

AMENDMENT 1

Inst: 202145007792 Date: 03/05/2021 Time: 11:53AM
Page 1 of 28 B: 2439 P: 1817, Doc Type: AGR
John A. Crawford, Clerk of Court, Nassau County,
By: DW, Deputy Clerk

After recording return to:

Nassau County School District
Office of the Superintendent
1201 Atlantic Avenue
Fernandina Beach, FL 32034

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

Application Number: 2020SCR0001
Project Name: Liberty Cove

**AMENDMENT 1 TO
PUBLIC SCHOOL CONCURRENCY
PROPORTIONATE SHARE MITIGATION AGREEMENT**

THIS AMENDMENT 1 to that certain **PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT** (“Original Agreement”), is entered into by and between THE SCHOOL DISTRICT OF NASSAU COUNTY, a body corporate and political subdivision of the State of Florida, hereinafter referred to as “School District;” NASSAU COUNTY, Florida, a political subdivision of the State of Florida, hereinafter referred to as “County” and Cook Family Haverstick LLC, a limited liability company of the State of Florida, whose address is PO Box 87, Callahan, Florida 32011, Cook Family Vanzant, LLC, a limited liability company of the State of Florida, whose address is PO Box 87, Callahan, Florida 32011, JMC Nassau County Properties, LLC, a limited liability company of the State of Florida, whose address is PO Box 179, Callahan, Florida 32011, Cook Family Burgess Faye Jones LLC, a limited liability company of the State of Florida, whose address is PO Box 87, Callahan, Florida 32011, Harvester Florida, LLC, a limited liability company of the State of Florida whose address is 4545 Ortega Boulevard, Jacksonville, FL 32210, Liberty Cove Nassau, LLC, a limited liability company of the State of Florida, whose address is 12443 San Jose Boulevard, Suite 504, Jacksonville, FL 32223 and Liberty Cove Nassau II, LLC, a limited liability company of the State of Florida, whose address is 12443 San Jose Boulevard, Suite 504, Jacksonville, FL 32223 hereinafter referred to as “Applicants”, together referred to as the “Parties.”

RECITALS:

WHEREAS, the Parties previously entered into the Original Agreement under which the Applicants agreed to provide certain Proportionate Share Mitigation to mitigate the demand for public school facilities to be created by the residential dwelling units proposed in the Applicants’ Development Permit Application; and

WHEREAS, pursuant to the approved Original Agreement, on October 14, 2020, the Applicants were provided with a School Concurrency Reservation Letter documenting that capacity will be available for the proposed residential development in the Development Permit Application; and

AMENDMENT 1

WHEREAS, the Original Agreement and Development Permit Application included Parcel Number(s) Portion of 08-2N-27-0000-0002-0000, 08-2N-27-0000-0003-0000, 45-2N-27-0000-0002-0000, 08-2N-27-0000-0003-0060, 08-2N-27-0000-0004-0000, 17-2N-27-0000-0001-0000, 08-2N-27-0000-0007-0000 and 08-2N-27-0000-0003-0070, consisting of 438 ± acres and located in the Yulee South Concurrency Service Area (the "Property"); and

WHEREAS, the Original Agreement and Development Permit Application included the development of 476 new single-family detached, 350 single-family attached, and 762 multi-family residential dwelling units on the Property; and

WHEREAS, the Applicants now wish to add additional lands to the Property owned by Liberty Cove Nassau II, LLC, which additional lands include Parcel Number(s) 45-2N-27-0000-0001-0000, 45-2N-27-0000-0001-0010, and 45-2N-27-0000-0001-0020, consisting of an additional 114.86 ± acres and located in the Yulee South Concurrency Service Area, which are more particularly described in Exhibit "A," attached hereto and incorporated herein by reference and illustrated on the map in Exhibit "B" attached hereto and incorporated herein by reference (the "Additional Property"); and

WHEREAS, since the approval of the Original Agreement, ownership of certain tracts of the Property has changed and the Original Agreement has been assigned to the new owners, Liberty Cove Nassau, LLC and Harvester Florida, LLC (the Assignment and Assumption of Public School Concurrency Proportionate Share Mitigation Agreements are attached as Exhibit C); and

WHEREAS, the Applicants and School District both desire additional time to perform their respective tasks regarding the surveying, due diligence evaluation, and title commitment for the Donated Property, as set forth in Section 4(A) of the Original Agreement; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

SECTION 2. DEFINITION OF MATERIAL TERMS. Any capitalized terms used herein but not defined shall have the meaning attributed to such term in the Interlocal Agreement, as the context may require.

