

RESOLUTION NO. 2015-129

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA AUTHORIZING AN EXCHANGE OF COUNTY PROPERTY PER FLORIDA STATUTES §125.37; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Nassau County (the “County”), a political subdivision of the State of Florida, pursuant to its home rule power and Florida Statutes §125.37 has authority to determine that certain County property is not needed for County purposes and exchange such property for other property which the County may desire to acquire for County purposes; and

WHEREAS, The Commercial Range at Amelia, LLC is acquiring, in fee simple, a parcel of real property more particularly described in Exhibit “A” attached hereto and made a part hereof (the “Tradeplex Property”); and

WHEREAS, Nassau County is the owner in fee simple of a parcel of real property more particularly described in Exhibit “B” attached hereto and made a part hereof (the “County Property”); and

WHEREAS, the real property described in Exhibit “B” is property utilized as a Road and Bridge facility, known as the Bailey Road facility, that includes equipment and material, and contains a fuel dispensing facility and a re-cycling facility; and

WHEREAS, the real property that Commercial Range at Amelia, LLC is acquiring is located in an area known as the “Tradeplex” and provides a more central location for a Road and Bridge facility and fuel dispensing facility and re-cycling; and

WHEREAS, the County, pursuant to its home rule power and those powers expressly granted in Florida Statutes §125.37, finds that it is in the best interest of the residents of Nassau County to accept the Tradeplex Property in exchange for a release and conveyance of the County Property; and

WHEREAS, pursuant to Florida Statutes §125.37, “[w]henver, in the opinion of the board of county commissioners, the county holds and possesses any real property, not needed for county purposes, and such property may be to the best interest of the county exchanged for other real property, which the county may desire to acquire for County purposes, the said board of county commissioners of any county

is authorized and empowered to make such an exchange. Provided, however, before any exchange of property shall be effected, a notice, setting forth the terms and conditions of any such exchange of property, shall be first published, once a week for at least 2 weeks, in a newspaper of general circulation published in the county, before the adoption by the board of county commissioners of a resolution authorizing the exchange of properties”; and

WHEREAS, pursuant to Florida Statutes §125.37 a notice setting forth the terms and conditions of this exchange, attached hereto and made a part hereof as Exhibit “D”, was published in a newspaper of general circulation in Nassau County once a week for two (2) consecutive weeks prior to the first public hearing, held on September 14, 2015 for consideration of this resolution; and

WHEREAS, the Board of County Commissioners held a duly advertised public hearing on September 14, 2015, received public comment, and continued the public hearing until September 28, 2015, and on September 28, 2015 continued the public hearing to October 12, 2015; and

WHEREAS, the public hearing for October 12, 2015 was published in a newspaper of general circulation in Nassau County once a week for two (2) consecutive weeks prior to the public hearing, and a copy of the notice is attached hereto and made a part hereof as Exhibit “E”; and

WHEREAS, the Board of County Commissioners held a duly advertised public hearing on October 12, 2015; and

WHEREAS, the Board of County Commissioners of Nassau County, Florida, based on the public comments at the September 14, 2015 hearing, directed County staff to address additional items with representative of The Commercial Range at Amelia, LLC; and

WHEREAS, the Board of County Commissioners of Nassau County, Florida, and The Commercial Range at Amelia, LLC, had tentatively agreed to the attached contract subject to ratification after a duly noticed public hearing (contract attached as Exhibit “C”).

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Nassau County, Florida:

Section 1. The recitals set forth in the preamble to this resolution are true, accurate, and incorporated herein by reference as though set forth in full hereunder.

Section 2. Upon full compliance of the contract (Exhibit "C") and upon conveyance of the respective properties, in and to the Tradeplex Property, previously described in Exhibit "A", to the County by The Commercial Range at Amelia, LLC, the Board shall release and convey all of the County's right, title and interest in and to the County Property, previously described in Exhibit "B", to The Commercial Range at Amelia, LLC.


Section 3. The terms of the exchange contract, attached as Exhibit "C", are approved and the Chairman is designated the authority to execute the contract.

Section 4. If any portion of the Resolution is determined by any court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Resolution. If any Court determines that this Resolution, or any portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies), or circumstance(s), such determination shall not affect the applicability hereof to any other individual group, entity property or circumstance.

Section 5. Effective Date. This Resolution shall take effect upon adoption.


DULY ADOPTED this 10th day of October, 2015.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



PAT EDWARDS
Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MES
10-13-15

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

EXHIBIT "A"

LEGAL DESCRIPTION OF TRADEPLEX PROPERTY

A PARCEL OF LAND SITUATE IN THE JOHN LOWE (MILL GRANT), SECTION 37, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, ALSO KNOWN AS BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1549, PAGE 1574, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF GENE LASSERRE BOULEVARD (A 125 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND IN USE) AND THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200 / A-1-A (A VARIABLE WIDTH RIGHT-OF-WAY AS ESTABLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, SECTION NO. 74060-2503), SAID POINT BEING AT RIGHT-OF-WAY STATION 301+46.73 AS SHOWN ON RIGHT-OF-WAY MAP FOR SAID STATE ROAD NO. 200 / A-1-A, AS ESTABLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, SECTION NO. 74060-2503; THENCE NORTH 05°15'01" EAST, ALONG THE CENTERLINE OF SAID GENE LASSERRE BOULEVARD, A DISTANCE OF 202.24 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 711.05 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID CENTERLINE OF GENE LASSERRE BOULEVARD, THROUGH A CENTRAL ANGLE OF 23°25'28", AN ARC DISTANCE OF 290.70 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 06°27'43" WEST A DISTANCE OF 288.68 FEET; THENCE NORTH 18°10'28" WEST, CONTINUING ALONG SAID CENTERLINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 449.15 FEET; THENCE NORTH 17°49'34" EAST A DISTANCE OF 82.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 82°08'36" EAST, ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1183, PAGE 1215, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 1,176.89 FEET; THENCE NORTH 07°59'12" EAST, ALONG THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1549, PAGE 1574, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 529.02 FEET; THENCE ALONG THE SOUTHERLY PERIMETER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1594, PAGE 453, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THE FOLLOWING TWO COURSES: (1) NORTH 82°11'07" WEST A DISTANCE OF 654.89 FEET; (2) SOUTH 84°07'07" WEST A DISTANCE OF 718.55 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF SAID GENE LASSERRE BOULEVARD; THENCE SOUTH 18°10'26" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 398.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.32 ACRES MORE OR LESS.

EXHIBIT "B"

LEGAL DESCRIPTION OF COUNTY PROPERTY

LOTS 52, 65, 99 AND 100, "OCEAN BREEZE FARMS", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. LESS THEREFROM THE EASTERLY 18 FEET OF SAID LOTS 52 AND 100 FOR BAILEY ROAD RIGHT-OF-WAY, A 66 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND IN USE.

EXHIBIT "C"

AGREEMENT FOR EXCHANGE OF REAL PROPERTY

THIS AGREEMENT FOR EXCHANGE OF REAL PROPERTY (the "Agreement") is made and entered into as of the ____ day of _____, 2015 (the "Effective Date"), by and between THE COMMERCIAL RANGE AT AMELIA LLC, a Florida limited liability company ("Range"), and NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida ("County"). This Agreement may refer to Range or County individually as a "Party" or may refer to Range and County collectively as the "Parties".

WITNESSETH:

WHEREAS, Range is the owner of that certain real property located in Nassau County, Florida, more particularly described in Exhibit "A" attached hereto (the "Tradeplex Property"); and

WHEREAS, County is the owner of that certain real property located in Nassau County, Florida, more particularly described in Exhibit "B" attached hereto (the "County Property"); and

WHEREAS, Range has agreed to convey the Tradeplex Property to County in exchange for County conveying the County Property to Range.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) to each paid, and the mutual covenants and undertakings hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each intending to be legally bound hereby, do represent, warrant, covenant and agree with each other as follows:

1. Exchange of Properties. Range agrees to convey and exchange the Tradeplex Property to County in consideration of, and in exchange for, the conveyance and exchange to Range of the County Property, on the terms and conditions set forth herein.

2. Property Taxes and Assessments. The Tradeplex Property and the County Property are sometimes referred to herein individually as a "Parcel" and collectively as the "Parcels". All delinquent or outstanding real property taxes and assessments levied upon a Parcel shall be paid at Closing by the owner of such Parcel. County represents that the County Property is exempt from real property taxes and assessments. Range covenants to pay all outstanding real property taxes and assessments due on the Tradeplex Property on or before the date such taxes and assessments are due.

