

After recording return to:

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

CS-21-303

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

Application Number: 2022SCR0018
Project Name: Hidden Lake

**PUBLIC SCHOOL CONCURRENCY
PROPORTIONATE SHARE MITIGATION AGREEMENT**

THIS PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT (“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 PATRIOT RIDGE, LLP, a limited liability partnership of the State of Florida, whose address is 12443 San Jose Boulevard, Suite 504, Jacksonville, Florida 32223, hereinafter referred to as “Applicant”, together referred to as the “Parties.”

RECITALS:

WHEREAS, in order to implement a system of school concurrency as provided in the Public School Facilities Element of the Nassau County 2030 Comprehensive Plan (the “Public School Facilities Element”), the School District, Nassau County, and the municipalities within Nassau County have entered into that certain “Amended Interlocal Agreement For Public School Facility Planning,” dated as of August 2008 (the “Interlocal Agreement”); and

WHEREAS, the County and the School District have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards (“Level of Service” and “Level of Service Standards”) required in the current Interlocal Agreement and the Public School Facilities Element; and

WHEREAS, pursuant to Section 10 of the Interlocal Agreement, Section 08.05 of the Public School Facilities Element, and Section 163.3180, Florida Statutes, an Applicant submitting a development permit application for residential development requiring a rezoning, subdivision plat approval, site plan approval, or the functional equivalent that will generate additional students in a concurrency service area, as established in the Public School Facilities Element, in which there is insufficient capacity to accommodate the anticipated additional students must enter into a proportionate share mitigation agreement and provide proportionate share mitigation to ensure that

the minimum level of service standards are maintained as specified in the Interlocal Agreement, the Public School Facilities Element, and Florida Statutes; and

WHEREAS, applicants must submit a development permit application to the County along with a School Impact Analysis that identifies the proposed location of the residential development, the number of dwelling units that will be created, a phasing schedule (if applicable), and age restrictions for occupancy (if any) as well as all other information required pursuant to the Interlocal Agreement and Public School Facilities Element; and

WHEREAS, Applicant is the fee simple owner of that certain tract of land (Parcel Number(s) 31-2N-28-0000-0002-0000, 31-2N-28-0002-0010 and 31-2N-28-0000-0002-0040), consisting of 203 ± acres and located in the Yulee South Concurrency Service Area specified in the Public School Facilities Element, which property is more particularly described on Exhibit "A," attached hereto and incorporated herein by reference (the "Property"), which such Property location is further illustrated by a map attached hereto as Exhibit "B," and incorporated herein by reference; and

WHEREAS, the Applicant has submitted a development permit application and School Impact Analysis to County in connection with a proposal to obtain a rezoning approval in order to develop 275 single-family dwelling units on the Property (the "Development Permit Application"), which such Development Permit Application and School Impact Analysis have been forwarded to the School District; and

WHEREAS, the School District has reviewed and evaluated the Applicant's Development Permit Application and School Impact Analysis as required by the Interlocal Agreement; and

WHEREAS, the School District has determined that at the time of this Agreement, based on the current adopted Level of Service Standards, adequate middle and high school capacity is available within the applicable Concurrency Service Area and any contiguous Concurrency Service Areas to accommodate the middle and high school students the Development Permit Application is anticipated to generate for the proposed dwelling units; and

WHEREAS, the School District has determined that based on the current adopted Level of Service Standards, there is insufficient elementary school capacity within the applicable Concurrency Service Area and any contiguous Concurrency Service Areas, including any anticipated new school capacity that will be available in the first three (3) years of the current School District Educational Facilities Plan, to accommodate the anticipated number of public school students that the Development Permit Application will generate and that available school capacity will not be in place or under actual construction within three (3) years after the approval of the Development Permit Application; and

WHEREAS, approving the Development Permit Application without requiring Proportionate Share Mitigation for the impacts of the proposed new dwelling units will result in a failure of the adopted Level of Service Standards; and

WHEREAS, the Applicant has agreed to enter into this Agreement with the School District and County to provide Proportionate Share Mitigation proportionate to the demand for Public

School Facilities to be created by the Development Permit Application, as more particularly set forth herein; and

WHEREAS, the Parties agree that public school concurrency shall be satisfied by the Applicant's execution and full performance of this legally binding Agreement to provide mitigation proportionate to the demand for public school facilities to be created by the residential dwelling units proposed in the Development Permit Application ("Proportionate Share Mitigation").