SECTION 3. ADDITIONAL PROPERTY.

(A) The Property included in the Original Agreement is hereby amended to include the Additional Property.

(B) The Parties agree that this Amendment 1 and the Original Agreement satisfy the requirements of Section 163.3180(6)(h), Florida Statutes, as a legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created by the residential development proposed in the Development Permit Application.

AMENDMENT 1

SECTION 4. AMENDMENT OF SECTION 4(A) OF THE ORIGINAL AGREEMENT.

(A) The 90-day time period in Section 4(A)(4) of the Original Agreement for the Applicant to have the Donated Property surveyed is hereby extended to 180 days from the Effective Date of the Original Agreement, which was October 8, 2020.

(B) The cross reference to Section 4(A)(5)(a) in Section 4(A)(4) of the Original Agreement regarding the treatment of title defects is hereby corrected to refer to Section 4(A)(6)(a), such that the relevant sentence now reads as follows: "If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any encroachment on the Donated Property or that improvements intended to be located on the Donated Property encroach on the land of others the same shall be treated as a title defect as provided in Section 4(A)(6)(a) below."

(C) The 90-day time period in Section 4(A)(5) of the Original Agreement for the School District to conduct a feasibility and suitability analysis of the Donated Property is hereby extended to 180 days from the Effective Date of the Original Agreement, which was October 8, 2020.

(D) The 90-day time period in Section 4(A)(6) of the Original Agreement for the School District to obtain a title insurance commitment for the Donated Property is hereby extended to 180 days from the Effective Date of the Original Agreement, which was October 8, 2020.

FULL FORCE AND EFFECT. All other terms and provisions of the Original Agreement not modified herein shall remain in full force and effect and apply equally to this Amendment 1.

SECTION 5. NO GUARANTEE OF LAND USE. Nothing in this Agreement shall require County to approve the Development Permit Application.

SECTION 6. COVENANTS RUNNING WITH THE LAND. This Agreement shall be binding and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

SECTION 7. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

SECTION 8. EXHIBITS. All Exhibits attached hereto are a part of this Agreement and are fully incorporated herein by this reference.

SECTION 9. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be binding upon the parties hereto unless in writing and executed by all the Parties to this Agreement.

SECTION 10. ASSIGNMENT, TRANSFER OF RIGHTS. The Applicant may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser

AMENDMENT 1

of all or any part of fee simple title to the Property; provided, however, that any such assignment shall be in writing. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.

SECTION 11. COUNTERPARTS. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

SECTION 12. RECORDING OF THIS AGREEMENT. The School District agrees to record this Agreement, at Applicant's expense, within fourteen (14) days after the Effective Date, in the Public Records of Nassau County, Florida.

SECTION 13. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement among the Parties with respect to the subject matter addressed herein, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

SECTION 14. SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

SECTION 15. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Nassau County Code and venue for any action to enforce the provisions of this Agreement shall be in the Fourth Judicial Circuit Court in and for Nassau County, Florida.

SECTION 16. ATTORNEY'S FEES. In the event any party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against any other party hereto arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

SECTION 17. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures (the "Effective Date").

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below each signature:

AMENDMENT 1

[REST OF PAGE INTENTIONALLY LEFT BLANK]

AMENDMENT 1

SCHOOL DISTRICT

(corporate seal)

THE SCHOOL DISTRICT OF NASSAU
COUNTY, FLORIDA

WITNESSES

Cornell Daugherty
[Signature]

By: Donna Martin

Donna Martin, Chair

28 day of January, 2021.

ATTEST:

Approved as to Form:

[Signature]

Kathy F. Bu, Superintendent of
Schools

Brett L. Steger
Nassau, School District Attorney

28 day of January, 2021.