3. Closing Costs; Agreed Values of the Parcels. Closing costs for the Parcels (e.g., documentary stamps on the deeds, recording fees, title commitment and search fees, title premium on the title policies and cost of any endorsements, the cost for each survey) shall be paid by Range, except that each Party shall pay its own attorney's fees and the costs, if any, of curing title defects, satisfying mortgages and other liens, as to their respective Parcel. The Parties agree that the appraised value of the County Property is \$1,530,000.00 (the "County Property Value"). Range has engaged a commercial appraiser licensed under the laws of the State of Florida to prepare an appraisal of the Tradeplex Property (the "Tradeplex Property

Appraisal”). Upon receipt of the Tradeplex Property Appraisal, Range shall deliver a copy of the same to the County. The parties agree that, for purposes of this Agreement, the final value of the Tradeplex Property (the “Tradeplex Property Value”) shall be the sum of (x) the appraised value of the Tradeplex Property as determined in the Tradeplex Property Appraisal, plus (y) all costs (hard and soft) incurred by Range to design, permit and construct the improvements described in Exhibit “D” attached hereto (the “Tradeplex Property Improvements”). In the event the Tradeplex Property Value is less than the County Property Value, Range shall have the option of either (i) making a cash payment to the County at Closing in the amount of the difference between the County Property Value and the Tradeplex Property Value, or (ii) terminating this Agreement, in which event this Agreement shall terminate and neither Party shall have any further rights or obligations to each other except as expressly survive such termination. The parties agree that the final values set forth above shall be used for all purposes, including determining equivalent consideration for documentary stamp taxes and title insurance. There are no brokers involved in this transaction to whom a commission or other fee is payable. Each Party shall indemnify and hold the other Party harmless from claims of any other broker, agent or claimant for a fee or commission related to this transaction arising by, through or under such indemnifying Party.

4. Title Commitment and Survey; Permitted Exceptions. Within thirty (30) days after the Effective Date, Range's counsel shall furnish to the Parties a title insurance commitment for each Parcel. The title commitments will contemplate the issuance of standard ALTA Owner's Policies of Title Insurance in an amount equal to the value established in this Agreement for each Parcel. Additionally, Range's counsel shall order updated boundary surveys of the Parcels from a licensed Florida surveyor. Each Party shall have thirty (30) days after its receipt of both the title insurance commitment and survey for the Parcel it is acquiring within which to notify the other Party in writing of any conditions defects, encroachments or other objections to title or survey, which are not acceptable to such Party, each a “Title Objection” and collectively, the “Title Objection”. Any matter disclosed by such title insurance commitment (other than consensual liens removable by the payment of money, which each Party shall be obligated to cure or discharge with respect to their Parcel at or prior to Closing) or by such survey, which is not timely specified in such notice, shall be deemed a “Permitted Exception.” Each Party shall use reasonable and diligent efforts to cure all Title Objections by the end of the Inspection Period (other than those that a Party has agreed in writing to cure at Closing by delivering affidavits or money to cure such Title Objection(s)). If such Title Objections are not cured by the end of the Inspection Period (other than those that a Party has agreed in writing to cure at Closing), such objecting Party may terminate this Agreement by written notice to the other Party prior to the end of the Inspection Period, upon which event this Agreement shall terminate, except for obligations that expressly survive termination. At closing, the title commitments will be “marked down” through closing subject only to the Permitted Exceptions.

5. Warranties, Representations and Covenants of the Parties. Range represents and warrants to County as to the Tradeplex Property, and County represents and warrants to Range as to the County Property, respectively, as of the Effective Date and as of Closing, as follows:

(a) Title. Such Party is the owner in fee simple of its Parcel, as the case may be, free and clear of all liens, claims and encumbrances other than the Permitted Exceptions and as otherwise set forth herein.

(b) Eminent Domain/Condemnation. No condemnation or eminent domain proceedings are now pending or threatened and such Party has received no notice from any governmental agency or authority or other potential condemnor concerning any right-of-way, utility or other taking which may affect the Parcel owned by it.

(c) Environmental Matters. To the best of its knowledge, the Parcel owned by such Party does not now contain nor has it contained any underground storage tanks, hazardous materials or landfills, except as may be disclosed to the other Party in accordance with Section 15 below. The Range shall, at its own expense, order an environmental assessment of the Tradeplex Property from a reputable environmental consultant licensed under the laws of Florida and provide such assessment to the County. In the event the Range obtains such an environmental assessment that contains any objectionable matters, the County shall have the right to terminate this Agreement by delivering written notice to the Range on or prior to the expiration of the Inspection Period.

(d) Foreign Investment and Real Property Tax Act. Neither Party is a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, or under any comparable state statutes which are applicable to this transaction. At Closing, each Party will execute and deliver to the other Party an affidavit regarding such matters.

(e) Other Agreements. There are no outstanding leases, occupancy agreements and/or rights of third parties to use or occupy any portion of the Parcels for any purposes, and each Party agrees not to grant any such rights prior to Closing. There are no outstanding rights of first refusal, first offer, options to purchase or purchase and sale agreements in favor of any third party with respect to the Parcels or any portion thereof. As of Closing, there will be no management, service, maintenance, utility or other contracts or agreements affecting the Parcels, oral or written, except those expressly approved by the Party acquiring such Parcel.

(f) Authority. Each Party has full power and authority to enter into and perform this Agreement in accordance with its terms and does not require the consent (or has obtained the consent of any third party in order to consummate the transactions contemplated hereby.

6. Time and Place of Closing. Subject to satisfaction or waiver of the conditions set forth herein, the Closing shall take place at the offices of Rogers Towers, P.A., on the date that is thirty (30) days following the satisfaction of the conditions set forth on Exhibit "D" attached hereto, by "mail-away" where each Party mails original closing documents and wires funds to the closing agent.

7. Closing Procedures. At Closing:

(a) County shall convey title to the County Property to Range or Range's nominee or assignee, by special warranty deed in the form attached hereto as Exhibit "C", free and clear of all interests, liens and encumbrances, except the Permitted Exceptions for such Parcel;

(b) Range shall convey title to the Tradeplex Property to County or County's nominee or assignee, by special warranty deed in the form attached hereto as Exhibit "C", free

and clear of all interests, liens and encumbrances, except the Permitted Exceptions for such Parcel;

(c) Each Party shall execute and deliver to the other Party a quit claim bill of sale for any personal property located on the Parcel which is being conveyed;

(d) Each Party shall execute and deliver to the other Party a general assignment of any plans, specifications, warranties, development rights, concurrency and other intangible property rights, if any, pertaining to the Parcel being conveyed;

(e) Each Party shall execute and deliver to the other Party an Owner's affidavit in form reasonably acceptable to title company to provide "GAP" coverage and to remove standard printed exceptions to title in the title policy regarding (1) unrecorded matters (except general real estate taxes not yet due and payable); (2) parties in possession; (3) mechanic's liens; and (4) no change to the Parcel since the date of the survey.

(f) Each Party shall execute and deliver to the other Party such resolutions, affidavits, certifications and other instruments reasonably requested by a Party or by the title insurance company to effectuate the transactions contemplated hereby.

8. Possession. At Closing, possession of the Tradeplex Property will be delivered to County, and possession of the County Property will be delivered to Range.

9. Default. In the event that either Party shall fail to fully and timely perform any of its obligations hereunder prior to Closing, and such failure shall continue for ten (10) days following notice thereof in writing from the non-defaulting Party, then the non-defaulting Party shall be entitled to either terminate this Agreement, or seek and pursue specific performance of this Agreement. In the event specific performance is not available as a remedy, such non-defaulting Party shall be entitled to maintain an action for damages against the defaulting Party. In connection with any litigation brought to enforce this Agreement, before or after Closing, the prevailing Party shall be entitled to its reasonable attorney's fees, costs and expenses incurred, including such fees, costs and expenses for all pre-suit legal services, all trial, post-judgment and appellate court proceedings, any arbitration, mediation, and bankruptcy court proceedings, and legal assistant time and other costs and expenses even if not taxable as court costs.

10. Assignment; Successors and Assigns. This Agreement is personal to the Parties and not assignable by either without the consent of the other.

11. Applicable Law and Venue. This Agreement is to be construed and enforced according to the laws of the State of Florida. Venue shall be in Nassau County, Florida.

12. Notices. All notices herein required shall be in writing. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered personally or sent by express mail or courier service to the addresses set forth below:

As to County: Nassau County Manager
Attn: Ted Selby
96135 Nassau Place, Suite 1
Yulee, Florida 32097
Fax: (904) 321-5784
Email: TSelby@nassaucountyfl.com

With a copy to: Nassau County Attorney
Attn: Michael S. Mullin, Esq.
96135 Nassau Place, Suite 6
Yulee, Florida 32097
Fax: (904) 321-2658
Email: MMullin@nassaucountyfl.com

As to Range: The Commercial Range at Amelia LLC
Attn: Jack Healan, Jr.
4001 Centurion Way
Amelia Island 32034
Email: JHealan@bellsouth.net

With a copy to: Rogers Towers, P.A.
Attn: Chris R. Strohmenger, Esq.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207
Fax: 904-396-0663
Email: CStrohmenger@rtlaw.com

Any notice or demand to be given hereunder shall be deemed sufficiently given for all purposes hereunder (1) at the time such notices or demands are hand-delivered, or (2) upon depositing any such notice or demand with any reputable overnight courier service. Any Party hereto may change its address by notice in writing to the other parties in the manner herein provided.

13. Time. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any Party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

14. Radon. Pursuant to Section 404.056(6) of the Florida Statutes, the Parties acknowledge that they have been advised that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.

