

CS-23-021

FIRE RESCUE DONATION AND IMPACT FEE CREDIT AGREEMENT

THIS FIRE RESCUE DONATION AND IMPACT FEE CREDIT AGREEMENT

(“**Agreement**”), is made this 18th day of October 2023, by and between **THREE RIVERS DEVELOPERS, LLC**, a Delaware limited liability company, its successors or assigns, (“**Developer**”) and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (the “**County**”) (Developer and County collectively referred to as the “**Parties**”).

WHEREAS, Nassau County adopted Article III of Chapter 34 of the Nassau County Code of Ordinances (the “**Impact Fee Ordinance**”), which provides that all new construction is subject to a Fire Rescue Impact Fee which must be paid at the time of issuance of a building permit (the “**Fire Rescue Impact Fee**”), so as to ensure that such new development bears a fair share of providing capital improvements to the County fire rescue system in order to accommodate the impact generated by the new development; and

WHEREAS, Section 163.31801, Florida Statutes, (the “**Florida Impact Fee Act**”), provides that a local government must credit against the collection of an impact fee any contribution related to public facilities or infrastructure, including land dedication, site planning and design, and construction and the fair market value of that contribution must be applied on a dollar-for-dollar basis to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made; and

WHEREAS, Section 34-86 of the Impact Fee Ordinance allows for impact fee credits for the design and construction of an improvement or addition to the fire rescue system when required by a development order or made voluntarily; and

WHEREAS, Developer owns approximately 1,546 acres which are described in **Exhibit “A”** attached hereto (the “**Property**”); and

WHEREAS, the Property is a Development of Regional Impact (the “**Tributary DRI**”) pursuant to Resolution 2006-126, as amended (the “**Tributary DRI Development Order**”); and

WHEREAS, Special Condition 27(a) of the Tributary DRI Development Order, as amended by Resolution 2021-172 (“**Special Condition 27(a)**”), requires Developer to design and construct at its cost a three-bay fire station to be located at a location approved by the Parties, with the input and approval of the Nassau County Fire Department and the County Manager (the “**Fire Station**”); and

WHEREAS, Special Condition 27(a) currently requires Developer to commence vertical construction of the Fire Station no later than January 24, 2023; and

WHEREAS, Special Condition 27(a) currently requires the Fire Station to be operational and ready for occupancy on or before January 24, 2024; and

WHEREAS, the County and the Developer are currently working toward certain amendments to the Tributary DRI Development Order, which will conform the provisions of Special Condition 27(a) to the provisions set forth herein; and

WHEREAS, the County owns approximately 1.6 acres within the Timbercreek subdivision, which is described in **Exhibit “B”** attached hereto (the “**Fire Station Property**”) and the Parties hereby agree that the Fire Station Property is a suitable location for the Fire Station; and

WHEREAS, Special Condition 27(a) also requires that Developer provide a 75-foot Quint Fire Truck, but the Parties have agreed that Developer will provide a 100-foot Quint Fire Truck,

with the County paying the difference in the cost between the 75-foot truck and the 100-foot truck (the “**Fire Truck**”); and

WHEREAS, Special Condition 27(a) also requires that Developer provide a rescue unit ambulance (the “**Rescue Unit Ambulance**”) prior to the opening of the Fire Station (the Fire Truck and the Rescue Unit Ambulance are collectively referred to as the “**Equipment**”); and

WHEREAS, Special Condition 27(a) further provides that, beginning on August 28, 2006, the County shall collect Fire Rescue Impact Fees from the Timbercreek, River Glen, and Plummer Creek subdivisions including the additional impact fee imposed on River Glen units for refund to Developer up to the amount of fifty percent (50%) of the documented costs of the Fire Station and Equipment (the “**Reimbursement Obligation**”); and

WHEREAS, the design and construction of the Fire Station and the donation of the Equipment are eligible for, and the County agrees to provide, credit against the Fire Rescue Impact Fees in accordance with Special Condition 27(a), the Florida Impact Fee Act, the Impact Fee Ordinance and the terms and conditions of this Agreement (the “**Credit**”); and

WHEREAS, the County finds that it is in the best interest of the public to enter into this Agreement with Developer to establish the responsibilities between the Parties for the required improvements and equipment associated with the construction of the Fire Station.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by reference. The recitals form an integral part of this Agreement. When construing this Agreement, the Parties shall refer to the recitals to the extent necessary to give full effect to the

intent of the Parties as reflected in this Agreement; provided, however, that if the recitals and a substantive provision of this Agreement are in direct conflict and cannot be reconciled, then the substantive provision shall control.

2. **Developer Obligations.** Developer and the County acknowledge that Developer is obligated to construct the Fire Station and to provide the Equipment as set forth in Special Condition 27(a). In furtherance of this obligation, Developer and the County agree as follows:

a. **Fire Station.** Developer will design, permit, and construct, at Developer's cost, a 3-bay fire station building on the Fire Station Property in accordance with the Nassau County Fire Station #71 Technical Specifications dated 1/31/2018, a copy of which is on file with the Nassau County Fire Rescue Department, as updated on 1/26/2023 (the "Fire Station Technical Specifications"). Developer shall obtain all necessary permits and plan approvals for the construction of the Fire Station. Developer has submitted all necessary permit applications and plans to the County for processing and Developer shall continue to use due diligence in addressing the County's comments and making necessary revisions thereto. The County shall use due diligence in processing and issuing the necessary permits and plan approvals in accordance with its standard policies and procedures. Developer agrees to commence vertical construction of the Fire Station within sixty (60) days after receipt of the necessary permits and plan approvals. Developer will complete construction of the Fire Station such that the Fire Station is operational and ready for occupancy no later than eighteen (18) months after the start of construction.

b. **Equipment Purchase.**

1. **Quint Fire Truck.** Developer will purchase and donate to the County a 100-foot Quint Fire Truck (the "**Fire Truck**"). The County will order the Fire Truck in accordance with the specifications attached hereto as **Exhibit "C."** The County agrees to fund

\$12,039.79 of the Fire Truck purchase, which is the cost difference between the 75-foot truck Developer is obligated to provide in accordance with Condition 27(a) and the 100-foot truck requested by the County. The Parties agree that when an invoice for the Fire Truck is received by the County from the manufacturer, the County shall timely submit payment to the manufacturer and simultaneously submit the invoice to Developer. Within thirty (30) days of receipt of the invoice from the County, Developer shall timely submit payment to the County in the amount of \$1,297,283.00, which the Parties agree is the cost associated with a 75-foot Quint Fire Truck with the same or similar design and improvements as the Fire Truck being purchased.

2. **Rescue Unit Ambulance.** Developer will purchase and donate to the County a 2025 Braun Chief XL Rescue Unit Ambulance. The County will order the Rescue Unit Ambulance in accordance with the specifications attached hereto as **Exhibit “D.”** Upon receipt of an invoice of the manufacturer the County shall timely submit payment to the manufacturer and simultaneously submit the invoice to Developer. Within thirty (30) days of receipt of the invoice from the County, Developer shall timely remit full payment for the Rescue Unit Ambulance to the County, which is estimated to be \$598,847 as of the date of this Agreement, but the cost of the Rescue Unit Ambulance cannot be confirmed until the County places the order for the Rescue Unit Ambulance.

c. **Limitation on Developer Improvements.** The County acknowledges that Developer will incur substantial costs to construct the Fire Station and purchase the Equipment. Developer is under no obligation to construct Fire Station improvements other than those identified in the Fire Station Technical Specifications or to purchase any additional materials or supplies related to the Equipment other than those identified in Paragraph 2.b.(1) and (2) above. The County may request, and Developer may, in its sole discretion, agree to construct additional improvements

to the Fire Station and/or to purchase additional materials or supplies related to the Equipment (“**County Improvements**”). The County acknowledges and agrees that any such County Improvements shall be made at the County’s sole cost and expense. The County further acknowledges and agrees that Developer is under no obligation to construct or order any County Improvements or agree to construct or order same. In the event that the County requests County Improvements and Developer agrees to construct or order such County Improvements, the Parties shall memorialize such agreement in writing. The County further agrees to timely remit to Developer such moneys as are necessary to enable Developer to timely pay for any such County Improvements.

d. Acceleration of Improvements. Developer may accelerate the timing of the construction of the Fire Station at its sole discretion.

e. Construction. The Fire Station will be constructed in a good and workmanlike manner in accordance with the County Building Code and the Fire Station Technical Specifications. In addition to its normal construction inspection procedures, upon reasonable notice to Developer, the County will be provided with reasonable access for oversight, testing, and inspection of the Fire Station construction. Developer warrants to the County that any materials and equipment furnished for the Fire Station 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. Developer further warrants to the County that all materials and equipment furnished for the Fire Station shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors.

f. **Posting of Performance Bond or Letter of Credit.** Prior to commencement of construction, Developer, at its sole cost and expense, shall provide the County with a payment and performance bond with a surety insurer authorized to do business in the State of Florida or a letter of credit approved by the County Manager (the “**Performance Security**”), in an amount equal to one hundred fifteen percent (115.00%) of the estimated cost to complete the construction of the Fire Station as determined by a professional architect. The County shall be the named obligee on the Performance Security.

g. **Insurance.** Prior to commencement of construction, the Developer shall satisfy the insurance requirements set forth below:

1. Developer 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 Developer shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Developer 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 the construction of the Fire Station 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. Before starting and until acceptance of the work by County, Developer shall maintain insurance of the types and to the limits specified in subsection g.7 below entitled "Required Insurance." Developer 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 subsection g.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 Developer representing in writing to County that Developer'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 subsection g.7 below. The Commercial General Liability (CGL), Auto Liability, and Umbrella policy(ies) obtained by Developer to meet the requirements of this Agreement shall name County as an additional insured as to the operations of the Developer 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 Developer thirty (30) days prior to the date of expiration. Should at any time the Developer 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 Developer 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 Developer 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 Developer's coverage based on the evidence of insurance provided by the Developer shall not be construed as a waiver by the County of Developer'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 prior to the commencement of the work. The Developer 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, nor shall the Developer 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

a. COMMERCIAL GENERAL LIABILITY INSURANCE.

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

b. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. The Developer shall purchase and maintain at the Developer'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

c. AUTOMOBILE LIABILITY INSURANCE. The Developer shall purchase and maintain at the Developer’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 Developer, 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 Developer or contractor.

d. UMBRELLA (EXCESS) LIABILITY INSURANCE. The Developer shall purchase and maintain at the Developer’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 Developer, 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. Developer 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 Developer'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, Developer shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

11. The insurance requirements set forth herein shall in no way limit Developers liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusions, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Developer's right under any policy with higher limits, and no policy maintained by the Developer shall be construed as limiting the type, quality or quantity of insurance coverage that Developer should maintain. Developer 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 Developer or any contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Developer 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 Developer to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

h. State and Federal Permits and Decisions. The County and Developer are each responsible for complying with all applicable federal, state and local laws and regulations with regard to any work done with regard to the construction of the Fire Station by said Party or its employees, contractors or subcontractors.

i. Acceptance of the Fire Station by County. When Developer determines that construction of the Fire Station is substantially complete, the architect of record (the “**Architect**”) shall make a pre-final inspection accompanied by a representative of Developer and a representative of the County. When the Architect and the County agree that the Fire Station is ready for its intended use by the County, Architect will prepare a “**Certificate of Substantial Completion,**” along with a draft of punch list items to be completed or corrected. The Certificate of Substantial Completion shall establish the timeframe in which the Developer shall finish all items on the punch list. When Developer has completed the punch list, the Architect shall make a final inspection accompanied by a representative of Developer and a representative of the County. When the Architect and the County agree that all items have been completed and all corrections made, Architect will issue a “**Final Certificate of Completion**” certifying that construction of the Fire Station is complete. Within ninety (90) days after issuance of the Final Certificate of Completion, Developer shall furnish the County with a copy of as-built drawings for the Fire Station. After the Final Certificate of Completion is issued, the Developer shall execute and deliver to the County a bill of sale for the Fire Station and all associated warranties, in the form and content

attached hereto as **Exhibit “E.”** Upon receipt and acceptance of the bill of sale, the County shall take ownership and control of the Fire Station. Developer shall obtain and assign to the County all express warranties given to Developer or any contractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Fire Station. Any applicable warranties shall commence upon receipt and acceptance of the bill of sale by the County.

3. County’s Obligations.

a. Permitting & Authorizations. The County will process all applications, permits, certificates of occupancy, and other authorization requests submitted by or on behalf of Developer, its successors or assigns, consistent with County policies and procedures, the Tributary DRI, the Tributary Planned Unit Development Ordinance 2006-68, as amended, (the “**PUD**”), and all applicable federal, state, and local laws.

b. License, Easement or Approval for Construction of the Fire Station. In order to facilitate the design, permitting, and construction of the Fire Station, the County shall execute and deliver or cause to be delivered to Developer the temporary ingress, egress, and construction easement on the Fire Station Property in the form and content attached hereto as **Exhibit “F.”**

c. Certificate of Occupancy. The County agrees to issue a Certificate of Occupancy for the Fire Station according to the County’s standard procedures.

d. Maintenance of the Fire Station. The County agrees that it is the County’s sole responsibility to maintain and operate the Fire Station upon the issuance of a Certificate of Occupancy by the County.

e. Assurances to Developer. Except as provided herein, as required by the Tributary DRI and PUD, and as required by federal, state, and local laws, the County shall not

impose any further conditions with regard to the Fire Station. Additionally, the County shall not require Developer to design, engineer, or construct any additional improvements to the Fire Station not identified in the Fire Station Technical Specifications.

f. **The County's Reimbursement Obligation.**

1. **Fire Rescue Impact Fees Collected.** Consistent with Special Condition 27(a), the County has collected Fire Rescue Impact Fees from the Timbercreek, River Glen, and Plummer Creek subdivisions including the additional impact fee imposed on River Glen units for refund to Developer (the "**Collected Fees**"). The County also set aside those fees that would have otherwise been paid by the Timbercreek, River Glen, and Plummer Creek subdivisions during the pendency of the County's impact fee moratorium (the "**Moratorium Fees**"). The total of the Collected Fees and Moratorium Fees is \$517,630.53.

