

THIS INSTRUMENT PREPARED BY:
Emily G. Pierce, Esq.
Rogers Towers, P.A.
1301 Riverplace Blvd, Suite 1500
Jacksonville, Florida 32207

Inst: 202045007592 Date: 03/09/2020 Time: 10:37AM
Page 1 of 24 B: 2344 P: 1794, Doc Type: AGR
John A. Crawford, Clerk of Court, Nassau County,
By: RG, Deputy Clerk

TRANSPORTATION MOBILITY CONTRIBUTION CREDIT AGREEMENT

THIS TRANSPORTATION MOBILITY CONTRIBUTION CREDIT AGREEMENT (“Agreement”), is made this 28th day of October, 2019, by and between **THREE RIVERS DEVELOPERS, LLC**, a Delaware limited liability company, its successors or assigns, (“Developer”) and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (the “County”).

WHEREAS, Article III of Nassau County Ordinance No. 2014-16, as codified in Appendix E of the Nassau County Code of Ordinances (the “**Mobility Fee Ordinance**”) provides that all New Construction, as that term is defined in the Mobility Fee Ordinance, must contribute its fair share to the cost of required vehicular and multi-modal improvements and additions required to accommodate the traffic, both vehicular and non-vehicular, generated by such growth (a “**Mobility Fee**”); and

WHEREAS, the Mobility Fee must be paid upon the issuance of a Building Permit, as that term is defined in the Mobility Fee Ordinance, and as further set forth in Article II of the Mobility Fee Ordinance; and

WHEREAS, Section 3.02 of the Mobility Fee Ordinance allows for Mobility Fee credits for the donation of land or for the construction of Off-Site Improvement to the County Transportation System, as that term is defined in the Mobility Fee Ordinance, pursuant to a development permit or made voluntarily in connection with New Construction; and

WHEREAS, Developer owns approximately 1,546 acres which are described in **Exhibit “A”** attached hereto (the **“Property”**); and

WHEREAS, the Property is a Development of Regional Impact pursuant to Resolution 2006-126, as amended (the **“Three Rivers DRI”**), and

WHEREAS, Special Condition 24 of the Three Rivers DRI, adopted in Resolution 2015-64, a copy of which is attached hereto as **Exhibit “B,”** requires certain contributions from Developer in funded transportation improvements and/or cash payments to offset impacts of the Three Rivers DRI development including a contribution of \$50,000 which has already been paid and a contribution of \$3,547,000 (in 2005 dollars) to FDOT or Nassau County prior to issuance of any permits for vertical construction of Phase 2 of the development; and

WHEREAS, in the future, in addition to the contributions required under Special Condition 24, Developer may construct certain improvements to S.R. 200/A1A and/or Edwards Road and may donate land towards these improvements in coordination with the County, and

WHEREAS, Special Condition 31 of the Three Rivers DRI, provides:

Impact fee credits towards any present or future impact fees that may be adopted by Nassau County shall be allowed for any contribution of land, money (including, but not limited to, contributions or construction pursuant to “pipelining” responsibilities) or improvements made by the Developer or the Community Development District, as the case may be, for public facilities pursuant to the guidelines stipulated in Section 380.06(16), F.S. (2005), and the Nassau County impact fee ordinance, as it may be amended. The Developer proposes and the County agrees that, in the event that any contributions of land, money (including contributions or construction pursuant to “pipelining” responsibilities), or improvements funded or constructed with funds from a Community Development District are required by then current law to give rise to impact fee credits to the Community Development District, then such impact fee credits shall be established in the name of the Community Development District.; and

WHEREAS, the contributions required pursuant to Special Condition 24, along with the possible donation of land and/or construction of additional improvements to S.R. 200/A1A and

Edwards Road are eligible for impact fee credits pursuant to Special Condition 31 of the Three Rivers DRI, the Mobility Fee Ordinance, and Section 163.3180, Florida Statutes, and the Board agrees to provide, credits against the Mobility Fees due as a result of development within the Three Rivers DRI pursuant to the Mobility Fee Ordinance and the terms and conditions of this Agreement (the “**Credit**”).

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

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by reference. The recitals form an integral part of this Agreement. When construing this Agreement, the parties shall refer to the recitals to the extent necessary to give full effect to the intent of the parties as reflected in this Agreement; provided, however, that if the recitals and a substantive provisions of this Agreement are in direct conflict and cannot be reconciled, then the substantive provision shall control.

2. **Credit.**

a. Entitlement to Credit. The Developer and the County agree that the Developer shall receive Credit against any Mobility Fee, Transportation Impact Fee, or similar type of transportation fee, due for development within the Three Rivers DRI as set forth below:

i. Upon execution of this Agreement, Developer is entitled to immediate credit for the \$50,000 contribution already made pursuant to Special Condition 24 of the Three Rivers DRI.

ii. Developer shall be entitled to credit immediately upon the submittal of evidence of the direct contribution of the \$3,547,000 (in 2005

dollars) to either FDOT or the County, or the submittal of evidence that such funds have been placed in an escrow account or a similar type of account payable to FDOT or the County when due, pursuant to Special Condition 24 of the Three Rivers DRI.

iii. At such time as the County and Developer agree upon a plan for specific improvements to S.R. 200/A1A or to Edwards Road, the County shall immediately issue Credit in an amount as calculated pursuant to Section 3.02E(2) of the Mobility Fee Ordinance, as such section may be amended from time to time.

iv. Upon the conveyance of any land to the County related to S.R. 200/A1A or to Edwards Road improvements, Developer shall be entitled to credit for the value of the land as calculated pursuant to Section 3.02E(1) of the Mobility Fee Ordinance, as such section amended and revised from time to time.

b. Transferability of Credit within the Three Rivers DRI. The Credit may be used, transferred, sold, or assigned, in whole or in part by Developer, or a designated transferee, for use within the Three Rivers DRI.

c. Transfer of Credit Outside of the Three Rivers DRI. If, at any time, the County authorizes the transfer, sale or assignment of credits to projects and property located outside of the boundaries of the Three Rivers DRI, Developer shall automatically be able to transfer any such credits, at Developer's option, to such projects and property subject to the then existing County rules, regulations and restrictions, applicable to such transfer and in compliance with the terms of this Agreement.

d. Credit Voucher System. Any transfer of the Credit shall be accomplished by the execution and delivery to the County of a notice in substantially the same form as **Exhibit “C”** (a “**Credit Voucher**”) which Credit Voucher shall identify the designated transferee and specify the amount of Credit being transferred. Only Developer, a designated transferee, or a buyer from Developer or a designated transferee is entitled to utilize the Credit. Upon request by Developer or a designated transferee, the County shall confirm in writing the effectiveness of any transfer so made for the benefit and protection of the parties.

e. Requirement that Credit Vouchers be Utilized. From and after the date that any portion of the Credit has been established and until such time as the amount due under the Mobility Fee Ordinance exceeds the amount of Credit, all developers and builders applying for building permits in connection with any vertical construction within the Three Rivers DRI shall be required to utilize a Credit Voucher in order to pay for Mobility Fees due for any such development. The County shall require a Credit Voucher prior to the issuance of a building permit for any vertical construction within the Three Rivers DRI until such time as the amount due under the Mobility Fee Ordinance exceeds the amount of Credit remaining.

3. **The County’s Obligations.** The County hereby covenants and makes the following commitments:

a. Ledger. The County shall maintain a ledger reflecting the Credit available against any Mobility Fee otherwise due.

b. Require Credit Vouchers. The County shall require that all builders within the Three Rivers DRI applying for building permits utilize a Credit Voucher in order to pay for the Mobility Fees due for any such development, until such time as all available Credit has been exhausted.

c. Exhaustion of Credit. In the event the Credit established herein is exhausted, the County shall advise the Developer in writing of said occurrence.

4. Developer's Obligations. The Developer hereby covenants and makes the following commitments:

a. Contributions. In compliance with Special Condition 24 of the Three Rivers DRI, Developer has already contributed \$50,000 to FDOT, and will contribute an additional \$3,547,000 (in 2005 dollars) to FDOT or Nassau County, when due.

b. Conveyance. Developer shall convey land to the County associated with improvements to S.R. 200/A1A or Edwards Roads at such time as agreed upon by and between Developer and the County. The conveyance may occur in one or multiple transactions and may be associated with improvements to one or both of the roads.

c. S.R. 200/A1A and/or Edwards Road Improvements. Developer shall coordinate with the County to make any agreed upon improvements to S.R. 200/A1A or Edwards Road, as contemplated by the parties. The improvements may occur at one time or may be done at multiple times and may be associated with one or both of the roads.

d. Improvement Construction Costs. Developer shall provide the County with cost estimates certified by a professional architect or civil engineer, as applicable, for all agreed upon improvements to either S.R. 200/A1A or Edwards Road, or both, in compliance with Section 3.02E(2) of the Mobility Fee Ordinance, as such section may be amended from time to time, so that the County can establish the credit due Developer (the "**Actual Construction Cost**").

e. Annual Report. So long as there remains any Credit, the Developer or its successor or assign shall prepare and deliver to the County at least on an annual basis a report

setting forth the amount of Credit transferred via Credit Vouchers and the remaining balance, if any, of Credit.

5. **Cooperation By and Between Parties.**

a. **Disagreement Regarding Amount of Credit.** If, based upon the Annual Report, the Developer and the County disagree as to the amount of Credit remaining as shown on the County's ledger, the parties agree to cooperate in order to ensure that the ledger accurately reflects the amount of Credit remaining.

b. **Challenge As to Credit Voucher(s).** If the Developer believes the County has accepted invalid Credit Voucher(s) or has otherwise processed Credit Voucher(s) improperly, the Developer may notify the County of the Developer's objection to the acceptance of any such Credit Voucher(s). Upon receipt of the Developer's objection, the County shall make any necessary adjustments to the County's ledger and take whatever steps are lawfully available to the County to withhold, suspend, or revoke any permits, plans or other approvals issued based upon the acceptance of such Credit Voucher(s). If the County determines that the Credit Voucher(s) to which the Developer objected are valid and were processed properly, then the County will restore any permits, plans or approvals issued based upon the acceptance of such Credit Voucher(s).

6. **Exhaustion of Credit.** At such time as the Credit provided for hereunder has been exhausted, Developer or any developer or builder seeking building permits within the Three Rivers DRI shall pay the County the Mobility Fees due and payable under the Mobility Fee Ordinance in effect at that time.

7. **Default and Remedies.**

a. **Event of Default.** It shall be an event of default hereunder if either party fails to perform its obligations hereunder or fails to abide by any of its promises and covenants hereunder.

b. **Notice, Cure.** No event of default as to any provision of this Agreement shall be claimed or charged by either party against the other until notice thereof has been given to the defaulting party in writing, and such default remains uncured for a period of thirty (30) days after such notice; provided, however, that if the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the party shall not be deemed to be in default if the party commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

c. **Remedies.**

i. **Mediation.** Should either party assert an event of default which remains uncured for more than thirty (30) days (or assert that the other party failed to commence such cure within said thirty (30) day period and thereafter diligently prosecute such cure as required above), the parties will attempt in good faith to resolve by mediation any controversy or claim arising out of or relating to such event of default prior to commencement of any litigation. If the parties are unable to agree upon a mediator to serve, the mediator shall be selected by the Chief Judge of the Circuit Court of the Fourth Judicial Circuit of the State of Florida upon application being made by either party. The mediation shall be set by the mediator. The mediation process shall be concluded within thirty (30) days

after the mediator is selected, unless the parties both agree to an extended mediation time period.

ii. **Litigation.** If the parties are unable to resolve the controversy or claim through mediation, each party shall have the right to pursue all available remedies at law or in equity, including, but not limited to the right to seek specific performance as to any provision of this Agreement. The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorneys' fees and costs from the defending party associated with said litigation.

8. **Miscellaneous Provisions.**

9. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when (a) hand delivered, or (b) delivered via Federal Express, UPS or other nationally recognized overnight courier service, receipt required, or (c) transmitted via email or facsimile, provided a copy is sent the next business day by method (a) or (b). Notices shall be deemed delivered on the date hand delivered or on the date shown on the receipt. All notices shall be addressed as follows:

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

With a copy to: Taco Pope
Planning & Economic Opportunity Director
Nassau County, Florida
96161 Nassau Place
Yulee, Florida 32097
tpope@nassaucountyfl.com

And: Michael Mullin
County Attorney
Nassau County, Florida
96135 Nassau Place, Suite 6
Yulee, Florida 32097
mmullin@nassaucountyfl.com

Developer: Liam O'Reilly
Three Rivers Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
LOReilly@GreenPointeLLC.com

With a copy to: Emily G. Pierce, Esq.
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207
epierce@rtlaw.com

- a. Binding Effect. The obligations of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the parties to this Agreement.
- b. Assignment. Developer shall advise the County, in writing, of any assignment of this Agreement.
- c. Covenants Running with the Land and Successors and Assigns. The obligations and entitlements created pursuant to this Agreement shall run with and bind the Property as covenants running with the land and this Agreement shall be binding upon and enforceable by and against the parties hereto, their successors, grantees and assigns. The obligations and entitlements of the Developer may be assigned or transferred to one or more parties, including but not limited to, developers, builders, property owners associations or to one or more community development districts, upon written notice to the County. The obligations and entitlements of the County may be assigned to another governmental entity upon written notice to the Developer.

d. Exhibits. All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

e. Captions or Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision hereof.

f. Amendment. This Agreement may be amended only by written amendment signed by both parties.

g. Venue. Exclusive venue to construe or enforce this Agreement shall be in the circuit court of and for Nassau County, Florida.

h. Governing Law. This Agreement, and the rights and obligations of the County and Developer hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida.

i. Agreement Executed in Counterparts. This Agreement may be executed in two or more counterparts, each of which is considered and shall be deemed to be an original, but only one agreement is intended hereby.

j. Effective Date. This Agreement and subsequent amendments hereto shall become effective the date they are approved by the parties.

Passed and Duly adopted by the Board of County Commissioners of Nassau County,
Florida this 28th day of October, 2019.