15. Inspection Period; Property Materials. Within fifteen (15) days after the Effective Date of this Agreement, each Party shall deliver to the other copies of the following, to the extent such items are within the Party's possession and control: any development order, protective

covenants or plats affecting the Parcel, copies of all existing title insurance policies, boundary or topographical surveys, environmental reports, geotechnical reports, engineering plans, permits, approvals, licenses and any and all other applications, agreements, documents or instruments relating to the Parcel. Each Party shall have a period commencing on the Effective Date and ending ninety (90) days thereafter (the "Inspection Period") to conduct an investigation of the Parcel such Party is acquiring. During the Inspection Period, such Party shall have access to the Parcel to conduct any inspections or tests which such Party deems necessary or desirable, including but not limited to soil tests and environmental audits in order to determine if the Parcel suitable. Each inspecting Party hereby agrees to indemnify and hold the other Party harmless from any loss or liability incurred by the other Party as a result of any of such inspecting Party's actions relative to such inspections, except for the discovery of conditions not created by such inspecting Party or its agents. This indemnity shall survive the Closing or any earlier termination of this Agreement. If either Party is not satisfied, in its sole discretion, as to all factors concerning the Parcel that such Party is acquiring, such Party shall be entitled by written notice to the other, on or prior to the termination of the Inspection Period, to cancel this Agreement, and upon delivery of such notice to the other Party, this Agreement shall be deemed null and void, and each Party shall be relieved of all liabilities and obligations hereunder except for the indemnity provided pursuant to this Section 15. If neither Party has terminated this Agreement as provided herein, the right of entry and investigation granted in this Section 15 shall continue unabated, subject to restrictions imposed by the County, through Closing or until this Agreement is otherwise terminated. Each Party agrees to cooperate reasonably with the other Party with respect to any due diligence investigations, including by executing such documents as are reasonably necessary for such Party to file applications for rezoning or any other governmental approvals or permits for the Parcel they are acquiring.

16. Addendum. The terms of Exhibit "D" are incorporated herein and made a part of this Agreement.

17. Post-Closing Obligations. As additional consideration for the County entering into this Agreement, Range covenants that, following Closing:

(a) If the County Property is rezoned for residential purposes (and all appeals periods have expired with no appeal having been filed), Range shall record against the County Property a declaration of covenants and restrictions in substantially the same form attached hereto as Exhibit "E," restricting the use and development of the County Property as more particularly set forth in Exhibit "E" (the "Restrictions"). Range shall be responsible for recording the Restrictions and for providing to County a copy of such recorded Restrictions. This provision shall survive Closing; and,

(b) Upon issuance of a Certificate of Occupancy or similar permit by County for the Tradeplex Property, Range shall assign to County all contactor's and subcontractor's warranties.

18. Performance Bond. Range shall secure a Performance Bond, acceptable to County, and shall make County a dual obligee under such Bond, or shall otherwise obtain a Dual Obligee Rider to a Performance Bond, in an amount sufficient to cover the costs of construction of the Buildings and Structures as set forth in Exhibit "D." Said Bond shall be issued by a first-

tier insurance company. County agrees that the provision of the Performance Bond is in lieu of any warranty, express or implied, from Range as to the design/construction of the Buildings and Structures and that County waives, releases and holds Range harmless from any and all future claims related to the design and/or construction of the Buildings and Structures in return for the acquisition of the Performance Bond. County agrees to look solely to the Surety and/or contractors/subcontractors/suppliers for any claims related to the design and/or construction of the Buildings and Structures.

19. Entire Agreement. This Agreement contains all of the agreements, representations, and warranties of the parties hereto and supersedes all other discussions, understandings or agreements in respect to the subject matter hereof.

[The rest of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

“RANGE”

THE COMMERCIAL RANGE AT AMELIA, LLC
a Florida limited liability company

By: _____

Name: _____

Title: _____

Date: _____

“COUNTY”

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

By: _____

Name: _____

Title: _____

Date: _____

Attest as to Chairman’s signature:

JOHN A. CRAWFORD

Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:

MICHAEL S. MULLIN

EXHIBIT "A"

LEGAL DESCRIPTION OF TRADEPLEX PROPERTY

A PARCEL OF LAND SITUATE IN THE JOHN LOWE (MILL GRANT), SECTION 37, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, ALSO KNOWN AS BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1549, PAGE 1574, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF GENE LASSERRE BOULEVARD (A 125 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND IN USE) AND THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 200 / A-1-A (A VARIABLE WIDTH RIGHT-OF-WAY AS ESTABLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, SECTION NO. 74060-2503), SAID POINT BEING AT RIGHT-OF-WAY STATION 301+46.73 AS SHOWN ON RIGHT-OF-WAY MAP FOR SAID STATE ROAD NO. 200 / A-1-A, AS ESTABLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, SECTION NO. 74060-2503; THENCE NORTH 05°15'01" EAST, ALONG THE CENTERLINE OF SAID GENE LASSERRE BOULEVARD, A DISTANCE OF 202.24 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 711.05 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID CENTERLINE OF GENE LASSERRE BOULEVARD, THROUGH A CENTRAL ANGLE OF 23°25'28", AN ARC DISTANCE OF 290.70 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 06°27'43" WEST A DISTANCE OF 288.68 FEET; THENCE NORTH 18°10'26" WEST, CONTINUING ALONG SAID CENTERLINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 449.15 FEET; THENCE NORTH 17°49'34" EAST A DISTANCE OF 62.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 82°08'36" EAST, ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1183, PAGE 1215, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 1,176.89 FEET; THENCE NORTH 07°59'12" EAST, ALONG THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1549, PAGE 1574, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 529.02 FEET; THENCE ALONG THE SOUTHERLY PERIMETER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1594, PAGE 453, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THE FOLLOWING TWO COURSES: (1) NORTH 82°11'07" WEST A DISTANCE OF 654.89 FEET; (2) SOUTH 84°07'07" WEST A DISTANCE OF 718.55 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF SAID GENE LASSERRE BOULEVARD; THENCE SOUTH 18°10'26" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 398.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.32 ACRES MORE OR LESS.

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LOTS 52, 65, 99 AND 100, "OCEAN BREEZE FARMS", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. LESS THEREFROM THE EASTERLY 18 FEET OF SAID LOTS 52 AND 100 FOR BAILEY ROAD RIGHT-OF-WAY, A 66 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND IN USE.

EXHIBIT "C"

FORM OF SPECIAL WARRANTY DEED

Prepared By/Record and Return To:
Chris R. Strohmenger, Esquire
Rogers Towers, P.A.
1301 Riverplace Blvd., Suite 1500
Jacksonville, FL 32207

SPECIAL WARRANTY DEED

THIS INDENTURE is made this _____ day of _____, 2015, between _____, a _____ ("Grantor"), whose address is _____, and _____, a _____ ("Grantee"), whose address is _____;

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the said Grantee, its legal representatives, successors and assigns forever, the following described land (the "Land"), situate, lying and being in the County of Nassau, State of Florida:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Property Appraiser's Parcel ID Number: _____

together with all tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the Land (collectively, the "Property"), subject to the permitted encumbrances shown on Exhibit "B" attached hereto (the "Permitted Encumbrances"):

To have and to hold the Property in fee simple forever.

Except as set forth in the Permitted Encumbrances, at the time of delivery of this deed, the Property was free from all encumbrances made by the Grantor, and the said Grantor does hereby fully warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.

Signed, sealed and delivered in the presence of:

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2015, by _____, as _____ of _____, on behalf of the _____. He/She is personally known to me or who has produced identification.

Notary Public, State of Florida

Name: _____

My Commission Expires: _____

My Commission Number is: _____

EXHIBIT "A" TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

EXHIBIT "B" TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

[To be inserted from final title commitment]

EXHIBIT "D"

TRADEPLEX PROPERTY IMPROVEMENTS

EXHIBIT "D"

The Commercial Range at Amelia, LLC (hereinafter "Range"), agrees and acknowledges, as a condition precedent to the closing related to the Agreement for Exchange of Real Property by Nassau County, Florida (hereinafter the "County"), that Range will complete all of the following tasks, to the satisfaction and approval of the County, and that such satisfaction and approval is at the sole discretion of the County:

Site Plan and Permitting

1. Range will purchase a 14.33 acre parcel of land located within the Nassau Tradeplex (hereinafter the "Tradeplex Property") which will be exchanged for the property owned by Nassau County, Florida on Bailey Road which currently serves as a County maintenance yard (hereinafter the "County Property"). A title commitment for the Tradeplex Property is attached hereto as Exhibit "1".
2. Under direction from the Nassau County Public Works Director or the County Manger, Range will split the Tradeplex Property into two parcels. One parcel will be for a future public road which will run from Courtney Isle Way to Gene Lasserre Boulevard (the "New Public Road"), and the other parcel will be for a new County maintenance yard.
3. Range will provide to the County a site plan drawn by a Florida licensed engineer that will depict the New Public Road and new County maintenance yard on the Tradeplex Property (the "Site Plan"). Range acknowledges that the Site Plan will require review and approval by the Public Works Director or the County Manager of Nassau County.
4. The Site Plan will be used to create engineering plans and specifications for construction and permitting of the Tradeplex Property.
5. The parties agree, and Range acknowledges, that the permitting process will require both Development Review Committee (DRC) and Planning and Zoning approval as required by Nassau County Land Development Code for new development.
6. Range will provide to the County signed and sealed engineering plans for the construction of the new County maintenance yard as well as the New Public Road (both Phase 1 and Phase 2, as described in Site Construction below).
7. Range will obtain all necessary federal, state and local permits for the construction of the new County maintenance yard and the New Public Road (total road, paved and unpaved), at its sole cost.
8. Range proposes to preserve 3.46 acres of high quality wetlands as shown on the map attached hereto as Exhibit "2". Range agrees to permit and mitigate only the low quality wetlands on the Tradeplex Property along with the wetlands necessary to construct the New Public Road.
9. Range will provide low impact swales, dry retention and percolation areas for storm water run-off from buildings, paved areas and driveways as required by state agencies.

