

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the “Agreement”) is entered into by **DJG 28 CHESTER LLC**, a Florida limited liability company, whose address is 11478 Pine Street, Jacksonville, Florida 32258 (“SELLER”), and **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the state of Florida, whose address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097 (“BUYER”), for the purchase by BUYER from SELLER of the real property located in Nassau County, Florida, as more particularly described on **EXHIBIT A** attached hereto and incorporated herein (the “Land”).

WITNESSETH

WHEREAS, SELLER is the owner of the Land; and

WHEREAS, subject to the terms and conditions hereof, SELLER desires to sell the Land to BUYER, and BUYER desires to purchase the Land from SELLER.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **PURCHASE PRICE**: The Purchase Price is made up of and calculated based on the following fees, costs, and components:

(a)	SELLER’s Land:	\$256,400.00
(b)	SELLER’s attorney’s fees and costs:	\$76,200.00
(c)	SELLER’s consultant costs	\$5,000.00
(d) TOTAL PURCHASE PRICE		\$337,600.00

BUYER will pay no Earnest Money Deposit. The balance due at Closing will be the Purchase Price subject to adjustments and prorations as provided herein.

2. **DEED**. It is understood that the Land will be conveyed by SPECIAL WARRANTY DEED to BUYER and subject to current taxes (to be paid by SELLER), any other provision referred to in this Agreement, and all matters apparent from a survey or inspection of the Land or the public records. SELLER shall convey to BUYER any and all mineral rights as they may have in and to the Land.

(a) **SURVEY**. BUYER has caused a survey of the Land to be made by Surveying and Mapping, LLC, and dated September 23, 2024, which depicts the Land and is attached hereto and incorporated herein as **EXHIBIT B** (“Survey”). The parties agree to use the Survey and the accompanying legal description to identify the Land for the purposes of this Agreement and the SPECIAL WARRANTY DEED.

3. **SELLER’S COSTS**. SELLER shall pay prorated amount of ad valorem taxes, if any.

4. **BUYER'S COSTS.** BUYER shall pay all the closing attorney's fees and closing costs, title examination fees, title insurance premium, Survey costs, and all recording or filing fees, including documentary stamps.

5. **TAXES.** Ad valorem taxes for the year of Closing shall be prorated between BUYER and SELLER as of the Closing Date and shall be based on the amount of the latest taxes assessed against the Land, less the maximum discount for early payment. SELLER's prorated ad valorem taxes shall include the Closing Date.

6. **TITLE EXAMINATION AND CLOSING.**

(a) SELLER shall convey to BUYER a good and marketable title to the Land by SPECIAL WARRANTY DEED (as noted in Paragraph 2), subject to the matters previously herein stated and terms herein at closing ("Closing"). The parties agree that if the title is such as would permit a nationally-recognized title insurance company mutually agreeable to both parties to insure the title consistent with its underwriting standards, on standard forms, for its usual fee, and subject to exceptions for the items set forth in this Agreement, then said title shall be conclusively presumed to be good and marketable as to all matters covered by said policy and not excepted from it. The title search, title policy, and any title insurance premium shall be at BUYER's sole expense.

(b) If the title examination shows that SELLER is vested with good and marketable title to the Land, the transaction shall be closed and SELLER and BUYER shall perform the agreements made herein on or before the Closing date, which date shall be seven (7) calendar days after BUYER provides written notice to SELLER that it is prepared to close (the "Closing Date"), provided however that the Closing Date shall be no later than thirty (30) days after the Effective Date of this Agreement.

(c) If the title examination reveals any defects which render the title of the Land unmarketable, BUYER shall give to SELLER written notice of such defects within three (3) business days after receipt of the title search. Any defects that BUYER does not timely address with SELLER in writing prior to Closing shall be waived by BUYER. SELLER shall have the right to cure the properly noticed defects but shall not be required to do so. If the defects are cured, this transaction shall be closed within the time allowed for Closing hereunder.

