

PARK DONATION AND CREDIT AGREEMENT

THIS PARK DONATION AND CREDIT AGREEMENT (the "Agreement") is made by and between Patriot Ridge, LLP, a Florida limited liability partnership 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 currently has an approved Site Engineering Plan application for Headwaters Lofton Creek, as shown in **Exhibit "A"** attached hereto and identified by Application No. SP21-047 (the "Development"); and

WHEREAS, Donor is the fee simple owner of those parcels of land more particularly described on **Exhibit "B"** attached hereto and shown on the map attached as **Exhibit "B-1"** (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, within the approved Site Engineering Plan is a multi-use trail to be constructed within the existing County-owned Right-of-Way for Pages Dairy Road (the "Project") within the Development, final design plans for which are attached hereto as **Exhibit "C"** (the "Site Plan"); and

WHEREAS, the Site Plans for the Project implements key principles of good park design, implements sound urban planning techniques, and will meet social and recreational needs of current and future residents of Nassau County; and

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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) 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.

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

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3. Donor's Construction Obligation.

(a) Donor shall design, fund, permit, and construct the Project, as shown in the Site Plan and in accordance with the Nassau County Parks Administrative Procedures and Design Manual Adopted December 13, 2021, via Resolution 2021-216 and 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 the issuance of the first certificate of occupancy within the Development.

(b) The final design for the Project is complete. Donor has obtained Development Review Committee approval of the Project. The final design for the Project is set forth in the Site Plan in **Exhibit "C"** attached hereto.

(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 Section 11.7 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.

(g) Within ninety (90) calendar days 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 "D"**.

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 and within the existing right-of-way of Pages Dairy Road. 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 Credit 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 Project is \$619,913.53. 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 \$619,913.53.

(2) If the Project is competitively bid and the actual cost of construction exceeds \$619,913.53, Donor may deliver to the County documentation of the actual cost of construction of the Park certified by a professional architect or engineer within 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 Credit associated with the Property donation.

(1) 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 Property donation is \$417,500.00, which is the fair market value of the Property based on the average of Donor's appraisal and the County's appraisal in accordance with Section 34-86(f) of the Code.

(2) Following the County's acceptance of conveyance or dedication of the Property, Donor shall receive Park Impact Fee credits for the donation of the Property in the amount of the fair market value set forth in subsection (b)(1) above.

(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 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 Impact Fee credits granted shall become null and void and any Park Impact Fees shall become immediately due for credits previously utilized. In the event that 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 Recreational Facility Impact Fee credits granted shall become null and void and any Recreational Impact Fees shall become immediately due for credits previously utilized.

5. Title & Survey.

(a) Prior to Closing, County may obtain 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(b)(1). The cost of the Title Commitment and title insurance policy shall be borne by County. The Title Commitment shall commit the Title Insurer to issue an owner's title insurance policy to the County (which shall

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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) Prior to Closing, County may obtain a survey of the Property done in accordance with the Florida Minimum Technical Standards for Land Surveys (the "Survey"). 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 reasonable approval of the Donor and 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 to the County free and clear of all liens and encumbrances. The closing of the conveyance of the Property shall take place within ninety (90) calendar days after the effective date of this Agreement which actual Closing date shall be determined by the Donor and the County Manager.

(b) On the Closing date, 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 "E"**.

(c) 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;

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(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 County shall pay the costs of the Survey, its legal expenses, any of its Property investigation expenses, owner's title insurance premium and search fee, and all of its other costs associated with this transaction. The Donor shall pay any documentary stamp taxes or recording costs due, its legal 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.

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.

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

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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: Patriot Ridge, L.L.P.
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.

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. This Agreement shall run with the land.

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

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subdivision plats which have not already received DRC approval 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.

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

(a) Donor is a limited liability partnership 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.

(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 represents and warrants that there are no parties other than Donor in occupancy or possession of any part of the Property.

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(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.

24. 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 County. The costs of recording shall be paid by the County.

25. 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.

26. 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.

27. 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).

28. 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

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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.

29. 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.

