

CS-23-259

CONTRACT TRACKING NO. CM3555

BOCC CONTRACT APPROVAL FORM

SECTION 1 - GENERAL INFORMATION

Requesting Department: Facilities Maintenance Contact Person: Idalia Gutierrez/Jeff Little
Telephone: (904) 530-6131 Email: igutierrez@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION

Name: Riverfront Associates, LLC
Address: 344 Pablo Terrace
City: Ponte Vedra Beach State: FL Zip Code: 32082
Vendor's Administrator Name: Thomas Beeckler Title: Mitigation Banker
Telephone: (904) 834-3710 Email: thomas@beeckler.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY

Authorized Signatory Name: Thomas Beeckler
Authorized Signatory Email: thomas@beeckler.com
(IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION

Contract Name: Mitigation Credit Purchase Agreement
Type: [X] New Contract [] Work Authorization [] Supplemental Agreement
Short Description of Product(s)/Service(s) Being Requested: Purchase mitigation credits to offset wetland impacts associated with the Holly Point Boat Ramp Project (CIP C0102), or any project.
(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
Procured Method: [] Quotes [] ITB [] RFP [] RFQ [] Piggyback [] Exemption [] Sole Source
[X] Single Source [] Other
Total Amount of Contract: \$16,000.00 (Estimate if necessary)
Account Number: 01075572-563701 C0102
Source of Funds: [X] County [] State [] Federal [] Other:
County Authorized Signatory: [] BOCC Chairman [X] County Manager
(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

SECTION 5 - INSURANCE

Insurance Category: [] Category L [X] Category M [] Category H [] Other:
Risk Manager Initials: [Signature]

SECTION 6 - AMENDMENT INFORMATION

Contract Tracking No: Amendment No:
Type of Amendment: [] Renewal [] Time Only Extension [] Additional Scope [] Other:
Increased Amount to Existing Contract: (if any) Total with Amended Amount:
Account Code Change From: To:

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- 1. Doug Podiak 3/1/2024
2. Chris Lacambra 3/1/2024
3. [Signature] 3/4/2024
4. Denise C May 3/5/2024

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 3/5/2024
County Manager Date

THIS MITIGATION CREDIT PURCHASE AGREEMENT (the “Agreement”) is made and entered into as of 3/5/2024 (the “Effective Date”), by and between **RIVERFRONT ASSOCIATES, LLC**, a Florida limited liability company, whose mailing address is 344 Pablo Terrace, Ponte Vedra Beach, Florida 32082 (“Seller”), and **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, a governmental entity, whose mailing address is 96135 Nassau Place, Yulee, Florida 32097 (“Buyer”). Seller and Buyer are referred to individually as a party or collectively as “Parties”.

WITNESSETH:

WHEREAS, Seller maintains an ecological restoration project named North Florida Saltwater Marsh Mitigation Bank located in Duval County, Florida (the “Mitigation Property”); and

WHEREAS, Seller owns a mitigation bank (North Florida Saltwater Marsh Mitigation Bank) with federal and state saltwater mitigation credits (“Subject Credits”) available for sale and transfer under St. Johns River Water Management District (“SJRWMD”) Permit No. 4-031-129625-6 and U.S. Army Corps of Engineers (“USACE”) Permit No. SAJ-2010-03461-VG (collectively the “Seller’s Permits”); and

WHEREAS, as part of Buyer’s environmental permitting process for the proposed development of its project, known as the Holly Point Boat Ramp (the Buyer’s “Project”), involving USACE Permit Application No. SAJ-2011-01458-TMM and the Florida Department of Environmental Protection (FDEP) Permit Application No.45-01686381-003-EI, it is anticipated that Buyer’s permits from the governmental agencies (collectively the “Buyer’s Permits”) will be conditioned upon the purchase of Subject Credits as compensatory mitigation; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase Subject Credits available from the Mitigation Property on the terms and conditions below to offset wetland impacts associated with the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Terms of Purchase and Deposit.**

- (a) **Purchase Price.** Under the terms of this Agreement, Seller hereby agrees to sell 0.02 **USACE** and 0.02 **SJRWMD** Subject Credits to Buyer, and Buyer agrees to pay for and purchase the “Subject Credits” from Seller for a purchase price (the “Purchase Price”) as identified and set forth on the “Pricing Schedule” below in Section 1(b).
- (b) **Pricing Schedule.** The Buyer agrees to pay the Seller the Purchase Price for the Subject Credits, which such Purchase Price shall be in the amount of \$16,000.00 (U.S.). The full Purchase Price shall be payable to Seller in full by Buyer, by wired

federal funds, cashier's check, or other payment methods acceptable to the Seller at Seller's discretion, upon full execution of this Agreement.