**ATTEST AS TO CHAIRMAN'S
SIGNATURE:**

By: [Signature]
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

ME5
10-29-19

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

By: [Signature]
JUSTIN M. TAYLOR
Its: Chairman

Approved as to form:

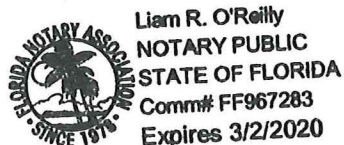
By: [Signature]
MICHAEL S. MULLIN
Its: County Attorney

THREE RIVERS DEVELOPERS, LLC, a
Delaware limited liability company

By: [Signature]
Name: Michael C. Taylor
Its: Vice President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 26th day of November, 2019 by Michael C. Taylor, as VICE PRESIDENT of Three Rivers Developers, LLC, a Delaware limited liability company, on behalf of the company. S/he is ☒ personally known to me or ☐ has provided me with (insert type of identification) as satisfactory identification.



[Signature]
Notary Public, State of Florida
Name: LIAM O'REILLY

My Commission Expires 3-2-2020
My Commission Number is: FF967283

Exhibit A
Legal Description

PARCEL A

A PORTION OF SECTIONS 9 AND 10, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 88°33'22" WEST, ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 974.33 FEET TO THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 200 (A1A) (A VARIABLE WIDTH RIGHT-OF-WAY AS CURRENTLY ESTABLISHED) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°33'22" WEST, ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 1549.02 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1050, PAGE 800 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 06°04'20" EAST, ALONG SAID EASTERLY LINE, 296.32 FEET TO THE SOUTHERLY LINE OF SAID LANDS; THENCE SOUTH 88°33'22" WEST, ALONG SAID SOUTHERLY LINE, 299.55 FEET TO THE WESTERLY LINE OF SAID LANDS; THENCE NORTH 06°04'20" WEST, ALONG SAID WESTERLY LINE, 296.32 FEET TO THE AFORESAID NORTH LINE OF SECTION 9; THENCE SOUTH 88°33'22" WEST, ALONG SAID NORTH LINE, 410.50 FEET; THENCE SOUTH 26°32'28" WEST, 110.54 FEET; THENCE SOUTH 27°17'20" EAST, 112.08 FEET; THENCE SOUTH 83°09'20" EAST, 171.14 FEET; THENCE SOUTH 26°57'15" EAST, 189.89 FEET; THENCE SOUTH 13°47'00" EAST, 305.12 FEET; THENCE SOUTH 83°54'46" EAST, 174.52 FEET; THENCE SOUTH 05°49'27" EAST, 199.02 FEET; THENCE SOUTH 81°13'39" EAST, 144.06 FEET; THENCE SOUTH 49°49'29" EAST, 126.55 FEET; THENCE SOUTH 21°07'20" EAST, 130.97 FEET; THENCE SOUTH 38°10'00" EAST, 189.46 FEET; THENCE SOUTH 77°24'55" EAST, 130.05 FEET; THENCE SOUTH 36°38'15" EAST, 95.96 FEET; THENCE SOUTH 23°18'40" EAST, 79.92 FEET; THENCE SOUTH 20°27'40" WEST, 101.47 FEET; THENCE SOUTH 42°31'10" WEST, 208.76 FEET; THENCE SOUTH 31°39'09" EAST, 780 FEET MORE OR LESS, TO THE MEAN HIGH WATER LINE OF TOM MANN CREEK; THENCE SOUTHEASTERLY ALONG SAID MEAN HIGH WATER LINE AND THE MEANDERINGS THEREOF, AND ALONG THE MEAN HIGH WATER LINE OF BOGGY CREEK AND THE MEANDERINGS THEREOF, 3780 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 716, PAGE 1633, SAID PUBLIC RECORDS; THENCE SOUTH 57°36'07" EAST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS, 397.69 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 58°10'17" EAST, CONTINUING ALONG SAID NORTHEASTERLY LINE, 72.47 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LOGAN ROAD (A 60 FOOT RIGHT-OF-WAY AS ESTABLISHED); THENCE NORTH 51°19'32" EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 433.20 FEET TO AN ANGLE POINT; THENCE NORTH 51°03'16" EAST, CONTINUING ALONG SAID NORTHWESTERLY LINE, 595.67 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF POLICE LODGE ROAD (A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED, BEING MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 711, PAGE 1706, SAID PUBLIC RECORDS); THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES AND DISTANCES: COURSE NO. 1: NORTH 20°29'45" WEST, 3252.42 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 2: NORTHERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 996.86 FEET, AN ARC DISTANCE OF 343.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°38'19" WEST, 341.31 FEET TO THE POINT OF TANGENCY; COURSE NO. 3: NORTH 00°46'53" WEST, 723.06 FEET TO THE AFORESAID SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 200 (A1A); THENCE NORTH 82°46'55" WEST, ALONG LAST SAID LINE, 275.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 200 ACRES, MORE OR LESS

PARCEL B

A PORTION OF SECTIONS 9, 10, 11, 14, 15, THE W. LOFTON GRANT, SECTION 44, AND THE ROBERT HARRIS GRANT, SECTION 45, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 01°04'10" EAST, ALONG THE EAST LINE OF SAID SECTION 9, A DISTANCE OF 148.29 FEET TO THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 200 (A1A) (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) AND THE POINT OF BEGINNING; THENCE NORTH 82°46'55" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 648.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF POLICE LODGE ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 00°46'53" EAST, 714.62 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 2: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 936.86 FEET, AN ARC DISTANCE OF 322.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°38'19" EAST, 320.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH 20°29'45" EAST, 3315.67 FEET; THENCE SOUTH 69°30'15" WEST, 60.00 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID POLICE LODGE ROAD WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LOGAN ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 51°03'16" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 499.11 FEET TO THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 720, PAGE 1963, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 01°01'45" EAST, ALONG SAID EASTERLY BOUNDARY, 899.20 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS; THENCE SOUTH 88°42'51" WEST, 60.80 FEET TO A POINT ON THE WESTERLY LINE OF SECTION 15, SAID POINT HEREINAFTER REFERED TO AS REFERENCE POINT "A"; THENCE SOUTHEASTERLY ALONG A TRAVERSE LINE FOLLOWING THE MEANDERINGS OF BOGGY CREEK RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 65°44'20" EAST, 1108.97 FEET; COURSE NO. 2: SOUTH 73°13'20" EAST, 923.84 FEET; COURSE NO. 3: SOUTH 34°18'04" EAST, 1252.54 FEET; COURSE NO. 4: SOUTH 62°34'44" EAST, 1004.12 FEET; COURSE NO. 5: SOUTH 48°44'48" EAST, 913.35 FEET; COURSE NO. 6: SOUTH 18°11'58" EAST, 1646.63 FEET TO A POINT HEREINAFTER REFERED TO AS REFERENCE POINT "B"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE EASTERLY AND NORTHERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 200, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 82°46'55" EAST, 1763.43 FEET; COURSE NO. 2: NORTH 07°13'05" EAST, 34.00 FEET; COURSE NO. 3: SOUTH 82°46'55" EAST, 4306.10 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1533, PAGE 1651 OF SAID PUBLIC RECORDS; THENCE SOUTHERLY, NORTHEASTERLY AND EASTERLY, ALONG THE WESTERLY AND SOUTHERLY LINES OF LAST SAID LANDS, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 03°57'30" WEST, 128.96 FEET; COURSE NO. 2: SOUTH 12°29'20" EAST, 472.58 FEET; COURSE NO. 3: SOUTH 27°41'52" EAST, 582.37 FEET; COURSE NO. 4: NORTH 51°40'36" EAST, 402.26 FEET; COURSE NO. 5: NORTH 89°57'51" EAST, 763.55 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 08°10'18" EAST, 49.68 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 2: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 4086.51 FEET, AN ARC DISTANCE OF 869.35 FEET, SAID ARC BEING

SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 14°15'58" EAST, 867.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH 20°21'38" EAST, 168.46 FEET TO THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1521, PAGE 1321 OF SAID PUBLIC RECORDS; THENCE SOUTHWESTERLY, SOUTHERLY, EASTERLY, NORTHERLY AND NORTHEASTERLY, ALONG THE NORTHWESTERLY, WESTERLY, SOUTHERLY AND SOUTHEASTERLY LINES OF LAST SAID LANDS, RUN THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 61°05'54" WEST, 287.49 FEET; COURSE NO. 2: SOUTH 29°25'03" WEST, 66.67 FEET; COURSE NO. 3: SOUTH 22°36'39" WEST, 97.74 FEET; COURSE NO. 4: SOUTH 06°26'34" EAST, 148.74 FEET; COURSE NO. 5: NORTH 80°27'24" EAST, 188.89 FEET; COURSE NO. 6: NORTH 00°03'21" EAST, 95.86 FEET; COURSE NO. 7: NORTH 55°40'09" EAST, 116.85 FEET; COURSE NO. 8: NORTH 28°06'20" EAST, 140.53 FEET TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD AND THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3779.72 FEET, AN ARC DISTANCE OF 931.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°03'12" EAST, 929.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: SOUTH 05°59'38" EAST, 2635.19 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; COURSE NO. 3: SOUTH 06°28'24" EAST, 1354.14 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 518, PAGE 1229, SAID PUBLIC RECORDS; THENCE SOUTH 88°52'12" WEST, ALONG SAID LINE, 203.68 FEET; THENCE NORTH 79°50'18" WEST, 13.73 FEET; THENCE SOUTH 86°11'02" WEST, 57.36 FEET; THENCE SOUTH 88°52'12" WEST, 367.49 FEET; THENCE SOUTH 02°15'50" WEST, 160 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF NASSAU RIVER; THENCE SOUTHWESTERLY, WESTERLY, NORTHWESTERLY, SOUTHWESTERLY, AND SOUTHERLY, FOLLOWING THE MEANDERINGS OF SAID MEAN HIGH WATER LINE, 3920 FEET MORE OR LESS TO A POINT ON SAID MEAN HIGH WATER LINE, SAID POINT LYING NORTH 72°32'01" EAST, 1170 FEET MORE OR LESS FROM THE AFOREMENTIONED REFERENCE POINT "B"; THENCE SOUTH 72°32'01" WEST, THROUGH SAID REFERENCE POINT "B", 1215 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF BOGGY CREEK; THENCE WESTERLY, NORTHWESTERLY, NORTHERLY, NORTHEASTERLY, EASTERLY, SOUTHERLY, AND SOUTHEASTERLY, FOLLOWING THE MEANDERINGS OF SAID BOGGY CREEK, 11465 FEET MORE OR LESS TO ITS INTERSECTION WITH THE WESTERLY LINE OF SAID SECTION 15, SAID POINT LYING SOUTH 00°12'35" EAST, 270 FEET MORE OR LESS FROM THE AFOREMENTIONED REFERENCE POINT "A"; THENCE NORTH 00°12'35" WEST, 270 FEET MORE OR LESS TO THE SOUTHERLY BOUNDARY OF AFOREMENTIONED LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 720, PAGE 1963 OF THE OFFICIAL RECORDS OF SAID COUNTY AND SAID REFERENCE POINT "A" TO CLOSE.

CONTAINING 1346 ACRES, MORE OR LESS.

RESOLUTION NO. 2015- 64

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA CONSTITUTING THE THIRD AMENDMENT TO THE THREE RIVERS DEVELOPMENT OF REGIONAL IMPACT (DRI); AMENDING RESOLUTION 2006-126, AS AMENDED BY RESOLUTION 2008-77; AS AMENDED BY RESOLUTION 2012-93A; MODIFYING THE PROPORTIONATE SHARE CALCULATION AND MITIGATION PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 163.3180(5)(h), FLORIDA STATUTES; FINDING THAT THE PROPOSED CHANGE DOES NOT CONSTITUTE A SUBSTANTIAL DEVIATION REQUIRING ADDITIONAL DRI REVIEW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 28, 2006, Nassau County adopted Resolution No. 2006-126 constituting the development order (Development Order) for the Three Rivers Development of Regional Impact (DRI); and

WHEREAS, on February 25, 2008, Nassau County adopted Resolution 2008-77, constituting the first amendment of Development Order for the Three Rivers DRI; and

WHEREAS, on June 25, 2012, Nassau County adopted Resolution 2012-93A, constituting the second amendment of Development Order for the Three Rivers DRI; and

WHEREAS, on January 8, 2015, the successor the Developer of Three Rivers, Three Rivers timber, LLC, through Emily G. Pierce, Esq., filed a Notice of Proposed Change to the Development Order pursuant to Section 380.06(19)(e)2.6., Florida Statutes, and

WHEREAS, on March 12, 2015, the Northeast Florida Regional Council (NEFRC) submitted its report and recommendation on the amendment finding that the proposed changes do not constitute a substantial deviation as defined in Section 380.06(19), Florida Statutes, and

WHEREAS, the Board of County Commissioners has reviewed the said amendment, conducted a public hearing on April 27, 2015 at which all parties were afforded the opportunity to present evidence and testimony on this matter, and any member of the public requesting to do so was given an opportunity to present written or oral communications consistent with the adopted rules of procedure; and

WHEREAS, public notice of said hearing was provided in accordance with Section 380.06, Florida Statutes, and Chapter 125, Florida Statutes.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA:

1. The Three Rivers Development of Regional Impact development order is hereby amended by this Resolution in that Special Condition 24 is being deleted in its entirety and being replaced as set forth below. Unless specifically amended by the Resolution, all other terms and conditions of Resolution 2006-126, as amended by Resolution 2008-77, and as amended by Resolution 2012-93A and the attachments incorporated by reference thereto remain in full force and effect.
2. The Findings of Fact and Conclusions of Law stated in Resolution 2006-126, as amended by Resolution 2012-93A, remain true and correct and are restated as if fully set forth herein.
3. The Nassau County Board of County Commissioners has reviewed the proposed changes to the Three River Development of Regional Impact development order and has determined that such changes do not constitute a substantial deviation as that term is defined in Section 380.06(19), Florida Statutes.
4. The changes proposed to the Three River DRI by this third amendment, as conditioned herein, are consistent with the Nassau County Comprehensive Plan and Land Development Code.
5. The legal description of the property comprising the Three Rivers Development of Regional Impact is incorporated herein as Exhibit "A."
6. Special Condition 24 is deleted in its entirety and replaced as follows:
 24. **Transportation.** To meet concurrency requirements, pursuant to Section 163.3180(5), F.S. (2014), the Developer will contribute \$3,547,000 (proportionate-share contribution) in funded transportation improvements and/or cash payments to offset the impacts of the Three Rivers DRI development to the regional transportation system, as described below.
 - (a) Developer has contributed \$50,000 to FDOT to be used for the preparation of an Interchange Operational Analysis Report.
 - (b) Construction of Phase 1 of Three Rivers will not result in any transportation deficiencies on significantly impacted roads or facilities. Thus, no proportionate share contributions are required for Phase 1. However, the Developer shall be responsible for any applicable Nassau County impact fees, mobility fees, or other transportation concurrency mitigation requirements associated with the development of Phase 1 and any such fees or mitigation will be paid in accordance with Nassau County's ordinances, rules and regulations.

