

**PARK DONATION AND CREDIT AGREEMENT**

**THIS PARK 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 (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**, Donor is the fee simple owner of those parcels of land depicted in **Exhibit "B"** and **Exhibit "C"** attached hereto (collectively referred to as the "Property"); and

**WHEREAS**, Section 34-23 of the Code of Ordinances of Nassau County, Florida (the "Code"), as amended, includes a Fee Schedule of Park Impact Fees and Recreational Facility Impact 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 for the public purpose of contributing a fair share to the cost of improvements and additions to the county recreation system; and

**WHEREAS**, Section 34-86 of the Code provides for credit to be granted against an impact fee imposed under Section 34-23 for the donation of land, equipment, or the construction of capital facilities required pursuant to a development permit or made voluntarily in connection with capital facilities impact construction provided such property is conveyed to the County in fee simple without remuneration; and

**WHEREAS**, the County Comprehensive Plan Recreation and Open Space and Capital Improvements Elements require that the Development meet the adopted level of service standards set forth in Policy ROS.01.04 for Community and Regional Parks and the design standards provided in Policy ROS.01.05; and

**WHEREAS**, the parties have jointly developed a conceptual site plan for a community park to be located on the E3.1 Park Parcel within the Development, which is attached hereto as **Exhibit "D"** (the "Park E3.1 Site Plan"); and

**WHEREAS**, the parties have jointly agreed to construction of certain amenities within the Linear Park Parcels associated with Liberty Cove Parkway, including pavilions, benches, lighting, restrooms, trash receptacles, and other amenities, a conceptual site plan for which is attached here as **Exhibit "E"** (the "Linear Park Site Plan"); and

**WHEREAS**, the Park E3.1 Site Plan and the Linear Park Site Plan (collectively referred to as the "Project") implement key principles of good park design, implement sound urban

Liberty Cove - Parks

planning techniques, and will meet social and recreational needs of current and future residents of Nassau County; and

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

**WHEREAS**, the County finds it is in the best interest of the public to enter into this Agreement with Donor to establish the specific terms 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) Upon and subject to the terms of this Agreement, Donor agrees to donate and convey to the County and the County agrees to accept all Donor's rights, title, and interest to the Property depicted in **Exhibit "B"** and **Exhibit "C"** hereto, which consists of the following parcels, totaling 37.5 acres more or less:

(1) Those parcels denoted as "Linear Parcel" in **Exhibit "B"** (the "Linear Parcels");

(2) That parcel denoted as Parcel E3.1 in **Exhibit "B"** (the "E3.1 Park Parcel"); and

(3) Those parcels denoted as Park E3.2, Park E3.3, and Park F3 in **Exhibit "C"** (collectively the "Community Park Parcels"). The parties agree that the boundaries of the Community Park Parcels are subject to change provided that the total acreage, character, and general location of the Community Park Parcels remains substantially the same. Donor and County will agree on the boundaries of the Parks E3.2 and E3.3 prior to approval of any site engineering plan of any portion of Parcel H of the Development and on the boundary of Park F3 prior to platting any portion of Parcels F1 or F2 of the Development, all as shown on **Exhibit "C"**

(b) The Liberty Cove Concept Plan at **Exhibit "C"** includes an extended linear park system to provide a comprehensive internal trail network to connect the Linear Parcels, the E3.1 Park Parcel, and the Community Park Parcels (the "Additional Linear Parcels"). The location and layout of the Additional Linear Parcels is not known at this time and will be determined as subsequent phases are developed. 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 Additional Linear Parcels.

Liberty Cove - Parks

(c) The County, at its sole cost and expense, may enter the Property and the Additional Linear Parcels (upon identification) 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 and the Additional Linear Parcels (upon identification) 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 and the Additional Linear Parcels (upon identification) for all lawful purposes in connection with this Agreement. Donor shall deliver possession of the Property and the Additional Linear Parcels (upon identification) to County upon dedication of the Property via final plat.

3. Donor's Construction Obligation.

(a) Donor shall design, fund, permit, and construct the Project, as shown in the Park E3.1 Site Plan and the Linear Park Site Plan and in accordance with the applicable governmental requirements 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 no later than 540 days from approval by the County of this Agreement.

(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 365 calendar days of the effective date of this Agreement. Donor shall obtain Development Review Committee approval of the Project prior to commencement of construction in accordance with Chapter 29 of the Code and Section 5.07 of the Land Development 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.

Liberty Cove - Parks

(c) Donor shall comply with the bonding requirements of Section 25.06 of the Nassau County Land Development Code and Article 12 of the Nassau County Roadway and Drainage Standards prior to commencement of construction of the Project.

(d) In the event the Property is transferred to the County prior to the completion of the construction of the Project, then prior to such transfer, Donor shall satisfy the insurance requirements set forth below:

(1) Donor shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance described herein. All insurers must be authorized to transact insurance business in the State of Florida as provided by Section 624.09(1), Florida Statutes, and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of Best's Key Rating Guide" (Property-Casualty) must be at least A- or above. The insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are acceptable to the County. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the County, on a timely basis, if required by the County. These Certificates and policies shall contain provisions that ten (10) days' written notice by registered or certified mail shall be given the County of any nonpayment of premium cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Donor shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Donor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project.

(2) The acceptance by the County of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by the County that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement.

(3) Until acceptance of the work by County, Donor shall maintain insurance of the types and to the limits specified in paragraph (7) below entitled "Required Insurance.". Donor shall require each of its consultants, contractors, and related subs to procure and maintain, until the completion of that entity's work, insurance of the types and to the limits specified in paragraph (7) below, unless such insurance requirement for the consultant or contractor is expressly waived in writing by the County. Said waiver shall not be unreasonably withheld upon Donor representing in writing to County that Donor's existing coverage includes and covers the consultants, contractors, and related subs for which a waiver is sought, and that such coverage is in conformance with the types and limits of insurance specified in paragraph (7) below. The Commercial General Liability (CGL) and Auto Liability policy(ies) obtained by Donor to meet the requirements of this Agreement shall name County as an additional insured as to the operations of the Donor under this Agreement and shall contain severability of interests' provisions. All policies, except Workers' Compensation, shall be primary and noncontributory.

Liberty Cove - Parks

(4) If any insurance provided pursuant to this Agreement expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Donor thirty (30) days prior to the date of expiration. Should at any time the Donor not maintain the insurance coverages required in this Agreement, the County may cancel this Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Donor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement. The County shall have the right to back-charge Donor for the cost of procuring such insurance. The failure of the County to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Donor's coverage based on the evidence of insurance provided by the Donor shall not be construed as a waiver by the County of Donor's Obligation to procure, maintain, and pay for required insurance.

(5) Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the County's Representative and approved by the County prior to the transfer of the Property to the County. The Donor shall not transfer the Property to the County until it has obtained all insurance required under this paragraph and such insurance has been approved by the County's Representative, nor shall the Donor allow any contractor to work on its sub-contract until all similar such insurance required of the contractor has been obtained and approved.

(6) Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best rating of A- or better.

(7) Required Insurance

(i) COMMERCIAL GENERAL LIABILITY INSURANCE.

The Donor shall purchase and maintain at the Donor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Agreement. Modified Occurrence or Claims Made forms are not acceptable. The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use. CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract

Liberty Cove - Parks

Definition CGL policy shall include broad form contractual liability coverage for the Donors covenants to and indemnification of the Authority under this Contract.

(ii) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. The Donor shall purchase and maintain at the Donor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Agreement. The Limits of this insurance shall not be less than the following limits:

Part One - Workers' Compensation Insurance	Unlimited
Statutory Benefits as provided in the Florida Statutes and	
Part Two - Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

(iii) AUTOMOBILE LIABILITY INSURANCE. The Donor shall purchase and maintain at the Donor's expense Automobile Liability insurance coverage for the life of this Agreement. The Limits of this insurance shall not be less than the following limits:

Combined Single Limit - Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Donor, insured contractor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Donor or contractor.

(8) The Donor, and its insurance carrier, waives all subrogation rights against the County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the agreement and for any events occurring during the agreement period, whether the suit is brought during the agreement period or not. The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from Others or equivalent.

(9) Donor shall require each of its contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Donor's insurance.

(10) All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period, as provided in subsection (g). Accordingly, at the time of submission of final application for payment, Donor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

(11) The insurance requirements set forth herein shall in no way limit Donor's liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage, and limits. The required minimum policy limits set forth shall not be construed as a limitation of Donor's right under any policy with higher limits, and no policy maintained by the Donor shall be construed as

Liberty Cove - Parks

limiting the type, quality, or quantity of insurance coverage that Donor should maintain. Donor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

(12) If the insurance of Donor or any contractor or consultant contains deductible(s), penalty(ies) or self-insured retention(s), the Donor or contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

(13) The failure of Donor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

(e) During construction of the Project, the County shall be provided with reasonable access for inspection of the Project and oversight of construction. Donor will also provide County with reasonable access to perform material testing.

(f) 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.

(g) 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. If, within twenty-six (26) months after final completion, any work is found to be defective or not in conformance with the design, Donor shall correct it promptly after receipt of written notice from the County. Donor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law. Additionally, when the Project is conveyed to the County, Donor must first furnish the County with a maintenance bond in an amount equal to fifteen (15) percent of the total of all construction contracts issued for construction of the Project.

4. Park and Recreational Facility Impact Fee Credits. Donor will be eligible to receive Park Impact Fee credits for the donation of the Property and Recreational Facility Impact Fee credits for the construction and donation of the Project located on the Property. The amount of Donor's Park and Recreational Facility Impact Fee credits will be determined in accordance with the procedures set forth in Section 34-86 of the Code and the provisions set forth below.

(a) Recreational Facility Impact Fee Credits associated with construction and donation of the Project.

Liberty Cove - Parks

(1) Donor and County agree that the estimated cost of construction of the Project is \$6,358,132.63. Following the earlier of the County's acceptance of conveyance of the Project or issuance of a construction bond for the project, Donor shall receive Recreational Facility Impact Fee credits for the Project in the amount of \$6,358,132.63.

(4) If the Project is competitively bid and the actual cost of construction exceeds the estimated construction cost confirmed by the County, Donor may deliver to the County documentation of the actual cost of construction of the Project certified by a professional architect or 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 Recreational Facility Impact Fee credits such that the total amount of Recreational Facility Impact 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 34-86 of the Code.

(b) Park Impact Fee credits associated with the Property donation.

(1) Donation of the E3.1 Park Parcel and the Linear Parcels.

(i) Pursuant to the appraisals obtained by the Donor and the County, the Donor and the County hereby agree that the Park Impact Fee credit for the donation of the Linear Parcels and the E3.1 Park Parcel is \$2,131,875, which is the fair market value of those parcels based on the average of Donor's appraisal and the County's appraisal in accordance with Section 34-86(f) of the Code. The value associated with the Project shall not be included in the appraisal of the Property.

(ii) Following the County's acceptance of dedication of the Linear Parcels and the E3.1 Park Parcel, Donor shall receive Park Impact Fee credits for the donation of the Linear Parcels and the E3.1 Park Parcel in the amount of the fair market value set forth in subsection (b)(1)(i) above.

(2) Donation of the Community Park Parcels and the Additional Linear Parcels.

(i) On or before ninety (90) calendar days prior to Donor's dedication of the Community Park Parcels or the Additional Linear Parcels to the County via final plat, Donor shall deliver to the County, at Donor's expense, an appraisal of the fair market value of the parcels to be dedicated from an MAI appraiser. The value of the parcels to be dedicated shall be based on the land in its unimproved state at the time of its valuation.

(ii) Within thirty (30) calendar days of the Donor's delivery of the first appraisal of the parcels to be dedicated pursuant to Section 34-86 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 34-86(f) of the Code.



Liberty Cove - Parks

(iii) Upon the conclusion of the appraisal process set forth in Section 34-86(f) of the Code and within thirty (30) calendar days of the receipt of the final appraisal of the parcels to be dedicated, the County shall provide the Donor with a written confirmation of the amount of the final donation credit.

(iv) Following the County's acceptance of dedication of the Community Park Parcels and the Additional Linear Parcels, Donor shall receive Park Impact Fee credits for the donation of the dedicated parcels in the amount of the final donation credit.

(c) This Agreement, together with such written confirmation by the County, shall constitute the credit agreement contemplated by Section 34-86 of the Code.

(d) In the event the Property is not donated to the County and the Project is not completed and conveyed to the County in accordance with this Agreement then, in addition to any other remedies available to the County pursuant to this Agreement or general law, any Park and Recreational Facility Impact Fee credits granted shall become null and void and any Park and Recreational Facility Impact Fees shall become immediately due for credits previously utilized.

5. Prorations. All applicable governmental and association taxes, assessments, and charges shall be paid by Donor pursuant to Florida law prior to dedication of the Property or the Additional Linear Parcels.

6. Dedication and Conveyance.

(a) Donor shall transfer the Property and the Project to the County free and clear of all liens and encumbrances. Donor shall dedicate the Property and the Additional Linear Parcels to the County via final plat showing the Property geographically and legally described, recorded in the Official Records of Nassau County, Florida, and including express words of dedication to the County.

(b) After final completion of the Project, 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 "F"**.

(c) Prior to dedication of the Property and the Additional Linear Parcels via final plat, Donor shall execute and deliver such other documents as may be required to effectuate the purpose of this Agreement.

7. Dedication Expenses. The Donor shall pay any documentary stamp taxes or recording costs due, the costs of the survey, and its legal expenses, and the County shall pay its legal expenses, any of its Property investigation expenses, and all of its other costs associated with this transaction.