30. 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.

31. **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 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:

PATRIOT RIDGE, LLP

By: Gregory E. Matovina
Gregory E. Matovina
As President of Matovina & Company,
Managing Partner of Patriot Ridge, LLP
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, Managing Partner of Patriot Ridge, LLP, 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

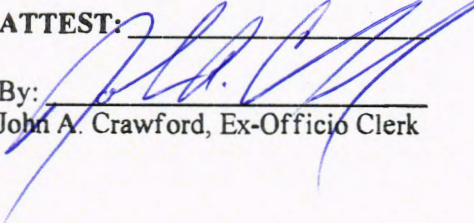
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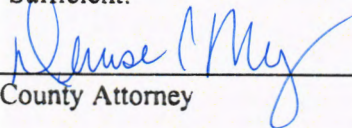
COUNTY:

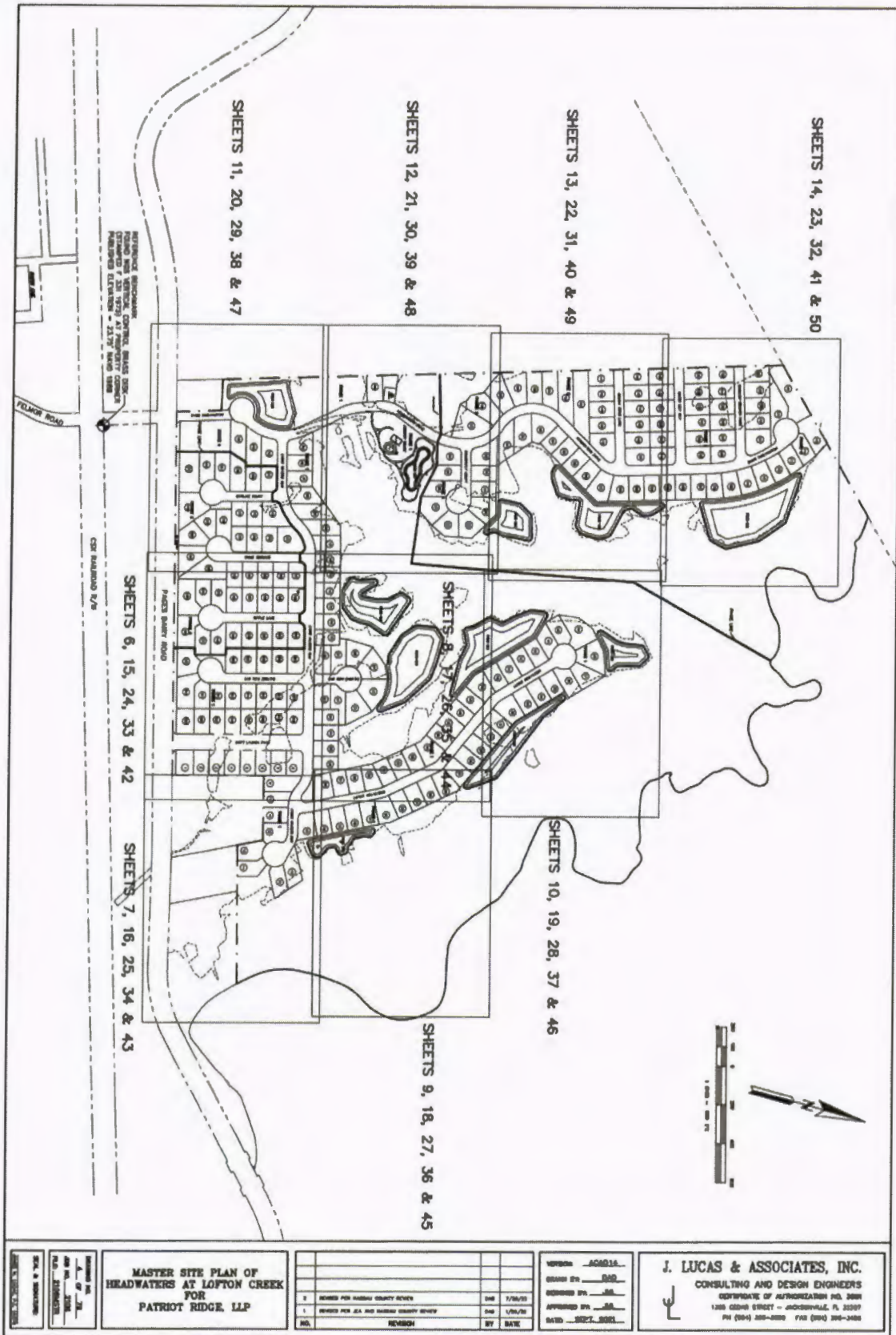
NASSAU COUNTY, FLORIDA
A political subdivision of the State of Florida