Site Construction

1. Range will clear, grade and grass the acreage necessary for construction of the County maintenance yard, related storage area and New Public road.
2. Phase 1 of the New Public Road will be from Courtney Isle Way across the off-site and on-site wetlands, along the north side of the Tradeplex Property a distance of 900 feet.
3. Phase 2 of the New Public Road will be the balance of the road, a distance of approximately 800 feet.

4. Range agrees to solicit bids for the construction of the New Public Road with both a primary bid and an alternative bid. The primary bid will be for Phase 1 (the 900 feet) only and the alternative bid will be for Phase 1 and Phase 2, together, so that the County can, at its sole discretion, elect to fund the construction of Phase 2 such that the entire project would be constructed at the same time resulting in a fully paved road meeting Nassau County Road and Drainage Standards.
5. Range will construct Phase 1 of the New Public Road and it shall be paved and constructed in compliance with Nassau County Road and Drainage Standards subject to County approval.
6. Should the County elect not to fund Phase 2 of the New Public Road, Range will design, permit, clear and grass Phase 2 of the New Public Road.
7. The Tradeplex Property will, at all times, be fenced with a six foot high chain link fence with two 10 foot manual swing gates at each driveway access to the public rights-of-way, similar to that which currently exists on the County Property.
8. Range will haul all stored materials designated by the County from the County Property to the Tradeplex Property. Any remaining material will remain on the County Property and will become the responsibility of Range.
9. Range shall cause all contractors and subcontractors or any other person or entity performing any services or furnishing any materials or equipment for the construction of the improvements on the Tradeplex Property to warrant and represent all items set forth in the Buildings and Structures section below.
10. Range shall secure a Performance Bond, acceptable to County, and shall make County a dual obligee under such Bond, or shall otherwise obtain a Dual Obligee Rider to a Performance Bond, in an amount sufficient to cover the costs of construction of the Buildings and Structures as set forth below. Said Bond shall be issued by a first-tier insurance company. County agrees that the provision of the Performance Bond is in lieu of any warranty, express or implied, from Range as to the design/construction of the Buildings and Structures and that County waives, releases and holds Range harmless from any and all future claims related to the design and/or construction of the Buildings and Structures in return for the acquisition of the Performance Bond. County agrees to look solely to the Surety and/or contractors/subcontractors/suppliers for any claims related to the design and/or construction of the Buildings and Structures.

Buildings and Structures

1. Range will improve the Tradeplex Property as follows: one 50 foot by 100 foot insulated steel building with six 15 foot high overhead doors (hereinafter the "Structure"). The Structure will be designed by a licensed Florida Architect or Engineer.
2. Range agrees and acknowledges that construction of the Structure will be completed by a Florida licensed and insured contractor. County staff will perform inspections, as needed and/or required, during the construction phase, and said building will be subject to County approval.
3. The Structure will include water and sewer as specified by Nassau County Public Works Director or County Manager. The Structure will also include power feeds/electricity, telephones and telecommunications cables or wires as provided by AT&T, subject to County approval.
4. Range's contractor shall engage AT&T Resources and schedule a site visit so that a formal BICs package can be generated by AT&T. Range shall be required to meet the requirement as set forth in the BICs package. Range shall have AT&T inspect the work to ensure that the County will have a path in place for AT&T to provide the appropriate service. Range will be responsible for the costs to accomplish the work set forth.
5. The Structure will include a 50 foot by 12 foot covered work area on one end of the shop.


6. The Structure will be placed upon proper structural footings and a concrete slab strong enough to support the weight of heavy equipment i.e. dump trucks. County building inspections will ensure the thickness of the concrete slab. The telecommunications cable and/or wiring will be included in the concrete slab.
7. The Structure will include two vehicle lifts as specified by the Nassau County Public Works Director or the County Manager.
8. Range will also improve the Tradeplex Property as follows: one 30 foot by 30 foot insulated metal building to be used as an office, breakroom, and restroom (hereinafter the "Office"). Construction of the Office will include the installation of electricity, lighting, telephone connections, doors, water, sewer, air conditioning and any additional wiring necessary for the County's IT systems.
9. Range will further improve the Tradeplex Property as follows: erect a pole barn provided by the County on a concrete slab (hereinafter the "Pole Barn"). The Pole Barn will have potable water and eye wash stations as specified by the Nassau County Public Works Director or County Manager.
10. Range will further improve the Tradeplex Property as follows: Range will relocate the fueling station currently located on the County Property onto the Tradeplex Property in compliance with all current local, state and federal fuel dispensing laws and regulations (hereinafter the "Fueling Station"). The Fueling Station will have a paved area for use by vehicles during fueling operations, the size and location of which will be to the satisfaction of the Nassau County Public Works Director or County Manager.
11. Range will ensure that the Fueling Station includes the existing TV Camera system and lighting for night fueling with the ability to tie in to the AT&T network as already provided for on the County Property.
12. Range will further improve the Tradeplex Property by installing a vehicle wash pad with potable water.
13. Range will further improve the Tradeplex Property as follows: paved, accessible parking to be constructed in accordance with Nassau County Road and Drainage Standards and will provide paved aprons at all driveway connections adjacent to any and all public rights-of-way and adjacent to all buildings and structures at all doors or access points. Internal driveways and vehicle parking areas will be stabilized if required by the Nassau County Public Works Director or County Manager.
14. Range will further improve the Tradeplex Property with a ten (10) foot wide visual buffer/screen, interior to the six (6) foot fence which may consist of a mix of additional fencing, walls, plants, shrubs, trees, bushes, berms, and preserved vegetation spaced such that 85 percent opacity is achieved within two years.

Off Site Construction

1. Range will move the recycling facility currently located on the County Property to an area selected and provided by the County (hereinafter the "Recycling Facility Property"). Following selection of the Recycling Facility Property by the County, Range will construct a concrete slab and paved driveway area for dumpsters. Range will relocate the dumpsters currently located on the County Property to the Recycling Facility Property.
2. Range will also construct handicap accessible walks for dumpster use on the Recycling Facility Property.

Additional Items

1. Following completion of all of the above conditions precedent, it is the intent of the parties to close on the Agreement for Exchange of Real Property whereby the County will receive the deed to the Tradeplex Property and Range will receive the deed to the County Property.
2. It is estimated that the above conditions precedent will require approximately 18 months to complete.
3. Range will provide the County with all documentation, including invoices, bills and evidence of payment, with regard to the construction of the buildings to reflect the total cost of the construction of all of the buildings on Tradeplex Property by Range.

 First American Schedule A	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company 5011612 - 2080-3294614

Customer Reference Number: FA15-02/Tradeplex (10535; vic)
First American File Number: 2080-3294614

1. Effective Date: January 20, 2015 @ 8:00 A.M.
2. Policy or Policies to be Issued: Proposed Amount of Insurance:
 - a. Owner's Policy \$650,000.00
ALTA Owner's Policy of Title Insurance (6-17-06)
(with Florida modifications)
Proposed Insured: **The Commercial Range at Amelia, LLC, a Florida limited liability company**
 - b. Loan Policy \$0.00
ALTA Loan Policy of Title Insurance (6-17-06)
(with Florida modifications)
Proposed Insured:
 - c. \$
Proposed Insured:

Premium: \$

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
Hall Investments, Inc., a Florida corporation, f/k/a Florida Petroleum Corporation, a Florida corporation, successor by merger to FPC Tradeplex, LLC, a Florida limited liability company
5. The land referred to in this Commitment is described as follows:
See Exhibit "A" attached hereto and made a part hereof

Rogers Towers

By: _____
Authorized Countersignature for Rogers Towers

(This Schedule A valid only when Schedule B is attached.)