Liberty Cove - Parks

8. 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.

9. 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.

10. 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.

11. 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.

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

13. 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.

14. 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

Liberty Cove - Parks

15. 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.

16. 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. This Agreement shall run with the land.

17. 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.

18. 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. 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.

19. 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 dedication of the Property or the Additional Linear Parcels by final plat, no site engineering plans or subdivision plats which have not already been approved 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 dedication of the Property or the Additional Linear Parcels by final plat, 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.

Liberty Cove - Parks

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

20. Donor Representations and Warranties. Donor hereby represents and warrants to the County as follows:

(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, the Additional Linear Parcels, or any portion or portions thereof or any interest therein, except as provided herein, in the public records. Donor shall not transfer or encumber any interest in the Property or the Additional Linear Parcels prior to their dedication to the County via final plat except that Donor shall have the right to encumber the Property and the Additional Linear Parcels in connection with the formation of a community development district, by granting easements over the Property and Additional Linear Parcels pursuant to the engineering plans approved by the County, 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, the Additional Linear Parcels, and Project prior to the transfer and acceptance of the same by the County and Donor shall prevent and refrain from any use of the Property or the Additional Linear Parcels for any purpose or in any manner that would diminish its market value

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

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

21. 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.

Liberty Cove - Parks

22. Survival. The terms and conditions of this Agreement shall survive dedication of the Property and Additional Linear Parcels via final plat.

23. Recording. This Agreement shall be recorded by the County in the Public Records of Nassau County, Florida, within five (5) working days of its complete execution by the Donor and the County. The cost of recording shall be paid by the County.

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.

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 OR COUNTY (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE, TO DONOR OR COUNTY OR TO ANY AGENT OR REPRESENTATIVE OF DONOR OR 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 DEDICATION OF THE PROPERTY AND ADDITIONAL LINEAR PARCELS VIA FINAL PLAT.

[Signatures commence on following page]

Liberty Cove - Parks

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 11<sup>th</sup> 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.



Amy Bell  
Notary Public  
State of Florida  
Comm# HH106625  
Expires 3/29/2025

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

Liberty Cove - Parks

COUNTY:

NASSAU COUNTY, FLORIDA

A political subdivision of the State of Florida

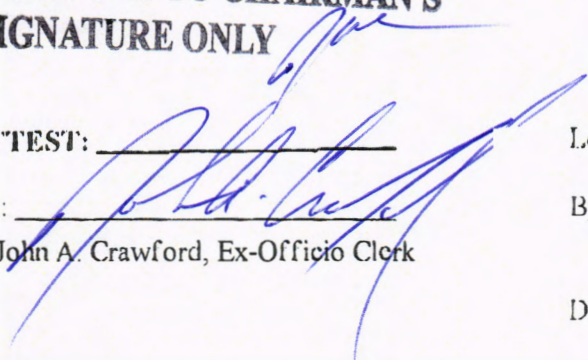
By: 

Name: Klynt A. Farmer

Title: Chairman

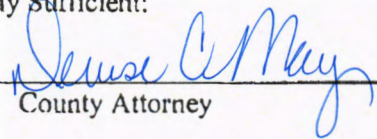
Date: 9-11-23

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

ATTEST: 

By: John A. Crawford, Ex-Officio Clerk

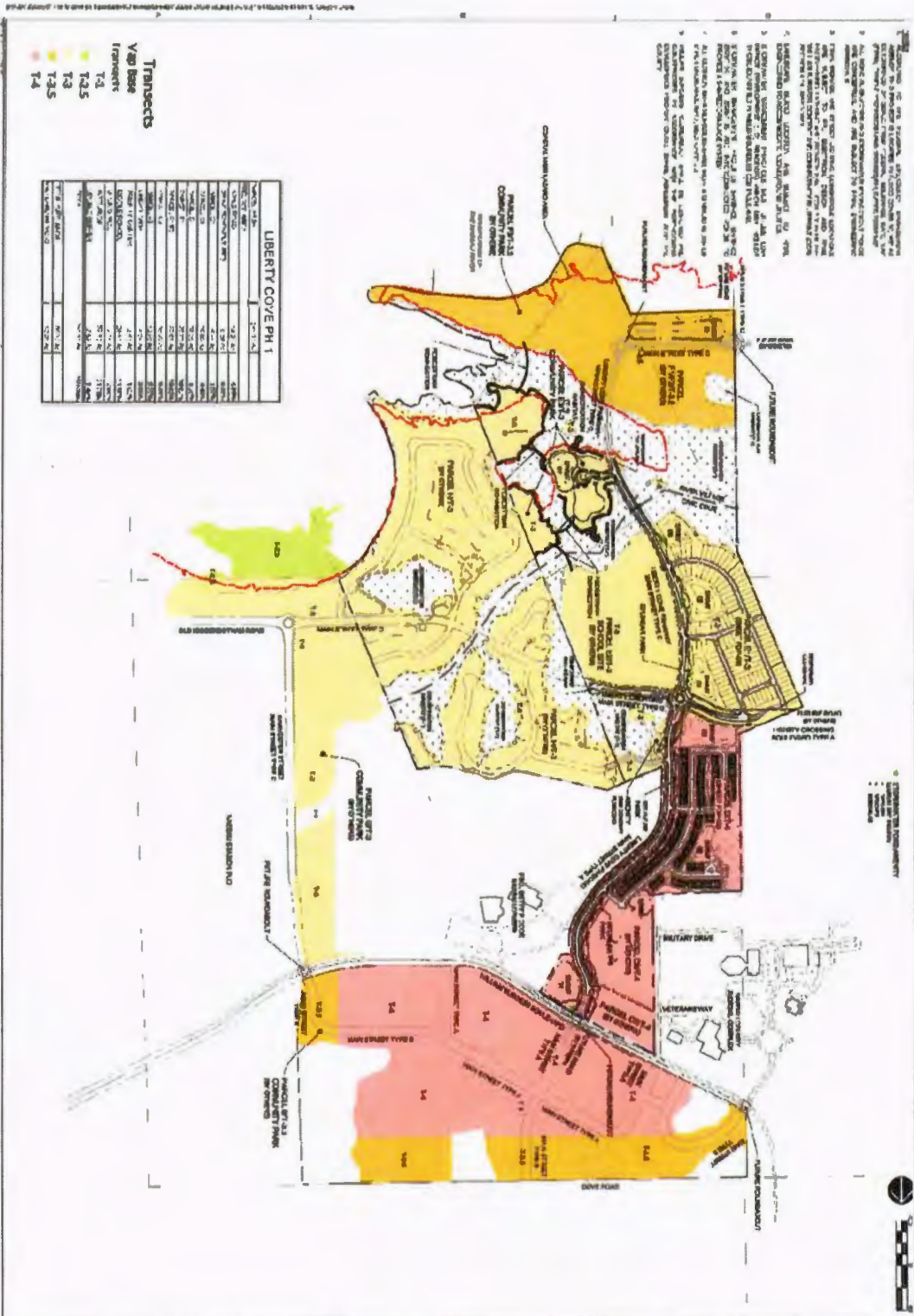
Legally Sufficient:

By:   
County Attorney

Date: 9-11-23



# EXHIBIT A Development



**PROSSER**  
 Civil/Industrial/Residential  
 1000 Main Street  
 Boston, MA 02110  
 Tel: 617.552.1234  
 Fax: 617.552.1235  
 www.prosser.com