- (c) Prior to issuance of any permits for vertical construction in Phase 2 of Three Rivers, the Developer will be responsible for contributing \$3,547,000 (in 2005 dollars) to FDOT or Nassau County as set forth below:
- (1) If FDOT and/or Nassau County programs mobility improvements on any of the significantly and adversely impacted corridors/links set forth in Table 1 attached to this NOPC, Developer shall contribute its proportionate share to the entity responsible for implementing such program (either FDOT or Nassau County).
 - (2) If no mobility improvements are programmed on any of the significantly impacted and adversely corridors/links set forth in Table 1 attached to this NOPC prior to issuance of permits for Phase 2 of Three Rivers, then the proportionate share shall be contributed to Nassau County for the construction of improvements to a regionally significant facility(ies) as agreed upon by the County and Developer.
- (d) **Site Access Improvements.** The Developer shall be responsible for all necessary improvements at the project entrances, including but not limited to turn lanes, traffic signals, acceleration and deceleration lanes, etc., as determined necessary by Nassau County and FDOT, at both access points at S.R. 200.
- (e) **Transit.** In the event that public transit service is provided to Three Rivers, transit passenger shelters and transit bays shall be constructed, as determined necessary by the transit provider, to facilitate transit service.
- (f) **Bicycle and Pedestrian Connections.** In order to promote alternative forms of transportation, the Developer shall provide a comprehensive system of bicycle paths and pedestrian walkways or multi-use trails throughout the Three Rivers DRI. All residential development shall be connected to employment and shopping areas via this path system.
- (g) The ADA included off-site intersection and SR 200/A1A analyses and no additional study or mitigation beyond those items in the First Sufficiency Response (pages 21-23 and 21-34) shall be required by the Developer to obtain FDOT access permits.

- (h) Unused development rights from a particular phase carry over into subsequent phases until build-out.
7. Nassau County will render a copy of this Third Amendment to the Development Order to the Florida Department of Economic Opportunity, Office of Comprehensive Local Planning, the Northeast Florida Regional Council, and the Developer.

**PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF
NASSAU COUNTY, FLORIDA, THIS 27th DAY OF April, 2015.**

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



**PAT EDWARDS
CHAIRMAN**

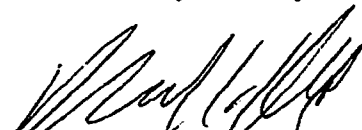
**ATTEST AS TO CHAIRMAN'S
SIGNATURE:**



**JOHN A. CRAWFORD
EX-OFFICIO CLERK**

MES
04-28-15

**Approved as to form by the
Nassau County Attorney:**



MICHAEL S. MULLIN

EXHIBIT "A"

LEGAL DESCRIPTION FOR DRIPARCEL A (THREE RIVERS TIMBER, LLC)

A PORTION OF SECTIONS 9 AND 10, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 88°28'22" WEST, ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 574.83 FEET TO THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 200 (A1A) (A VARIABLE WIDTH RIGHT-OF-WAY AS CURRENTLY ESTABLISHED) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°28'22" WEST, ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 1849.02 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1081, PAGE 800 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 05°14'20" EAST, ALONG SAID EASTERLY LINE, 296.82 FEET TO THE SOUTHERLY LINE OF SAID LANDS; THENCE SOUTH 88°49'21" WEST, ALONG SAID SOUTHERLY LINE, 296.82 FEET TO THE WESTERLY LINE OF SAID LANDS; THENCE NORTH 05°14'20" WEST, ALONG SAID WESTERLY LINE, 296.82 FEET TO THE AFORESAID NORTH LINE OF SECTION 9; THENCE SOUTH 88°28'22" WEST, ALONG SAID NORTH LINE, 410.50 FEET; THENCE SOUTH 24°22'28" WEST, 110.54 FEET; THENCE SOUTH 27°17'20" EAST, 112.03 FEET; THENCE SOUTH 89°39'20" EAST, 171.14 FEET; THENCE SOUTH 26°57'15" EAST, 189.89 FEET; THENCE SOUTH 15°47'40" EAST, 365.12 FEET; THENCE SOUTH 88°44'44" EAST, 174.82 FEET; THENCE SOUTH 05°49'27" EAST, 199.02 FEET; THENCE SOUTH 81°15'39" EAST, 144.06 FEET; THENCE SOUTH 69°49'20" EAST, 184.55 FEET; THENCE SOUTH 21°17'20" EAST, 120.97 FEET; THENCE SOUTH 31°10'10" EAST, 189.46 FEET; THENCE SOUTH 77°24'55" EAST, 180.05 FEET; THENCE SOUTH 86°35'15" EAST, 289.5 FEET; THENCE SOUTH 23°18'40" EAST, 79.92 FEET; THENCE SOUTH 20°27'40" WEST, 101.47 FEET; THENCE SOUTH 42°21'10" WEST, 208.76 FEET; THENCE SOUTH 27°45'09" EAST, 780 FEET MORE OR LESS, TO THE MEAN HIGH WATER LINE OF TOM MANN CREEK; THENCE SOUTHEASTERLY ALONG SAID MEAN HIGH WATER LINE AND THE MEANDERINGS THEREOF, AND ALONG THE MEAN HIGH WATER LINE OF BOGGY CREEK AND THE MEANDERINGS THEREOF, 8780 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 716, PAGE 1683, SAID PUBLIC RECORDS; THENCE SOUTH 57°36'07" EAST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS, 897.69 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 88°10'10" EAST, CONTINUING ALONG SAID NORTHEASTERLY LINE, 72.47 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LOGAN ROAD (A 60 FOOT RIGHT-OF-WAY AS ESTABLISHED); THENCE NORTH 81°19'32" EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 483.20 FEET TO AN ANGLE POINT; THENCE NORTH 51°09'16" EAST, CONTINUING ALONG SAID NORTHWESTERLY LINE, 694.67 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF POLICE LODGE ROAD (A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED, BEING MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 711, PAGE 1704, SAID PUBLIC RECORDS); THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES AND DISTANCES: COURSE NO. 1: NORTH 00°29'45" WEST, 822.42 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 2: NORTHERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 994.86 FEET, AN ARC DISTANCE OF 843.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°58'19" WEST, 841.91 FEET TO THE POINT OF TANGENCY; COURSE NO. 3: NORTH 00°46'53" WEST, 723.06 FEET TO THE AFORESAID SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 200 (A1A); THENCE NORTH 82°46'53" WEST, ALONG LAST SAID LINE, 278.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 320 ACRES, MORE OR LESS

PARCEL B THREE RIVERS TIMBER, LLC

A PORTION OF SECTIONS 9, 10, 11, 14, 15, THE W. LOFTON GRANT, SECTION 44, AND THE ROBERT HARRIS GRANT, SECTION 48, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH $01^{\circ}04'10''$ EAST, ALONG THE EAST LINE OF SAID SECTION 9, A DISTANCE OF 144.89 FEET TO THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 200 (A1A) (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) AND THE POINT OF BEGINNING; THENCE NORTH $87^{\circ}46'55''$ WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 682.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF POLICE LODGE ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $07^{\circ}45'58''$ EAST, 714.62 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 2: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 966.6 FEET, AN ARC DISTANCE OF 32.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $10^{\circ}25'15''$ EAST, 322.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH $20^{\circ}25'05''$ EAST, 2318.67 FEET; THENCE SOUTH $69^{\circ}30'15''$ WEST, 600 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID POLICE LODGE ROAD WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LOGAN ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH $81^{\circ}09'15''$ WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 459.11 FEET TO THE EASTERLY BOUNDARY OF THESE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 720, PAGE 155, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH $01^{\circ}04'10''$ EAST, ALONG SAID EASTERLY BOUNDARY, 899.20 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS; THENCE SOUTH $88^{\circ}45'11''$ WEST, 50.89 FEET TO A POINT ON THE WESTERLY LINE OF SECTION 14, SAID POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE SOUTHEASTERLY ALONG A TRAVERSE LINE FOLLOWING THE MEANDERINGS OF DOCKY CREEK RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $65^{\circ}42'01''$ EAST, 1104.97 FEET; COURSE NO. 2: SOUTH $78^{\circ}18'20''$ EAST, 924.84 FEET; COURSE NO. 3: SOUTH $84^{\circ}18'04''$ EAST, 1252.84 FEET; COURSE NO. 4: SOUTH $62^{\circ}34'44''$ EAST, 1004.12 FEET; COURSE NO. 5: SOUTH $48^{\circ}44'41''$ EAST, 918.6 FEET; COURSE NO. 6: SOUTH $18^{\circ}11'58''$ EAST, 1445.63 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "B"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE EASTERLY AND NORTHERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 200, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $87^{\circ}46'55''$ EAST, 1763.43 FEET; COURSE NO. 2: NORTH $07^{\circ}45'58''$ EAST, 34.00 FEET; COURSE NO. 3: SOUTH $82^{\circ}46'55''$ EAST, 4415.59 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 4: EASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5799.59 FEET, AN ARC DISTANCE OF 1212.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $85^{\circ}46'14''$ EAST, 1210.14 FEET; THENCE SOUTH $51^{\circ}25'11''$ EAST, DEPARTING SAID RIGHT-OF-WAY LINE, 1077 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $05^{\circ}10'45''$ EAST, 857.51 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 2: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 4065.51 FEET, AN ARC DISTANCE OF 249.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $14^{\circ}15'58''$ EAST, 267.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH $20^{\circ}21'58''$ EAST, 277.93 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 4: SOUTHERLY, ALONG AND

AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 8779.71 FEET, AN ARC DISTANCE OF 947.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°10'38" EAST, 948.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 8 SOUTH 05°59'55" EAST, 8488.19 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; COURSE NO. 6 SOUTH 05°28'24" EAST, 1854.14 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 518, PAGE 1229, SAID PUBLIC RECORDS; THENCE SOUTH 88°55'12" WEST, ALONG SAID LINE, 203.68 FEET; THENCE NORTH 77°50'18" WEST, 18.78 FEET; THENCE SOUTH 85°11'02" WEST, 57.81 FEET; THENCE SOUTH 85°52'12" WEST, 867.49 FEET; THENCE SOUTH 02°15'00" WEST, 160 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF NASSAU RIVER; THENCE SOUTHWESTERLY, WESTERLY, NORTHWESTERLY, SOUTHWESTERLY, AND SOUTHERLY, FOLLOWING THE MEANDERINGS OF SAID MEAN HIGH WATER LINE, 8920 FEET MORE OR LESS TO A POINT ON SAID MEAN HIGH WATER LINE, SAID POINT LYING NORTH 72°32'01" EAST, 1170 FEET MORE OR LESS FROM THE AFOREMENTIONED REFERENCE POINT "B"; THENCE SOUTH 72°32'01" WEST, THROUGH SAID REFERENCE POINT "B", 1218 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF BOGGY CREEK; THENCE WESTERLY, NORTHWESTERLY, NORTHERLY, NORTHEASTERLY, EASTERLY, SOUTHERLY, AND SOUTHEASTERLY, FOLLOWING THE MEANDERINGS OF SAID BOGGY CREEK, 1346 FEET MORE OR LESS TO ITS INTERSECTION WITH THE WESTERLY LINE OF SAID SECTION 16, SAID POINT LYING SOUTH 00°15'35" EAST, 270 FEET MORE OR LESS FROM THE AFOREMENTIONED REFERENCE POINT "A"; THENCE NORTH 00°15'35" WEST, 270 FEET MORE OR LESS TO THE SOUTHERLY BOUNDARY OF AFOREMENTIONED LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 724, PAGE 1963 OF THE OFFICIAL RECORDS OF SAID COUNTY AND SAID REFERENCE POINT "A" TO CLOSE.

CONTAINING 1874 ACRES, MORE OR LESS.

PARCEL A (ANN DEKAY EVANS)

A PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE SOUTH 05°12'35" EAST ALONG THE EASTERLY LINE OF SAID SECTION 16 AND THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1166, PAGE 1861 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, 2600 FEET, MORE OR LESS, TO THE NORTHERLY BANK OF BOGGY CREEK AND THE SOUTHERLY AND WESTERLY LINE OF SAID LANDS; THENCE WESTERLY AND NORTHERLY ALONG SAID NORTHERLY BANK AND THE MEANDERINGS THEREOF, 8020 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 16 AND THE NORTHERLY LINE OF SAID LANDS; THENCE NORTH 88°54'55" EAST, ALONG SAID NORTHERLY LINE, 280 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 53.2 ACRES, MORE OR LESS.

PARCEL B (ANN DEKAY EVANS)

A PORTION OF SECTIONS 9, 10 AND 15, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH $01^{\circ}04'10''$ WEST, ALONG THE WEST LINE OF SAID SECTION 10 AND ALONG THE WEST LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 722, PAGE 1973 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, 72.19 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF LOGAN ROAD (A 50-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $81^{\circ}07'16''$ EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, 76.68 FEET TO THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 722, PAGE 1973; THENCE SOUTH $01^{\circ}01'48''$ WEST, ALONG SAID EASTERLY LINE, 899.20 FEET TO THE SOUTHERLY LINE OF SAID LANDS; THENCE SOUTH $88^{\circ}42'51''$ WEST, ALONG SAID SOUTHERLY LINE, 60.80 FEET TO THE WESTERLY LINE OF SAID SECTION 18 AND THE AFORESAID WESTERLY LINE OF SAID LANDS; THENCE NORTH $00^{\circ}12'35''$ WEST ALONG SAID WESTERLY LINE, 60.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 12 ACRES, MORE OR LESS.