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: 
County Attorney
Date: 9-11-23



MASTER SITE PLAN OF
HEADWATERS AT LOFTON CREEK
FOR
PATRIOT RIDGE, LLP

NO.	REVISION	BY	DATE
1	REVISED FOR HARRIS COUNTY REVIEW	DLG	1/26/20
2	REVISED FOR JEA AND HARRIS COUNTY REVIEW	DLG	1/26/20

VERSION: AC001A
 DESIGNED BY: DLG
 APPROVED BY: DLG
 DATE: 02/27/2020

J. LUCAS & ASSOCIATES, INC.
 CONSULTING AND DESIGN ENGINEERS
 CERTIFICATE OF AUTHORIZATION NO. 3086
 1200 CEDAR STREET - JACKSONVILLE, FL 32207
 PH (904) 282-2820 FAX (904) 282-2428

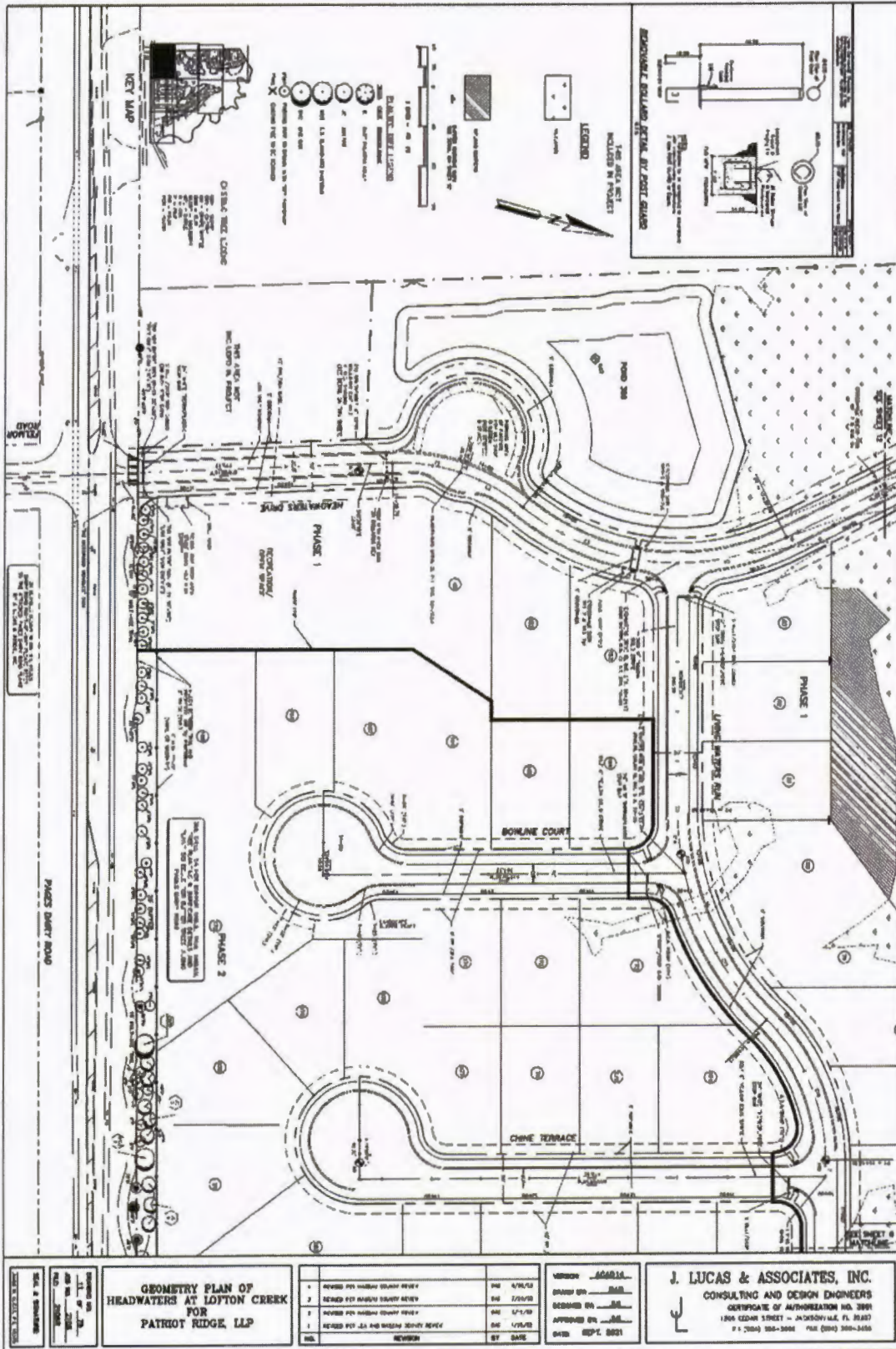
LEGAL DESCRIPTION
HEADWATERS KAYAK LAUNCH SITE
JANUARY 27, 2022

A PARCEL OF LAND SITUATE IN SECTION 51, TOWNSHIP 3 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A POINT LOCATED ON THE CENTERLINE OF PAGES DAIRY ROAD (A 100 FOOT RIGHT-OF-WAY (STATE ROAD NO. 200-A), SAID POINT BEING AT STATION 129+05.46 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP (SECTION 74600-2150); THENCE NORTH 15 15'52" WEST, A DISTANCE OF 50.00 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PAGES DAIRY ROAD (STATE ROAD NO. 200); THENCE NORTH 75°28'08" EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PAGES DAIRY ROAD (STATE ROAD NO. 200), A DISTANCE OF 260.66 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 26 50'31" WEST ALONG THE PERIMETER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 290, PAGE 633 AND OFFICIAL RECORDS BOOK 1570, PAGE 558 (AS CURRENTLY MONUMENTED), A DISTANCE OF 353.56 FEET; THENCE NORTH 73 39'35" EAST, A DISTANCE OF 