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. LEGALLY BINDING COMMITMENT.

(A) This Agreement constitutes a legally binding commitment by the Applicant to mitigate for the impacts of the new residential dwelling units for which the Applicant is seeking approval pursuant to the Development Permit Application and satisfies the requirements of the Interlocal Agreement and Public School Facilities Element.

(B) The Parties agree that this Agreement satisfies 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.

SECTION 4. PROPORTIONATE SHARE MITIGATION. The Applicant shall provide the following Proportionate Share Mitigation in order to meet the demand for school capacity created by the proposed residential development, and to provide for capacity for 41.388 elementary students, as follows, in accordance with Section 10.6 of the Interlocal Agreement and Section 09.03 of Public School Facilities Element:

(A) The payment of a total amount of ONE MILLION, FOUR HUNDRED TWENTY-FOUR THOUSAND, THREE HUNDRED FIFTY-ONE DOLLARS AND NO/100 (\$1,424,351.00) for the Development Permit Application, which equates to FIVE THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS AND 46/100 (\$5,179.46) per dwelling unit as an appropriate proportionate share payment to enable the School District to maintain the Level of Service Standard for school capacity in the affected Concurrency Service Area or Concurrency Service Areas.

(B) This proportionate share payment shall be made within eighteen (18) months of the Effective Date of this Agreement or at the time of approval by County of the final

engineering plans for the Project or any phase of the Project, whichever occurs first. This payment shall be a condition precedent to the approval by the County of the final engineering plans for the Project and made directly to the School District.

SECTION 5. USE OF PROPORTIONATE SHARE MITIGATION. The School District shall direct any and all Proportionate Share Mitigation, provided in Section 4 above, to a school capacity project identified in the financially feasible five (5) year district work plan of the School District Educational Facilities Plan which mitigates the impacts from the proposed residential development in the Development Permit Application. If such a school capacity project does not exist in the School District Educational Facilities Plan, the School District may, in its sole discretion, add a school capacity project to mitigate the impacts from the proposed residential development, as provided in Section 10.6 of the Interlocal Agreement.

SECTION 6. CONCURRENCY RESERVATION.

(A) Upon final execution of this Agreement by all Parties hereto, the School District shall issue a School Concurrency Reservation Letter documenting that capacity will be available for the proposed residential development in the Development Permit Application. The County shall be entitled to rely on the School Concurrency Reservation Letter in its review and issuance of a Certificate of Concurrency for the proposed development; provided that nothing herein shall require the County to issue a Certificate of Concurrency for the Development Permit Application if the Applicant has otherwise failed to satisfy the requirements of the County's land development regulations.

(B) The duration and effect of any Certificate of Concurrency relating to the development provided in the Development Permit Application shall be in accordance with the Interlocal Agreement and Public School Facilities Element; however, in no event shall this School Concurrency Reservation Letter, a Certificate of Concurrency, or any capacity reservation based on the same, continue to be effective if the Applicant fails to perform its obligations under this Agreement.

SECTION 7. IMPACT FEE CREDIT.

(A) Any Proportionate Share Mitigation paid pursuant to this Agreement shall be credited on a dollar-for-dollar basis at fair market value toward any Educational System Impact Fees due for the same residential development included in the Development Permit Application, as provided in Section 10.7 of the Interlocal Agreement or as provided in Section 163.31801, Florida Statutes, as it is in effect of the Effective Date of this Agreement.

