# CS-23-377

### EAST NASSAU COMMUNITY PLANNING AREA MOBILITY IMPROVEMENT RESERVATION AGREEMENT [PORTION OF CURIOSITY AVENUE]

This Reservation Agreement is made and entered into by and between NASSAU COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County," and WILDLIGHT LLC, a Delaware limited liability company (hereinafter, "Mobility Improvement Builder").

### **RECITATION OF FACTS**

A. WHEREAS, Nassau County is a political subdivision of the State of Florida; and,

B. WHEREAS, on May 23, 2011, Nassau County Board of County Commissioners adopted the Nassau County 2030 Comprehensive Plan ("Comprehensive Plan") by Ordinance 2011-04; and,

C. **WHEREAS**, the Comprehensive Plan includes provisions for the East Nassau Community Planning Area (the "ENCPA"); and,

D. WHEREAS, on June 24, 2013, the Nassau County Board of County Commissioners adopted a development agreement recorded at Official Records Book 1866, Page 1416 of the public records of Nassau County, Florida, between Nassau County, TerraPointe LLC, and other parties, establishing the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement, as amended by the First Amendment to the East Nassau Community Planning Area Proposed Transportation Improvement dated July 20, 2015, recorded at Official Records Book 1993, Page 22 of the Nassau County, Florida, public records, and as amended by the Second Amendment to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement dated October 25, 2021, recorded at Official Records Book 2509, Page 1962 of the Nassau County, Florida, public records, (the "Mobility Fee Development Agreement"), and providing for the collection of a mobility fee from development within the ENCPA to fund, in part, transportation and mobility improvements needed to support proposed development within the ENCPA (the "ENCPA Mobility Network"); and,

E. **WHEREAS**, pursuant to a merger and name change, TerraPointe LLC changed its name to Raydient LLC dba Raydient Places + Properties LLC ("Raydient") and Raydient remains a party to the Mobility Fee Development Agreement by virtue of this merger and name change; and,

F. WHEREAS, on June 24, 2013, the Nassau County Board of County Commissioners adopted Ordinance 2013-11, approving a Development Order for a portion (approximately 4,183 acres) of the ENCPA known as the East Nassau Employment Center Detailed Specific Area Plan Development Order of the East Nassau Community Planning Area, as subsequently amended, (the "DSAP" or "DSAP DO"), which specifies the conditions and commitments for development of the DSAP; and,

G. WHEREAS, Mobility Improvement Builder is a developer of approximately

2,919 acres located near Yulee in Nassau County, Florida, known as the DSAP Central Planning Area and more particularly described and depicted in **Exhibit A** attached hereto (the "Property"); and,

H. WHEREAS, certain transportation/mobility facilities which are part of the ENCPA Mobility Network will be needed to serve development of the Property; and,

I. WHEREAS, as authorized in the Mobility Fee Development Agreement, the County and Mobility Improvement Builder desire to enter into this Agreement (as defined below) to provide for reimbursement for (i) right-of-way, which has been dedicated to the County by evidence of the East Nassau – Wildlight Phase 1c-2 plat recorded in Official Records Book 2447, Pages 43-48, in the public records of Nassau County, Florida (the "Plat"); and (ii) funding (or causing to be funded) by the Mobility Improvement Builder or its affiliates the design, permitting and construction of the Mobility Improvement (as defined below); and,

J. WHEREAS, the Mobility Improvement has been constructed by the Mobility Improvement Builder and the County has inspected the Mobility Improvement based on County standards and maintenance bond has been provided as required by County code; and

K. WHEREAS, the County Office of Management and Budget ("OMB") has determined that the proposal of the Mobility Improvement Builder is complete and valid and has confirmed the calculation of funding pursuant to the Mobility Fee Development Agreement and this Agreement; and,

L. **WHEREAS**, the required public hearings before the Board of County Commissioners were held; and,

M. WHEREAS, the Board of County Commissioners has determined that this Agreement complies with the terms of the Mobility Fee Development Agreement and with the County's applied construction standards;

**NOW**, **THEREFORE**, in consideration of the mutual covenants herein set forth, together with other good and valuable consideration, the County and Mobility Improvement Builder agree to the terms of this Agreement.

### AGREEMENT OF THE PARTIES

1. Recitals and Definitions.

1.1 <u>Recitals</u>. The matters set forth in the Recitation of Facts paragraphs of this Agreement are true and correct as of the date hereof and are incorporated herein by reference.

1.2 <u>Definitions.</u> The terms used in this Agreement shall have the following meanings:

(a) **"Agreement"** shall mean this East Nassau Community Planning Area Mobility Improvement Reservation Agreement [Portion of Curiosity Avenue].

(b) **"County"** shall mean Nassau County, Florida, a political subdivision of the State of Florida.

(c) "**DSAP**" shall mean the Detailed Specific Area Plan adopted pursuant to Section 163.3245, Florida Statutes, for lands which include the Property, and as further defined in **WHEREAS** paragraph F.

(d) **"Effective Date"** shall mean the date provided in Section 3 below.

(e) Intentionally deleted.

(f) "ENCPA Mobility Network" shall mean the improvements specified in Section 3.1 of the Mobility Fee Development Agreement and as further provided in WHEREAS paragraph D.

(g) "ENCPA Mobility Network Fund" shall have the meaning as described in Sections 3.2 and 3.3 of the Mobility Fee Development Agreement.

(h) **"ENCPA Mobility Revenue Allocation Subsidy**" shall have the meaning ascribed in Section 3.2 of the Mobility Fee Development Agreement.

(i) **"ENCPA Mobility Revenue Allocation Subsidy Ordinance"** shall be Nassau County Ordinance 2013-10, as amended by Ordinance 2015-08 and Ordinance 2021-17, and as may be further amended.

(j) **"FDOT"** shall mean the Florida Department of Transportation, an agency of the State of Florida.

(k) **"Mobility Fee"** shall mean the mobility fee assessed and collected by the County for all development within the ENCPA pursuant to the Mobility Fee Development Agreement.

(1) "Mobility Improvement Builder" shall mean Wildlight LLC, who, with consent of Raydient (as defined below), has caused to be undertaken the dedication of property for right-of-way for the Mobility Improvement and has funded (or caused to be funded) the design, permitting, and construction of the Mobility Improvement.

(m) **"Mobility Fee Development Agreement"** as defined in WHEREAS paragraph D.

(n) "Notification Date" shall mean the date on which the Mobility Improvement Builder received written notification by the County, pursuant to the Mobility Fee Development Agreement, that the proposal by the Mobility Improvement Builder for this Agreement was complete and valid.

(o) **"OMB"** shall mean the Nassau County Office of Management and

Budget.

(p) **"Property"** shall mean the real property located in Nassau County and described and depicted more particularly in **Exhibit A** to this Agreement.

(q) "Mobility Improvement" shall mean the improvements described in Section 4 below and described and depicted in Exhibit B attached hereto, which is an improvement within the ENCPA Mobility Network. Such improvements may include but are not limited to: roadways; interchange and/or intersection improvements; pedestrian sidewalks, crossings, paths or trails; bicycle paths or lanes; mass transit facilities, including stops, transfers, and/or park-and-ride facilities; rail crossings; and, for any such improvements, associated landscaping, irrigation, signage, signalization, lighting, utilities, stormwater facilities, and mitigation.

