

CS-22-194

SETTLEMENT OFFER AND AGREEMENT

This Settlement Offer and Agreement ("Agreement") is entered into this 24th day of April, 2023, ("Effective Date") by and between Riverstone Properties, LLC ("Riverstone"), its successors and assigns, and Nassau County, Florida ("County"), collectively referred to as the "Parties."

RECITALS

WHEREAS, Riverstone owns approximately fifty (50) acres of undeveloped real property on the east side of First Coast Highway in the unincorporated portion of Amelia Island, Nassau County, Florida, which real property is identified as Parcel Number 39-1N-29-0000-0001-0000 (the "Property"); and

WHEREAS, the Property is within the Residential, General – 2 (RG-2) zoning district on the County's Zoning Map; and

WHEREAS, on June 14, 2021, the County enacted Ordinance 2021-08 which, in part, amended Article 13, Section 13.06 of the Nassau County Land Development Code ("LDC"), which governs RG-2 zoned property, reducing the height of permitted structures within 1,000 feet landward of the Coastal Construction Control Line ("CCCL") in the unincorporated portion of Amelia Island from eighty-five (85) feet to thirty-five (35) feet; and

WHEREAS, on September 27, 2021, the County enacted Ordinance 2021-20 which, in part, amended Ordinance 2021-08, which again amended Article 13, Section 13.06 of the LDC, striking any reference to the CCCL, and amending the permitted height within RG-2 zoning district in the unincorporated portion of Amelia Island to forty-five (45) feet (the June 14, 2021 Ordinance and the September 27, 2021 Ordinance are collectively referred to as the "Ordinances"); and

WHEREAS, on June 25, 2021, Riverstone filed an action against the County in Case No. 2021-CA-190 in the Circuit Court of the Fourth Judicial Circuit in and for Nassau County, Florida, for declaratory relief seeking judicial declaration that the June 14, 2021 Ordinance is void for failure to comply with statutory and LDC notice and adoption requirements (the "Notice Lawsuit"); and

WHEREAS, on March 7, 2022, pursuant to Section 70.001(4)(a), Florida Statutes, Riverstone delivered a written notice of claim under Section 70.001, et. seq., the Bert J. Harris Jr., Private Property Rights Protection Act (the "Bert Harris Act"), to the Nassau County Board of County Commissioners (the "Commission") alleging that the Property had been inordinately burdened by the adoption of the Ordinances; and

WHEREAS, on March 18, 2022, pursuant to Section 70.001(4)(b), Florida Statutes, the County provided written notice of the claim to owners of real property contiguous to the Property and reported the claim in writing to the Florida Attorney General, Department of Legal Affairs by letter dated March 14, 2022; and

WHEREAS, on June 3, 2022, pursuant to Sections 70.001(4)(c)11 and (5)(a), Florida Statutes, the County sent Riverstone a Settlement Offer and Statement of Allowable Uses which stated that the County elected not to make any changes to the Ordinances; and

WHEREAS, on August 1, 2022, pursuant to Section 70.001(5)(b), Florida Statutes, Riverstone filed an action against the County in Case No. 2022-CA-247 in the Circuit Court of the Fourth Judicial Circuit in

and for Nassau County, Florida, seeking damages under the Bert Harris Act related to the adoption and enactment of the Ordinances (the “Bert Harris Lawsuit”); and

WHEREAS, Sections 70.001(4)(c) and (4)(d)1, Florida Statutes, authorize the County to make and implement a settlement offer to effectuate extraordinary relief to protect the public interest served by the Ordinances and which the County deems to be the appropriate relief necessary to prevent the governmental regulatory effort in the Ordinances from inordinately burdening the Property; and

WHEREAS, pursuant to Section 70.001(4)(d)1, Florida Statutes, settlement offers made under Section 70.001(4)(c) shall be presumed to protect the public interest; and

WHEREAS, Section 70.001(8), Florida Statutes, encourages the County to utilize alternative dispute resolution and settlement methods to augment or facilitate the processes and actions contemplated by the Bert Harris Act; and

WHEREAS, the Parties wish to settle the Notice Lawsuit and the Bert Harris Lawsuit on the terms and conditions reflected in this Agreement; and