(B) The School District shall notify the County of the amount of the above-described Proportionate Share Mitigation, which fair market value is ONE MILLION, FOUR HUNDRED TWENTY-FOUR THOUSAND, THREE HUNDRED FIFTY-ONE DOLLARS AND NO/100 (\$1,424,351.00), and shall request Educational System Impact Fees credits in such amount on behalf of the Applicant upon receipt of the Proportionate Share Mitigation.

(C) An entity that later applies for a building permit for any of the dwelling units included in the Development Permit Application shall obtain an assignment of all or a portion of

the above-mentioned Educational System Impact Fee credits from the Applicant and submit such assignment to the School District and County at the time the Educational Impact Fee is due in order to drawdown from the Educational System Impact Fee credits provided herein, for so long as the Applicant has any remaining Educational System Impact Fee credits. The Parties agree that all the requirements, including those in the Nassau County Comprehensive Impact Fee Ordinance, for the Applicant to receive the Educational System Impact Fee credits set forth herein for the Development Permit Application have been satisfied.

(D) Nothing in this Agreement shall be deemed to require the County to continue to levy or collect Educational System Impact Fees or, if levied, to maintain them at any certain level.

SECTION 8. NO GUARANTEE OF LAND USE. Nothing in this Agreement shall require County to approve the Development Permit Application.

SECTION 9. TERMINATION. This Agreement shall terminate and Applicant shall forfeit any administrative application fees paid under the following circumstances, unless the County and the School District agree to an extension of the Certificate of Concurrency provided to the Applicant:

(A) The County does not approve the Development Permit Application within one hundred eighty (180) days of the Effective Date of this Agreement. In such event, all Proportionate Share Mitigation paid by the Applicant shall be refunded to the Applicant.

(B) The Certificate of Concurrency expires in accordance with Section 9.9 of the Interlocal Agreement. In such case, this Agreement shall be terminated and any encumbered capacity shall become unencumbered. The Applicant will not be entitled to a refund of Proportionate Share Mitigation paid under this Agreement, but the value of the Proportionate Share Mitigation received shall be held as a credit toward any future Proportionate Share Mitigation that may be required for future residential development on the same property.

SECTION 10. 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 11. NOTICES. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

School Board: Nassau County School District
Office of the Superintendent
1201 Atlantic Avenue

Fernandina Beach, FL 32034

Owner/Applicant; Patriot Ridge, LLP
Attention: Gregory E. Matovina
12443 San Jose Blvd., Ste 504
Jacksonville, FL 32223

County: Taco Pope
Nassau County Manager
96135 Nassau Place, Suite 6
Yulee, FL 32097

SECTION 12. 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 13. DEFAULT. If any party to this Agreement materially defaults under the terms hereof, then a non-defaulting party shall give the defaulting party thirty (30) days' notice and a right to cure such breach. Should the Applicant of the property described herein fail to timely cure a default in meeting their obligations set forth herein, the School Concurrency Reservation Letter and Certificate of Concurrency, issued based upon payment and/or performance hereunder, shall be voided and the Applicant and the property described herein shall lose their right to concurrency under this Agreement and their right to Educational System Impact Fee credits under this Agreement. Further, in the case of such default, any development upon that property dependent upon such certificate will be stopped, until and unless the Agreement is reinstated or the default is cured or capacity becomes available and is granted through an appropriate application. Should County or School District fail to timely cure a default in meeting their obligations set forth herein, Applicant may seek any and all remedies available to it in law or equity.

SECTION 14. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

SECTION 15. EXHIBITS. All Exhibits attached hereto are a part of this Agreement and are fully incorporated herein by this reference.

SECTION 16. 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 17. ASSIGNMENT, TRANSFER OF RIGHTS. The Applicant may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property; provided, however, that any such assignment shall be in writing and shall require the prior written consent of all of the Parties hereto. Such consent may be conditioned upon the receipt by the other parties hereto of the written agreement

of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Applicant's obligations with regard to Proportionate Share Mitigation under this Agreement. 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 18. 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 19. 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 20. SURETY. The Applicant shall post a surety bond or letter of credit in the amount of \$1,424,351.00 as security for provision of the required Proportionate Share Mitigation established herein. The bond or letter of credit shall remain in effect until payment in full of all required Proportionate Share Mitigation monetary contributions or conveyance of all required Proportionate Share Mitigation land, capital improvement, or infrastructure donations. All bonds shall be obtained from a surety that is duly licensed or authorized to issue bonds for the limits and coverages so required.