**LIBERTY COVE MASSALL, LLC**

**LIBERTY COVE**

DATE: 10/15/2010  
 DRAWN BY: J. SMITH  
 CHECKED BY: M. JONES  
 DESIGNED BY: R. BROWN  
 SCALE: AS SHOWN

**PSP OVERALL DEVELOPMENT SITE PLAN**

**G-013**  
 1/23/11

EXHIBIT B  
E3.1 Park Parcel and the Linear Parcels



EXHIBIT B  
E3.1 Park Parcel and the Linear Parcels

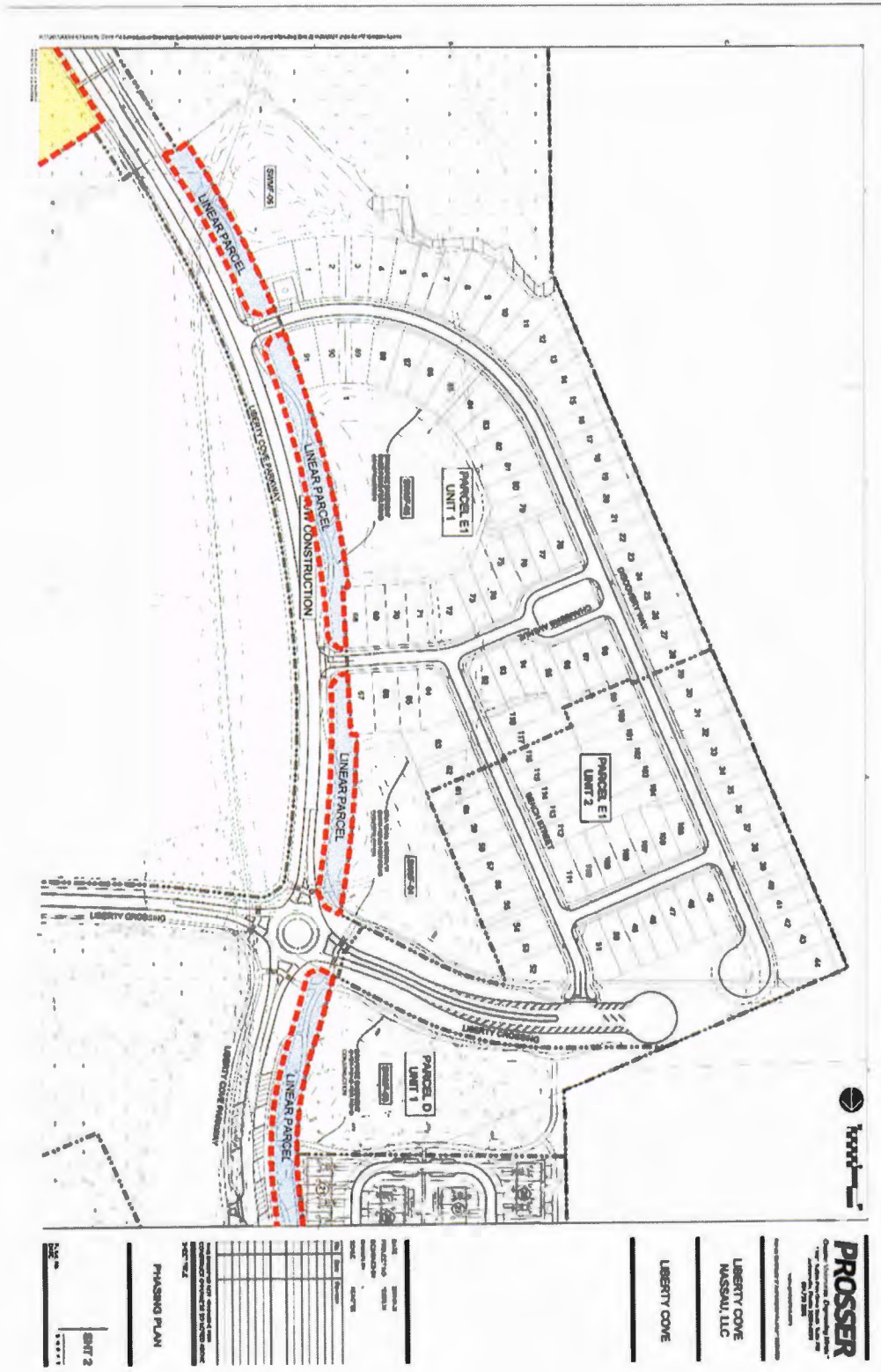


EXHIBIT B  
 E3.1 Park Parcel and the Linear Parcels

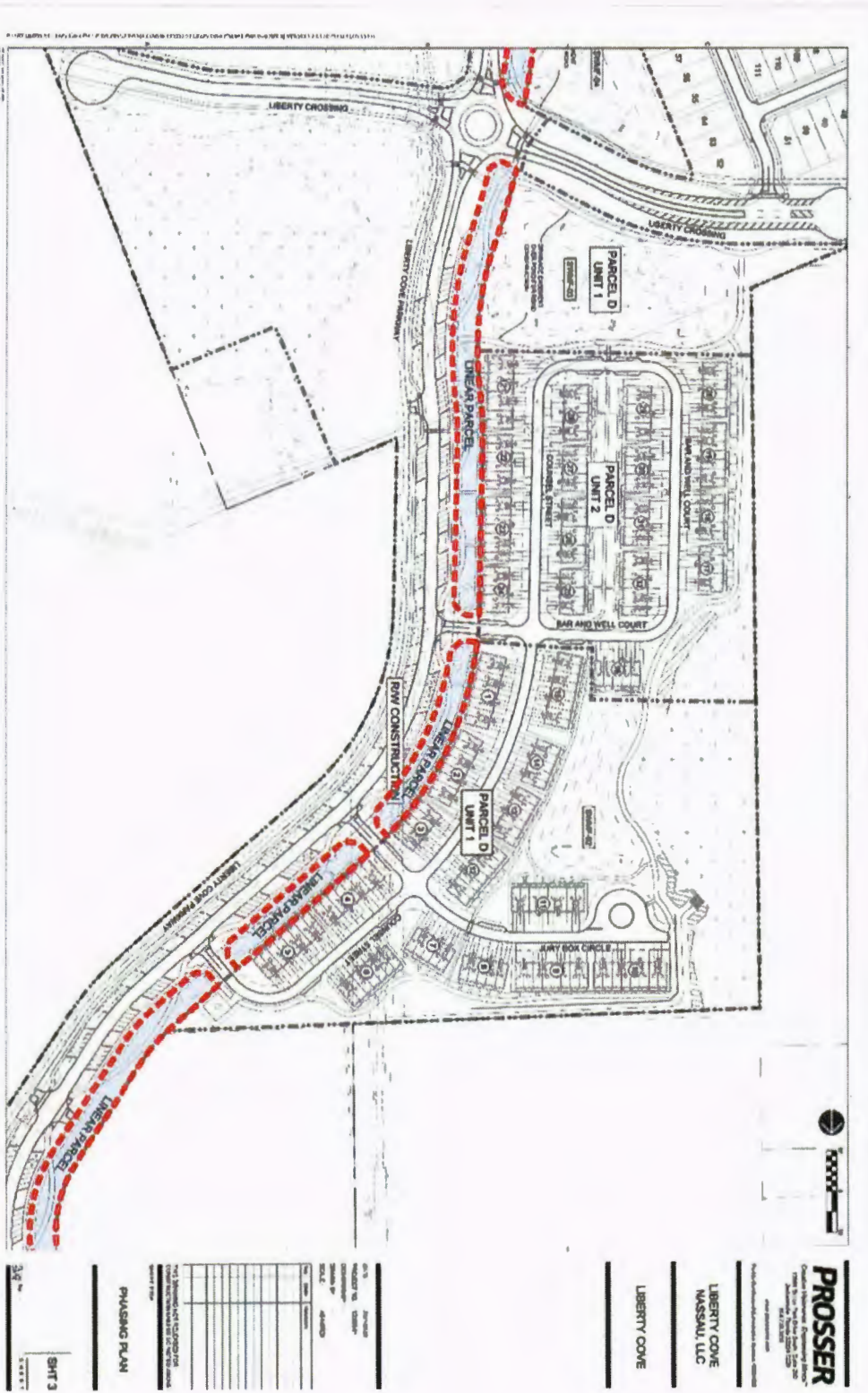


EXHIBIT B  
 E3.1 Park Parcel and the Linear Parcels



**PROSSER**  
 CIVIL ENGINEERS & ARCHITECTS  
 1505 N. GARDEN STREET, SUITE 200  
 WILMINGTON, MASSACHUSETTS 01897  
 TEL: 617.251.8800

LIBERTY COMMUNITY DEVELOPMENT, LLC  
 1505 N. GARDEN STREET, SUITE 200  
 WILMINGTON, MASSACHUSETTS 01897

LIBERTY COMMUNITY DEVELOPMENT, LLC  
 1505 N. GARDEN STREET, SUITE 200  
 WILMINGTON, MASSACHUSETTS 01897

NO.	DATE	DESCRIPTION

**PHASING PLAN**  
 SHEET 7  
 2013

EXHIBIT C  
Community Park Parcels and Liberty Cove Concept Plan



Community Park Parcels  
**LIBERTY COVE  
CONCEPT PLAN**

**LEGEND**

- Main Street Type A
- Main Street Type B
- Main Street Type C
- Boulevard Type A
- Future Connection by Others
- Vehicular Connection
- Conservation
- William Burgess Regional Trail
- Linear Park (Avg. 60 ft.)
- Park
- Pedestrian Connection

1. All wetlands depicted are generalized areas and subject to change based upon final engineering and permitting.
2. Road alignments are approximate and subject to engineering design and final permitting.
3. Recreation demand is 14 acres per 1,000 persons, assuming 2.65 persons per single family household, 1.72 persons per multi-family household, and 2.43 persons per duplex, triplex or quad.
4. Parcels located within the T-1 Tract(s) that collectively include a minimum of 45,000 square feet of Retail and Office uses.
5. The maximum non-residential square footage within the T-1 Tract(s) shall be limited by building height, floor area ratio (FAR) standards, and operational traffic limitations.

**PROSSER**



SHEET 1 of 2

EXHIBIT C  
Community Park Parcels and Liberty Cove Concept Plan

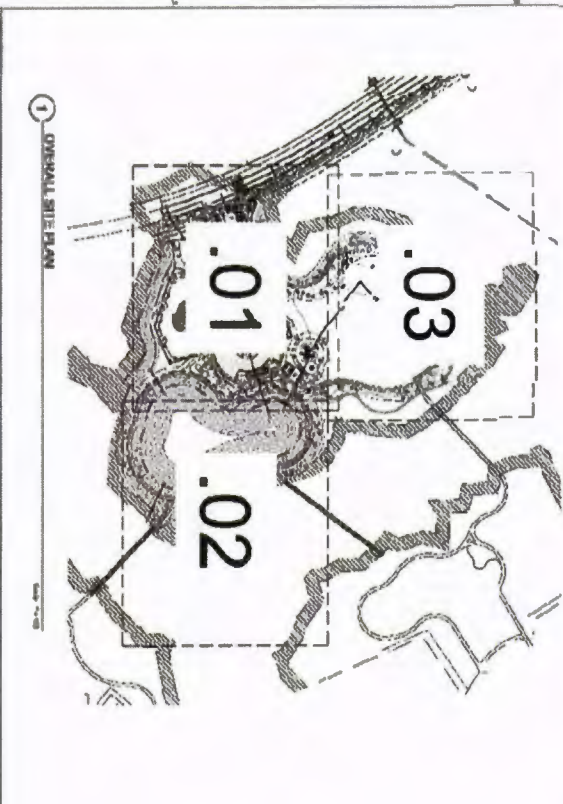
**LIBERTY COVE  
WILLIAM BURGESS BLUEPRINT LAND USE AND DENSITY**

SOUTH OF WILLIAM BURGESS BOULEVARD															
MODEL	TRANSECT	GROSS ACRES	GROSS WT LAND ACRES	IMPROVED WT LAND ACRES	LEASING PARK	ROW	NET DEV ACRES	AVG. LAND USES	PARK	SCHOOL	HIGH RESID USES	RESID USES	PARK RECD	HHOLD/ACR	
E3	T-3	17.20	0.00	0.00	0.51	0.41	16.36	Park	17.20	0.00	0	0	*	*	
F1	T-3.4	132	0.00	0.00	0.00	0.33	3.99	River Village	0.53	0.00	0	20	0.7	2.69	
F2	T-3.6	32.16	0.00	0.00	1.54	1.05	30.36	River Village	1.05	0.00	0	161	5.3	2.65	
F3	T-3.6	13.24	0.00	0.00	0.00	0.00	13.24	Park	13.24	0.00	0	0			
H	T-3	64.85	0.61	0.61	0.00	0.00	64.63	Single Family Residential	0.00	0.00	0	305	11.3	3.65	

EXHIBIT D  
Park E3.1 Site Plan

**E3 PARKS HARDSCAPE SCHEDULE**

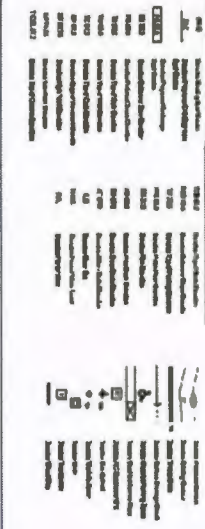
NO.	DESCRIPTION	QUANTITY	UNIT
01	CONCRETE SLAB WITH GRANITE FINISH	150	SQ. YD.
02	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
03	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
04	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
05	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
06	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
07	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
08	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
09	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
10	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
11	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
12	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
13	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
14	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
15	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
16	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
17	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
18	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
19	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
20	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
21	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
22	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
23	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
24	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
25	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
26	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
27	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
28	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
29	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.
30	CONCRETE SLAB WITH POLISHED CONCRETE FINISH	100	SQ. YD.



**GENERAL NOTES**

1. GENERAL NOTES: ALL HARDSCAPE WORK SHALL BE INSTALLED AND FINISHED ACCORDING TO THE SPECIFICATIONS AND DETAILS SHOWN ON THIS SCHEDULE AND THE RELEVANT CONTRACT DOCUMENTS.
2. MATERIALS: ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE SUBJECT TO APPROVAL BY THE ARCHITECT PRIOR TO INSTALLATION.
3. CONCRETE: ALL CONCRETE SHALL BE CAST AND CURED ACCORDING TO THE REQUIREMENTS OF THE ACI 308.1R-08. ALL CONCRETE SHALL BE FINISHED TO THE FINISH SPECIFIED ON THIS SCHEDULE.
4. FINISHES: ALL FINISHES SHALL BE APPLIED ACCORDING TO THE REQUIREMENTS OF THE MANUFACTURER'S INSTRUCTIONS AND SHALL BE SUBJECT TO APPROVAL BY THE ARCHITECT.
5. INSTALLATION: ALL HARDSCAPE SHALL BE INSTALLED ACCORDING TO THE DETAILS SHOWN ON THIS SCHEDULE AND THE RELEVANT CONTRACT DOCUMENTS.
6. MAINTENANCE: ALL HARDSCAPE SHALL BE MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ARCHITECT.
7. PROTECTION: ALL EXISTING UTILITIES AND STRUCTURES SHALL BE PROTECTED DURING THE COURSE OF THE WORK.
8. SAFETY: ALL WORK SHALL BE CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE OSHA 1926 SUBPART P.
9. CLEANUP: ALL DEBRIS AND EXCESS MATERIAL SHALL BE REMOVED FROM THE SITE AT THE END OF EACH DAY.
10. INSPECTION: ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AT VARIOUS STAGES OF THE WORK.
11. SCHEDULE: ALL WORK SHALL BE COMPLETED WITHIN THE TIME FRAME SPECIFIED ON THIS SCHEDULE.
12. VARIATIONS: ALL VARIATIONS FROM THIS SCHEDULE SHALL BE SUBJECT TO APPROVAL BY THE ARCHITECT.
13. NOTES: ALL NOTES SHALL BE READ IN CONJUNCTION WITH THE RELEVANT CONTRACT DOCUMENTS.
14. REFERENCES: ALL REFERENCES SHALL BE TO THE RELEVANT CONTRACT DOCUMENTS.
15. CONTRACT: ALL WORK SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE RELEVANT CONTRACT.
16. SITE: ALL WORK SHALL BE CONDUCTED ON THE SITE SPECIFIED ON THIS SCHEDULE.
17. UTILITIES: ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO THE START OF THE WORK.
18. ADJACENT PROPERTIES: ALL WORK SHALL BE CONDUCTED IN A MANNER THAT DOES NOT INTERFERE WITH THE USE OF ADJACENT PROPERTIES.
19. ENVIRONMENT: ALL WORK SHALL BE CONDUCTED IN A MANNER THAT DOES NOT HARM THE ENVIRONMENT.
20. HISTORIC: ALL WORK SHALL BE CONDUCTED IN A MANNER THAT DOES NOT DAMAGE ANY HISTORIC STRUCTURES OR FEATURES.
21. CULTURAL: ALL WORK SHALL BE CONDUCTED IN A MANNER THAT DOES NOT DISTURB ANY CULTURAL RESOURCES.
22. ANTI-CORROSION: ALL HARDSCAPE SHALL BE PROTECTED AGAINST CORROSION.
23. DRAINAGE: ALL HARDSCAPE SHALL BE INSTALLED TO ALLOW FOR PROPER DRAINAGE.
24. VENTILATION: ALL HARDSCAPE SHALL BE INSTALLED TO ALLOW FOR PROPER VENTILATION.
25. LIGHTING: ALL HARDSCAPE SHALL BE INSTALLED TO ALLOW FOR PROPER LIGHTING.
26. SOUND: ALL HARDSCAPE SHALL BE INSTALLED TO ALLOW FOR PROPER SOUND ATTENUATION.
27. VIBRATION: ALL HARDSCAPE SHALL BE INSTALLED TO ALLOW FOR PROPER VIBRATION ATTENUATION.
28. AIR QUALITY: ALL WORK SHALL BE CONDUCTED IN A MANNER THAT DOES NOT DEGRADE AIR QUALITY.
29. WATER QUALITY: ALL WORK SHALL BE CONDUCTED IN A MANNER THAT DOES NOT DEGRADE WATER QUALITY.
30. SOIL QUALITY: ALL WORK SHALL BE CONDUCTED IN A MANNER THAT DOES NOT DEGRADE SOIL QUALITY.

