

## PARK DONATION AGREEMENT

### [Western Regional Park and Boat Ramp Park – DSAP #2]

**THIS PARK DONATION AGREEMENT** (“Agreement”) is made and effective as October 16, \_\_\_\_\_, 2024, being the date last signed by the parties below (the “Effective Date”), by and between **RAYDIENT LLC d/b/a RAYDIENT PLACES + PROPERTIES LLC**, a Delaware limited liability company (“Donor”) and **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (“County”).

#### WITNESSETH:

**WHEREAS**, Donor is the fee simple owner of that certain parcel of land in Nassau County, Florida, containing 111.15 ± gross acres with 98.36 ± developable acres, as more particularly described on **Exhibit “A”** attached hereto and shown on the map attached as **Exhibit “A-1”** (the “Property”), which is part of the master planned community known as Wildlight, within the East Nassau Community Planning Area Sector Plan as established by the County Comprehensive Plan Objective FL.13, as may be amended (the “ENCPA”); and

**WHEREAS**, the Property is subject to the East Nassau Community Planning Area Detailed Specific Area Plan (DSAP) #2 Development Order, approved by the Nassau County Board of County Commissioners by Ordinance 2023-044, as may be adjusted and amended (“DSAP #2”); and

**WHEREAS**, capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in DSAP #2; and

**WHEREAS**, Development Condition #16 of DSAP #2 provides for the dedication of certain Park Lands to the County; and

**WHEREAS**, the parties desire to enter into this Agreement to provide for the conveyance from Donor to the County of the Property, which consists of (i) the Western Regional Park Land within the Pages Dairy Regional Park, and (ii) the Boat Ramp Park; and

**WHEREAS**, both the Donor and the County have a vested interest in realization of high-quality public spaces within the ENCPA and DSAP #2 and the parties commit to working jointly in good faith to complete their respective responsibilities as more particularly set forth in this Agreement; and

**WHEREAS**, the County finds it is in the best interest of the public to enter into this Agreement with Donor to establish the specific terms on which the Property will be conveyed to the County.

**NOW THEREFORE**, in consideration of the recitals above and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, it is mutually agreed as follows:

1. Recitals; DSAP #2. The above recitals are true and correct and incorporated herein by reference. The relevant terms of DSAP #2 related to the Property are incorporated herein by reference as if set forth in full herein.

2. Donation.

(a) Upon and subject to the terms of this Agreement, Donor agrees to donate and convey to the County and the County agrees to accept all Donor's rights, title, and interest to the Property. The closing of the conveyance of the Property ("Closing") shall take place via mail away delivery of closing documents, on or before October 25, 2024, which actual Closing date shall be determined by the Donor and the County Manager ("Closing Date"). The County acknowledges and agrees that this Agreement and Donor's full and complete performance of its obligation to convey and perform all of its other obligations under this Agreement shall satisfy the requirement for the Western Regional Park Land (87 developable acres) and Boat Ramp Park, including the land dedication for ten (10) public boat ramp lanes, (10 developable acres) pursuant to DSAP #2 and result in the conveyance of a total of 97 acres of developable regional/community park land to the County.

(b) The County, at its sole cost and expense, may enter the Property to conduct inspection and planning activities, including such tests, analyses, investigations, and inspections as deemed necessary by the County to evaluate the Property's engineering, architectural, and environmental properties; zoning, zoning restrictions and land use; soil, grade, and other environmental features; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, approvals, and licenses, including any wetlands permits that may be required; and all other investigations or inspections that the County deems necessary.

(1) The County shall promptly restore any portions of the Property affected by its inspections and investigations to the condition that existed immediately prior to the inspections or investigations. To the extent permitted by applicable law and without waiving its sovereign immunity, the County shall indemnify and save harmless the Donor, its agents, officers, and employees from any loss, damage or expense, including all costs and reasonable attorneys' fees, suffered by the Donor from any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any error, omission, or act of the County, its agents, servants, or employees in the performance of the inspections and investigations.

(2) Donor agrees that from the date this Agreement is executed by Donor, the County and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Donor shall deliver possession of the Property to County at Closing.

3. Park and Recreational Facilities Impact Fee Credits. The Donor shall be eligible to receive park land impact fee credits for the donation of the Property. The amount of park land impact fee credits is provided in DSAP #2 and is the fair market value of the Property or Sixty Thousand and No/100 Dollars (\$60,000) per developable acre, amounting to a total fair market

value for the Property of Five Million Nine Hundred One Thousand Six Hundred and No/100 Dollars (\$5,901,600) (the "Impact Fee Credits"). At Closing, the County shall provide Donor with a written confirmation of the Impact Fee Credits which may be utilized by the Donor and its successors and assigns within the ENCPA. This Agreement together with such written confirmation by the County shall constitute the credit agreement contemplated by DSAP #2 and Section 34-86 of the Nassau County Ordinance Code.

4. Title & Survey.

(a) Attached to this Agreement as **Exhibit "B"** are the current title insurance commitments (collectively, the "Title Commitment") issued by First American Title Insurance Company (the "Title Insurer"), covering the Property. The title policies issued for the Property at Closing shall be in an amount equal to the value determined in accordance with Section 3. The cost of the Title Commitment and title insurance policies shall be borne by Donor. The Title Commitment shall commit the Title Insurer to issue an owner's title insurance policy to the County (which shall be delivered within a reasonable time after Closing) covering the Property, reflecting title to the Property to be marketable and insurable, subject to the Permitted Encumbrances and, the standard printed exceptions contained in the title insurance policy unless otherwise addressed by the County. Donor shall execute at or prior to Closing, in favor of the Title Insurer, such affidavit or affidavits, and such other documents, acceptable to the Title Insurer as are sufficient to allow for deletion of standard exceptions from the Title Commitment other than the Permitted Encumbrances.

(1) The "Permitted Encumbrances" include the following:

i. All existing building restrictions, zoning regulations, and local laws, governing the Property and the use thereof.

ii. Items 5, 8, 14, 16, 17, 18, 22, 23, 24 and 26 of Schedule B-II of the Title Commitment No. 110338601 for the Western Park and Items 5, 8, 13, 14, 15, 16, 19, 20, 21, 22, 24, and 26 of Schedule B-II of the Title Commitment No. 110338599 for the Boat Ramp Park.

(2) Donor shall satisfy, or otherwise cause the deletion of, the County title exceptions set forth in **Exhibit "C"** prior to Closing.

(b) Attached as **Exhibit "A-1"** is a map of the boundary of the Property performed by a professional surveyor and mapper licensed by the State of Florida. Prior to Closing, Donor shall deliver to the County a survey of the Property done in accordance with the Florida Minimum Technical Standards for Land Surveys. The Survey shall include a certification for the County. The map identifies, and the survey shall identify, any easements located on the Property. Unless otherwise provided herein, any specific matters shown on the survey shall be Permitted Encumbrances except to the extent such matters materially and adversely affect the County's use of the Property.

5. Prorations. All governmental and association taxes, assessments, and charges for the year of Closing shall be paid by Donor pursuant to Florida law at or before Closing.

6. Closing Procedure and Documents. At Closing:

(a) Donor shall execute and deliver or cause to be delivered to the County a special warranty deed (“Deed”) pursuant to Development Condition 26 of DSAP #2, conveying the fee simple title to the Property including all timber and mineral rights (subject to Section 27 below), in the form and content attached hereto as **Exhibit “D”**, providing, among other things, that the Property shall be used solely for the uses as set forth in more detail in the Deed and including the easements related to the Borrow Pit as described in DSAP #2;

(b) Donor shall execute and deliver or cause to be delivered to County a sixty (60) foot wide temporary access easement to Boat Ramp Park from Crandall Road, as provided in Section 8(a) of this Agreement in the form and content attached hereto as **Exhibit “F”**;

(c) Donor shall execute and deliver to the Title Insurer an affidavit in form and substance attached hereto as **Exhibit “E”**, confirming, among other things, that there have been no changes to the conditions of title from that shown in the Title Commitment in order for the Title Company to delete the “gap” exception;

(d) Donor shall execute and deliver instruments satisfactory to the County and the Title Insurer reflecting the proper power, good standing and authorization for the conveyance of the Property from Donor to the County hereunder;

(e) Donor shall execute and deliver to the County and the Title Insurer a FIRPTA affidavit in form and substance acceptable to the County and the Title Insurer;

(f) Donor and the County shall mutually execute and deliver to each other a closing statement in customary form;

(g) Donor shall obtain an estoppel from the East Nassau Stewardship District confirming that no assessments are due and payable as of Closing; and

(g) Donor shall execute and deliver such other documents as may be required to effectuate the purpose of this Agreement;

(h) County shall execute and deliver to Donor the written confirmation of the Impact Fee Credits per Section 3 above.

7. Closing Expenses. The Donor shall pay the documentary stamp tax on the Deed and temporary access easement, the costs of the survey, its legal expenses, recording costs for the Deed, and owner’s title insurance premium and search fee. The County shall pay its legal expenses, any of its Property investigation expenses, and all of its other costs associated with this transaction. For purposes of valuing the Property for reporting and/or documentary stamps, the parties agree that the value of the of the Property shall be Sixty Thousand and No/100 Dollars (\$60,000) per

acre as set forth in DSAP #2 Development Condition 16(a). It shall be the responsibility of Donor to provide any necessary IRS forms (if any) reflecting such donation.