(d) If SELLER is unable to convey to BUYER marketable title to the Land in accordance with this Agreement, BUYER shall have the right to (i) abandon any legal or equitable rights in the Land to SELLER, executing a full and complete release of SELLER for all claims arising under or associated with this Agreement or the purchase of the Land; or (ii) accept such title with such defects, and close this transaction upon the other terms as stated herein, without reduction in the Purchase Price. Those title defects or exceptions contained in the title commitment which have not be cleared prior to the Closing Date shall be listed as permitted exceptions to title on the SPECIAL WARRANTY DEED. These are BUYER's sole and exclusive remedies for failure of SELLER to convey marketable title to BUYER.

(e) The Closing of the purchase and sale of the Land shall be held on the Closing Date at the Office of Andrea F. Lennon, PA located at 3391 S Fletcher Ave, Fernandina Beach, FL 32034 ("Closing Agent"). Time to be set by her office. Neither party is required to attend the

Closing in person and SELLER may mail SELLER's Closing Documents (defined in Paragraph 6(f)) to the Closing Agent to be held in escrow until the Closing.

(f) SELLER shall deliver the following documents to the Closing Agent (SELLER's "Closing Documents"):

- i. SPECIAL WARRANTY DEED;
- ii. An affidavit from SELLER stating that SELLER is not a foreign person as defined in Section 1445 of the Internal Revenue Code;
- iii. An original executed Closing Statement;
- iv. An affidavit from SELLER identifying the individual(s) with authority to sign the SPECIAL WARRANTY DEED and other Closing Documents;
- v. An owner's affidavit from SELLER;
- vi. All other documents reasonably necessary or otherwise required by the Closing Agent or title insurance company to consummate the transaction contemplated by this Agreement.

7. **RECORDING.** This Agreement shall not be recorded without the express, prior written consent of both parties hereto.

8. **POSSESSION/INSPECTION.**

(a) BUYER shall have the right to enter upon and take possession of the Land from the date of Closing.

(b) **It is understood and agreed that BUYER accepts the Land "AS IS" "WHERE IS" and "WITH ALL FAULTS", without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied, except as specifically provided in this Agreement or in the documents provided at Closing. SELLER specifically disclaims any warranty, guaranty, or representation, oral or written, past or present, express or implied, concerning the Land, except as otherwise provided in this Agreement. This specifically includes but is not limited to (i) the present or future physical conditions or suitability of the Land; (ii) the availability of roadway access, water, sewer, or electrical, gas or other utility services; (iii) the location of the Land or any portion thereof within any flood plain, evacuation zone, flood-prone area, or watershed; or (iv) applicable federal, state or local land use restrictions, regulations or covenants. BUYER acknowledges that BUYER is acquiring the Land based solely upon BUYER's own independent investigation and findings concerning the Land.**

The provisions of this Paragraph 8(b) shall survive Closing or any termination of this Agreement.

9. **REPRESENTATIONS AND WARRANTIES OF SELLER.** SELLER hereby represents and warrants to BUYER that:

(a) The persons who have or will have executed and/or delivered this Agreement, the deed of conveyance, any assignments and any and all other instruments, affidavits, certified resolutions and any other documents shall be or have been duly authorized to do so; and

(b) It is not a party to any actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, affecting any portion of the Land or relating to or arising out of the ownership of the Land, in any court or before or by any federal, state, or local agency or other governmental instrumentality; there are no such actions, suits or proceedings pending; and

(c) 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 SELLER 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 SELLER; and

(d) It has not engaged any broker or agent in connection with the purchase of the Land, and SELLER will indemnify, defend and hold harmless BUYER from any claims, losses, damages, suits or proceedings, including attorneys' fees, for commissions, fees or comparable brokerage arrangements arising by or under SELLER, from any person or entity whatsoever.

This Paragraph 9 shall survive Closing or any termination of this Agreement.

10. **REPRESENTATIONS AND WARRANTIES OF BUYER.** BUYER hereby represents and warrants to SELLER that:

(a) It is a County Government, validly existing and in good standing under the laws of the State of Florida; and

(b) It has the authority and power to enter into and carry out the terms of this Agreement; and

(c) The persons who have or will have executed and/or delivered this Agreement, and any and all other instruments, affidavits, certified resolutions and other documents required or permitted hereunder have been duly authorized and empowered to do so; and

(d) The execution and delivery of this Agreement and the transactions contemplated herein have been duly authorized; and

(e) It has not engaged any broker or agent in connection with the sale of the Land; and

(f) This Agreement is being executed in lieu of eminent domain, and absent this Agreement, the BUYER otherwise has the power to take the required land through eminent domain pursuant to Chapters 73 and 74 of the Florida Statutes.