- (c) **Reservation of Subject Credits.** Following Buyer's and Seller's execution of this Agreement and payment in full, Seller will, if necessary, address a reservation letter to the USACE and SJRWMD detailing the specific Subject Credits reserved by Seller to be purchased by Buyer according to the Pricing Schedule and provide a copy to Buyer of the same (the "Reservation Letter"). Notwithstanding a Reservation Letter received by the Buyer from the Seller, the Buyer and Seller agree that in return for full payment of the Purchase Price, the Seller shall receive the amount of 0.02 **USACE** and 0.02 **SJRWMD** Subject Credits. The "Timing of Transfer" of the Subject Credits shall be specifically stated and set forth in Section 2 of the Agreement.
- (d) **Transferability of Subject Credits.** All Subject Credits purchased under this Agreement are transferrable to third parties and/or transferred to alternative Projects other than the Project identified and set forth herein with the Seller's written consent pursuant to Section 7 of the Agreement.
2. **Timing of Transfer of Subject Credits.** Upon the full execution of this Agreement and Seller's receipt of payment in full of the Purchase Price according to the Pricing Schedule, the Subject Credits shall be deemed transferred, and the Purchase Price shall be deemed fully earned. Seller shall provide to Buyer the documentation required by the FDEP, SJRWMD, and/or USACE to debit the Subject Credits from the Seller's ledgers. Buyer shall provide Buyer's Permits to Seller within five (5) days after Buyer's Permits are issued.
3. **Costs.** Each party shall bear its own fees and costs associated with the terms of this Agreement.
4. **Covenants.**
- (a) **Seller.** Seller covenants and agrees that it shall comply with all conditions and continuing requirements set forth in Seller's Permits for the Mitigation Property. Responsibility for compliance with the Seller's Permits as to mitigation on the Mitigation Property shall solely be the Seller's responsibility. Seller shall not be bound by any statement of any broker, employee, agent, federal or state regulatory authorities, or other representative or affiliate of Seller.
- (b) **Ownership of Subject Credits.** Seller has good and marketable title to and in the Subject Credits. The Subject Credits are not subject to any lien, mortgage, pledge, charge, security interest, or encumbrance that would prevent or interfere with the Buyer's acquisition of the Subject Credits (collectively "**Liens**"). At the time of delivery to Buyer of the Subject Credits under Section 2, the Buyer will receive good and marketable title to the Subject Credits free and clear of all Liens that would prevent or interfere with Buyer's acquisition of the Subject Credits.

(c) **No Contravention.** Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, including without limitation the transfer of the Subject Credits from Seller to Buyer will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Seller is subject, including without limitation applicable federal and state securities laws, or any provision of its organizational documents, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any of its assets is subject, in each case of clauses (i) and (ii) above except where any such event would not have a material adverse effect on its ability to perform its obligations hereunder. Except as otherwise provided in this Agreement, the Seller is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or any governmental agency in order for the parties hereto to consummate the transaction contemplated by this Agreement, including without limitation the transfer of the Subject Credits from Seller to Buyer.

(d) **Buyer Covenants; Representations and Warranties.**

(1) Buyer covenants and agrees to the following:

- i. The Subject Credits shall only be used in conjunction with the Project or any other governmental project of Buyer, as part of its environmental permitting process involving the SJRWMD, FDEP, and USACE that Buyer's permit from the said respective governmental agencies will be conditioned on the purchase of Subject Credits as compensatory mitigation for that governmental project.

(2) Buyer hereby makes the following representations and warranties.