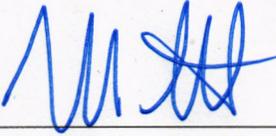
AMENDMENT 1

COUNTY

NASSAU COUNTY, FLORIDA

WITNESSES

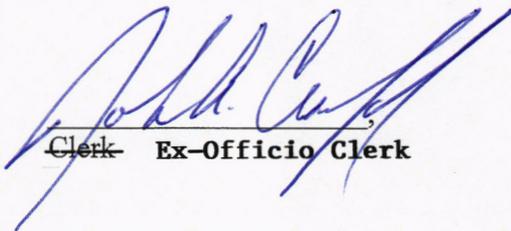
Brenda Liville
Deather

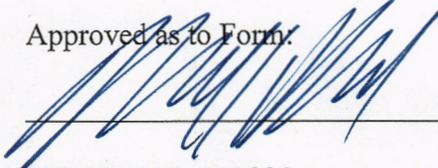
By: 

Thomas R. Ford, Chair

22nd day of February, 2021.

ATTEST:


Clerk Ex-Officio Clerk

Approved as to Form:

Michael S. Mullin
Nassau County, County Attorney

22nd day of February, 2021.

AMENDMENT 1

Exhibit A – Legal Description of Additional Property

Exhibit B – Location Map for Additional Property

Exhibit C – Assignment and Assumption of Public School Concurrency
Proportionate Share Mitigation Agreement