LESS AND EXCEPT

A portion of Section 11, Township 2 North, Range 26 East, Nassau County, Florida, being more particularly described as follows:

Commence at the intersection of the Southerly limited access right of way line of State Road 200 (a variable width right of way, per Florida Department of Transportation right of way map, Section No. 74040-2528) with the Westerly right of way line of Edwards Road (an 80 foot right of way, per Official Records Book 246, page 196 of the public records of said County); thence Southeasterly and Southerly along said Westerly right of way line, run the following six (6) courses and distances: COURSE NO. 1: South $51^{\circ}26'11''$ East, 10.77 feet; COURSE NO. 2: South $08^{\circ}10'18''$ East, 867.32 feet to the point of curvature of a curve leading Southerly; COURSE NO. 3: Southerly along and around the arc of said curve concave Easterly, having a radius of 4086.51 feet, an arc distance of 869.35 feet, said arc being subtended by a chord bearing and distance of South $14^{\circ}15'58''$ East, 867.71 feet to the point of tangency of last said curve; COURSE NO. 4: South $20^{\circ}21'38''$ East, 168.46 feet to the Point of Beginning; COURSE NO. 5: continue South $20^{\circ}21'38''$ East, 109.49 feet to the point of curvature of a curve leading Southeasterly; COURSE NO. 6: Southeasterly, along and around the arc of said curve, concave Southwesterly, having a radius of 3779.72 feet, an arc distance of 16.37 feet, said arc being subtended by a chord bearing and distance of South $20^{\circ}14'12''$ East, 16.37 feet; thence South $28^{\circ}06'20''$ West, 140.53 feet; thence South $55^{\circ}40'09''$ West, 116.85 feet; thence South $00^{\circ}03'21''$ West, 95.85 feet; thence South $80^{\circ}27'24''$ West, 188.89 feet; thence North $06^{\circ}26'34''$ West, 148.74 feet; thence North $22^{\circ}16'39''$ East, 97.74 feet; thence North $29^{\circ}25'03''$ East, 66.67 feet; thence North $61^{\circ}05'54''$ East, 287.49 feet to the Point of Beginning.

1	2	3	4	5	6	7	8
IMPROVEMENT COST ESTIMATE							
Link ID	Roadway Segment	Improvement	Item	Units	Avg Cost Per Unit (1)	Improvement Cost	
45	U.S. 17 to Miner Road	4 Lane to 6 Lane Divided	Roadway	1.01 Miles	\$ 3,743,100	\$ 3,782,600	
			Signals	2 Each	\$ 187,800	\$ 375,600	
			PE & CEI (2)	46% of Const		\$ 2,276,200	
			Right-of-Way	19% of Const		\$ 790,100	
						\$ 7,916,400	
PROJECT SHARE COST ESTIMATE							
Link ID	Roadway Segment	Improvement	Service Volumes		Project Traffic	Project Share (3)	Project Share Cost
45	U.S. 17 to Miner Road	4 Lane to 6 Lane Divided	Existing SV	3,390			
			Improvement SV	5,080			
			SV Increase	1,690	379	22.43%	\$ 1,776,000
IMPROVEMENT COST ESTIMATE							
Link ID	Roadway Segment	Improvement	Item	Units	Avg Cost Per Unit (1)	Improvement Cost	
46	Chester to Blackrock Road	4 Lane to 6 Lane Divided	Roadway	1.13 Miles	\$ 3,743,100	\$ 4,232,000	
			Signals	1 Each	\$ 187,800	\$ 187,800	
			PE & CEI (2)	46% of Const		\$ 2,651,100	
			Right-of-Way	19% of Const		\$ 1,343,500	
						\$ 8,414,400	
PROJECT SHARE COST ESTIMATE							
Link ID	Roadway Segment	Improvement	Service Volumes		Project Traffic	Project Share (3)	Project Share Cost
46	Chester to Blackrock Road	4 Lane to 6 Lane Divided	Existing SV	3,390			
			Improvement SV	5,080			
			SV Increase	1,690	282	16.67%	\$ 1,403,000
TOTAL SR 200/A1A PROJECT SHARE COST							\$ 3,180,000
Total Project Share Cost Estimate - Link Improvements							\$ 3,180,000
Total Project Share Cost Estimate - Intersection Improvements							\$ 367,000
Total Project Share Cost Estimate							\$ 3,547,000
(1) Adjusted to 2005 Costs. Source: 2004 Transportation Cost (FDOT Office of Policy Planning, March 2005)							
(2) PE & CEI = Preliminary engineering and construction engineering-inspection							
(3) Project Share = Phase Traffic / Service Volume Increase.							

1	2	3	4	5	6	7	8
IMPROVEMENT COST ESTIMATE							
Link ID	Roadway Segment	Improvement	Item	Units	Avg Cost Per Unit (1)	Improvement Cost	
45	U.S. 17 to Miner Road	4 Lane to 6 Lane Divided	Roadway	1.01 Miles	\$ 3,743,100	\$ 3,782,600	
			Signals	2 Each	\$ 187,800	\$ 375,600	
			PE & CEI (2)	46% of Const		\$ 2,276,200	
			Right-of-Way	19% of Const		\$ 790,100	
						\$ 7,916,400	
PROJECT SHARE COST ESTIMATE							
Link ID	Roadway Segment	Improvement	Service Volumes		Project Traffic	Project Share (3)	Project Share Cost
45	U.S. 17 to Miner Road	4 Lane to 6 Lane Divided	Existing SV	3,390			
			Improvement SV	5,080			
			SV Increase	1,690	379	22.43%	\$ 1,776,000
IMPROVEMENT COST ESTIMATE							
Link ID	Roadway Segment	Improvement	Item	Units	Avg Cost Per Unit (1)	Improvement Cost	
46	Chester to Blackrock Road	4 Lane to 6 Lane Divided	Roadway	1.13 Miles	\$ 3,743,100	\$ 4,232,000	
			Signals	1 Each	\$ 187,800	\$ 187,800	
			PE & CEI (2)	46% of Const		\$ 2,651,100	
			Right-of-Way	19% of Const		\$ 1,343,500	
						\$ 8,414,400	
PROJECT SHARE COST ESTIMATE							
Link ID	Roadway Segment	Improvement	Service Volumes		Project Traffic	Project Share (3)	Project Share Cost
46	Chester to Blackrock Road	4 Lane to 6 Lane Divided	Existing SV	3,390			
			Improvement SV	5,080			
			SV Increase	1,690	282	16.67%	\$ 1,403,000
TOTAL SR 200/A1A PROJECT SHARE COST							\$ 3,180,000
Total Project Share Cost Estimate - Link Improvements							\$ 3,180,000
Total Project Share Cost Estimate - Intersection Improvements							\$ 367,000
Total Project Share Cost Estimate							\$ 3,547,000
(1) Adjusted to 2005 Costs. Source: 2004 Transportation Cost (FDOT Office of Policy Planning, March 2005)							
(2) PE & CEI = Preliminary engineering and construction engineering-inspection							
(3) Project Share = Phase Traffic / Service Volume Increase.							

Prepared By – Record & Return To:
Emily G. Pierce, Esquire
Rogers Towers, P.A.
1301 Riverplace Blvd., Suite 1500
Jacksonville, FL 32207

Recorded Electronically	
ID	201513724
County	NASSAU
Date	5/14/2015 Time 2:05 PM
O.R. Book	1479 page 1010

NOTICE OF DEVELOPMENT ORDER

Pursuant to Section 380.06(15)(f), Florida Statutes (2014), Three Rivers Timber, LLC (hereinafter "Three Rivers"), through the undersigned counsel, does hereby notify all whom it may concern of the following:

1. Three Rivers is the Developer, as that term is defined in Chapter 380, Florida Statutes (2014), of certain real property located in Nassau County, Florida, and more particularly described in Exhibit "A" attached hereto (hereinafter the "Property").

2. On April 27, 2015, the Board of County Commissioners of Nassau County, Florida ("Board") adopted Resolution 2015-64, which amended Resolution No. 2006-126, as amended by Resolution No. 2008-77, and as amended by Resolution 2012-93A, the Development of Regional Impact for the Property.

3. Resolution No. 2015-64 constitutes a development order, as that term is defined in Chapter 380, Florida Statutes (2014), applicable to the Property.

4. Resolution No. 2015-64 as a development order, constitutes a land development regulation applicable to the Property.

5. Resolution No. 2015-64 may be examined at the Office of Planning and Economic Development, Nassau County, 96161 Nassau Place, Yulee, Florida.

6. The recording of this Notice of Development Order shall not constitute a lien, cloud or encumbrance on the Property, nor actual nor constructive notice of any of such lien, cloud or encumbrance.

ROGERS TOWERS, P.A.

By: 

Emily Gordinier Pierce
Florida Bar No. 0881139
1301 Riverplace Blvd., Suite 1500
Jacksonville, Florida 32207
(904) 346-5787

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14th day of May, 2015, by
Emily Gordinier Pierce, who is personally known to me.



Ronnie Gromlowicz
Notary Public, State of Florida

Name:

My Commission Expires:

My Commission Number is:

EXHIBIT A

LEGAL DESCRIPTION FOR DRI AFTER REMOVAL OF TOP PARCEL

PARCEL A1.
A PORTION OF SECTIONS 9 AND 10, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 88°33'22" WEST, ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 974.33 FEET TO THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 200 (A1A) (A VARIABLE WIDTH RIGHT-OF-WAY AS CURRENTLY ESTABLISHED) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°33'22" WEST, ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 1549.02 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1050, PAGE 800 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 06°04'20" EAST, ALONG SAID EASTERLY LINE, 296.32 FEET TO THE SOUTHERLY LINE OF SAID LANDS; THENCE SOUTH 88°33'22" WEST, ALONG SAID SOUTHERLY LINE, 299.55 FEET TO THE WESTERLY LINE OF SAID LANDS; THENCE NORTH 05°44'00" WEST, ALONG SAID WESTERLY LINE, 296.32 FEET TO THE AFORESAID NORTH LINE OF SECTION 9; THENCE SOUTH 88°33'22" WEST, ALONG SAID NORTH LINE, 610.50 FEET; THENCE SOUTH 26°33'28" WEST, 110.54 FEET; THENCE SOUTH 27°17'20" EAST, 112.08 FEET; THENCE SOUTH 83°19'20" EAST, 171.14 FEET; THENCE SOUTH 26°57'15" EAST, 189.89 FEET; THENCE SOUTH 13°49'00" EAST, 305.12 FEET; THENCE SOUTH 83°54'45" EAST, 174.51 FEET; THENCE SOUTH 03°49'27" EAST, 199.02 FEET; THENCE SOUTH 81°19'59" EAST, 144.06 FEET; THENCE SOUTH 49°49'23" EAST, 126.55 FEET; THENCE SOUTH 21°07'20" EAST, 130.97 FEET; THENCE SOUTH 38°10'00" EAST, 189.46 FEET; THENCE SOUTH 77°24'55" EAST, 130.05 FEET; THENCE SOUTH 36°38'15" EAST, 95.95 FEET; THENCE SOUTH 23°18'40" EAST, 79.92 FEET; THENCE SOUTH 20°27'40" WEST, 101.47 FEET; THENCE SOUTH 42°31'10" WEST, 188.76 FEET; THENCE SOUTH 31°39'09" EAST, 780 FEET MORE OR LESS, TO THE MEAN HIGH WATER LINE OF TOM MANN CREEK; THENCE SOUTHEASTERLY ALONG SAID MEAN HIGH WATER LINE AND THE MEANDERINGS THEREOF, AND ALONG THE MEAN HIGH WATER LINE OF BOGGY CREEK AND THE MEANDERINGS THEREOF, 376.0 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 716, PAGE 1683, SAID PUBLIC RECORDS; THENCE SOUTH 57°36'07" EAST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS, 397.49 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 58°10'17" EAST, CONTINUING ALONG SAID NORTHEASTERLY LINE, 72.67 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LOGAN ROAD (A 60 FOOT RIGHT-OF-WAY AS ESTABLISHED); THENCE NORTH 51°19'32" EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 433.20 FEET TO AN ANGLE POINT; THENCE NORTH 51°43'16" EAST, CONTINUING ALONG SAID NORTHWESTERLY LINE, 595.67 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF POLICE LODGE ROAD (A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED, BEING MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 711, PAGE 1706, SAID PUBLIC RECORDS); THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES AND DISTANCES: COURSE NO. 1: NORTH 20°29'45" WEST, 252.42 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 2: NORTHERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 996.36 FEET, AN ARC DISTANCE OF 343.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°38'15" WEST, 341.91 FEET TO THE POINT OF TANGENCY; COURSE NO. 3: NORTH 00°46'53" WEST, 723.06 FEET TO THE AFORESAID SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 200 (A1A); THENCE NORTH 82°46'55" WEST, ALONG LAST SAID LINE, 275.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 100 ACRES, MORE OR LESS

PARCEL B/

A PORTION OF SECTIONS 9, 10, 11, 14, 15, THE W. LOFTON GRANT, SECTION 44, AND THE ROBERT HARRIS GRANT, SECTION 45, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH $01^{\circ}04'10''$ EAST, ALONG THE EAST LINE OF SAID SECTION 9, A DISTANCE OF 148.29 FEET TO THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 200 (A1A) (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) AND THE POINT OF BEGINNING; THENCE NORTH $82^{\circ}46'55''$ WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 842.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF POLICE LODGE ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $00^{\circ}46'53''$ EAST, 714.62 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 2: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 936.16 FEET, AN ARC DISTANCE OF 322.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $10^{\circ}38'19''$ EAST, 328.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH $20^{\circ}29'45''$ EAST, 3315.67 FEET; THENCE SOUTH $69^{\circ}30'15''$ WEST, 60.00 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID POLICE LODGE ROAD WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LOGAN ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH $51^{\circ}03'16''$ WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 499.11 FEET TO THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 720, PAGE 1963, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH $01^{\circ}01'45''$ EAST, ALONG SAID EASTERLY BOUNDARY, 899.20 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS; THENCE SOUTH $88^{\circ}47'51''$ WEST, 80.80 FEET TO A POINT ON THE WESTERLY LINE OF SECTION 15, SAID POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE SOUTHEASTERLY ALONG A TRAVERSE LINE FOLLOWING THE MEANDERINGS OF BOOGY CREEK RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $65^{\circ}44'20''$ EAST, 1108.97 FEET; COURSE NO. 2: SOUTH $73^{\circ}19'20''$ EAST, 923.84 FEET; COURSE NO. 3: SOUTH $34^{\circ}18'04''$ EAST, 1252.54 FEET; COURSE NO. 4: SOUTH $62^{\circ}34'44''$ EAST, 1004.12 FEET; COURSE NO. 5: SOUTH $48^{\circ}44'48''$ EAST, 919.35 FEET; COURSE NO. 6: SOUTH $18^{\circ}12'58''$ EAST, 1646.63 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "B"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE EASTERLY AND NORTHERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 200, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $82^{\circ}46'55''$ EAST, 1741.43 FEET; COURSE NO. 2: NORTH $07^{\circ}19'05''$ EAST, 34.00 FEET; COURSE NO. 3: SOUTH $82^{\circ}46'55''$ EAST, 4415.59 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 4: EASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5799.59 FEET, AN ARC DISTANCE OF 1212.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $88^{\circ}46'14''$ EAST, 1210.14 FEET; THENCE SOUTH $51^{\circ}26'11''$ EAST, DEPARTING SAID RIGHT-OF-WAY LINE, 10.77 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $08^{\circ}10'18''$ EAST, 867.31 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 2: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 4086.51 FEET, AN ARC DISTANCE OF 869.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $14^{\circ}15'58''$ EAST, 869.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH $120^{\circ}21'38''$ EAST, 277.95 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 4: SOUTHERLY, ALONG AND

AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3779.72 FEET, AN ARC DISTANCE OF 947.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°10'38" EAST, 945.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 5 SOUTH 05°59'38" EAST, 2435.19 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; COURSE NO. 6 SOUTH 86°25'24" EAST, 1354.14 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 518, PAGE 1229, SAID PUBLIC RECORDS; THENCE SOUTH 88°52'12" WEST, ALONG SAID LINE, 203.68 FEET; THENCE NORTH 79°50'18" WEST, 13.73 FEET; THENCE SOUTH 86°11'12" WEST, 57.36 FEET; THENCE SOUTH 88°52'12" WEST, 367.49 FEET; THENCE SOUTH 07°15'50" WEST, 160 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF NASSAU RIVER; THENCE SOUTHWESTERLY, WESTERLY, NORTHWESTERLY, SOUTHWESTERLY, AND SOUTHERLY, FOLLOWING THE MEANDERINGS OF SAID MEAN HIGH WATER LINE, 3920 FEET MORE OR LESS TO A POINT ON SAID MEAN HIGH WATER LINE, SAID POINT LYING NORTH 72°32'01" EAST, 1170 FEET MORE OR LESS FROM THE AFOREMENTIONED REFERENCE POINT "E"; THENCE SOUTH 72°32'01" WEST, THROUGH SAID REFERENCE POINT "B", 1215 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF BOGGY CREEK; THENCE WESTERLY, NORTHWESTERLY, NORTHERLY, NORTHEASTERLY, EASTERLY, SOUTHERLY, AND SOUTHEASTERLY, FOLLOWING THE MEANDERINGS OF SAID BOGGY CREEK, 1146 FEET MORE OR LESS TO ITS INTERSECTION WITH THE WESTERLY LINE OF SAID SECTION 15, SAID POINT LYING SOUTH 80°12'35" EAST, 270 FEET MORE OR LESS FROM THE AFOREMENTIONED REFERENCE POINT "A"; THENCE NORTH 00°12'35" WEST, 270 FEET MORE OR LESS TO THE SOUTHERLY BOUNDARY OF AFOREMENTIONED LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 720, PAGE 1943 OF THE OFFICIAL RECORDS OF SAID COUNTY AND SAID REFERENCE POINT "A" TO CLOSE.

CONTAINING 1374 ACRES, MORE OR LESS.

PARCEL A

A PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE SOUTH 00°12'35" EAST ALONG THE EASTERLY LINE OF SAID SECTION 16 AND THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1166, PAGE 1351 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, 2600 FEET, MORE OR LESS, TO THE NORTHERLY BANK OF BOGGY CREEK AND THE SOUTHERLY AND WESTERLY LINE OF SAID LANDS; THENCE WESTERLY AND NORTHERLY ALONG SAID NORTHERLY BANK AND THE MEANDERINGS THEREOF, 5020 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 16 AND THE NORTHERLY LINE OF SAID LANDS; THENCE NORTH 88°54'35" EAST, ALONG SAID NORTHERLY LINES, 290 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 33.2 ACRES, MORE OR LESS.

PARCEL B 1

A PORTION OF SECTIONS 10 AND 15, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH $01^{\circ}04'10''$ WEST, ALONG THE WEST LINE OF SAID SECTION 10 AND ALONG THE WEST LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 720, PAGE 1953 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, 792.19 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF LOGAN ROAD (A 80-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $51^{\circ}03'16''$ EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, 74.68 FEET TO THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 720, PAGE 1953; THENCE SOUTH $01^{\circ}01'45''$ WEST, ALONG SAID EASTERLY LINE, 899.20 FEET TO THE SOUTHERLY LINE OF SAID LANDS; THENCE SOUTH $88^{\circ}42'51''$ WEST, ALONG SAID SOUTHERLY LINE, 60.80 FEET TO THE WESTERLY LINE OF SAID SECTION 10 AND THE AFORESAID WESTERLY LINE OF SAID LANDS; THENCE NORTH $00^{\circ}12'35''$ WEST ALONG SAID WESTERLY LINES, 60.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.2 ACRES, MORE OR LESS.

LESS AND EXCEPT

A portion of Section 11, Township 2 North, Range 26 East, Nassau County, Florida, being more particularly described as follows:

Commence at the intersection of the Southerly limited access right of way line of State Road 200 (a variable width right of way, per Florida Department of Transportation right of way map, Section No. 74040-2528) with the Westerly right of way line of Edwards Road (an 80 foot right of way, per Official Records Book 246, page 196 of the public records of said County); thence Southeasterly and Southerly along said Westerly right of way line, run the following six (6) courses and distances: COURSE NO. 1: South $51^{\circ}26'11''$ East, 10.77 feet; COURSE NO. 2: South $08^{\circ}10'18''$ East, 867.32 feet to the point of curvature of a curve leading Southerly; COURSE NO. 3: Southerly along and around the arc of said curve concave Easterly, having a radius of 4086.51 feet, an arc distance of 869.35 feet, said arc being subtended by a chord bearing and distance of South $14^{\circ}15'58''$ East, 867.71 feet to the point of tangency of last said curve; COURSE NO. 4: South $20^{\circ}21'38''$ East, 168.46 feet to the Point of Beginning; COURSE NO. 5: continue South $20^{\circ}21'38''$ East, 109.49 feet to the point of curvature of a curve leading Southeasterly; COURSE NO. 6: Southeasterly, along and around the arc of said curve, concave Southwesterly, having a radius of 3779.72 feet, an arc distance of 16.37 feet, said arc being subtended by a chord bearing and distance of South $20^{\circ}14'12''$ East, 16.37 feet; thence South $28^{\circ}06'20''$ West, 140.53 feet; thence South $55^{\circ}40'09''$ West, 116.85 feet; thence South $00^{\circ}03'21''$ West, 95.86 feet; thence South $80^{\circ}27'24''$ West, 188.89 feet; thence North $06^{\circ}26'34''$ West, 148.74 feet; thence North $22^{\circ}36'39''$ East, 97.74 feet; thence North $29^{\circ}25'03''$ East, 66.67 feet; thence North $61^{\circ}05'54''$ East, 287.49 feet to the Point of Beginning.

INSTR # 201513724, Book 1979, Page 1061 Doc Type UNK, Pages 6, Recorded
05/14/2015 at 02:05 PM, John A Crawford, Nassau County Clerk of Circuit Court,
Rec. Fee \$52.50

Prepared By - Record & Return To:
Emily G. Pierce, Esquire
Rogers Towers, P.A.
1301 Riverplace Blvd., Suite 1500
Jacksonville, FL 32207

NOTICE OF DEVELOPMENT ORDER

Pursuant to Section 380.06(15)(f), Florida Statutes (2014), Three Rivers Timber, LLC (hereinafter "Three Rivers"), through the undersigned counsel, does hereby notify all whom it may concern of the following:

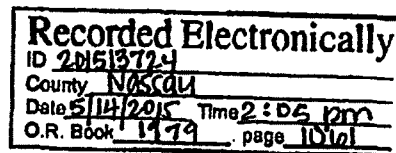
1. Three Rivers is the Developer, as that term is defined in Chapter 380, Florida Statutes (2014), of certain real property located in Nassau County, Florida, and more particularly described in Exhibit "A" attached hereto (hereinafter the "Property").
2. On April 27, 2015, the Board of County Commissioners of Nassau County, Florida ("Board") adopted Resolution 2015-64, which amended Resolution No. 2006-126, as amended by Resolution No. 2008-77, and as amended by Resolution 2012-93A, the Development of Regional Impact for the Property.
3. Resolution No. 2015-64 constitutes a development order, as that term is defined in Chapter 380, Florida Statutes (2014), applicable to the Property.
4. Resolution No. 2015-64 as a development order, constitutes a land development regulation applicable to the Property.
5. Resolution No. 2015-64 may be examined at the Office of Planning and Economic Development, Nassau County, 96161 Nassau Place, Yulee, Florida.
6. The recording of this Notice of Development Order shall not constitute a lien, cloud or encumbrance on the Property, nor actual nor constructive notice of any of such lien, cloud or encumbrance.

ROGERS TOWERS, P.A.

By: 

Emily Gordinier Pierce
Florida Bar No. 0881139
1301 Riverplace Blvd., Suite 1500
Jacksonville, Florida 32207
(904) 346-5787

Prepared By – Record & Return To:
Emily G. Pierce, Esquire
Rogers Towers, P.A.
1301 Riverplace Blvd., Suite 1500
Jacksonville, FL 32207



NOTICE OF DEVELOPMENT ORDER

Pursuant to Section 380.06(15)(f), Florida Statutes (2014), Three Rivers Timber, LLC (hereinafter "Three Rivers"), through the undersigned counsel, does hereby notify all whom it may concern of the following:

1. Three Rivers is the Developer, as that term is defined in Chapter 380, Florida Statutes (2014), of certain real property located in Nassau County, Florida, and more particularly described in Exhibit "A" attached hereto (hereinafter the "Property").

2. On April 27, 2015, the Board of County Commissioners of Nassau County, Florida ("Board") adopted Resolution 2015-64, which amended Resolution No. 2006-126, as amended by Resolution No. 2008-77, and as amended by Resolution 2012-93A, the Development of Regional Impact for the Property.

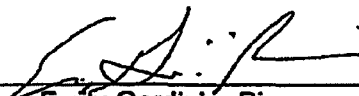
3. Resolution No. 2015-64 constitutes a development order, as that term is defined in Chapter 380, Florida Statutes (2014), applicable to the Property.

4. Resolution No. 2015-64 as a development order, constitutes a land development regulation applicable to the Property.

5. Resolution No. 2015-64 may be examined at the Office of Planning and Economic Development, Nassau County, 96161 Nassau Place, Yulee, Florida.

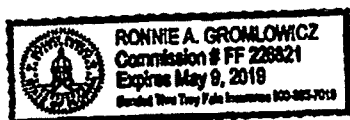
6. The recording of this Notice of Development Order shall not constitute a lien, cloud or encumbrance on the Property, nor actual nor constructive notice of any of such lien, cloud or encumbrance.

ROGERS TOWERS, P.A.

By: 
Emily Gordinier Pierce
Florida Bar No. 0881139
1301 Riverplace Blvd., Suite 1500
Jacksonville, Florida 32207
(904) 346-5787

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this
Emily Gordinier Pierce, who is personally known to me.



Ronnie
Notary Public, Sta
Name:
My Commission E
My Commission Number is:

EXHIBIT A

LEGAL DESCRIPTION FOR DRI AFTER REMOVAL OF FOP PARCEL

PARCEL A1.
A PORTION OF SECTIONS 9 AND 10, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 81°23'22" WEST, ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 974.33 FEET TO THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 200 (A1A) (A VARIABLE WIDTH RIGHT-OF-WAY AS CURRENTLY ESTABLISHED) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 81°33'22" WEST, ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 1549.02 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1050, PAGE 800 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 04°04'20" EAST, ALONG SAID EASTERLY LINE, 296.12 FEET TO THE SOUTHERLY LINE OF SAID LANDS; THENCE SOUTH 81°33'22" WEST, ALONG SAID SOUTHERLY LINE, 299.55 FEET TO THE WESTERLY LINE OF SAID LANDS; THENCE NORTH 05°14'20" WEST, ALONG SAID WESTERLY LINE, 296.32 FEET TO THE AFORESAID NORTH LINE OF SECTION 9; THENCE SOUTH 81°33'22" WEST, ALONG SAID NORTH LINE, 610.50 FEET; THENCE SOUTH 26°32'28" WEST, 118.54 FEET; THENCE SOUTH 27°17'20" EAST, 112.08 FEET; THENCE SOUTH 83°59'20" EAST, 171.14 FEET; THENCE SOUTH 26°57'15" EAST, 189.88 FEET; THENCE SOUTH 15°47'00" EAST, 305.12 FEET; THENCE SOUTH 83°54'46" EAST, 174.51 FEET; THENCE SOUTH 03°49'27" EAST, 199.01 FEET; THENCE SOUTH 81°15'35" EAST, 144.06 FEET; THENCE SOUTH 49°49'29" EAST, 126.55 FEET; THENCE SOUTH 21°07'20" EAST, 130.97 FEET; THENCE SOUTH 38°10'00" EAST, 189.46 FEET; THENCE SOUTH 77°24'55" EAST, 130.05 FEET; THENCE SOUTH 36°38'25" EAST, 95.96 FEET; THENCE SOUTH 23°18'40" EAST, 79.92 FEET; THENCE SOUTH 20°27'40" WEST, 101.67 FEET; THENCE SOUTH 42°11'40" WEST, 282.76 FEET; THENCE SOUTH 51°29'09" EAST, 780 FEET MORE OR LESS, TO THE MEAN HIGH WATER LINE OF TOM MANN CREEK; THENCE SOUTHEASTERLY ALONG SAID MEAN HIGH WATER LINE AND THE MEANDERINGS THEREOF, AND ALONG THE MEAN HIGH WATER LINE OF BOGGY CREEK AND THE MEANDERINGS THEREOF, 570 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 716, PAGE 188, SAID PUBLIC RECORDS; THENCE SOUTH 57°35'07" EAST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS, 397.69 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 58°10'17" EAST, CONTINUING ALONG SAID NORTHEASTERLY LINE, 72.67 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LOGAN ROAD (A 60 FOOT RIGHT-OF-WAY AS ESTABLISHED); THENCE NORTH 51°15'27" EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 431.20 FEET TO AN ANGLE POINT; THENCE NORTH 51°23'16" EAST, CONTINUING ALONG SAID NORTHWESTERLY LINE, 595.67 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF POLICE LODGE ROAD (A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED, BEING MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 711, PAGE 1706, SAID PUBLIC RECORDS); THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES AND DISTANCES: COURSE NO. 1: NORTH 20°39'45" WEST, 8252.42 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 2: NORTHERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 996.36 FEET, AN ARC DISTANCE OF 343.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°38'19" WEST, 341.31 FEET TO THE POINT OF TANGENCY; COURSE NO. 3: NORTH 00°46'53" WEST, 723.06 FEET TO THE AFORESAID SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 200 (A1A); THENCE NORTH 81°46'53" WEST, ALONG LAST SAID LINE, 275.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 200 ACRES, MORE OR LESS