SECTION 21. 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 22. 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 23. 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 24. 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 25. 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:

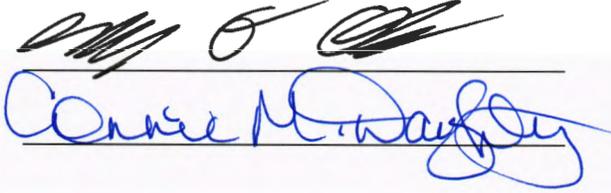
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SCHOOL DISTRICT

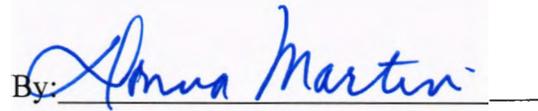
(corporate seal)

THE SCHOOL DISTRICT OF NASSAU
COUNTY, FLORIDA

WITNESSES



Connie M. Day

By: 

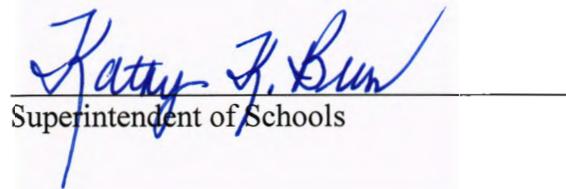
Donna Martin

Vice-Chair

25 day of August, 2022.

ATTEST:

Approved as to Form:



Kathy J. Dun
Superintendent of Schools



Brett Steger

School District Attorney

29 day of August, 2022.

APPLICANT

Signed, witnessed, executed and acknowledged on this 16th day of August, 2022.

WITNESSES:

PATRIOT RIDGE, LLP

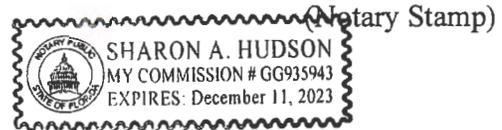
Sharon A Hudson
Jacqui

By: Gregory E. Motwine, Pres of Motwine and Company
Title: Managing General Partner

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of August, 2022, by Gregory E. Motwine, as Pres of Motwine and Company as Managing General Partner on behalf of Patriot Ridge, LLP, who is personally known to me or who has produced _____ as identification.

Sharon A Hudson
Notary Public Sharon A Hudson
Printed Name: _____
License No: GG935943
Expiration Date: 12/11/23



COUNTY

NASSAU COUNTY, FLORIDA

WITNESSES

Alina Colón
Melissa Juarez

By: Jeff Gray
Jeff Gray, Chair

12th day of September, 2022.

ATTEST:

Approved as to Form:

*See below

Clerk

Denise C. May
Denise C. May
Nassau County, Nassau Attorney

12th day of September, 2022.

ATTESTATION: Only to Authenticity as to
Chairman's Signature:

John A Crawford
John A Crawford, Ex-Officio Clerk

Exhibit A – Legal Description

SURVEYED LANDS: DESCRIPTION PREPARED

BY MANZIE & DRAKE LAND SURVEYING.