EXHIBIT A

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

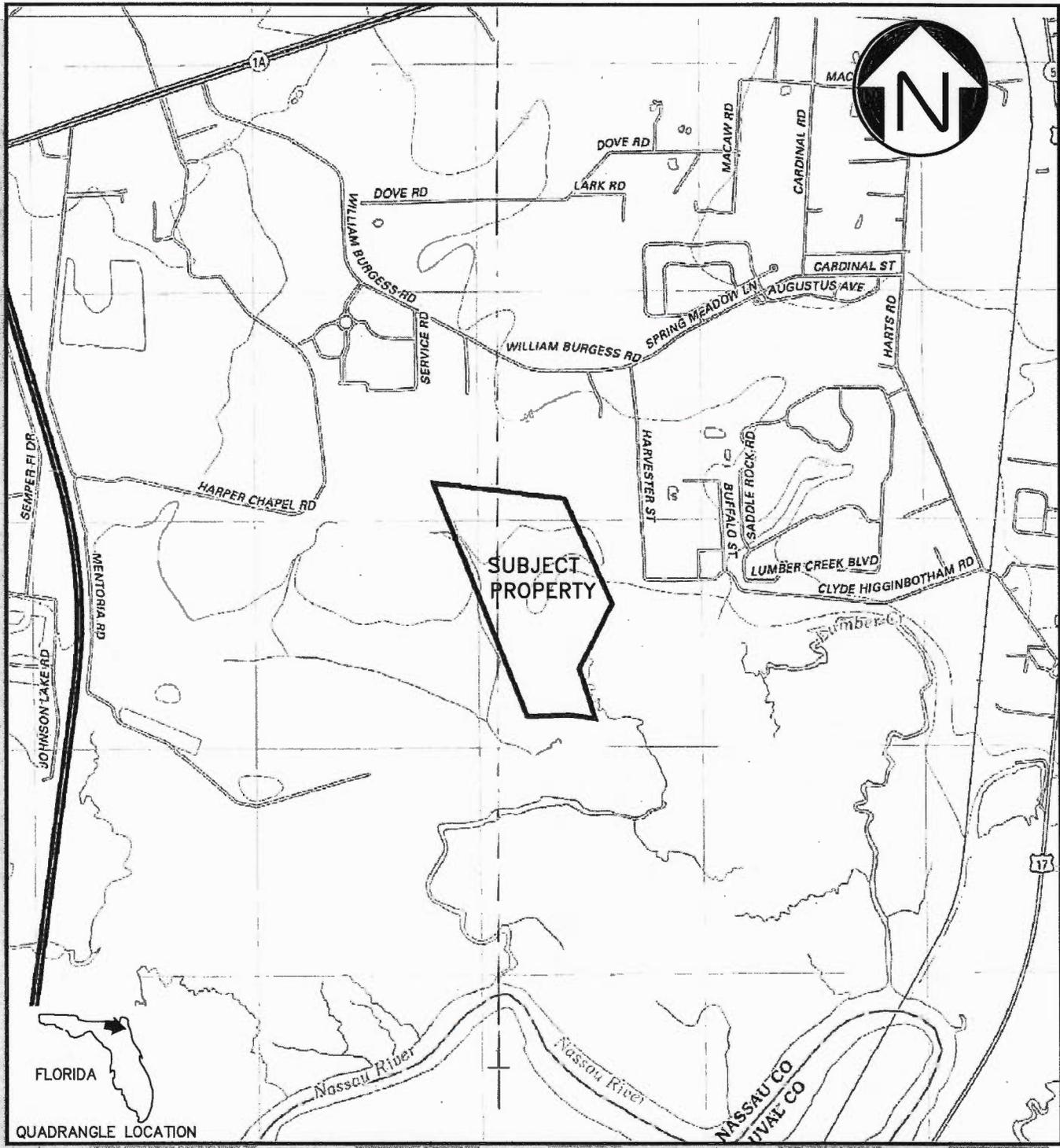
A PARCEL OF LAND SITUATE IN THE JOHN UPTERGROVE GRANT, SECTION 45, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEASTERLY CORNER OF SAID SECTION 45; THENCE SOUTH $22^{\circ}37'20''$ EAST, ALONG THE EASTERLY LINE OF SAID SECTION 45, A DISTANCE OF 816.37 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH $22^{\circ}37'20''$ EAST, ALONG THE EASTERLY LINE OF SAID SECTION 45, A DISTANCE OF 1,838.69 FEET TO A 4"x4" CONCRETE MONUMENT LOCATED AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA; THENCE CONTINUE SOUTH $22^{\circ}37'20''$ EAST, ALONG THE EASTERLY LINE OF SAID SECTION 45, A DISTANCE OF 129 FEET MORE OR LESS TO INTERSECT THE DIVISION LINE BETWEEN THE HIGHLANDS AND THE MARSHLANDS OF THE NASSAU RIVER AND A POINT HEREINAFTER REFEREED TO AS POINT "A"; THENCE RETURN TO THE **POINT OF BEGINNING** AND RUN THE FOLLOWING SEVEN (7) COURSES ALONG THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 949, PAGE 1447, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA: (1) THENCE SOUTH $83^{\circ}51'44''$ WEST A DISTANCE OF 171.85 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 500.00 FEET; (2) THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ}34'34''$, AN ARC DISTANCE OF 178.87 FEET AND BEING SUBTENDE BY A CHORD BEARING NORTH $85^{\circ}53'22''$ WEST A DISTANCE OF 177.92 FEET; (3) THENCE NORTH $75^{\circ}38'27''$ WEST A DISTANCE OF 157.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 500.00 FEET; (4) THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $13^{\circ}57'47''$, AN ARC DISTANCE OF 121.16 FEET AND BEING SUBTENDE BY A CHORD BEARING NORTH $68^{\circ}41'57''$ WEST A DISTANCE OF 120.86 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 100.00 FEET; (5) THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $49^{\circ}09'24''$, AN ARC DISTANCE OF 85.66 FEET AND BEING SUBTENDE BY A CHORD BEARING NORTH $86^{\circ}17'45''$ WEST A DISTANCE OF 83.06 FEET; (6) THENCE SOUTH $69^{\circ}09'55''$ WEST A DISTANCE OF 191.92 FEET; (7) THENCE NORTH $77^{\circ}59'14''$ WEST A DISTANCE OF 847.91 FEET TO INTERSECT THE NORTHERLY LINE OF SAID SECTION 45; THENCE SOUTH $65^{\circ}52'49''$ WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 45, A DISTANCE OF 171.73 FEET; THENCE SOUTH $22^{\circ}08'37''$ EAST, ALONG THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2022, PAGE 1466, OF THE PUBLIC RECORDS OF NASSAU

