

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

TRANSPORTATION MOBILITY CONTRIBUTION CREDIT AGREEMENT

THIS TRANSPORTATION MOBILITY CONTRIBUTION CREDIT AGREEMENT (“Agreement”), is made this 13th day of December, 2021, by and between **CENTURY COMMUNITIES OF FLORIDA, LLC**, a Colorado limited liability company, its successors or assigns, (the **“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 those terms are defined in the Mobility Fee Ordinance, pursuant to a development permit or made voluntarily in connection with New Construction; and

WHEREAS, the Developer owns approximately 81 acres of property, purchased from Nassau 1 Amelia LLC, which property is further described in **Exhibit “1”** attached hereto (the **“Property”**); and

WHEREAS, the Property is a Planned Unit Development pursuant to Ordinance 2019-18 (the **“PUD”**), and

WHEREAS, Sections VIII and XI of Exhibit **“B”** (the Preliminary Development Plan and Narrative Description) to the PUD, require the donation of certain lands to the County to offset impacts of the PUD development; and

WHEREAS, the Developer has complied with Sections VIII and XI of Exhibit **“B”** to the PUD in that Nassau I Amelia LLC, Developer’s predecessor-in-interest, donated the following three parcels of land to the County:

- a. A sixty (60) foot wide right-of-way pursuant to Right of Way Deed recorded in the Official Records Book 2323, Page 1908, of the public records of Nassau County, Florida (the **“60-Foot-Wide ROW Parcel”**);
- b. A one hundred ten (110) wide right-of-way pursuant to Right of Way Deed recorded in the Official Records Book 2323, Page 1913, of the public records of Nassau County, Florida (the **“110-Foot-Wide ROW Parcel”**);
- c. A triangular right-of-way parcel pursuant to Right of Way Warranty Deed recorded in the Official Records Book 2345, Page 1657, of the public records of Nassau County, Florida (the **“Triangular ROW Parcel”**); and

WHEREAS, Section XI of Exhibit **“B”** to the PUD also requires the Developer to construct a two-lane roadway and sidewalk on the north side of the road within the dedicated right-of-way from County Road 107 approximately 1,250 feet east including construction of a

signalized intersection with turn lanes at County Road 107 and Amelia Concourse, along with an ADA accessible multi-use trail along the south side of the road and provide all stormwater retention and wetland mitigation required for the new roadway; and

WHEREAS, with regard to the intersection of County Road 107 and the extension of Amelia Concourse, Section XI of Exhibit “B” to the PUD further requires the Developer to construct any needed guard rails, repurpose or replace the existing southeastern signal mast arm, adjust signal timing, add a southbound left turn lane and add a northbound right turn lane, unless the County Engineer determines the northbound turn lane is not warranted due to lack of anticipated use (the roadway improvements set forth in Section XI of Exhibit “B” to the PUD are collectively referred to as the “**Improvements**”); and

WHEREAS, the donation of the three parcels of land and the Improvements are eligible for impact fee credits pursuant to Section XI of Exhibit “B” to the PUD, 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 PUD 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 provision 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 PUD as set forth below:

i. Pursuant to the agreed upon appraisal prepared by Jason Lovett of Lovett Valuation, LLC, dated March 18, 2020, attached hereto as **Exhibit "2"**, upon execution of this Agreement, the Developer is entitled to immediate credit in the amounts set forth below:

- (1) \$50,423.00 for the donation of the 60-Foot-Wide ROW Parcel; and
- (2) \$ 142,446.00 for the donation of the 110-Foot-Wide ROW Parcel; and
- (3) \$6,264.00 for the donation of the Triangular ROW Parcel.

ii. At such time that the Improvements are reviewed and approved by the County Manager or his designee, the Developer shall be entitled to credit for the value of the Improvements as calculated pursuant to Section 3.02.E.(2) of the Mobility Fee Ordinance, as such section may be amended from time to time. If such Improvements are approved in stages or subparts, the Developer shall be entitled to credit for the value of any such approved Improvements immediately upon the approval of that stage or subpart.