(r) **"Raydient"** shall mean Raydient LLC dba Raydient Places + Properties LLC, a Delaware limited liability company and its assignees or transferees.

### 2. <u>Consent of Raydient</u>

As required in the Mobility Fee Development Agreement, the written consent of Raydient to this Agreement is evidenced by the letter dated <u>February 21, 2024</u>, and attached hereto as **Exhibit** C.

### 3. <u>Effective Date and Duration of Agreement.</u>

3.1 This Agreement shall become effective upon execution by the Board of County Commissioners ("Effective Date"). This Agreement shall remain valid and effective for a period of thirty (30) years after Effective Date. The duration of this Agreement may be extended by an amendment to this Agreement as described in Section 7.11 or as otherwise provided by law. The parties acknowledge that it may be necessary and prudent for the County to grant extensions to the duration of this Agreement in order to allow for the completion of the Mobility Improvement, the full funding of such improvement, the full recoupment of expenses for such improvement pursuant to this Agreement or this Agreement. Therefore, the County agrees that it will not unreasonably withhold an extension to the duration of this Agreement in the event such an extension is sought for such purposes by Mobility Improvement Builder and/or its transferees.

3.2 Notwithstanding Section 3.1 above, this Agreement shall terminate upon recordation in the public records of Nassau County of written confirmation by the Mobility Improvement Builder, Raydient, and the County of the following: (i) the completion of construction, dedication, and acceptance of all of the Mobility Improvement; (ii) the full funding of such improvement; and (iii) the full recoupment of expenses for such improvement pursuant to this Agreement.

### 4. <u>Funding and Mobility Improvement</u>.

Set forth below is the description of the Mobility Improvement and provisions for the funding of the Mobility Improvement.

4.1 <u>Mobility Improvement.</u>

The following improvement (followed by the projected cost) comprises the Mobility Improvement, which is located within the DSAP, and is described and depicted in **Exhibit B** to this Agreement.

 Portion of Curiosity Avenue \$1,544,687.12
(a/k/a portion of the DSAP Western Loop Collector as set forth in the Mobility Fee Development Agreement)

The improvements which comprise the Mobility Improvement may be amended by an amendment of this Agreement pursuant to Section 7.11 herein.

4.2 <u>Credits for Mobility Improvement.</u>

Credits may be issued to Mobility Improvement Builder pursuant to the Mobility Fee

Development Agreement in the form of a credit issuance letter as approved by the County pursuant to the Mobility Fee Development Agreement. Mobility Improvement Builder may use or transfer such credits pursuant to the Mobility Fee Development Agreement.

4.3 <u>Payment of Funds from the ENCPA Mobility Network Fund for</u> Improvements by Mobility Improvement Builder within the ENCPA Mobility Network.

Payments from the ENCPA Mobility Network Fund to Mobility Improvement Builder shall be made pursuant to the Mobility Fee Development Agreement and this Agreement as provided in this Section. Funds from the ENCPA Mobility Network Fund shall be spent on the Mobility Improvement in accordance with the Mobility Fee Development Agreement and this Agreement.

(a) Mobility Improvement Builder has (i) dedicated (or caused to be dedicated) to the County the completed Mobility Improvement and (ii) funded (or caused the funding of) the design, permitting, and construction of the Mobility Improvement.

(b) The Mobility Improvement Builder has provided an appraisal (by an MAI appraiser) to the County of the Mobility Improvement right-of-way dedicated and accepted by the County pursuant to the Plat and a projected calculation of the funds to be paid pursuant this Section. The value of the right-of-way is the valuation based upon land in its unimproved state at the time of dedication excluding any enhanced value attributed to uses resulting from the contemplated improvements.

(c) The Mobility Improvement Builder has provided to the County a description of the Mobility Improvement, the name of the DSAP in which the Mobility Improvement is located or which is otherwise served by the improvement, and a projected calculation of the funds to be paid pursuant to this Section, including estimates for any actual costs as described herein.

(d) Payment from the ENCPA Mobility Network Fund for the Mobility Improvement right-of-way that has been dedicated and accepted by the County pursuant to the Plat is allowed under this Agreement because it is being sought in conjunction with payment for the construction of the Mobility Improvement.

(e) The County shall pay funds which are in, or may be deposited in, the ENCPA Mobility Network Fund to the Mobility Improvement Builder pursuant to the terms and conditions as set forth in the Mobility Fee Development Agreement and in this Agreement.

(i) The funds to be paid to the Mobility Improvement Builder were calculated using (1) FDOT cost methodologies for road construction (as of the date of contract execution) as applied to the Mobility Improvement constructed, (2) any dedicated and accepted right-of-way values (established by the appraisal by an MAI appraiser, as described above) and (3) actual costs, excluding profit and overhead (established by evidence of costs incurred) for construction of any extraordinary improvements not included in FDOT road construction cost methodologies (including, by way of example and not limitation, design, engineering and permitting costs; construction material testing and as-builts; and intersection costs and railroad crossings).

(ii) The completion, dedication, and acceptance by the County of the Mobility Improvement has occurred, and the County shall pay the Mobility Improvement Builder funds in the ENCPA Mobility Network Fund up to the total amount of the funds calculated pursuant to this Section. The funds shall be paid quarterly from the sub-account for the DSAP.

(iii) If insufficient funds are in the DSAP sub-account in the ENCPA Mobility Network Fund to pay the amount as described in this Section, then future funds to be deposited in the DSAP sub-account in the ENCPA Mobility Network Fund shall be reserved for payment to the Mobility Improvement Builder upon availability.

(iv) The funds shall be paid and/or reserved on a "first come first serve" basis using the Notification Date and as provided in the Mobility Fee Development Agreement.

(v) Upon payment of such funds, any credits held by the Mobility Improvement Builder for use within the DSAP shall be reduced by the amount of the payment.

(f) Nothing herein shall be construed to obligate the County to provide funding for the Mobility Improvement Builder's construction of and dedication of right-of-way for the Mobility Improvement in any amount exceeding the amount which, pursuant to the terms of the Mobility Fee Development Agreement and this Agreement, is available to be paid from the DSAP sub-account to the ENCPA Mobility Network Fund. It is further understood and acknowledged by Mobility Improvement Builder and the County that the ENCPA Mobility Network Fund is to be funded only by Mobility Fees, the ENCPA Mobility Revenue Allocation Subsidy, and interest earned thereon as provided in the Mobility Fee Development Agreement and in the ENCPA Mobility Revenue Allocation Subsidy Ordinance. The County is not obligated to transfer any other funds to the ENCPA Mobility Network Fund.

5. No Obligation of County to Construct Improvements

The Mobility Improvement Builder understands and acknowledges that, in entering into this Agreement, the County is not obligated to fund the acquisition of right-of-way, design, permitting, and construction of the Mobility Improvement.

- 6. <u>Defaults and Remedies</u>.
  - 6.1 <u>County Default</u>.

(a) If the County defaults in the performance of any obligation under this Agreement required to be performed by the County, then Mobility Improvement Builder, its transferees or assignees shall deliver written notice of such default to the County. The County shall commence to cure such default within thirty (30) days after the delivery of such notice of default and shall diligently pursue such cure to completion within sixty (60) days after delivery of such notice as to any default.

