

MOBILITY DONATION AND CREDIT AGREEMENT

THIS MOBILITY DONATION AND CREDIT AGREEMENT (the "Agreement") is made by and between **LIBERTY COVE NASSAU, LLC**, a Florida limited liability company, whose address is 12443 San Jose Boulevard, Suite 504, Jacksonville, FL 32223 (the "Donor") and **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097 (the "County").

WITNESSETH:

WHEREAS, Donor's application for development approval with the County for Liberty Cove Phase I, as shown in **Exhibit "A"** attached hereto and identified by SP21-016 (the "Development"), has been approved; and

WHEREAS, Section 36-21 of the Code of Ordinances of Nassau County, Florida (the "Code"), as amended, includes a Fee Schedule of mobility fees assessable against new construction occurring within the unincorporated area of the County and within a municipality that has entered into an interlocal agreement with the County pursuant to Section 36-5 of the Code for the public purpose of contributing a fair share to the cost of improvements and additions to the county transportation system; and

WHEREAS, Section 36-32 of the Code, provides for credits to be granted against a mobility fee imposed under Section 36-21 for the donation of land or the construction of off-site improvements to the County transportation system and further provides that such credits for construction will not exceed the estimated construction costs approved by the County unless the construction project is competitively bid, in which case, the credit shall be limited to the actual cost or one hundred twenty (120) percent of the bid amounts, whichever is less; and

WHEREAS, the Nassau County Land Development Code (the "LDC") establishes the William Burgess Mixed-Use Activity Center Overlay District and adopts the William Burgess Context and Connectivity Blueprint (the "Blueprint"), which provides that donors of new development and redevelopment along the thoroughfares identified therein will make improvements to the thoroughfare abutting the project in conformance with applicable standards and cross-sections set forth in its Section 4.9; and

WHEREAS, the Development is within the William Burgess Mixed-Use Activity Center Overlay District and in order to proceed with the Development, Donor is required to make the required improvements to William Burgess Boulevard in conformance with the applicable governmental standards and the requirements provided in the Blueprint; and

WHEREAS, both the Donor and the County have a vested interest in the creation of a safe, convenient, and efficient mobility network for all users and the parties commit to working jointly in good faith to complete their respective responsibilities as more particularly set forth in this Agreement; and

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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 under which the construction will be completed and any real property necessary therefore 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) Property.

(1) Additional right of way (the "Property") as generally depicted in the Conceptual Plan set forth in **Exhibit "B"** is necessary for the completion of Donor's Construction Obligation.

(2) Donor shall use good faith efforts to acquire the Property. Within sixty (60) calendar days of the approval of the design plans by the County as provided for in Section 3(b) below, Donor will notify County whether Donor has acquired all or any portion of the Property necessary for completion of its construction obligation set forth in Section 3 of this Agreement.

(3) If Donor provides notice that Donor has not acquired the Property, at the County's sole option, the County may elect to (i) acquire the Property directly so that Donor can construct the Project or (ii) relieve Donor of its duties under Section 3 of this Agreement and instead Donor shall pay to the County 12.27 percent of the County's cost to construct improvements to William Burgess Boulevard from Bill Howard Way to the northeast corner of Parcel ID No. 45-2N-27-0000-0002-0000, which represents Donor's proportionate share of the same ("Proportionate Share Payment"). Donor's Proportionate Share Payment shall be calculated based on the County's most recent engineering estimate available at the time of its calculation and shall be due to the County within sixty (60) calendar days of the County's election of this option. The County shall provide written notice of its election to either (i) acquire the Property directly so that Donor can construct the Project or (ii) relieve Donor of its duties under Section 3 of this Agreement and instead require Donor to pay the Proportionate Share Payment within ninety (90) calendar days after receipt of notice from the Donor pursuant to Section 2.(a)(2). In the event the County elects to pursue the acquisition of the Property, then the County shall provide written notice to Donor when it has acquired such right of way or has abandoned its efforts to obtain such right of way and is requiring payment of the Proportionate Share Payment. Within sixty (60) calendar days of Donor's receipt of such notice, Donor shall either commence construction of the Project or pay the Proportionate Share Payment to the County.