WHEREAS, the County has determined that entering into this Agreement to effectuate extraordinary relief as authorized by Sections 70.001(4)(c) and 4(d)(1), Florida Statutes, combined with other measures, including but not limited to the preservation of a natural buffer along First Coast Highway, the provision of a natural buffer along the northern boundary of the Property, and the donation of land by Riverstone to the County for a County beach access, protects the public interest served by the Ordinances and is the appropriate relief necessary to prevent the Ordinances from inordinately burdening the Property; and

WHEREAS, the public interest of citizens throughout the County is protected by avoiding the expense and financial risk in litigating the Notice Lawsuit and the Bert Harris Lawsuit and is further protected by the natural buffer along First Coast Highway and donated beach access; and

WHEREAS, the County has the authority and policy discretion to exercise the avoidance of expense and financial risk in entering into settlement agreements; and

NOW THEREFORE, in consideration of the premises and the mutual undertakings and covenants set forth herein, the receipt, sufficiency and legality of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by reference.
2. **Height Allowable Under the Ordinances on the Property**. The County agrees that the maximum building height for multiple-family dwellings and other permitted structures on the Property is eighty-five (85) feet. Height shall be measured from the approved finished grade. The County agrees that this right shall continue in perpetuity, regardless of any future changes in ownership of the Property, any future amendment of the LDC, or any future amendment of the Nassau County 2030 Comprehensive Plan (“Comprehensive Plan”).

3. **Preservation of a Natural Buffer Along First Coast Highway.**

- a. Riverstone hereby agrees that as a condition to settlement herein it will provide and maintain a buffer of existing trees and natural vegetation not less than one hundred (100) feet in depth from the easterly right-of-way line of First Coast Highway (the "Buffer Area"), excepting required ingress and egress access points, including within such access points required drives and pedestrian walkways and permitted landscaping and signage.
- b. In furtherance of this condition, Riverstone agrees that within 180 days after (i) the earlier of final site engineering plan approval, acceptance of final subdivision plat by the County, initial building permit approval by the County for development on the Property, or final approval of any rezoning application under Paragraph 14 and (ii) the expiration of any applicable appeal periods or conclusion of appeals or challenges, Riverstone at its sole cost and expense shall record a conservation easement over the Buffer Area in favor of the County and/or a non-profit conservation entity approved by the Parties, in order to protect, preserve, and maintain the Buffer Area in its natural condition (the "Conservation Easement"). The Conservation Easement will reserve a portion of the Property for access and signage. The Parties acknowledge that both the width and final location of the access road may change and agree to work cooperatively to amend or modify the Conservation Easement as needed to accommodate the final width and location of the access road. Riverstone acknowledges and agrees that no development can occur on the Property until such time as the Conservation Easement has been recorded pursuant to this Agreement.
- c. Riverstone agrees that the terms of Paragraph 3 shall continue in perpetuity, regardless of any future change in ownership of the Property.

4. **Preservation of Natural Buffer Along Northern Property Boundary.** Riverstone hereby agrees that as an additional condition to settlement herein it will provide and maintain a buffer of existing trees and natural vegetation not less than twenty-five (25) feet in depth along the length of the northern boundary of the Property. Riverstone agrees that the terms of this condition shall continue in perpetuity, regardless of any future change in ownership of the Property.

5. **Donation of Land for County Beach Access.**

- a. Riverstone hereby agrees that as an additional condition to settlement, within 180 days after (i) the earlier of final site engineering plan approval, acceptance of final subdivision plat by the County, initial building permit approval by the County for development on the Property, or final approval of any rezoning application under Paragraph 14 and (ii) the expiration of any applicable appeal periods or conclusion of appeals or challenges, Riverstone at its sole cost and expense will convey by special warranty deed to the County approximately \pm eight (8) acres of land located along the southern boundary of the Property, approximately 200 feet in width and extending approximately 1840 feet from the First Coast Highway to the beach, immediately adjacent and parallel to the Amelia Island State Park, for future use and improvement by the County as a Beach Access (the "Beach Access"). The intent of the

conveyance is to ensure no intervening ownership, other than the County, between the right-of-way of First Coast Highway and the State of Florida sovereign submerged lands at the shore of the Atlantic Ocean. Riverstone acknowledges and agrees that no development can occur on the Property until such time as the Beach Access has been conveyed to the County pursuant to this Agreement.