- (i) Authorization, Execution, and Delivery: This Agreement has been duly authorized, executed, and delivered by all necessary action on the part of the Buyer, and constitutes the valid and binding agreement of the Buyer and is enforceable in accordance with its terms.
- (ii) In entering into this Agreement, Buyer has not been induced by, and has not relied upon, any representations, warranties, or statements, whether expressed or implied, made by the Seller or any agent, employee, or other representatives of the Seller, which are not expressly set forth herein.
- (iii) Buyer has solely determined and verified that the quantity, type, methodology, and usability of the Subject Credits meet the

regulatory requirements of Buyer's Permits before entering into this Agreement and making such purchase hereunder.

The provisions of this Section 4(d) shall survive closing and the transfer of Subject Credits to the Buyer.

5. **Remedies.**

- (a) **Buyer's Default.** In the event of any breach or threatened breach by Buyer of Section 4(d) or 7 of this Agreement, Seller would have no adequate remedy at law and could suffer substantial or irreparable damage; accordingly, Buyer agrees that, in such event, Seller shall be entitled, and notwithstanding any election by any Seller to claim damages, to obtain a temporary and/or permanent injunction to restrain any such breach or threatened breach or to obtain specific performance of any such provisions, all without prejudice to any and all other remedies which any Seller may have at law or in equity, including but not limited to Seller's remedy to terminate the Agreement and retain any and all money paid to Seller.
- (b) **Seller's Default.** In the event of Seller's default hereunder, Buyer's exclusive remedy shall be to either terminate the Agreement and receive a refund of the Deposit or pursue an action for specific performance. Notwithstanding the foregoing, Buyer shall not have the right to pursue an action for specific performance: (i) should either the SJRWMD or the USACE freeze the sale of Subject Credits; or (ii) Buyer hereby covenants not to sue Seller, to enforce compliance with the terms and conditions of SJRWMD Permit No. 4-031-129625-6 and USACE Permit No. SAJ-2010-03461-VG because the parties agree and acknowledge that the FDEP and SJRWMD and/or the USACE have exclusive jurisdiction to enforce Seller's compliance with the terms and conditions of its respective permits authorizing the Mitigation Bank.
- (c) Neither Buyer nor Seller shall have recourse to any other remedies, nor shall either party be liable for any consequential, special, punitive, and exemplary damages of any nature under this Agreement.

6. **Effect of Condemnation or Regulatory Action.**

- (a) **Condemnation.** If the Mitigation Property or any part thereof is involuntarily taken before full payment of the Purchase Price pursuant to eminent domain proceedings, or if such involuntary proceedings are commenced before full payment of the Purchase Price, and as a result, Seller determines that Seller will be unable to transfer any or all of the Subject Credits to Buyer as specified in this Agreement, then Seller may terminate this Agreement by providing written notice at any time before full payment of the Purchase Price, and Buyer's Deposit and any partial payments made by Buyer, if any, for Subject Credits not transferred to Buyer shall be refunded. If this Agreement is terminated as provided in this subsection, neither party shall have any further rights or obligations hereunder except as expressly provided herein.

- (b) **Seller Regulatory Action.** If Seller is unable to transfer the Subject Credits to Buyer as provided in this Agreement because of the action or order of any regulatory agency, regardless of whether or not Seller has contested or challenged such action or order, Seller or Buyer may terminate this Agreement by providing written notice to the other. If either party elects to terminate this Agreement as provided in this subsection, the Deposit and any payments, if any, made by Buyer for the Subject Credits not transferred to Buyer shall be refunded to Buyer, and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.
- (c) **Buyer Regulatory Action.** If before the Payment Date, Buyer is prevented by any regulatory agency from acquiring the Subject Credits from Seller as provided in this Agreement, Buyer may terminate this Agreement by providing written notice to Seller, the Deposit, if any, shall be refunded to Buyer, and neither party shall have any further rights or obligations hereunder, except as expressly provided herein. If after the Payment Date, Buyer is prevented by any regulatory agency from acquiring credits from Seller as provided in this Agreement, any payments made by Buyer, including the Deposit, if any, shall not be refundable. However, if Seller breaches covenants in Section 4(a), 4(b), or 4(c), Buyer shall be entitled to seek specific performance or a full refund of monies paid.