2. **Reimbursement Obligation.** Within thirty (30) days of the issuance of the Certificate of Occupancy for the Fire Station by the County, the County shall remit the Collected Fees and the Moratorium Fees received by the County to Developer pursuant to the Reimbursement Obligation.

4. **Impact Fee Credit.**

a. **Entitlement to Credit.** The Developer shall be eligible to receive Fire Rescue Impact Fee credits for the provision of the Fire Station and Equipment (the "**Credit**"). Special Condition 28(c) of the Tributary DRI Development Order states that Developer shall cause to be developed a publicly accessible boat launch ramp with car and trailer parking accommodations near the Village Center as identified on Map H, as it may be amended, which condition is subject to permitting by the applicable agencies. Developer and County acknowledge that Developer is receiving full, dollar-for-dollar Credit as set forth below in reliance upon

Developer's obligation set forth in Special Condition 28(c) and upon Developer's acknowledgement that a kayak launch alone would be insufficient to fulfil this obligation. The amount of Developer's Fire Rescue Impact Fee Credit shall be determined in accordance with the provisions set forth below.

1. Within sixty (60) calendar days of the effective date of this Agreement, Developer shall deliver to County documentation of the estimated cost of construction of the Fire Station certified by a professional Architect or Engineer. Within thirty (30) calendar days of the Developer's delivery of the estimated cost of construction of the Fire Station, the County shall provide Developer with a written confirmation of the estimated cost and Developer shall receive a dollar-for-dollar Fire Rescue Impact Fee Credit from the County equal to such amount at the time of County's written confirmation, less the Collected Fees and Moratorium Fees amount set forth in Paragraph 3.e.1 above.

2. Upon receipt of full payment for the Fire Truck from Developer, the County shall provide Developer with a written confirmation of receipt and Developer shall receive a dollar-for-dollar Fire Rescue Impact Fee Credit from the County equal to such amount at the time of County's written confirmation.

3. Upon receipt of full payment for the Rescue Unit Ambulance from Developer, the County shall provide Developer with a written confirmation of receipt and Developer shall receive a dollar-for-dollar Fire Rescue Impact Fee Credit from the County equal to such amount at the time of County's written confirmation.

4. This Agreement together with such written confirmations, as noted above, by the County shall constitute the credit agreement contemplated by Section 34-86 of the Code.

b. **Transferability of Credit.** Pursuant to the Florida Impact Fee Act, the Credit, or any portion thereof, may be used, transferred, sold, or assigned, in whole or in part by Developer at any time after establishment from one development or parcel within the Tributary DRI to another within the Tributary DRI, to any other development or parcel that is within the same Fire Rescue Impact Fee zone or an adjacent zone as provided for in the Impact Fee Ordinance; at the time of this Agreement, the Fire Rescue Impact Fee zone is countywide, but the County reserves the right to amend the Impact Fee Ordinance to provide for multiple zones. Any transfer of the Credit, or any portion thereof, shall be accomplished by the execution by Developer and delivery to Nassau County of a notice in substantially the same form as **Exhibit “G”** (a **“Credit Voucher”**) which Credit Voucher shall identify the designated transferee and specify the amount of Credit being transferred. Only Developer, or a designated transferee, is entitled to utilize the Credit. Upon receipt of a Credit Voucher, the County is entitled to rely on the presumed validity of the Credit Voucher and the County has no obligation to independently verify its authenticity or validity. Upon request by Developer or a designated transferee, the County shall confirm in writing the effectiveness of any transfer so made for the benefit and protection of the Parties. So long as there remains any Credit, the Developer shall prepare and deliver to the County by no later than January 1 of each year a report setting forth the amount of Credit transferred via Credit Vouchers and the remaining balance, if any, of Credit.

c. **Disagreement Regarding Amount of Credit.** If, based upon the Annual Report, the Developer and the County disagree as to the amount of Credit remaining as shown on the County’s ledger, the Parties agree to cooperate in order to ensure that the ledger accurately reflects the amount of Credit remaining.

d. **Exhaustion of Credit.** At such time as the Credit provided for hereunder has been exhausted, Developer or any developer or builder seeking building permits within the Tributary DRI shall pay the County the Fire Rescue Impact Fees due and payable under the Impact Fee Ordinance in effect at that time.

5. **Default and Remedies.**

a. **Event of Default.** It shall be an “**Event of Default**” if either Party fails to perform its obligations hereunder or fails to abide by any of its promises and covenants herein.

b. **Notice, Cure.** No Event of Default as to any provision of this Agreement shall be claimed or charged by either Party against the other until notice thereof has been given to the defaulting Party in writing, and such default remains uncured for a period of thirty (30) days after such notice; provided, however, that if the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the Party shall not be deemed to be in default if the Party commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

c. **Remedies.**

1. Should Developer fail to timely cure an Event of Default, then the County shall have the right to cease issuing development approvals within the Tributary DRI until and unless the default is cured or the Parties agree to an alternative means for satisfying the Event of Default. This remedy is not exclusive and the County can also seek any and all remedies available to it in law or equity.

2. Should the County fail to timely cure an Event of Default in meeting its obligations set forth herein, Developer may seek any and all remedies available to it in law or equity.

d. **Mediation.** Should either party assert an Event of Default which remains uncured for more than thirty (30) days (or assert that the other party failed to commence such cure within said thirty (30) day period and thereafter diligently prosecute such cure as required above), the Parties will attempt in good faith to resolve by mediation any controversy or claim arising out of or relating to such Event of Default prior to commencement of any litigation. If the Parties are unable to agree upon a mediator to serve, the mediator shall be selected by the Chief Judge of the Circuit Court of the Fourth Judicial Circuit of the State of Florida upon application being made by either party. The mediation shall be set by the mediator. The mediation process shall be concluded within thirty (30) days after the mediator is selected, unless the Parties both agree to an extended mediation time period. The costs of mediation shall be split equally between the parties.

e. **Litigation.** If the Parties are unable to resolve the controversy or claim through mediation, each party shall have the right to pursue all available remedies at law or in equity, including, but not limited to the right to seek specific performance as to any provision of this Agreement.

6. **Miscellaneous Provisions.**

a. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when (a) hand delivered, or (b) delivered via Federal Express, UPS or other nationally recognized overnight courier service, receipt required, or (c) transmitted via email or facsimile, provided a copy is sent the next business day by method (a) or (b). Notices shall be deemed delivered on the date hand delivered or on the date shown on the receipt. All notices shall be addressed as follows:

The County: Taco Pope
 County Manager

96135 Nassau Place, Suite 1
Yulee, Florida 32097
tpope@nassaucountyfl.com

With a copy to: Chris Lacambra
Office of Management & Budget Director
96135 Nassau Place, Suite 1
Yulee, Florida 32097
CLacambra@nassaucountyfl.com

And: Elizabeth Backe
Planning Director Nassau County, Florida
96161 Nassau Place
Yulee, Florida 32097
planning@nassaucountyfl.com

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

Developer: Gregg F. Kern
Three Rivers Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
GKern@greenpointllc.com

With a copy to: Patricia Nolan, General Counsel
GreenPointe Holdings, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
pnolan@greenpointllc.com

And: Rachael Greenstein, Esq.
Mahoney Law Group, P.A.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764
rgreenstein@djflaw.com

And: Emily G. Pierce, Esq.
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207
epierce@rtlaw.com

b. **Binding Effect.** The obligations of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

c. **Assignment.** Except as specifically set forth below, this Agreement may not be assigned by Developer or the County without the written consent of the other party. Notwithstanding anything to the contrary contained herein, this Agreement may be assigned by Developer (including any Fire Rescue Impact Fee Credit) to any subsequent owner of the Property or to one or more Community Development Districts created and existing specifically for this project without the prior written consent of the County. Developer shall advise the County, in writing, of any assignment of this Agreement.

d. **Exhibits.** All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

e. **Captions or Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision hereof.

f. **Amendment and Waiver.** This Agreement may be amended only by written amendment signed by both Parties. 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 instances to which it relates and shall not be deemed to be a continuing or future waiver or the entitlement to a future waiver.

g. **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.

h. Time. Time is of the essence as to all provisions of this Agreement.

i. Agreement Executed in Counterparts. This Agreement may be executed in two or more counterparts, each of which is considered and shall be deemed to be an original, but only one agreement is intended hereby.

j. 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. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.

7. Indemnification and Sovereign Immunity. Developer hereby agrees to indemnify, defend and hold harmless the County, its employees, assigns and successors, from any losses, claims, liabilities, demands, damages, expenses or causes of action (including reasonable costs of investigation and attorneys' fees) incurred or sustained or claimed to have been incurred or sustained, by any person or persons arising out of or in connection with: (i) any breach of any representation or warranty of Developer contained or provided in connection with this Agreement; (ii) any breach or violation of any covenant or other obligation or duty of Developer under this Agreement or under applicable law; (iii) any act, error or omission by Developer that results in a claim or enforcement action by any federal or state permitting agency; or (iv) any other negligent act, error or omission, or recklessness on the part of Developer or those under its control arising

out of or incidental to Developer's performance under this Agreement. 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, Florida Statutes, or other limitations imposed on the County's potential liability under state or federal law.

a. **Survival of Paragraph.** The provisions set forth in this Section 7 shall survive the termination of this Agreement.

8. **Relationship of the Parties.** The relationship of the Parties to this Agreement is contractual and Developer 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.

9. **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.

10. **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.

11. **Effective Date.** This Agreement and subsequent amendments hereto shall become effective the date they are approved by the Parties.

Passed and Duly adopted by the Board of County Commissioners of Nassau County,
Florida this 18th day of October, 2023.

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

By: _____

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

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

By: _____


KLYNT A. FARMER
Its: Chairman

Approved as to form:

By: _____

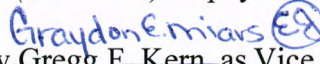
DENISE C. MAY
Its: County Attorney

**THREE RIVERS DEVELOPERS,
LLC, a Delaware limited liability
company**

By: 
Graydon E. Mears, Vice President

STATE OF FLORIDA

COUNTY OF Alachua

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization, this 10th day of October, 2023 by Graydon E. Mears  as Vice President of Three Rivers Developers, LLC, a Delaware limited liability company, on behalf of the company. He (check one) is personally known to me, or has produced a valid driver's license as identification.



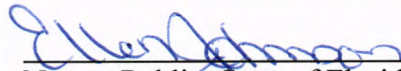

Notary Public, State of Florida
Name: Ellen Johnson
My Commission Expires 5/28/27
My Commission Number is: HH367096

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A

A PORTION OF SECTIONS 9 AND 10, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 88°33'22" WEST, ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 974.33 FEET TO THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 200 (A1A) (A VARIABLE WIDTH RIGHT-OF-WAY AS CURRENTLY ESTABLISHED) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°33'22" WEST, ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 1549.02 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1050, PAGE 800 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 06°04'20" EAST, ALONG SAID EASTERLY LINE, 296.32 FEET TO THE SOUTHERLY LINE OF SAID LANDS; THENCE SOUTH 88°33'22" WEST, ALONG SAID SOUTHERLY LINE, 299.55 FEET TO THE WESTERLY LINE OF SAID LANDS; THENCE NORTH 06°04'20" WEST, ALONG SAID WESTERLY LINE, 296.32 FEET TO THE AFORESAID NORTH LINE OF SECTION 9; THENCE SOUTH 88°33'22" WEST, ALONG SAID NORTH LINE, 410.50 FEET; THENCE SOUTH 26°32'28" WEST, 110.54 FEET; THENCE SOUTH 27°17'20" EAST, 112.08 FEET; THENCE SOUTH 83°09'20" EAST, 171.14 FEET; THENCE SOUTH 26°57'15" EAST, 189.89 FEET; THENCE SOUTH 13°47'00" EAST, 305.12 FEET; THENCE SOUTH 83°54'46" EAST, 174.52 FEET; THENCE SOUTH 05°49'27" EAST, 199.02 FEET; THENCE SOUTH 81°13'39" EAST;

144.06 FEET; THENCE SOUTH 49°49'29" EAST, 126.55 FEET; THENCE SOUTH 21°07'20" EAST, 130.97 FEET; THENCE SOUTH 38°10'00" EAST, 189.46 FEET; THENCE SOUTH 77°24'55" EAST, 130.05 FEET; THENCE SOUTH 36°38'15" EAST, 95.96 FEET; THENCE SOUTH 23°18'40" EAST, 79.92 FEET; THENCE SOUTH 20°27'40" WEST, 101.47 FEET; THENCE SOUTH 42°31'10" WEST, 208.76 FEET; THENCE SOUTH 31°39'09" EAST, 780 FEET MORE OR LESS, TO THE MEAN HIGH WATER LINE OF TOM MANN CREEK; THENCE SOUTHEASTERLY ALONG SAID MEAN HIGH WATER LINE AND THE MEANDERINGS THEREOF, AND ALONG THE MEAN HIGH WATER LINE OF BOGGY CREEK AND THE MEANDERINGS THEREOF, 3780 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 716, PAGE 1633, SAID PUBLIC RECORDS; THENCE SOUTH 57°36'07" EAST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS, 397.69 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 58°10'17" EAST, CONTINUING ALONG SAID NORTHEASTERLY LINE, 72.47 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LOGAN ROAD (A 60 FOOT RIGHT-OF-WAY AS ESTABLISHED); THENCE NORTH 51°19'32" EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 433.20 FEET TO AN ANGLE POINT; THENCE NORTH 51°03'16" EAST, CONTINUING ALONG SAID NORTHWESTERLY LINE, 595.67 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF POLICE LODGE ROAD (A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED, BEING MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 711, PAGE 1706, SAID PUBLIC RECORDS); THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES AND DISTANCES: COURSE NO. 1: NORTH 20°29'45" WEST, 3252.42 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 2: NORTHERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY,

HAVING A RADIUS OF 996.86 FEET, AN ARC DISTANCE OF 343.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°38'19" WEST, 341.31 FEET TO THE POINT OF TANGENCY; COURSE NO. 3: NORTH 00°46'53" WEST, 723.06 FEET TO THE AFORESAID SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 200 (A1A); THENCE NORTH 82°46'55" WEST, ALONG LAST SAID LINE, 275.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 200 ACRES, MORE OR LESS