- b. The County agrees that the Beach Access will be developed in a manner generally consistent with the following parameters and the conceptual site plan attached hereto and incorporated herein as Exhibit "A." Exhibit "A," as attached, shall not be construed to limit final site design as determined appropriate by the County or as may be limited by environmental, regulatory, or site constraints.
 - i. General Criteria Applicable to the Beach Access.
 1. An aesthetic and amenity package similar to the State Parks on Amelia Island and the Talbot Islands.
 2. Limit impact to the tree canopy to the extent feasible while still being able to develop the Beach Access for its intended use.
 3. Limit impact to the 'ancient' dune structures internal to the site to the extent possible while still being able to develop the Beach Access for its intended use.
 4. Limit visual impact of the Beach Access development from First Coast Highway to the extent feasible while still being able to develop the site for its intended use. This excludes signage, access control, traffic operations, lighting and similar items.
 - ii. Access.
 1. A meandering access drive that avoids, to the maximum extent possible, impact to the tree canopy. The access drive shall be a pervious surface if feasible and appropriate.
 2. A meandering multi-use trail that connects the beach access to the Amelia Island Trail on First Coast Highway.
 3. Access to the beach/ocean will be controlled by applicable State regulations.
 - iii. Parking.
 1. Parking spaces will be pervious, unless otherwise required by the Americans with Disabilities Act of 1990 (the "ADA"), and will be comprised of dispersed parking spots similar to Big Talbot State Park.
 2. Bicycle and golfcart parking, as needed.
 - iv. Amenities (Examples).
 1. ADA compliant restrooms and wash/rinse stations.
 2. Trailhead kiosk(s) and trail signage.
 3. Multi-use trails, boardwalks, viewing platforms, and natural surface paths internal to the Beach Access property.
 4. Multi-use trail connecting to the Amelia Island Trail to the Beach Access.

5. Picnic areas and amenities, gazebos, open air shelters, and similar structures.
 6. Access to the beach/ocean consistent with State regulations.
 7. Other amenities similar to those within the State Parks on Amelia Island and the Talbot Islands.
- v. Prohibited Uses/Amenities.
 1. Sports fields.
 2. Field/stadium lighting of any kind.
 3. Amphitheater or covered performance stage.
 - vi. Regulatory and Official Uses Permitted.
 1. Access control, security booth.
 2. Required signage utilizing environmentally sensitive lighting, if needed.
 3. Security cameras utilizing environmentally sensitive lighting, if needed.
 4. Site development improvements, such as, but not limited to:
 - a. Drainage improvements/infrastructure.
 - b. Utilities.
 - c. Access, mobility, and circulation infrastructure.
 - d. Support Infrastructure for amenities.
- c. Riverstone agrees that this condition shall run with the land and bind Riverstone, its successors and assigns, regardless of any future change in ownership of the Property.
6. **Tree Preservation and Mitigation.** The Property, including any areas which may be developed along with the buffer areas and the Beach Access described in Paragraphs 3, 4 and 5 above, is subject to the tree protection and replacement standards set forth in Article 37, Section 37.02 of the LDC as existing on April 24, 2023. The Property shall not be subject to any amendments to the LDC, Comprehensive Plan, or other regulatory documents that alters the tree protection and replacement standards for the unincorporated areas of Amelia Island. Consistent with Article 37, Section 37.02(K) of the LDC existing as of April 24, 2023, existing trees preserved within the buffers and Beach Access areas as described in Paragraphs 3, 4 and 5 above, are eligible for tree preservation credits. The Parties agree that the terms of this condition shall continue in perpetuity, regardless of any future change in ownership of the Property.
7. **Satisfaction of Parks and Recreational Facilities Obligations and Impact Fee Credits.**
- a. The County agrees that the donation of the Beach Access fully satisfies and meets any and all Comprehensive Plan, LDC, and the Code of Ordinances of Nassau County (“Code of Ordinances”) obligations related to the provision of Parks and Recreational Facilities by Riverstone, including but not limited to those obligations set forth in Objective ROS.02 and Policy ROS.02.04 of the Comprehensive Plan and Chapter 34 and Chapter 29, Article III, Section 29-46, of the Code of Ordinances, as such would otherwise be required for development of the Property with residential uses.