(b) 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

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the Property acquired by Donor. Donor's obligation to donate and convey any portion of the Property Donor is able to acquire shall be required even if Donor is unable to obtain, donate, and convey all of the Property. Additionally, Donor's obligation to donate and convey any portion of the Property Donor is able to acquire shall be required even if Donor does not construct the Project pursuant to the terms of this Agreement. It is currently anticipated that the design of the Project (as hereinafter defined) will not require any right of way to be dedicated from lands owned south of William Burgess Boulevard by Donor. In the event that such lands as required for the Project, Donor hereby agrees to donate and convey such lands to the County pursuant to the same terms and provisions of this Agreement for the Property. Collectively, any Right of Way donated pursuant to this Agreement shall be referred to as the "Property".

(c) The County, at its sole cost and expense, may enter the Property then owned by Donor 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 then owned by Donor for all lawful purposes in connection with this Agreement. Donor shall deliver possession of the Property to County at Closing.

3. Donor's Construction Obligation.

(a) Unless the County elects to accept the Proportionate Share Payment pursuant to Section 2 of this Agreement, Donor shall design, fund, permit, and construct a roundabout at the future intersection of William Burgess Boulevard and Liberty Cove Parkway in accordance with the Conceptual Plan set forth in **Exhibit "B"** hereto, and the applicable governmental requirements (the "Project") to the satisfaction of the County. Donor shall timely design, fund, and construct the Project to final completion so that it is open for use within 540 calendar days of the approval of the design plans by the County as provided for in Section 3(b) below.

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(b) Donor shall proceed promptly through the design and permitting process for the Project to completion and the final design for the Project shall be completed within 270 calendar days of the effective date of this Agreement. Donor shall obtain Development Review Committee approval of the Project prior to construction in accordance with Section 6.2 of Appendix D of the Code. Within fifteen (15) calendar days of receipt of the 30%, 60%, and 90% design plans for the Project, the Donor will submit the design plans to the County and the County will have thirty (30) calendar days to review and provide direction to Donor for necessary revisions on the submissions. If the County fails to comment within the thirty (30) calendar day period, the submissions will be deemed to be approved. The County will also have final approval for design and materials selection used in the Project.

(c) Donor shall comply with all applicable requirements of Appendix D of the Code, including, but not limited to, the engineering design standards provided in Article 11 and the construction and maintenance bonding requirements in Article 12.

(d) During construction of the Project, the County shall be provided with reasonable access for testing and inspection of the Project and oversight of construction.

(e) Within ninety (90) calendar days after final completion of the Project, Donor shall furnish County with a copy of the as-built drawings for the Project.

(f) Donor shall obtain and assign to the County all express warranties given to Donor or any contractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Donor warrants to the County that any materials and equipment furnished for the Project shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and performed in a good and workmanlike manner. Donor further warrants to the County that all materials and equipment furnished for the Project shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors.

4. Mobility Fee Credits. Donor will be eligible to receive Mobility Fee Credits for the construction and donation of the Project or, alternatively, for the Proportionate Share Payment if elected by the County pursuant to Section 2 of this Agreement. Donor shall also be eligible to receive Mobility Fee Credits for the donation of the Property. The amount of Donor's Mobility Fee Credits will be determined in accordance with the procedures set forth in Section 36-32 of the Code and the provisions set forth below.

(a) Mobility Fee Credits for the Proportionate Share Payment. If the County elects to accept the Proportionate Share Payment in lieu of Donor's construction of the Project pursuant to Section 2 of this Agreement, then Donor shall receive Mobility Fee Credits for the amount of the Proportionate Share Payment on a dollar-for-dollar basis. Donor shall receive Mobility Fee Credits for the Proportionate Share Payment upon receipt of the same by the County.

(b) Mobility Fee Credits associated with construction and donation of the Project.

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(1) Donor and County agree that the estimated cost of construction of the Credited Portion of the Project is \$5,250,430.00. Following the earlier of the County's acceptance of the conveyance of the Project or issuance of a construction bond for the Project, Donor shall receive Mobility Fee Credits for the Credited Portion of the Project in the amount of \$5,250,430.00.