(b) If the County does not cure such default within the time periods provided, Mobility Improvement Builder may pursue any available remedies in law or equity.

6.2 <u>Mobility Improvement Builder</u>

(a) If Mobility Improvement Builder, a transferee or assignee defaults in the performance of any obligation imposed upon it under this Agreement, the County shall deliver written notice of such default to the Mobility Improvement Builder, transferee or assignee, respectively. The defaulting party shall commence to cure such default within thirty (30) days after delivery of such notice of default and shall diligently pursue such cure to completion within sixty (60) days after delivery of such notice as to any default.

(b) If the defaulting party does not cure such default within the time periods provided, the County may pursue any available remedies in law or equity.

7. <u>Miscellaneous Provisions</u>.

7.1 <u>Notices, Demands and Communications Between the Parties</u>. Notices, demands and communications between the parties shall be given by depositing the same in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Notices, demands and communications to the County:

Nassau County Planning Department 96161 Nassau Place Yulee, Florida 32097 Attention: Planning Department Director

With a copy to:

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

With a copy to:

Nassau County Attorney 96135 Nassau Place, Suite 6 Yulee, Florida 32097

Notices, demands and communications to Mobility Improvement Builder and Raydient:

Mobility Improvement Builder

Wildlight LLC 1 Rayonier Way Wildlight, Florida 32097 Attention: Wes Hinton

Raydient LLC dba Raydient Places + Properties LLC 1 Rayonier Way Wildlight, Florida 32097 Attention: John Campbell, Esq.

With a copy to:

Driver, McAfee, Hawthorne & Diebenow, PLLC 1 Independent Drive, Suite 1200 Jacksonville, Florida 32202 Attention: Staci M. Rewis, Esq.

Copies of all notices, demands and communications required under this Agreement shall be provided to Raydient.

Notices given as provided above shall be deemed given and shall be effective when delivered to the addressee at the address set forth above, or when deposited in the United States Mail, postage prepaid. Either party may change its address as to notices, demands and communications and shall give written notice of such change to the other party.

7.2 <u>Assignability</u>. Mobility Improvement Builder may assign or transfer its rights and obligations under this Agreement, which assignment or transfer shall be recorded in the public records of Nassau County. Additionally, a notice of such assignment or transfer, identifying the assignee or transferee and containing an acknowledgement by the assignee to the County of its assumption of all rights and obligations of the assignor, shall be filed with the County Manager.

7.3 <u>Dates</u>. When payment, delivery, notification, or other action is required by a specified date in this Agreement and such date falls on a weekend or government-designated holiday, the action shall be required by 5:00 p.m. on the Monday or non-holiday date, respectively, immediately following the otherwise specified date.

7.4 <u>Monitoring Official.</u> The County Manager shall be the County official with the responsibility to monitor compliance with this Agreement and enforce this Agreement. The County shall be responsible for the assessment and collection of Mobility Fees as provided in the Mobility Fee Development Agreement and, in coordination with the County Clerk, shall maintain the ENCPA Mobility Network Fund and expenditures therefrom. From time to time, as needed, the County and Mobility Improvement Builder shall coordinate to reconcile information regarding credits, funds transfers, and other information related to this Agreement.

7.5 <u>No Liability of Officials, Officers or Employees</u>. No official, officer or employee of the County or Mobility Improvement Builder shall be personally liable for any nonperformance or delay in performance by the County or Mobility Improvement Builder, respectively, or for any amount which may become due under any provisions of this Agreement.

7.6 <u>Approvals</u>. Approvals, transfers of funds, or issuances of credits by the County under Section 4 above shall not be unreasonably withheld or delayed. Unless otherwise required by this Agreement and except to the extent in conflict with general law, all approvals or disapprovals shall be written and shall be provided within thirty (30) days of delivery of any documents requiring approval. Any disapproval shall state the reasons for disapproval and the actions needed for approval. If no approval or disapproval is given within the time required by this Section, the approval shall be deemed given and conclusively established.

7.7 <u>Successors and Assigns</u>. This Agreement is binding upon and inures to the benefit of the County, Mobility Improvement Builder, and their respective assigns and transferees.

7.8 <u>Severability</u>. If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue to be enforceable.

7.9 <u>Agreement Executed in Counterparts</u>. This Agreement shall be executed in one or more counterparts, each of which is considered and shall be deemed to be an original.

7.10 <u>Merger of Agreement Terms</u>. This Agreement constitutes the entire understanding and agreement of the parties as to the subject matter hereof, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter. Section and subsection headings included in this Agreement are for convenience only and shall have no effect upon the meaning or construction of this Agreement.

7.11 <u>Amendment of Agreement</u>. Unless otherwise provided in this Agreement, no amendment or modification of this Agreement shall be effective or binding upon any party hereto unless such amendment or modification is in writing, signed by an authorized officer of the party claiming to be bound and delivered to the other party.

7.12 <u>Compliance with Laws</u>. The parties shall comply with any and all applicable federal, state and local laws, ordinances, codes, rules and regulations as the same exist and may be amended from time to time.

7.13 <u>Cooperation and Further Assurances</u>. The parties hereto agree to cooperate in all reasonable respects to ensure the performance of their obligations pursuant to this Agreement and agree to execute such additional documents and instruments as may be reasonably required to carry out the intent of this Agreement.

[The remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the dates written below their respective names.

Signed, Sealed and Delivered in the	WILDLIGHT LLC
Presence Of:	
Print Name: Landy K. Rose Print Name: Crystal L. Cook	By:

STATE OF FURIDA ) SS COUNTY OF MASSAU )

The foregoing instrument was acknowledged before me by means of a physical presence or a online notarization this 23 day of 2024, by Wesley B. Hinton, the Vice-President of WILDLIGHT LLC, a Delaware limited liability company, on behalf of the company.

(AC	
(Print Name Crystal L. Cook	)
NOTARY PUBLIC	
State of FLORIDIA	_ at Large
Commission # HH9615	
My Commission Expires:	
He/she is [check one]:	
Personally Known	
OR Produced I.D.	
Type of Identification Produced	

### BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

Us: Chairman

Attest as to Chairman's signature: n A. Crawford Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE NASSAU COUNTY ATTORNEY:

Denise C. May

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this <u>15th</u> day of <u>May</u>, 2024, by <u>John F. Martin</u>, the Chairman of the Board of County Commissioners of Nassau County, Florida, on behalf of the County,



ABIGAIL M. MARTHU Commission # HH 418634 Expires July 9, 2027

(Print Name <u>Abigai   M. Martini</u> ) NOTARY PUBLIC
NOTARY PUBLIC
State of Florida at Large
Commission # HH418634
My Commission Expires: July 9, 2027
He/she is [check one]:
Personally Known
OR Produced I.D.
Type of Identification Produced

## EXHIBIT A

## the Property



PARCEL 1 (NASSAU A1A TRACT - NORTH, AS DESCRIBED IN ORB 1372 PG 1572):

LEGAL DESCRIPTION OF PART OF THE RAYONIER YULEE TRACT LYING NORTHERLY OF A-1-A / SR 200 AND BETWEEN I-95 AND U.S. 17, NASSAU COUNTY, FLORIDA.