A PARCEL OF LAND SITUATE IN SECTIONS 31 AND 32, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING RESIDUE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 548, PAGE 805, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1710, PAGE 1565, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2298, PAGE 292, LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 710, PAGE 1214, RESIDUE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 855, PAGE 1174 AND A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 169, PAGE 111, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

RESIDUE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 548, PAGE 805

CONTAINING 155.33 ACRES, MORE OR LESS

BEGIN AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; THENCE NORTH 8937'56" EAST, ALONG THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 3,962.89 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 31; THENCE SOUTH 00°50'54" EAST, ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 31, A DISTANCE OF 1,349.19 FEET TO THE NORTHWEST CORNER OF LOT 8, BLOCK 2, OF "WILLOWBRANCH ACRES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 58, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 1833'36" WEST, ALONG THE PERIMETER OF SAID "WILLOWBRANCH ACRES", A DISTANCE OF 415.84 FEET TO THE SOUTHWESTERLY CORNER OF LOT 6, BLOCK 2, OF SAID "WILLOWBRANCH ACRES", ALSO BEING THE SOUTHEAST CORNER OF LOT 16, "ROSEWOOD MEADOWS UNIT TWO", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 309, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 01°58'45" WEST, ALONG THE PERIMETER OF SAID "ROSEWOOD MEADOWS UNIT TWO", A DISTANCE OF 508.44 FEET; THENCE NORTH 34°36'10" WEST, ALONG THE NORTHEASTERLY LINE OF LOT 15, "ROSEWOOD MEADOWS UNIT TWO", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 309, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 323.05 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 15; THENCE CONTINUE NORTH 34°36'10" WEST, ALONG THE NORTHWESTERLY PROJECTION OF THE NORTHEASTERLY LINE OF SAID LOT 15, A DISTANCE OF 40.46 FEET; THENCE SOUTH 45°56'40" WEST, ALONG THE PERIMETER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1941, PAGE 768, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 273.88 FEET; THENCE SOUTH 52°49'36" EAST, ALONG THE PERIMETER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1941, PAGE 768, A DISTANCE OF 40.53 FEET; THENCE ALONG THE PERIMETER OF SAID "ROSEWOOD MEADOWS UNIT TWO, THE FOLLOWING FIVE COURSES: (1) THENCE SOUTH 4620'14" WEST A DISTANCE OF 207.97 FEET; (2) THENCE NORTH 6734'01" WEST A DISTANCE OF 328.92 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF DAPHNE DRIVE (PLAT) HENDRICKS ROAD (POSTED) (A 60-FOOT RIGHT-OF-WAY), SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF

1,715.79 FEET; (3) THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID DAPHNE DRIVE (PLAT) HENDRICKS ROAD (POSTED) AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0339'34", AN ARC DISTANCE OF 109.59 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 1204'57" WEST A DISTANCE OF 109.57 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 942.03 FEET; (4) THENCE SOUTHERLY, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1753'11", AN ARC DISTANCE OF 294.08 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 0140'35" WEST A DISTANCE OF 292.89 FEET TO THE POINT OF TANGENCY; (5) THENCE SOUTH 0739'00" EAST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 81.43 FEET TO THE NORTHEAST CORNER OF LOT 1, "OAK HILL ESTATES UNIT TWO" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 134, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THENCE ALONG THE PERIMETER OF SAID "OAK HILL ESTATES UNIT TWO", THE FOLLOWING NINE (9) COURSES; (1) THENCE SOUTH 8932'59" WEST A DISTANCE OF 612.03 FEET; (2) THENCE SOUTH 0134'37" EAST A DISTANCE OF 11.50 FEET; (3) THENCE SOUTH 8945'41" WEST A DISTANCE OF 729.79 FEET; (4) THENCE SOUTH 0139'45" EAST A DISTANCE OF 105.33 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF RICHARD DRIVE; (5) THENCE NORTH 8906'39" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 60.25 FEET TO THE POINT OF CUSP OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.00 FEET; (6) THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 9013'14", AN ARC DISTANCE OF 49.76 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 4348'51" WEST A DISTANCE OF 42.88 FEET TO THE POINT OF TANGENCY; (7) THENCE SOUTH 8937'37" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 126.51 FEET; (8) THENCE SOUTH 0135'43" EAST A DISTANCE OF 338.28 FEET; (9) THENCE SOUTH 8825'18" WEST A DISTANCE OF 134.33 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 169, PAGE 111, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 8940'23" WEST, ALONG THE NORTH LINE OF LAST SAID LANDS, A DISTANCE OF 1,249.47 FEET TO THE WEST LINE OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA; THENCE NORTH 0132'24" WEST, ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 2,130.88 FEET TO THE POINT OF BEGINNING.