8. Donor's Other Obligations.

(a) In order to facilitate the planning, design, and construction of Boat Ramp Park by the County and to maintain continuous public access from the public portion of Crandall Road (or an alternative public access to the Boat Ramp Park) prior to and during the construction of Resort Road as set forth in DSAP #2 Development Conditions 7 and 16(a), Donor shall provide the County with a sixty (60) foot wide temporary access easement to Boat Ramp Park from the public portion of Crandall Road (or an alternative public access, if available), in the form and content attached hereto as **Exhibit "F"** until permanent access is provided by Resort Road and Riverbluff Road (f/k/a Wildlight Parkway), northern leg, from US 17 to Resort Road as set forth in DSAP #2 Development Condition 16(a). At or before Closing, Donor shall ensure that any physical impediments controlled by Donor (e.g., gates) preventing vehicular usage of this temporary access easement are removed.

(b) From and after Closing, Donor shall comply with or cause compliance with the other provisions of DSAP #2 regarding access and utilities to the Property.

(c) Any other development, construction or maintenance obligations related to the Property, including, without limitation, permitting and construction of boat ramp improvements and other park improvements, are the sole responsibility of the County and Donor is not responsible for funding or construction of any improvements on the Property or maintenance of the Property after Closing.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

10. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Donor and the County.

11. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

12. Assignability. Except as may be specifically provided in this Agreement (including Donor's right to assign park and recreation impact fee credits provided under Section 3 above), this Agreement may not be assigned by Donor or the County without the written consent of the other party.

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

14. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in Nassau County.

15. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Certified, Return Receipt Requested; United States Express Mail; e-mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Donor: Raydient LLC  
1 Rayonier Way  
Wildlight, Florida 32097  
Attention: Wes Hinton  
Email: [Wes.Hinton@wildlight.com](mailto:Wes.Hinton@wildlight.com)

County: Nassau County  
96135 Nassau Place, Suite 1  
Yulee, Florida 32097  
Attention: County Administrator  
Email: [tpepe@nassaucountyfl.com](mailto:tpepe@nassaucountyfl.com)

With a copy to: Planning Director  
Nassau County, Florida  
96161 Nassau Place  
Yulee, Florida 32097  
Attention: Elizabeth Backe, AICP  
Email: [ebacke@nassaucountyfl.com](mailto:ebacke@nassaucountyfl.com)

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

17. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

18. Interpretation. This Agreement has been negotiated by the parties hereto at arm's length. The parties represent and warrant to one another that each has, by counsel or otherwise, actively participated in the finalization of this Agreement, and in the event of a dispute concerning the interpretation of this Agreement, each party hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the document. Captions used in this Agreement are for convenience or reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if any provision



or the application thereof to any person, entity, or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

19. Real Estate Commission. The County and Donor represent and warrant each to the other that neither has entered into any agreement or taken any other action which would result in a real estate brokerage commission, finder's fee or other similar charge being payable on account of the Closing of the Property. Each party hereto agrees to indemnify and hold harmless the other against any commission, fee or charge and all related costs and expenses arising out of the actions of the indemnifying party.

20. Remedies.

(a) If any party to this Agreement materially defaults under the terms hereof, then the non-defaulting party shall give the defaulting party thirty (30) calendar days' notice and a right to cure such breach with that time period.

(b) Should either party fail to timely cure a default in meeting their obligations set forth herein, the other party may seek specific performance of this Agreement.

(c) Neither party shall be liable for consequential or punitive damages under this Agreement.

21. Donor Representations and Warranties. Donor hereby represents and warrants to the County as follows (and except as specifically set forth below, the County shall accept the Property in its as is, where is, with all faults conditions):

(a) Donor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business and in good standing in Florida.

(b) Donor has the authority and power, without the necessity of consent by any person, to enter into and carry out the terms of this Agreement. The persons who have or will have executed and/or delivered this Agreement, the Deed, and any and all other instruments, affidavits, certified resolutions and any other documents shall have been duly authorized to do so.

(c) Donor has not granted to any other person or other legal entity any contract right or option whatsoever to acquire the Property or any portion or portions thereof or any interest therein, except as provided herein, in the public records, or in the Title Commitment. Donor shall not transfer or encumber any interest in the Property prior to Closing.

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Donor of any provisions of any agreement or other instrument to which it is a party or to which it may be

subject although not a party, or result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Donor.

(e) Donor assumes all risk of loss or damage to the Property prior to the Closing Date and warrants that the Property shall be transferred and conveyed to the County in the same or essentially the same condition as of the date of Donor's execution of this Agreement, ordinary wear and tear excepted, and Donor shall prevent and refrain from any use of the Property for any purpose or in any manner that would diminish its market or conservation value. Donor will maintain the landscaping (if any) and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property. If the condition of the Property is materially altered by an act of God or other natural force beyond the control of Donor prior to Closing, however, the County may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement.

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

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

22. County Representations and Warranties. The County represents and warrants to Donor that the County has approved this Agreement and has the authority and power, without the necessity of consent by any person, entity or body, to enter into and carry out the terms of this Agreement and this Agreement is valid and binding on the County.

23. Survival. The terms and conditions of this Agreement shall survive Closing, provided that Donor's representations and warranties shall only survive for a period of two (2) years.

24. **WAIVER OF TRIAL BY JURY. DONOR AND THE COUNTY HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE, OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF THE RIGHT TO A TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY DONOR AND THE COUNTY. DONOR AND THE COUNTY HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. DONOR AND THE COUNTY FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE, OR AGENT OF DONOR OR THE COUNTY (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE, TO**



**DONOR OR THE COUNTY OR TO ANY AGENT OR REPRESENTATIVE OF DONOR OR THE COUNTY (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF THE RIGHT TO A JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS, AND/OR MODIFICATIONS TO THIS AGREEMENT. THIS SECTION SHALL SURVIVE CLOSING.**

25. Timber Removal. Subject to this paragraph, Donor reserves the right and title to all timber and forest products (“Timber Reservation”) on the Property that consists of the Western Regional Park Land within the Pages Dairy Regional Park (“Timber Reservation Property”). The Timber Reservation does not include the Property that consists of the Boat Ramp Park. After Closing, the County shall provide written notice to Donor of the approximate date the County intends to commence development of the Timber Reservation Property, and Donor shall have until the date that is one hundred eighty (180) days after such notice to enter the Timber Reservation Property and harvest and remove such timber and forest products on the Timber Reservation Property elected by Donor; provided, however, that Donor will leave a density of timber of not less than 75 trees per acre per standard forestry practice. The County, its agents, representatives, employees or assigns shall not have any right to direct the efforts, in any manner, of Donor pursuant to this Timber Reservation. Donor shall indemnify and hold the County harmless for any damage or injury occurring on the Property after Closing as a result of the actions of the Donor, its invitees, contractors, officers or employees in removal of any timber and forest products. Donor shall remove any logging slash or tree debris following the harvesting operations and shall be responsible for repairing any alleged damage to roads as a result of such operations but Donor will not be obligated to remove any roots/stumps or perform any grubbing or grading. Ownership of timber and forest products remaining on the Property subsequent to Donor’s right to remove timber will revert to County and, no later than 10 business days after County’s written request, Donor shall execute a quit claim deed revoking any reservation to the right and title to all timber and forest products on the Property at that time in favor of the County.

**[Signatures commence on following page]**

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

**DONOR:**

**RAYDIENT LLC d/b/a  
RAYDIENT PLACES + PROPERTIES  
LLC, a Delaware limited liability company**

By: John R. Campbell  
Name: John R. Campbell  
Title: Vice President  
Date: 10/14/2024

Chrystal C. Dietz  
Witness as to Donor  
Chrystal C. Dietz

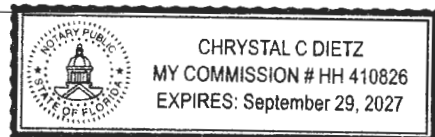
Printed Name  
Address: 1 Rayonier Way  
Wildlight, FL 32097

Jaime Northrup  
Witness as to Donor  
Jaime Northrup  
Printed Name  
Address: 1 Rayonier Way  
Wildlight, FL 32097

STATE OF Florida )  
COUNTY OF Nassau )

This instrument was acknowledged before me by means of  physical presence or  online notarization, this 14<sup>th</sup> day of Oct, 2024 by John R. Campbell as Vice President of Raydient LLC d/b/a on its behalf, who  is personally known to me or  has produced Raydient Places + Properties, LLC as identification.