COUNTY, FLORIDA, A DISTANCE OF 3,594.85 FEET TO A 4"x4" CONCRETE MONUMENT; THENCE CONTINUE SOUTH 22°08'37" WEST, ALONG THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2022, PAGE 1466, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 14 FEET MORE OR LESS TO INTERSECT THE DIVISION LINE BETWEEN THE HIGHLANDS AND THE MARSHLANDS OF THE NASSAU RIVER; THENCE SOUTHEASTERLY, EASTERLY, NORTHERLY AND NORTHEASTERLY, ALONG THE DIVISION LINE BETWEEN THE HIGHLANDS AND THE MARSHLANDS OF THE NASSAU RIVER, A DISTANCE OF 3,026 FEET MORE OR LESS TO ABOVE REFERENCE POINT "A" AND THE CLOSE OF THIS DESCRIPTION.

EXHIBIT B

LOCATION MAP OF ADDITIONAL PROPERTY

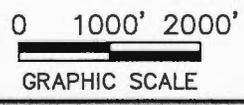


REFERENCE: TOPOGRAPHIC MAP
 ITALIA, HEDGES & GROSS QUADRANGLE; FLORIDA
 DATED; 2012
 U.S. GEOLOGICAL SURVEY



UNIVERSAL ENGINEERING SCIENCES, INC.
 5561 FLORIDA MINING BOULEVARD SOUTH
 JACKSONVILLE, FL 32257
 (904) 296-0757

SITE LOCATION MAP
 ADDITIONAL RIVER POINTE PROPERTY
 YULEE, NASSAU COUNTY, FLORIDA



DRAWN: TW	DATE: 1/21/20	SCALE: 1" = 2000'
CHECKED: TB	PROJ. NO. 0940.2000025.0000	Figure A-1

EXHIBIT C

**ASSIGNMENT AND ASSUMPTION OF PUBLIC SCHOOL CONCURRENCY
PROPORTIONATE SHARE MITIGATION AGREEMENT**

**ASSIGNMENT AND ASSUMPTION OF PUBLIC SCHOOL CONCURRENCY
PROPORTIONATE SHARE MITIGATION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT (this "**Assignment**") is entered into this ____ day of January, 2021 (the "**Assignment Effective Date**"), by **COOK FAMILY HAVERSTICK, LLC**, a Florida limited liability company ("**Assignor**") and **HARVESTER FLORIDA, LLC**, a Florida limited liability company ("**Assignee**").

RECITALS

WHEREAS, Assignor entered into a **PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT** (the "**Agreement**") with the School District of Nassau County which was recorded on October 14, 2020 in Official Records Book 2400 Page 422 of the public records of Nassau County, Florida.

WHEREAS, Section 17 of the Agreement provides the Assignor may assign its rights, obligations and responsibilities under the Agreement to a third-party purchaser of all or part of fee simple title to the property included in the Agreement.

WHEREAS, Assignee acquired fee simple title to the property described by the attached Exhibit "A" (the "**Property**") on or about October 5, 2020 and the Property is included in the Agreement.

WHEREAS, Assignor wishes to assign its interest with respect to the Property under the Agreement to Assignee, and Assignee is willing to assume the Agreement with respect to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Capitalized Terms.** Unless the context otherwise requires, all capitalized terms used, but not otherwise defined herein, shall have the meanings set forth for the same in the Agreement.
2. **Assignment and Assumption.** As of the Assignment Effective Date, Assignor hereby assigns, sets over, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Agreement with respect to the Property. Assignee hereby accepts this assignment and the rights and obligations granted herein, and Assignee hereby assumes, for itself and its successors, assigns and legal representatives, all of such rights, duties, and obligations.
3. **General Provisions.** This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. This Assignment and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State in which the Property is located, without reference to the conflict of law provisions thereof. If any action or proceeding is commenced by either party to enforce its rights under this Assignment, the substantially prevailing party in such action or

proceeding shall be awarded all reasonable costs and expenses incurred in such action or proceeding, including reasonable attorneys' fees and costs (including the cost of in-house counsel and appeals), in addition to any other relief awarded by the court.