**General Legend**



**PROSSER**  
LIBERTY CONE MASSAUI, LLC  
PHASE 1

**LIBERTY CONE MASSAUI, LLC**

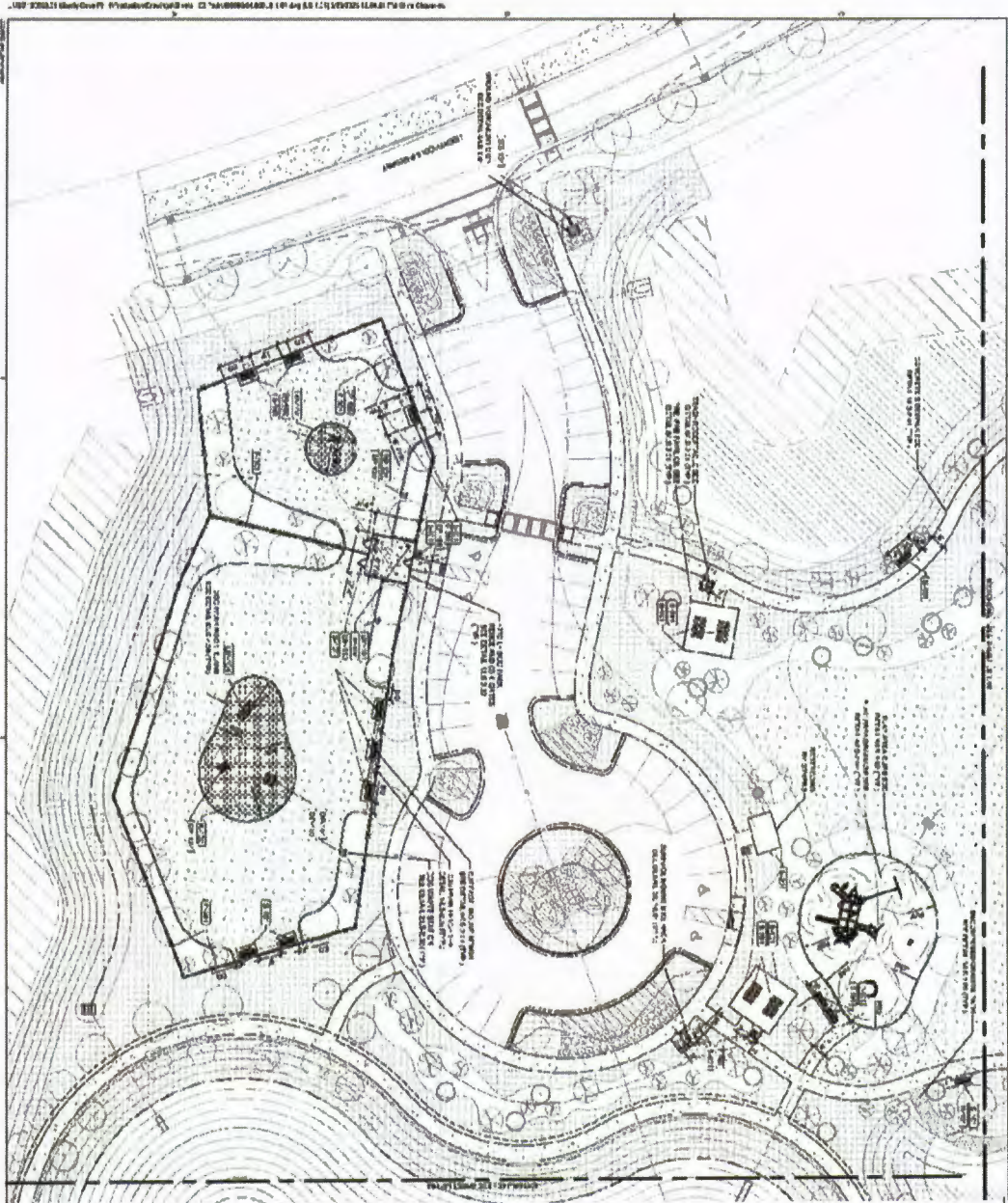
**HARDSCAPE SCHEDULE NOTES / OVERALL SITE PLAN**

NO.	DESCRIPTION
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
70	
71	
72	
73	
74	
75	
76	
77	
78	
79	
80	
81	
82	
83	
84	
85	
86	
87	
88	
89	
90	
91	
92	
93	
94	
95	
96	
97	
98	
99	
100	

19-017  
DATE: 10/10/2019  
BY: [Signature]



EXHIBIT D  
Park E3.1 Site Plan



LANDSCAPE SCHEDULE	
01	PLANTING
02	PAVING
03	CONCRETE
04	WOOD
05	STEEL
06	GLASS
07	BRICK
08	STONE
09	ROCK
10	GRAVEL
11	SOIL
12	WOOD CHIPS
13	COMPOST
14	MULCH
15	ROCK
16	GRAVEL
17	SOIL
18	WOOD CHIPS
19	COMPOST
20	MULCH
21	ROCK
22	GRAVEL
23	SOIL
24	WOOD CHIPS
25	COMPOST
26	MULCH
27	ROCK
28	GRAVEL
29	SOIL
30	WOOD CHIPS
31	COMPOST
32	MULCH
33	ROCK
34	GRAVEL
35	SOIL
36	WOOD CHIPS
37	COMPOST
38	MULCH
39	ROCK
40	GRAVEL
41	SOIL
42	WOOD CHIPS
43	COMPOST
44	MULCH
45	ROCK
46	GRAVEL
47	SOIL
48	WOOD CHIPS
49	COMPOST
50	MULCH



**PROSSER**  
LIBERTY COVE  
NASSAU, LLC

LIBERTY COVE  
PHASE 1

DATE: 08/14/18  
SCALE: AS SHOWN

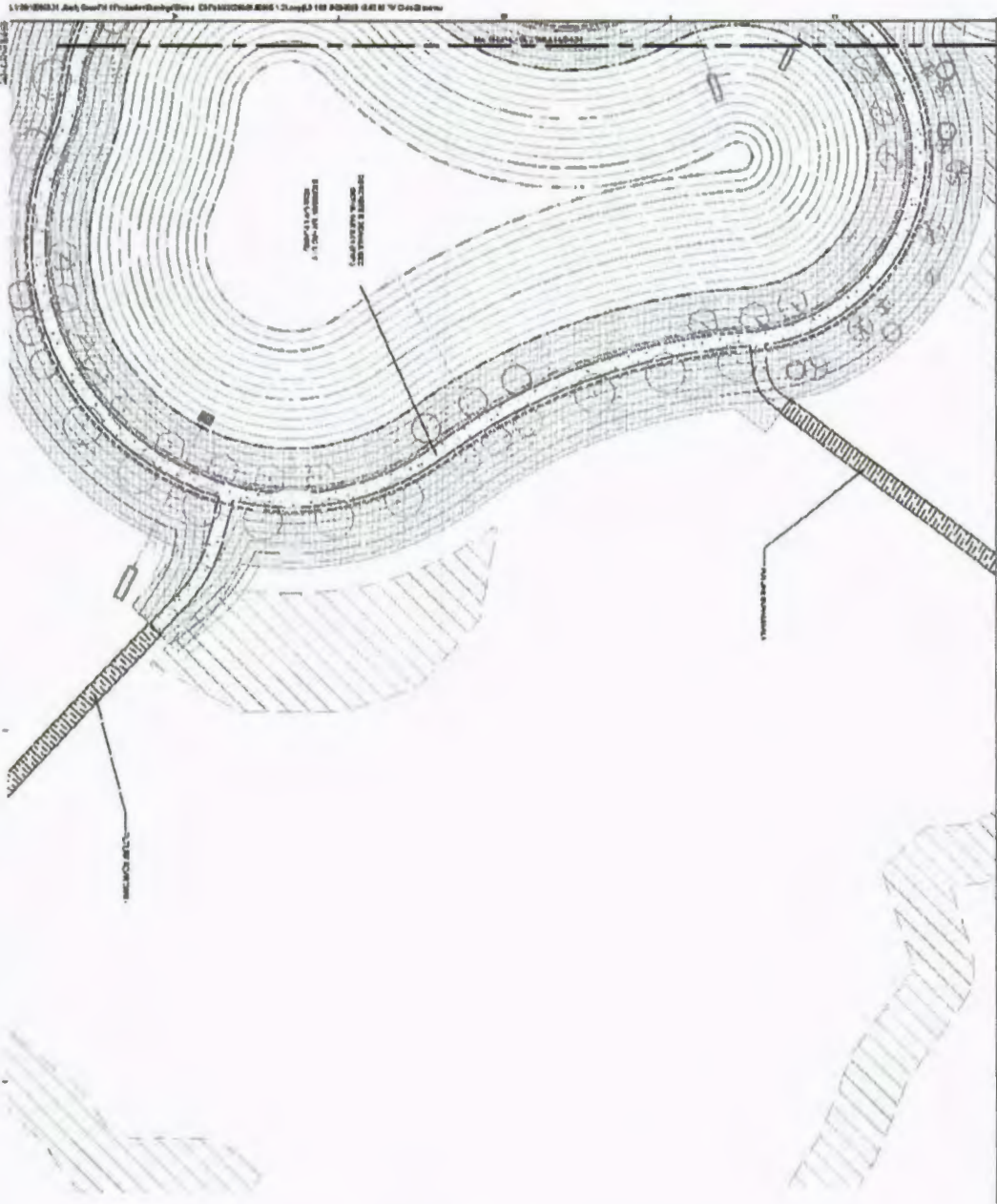
DESIGNED BY: [Redacted]  
DRAWN BY: [Redacted]  
CHECKED BY: [Redacted]

LIBERTY COVE  
PHASE 1

DATE: 08/14/18  
SCALE: AS SHOWN

DESIGNED BY: [Redacted]  
DRAWN BY: [Redacted]  
CHECKED BY: [Redacted]

EXHIBIT D  
Park E3.1 Site Plan



HARDSCAPE SCHEDULE	
ITEM	DESCRIPTION
001	ASPHALT DRIVE
002	CONCRETE DRIVE
003	CONCRETE WALKWAY
004	CONCRETE PATIO
005	CONCRETE CURB
006	CONCRETE CURB
007	CONCRETE CURB
008	CONCRETE CURB
009	CONCRETE CURB
010	CONCRETE CURB
011	CONCRETE CURB
012	CONCRETE CURB
013	CONCRETE CURB
014	CONCRETE CURB
015	CONCRETE CURB
016	CONCRETE CURB
017	CONCRETE CURB
018	CONCRETE CURB
019	CONCRETE CURB
020	CONCRETE CURB
021	CONCRETE CURB
022	CONCRETE CURB
023	CONCRETE CURB
024	CONCRETE CURB
025	CONCRETE CURB
026	CONCRETE CURB
027	CONCRETE CURB
028	CONCRETE CURB
029	CONCRETE CURB
030	CONCRETE CURB
031	CONCRETE CURB
032	CONCRETE CURB
033	CONCRETE CURB
034	CONCRETE CURB
035	CONCRETE CURB
036	CONCRETE CURB
037	CONCRETE CURB
038	CONCRETE CURB
039	CONCRETE CURB
040	CONCRETE CURB
041	CONCRETE CURB
042	CONCRETE CURB
043	CONCRETE CURB
044	CONCRETE CURB
045	CONCRETE CURB
046	CONCRETE CURB
047	CONCRETE CURB
048	CONCRETE CURB
049	CONCRETE CURB
050	CONCRETE CURB
051	CONCRETE CURB
052	CONCRETE CURB
053	CONCRETE CURB
054	CONCRETE CURB
055	CONCRETE CURB
056	CONCRETE CURB
057	CONCRETE CURB
058	CONCRETE CURB
059	CONCRETE CURB
060	CONCRETE CURB
061	CONCRETE CURB
062	CONCRETE CURB
063	CONCRETE CURB
064	CONCRETE CURB
065	CONCRETE CURB
066	CONCRETE CURB
067	CONCRETE CURB
068	CONCRETE CURB
069	CONCRETE CURB
070	CONCRETE CURB
071	CONCRETE CURB
072	CONCRETE CURB
073	CONCRETE CURB
074	CONCRETE CURB
075	CONCRETE CURB
076	CONCRETE CURB
077	CONCRETE CURB
078	CONCRETE CURB
079	CONCRETE CURB
080	CONCRETE CURB
081	CONCRETE CURB
082	CONCRETE CURB
083	CONCRETE CURB
084	CONCRETE CURB
085	CONCRETE CURB
086	CONCRETE CURB
087	CONCRETE CURB
088	CONCRETE CURB
089	CONCRETE CURB
090	CONCRETE CURB
091	CONCRETE CURB
092	CONCRETE CURB
093	CONCRETE CURB
094	CONCRETE CURB
095	CONCRETE CURB
096	CONCRETE CURB
097	CONCRETE CURB
098	CONCRETE CURB
099	CONCRETE CURB
100	CONCRETE CURB