(2) If the Project is competitively bid and the actual cost of construction exceeds the estimated construction cost, Donor may deliver to the County documentation of the actual cost of construction of the Project certified by a professional engineer on or before sixty (60) calendar days of final completion of the Project. In such case, within thirty (30) calendar days of the Donor's delivery of the actual cost of construction, the County shall provide the Donor with a written confirmation of the actual cost. At the time of the County's written confirmation of the actual cost of construction, Donor shall receive additional Mobility Fee Credits such that the total amount of Mobility Fee Credits associated with the cost of construction are equal to the actual cost of construction or one hundred twenty (120) percent of the bid amounts, whichever is less, in accordance with Section 36-32 of the Code.

(c) Mobility Fee Credit associated with the Property donation.

(1) Within sixty (60) calendar days of the County's election to accept a Proportionate Share Payment pursuant to Section 2(a)(3) of this Agreement or, alternatively, within sixty (60) calendar days of the completion of the final design plans for the Project, whichever is applicable, Donor shall deliver to the County, at Donor's expense, an appraisal of the fair market value of the Property, if any, 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 Project shall not be included in the appraisal of the Property.

(2) Within thirty (30) calendar days of the Donor's delivery of the first appraisal of the Property pursuant to Section 36-32 of the Code, the County shall provide the Donor with a written confirmation of the amount of the appraisal or notice that the County will seek a second appraisal pursuant to Section 36-32(c) of the Code.

(3) Upon the conclusion of the appraisal process set forth in Section 36-32(e) of the Code and within thirty (30) calendar days of the receipt of the final appraisal of the Property, the County shall provide the Donor with a written confirmation of the amount of the final donation credit.

(4) Following the County's acceptance of conveyance or dedication of the Property, Donor shall receive Mobility Fee Credits for the donation of the Property.

(c) This Agreement, together with such written confirmation by the County, shall constitute the credit agreement contemplated by Section 36-32 of the Code.

(d) In the event the Property is not donated to the County or the Project is not completed and conveyed to the County, or, alternatively, the Proportionate Share Payment is not made to the County in accordance with this Agreement, then, in addition to any other remedies

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available to the County pursuant to this Agreement or general law, any Mobility Fee Credits associated with the contribution not provided to the County shall become null and void and any Mobility Fees shall become immediately due for credits previously utilized.

5. Title & Survey.

(a) Prior to Closing, Donor will furnish the County with a current title insurance commitment (the "Title Commitment") covering the Property. The title policy issued for the Property at Closing shall be in an amount equal to the fair market value determined in Section 4(c). 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 any permitted encumbrances accepted by the County 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.

(b) The parties acknowledge that this Agreement has been prepared without the benefit of a current survey of the Property. Prior to Closing, Donor shall have the Property surveyed to develop legal descriptions for all parcels and shall deliver to the County a survey of the Property done in accordance with the Florida Minimum Technical Standards for Land Surveys. The survey shall identify any easements located on the Property and shall be subject to the approval of the County. The parties agree that if, in the opinion of the County, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects that cannot be timely removed by the Donor, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of the County, and shall be subject to the final approval of the County. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Donor's execution and delivery of the closing instruments containing the revised legal description and the County's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

6. 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.

7. Closing Procedure and Documents. At Closing:

(a) Donor shall transfer the Property and the Project, as applicable, to the County free and clear of all liens and encumbrances. If Donor constructs the Project pursuant to this Agreement, the Closing of the conveyance of the Property and transfer of the Project ("Closing") shall take place within ninety (90) calendar days after final completion of the Project as set forth in Section 3 above. The actual Closing date shall be determined by the Donor and the

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County Manager. If Donor does not construct the Project pursuant to this Agreement, the Closing of the conveyance of the Property shall take place within ninety (90) calendar days of the County's election to accept a Proportionate Share Payment pursuant to Section 2(a)(3) of this Agreement, which actual Closing date shall be determined by the Donor and the County Manager.

(b) Donor shall execute and deliver or cause to be delivered to the County a general warranty deed ("Deed") for the Property 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 "C"**;

(c) Donor shall execute and deliver or cause to be delivered to the County a bill of sale for the Project and all associated warranties, in the form and content attached hereto as **Exhibit "D"**.

