

**FIRST AMENDMENT TO EAST NASSAU COMMUNITY PLANNING AREA
MOBILITY IMPROVEMENT RESERVATION AGREEMENT
[PORTION OF CURIOSITY AVENUE]**

This First Amendment is made and entered into by and between **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter, the “County”), and **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special purpose government established and existing pursuant to Chapter 2017-206, Laws of Florida, and Chapter 189, *Florida Statutes*, (hereinafter, the “Mobility Improvement Builder”).

RECITATION OF FACTS

A. **WHEREAS**, the parties entered into that certain East Nassau Community Planning Area Mobility Improvement Reservation Agreement [Portion of Curiosity Avenue] (the “Agreement”) on November 18, 2024;

B. **WHEREAS**, the Agreement identified the dollar value of the Mobility Improvement as \$1,984,530.92;

C. **WHEREAS**, this dollar value in the Agreement was an outdated figure, and the correct final dollar value of the Mobility Improvement is \$2,048,128.27, which was referenced in the agenda cover sheet for the Agreement and supporting documentation;

D. **WHEREAS**, the correct amount of the Mobility Improvement (\$2,048,128.27) has been paid in full to the Mobility Improvement Builder, despite the inadvertent reference to the outdated figure (\$1,984,530.92) in the Agreement; and

E. **WHEREAS**, the parties desire to enter into this First Amendment to document the correct amount of the Mobility Improvement and the payment thereof for recordkeeping and audit purposes.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, together with other good and valuable consideration, the County and Mobility Improvement Builder agree to the amend the Agreement as follows:

1. Recitals. The matters set forth in the Recitation of Facts paragraphs of this First Amendment are true and correct as of the date hereof and are incorporated herein by reference.

2. Definitions. Unless otherwise defined, all capitalized terms used herein shall have the meanings set forth in the Agreement.

3. Consent of Raydient. As required in the Mobility Fee Development Agreement, the written consent of Raydient to this First Amendment is evidenced by the letter dated March 6, 2025, and attached hereto as **Exhibit A**.

4. Mobility Improvement. Section 4.1 of the Agreement is hereby amended to change the figure for the Mobility Improvement from the outdated sum of \$1,984,530.92 to the correct sum of \$2,048,128.27.

5. No Further Payment. The parties agree that full payment has been made by the County to the Mobility Improvement Builder pursuant to the Agreement and that no further sums are due thereunder.

6. Remainder of Agreement. All other terms and conditions of the Agreement not inconsistent with the provisions of this First Amendment shall remain the same and in full force and effect.

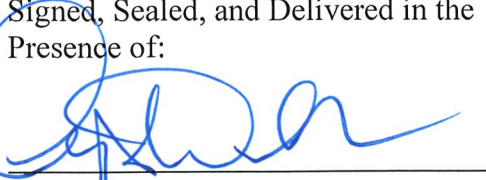
7. Counterparts. This First Amendment may be executed in one or more counterparts, each of which is considered and shall be deemed to be an original.

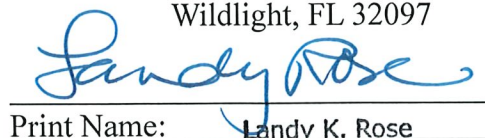
8. Effective Date. This First Amendment shall become effective upon execution by the Nassau County Board of County Commissioners.

[Remainder of page intentionally blank. Signature pages follow.]


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

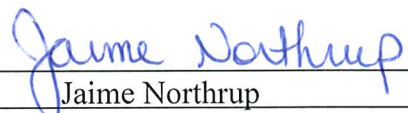
Signed, Sealed, and Delivered in the Presence of:


Print Name: Crystal L. Cook
Address: 1 Rayonier Way
Wildlight, FL 32097


Print Name: Sandy K. Rose
Address: 1 Rayonier Way
Wildlight, FL 32097

EAST NASSAU STEWARDSHIP DISTRICT,
a local unit of special purpose government

By: 
Name: Tommy Jinks
Title: Vice Chair
Address: 1 Rayonier Way, Wildlight, FL 32097

Attest: 
Name: Jaime Northrup
Title: Assistant Secretary
Date: _____

STATE OF FLORIDA)
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6th day of March, 2025, by Tommy Jinks as Vice Chair of **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special purpose government, on behalf of the district. She/he is ☒ personally known to me or ☐ has produced _____ as identification.

NOTARY STAMP:




Signature of Notary Public

Anna Michelle Vanderen
Printed Name of Notary Public

CM3810-A1

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



A.M. "Hupp" Huppmann
Chairman, Board of County Commissioners

Attest as to authenticity of the
Chair's signature:



Mitch L. Keiter
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney



DENISE C. MAY

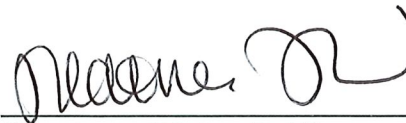
STATE OF FLORIDA)
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 14th day of April, 2025, by **A.M. Huppmann** as Chairman of
the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State
of Florida, for and on behalf of the County. She/he is ☒ personally known to me or ☐ has produced
_____ as identification.

NOTARY STAMP:



HEATHER NAZWORTH
Notary Public, State of Florida
My Comm. Expires December 28, 2025
Commission No. HH 212240



Signature of Notary Public

Heather Nazworth

Printed Name of Notary Public

EXHIBIT "A"

SEE ATTACHED PAGE



March 6, 2025

East Nassau Stewardship District
c/o Craig Wrathell
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Consent for First Amendment to ENCPA Mobility Improvement Reservation Agreement for a Portion of Curiosity Avenue


Dear Mr. Wrathell:

Raydient LLC dba Raydient Places + Properties LLC ("Raydient") hereby consents to the East Nassau Stewardship District ("District") submitting to Nassau County, Florida, ("County") the First Amendment to Reservation Agreement ("First Amendment") to correct the final dollar value associated with the District's reimbursement for causing the dedication of right-of-way to the County and funding or (causing the funding) of the design, permitting and construction of improvements for the portion of Curiosity Avenue subject to the East Nassau Community Planning Area Mobility Improvement Reservation Agreement [Portion of Curiosity Avenue] entered into between Nassau County, Florida, and the District on November 18, 2024. Raydient provides this consent consistent with Section 3.5 of the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement dated June 24, 2013, as amended by the First Amendment to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement dated July 20, 2015, and as further amended by the Second Amendment to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement dated October 25, 2021.

Raydient understands that this signed letter will be attached as an exhibit to the First Amendment and expects the First Amendment to be approved and signed by the County on or around April 14, 2025.

Sincerely,

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

By: 
Name: John R. Campbell
Title: Vice President
Date: 3/6/2025