2AX016373B.1

PARCEL B1

A PORTION OF SECTIONS 9, 10, 11, 14, 15, THE W. LOFTON GRANT, SECTION 44, AND THE ROBERT HARRIS GRANT, SECTION 45, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH $01^{\circ}04'10''$ EAST, ALONG THE EAST LINE OF SAID SECTION 9, A DISTANCE OF 148.29 FEET TO THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 200 (A1A) (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) AND THE POINT OF BEGINNING; THENCE NORTH $82^{\circ}46'55''$ WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 642.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF POLICE LODGE ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $00^{\circ}46'53''$ EAST, 714.62 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 2: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 336.16 FEET, AN ARC DISTANCE OF 322.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $10^{\circ}31'19''$ EAST, 322.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH $20^{\circ}29'45''$ EAST, 3315.67 FEET; THENCE SOUTH $69^{\circ}30'15''$ WEST, 60.00 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID POLICE LODGE ROAD WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LOGAN ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH $51^{\circ}13'16''$ WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 499.11 FEET TO THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 720, PAGE 1963, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH $01^{\circ}01'45''$ EAST, ALONG SAID EASTERLY BOUNDARY, 899.20 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS; THENCE SOUTH $68^{\circ}42'51''$ WEST, 818.00 FEET TO A POINT ON THE WESTERLY LINE OF SECTION 15, SAID POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE SOUTHEASTERLY ALONG A TRAVERSE LINE FOLLOWING THE MEANDERINGS OF BOOGY CREEK RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $61^{\circ}44'20''$ EAST, 2108.97 FEET; COURSE NO. 2: SOUTH $73^{\circ}15'20''$ EAST, 521.84 FEET; COURSE NO. 3: SOUTH $34^{\circ}18'04''$ EAST, 1252.54 FEET; COURSE NO. 4: SOUTH $62^{\circ}34'44''$ EAST, 1004.12 FEET; COURSE NO. 5: SOUTH $44^{\circ}44'48''$ EAST, 713.35 FEET; COURSE NO. 6: SOUTH $18^{\circ}11'58''$ EAST, 1646.63 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "B"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE EASTERLY AND NORTHERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 200, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $82^{\circ}46'55''$ EAST, 1761.43 FEET; COURSE NO. 2: NORTH $07^{\circ}13'05''$ EAST, 34.00 FEET; COURSE NO. 3: SOUTH $82^{\circ}46'55''$ EAST, 4415.59 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 4: EASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5792.59 FEET, AN ARC DISTANCE OF 1212.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $88^{\circ}46'14''$ EAST, 1219.14 FEET; THENCE SOUTH $51^{\circ}25'11''$ EAST, DEPARTING SAID RIGHT-OF-WAY LINE, 10.77 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: SOUTH $08^{\circ}10'18''$ EAST, 867.31 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 2: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 4085.51 FEET, AN ARC DISTANCE OF 869.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $14^{\circ}19'58''$ EAST, 867.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH $120^{\circ}21'38''$ EAST, 277.95 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 4: SOUTHERLY, ALONG AND

AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3779.72 FEET, AN ARC DISTANCE OF 947.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°10'38" EAST, 945.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 5: SOUTH 05°59'35" EAST, 2636.19 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; COURSE NO. 6: SOUTH 36°28'24" EAST, 1354.14 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 518, PAGE 1219, SAID PUBLIC RECORDS; THENCE SOUTH 83°52'12" WEST, ALONG SAID LINE, 288.68 FEET; THENCE NORTH 79°50'18" WEST, 13.73 FEET; THENCE SOUTH 86°11'42" WEST, 57.36 FEET; THENCE SOUTH 88°52'12" WEST, 367.49 FEET; THENCE SOUTH 02°45'50" WEST, 160 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF NASSAU RIVER; THENCE SOUTHWESTERLY, WESTERLY, NORTHWESTERLY, SOUTHWESTERLY, AND SOUTHERLY, FOLLOWING THE MEANDERINGS OF SAID MEAN HIGH WATER LINE, 3920 FEET MORE OR LESS TO A POINT ON SAID MEAN HIGH WATER LINE, SAID POINT LYING NORTH 72°32'01" EAST, 1170 FEET MORE OR LESS FROM THE AFOREMENTIONED REFERENCE POINT "E"; THENCE SOUTH 72°32'01" WEST, THROUGH SAID REFERENCE POINT "B", 1215 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF BOGGY CREEK; THENCE WESTERLY, NORTHWESTERLY, NORTHERLY, NORTHEASTERLY, EASTERLY, SOUTHERLY, AND SOUTHEASTERLY, FOLLOWING THE MEANDERINGS OF SAID BOGGY CREEK, 11445 FEET MORE OR LESS TO ITS INTERSECTION WITH THE WESTERLY LINE OF SAID SECTION 18, SAID POINT LYING SOUTH 80°12'35" EAST, 270 FEET MORE OR LESS FROM THE AFOREMENTIONED REFERENCE POINT "A"; THENCE NORTH 00°12'35" WEST, 270 FEET MORE OR LESS TO THE SOUTHERLY BOUNDARY OF AFOREMENTIONED LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 720, PAGE 1983 OF THE OFFICIAL RECORDS OF SAID COUNTY AND SAID REFERENCE POINT "A" TO CLOSE.

CONTAINING 1374 ACRES, MORE OR LESS.

PARCEL A

A PORTION OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE SOUTH 00°12'35" EAST ALONG THE EASTERLY LINE OF SAID SECTION 16 AND THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1166, PAGE 1351 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, 2600 FEET, MORE OR LESS, TO THE NORTHERLY BANK OF BOGGY CREEK AND THE SOUTHERLY AND WESTERLY LINE OF SAID LANDS; THENCE WESTERLY AND NORTHERLY ALONG SAID NORTHERLY BANK AND THE MEANDERINGS THEREOF, 5020 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 16 AND THE NORTHERLY LINE OF SAID LANDS; THENCE NORTH 88°54'55" EAST, ALONG SAID NORTHERLY LINES, 290 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 53.2 ACRES, MORE OR LESS.

PARCEL B 1

A PORTION OF SECTIONS 10 AND 15, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH $61^{\circ}04'10''$ WEST, ALONG THE WEST LINE OF SAID SECTION 10 AND ALONG THE WEST LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 720, PAGE 1983 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, 792.19 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF LOGAN ROAD (A 80-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $51^{\circ}03'16''$ EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, 76.58 FEET TO THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 720, PAGE 1983; THENCE SOUTH $01^{\circ}01'45''$ WEST, ALONG SAID EASTERLY LINE, 899.20 FEET TO THE SOUTHERLY LINE OF SAID LANDS; THENCE SOUTH $88^{\circ}42'51''$ WEST, ALONG SAID SOUTHERLY LINE, 60.80 FEET TO THE WESTERLY LINE OF SAID SECTION 15 AND THE AFORESAID WESTERLY LINE OF SAID LANDS; THENCE NORTH $00^{\circ}12'35''$ WEST ALONG SAID WESTERLY LINES, 60.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 12 ACRES, MORE OR LESS.

LESS AND EXCEPT

A portion of Section 11, Township 2 North, Range 26 East, Nassau County, Florida, being more particularly described as follows:

Commence at the intersection of the Southerly limited access right of way line of State Road 200 (a variable width right of way, per Florida Department of Transportation right of way map, Section No. 74040-2528) with the Westerly right of way line of Edwards Road (an 80 foot right of way, per Official Records Book 246, page 196 of the public records of said County); thence Southeasterly and Southerly along said Westerly right of way line, run the following six (6) courses and distances: COURSE NO. 1: South $51^{\circ}25'11''$ East, 10.77 feet; COURSE NO. 2: South $08^{\circ}10'18''$ East, 867.32 feet to the point of curvature of a curve leading Southerly; COURSE NO. 3: Southerly along and around the arc of said curve concave Easterly, having a radius of 4086.31 feet, an arc distance of 869.35 feet, said arc being subtended by a chord bearing and distance of South $14^{\circ}15'58''$ East, 867.71 feet to the point of tangency of last said curve; COURSE NO. 4: South $20^{\circ}21'38''$ East, 168.46 feet to the Point of Beginning; COURSE NO. 5: continue South $20^{\circ}21'38''$ East, 109.49 feet to the point of curvature of a curve leading Southeasterly; COURSE NO. 6: Southeasterly, along and around the arc of said curve, concave Southwesterly, having a radius of 3779.72 feet, an arc distance of 16.37 feet, said arc being subtended by a chord bearing and distance of South $20^{\circ}14'12''$ East, 16.37 feet; thence South $28^{\circ}06'20''$ West, 140.53 feet; thence South $55^{\circ}40'09''$ West, 116.85 feet; thence South $00^{\circ}03'21''$ West, 95.85 feet; thence South $80^{\circ}27'24''$ West, 188.89 feet; thence North $06^{\circ}26'34''$ West, 148.74 feet; thence North $22^{\circ}36'39''$ East, 97.74 feet; thence North $29^{\circ}25'03''$ East, 66.67 feet; thence North $61^{\circ}05'54''$ East, 287.49 feet to the Point of Beginning.

INSTR # 201513724, Book 1979, Page 1061 Doc Type UNK, Pages 6, Recorded
05/14/2015 at 02:05 PM, John A Crawford, Nassau County Clerk of Circuit Court,
Rec. Fee \$52.50

Prepared By - Record & Return To:
Emily G. Pierce, Esquire
Rogers Towers, P.A.
1301 Riverplace Blvd., Suite 1500
Jacksonville, FL 32207

NOTICE OF DEVELOPMENT ORDER

Pursuant to Section 380.06(15)(f), Florida Statutes (2014), Three Rivers Timber, LLC (hereinafter "Three Rivers"), through the undersigned counsel, does hereby notify all whom it may concern of the following:

1. Three Rivers is the Developer, as that term is defined in Chapter 380, Florida Statutes (2014), of certain real property located in Nassau County, Florida, and more particularly described in Exhibit "A" attached hereto (hereinafter the "Property").

2. On April 27, 2015, the Board of County Commissioners of Nassau County, Florida ("Board") adopted Resolution 2015-64, which amended Resolution No. 2006-126, as amended by Resolution No. 2008-77, and as amended by Resolution 2012-93A, the Development of Regional Impact for the Property.

3. Resolution No. 2015-64 constitutes a development order, as that term is defined in Chapter 380, Florida Statutes (2014), applicable to the Property.

4. Resolution No. 2015-64 as a development order, constitutes a land development regulation applicable to the Property.

5. Resolution No. 2015-64 may be examined at the Office of Planning and Economic Development, Nassau County, 96161 Nassau Place, Yulee, Florida.

6. The recording of this Notice of Development Order shall not constitute a lien, cloud or encumbrance on the Property, nor actual nor constructive notice of any of such lien, cloud or encumbrance.

ROGERS TOWERS, P.A.

By: 
Emily Gordnier Pierce
Florida Bar No. 0881139
1301 Riverplace Blvd., Suite 1500
Jacksonville, Florida 32207
(904) 346-5787

THREE RIVERS DRI TRANSPORTATION MOBILITY FEE & IMPACT FEE CREDIT VOUCHER

1. Name and address of Developer/Grantor: Three Rivers Developers, LLC 7807 Baymeadows Road East, Suite 205 Jacksonville, Florida 32256	2. Name and address of Transferee/Grantee/Builder: _____ _____ _____ _____
3. Parcel Identification Number(s): _____ _____ _____	4. Subdivision Name (if applicable): _____ Phase/Unit _____ Lot Number(s) _____

The undersigned Developer confirms that it has transferred/assigned Transportation Mobility Fee and/or Impact Fee Credit(s) to Grantee for development within the Three Rivers DRI as indicated below. Developer gives notice to Nassau County, Florida that the amount set forth below should be deducted from the Three Rivers DRI Mobility/Impact Fee account(s) of the Developer. Exhibit "A" attached is an accounting showing the current balances to date, less this allocation, for all of the Three Rivers DRI Mobility Fee/Impact Fee accounts as maintained by Developer.

5. Type of Development (check box): ☐ Residential _____ units ☐ Commercial _____ sq. ft.

6. Mobility/Impact Fee Credited (check box)

Amount to be Credited

<input checked="" type="checkbox"/> Community - Parks & Recreational Facilities Impact Fee	\$ <u>No Fee Due</u>
<input checked="" type="checkbox"/> Regional - Parks & Recreational Facilities Impact Fee	\$ <u>No Fee Due</u>
<input checked="" type="checkbox"/> Fire Rescue Impact Fee	\$ <u>No Fee Due</u>
<input type="checkbox"/> Transportation/Mobility Fee	\$ _____
<input type="checkbox"/> Law Enforcement Impact Fee	\$ _____
<input type="checkbox"/> Administrative Facilities Impact Fee	\$ _____
<input type="checkbox"/> Educational System (School) Impact Fee	\$ _____

DEVELOPER/GRANTOR

Signature: _____
 By: _____
 Name: _____
 Title: _____

Prepared By/Record and Return To:
Jon C. Lasserre, Esq.
Rogers Towers, P.A.
960185 Gateway Blvd., Suite 203
Amelia Island, FL 32034
FA19-16/4284078
(00679-801572)

SPECIAL WARRANTY DEED

THIS INDENTURE is made this 20th day of August, 2019, between **THREE RIVERS DEVELOPERS, LLC**, a Delaware limited liability company (the "Grantor"), whose address for notice purposes is c/o: GreenPointe Holdings, LLC, 7807 Baymeadows Road East, Suite 205, Jacksonville, FL 32256, and **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Grantee"), whose address is 96135 Nassau PL, Suite 1, Yulee, FL 32097;

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns forever, all that certain parcel of land lying and being in the County of Duval, State of Florida, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Property**").