(d) Donor shall execute and deliver to the Title Insurer an affidavit 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;

(e) 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;

(f) 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;

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

(h) Donor shall obtain an estoppel, if necessary, from any relevant owner's association or other applicable entity identified in the Title Commitment confirming that no assessments are due and payable as of Closing; and

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

8. Closing Expenses. The Donor shall pay the documentary stamp taxes and recording costs due, the costs of the survey, its legal expenses, 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.

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.

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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. This Agreement may not be assigned by Donor or the County without the written consent of the other party; provided, however, that upon written notice to the County, Donor may assign its interests and obligations under this Agreement to the Liberty Cove Community Development District created pursuant to Chapter 190, Florida Statutes, and Section 20 ½-168 of the Code.

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: Liberty Cove Nassau, LLC
c/o Matovina & Company
12443 San Jose Boulevard, Suite 504
Jacksonville, FL 32223
Attention: Gregory Matovina
Email: gmatovina@matovina.com

County: Nassau County
96135 Nassau Place, Suite 1
Yulee, Florida 32097
Attention: County Administrator
Email: tpope@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.

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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 which have not already been approved by the Development Review Committee shall be approved within the Development until and unless the default is cured or the parties agree to an alternative means for satisfying Donor's obligations pursuant to this Agreement, and for (ii) any default occurring after Closing, no additional development approvals or permits will be granted within the Development 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 Project 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 except specific performance.

(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.

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21. 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 Florida 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 except that Donor shall have the right to encumber the Property in connection with the formation of a community development district or as otherwise approved by the County.

(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 and Project prior to the Closing Date and Donor shall prevent and refrain from any use of the Property for any purpose or in any manner that would diminish its market value.

(f) Subject to anything disclosed by the Survey, Donor will represent and warrant that there are no parties other than Donor in occupancy or possession of any part of the Property at the time of Closing.

(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.

22. County Representations and Warranties. The County represents and warrants to Donor that the County has approved this Agreement, has 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.

23. Survival. The terms and conditions of this Agreement shall survive Closing.;

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24. Further Assurances. Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

25. Relationship of the Parties. The relationship of the parties to this Agreement is contractual and Donor is an independent contractor and not an agent of the County. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

26. Indemnification and Sovereign Immunity.

(a) Donor will defend, indemnify, and hold the County harmless from any judgment, decree, order, demand, or claim (including attorney's fees and costs), which arise from Donor's negligent or intentional acts or omissions pursuant to this Agreement and the design and construction of the Project.

(b) Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the County's right to sovereign immunity under Section 768.28, or other limitations imposed on the County's potential liability under state or federal law. As such, the County shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the County shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00).

27. Development Permits. Nothing herein shall be construed as a development permit authorizing a specific development of any kind. Nothing herein shall be construed to limit the County's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular County, State and/or Federal permit, condition, term or restriction shall not relieve Donor or the County of the necessity of complying with the law governing said permitting requirement, condition, term or restriction.

28. No General Obligation. Notwithstanding any other provision of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the County within the meaning of the Constitution and laws of the State of Florida.

29. Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

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30. WAIVER OF TRIAL BY JURY. DONOR AND COUNTY 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 DONOR AND COUNTY. DONOR AND COUNTY 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. DONOR AND COUNTY FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE, OR AGENT OF DONOR AND COUNTY (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE, TO DONOR AND COUNTY OR TO ANY AGENT OR REPRESENTATIVE OF DONOR AND COUNTY (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]

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

DONOR:

LIBERTY COVE NASSAU, LLC

By: *Gregory E. Matovina*
Name: Gregory E. Matovina
Title: As President of Matovina & Company,
Manager

Date: 09/11/23

Sabrina Robertson
Witness as to Donor

Sabrina Robertson
Printed Name

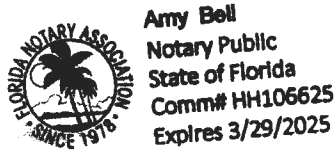
megan sawyer
Witness as to Donor

megan sawyer
Printed Name

STATE OF Florida)
COUNTY OF Nassau)

This instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of Sept, 2023 by Gregory E. Matovina, as President of Matovina & Company, Manager of Liberty Cove Nassau, LLC, on its behalf, who is personally known to me or has produced _____ as identification.