PARCEL B

A PORTION OF SECTIONS 9, 10, 11, 14, 15, THE W. LOFTON GRANT, SECTION 44, AND THE ROBERT HARRIS GRANT, SECTION 45, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 01°04'10" EAST, ALONG THE EAST LINE OF SAID SECTION 9, A DISTANCE OF 148.29 FEET TO THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 200 (A1A) (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) AND THE POINT OF BEGINNING; THENCE NORTH 82°46'55" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 648.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF POLICE LODGE ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 00°46'53" EAST, 714.62 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE

NO. 2: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 936.86 FEET, AN ARC DISTANCE OF 322.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°38'19" EAST, 320.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH 20°29'45" EAST, 3315.67 FEET; THENCE SOUTH 69°30'15" WEST, 60.00 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT-OF- LINE OF SAID POLICE LODGE ROAD WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LOGAN ROAD (A 60 FOOT RIGHT-OF- WAY AS NOW ESTABLISHED); THENCE SOUTH 51°03'16" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 499.11 FEET TO THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 720, PAGE 1963, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 01°01'45" EAST, ALONG SAID EASTERLY BOUNDARY, 899.20 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS; THENCE SOUTH 88°42'51" WEST, 60.80 FEET TO A POINT ON THE WESTERLY LINE OF SECTION 15, SAID POINT HEREINAFTER REFERED TO AS REFERENCE POINT "A"; THENCE SOUTHEASTERLY ALONG A TRAVERSE LINE FOLLOWING THE MEANDERINGS OF BOGGY CREEK RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 65°44'20" EAST, 1108.97 FEET; COURSE NO. 2: SOUTH 73°13'20" EAST, 923.84 FEET; COURSE NO. 3: SOUTH 34°18'04" EAST, 1252.54 FEET; COURSE NO. 4: SOUTH 62°34'44" EAST, 1004.12 FEET; COURSE NO. 5: SOUTH 48°44'48" EAST, 913.35 FEET; COURSE NO. 6: SOUTH 18°11'58" EAST, 1646.63 FEET TO A POINT HEREINAFTER REFERED TO AS REFERENCE POINT "B"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE EASTERLY AND NORTHERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 200, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 82°46'55"

EAST, 1763.43 FEET; COURSE NO. 2: NORTH 07°13'05" EAST, 34.00 FEET; COURSE NO. 3: SOUTH 82°46'55" EAST, 4306.10 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1533, PAGE 1651 OF SAID PUBLIC RECORDS; THENCE SOUTHERLY, NORTHEASTERLY AND EASTERLY, ALONG THE WESTERLY AND SOUTHERLY LINES OF LAST SAID LANDS, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 03°57'30" WEST, 128.96 FEET; COURSE NO. 2: SOUTH 12°29'20" EAST, 472.58 FEET; COURSE NO. 3: SOUTH 27°41'52" EAST, 582.37 FEET; COURSE NO. 4: NORTH 51°40'36" EAST, 402.26 FEET; COURSE NO. 5: NORTH 89°57'51" EAST, 763.55 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 08°10'18" EAST, 49.68 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 2: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 4086.51 FEET, AN ARC DISTANCE OF 869.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 14°15'58" EAST, 867.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH 20°21'38" EAST, 168.46 FEET TO THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1521, PAGE 1321 OF SAID PUBLIC RECORDS; THENCE SOUTHWESTERLY, SOUTHERLY, EASTERLY, NORTHERLY AND NORTHEASTERLY, ALONG THE NORTHWESTERLY, WESTERLY, SOUTHERLY AND SOUTHEASTERLY LINES OF LAST SAID LANDS, RUN THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 61°05'54" WEST, 287.49 FEET; COURSE NO. 2: SOUTH 29°25'03" WEST, 66.67 FEET; COURSE NO. 3:

SOUTH 22°36'39" WEST, 97.74 FEET; COURSE NO. 4: SOUTH 06°26'34" EAST, 148.74 FEET; COURSE NO. 5: NORTH 80°27'24" EAST, 188.89 FEET; COURSE NO. 6: NORTH 00°03'21" EAST, 95.86 FEET; COURSE NO. 7: NORTH 55°40'09" EAST, 116.85 FEET; COURSE NO. 8: NORTH 28°06'20" EAST, 140.53 FEET TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD AND THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3779.72 FEET, AN ARC DISTANCE OF 931.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°03'12" EAST, 929.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: SOUTH 05°59'38" EAST, 2635.19 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; COURSE NO. 3: SOUTH 06°28'24" EAST, 1354.14 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 518, PAGE 1229, SAID PUBLIC RECORDS; THENCE SOUTH 88°52'12" WEST, ALONG SAID LINE, 203.68 FEET; THENCE NORTH 79°50'18" WEST, 13.73 FEET; THENCE SOUTH 86°11'02" WEST, 57.36 FEET; THENCE SOUTH 88°52'12" WEST, 367.49 FEET; THENCE SOUTH 02°15'50" WEST, 160 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF NASSAU RIVER; THENCE SOUTHWESTERLY, WESTERLY, NORTHWESTERLY, SOUTHWESTERLY, AND SOUTHERLY, FOLLOWING THE MEANDERINGS OF SAID MEAN HIGH WATER LINE, 3920 FEET MORE OR LESS TO A POINT ON SAID MEAN HIGH WATER LINE, SAID POINT LYING NORTH 72°32'01" EAST, 1170 FEET MORE OR LESS FROM THE AFOREMENTIONED REFERENCE POINT "B"; THENCE SOUTH 72°32'01" WEST, THROUGH SAID REFERENCE POINT "B", 1215 FEET MORE OR LESS TO THE MEAN

HIGH WATER LINE OF BOGGY CREEK; THENCE WESTERLY, NORTHWESTERLY, NORTHERLY, NORTHEASTERLY, EASTERLY, SOUTHERLY, AND SOUTHEASTERLY, FOLLOWING THE MEANDERINGS OF SAID BOGGY CREEK, 11465 FEET MORE OR LESS TO ITS INTERSECTION WITH THE WESTERLY LINE OF SAID SECTION 15, SAID POINT LYING SOUTH 00°12'35" EAST, 270 FEET MORE OR LESS FROM THE AFOREMENTIONED REFERENCE POINT "A"; THENCE NORTH 00°12'35" WEST, 270 FEET MORE OR LESS TO THE SOUTHERLY BOUNDARY OF AFOREMENTIONED LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 720, PAGE 1963 OF THE OFFICIAL RECORDS OF SAID COUNTY AND SAID REFERENCE POINT "A" TO CLOSE.

CONTAINING 1,546 ACRES, MORE OR LESS.

Exhibit "B"

LEGAL DESCRIPTION FIRE STATION PARCEL:

A PORTION OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR THE POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF LOT 1, TIMBERLAND ESTATES, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 6, PAGES 195 AND 196 OF THE OFFICIAL RECORDS OF SAID COUNTY, THE SAME BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD (AN 80-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 08°11'00" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 35.00 FEET; THENCE NORTH 81°49'00" EAST, 559.22 FEET; THENCE SOUTH 11°12'49" EAST, 276.35 FEET TO THE NORTH LINE OF TIMBER CREEK PLANTATION PHASE ONE, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 6, PAGES 394 THROUGH 398 OF THE OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 75°49'53" WEST, ALONG SAID NORTH LINE, 113.65 FEET TO NORTHWEST CORNER OF LOT 18 SAID TIMBER CREEK PLANTATION PHASE ONE; THENCE NORTH 44°55'14" WEST, 318.31 FEET; THENCE SOUTH 77°02'18" WEST, 27.35 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED LOT 1, TIMBERLAND ESTATES; THENCE SOUTH 81°49'00" WEST, ALONG THE NORTHERLY BOUNDARY OF SAID LOT 1, 243.14 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 1.60 ACRES, MORE OR LESS.

Exhibit "C"



Fire Apparatus Quotation for: NASSAU COUNTY FIRE RESCUE



Quotation Number: 111668 Rev: 9

Unit Description: AERS-TYPH-100L

Quote Description: Aerial, RM, Aluminum, Single Axle, Typhoon, 100 Ladder

Salesperson: CBEVILLE

Salescode	Extended Description	Qty
FRAME ASSEMBLY		
1250-0086	Frame - Torque box for 100' single axle Quint aerial.	1
1250-0092	GEOMET coated frame assembly fasteners.	1
AXLE OPTIONS		
1025-0028	Koni shock absorbers for front axle - adjustable.	1
1025-0171	Dana D-2200W 24,000 lb. front axle. Includes maintenance free bushings. For use with disc brakes only.	1
1025-0215	Mentor RS-35-185 single rear axle 35,000 lb. capacity. Requires 16.5" x 8.625" cast shoe brakes. Note: Unit may have an intermittent speed rating due to rear tires.	1
SUSPENSIONS		
1070-0044	Rear suspension Hendrickson ROADMAXX 35,000 lb. single axle air ride. Requires Mentor 35K Axle.	1
TIRE OPTIONS		
1060-0046	Two Michelin 425 tires model XFE for front axle.	2
1060-0073	Two Goodyear 425 tires model G296 MSA for front axle.	2
1060-0113	Intermittent service tire rating.	2
1060-0113	Intermittent service tire rating.	2
1060-0114	Tire pressure monitoring valve stem caps. VECSAFE LED indicators.	2
1060-0134	Four Michelin 315 rear tires with X WORKS Z tread.	4
1060-0144	PressurePro tire pressure monitoring system for single rear axle units. Includes display through multiplex system in cab and programming display kit (shipped loose).	1
1060-0167	Four Goodyear 315 rear tires with G751 MSA tread.	4

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9/28/2021

Salescode	Extended Description	Qty
BRAKE SYSTEMS		
1100-0005	Brake system air 4X2/4X4.	1
1100-0006	Parking brake release mounted on the driver's side lower dash.	1
1100-0019	Dust Shields. Rear Axle CAM Brakes only.	1
1100-0024	G4 Electronic Stability Control (4x2), Includes RSC and ATC. Not available on 4x4, commercial chassis or filler.	1
1100-0031	Dana ADR22X 17" disc brakes for front axle.	1
1100-0036	16.5" x 8.625" P-Cast S-cam brakes for 27,000 - 35,000 Mentor axles. N/A with FIREMAXX suspension.	1
INSPECTIONS AND PENALTIES		
1002-0001	Final inspection trip.	1
1002-0003	Unit has a penalty clause.	1
TESTING COMPLIANCE STANDARD		
1001-0045	Unit to match as close as possible to previous unit. Documentation including photos, drawings and/or prints are available via shop order folder. Shop order information supersedes previous order. Similar to production order.	1
1001-0051	E-ONE supplied safety, warning & caution tags on cab, chassis, body, pump module and aerial are to be in both English and French languages.	1
1001-0056	CAN/ULC S515-13 Compliance testing - Aerial, road test and checklist. 4-Section ladders only.	1
1001-0060	CAN/ULC S515-13 Compliance testing - Water pump test. Includes line voltage power source (generator / inverter) if equipped. Aerials and rescues only.	1
3090-0002	GM. Unit has no overall height restrictions.	1
3090-0004	GM. Unit has no overall length restrictions.	1
3090-0006	The hose bed is to have the capacity for the following hose. Hose load shall be listed from driver to officer.	1
		Lay 1 - 300 Ft. of 1.75 DJ Lay 2 - 300 Ft. of 2.50 DJ Lay 3 - 500 Ft. of 5.00 LDH Estimated Weight - @41 lbs.
3040-1137-12C	Equipment allowance on the apparatus shall be 2500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1
BUMPERS		
1160-0012	12" Front Bumper Gravel Shield Extension.	1
1160-0049	License plate holder mounted officer side of front bumper.	1
1160-0130	3/16" Front Bumper Gravel Shield. Extend shield to flush with heavy duty bumper edge.	1

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9/28/2021

Salescode	Extended Description	Qty
BUMPERS		
1160-0164	Heavy duty inner city front bumper 10" high with full angle corners. Includes support wings for angled corners. Center of bumper to have a 5" deep notch for recessed Q28. Bumper to be painted job color.	1
1160-0166	26" Front Bumper Gravel Shield Extension.	1
1160-0204	14GA polished stainless steel overlay on front face of 10" heavy duty bumper.	1
WHEEL OPTIONS		
1050-0001	Alcoa aluminum wheels for front axle (2).	1
1050-0003	Alcoa aluminum wheels for rear axle (4).	1
1050-0017	Each inside wheel of the single rear axle shall have valve stem extensions.	1
1050-0039	Polish inner and outer aluminum wheel (EA). Rear wheels only.	6
AIR SYSTEM OPTIONS		
1110-0000-001	Inlet for air system. Location: driver door jamb.	1
1110-0002	Air dryer Bendix AD-9.	1
1110-0006	Air lines nylon.	1
1110-0041	Air horns Grover stuttbartone recessed in bumper (PR).	1
1110-0045	Gast air compressor 110v model 3HBB-32-M300AX.	1
ENGINES & TRANSMISSIONS		
1200-0017	Push-button transmission shift selector.	1
1200-0021	TransDyne, Shell Spirax S6ATF A295, or equivalent synthetic transmission fluid for EVS 4000.	1
1200-0096	Electronic speed limiting set at 60 MPH. Note: Axle gear ratio will be as low as possible while allowing for 60 MPH top speed to improve acceleration.	1
1200-0421	Eng/Trans Cummins X12 455HP with EVS4000 transmission. 2021 EPA Compliant.	1
SECONDARY BRAKING		
1125-0002	Jacobs engine compression brake.	1
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1
EXHAUST OPTIONS		
1225-0056	Re-route vertical exhaust to below body. Includes heat wrap as necessary. Metro 100 only.	1
1225-0060	Exhaust end with fresh air vent for Plymovent exhaust extraction system.	1

