

RIGHT OF WAY CONVEYANCE AGREEMENT

THIS RIGHT OF WAY CONVEYANCE AGREEMENT ("Agreement") is made by and between SANDY RIDGE DEVELOPMENT, INC., a Florida corporation, whose address is 2120 Corporate Square Boulevard, Suite 3, Jacksonville, Florida 32216 ("Developer") and the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 96135 Nassau Place, Suite 1, Yulee, Florida, 32097 (the "County").

WITNESSETH:

WHEREAS, Developer is the owner and developer of a residential single-family housing development called Sandy Ridge (the "Project"), which is located on Miner Road in Yulee, Florida; and

WHEREAS, as a condition of the Project's development, the County required that Developer convey to the County a ten (10)-foot strip of property located adjacent to the Miner Road right of way (the "Property"), which is a County-owned and County-maintained right of way; and

WHEREAS, the Developer has conveyed said Property to the County via the plat for the Project, recorded in Official Records Book 2638, Page 638, of the Public Records of Nassau County, Florida; and

WHEREAS, the County has agreed to compensate Developer for the cost of the Property, as determined by two independent appraisals and negotiated by the parties.

NOW THEREFORE, in consideration of the recitals above and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, it is mutually agreed as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference.
2. Effective Date. This Agreement shall become effective upon the execution hereof by all parties (the "Effective Date").
3. Description and Conveyance of Property. The Property is identified as TRACT "B" in the plat for the Project, as recorded in Official Records Book 2638, Page 638, of the Public Records of Nassau County, Florida. Developer conveyed the Property to the County via the plat, which stated that: "Tract 'B' (future right of way) is hereby irrevocably dedicated to and vested in Nassau County." Developer has not retained any easement or other right to access or use the Property.
4. Value of Property and Payment. The parties have each performed their own independent appraisals of the Property and agreed that the appropriate fair market value for the Property is ONE HUNDRED FORTY-SEVEN THOUSAND AND 00/100 DOLLARS

(\$147,000.00) (the "Property Price"). Within five (5) days after the Effective Date of this Agreement, the County shall pay to Developer the Property Price. The Property Price represents the only compensation due to Developer for the Property, and Developer waives and releases the County from and against any and all claims and liabilities related to the conveyance of the Property to the County.

5. Development Permits. Nothing herein shall be construed as a development permit authorizing a specific development of any kind. Nothing herein shall be construed to limit the County's authority to grant or deny any development permit applications or requests subsequent to the Effective Date of this Agreement. The failure of this Agreement to address any particular County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the County of the necessity of complying with the law governing said permitting requirement, condition, term or restriction.

6. Rights of Others. This Agreement does not create any rights, claims, or benefits inuring to any person or entity, other than Developer's successors and/or assigns, that is not a party to this Agreement, nor does this Agreement create or establish any third party beneficiary to the Agreement. Nothing in this Agreement obligates the County to expand Miner Road or perform any construction on the Property at any time.

7. Developer Representations and Warranties. Developer hereby represents and warrants to the County as follows:

a. Developer is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business and in good standing in Florida.

b. Developer has the authority and power, without the necessity of consent by any person, to enter into and carry out the terms of this Agreement. The persons who have executed this Agreement shall have been duly authorized to do so.

c. Developer has not granted to any other person or other legal entity any contract right or option whatsoever to acquire the Property or any portion or portions thereof or any interest therein. Developer has not transferred or encumbered any interest in the Property prior to its conveyance to the County.

d. Developer represents and warrants that at the time of the conveyance to the County, there were no parties other than Developer in occupancy or possession of any part of the Property.

8. County Representations and Warranties. The County represents and warrants to Developer that the County has approved this Agreement, has the authority and power, without the necessity of consent by any person, entity, or body, to enter into and carry out the terms of this Agreement, and this Agreement is valid and binding on the County.

9. Real Estate Commission. The County and Developer represent and warrant each to the other that neither has entered into any agreement or taken any other action which would result in a real estate brokerage commission, finder's fee or other similar charge being payable on

account of the conveyance of the Property. Each party hereto agrees to indemnify and hold harmless the other against any commission, fee or charge and all related costs and expenses arising out of the actions of the indemnifying party.

10. Remedies. If any party to this Agreement materially defaults under the terms hereof, then the non-defaulting party shall give the defaulting party thirty (30) calendar days' notice and a right to cure such breach with that time period. If the defaulting party fails to timely cure a default, the other party may seek any and all remedies available to it in law or equity. Notwithstanding the foregoing, neither party shall be liable for consequential or punitive damages under this Agreement.

11. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; e-mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Developer: Sandy Ridge Development, Inc.
2120 Corporate Square Boulevard, Suite 3
Jacksonville, FL 32216
Attention: Randy Martinuzzi
Email: rmartinuzzi@sedaconstruction.com

County: Nassau County
96135 Nassau Place, Suite 1
Yulee, Florida 32097
Attention: County Administrator
Email: rcompanion@nassaucountyfl.com

12. Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

13. **WAIVER OF TRIAL BY JURY. DEVELOPER AND COUNTY HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE, OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF THE RIGHT TO A TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY DEVELOPER AND COUNTY. DEVELOPER AND COUNTY HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. DEVELOPER AND COUNTY FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY,**

REPRESENTATIVE, OR AGENT OF DEVELOPER OR COUNTY (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE, TO DEVELOPER OR COUNTY OR TO ANY AGENT OR REPRESENTATIVE OF DEVELOPER OR COUNTY (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF THE RIGHT TO A JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS, AND/OR MODIFICATIONS TO THIS AGREEMENT. THIS SECTION SHALL SURVIVE CLOSING.

14. Miscellaneous.

a. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

b. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Developer and the County.

c. 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, 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.

d. Assignability. This Agreement may not be assigned by Developer or the County without the written consent of the other party.

e. Time. Time is of the essence of all provisions of this Agreement.

f. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in Nassau County.

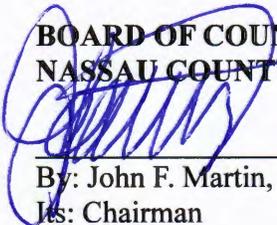
g. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations, or warranties, oral or written which have not been incorporated herein.

h. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns. This Agreement shall run with the land.

i. Interpretation. Captions used in this Agreement are for convenience or reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date written below.

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

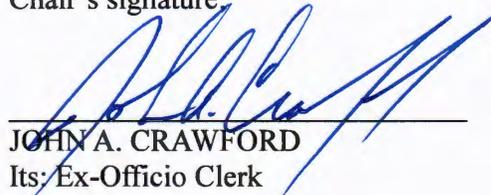


By: John F. Martin, MBA

Its: Chairman

Date: 8-12-24

Attest as to authenticity of the
Chair's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May *EM*

DENISE C. MAY

SANDY RIDGE DEVELOPMENT, INC.