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE E. WATERMAN GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST AND THE E. WATERMAN GRANT, SECTION 50, TOWNSHIP 3 NORTH, RANGE 27 EAST, ALL IN NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE. OF A-1-A I SR 200 AT THE SOUTHEASTERLY CORNER OF LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 408, PAGE 695 AND RUN NORTH 17°42'30" WEST. ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS. A DISTANCE OF 598.06 FEET TO THE NORTHEASTERLY CORNER THEREOF; RUN THENCE SOUTH 72°14'05" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 819.49 FEET TO AN ANGLE POINT; RUN THENCE SOUTH 89°00'37" WEST, CONTINUING ALONG LAST MENTIONED NORTHERLY LINE, ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 1136, PAGE 260 AND ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 932, PAGE 1824, A DISTANCE OF 839.41 FEET TO THE NORTHWESTERLY CORNER OF THE LAST MENTION LANDS; RUN THENCE NORTH 16°36'59" WEST, ALONG THE EASTERLY LINE OF LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 956, PAGE 1636, A DISTANCE OF 855 FEET, MORE OR LESS, TO A POINT ALONG THE SOUTHERN MOST PORTION OF RAYONIER ROAD NO. 52; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG LAST MENTIONED SOUTHERN MOST PORTION OF ROAD NO. 52, TO A POINT WHERE THE SOUTHERN MOST PORTION OF RAYONIER ROAD NO. 52 INTERSECTS THE WESTERN MOST PORTION RAYONIER ROAD NO. 50; RUN THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE WESTERN MOST PORTION OF SAID RAYONIER ROAD NO. 50, A DISTANCE OF 1,085 FEET, MORE OR LESS, TO THE CENTER OF A SOUTHWESTERLY TO NORTHEASTERLY DRAINWAY; RUN THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE MEANDERINGS OF LAST MENTIONED DRAINWAY TO A POINT ALONG THE SOUTHERN MOST PORTION OF RAYONIER ROAD NO. 48, SAID POINT LIES WESTERLY 405 FEET, MORE OR LESS, FROM THE INTERSECTION OF THE EASTERN MOST PORTION RAYONIER ROAD NO. 71 AND SOUTHERN MOST PORTION OF SAID RAYONIER ROAD NO. 48; RUN THENCE IN A SOUTHEASTERNLY DIRECTION, ALONG THE SOUTHERN MOST PORTION OF SAID RAYONIER ROAD NO. 48, A DISTANCE OF 405 FEET, MORE OR LESS, TO LAST MENTIONED INTERSECTION; RUN THENCE IN A NORTHERLY DIRECTION, ALONG THE EASTERN MOST PORTION OF SAID RAYONIER ROAD NO. 71, A DISTANCE OF 1,545 FEET, MORE OR LESS, TO A POINT WHERE THE EASTERN MOST PORTION OF RAYONIER ROAD 71 INTERSECTS THE SOUTHERN MOST PORTION OF RAYONIER ROAD NO. 71-C; RUN THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE SOUTHERN MOST PORTION OF SAID RAYONIER ROAD NO. 71-C TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD; RUN THENCE IN A SOUTHEASTERLY DIRECTION, ALONG LAST MENTIONED SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 4,430 FEET, MORE OR LESS, TO A RAYONIER CONCRETE MONUMENT AT THE SOUTHEASTERLY CORNER OF LANDS OF RAYONIER TIMBERLANDS OPERATING COMPANY; RUN THENCE THE FOLLOWING 2 COURSES ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS: COURSE NO. 1- SOUTH 72°12'53" WEST, A DISTANCE OF 1,558.64 FEET TO A RAYONIER CONCRETE MONUMENT; COURSE NO. 2- SOUTH 13°22'51" WEST, A DISTANCE OF 461.33 FEET TO A RAYONIER CONCRETE MONUMENT; THENCE SOUTH 11° 16' 32" WEST 70.75 FEET TO AN IRON PIN; THENCE NORTH 72° 08' 00" EAST 315.27 FEET TO AN IRON PIN; THENCE SOUTH 17° 53' 21" EAST 60 FEET TO A RAYONIER CONCRETE MONUMENT; THENCE NORTH 72°08'00" EAST 400.05 FEET TO A RAYONIER CONCRETE MONUMENT; THENCE SOUTH 18°01'14" EAST 60 FEET TO A RAYONIER CONCRETE MONUMENT; THENCE SOUTH 18°01'14" EAST TO THE NORTHERLY RIGHT OF WAY OF STATE ROAD 200/A-1-A; RUN THENCE IN A WESTERLY DIRECTION, ALONG

LAST MENTIONED NORTHERLY RIGHT OF WAY LINE, TO A RAYONIER CONCRETE MONUMENT AT THE SOUTHEASTERLY CORNER OF NUMEROUS PRIVATELY OWNED PARCELS OF LAND; RUN THENCE IN A NORTHERLY DIRECTION ALONG LAST MENTIONED EASTERLY LINE, A DISTANCE OF 200 FEET, MORE OR LESS, TO A RAYONIEER CONCRETE MONUMENT AT THE NORTHEASTERLY CORNER OF SAID NUMEROUS PRIVATELY OWNED PARCELS OF LAND; RUN THENCE IN A WESTERLY DIRECTION, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, TO THE NORTHWESTERLY CORNER THEREOF; RUN THENCE IN A SOUTHERLY DIRECTION, ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS TO A RAYONIER CONCRETE MONUMENT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID A-1-A I SR200; RUN THENCE IN A WESTERLY DIRECTION, ALONG LAST MENTIONED NORTHERLY RIGHT-OF WAY LINE TO THE POINT OF BEGINNING.

BEARING REFERENCE: THE BEARINGS CITED IN THE ABOVE PROPERTY DESCRIPTION ARE BASED ON THE DEED BEARING OF NORTH 72°19'01" EAST FOR THE CENTERLINE OF SURVEY FOR A-1-A I SR 200 AS MENTIONED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 932, PAGE 1824.

PARCEL 2 (NASSAU A1A/SR 200 SOUTH TRACT, AS DESCRIBED IN ORB 1372 PG 1572):

ALL PROPERTY IN SECTION 44, TO\VNSHIP 2 NORTH, RAN GE 27 EAST, NASSAU COUNTY, FLORIDA, TITLED IN RAYONIER FOREST RESOURCES, L.P. (F/K/A RAYONIER TIMBERLANDS OPERATING COMPANY, LP), LYING AND BEING SOUTH OF A LA/SR200; EAST OF HARPER CHAPEL ROAD; WEST OF FLORIDA POWER AND LIGHT EASEMENT AS MORE PARTICULARLY DESCRIBED IN OR BOOK 278, PAGE 507, ET SEQ., SAID EASEMENT RUNS CONCURRENTLY ALONG THE WESTERLY SIDE OF RAYONIER WOODS ROAD 50 TO A POINT INTERSECTING WITH THE CENTERLINE OF FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OR BOOK 123, PAGE 284 AND SOUTH OF FLORIDA POWER AND LIGHT EASEMENT DESCRIBED IN OR BOOK 123, PAGE 284; IN THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

TOGETHER WITH:

ALL PROPERTY IN SECTION 6 AND 7, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, TITLED IN RAYONIER FOREST RESOURCES, L.P. (F/K/A RAYONIER TIMBERLANDS OPERATING COMPANY, LP), LYING AND BEING EAST OF HARPER CHAPEL ROAD; AND NORTH OF PROPERTY DESCRIBED IN OR BOOK 936, PAGE 894, ET SEQ.; IN THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, NOW OR FORMERLY LANDS OF THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS.