472 FEET, MORE OR LESS TO THE CENTERLINE OF LOFTON CREEK AND A POINT HEREIN AFTER REFERRED TO AS POINT "B"; THENCE RETURN OF THE POINT OF BEGINNING AND RUN ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PAGES DAIRY ROAD (STATE ROAD NO. 200-A) THE FOLLOWING FIVE COURSES: (1) THENCE NORTH 75 28'08" EAST A DISTANCE OF 317.20 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 666.20 FEET, (2) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29 32'51", AN ARC DISTANCE OF 343.56 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 60 41'49" EAST A DISTANCE OF 339.77 FEET; (3) THENCE NORTH 45 55'23" EAST A DISTANCE OF 703.52 FEET; (4) THENCE NORTH 44 04'37" WEST A DISTANCE OF 10.00 FEET; (5) THENCE NORTH 45 55'23" EAST A DISTANCE OF 38.31 FEET TO THE MEAN HIGH WATER LINE OF LOFTON CREEK AS DESCRIBED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION IN OFFICIAL RECORDS BOOK 2297, PAGE 753, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING THREE COURSES: (1) NORTH 74 35'29" EAST A DISTANCE OF 4.40 FEET; (2) THENCE SOUTH 41 13'54" EAST A DISTANCE OF 4.65 FEET; (3) THENCE SOUTH 38 47'22" EAST A DISTANCE OF 3.26 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PAGES DAIRY ROAD (STATE ROAD NO. 200-A); THENCE NORTH 45 55'23" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50 FEET MORE OR LESS TO THE CENTERLINE OF LOFTON CREEK; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF LOFTON CREEK A DISTANCE OF 1,182 FEET MORE OR LESS TO ABOVE REFERENCED POINT "B" AND THE CLOSE OF THIS DESCRIPTION.