Salescode	Extended Description	Qty
EXHAUST OPTIONS		
1680-0038	Exhaust end for Nederman. For exhaust extraction system.	1
COOLING PACKAGE		
1800-0013	Cooling system for use with Typhoon, Cyclone and Quest chassis. For use with 2010 - 2021 EPA engines. Includes coolant recovery system.	1
1800-0029	Engine cooler. E-ONE chassis only. Requires control option for pump panel.	1
FUEL SYSTEMS		
1350-0004	Fuel system 30 gallon saddle tanks.	1
1300-0022	Fuel line hose rubber.	1
ALTERNATOR		
1700-0027	Alternator Leaco Neville 420 amp. 420 amp SAE/360 amp NFPA.	1
BATTERIES		
1400-0092	Battery four group 31 2000 CCA.	1
1400-0011	Battery splash cover for ULG compliance.	1
CHASSIS OPTIONS		
1680-0005	Thermostic fan clutch.	1
1680-0007	Driveshafts 1810. Required on 1550 lb/ft torque or greater engines.	1
1680-0008	Tow eyes front painted below bumper/cab (PR).	1
1680-0012	Tow eyes rear frame painted black.	1
1690-0051	Aerial hydraulic activation system.	1
1680-0250-4158	Diesel Exhaust Fluid (DEF) 5 gallon tank. Location: left side below rear of cab.	1
CAB MODEL		
1520-0219	Typhoon medium cab with radial wipers (58" CA).	1
CAB ROOF TYPE		
1615-0004	Cab roof to be "flat" with trough for waterway. Required with HM100 (with waterway), NP300 (all), CR100/92 P10m (StdStck and W/O/P) or HPY/HP5100 PRfm (all).	1
CAB BADGE PACKAGE		
1610-0000	Cab and body to have applicable E-ONE logos.	1
CAB DOOR OPTIONS		

Salescode	Extended Description	Qty
CAB DOOR OPTIONS		
1550-0003	Rear crew cab doors in the medium position.	1
1550-0016	Cab door panels ABS	1
1550-0044	All cab door kick plates to be made from diamond plate aluminum.	1
1550-0084	All cab exterior access doors to have 1250 keyed locks.	1
1550-0159	Interior cab door locks - manual. Will be individually actuated from each respective door. Includes key lock on each exterior cab door handle.	1
1550-0177-000-D8	Gold/Red Reflexite V98 striping positioned in the "A" formation located on the cab door panels.	1
1550-0178-000-J7	Red/Fluorescent Yellow Green Reflexite V98 chevron "A" stripe on lower cab door panel approx 12" high. Stainless steel/painted door panels only. E-ONE cabs only.	1
1550-0180	Cab door panels stainless steel. Includes upper and lower panels with seam below handrail.	1
1550-0283	Driver and officer cab door windows with manual regulators. For use with new Typhoon and 100" wide Cyclone cabs.	1
1550-0284	Rear crew cab door window(s) with manual regulator(s). For use with new Typhoon and 100" wide Cyclone cabs.	1
1550-0287	Cab doors to be barrier style. For use with new Typhoon cab and 100" wide Cyclone only.	1
CAB STEP OPTIONS		
1640-0047	Lower steps to extend 3.5" past cab. For use with legacy Typhoon / Cyclone with barrier style doors and 2019 Typhoon / 100" wide Cyclone with barrier style or extended doors.	1
1640-0055	Lower bottom front and rear cab door steps 4".	1
MIRRORS		
1670-0059	Retrac Mirror stainless steel 10" 3-arm convex above officer side cab brow, 3 piece adjustable telescoping arm. Head #604953, Arm assy#604671	1
1670-0065	Retrac Mirror stainless steel 10" 3-arm convex above driver side cab brow, 3 piece adjustable telescoping arm. Head #604953, Arm assy#604671	1
1670-0087	2" extension for Ramco mirrors, on officers side only.	1
1670-0100	Ramco 6000 series mirrors. Driver's side, door mounted with full heat and full remote control. Officer's side, front mounted with CAS750, full heat, and full remote control.	1
1670-0101	Heat added to separate convex mirrors. Does not include Driver or Officer mirrors. (EA)	2
MISC EXTERIOR CAB OPTIONS		

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Salescode	Extended Description	Qty
MISC EXTERIOR CAB OPTIONS		
1550-0020	Windows cab side fixed driver's side.	1
1550-0033	Windows cab side fixed officer's side.	1
1675-0024	Pair of 36" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1
1675-0030	Mud flaps, front, black with E-ONE logo.	1
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1
1675-0201	Large radius cab wheel well. Includes bolt on adjustable wheel well trim.	1
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1
1675-0288	Pair of 36" handrails located just behind driver and officer front door one each side.	1
1675-0360-036-18	Sign plate smooth 20" x 40" mounted on cab roof located centered above rear cab doors. Color: FNA 4006 E-ONE WHITE.	1
1675-0361	Notch rear wall of cab 4" deep for SCBA back seat so to protrude beyond back wall. Match height, width, and location as applicable with seat manufacture and its location. Shall include 3/16" aluminum plate boxed cover that will match exterior rear wall option. Accommodate both outboard seating areas only.	1
HVAC		
1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and Cyclone with severe duty dash)	1
1515-0102	Air conditioning with roof top mounted condenser. Includes reduced profile evaporator w/powder coated cover and electronic controls.	1
1685-0057	Heaters cab rear with covers (PR), and front heater with heat to the feet for the driver and officer.	1
SEATS		
1510-0004	Seats, Bostrom brand.	1
1510-0007	Seat cover material vinyl.	1
1510-0008	Seat color gray.	1
1510-0123-130	Fold down seat with Bostrom SCBA back located driver's side outboard.	1
1510-0123-132	Fold down seat with Bostrom SCBA back located officer's side outboard.	1
1510-0123-134	Fold down seat with Bostrom SCBA back located centered.	1
1510-0124	Officer seat fixed Bostrom with SCBA back and integral seat belt.	1
1510-0203-147	Bracket SCBA IHMI SmartDock Gen2 restraint system. Location: officer's seat.	1

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Salescode	Extended Description	Qty
SEATS		
1510-0203-150	Bracket SCBA IHMI SmartDock Gen2 restraint system. Location: outboard driver's side rear wall.	1
1510-0203-153	Bracket SCBA IHMI SmartDock Gen2 restraint system. Location: outboard officer's side rear wall.	1
1510-0203-513	Bracket SCBA IHMI SmartDock Gen2 restraint system. Location: center rear wall.	1
1510-0211	Driver seat to be Bostrom air ride with integral seat belt. 400 Series	1
1685-0032	Seating capacity tag of five occupants.	1
MEDICAL CABINETS		
1535-0766	There shall be a transverse width shelf above the rear engine cover. Shelf to be approximately 23.75" high x transverse width x 22" deep with a cargo net. It shall have a 1" lip around the perimeter and be permanently fixed. Cargo netting to enclose the opening above each wheel well riser and center area. Finish to match cab interior.	1
MAP BOXES		
1540-0013	All map boxes in the cab to be painted Zolotone gray.	1
1540-0051	Map box suspended with drop-down doors. 34"W x 9.50"H x 12"D	1
MISC INTERIOR CAB OPTIONS		
1685-0005	Lexan sun visors, driver and officer's side overhead	1
1685-0008	Control lanyard Y type for air horns.	1
1685-0068	Rear engine cover diamond plate trim.	1
1685-0112	Integrated Roll Sensor (IRS) for RollTek air bag system.	1
1685-0113	Integrated roll sensor slave module for RollTek air bag system.	1
1685-0115	Integrated Belt Pretensioner (IBP) for RollTek air bag system.	5
1685-0119	3/16" Aluminum plate on top engine cover forward of access door. To have swirl finish and be sanded up approx. 1/2".	1
1685-0187	Severe duty engine cover, molded polyurethane.	1
1685-0291	4Front air bag system with steering wheel bag, driver knee bag and officer knee bag. Requires RollTek option.	1
1685-0327	ABS Dash package. Includes ABS center dash, officer side dash and "A" post covers. Lower lock panels are aluminum painted to match cab interior.	1
1685-0365	Air ride seat pull down (S4) for RollTek air bag system.	1
1685-0365	Air ride seat pull down (S4) for RollTek air bag system.	1
1685-0366	Side Rollover Airbag (SRA) for RollTek air bag system.	2

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Salescode	Extended Description	Qty
MISC INTERIOR CAB OPTIONS		
1685-0446	Severe duty overhead console. Includes driver, center and officer overhead ahead of air conditioning plenum. Center overhead includes siren mounting locations. Overhead to match cab interior.	1
1685-0531	Reduced profile rear engine cover for increased legroom.	1
1685-0587	Foot support located at officers kick plate where feet would rest while seated.	1
1685-0614-144	Cup holder (EA). Polyurethane construction. Location: ship boots.	5
1685-0664	Foot rest below rear facing seat riser (PR).	1
1685-0669	Severe duty dash package with low profile center section. Cast alum construction. Includes smooth plate alum lower lock panels; all painted to match cab interior.	1
1685-0689	Fold down computer tray bolted to a location specified by the customer.	1
1685-0692	Cab insulation package. Includes insulation for ceiling, front wall, rear wall, side walls, below seat risers and in doors.	1
1685-0699	Inclinometer gage.	1
1685-0891	Cab interior padding to be gray.	1
CAB ELECTRICAL OPTIONS		
1750-0021	Battery charger Kusumai model 1200, 40 amp.	1
1750-0024-179-04	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a yellow cover.	1
1750-0046-195	Cab Headlights. Position: lower.	1
1750-0071-585	Mount customer supplied antenna on cab roof. Location: driver side forward with coaxial cable terminating at the center of the dash board.	1
1750-0071-587	Mount customer supplied antenna on cab roof. Location: officer side forward with coaxial cable terminating at the center of the dash board.	1
1750-0072-593	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: officer side dash.	1
1750-0076	Metric display main cab gauge cluster.	1
1750-0158	Dome Lts Weldon Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1
1750-0166	ATC override switch.	1
1750-0198-A31	Battery charger to be located behind driver's seat.	1
1750-0199-762	Air compressor to be located behind officer's seat.	1
1750-0215-172	Turn signal Whelen M6 LED arrow amber pair located upper headlight bezel	1
1750-0283	JW Speaker LED cab headlights.	1

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Salescode	Extended Description	Qty
CAB ELECTRICAL OPTIONS		
1750-0412	Krusbaum deluxe digital battery display Model D91-194-INO-WT-RD in place of standard. Mount adjacent to the shoreline receptacle.	1
1750-0449	Momentary DPF regeneration override switch.	1
1750-0461	4-Front steering wheel shall not have switch pods.	1
1750-0482	Control push-button switch officer switch panel for Q2B siren.	1
1750-0483	Control push-button switch on officer's switch panel for Q2B siren brake.	1
1750-0566	Aerial PTO hourmeter in cab.	1
1750-0764	Daytime Running Light Techniq LED strip (PR) with polished alum housing located between quad headlight bezels (New Typhoon and 100" wide Cyclone only).	1
1750-0768	Techniq D07 LED cab door step area lighting. Includes (2) lights at each door area. Lights to be switched with door ajar.	1
1750-0794	Control push-button switch on driver's side overhead for Q2B siren.	1
BODY SPEC		
3090-0043	Body Specs - SideStacker 4 jack aerial with single axle. Includes left rear staircase with pocket style drop down step.	1
BODY COMPT REAR		
3110-0360	Rear of body to have un-painted smooth plate overlay style body panels to facilitate rear body striping.	1
AERIAL BODY OPTIONS		
3310-0071	Boxed out rear ladder tunnel doors. Vertically hinged smooth plate. Doors and exterior surfaces of extension to match rear body finish.	1
3310-0096	Doors for rear master and jack control controls. Doors will match rear body finish.	1
3310-0180	Enclosed pump panels. Upper door opening stepped up to allow crosslays to be accessed from inside compartment. Includes hinged diamond plate crosslay cover.	1
3310-0188	Pan shallow for generator. Locate at front of open storage area.	1
3310-0162	Jack leg opening covers diamond plate (4) sets. Includes diamond plate outrigger covers and fixed diamond plate filler panels. HM100/110 requires surface mount warning lights.	1
3310-0354	Auxiliary jack pad 24X24 (4) with 20 degree formed handle. Includes (2) double mounting brackets.	1
3310-0513	Fuel fill hinged door and fixed panel below door each side to rear of rear axle to be diamond plate.	1

Salescode	Extended Description	Qty
AERIAL BODY OPTIONS		
3310-0522	Compartments officer side single axle HR100 SideStacker. Includes half side compartment ahead of wheel well, combined rear compartment, extra deep full length standard hosebed with angled tailboard below the hosebed and raised rear perimeter aft of rear jack legs for improved angle of departure. 65" high body (for 38.25" turntable height). Requires front tank module. Note: Can also be used with LTH/HM100 ladders with 40.25" TT height.	1
3310-0523	Compartments driver side single axle HR100 SideStacker. Includes rescue style extended height compartments ahead of wheel well, combined rear compartment, rear corner style staircase w/corner access steps to allow 45 degree angle access to turntable and raised rear perimeter aft of rear jack legs for improved angle of departure. 65" high body (for 38.25" turntable height). Requires front tank module. Note: Can also be used with LTH/HM100 ladders with 40.25" TT height.	1
3310-0537	Pike pole/Ladder storage. Holds (4) poles and (1) attic ladder with shoes. Available on single axle 100' Quint SideStacker and HR100 Tandem SideStacker. The access door to match the rear body finish.	1
3310-0687	Boom support filler panel dia pit (PR). Locate each side at front of pump module.	1
3310-0715	100' Single axle Quint front body module for use with 300 gallon tank and vertical SCK.	1
DOORS		
3300-0011-005	Door single horizontal hinged lift-up box pan configuration painted. Location(s): L3.	1
3300-0105-003	Door roll up tall (greater than 45") with satin finish Amdor. Location(s): L1.	1
3300-0105-004	Door roll up tall (greater than 45") with satin finish Amdor. Location(s): L2.	1
3300-0105-006	Door roll up tall (greater than 45") with satin finish Amdor. Location(s): L4.	1
3300-0105-015	Door roll up tall (greater than 45") with satin finish Amdor. Location(s): R1.	1
3300-0105-015	Door roll up tall (greater than 45") with satin finish Amdor. Location(s): R1.	1
3300-0105-203	Door roll up tall (greater than 45") with satin finish Amdor. Location(s): officer side pump panel.	1
3300-0105-064	Door roll up tall (greater than 45") with satin finish Amdor. Location(s): driver side pump panel.	1
3300-0141-005	Tri-Mark door latch. Location(s): L3.	1
3300-0141-016	Tri-Mark door latch. Location(s): R2.	1
3300-0141-017	Tri-Mark door latch. Location(s): R3.	1
3300-0188-003	Drop pin (E-ONE style) for a roll-up door (EA). Location(s): L1.	1