By: *Amy Bell*
Notary Public, State of Florida
Print: Amy Bell



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COUNTY:

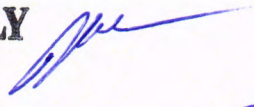
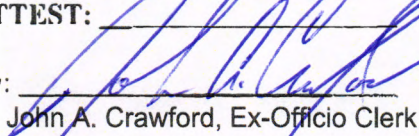
NASSAU COUNTY, FLORIDA
A political subdivision of the State of Florida

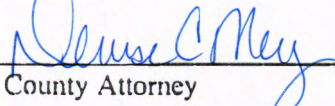
By: 
Name: Klynt A. Farmer

Title: Chairman

Date: 9-11-23

**ATTEST AS TO CHAIRMAN'S
SIGNATURE ONLY**

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

Legally Sufficient:
By: 
Denise C. Mey
County Attorney

Date: 9-11-23

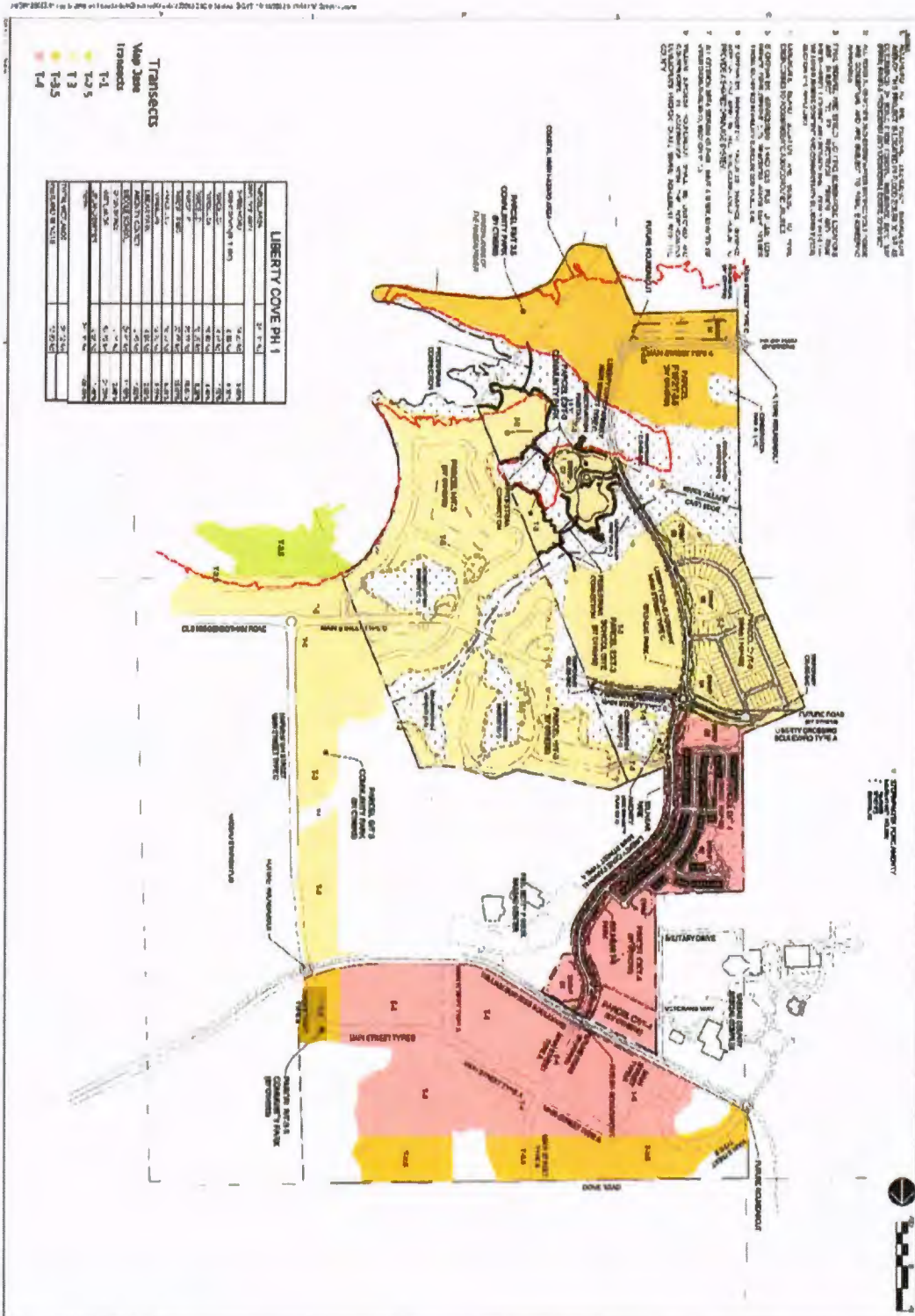
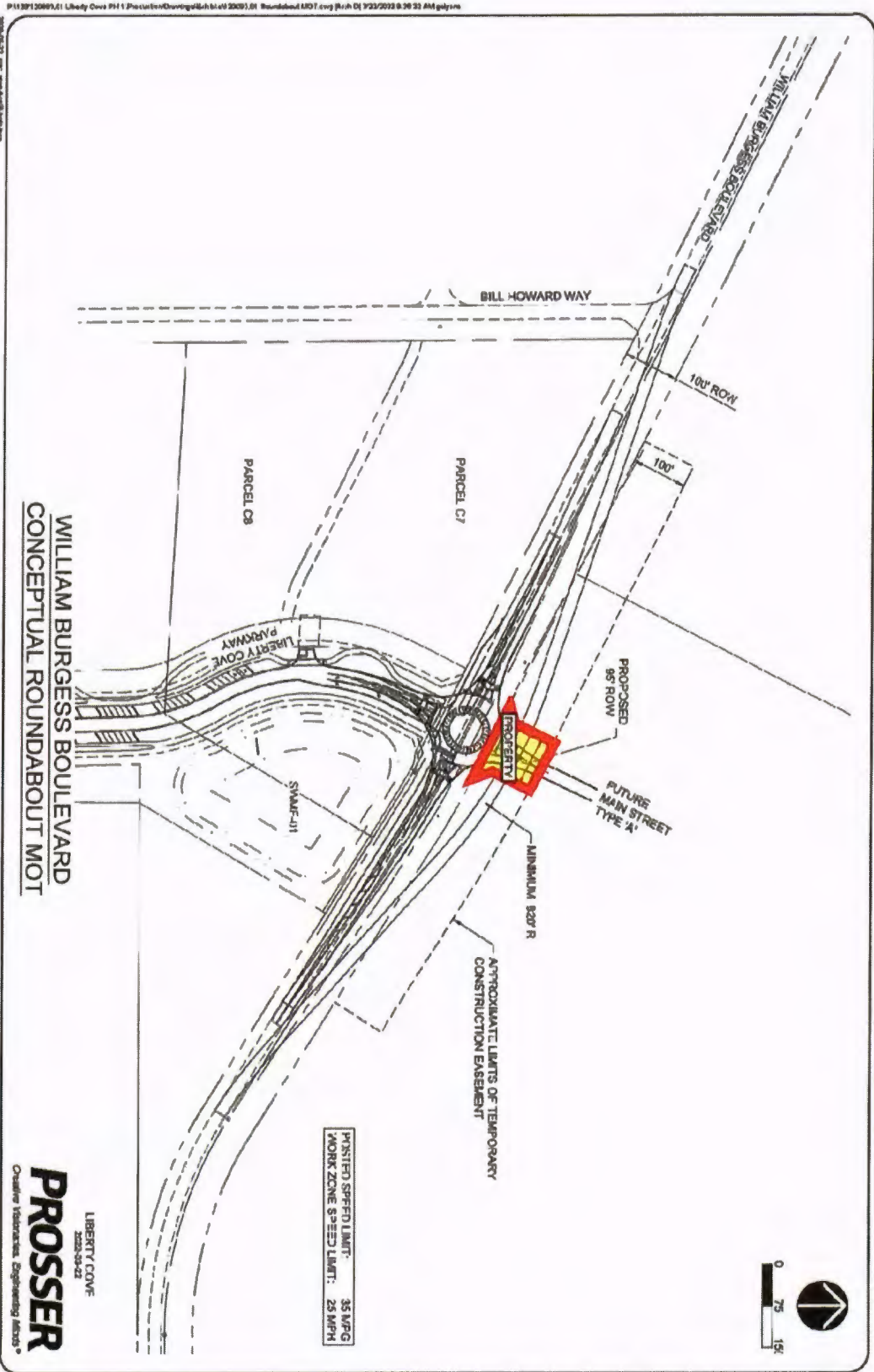