- b. The County further agrees that Riverstone shall receive developer contribution credits, as set forth in Chapter 34, Article VII, Section 34-86 of the Code of Ordinances, against any Parks and Recreational Facilities impact fees due for residential development on the Property in an amount equal to \$ 11,343,048.00, which amount is equal to the current appraised value of the Property being donated.
 - c. Such credits shall not be reduced or eliminated by any future amendment of the Comprehensive Plan, Code of Ordinances, or LDC.
 - d. Riverstone may use, transfer, sell or assign, in whole or in part, its Parks and Recreational Facilities Impact Fee credits for use on the Property. Riverstone acknowledges that credits may not be transferred, sold or assigned to any development or property located outside of the current boundaries of the Property and specifically waives any such right to do so pursuant to Section 163.31801(10), Florida Statutes (2022).
8. **Residential Units.** The Parties agree that Riverstone is entitled to construct up to 150 residential units on the Property pursuant to the Comprehensive Plan and RG-2 zoning prior to the adoption of the Ordinances and that the number of units will not be reduced or otherwise impacted by the recordation of the Conservation Easement over the Buffer Area or the donation of the Beach Access to the County. The Parties agree that such right to construct up to 150 residential units shall continue in perpetuity, regardless of any amendment to the Comprehensive Plan, Code of Ordinances, or LDC, or any future change in ownership of the Property.
9. **Other Development Rights.** The Parties agree that, as a condition to settlement and in addition to the development rights set forth in Paragraphs 1 through 8 above, the following development rights are applicable to development of the Property with up to 150 residential units as defined in the Comprehensive Plan and RG-2 zoning, prior to the adoption of the Ordinances, and such rights shall continue in perpetuity, regardless of any future changes in ownership of the Property, or future amendment of the Comprehensive Plan, Code of Ordinances, or LDC:
- a. *Permitted Temporary Uses:* Permitted temporary uses include construction trailers and offices, leasing/sales/management offices, models and similar uses.
 - b. *Permitted Accessory Uses:* Permitted accessory uses and structures include those uses and structures provided for in Article 13, Section 13.02 and Article 28, Section 28.15 of the LDC. Without limiting the foregoing, the following accessory uses are permitted by right in or incidental to a principal or accessory structure: signage; maintenance offices/areas; maintenance equipment storage building/areas; security offices; mail centers/kiosks; leasing/sales/management offices; amenity/recreation areas which may include pools, bathhouses, playgrounds, tennis courts, cabana(s)/clubhouse(s) with full food and beverage services, health/exercise facilities, meeting rooms and similar uses; structured and/or surface parking or a combination of the two; stormwater, surface water management and flood control improvements; essential services, including water, sewer,

gas, telephone, radio and electric equipment; and similar uses of a nature customarily incidental to oceanfront multiple-family residential uses. The maximum height for all detached accessory structures shall be thirty-five (35) feet.

- c. *Minimum Yard Requirements:*
 - i. Front yard: Zero (0) from the edge of the 100-foot natural buffer provided for in Paragraph 3 above.
 - ii. Side yard: Twenty (20) feet from the southern property boundary and twenty-five (25) feet from the northern property boundary which setback comprises and is coterminous with the twenty-five (25) foot buffer provided for in Paragraph 4 above.
 - iii. Rear yard: The greater of either twenty (20) feet from the CCCL, as adopted, or as otherwise required by applicable state or federal agency regulations.
 - iv. Accessory uses may be located in the rear yard or in the side yard from the southern boundary, but not in the side yard from the northern boundary.

- d. *Frontage:* Regardless of the preservation of the Buffer Area, the preservation of the natural buffer along the northern property boundary, and/or the recordation of a Conservation Easement over the Buffer Area, the Property shall be deemed to have sufficient frontage and access along First Coast Highway to satisfy all Comprehensive Plan, Code of Ordinances, and LDC requirements for development of 150 residential units as defined in the Comprehensive Plan and RG-2 zoning prior to the adoption of the Ordinances.