Salescode	Extended Description	Qty	
DOORS			
3300-0188-004	Drip pan (E-ONE style) for a roll-up door (EA). Location(s): L2.	1	
3300-0188-006	Drip pan (E-ONE style) for a roll-up door (EA). Location(s): L4.	1	
3300-0188-015	Drip pan (E-ONE style) for a roll-up door (EA). Location(s): R1.	1	
3300-0223	Tri-Mark latches IPO quarter turn latches. Location(s): ladder tunnel door(s).	2	
3300-0289-016	Door double vertical hinged w/rotary latches - painted . Location(s): R2 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0289-017	Door double vertical hinged w/rotary latches - painted . Location(s): R3 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate.	1	
3300-0368	Pull-down bungee type straps for full height and high side roll-up door(s) on body / pump module. For use with ROM and ANDOR doors only.	1	
SHELVES			
3370-0246	Adjustable shelf for non-transverse compartments. Location:	7	L1=2; R1=2; L2=2; L4=1 upper
3370-0247	Tracks for adjustable shelf and/or adjustable tray in a compartment. Location:	5	L1; L3; R1; L2; L4 upper
TRAYS / TOOLBOARDS			
3380-0498	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location:	4	L2; L4 rear; R2, R3 rear
3380-0566	Floor mounted aluminum SideMaster roll-out/tilt down model MT with aluminum tray. Note: May require spacer/s on floor due to locking mechanism (Use 3380-0400 to offset latch). Location(s):	1	L3
3380-0627-004	Rollout tray modification. Three side walls, both sides and back walls of tray to extend up to approximately 16"-30" tall pending application. Locate L2.	1	
3380-0627-006	Rollout tray modification. Three side walls, both sides and back walls of tray to extend up to approximately 16"-30" tall pending application. Locate L4.	1	
3380-0627-016	Rollout tray modification. Three side walls, both sides and back walls of tray to extend up to approximately 16"-30" tall pending application. Locate R2.	1	
3380-0627-017	Rollout tray modification. Three side walls, both sides and back walls of tray to extend up to approximately 16"-30" tall pending application. Locate R3.	1	
COVERS			
3305-0022-000-13	Vinyl rear cover for diamond plate hose bed cover. Color: Black.	1	
3305-0062	Hosebed cover aluminum (1) piece with recessed handles, SideStacker. Note: This option effects hose bed capacity.	1	
PUMP PANELS			

Salescode	Extended Description	Qty	
PUMP PANELS			
3134-0016	Stainless steel driver and officer side pump panels.	1	
3134-0143	Officer side pump panel to be vertical hinged on forward extrusion. Panel to be (3) pieces with upper (2) panels secured in the closed position with push button latches. Upper panel to be held open with gas shock.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
PUMP MODULE OPTIONS			
3136-0011	P-Rubber in flex joint(s) between pump module and/or body modules.	1	
3136-0050	Heat pan extensions. Includes bolt-on plates added to the front and rear of the heat pan extending up as close as possible to the chassis frame rails and other components to fill all open gaps, further enclosing the pump module for increased heat retention.	1	
3136-0064	Heat pan. The lower area of the pump compartment to have a four (4) sided heat pan with two (2) removable (side to side) bottoms. Bottoms to be secured in the closed position with butterfly latches.	1	
3136-0450	One (1) Red Dot R-3540 heater is to be mounted in the pump area. Locate as low as possible.	1	
WATER TANK			
4010-0195	300 gallon "T" water tank. UPF Poly III blue fill tower.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0325	3" Tank to pump w/ Akron electric valve and 4" plumbing. Requires valve controller option.	1	
LADDER STORAGE / RACKS			
3365-0037-ZFP	Center mounted ladder tunnel. Ladder rack to hold: (2)35' L200-A, 24' 900 A, 16' 875-A, 10' 585-A and pike pole storage.	1	
HANDRAILS / STEPS			
3330-0002-050	Slide-out platform, rollerless. Includes chrome grab handle centered on the front face of the platform (includes hand rail as applicable). Located below driver side pump panel.	1	
3330-0435	Step pocket flip down (EA). Step(s) to be a pull out style designed to stow in corner tailboard in aerial body. Locate: corner tailboard below hosebed.	1	
MISC BODY OPTIONS			

Salescode	Extended Description	Qty
MISC BODY OPTIONS		
3340-0015	Diamond plate single side wheel well. Includes bolt-on composite wheel well liners and aluminum trim fenderettes.	1
3340-0035	Divider Long. To run full length of hose bed (front to rear).	3
3340-0036	Body compartment interiors to have a swirled finish. Includes inner pan of hinged doors and floors (if smooth plate) and tool compartments (as applicable). Does not include floors if they are diamond plate.	1
3340-0093	Mud flaps, rear, black with E-CNE logo.	1
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1
3340-0270	The painted aerial body side panels shall be smooth / flush. Applies to SideStacker HS side, panels next to water tank on MM, and upper body sides on RLP or RLX.	1
3340-0282-X73	Cab tilt switch and manual jack to be located: right side forward jack leg compartment low behind door in access panel (tilt sw behind door).	1
3340-0386-000-13	Mateflex brand Black floor matting covering all applicable compartment floors, shelves, and roll-out trays.	1
3340-0689	Insulation to protect compartment from exhaust system heat. Locate behind R1 well.	1
3340-1314	Extend wheel well liners close to frame, to include splash shields (deflect road splash downward) to mitigate road splash grime to inner body.	1
3340-1632	Diamond plate corner guard for the rear compartment face forward of staircase(s). Guard to wrap around the corner. SideStacker or NPNT w/ side staircase aerial bodies only.	1
3340-1648	Anodized aluminum trim on bottom edge of all body compartment openings including pump enclosure if applicable with painted edges.	1
3340-1719	Rubrails constructed of 3" x 2" Black U.H.M.W. polyethylene bolted to the lower exterior edge of the apparatus. Includes pump module sides, body sides and rear body/tailboard as applicable. Rubrails shall be mitered 45 degrees at leading and trailing end and notched for lighting and other rubrail mounted options.	1
3340-1799	**OBSOLETE** (Use sale code 3340-2023) Underbody splash guard behind rear axle rigidly mounted to body.	1
3340-1801	Stokes basket mounting brackets top of body officer side over RP thru RZ (if applicable) for storage of a Ferno Canada Spartan Split-Apart Titanium Model #TRAI1-0127TI Stokes basket.	1
SCBA BOTTLE STORAGE		
3320-0020	SCBA Bottle Storage. (4) Fire Shopp SCBA single bottle storage with hinged doors with push button latches. (2) officer side and (2) driver side in wheel well area.	1

Salescode	Extended Description	Qty
SCBA BOTTLE STORAGE		
3320-0100	Strap, loop style to retain SCBA bottle(s). Locate one per bottle in each exterior body storage compartment.	1
PUMPS		
4005-0089	RATING 6000 LPM	1
4005-0232	Waterous S100C20 1250-2000 GPM single stage pump with R gearbox. Requires primer option.	1
PUMP OPTIONS		
4015-0041-202	Valve Monarch Electric - Waterous. With Waterous intake relief Location: driver side pump panel.	1
4015-0041-203	Valve Monarch Electric - Waterous. With Waterous intake relief Location: officer side pump panel.	1
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1
4015-0130-737	Additional Trident Primer Valve, Location: officer side before master intake valve. Requires aux air tank if connected to front or rear intake.	1
4015-0130-738	Additional Trident Primer Valve, Location: driver side before master intake valve. Requires aux air tank if connected to front or rear intake.	1
4015-0144	Manual remote operated master pump drain. The master drain control shall be clearly marked and placed in accessible location below running board on driver side or L1 compartment.	1
4015-0234	Control for engine cooler. Includes Innovative Controls 1/4 turn valve with "T" handle and label. Requires engine cooler option.	1
4015-0242	Trident primer W/3 barrel push button control. For use with 1250 GPM and larger pumps. Requires 15.6 CFM or larger engine air compressor.	1
DISCHARGES AND PRECONNECTS		
4415-1209-581	2.5" Panel discharge w/ Akron electric valve and cap. Requires valve controller option. Location: left side discharge 1.	1
4415-1219-583	4" Panel discharge w/ Akron electric valve and cap. Requires valve controller option. Location: right side discharge 1.	1
4415-1224	4" waterway discharge w/ Akron electric valve. Requires valve controller option.	1
DISCHARGE OPTIONS		
4417-0051	Thread Type: All 1.5" discharges to be NPSH threads. All 2.5" inlets and discharges to be CSA (Ontario) threads as an integral part of the valve.	1
4417-0142	Electric valve actuators shall be positioned so that all manual overrides are directly accessible or through a hole in the pump panel, pump access door or	1

Salescode	Extended Description	Qty
DISCHARGE OPTIONS		
	panel over the pump.	
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	5
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1
4417-0252	Additional electric controller for waterway discharge. Location: turntable.	1
4417-0313-1PC	Akron 9333 Navigator Pro 2 electric valve controller with full color LCD display. Locate on pump operator panel to control tank to pump.	1
4417-0313-230	Akron 9333 Navigator Pro 2 electric valve controller with full color LCD display. Locate on pump operator panel to control officer rear.	2
4417-0313-359	Akron 9333 Navigator Pro 2 electric valve controller with full color LCD display. Locate on pump operator panel to control waterway discharge.	1
4417-0313-581	Akron 9333 Navigator Pro 2 electric valve controller with full color LCD display. Locate on pump operator panel to control left side discharge 1.	1
4417-0313-583	Akron 9333 Navigator Pro 2 electric valve controller with full color LCD display. Locate on pump operator panel to control right side discharge 1.	1
PRESSURE GOVERNORS		
4465-0017	FRC Pumpless pressure governor PBA400 series. Includes engine monitor pipes.	1
GAUGES		
4435-0298-000-03	Class 1 LED backlit 4.5" Pressure Gauge (30-0-400 psi/100-0-2800 KPA). Color: Blue.	2
4435-0313-323	FRC TankVision/WLA300-A00/FRC Maxvision water tank level gauge package. Location of FRC Maxvision tank level lights: each side of cab rear of front doors up high.	1
4435-0359-000-03	2.5" Pressure Gauge Dual Read (0-400 PSI/0-2700KPA) Class 1 LED Backlit. Color: Blue.	5
ELECTRICAL SYSTEMS		
5010-0039	V-MUX Electrical system for aeriels.	1
5010-0049	Vehicle data recorder 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1
5010-0052-649	Vista IV touch screen display for V-MUX electrical system. Location: driver's side engine cover.	1
5010-0094	Nenaprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1

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Salescode	Extended Description	Qty
ELECTRICAL SYSTEMS		
5010-0102	AXIS Smart Truck Technology. Includes roof mounted antenna and 5 year data plan. For use only with E-ONE chassis in Canada.	1
LIGHT BARS		
5300-0299	Light bar Whelen 4580 Series 20" LED (model 45820). Location: Centered front of cab below windshield.	1
5300-0506-000-4V	Front light bar LED color: Red/White with clear lenses (if applicable, includes side facing when colors are the same.)	1
5300-0515	Whelen MIKEZ7 1.5" standard mount for mini front light bars (4).	1
5300-0518	Whelen MIKEZ7 1.5" standard mount for mini side facing light bars (4).	1
5300-0609-000-4T	Side light bar LED color: Red with clear lenses.	1
5300-0692-035	Light bar Whelen Mini-Freedom IV model F4RB 23" with 5 Rota-beams and 2 LED module (PR). Location: front cab corners at 20 degree angle.	1
5300-0692-038	Light bar Whelen Mini-Freedom IV model F4RB 23" with 5 Rota-beams and 2 LED module (PR). Location: rear cab corners.	1
WARNING LIGHT PACKAGES		
5550-0295-535	Whelen M6 Super LED lower level warning light package. Includes (6) red M6RC LED light heads, (2) red 6RBRC Rota-Beam LED and (2) red M2RC LED light heads with clear lenses. Locate side facing lights: at forward most position, centered in rear wheel well, and side facing at rear of body in rubrail if equipped.	1
WARNING LIGHTS		
5600-0286-464	Warning light Whelen M6RC series Super LED (PR) red with clear lens. Location: (1) each side of cab down low just ahead of rear doors.	1
5600-0350-170	Hazard (door ajar) light Whelen Vertex red LED model VTX609R w/chrome bezel. Location: center overhead.	1
5600-0385-268-R4	Whelen Super LED ROTA-BEAM beacon (PR) model R316 Series Red LED with clear lens domes. Location: each side of pump module offset to the rear.	1
5600-0385-479-4T	Whelen Super LED ROTA-BEAM beacon (PR) model R316 Series Red with clear lens domes. Location: rear upper body on aerial style brackets.	1
5600-0423-463	Warning light Whelen Rota-beam series model 6RBRC Super LED (PR) red with clear lenses. Location: (1) each side in front quad inboard of NFPA warning light.	1
5600-0468-457	Warning/ground light Whelen M6V2RC series Linear Super LED (PR) red with clear lenses. Location: (1) each side of body rear facing up high.	1
DIRECTIONAL LIGHT BARS		
5310-0020-170	Directional light bar control is to be located center overhead.	1