By: Chrystal C. Dietz  
Notary Public, State of Florida  
Print:

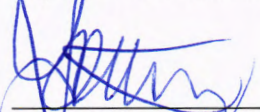


**COUNTY:**

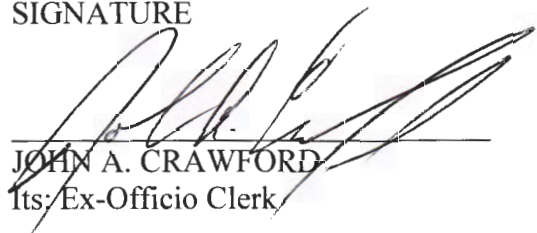
**NASSAU COUNTY, FLORIDA**

A political subdivision of the State of Florida

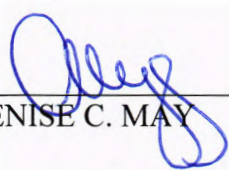
DATE: ~~OCT 16 2024~~


  
\_\_\_\_\_  
JOHN F. MARTIN, MBA  
CHAIRMAN

ATTEST AS TO THE CHAIRMAN'S  
SIGNATURE

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

  
\_\_\_\_\_  
DENISE C. MAY



**EXHIBIT "A"**  
**TO PARK DONATION AGREEMENT**

**PROPERTY**

**WESTERN PARK:**

A PORTION OF THE JOHN WINGATE GRANT, SECTION 53 AND THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50, ALL LYING IN TOWNSHIP 3 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 325, PAGE 159 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID SOUTHEAST CORNER LYING ON THE NORTH RIGHT OF WAY LINE OF JEFFERSON STREET (A 75' RIGHT OF WAY) AS SHOWN ON THE PLAT OF NORTH YULEE AS RECORDED IN PLAT BOOK 2. PAGE 26 OF SAID PUBLIC RECORDS; THENCE S89°18'57"E, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1599.27 FEET; THENCE N43°54'03"E, DEPARTING SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 331.96 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 129.01 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N06°56'31"E, 120.25 FEET TO A POINT OF TANGENCY; THENCE N30°01'00"W, A DISTANCE OF 444.41 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 966.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 79.87 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N32°23'07"W, 79.85 FEET TO A POINT OF TANGENCY; THENCE N34°45'15"W, A DISTANCE OF 159.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1034.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 92.73 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N32°11'06"W, 92.70 FEET TO A POINT OF TANGENCY; THENCE N29°36'57"W, A DISTANCE OF 232.71 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 534.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 44.58 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N27°13'27"W, 44.57 FEET TO A POINT OF TANGENCY; THENCE N24°49'57"W, A DISTANCE OF 695.29 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 466.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 383.41 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N48°24'12"W, 372.69 FEET TO A POINT OF TANGENCY; THENCE N71°58'27"W, A DISTANCE OF 122.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 166.00 FEET; THENCE WESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 94.45

FEET LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N88°16'26"W, 93.18 FEET TO A POINT OF TANGENCY; THENCE S75°25'34"W, A DISTANCE OF 76.93 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 334.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 45.32 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S79°18'49"W, 45.29 FEET TO A POINT OF TANGENCY; THENCE S83°12'03"W, A DISTANCE OF 149.06 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 434.00 FEET; THENCE WESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 341.58 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N74°15'06"W, 332.83 FEET TO A POINT OF TANGENCY; THENCE N51°42'15"W, A DISTANCE OF 88.89 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 284.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 291.53 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N22°17'47"W, 278.90 FEET TO A POINT OF TANGENCY; THENCE N07°06'40"E, A DISTANCE OF 108.71 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 266.00 FEET; THENCE NORTHERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 117.82 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N05°34'40"W, 116.86 FEET TO A POINT OF NON-TANGENCY AND THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1974, PAGE 625 OF SAID PUBLIC RECORDS; THENCE S44°27'01"W, ALONG LAST SAID SOUTHEASTERLY LINE AND THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1629, PAGE 1511 OF SAID PUBLIC RECORDS, A DISTANCE OF 1135.88 FEET TO THE MOST NORTHERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 325, PAGE 159 OF SAID PUBLIC RECORDS; THENCE S28°07'48"E, ALONG THE EAST LINE OF LAST SAID LANDS, A DISTANCE OF 2193.06 FEET TO THE POINT OF BEGINNING.

**TOGETHER WITH:**

**BOAT RAMP PARK:**

A PORTION OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, TOGETHER WITH A PORTION OF LOT 1 AND AN UN-NAMED STREET AS SHOWN ON THE PLAT OF VILLAGE OF CRANDALL, DEED BOOK 39, PAGE 364 OF THE PUBLIC RECORDS OF NASSAU COUNTY , FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF PARCEL "B" OF OFFICIAL RECORDS BOOK 2520, PAGE 502 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA WITH THE WEST RIGHT RIGHT OF WAY LINE OF CRANDALL ROAD (A 40' COUNTY MAINTAINED RIGHT OF WAY); THENCE N16°50'39"E, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 464.71 FEET; THENCE N13°33'13"E, CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 248.97 FEET;

THENCE N61°52'26"W, DEPARTING SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 520.88 FEET TO THE POINT OF BEGINNING; THENCE N50°12'04"W, A DISTANCE OF 347.02 FEET; THENCE N35°14'10"E, A DISTANCE OF 73.07 FEET; THENCE N26°55'45"E, A DISTANCE OF 132.99 FEET; THENCE N08°01'34"E, A DISTANCE OF 53.58 FEET; THENCE N44°28'47"E, A DISTANCE OF 89.73 FEET; THENCE N36°17'07"E, A DISTANCE OF 136.46 FEET; THENCE N46°57'17"E, A DISTANCE OF 118.81 FEET; THENCE N38°48'20"E, A DISTANCE OF 40.25 FEET; THENCE N67°59'31"E, A DISTANCE OF 218.22 FEET; THENCE N48°03'41"E, A DISTANCE OF 85.54 FEET; THENCE N33°52'07"E, A DISTANCE OF 61.59 FEET; THENCE N17°52'35"E, A DISTANCE OF 56.32 FEET; THENCE N07°34'21"W, A DISTANCE OF 109.54 FEET; THENCE N40°30'29"W, A DISTANCE OF 103.21 FEET; THENCE N43°33'43"E, A DISTANCE OF 69.19 FEET TO THE FACE OF A WOOD BULKHEAD AND THE WATERS OF THE ST. MARY'S RIVER; THENCE ALONG SAID FACE OF WOOD BULKHEAD AND SAID WATERS OF THE ST. MARY'S RIVER THE FOLLOWING SEVEN (7) COURSES: COURSE ONE (1): N72°05'55"E, A DISTANCE OF 6.32 FEET; COURSE TWO (2): S49°55'46"E, A DISTANCE OF 84.59 FEET; COURSE THREE (3): S51°18'47"E, A DISTANCE OF 132.90 FEET; COURSE FOUR (4): S39°44'20"E, A DISTANCE OF 104.79 FEET; COURSE FIVE (5): S32°22'56"E, A DISTANCE OF 63.04 FEET; COURSE SIX (6): S59°07'53"E, A DISTANCE OF 69.93 FEET; COURSE SEVEN (7): S60°18'01"E, A DISTANCE OF 34.94 FEET; THENCE S39°47'56"W, DEPARTING SAID FACE OF WOOD BULKHEAD AND SAID WATERS OF THE ST. MARY'S RIVER, A DISTANCE OF 1169.08 FEET TO THE POINT OF BEGINNING.



**EXHIBIT "A-1"**  
**TO PARK DONATION AGREEMENT**

**MAP SHOWING SKETCH & DESCRIPTION**



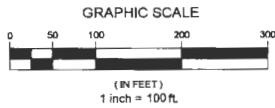
# MAP SHOWING BOUNDARY SURVEY OF

A PORTION OF SECTION 32, TOWN 53N 41E NORTH, RANGE 27E EAST, NASSAU COUNTY, FLORIDA, TOGETHER WITH A PORTION OF LOT 1 AND AN UN-NAMED STREET AS SHOWN ON THE PLAT OF VILLAGE OF CRANDALL, DEED BOOK 39, PAGE 364 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