TITLE COMMITMENT LEGAL DESCRIPTION

THE NORTH FOUR THOUSAND EIGHTY-ONE AND FIFTY HUNDREDTHS (4,081.50) FEET OF SECTION THIRTY-ONE (31), TOWNSHIP TWO (2) NORTH, RANGE TWENTY-EIGHT (28) EAST, LESS AND EXCEPT THE NORTHEAST ONE-QUARTER (NE1/4) OF NORTHEAST ONE-QUARTER (NE1/4) AND EXCEPT THE SOUTH ONE THOUSAND NINE HUNDRED FIFTY (1,950) FEET OF THE WEST ONE THOUSAND TWO HUNDRED FIFTY (1,250) FEET OF THE NORTH FOUR THOUSAND EIGHTY-ONE AND FIFTY HUNDREDTHS (4,081.50) FEET OF SAID SECTION THIRTY-ONE (31), TOWNSHIP TWO (2) NORTH, RANGE TWENTY-EIGHT (28) EAST. LESS AND EXCEPT THAT CERTAIN EASEMENT FOR INGRESS AND EGRESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A SIXTY (60) FOOT EASEMENT ACROSS A PART OF SECTION THIRTY-ONE (31), TOWNSHIP TWO (2) NORTH, RANGE TWENTY-EIGHT (28) EAST, NASSAU COUNTY, FLORIDA, AND THE CENTERLINE DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEASTERLY CORNER OF THE NORTH FOUR THOUSAND EIGHTY-ONE AND FIFTY HUNDREDTHS (4081.50) FEET OF SAID SECTION THIRTY-ONE (31); THENCE NORTH ZERO (0) DEGREES, FIFTY-THREE (53) MINUTES THIRTY-SEVEN (37) MINUTES WEST ALONG THE EASTERLY LINE OF SAID SECTION THIRTY-ONE (31), ONE THOUSAND FOUR HUNDRED SEVEN AND TWENTY-NINE HUNDREDTHS (1,407.29) FEET TO THE POINT OF BEGINNING; THENCE SOUTH EIGHTY-NINE (89) DEGREES, SIX (06) MINUTES, TWENTY-THREE (23) SECONDS WEST, EIGHT HUNDRED TEN (810) FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF ONE THOUSAND ONE HUNDRED SEVENTY-NINE AND NINE HUNDREDTHS (1179.09) FEET; THENCE SOUTHWESTERLY ALONG AND AROUND SAID CURVE, A CHORD BEARING AND DISTANCE OF SOUTH EIGHTY-ONE (81) DEGREES, FIFTY-ONE (51) MINUTES, TWENTY-THREE (23) SECONDS WEST, TWO HUNDRED NINETY-SEVEN AND SIXTY HUNDREDTHS (297.60) FEET TO THE POINT OF TANGENCY OF SAID CURVE; SOUTH SEVENTY-FOUR (74) DEGREES, THIRTY-SIX (36) MINUTES, TWENTY-THREE (23) SECONDS WEST, THREE HUNDRED SIXTY (360) FEET TO AN INTERSECTION WITH A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF FOUR HUNDRED THIRTY-FOUR AND TWENTY-SIX HUNDREDTHS (434.26) FEET; THENCE SOUTHWESTERLY AND WESTERLY ALONG AND AROUND SAID CURVE, A CHORD BEARING AND DISTANCE OF SOUTH TWENTY-NINE (29) DEGREES, THIRTY-SIX (36) MINUTES, TWENTY-THREE (23) SECONDS WEST, SIX HUNDRED THIRTY (630) FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH SEVENTY-SIX (76) DEGREES, SIX (06) MINUTES, THIRTY (30) SECONDS WEST, THREE HUNDRED (300) FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF ONE THOUSAND ONE HUNDRED TWENTY-FIVE AND FORTY-EIGHT HUNDREDTHS (1125.48) FEET; THENCE NORTHWESTERLY ALONG AND AROUND SAID CURVE, A CHORD BEARING AND DISTANCE OF NORTH SEVENTY-NINE (79) DEGREES, FIFTY-THREE (53) MINUTES, THIRTY-SEVEN (37) MINUTES WEST, NINE HUNDRED FIFTEEN AND FIFTY-FIVE HUNDREDTHS (915.55) FEET TO THE POINT OF COMPOUND CURVE, SAID CURVE HAVING A RADIUS OF FIVE HUNDRED NINETY-THREE AND TWO HUNDREDTHS (593.02) FEET AND BEING CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY AND NORTHERLY ALONG AND AROUND SAID CURVE, A CHORD BEARING AND DISTANCE OF NORTH TWENTY-ONE (21) DEGREES, FIFTY-THREE (53) MINUTES, THIRTY-SEVEN (37) SECONDS WEST, SIX HUNDRED SIXTY-THREE AND TWENTY-THREE HUNDREDTHS (663.23) FEET TO THE POINT OF REVERSE CURVE, SAID CURVE HAVING A RADIUS OF EIGHT HUNDRED TWENTY-FOUR AND SIXTY-TWO HUNDREDTHS (824.62) FEET AND BEING CONCAVE WESTERLY; THENCE ALONG AND AROUND SAID CURVE, A CHORD BEARING AND DISTANCE OF NORTH SIX (6) DEGREES, THIRTY-SEVEN (37) MINUTES, THIRTY-SEVEN (37) SECONDS WEST, FIVE HUNDRED TWENTY-NINE AND SIXTY-EIGHT HUNDREDTHS (529.68) FEET; THENCE SOUTH SIXTY-FIVE (65) DEGREES, SIX (06) MINUTES, TWENTY-THREE (23) SECONDS