This Paragraph 10 shall survive Closing or any termination of this Agreement.

11. **CONDITIONS TO SELLER'S OBLIGATIONS.** The obligations of SELLER hereunder are subject to satisfaction of the following conditions as of the date of Closing:

(a) The representations and warranties of BUYER contained herein shall be true and correct in all material respects and SELLER shall have received a certificate from the County Attorney to such effect, if timely requested; and

(b) BUYER shall not be in material default of any of its obligations under this Agreement.

12. **CONDITIONS TO OBLIGATIONS OF BUYER.** The obligations of BUYER hereunder are subject to satisfaction of the following conditions as of the date of Closing:

(a) The representations and warranties of SELLER contained herein shall be true and correct in all material respects and BUYER shall have received an appropriate certificate or affirmation of SELLER's authority to effectuate the terms of this Agreement.

(b) SELLER shall not be in material default of any of its obligations under this Agreement.

13. **ENVIRONMENTAL ACCOUNTABILITY.**

(a) This transaction is a commercial transaction and is sold and purchased by and between a commercial enterprise and County Government.

(b) SELLER has no knowledge of any potential, threatened, or actual claim or notice of violation, or facts that could form the basis of such a claim or notice of violation, of any federal, state or local law, regulation or ordinance governing the use, handling, storage or disposition at or upon the Land of any Hazardous Materials. As used herein, "knowledge" shall mean the actual knowledge, or knowledge that reasonably should have been known by, SELLER's manager(s) or member(s)

(c) For purposes of this Agreement the following terms shall have the following meanings:

(i) "Environmental Law" shall mean all federal, state and local laws, statutes, regulations, ordinances, applicable agency guidance, administrative and judicial determinations relating to the protection of the environment, safety and health, or to any Hazardous Material, including, without limitation, CERCLA, the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act and all laws pertaining to reporting, licensing, permitting, investigation or remediation of releases or threatened releases of Hazardous Materials as well as their counterpart state authorities, whether in effect as of the date of closing or subsequent thereto.

(ii) "Hazardous Materials" shall mean all household waste or trash, construction debris, hazardous, toxic, explosive, radioactive or harmful materials, wastes,

pollutants, contaminants or substances of any kind or nature that are regulated pursuant to any Environmental Law.

14. **GOVERNING LAW.** This Agreement, and any ancillary agreements, shall be governed by and enforced in accordance with the laws of the State of Florida.

15. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement between SELLER and BUYER with respect to the purchase and sale of the Land, including all prior communications, whether in person, in writing, or via SELLER's website or otherwise, and the terms of this Agreement may be amended only in writing and signed by both SELLER and BUYER.

16. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

17. **NOTICES.** Notices required or permitted by this Agreement shall be given to BUYER at:

County Manager
Nassau County, Florida
96135 Nassau Place, Suite 1
Yulee, Florida 32097

with a copy to:

County Attorney
Nassau County, Florida
96135 Nassau Place, Suite 6
Yulee, Florida 32097

and to SELLER at:

DJG 28 Chester LLC
Attn: Johnny Dudley
11478 Pine Street
Jacksonville, Florida 32258

with a copy to:

The Ort Law Firm
Attn: Joseph D. Ort, Esq.
1305 East Plant Street
Winter Garden, FL 34787

Any notice or demand which must or may be given under this Agreement or by law shall be in writing or by electronic mail and shall be deemed to have been given when delivered either by verified electronic mail, personal delivery, by means of an overnight courier delivery service (such as Federal Express) or by certified mail, return receipt requested, full postage prepaid, addressed to the respective parties at the addresses stated herein. The foregoing addresses may be changed by the giving of a written notice as provided in this paragraph.

