sept, 2023, by Robert P. Cook as MANAGER on behalf of COOK FAMILY VANZANT LLC who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
Printed Name: Joseph Russ Hannon  
License No: HH 269134  
Expiration Date: 9/24/26



(Notary Stamp)

AMENDMENT 2

APPLICANT

Signed, witnessed, executed and acknowledged on this 12<sup>th</sup> day of September, 2022.

WITNESSES:

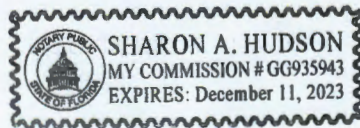
LIBERTY COVE NASSAU, LLC

Sharon A Hudson  
Kenneth L. Johns Jr.

By: Gregory E. Matovina, As Pres of Matovina  
Title: Manager & Co

STATE OF FLORIDA )  
  ) SS:  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 12<sup>th</sup> day of September, 2022, by Gregory E. Matovina as PRES OF MATOVINA + COMPANY on behalf of Liberty Cove Nassau LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.  
AS MANAGER



(Notary Stamp)

Sharon A Hudson  
Notary Public  
Printed Name: SHARON A HUDSON  
License No: 66935943  
Expiration Date: 12/11/23



AMENDMENT 2

APPLICANT

Signed, witnessed, executed and acknowledged on this 2 day of September 2022.

WITNESSES:

JMC NASSAU COUNTY PROPERTIES, LLC

Robin H. Johnson  
Kay McElroy

By: J. M. Coleman Sr.  
Title: Manager

STATE OF FLORIDA    )  
                                  ) SS:  
COUNTY OF NASSAU    )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2<sup>nd</sup> day of September, 2022, by J. M. Coleman Sr., as Manager on behalf of Jmc Nassau County Prop, who is personally known to me or who has produced \_\_\_\_\_ as identification.



ROBIN G. JOHNSON  
Commission # GG 308317  
Expires March 6, 2023  
Bonded Thru Budget Notary Services

(Notary Stamp)

Robin H. Johnson  
Notary Public  
Printed Name: Robin Johnson  
License No: GG 308317  
Expiration Date: 3-6-23

AMENDMENT 2

COUNTY

NASSAU COUNTY, FLORIDA

WITNESSES

Melissa Turcay  
Aleina Colón

By: Jeff Gray  
Jeff Gray, Chair

14th day of November, 2022.

ATTEST:

[Signature]  
Clerk John A. Crawford  
Ex-Officio Clerk

Approved as to Form:

[Signature]  
Denise C. May  
Nassau County, FL Attorney

14th day of November, 2022

**EXHIBIT A**

**ASSIGNMENT AND ASSUMPTION OF PUBLIC SCHOOL CONCURRENCY  
PROPORTIONATE SHARE MITIGATION AGREEMENT**

**ASSIGNMENT AND ASSUMPTION OF PUBLIC SCHOOL CONCURRENCY  
PROPORTIONATE SHARE MITIGATION AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION OF PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT** (this "**Assignment**") is entered into this 30th day of November, 2021 (the "**Assignment Effective Date**"), by **LIBERTY COVE NASSAU II, LLC**, a Florida limited liability company ("**Assignor**") and **LIBERTY COVE NASSAU, LLC**, a Florida limited liability company ("**Assignee**").

**RECITALS**

**WHEREAS**, Assignor's entered into a **PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT** (the "**Agreement**") with the School District of Nassau County which was recorded on October 14, 2020 in Official Records Book 2400 Page 422 of the public records of Nassau County, Florida pursuant to **AMENDMENT 1** to such Agreement which was recorded on March 5, 2021 in Official Records Book 2439 Page 1817 of the public records of Nassau County, Florida.

**WHEREAS**, Section 17 of the Agreement provides the Assignor may assign its rights, obligations and responsibilities under the Agreement to a third-party purchaser of all or part of fee simple title to the property included in the Agreement.

**WHEREAS**, Assignee acquired fee simple title to the property described by the attached Exhibit "A" (the "**Property**") on or about November 30, 2021 and the Property is included in the Agreement.

**WHEREAS**, Assignor wishes to assign its interest with respect to the Property under the Agreement to Assignee, and Assignee is willing to assume the Agreement with respect to the Property.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Capitalized Terms.** Unless the context otherwise requires, all capitalized terms used, but not otherwise defined herein, shall have the meanings set forth for the same in the Agreement.
2. **Assignment and Assumption.** As of the Assignment Effective Date, Assignor hereby assigns, sets over, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Agreement with respect to the Property. Assignee hereby accepts this assignment and the rights and obligations granted herein, and Assignee hereby assumes, for itself and its successors, assigns and legal representatives, all of such rights, duties, and obligations.
3. **General Provisions.** This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. This Assignment and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State in which the Property is located, without reference to the

conflict of law provisions thereof. If any action or proceeding is commenced by either party to enforce its rights under this Assignment, the substantially prevailing party in such action or proceeding shall be awarded all reasonable costs and expenses incurred in such action or proceeding, including reasonable attorneys' fees and costs (including the cost of in-house counsel and appeals), in addition to any other relief awarded by the court.

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment as of the Assignment Effective Date.

**ASSIGNOR:**

**LIBERTY COVE NASSAU II, LLC**, a  
Florida limited liability company

By: Gregory E. Matovina  
Name: Gregory E. Matovina, At Pres. of Matovina  
Title: Manager & Company

**ASSIGNEE:**

**LIBERTY COVE NASSAU, LLC**, a  
Florida limited liability company

By: Gregory E. Matovina  
Name: Gregory E. Matovina, At Pres. of Matovina &  
Title: Manager Company