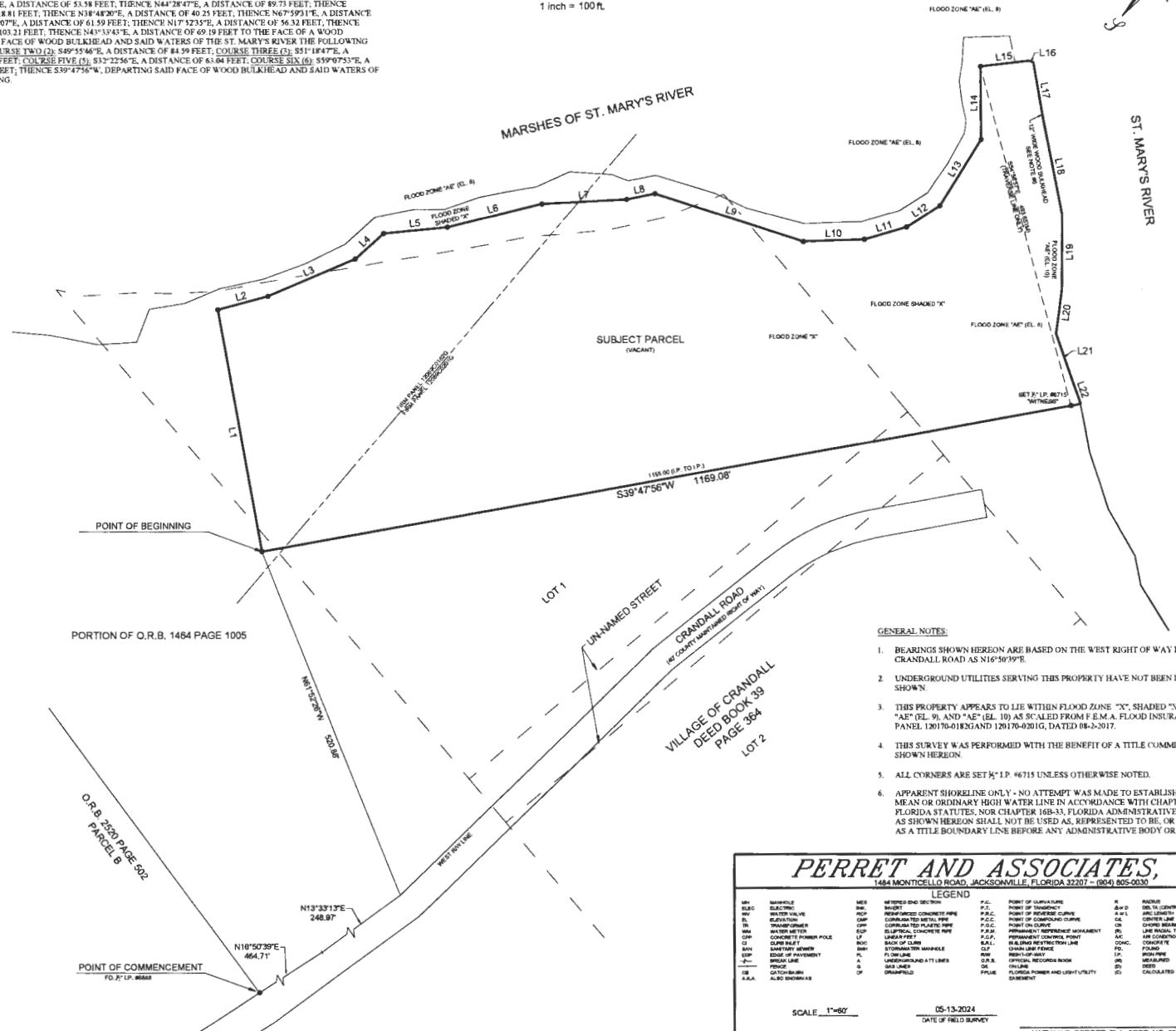
COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF PARCEL "B" OF OFFICIAL RECORDS BOOK 2530, PAGE 502 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA WITH THE WEST RIGHT RIGHT OF WAY LINE OF CRANDALL ROAD (A 40' COUNTY MAINTAINED RIGHT OF WAY); THENCE N16°59'39"E, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 464.71 FEET; THENCE S15°33'13"E, CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 248.97 FEET; THENCE S61°52'28"W, DEPARTING SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 120.88 FEET TO THE POINT OF BEGINNING; THENCE S59°17'04"W, A DISTANCE OF 247.02 FEET; THENCE N55°14'10"E, A DISTANCE OF 73.07 FEET; THENCE N26°55'45"E, A DISTANCE OF 132.99 FEET; THENCE N08°01'34"E, A DISTANCE OF 53.58 FEET; THENCE N44°28'47"E, A DISTANCE OF 89.73 FEET; THENCE N36°17'07"E, A DISTANCE OF 136.46 FEET; THENCE N46°57'17"E, A DISTANCE OF 118.81 FEET; THENCE N18°48'20"E, A DISTANCE OF 40.25 FEET; THENCE N67°59'31"E, A DISTANCE OF 218.22 FEET; THENCE S48°03'41"E, A DISTANCE OF 85.54 FEET; THENCE N33°52'07"E, A DISTANCE OF 61.59 FEET; THENCE N17°52'35"E, A DISTANCE OF 56.32 FEET; THENCE N07°34'21"W, A DISTANCE OF 109.54 FEET; THENCE N46°10'29"W, A DISTANCE OF 103.21 FEET; THENCE N43°33'43"E, A DISTANCE OF 69.19 FEET TO THE FACE OF A WOOD BULKHEAD AND THE WATERS OF THE ST. MARY'S RIVER; THENCE ALONG SAID FACE OF WOOD BULKHEAD AND SAID WATERS OF THE ST. MARY'S RIVER THE FOLLOWING SEVEN (7) COURSES: COURSE ONE (1): N72°09'55"E, A DISTANCE OF 6.15 FEET; COURSE TWO (2): S49°55'46"E, A DISTANCE OF 84.59 FEET; COURSE THREE (3): S51°18'47"E, A DISTANCE OF 112.40 FEET; COURSE FOUR (4): S59°44'30"E, A DISTANCE OF 104.79 FEET; COURSE FIVE (5): S33°22'24"E, A DISTANCE OF 61.84 FEET; COURSE SIX (6): S59°07'53"E, A DISTANCE OF 69.93 FEET; COURSE SEVEN (7): S60°18'01"E, A DISTANCE OF 34.94 FEET; THENCE S39°47'56"W, DEPARTING SAID FACE OF WOOD BULKHEAD AND SAID WATERS OF THE ST. MARY'S RIVER, A DISTANCE OF 1169.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.0 ACRES, MORE OR LESS.

CERTIFIED TO: RAYDIENT PLACES & PROPERTIES LLC  
GUNSTER, YOAKLEY, AND STEWART PA  
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS  
FIRST AMERICAN TITLE INSURANCE COMPANY



LINE TABLE			LINE TABLE		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L1	347.02	N50°12'04"W	L12	56.32	N17°52'35"E
L2	73.07	N55°14'10"E	L13	109.54	N07°34'21"W
L3	132.99	N26°55'45"E	L14	103.21	N43°33'43"W
L4	53.58	N08°01'34"E	L15	69.19	N43°33'43"E
L5	89.73	N44°28'47"E	L16	6.32	N72°05'55"E
L6	136.46	N36°17'07"E	L17	84.59	S49°55'46"E
L7	118.81	N46°57'17"E	L18	132.80	S51°18'47"E
L8	40.25	N38°48'20"E	L19	104.79	S39°47'56"E
L9	218.22	N67°59'31"E	L20	63.04	S32°22'56"E
L10	85.54	N48°03'41"E	L21	68.93	S59°07'53"E
L11	61.59	N33°52'07"E	L22	34.94	S60°18'01"E



FIRST AMERICAN TITLE INSURANCE COMPANY  
COMMITMENT EFFECTIVE DATE: MAY 31, 2024 AT 8:00 AM  
COMMITMENT NUMBER: 118348599

- RESERVATIONS AS CONTAINED IN QUIT CLAIM DEEDS RECORDED IN BOOK 538, PAGE 1218, BOOK 1695, PAGE 1033 AND BOOK 1695, PAGE 1034, AFFECTED BY RELEASE AGREEMENT RECORDED IN BOOK 2471, PAGE 1702. RESERVATIONS ALSO CONTAINED IN QUIT CLAIM DEEDS RECORDED IN BOOK 579, PAGE 415, BOOK 675, PAGE 384, BOOK 906, PAGE 1913, BOOK 1860, PAGE 1337, BOOK 1860, PAGE 1363, BOOK 1860, PAGE 1382, BOOK 1872, PAGE 927 AND SPECIAL WARRANTY DEEDS RECORDED IN BOOK 1464, PAGE 1014 AND BOOK 1872, PAGE 928 (BLANKET IN NATURE)
- LEASES AND RIGHTS AS REFERENCED IN ASSIGNMENT OF TIMBER LEASES, AGREEMENTS AND RIGHTS UNDER TIMBER DEEDS RECORDED IN BOOK 182, PAGE 821. NOTE: THIS EXCEPTION IS SUBJECT TO REVISION OR DELETION UPON RECEIPT AND REVIEW OF ALL DOCUMENTS REFERENCED WITHIN. (DOES NOT AFFECT)
- EASEMENT RECORDED IN BOOK 675, PAGE 391. (DOES NOT AFFECT)
- EASEMENT NO. 7 REFERENCED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 1464, PAGE 1014. (DOES NOT AFFECT)
- AGREEMENT RECORDED IN BOOK 1750, PAGE 809. (BLANKET IN NATURE)
- EAST NASSAU COMMUNITY PLANNING AREA PROPOSED TRANSPORTATION IMPROVEMENTS AND MOBILITY FEE AGREEMENT RECORDED JULY 10, 2013 IN BOOK 1866, PAGE 1416, AND AS AMENDED BY INSTRUMENT RECORDED JULY 25, 2015 IN BOOK 1997, PAGE 22. (BLANKET IN NATURE)
- NOTICE OF CREATION AND ESTABLISHMENT OF THE EAST NASSAU STEWARDSHIP DISTRICT AS SET OUT IN INSTRUMENT RECORDED IN BOOK 30, 2017 IN BOOK 2139, PAGE 777. VALIDATION RECORDED JULY 26, 2018 IN BOOK 2214, PAGE 289. (BLANKET IN NATURE)
- MASTER DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE EAST NASSAU STEWARDSHIP DISTRICT RECORDED MAY 7, 2019 IN BOOK 2272, PAGE 1306. SUPPLEMENTAL DISCLOSURE OF PUBLIC FINANCING RECORDED MAY 7, 2019 IN BOOK 2272, PAGE 1445 AND SECOND DISCLOSURE OF PUBLIC FINANCING RECORDED SUPPLEMENTAL RECORDED DECEMBER 2, 2021 IN BOOK 2518, PAGE 1183. (BLANKET IN NATURE)
- RESOLUTION NO. 2017-10 RECORDED IN BOOK 2099, PAGE 349. (BLANKET TO VILLAGE OF CRANDALL)

### GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE WEST RIGHT OF WAY LINE OF CRANDALL ROAD AS N16°59'39"E.
- UNDERGROUND UTILITIES SERVING THIS PROPERTY HAVE NOT BEEN LOCATED OR SHOWN.
- THIS PROPERTY APPEARS TO LIE WITHIN FLOOD ZONE "X", SHADED "X", "AE" (EL. 8), "AE" (EL. 9), AND "AE" (EL. 10) AS SCALED FROM F.E.M.A. FLOOD INSURANCE RATE MAP, PANEL 120176-01830 AND 120176-02010, DATED 08-25-2017.
- THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT AS SHOWN HEREON.
- ALL CORNERS ARE SET 1/4" I.P. 46715 UNLESS OTHERWISE NOTED.
- APPARENT SHORELINE ONLY - NO ATTEMPT WAS MADE TO ESTABLISH THE ACTUAL MEAN OR ORDINARY HIGH WATER LINE IN ACCORDANCE WITH CHAPTER 177, PART 2, FLORIDA STATUTES, NOR CHAPTER 16B-33, FLORIDA ADMINISTRATIVE CODE. THE LINE AS SHOWN HEREON SHALL NOT BE USED AS REPRESENTED TO BE, OR BE ADMISSIBLE AS A TITLE BOUNDARY LINE BEFORE ANY ADMINISTRATIVE BODY OR COURT OF LAW.

## PERRET & ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 - (904) 805-0030

LEGEND			
MA	MARSHES	ME	MEASURED END SECTION
SEC	ELECTRIC	MC	CONCRETE CURB
BL	BLANKET	CM	COMPAKED METAL PIPE
TR	TRANSFER	CC	CONCRETE CURB
WM	WATER METER	CP	CORRUGATED METAL PIPE
TR	TRANSFER	CC	CONCRETE CURB
MA	CONCRETE POWER POLE	CP	CORRUGATED METAL PIPE
CL	CLUMP	CP	CORRUGATED METAL PIPE
CM	CONCRETE CURB	CP	CORRUGATED METAL PIPE
MA	CONCRETE POWER POLE	CP	CORRUGATED METAL PIPE
CL	CLUMP	CP	CORRUGATED METAL PIPE
CM	CONCRETE CURB	CP	CORRUGATED METAL PIPE
MA	CONCRETE POWER POLE	CP	CORRUGATED METAL PIPE
CL	CLUMP	CP	CORRUGATED METAL PIPE
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MA	CONCRETE POWER POLE	CP	CORRUGATED METAL PIPE
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MA	CONCRETE POWER POLE	CP	CORRUGATED METAL PIPE
CL	CLUMP	CP	CORRUGATED METAL PIPE
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MA	CONCRETE POWER POLE	CP	CORRUGATED METAL PIPE
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CM	CONCRETE CURB	CP	CORRUGATED METAL PIPE
MA	CONCRETE POWER POLE		

**EXHIBIT "B"**  
**TO PARK DONATION AGREEMENT**

**TITLE COMMITMENT**



**Transaction Identification Data, for which the Company assumes no liability as set forth in  
Commitment Condition 5.e.:**

Issuing Agent: Gunster, Yoakley & Stewart, P.A.  
Issuing Office:  
Issuing Office's ALTA® Registry ID:  
Commitment Number: 110338601  
Issuing Office File Number: 2024-973 SOUTH PARK  
Property Address: TBD, TBD, FL  
Revision Number:

**SCHEDULE A**

1. Commitment Date: July 7, 2024 at 8:00 a.m.
2. Policy to be issued:
  - a.  ALTA® Owner's Policy  
Proposed Insured: Nassau County  
Proposed Amount of Insurance: \$5,901,600.00  
The estate or interest to be insured: See Item 3 below
  - b.  ALTA® Loan Policy  
Proposed Insured:  
Proposed Amount of Insurance: \$  
The estate or interest to be insured:
  - c.  ALTA® Loan Policy  
Proposed Insured:  
Proposed Amount of Insurance: \$  
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:  
  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
  
Raydient LLC D/B/A Raydient Places + Properties LLC, a Delaware limited liability company
5. The Land is described as follows:  
  
See Exhibit A attached hereto and made a part hereof

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**Gunster, Yoakley & Stewart, P.A.**

**By:** \_\_\_\_\_  
**Authorized Signatory**

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Form 50184612 (10-3-22)





Issuing Office File Number: 2024-973 SOUTH PARK

### **SCHEDULE B, PART I—Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a) Warranty Deed from Raydient LLC D/B/A Raydient Places + Properties LLC, a Delaware limited liability company, to Nassau County. In connection with said deed, we will further require regarding the grantor:
    - i. Production of a copy of the articles of organization and operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;
    - ii. That said deed shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;
    - iii. If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;
    - iv. Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;
    - v. Certificate from the Secretary of State (or other governmental agency designated for the filing of the Enabling Documents) of said limited liability company's domicile, showing the

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limited liability company to have been formed prior to the date of acquisition, together with proof as to the current status of said limited liability company;

vi. Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and

vii. The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

5. INTENTIONALLY DELETED

6. Furnish Company a Survey prepared by a Florida registered land surveyor; dated no more than 90 days prior to closing date of subject transaction; certified to the proposed insured(s), First American Title Insurance Company and all other parties in interest; and, meeting the Florida Standards of Practice for all land surveys. Upon receipt and review of such survey, the Company reserves the right to make such additional requirements and/or to modify the legal description set forth on Schedule A as it may deem necessary.
7. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
8. Furnish proof, satisfactory to the Company, that all special assessments imposed by the East Nassau Stewardship District have been paid in full, and that there are no delinquencies.
9. If the amount of insurance to be issued exceeds the authority of the agent under the existing Agency Agreement with the Company, the Company requires that the agent obtain specific underwriting approval from First American.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2023 taxes show **Paid**. The gross amount is \$48,245.49 for Tax Identification No. 50-3N-27-0000-0002-0010.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2023 taxes show **Paid**. The gross amount is \$1,743.51 for Tax Identification No. 50-3N-27-0000-0001-0280.

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Note: The following is for informational purposes only and is given without assurance or guarantee: 2023 taxes show **Paid**. The gross amount is \$113.01 for Tax Identification No. 50-3N-27-0000-0001-0380.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2023 taxes show **Paid**. The gross amount is \$78.07 for Tax Identification No. 50-3N-27-0000-0001-0390.

NOTE: Florida Statutes, Sections 692.201-692.205, "Conveyances to Foreign Entities" (the "Statute"), effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. Pursuant to such Statute, at the time of purchase of real property in Florida, each Buyer must provide an Affidavit that the proposed Insured is not a foreign principal from a foreign country of concern that is restricted from acquiring the Land set forth on Schedule A. In compliance with the statute, Florida Real Estate Commission adopted Rule 61J2-10.200, F.A.C., which established the approved forms for such Affidavits (one for natural persons and one for entities). These affidavits will be provided upon request. Any loss or damage incurred as a result of a violation of this Statute is excluded from coverage under the terms of a title insurance policy. Further, the Company will not knowingly close or insure a transaction that violates this Statute.

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Issuing Office File Number: 2024-973 SOUTH PARK

### SCHEDULE B, PART II—Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.
3. INTENTIONALLY DELETED.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.
7. INTENTIONALLY DELETED.
8. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the

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Form 50184612 (10-3-22)

Page 6 of 17



Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

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9. Reservations as contained in Quit Claim Deeds recorded in Book 538, Page 1218, Book 1695, Page 1033 and Book 1695, Page 1036, affected by Release Agreement recorded in Book 2471, Page 1702. Reservations also contained in Quitclaim Deeds recorded in Book 579, Page 415, Book 675, Page 384, Book 906, Page 1913, Book 1860, Page 1363, Book 2110, Page 452 and Special Warranty Deeds recorded in Book 1624, Page 1723, Book 1872, Page 920, Book 1861, Page 1530, Book 1940, Page 1942, Book 1940, Page 1946, Book 2110, Page 447 and Book 2520, Page 502.
10. INTENTIONALLY DELETED
11. INTENTIONALLY DELETED
12. INTENTIONALLY DELETED
13. INTENTIONALLY DELETED
14. Agreement recorded in Book 1750, Page 809.
15. INTENTIONALLY DELETED
16. East Nassau Community Planning Area Proposed Transportation Improvements And Mobility Fee Agreement recorded in Book 1866, Page 1416, Amended in Book 1993, Page 22.
17. Notice of Creation and Establishment of the East Nassau Stewardship District as set out in instrument recorded June 30, 2017 in Book 2130, Page 727; Validation recorded July 26, 2018 in Book 2214, page 289.
18. Master Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the East Nassau Stewardship District recorded May 7, 2019 in Book 2272, page 1300; Supplemental Disclosure of Public Financing recorded May 7, 2019 in Book 2272, page 1445 and Second Disclosure of Public Financing recorded Supplemental recorded December 2, 2021 in Book 2518, Page 1103.
19. INTENTIONALLY DELETED
20. INTENTIONALLY DELETED
21. Rights of others to any trail or haul roads crossing over any portion of captioned property.
22. Rights of others to use the waters of any water body extending from the insured land onto other lands.