7. **Assignment.** Buyer shall not, without prior notice to and written consent of Seller, assign, transfer, or encumber the Subject Credits or any interest herein, whether directly or by operation of law, unless (1) it is by merger, consolidation, or other reorganization, or (2) if it is for a change in ownership interest in Buyer so as to result in a change in the current control of Buyer, or (3) it is by bona fide mortgage, pledge, hypothecation, or (4) because of a sale or change of control transaction of the Project or other governmental project of Buyer, as part of its environmental permitting process involving the SJRWMD, FDEP, and USACE that Buyer's permit from the said respective governmental agencies will be conditioned on the purchase of Subject Credits as compensatory mitigation for that governmental project (collectively a "Transfer"). Any attempted Transfer in contravention of the foregoing shall be null and void and of no force or effect. If Buyer requests Seller's consent to a Transfer, then Buyer shall provide Seller with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: name and address; reasonably satisfactory information about its business and business history; banking, financial, and other credit information; and general references sufficient to enable Seller to determine the proposed transferee's creditworthiness and character. If Seller consents to a proposed Transfer, then the proposed transferee shall deliver to Seller a written agreement whereby it expressly assumes the Buyer's obligations hereunder. Seller's consent to a Transfer shall release the Buyer from its obligations under this Agreement.

8. **Applicable Law.** The interpretation and performance of this Agreement will be governed by the laws of the State of Florida without giving effect to its conflicts of law provisions. Each party hereby agrees that any claims, demands, lawsuits, proceedings, and controversies arising from or relating to this Agreement will be brought and heard in federal or state courts of general

jurisdiction located in Duval County, Florida. Each party hereby consents to the subject matter and personal jurisdiction of such courts in respect thereof. However, such action may also be brought in any federal or state court where jurisdiction is otherwise proper. In addition, if a claim is brought by a third party and a claim for indemnification becomes necessary, such claim shall be brought in the court where the original claim by the third party was filed, and each party hereby consents to the subject matter and personal jurisdiction of such courts, provided jurisdiction is proper in the jurisdiction where the original claim was brought.

9. **Indemnification.**

- (a) **Obligations of Seller.** Seller agrees to indemnify, defend and hold harmless Buyer, its Affiliates, and its and their respective officers, directors, members, managers, employees, and agents (collectively with Buyer, the “Buyer Indemnitees”) from and against all Losses (as defined below) suffered or incurred as a result of (i) any breach or alleged breach of any representation and warranty of Seller contained in this Agreement or any certificate or other document delivered by Seller pursuant to this Agreement, or (ii) any breach or alleged breach of any covenant of Seller contained in this Agreement or any certificate or other document delivered by Seller pursuant to this Agreement. For purposes of this Section 9(a), the term “Losses” shall mean any and all claims, losses, liabilities, costs, interest, penalties, fines and amounts paid or payable or expenses incurred (including reasonable and documented out-of-pocket fees and costs for outside attorneys, accountants, consultants, and experts), damages, expenditures, judgments, awards or settlements that are imposed upon Buyer Indemnitees in connection with the transactions contemplated by this Agreement.
- (b) **Obligations of Buyer.** Buyer agrees to indemnify, defend and hold harmless Seller and its Affiliates and its and their respective officers, directors, members, managers, employees, agents (collectively with Seller, the “Seller Indemnitees”) from and against all Losses (as defined below) suffered or incurred as a result of (i) any breach of any representation and warranty of Buyer contained in this Agreement or any certificate or other document delivered by Buyer pursuant to this Agreement, or (ii) any breach of any covenant of Buyer contained in this Agreement or any certificate or other document delivered by Buyer pursuant to this Agreement. For purposes of this Section 9(b), the term “Losses” shall mean any and all claims, losses, liabilities, costs, interest, penalties, fines, and amounts paid or payable or expenses incurred (including reasonable and documented out-of-pocket fees and costs for outside attorneys, accountants, consultants, and experts), damages, expenditures, judgments, awards or settlements that are imposed upon such Seller Indemnitees in connection with the transactions contemplated by this Agreement.

10. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving notice, or its attorney, and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service, by facsimile transmission or by certified mail of the United

States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To Seller: Riverfront Associates, LLC
Attn: Thomas Beeckler
344 Pablo Terrace
Ponte Vedra Beach, Florida 32082
thomas@beeckler.com
904-834-3710

With a copy to: Dixit Law Firm
Shyamie Dixit, Esq., B.C.S.
sdixit@dixitlaw.com

To Buyer: Nassau County Board of County Commissioners
Attn: Jeffery Little
45195 Musslewhite Road
Callahan, Florida 32011
jlittle@nassaucountyfl.com

With a copy to: Nassau County Attorney's Office
Attn: Denise May, Esquire
96135 Nassau Place, Suite 6
Yulee, Florida 32097
dmay@nassaucountyfl.com

Notice shall be deemed given when received. Buyer and Seller may, from time to time, notify the other of changes with respect to whom and where notice should be sent by sending notification of such changes pursuant to this Section.

11. **Entire Agreement.** This Agreement contains the entire understanding between the parties, and the parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement and that in entering into this Agreement, neither relied upon any representation not herein contained.

12. **Amendments and Waivers.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by each and all of the parties hereto. No failure by Buyer or Seller to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of any other covenant, agreement, term or condition. Any party hereto, by written notice to the other parties, may but shall be under no obligation to waive any of its rights or any conditions to its obligations hereunder or any duty, obligation, or covenants of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach thereof.

13. **No Joint Venture, or Partnership, or Agency Relationship.** Nothing contained in this Agreement shall be deemed or construed to create a joint venture or partnership, and neither party shall be the agent of the other for any purpose. Neither party shall hold itself out as an agent, partner, or joint venturer with the other, and each party shall defend and indemnify the other against any claim of liability arising out of an asserted agency, partnership, or joint venture by the other contrary to the express provisions of this Section.
14. **Captions; Genders.** Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.
15. **Partial Invalidity.** In case any term of this Agreement shall be held to be invalid, illegal, or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term of this Agreement shall in any way be affected thereby.
16. **Counterparts.** This Agreement may be executed in any number of counterparts and delivered by facsimile and by electronic signature or PDF, any one and all of which shall constitute the agreement of the parties and shall be deemed one original instrument and will become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to the other party.
17. **Time is of the Essence.** Time is of the essence under the terms of this Agreement. If any date referenced herein falls on a Saturday, Sunday, or legal holiday, then such date shall automatically extend to the next business day. Failure to perform at the times stated in this Agreement shall constitute a default.
18. **Attorneys' Fees.** In the event of any action, suit, or other proceedings at law or in equity is brought to enforce the covenants and agreements contained in this Agreement or to obtain monetary damages for breach thereof, and such action results in an award judgment for monetary damages, or the granting of any equitable relief in favor of any party hereto, all expenses, including reasonable attorney's fees, of the successful party in such action, suit, or other proceedings shall, upon demand of such party, be paid by the other party.
19. **No Warranty.** Buyer understands and agrees that Seller has made no representation or warranty as to the appropriateness, applicability, adequacy, or suitability of the Subject Credits for Buyer's intended uses or purposes and that Buyer accepts the Subject Credits in an "as is" condition without requiring any action, expense or other thing or matter on the part of Seller to be paid or performed.
20. **Agreement Not Recordable.** Except as required by local, state, or federal law, neither this Agreement nor a memorandum thereof shall be recorded in the public records of any county.
21. **Confidentiality.** Except as required in the normal conduct of the business of the parties hereto by law or as part of Buyer's permitting process, and as may be required pursuant to Chapter 119, Florida Statutes, Buyer shall not, without the prior written approval of Seller, at any time

during the term of this Agreement or thereafter, divulge to any third party, other than its attorneys, accountants, employees and professional advisors who are bound by confidentiality, any information concerning the contents of this Agreement. Buyer shall not make any press releases or other media dissemination of information relating to the transaction contemplated by this Agreement without the prior written approval of Seller, not to be unreasonably withheld. Buyer and Seller agree that the pricing and terms of this Agreement are confidential and may not be disclosed to third parties except as provided by law or with the written permission of Buyer and Seller.