LESS AND EXCEPT:

WILLIAM BURGESS ROAD RIGHT OF WAY, A LA/SR200.ROAD RIGHT OF WAY, AND HARPER CHAPEL ROAD RIGHT OF WAY.

PARCEL 3 (WORKPLACE CENTRAL AREA, AS DESCRIBED IN ORB 1624 PG 1718):

A PARCEL OF LAND LYING CONJOINTLY IN THE E. WATERMAN GRANT (SECTION 50), TOWNSHIP 3 NORTH, RANGE 27 EAST, E. WATERMAN GRANT (SECTION 44), TOWNSHIP 2 NORTH, RANGE 27 EAST, E. WATERMAN GRANT (SECTION 39), TOWNSHIP 2 NORTH, RANGE 26 EAST AND E. WATERMAN GRANT (SECTION 41), TOWNSHIP 3 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE E. WATERMAN GRANT (SECTION 41), TOWNSHIP 3 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA; THENCE ON THE SOUTH LINE OF SAID SECTION 41, S 89°13'01" W, A DISTANCE OF 1543.94 FEET, TO A POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED). SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE DEPARTING SAID SOUTH LINE AND ON SAID EASTERLY RIGHT OF WAY LINE, S 17°24'00" E, A DISTANCE OF 1937.41 FEET, TO THE NORTHWESTERLY CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS 956. PAGE 1636. OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE AND ON SAID NORTHERLY LINE, N 72°41 '05" E, A DISTANCE OF 1172.74 FEET, TO THE NORTHEASTERLY CORNER OF SAID PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS 956, PAGE 1636; THENCE DEPARTING SAID NORTHERLY LINE AND ON THE EASTERLY LINE OF SAID PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS 956, PAGE 1636, S 17°19'24" E, A DISTANCE OF 397.86 FEET, TO A POINT ON THE SOUTHERLY LINE OF RAYONIER ROAD NO. 52, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1372, PAGE 1572 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY LINE AND ON SAID SOUTHERLY LINE OF RAYONIER ROAD NO. 52, THROUGH THE FOLLOWING COURSES, N 50°18'29" E, A DISTANCE OF 2102.84 FEET; THENCE N 49°44'00" E, A DISTANCE OF 1458.42 FEET; THENCE N 60°59'32" E, A DISTANCE OF 2165.39 FEET, TO A POINT ON THE WESTERLY LINE OF RAYONIER ROAD NO. 50; THENCE DEPARTING SAID RAYONIER ROAD NO. 52 AND ON SAID WESTERLY LINE OF RAYONIER ROAD NO. 50, S 32°50'39" E, A DISTANCE OF 1085 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID WESTERLY LINE OF RAYONIER ROAD NO. 50 WITH THE CENTERLINE OF AN EXISTING DRAINWAY; THENCE DEPARTING SAID WESTERLY LINE OF RAYONIER ROAD NO. 50 AND ON THE CENTERLINE OF SAID EXISTING DRAINWAY, NORTHEASTERLY, A DISTANCE OF 2088 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY LINE OF RAYONIER ROAD NO. 48; THENCE DEPARTING SAID CENTERLINE AND ON THE SOUTHERLY LINE OF SAID RAYONIER ROAD NO. 48, S 72°32'35" E, A DISTANCE OF 369 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF RAYONIER ROAD NO. 71; THENCE DEPARTING SAID RAYONIER ROAD NO. 48 AND ON THE EASTERLY LINE OF SAID RAYONIER ROAD NO. 71, N 03°40'14" E, A DISTANCE OF 1580.86 FEET, TO A POINT ON THE SOUTHERLY LINE OF RAYONIER ROAD NO. 71C; THENCE, DEPARTING SAID EASTERLY LINE OF RAYONIER ROAD NO. 71 AND ON THE SOUTHERLY LINE OF SAID RAYONIER ROAD NO. 71C THROUGH THE FOLLOWING COURSES, N 61°32'04" E, A DISTANCE OF 574.82 FEET; THENCE N 53°34'27" E, A DISTANCE OF 572.78 FEET; THENCE N 50°26'37" E, A DISTANCE OF 613.77 FEET; THENCE N 59°12'40" E, A DISTANCE OF 995.41 FEET, TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD; THENCE DEPARTING THE SOUTHERLY LINE OF SAID RAYONIER ROAD NO. 71C AND ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID CSX RAILROAD; THENCE N 39°27'41" W, A DISTANCE OF 2595 FEET, MORE OR LESS, TO A POINT ON THE CENTERLINE OF A CREEK; THENCE DEPARTING THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID CSX RAILROAD AND ON THE CENTERLINE OF SAID CREEK, SOUTHERLY, NORTHWESTERLY AND SOUTHWESTERLY, A DISTANCE OF 13218 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF AFORESAID INTERSTATE 95: THENCE DEPARTING THE CENTERLINE OF SAID CREEK AND ON AFORESAID EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, S 17°24'00" E, A DISTANCE OF 5768 FEET, MORE OR LESS, TO THE POINT OF **BEGINNING**.

PARCEL 4 (PORTION OF THE WORK PLACE SOUTH AREA, AS DESCRIBED IN ORB 1624 PG 1751):