CONTAINING 5.76 ACRES, MORE OR LESS.

EXHIBIT C
Site Plan



<p>GEOMETRY PLAN OF HEADWATERS AT LOFTON CREEK FOR PATRIOT RIDGE, LLC</p>		<p>J. LUCAS & ASSOCIATES, INC. CONSULTING AND DESIGN ENGINEERS CERTIFICATE OF AUTHORIZATION NO. 2891 1306 CEDAR STREET - JACKSONVILLE, FL 32202 P.O. BOX 1000-3000 JACKSONVILLE, FL 32201</p>	
<p>DATE: 11/15/11 BY: J. LUCAS</p>	<p>DATE: 11/15/11 BY: J. LUCAS</p>	<p>DATE: 11/15/11 BY: J. LUCAS</p>	<p>DATE: 11/15/11 BY: J. LUCAS</p>

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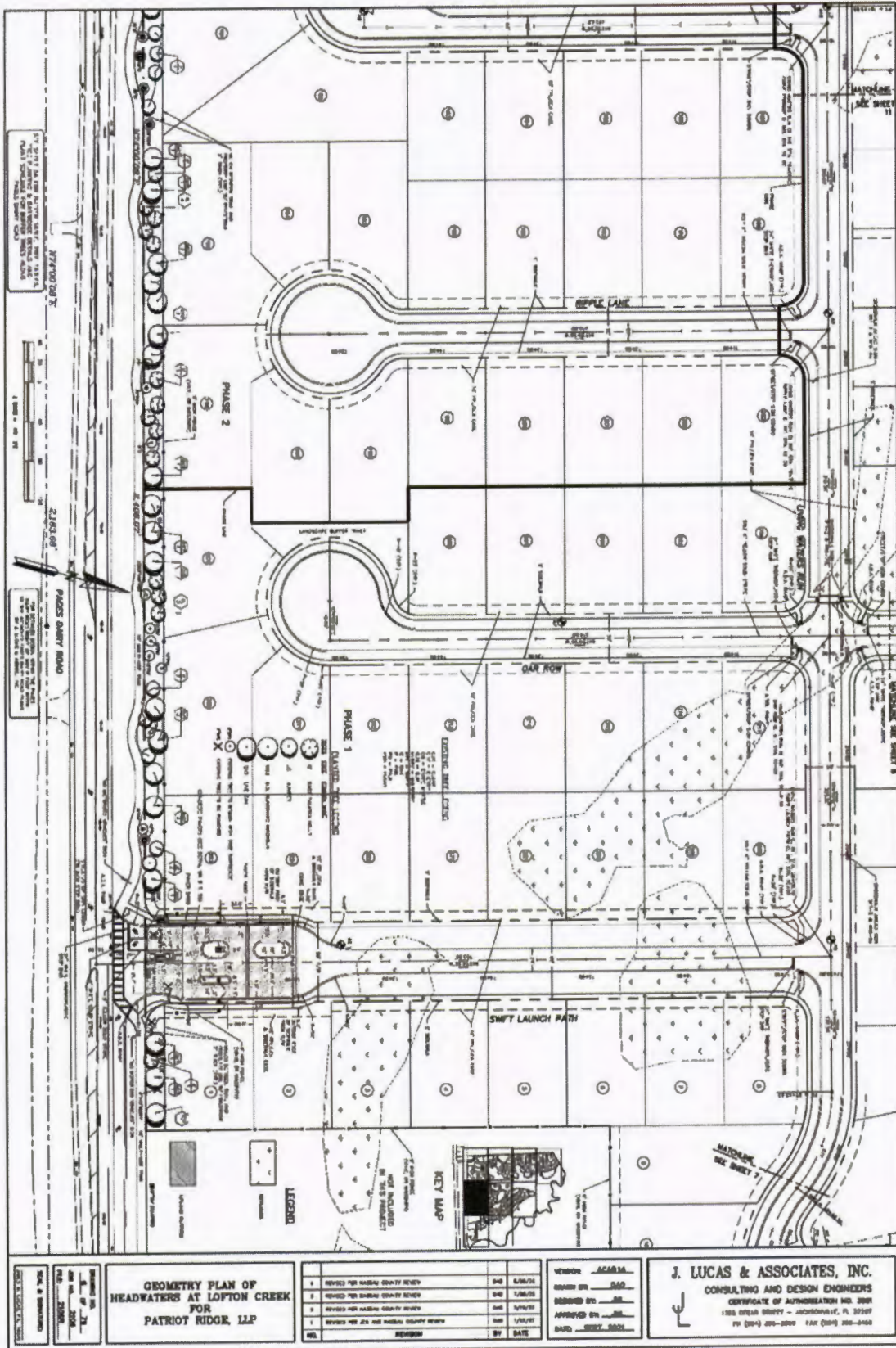
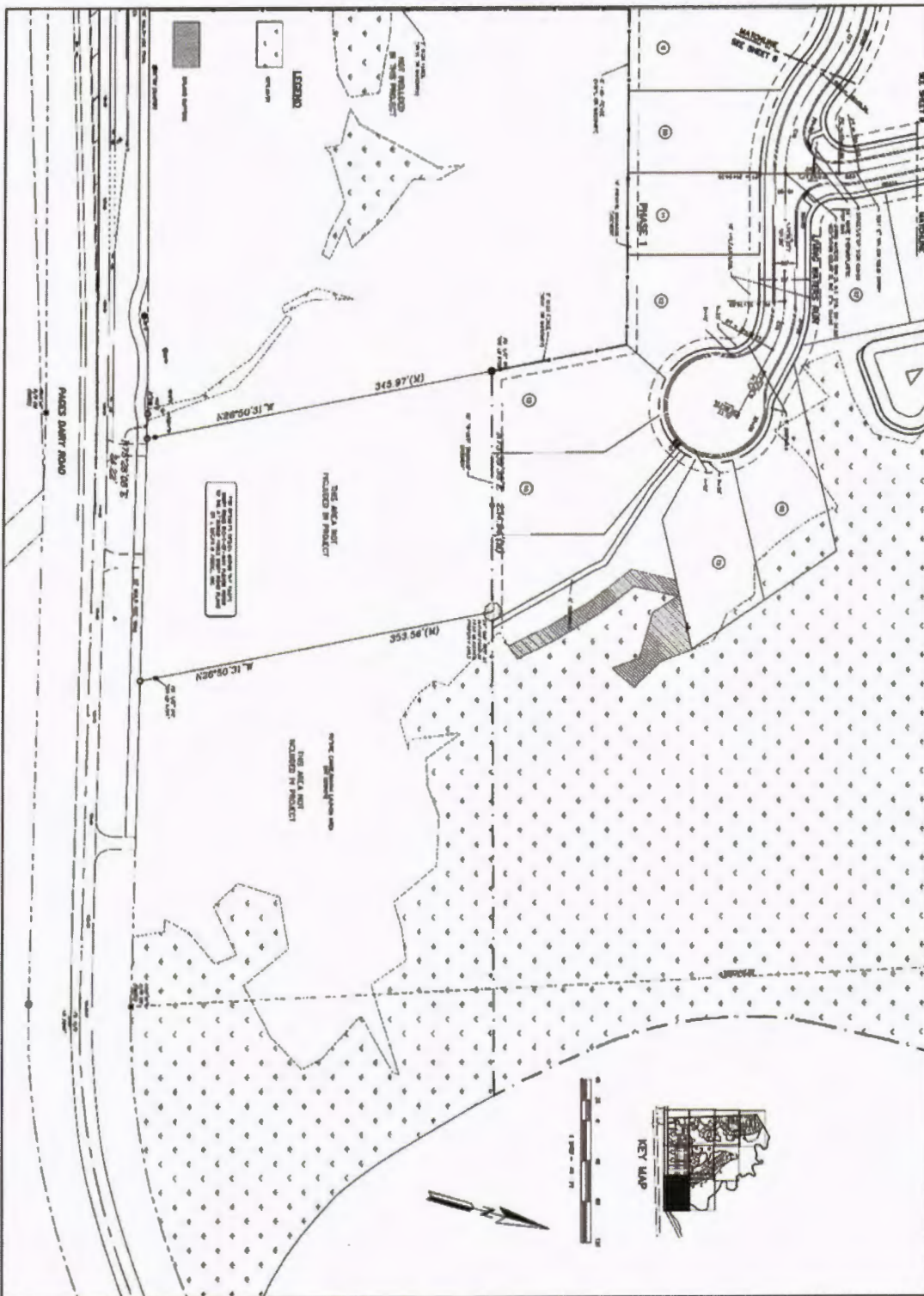