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

ASSIGNOR:

COOK FAMILY HAVERSTICK, LLC, a Florida limited liability company

By: Robert P. Cook
Name: Robert P. Cook
Title: Manager / Personal Rep

ASSIGNEE:

HARVESTER FLORIDA, LLC, a Florida limited liability company

By: William R. Howell, II
Name: William R Howell, II
Title: OWNER

EXHIBIT A

A PARCEL OF LAND SITUATE IN SECTIONS 8 AND 17, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE SOUTH 89°26'42" WEST, ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 303.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°59'24" EAST A DISTANCE OF 160 FEET MORE OR LESS TO THE EDGE OF MARSH OF THE NASSAU RIVER AND A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE RETURN TO THE POINT OF BEGINNING AND RUN NORTH 00°59'24" WEST A DISTANCE OF 353.27 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF CLYDE HIGGINBOTHAM ROAD (A 60 FOOT RIGHT-OF-WAY) AS RECORDED IN OFFICIAL RECORDS BOOK 609, PAGE 744, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 89°25'00" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,119.92 FEET; THENCE NORTH 01°14'00" WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF HARVESTER STREET (A 60 FOOT RIGHT-OF-WAY) AS RECORDED IN OFFICIAL RECORDS BOOK 609, PAGE 744, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 2,339.36 FEET; THENCE SOUTH 89°41'13" WEST A DISTANCE OF 1.37 FEET; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF HARVESTER STREET AS SHOWN ON MAP BY CLARY AND ASSOCIATES (FILE NO. LF2018-17-6) THE FOLLOWING SIX COURSES: (1) THENCE NORTH 12°44'32" WEST A DISTANCE OF 123.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 530.00 FEET; (2) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°50'22", AN ARC DISTANCE OF 72.52 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 08°49'20" WEST A DISTANCE OF 72.46 FEET; (3) THENCE NORTH 04°54'08" WEST A DISTANCE OF 232.87 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1,170.00 FEET; (4) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°32'42", AN ARC DISTANCE OF 72.39 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 06°40'28" WEST A DISTANCE OF 72.38 FEET; (5) THENCE NORTH 08°26'46" WEST A DISTANCE OF 234.37 FEET; (6) THENCE NORTH 58°23'29" WEST A DISTANCE OF 25.74 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF WILLIAM BURGESS ROAD (A 100 FOOT RIGHT-OF-WAY) PER OFFICIAL RECORDS BOOK 1049, PAGE 1750., OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, AND A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1,959.86 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°43'30", AN ARC DISTANCE OF 606.30 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 80°49'07" WEST A DISTANCE OF 603.89 FEET TO INTERSECT THE NORTHERLY LINE OF PARCEL "B" AS RECORDED IN OFFICIAL RECORDS BOOK 664, PAGE 915, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 89°59'57" EAST, ALONG LAST SAID NORTHERLY LINE, A DISTANCE OF 389.85 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "B"; THENCE SOUTH 00°14'43" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL "B", A DISTANCE OF 849.66 FEET TO THE SOUTHEAST CORNER OF THEREOF; THENCE SOUTH 00°13'25" EAST, ALONG THE EAST LINE OF PARCEL 2, AS RECORDED IN OFFICIAL RECORDS BOOK 949, PAGE 1462, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 1,127.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89°59'34" WEST, ALONG THE SOUTH LINE OF LAST SAID LANDS, A DISTANCE OF 628.03 FEET TO INTERSECT THE EAST LINE OF THE JOHN UPTERGROVE GRANT, SECTION 45, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA; THENCE SOUTH 2237'50" EAST, ALONG THE EAST LINE OF SAID JOHN UPTERGROVE GRANT, SECTION 45, A DISTANCE OF 1,477.63 FEET TO A 4"x4" CONCRETE MONUMENT "RAYONIER" AND THE SOUTH LINE OF SAID SECTION 8; THENCE CONTINUE SOUTH 2237'50" EAST, ALONG THE EAST LINE OF SAID JOHN UPTERGROVE GRANT, SECTION 45, A DISTANCE OF 650 FEET MORE OR LESS TO THE EDGE OF MARSH OF THE NASSAU RIVER; THENCE EASTERLY ALONG SAID EDGE OF MARSH OF THE NASSAU RIVER, A DISTANCE OF 2,679 FEET MORE OR LESS TO ABOVE REFERENCED POINT "B" AND THE CLOSE OF THIS DESCRIPTION.