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9/28/2021

Salescode	Extended Description	Qty
DIRECTIONAL LIGHT BARS		
S310-0064	Whelen Traffic Advisor Model TAM63 LED - 24" long.	1
SIRENS		
S500-0010-210	Federal Q28 siren - flush mounted in bumper. Location: center front bumper. Requires activation switch.	1
S500-0015	Whelen model 29551.SA1 siren with microphone (replaced 2951HFSA1).	1
S500-0024-046	The primary electronic siren control is to be located center overhead console offset to driver side.	1
SPEAKERS		
S510-0054-209	Whelen SA315P electronic siren speaker mounted behind front bumper cut-out with an E-ONE grille. Location: driver side front bumper.	1
DOT LIGHTING		
S150-0017	License plate light LED with chrome housing located at the rear of the body.	1
S150-0026	Marker light Truck-Lite LED body/cab package. E-ONE custom cab with aerial ladder, Mid-Mount platform or Bronto bodies only.	1
S150-0032	Bracket license plate at rear of body. Tread plate bracket.	1
S150-0068	Marker lights Britax LED amber/red rubber housed mounted on the rear body corners angled down.	1
S150-0102	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 light housing and weatherproof connectors.	1
LIGHTS - COMPARTMENT, STEP & GROUND		
S380-0116	Ground light package Amdor Luma-Bar H2O LED - large.	1
S380-0145	Compartment light package Amdor Luma-Bar LED for large bodies. Includes two lights per compartment (four if transverse).	1
S380-0236-003	Additional LumaBar H2O LED ground light (EA). Location: Below L1.	1
S380-0236-004	Additional LumaBar H2O LED ground light (EA). Location: Below L2.	1
S380-0236-006	Additional LumaBar H2O LED ground light (EA). Location: Below L4.	1
S380-0236-013	Additional LumaBar H2O LED ground light (EA). Location: Below R1.	1
S380-0236-016	Additional LumaBar H2O LED ground light (EA). Location: Below R2.	1
S380-0236-017	Additional LumaBar H2O LED ground light (EA). Location: Below R3.	1
S380-0285	Step light package body Techlog T440 4" LED - small.	1
S380-0325	FCN LED ladder tunnel light (EA).	2

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Salescode	Extended Description	Qty
LIGHTS - DECK AND SCENE		
S398-0230	Hose bed light FireTech model WL3000 LED with white housing. Locate center front of hose bed. Switched with work light switch in cab.	1
LIGHTS - NON-WARNING		
S400-0185	LED pump compartment light (EA).	1
S400-0224	Engine compartment light Optonica LED Series JLL22 (EA).	1
CONTROLS / SWITCHES		
1750-0034-33P	Switch, additional 12 volt/15 amp. Location and function: at aerial turntable control console for warning lights on side of platform/top as applicable. Switch to be interlocked with aerial master.	1
S100-0001-1G7	Switch circuit three way. Includes (1) additional switch. An additional switch required for more than two locations. Location: driver's side overhead console for front cab brow lights.	1
S100-0001-34W	Switch circuit three way. Includes (1) additional switch. An additional switch required for more than two locations. Location: driver's side overhead console for driver's side cab/body LED 12v scene/flood light(s).	1
S100-0001-34P	Switch circuit three way. Includes (1) additional switch. An additional switch required for more than two locations. Location: driver's side overhead console for officer's side cab/body LED 12v scene/flood light(s).	1
S100-0008-108	Foot switch to control Q28 located driver's side.	1
S100-0036-0G9	Additional programming instructions: ground lights to activate through park brake. Switch (if present) is to turn off lights when brake is set.	1
S100-0036-11A	Additional programming instructions: electric siren wired through park brake.	1
S100-0036-1N1	Additional programming instructions: side facing V series (or CZ series as applicable) scene lights wired through turn signals and ground light circuit.	1
S100-0036-29J	Additional programming instructions: electric siren wired through master warning.	1
S100-0036-210X	Additional programming instructions: Q28 wired through master warning switch and park brake.	1
S100-0036-30W	Additional programming instructions: ground lights wired through reverse IATS.	1
S100-0036-3Q2	Additional programming instructions: pump compartment heater to automatically activate 10 seconds after engine running.	1
S100-0036-3VS	Additional programming instructions: additional forward facing warning lights to be interlocked with park brake. Only to come on in response mode.	1
S100-0165	Audible door ajar alarm wired through door ajar light. For use with multiplex display(s) only.	1

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9/28/2021

Salescode	Extended Description	Qty
CAMERAS / INTERCOM		
5350-0060	Diamond plate camera shield.	1
5350-0156	FRC ACT 2-way aerial intercom.	1
5350-0188	Federal Signal (Sony) back-up camera wire through multiplex display. Video displays automatically when transmission is in reverse.	1
5350-0271	Federal Signal (Sony) officer's side camera. Camera to be located on front cab corner (approx 31" bottom of camera to bottom of cab) interlocked with right turn signal. Camera only - does not include monitor.	1
5350-0382	David Clark Intercom model 3800 system. Includes five (5) plug in modules and headset hangers within the cab. Headsets are not included and ordered separately (misc loose equip). Interface cables are not included as part of the intercom package. Dealer/customer to provide/install at time of radio installation.	1

MISC ELECTRICAL		
5110-0017	Back-up alarm 97 dB.	1
5110-0219-762	Blue Sea 12V power distribution module model 5032. Location: behind officer's seat.	1
5110-0219 V72	Blue Sea 12V power distribution module model 5032. Location: center back wall of cab (down low).	1

LIGHTS - AREA		
5450-0204-457	Light Whelen Micro Pioneer Plus model MPBW with bail mount. Includes switch in cab accessible to driver (side facing lights switched separately). Location: (1) each side of body rear facing up high.	2
5450-0325-2RB	Light Whelen Pioneer model PCPSM2C 12V flood light with chrome surface mount. Includes switch in cab accessible to driver (driver and officer side facing lights switched separately). Location: above R2 as high as possible.	1
5450-0612-491	Light Whelen 12V Pioneer Plus Flood/spot model PCH2 with brow mount (EA) powder coated white. Includes switch in cab (driver and officer side facing lights switched separately). Location(s): driver and officer side over canopy area.	2
5450-0627-961	Light Whelen 12V Pioneer Plus Flood/spot LED model PCH2P powder coated white with PBAPEDD pedestal mount. Includes switch in cab (driver and officer side facing lights switched separately). Location(s): above forward area of L3.	1
5450-0702-437	Light Whelen 12V Pioneer Plus model PCH1 with brow mount (EA) powder coated white. Includes switch in cab (driver and officer side facing lights switched separately). Location(s): driver and officer side front cab brow.	2

AERIAL MODEL		
6100-0133	Ladder HR100 with 750 lb tip load, -6 degree travel, waterway to tip, fabricated SideStacker style turntable deck, left side console with cover, turntable mansaver	1

Salescode	Extended Description	Qty
AERIAL MODEL		
	bars, split steps at tip and jack leg flood lights. 11' jack spread for use with single axle Quint only (85' horiz reach). Requires AACs.	
AERIAL HYDRAULIC SYSTEM OPTIONS		
6150-0003-216	Gauge aerial hydraulic oil level. Electronic display to be located on pump operator's panel.	1
AERIAL CONTROLS		
6850-0089	Advanced Aerial Control System for 100/110 single axle Quint ladder. Includes monitor slow / display, cradle alignment & 3.2" display with flowmeter.	1
MONITORS		
6300-0017	Monitor painted silver from OEM.	1
6300-0157	Monitor Akron electric StreamMaster II with 5177 nozzle rated at 1000gpm for ladder. Includes Task Force Tips VUM w/2.5" single outlet with CSA threads including 2.5" x 1.5" male MPFH reducer w/cap, and tip / base controls. Requires high flow W/W relief vlv.	1
AERIAL WARNING LIGHTS		
6550-0080	Outrigger warning lights (4) LED. Whelen H6V7RC Super LED.	1
6350-0124	Whelen M4 Series Super-LED blue lights at ladder tip (PR) with clear lenses. Switched with aerial master.	1
AERIAL LIGHTING		
6560-0032	Locate spot, flood and /or quartz lights on ladder fly section as far back from tip as possible.	1
6560-0080-000-03	Ladder climbing lights Luma Bar Pathfinder LED strip for 4 section aerial (one side). Color: Blue.	1
6560-0120	Flood lights Whelen Micro Pioneer model MPBW at base (PR).	1
6560-0163-231	Light Whelen Micro Pioneer model MPPWCS low profile pedestal mount with a white housing with chrome cover. Switched at light head and base console. Location(s): left side tip.	1
6560-0163-232	Light Whelen Micro Pioneer model MPPWCS low profile pedestal mount with a white housing with chrome cover. Switched at light head and base console. Location(s): right side tip.	1
WATERWAY OPTIONS		
6350-0000	Pinned waterway - upgrade. Waterway pins to section 2 or 3 on HP75 / HP78 and to section 3 or 4 on LTH106, HM100, HR100 and CR100.	1
6350-0047-000-03	2.5" Pressure Gauge Dual Read (0-400 PSI/-0-2750KPA). Waterway Color: Blue.	1

Salescode	Extended Description	Qty
WATERWAY OPTIONS		
6350-0059	The rear waterway drain to be controlled by a cable IPOS. Locate control at rear body adjacent to waterway inlet.	1
6350-0062	Rear 3" NST waterway inlet with 4" plumbing for rear mounted aerials. Includes chrome cap.	1
6350-0063	Relief valve Hale P40 for aerial waterway IPOS. Required with tip vlv option. For use with four section aerial only.	1
MISC AERIAL ELECTRICAL		
6570-0024	Laser jock pad spotting lights (4)	1
6570-0081-3QB-16	Indicator light, Weldon 9186-2300. Color: Green. Location and function: left side tip of the aerial, facing rearward towards the operator console, switched on with aerial master.	1
6570-0081-3QC-03	Indicator light, Weldon 9186-2300. Color: Blue. Location and function: left side of the pinned waterway carrier, facing rearward towards the operator console, powered battery hot.	1
AERIAL EQUIPMENT		
6500-0011-139	Pike pole tube for 6' pole on ladder. Location: right side fly section.	1
6500-0019-138	Axe bracket mounted on aerial. For use with a 6 lb. axe only. Location: left side fly section.	1
6500-0091	Diamond plate storage box with hinged lid to outside for Cutters Edge saw. Box to be approx 36" long x 16" wide x 16" deep includes butterfly latch, gas shock hold-open and chrome grab handle. Locate right side of base section forward of sign plate.	1
6500-0172	Lifting eyes each side at ladder tip. Rating is 250 lbs ea / 500 lbs pr.	1
AERIAL LADDER BRACKETS		
6600-0004-3Q6	Lift out style roof ladder bracket. Locate outside base section for a 10' Fresno 701 on left side of base section. Available on 95RM, 110, CR100 and HM100.	1
6600-0004-086	Lift out style roof ladder bracket. Locate outside base section for a 775-A 14 on right side of base section. Available on 95RM, 110, CR100 and HM100.	1
SIGN PLATES		
6750-0002-000-18	Aerial sign plates 22 x 144 (PR). Does not include lettering. Color: FLNA 4006 E-ONE WHITE.	1
HAND TOOLS		
7600-0005	Pike Pole Fiberglass 6'	1
7600-0006	Pike Pole Fiberglass 8'	1

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Salescode	Extended Description	Qty
HAND TOOLS		
7600-0007	Pike Pole Fiberglass 10'	1
GROUND LADDERS		
7800-0003	10' folding Duo-Safety 585-A ladder.	1
7800-0008	14' roof ladder, Duo-Safety 775-A.	1
7800-0009	Duo-Safety 16' 875-A roof ladder.	1
7800-0018	Extension ladder, Duo-Safety 900-A, 24' 2-section.	1
7800-0045	Duo-Safety 1200-A 35' 2 Section Extension Ladder	2
7800-0110	10' Fresno Duo-Safety ladder, model 701 with rubber shoes.	1
MISC LOOSE EQUIPMENT		
7600-0016	Wheel chocks folding 44" NFPA compliant, pair (PR) of Zico SAC-44-E. Up to 44" diameter tires. Includes mounting brackets.	1
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1
7900-0318	David Clark wired headset. One (1) model H3432 over the head, dual ear headset (intercom ordered separately).	5
7900-0349	Ferno Canada Spartan Split-Apart Titanium Stokes Basket Model# TRA11-012771 Color: Red. Ship loose.	1
EXTERIOR PAINT		
8100-0065-000-17	Paint chassis frame rails, springs, cross-members, fire pump, drivelines, fuel and air tanks, axles, front bumper extensions with brackets and front suction piping (if applicable) shall be painted: FLNA 3225 E-ONE RED.	1
8100-0084	All applicable pump/pre-connect application modules are to have a job color finish. Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1
8100-0176-000-18	Paint E-ONE chassis cab - Sikkers paint (non-metallic color). Color: FLNA 4006 E-ONE WHITE.	1
8100-0183-000-17	Paint Body - Large - For Aerials, TJA Tankers/Wetsides, Rear Mounts and Rescues. Sikkers paint (non-metallic color). Color: FLNA 3225 E-ONE RED.	1
8100-0354	Paint BR cylinders, extension cylinders and upper turntable steelwork primary job color (does not apply to TT deck).	1
8100-0581	Painted mesh of the front cab grille with painted letter(s). Size of the letter(s) and color of mesh and letter(s) per customer specific requirements.	1

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Salescode	Extended Description	Qty
INTERIOR PAINT		
8150-0011	The interior of the cab to be painted Zolotone gray.	1
LETTERING		
8200-0113	Scotchlite Letter (Each) upto 6" tall. The exact size, color and location of the letters as specified by the customer.	176
8200-0115	Scotchlite Letter (Each) taller than 12". The exact size, color and location of the letters as specified by the customer.	15
STRIPING		
8300-0274-000-D8	Chevron "A" style 6" Reflectite V98 striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Gold/Red.	1
8300-0281-000-D8	Chevron "A" style 6" Reflectite V98 striping on outriggers. Striping to alternate in an "A" pattern when viewed from the front or rear of the truck. Colors to be Gold/Red.	1
8300-0427	Lettering and Striping package for Ottawa. See specification for details.	1
GRAPHICS		
8400-0010-1V4	Install customer logo from an existing E-ONE design (EA). Location: reference graphics layout drawing	4
8400-0017 1V4	A customer logo supplied to E-ONE in a digital format. Location: reference graphics layout drawing	8
8400-0022	Logo E-ONE (PR) on aerial lift cylinder. Logo to be black and white reflective material approx 14" long located midway along outward surface of cylinder.	1
8400-0060	Graphics drawing showing striping, lettering and logos. Requires E-ONE installed graphics.	1
8400-0060	Graphics drawing showing striping, lettering and logos. Requires E-ONE installed graphics.	1
8400-0067	E-ONE logo with grey backing on M6 series vertical tail light housing (PR).	1
WARRANTY / STANDARD & EXTENDED		
9100-0000	Standard 1 Year Warranty	1
9100-0003	Lifetime Frame Structural Warranty.	1
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1
9100-0007	20 Year Aerial Device Structural Warranty - Integrity Limited Warranty	1
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1