**PROSSER**  
LIBERTY CONE MASSAUI, LLC

LIBERTY CONE PHASE 1

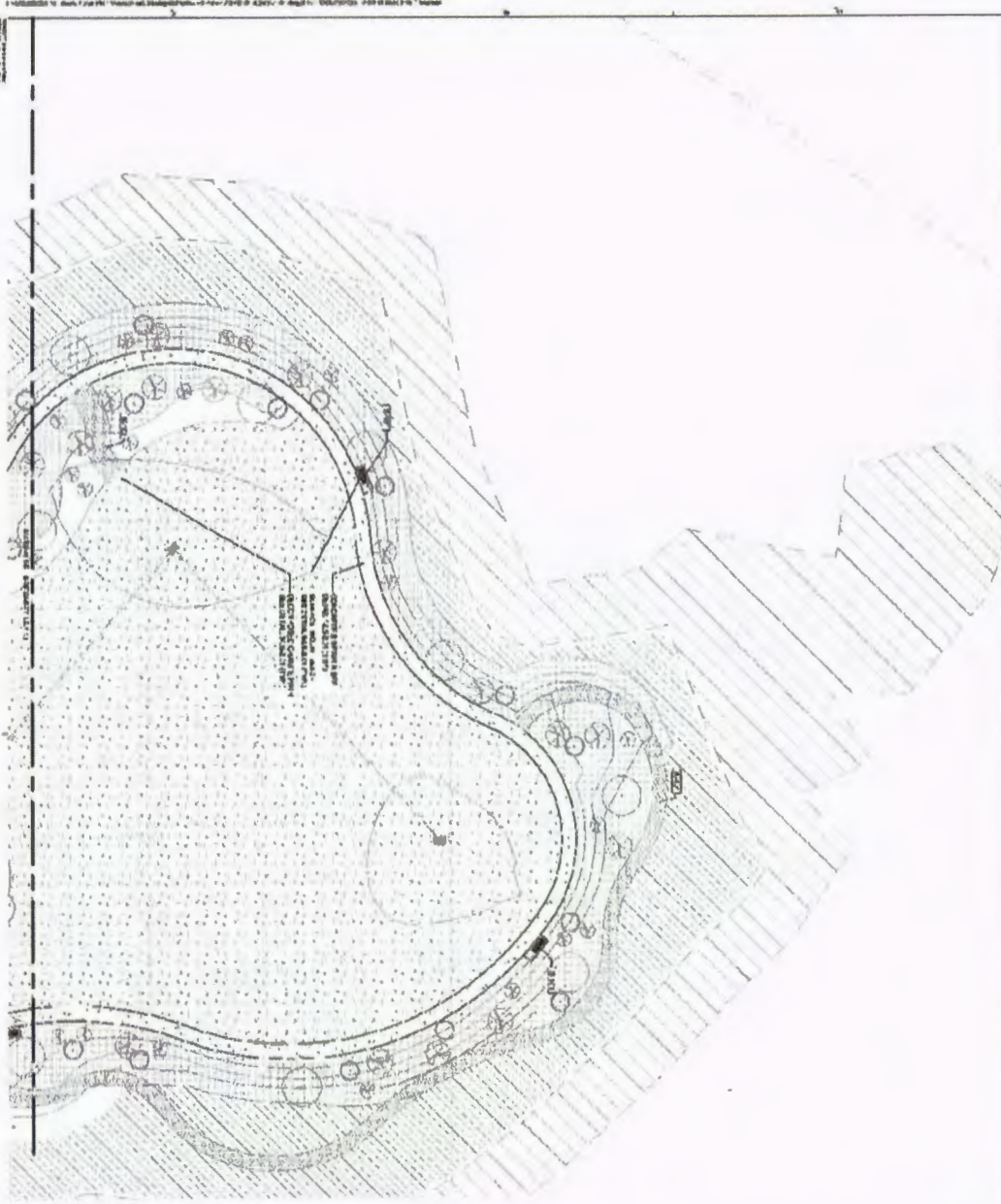
DATE: 04/14/11  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
APPROVED BY: [Name]

SCALE: 1/8" = 1'-0"

DATE: 04/14/11

PROJECT: LIBERTY CONE PHASE 1

EXHIBIT D  
Park E3.1 Site Plan



NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	...	...	...	...	...
2	...	...	...	...	...
3	...	...	...	...	...
4	...	...	...	...	...
5	...	...	...	...	...
6	...	...	...	...	...
7	...	...	...	...	...
8	...	...	...	...	...
9	...	...	...	...	...
10	...	...	...	...	...
11	...	...	...	...	...
12	...	...	...	...	...
13	...	...	...	...	...
14	...	...	...	...	...
15	...	...	...	...	...
16	...	...	...	...	...
17	...	...	...	...	...
18	...	...	...	...	...
19	...	...	...	...	...
20	...	...	...	...	...
21	...	...	...	...	...
22	...	...	...	...	...
23	...	...	...	...	...
24	...	...	...	...	...
25	...	...	...	...	...
26	...	...	...	...	...
27	...	...	...	...	...
28	...	...	...	...	...
29	...	...	...	...	...
30	...	...	...	...	...
31	...	...	...	...	...
32	...	...	...	...	...
33	...	...	...	...	...
34	...	...	...	...	...
35	...	...	...	...	...
36	...	...	...	...	...
37	...	...	...	...	...
38	...	...	...	...	...
39	...	...	...	...	...
40	...	...	...	...	...
41	...	...	...	...	...
42	...	...	...	...	...
43	...	...	...	...	...
44	...	...	...	...	...
45	...	...	...	...	...
46	...	...	...	...	...
47	...	...	...	...	...
48	...	...	...	...	...
49	...	...	...	...	...
50	...	...	...	...	...

**PROSSER**  
Landscape Architecture & Site Planning  
10000 N. 15th Ave., Suite 100  
Denver, CO 80242  
Tel: 303.755.1234  
Fax: 303.755.1235  
www.prosser.com

**PHASE 1**

**LANDSCAPE PLAN**

DATE: 10/15/11  
SCALE: AS SHOWN

**PROSSER**  
Landscape Architecture & Site Planning  
10000 N. 15th Ave., Suite 100  
Denver, CO 80242  
Tel: 303.755.1234  
Fax: 303.755.1235  
www.prosser.com

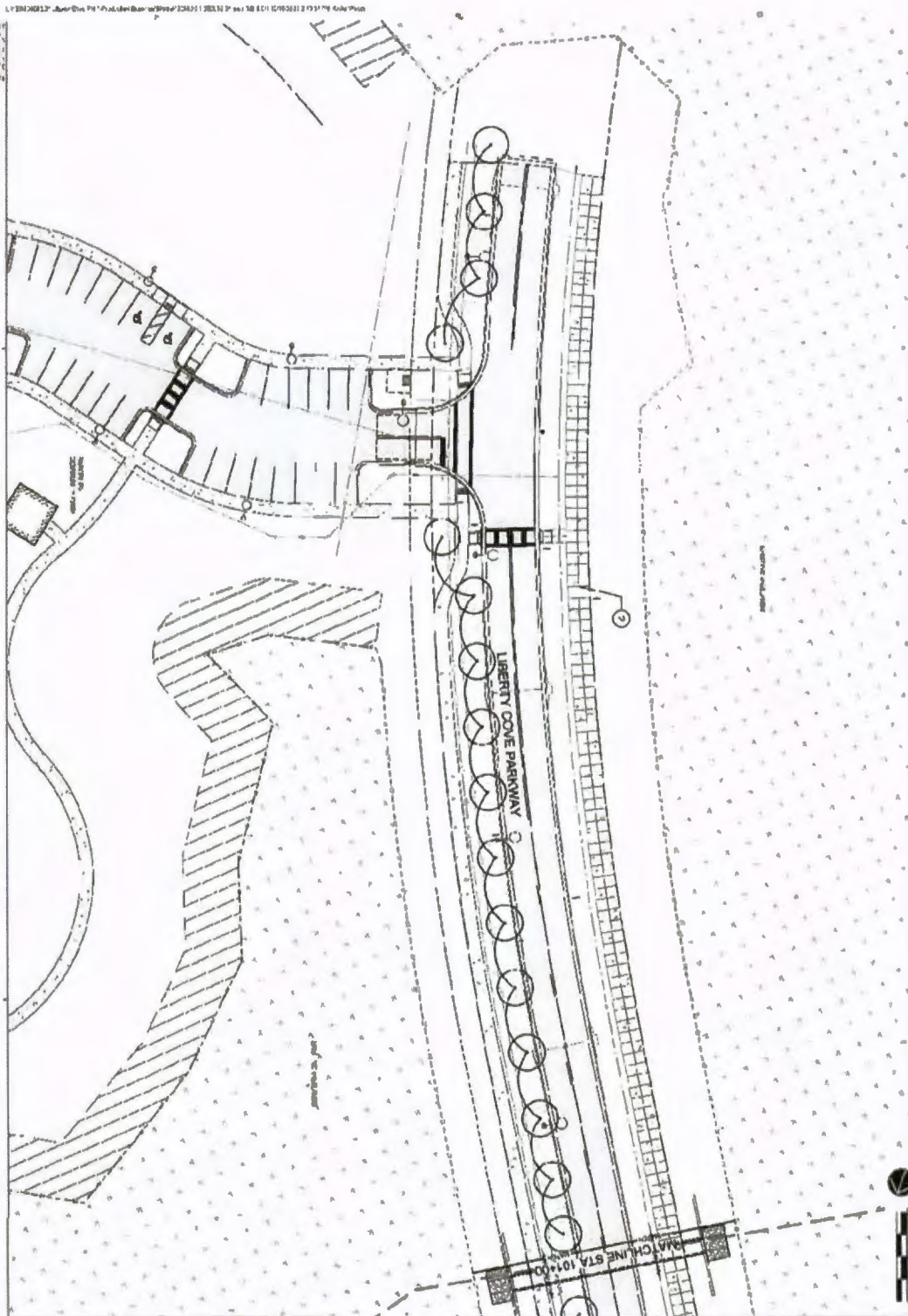
**PHASE 1**

**LANDSCAPE PLAN**

DATE: 10/15/11  
SCALE: AS SHOWN



EXHIBIT E  
Linear Park Site Plan



**PROSSER**  
 CONSULTING ENGINEERS  
 1400 GARDNER AVENUE SUITE 200  
 WEST PALM BEACH, FL 33411  
 (561) 835-1234  
 www.prosser.com

**LIBERTY COVE  
 NASSAU, LLC**

**LIBERTY COVE  
 PHASE 1**

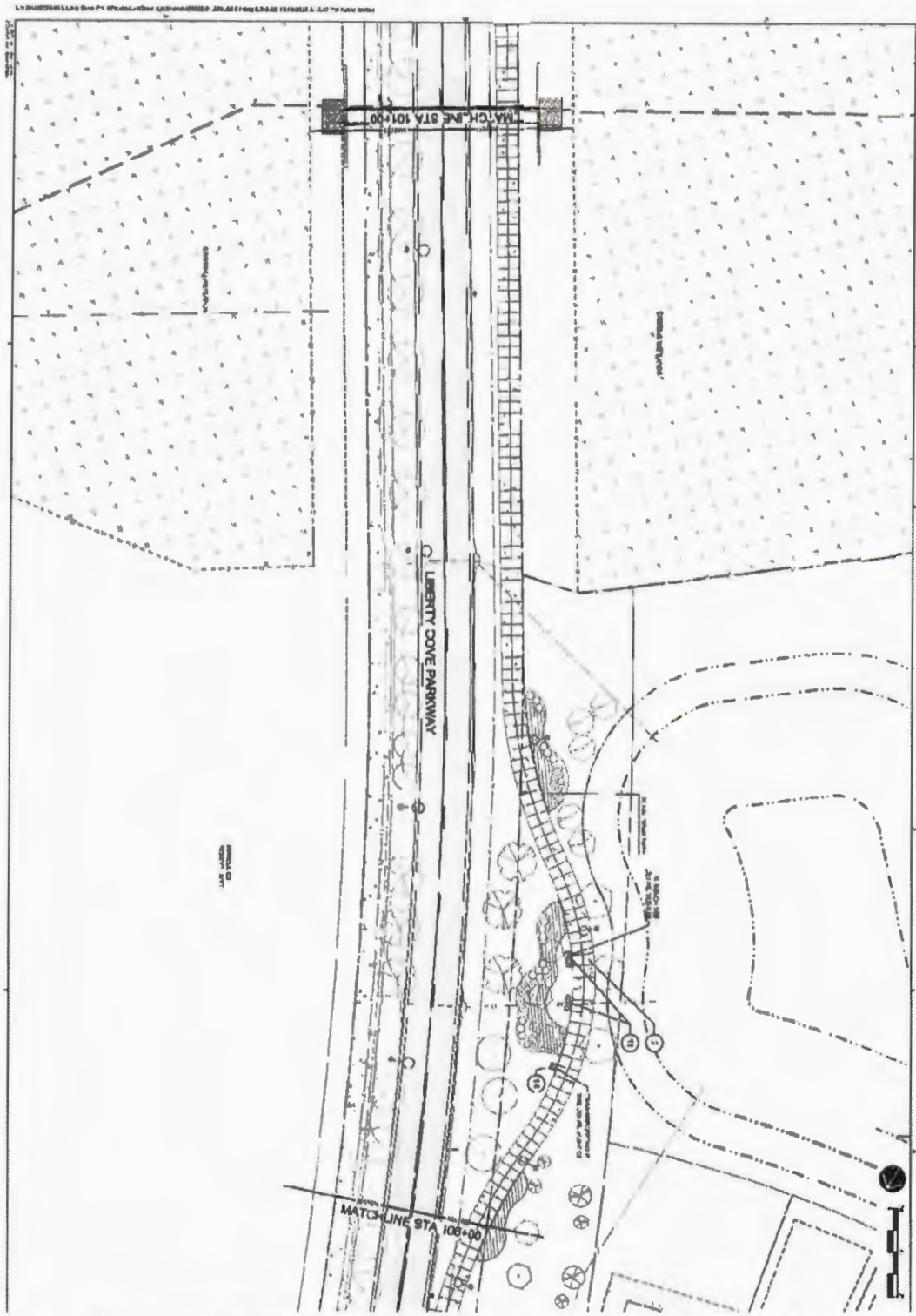
**HARDSCAPE PLAN  
 LIBERTY COVE  
 PARKWAY**

DATE: 08/11/2011  
 DRAWN BY: JMM  
 CHECKED BY: JMM  
 APPROVED BY: JMM  
 SCALE: AS SHOWN

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	08/11/2011
2	ISSUED FOR CONSTRUCTION	08/11/2011
3	ISSUED FOR AS-BUILT	08/11/2011

LS2.01

EXHIBIT E  
Linear Park Site Plan



**PROSSER**  
Civil & Mechanical Engineering  
1000 North Main Street, Suite 200  
Westborough, MA 01581  
Tel: 508-853-2200  
Fax: 508-853-2201  
www.prosser-engineering.com