**First American****Exhibit A****Commitment for Title Insurance**

ISSUED BY

First American Title Insurance Company**5011612 - 2080-3294614**

Customer Reference Number: FA15-02/Tradeplex
 First American File Number: 2080-3294614


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

THAT PORTION OF THE BELOW DESCRIBED PROPERTY LYING SOUTHERLY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1549, PAGE 1574 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 37, TOWNSHIP 2 NORTH, A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 51, TOWNSHIP 3 NORTH, A PORTION OF THE JOHN D. VAUGHN GRANT, SECTION 38, TOWNSHIP 2 NORTH, AND A PORTION OF THE JOHN D. VAUGHN GRANT, SECTION 52, TOWNSHIP 3 NORTH, ALL LYING IN RANGE 27 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF GENE LASSERRE BOULEVARD (A 125-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200/A-1-A (A VARIABLE WIDTH RIGHT OF WAY AS ESTABLISHED BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION NO. 74060-2503), SAID POINT BEING AT RIGHT OF WAY STATION 301+46.73 AS SHOWN ON SAID DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION NO. 74060-2503; THENCE NORTH $05^{\circ}15'01''$ EAST ALONG SAID CENTERLINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 202.24 FEET TO A POINT OF CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 711.05 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $23^{\circ}25'27''$ AN ARC DISTANCE OF 290.70 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $06^{\circ}27'43''$ WEST, 288.68 FEET; THENCE NORTH $18^{\circ}10'26''$ WEST, A DISTANCE OF 449.15 FEET; THENCE NORTH $71^{\circ}49'34''$ EAST, DEPARTING SAID CENTERLINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 62.50 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID GENE LASSERRE BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH $18^{\circ}10'26''$ WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 890.43 FEET TO THE MOST SOUTHERLY CORNER OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 1065, PAGE 1767 OF SAID NASSAU COUNTY; THENCE NORTH $32^{\circ}53'57''$ EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF GENE LASSERRE BOULEVARD, AND ALONG THE SOUTHEASTERLY LINE OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 1065, PAGE 1767, A DISTANCE OF 1465.20 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SEABOARD COASTLINE RAILROAD (A 120.00 FOOT WIDE RIGHT OF WAY); THENCE SOUTH $63^{\circ}45'53''$ EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 999.78 FEET TO A 1/2" IRON PIPE IDENTIFIED AS "RLS 2841", SAID 1/2" IRON PIPE BEING AT THE NORTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 950, PAGE 96, OF SAID PUBLIC RECORDS; THENCE SOUTH $07^{\circ}51'24''$ WEST, ALONG THE WESTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 950, PAGE 96, A DISTANCE OF 1812.34 FEET TO A FOUND 1/2" IRON PIPE NO IDENTIFICATION, THENCE NORTH $82^{\circ}08'36''$ WEST, A DISTANCE OF 1178.22 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE LEGAL DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY AND THE COMPANY WILL REQUIRE A NEW SURVEY WITH ADEQUATE DESCRIPTION OF SAID PARCEL, AS FURTHER REQUIRED IN SCHEDULE B - SECTION 1 OF THE HEREIN COMMITMENT.

	First American	Commitment for Title Insurance
Schedule BI	ISSUED BY	First American Title Insurance Company
		5011612 - 2080-3294614

Customer Reference Number: FA15-02/Tradeplex
First American File Number: 2080-3294614

REQUIREMENTS

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - a. Warranty Deed conveying the land from Hall Investments, Inc., a Florida corporation, f/k/a Florida Petroleum Corporation, a Florida corporation, successor by merger to FPC Tradeplex, LLC, a Florida limited liability company, to The Commercial Range at Amelia, LLC, a Florida limited liability company.


In connection with said deed, we will further require: 1) Certified copy of a Board of Directors resolution setting forth the terms, conditions and consideration for which the corporation is authorized to convey its property. The resolution must further identify the officers authorized to execute the deed and other closing documents on behalf of the corporation; 2) Certified incumbency certificate showing the identity of the officers authorized to execute the conveyance on behalf of the corporation; 3) The corporation must have been formed prior to, the date the corporation acquired title to the land; 4) Certificate from the Secretary of State of the state of origin of said corporation's current good standing; 5) If the property constitutes all or substantially all of the corporation's assets and the sale is not in the usual and regular course of the corporation's business, the Company shall further require shareholder approval for the transaction obtained in compliance with the State's statutory requirements; and 6) The Company reserves the right to amend the commitment, including but 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.

5. Release of property described on Schedule A from Agreement Not to Encumber or Transfer Property as set forth in instrument recorded in Book 1549, page 1590.
6. The Company will require a more adequate legal description based on a current proper survey of subject property. The Company reserves the right to make additional requirements and exceptions and/or to modify the legal description as it may deem necessary.

7. Satisfactory evidence must be furnished as to the proper organization of The Commercial Range at Amella, LLC, a Florida limited liability company, prior to closing this transaction, together with proof as to the current status of said limited liability company in its state of origin. The Company reserves the right to make such additional requirements as it may deem necessary.
8. Note: The following is for informational purposes only and is given without assurance or guarantee: 2014 taxes show **PAID** in the gross amount of \$5688.16 for Tax Identification No. 37-2N-27-0000-0001-0000.

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.

 <p>Schedule BII</p>	<p>First American</p>	<p>Commitment for Title Insurance</p> <p>ISSUED BY First American Title Insurance Company</p> <p>5011612 - 2080-3294614</p>
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Customer Reference Number: FA15-02/Tradeplex
 First American File Number: 2080-3294614

PART II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of 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. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
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. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2015 and subsequent years, which are not yet due and payable, and taxes and assessments levied and/or assessed subsequent to the date hereof.

The Standard Exception for any minerals or mineral rights leased, granted or retained by current or prior owners is hereby deleted.

9. Easement recorded in Book 739, page 1275.
10. Terms, Conditions and Restrictions contained in Deed recorded in Book 1486, page 1411.
11. Allocation of Development Rights and Trips as set forth in instrument recorded in Book 1549, page 1582.
12. Agreement Not to Encumber or Transfer Property as set forth in instrument recorded in Book 1549, page 1590 as partially released in Book 1594, page 462. Note: This exception will be deleted upon compliance with Item 5 of Schedule B-1.

Customer Reference Number: FA15-02/Tradeplex
First American File Number: 2080-3294614

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 is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

Rogers Towers
1301 Riverplace Boulevard , Suite 1500
Jacksonville , FL 32207
Phn - (904)346-5794
Fax - (904)348-5836

01/28/2015

Re: Customer Reference Number: **FA15-02/Tradeplex**
First American File Number: **2080-3294614**

Property Address: **East Sr 200, Yulee, FL 32097**

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.

An order has been placed with this company for a title insurance policy. 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 the above address or fax number prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

1. Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
2. Information about your transactions with us, our affiliated companies, or others; and
3. Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

JAN. 31. 2008 11:41AM

T AMERICAN EXCHA

NO. 8183 P. 4

EXHIBIT "A"

PARCEL NO. 2

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 37, TOWNSHIP 2 NORTH, A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 51, TOWNSHIP 3 NORTH, A PORTION OF THE JOHN D. VAUGHN GRANT, SECTION 38, TOWNSHIP 2 NORTH, AND A PORTION OF THE JOHN D. VAUGHN GRANT, SECTION 52, TOWNSHIP 3 NORTH, ALL LYING IN RANGE 27 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF GENE LASSERRE BOULEVARD (A 125-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200/A-1-A (A VARIABLE WIDTH RIGHT OF WAY AS ESTABLISHED BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION NO. 74060-2503), SAID POINT BEING AT RIGHT OF WAY STATION 301+46.73 AS SHOWN ON SAID DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION NO. 74060-2503; THENCE NORTH 05°15'01" EAST ALONG SAID CENTERLINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 202.24 FEET TO A POINT OF CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 711.05 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°25'27" AN ARC DISTANCE OF 290.70 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 06°27'43" WEST, 288.68 FEET; THENCE NORTH 18°10'26" WEST, A DISTANCE OF 1339.58 FEET; THENCE NORTH 71°49'34" EAST, DEPARTING SAID CENTERLINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 62.50 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID GENE LASSERRE BOULEVARD, SAID POINT BEING THE MOST SOUTHERLY CORNER OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 1065, PAGE 1767 OF SAID NASSAU COUNTY, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE NORTH 32°53'57" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF GENE LASSERRE BOULEVARD, AND ALONG THE SOUTHEASTERLY LINE OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 1065, PAGE 1767, A DISTANCE OF 1465.20 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SEABOARD COASTLINE RAILROAD (A 120.00 FOOT WIDE); THENCE SOUTH 82°46'53" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 659.56 FEET TO A FOUND 4"x4" CONCRETE MONUMENT IDENTIFIED AS PLS 2445, SAID CONCRETE MONUMENT BEING THE NORTHWESTERLY CORNER OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 579, PAGE 407, SAID PARCEL 85-1(C), OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 00°10'38" WEST, ALONG THE WESTERLY LINE OF SAID LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 579, PAGE 407, PARCEL 85-1(C), A DISTANCE OF 1588.54 FEET; THENCE NORTH 82°08'36" WEST, A DISTANCE OF 1238.04 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID GENE LASSERRE BOULEVARD; THENCE NORTH 18°10'26" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 500.61 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 37, TOWNSHIP 2 NORTH, A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 51, TOWNSHIP 3 NORTH, A PORTION OF THE JOHN D. VAUGHN GRANT, SECTION 38, TOWNSHIP 2 NORTH, AND A PORTION OF THE JOHN D. VAUGHN GRANT, SECTION 52, TOWNSHIP 3 NORTH, ALL LYING IN RANGE 27 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED

AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF GENE LASSERRE BOULEVARD (A 125-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200/A-1-A (A VARIABLE WIDTH RIGHT OF WAY AS ESTABLISHED BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION NO. 74060-2503), SAID POINT BEING AT RIGHT OF WAY STATION 301+46.73 AS SHOWN ON SAID DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION NO. 74060-2503; THENCE NORTH 05°15'01" EAST ALONG SAID CENTERLINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 202.24 FEET TO A POINT OF CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 711.05 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°25'27" AN ARC DISTANCE OF 290.70 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 06°27'43" WEST, 288.68 FEET; THENCE NORTH 18°10'26" WEST, A DISTANCE OF 419.15 FEET; THENCE NORTH 71°49'34" EAST, DEPARTING SAID CENTERLINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 62.50 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID GENE LASSERRE BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 18°10'26" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 389.82 FEET; THENCE SOUTH 82°08'36" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 1238.04 FEET TO THE WESTERLY LINE OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 579, PAGE 407, SAID PARCEL 85-1(C), OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 00°10'38" WEST, ALONG THE WESTERLY LINE OF SAID LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 579, PAGE 407, PARCEL 85-1(C), A DISTANCE OF 353.45 FEET; THENCE NORTH 82°08'36" WEST, A DISTANCE OF 1114.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID GENE LASSERRE BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING.