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Form 50184612 (10-3-22)

Page 8 of 17





23. The nature, extent or existence of riparian rights or littoral rights is not insured.
24. Rights of the United States of America over any portion of the Land now or formerly submerged, arising by reason of the United States' control over navigable waters in the interest of navigation and commerce.
25. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
26. Survey prepared by Perret And Associates, Inc., dated May 28, 2024, under Job No. 2024-073-2, shows the following: No encroachments show.

NOTE: Recorded Notice Of Environmental Resource Permit recorded in Book 2115, Page 1950.

Searched by: Edward Pagliuso/ - - EPagliuso@firstam.com

**Note:** All of the recording information contained herein refers to the Public Records of NASSAU County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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Form 50184612 (10-3-22)

Page 9 of 17



First American Title Insurance Company  
PO Box 776123  
Chicago, IL 60677-6123  
Phn - (727)549-3200  
Fax - (866)265-4386

June 21, 2024

Re: File #110338601  
Property Address: TBD, TBD, FL

**REISSUE CREDIT NOTICE**

Issued by

*First American Title Insurance Company*

**YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.**

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

**REFINANCE TRANSACTIONS:**

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

**SALES TRANSACTIONS:**

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

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Form 50184612 (10-3-22)

Page 10 of 17



## EXHIBIT A

The Land referred to herein below is situated in the County of NASSAU, State of Florida, and is described as follows:

A PORTION OF THE JOHN WINGATE GRANT, SECTION 53 AND THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50, ALL LYING IN TOWNSHIP 3 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 325, PAGE 159 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID SOUTHEAST CORNER LYING ON THE NORTH RIGHT OF WAY LINE OF JEFFERSON STREET (A 75' RIGHT OF WAY) AS SHOWN ON THE PLAT OF NORTH YULEE AS RECORDED IN PLAT BOOK 2. PAGE 26 OF SAID PUBLIC RECORDS; THENCE S89°18'57"E, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1599.27 FEET; THENCE N43°54'03"E, DEPARTING SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 331.96 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 129.01 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N06°56'31"E, 120.25 FEET TO A POINT OF TANGENCY; THENCE N30°01'00"W, A DISTANCE OF 444.41 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 966.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 79.87 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N32°23'07"W, 79.85 FEET TO A POINT OF TANGENCY; THENCE N34°45'15"W, A DISTANCE OF 159.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1034.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 92.73 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N32°11'06"W, 92.70 FEET TO A POINT OF TANGENCY; THENCE N29°36'57"W, A DISTANCE OF 232.71 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 534.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 44.58 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N27°13'27"W, 44.57 FEET TO A POINT OF TANGENCY; THENCE N24°49'57"W, A DISTANCE OF 695.29 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 466.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 383.41 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N48°24'12"W, 372.69 FEET TO A POINT OF TANGENCY; THENCE N71°58'27"W, A DISTANCE OF 122.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 166.00 FEET; THENCE WESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 94.45 FEET LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N88°16'26"W, 93.18 FEET TO A POINT OF TANGENCY; THENCE S75°25'34"W, A DISTANCE OF 76.93 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 334.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 45.32 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S79°18'49"W, 45.29 FEET TO A POINT OF TANGENCY; THENCE S83°12'03"W, A DISTANCE OF 149.06 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 434.00 FEET; THENCE WESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 341.58 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N74°15'06"W, 332.83 FEET TO A

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POINT OF TANGENCY; THENCE N51°42'15"W, A DISTANCE OF 88.89 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 284.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 291.53 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N22°17'47"W, 278.90 FEET TO A POINT OF TANGENCY; THENCE N07°06'40"E, A DISTANCE OF 108.71 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 266.00 FEET; THENCE NORTHERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 117.82 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N05°34'40"W, 116.86 FEET TO A POINT OF NON-TANGENCY AND THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1974, PAGE 625 OF SAID PUBLIC RECORDS; THENCE S44°27'01"W, ALONG LAST SAID SOUTHEASTERLY LINE AND THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1629, PAGE 1511 OF SAID PUBLIC RECORDS, A DISTANCE OF 1135.88 FEET TO THE MOST NORTHERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 325, PAGE 159 OF SAID PUBLIC RECORDS; THENCE S28°07'48"E, ALONG THE EAST LINE OF LAST SAID LANDS, A DISTANCE OF 2193.06 FEET TO THE POINT OF BEGINNING.

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**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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Form 50184612 (10-3-22)



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;

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- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an

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- agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. ARBITRATION**  
The Policy contains an arbitration clause as follows:
- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at [www.alta.org/arbitration](http://www.alta.org/arbitration). The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at [www.adr.org](http://www.adr.org).
  - b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*
  - c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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Form 50184612 (10-3-22)



**Transaction Identification Data, for which the Company assumes no liability as set forth in  
Commitment Condition 5.e.:**

Issuing Agent: Gunster, Yoakley & Stewart, P.A.1  
Issuing Office:  
Issuing Office's ALTA® Registry ID:  
Commitment Number: 110338599  
Issuing Office File Number: 2024-974 NORTH PARK  
Property Address: TBD, TBD, FL  
Revision Number:

**SCHEDULE A**

1. Commitment Date: July 7, 2024 at 8:00 a.m.
2. Policy to be issued:
  - a.  ALTA® Owner's Policy  
Proposed Insured: Nassau County  
Proposed Amount of Insurance: \$600,000.00  
The estate or interest to be insured: See Item 3 below
  - b.  ALTA® Loan Policy  
Proposed Insured:  
Proposed Amount of Insurance: \$  
The estate or interest to be insured:
  - c.  ALTA® Loan Policy  
Proposed Insured:  
Proposed Amount of Insurance: \$  
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:  
  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
  
Raydient LLC DBA Raydient Places + Properties LLC, Rayonier
5. The Land is described as follows:  
  
See Exhibit A attached hereto and made a part hereof

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**Gunster, Yoakley & Stewart, P.A.**

**By:** \_\_\_\_\_  
**Authorized Signatory**

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Form 50184612 (10-3-22)



Issuing Office File Number: 2024-974 NORTH PARK

### **SCHEDULE B, PART I—Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a) Warranty Deed from Raydient LLC DBA Raydient Places + Properties LLC, Rayonier, to Nassau County. In connection with said deed, we will further require regarding the grantor:
    - i. Production of a copy of the articles of organization and operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;
    - ii. That said deed shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;
    - iii. If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;
    - iv. Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;
    - v. Certificate from the Secretary of State (or other governmental agency designated for the filing of the Enabling Documents) of said limited liability company's domicile, showing the limited liability company to have been formed prior to the date of acquisition, together with

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Form 50184612 (10-3-22)

Page 3 of 15



proof as to the current status of said limited liability company;

vi. Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and

vii. The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

5. INTENTIONALLY DELETED

6. Furnish Company a Survey prepared by a Florida registered land surveyor; dated no more than 90 days prior to closing date of subject transaction; certified to the proposed insured(s), First American Title Insurance Company and all other parties in interest; and, meeting the Florida Standards of Practice for all land surveys. Upon receipt and review of such survey, the Company reserves the right to make such additional requirements and/or to modify the legal description set forth on Schedule A as it may deem necessary.

7. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.

8. Furnish proof, satisfactory to the Company, that all special assessments imposed by the East Nassau Stewardship District have been paid in full, and that there are no delinquencies.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2023 taxes show **Paid**. The gross amount is \$369.62 for Tax Identification No. 32-4n-27-0000-0001-0020.

NOTE: Florida Statutes, Sections 692.201-692.205, "Conveyances to Foreign Entities" (the "Statute"), effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. Pursuant to such Statute, at the time of purchase of real property in Florida, each Buyer must provide an Affidavit that the proposed Insured is not a foreign principal from a foreign country of concern that is restricted from acquiring the Land set forth on Schedule A. In compliance with the statute, Florida Real Estate Commission adopted Rule 61J2-10.200, F.A.C., which established the approved forms for such Affidavits (one for natural persons and one for entities). These affidavits will be provided upon request. Any loss or  
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damage incurred as a result of a violation of this Statute is excluded from coverage under the terms of a title insurance policy. Further, the Company will not knowingly close or insure a transaction that violates this Statute.

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Form 50184612 (10-3-22)





Issuing Office File Number: 2024-974 NORTH PARK

### **SCHEDULE B, PART II—Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.
3. INTENTIONALLY DELETED.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.
7. INTENTIONALLY DELETED.
8. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.

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Form 50184612 (10-3-22)

Page 6 of 15



NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

9. Reservations as contained in Quit Claim Deeds recorded in Book 538, Page 1218, Book 1695, Page 1033 and Book 1695, Page 1036, affected by Release Agreement recorded in Book 2471, Page 1702. Reservations also contained in Quitclaim Deeds recorded in Book 579, Page 415, Book 675, Page 384, Book 906, Page 1913, Book 1860, Page 1337, Book 1860, Page 1363, Book 1860, Page 1382, Book 1872, Page 927 and Special Warranty Deeds recorded in Book 1464, Page 1014 and Book 1872, Page 920.
10. INTENTIONALLY DELETED
11. INTENTIONALLY DELETED
12. INTENTIONALLY DELETED
13. Agreement recorded in Book 1750, Page 809.
14. East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement recorded July 10, 2013 in Book 1866, Page 1416, and as amended by instrument recorded July 23, 2015 in Book 1993, Page 22.
15. Notice of Creation and Establishment of the East Nassau Stewardship District as set out in instrument recorded June 30, 2017 in Book 2130, Page 727; Validation recorded July 26, 2018 in Book 2214, Page 289.
16. Master Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the East Nassau Stewardship District recorded May 7, 2019 in Book 2272, page 1300; Supplemental Disclosure of Public Financing recorded May 7, 2019 in Book 2272, page 1445 and Second Disclosure of Public Financing recorded Supplemental recorded December 2, 2021 in Book 2518, Page 1103.