**ASSIGNMENT AND ASSUMPTION OF PUBLIC SCHOOL CONCURRENCY
PROPORTIONATE SHARE MITIGATION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT (this "Assignment") is entered into this ____ day of January, 2021 (the "Assignment Effective Date"), by COOK FAMILY VANZANT, LLC, JMC NASSAU COUNTY PROPERTIES, LLC and COOK FAMILY BURGESS FAYE JONES, LLC, each a Florida limited liability company ("Assignor") and LIBERTY COVE NASSAU, LLC, a Florida limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor entered into a PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT (the "Agreement") with the School District of Nassau County which was recorded on October 14, 2020 in Official Records Book 2400 Page 422 of the public records of Nassau County, Florida.

WHEREAS, Section 17 of the Agreement provides the Assignor may assign its rights, obligations and responsibilities under the Agreement to a third-party purchaser of all or part of fee simple title to the property included in the Agreement.

WHEREAS, Assignee acquired fee simple title to the property described by the attached Exhibit "A" (the "Property") on or about November 18, 2020 and the Property is included in the Agreement.

WHEREAS, Assignor wishes to assign its interest with respect to the Property under the Agreement to Assignee, and Assignee is willing to assume the Agreement with respect to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Capitalized Terms. Unless the context otherwise requires, all capitalized terms used, but not otherwise defined herein, shall have the meanings set forth for the same in the Agreement.
2. Assignment and Assumption. As of the Assignment Effective Date, Assignor hereby assigns, sets over, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Agreement with respect to the Property. Assignee hereby accepts this assignment and the rights and obligations granted herein, and Assignee hereby assumes, for itself and its successors, assigns and legal representatives, all of such rights, duties, and obligations.
3. General Provisions. This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. This Assignment and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State in which the Property is located, without reference to the conflict of law provisions thereof. If any action or proceeding is commenced by either party to

enforce its rights under this Assignment, the substantially prevailing party in such action or proceeding shall be awarded all reasonable costs and expenses incurred in such action or proceeding, including reasonable attorneys' fees and costs (including the cost of in-house counsel and appeals), in addition to any other relief awarded by the court.

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

ASSIGNOR:

**COOK FAMILY HAVERSTICK, LLC, a
Florida limited liability company**

By: Robert P. Cook
Name: Robert P. Cook
Title: Manager / Personal Rep.

**JMC NASSAU COUNTY PROPERTIES,
LLC, a Florida limited liability company**

By: James M. Coleman
Name: James M. Coleman
Title: Manager

**COOK FAMILY BURGESS FAYE
JONES, LLC, a Florida limited liability
company**

By: Robert P. Cook
Name: Robert P. Cook
Title: Manager / Personal Rep.

ASSIGNEE:

**LIBERTY COVE NASSAU, LLC, a
Florida limited liability company**

By: Gregory E. Matovina
Name: Gregory E. Matovina
Title: President of Matovina & Company
Manager of Liberty Cove Nassau, LLC

EXHIBIT "A"
(Legal Description)

