

CS - 22 - 061

**NOTICE: PURCHASERS, GRANTEEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY.**

**AGREEMENT FOR AMENDMENT  
OF NOTATION ON PLAT**

This is an Agreement, made and entered into by and between: NASSAU COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

G&H LAND AND TIMBER INVESTMENTS LLC, its successors and assigns, herein after referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of the property shown on the HILL FARMS Plat, recorded under Clerk's Instrument No. 202245006142, Official Records Book 2540, Page 136, of the public records of Nassau County, Florida, hereinafter referred to as "PLAT," which PLAT was approved by the Board of County Commissioners of Nassau County on February 14, 2022; and

WHEREAS, a description of the platted area is attached hereto as Exhibit "A" and made a part hereof, and

WHEREAS, DEVELOPER has determined there exists a need for an amendment to the Notation on the face of said PLAT; and

WHEREAS, the COUNTY has no objection to amending the notation and the Board of County Commissioners approved such an amendment at its meeting of November 28, 2022;

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereinafter set forth, the COUNTY and DEVELOPER agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. COUNTY and DEVELOPER hereby agree that the notation shown on the face of the PLAT is hereby amended as set forth within Exhibit "B."

3. In the event that all the owners and/or mortgagees of property within the PLAT being amended are not parties to this Agreement, DEVELOPER hereby agrees to indemnify, defend, and hold COUNTY harmless from any claims or causes of action brought by owners and/or mortgagees of property within the PLAT as a result of this Agreement for Amendment of Notation on the Plat. This indemnification obligation shall run with the land and bind DEVELOPER's successors and assigns.

4. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, send by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Nassau County Board of County Commissioners  
96135 Nassau Place  
Yulee, Florida 32097

For the DEVELOPER:

G&H Land and Timber Investments LLC  
PO Box 1694  
Callahan, FL 32011

5. RECORDATION; RUNS WITH THE LAND. This Agreement shall be recorded in the Public Records of Nassau County, Florida at the DEVELOPER's expense. This Agreement, including the benefits and obligations contained herein, shall run with the land and be binding on and inure to the benefit of DEVELOPER and its grantees, successors, heirs, and assigns holding title to, or otherwise having an ownership interest in, all or a portion of the PLAT.

6. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Fourth Judicial Circuit of Nassau County, Florida, the venue sits, and shall be governed by the laws of the State of Florida

7. NOTATIONS. All other notations on the face of the above referenced PLAT not amended by this Agreement shall remain in full force and effect.

8. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.

9. CAPTIONS AND 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 or intent of this Agreement, or the intent of any provisions hereof.

10. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and 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.

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

12. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurance and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

13. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and DEVELOPER.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

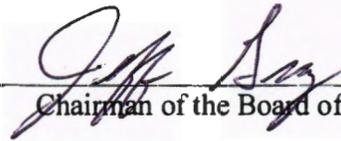
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: NASSAU COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman of the Board of Commissioners, authorized to execute same by Board action on the 28th day of November, 2022, and DEVELOPER, signed by and through its Manager, duly authorized to execute the same.

**COUNTY**

ATTEST:

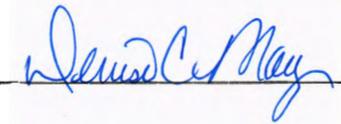
  
\_\_\_\_\_  
John Crawford, as Ex-  
Officio Clerk of the Board of  
County Commissioners of  
Nassau County, Florida

NASSAU COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By   
\_\_\_\_\_  
Chairman of the Board of Commissioners

Date: November 28, 2022

Approved as to form by Office of County Attorney  
Nassau County, Florida

By   
\_\_\_\_\_

Date: November 28, 2022

**DEVELOPER**

Witnesses:

Sharon Ashley McGasky  
Sharon Ashley McGasky  
Karen A. Schoolcraft  
Karen A. Schoolcraft

G&H LAND AND TIMBER  
INVESTMENTS, LLC, a Florida limited  
liability company

BY: Shari T. Higginbotham  
SHARI T. HIGGINBOTHAM  
Its: Manager

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of  
October, 2022, by Shari T. Higginbotham, as Manager of G&H Land and Timber  
Investments LLC. She physically appeared before me. She is personally known to me.