A PARCEL OF LAND LYING WITHIN THE E. WATERMAN GRANT (SECTION 44), TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST, OF SAID COUNTY, SAID CON1ER ALSO BEING THE SOUTHEAST CORNER OF SECTION 41, TOWNSHIP 3 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA; THENCE, ALONG THE WEST LINE OF SAID SECTION 44 A BEARING OF S 01°29'05" E, A DISTANCE OF 4291.18 FEET TO THE SOUTHWEST CON1ER OF SAID SECTION 44) TOWNSHIP 2 NORTH, RANGE 27 EAST; THENCE ALONG THE SOUTH LINE OF SAID SECTION 44, N 89°18'07" E, A DISTANCE OF 8399.62 FEET, TO THE SOUTHEAST CORNER OF SAID SECTION 44; THENCE ALONG THE EAST LINE OF SAID SECTION N 44°35'26" E, A DISTANCE OF 1897.03 FEET, TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SECTION LINE, N 81°52'11" W, A DISTANCE OF 751.78 FEET; THENCE N 80°39'54" W, A DISTANCE OF 1808.29 FEET; THENCE N 32°08'14" W, A DISTANCE OF 802.01 FEET, TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 200. ALSO KNOWN AS A-1-A HAVING A RIGHT OF WAY WIDTH OF 100 FEET AS NOW ESTABLISHED; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THROUGH THE FOLLOWING COURSES; N 72°19'35" E, A DISTANCE OF 441.33 FEET, TO A POINT OF CURVE IN SAID RIGHT OF WAY LINE; SAID CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 14,410.73 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 970.47 FEET, THROUGH A CENTRAL ANGLE OF 03°51'31"; SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF N 74°19'35" E, A DISTANCE 970.28 FEET; THENCE DEPARTING SAID CURVE, N 76°15'16" E, A DISTANCE OF 2,257. 99 FEET, TO ITS INTERSECTION WITH THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS 739, PAGE 1054 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG SAID WEST LINE, S 13°44'41" E. A DISTANCE OF 128.75 FEET, TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID LANDS AND ALSO ALONG THE SOUTH LINE OF THE LANDS AS RECORDED IN OFFICIAL RECORDS 10, PAGE 206, OFFICIAL RECORDS 834, PAGE 1971, OFFICIAL RECORDS 143, PAGE 450, OFFICIAL RECORDS 1275, PAGE 703 AND OFFICIAL RECORDS 1369, PAGE 680, ALL BEING IN SAID NASSAU COUNTY, N 70°46'59" E, A DISTANCE OF 2642.92 FEET, TO THE SOUTHEAST CORNER OF THE SAID LANDS DESCRIBED IN OFFICIAL 1369, PAGE 680 OF SAID COUNTY; THENCE DEPARTING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID LANDS N 13°44'41" W) A DISTANCE OF 78.75 FEET, TO ITS INTERSECTION WITH THE HEREIN MENTIONED SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 200; THENCE DEPARTING SAID EAST LINE AND ALONG SAID RIGHT OF WAY LINE THROUGH THE FOLLOWING COURSES; N 76°15'17" E, A DISTANCE OF 106.02 FEET; THENCE N 75°35'56" E, A DISTANCE OF 914.40 FEET, TO A POINT OF CURVE IN SAID RIGHT OF WAY LINE; SAID CURVE BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 2,975.09 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 225.81 FEET, THROUGH A CENTRAL ANGLE OF 04°20'55"; SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF N 73°25'28" E, DISTANCE OF 225.75 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, S 26°51 '50" E, A DISTANCE OF 75.37 FEET, TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF FLOOD ACRES, AN UNRECORDED PLAT; SAID LINE ALSO BEING THE EAST LINE OF SAID SECTION 44; THENCE ALONG SAID EAST LINE THROUGH THE FOLLOWING COURSES; S 45°56'13" W, A DISTANCE OF 1268.66 FEET; THENCE S 42°43'27" W, A DISTANCE OF 771.87 FEET; THENCE N 86°44'16" W, A DISTANCE OF 43.23 FEET; THENCE S 03°07'33" W, A DISTANCE OF 50.06 FEET; THENCE S 43°59'47" W, A DISTANCE OF 1,234.87 FEET, TO THE POINT OF BEGINNING:

LESS AND EXCEPT ANY PORTION OF PARCELS 1 THROUGH 4 CONVEYED TO THE DISTRICT SCHOOL BOARD OF NASSAU COUNTY, AS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED JULY 11, 2014 IN O.R. BOOK 1927, PAGE 111, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

ALSO LESS AND EXCEPT ANY PORTION OF PARCELS 1 THROUGH 4 LYING WITHIN A STREET ROAD RIGHT OF WAY, OR LYING WITHIN A RAILROAD RIGHT OF WAY.

PARCEL 5:

A PORTION OF THE PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED JUNE 16, 2009 IN O.R. BOOK 1624, PAGE 1735, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, AND BEING A PORTION OF THE PROPERTY ASSESSED UNDER TAX I.D. NUMBERS 41 -3N-26-0000-0001 -0030 AND 50-3N-27-0000-0001 -0300, AND WHICH LIES ADJACENT AND BETWEEN THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (I-95) AND THE WESTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD, AND WHICH LIES ADJACENT AND NORTH OF THE NORTH

BOUNDARY OF THE PROPERTY DESCRIBED AS PARCEL 3 HEREIN (AND BEING RECORDED IN O.R. BOOK 1624, PAGE 1718, PUBLIC RECORDS AFORESAID), AND WHICH LIES ADJACENT AND SOUTH OF THE NORTHERLY BOUNDARY OF THE FOLLOWING DESCRIBED PROPERTY:

#### PARCEL 3 CENTRAL PLANNING AREA

A PARCEL OF LAND, BEING A PORTION OF THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 39, TOWNSHIP 2 NORTH, RANGE 26 EAST, AND BEING A PORTION OF THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST, AND BEING A PORTION OF THE HEIRS OF E. WATERMAN GRANT, SECTION 41, TOWNSHIP 3 NORTH, RANGE 26 EAST, AND BEING A PORTION OF THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 50, TOWNSHIP 3 NORTH, RANGE 27 EAST, ALL IN NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE HEIRS OF E. WATERMAN GRANT, SECTION 41, TOWNSHIP 3 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA: THENCE ON THE SOUTH LINE OF SAID SECTION 41, S 89°11'37" W, A DISTANCE OF 1545.14 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE 95 (VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE AND ON SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, N 16°36'59" W, A DISTANCE OF 6775.57 FEET; THENCE DEPARTING SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, N 76°21'30" E, A DISTANCE OF 1570.45 FEET; THENCE N 84°23'58" E, A DISTANCE OF 1489.13 FEET; THENCE S 83°23'13" E, A DISTANCE OF 1379.20 FEET; THENCE S 75°26'27" E, A DISTANCE OF 2101.18 FEET; THENCE N 83°17'38" E, A DISTANCE OF 948.89 FEET; THENCE N 54°57'55" E, A DISTANCE OF 907.22 FEET; THENCE N 50°01'24" E, A DISTANCE OF 2463.02 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF CSX RAILROAD (200 FOOT RIGHT OF WAY); THENCE ON SAID SOUTHWESTERLY RIGHT OF WAY LINE, S 38°45'39" E, A DISTANCE OF 9769.39 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 715, PAGE 1293 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA: THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ON THE NORTH LINE OF SAID LANDS, S 72°16'23" W, A DISTANCE OF 1558.37 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE AND ON THE WESTERLY OF SAID LANDS THE NEXT 2 COURSES AND ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1205, PAGE 1158 OF SAID PUBLIC RECORDS, S 13°25'59" W, A DISTANCE OF 461.74 FEET; THENCE S 11°04'43" E, A DISTANCE OF 85.85 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID WESTERLY LINE AND ON THE SOUTHERLY LINE OF SAID LANDS, N 72°19'49" E, A DISTANCE OF 44.42 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 826, PAGE 1117 OF SAID PUBLIC RECORDS: THENCE DEPARTING SAID SOUTHERLY LINE AND ON SAID WESTERLY LINE FOR THE NEXT 2 COURSES, S 32°37'18" W, A DISTANCE OF 48.23 FEET; THENCE S 31°02'03" E, A DISTANCE OF 30.01 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID WESTERLY LINE AND ON THE SOUTHERLY LINE OF SAID LANDS, N 72°18'45" E, A DISTANCE OF 43.74 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1588, PAGE 1340 OF SAID PUBLIC RECORDS SAID POINT BEING ON A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 457.48 FEET AND A CENTRAL ANGLE OF 26°44'58"; THENCE ON THE WESTERLY LINE OF SAID LANDS AND THE ARC OF SAID CURVE FOR THE NEXT 2 COURSES, A DISTANCE OF 213.58 FEET SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS S 50°22'02" E, A DISTANCE OF 211.65 FEET TO THE CURVES END; THENCE S 69°51'30" E, A DISTANCE OF 259.80 FEET TO THE SOUTHWEST CORNER OF SAID LANDS SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200 (A1A) (184 FOOT RIGHT OF WAY); THENCE DEPARTING SAID WESTERLY LINE AND ON SAID NORTHERLY RIGHT OF WAY LINE, S 76°05'01" W, A DISTANCE OF 511.09 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 142, PAGE 441 OF THE AFORESAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ON THE EAST LINE OF SAID LANDS, N 17°43'59" W, A DISTANCE OF 206.66 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID EAST