b. **Transferability of Mobility Fee Credits.** Pursuant to Section 163.31801(10), Florida Statutes (2021), the Credits may be used, transferred, sold or assigned, in whole or in part by the Developer, or a designated transferee, for use within the PUD or to any

other development or parcel that is within the same mobility zone or that is within an adjoining mobility zone which receives benefits from the improvement or contribution that generated the Credits.

c. 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 “3”** (a “**Credit Voucher**”) which Credit Voucher shall identify the designated transferee and specify the amount of Credit being transferred. Only the Developer or a designated transferee is entitled to utilize the Credit. Upon request by the 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.

d. 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 PUD 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 PUD 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 PUD 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. Conveyance. The Developer has conveyed land to the County for future right of way as required by Sections VIII and XI of Exhibit "B" to the PUD.

b. Improvements. The Developer is required to design, permit and construct those certain Improvements set forth in Section XI of Exhibit "B" to the PUD.

c. 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 (the "**Annual Report**").

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, the Developer or any developer or builder seeking building permits within the PUD 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: Taco Pope
County Manager
Nassau County, Florida
96135 Nassau Place, Suite 1
Yulee, Florida 32097
Email: tpope@nassaucountyfl.com

With a copy to: Thad Crowe
Planning & Economic Opportunity Director
Nassau County, Florida
96161 Nassau Place
Yulee, Florida 32097
Email: tcrowe@nassaucountyfl.com

And: Robert T. Companion, P.E.
County Engineer
Nassau County, Florida
96161 Nassau Place
Yulee, Florida 32097
Email: rcompanion@nassaucountyfl.com

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

Developer: Chris Ward
Century Communities of Florida, LLC
3091 Governors Lake Drive, Suite 200
Norcross, Georgia 30071
Email: Chris.Ward@centurycommunities.com

With a copy to: Angie Yeremian
Century Communities
Southeast Regional Counsel
3091 Governors Lake Drive, Suite 200
Norcross, Georgia 30071
Email: Ayeremian@centurycommunities.com

And: Emily G. Pierce, Esq.
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207
Email: 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. The 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.

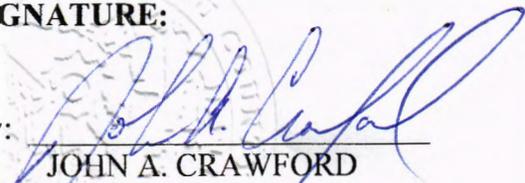
h. Governing Law. This Agreement, and the rights and obligations of the County and the Developer hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida.

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.

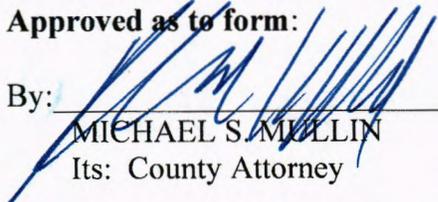
Passed and Duly adopted by the Board of County Commissioners of Nassau County, Florida this 13th day of December, 2021.

ATTEST AS TO CHAIRMAN'S SIGNATURE:

By: 
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

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

By: 
THOMAS R. FORD
Its: Chairman

Approved as to form:
By: 
MICHAEL S. MELLIN
Its: County Attorney

CENTURY COMMUNITIES OF FLORIDA,
LLC, a Colorado limited liability company

Susie Anderson

By: _____
Name Susie Anderson
Its: Division President

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this 14 day of December, 2021, by Susie Anderson
as Division President of Century Communities of Florida, LLC, a Colorado limited liability
company, on behalf of the company. S/he (check one) is personally known to me, or has
produced a valid driver's license as identification.