Salescode	Extended Description	Qty
WARRANTY / STANDARD & EXTENDED		
9100-0102	Meritor 5 year unlimited miles, parts and labor rear drive single or rear drive tandem axle warranty.	1
9100-0104	Dana 5 year unlimited miles, parts and labor front axle warranty.	1
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS		
9300-0000	Vehicle familiarization aerial (Domestic). 3 days. Use 9300-0315 for additional days.	1
9300-0009	Manuals, Operator and Service in digital format.	1
9300-0012	Pump panel approval drawings. Will be provided on purchased units prior to construction.	1
9300-0016	Approval Drawings-Standard	1
9300-0031	Dash/Console panel layout approval drawings. Will be provided on purchased units prior to construction.	1
9300-0040	As built electrical drawings.	1
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1
Dealer Supplied Equipment		

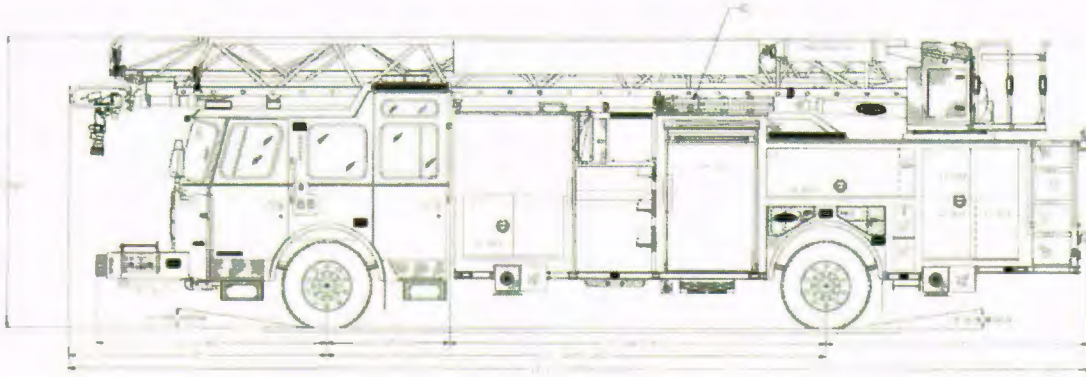
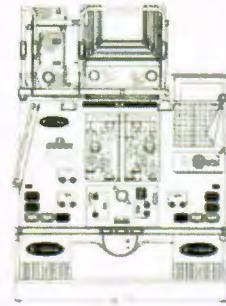


**NASSAU COUNTY FIRE RESCUE
YULEE, FL**

Model # 1500
Date of Order # 10/15/2019

1. All dimensions are in feet and inches.
2. All dimensions are to the outside of the vehicle unless otherwise noted.
3. All dimensions are to the centerline of the vehicle unless otherwise noted.

ITEM	DESCRIPTION	QUANTITY	UNIT	REMARKS
1	1500	1	TRUCK	
2	1500	1	TRUCK	
3	1500	1	TRUCK	
4	1500	1	TRUCK	
5	1500	1	TRUCK	
6	1500	1	TRUCK	
7	1500	1	TRUCK	
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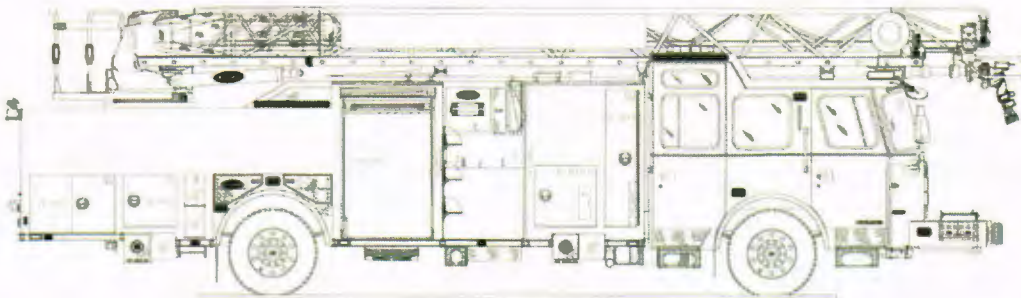
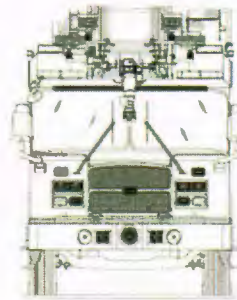
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**NASSAU COUNTY FIRE RESCUE
YULEE, FL**

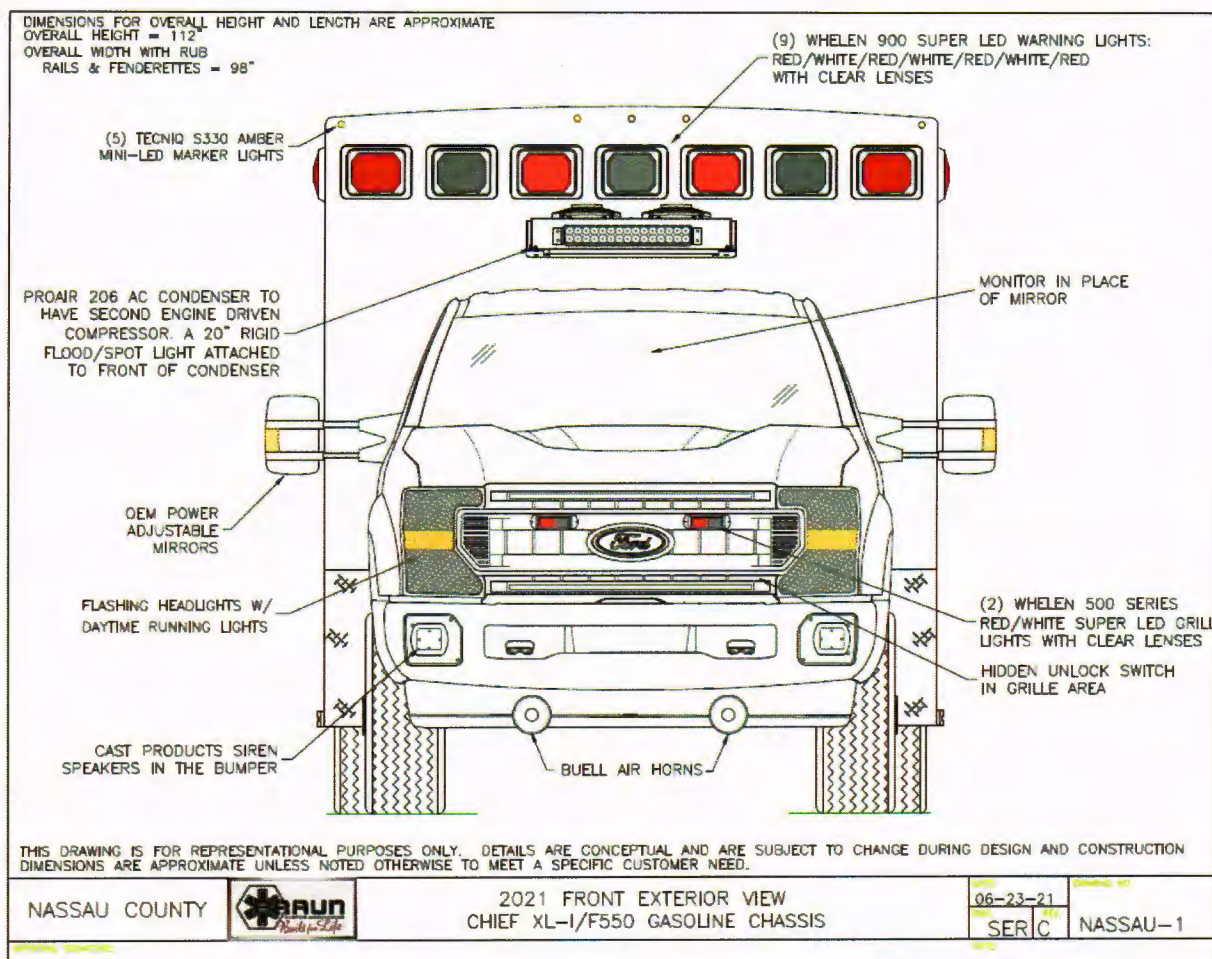
Model # 1500
Date of Order # 10/15/2019

1. All dimensions are in feet and inches.
2. All dimensions are to the outside of the vehicle unless otherwise noted.
3. All dimensions are to the centerline of the vehicle unless otherwise noted.

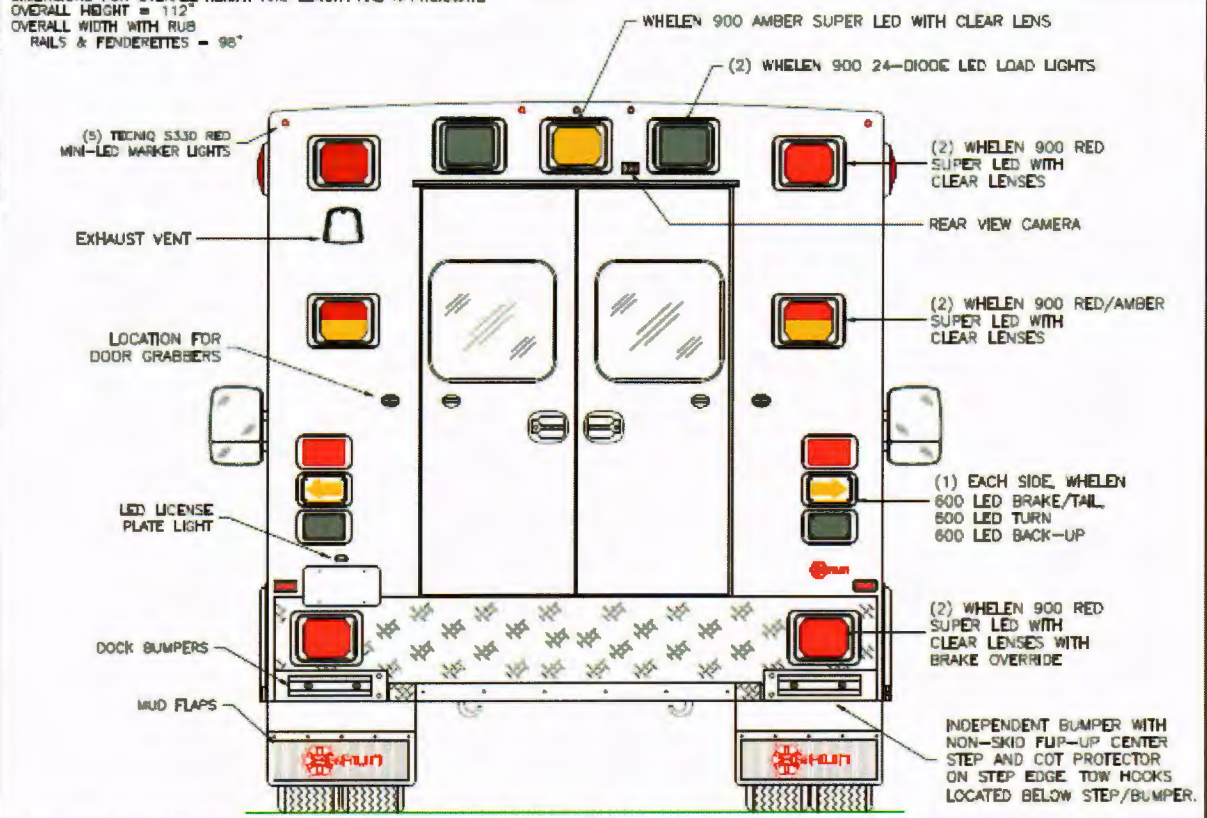


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Exhibit "D"



DIMENSIONS FOR OVERALL HEIGHT AND LENGTH ARE APPROXIMATE
 OVERALL HEIGHT = 112"
 OVERALL WIDTH WITH RUB
 RAILS & FENDERETTES = 98"



THIS DRAWING IS FOR REPRESENTATIONAL PURPOSES ONLY. DETAILS ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE DURING DESIGN AND CONSTRUCTION. DIMENSIONS ARE APPROXIMATE UNLESS NOTED OTHERWISE TO MEET A SPECIFIC CUSTOMER NEED.

NASSAU COUNTY		2021 REAR EXTERIOR VIEW		06-23-21	SER C	NASSAU-2
		CHIEF XL-1/F550 GASOLINE CHASSIS				

Exhibit “E”

(Form Bill of Sale)

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that **THREE RIVERS DEVELOPERS, LLC**, a Delaware limited liability company, (“**Seller**”), for the sum of TEN and No/100 Dollars (\$10.00) and other good and valuable consideration, paid by the Nassau County, Florida, a political subdivision of the State of Florida, (“**Purchaser**”), the receipt of which is hereby acknowledged, pursuant to that certain Fire Rescue Donation and Impact Fee Credit Agreement, dated as of October __, 2023 (“**Agreement**”) hereby grants, sells, assigns, and conveys to Purchaser, effective as of 12:00 p.m. Eastern Standard Time on _____, 202__, all of its right, title, and interest in and to all of its respective personal property, both tangible and intangible, associated with the fire station constructed by Seller pursuant to that certain Fire Rescue Donation and Impact Fee Credit Agreement, dated as of October __, 2023 (the “**Assets**”), which includes, but is not limited to, the following:

All buildings, facilities, fixtures, equipment, utilities, and other property installations owned by Seller and constructed or installed on that certain property owned by Purchaser, which is described in **Exhibit “A”** attached hereto, together with all existing and assignable third-party warranties, manuals, and ownership documents that relate to completed or in progress construction, including but not limited to, those facilities as identified in the as-built drawings attached as **Exhibit “B”** hereto, as incorporated herein by reference, and all claims of Seller against third parties, whether choate or inchoate, known or unknown, contingent or non-contingent, relating to the Assets.

1.

Seller represents and warrants that it is providing all of its ownership interest in and to the above-referenced property and has removed or provided for the removal of all liens, security interests, or encumbrances.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY)

WITNESS:

THREE RIVERS DEVELOPERS, LLC, a
Delaware limited liability company

Print Name: _____

Address: _____

By: _____

Gregg F. Kern, Vice President

Print Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of *(check one)* physical presence or online notarization, this ____ day of _____, 202_ by Gregg F. Kern, as Vice President of Three Rivers Developers, LLC, a Delaware limited liability company, on behalf of the company. He *(check one)* is personally known to me, or has produced a valid driver's license as identification.