- e. *Signage:* Permitted signage for the development shall be as follows:
 - i. Ground signs:
 - 1. Shall not exceed forty-eight (48) square feet in area.
 - 2. Shall not exceed two (2) signs per roadway entrance to the development.
 - 3. Shall not exceed thirteen (13) feet in height.
 - 4. Shall be limited to the name of the development, the address, and development name or logo.
 - 5. Shall have a landscaped area around the base of each sign which extends a distance in all directions equal to one-half (1/2) of the sign's height.
 - 6. May be externally illuminated but shall not be internally illuminated.
 - 7. May be located within the right-of-way with approval of the County Engineer, subject to site plan review.
 - ii. Real estate signs, nameplates, political signs, flags, construction signs, temporary development signs, on-site directional or public service signs, public warning signs, seasonal displays or decorations, special event signs, and memorial signs or tablets shall be permitted as set forth in Chapter 5, Article III, Section 5-54(a), Code of Ordinances for the Residential District sign district as that term is defined therein.

10. **Dismissal of Lawsuits.** Within five (5) business days following the Effective Date of this Agreement, Riverstone agrees that it will do the following:

- a. Dismiss with prejudice the case identified as Riverstone Properties, LLC. V. Nassau County, Florida, Case No. 22-CA-247, filed in the Circuit Court, Fourth Judicial Circuit, in and for Nassau County, Florida and agrees that it will not seek further judicial review of the claims in the Bert Harris Lawsuit, subject to the terms of Paragraphs 11 and 30 below.
- b. Dismiss with prejudice the case identified as Riverstone Properties, LLC. v. Nassau County, Florida, Case No. 21-CA-190, filed in the Circuit Court, Fourth Judicial Circuit, in and for Nassau County, Florida and agrees that it will not seek further judicial review of the claims in the Notice Lawsuit, subject to the terms of Paragraphs 11 and 30 below.

11. **Tolling and Non-Severability.** If this Agreement is appealed or challenged and any portion of this Agreement is finally adjudicated to be invalid, the entire Agreement is void unless the Parties mutually agree otherwise. If the Agreement is void, Riverstone may immediately proceed with the Bert Harris Lawsuit and Notice Lawsuit as if this Agreement had never been entered into by the Parties and any applicable time periods, filing deadlines and statutes of limitation shall be deemed tolled as of the filing date of such challenge and shall begin to run again upon such final adjudication.

12. **Attorneys' Fees and Costs.**

- a. Within five (5) business days following the Effective Date of this Agreement, the County agrees to pay Riverstone the sum of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) which shall represent payment of attorneys' fees and costs incurred by Riverstone. The County must pay by check made payable to Riverstone Properties, LLC.
- b. In connection with any litigation brought by the Parties to enforce this Agreement pursuant to Paragraph 30 below, the prevailing party shall be entitled to recover all attorneys' fees and costs incurred therein, including attorneys' fees and costs at trial or on appeal.

13. **Releases.**

- a. **Release by Riverstone:** Subject to the full and complete satisfaction of all conditions set forth herein, Riverstone and each of its past and present predecessors, successors, successors in business or interest, affiliates, subsidiaries, parents, divisions, partnerships and joint ventures hereby releases, acquits and forever discharges the County, its attorneys, associates, representatives, employees, agents, and all others acting or claiming by, through, under or in concert with any of the foregoing from any and all claims and causes of action arising out of the Notice Lawsuit and/or the Bert Harris Lawsuit, including any other claims for the recovery of attorneys' fees or costs, except as provided in Paragraph 12. Notwithstanding the foregoing, this release shall not extend

to claims for breach of this Agreement or the warranties or representations contained herein.

- b. **Release by County**: Subject to the full and complete satisfaction of all conditions set forth herein, the County hereby releases, acquits and forever discharges Riverstone, including any of its predecessors, successors, successors in business or interest, affiliates, subsidiaries, parents, divisions, partnerships, joint ventures, attorneys, associates, shareholders, representatives, owners, members, managers, heirs, assigns, directors, officers, employees, agents, and all others acting or claiming by, through, under or in concert with any of the foregoing from any and all claims and causes of action arising out of the Notice Lawsuit and/or the Bert Harris Lawsuit, including any other claims for the recovery of attorneys' fees or costs, except as provided in Paragraph 12. Notwithstanding the foregoing, this release shall not extend to claims for breach of this Agreement or the warranties or representations contained herein.