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17. Resolution No. 2017-10 recorded in Book 2099, Page 249.
18. Rights of others to any trail or haul roads crossing over any portion of captioned property.
19. The nature, extent or existence of riparian rights or littoral rights is not insured.
20. Rights of others to use the waters of any water body extending from the insured land onto other lands.
21. Rights of the United States of America over any portion of the Land now or formerly submerged, arising by reason of the United States' control over navigable waters in the interest of navigation and commerce.
22. Changes in the boundary of the land resulting from erosion or accretion caused by the flow of the St. Mary's river (or creek).
23. Terms and conditions of any existing unrecorded lease(s) or rental agreements, and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
24. Any right of the United States to recover against the transferee of said land or any portion thereof by reason of advances of federal funds made under 42 U.S.C. Section 291 et seq (known as the Hill-Burton Act).
25. Title to personal property is not insured.
26. Survey prepared by Perret And Associates, Inc., dated May 13, 2024, under Job No. 2024-974-2, shows the following: No encroachments shown.

Searched by: Edward Pagliuso/ - - EPagliuso@firstam.com

**Note:** All of the recording information contained herein refers to the Public Records of NASSAU County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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Form 50184612 (10-3-22)

Page 8 of 15



First American Title Insurance Company  
PO Box 776123  
Chicago, IL 60677-6123  
Phn - (727)549-3200  
Fax - (866)265-4386

July 11, 2024

Re: File #110338599  
Property Address: TBD, TBD, FL

**REISSUE CREDIT NOTICE**

Issued by

*First American Title Insurance Company*

**YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.**

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

**REFINANCE TRANSACTIONS:**

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

**SALES TRANSACTIONS:**

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

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Form 50184612 (10-3-22)

Page 9 of 15



## EXHIBIT A

The Land referred to herein below is situated in the County of NASSAU, State of Florida, and is described as follows:

A PORTION OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, TOGETHER WITH A PORTION OF LOT 1 AND AN UN-NAMED STREET AS SHOWN ON THE PLAT OF VILLAGE OF CRANDALL, DEED BOOK 39, PAGE 364 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF PARCEL "B" OF OFFICIAL RECORDS BOOK 2520, PAGE 502 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA WITH THE WEST RIGHT OF WAY LINE OF CRANDALL ROAD (A 40' COUNTY MAINTAINED RIGHT OF WAY); THENCE N16°50'39"E, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 464.71 FEET; THENCE N13°33'13"E, CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 248.97 FEET; THENCE N61°52'26"W, DEPARTING SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 520.88 FEET TO THE POINT OF BEGINNING; THENCE N50°12'04"W, A DISTANCE OF 347.02 FEET; THENCE N35°14'10"E, A DISTANCE OF 73.07 FEET; THENCE N26°55'45"E, A DISTANCE OF 132.99 FEET; THENCE N08°01'34"E, A DISTANCE OF 53.58 FEET; THENCE N44°28'47"E, A DISTANCE OF 89.73 FEET; THENCE N36°17'07"E, A DISTANCE OF 136.46 FEET; THENCE N46°57'17"E, A DISTANCE OF 118.81 FEET; THENCE N38°48'20"E, A DISTANCE OF 40.25 FEET; THENCE N67°59'31"E, A DISTANCE OF 218.22 FEET; THENCE N48°03'41"E, A DISTANCE OF 85.54 FEET; THENCE N33°52'07"E, A DISTANCE OF 61.59 FEET; THENCE N17°52'35"E, A DISTANCE OF 56.32 FEET; THENCE N07°34'21"W, A DISTANCE OF 109.54 FEET; THENCE N40°30'29"W, A DISTANCE OF 103.21 FEET; THENCE N43°33'43"E, A DISTANCE OF 69.19 FEET TO THE FACE OF A WOOD BULKHEAD AND THE WATERS OF THE ST. MARY'S RIVER; THENCE ALONG SAID FACE OF WOOD BULKHEAD AND SAID WATERS OF THE ST. MARY'S RIVER THE FOLLOWING SEVEN (7) COURSES: COURSE ONE (1): N72°05'55"E, A DISTANCE OF 6.32 FEET; COURSE TWO (2): S49°55'46"E, A DISTANCE OF 84.59 FEET; COURSE THREE (3): S51°18'47"E, A DISTANCE OF 132.90 FEET; COURSE FOUR (4): S39°44'20"E, A DISTANCE OF 104.79 FEET; COURSE FIVE (5): S32°22'56"E, A DISTANCE OF 63.04 FEET; COURSE SIX (6): S59°07'53"E, A DISTANCE OF 69.93 FEET; COURSE SEVEN (7): S60°18'01"E, A DISTANCE OF 34.94 FEET; THENCE S39°47'56"W, DEPARTING SAID FACE OF WOOD BULKHEAD AND SAID WATERS OF THE ST. MARY'S RIVER, A DISTANCE OF 1169.08 FEET TO THE POINT OF BEGINNING.

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Form 50184612 (10-3-22)

Page 10 of 15



**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;

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- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an

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- agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. ARBITRATION**  
The Policy contains an arbitration clause as follows:
- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at [www.alta.org/arbitration](http://www.alta.org/arbitration). The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at [www.adr.org](http://www.adr.org).
  - b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*
  - c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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Form 50184612 (10-3-22)

**EXHIBIT "C"**  
**TO PARK DONATION AGREEMENT**

**COUNTY TITLE EXCEPTIONS**

At Closing, Donor shall (i) satisfy, or otherwise cause the deletion of, all requirements on Schedule B-I of the First American Title Commitments No. 110338599 and 110338601, (ii) cause the Title Company to take no exception for items 1, 2, 4, 6, 9, 21 and 25 on Schedule B-II of the Title Commitment No. 110338601 for the Western Park (note: exceptions for items 3, 7, 10, 11, 12, 13, 15, 19 and 20 on Schedule B-II were previously deleted), and (iii) cause the Title Company to take no exception for items 1, 2, 4, 6, 9, 17, 18, 23 and 25 on Schedule B-II of the Title Commitment No. 110338599 for the Boat Ramp Park (note: exceptions for items 3, 7, 10, 11 and 12 on Schedule B-II were previously deleted).

**EXHIBIT "D"**  
**TO PARK DONATION AGREEMENT**

**DEED**

PREPARED BY AND RETURN TO:  
SPENCER N. CUMMINGS, ESQ.  
GUNSTER, YOAKLEY & STEWART, P.A.  
225 WATER STREET, SUITE 1750  
JACKSONVILLE, FL 32202

**SPECIAL WARRANTY DEED**

**[Western Regional Park and Boat Ramp Park – DSAP #2]**

**THIS SPECIAL WARRANTY DEED** is made and executed as of the \_\_\_\_ day of \_\_\_\_\_, 202\_, by **RAYDIENT LLC** d/b/a **RAYDIENT PLACES + PROPERTIES LLC**, a Delaware limited liability company ("Grantor"), whose address is One Rayonier Way, Yulee, Florida 32097, to **NASSAU COUNTY**, a political subdivision of the State of Florida ("Grantee").

**WITNESSETH:**

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, all of the real property in Nassau County, Florida, more particularly described on **Exhibit "A"** attached hereto and made a part of this Deed (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property and subject to the restrictions, easements, agreements, reservations and other matters set forth on **Exhibit "B"** attached hereto and made a part hereof and other matters of record (collectively, the "Permitted Exceptions").

**TO HAVE AND TO HOLD** the same in fee simple forever.

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor (except for the Permitted Exceptions) and that Grantor will warrant and defend Grantee's title against the lawful claims of all persons claiming by, through or under Grantor (except claims made pursuant to the Permitted Exceptions) but against none other.

Grantee shall occupy and use the Property solely for regional and community park uses, along with any related supporting infrastructure, or similar type uses, such as a YMCA, Boys and Girls Club, community centers, ancillary park security/administration office and meeting space, concessions, food trucks, festival and entertainment space and facilities, and club/amenity facilities. This above restriction shall apply to the Property until November 27, 2073, at which time such restrictions of use are automatically terminated.

The covenants, restrictions and other terms contained herein shall run with title to the Property and be binding upon Grantee and all owners of the Property, or any portion thereof and shall benefit Grantor and its successors and assigns. None of the restrictions contained in this Deed shall constitute restrictions upon Grantor's adjacent property and the provisions contained herein shall not be construed to create implied negative reciprocal covenants upon any adjacent property. To the extent that any party bound shall default in its obligations pursuant to the terms of this Deed, the other party shall be entitled to exercise all remedies available to them in law or in equity to enforce the rights and privileges herein contained recognizing that damages may be an inadequate remedy. Whenever possible, each provision of this Deed shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any person, entity or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Deed are declared to be severable.