JAN. 31. 2008 11:42AM
PARCEL NO. 4

F T AMERICAN EXCHA

NO. 9183 P. 5

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 37, TOWNSHIP 2 NORTH, A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 51, TOWNSHIP 3 NORTH, A PORTION OF THE JOHN D. VAUGHN GRANT, SECTION 38, TOWNSHIP 2 NORTH, AND A PORTION OF THE JOHN D. VAUGHN GRANT, SECTION 52, TOWNSHIP 3 NORTH, ALL LYING IN RANGE 27 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF GENE LASSERRE BOULEVARD (A 125-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200/A-1-A (A VARIABLE WIDTH RIGHT OF WAY AS ESTABLISHED BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION NO. 74060-2503) SAID POINT BEING AT RIGHT OF WAY STATION 301+46.73 AS SHOWN ON SAID DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION NO. 74060-2503; THENCE NORTH $05^{\circ}15'01''$ EAST ALONG SAID CENTERLINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 202.24 FEET TO A POINT OF CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 711.05 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $23^{\circ}28'27''$ AN ARC DISTANCE OF 290.70 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $06^{\circ}27'43''$ WEST, 288.68 FEET; THENCE NORTH $18^{\circ}10'26''$ WEST, A DISTANCE OF 448.15 FEET; THENCE NORTH $71^{\circ}49'34''$ EAST, DEPARTING SAID CENTERLINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 62.50 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID GENE LASSERRE BOULEVARD; THENCE SOUTH $82^{\circ}08'36''$ EAST, A DISTANCE OF 1114.20 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 579, PAGE 407, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING.

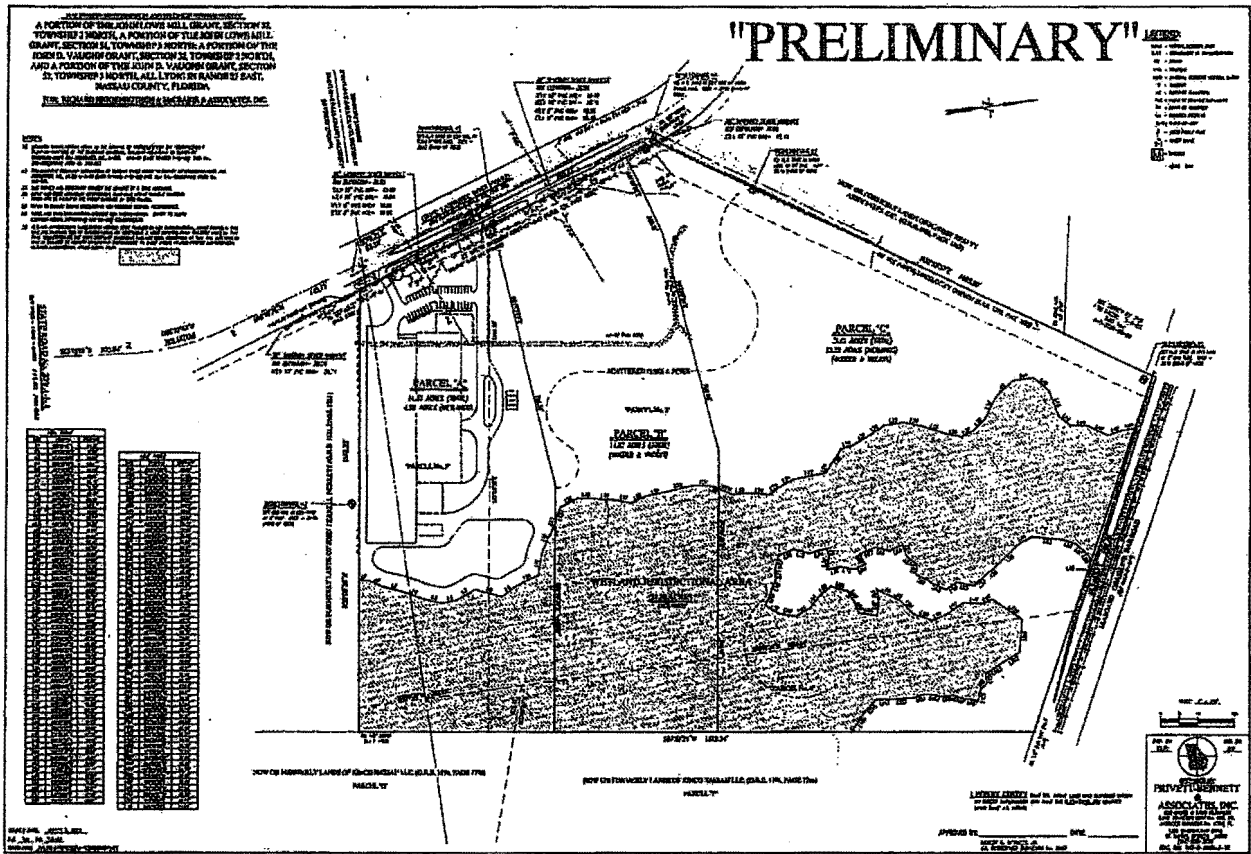
THENCE NORTH $00^{\circ}10'38''$ EAST, ALONG SAID WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 579, PAGE 407, A DISTANCE OF 353.45 FEET; THENCE NORTH $00^{\circ}10'38''$ EAST, ALONG SAID WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 579, PAGE 407, A DISTANCE OF 1583.54 FEET TO $4\frac{1}{2}$ " CONCRETE MONUMENT IDENTIFIED AS BEING "PLS 2445", SAID CONCRETE MONUMENT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF

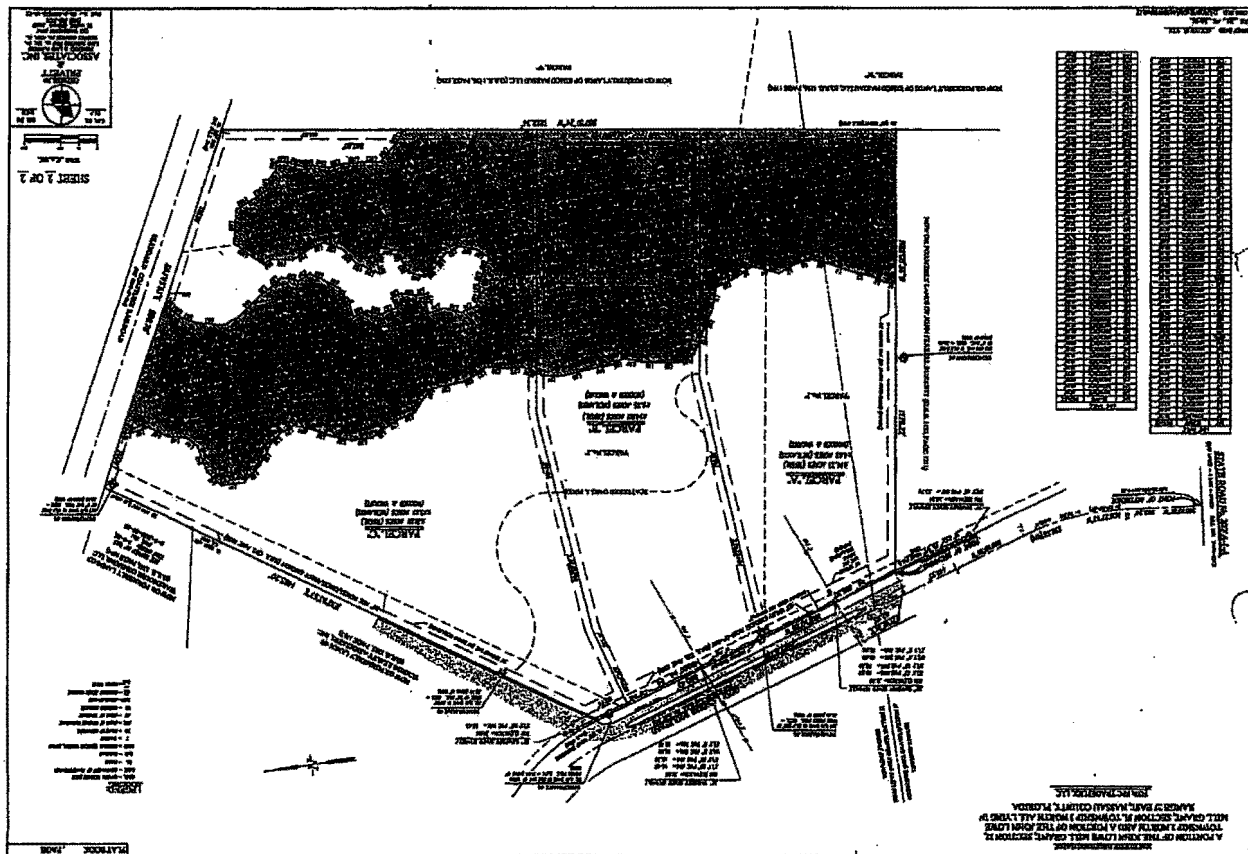
SEABOARD COASTLINE RAILROAD (A 120.00 FOOT WIDE RIGHT OF WAY); THENCE SOUTH $63^{\circ}45'57''$ EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 340.22 FEET TO A $1/2$ " IRON PIPE IDENTIFIED AS "RLS 2841", SAID $1/2$ " IRON PIPE BEING AT THE NORTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 950, PAGE 96, OF SAID PUBLIC RECORDS; THENCE SOUTH $07^{\circ}51'24''$ WEST, ALONG THE WESTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 950, PAGE 96, A DISTANCE OF 1812.34 FEET TO A FOUND $1/2$ " IRON PIPE NO IDENTIFICATION, THENCE NORTH $82^{\circ}08'36''$ WEST, A DISTANCE OF 64.02 FEET TO THE POINT OF BEGINNING.