EXHIBIT B
 Conceptual Plan



Record and Return to:
Nassau County c/o County Administrator
96135 Nassau Place, Suite 1
Yulee, Florida 32097

This Document Prepared by:
Kirsten H. Mood, Esq.
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308
(850) 224-4070

GENERAL WARRANTY DEED

THIS WARRANTY DEED, made this ____ day of _____, 20____, between Liberty Cove Nassau, I.L.C, hereinafter called Grantor, whose mailing address is 12443 San Jose Boulevard, Suite 504, Jacksonville, FL 32223, and Nassau County, a political subdivision of the State of Florida, whose mailing address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097, its successors, and assigns, hereinafter called Grantee. Wherever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of organizations.

WITNESSETH:

The Grantor, for and in consideration of the sum of One dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto Grantee, its successors and assigns forever, the following described land, situate, lying and being in the County of Nassau and the State of Florida (the “Property”), more particularly described as:

See Exhibit “A” attached hereto and made a part hereof.

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

AND the Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; that said land is subject to all matters of record and taxes for the current year.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

LIBERTY COVE NASSAU, LLC

WITNESSES

(Witness No. 1 – Signature)

Gregory Matovina, As President of Matovina & Company, Manager

(Witness No. 1 – Printed)

(Witness No. 2 Signature)

(Witness No. 2 Printed)

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this ____ day of _____ 20__ by Gregory Matovina, as President of Matovina & Company, Manager of Liberty Cove Nassau, LLC, who is personally known to me or who has produced _____ as identification.

Signature of Notary Public
Printed Name of Notary: _____
Commission Number: _____
Commission Expiration: _____

(Notary Stamp)

EXHIBIT C
Deed

EXHIBIT A TO DEED

BILL OF SALE

LIBERTY COVE NASSAU, LLC, a Florida limited liability company (the “Seller”), whose mailing address is 12443 San Jose Boulevard, Suite 504, Jacksonville, FL 32223, has sold to **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (the “Buyer”), whose mailing address is P.O. Box 456, Fernandina Beach, FL 32034, certain assets pursuant to a Mobility Fee Credit Agreement dated _____, as amended (the “Agreement”). Unless defined in this Bill of Sale, all terms shall have the meanings ascribed to them in the Agreement. This Bill of Sale shall be interpreted in accordance with the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby sells, assigns, transfers, and delivers to the Buyer all its right, title, and interest in and to the following personal properties and interests now possessed by the Seller (the “Purchased Assets”):

- (a)
- (b)

AND Seller represents and warrants it has good title to the Purchased Assets and that they are being sold free and clear of all liens, liabilities, and encumbrances. Seller undertakes and agrees to execute such further endorsements, certificates, conveyance instruments, consents, and other documents as may be reasonable required to permit the Buyer to hold and enjoy the assets assigned hereunder and all rights therein.

AND the parties agree that this Bill of Sale shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns, and that all terms and conditions in the Agreement remain in full force and effect. This Bill of Sale is not intended to constitute, nor does it constitute, a novation, discharge, or termination of any obligations under the Agreement.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.**

IN WITNESS WHEREOF, the Seller has executed this Bill of Sale effective as of the date last written below.

WITNESSES

LIBERTY COVE NASSAU, LLC

(Witness No. 1 - Signature)

Gregory Matovina, As President of Matovina & Company, Manager

(Witness No. 1 - Printed)

(Witness No. 2 - Signature)

(Witness No. 2 - Printed)

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this ____ day of _____ 20__ by Gregory Matovina, as President of Matovina & Company, Manager of Liberty Cove Nassau, LLC, LLC, who is personally known to me or who has produced _____ as identification.

Signature of Notary Public
Printed Name of Notary: _____
Commission Number: _____
Commission Expiration: _____

(Notary Stamp)