WEST, ONE HUNDRED SIXTEEN AND SIXTY-ONE HUNDREDTHS (116.61) FEET TO THE POINT OF CURVE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF FOUR HUNDRED SEVENTY AND FORTY-SIX HUNDREDTHS (470.46) FEET; THENCE WESTERLY ALONG AND AROUND SAID CURVE, A CHORD BEARING AND DISTANCE OF SOUTH SEVENTY-SEVEN (77) DEGREES, SIX (06) MINUTES, THREE (03) SECONDS WEST, ONE HUNDRED NINETY-FIVE AND SIXTY-THREE HUNDREDTHS (195.63) FEET; THENCE SOUTH EIGHTY-NINE (89) DEGREES, SIX (06) MINUTES, TWENTY-THREE (23) SECONDS WEST, FOUR HUNDRED TWENTY-NINE AND TWENTY-EIGHT HUNDREDTHS (429.28) FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF THE SOUTH ONE THOUSAND NINE HUNDRED FIFTY (1950) FEET OF THE WEST ONE THOUSAND TWO HUNDRED FIFTY (1250) FEET OF THE NORTH FOUR THOUSAND EIGHTY-ONE AND FIFTY HUNDREDTHS (4081.50) FEET OF SAID SECTION THIRTY-ONE (31) AND A TERMINUS OF SAID CENTERLINE, SAID INTERSECTION BEING SOUTH ONE (1) DEGREE, FORTY-SEVEN (47) MINUTES, FORTY-SIX (46) SECONDS EAST, SEVENTY (70) FEET FROM THE NORTHEAST CORNER OF THE SOUTH ONE THOUSAND NINE HUNDRED FIFTY (1950) FEET OF THE WEST ONE THOUSAND TWO HUNDRED FIFTY (1250) FEET OF THE NORTH FOUR THOUSAND EIGHTY-ONE AND FIFTY HUNDREDTHS (4081.50) FEET. AND LESS ANY PORTION LYING AND BEING DEED RECORDED IN BOOK 1941, PAGE 768 AND LESS ANY PORTION LYING AND BEING IN PLATS OF WILLOW BRANCH ACRES PLAT BOOK 4, PAGE 58; OAK HILL ESTATES UNIT 1 PLAT BOOK 5, PAGE 90; OAK HILL ESTATES UNIT TWO PLAT BOOK 5, PAGE 134; ROSEWOOD MEADOWS UNIT ONE PLAT BOOK 5, PAGE 314 AND ROSEWOOD MEADOWS UNIT TWO PLAT BOOK 6, PAGE 309 ALL OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