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<p>GEOMETRY PLAN OF HEADWATERS AT LOFTON CREEK FOR PATRIOT RIDGE, LLP</p>		<table border="1"> <tr> <th>NO.</th> <th>REVISION</th> <th>BY</th> <th>DATE</th> </tr> <tr> <td>1</td> <td>REVISED FOR LEGAL BOUNDARY REVIEW</td> <td>DLB</td> <td>7/22/03</td> </tr> <tr> <td>2</td> <td>REVISED FOR LEGAL BOUNDARY REVIEW</td> <td>DLB</td> <td>5/21/03</td> </tr> <tr> <td>3</td> <td>REVISED FOR AS BUILT</td> <td>DLB</td> <td>3/20/03</td> </tr> <tr> <td>4</td> <td>REVISED FOR AS BUILT AND LEGAL BOUNDARY REVIEW</td> <td>DLB</td> <td>1/27/03</td> </tr> </table>		NO.	REVISION	BY	DATE	1	REVISED FOR LEGAL BOUNDARY REVIEW	DLB	7/22/03	2	REVISED FOR LEGAL BOUNDARY REVIEW	DLB	5/21/03	3	REVISED FOR AS BUILT	DLB	3/20/03	4	REVISED FOR AS BUILT AND LEGAL BOUNDARY REVIEW	DLB	1/27/03	<table border="1"> <tr> <td>DESIGNED BY</td> <td>DLB</td> </tr> <tr> <td>CHECKED BY</td> <td>DLB</td> </tr> <tr> <td>APPROVED BY</td> <td>DLB</td> </tr> <tr> <td>DRAWN</td> <td>DLB</td> </tr> </table>		DESIGNED BY	DLB	CHECKED BY	DLB	APPROVED BY	DLB	DRAWN	DLB	<p>J. LUCAS & ASSOCIATES, INC. CONSULTING AND DESIGN ENGINEERS CERTIFICATE OF AUTHORIZATION NO. 3888 1308 CEDAR STREET - PHOENIXVILLE, PA. 22507 PH (215) 260-2000 FAX (215) 260-2466</p>	
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DRAWN	DLB																																		

BILL OF SALE

_____, a Florida _____ (the "Seller"), whose mailing address is _____, has sold to **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "Buyer"), whose mailing address is _____, 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.

**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

(Witness No. 1 - Signature)

Gregory Matovina, _____

(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 _____ of _____, 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)

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 Patriot Ridge, LLP, 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 P.O. Box 456, Fernandina Beach, Florida 32034, 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.

PATRIOT RIDGE, LLP

WITNESSES

(Witness No. 1 - Signature)

Gregory Matovina, As President of Matovina & Company, Managing Partner

(Witness No. 1 - Printed)

(Witness No. 2 - Signature)

(Witness No. 2 - Printed)

STATE OF FLORIDA
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, Managing Partner of Patriot Ridge, LLP, 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 E
Deed

EXHIBIT A TO DEED