22. **Broker.** Each party represents to the other party that neither it nor any of its agents, affiliates, shareholders, or partners have dealt with any person or entity that might have a claim for sales or brokerage commission or finder's fee with respect to the transaction contemplated by this Agreement. The parties hereto agree that each party will indemnify, hold harmless and defend the other from and against any claim for any such commission or fee by any broker or similar person or entity claiming to have acted through the indemnifying party or its agents, affiliates, shareholders, or partners. The provisions of this Section 22 shall survive the closing of the sale of the Subject Credits and termination of this Agreement.

23. **Additional Credits.** The Buyer may acquire, and the Seller may sell additional credits, but the Buyer is not under any obligation to buy, and the Seller is not under any obligation to sell credits, and such sale shall occur only in the event the Buyer has needs, and the Seller has available credits to sell.

24. **Dispute Resolution.** Except for a request for an injunction or other equitable remedy, any dispute, controversy, or claim, whether contractual or non-contractual, including without limitation any federal or state statutory claim, common law or tort claim, or claim for attorney's fees, between the parties hereto arising directly or indirectly out of or connected with this Agreement and/or the parties' business relationship hereto, shall be resolved by binding arbitration conducted pursuant to the Federal Arbitration Act and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). The parties agree that before proceeding to arbitration that they will mediate their disputes in Duval County, Jacksonville, Florida, before a mutually selected mediator and share the costs equally. If the Parties cannot resolve their disputes by mediation, then the parties must select a mutually acceptable arbitrator. If the Parties cannot agree on an arbitrator, then the Parties shall jointly request that the AAA appoint an arbitrator. Any arbitration shall be conducted by an arbitrator mutually selected by the Parties. If the Parties cannot select an arbitrator, the Parties shall jointly request that the AAA appoint an arbitrator. All such disputes, controversies, or claims shall be conducted by a single arbitrator unless the Parties mutually agree that a panel of three arbitrators shall conduct the arbitration. The resolution of the dispute by the arbitrator(s) shall be final, binding, non-appealable, and fully enforceable by a court of competent jurisdiction under the Federal Arbitration Act. The arbitrator(s) may award damages to the prevailing party. The arbitration award shall be in writing and shall include a statement of the reasons for the award. The arbitration shall be held in Duval County, Jacksonville, Florida. The Parties shall initially pay equal amounts of all AAA, mediation, and arbitrator's fees and costs. The arbitrator(s) may award reasonable attorneys' fees and/or costs to the prevailing party. All arbitration proceedings shall commence no later than sixty (60) days from the date a Party first sends notice to the other Party requesting the demand for arbitration and

shall be finalized no later than sixty (60) days thereafter.

25. **Severability.** In the event that any provision of this Agreement, or the application of such provision to any of the Subject Credits, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, will not be affected and will continue to be valid and enforceable to the fullest extent permitted by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below their respective names.

SELLER:

Riverfront Associates, LLC

Thomas Beeckler

Authorized Signature

Thomas Beeckler

Printed Name

President

Title

3/4/2024

Date

BUYER:

NASSAU COUNTY, FLORIDA



Authorized Signature

Taco E. Pope, AICP

Printed Name

Designee

Title

3/5/2024

Date

Approved as to form and legality by the
Nassau County Attorney

Denise C. May

DENISE C. MAY

DATE
2/29/2024

Requisition Form
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS

96135 Nassau Place Suite 1
Yulee, FL 32097

VENDOR NAME/ADDRESS
Riverfront Associates, LLC
344 Pablo Terrace
Ponte Vedra Beach, FL 32082

DEPARTMENT
Facilities Maintenance

REQUESTED BY
Idalia Gutierrez/Jeff Little

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE	STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
	Holly Point Boat Ramp Improv	01075572-563701 C0102		Encumber Contract	CM3555
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	
1	Mitigation Credits Purchase (0.02 paired UMAM)	1.00	\$ 16,000.00	\$ 16,000.00	Single Source Justification Form attached.
	required for the Holly Point Boat Ramp Repairs			\$ 0.00	
				\$ 0.00	
	Contract Total Amount: \$16,000.00			\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	

ORIGINAL - FINANCE Shipping \$ 0.00
COPY - DEPARTMENT Total \$ 16,000.00

Department Head

I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.

Doug Podiak 3/1/2024

Office of Management and Budget (signature required if over Department Head signature authority or \$5,000, whichever is less.)

I attest that, to the best of my knowledge, funds are available for payment.