A parcel of land situate in Sections 8, 17 and the John Uptergrove Grant, Section 45, Township 2 North, Range 27 East, Nassau County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 8; thence South $00^{\circ}41'02''$ East, along the West line of said Section 8, a distance of 2,557.97 feet to the Southwest corner of lands described in Official Records Book 936, Page 888, of the public records of Nassau County, Florida and the Point Of Beginning; thence continue South $00^{\circ}41'02''$ East, along the West line of said Section 8, a distance of 1,394.36 feet to intersect the Northerly line of said John Uptergrove Grant, Section 45, Township 2 North, Range 27 East, Nassau County, Florida; thence South $67^{\circ}03'48''$ West, along the Northerly line of said John Uptergrove Grant, Section 45, a distance of 610.15 feet to the Northwesterly corner of said John Uptergrove Grant, Section 45; thence South $22^{\circ}56'32''$ East, along the Westerly line of said John Uptergrove Grant, Section 45, a distance of 1,492.92 feet to intersect the Westerly line of Section 17, Township 2 North, Range 27 East, Nassau County, Florida; thence South $01^{\circ}00'34''$ East, along the West line of said Section 17, a distance of 2,150.23 feet to the Southwest corner of Government Lot 1, of said Section 17; thence North $87^{\circ}40'15''$ East, along the South line of said Government Lot 1, a distance of 925.62 feet to intersect the Westerly line of said John Uptergrove Grant, Section 45; thence South $23^{\circ}54'32''$ East, along the Westerly line of said John Uptergrove Grant, Section 45, a distance of 641.23 feet to a 4"X 4" concrete monument "Rayonier" located at the edge of marsh of the marshlands of the Nassau River and a point hereinafter referred to as point "A"; thence return to the point of beginning and run along the perimeter of said lands described in Official Records Book 936, Page 890, the following Two courses: (1) North $88^{\circ}03'30''$ East a distance of 793.66 feet; (2) thence North $00^{\circ}32'55''$ West a distance of 1,416.65 feet to intersect the Southerly right-of-way line of William Burgess Road (a 100 foot right-of-way); thence along said Southerly right-of-way line the following Three courses: (1) thence South $63^{\circ}08'56''$ East a distance of 840.54 feet to the beginning of a curve concave to the Southwest having a radius of 925.00 feet; (2) thence Southeasterly along the arc of said curve through a central angle of $05^{\circ}35'59''$, an arc distance of 90.40 feet and being subtended by a chord bearing South $60^{\circ}20'57''$ East a distance of 90.37 feet; (3) thence South $57^{\circ}32'57''$ East a distance of 234.37 feet to the Northerly corner of lands described in Official Records Book 847, Page 1461, of the public records of Nassau County, Florida; thence South $30^{\circ}09'27''$ West, along the Northwesterly line of last referenced lands, a distance of 390.53 feet to the Northwest corner of Parcel "A" described in Official Records Book 664, Pages 915 through 924, of the public records of Nassau County, Florida; thence along the perimeter of lands described as Exhibit "A", Parcel 3 in Official Records Book 949, Pages 1456 through 1458, of the public records of Nassau County, Florida, the following Nine courses; (1) thence North $89^{\circ}43'32''$ West a distance of 68.74 feet; (2) thence South $01^{\circ}24'49''$ East a distance of 116.83 feet to the beginning of a curve concave to the Northwest having a radius of 430.00 feet; (3) thence Southwesterly along the arc of said curve through a central angle of $35^{\circ}17'49''$, an arc distance of 264.90 feet and being subtended by a chord bearing South $16^{\circ}14'06''$ West a distance of 260.73 feet; (4) thence South $33^{\circ}33'00''$ West a distance of 220.41 feet to the beginning of a curve concave to the Northwest having a radius of 530.00 feet; (5) thence Southwesterly along the arc of said curve through a central angle of $15^{\circ}04'54''$, an arc distance of 139.51 feet and being subtended by a chord bearing South

41°25'27" West a distance of 139.11 feet; (6) thence South 48°57'54" West a distance of 502.75 feet to the beginning of a curve concave to the Southeast having a radius of 470.00 feet; (7) thence Southwesterly along the arc of said curve through a central angle of 47°53'25", an arc distance of 392.85 feet and being subtended by a chord bearing South 25°01'12" West a distance of 381.51 feet; (8) thence South 01°04'29" West a distance of 331.34 feet to intersect the Northerly line of said John Uptergrove Grant, Section 45; (9) thence North 67°21'52" East, along the Northerly line of said John Uptergrove Grant, Section 45, a distance of 356.69 feet to the Northwesterly corner of lands described in Official Records Book 689, Page 1025, of the public records of Nassau County, Florida; thence South 22°10'07" East, along the Westerly line of last said lands, a distance of 3,595.04 feet to a 4"X4" concrete monument "Rayonier"; thence continue South 22°10'07" East, along said Westerly line, a distance of 86 feet more or less to the marshlands of the Nassau River; thence Southwesterly, Southeasterly and Southwesterly, along the marshlands of the Nassau River, a distance of 5,037 feet more or less to above referenced Point "A" and the closing point of this description.