

MOBILITY DONATION AND CREDIT AGREEMENT

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

WITNESSETH:

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

WHEREAS, Donor is the fee simple owner of land depicted as the “Property” on the Phasing Plan attached hereto as **Exhibit “B”** , which is needed for public right-of-way; and

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

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

WHEREAS, the Development requires ingress and egress via roadways known as (i) Liberty Cove Parkway, which shall initially extend from William Burgess Boulevard to the intersection of Liberty Crossing and includes a multi-use path along its length and the round-about at the intersection with Liberty Crossing, and (ii) Liberty Crossing, which shall initially extend from the eastern to the western boundary of Liberty Cove Phase I, which roads are designated as new collector roads in the Nassau County mobility plan, and depicted in the Phasing Plan attached hereto as **Exhibit “B”** (collectively Liberty Crossing, Liberty Cove Parkway and the associated multi-use path are the “Project”); and

WHEREAS, Donor will receive credit for construction of Liberty Cove Parkway and the associated multi-use path as part of its Public School Concurrency Proportionate Fair Share Mitigation Agreement with the Nassau County School District; and

WHEREAS, Donor is eligible to receive Mobility Fee Credit for construction of Liberty Crossing (the “Credited Portion”) as set forth in the Site Plan in **Exhibit “C”** attached hereto; and

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

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.

(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 upon dedication of the Property via final plat.

3. Donor's Construction Obligation.

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(a) Donor shall design, fund, permit, and construct the Project in accordance with the site plan as approved by the Development Review Committee and as more particularly set forth in **Exhibit "B"** hereto, 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 prior to issuance of the first certificate of occupancy within the Development.

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

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

(d) Prior to commencement of construction of the Project, 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. Prior to commencement of the Project, 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 thirty (30) days' written notice by registered or certified mail shall be given the County of any 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

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that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement.

(3) Before starting and 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), Auto Liability, and Umbrella 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.

(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 Contract, 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 prior to the commencement of the work. The Donor shall not commence work under this Agreement 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 commence work on its 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

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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 Definition. CGL policy shall include broad form contractual liability coverage for the Donor's covenants to and indemnification of the County under this Agreement.

(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
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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.

(iv) **UMBRELLA (EXCESS) LIABILITY INSURANCE.** The Donor shall purchase and maintain at the Donor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Agreement. The limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$2,000,000
Aggregate Limit	\$2,000,000

(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

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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 his 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 Donors 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 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 any Donor or any contractor 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 testing and inspection of the Project and oversight of construction. Donor shall have the right to continue construction of the Project on the Property after dedication of the Property via final plat as set forth in Section 6 of this Agreement below and prior to the County's acceptance of the Project for maintenance.

(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.

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4. Mobility Fee Credits. Donor will be eligible to receive Mobility Fee Credits for the construction and donation of the Credited Portion of the Project as set forth in **Exhibit "C"** and donation of the Property. The amount of Donor's Mobility Fee Credits will be determined in accordance with the procedures set forth in Section 36-32 of the Code and the provisions set forth below.

(a) Mobility Fee Credits associated with construction and donation of the Credited Portion of the Project.

(1) Donor and County agree that the estimated cost of construction of the Credited Portion of the Project is \$3,711,671. Following the earlier of the County's acceptance of the conveyance of the Project or issuance of a construction bond for the Project, Donor shall receive Mobility Fee Credits for the Credited Portion of the Project in the amount of \$3,711,671.

(2) If the Project is competitively bid and the actual cost of construction of the Credited Portion exceeds the estimated construction cost confirmed by the County, Donor may deliver to the County documentation of the actual cost of construction of the Credited Portion 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 Mobility Fee Credits such that the total amount of Mobility Fee Credits associated with the cost of construction of the Credited Portion are equal to the actual cost of construction or one hundred twenty (120) percent of the bid amounts, whichever is less, in accordance with Section 36-32 of the Code.

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

(1) Pursuant to the appraisals obtained by the Donor and County, the Donor and the County hereby agree that the Mobility Fee Credit for the Property donation is \$1,869,375, 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 36-32 of the Code. The value associated with the Project shall not be included in the appraisal of the Property.

(2) Following the County's acceptance of the dedication of the Property, Donor shall receive Mobility Fee Credit 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 36-32 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 Mobility Fee Credits granted shall become null and void and any Mobility Fees shall become immediately due for credits previously utilized.

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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 via final plat.

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 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 "D"**.

(c) Prior to dedication of the Property 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. The County shall pay its legal expenses, any of its Property investigation expenses, and all of its other costs associated with this transaction.

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.

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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

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.

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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 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 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.

(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 plat, 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. Donor shall not transfer or encumber any interest in the Property prior to dedication of the Property via final plat except that Donor shall have the right to encumber the Property in connection with the formation of a community development district or as otherwise approved by the County.

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Donor of any provisions of any agreement or other instrument to which it is a party or to which it may be subject although not a party, or result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Donor.

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(e) Donor assumes all risk of loss or damage to the Property and Project prior to the acceptance of the Project by the County, 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) 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.

22. Survival. The terms and conditions of this Agreement shall survive dedication of the Property 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 County shall pay the cost of recording.

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

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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 VIA FINAL PLAT.**

[Signatures commence on following page]

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

DONOR:

LIBERTY COVE NASSAU, LLC

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

Date: 09/11/23

Sabrina Robertson
Witness as to Donor

Sabrina Robertson
Printed Name

Megan Sawyer
Witness as to Donor

Megan Sawyer
Printed Name

STATE OF Florida)
COUNTY OF Nassau)

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



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

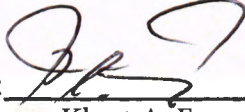
By: Amy Bell
Notary Public, State of Florida
Print: Amy Bell

Liberty Cove Parkway and Liberty Crossing

COUNTY:

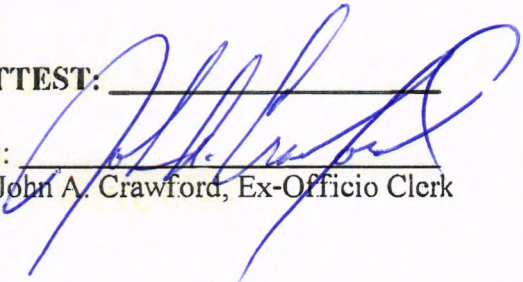
NASSAU COUNTY, FLORIDA

A political subdivision of the State of Florida

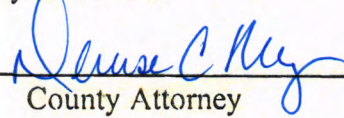
By: 
Name: Klynt A. Farmer

Title: Chairman

Date: 9-20-23

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

Legally Sufficient:

By: 
County Attorney

Date: 9-20-23

BILL OF SALE

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

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

- (a)
- (b)

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

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

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

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

WITNESSES

LIBERTY COVE NASSAU, LLC

(Witness No. 1 - Signature)

Gregory Matovina, As President of Matovina & Company, Manager

(Witness No. 1 - Printed)

(Witness No. 2 - Signature)

(Witness No. 2 - Printed)

STATE OF _____
COUNTY OF _____

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