- 14. **Land Development Code/Zoning**. The terms of this Agreement shall not be construed as making the Property or its development pursuant to the terms in this Agreement in any way non-conforming with the Comprehensive Plan, LDC, or Code of Ordinances. This Agreement shall not be construed to prevent Riverstone or a successor from applying for, and the County from approving based upon such application, a rezoning of the Property, which, if approved, shall supersede Paragraphs 2, 8 and 9 of this Agreement.
- 15. **County Cooperation**. None of the County's officers, employees, or agents shall in any way obstruct the efforts of Riverstone to achieve development of the Property with 150 residential units as defined in the Comprehensive Plan and RG-2 zoning prior to the adoption of the Ordinances, as contemplated in this Agreement, with regard to all approvals and permits necessary from all other applicable governmental entities with regulatory authority.
- 16. **Applicable Law**. This Agreement is to be construed and enforced according to the laws of the State of Florida. Any action filed to enforce the terms of this Agreement shall exclusively be filed in federal district court or Florida circuit court having jurisdiction in Nassau County, Florida.
- 17. **Judicial Interpretation**. Should any of the provisions of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the Parties and their agents have participated in the preparation hereof.
- 18. **Authority**. The signatories to this Agreement have the authority and are expressly authorized to resolve all matters as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.

19. **Entire Agreement.** This is the entire agreement by and between the County and Riverstone, and no verbal or written assurance or promise by any party hereto is effective or binding unless included in this document. This Agreement may not be modified or amended without a written instrument signed by both Parties.
20. **Binding Effect: Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of all Parties to this Agreement.
21. **Agreement Runs with the Land.** The Parties acknowledge that the rights, covenants, restrictions, terms and conditions set forth in this Agreement touch and concern the Property and run with the land. The Parties intend the Agreement to be binding upon and inure to the benefit of any future owner of the Property.
22. **Waiver.** The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by either party of the time for performing any act shall not constitute a waiver at the time for performing any act by the other party required to be performed at a later date. Additionally, the exercise of any remedy provided by law in the provisions of this Agreement shall not exclude other remedies unless they are expressly excluded.
23. **Recorded.** This Agreement shall be recorded by the County in the public records of Nassau County, Florida, within 14 days after the Effective Date as defined below.
24. **Effective Date.** Upon submission to the County Attorney of this Agreement, fully executed by Riverstone, the Commission shall hold a quasi-legislative public hearing on whether to approve this Agreement. Said hearing shall be set and noticed pursuant to the requirements of Section 125.66, Florida Statutes within four (4) weeks of receipt by the County Attorney of the executed Agreement. This Agreement shall become effective following the later of (1) the expiration of all applicable appeal periods with no appeals or challenges having been filed; or (2) the conclusion of any and all appeals or challenges upholding the validity of this Agreement (“Effective Date”).
25. **Counterparts.** This Agreement may be executed by the Parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which constitute one and the same Agreement. The Parties may execute counterparts of this Agreement by facsimile or electronic mail in PDF format, and accordingly agree and intend that an electronic signature delivered by facsimile machine or electronic mail shall bind the party so signing with the same effect as though the signature were an original signature.
26. **Further Assurances.** The Parties agree to execute and deliver any other documents reasonably required to carry out the terms of this Agreement.
27. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when (a) hand delivered, or (b) delivered via Federal Express, UPS or other nationally recognized overnight courier service, receipt required, or (c) transmitted via email or

facsimile, provided a copy is sent the next business day by method (a) or (b). Notices shall be deemed delivered on the date hand delivered or on the date shown on the receipt. All notices shall be addressed as follows:

County: Taco Pope
County Manager
Nassau County, Florida
96135 Nassau Place, Suite 1
Yulee, Florida 32097
tpope@nassaucountyfl.com