Notary Public, State of Florida

Name: _____

My Commission Expires _____

My Commission Number is: _____

(Notary Stamp)

EXHIBIT "A"

PROPERTY

A PORTION OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR THE POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF LOT 1, TIMBERLAND ESTATES, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 6, PAGES 195 AND 196 OF THE OFFICIAL RECORDS OF SAID COUNTY, THE SAME BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD (AN 80-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 08° 11' 00" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 35.00 FEET; THEN NORTH 81° 49' 00" EAST, 559.22 FEET; THENCE SOUTH 11° 12' 49" EAST, 276.35 FEET TO THE NORTH LINE OF TMBER CREEK PLANTATION PHASE ONE, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 6, PAGES 394 THROUGH 398 OF THE OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 75° 49' 53" WEST, ALONG SAID NORTH LINE, 113.65 FEET TO NORTHWEST CORNER OF LOT 18 SAID TIMBER CREEK PLANTATION PHASE ONE; THENCE NORTH 44° 55' 14" WEST, 318.31 FEET; THENCE SOUTH 77° 02' 18" WEST, 27.35 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED LOT 1, TIMBERLAND ESTATES; THENCE SOUTH 81° 49' 00" WEST, ALONG THE NORTHERLY BOUNDARY OF SAID LOT 1, 243.14 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 1.60 ACRES, MORE OR LESS.

EXHIBIT "B"
FIRE STATION AS-BUILT DRAWINGS

Exhibit “F”

Temporary Easement Agreement

Prepared by, Record and Return to:
Emily G. Pierce, Esquire
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207

TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT (this “Agreement”) is made this day of _____, 2023 (the “Effective Date”), by and among the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA** (the “County” or “Grantor”), **THREE RIVERS DEVELOPERS, LLC**, a Delaware limited liability company (“Three Rivers”) and **THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the Nassau County, Florida (“CDD”) (Three Rivers and the CDD are sometimes referred to individually herein as “Grantee” and collectively herein as “Grantees”).

WHEREAS, Grantor is the owner of certain real property located in Nassau County, Florida, which is described in Exhibit “A” attached hereto (the “Property”) and which was conveyed to the County pursuant to that certain deed recorded in Official Records Book 1284, page 337, of the public records of Nassau County, Florida; and

WHEREAS, the County adopted Resolution 2006-126, as amended, establishing the Tributary Development of Regional Impact (the “Tributary DRI”); and

WHEREAS, Special Condition 27(a) of the Tributary DRI, obligates Three Rivers, as the successor to Three Rivers Timber, LLC, to construct a three bay fire station on the Property, as more specifically set forth in that certain Fire Rescue Donation and Impact Fee Credit Agreement, dated as of _____, 2023, (the “Work”); and

WHEREAS, the CDD may complete portions of or all the Work on behalf of Three Rivers;
and

WHEREAS, subject to the terms and conditions hereof, Grantor agrees to grant Grantees a temporary easement to enter upon the Property to conduct the Work in accordance with the Fire Rescue Donation and Impact Fee Credit Agreement.

NOW, THEREFORE, in consideration of foregoing recitals, mutual promises, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor and Grantees hereby agree to the following:

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Grant of Easement.** Grantor hereby grants Grantees, together with their successors, assigns, employees, agents, representatives, invitees, guests, designees, agents and contractors (collectively “Grantees Parties”) a temporary easement for ingress and egress over the Property to conduct the Work on the Property in accordance with the Fire Rescue Donation and Impact Fee Credit Agreement (the “Easement”). Grantor acknowledges that Three Rivers and/or the CDD (as applicable) will be bringing construction vehicles and equipment onto the Property pursuant to this Easement.

3. **Reservations by Grantor.** Grantor hereby reserves the right to use the Property for any use or purpose which does not obstruct Grantees from conducting the Work on the Property and may have access to the Property for such purposes.

4. **Compliance With Laws.** Each Grantee shall comply with all governmental or quasi-governmental laws, ordinances, rules, and regulations of every kind pertaining to the Work constructed by it and its occupancy of the Property, including, without limitation, any such law, ordinance, rule or regulation regarding or relating to environmental protection, pollution, sanitation or safety. Except as is required in order to complete the Work, neither Grantee will commit or suffer any waste of the Property and will not use the Property for any illegal purpose or in any such way as to constitute a public nuisance or in any way so as to violate or breach any law, rule, regulation or ordinance to which the Property is subject.

5. **Duration of Easement.** This Agreement and the Easement granted herein shall automatically terminate, without notice or any further action required of either party, and be of no further force or effect upon the completion of the construction of the Work in accordance with the Fire Rescue Donation and Impact Fee Credit Agreement. Upon such termination, no party hereto shall have any further rights, obligations or liabilities hereunder; provided, however, that the indemnification contained in Section 6 of this Agreement shall survive any termination, cancellation or expiration of this Agreement. Grantees agree that Grantees shall, upon written request by Grantor, execute and deliver to Grantor a recordable document confirming the termination of this Agreement.

6. **Covenant of Grantees; Indemnity; Limitations on Governmental Liability.** Each Grantee shall indemnify, defend and hold harmless the County, its employees, assigns and successors, from any losses, claims, liabilities, demands, damages, expenses or causes of action (including reasonable costs of investigation and attorneys’ fees) incurred or sustained or claimed to have been incurred or sustained, by any person or persons arising out of or in connection with any negligent act, error or omission, or recklessness on the part of Grantee or those under its control arising out of or incidental to the use of the Easement granted hereby. Notwithstanding the forgoing or any provision to the contrary herein, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law. For purposes of clarification, neither Grantee shall be liable for the acts of the other Grantee, and any liability and/or indemnity hereunder shall be individual and not joint and several.

7. **Default.** In the event of any default by a party under this Agreement, and upon the failure of the defaulting party to cure the breach of this Agreement within thirty (30) days following written notice thereof by the other party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the party not in default shall

be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance.

8. **Running of Benefits and Burdens: Assignment.** All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors and assigns of the parties hereto for the duration of this Agreement. Grantees may assign this Agreement, in whole or in part, without the written consent of Grantor.

9. **Recording.** This Agreement shall be recorded in the public records of Nassau County, Florida.

10. **Attorneys' Fees.** In the event a party institutes legal action under this Agreement against the other party, the prevailing party shall be entitled to its reasonable attorneys' fees and court costs for pretrial preparation, trial and appeal.

11. **Waiver.** No failure of a party to enforce any term hereof shall be deemed a waiver of said term. The rights and remedies as contained in this Agreement and as permitted by law or equity shall be cumulative.

12. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when (a) hand delivered, or (b) delivered via Federal Express, UPS or other national recognized overnight courier service, receipt required, or (c) transmitted via email or facsimile, provided a copy is sent the next business day by method (a) or (b). Notices shall be deemed delivered on the date hand delivered or on the date shown on the receipt. All notices shall be addressed as follows:

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

With a copy to: Chris Lacambra
Office of Management & Budget Director
Nassau County, Florida
96135 Nassau Place, Suite 1
Yulee, Florida 32097
clacambra@nassaucountyfl.com

And: Elizabeth Backe
Planning Director
Nassau County, Florida
96161 Nassau Place
Yulee, Florida 32097
planning@nassaucountyfl.com

And: Denise C. May
County Attorney
Nassau County, Florida

96135 Nassau Place, Suite 6
Yulee, Florida 32097
dmay@nassaucountyfl.com

Three Rivers: Graydon E. Miars
Three Rivers Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256

With a copy to: Patricia Nolan, General Counsel
GreenPointe Holdings, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
pnolan@greenpointellc.com

With a copy to: Emily G. Pierce, Esq.
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207
epierce@rtlaw.com

CDD: Craig Wrathell, District Manager
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
wrathellc@whhassociates.com

With a copy to: Wesley Haber, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, FL 32301
Wesley.Haber@kutakrock.com

13. **Jury Trial Waiver.** Each party hereby irrevocably, knowingly and voluntarily waives trial by jury in any action, proceeding or counterclaim brought by any of the parties against the other or their successors in respect to any matter arising out of or in connection with this Agreement, the Easement granted hereunder, Grantees' use or occupancy of the Property, and/or any claim for injury or damage, or any emergency or statutory remedy.

14. **Miscellaneous.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unconscionable, or unenforceable in any respect, such invalidity, illegality, unconscionability or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, unconscionable, or unenforceable provisions had never been contained herein. This Agreement shall be governed by the laws of the State of Florida and the parties hereto agree that any litigation relating to this Agreement shall be in a court located within Nassau County, Florida. This Agreement may be executed in multiple counterparts but such multiple counterparts shall constitute a single agreement.

15. **Entire Agreement.** The terms and conditions of this Agreement are the entire agreement and understanding of the parties. Each Grantee acknowledges that it has read this Agreement and understands its provisions and agrees to utilize the Property only in accordance with the terms of this Agreement. No change in the terms of this Agreement may be made unless it is in writing and signed by all parties.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor and Grantees have executed this Agreement as of the Effective Date first above written.

WITNESSES

“Grantor”

Printed Name: _____

**BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA**, a political
subdivision of the State of Florida

Printed Name: _____

By: _____
Name: _____
Its: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by _____, as _____ of Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, on behalf of the political subdivision. He (*check one*) is personally known to me, or produced valid driver’s licenses as identification.

Print Name: _____
Notary Public, State and County Aforesaid
My Commission Expires: _____
Commission Number: _____

WITNESSES

“Three Rivers”

Printed Name:_____

THREE RIVERS DEVELOPERS, LLC, a
Delaware limited liability company

Printed Name:_____

By: GreenPointe Developers, LLC, a Delaware
limited liability company, its Sole Member

By: GreenPointe Holdings, LLC, a Florida
limited liability company, its Administrative
Member

By: _____
Name: Graydon E. Miars
Title: Vice President

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this _____ day of _____, 2023, by Graydon E. Miars, as Vice President
of GreenPointe Holdings, LLC, a Florida limited liability company, the Administrative Member of
GreenPointe Developers, LLC, a Delaware limited liability company, the Sole Member of Three Rivers
Developers, LLC, a Delaware limited liability company, on behalf of the company. He (*check one*) is
personally known to me, or produced valid driver’s licenses as identification.

Print Name: _____
Notary Public, State and County Aforesaid
My Commission Expires: _____
Commission Number: _____

WITNESSES

“CDD”

Printed Name:_____

Printed Name:_____

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special-purpose government established pursuant
to Chapter 190, *Florida Statutes*

By:_____

Name:_____

Its: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this ____ day of _____, 2023, by _____, as _____
of Three Rivers Community Development District, a local unit of special-purpose government
established pursuant to Chapter 190, *Florida Statutes*, on behalf of the district. S/He (*check one*) is
personally known to me, or produced valid driver’s licenses as identification.

Print Name:_____

Notary Public, State and County Aforesaid

My Commission Expires:_____

Commission Number:_____

Exhibit "A"

A PORTION OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR THE POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF LOT 1, TIMBERLAND ESTATES, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 6, PAGES 195 AND 196 OF THE OFFICIAL RECORDS OF SAID COUNTY, THE SAME BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD (AN 80-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 08° 11' 00" WEST, ALONG SAID EASTERLY RIGHT- OF-WAY LINE, 35.00 FEET; THEN NORTH 81° 49' 00" EAST, 559.22 FEET; THENCE SOUTH 11° 12' 49" EAST, 276.35 FEET TO THE NORTH LINE OF TMBER CREEK PLANTATION PHASE ONE, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 6, PAGES 394 THROUGH 398 OF THE OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 75° 49' 53" WEST, ALONG SAID NORTH LINE, 113.65 FEET TO NORTHWEST CORNER OF LOT 18 SAID TIMBER CREEK PLANTATION PHASE ONE; THENCE NORTH 44° 55' 14" WEST, 318.31 FEET; THENCE SOUTH 77° 02' 18" WEST, 27.35 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED LOT 1, TIMBERLAND ESTATES; THENCE SOUTH 81° 49' 00" WEST, ALONG THE NORTHERLY BOUNDARY OF SAID LOT 1, 243.14 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 1.60 ACRES, MORE OR LESS.

Exhibit "G"

(Revise Voucher)

**THREE RIVERS DRI TRANSPORTATION MOBILITY FEE & IMPACT FEE
CREDIT VOUCHER**

1. Name and address of Developer/Grantor: Three Rivers Developers, LLC 7807 Baymeadows Road East, Suite 205 Jacksonville, Florida 32256	2. Name and address of Transferee/Grantee/Builder: _____ _____ _____
3. Parcel Identification Number(s): _____ _____ _____	4. Subdivision Name (if applicable): _____ Phase/Unit _____ Lot Number(s) _____

The undersigned Developer confirms that it has transferred/assigned Transportation Mobility Fee and/or Impact Fee Credit(s) to Grantee for development within the Three Rivers DRI as indicated below. Developer gives notice to Nassau County, Florida that the amount set forth below should be deducted from the Three Rivers DRI Mobility/Impact Fee account(s) of the Developer. Exhibit "A" attached is an accounting showing the current balances to date, less this allocation, for all of the Three Rivers DRI Mobility Fee/Impact Fee accounts as maintained by Developer.

5. Type of Development (check box): Residential _____ units Commercial _____ sq. ft.

6. Mobility/Impact Fee Credited (check box)	Amount to be Credited
<input checked="" type="checkbox"/> Community - Parks & Recreational Facilities Impact Fee	\$ No Fee Due
<input checked="" type="checkbox"/> Regional - Parks & Recreational Facilities Impact Fee	\$ No Fee Due
<input checked="" type="checkbox"/> Fire Rescue Impact Fee	\$ _____
<input type="checkbox"/> Transportation/Mobility Fee	\$ _____
<input type="checkbox"/> Law Enforcement Impact Fee	\$ _____
<input type="checkbox"/> Administrative Facilities Impact Fee	\$ _____
<input type="checkbox"/> Educational System (School) Impact Fee	\$ _____

DEVELOPER/GRANTOR

Signature: _____
 By: _____
 Name: _____
 Title: _____