SAID PARCELS 2, 3 AND 4 ALSO KNOWN AS THE FOLLOWING DESCRIBED OVERALL PARCEL:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 37, TOWNSHIP 2 NORTH, A PORTION OF THE JOHN LOWE (MILL GRANT), SECTION 51, TOWNSHIP 3 NORTH, A PORTION OF THE JOHN D. VAUGHN GRANT, SECTION 38, TOWNSHIP 2 NORTH, AND A PORTION OF THE JOHN D. VAUGHN GRANT, SECTION 52, TOWNSHIP 3 NORTH, ALL LYING IN RANGE 27 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF GENE LASSERRE BOULEVARD (A 125-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200/A-1-A (A VARIABLE WIDTH RIGHT OF WAY AS ESTABLISHED BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION NO. 74060-2503) SAID POINT BEING AT RIGHT OF WAY STATION 301+46.73 AS SHOWN ON SAID DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION NO. 74060-2503; THENCE NORTH $05^{\circ}15'01''$ EAST ALONG SAID CENTERLINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 202.24 FEET TO A POINT OF CURVATURE OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 711.05 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $23^{\circ}28'27''$ AN ARC DISTANCE OF 290.70 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $06^{\circ}27'43''$ WEST, 288.68 FEET; THENCE NORTH $18^{\circ}10'26''$ WEST, A DISTANCE OF 448.15 FEET; THENCE NORTH $71^{\circ}49'34''$ EAST, DEPARTING SAID CENTERLINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 62.50 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID GENE LASSERRE BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH $18^{\circ}10'26''$ WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 890.43 FEET TO THE MOST SOUTHERLY CORNER OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 1065, PAGE 1767 OF SAID NASSAU COUNTY; THENCE NORTH $92^{\circ}53'57''$ EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF GENE LASSERRE BOULEVARD, AND ALONG THE SOUTHEASTERLY LINE OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 1065, PAGE 1767, A DISTANCE OF 1465.28 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SEABOARD COASTLINE RAILROAD (A 120.00 FOOT WIDE RIGHT OF WAY); THENCE SOUTH $63^{\circ}45'53''$ EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 999.78 FEET TO A $1/2$ " IRON PIPE IDENTIFIED AS "RLS 2841", SAID $1/2$ " IRON PIPE BEING AT THE NORTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 950, PAGE 96, OF SAID PUBLIC RECORDS; THENCE SOUTH $07^{\circ}51'24''$ WEST, ALONG THE WESTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 950, PAGE 96, A DISTANCE OF 1812.34 FEET TO A FOUND $1/2$ " IRON PIPE NO IDENTIFICATION, THENCE NORTH $82^{\circ}08'36''$ WEST, A DISTANCE OF 1178.22 FEET TO THE POINT OF BEGINNING.







SURVEYORS
&
LAND PLANNERS

PRIVETT & ASSOCIATES, INC.

1201 SHADOWLAWN DRIVE
ST. MARYS, GEORGIA 31558

Telephone: 912/882-3738
Fax: 912/882-2729
Email: privett@gate.net

OCTOBER 23, 2008

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF THE JOHN LOWE MILL GRANT, SECTION 37, TOWNSHIP 2 NORTH, AND A PORTION OF THE JOHN LOWE MILL GRANT, SECTION 51, TOWNSHIP 3 NORTH, ALL LYING IN RANGE 27 EAST, NASSAU COUNTY, FLORIDA: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF GENE LASSERRE BOULEVARD (A 125-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 200/A-1-A (A VARIABLE WIDTH RIGHT-OF-WAY AS ESTABLISHED BY DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION No. 74060-2503), SAID POINT BEING AT RIGHT-OF-WAY STATION 301+46.73 AS SHOWN ON SAID DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION No. 74060-2503; THENCE NORTH 05°-15'-01" EAST ALONG SAID CENTERLINE OF GENE LASSERRE BOULEVARD, A DISTANCE OF 202.24 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID CENTERLINE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 711.05 FEET, A CHORD DISTANCE OF 288.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 06°-27'-43" WEST; RUN THENCE NORTH 18°-10'-26" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 449.15 FEET TO A POINT; RUN THENCE NORTH 71°-49'-34" EAST, A DISTANCE OF 62.50 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID GENE LASSERRE BOULEVARD FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 18°-10'-26" WEST, ALONG AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 890.43 FEET TO THE SOUTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OF SUNRISE REALTY ASSOCIATES, INC. ACCORDING TO DEED RECORDED IN BOOK 1065, PAGE 1767, OFFICIAL RECORDS OF SAID COUNTY; RUN THENCE NORTH 32°-53'-57" EAST, ALONG THE SOUTHEASTERLY LINE OF LAST MENTIONED LANDS AND THE NORTHEASTERLY PROLONGATION THEREOF, A DISTANCE TO 1465.20 FEET TO THE NORTHEAST CORNER OF LANDS NOW OR FORMERLY OF WAREHOUSE COMMONS, LLC ACCORDING TO DEED RECORDED IN BOOK 1373, PAGE 1014, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SEABOARD COASTLINE RAILROAD (A 120-FOOT RIGHT-OF-WAY); RUN THENCE SOUTH 63°-45'-53" EAST, ALONG LAST MENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 999.78 FEET TO THE NORTHWEST CORNER OF LANDS NOW OR FORMERLY OF KIMCO NASSAU LLC ACCORDING TO DEED RECORDED IN BOOK 1196, PAGE 1796, OFFICIAL RECORDS OF SAID COUNTY; RUN THENCE SOUTH 07°-51'-24" WEST, ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1812.34 FEET TO THE NORTHEAST CORNER OF LANDS NOW OR FORMERLY OF JOHN FERRELL BURKETT, ACCORDING TO DEED RECORDED IN BOOK 1183, PAGE 1211, OFFICIAL RECORDS OF SAID COUNTY; RUN THENCE NORTH 82°-08'-36" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1178.22 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 60.16 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS WHICH MAY LIE WITHIN.







NEW ROAD

Designed &
Permitted
(875 ft.+/-)

New Paved
Road
(900 ft. +/-)

Preserve/Reserved
Wetland (3.46 ac. +/-)

-  Parcel
-  Offsite Wetland Impact (0.33 ac.±)
-  Onsite High Quality Wetland Impact (0.40 ac.±)
-  Potential Low Quality Wetland (0.82 ac.±)



Source(s): Nassau County PAO; ESRI World Imagery Basemap

Disclaimer: The information depicted on this figure is for conceptual purposes only, serves to aid a licensed engineer or geologist in rendering professional services, and is subject to review and approval by appropriate regulatory agencies.