LIBERTY COVE  
NASSAU, LLC

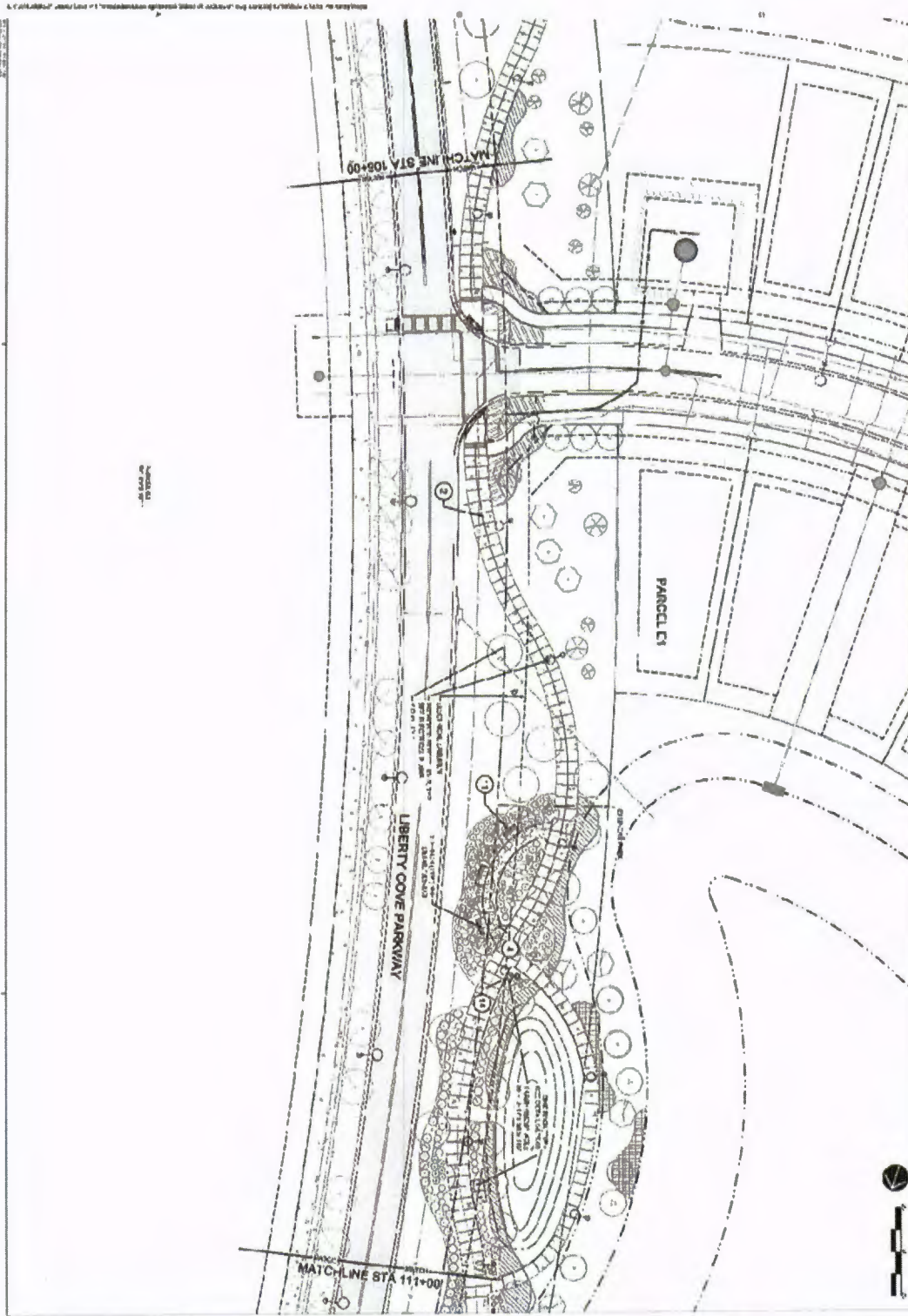
LIBERTY COVE  
PHASE 1

DATE: 08/11/2011  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
SCALE: AS SHOWN

LIBERTY COVE  
NASSAU, LLC

LIBERTY COVE  
PHASE 1

EXHIBIT E  
Linear Park Site Plan



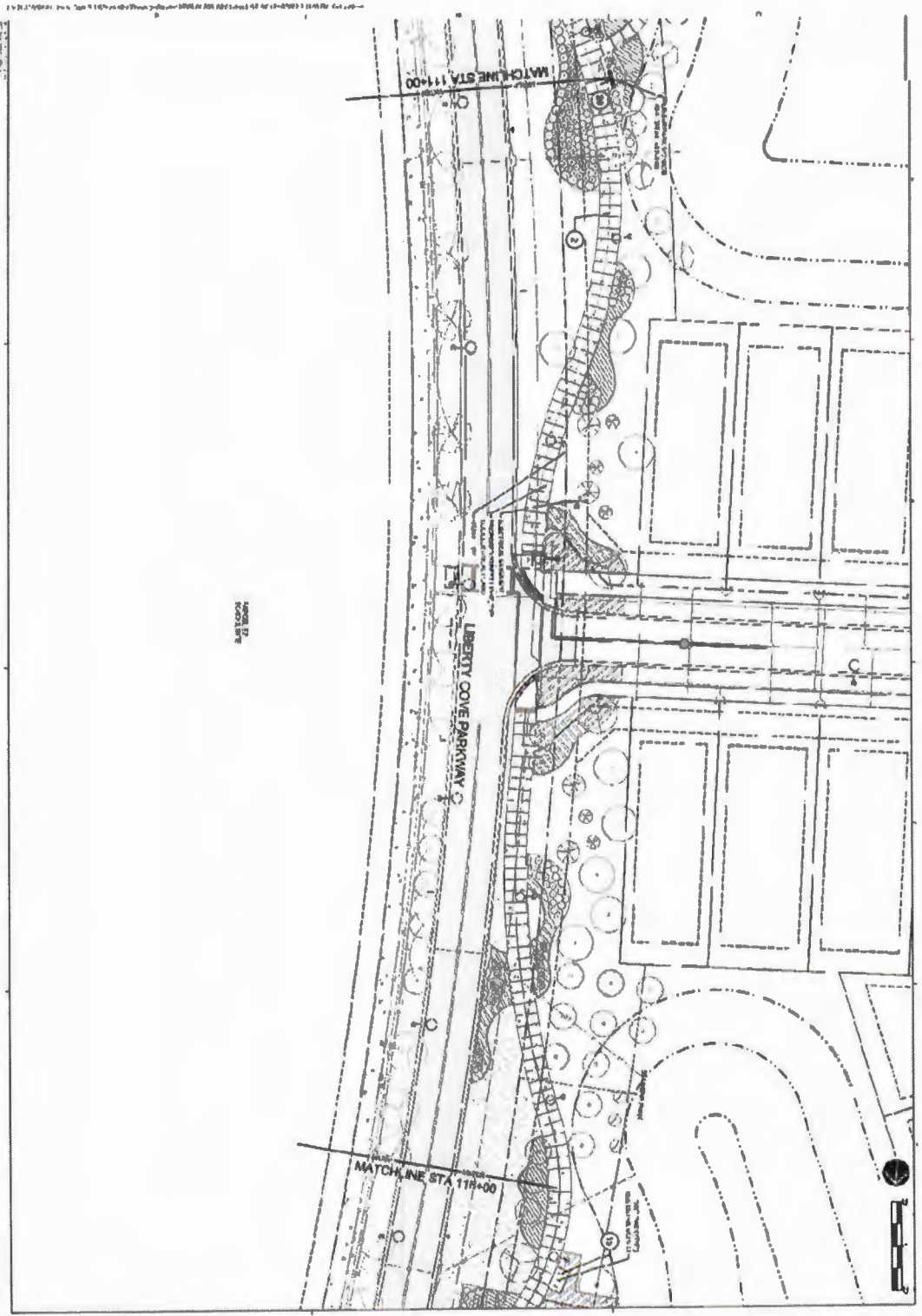
**PROSSER**  
LIBERTY COVE  
MASSAUI, LLC

LIBERTY COVE  
PHASE 1

LIBERTY COVE  
HARDSCAPE PLAN  
LIBERTY COVE  
PARKWAY

LSQ, P.C.

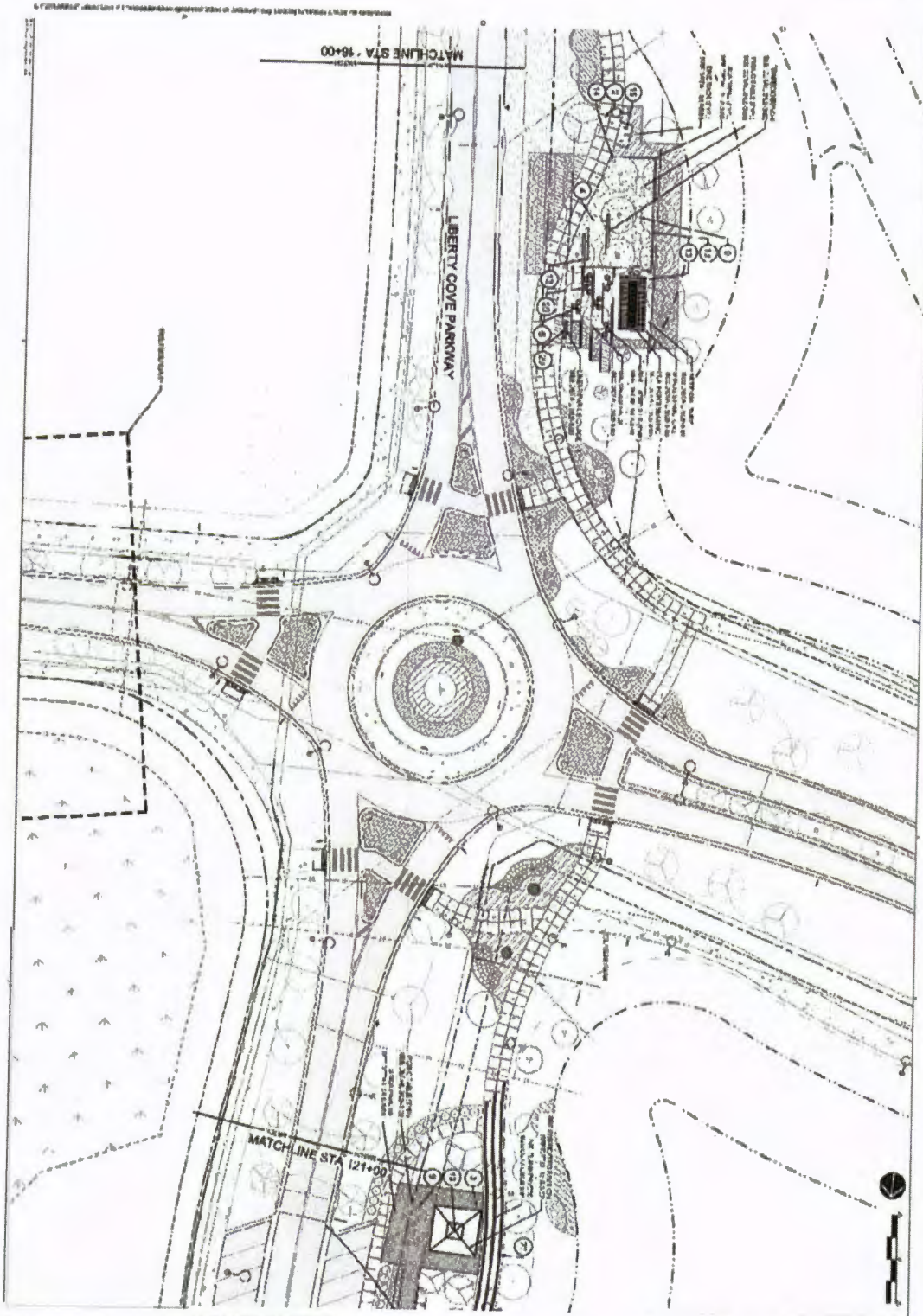
EXHIBIT E  
Linear Park Site Plan



<p><b>PROSSER</b>          2000 Industrial Highway          Framingham, MA 01901          Phone: 508-885-1100          Fax: 508-885-1101</p>	<p><b>LIBERTY COVE          MASSAU, LLC</b></p>	<p><b>LIBERTY COVE          PHASE 1</b></p>
<p>DATE: 08/08/08          PROJECT: LIBERTY COVE          DESIGNED BY: [Signature]          DRAWN BY: [Signature]          SCALE: AS SHOWN</p>		
<p>LIBERTY COVE PARKWAY</p>		
<p><b>HARDSCAPE PLAN          LIBERTY COVE          PARKWAY</b></p>		
<p>LIBS234</p>		



EXHIBIT E  
Linear Park Site Plan



**PROSSER**  
 Landscape Architecture  
 2017 Liberty Drive, Suite 100  
 Westborough, MA 01581  
 Tel: 508-853-4444  
 Fax: 508-853-4445  
 www.prosser.com