A Portion of Property Appraiser's Parcel ID Number: 10-2N-26-0000-0001-0020

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO real estate taxes and assessments for 2019 and all subsequent years, and without re-imposing same, those matters appearing on Exhibit B attached hereto and by this reference made a part hereof (together the "**Permitted Encumbrances**").

TO HAVE AND TO HOLD the Property, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever.


Except as set forth in the Permitted Encumbrances, the said Grantor does hereby fully warrant the title to said Land, and covenant that it (i) is lawfully seized of the Property in fee simple, (ii) has good, right and lawful authority to sell and convey the Property, and (iii) warrants that it will defend the same against the lawful claims of all persons whomsoever claiming by, through or under the Grantor, but against none other, subject to the Permitted Encumbrances.

(Remainder of page intentionally left blank)

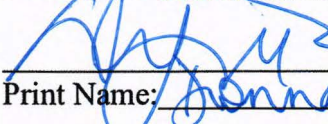
IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.

Signed, sealed and delivered
in the presence of:


THREE RIVERS DEVELOPERS, LLC, a
Delaware limited liability company


Print Name: Carolina Aristimuigo

By: GreenPointe Developers, LLC, a Delaware
limited liability company, its Sole Member

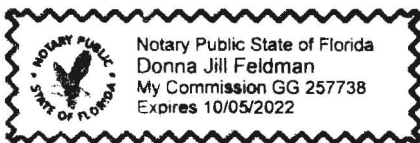

Print Name: Donna J. Feldman

By: GreenPointe Holdings, LLC, a Florida
limited liability company, its Administrative
Member

By: 
Name: Graydon E. Miars
Title: Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th day of August, 2019, by Graydon E. Miars, as Vice President of GreenPointe Holdings, LLC, a Florida limited liability company, the Administrative Member of GreenPointe Developers, LLC, a Delaware limited liability company, the Sole Member of Three Rivers Developers, LLC, a Delaware limited liability company, on behalf of the company. He (check one) ☒ is personally known to me, or ☐ produced valid driver's licenses as identification.




Print Name: _____
Notary Public, State and County Aforesaid
My Commission Expires: _____
Commission Number: _____

EXHIBIT "A"

A portion of Section 14 and a portion of the Robert Harrison Grant, Section 45, Township 2 North, Range 26 East, Nassau County, Florida being more particularly described as follows:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 200 (A VARIABLE WIDTH RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 74040-2528) WITH THE WESTERLY RIGHT OF WAY LINE OF EDWARDS ROAD (AN 80 FOOT RIGHT OF WAY, PER OFFICIAL RECORDS 246, PAGE 196 OF THE PUBLIC RECORDS OF SAID COUNTY); THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE RUN THE FOLLOWING EIGHT (8) COURSES AND DISTANCES; COURSE NO. 1; SOUTH 51° 26'11" EAST 10.77 FEET; COURSE NO 2; SOUTH 08° 10'18" EAST, 867.32 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO 3; SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 4086.51 FEET, AN ARC DISTANCE OF 869.35 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 14° 15'58" EAST, 867.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO 4; SOUTH 20° 21'38" EAST, 277.95 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO 5; SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3779.72 FEET, AN ARC DISTANCE OF 947.75 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING AND DISTANCE OF SOUTH 13° 10'38" EAST, 945.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO 6; SOUTH 05°59'38" EAST, 2470.20 FEET TO THE POINT OF BEGINNING; COURSE NO 7; CONTINUE SOUTH 05° 59'38" EAST, 164.99 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; COURSE NO 8; SOUTH 06° 28'24" EAST, 1354.14 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 518, PAGE 1229, SAID PUBLIC RECORDS; THENCE SOUTH 88° 52'12" WEST, ALONG SAID LINE, 203.68 FEET; THENCE NORTH 79° 50'18" WEST, 13.73 FEET; THENCE SOUTH 86° 11'02" WEST, 57.36 FEET; THENCE SOUTH 88° 52'12" WEST, 367.49 FEET; THENCE SOUTH 86° 39'51" WEST, 607.88 FEET; THENCE SOUTH 77° 44' 34" WEST, 188.34 FEET; THENCE NORTH 77° 01'55" WEST, 436.23 FEET; THENCE NORTH 03° 19'09" EAST, 184.26 FEET; THENCE NORTH 85° 55'41" WEST, 128.78 FEET; THENCE NORTH 14° 22'10" WEST, 491.86 FEET; THENCE SOUTH 85° 45'32" WEST, 110.64 FEET; THENCE NORTH 07° 42'23" WEST, 99.10 FEET; THENCE NORTH 73° 03'06" EAST, 173.70 FEET; THENCE NORTH 22° 27'23" EAST, 421.59 FEET; THENCE NORTH 57° 03'47" EAST, 217.50 FEET; THENCE NORTH 70° 13'19" EAST, 132.64 FEET; THENCE SOUTH 88° 12'10" EAST, 254.78 FEET; THENCE SOUTH 39° 11'21" EAST, 197.50 FEET; THENCE NORTH 36° 26'16" EAST, 132.27 FEET; THENCE NORTH 90° 00'00" EAST, 108.18 FEET; THENCE SOUTH 24° 38'22" EAST, 107.71 FEET; THENCE NORTH 90° 00'00" EAST, 43.81 FEET; THENCE SOUTH 67° 11'45" EAST, 208.34 FEET; THENCE SOUTH 26° 01'46" EAST, 68.60 FEET; THENCE NORTH 90° 00'00" EAST, 47.08 FEET; THENCE NORTH 28° 43'22" EAST, 160.00 FEET; THENCE NORTH 70° 22'48" EAST, 122.02 FEET; THENCE NORTH 59° 00'20" EAST, 165.87 FEET; THENCE NORTH 28° 42'09" EAST, 188.28 FEET; THENCE SOUTH 89° 52'17" EAST, 68.27 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

Permitted Encumbrances

1. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable, and taxes and assessments levied and/or assessed subsequent to the date hereof.
2. Notice of Development Order recorded in Official Records Book 1444, Page 904, Amendments recorded in Book 1449, Page 930 and in Book 1560, Page 1586, Resolution recorded in Book 1555, Page 1413, Assignment of Developers Rights in Book 1533, Page 1661, Second Allocation of Developers Rights recorded in Book 1677, Page 1525, Re-Assignment and Re-Allocation of Developers Rights in Book 2231, Page 152, and Amendments recorded in Book 1804, Page 559 and in Book 1979, Page 1061.
3. Grant of Easement o Comcast of Greater Florida/Georgia, Inc. recorded in Official Records Book 1639, Page 1111 as amended in Official Records Book 2235, Page 1924 and Official Records book 2273, Page 558.
4. Notice of Establishment of the Three Rivers Community Development in Official Records Book 2249, Page 1548.
5. Development Agreement Community Park in Official Records Book 2260, Page 452.
6. Three Rivers Community Development District Notice of Imposition of Special Assessments in Official Records Book 2265, Page 1561.
7. Final Judgement validating Bonds and Special Assessments in Official Records Book 2272, Page 473.
8. Riparian and/or littoral rights.
9. The right, title or interest, if any, of the public to use as a public beach or recreation area any part of the Property lying between the water abutting the Property and the most inland of any of the following: (a) the natural line of vegetation; (b) the most extreme high water mark; (c) the bulkhead line, or (d) any other line which has been or which hereafter may be legally established as relating to such public use.
10. Rights of the United States Government to that part of the Land, if any, being artificially filled in land in what was formerly navigable waters arising by reason of the United States Government control over navigable waters in the interest of navigation and commerce.

Seller: **THREE RIVERS DEVELOPERS, LLC**, a Delaware limited liability company
Buyer: **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political
subdivision of the State of Florida
Property: Community Park, Nassau County, Florida, a Portion of Tax No: 10-2N-26-0000-0001-0020
Closing Agent: Rogers Towers, P.A.
Closing Date: August 20, 2019
File Number: FA19-16/4284078 (801572)

NOTICE OF REPRESENTATION

The undersigned do hereby expressly confirm the fact that they knew and recognized at the time of the closing of the above referenced real estate transaction, that Rogers Towers, as Settlement Agent, was acting for and on behalf of the Seller. The undersigned acknowledge that he/she/they is/are paying certain title charges to the attorney pursuant to the contract between them. The undersigned understand that he/she/they had the opportunity to employ counsel of his/her/their own choice in connection with this transaction.

NOTICE OF NON-ATTENDANCE BY ATTORNEY

The undersigned consent to the closing being handled by a non-lawyer employee of the firm who is not able to give legal advice at the closing. However, the closing documents have been reviewed by an attorney and an attorney is available to be consulted during the closing if necessary.

Date: August 15, 2019

SELLER:

THREE RIVERS DEVELOPERS, LLC, a
Delaware limited liability company

By: GreenPointe Developers, LLC, a Delaware
limited liability company, its Sole Member

By: GreenPointe Holdings, LLC, a Florida
limited liability company, its
Administrative Member

By: 
Name: Graydon E. Miars
Title: Vice President

BUYER:

**BOARD OF COUNTY
COMMISSIONERS OF NASSAU
COUNTY, FLORIDA**, a political
subdivision of the State of Florida

By: _____

Name: _____

Title: _____

Seller: **THREE RIVERS DEVELOPERS, LLC**, a Delaware limited liability company
Buyer: **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida
Property: Community Park, Nassau County, Florida, a Portion of Tax No: 10-2N-26-0000-0001-0020
Closing Agent: Rogers Towers, P.A.
Closing Date: August 20, 2019
File Number: FA19-16/4284078 (801572)

NOTICE OF REPRESENTATION

The undersigned do hereby expressly confirm the fact that they knew and recognized at the time of the closing of the above referenced real estate transaction, that Rogers Towers, as Settlement Agent, was acting for and on behalf of the Seller. The undersigned acknowledge that he/she/they is/are paying certain title charges to the attorney pursuant to the contract between them. The undersigned understand that he/she/they had the opportunity to employ counsel of his/her/their own choice in connection with this transaction.

NOTICE OF NON-ATTENDANCE BY ATTORNEY

The undersigned consent to the closing being handled by a non-lawyer employee of the firm who is not able to give legal advice at the closing. However, the closing documents have been reviewed by an attorney and an attorney is available to be consulted during the closing if necessary.

Date: August 20, 2019

SELLER:

THREE RIVERS DEVELOPERS, LLC, a Delaware limited liability company

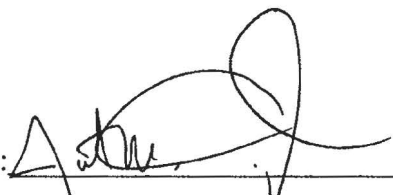
By: GreenPointe Developers, LLC, a Delaware limited liability company, its Sole Member

By: GreenPointe Holdings, LLC, a Florida limited liability company, its Administrative Member

By: _____
Name: Graydon E. Miars
Title: Vice President

BUYER:

BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida

By: 
Name: Justin M. Taylor
Title: Chairman

COMPLIANCE AGREEMENT

SELLER: **THREE RIVERS DEVELOPERS LLC**, a Delaware limited liability company

BUYER: **BOARD OF COUNTY COMMISSIONS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida

CLOSING AGENT: Rogers, Towers, P. A.

PROPERTY: Community Park, Nassau County, Florida, a Portion of Tax No: 10-2N-26-0000-0001-0020

DATE: August 15, 2019

The undersigned Seller and Buyer, agree, if requested by Closing Agent, to fully cooperate and adjust for clerical errors in any and all closing documents deemed necessary or desirable in the reasonable discretion of Closing Agent.

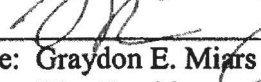
An executed facsimile copy shall be an acceptable form of acceptance of this Agreement. This Agreement may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which will constitute one and the same Agreement.

SELLER:

THREE RIVERS DEVELOPERS, LLC, a Delaware limited liability company

By: GreenPointe Developers, LLC, a Delaware limited liability company, its Sole Member

By: GreenPointe Holdings, LLC, a Florida limited liability company, its Administrative Member

By: 
Name: Graydon E. Miars
Title: Vice President

BUYER:

BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida

By: _____

Name: _____

Title: _____

COMPLIANCE AGREEMENT

SELLER: **THREE RIVERS DEVELOPERS LLC**, a Delaware limited liability company

BUYER: **BOARD OF COUNTY COMMISSIONS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida

CLOSING AGENT: Rogers, Towers, P. A.

PROPERTY: Community Park, Nassau County, Florida, a Portion of Tax No: 10-2N-26-0000-0001-0020

DATE: August 20, 2019

The undersigned Seller and Buyer, agree, if requested by Closing Agent, to fully cooperate and adjust for clerical errors in any and all closing documents deemed necessary or desirable in the reasonable discretion of Closing Agent.

An executed facsimile copy shall be an acceptable form of acceptance of this Agreement. This Agreement may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which will constitute one and the same Agreement.

SELLER:

THREE RIVERS DEVELOPERS, LLC, a Delaware limited liability company

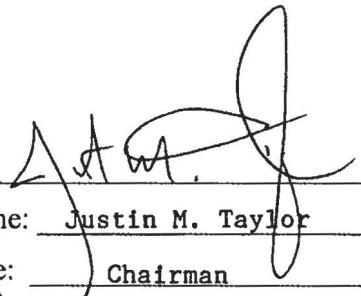
By: GreenPointe Developers, LLC, a Delaware limited liability company, its Sole Member

By: GreenPointe Holdings, LLC, a Florida limited liability company, its Administrative Member

By: _____
Name: Graydon E. Miars
Title: Vice President

BUYER:

BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida

By: 
Name: Justin M. Taylor
Title: Chairman

 First American Title™	Owner's Policy of Title Insurance (with Florida modifications) ISSUED BY First American Title Insurance Company
Owner's Policy	POLICY NUMBER 5011412-0656751e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

For Reference:

File #: FA19-16/Three Rivers Community Park

Issued By:

Rogers Towers, P.A.
1301 Riverplace Blvd., Suite 1500
Jacksonville, FL 32207

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document



First American

Schedule A

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011412-0656751e

Name and Address of Title Insurance Company:

FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

Customer Reference Number: FA19-16/Three Rivers Community Park

First American File Number: 2080-4284078

Address Reference: Vacant Edwards Road, Yulee, FL 32097

Amount of Insurance: \$920,000.00

Premium: \$Promulgated

Date of Policy: August 22, 2019 at 3:56 P.M.