18. **TIME OF ESSENCE.** Time shall be of the essence in this Agreement.

19. **NO ASSIGNMENT.** The rights of BUYER hereunder may not be assigned by BUYER without the express written consent of SELLER, and any attempt to do so shall be void.

20. **BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of SELLER and BUYER, when executed by both SELLER and BUYER. The term "BUYER" shall include any permissible assignee of BUYER.

21. **WAIVER.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof; provided, however, that any party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms and provisions of this Agreement.

22. **DISCLAIMER. SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LAND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY RELATING TO THE CONDITION OF THE LAND, ITS SUITABILITY FOR BUYER'S PURPOSES OR THE STATUS OF THE LAND UNDER LOCALLY APPLICABLE LAW. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE LAND IS TO BE CONVEYED BY SELLER AND ACCEPTED BY BUYER "AS IS, WHERE IS" AS OF THE TIME OF CLOSING.**

23. **EXHIBITS AND INCORPORATED PROVISIONS.** This Agreement includes and incorporates the following additional documents, which are incorporated herein by this reference:

<u>EXHIBIT A</u>	Legal Description of the Land
<u>EXHIBIT B</u>	Survey of the Land by Surveying and Mapping, LLC, dated September 23, 2024
<u>EXHIBIT C</u>	First Page of Construction Plans
<u>EXHIBIT D</u>	Driveway and Utility Tap

24. **EFFECTIVE DATE.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the date upon which both BUYER and SELLER have executed this Agreement. SELLER provided a signed version of this Agreement to BUYER prior to BUYER's execution of this Agreement. If the BUYER does not sign this Agreement prior to December 13, 2024, and thus the Effective Date does not occur until prior to December 13, 2024, then SELLER's offer to enter into this Agreement shall be deemed withdrawn and this Agreement shall be deemed null and void.

25. **RELEASE OF COUNTY.** By execution of this Agreement, SELLER acknowledges and agrees that as of the date of SELLER's execution and delivery of the SPECIAL WARRANTY DEED, SELLER shall thereby release and discharge BUYER of and from all, and all manner of, causes of action, suits, claims, damages, judgments, in law or in equity, which SELLER ever had, then has, or which any personal representative, successor, heir or assign of SELLER, thereafter can, shall or may have, against the County, for, upon or by reason of any matter, cause

or thing whatsoever, arising out of or in any way connected with SELLER's conveyance of the Land to BUYER, including, without limitation, any claim for loss of access to SELLER's remaining property, severance damages to SELLER's remaining property, business damages or any other damages. Nothing herein shall be deemed to release BUYER from its obligations or liabilities under this Agreement nor serve as a waiver of sovereign immunity and extend the BUYER's liability beyond the limits established in Section 768.28, Florida Statutes.

Notwithstanding the foregoing, BUYER shall construct its project in substantial conformity to the construction plans provided to SELLER on or around September 18, 2024, the first page of such plans is attached hereto as "**EXHIBIT C**," with exception that (i) BUYER shall also construct the "Driveway" and "Utility Tap" both defined below at BUYER's cost, and that (ii) BUYER does not warrant, guarantee, or represent what type of median will be on Chester Road or the type of access that SELLER's remainder parcel will have. If BUYER deviates the construction obligations set forth in the foregoing sentence, except for the two exceptions identified, and such deviation causes SELLER additional damages, SELLER shall have the right to recover such damages from the BUYER caused by the deviation pursuant to *Central and Southern Florida Flood Control District v. Wye River Farms, Inc.*, 297 So. 2d 323 (Fla. 4th DCA 1974). Nothing herein shall be construed as creating any new cause of action in the SELLER beyond what is allowed under Florida law, nor deemed as a waiver of sovereign immunity or to extend the BUYER's liability beyond the limits established in Section 768.28, Florida Statutes.