LINE AND ON THE NORTH LINE OF SAID LANDS, S 72°16'01" W, A DISTANCE OF 99.78 FEET TO THE NORTHWEST CORNER OF SAID LANDS: THENCE DEPARTING SAID NORTH LINE AND ON THE WEST LINE OF SAID LANDS, S 17°43'59" E, A DISTANCE OF 200.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS SAID POINT ALSO BEING ON THE AFORESAID NORTHERLY RIGHT OF WAY LINE STATE ROAD NO. 200 (A1A): THENCE DEPARTING SAID WEST LINE AND ON SAID NORTHERLY RIGHT OF WAY LINE, S 76°05'01" W, A DISTANCE OF 60.13 FEET TO THE SOUTHEAST CORNER OF TAX I.D. NO. 44-2N-27-0000-0003-0080 OF THE PROPERTY APPRAISER'S OFFICE OF NASSAU COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ON THE EAST LINE OF TAX I.D. NO. 44-2N-27-0000-0003-0080 AND TAX I.D. NO. 44-2N-27-0000-0003-0000 AND TAX I.D. NO. 44-2N-27-0000-0003-0010, N 17°43'59" W, A DISTANCE OF 256.00 FEET TO THE NORTHEAST CORNER OF SAID TAX I.D. NO. 44-2N-27-0000-0003-0000; THENCE DEPARTING SAID EAST LINE AND ON THE NORTH LINE OF SAID TAX I.D. NO. 44-2N-27-0000-0003-0000 AND TAX I.D. NO. 44-2N-27-0000-0003-0030 AND TAX I.D. NO. 44-2N-27-0000-0006-0000. S 70°03'50" W. A DISTANCE OF 522.00 FEET TO THE NORTHWEST CORNER OF SAID TAX I.D. NO. 44-2N-27-0000-0006-0000; THENCE DEPARTING SAID NORTH LINE AND ON THE WEST LINE OF SAID TAX I.D. NO. 44-2N-27-0000-0006-0000 AND TAX I.D. NO. 44-2N-27-0000-0008-0000, S 17°05'59" E, A DISTANCE OF 201.00 FEET TO THE SOUTHEAST CORNER OF SAID TAX I.D. NO. 44-2N-27-0000-0008-0000; THENCE DEPARTING SAID WEST LINE AND ON THE AFORESAID NORTHERLY RIGHT OF WAY LINE, S 76°05'01" W, A DISTANCE OF 2180.49 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 17312.73 FEET AND A CENTRAL ANGLE OF 3°46'00"; THENCE ON THE WESTERLY LINE OF SAID LANDS AND THE ARC OF SAID CURVE A DISTANCE OF 1138.15 FEET SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS S 74°12'01" W, A DISTANCE OF 1137.95 FEET TO THE CURVES END; THENCE S 72°19'01" W, A DISTANCE OF 5100.21 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 408, PAGE 695 OF THE AFORESAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ON THE EASTERLY LINE OF SAID LANDS, N 17°40'59" W, A DISTANCE OF 598.05 FEET TO THE NORTHEAST CORNER OF SAID LANDS: THENCE DEPARTING SAID EASTERLY LINE AND ON THE NORTHERLY LINE OF SAID LANDS AND THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1782, PAGE 1450 AND OFFICIAL RECORD BOOK 1484, PAGE 1762 OF THE SAID PUBLIC RECORDS FOR THE NEXT 2 COURSES, S 72°15'36" W, A DISTANCE OF 818.28 FEET; THENCE S 89°00'37" W, A DISTANCE OF 840.96 FEET TO A NORTHEAST CORNER OF LAST SAID LANDS; THENCE DEPARTING SAID NORTHERLY LINE AND ON THE EASTERLY LINE OF SAID LANDS, N 16°36'59" W, A DISTANCE OF 1241.54 FEET TO THE MOST NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID EASTERLY LINE AND ON THE MOST NORTHERLY LINE OF SAID LANDS, S 73°23'30" W, A DISTANCE OF 1172.26 FEET TO THE NORTHWEST CORNER OF SAID LANDS SAID POINT BEING ON THE AFORESAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE 95; THENCE DEPARTING SAID MOST NORTHERLY LINE AND ON SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, N 16°36'59" W, A DISTANCE OF 1946.20 FEET TO THE POINT OF BEGINNING.

### LEGAL DESCRIPTION - SOUTHERN PROPERTY BOUNDARY

#### DESCRIPTION:

A PARCEL OF LAND, BEING A PORTION OF THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA; THENCE ON THE NORTH LINE OF SAID SECTION 44, S 89'13'27" W, A DISTANCE OF 2654.79 FEET; THENCE DEPARTING SAID NORTH LINE, S 17 36'40" E, A DISTANCE OF 1022.20 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200 (A1A) (184 FOOT RIGHT OF WAY) SAID ALSO BEING THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 739, PAGE 1054 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ON THE WEST LINE OF SAID LANDS AND ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1775, PAGE 513 PARCEL NO. 100-A OF SAID PUBLIC RECORDS, S 17'36'40" E, A DISTANCE OF 517.51 FEET TO THE SOUTHWEST CORNER OF LAST LANDS; THENCE DEPARTING SAID WEST LINE, S 13'09'43" W, A DISTANCE OF 142.12 FEET; THENCE S 02'35'59" W, A DISTANCE OF 66.17 FEET; THENCE S 08'45'38" W, A DISTANCE OF 90.22 FEET; THENCE S 49'35'13" W, A DISTANCE OF 40.36 FEET; THENCE S 28'06'59" W, A DISTANCE OF 73.13 FEET; THENCE S 74'09'55" W, A DISTANCE OF 144.19 FEET; THENCE N 63'48'04" W, A DISTANCE OF 124.09 FEET; THENCE N 31'48'23" W, A DISTANCE OF 192.87 FEET; THENCE N 08'24'08" W, A DISTANCE OF 55.01 FEET; THENCE N 50'56'49" E, A DISTANCE OF 129.52 FEET; THENCE N 43 26'39" E, A DISTANCE OF 51.68 FEET; THENCE N 63'59'46" E, A DISTANCE OF 34.71 FEET; THENCE N 24'23'29" E, A DISTANCE OF 59.35 FEET; THENCE N 02'11'01" E, A DISTANCE OF 50.26 FEET; THENCE N 40'59'45" W, A DISTANCE OF 92.55 FEET; THENCE N 54'12'03" W, A DISTANCE OF 64.32 FEET; THENCE N 80'36'29" W, A DISTANCE OF 111.15 FEET; THENCE N 73'50'29" W, A DISTANCE OF 79.13 FEET; THENCE S 82'45'16" W, A DISTANCE OF 69.30 FEET; THENCE S 59 20'59" W, A DISTANCE OF 103.31 FEET; THENCE N 83 05'16" W, A DISTANCE OF 29.69 FEET; THENCE N 30'13'15" W, A DISTANCE OF 64.64 FEET; THENCE N 01'02'57" W, A DISTANCE OF 100.04 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200; THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE, N 76'05'01" E, A DISTANCE OF 663.22 FEET TO THE POINT OF BEGINNING.