Chris Lacambra 3/1/2024

Procurement Director (signature required if over Department Head signature authority or \$5,000, whichever is less.)

I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.

Janice Helms 3/4/2024

County Manager (signature required if over Department Head signature authority or \$5,000, whichever is less.)

I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

Clerk: LPB
Date: 3/5/2024

Non-Competitive Justification Form (Exemptions / Sole Source / Single Source)

Date: February 29, 2024 Project: Holly Point Boat Ramp (C0102)
 Vendor Name: Riverfront Associates, LLC FY Cost: _____
 Address: 344 Pablo Terr, Ponte Vedra Bch, FL 32082 Total Cost: \$16,000.00
 Phone: 904-834-3710 Account: 01075572-563701 C0102
 Contact Name: Thomas Beeckler

Description of Goods and/or Services:

Mitigation credits purchase (0.02 paired UMAM) required for the Holly Point Boat Ramp Repairs, or any other project.

Source of Funds: County State Federal Other _____

Check one (1) of the following choices:

- Exempt purchase:
 - Artistic Services FS 287.057 (3)(e)1. as defined under FS 287.012
 - Communications including Internet Service and Newspaper Ads (5.2 – Nassau County Purchasing Policy)
 - Publications (5.3 – Nassau County Purchasing Policy Exemption)
 - Real Property- purchase, lease, or rental (5.4 – Nassau County Purchasing Policy)
 - Lodging and Transportation (5.5 – Nassau County Purchasing Policy)
 - Other Professional Services not defined by F.S. 287.055 (5.8 – Nassau County Purchasing Policy)

Single Source: The goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase. (Attach letter from the vendor)

Sole Source The goods or services can be legally purchased from only one source. (Attach letter from the manufacturer of product). Were alternatives evaluated? **Yes** **(If yes, explain why alternatives are unacceptable)** **No** **(If no, explain why alternatives were evaluated)**

If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination.

The wetland impacts at the project site are to tidal wetlands. The permitting agencies require that the mitigation credit has to come from a mitigation bank that has tidal marsh credits for sale. There is only one mitigation bank in this part of the state that sells such credits. The other mitigation banks only sell non-tidal wetland credits.

Department Head/Managing Agent -I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for, and follows the Nassau County Purchasing Policy.

Doug Podiale

Procurement Director -I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy.

Ranace Almon

Office of Management and Budget Director - I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.

Chris Lacambra

JP

County Manager -I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

[Signature]

CHECK REQUEST

DATE: 2/29/2024

PAYABLE TO: Riverfront Associates, LLC
344 Pablo Terrace
Ponte Vedra Beach, FL 32082
Attn: Thomas Beeckler

AMOUNT: \$16,000.00

ACCOUNT # 01075572-563701 C0102

EXPLANATION:

Purchase of mitigation credits for approved CIP projects (CM3555)

MAIL CHECK DIRECTLY: X YES
 NO

OR

FORWARD CHECK TO: _____

REQUESTED BY: Robert Companion

APPROVED: Robert Companion 3/1/2024

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. RIVERFRONT ASSOCIATES, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 344 Pablo Terrace	Requester's name and address (optional)
6 City, state, and ZIP code Ponte Vedra Beach, Florida 32082	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>								
or													
Employer identification number													
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%; text-align: center;">4</td> <td style="width: 25%; text-align: center;">7</td> <td style="width: 25%; text-align: center;">-</td> <td style="width: 25%; text-align: center;">0</td> </tr> <tr> <td style="width: 25%; text-align: center;">8</td> <td style="width: 25%; text-align: center;">8</td> <td style="width: 25%; text-align: center;">3</td> <td style="width: 25%; text-align: center;">7</td> </tr> <tr> <td style="width: 25%; text-align: center;">9</td> <td style="width: 25%; text-align: center;">3</td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>	4	7	-	0	8	8	3	7	9	3			
4	7	-	0										
8	8	3	7										
9	3												

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Thomas J. Beechle, President</i>	Date ▶ <i>9/24/2023</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Certificate Of Completion