LIBERTY COVE  
 MASSAUI, LLC

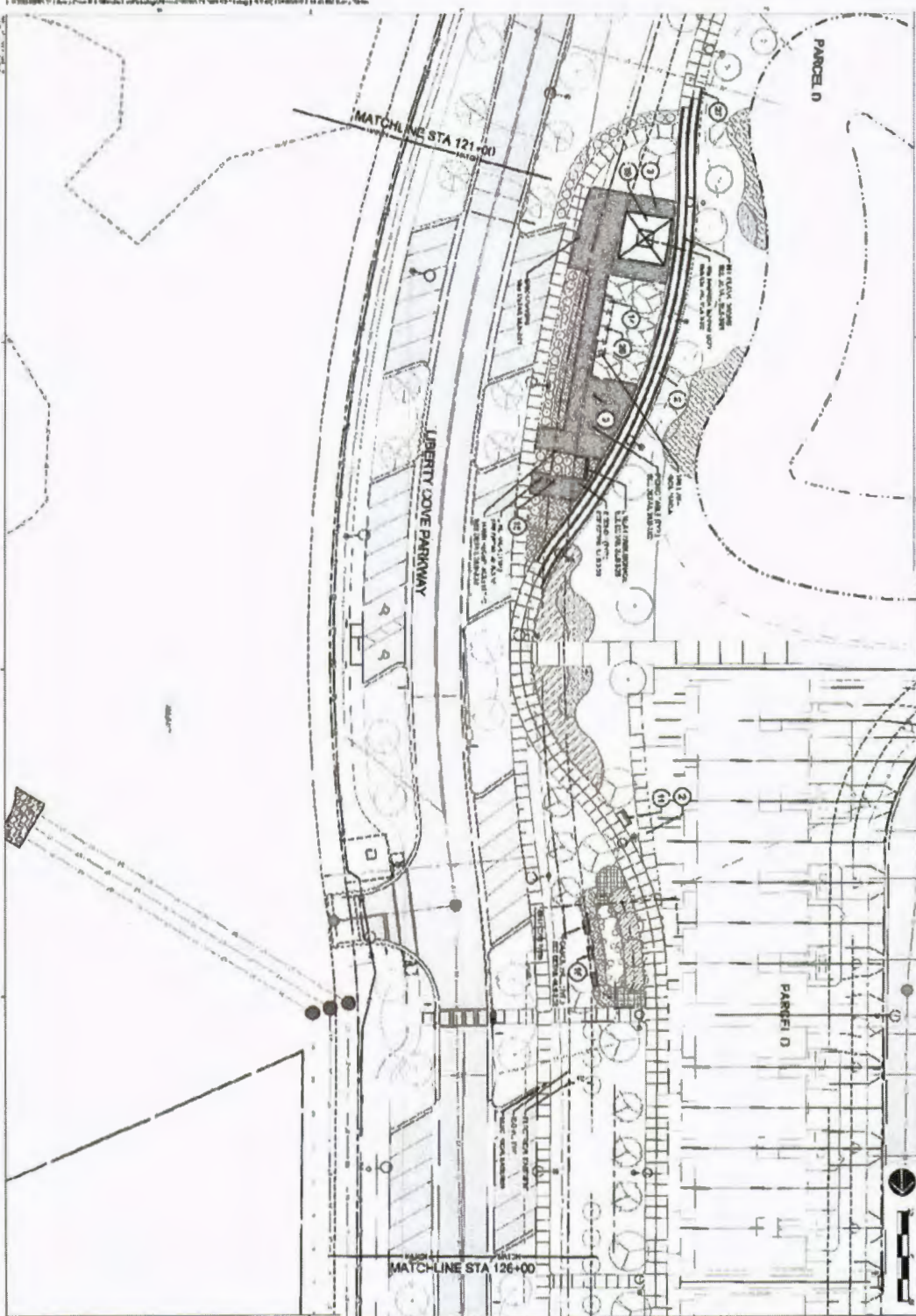
LIBERTY COVE  
 PHASE 1

DATE: 08/10/11  
 DRAWN BY: [Redacted]  
 CHECKED BY: [Redacted]  
 PROJECT NO.: 110101  
 SCALE: AS SHOWN

HANDSCAPE PLAN  
 LIBERTY COVE  
 PARKWAY

LIBS2.05  
 11.11.11

EXHIBIT E  
Linear Park Site Plan



**PROSSER**  
LIBERTY COVE  
NASSAU, LLC

LIBERTY COVE  
PHASE 1

LIBERTY COVE  
NASSAU, LLC

LIBERTY COVE  
PHASE 1

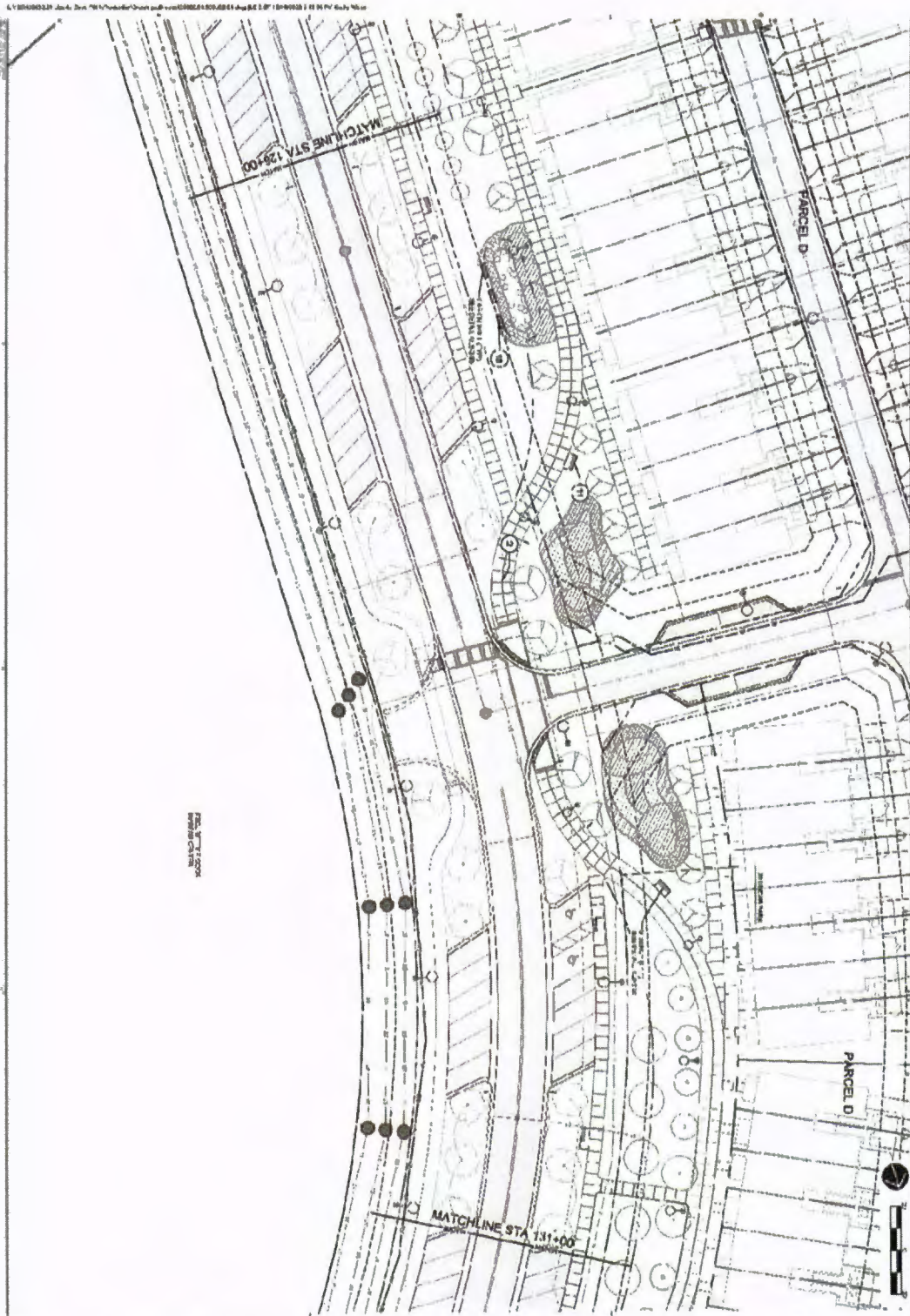
**PROSSER**  
LIBERTY COVE  
NASSAU, LLC

LIBERTY COVE  
PHASE 1

LIBERTY COVE  
NASSAU, LLC

LIBERTY COVE  
PHASE 1

EXHIBIT E  
Linear Park Site Plan



<p><b>PROSSER</b> LIBERTY COVE NASSAU, LTD.</p> <p>Project: Liberty Cove Phase 1 Site: Nassau, NJ Date: 10/15/2010</p>	<p><b>LIBERTY COVE PHASE 1</b></p>	<p><b>LIBERTY COVE NASSAU, LTD.</b></p>	<p><b>PROSSER</b> LIBERTY COVE NASSAU, LTD.</p>
--	--	---	---

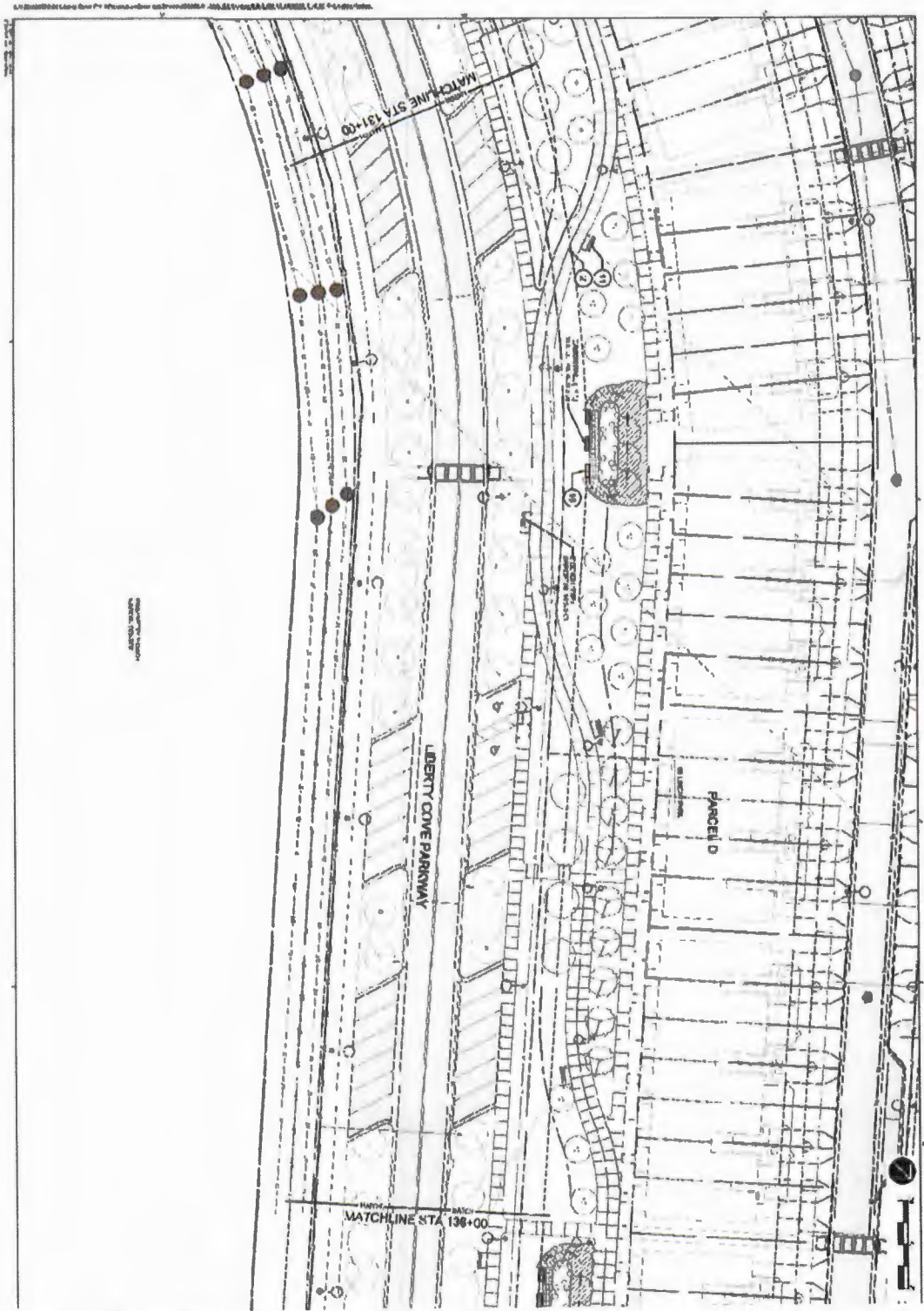
LIBERTY COVE  
NASSAU, LTD.

LIBERTY COVE  
PHASE 1

LIBERTY COVE  
NASSAU, LTD.

PROSSER  
LIBERTY COVE  
NASSAU, LTD.