(SEAL)

Notary Public, State of Florida and county aforesaid
Name: Tarnisha Neiderman
My Commission Expires: 29 September 2024
My Commission Number is: # HH167376



TARNISHA R. NEIDERMAN
Commission # HH 167376
Expires September 29, 2024
Bonded Thru Budget Notary Services

EXHIBIT "1"
LEGAL DESCRIPTION

[Legal Description]

PARCEL A:

A PORTION OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE SOUTH 89°57'03" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 29, A DISTANCE OF 2,666.45 FEET TO THE WESTERLY LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 29; THENCE NORTH 00°04'25" WEST, ALONG LAST SAID LINE, 840.34 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AMELIA CONCOURSE (A 100 FOOT RIGHT OF WAY, PER OFFICIAL RECORDS BOOK 897, PAGE 1417, OF THE PUBLIC RECORDS OF SAID COUNTY) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°04'25" WEST, ALONG SAID WESTERLY LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 29, A DISTANCE OF 461.43 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 990, PAGE 1471, OF SAID PUBLIC RECORDS; THENCE NORTH 89°29'08" EAST, ALONG LAST SAID LINE, 1,330.69 FEET TO THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 107 (OLD NASSAUVILLE ROAD, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTH 04°34'39" EAST, ALONG LAST SAID LINE, 102.87 FEET TO THE WESTERLY LINE OF THE NORTH 128.9 FEET OF THE EAST 1,320 FEET OF GOVERNMENT LOT 4 OF SAID SECTION 29; THENCE SOUTH 00°26'17" EAST, ALONG LAST SAID LINE, 26.29 FEET TO THE SOUTHERLY LINE OF LAST SAID LANDS; THENCE NORTH 89°29'08" EAST, ALONG LAST SAID LINE, 1.90 FEET TO THE AFORESAID WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 107; THENCE SOUTH 04°34'39" EAST, ALONG LAST SAID LINE, 152.62 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, CONTINUING ALONG LAST SAID LINE AND AROUND AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1,722.95 FEET, AN ARC DISTANCE OF 574.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 04°58'07" WEST, 571.47 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF AMELIA CONCOURSE; THENCE NORTH 73°52'03" WEST, ALONG LAST SAID LINE, 1,356.46 FEET TO THE POINT OF BEGINNING.

PARCEL B:

A PORTION OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE SOUTH 89°57'03" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 29, A DISTANCE OF 1,556.90 FEET TO THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 107 (OLD NASSAUVILLE ROAD, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°57'03" WEST, ALONG SAID SOUTHERLY LINE OF SECTION 29, A DISTANCE OF 1,109.55 FEET TO THE WESTERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 29; THENCE NORTH 00°04'25" WEST, ALONG LAST SAID LINE, 736.20 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF AMELIA CONCOURSE (A 100 FOOT RIGHT OF WAY, PER OFFICIAL RECORDS BOOK 897, PAGE 1417, OF THE PUBLIC RECORDS OF SAID COUNTY); THENCE SOUTH 73°52'03" EAST, ALONG LAST SAID LINE, 1,327.32 FEET TO THE AFORESAID WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 107 AND THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,722.95 FEET, AN ARC DISTANCE OF 310.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 23°00'07" WEST, 310.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 28°09'49" WEST, CONTINUING ALONG LAST SAID LINE, 91.98 FEET TO THE POINT OF BEGINNING.

PARCEL C-1:

File No. 2237-2696109

A PORTION OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE SOUTH 89°57'03" WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 32, A DISTANCE OF 1556.90 FEET TO THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 107 (OLD NASSAUVILLE ROAD, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED) AND THE POINT OF BEGINNING; THENCE SOUTH 28°09'49" WEST, ALONG LAST SAID LINE, 529.44 TO THE NORTHERLY LINE OF THOSE LANDS DESIGNATED 60' ROAD RIGHT OF WAY AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2323, PAGE 1908 OF THE PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY AND NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 73°09'49" WEST, 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: NORTH 61°50'11" WEST, 271.21 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; COURSE NO. 3: WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 117.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 76°25'54" WEST, 115.91 FEET TO THE POINT OF TANGENCY; COURSE NO. 4: SOUTH 88°58'23" WEST, 470.72 FEET TO THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 32; THENCE NORTH 00°35'29" WEST, ALONG LAST SAID LINE, 329.30 FEET TO THE AFORESAID NORTHERLY LINE OF SECTION 32; THENCE NORTH 89°57'03" EAST, ALONG LAST SAID LINE, 1109.55 FEET TO THE POINT OF BEGINNING.