Karen A. Schoolcraft  
Notary Public  
State of Florida  
Comm# HH036984  
Expires 9/14/2024

Karen A. Schoolcraft  
NOTARY PUBLIC

My commission expires:

## EXHIBIT "A"

### LEGAL DESCRIPTION

**HILL FARMS according to the plat thereof recorded in Official Records Book 2540, Page 136, of the public records of Nassau County, Florida, more fully described as follows:**

ALL OF LOTS 13, 14, 15, 16, 17 AND PART OF 18, CORNWALL FARM LAND COMPANY'S SURVEY OF NORTH FLORIDA PECAN AND TRUCK FARMS SECTION 20, TOWNSHIP 3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK "O" AT PAGE 31 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGIN AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, BEING THE NORTHWEST CORNER OF AFORESAID LOT 13; THENCE NORTH 87°31'24"EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4, BEING THE NORTH LINE OF SAID LOT 13, 1437.65 FEET TO THE NORTHEAST CORNER OF SAID LOT 13; THENCE SOUTH 00°31'17"WEST, 676.09 FEET ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, BEING THE EAST LINE OF AFORESAID LOTS 13 AND 14, TO THE SOUTHEAST CORNER OF SAID LOT 14; THENCE NORTH 87°44'55"EAST, ALONG THE NORTH LINE OF AFORESAID LOT 18, 861.52 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2246, PAGE 1111, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00°54'28"EAST, ALONG THE WESTERLY LINE OF SAID OFFICIAL RECORDS BOOK 2246, PAGE 1111, 323.28 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 86°48'21"EAST, ALONG THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 2246, PAGE 1111, ALSO BEING THE NORTH LINE OF AFORESAID LOT 17, 503.76 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 108, (A 100.00 FOOT RIGHT OF WAY) SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT AND HAVING A RADIUS OF 522.96 FEET; THENCE SOUTHWESTERLY ALONG AND AROUND SAID CURVE TO THE RIGHT AND THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 108, AN ARC DISTANCE OF 608.47 FEET TO THE POINT OF TANGENT OF SAID CURVE AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°38'51"WEST, 574.72 FEET; THENCE SOUTH 87°59'47"WEST CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 108, 2258.63 FEET TO A POINT OF CURVE TO THE LEFT AND HAVING A RADIUS OF 1195.92 FEET; THENCE SOUTHWESTERLY ALONG AND AROUND SAID CURVE TO THE LEFT AND SAID NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 108, 62.93 FEET SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 86°29'20"WEST, 62.92 FEET; THENCE NORTH 00°27'28"WEST, 1290.67 FEET TO THE POINT OF BEGINNING. THIS PARCEL CONTAINS 57.53 ACRES MORE OR LESS.

## EXHIBIT "B"

### AMENDMENT TO NOTATION ON PLAT

The existing notation shown on the face of the PLAT clarifying and limiting the use of the platted property is **amended from**:

16. The individual builder and/or homeowner shall be solely responsible for permitting of/or easements associated with any and all necessary utility connections chosen for each lot. The utilities shall include but not be limited to electric, power, cable, phone, etc. or any other utility so chose by said builder and/or homeowner. Builder and/or homeowner will be responsible for construction of front sidewalk along County Road 108 across each lot at time of construction of homesite, as to Ordinance 99-17 Section 11.7.1 & 99-17 Section 11.7.6.
28. There shall be a 5.00 foot sidewalk bonded. For construction prior to approval of subject Plat of Hill Farms along and across the southerly boundary of said Hill Farms lying the right of way of County Road 108.

The notation shown on the face of the PLAT clarifying and limited the use of the platted property is **amended to**:

16. The individual builder and/or homeowner shall be solely responsible for permitting of/or easements associated with any and all necessary utility connections chosen for each lot. The utilities shall include but not be limited to electric, power, cable, phone, etc. or any other utility so chose by said builder and/or homeowner.
28. Deleted in entirety.