EXHIBIT E  
 Linear Park Site Plan



**PROSSER**  
 Civil, Mechanical, Electrical, Plumbing, Fire, and Energy Engineering & Construction  
 1000 Washington Street, Suite 200  
 Boston, MA 02111  
 Tel: 617.552.1200  
 Fax: 617.552.1201  
 www.prosser.com

**LIBERTY COVE MASSAUI, LLC**

**L. LIBERTY COVE PHASE 1**

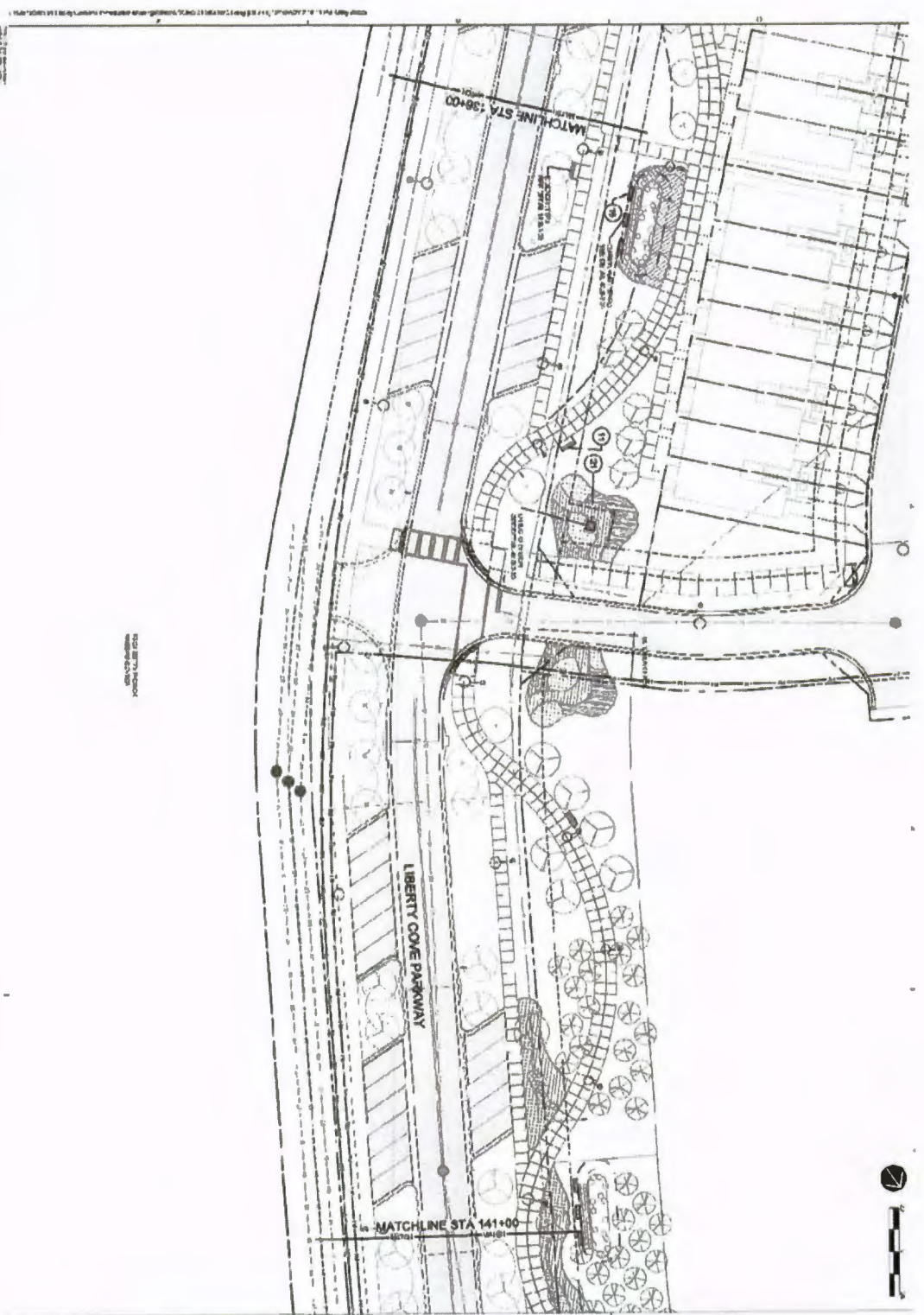
**HANDSCAPE PLAN**  
 LIBERTY COVE PARKWAY

DATE: 11/11/11  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: AS SHOWN

LIBERTY COVE PARKWAY

LIBERTY COVE PARKWAY

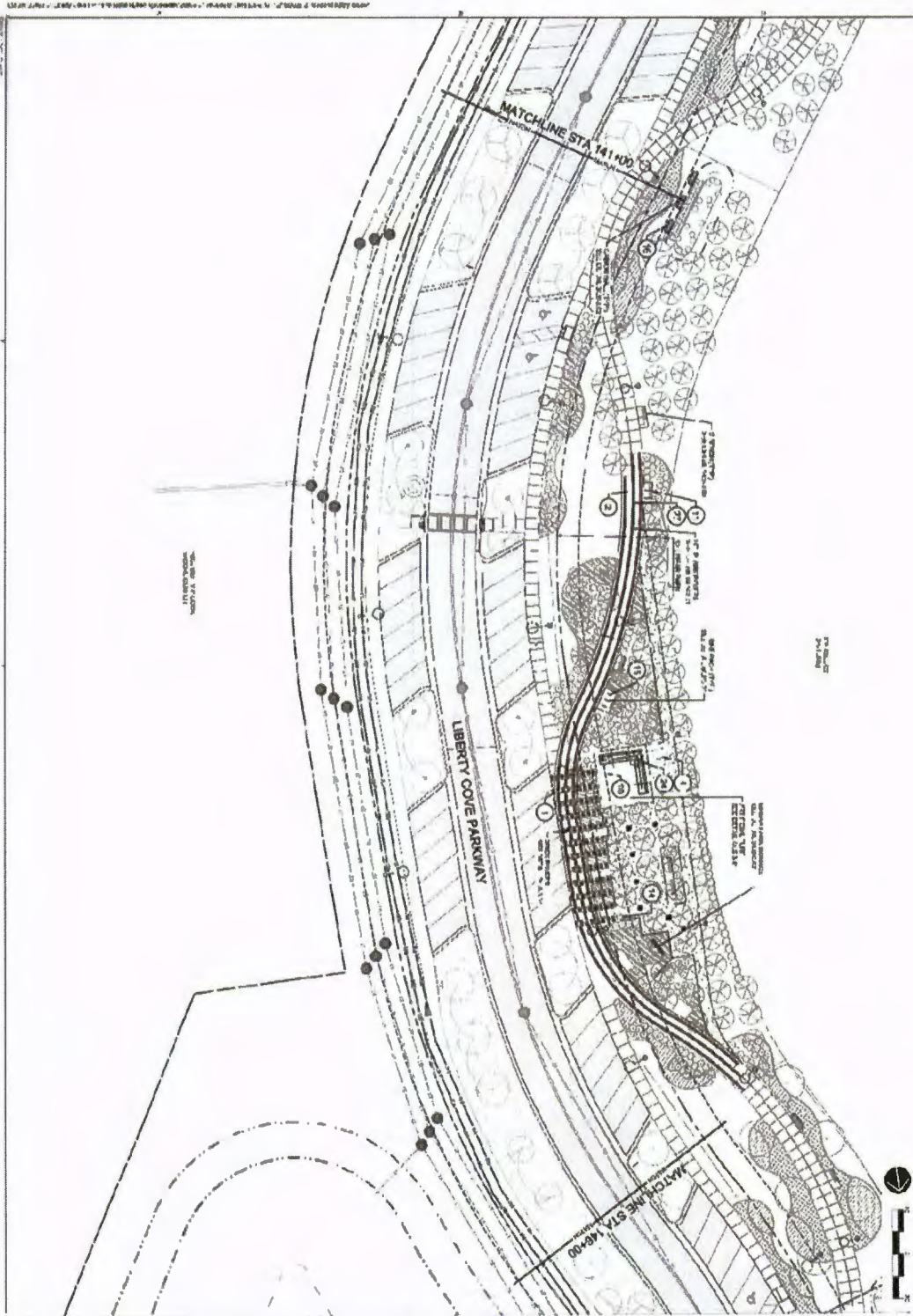
EXHIBIT E  
Linear Park Site Plan



<p><b>PROSSER</b> Civil &amp; Mechanical Engineering Inc. 1175 Main Street Westport, MA 01886 Tel: (978) 326-8800 Fax: (978) 326-8801</p>	<p>LIBERTY COVE MASSAU, L.C.</p>
	<p>LIBERTY COVE PHASE 1</p>
<p><b>NOTES:</b></p>	
<p>1. ALL NOTES ARE TO BE READ IN CONJUNCTION WITH THE GENERAL NOTES AND THE CITY OF WESTPORT PLANNING BOARD ORDINANCES.</p>	
<p>2. THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.</p>	
<p>3. ALL DISTANCES ARE IN FEET UNLESS OTHERWISE NOTED.</p>	
<p>4. ALL NOTES ARE TO BE READ IN CONJUNCTION WITH THE GENERAL NOTES AND THE CITY OF WESTPORT PLANNING BOARD ORDINANCES.</p>	

LSD.00

EXHIBIT E  
Linear Park Site Plan



**PROSSER**  
Landscape Architecture & Planning  
200 West Street, Suite 200  
Boston, MA 02111  
Tel: 617.552.3333  
www.prosser.com

LIBERTY COVE  
LIBERTY COVE  
MASSAUI, LLC

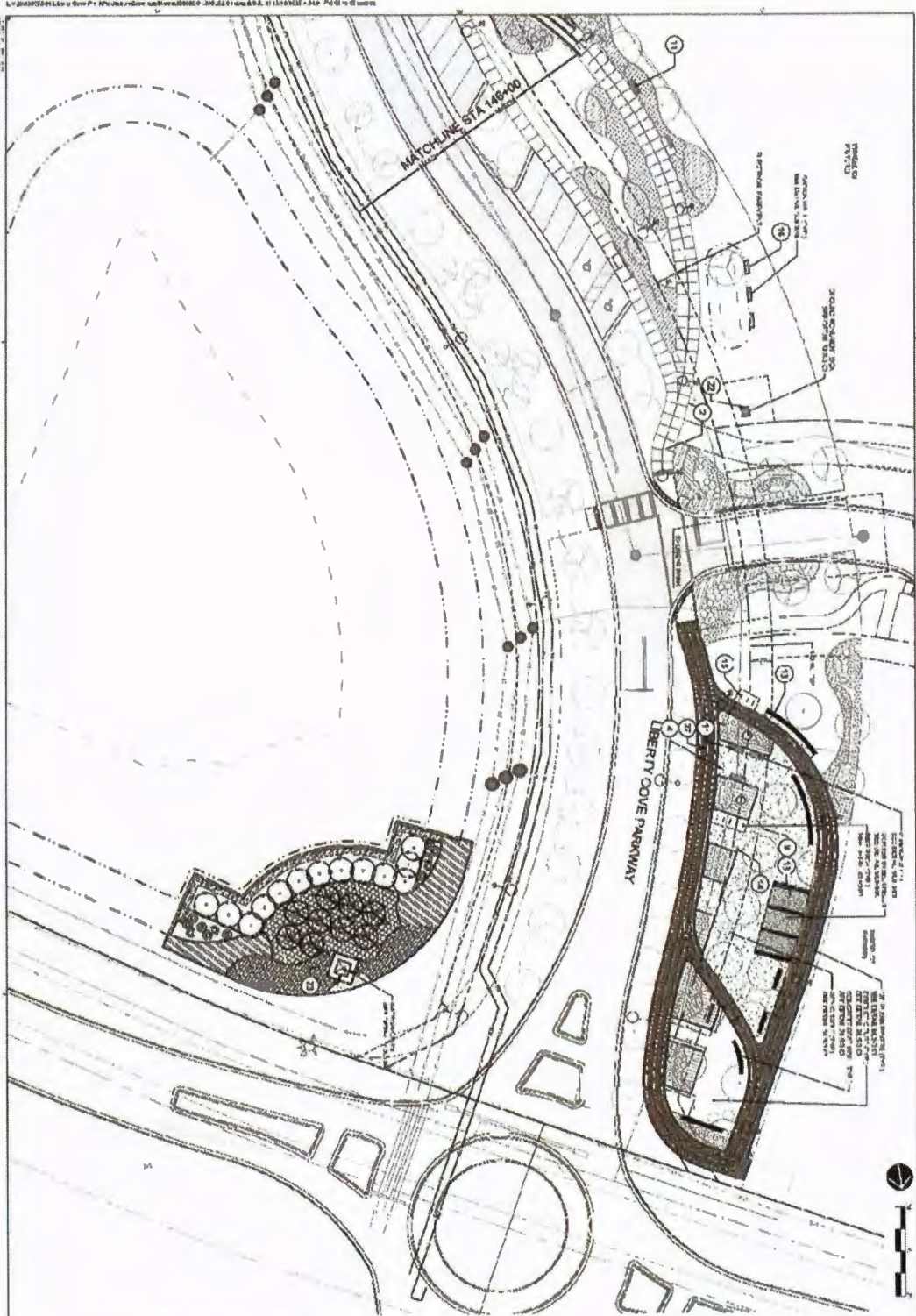
LIBERTY COVE  
PHASE 1

DATE: 10/15/11  
PROJECT: LIBERTY COVE PHASE 1  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
SCALE: AS SHOWN

LIBERTY COVE  
PHASE 1

LIBERTY COVE  
PHASE 1

EXHIBIT E  
Linear Park Site Plan



**PROSSER**  
 1000 State Street, Suite 200  
 Worcester, MA 01602  
 Phone: 508.853.2222  
 Fax: 508.853.2223  
 www.prosser.com

LIBERTY COVE  
 MASSAUI, LLC

LIBERTY COVE  
 PHASE 1

**HARDSCAPE PLAN**  
 LIBERTY COVE  
 PARKWAY

DATE: 11/15/10  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

1/20/11

**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 96135 Nassau Place, Suite 1, Yulee, Florida 32097, certain assets pursuant to a Park Donation and 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.



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,  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)