The "Driveway" shall mean a driveway that BUYER will construct within the Chester Road right-of-way, (the right-of-way existing after SELLER conveys the Land to BUYER), to provide access from the SELLER's remainder parcel to Chester Road in accordance with the design specifications and location shown in the drawing attached hereto as "**EXHIBIT D**", and a slope no greater than 6%. The Utility Tap shall mean a 10" water main tap into the existing 16" water main located in the Chester Road ROW, and a 6" tap into the sanitary sewer force tap into existing 12" sanitary sewer force main line in the Chester Road ROW. Both taps to include a stub at the property line (the new property line between the right-of-way and SELLER's remainder parcel existing after SELLER conveys the Land to BUYER) generally at the location shown in the drawing attached hereto as "**EXHIBIT D**." The Driveway shall be in accordance with the County's driveway requirements for commercial development, and the Utility Tap shall be in accordance with JEA requirements. The County shall provide plans for the Driveway and Utility Tap showing the design and location for SELLER's engineer's review, and SELLER shall not unreasonably withhold, delay or condition approval of the Driveway design. SELLER's engineer shall provide response to the County within ten (10) business days of receipt of the plans. BUYER shall not be responsible for the cost of SELLER's engineer's review.

26. **SURVIVING PROVISIONS.** The provisions of Paragraphs 8(b), 9, 10, 13, 22, 25, 26, and other obligations of the parties not actually carried out by the time of Closing and noted on the closing statement or other agreement executed by the parties at Closing, shall survive the Closing and not be merged into the deed of conveyance. All other provisions of this Agreement shall be merged into the delivery of the deeds of conveyance and shall not survive Closing.

(Remainder of page intentionally blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

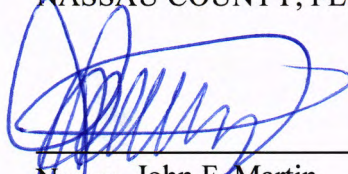
SELLER:

DJG 28 CHESTER LLC,
a Florida Limited Liability Company

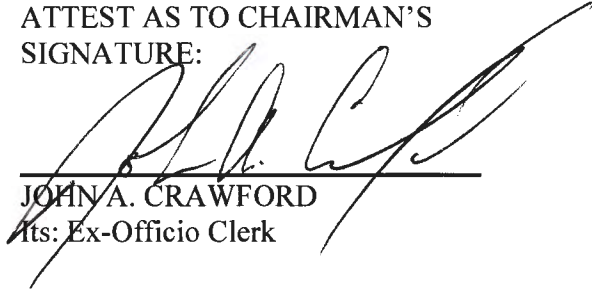
Sign: Johnny Dudley
Name: Johnny Dudley
Its: Authorized Member
Date: 11/21/2024

BUYER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

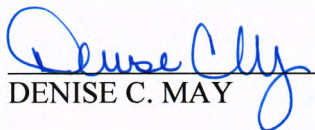

Name: John E. Martin
Its: Chairman
Date: 12-9-24

ATTEST AS TO 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 PURCHASE AND SALE AGREEMENT

(Legal Description of the Land)

A tract of land being a portion of that certain property as described in Official Records Book 2666, page 177 of the Public Records of Nassau County, Florida, lying within Section 1, Township 2 North, Range 27 East; Section 36, Township 3 North, Range 27 East and Section 37, Township 3 North, Range 28 East, Nassau County Florida and being more particularly described as follows:

BEGIN at the Northeast corner of the plat of Shoppes at Amelia Concourse, as recorded in Plat Book 7, pages 128 through 132 of the Public Records of Nassau County, Florida; thence $N72^{\circ}46'59''W$, along the North line of said plat, for 20.27 feet; thence $N07^{\circ}51'58''E$, leaving said North line, for 854.48 feet to the point of intersection with the South right-of-way line of a Seaboard Coastline Railroad (a 120-foot right-of-way, as it is now established); thence $S63^{\circ}45'53''E$, along said South right-of-way line, for 21.07 feet to the point of intersection with the West right-of-way line of State Road No. 200-A (aka Chester Road, a variable width right-of-way, as it is now established); thence $S07^{\circ}51'58''W$, along said West right-of-way line, for 851.14 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 0.39 acres, more or less.