Envelope Id: 413C74BD3B3443A0B9F1C11B7C163969	Status: Completed
Subject: CM3555 Riverfront Associates \$16,000.00 Mitigation Credit Purchase Agreement	
Source Envelope:	
Document Pages: 17	Signatures: 16
Certificate Pages: 7	Initials: 6
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Idalia Gutierrez
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	igutierrez@nassaucountyfl.com
	IP Address: 50.238.237.26


Record Tracking

Status: Original	Holder: Idalia Gutierrez	Location: DocuSign
2/29/2024 10:44:57 AM	igutierrez@nassaucountyfl.com	


Signer Events

Signer Events	Signature	Timestamp
Doug Podiak dpodiak@nassaucountyfl.com Facilities Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 2/29/2024 10:57:12 AM Viewed: 3/1/2024 8:17:23 AM Signed: 3/1/2024 8:18:18 AM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 3/1/2024 8:18:23 AM Viewed: 3/1/2024 8:19:08 AM Signed: 3/1/2024 8:20:12 AM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	







Electronic Record and Signature Disclosure:
Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 3/1/2024 8:20:16 AM Viewed: 3/1/2024 9:37:55 AM Signed: 3/1/2024 9:38:48 AM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michelle Proctor mproctor@nassaucountyfl.com Risk Manager Security Level: Email, Account Authentication (None)		Sent: 3/1/2024 9:38:50 AM Viewed: 3/1/2024 9:41:45 AM Signed: 3/1/2024 9:42:35 AM
	Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Robert Companion RCompanion@nassaucountyfl.com Deputy County Manager - County Engineer Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 76.229.217.212 Signed using mobile	<p>Sent: 3/1/2024 9:42:38 AM Viewed: 3/1/2024 10:17:26 AM Signed: 3/1/2024 10:17:55 AM</p>
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	<p>Sent: 3/1/2024 10:17:57 AM Viewed: 3/4/2024 10:29:09 AM Signed: 3/4/2024 10:29:22 AM</p>
<p>Thomas Beeckler thomas@beeckler.com President Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/4/2024 2:03:54 PM ID: 66838d7f-92d7-4472-a965-4557d013e087</p>	 Signature Adoption: Pre-selected Style Using IP Address: 73.224.195.143	<p>Sent: 3/4/2024 10:29:27 AM Viewed: 3/4/2024 2:03:54 PM Signed: 3/4/2024 2:06:34 PM</p>
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	<p>Sent: 3/4/2024 2:06:37 PM Viewed: 3/5/2024 10:42:24 AM Signed: 3/5/2024 10:44:07 AM</p>
<p>Denise C May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	<p>Sent: 3/5/2024 10:44:10 AM Viewed: 3/5/2024 1:54:19 PM Signed: 3/5/2024 1:54:29 PM</p>
<p>Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26	<p>Sent: 3/5/2024 1:54:33 PM Viewed: 3/5/2024 1:55:32 PM Signed: 3/5/2024 1:55:40 PM</p>

Signer Events	Signature	Timestamp
Clerk Finance received boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)	<i>UPB</i> Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254	Sent: 3/5/2024 1:55:44 PM Viewed: 3/5/2024 3:58:14 PM Signed: 3/5/2024 3:58:25 PM

Electronic Record and Signature Disclosure:
Accepted: 2/4/2021 9:59:11 AM
ID: 6238f06a-a4ad-4d45-a7f5-929d04629059

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/5/2024 3:58:28 PM Viewed: 3/5/2024 4:30:28 PM
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Electronic Record and Signature Disclosure:
Accepted: 1/24/2022 11:47:51 AM
ID: c578204b-138e-4b31-a24f-82d040e40d69

Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/5/2024 3:58:29 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Idalia Gutierrez igutierrez@nassaucountyfl.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/5/2024 3:58:30 PM Resent: 3/5/2024 3:58:40 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jennifer Kirkland jkirkland@nassaucountyfl.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/5/2024 3:58:31 PM
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Electronic Record and Signature Disclosure:
Accepted: 10/24/2023 9:00:03 AM
ID: 051b8b10-9ce7-49a7-bddd-e95a2069afb9

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/29/2024 10:57:12 AM
Certified Delivered	Security Checked	3/5/2024 3:58:14 PM

Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	3/5/2024 3:58:25 PM
Completed	Security Checked	3/5/2024 3:58:31 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.