### EXHIBIT B

# **Mobility Improvement**





### MAP SHOWING SKETCH & DESCRIPTION

OF A PORTION OF CURIOSITY AVENUE AS SHOWN ON PLAT OF EAST NASSAU - WILDLIGHT PHASE 1c - 2 AS RECORDED IN OFFICIAL RECORDS BOOK 2447, PAGES 43, 44, 45, 46, 47 AND 48 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA

Description: Curiosity Avenue

A portion of Curiosity Avenue as shown on Plat of East Nassau — Wildlight Phase 1c — 2 as recorded in Official Records Book 2447, Pages 43, 44, 45, 46, 47 and 48 of the Public Records of Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of East Nassau - Wildlight Phase 1c - 2 as recorded in Official Records Book 2447, Pages 43, 44, 45, 46, 47 and 48 of the Public Records of Nassau County, Florida said point being on the Southeasterly Right of Way line of Curiosity Avenue (90 foot Right of Way) as described in Official Record Book 2152, Page 1121 of the Public Records of Nassau County, Florida said point also being on a curve, concave Northwest, having a radius of 1542.00 feet and a central angle of 19'18'39"; thence on said Southeasterly Right of Way line and on the arc of said curve for the next 3 courses, a distance of 519.71 feet said arc being subtended by a chord which bears N 62°45'08 E, a distance of 517.25 feet to the curves end; thence N 53.05'49" E, a distance of 35.48 feet to the beginning of a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 7'21'37"; thence on the arc of said curve, a distance of 187.30 feet said arc being subtended by a chord which bears N 56'46'37" E, a distance of 187.17 feet to the Southeast corner of Curiosity Avenue (90 foot Right of Way) and the Point of Beginning; thence departing said Southeasterly Right of Way line and on the Easterly Right of Way line of said Curiosity Avenue, N 29\*32'34" W, a distance of 81.00 feet to a point on the Northerly Right of Way line of Curiosity Avenue as shown on aforesaid East Nassau — Wildlight Phase 1c — 2 as recorded in Plat Book 2447, Pages 43, 44, 45, 46, 47 and 48 said point also being the beginning of a curve, concave Southeast, having a radius of 1539.00 feet and a central angle of 11114'34"; thence departing said Easterly Right of Way line and on said Northerly Right of Way line and on the arc of said curve for the next 7 courses, a distance of 301.99 feet said arc being subtended by a chord which bears N 66'04'43" E, a distance of 301.50 feet to the curves end; thence N 71'42'00" E, a distance of 127.30 feet; thence N 75'11'00" E, a distance of 74.06 feet; thence N 71'42'00" E, a distance of 55.24 feet to the beginning of a curve, concave southeast, having a radius of 2033.00 feet and a central angle of 15°20'00"; thence on the arc of said curve, a distance of 544.07 feet said arc being subtended by a chord which bears N 79°22'00" E, a distance of 542.44 feet to the curves end; thence N 87°02'00" E, a distance of 776.63 feet to the beginning of a curve, concave Southwest, having a radius of 1033.00 feet and a central angle of 00'42'37"; thence on the arc of said curve, a distance of 12.80 feet said arc being subtended by a chord which bears N 87°23'18" E, a distance of 12.80 feet to a point on the Westerly Right of Way line of Florida Power & Light Company (110 foot Easement for Right of Way) as recorded in Official Record Book 273, Page 551 of the aforesaid Public Records; thence departing said Northerly Right of Way line of Curiosity Avenue and on said Westerly Right of Way line, S 31'50'32" E, a distance of 76.75 feet to a point on the Southerly Right of Way line of aforesaid Curiosity Avenue said point being on a curve, concave Southwest, having a radius of 967.00 feet and a central angle of 02 57 21"; thence departing said Westerly Right of Way line on said Southerly Right of Way line and on the arc of said curve for the next 7 courses, a distance of 49.89 feet said arc being subtended by a chord which bears S 88:30'41" W, a distance of 49.88 feet to the curves end; thence S 87'02'00" W, a distance of 776.63 feet to the beginning of a curve, concave Southeast, having a radius of 1967.00 feet and a central angle of 15<sup>•</sup>20'00"; thence on the arc of said curve, a distance of 526.40 feet said arc being subtended by a chord which bears S 79<sup>•</sup>22'00" W, a distance of 524.83 feet to the curves end; thence S 71'42'00" W, a distance of 57.25 feet; thence S 63'39'54" W, a distance of 75.12 feet; thence S 71'42'00" W, a distance of 124.84 feet to the beginning of a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 11'14'34"; thence on the arc of said curve, a distance of 286.09 feet said arc being subtended by a chord which bears S 66'04'43" W, a distance of 285.63 feet to the Point of Beginning.

ACREAGE TABLE					
	CURIOSITY AVENUE	3.03 ACRES±			

CERTIFIED TO: Wildlight LLC		SEE SHEET 1 FOR GENERAL NOTES AND SHEET 3 FOR DESCRIPTION THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 3	
	SHEET 3 OF 3	510 SOUTH 5TH STR	REET
BRADLEY		MACCLENNY, FLORIDA 32063	
L A N D S U R V E Y O R S OLDWORLDKNOWLEDGENEWAGETECHNOLOGY		PHONE (904) 786-6400 LICENSED BUSINESS No	FAX (904) 786-1479
W.O. NO.: 23–277–A DATE: 05/	18/2023		DRAFTED BY: DHB
	23277.DWG		FB N/A PG

### EXHIBIT C

#### **Raydient Consent**

February 21, 2024

Wildlight LLC c/o Wes Hinton 1 Rayonier Way Yulee, Florida 32097

> Re: Consent for ENCPA Mobility Improvement Reservation Agreement for a portion of Curiosity Avenue

Dear Wes:

Raydient LLC dba Raydient Places + Properties LLC ("Raydient") hereby consents to Wildlight LLC submitting to Nassau County, Florida, a Reservation Agreement and associated proposal dated February 21, 2024 to obtain payment from the ENCPA Mobility Network Fund, for causing the dedication of right-of-way to the County and funding (or causing the funding) of the design, permitting and construction of improvements for the portion of Curiosity Avenue (a/k/a DSAP Western Loop Collector) generally depicted on **Exhibit A** to this letter. Raydient provides this consent consistent with Section 3.5 of the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement dated June 24, 2013, as amended by the First Amendment to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement dated July 20, 2015, and as further amended by the Second Amendment to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement dated July 20, 2015, and as further amended by the Second Amendment to the East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement dated October 25, 2021.

Please keep me informed as to the County approval process of the Reservation Agreement and any changes from the February 21, 2024 proposal submitted to the County. Upon the approval of the Reservation Agreement by the Nassau County Board of County Commissioners and execution by the parties, please provide me with a copy.

Sincerely,

RAYDIENT LLC DBA RAYDIENT PLACES + PROPERTIES LLC, a Delaware limited liability company

By: Name: John R. Title: Vice President 2024 Date:

doc 604707

Exhibit A