1. Name of Insured:

Board of County Commissioners of Nassau County, Florida

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Board of County Commissioners of Nassau County, Florida

4. The Land referred to in this policy is described as follows:

See Exhibit "A" attached hereto and made a part hereof

ROGERS TOWERS, P.A.

By: _____

Authorized Countersignature

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



First American

Exhibit A

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011412-0656751e

Agent File Number: FA19-16/Three Rivers Community Park

FAST File Number: 2080-4284078

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

A portion of Section 14 and a portion of the Robert Harrison Grant, Section 45, Township 2 North, Range 26 East, Nassau County, Florida being more particularly described as follows:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 200 (A VARIABLE WIDTH RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 74040-2528) WITH THE WESTERLY RIGHT OF WAY LINE OF EDWARDS ROAD (AN 80 FOOT RIGHT OF WAY, PER OFFICIAL RECORDS 246, PAGE 196 OF THE PUBLIC RECORDS OF SAID COUNTY); THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE RUN THE FOLLOWING EIGHT (8) COURSES AND DISTANCES; COURSE NO. 1; SOUTH 51° 26'11" EAST 10.77 FEET; COURSE NO 2; SOUTH 08° 10'18" EAST, 867.32 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO 3; SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 4086.51 FEET, AN ARC DISTANCE OF 869.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 14° 15'58" EAST, 867.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO 4; SOUTH 20° 21'38" EAST, 277.95 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO 5; SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3779.72 FEET, AN ARC DISTANCE OF 947.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13° 10'38" EAST, 945.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO 6; SOUTH 05°59'38" EAST, 2470.20 FEET TO THE POINT OF BEGINNING; COURSE NO 7; CONTINUE SOUTH 05° 59'38" EAST, 164.99 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; COURSE NO 8; SOUTH 06° 28'24" EAST, 1354.14 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 518, PAGE 1229, SAID PUBLIC RECORDS; THENCE SOUTH 88° 52'12" WEST, ALONG SAID LINE, 203.68 FEET; THENCE NORTH 79° 50'18" WEST, 13.73 FEET; THENCE SOUTH 86° 11'02" WEST, 57.36 FEET; THENCE SOUTH 88° 52'12" WEST, 367.49 FEET; THENCE SOUTH 86° 39'51" WEST, 607.88 FEET; THENCE SOUTH 77° 44' 34" WEST, 188.34 FEET; THENCE NORTH 77° 01'55" WEST, 436.23 FEET; THENCE NORTH 03° 19'09" EAST, 184.26 FEET; THENCE NORTH 85° 55'41" WEST, 128.78 FEET; THENCE NORTH 14° 22'10" WEST, 491.86 FEET; THENCE SOUTH 85° 45'32" WEST, 110.64 FEET; THENCE NORTH 07° 42'23" WEST, 99.10 FEET; THENCE NORTH 73° 03'06" EAST, 173.70 FEET; THENCE NORTH 22° 27'23" EAST, 421.59 FEET; THENCE NORTH 57° 03'47" EAST, 217.50 FEET; THENCE NORTH 70° 13'19" EAST, 132.64 FEET; THENCE SOUTH 88° 12'10" EAST, 254.78 FEET; THENCE SOUTH 39° 11'21" EAST, 197.50 FEET; THENCE NORTH 36° 26'16" EAST, 132.27 FEET; THENCE NORTH 90° 00'00" EAST, 108.18 FEET; THENCE SOUTH 24° 38'22" EAST, 107.71 FEET; THENCE NORTH 90° 00'00" EAST, 43.81 FEET; THENCE SOUTH 67° 11'45" EAST, 208.34 FEET; THENCE SOUTH 26° 01'46" EAST, 68.60 FEET; THENCE NORTH 90° 00'00" EAST, 47.08 FEET; THENCE NORTH 28° 43'22" EAST, 160.00 FEET; THENCE NORTH 70° 22'48" EAST, 122.02 FEET; THENCE NORTH 59° 00'20" EAST, 165.87 FEET; THENCE NORTH 28° 42'09" EAST, 188.28 FEET; THENCE SOUTH 89° 52'17" EAST, 68.27 FEET TO THE POINT OF BEGINNING.



First American

Schedule B

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011412-0656751e

Customer Reference Number: FA19-16/Three Rivers Community Park

First American File Number: 2080-4284078

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. 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.
2. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable, and taxes and assessments levied and/or assessed subsequent to the date hereof.
3. Notice of Development Order recorded in Official Records Book 1444, Page 904, Amendments recorded in Book 1449, Page 930 and in Book 1560, Page 1586, Resolution recorded in Book 1555, Page 1413, Assignment of Developers Rights in Book 1533, Page 1661, Second Allocation of Developers Rights recorded in Book 1677, Page 1525, Re-Assignment and Re-Allocation of Developers Rights in Book 2231, Page 152, and Amendments recorded in Book 1804, Page 559 and in Book 1979, Page 1061, Assignment and Assumption in Book 2283, Page 1464, Quit Claim Assignment in Book 2283, Page 1477.
4. Grant of Easement to Comcast of Greater Florida/Georgia, Inc. recorded in Official Records Book Book 1639, Page 1111 as amended in Official Records Book 2235, Page 1924 and Official Records Book 2273, Page 558.
5. Notice of Establishment of the Three Rivers Community Development in Official Records Book 2249, Page 1548.
6. Development Agreement Community Park in Official Records Book 2260, Page 452; Assignment and Assumption Agreement in Book 2283, Page 1471.
7. Three Rivers Community Development District Notice of Imposition of Special Assessments in Official Records Book 2265, Page 1561.
8. Final Judgement validating Bonds and Special Assessments in Official Records Book 2272, Page 473.
9. Notice of Development Order in Official records Book 2270, Page 1848.
10. Riparian and/or littoral rights are not insured.
11. The policy does not insure title to any part of the Land lying below the Mean or Ordinary High Water Line of the abutting body of water.

12. The right, title or interest, if any, of the public to use as a public beach or recreation area any part of the Land lying between the water abutting the Land and the most inland of any of the following: (a) the natural line of vegetation; (b) the most extreme high water mark; (c) the bulkhead line, or (d) any other line which has been or which hereafter may be legally established as relating to such public use.
13. Rights of the United States Government to that part of the Land, if any, being artificially filled in land in what was formerly navigable waters arising by reason of the United States Government control over navigable waters in the interest of navigation and commerce.

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



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:

- 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;
- Information about your transactions with us, our affiliated companies, or others; and
- 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.

Agent File Number: FA19-16/Three Rivers Community Park
Issuing Office File Number: 2080-4284078

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 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS**1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive

notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may

include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made, or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642**

CLOSING STATEMENT

SELLER: THREE RIVERS DEVELOPERS, LLC, a Delaware limited liability company

BUYER: BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida

TRANSACTION: Community Park Donation, Nassau County, FL; A Portion of Tax No: 10-2N-26-0000-0001-0020

DONATION PRICE: \$920,000.00

CLOSING DATE: August 20, 2019 **FILE NO:** 00679-801572(FA19-16/4284078)

SELLER'S STATEMENT

Donation Price		\$	920,000.00
Plus:			
1. 2019 RE Property Tax proration (Note 1)	\$	47.86	
	\$	<u>47.86</u>	\$ 47.86
TOTAL ADJUSTMENTS:			\$ 47.86
Less Closing Costs to be Paid by Sellers:			
1. Attorneys' Fees & Costs.	\$	4,000.00	
2. Recording Fee		\$99.00	
a. Release (4 pgs)	\$35.50		
b. Affidavit of Authority (3 pgs+Index)	\$28.00		
c. Special Warranty Deed (4 pgs)	\$35.50		
3. Title Insurance (Owner's Policy)	\$	3,065.00	
a. Policy Premium	\$4,675.00		
Less Re-Issue Credit	-\$1,885.00		
b. Search Fee	\$275.00		
4. Courier Fee - Courthouse	\$	13.50	
Total Seller's Closing Costs:	\$	7,177.50	\$ (7,177.50)
AMOUNT DUE FROM SELLER:			<u><u>\$ (7,129.64)</u></u>

BUYER'S STATEMENT

Donation Price		\$	920,000.00
Plus:			
1. 2019 RE Property Tax proration (Note 1)	\$	47.86	
2. Documentary Stamp Taxes		POC	
a. Special Warranty Deed	\$6,440.00		
Total Buyer's Closing Costs:	\$	47.86	\$ 47.86
AMOUNT DUE FROM BUYER:			<u><u>\$ 47.86</u></u>

RECEIPTS AND DISBURSEMENTS SCHEDULE

RECEIPTS BY DISBURSING AGENT

1. Wire from Seller	\$ 7,129.64
2. Wire From Buyer	\$ 47.86
	<u>\$ 7,177.50</u>

DISBURSEMENTS BY DISBURSING AGENT:

1. Nassau County Clerk of Court (Recording Fees and Documentary Stamp Tax)	\$ 99.00
2. First Amerian Title Insurance Company (Search Fee and Title Premium)	\$ 3,065.00
3. Rogers Towers (Attorney Fee and Courthouse Fee)	\$ 4,013.50

TOTAL DISBURSEMENTS:

<u><u>\$ 7,177.50</u></u>

NOTES AND SIGNATURES:

- (1) **2019 Real Property Tax Prorations.** The 2019 ad valorem and non-ad valorem taxes for the Property have been prorated based on a portion of the assessed value and millage rate for the 2019 tax amount with maximum allowable discounts of \$131.35 (\$3,040.93/ 1346 Acres x 58.14 acres) for Tax Parcel No. 10-2N-26-0000-0001-0020. The taxes have been prorated based upon the Buyer's period of ownership of the Property. The parties acknowledge that it is the responsibility of Seller to make payment for the 2019 ad valorem and non-ad valorem taxes with the Buyer to pay the 2020 ad valorem and non-ad valorem taxes and all subsequent years. The following prorations are final:

Property Taxes

- 2018 Property Taxes	\$	131.35	
- Per Diem Tax Amount (\$3040.93/365 days)	\$	0.36	
- Buyer's Period of Ownership (08/20/2019 - 12/31/2019) (133 days)		133	
- Buyer's Share of 2019 Taxes	\$	47.86	
		\$	47.86
Total Buyer's Share of Real Property Taxes:		\$	47.86

- (2) The undersigned acknowledge that they have each read and approved the foregoing Closing Statement and agree that it accurately reflects the substance of financial aspects of the Purchase and Sale transaction. In the event that a mistake was made in the preparation of the foregoing Closing Statement, each agrees to correct promptly the same after notice. If requested by the closing agent, title agent, or title insurance company, the parties agree to cooperate fully and adjust for clerical errors on this Closing Statement or on any of the other closing documents, including the execution or re-execution of any reasonable documentation and/or remittance of any additional sums.
- (3) The undersigned acknowledge that in preparing this Closing Statement, or in reviewing this Closing Statement prepared by another party, Rogers Towers, P.A., has necessarily relied upon information provided by others and therefore cannot warrant the accuracy of that information.
- (4) This Closing Statement may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of a facsimile or electronic copy of this Closing Statement and any signatures hereon shall be considered for all purposes as an original.

(Signatures on the following pages)

(5) The undersigned hereby approve this Closing Statement and authorize disbursement of the funds by Rogers Towers, P.A.

SELLER:

THREE RIVERS DEVELOPERS, LLC, a Delaware limited liability company

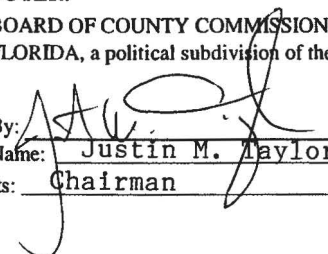
By: GREENPOINTE DEVELOPERS, LLC, a Delaware limited liability company, its sole member

By: GREENPOINTE HOLDINGS, LLC, a Florida limited liability company, its Administrative Member

By: 
Name: Graydon E. Miars
Its: Vice President

BUYER:

BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida

By: 
Name: Justin M. Taylor
Its: Chairman



ATTORNEYS AT LAW

Jon C. Lasserre, Esq.

904 . 432 . 0070

JLasserre@rtlaw.com

960185 Gateway Boulevard • Suite 203
Amelia Island, Florida 32034

904 . 261 . 5618 Main

904 . 396 . 0663 Fax

www.rtlaw.com

December 3, 2019

Mr. Michael S. Mullin
Nassau County Attorney
C/O Susan D. Gilbert, Senior Executive Legal Assistant to Michael S. Mullin
96135 Nassau Place
Suite 6
Yulee, Florida 32097

RE: Three Rivers Developers, LLC Community Park Site Donation to Board of County Commissioners of Nassau County, Florida
Property Address: U/A Edwards Road, Yulee, FL 32097
Our File No.: FA19-16 (00679/802086 fka 801572)

Dear Ms. Gilbert,

In connection with the above-referenced property, please find enclosed the following:

- 1.) ***Owner's Policy of Title Insurance*** (Policy No. 5011412-0656751), issued by First American Title Insurance Company, in the amount of Nine Hundred Twenty Thousand and 00/100 Dollars (\$920,000.00) with an effective date of August 22, 2019 at 3:56 p.m.
- 2.) Original, recorded ***Special Warranty Deed*** between **Three Rivers Developers, LLC, a Delaware limited liability company** (the "Grantor") and **Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida** (the "Grantee"), dated August 20, 2019, and recorded on August 22, 2019, Document #201945027331, OR BK 2299, Page 1325, Clerk Circuit Court, Nassau County, Florida;
- 3.) Copies of fully executed RT closing documents; and
- 4.) Closing Statement.

This information should be kept in a secure location for your records.

If you have any questions, or if we can assist you in any other matter, please feel free to give us a call.

Sincerely,

Jennifer Athavale
Professional Asst. to Jon C. Lasserre

Encl.