With a copy to: Denise C. May
County Attorney
Nassau County, Florida
96135 Nassau Place, Suite 6
Yulee, Florida 32097
dmay@nassaucountyfl.com

Riverstone: Christopher J. Corrada
Principal
Riverstone Properties
800 East Canal Street
Suite 1900
Richmond, Virginia 23219
CCorrada@riverg.com

With a copy to: T.R. Hainline, Jr.
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207
thainline@rtlaw.com

28. **Third Party Rights.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to benefit a third party directly or substantially by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by either party to be sued by third parties in any manner arising out of this Agreement, or other obligations, whether known or unknown to the Parties. Notwithstanding the provisions of this Section 28, any non-profit conservation entity specifically identified by the Parties in the conservation easement provided in Section 3 of this Agreement shall have the ability to enforce such conservation easement.

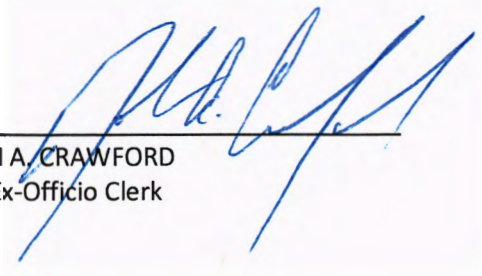
29. **Compromise of Disputed Claim; No Admission of Liability.** The terms and conditions set forth above are in compromise of a disputed Bert Harris Act claim pursuant to Sections 70.001(4)(c)

(4)(d)1, Florida Statutes, and shall not be construed as an admission of liability or fault by either party, which is expressly denied by both parties.


30. **Breach of Agreement.** For breach of any provision of this Agreement, the Parties will have such remedies and rights as are available at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the undersigned officials as duly authorized.

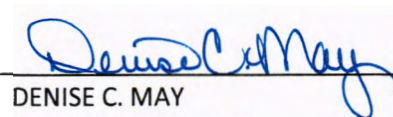
ATTEST AS TO CHAIRMAN'S SIGNATURE:

By: 
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

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

By: 
Klynt A. Farmer
Its: Chairman

Approved as to form:

By: 
DENISE C. MAY
Its: County Attorney

RIVERSTONE PROPERTIES, LLC, a Virginia limited liability company

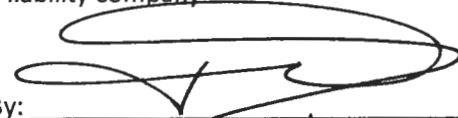
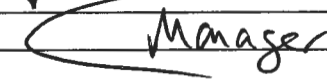
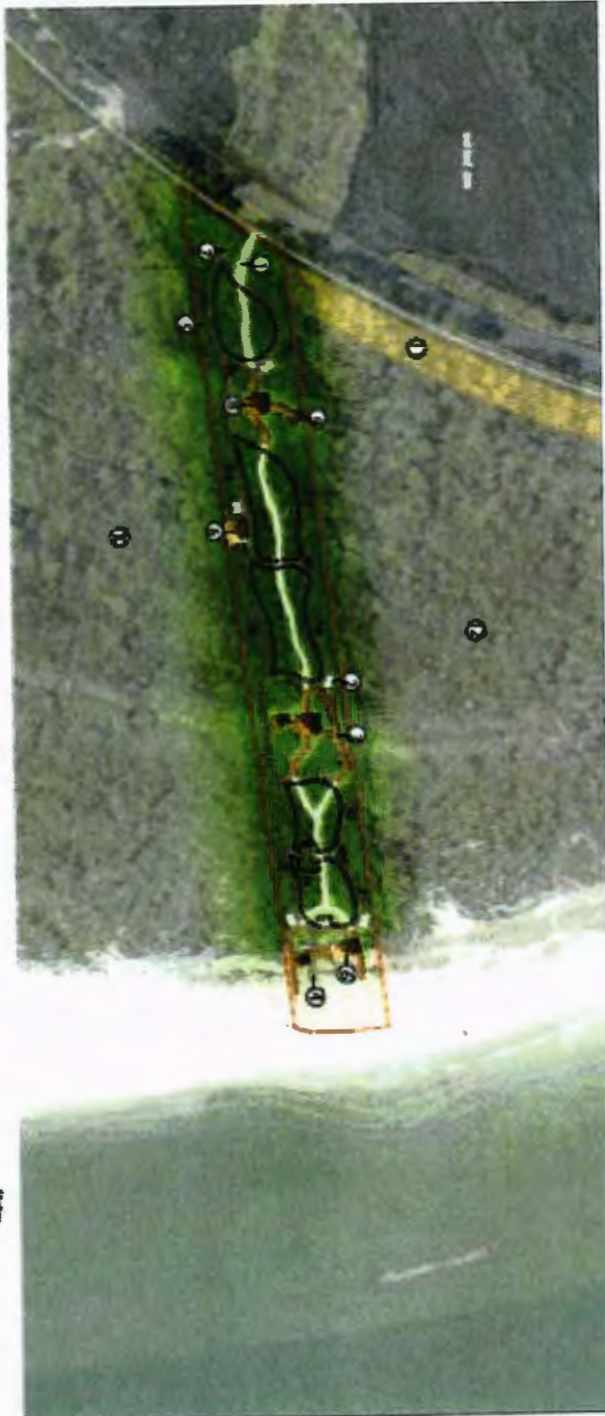
By: 
Its: 