PARCEL C-2:

A PORTION OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE SOUTH 89°57'03" WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 32, A DISTANCE OF 1556.90 FEET TO THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 107 (OLD NASSAUVILLE ROAD, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTH 28°09'49" WEST, ALONG LAST SAID LINE, 639.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 28°09'49" WEST, ALONG LAST SAID LINE, 344.31 FEET; THENCE NORTH 61°50'11" WEST, 316.28 FEET; THENCE NORTH 77°02'15" WEST, 369.26 FEET TO THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 32; THENCE NORTH 00°35'29" WEST, ALONG LAST SAID LINE, 244.95 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESIGNATED 60' ROAD RIGHT OF WAY AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2323, PAGE 1908 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: NORTH 88°58'23" EAST, 471.17 FEET TO THE POINT OF CURVATURE OF SAID CURVE; COURSE NO. 2: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 170.00 FEET, AN ARC DISTANCE OF 86.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 76°25'54" EAST, 85.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH 61°50'11" EAST, 271.21 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 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 16°50'11" EAST, 35.36 FEET TO THE POINT OF BEGINNING.

PARCEL D-1:

A PORTION OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 29, ALSO BEING THE NORTHEAST CORNER OF AMELIA BAY ESTATES, AS RECORDED IN PLAT BOOK 7, PAGE 4 THROUGH 10, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89°58'33" WEST, ALONG THE NORTHERLY LINE OF SAID AMELIA BAY ESTATES, 1465.77 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 107 (OLD NASSAUVILLE ROAD, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 28°09'49" EAST, ALONG LAST SAID LINE, 354.80 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS DESIGNATED 100' ROAD R/W AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2323, PAGE 1913 OF SAID PUBLIC RECORDS; THENCE NORTHEASTERLY AND EASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: NORTH 66°54'20" EAST, 31.19 FEET; COURSE NO. 2: SOUTH 73°52'03" EAST, 26.55 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 3: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1055.00 FEET, AN ARC DISTANCE OF 1187.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°53'06" EAST, 1125.85 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: NORTH 41°38'15" EAST, 186.64 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF FRANK WARD ROAD (A 60 FOOT RIGHT OF WAY, PER RIGHT OF WAY SURVEY BY OLDE ISLE SURVEYING & MAPPING COMPANY, JOB NO. 97110); THENCE SOUTHEASTERLY, ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2926.05 FEET, AN ARC DISTANCE OF 38.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58°02'44" EAST, 38.64 FEET, TO THE EASTERLY LINE OF SAID SECTION 29; THENCE SOUTH 00°26'16" EAST, ALONG LAST SAID LINE, 748.59 FEET, TO THE POINT OF BEGINNING.

PARCEL D-2:

A PORTION OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 29, ALSO BEING THE NORTHEAST CORNER OF AMELIA BAY ESTATES, AS RECORDED IN PLAT BOOK 7, PAGE 4 THROUGH 10, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89°58'33" WEST, ALONG THE NORTHERLY LINE OF SAID AMELIA BAY ESTATES, 1465.77 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 107 (OLD NASSAUVILLE ROAD, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTHEASTERLY AND NORTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: NORTH 28°09'49" EAST, 428.02 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; COURSE NO. 2: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 510.46 FEET, AN ARC DISTANCE OF 78.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23°44'21" EAST, 78.75 FEET, TO THE POINT OF BEGINNING; COURSE NO. 3: CONTINUE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 510.46 FEET, AN ARC DISTANCE OF 212.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°22'07" EAST, 211.33 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: NORTH 04°34'39" WEST, 526.62 FEET, TO THE SOUTHERLY LINE OF THE NORTH 128.9 FEET OF THE EAST 1320 FEET OF GOVERNMENT LOT 4 OF SAID SECTION 29, ALSO BEING THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1362, PAGE 1866 OF SAID PUBLIC RECORDS; THENCE NORTH 89°29'08" EAST, ALONG LAST SAID LINE, 524.16 FEET, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF FRANK WARD ROAD (A 60 FOOT RIGHT OF WAY, PER RIGHT OF WAY SURVEY BY OLDE ISLE SURVEYING & MAPPING COMPANY, JOB NO. 97110); THENCE SOUTH 58°31'15" EAST, ALONG LAST SAID LINE, 690.68 FEET, TO THE NORTHERLY LINE OF THOSE LANDS DESIGNATED 110' ROAD R/W AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2323, PAGE 1913 OF SAID PUBLIC RECORDS; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 41°38'15" WEST, 166.94 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; COURSE NO. 2: WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 1070.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 74°04'38" WEST, 1013.81 FEET; COURSE NO. 3: NORTH 27°01'22"

Inst. Number: 202145023005 Book: 2472 Page: 302 Page 6 of 7 Date: 6/21/2021 Time: 11:27 AM
John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 40,631.50

Inst. Number: 202145022978 Book: 2472 Page: 201 Page 6 of 7 Date: 6/21/2021 Time: 10:36 AM
John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

WEST, 27.32 FEET, TO THE POINT OF BEGINNING.

PARCEL E:

A PORTION OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 29, ALSO BEING THE NORTHEAST CORNER OF AMELIA BAY ESTATES, AS RECORDED IN PLAT BOOK 7, PAGE 4 THROUGH 10, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00°26'16" WEST, ALONG THE EASTERLY LINE OF SAID SECTION 29, A DISTANCE OF 969.58 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°26'16" WEST, ALONG LAST SAID LINE, 224.90 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1362, PAGE 1856 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89°29'08" WEST, ALONG LAST SAID LINE, 600.49 FEET, TO THE NORTHEASTERLY RIGHT OF WAY LINE OF FRANK WARD ROAD (A 60 FOOT RIGHT OF WAY, PER RIGHT OF WAY SURVEY BY OLDE ISLE SURVEYING & MAPPING COMPANY, JOB NO. 97110); THENCE SOUTH 58°31'15" EAST, ALONG LAST SAID LINE, 605.39 FEET, TO THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2345, PAGE 1657 OF SAID PUBLIC RECORDS; THENCE NORTH 41°38'15" EAST, ALONG LAST SAID LINE, 129.28 FEET, TO THE POINT OF BEGINNING.

EXHIBIT "2"
APPRAISAL PREPARED BY LOVETT VALUATION, LLC
DATED MARCH 18, 2020

Exhibit 2 is available in its entirety as an attachment to the agenda item, and can be requested by contacting the Engineering Services Department at (904) 530-6225.

EXHIBIT "3"
CREDIT VOUCHER

CONCOURSE CROSSING PLANNED UNIT DEVELOPMENT TRANSPORTATION MOBILITY FEE CREDIT VOUCHER

1. Name and address of Developer/Grantor: Century Communities of Florida, LLC 3091 Governors Lake Drive, Suite 200 Norcross, Georgia 30071	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 Credit(s) to Grantee for development within the Concourse Crossing PUD as indicated below. Developer gives notice to Nassau County, Florida that the amount set forth below should be deducted from the Concourse Crossing PUD Mobility Fee account of the Developer. **Exhibit "A"** attached is an accounting showing the current balances to date, less this allocation, for the Concourse Crossing PUD Mobility Fee account as maintained by Developer.

5. Mobility Fee Credited

Transportation/Mobility Fee

Amount to be Credited

\$ _____

DEVELOPER/GRANTOR

Signature: _____

By: _____

Name: _____

Title: _____