PARCEL I

THE SOUTH ONE THOUSAND NINE HUNDRED FIFTY FEET (1950') OF THE WEST ONE THOUSAND TWO HUNDRED FIFTY FEET (1250') OF THE NORTH FOUR THOUSAND EIGHTY-ONE AND A HALF FEET (4081.50') OF SECTION THIRTY-ONE (31) LYING AND BEING IN TOWNSHIP TWO (2) NORTH, RANGE TWENTY EIGHT (28) EAST, NASSAU COUNTY, FLORIDA.

LESS AND EXCEPT THE LANDS CONVEYED IN WARRANTY DEEDS RECORDED IN OFFICIAL RECORDS BOOK 194, PAGE 652 AND OFFICIAL RECORDS BOOK 194, PAGE 653 AND QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 860, PAGE 1577, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

PARCEL II

A PORTION OF THE SOUTH 1,950.0 FEET OF THE WEST 1,250.0 FEET OF THE NORTH 4,081.50 FEET OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SECTION 31 AFORESAID AND RUN NORTH $1^{\circ}-47'-46''$ WEST ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 1,269.87 FEET TO THE NORTH LINE OF A 30.0 FOOT EASEMENT; RUN THENCE NORTH $89^{\circ}-25'-28''$ EAST ALONG SAID NORTH LINE, A DISTANCE OF 743.33' FEET; RUN THENCE NORTH $13^{\circ}-11'-49''$ EAST, A DISTANCE OF 306.52 FEET TO A SET $3/4$ " IRON PIPE WITH A CAP STAMPED PS&M NO. 1558 FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE NORTH $13^{\circ}-11'-49''$ EAST, A DISTANCE OF 230.0 FEET TO, A SET $3/4$ " IRON PIPE WITH A CAP STAMPED PS&M NO. 1558, SAID IRON PIPE BEING DESIGNATED AS POINT "A" IN THIS DESCRIPTION; RUN THENCE NORTH $76^{\circ}-48'-11''$ WEST, A DISTANCE OF 230.0 FEET TO A SET $3/4$ " IRON PIPE WITH A CAP STAMPED PS&M NO. 1558; RUN THENCE SOUTH $13^{\circ}-11'-49''$ WEST, A DISTANCE OF 230.0 FEET TO A SET $3/4$ " IRON PIPE WITH A CAP STAMPED PS&M NO. 1558; RUN THENCE SOUTH $76^{\circ}-48'-11''$ EAST, A DISTANCE OF 230.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS PURPOSES:

SAID EASEMENT BEING A 30.0 FOOT STRIP OF LAND THAT LIES EASTERLY OF AND ADJOINS THE FOLLOWING DESCRIBED LINE: BEGIN AT POINT "A" MENTIONED IN THE FOREGONE DESCRIPTION AND RUN SOUTH $13^{\circ}-11'-49''$ WEST, A DISTANCE OF 567.41 FEET TO THE NORTHERN TERMINUS OF STEVEN ROAD FOR THE TERMINATION POINT. THE RIGHT-OF-WAY LINES OF THIS EASEMENT SHALL BE SHORTENED OR LENGTHENED TO CORRESPOND WITH EXISTING RIGHT-OF-WAY OR PROPERTY LINES.

Exhibit B – Location Map



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Hidden Lake

Nassau County, Florida
Vicinity Map

Figure:	2
Scale:	1" = 5000'
Date:	6/2/22
	