EXHIBIT "A"

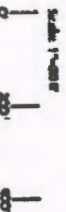


- Legend**
- Park Boundary (± 6 Acres)
 - "Mentioned Pool Boundary"

- 1 1/2 Wilderness Trail
- 2 ADA Trailing Space
- 3 Restroom
- 4 Drive Access
- 5 Parking Space (Status: Surber Total 15.2)
- 6 Restroom
- 7 Road Work (Lump sum)
- 8 Viewing Platform (Lump sum)
- 9 Viewing Platform (Lump sum)

- 10 North Island Side Park
- 11 ADA Access (Construction Investment)
- 12 Riverstone Property LLC Parcel

Notes:
 All - Approximate numbers of existing
 space (in use) or existing work



Linear Park Conceptual Park Site Master Plan

denise



Legend

- Park Boundary (± 8 Acres)
 - Recreation Pod Boundary
 - Buffer Area
- Note:**
 (4) = Approximate number of parking spaces in each parking area

- ① 10' Wide Multi-Use Trail
- ② ADA Parking Spaces
- ③ Boardwalks
- ④ Drive Access
- ⑤ Parking Space (Natural Surface Total: 15.2)
- ⑥ Restroom
- ⑦ Road Network (Unpaved)
- ⑧ Viewing Platform (Major)
- ⑨ Viewing Platform (Minor)

- ⑩ Anolis Island State Park
 - ⑪ 100' Wide Buffer/Conservation Easement
 - ⑫ Riverstone Property LLC Parcel
 - ⑬ 25' Wide Sanctuary Buffer
- Park Size: ± 8 Acres
 - Park Dimensions: 200' x 1,840'
 - Park Land Value: ± \$ 11,400,000
 - 100' Wide Buffer Size: ± 4.8 Acres (3.6 Acres)
 - Buffer Land Value: ± \$5,600,000

Linear Park
 Conceptual Park Site Master Plan





- Legend**
- 1 Park Boundary (8 Acres)
 - 2 Recreation Pool Boundary
 - 3 Buffer Area

- 1 100' Wide Multi-use Trail
- 2 ADA Parking Spaces
- 3 Boardwalk
- 4 Drive Access
- 5 Parking Space (Near of Surface, Total: 150)
- 6 Restroom
- 7 Road Hubcap (Impure)
- 8 Viewing Platform (Major)
- 9 Viewing Platform (Minor)
- 10 Amel's Island (Not part of park)
- 11 100' Wide Buffer/Coverage/John Sauerland
- 12 Riverfront (PCP or LLC) Deck

- Park Size: 8 Acres
- Park Dimensions: 200' x 180'
- Park Land Value: \$ 11,400,000
- 100' Wide Buffer Size: 40 Acres (2.6 Acres)
- Buffer Land Value: \$ 4,800,000

Note:
 n = Approximate number of parking spaces in each parking area.



Barril Associates

Linear Park

Conceptual Park Site Master Plan