ENVIRONMENTAL SERVICES, INC.
 7220 Financial Way, Suite 100
 Jacksonville, Florida 32256
 (904) 479-2200
 (904) 479-2112 Fax
www.environmentalservicesinc.com

Wetland Verification
Crane Island / Nassau Tradeplex
 Nassau County, Florida

Project: EJ14301.00
 Date: Jun. 2015
 Drwn/Chkd: JRN/VRT
 Figure: 1

EXHIBIT "E"

Prepared By and Return to:
Emily G. Pierce, Esq.
Rogers Towers, P. A.
1301 Riverplace Blvd., Suite 1500
Jacksonville, Florida 32207

DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, The Commercial Range at Amelia LLC, a Florida limited liability company (hereinafter, the "Declarant"), is the fee simple owner of certain property located in Nassau County, Florida, as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter, "Declarant's Property"); and,

WHEREAS, the fee simple owners of four lots adjacent to the Declarant's Property, as more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof (hereinafter, "Benefited Property"), have requested that Declarant restrict Declarant's Property as set forth below; and,

NOW THEREFORE, for and in consideration of the premises, the Declarant, for itself and its successors and assigns, does hereby place upon Declarant's Property, for the use and benefit of the owners of the Benefited Property, and their successors and assigns (the "Benefited Parties"), the following covenants and restrictions, to run with the title thereto and the grantees of any deed or other instrument conveying any Declarant's Property, or any portion thereof, shall be deemed, by the acceptance of such deed or other instrument, to have agreed to all of such provisions and to have covenanted to observe, comply with, and be bound by all of such provisions, as set forth below.

1. **EXTERIOR ILLUMINATION.**
Any exterior lighting, including but not limited to building and yard landscaping lighting shall light only building, landscaping, parking, and walkway areas on the northern side of Declarant's Property to limit unreasonable glare on any of the Benefited Property.
2. **REQUIRED BERM AND LANDSCAPING.**
Declarant shall install, landscape and maintain an earthen berm along the northern side of Declarant's Property, with a minimum height of six feet (the "Berm"). Landscaping shall include indigenous plants to the extent possible.
3. **DRAINAGE.**
Declarant shall construct a stormwater channel as permitted by the St. Johns River Water Management District along the southern side of the Berm, along the

northern property line, to contain stormwater runoff from the Berm, to prevent overflow the Benefited Property.

4. RECREATION FACILITIES.
Any recreational facilities, if any, located on Declarant's Property shall not be situated adjacent to the northern property line of Declarant's Property.
5. SETBACK.
The setback abutting the Benefited Property shall be a minimum of forty feet.
6. DUMPSTER.
Any dumpster(s) located on the Declarant's Property shall be situated a minimum of twenty feet adjacent to the West side of the Declarant's Property and a minimum of one hundred feet adjacent to the northern property line.
7. HEIGHT REQUIREMENTS.
Maximum building height shall be thirty-five feet.
8. GROUP HOMES.
No group home shall be allowed on Declarant's Property.
9. ASSISTED-LIVING FACILITIES/ALF.
If an assisted-living facility is constructed on Declarant's Property, said facility, if constructed adjacent to the northern property line, will be limited to two (2) stories in height. Any such facility constructed adjacent to the southern property line will be subject to the standard height limitations set forth in Section 7 above.
10. BINDING EFFECT.

This instrument and the rights hereunder shall be deemed to be covenants running with the title to the Declarant's Property and the Benefited Property and shall remain in full force and effect until the owner of the Declarant's Property, and the four owners of the Benefited Property record in the public records of Nassau County, Florida an instrument terminating or amending this instrument.

11. AMENDMENT.
This Declaration may be amended by the Declarant evidenced by an instrument, executed by the Declarant and the four owners of the Benefited Property, and recorded in the public records of Nassau County, Florida.

[The rest of this page intentionally left blank]

IN WITNESS WHEREOF, the Declarant has set his hand this ____ day of _____, 2015.

“DECLARANT”

**THE COMMERCIAL RANGE AT
AMELIA LLC, a Florida limited liability
company**

Name:

Name:

By: _____

Name: _____

Its: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____, as _____, of The Commercial Range at Amelia LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Name: _____
(Notarial Seal)

EXHIBIT "A"
Declarant's Property

EXHIBIT "B"
Benefited Property

1. Property: LOT 25 RIVER OAKS OF AMELIA 2 PB 6/111
Address: 202 Rowan Oak Place,
Parcel Number: 00-00-30-0560-0025-0000

Owner: Marc D. & Brandi L. Lawing
202 Rowan Oak Place
Fernandina Beach, FL 32034

2. Property: LOT 26 RIVER OAKS OF AMELIA 2 PB6/111
Address: 200 Rowan Oak Place,
Parcel Number: 00-00-30-0560-0026-0000

Owner: Mary K. Baxter Revocable Trust
Robert & Mary Baxter Trustees
95235 Mackinas Circle
Fernandina Beach, FL 32034

3. Property: LOT 27 RIVER OAKS OF AMELIA 2 PB6/111
Address: 196 Rowan Oak Place,
Parcel Number: 00-00-30-0560-0027-0000

Owner: GSAMP Trust 2007-NC1
US Bank NA Trustee
c/o Carlfield Okon Salomone
500 S Australian Ave STE 730
West palm Beach, FL 33401

4. Property: LOT 28 RIVER OAKS OF AMELIA 2 PB6/111
Address: 3058 Riverside Drive
Parcel Number: 00-00-30-0560-0028-0000

Owner: Jonathan M. & Susan L. Rowe
3058 Riverside Drive
Fernandina Beach, FL 32034

EXHIBIT "D"

NEWS LEADER

AMELIA ISLAND • FERNANDINA BEACH • NASSAU COUNTY

Published Weekly

511 Ash Street/P.O. Box 16766 (904) 261-3696
Fernandina Beach, Nassau County, Florida 32035

STATE OF FLORIDA COUNTY OF NASSAU:

Before the undersigned authority personally appeared
Michael B. Hankins

Who on oath says that he is the Advertising Director of the
Fernandina Beach News-Leader, a weekly newspaper published at
Fernandina Beach in Nassau County, Florida; that the attached
copy of advertisement, being a Legal Notice in the matter of

PUBLIC NOTICE NOTICE OF EXCHANGE OF REAL PROPERTY 9/14/2015

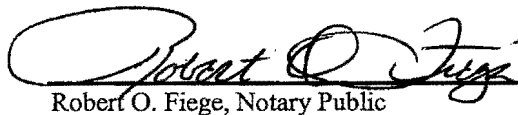
Was published in said newspaper in the issues of


9/02 & 9/09/2015
Ref #5518

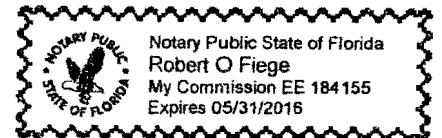
Affiant further says that the said Fernandina Beach News-Leader is
a newspaper published at Fernandina Beach, in said Nassau
County, Florida and that the said newspaper has heretofore been
continuously published in said Nassau County, Florida, each week
and has been entered as second class mail matter at the post office
in Fernandina Beach in said Nassau County, Florida, for a period
of one year next preceding the first publication of the attached copy
of advertisement; and Affiant further says that he has neither paid
nor promised any the purpose of securing this advertisement for
publication in the said newspaper.



Sworn to and subscribed before me
This 9th day of September A.D. 2015.


Robert O. Fiege, Notary Public

 Personally Known



PUBLIC NOTICE
NOTICE OF EXCHANGE OF REAL PROPERTY
NOTICE IS HEREBY GIVEN THAT pursuant to Section 123.07, Florida Statutes, the Board of County Commissioners of Nassau County, Florida, will hold a public hearing on 9/14/15 at 9:00 a.m. or soon thereafter, the matter may be heard on September 14, 2015, in the Commission Chambers, located at the James A. Cox Governmental Center, 90155 Nassau Pkwy, Yulee, Florida, and will consider and may take action on a resolution authorizing the exchange of real property under purchase contract to the Commercial Range of Amelia, LLC, located at 6600 Gene Lassara Blvd, Yulee, Florida 32097, and identified as Parcel No. 37-21-27-1330-001-000, presently owned by Nassau County, Florida, located at 3143 Bailey Road, Fernandina Beach, Florida 32034, identified as Parcel No. 10-00-30-04B-052-000. The County property is located on Bailey Road and the Commercial Range of Amelia, LLC property is located on Gene Lassara Boulevard. Both properties are located in Nassau County, Florida. Copies of the Agreement for the exchange, which contains all terms and legal descriptions and a copy of the proposed Property Improvements Exhibit (D) are available for public inspection at the following locations:
County Manager's Office
90135 Nassau Pkwy, Suite 200
Yulee, FL 32097
8:00 am and 5:00 pm
Monday through Friday, excluding legal holidays.
Clerk's Office
Robert M. Foster
Justice Center
7417 Veterans Way
Yulee, FL 32097
8:00 am and 5:00 pm
Monday through Friday, excluding legal holidays.
Copies of the Agreement and a copy of the proposed Property Improvements Exhibit (D) are also available on line at www.nassaucounty.com.
The resolution, if approved, will approve the exchange of the real property and the terms of a proposed agreement falling forth the terms of the agreement.
THE PUBLIC IS INVITED TO BE PRESENT AND BE HEARD. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND THAT FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE EVIDENCE AND TESTIMONY UPON WHICH THE APPEAL IS TO BE BASED.

* Individuals with disabilities needing a reasonable accommodation in order to participate in the program or hearing, should contact the Office of the Ex-Officio Clerk at (904) 261-2600 or Florida Relay Service at 1-800-955-8770 (V) or 1-800-955-8771 (TDD), at least 10 days in advance to request such accommodation.
ATTENTION:
JOHNA CRAWFORD
EX-OFFICIO CLERK
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA
PATE EDWARDS, CHAIRMAN
21-9-02-00-2015
5518