John A. Semanik

By: John A. Semanik

Its: President

Date: 8/6/2024

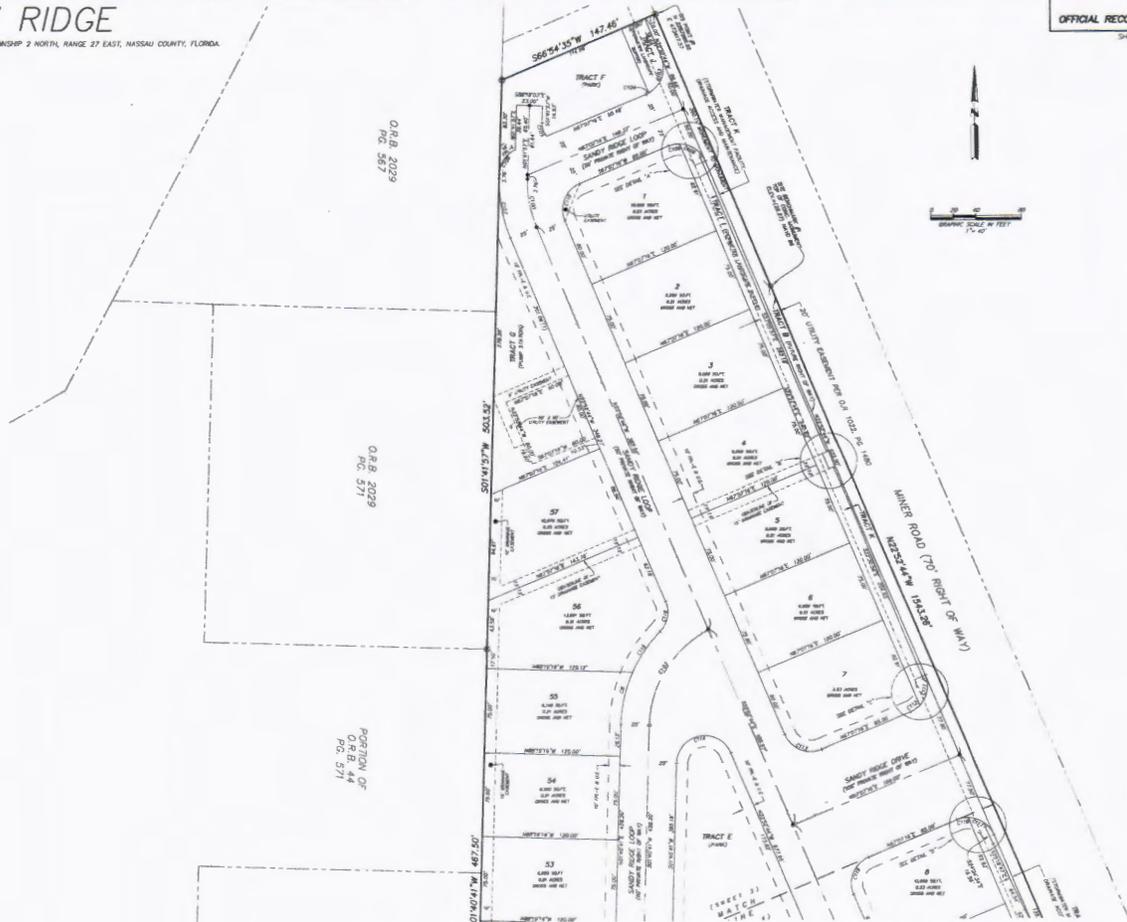
SANDY RIDGE

A PORTION OF SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, HISSAU COUNTY, FLORIDA.

O.R.B. 2029
P.C. 567

O.R.B. 2029
P.C. 571

PORTION OF
P.C. 571



LOT	AREA (SQ. FT.)	AREA (ACRES)
1	1,000.00	0.023
2	1,000.00	0.023
3	1,000.00	0.023
4	1,000.00	0.023
5	1,000.00	0.023
6	1,000.00	0.023
7	1,000.00	0.023
27	1,000.00	0.023
28	1,000.00	0.023
29	1,000.00	0.023
30	1,000.00	0.023
31	1,000.00	0.023
32	1,000.00	0.023
33	1,000.00	0.023
34	1,000.00	0.023
35	1,000.00	0.023
36	1,000.00	0.023

TRACT	AREA (SQ. FT.)	AREA (ACRES)
A	1,000.00	0.023
B	1,000.00	0.023
C	1,000.00	0.023
D	1,000.00	0.023
E	1,000.00	0.023
F	1,000.00	0.023



SANDY RIDGE

A PORTION OF SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, HAUSSAU COUNTY, FLORIDA.

OFFICIAL RECORDS BOOK 2638 PAGE 641
SHEET 4 OF 8 SHEETS



LOT NO.	ACRES	AREA							
47	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
48	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
49	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
50	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
51	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
52	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
53	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
54	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
55	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
56	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
57	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
58	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
59	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
60	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
61	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
62	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
63	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
64	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
65	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
66	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
67	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
68	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
69	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
70	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
71	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
72	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
73	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
74	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
75	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
76	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
77	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
78	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
79	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
80	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
81	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
82	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
83	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
84	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
85	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
86	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
87	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
88	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10



PREPARED BY:
MERRILL SURVEYING AND MAPPING, INC.
PLAT CENTER, TOWNSHIP, SURVEY 107
HOCKESSVILLE, KENTUCKY 40324
TELEPHONE (606) 771-1228
FAX (606) 771-1229

SANDY RIDGE

A PORTION OF SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA.



SANDY RIDGE

A PORTION OF SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, HAWAII COUNTY, FLORIDA.



O.R.B. 1314
PG. 1075

LOT	AREA (SQ. FT.)	AREA (ACRES)
17	1,000	0.0230
18	1,000	0.0230
19	1,000	0.0230
20	1,000	0.0230
21	1,000	0.0230
22	1,000	0.0230
23	1,000	0.0230
24	1,000	0.0230
25	1,000	0.0230
26	1,000	0.0230
27	1,000	0.0230
28	1,000	0.0230
29	1,000	0.0230
30	1,000	0.0230
31	1,000	0.0230
32	1,000	0.0230
33	1,000	0.0230
34	1,000	0.0230
35	1,000	0.0230
36	1,000	0.0230
37	1,000	0.0230
38	1,000	0.0230
39	1,000	0.0230