**[Signatures commence on following page]**

**IN WITNESS WHEREOF**, the Grantor and Grantee have caused these presents to be executed as of the day and year first written above.

Signed, sealed and delivered  
in the presence of:

**GRANTOR:**

**RAYDIENT LLC D/B/A RAYDIENT  
PLACES + PROPERTIES LLC**, a Delaware  
limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA                    )  
  )SS  
COUNTY OF NASSAU                )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of **RAYDIENT LLC D/B/A RAYDIENT PLACES + PROPERTIES LLC**, a Delaware limited liability company, on behalf of the company, who  is personally known to me or who  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Notary Public, State of Florida  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**GRANTEE:**

**NASSAU COUNTY,**  
a political subdivision of the State of Florida

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA                    )  
  )SS  
COUNTY OF NASSAU                )

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the  
\_\_\_\_\_ of **NASSAU COUNTY**, a political subdivision of the state of Florida, on  
behalf of the County, who  is personally known to me or who  has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Notary Public, State of Florida  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A" TO THE DEED**

**PROPERTY**



**EXHIBIT "B" TO THE DEED**

**PERMITTED EXCEPTIONS**

**[See Park Donation Agreement Section 4(a)(1)]**

**EXHIBIT "E"**  
**TO PARK DONATION AGREEMENT**

**OWNER'S AFFIDAVIT**

STATE OF FLORIDA        )  
  ) SS  
COUNTY OF NASSAU     )

Before me, the undersigned authority, this day personally appeared John R. Campbell ("Affiant"), who being by me first duly sworn, deposes and says:

1. Affiant is the Vice President of Raydient LLC d/b/a Raydient Places + Properties LLC, a Delaware limited liability company ("Owner"), and is authorized to make this Affidavit on behalf of Owner. Affiant is of legal age and under no legal disabilities.

2. Affiant states that Owner is the owner of that certain real property located in Nassau County, Florida, which is more particularly described on **Exhibit "A"** attached hereto (the "Property").

3. Affiant states that there have been no documents entered into and/or recorded by the Owner in the public records of Nassau County, Florida, not listed in those certain Title Commitments issued by \_\_\_\_\_ dated \_\_\_\_\_, Order No. \_\_\_\_\_ and dated \_\_\_\_\_, Order No. \_\_\_\_\_ (collectively, the "Commitment"), which affect title to the Property.

4. Affiant states Owner is not indebted to anyone for the Property, except as reflected in the Commitment.

5. Affiant states it is in full, exclusive, open, peaceful and undisputed possession of the Property, and there are no tenants, guests, licensees or other parties in or on any part of the Property, other than as indicated in the Commitment.

6. To Affiant's knowledge, and except as may be shown by an accurate survey and inspection of the Property, there are no unrecorded easements, claims of easements or rights of way affecting all or any portion of the Property.

7. To Affiant's knowledge, there are no violations of Municipal or County Ordinance affecting the Property and there are no actions or proceedings now pending in any State or Federal Court to which the Owner is a party, including, but not limited to, proceedings in bankruptcy, receivership or insolvency.

8. To Affiant's knowledge, there are no unrecorded judgments, mortgages, encumbrances or liens of any nature affecting the Property other than those shown on the Commitment.

9. There are no matters pending against Owner that would give rise to a lien which would attach to the Property between \_\_\_\_\_, 2024 at \_\_\_\_\_ a.m./p.m. the Commitment Date of INSERT TITLE COMPANY NAME (“Title Company”) Title Commitment under File No. \_\_\_\_\_ (“The Title Commitment”) and the recording of the interest to be insured on the Owner’s Policy to be issued pursuant to the Title Commitment. Except as expressly stated in the Title Commitment, Affiant has not and will not execute any instruments that would adversely affect the interest to be insured and Affiant has not taken any action preceding the Commitment Date of the Commitment which would result in any lien attaching to the Property prior to the date of the recording of the instrument to be insured.

10. Affiant states there are no construction, materialmen’s or laborers’ liens against the Property, or any part thereof, which liens would have been created or incurred by virtue of an obligation of Owner and Owner has not performed or caused to be performed any work on the Property within the last 90 calendar days the cost of which remains unpaid or for which satisfactory arrangements for the payment of such costs have not been made.

11. The Owner does hereby agree to indemnify, defend and hold harmless First American Title Insurance Company from and against any and all loss, cost, damage and expense of every kind, including attorneys’ fees, which said parties shall or may suffer or become liable for on account of reliance on the statements made herein.

***[Remainder of page intentionally left blank.]***

Dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

**AFFIANT:**

\_\_\_\_\_  
John R. Campbell

Sworn to and subscribed before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, who  is personally known to me or who  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Notary Public, State of Florida  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A" TO THE OWNER'S AFFIDAVIT**  
**PROPERTY**

**EXHIBIT "F"**  
**TO PARK DONATION AGREEMENT**

**TEMPORARY EASEMENT**

This **TEMPORARY EASEMENT** ("Easement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by **RAYDIENT LLC D/B/A RAYDIENT PLACES + PROPERTIES LLC**, a Delaware limited liability company ("**Grantor**"), and **NASSAU COUNTY**, a political subdivision of the State of Florida ("**Grantee**").

**RECITALS**

A. Grantor is the owner of that certain real property located in Nassau County, Florida more particularly shown on the attached **Exhibit "A"** (the "Easement Area").

B. Grantee is the owner of that certain property located in Nassau County, Florida more particularly described on the attached **Exhibit "B"** (the "Property").

C. Grantor intends to grant a sixty (60) foot wide non-exclusive public access easement to Grantee over, on, upon and across the Easement Area for the benefit of the Property.

**NOW, THEREFORE**, in consideration of the covenants, promises, terms and conditions set forth in this Easement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Grantee agree as follows:

1. **Grant of Easement.** Subject to the terms hereinafter set forth, Grantor hereby grants to Grantee a temporary non-exclusive public access easement across, over, on and upon the Easement Area for the benefit of the Property. Grantor may not place any barriers or obstructions within the Easement Area or which prevent access to and from the Easement Area, without Grantee's prior written consent. Grantee shall have the right, but not the obligation, to construct access improvements within the Easement Area, at its expense, provided that prior to any such construction Grantee shall obtain Grantor's approval to the improvements to be constructed, which approval shall not be unreasonably withheld, conditioned or delayed.

2. **Limitations on Easement.** This Easement is limited to the purposes stated herein and does not convey any other right, claim to, or interest in the Easement Area.

3. **Coordination of Traffic.** The Grantor shall have authority to coordinate and direct the traffic traveling the Easement Area. Grantor is not obligated to coordinate and direct traffic and shall not be liable for any accidents occurring within the Easement Area.

4. **Maintenance of Easement Area.** To the extent any use of this Easement creates damage to the Easement Property, Grantee shall promptly repair, at its expense, any such damage.

5. **Successors and Assigns.** The rights and obligations granted hereby shall be binding upon Grantor and Grantee and their respective successors, heirs, and assigns. Grantee shall not assign this Easement without the prior written consent of Grantor, which may be granted or withheld in Grantor's sole and absolute discretion. Notwithstanding the foregoing, Grantee may allow contractors and other parties performing work on the Property and members of the public to utilize this Easement for the purposes allowed. This Easement shall not be recorded.

6. **Modification.** This Easement may be modified or amended only upon the written consent of Grantor and Grantee.

7. **Severability.** In the event any provision of this Easement shall be determined to be void, unlawful or otherwise unenforceable, such provision shall be deemed severable from the remainder of this Easement, and this Easement as so modified shall continue to be in full force and effect.

8. **Attorneys' Fees and Costs.** In the event of any litigation with respect to the rights and obligations of the parties to this Easement, each party shall be responsible for payment and costs of its own attorneys and any associated costs of such litigation incurred by such party.

9. **Termination.** This Easement shall automatically terminate at such time as set forth in the East Nassau Community Planning Area Detailed Specific Area Plan (DSAP) #2 Development Order, approved by the Nassau County Board of County Commissioners by Ordinance 2023-044, as may be adjusted and amended ("DSAP #2"). Such termination shall be automatic and occur without the necessity of any documentation, but Grantee shall execute any documentation requested by Grantor to evidence such termination.

10. **Relocation.** Grantor shall have the right to relocate the easement granted by this Easement from time to time by written notice to Grantee, which relocation shall be effective as of delivery of such notice, provided that Grantee is provided with a substitute easement suitable for its purposes as set forth herein. Notwithstanding the automatic nature of such relocation, Grantee nevertheless agrees to execute any documentation requested by Grantor to evidence a relocation pursuant to this Section 10.

**{This space intentionally left blank}**

**IN WITNESS WHEREOF**, the Grantor and Grantee have executed this Easement as of the day and year first written above.

Signed, sealed and delivered  
in the presence of:

**GRANTOR:**

**RAYDIENT LLC D/B/A RAYDIENT  
PLACES + PROPERTIES LLC**, a Delaware  
limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_



Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**GRANTEE:**

**NASSAU COUNTY,**  
a political subdivision of the State of Florida

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A" TO EASEMENT**

**EASEMENT AREA**

**EXHIBIT "B" TO EASEMENT**  
**PROPERTY**