EXHIBIT B TO PURCHASE AND SALE AGREEMENT
(Survey)


(Separately attached)

EXHIBIT C TO PURCHASE AND SALE AGREEMENT
(First Page of Construction Plans)

COMPONENTS OF CONTRACT PLANS SET

ROADWAY PLANS
WEA UTILITY PLANS
SIGNALLIZATION PLANS

A DETAILED INDEX APPEARS ON THE REF SHEET OF EACH COMPONENT



INDEX OF ROADWAY PLANS

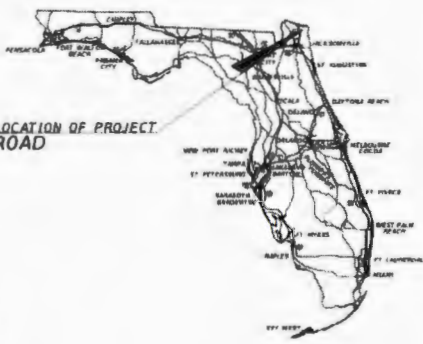
SHEET NO.	KEY DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3	DRAINAGE MAP
4-14	TYPICAL SECTIONS
15	TYPICAL DETAILS
16-17	SUMMARY OF DRAINAGE STRUCTURES
18	PROJECT LAYOUT
19-20	PROJECT CONTROL
21-24	GENERAL NOTPS
25-27	PLAN SHEET
28-32	PROFILES SHEET
33-35	SPECIAL DETAILS
36-38	DEFLECTION SHEET
39-40	DRAINAGE STRUCTURES
41	POND PLAN
42	POND DETAILS
43-44	POND CROSS SECTIONS
45	SOIL SURVEY SHEET
46-47	ROADWAY SOIL PROFILES
48-49	CROSS SECTIONS
50-100	STORMWATER POLLUTION PREVENTION PLAN
101	EROSION CONTROL DETAILS
102-103	PROSSION CONTROL PLAN SHEETS
104-105	TRAFFIC CONTROL PLAN TYPICAL SECTIONS
106-107	TEMPORARY TRAFFIC CONTROL PLANS
108-109	DETOUR PLANS
110-111	SUMMARY OF VERIFIED UTILITIES
112-113	UTILITY ADJUSTMENTS
114-115	TABULATION OF QUANTITIES
116-117	SIGNING AND PAVEMENT MARKING PLAN
118-119	NASSAU COUNTY STANDARD DETAIL #15
120-121	NASSAU COUNTY STANDARD DETAIL #25
122-123	NASSAU COUNTY STANDARD DETAIL #26
124-125	GENESEC & WYOMING STANDARD DETAIL ES-1010 G

NASSAU COUNTY ENGINEERING

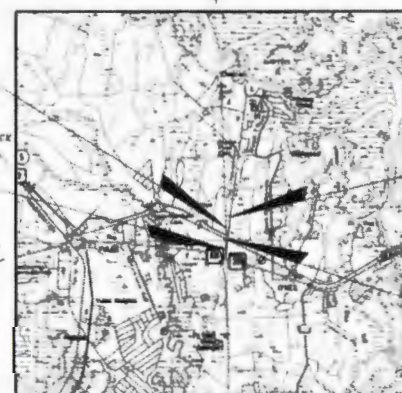
CONTRACT PLANS

CHESTER ROAD
FROM DAVID HALLMAN PARKWAY TO NORTH OF PAGES DAIRY ROAD

ROADWAY PLANS



LOCATION OF PROJECT



STA. EQUATION.
STA. 1249+37.34 BK =
STA. 185+10.33 AHD.

BEGIN PROJECT
STA 1233+49.66


END PROJECT
STA. 197+05.00

STA. 1248+21.35
RR XS
CSX NO 620804A

GOVERNING STANDARDS AND ORDINANCES

Nassau County Roadway and Drainage Standards Ordinance 09-07

Florida Department of Transportation, FY2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs). Standard Plans for Road Construction and associated IRs are available at the following website: <https://www.dot.gov/design/standardplans>



THIS DOCUMENT AND DRAWING IS DIGITALLY SIGNED AND SEALED

KEY SHEET REVISIONS

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	23	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61B15.7, F.A.C.

EXHIBIT D TO PURCHASE AND SALE AGREEMENT (Driveway and Utility Tap)

